

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into this 27th day of March, 2019, by and among News-Press TV, LLC, a Missouri limited liability company ("Buyer") and USA Television MidAmerica Holdings, LLC, a Delaware limited liability company ("MidAmerica Holdings"), St. Joseph TV, LLC, a Delaware limited liability company ("St. Joseph TV"), and St. Joseph TV License Company, LLC ("St. Joseph License Company", and together with MidAmerica Holdings and St. Joseph TV, "Seller"). Certain capitalized terms used in this Agreement are defined on Exhibit A.

WHEREAS, Seller owns and operates television broadcast station KQTV, St. Joseph, Missouri, FCC Facility ID No. 20427 (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, subject to all necessary consents of the FCC, Buyer desires to purchase the FCC Authorizations and the other Purchased Assets and assume the Assumed Liabilities, and Seller desires to sell to Buyer the Purchased Assets and transfer the Assumed Liabilities, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. THE TRANSACTION

1.1. Purchased Assets. Seller agrees to grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as defined below), and Buyer agrees on the Closing Date to purchase, accept and assume, all properties, assets, privileges, rights, interests and claims, real, personal or mixed, tangible and intangible, of every type and description, wherever located, including Seller's business and goodwill, if any (except for Excluded Assets as defined in Section 1.2), that are owned or leased by Seller and used or held for use primarily in the operation of the Business (the "Purchased Assets"). Without limiting the foregoing, the Purchased Assets shall include the following, except to the extent that any of the following are included within the Excluded Assets:

(a) The FCC Authorizations listed on Schedule 1.1(a), together with any additions, renewals, extensions or modifications thereof;

(b) The Governmental Approvals, other than the FCC Authorizations being assigned to Buyer pursuant to Section 1.1(a), held by Seller primarily the operation of the Business, including those listed on Schedule 1.1(b), together with any additions, renewals, extensions or modifications thereof;

(c) The furniture, trade fixtures, equipment, machinery and other tangible personal property, wherever located, used primarily in the operation of the Business, including that listed on Schedule 1.1(c), and any additions, improvements, replacements and alterations thereto (the "Personal Property");

(d) All land, leaseholds, licenses, rights-of-way and other interests of every kind and description in and to all of the real property and buildings thereon, owned or leased by Seller as of the date hereof and used or held for use primarily in the operation of the Business, including those listed and described on Schedule 1.1(d), and any additions, improvements and alterations thereto made between the date of this Agreement and the Closing Date (the "Real Property");

(e) All Intellectual Property Rights used primarily in the operation of the Business, including all right, title and interest in and to the mark KQTV and any and all variations thereof and the other Intellectual Property Rights set forth on Schedule 1.1(e);

(f) Subject to Sections 1.2(g), 6.5 and 6.6, (i) all Contracts of Seller to the extent such Contracts are for the sale or barter of broadcast time on the Station for advertising or other purposes; (ii) any Contract entered into by Seller for use primarily in the operation of the Business; (iii) any Multi-Station Contract, but only to the extent of the Multi-Station Contract Rights; and (iv) any other Contract entered into by Seller for use primarily in the operation of the Business, which is entered into after the date hereof consistent with the provisions of Section 6.2(g) (the "Assumed Contracts");

(g) All programs and programming materials and elements of whatever form or nature owned, licensed or leased by Seller used or held for use primarily in the operation of the Business, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common-law and statutory copyrights owned by or licensed or sublicensed to Seller and used primarily in the operation of the Business;

(h) All logs and other records relating to the Business, including those required by the FCC to be maintained at the Station;

(i) All books, records, correspondence, files and papers, located at the offices of Seller, and related materials used primarily in the operation of the Business or relating to the Purchased Assets on whatever medium, it being agreed that if originals of any books, records or other materials are required by Law to be retained by Seller, only copies thereof shall be delivered to Buyer;

(j) To the extent assignable, all rights of Seller under manufacturers' and vendors' warranties with respect to the Personal Property and all of Seller's claims arising under the Assumed Contracts with respect to any period following the Closing; and

(k) All goodwill of the Business.

1.2. Excluded Assets. There shall be excluded from the Purchased Assets and retained by Seller, to the extent in existence on the Closing Date, the following assets (the "Excluded Assets"):

(a) Cash, cash equivalents and marketable securities;

(b) All of Seller's notes and accounts receivable as of the Closing Date (the "Accounts Receivable") and all of Seller's rights to bill and receive payment for unbilled goods and services provided by Seller on or prior to the Closing Date;

(c) Any seals, Organizational Documents, meeting record books or other records related to the organization of Seller;

(d) Seller's Benefit Plans and Contracts of insurance for employee group medical, dental and life insurance plans;

(e) All insurance policies;

(f) Other than the Multi-Station Contract Rights therein, all Multi-Station Contracts;

(g) Any Contract listed on Schedule 1.2(g) or any Restricted Contract for which consent or approval for assignment is not obtained as contemplated by Section 6.5 (the “Excluded Contracts”); and

(h) All other assets listed on Schedule 1.2(h).

1.3. Liabilities. The Purchased Assets shall be sold and conveyed to Buyer free and clear of all Encumbrances of any kind or nature whatsoever except for Permitted Encumbrances. Except with respect to Seller’s liabilities and obligations to be performed after the Closing Date with respect to the Assumed Contracts and as otherwise specifically provided in this Agreement (the “Assumed Liabilities”), Buyer shall not assume or be liable for, and does not, and does not undertake to attempt to, assume or discharge, and Seller shall remain liable for and pay and discharge: (a) any Liability of Seller arising out of or relating to any Excluded Contract or any other Excluded Asset; (b) any Liability of Seller arising out of or relating to any Proceeding or claim by any Person, whether pending, threatened or asserted before, on or after the Closing Date, to the extent relating to the operation of the Business prior to the Closing Date; (c) any Liability for continuation of health benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 for employees of Seller who are not employed by Buyer after the Closing; or (d) any and all other Liabilities of Seller, or any claims asserted against the Business or any of the Purchased Assets or other items transferred to Buyer by Seller relating to any event (whether act or omission) that occurred or arose prior to the Closing Date, including the payment of all taxes.

2. PURCHASE PRICE

2.1. Purchase Price. The purchase price for the Purchased Assets and the Assumed Liabilities shall be Thirteen Million Six Hundred Fifty Thousand Dollars (\$13,650,000.00) (the “Base Amount”), subject to adjustment as set forth in Section 2.5 (the “Purchase Price”).

2.2. Procedure. At the Closing, Buyer will transfer the Base Amount, minus the Escrow Amount which shall be paid in accordance with Section 2.3 below, and increased or decreased by an estimate, which estimate shall be delivered by the Seller to the Buyer at least two (2) Business Days prior to the Closing Date, of the adjustments provided for in Section 2.5 (the “Adjustments”) in immediately available funds to an account designated by Seller. Within ninety (90) days after the Closing Date, the parties will use their good faith efforts to agree upon the Adjustments. After the Adjustments have been finalized, if Buyer is determined to owe an amount to Seller, Buyer shall promptly pay such amount to Seller, and if Seller is determined to owe an amount to Buyer, Seller shall promptly pay such amount to Buyer. If any dispute arises over (a) the amount, if any, of the Adjustments, or (b) the amount to be refunded or paid, such refund or payment shall nonetheless be promptly made, to the extent of the amount which is not in dispute, by wire transfer of immediately available funds to the party to which such refund or payment is due. Any such dispute that cannot be resolved by the parties within ninety (90) days after the Closing Date shall be referred to an independent public accounting firm of national stature knowledgeable in the broadcast industry which has not been engaged by either party hereto for the two (2) years preceding the date of such referral (the “Selected Accountants”) and that is reasonably satisfactory to both Buyer and Seller. In the event that Buyer and Seller cannot agree on the Selected Accountants, Buyer and Seller shall both select an independent public accounting firm of national stature who will together jointly select the Selected Accountants. The determination of such firm shall be made within one hundred eighty (180) days after the Closing Date and shall be conclusive and binding on each party. The fees of the Selected Accountants shall be paid one-half by Seller and one-half by Buyer.

2.3. Escrow. At the Closing, Buyer shall wire transfer the sum of One Million Three Hundred Sixty Five Thousand Dollars (\$1,365,000) in immediately available funds (the “Escrow Amount”) to UMB Bank, N.A. (the “Escrow Agent”). The Escrow Amount will be held by the Escrow Agent in accordance

with the terms of an escrow agreement in the form of **Exhibit B** (the "Escrow Agreement"). The fees of the Escrow Agent shall be paid one-half by Seller and one-half by Buyer.

2.4. Allocation of Purchase Price. The parties shall allocate the Purchase Price in accordance with Schedule 2.4. Each party agrees to file its federal income tax returns and its other tax returns reflecting such allocation.

2.5. Adjustments. The operation of the Business and the income and operating expenses attributable thereto through the Effective Time (as defined below) shall be for the account of Seller and thereafter for the account of Buyer (except the extent related to an Excluded Asset or Liability not assumed by the Buyer pursuant to Section 1.3, in which case all such expense shall remain with Seller), and, if any income or expense is properly allocable or proratable, then it shall be allocated or prorated accordingly. The "Effective Time" shall be 12:01 a.m., local time, St. Joseph, Missouri, on the Closing Date. Without limiting the foregoing, expenses for goods or services received both before and after the Effective Time, including accounts payable incurred before the Closing but unpaid, FCC regulatory fees, power and utilities charges, frequency discounts, trade and barter Contracts and similar Contracts for the sale of time, prepaid cash time sales Contracts, commissions, wages, payroll taxes, vacation pay of employees of Seller who enter the employment of Buyer, and rents and similar prepaid and deferred items shall be prorated between Seller and Buyer as of the Effective Time. All special assessments and similar charges or liens, or installments thereof, imposed against the Real Property and Personal Property and payable on or prior to the Effective Time, shall be the responsibility of Seller, and amounts payable with respect to such special assessments, charges or liens in respect of any period of time after the Effective Time shall be the responsibility of Buyer. There shall be no proration under this Section 2.5 for Contracts for Program Rights except to the extent that any payments or performance due under such Contracts relate to a payment period that straddles the Effective Time in which case the amount payable in the payment period will be prorated based on the number of days in such period. With respect to "trade-outs" and barter Contracts, Buyer shall be credited with the amount by which obligations after the Closing under such "trade-outs" and barter Contracts exceed the amount of tangible benefits receivable by Buyer thereunder, but there will be no adjustment to the extent that the benefits exceed the obligations.

2.6. Transfer Taxes. Notwithstanding any Laws, Buyer and Seller shall each be responsible for and shall pay one-half of any Transfer Taxes when due arising in connection with the consummation of the Transaction.

3. CLOSING AND CLOSING DELIVERIES

3.1. Closing; Time and Place. The closing of the purchase and sale provided for in this Agreement (the "Closing") shall take place electronically by the mutual exchange of facsimile or portable document format (.PDF) signature pages on the fifth (5th) Business Day after satisfaction or waiver of the conditions to closing set forth in Section 7 or at such other date, time or manner as the parties may agree (the "Closing Date").

3.2. Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered the following items, duly executed on behalf of Seller:

- (a) A Bill of Sale substantially in the form attached hereto as **Exhibit C**;
- (b) An Assignment and Assumption Agreement substantially in the form attached hereto as **Exhibit D** (the "Assignment and Assumption");
- (c) A Special Warranty Deed substantially in the form attached hereto as **Exhibit E**;

- (d) The Escrow Agreement;
- (e) A certificate executed on behalf of each Seller, by an officer of each Seller, certifying the matters in Section 7.1(a);
- (f) Releases of all Encumbrances affecting any of the Purchased Assets (or partial releases with respect to the Purchased Assets only), except for Permitted Encumbrances, together with all payoff letters from the holders of any debt related thereto;
- (g) An affidavit from St. Joseph TV (or, if St. Joseph TV is a disregarded entity, from the appropriate parent entity of St. Joseph TV) stating that such entity is not a "foreign person" (as defined in the Foreign Investment in Real Property Tax Act and applicable regulations) and that Buyer is not required to withhold any portion of the consideration payable under this Agreement under the provisions of such Act, in a form mutually agreed to by Buyer and Seller;
- (h) All third party consents required for the assignment by Seller of any Assumed Contract that requires such consent, to the extent such consent has been obtained prior to the Closing Date; and
- (i) All other instruments and documents required by this Agreement to be delivered by Seller to Buyer, and such other instruments and documents which Buyer or its counsel may reasonably request to effectuate the Transaction.

3.3. Deliveries by Buyer. At the Closing, Buyer shall deliver the following items, duly executed by Buyer (as applicable):

- (a) The Purchase Price in accordance with Section 2.2;
- (b) The Assignment and Assumption;
- (c) The Escrow Agreement;
- (d) A certificate executed on behalf of Buyer, by an officer of Buyer, certifying the matters in Section 7.2(a); and
- (e) All other instruments and documents required by this Agreement to be delivered by Buyer to Seller, and such other instruments and documents which Seller or its counsel may reasonably request to effectuate the Transaction.

4. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

4.1. Organization. Each of MidAmerica Holdings, St. Joseph TV, and St. Joseph License Company (i) is a limited liability company duly organized, validly existing and in good standing under the Laws of Delaware; and (ii) has full power and authority required to own, lease and operate its assets and to carry on the Business.

4.2. Authority. Seller has all requisite power and authority to execute and deliver this Agreement and all other Transaction Agreements to which it is a party and to carry out its obligations under this Agreement and such other Transaction Agreements. The execution, delivery and performance by Seller of its obligations under this Agreement and such other Transaction Agreements have been approved by all

requisite action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller. Each of this Agreement and such other Transaction Agreements constitutes, or upon execution and delivery, will constitute, the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar Laws and equitable principles related to or limiting creditors' rights generally and by general principles of equity.

4.3. No Conflicts; Required Consents. Except as set forth on Schedule 4.3, the execution, delivery and performance of this Agreement or any other Transaction Agreements by Seller do not and will not (with or without notice or lapse of time):

(a) in any material respect, conflict with, violate or result in any breach of (i) the Organizational Documents of Seller; (ii) any Laws applicable to the Business or any of the Purchased Assets; (iii) any of the terms or requirements of any Governmental Approval held by Seller or that otherwise relates to the Business or any of the Purchased Assets; or (iv) any provision of any Assumed Contract;

(b) other than at the FCC, give any Governmental Authority or other Person the right to (i) approve or challenge the Transaction; (ii) exercise any remedy or obtain any relief under any Law or any Order to which Seller, the Business or any of the Purchased Assets, is subject; (iii) declare a default of, exercise any remedy under, accelerate the performance of, cancel, terminate, modify or receive any payment under any Assumed Contract to which it is a party; or (iv) revoke, suspend or modify any Governmental Approval;

(c) result in the creation or imposition of any Encumbrance against the Purchased Assets (other than Permitted Encumbrances); or

(d) require Seller to obtain any consent or make or deliver any filing or notice to a Governmental Authority other than the FCC.

4.4. Financial Statements.

(a) Attached to Schedule 4.4(a) are copies of (i) the unaudited balance sheets of the Business as of December 31, 2017 and December 31, 2018, and the related statements of income for 2017 and 2018, which 2017 unaudited financial statements were incorporated into the audited consolidated balance sheets of Seller as of December 31, 2017, respectively, and the related statements of income for 2017 and (ii) the unaudited balance sheet of the Business as of February 28, 2019 and the related statements of income for the period then ended. Each of such balance sheets and statements of income is true and complete and consistent with the books and records of Seller, has been prepared in accordance with Generally Accepted Accounting Principles consistently applied, and present fairly in all material respects the financial position and results of operations of the Business as of its respective date and for the respective periods covered thereby.

(b) From February 28, 2019, (i) there has been no change in the financial condition or the results of operations of the Business which, individually or in the aggregate, has had or would reasonably be reasonably likely to have a Material Adverse Effect, and (ii) the Business has been conducted in all material respects in the ordinary course.

4.5. Taxes. Seller has filed since the Acquisition Date all tax returns with respect to the Business and the Purchased Assets required to be filed prior to the date hereof and all such tax returns were true, correct and complete in all material respects, and has paid all taxes reflected on such tax returns. Seller is in compliance in all material respects with the provisions of the Code relating to the withholding and

payment of taxes with respect to the Business and the Purchased Assets and has, within the time and in the manner prescribed by Laws, withheld from employee wages and paid over to the proper Governmental Authority all required amounts. There are no Encumbrances for taxes on any of the Purchased Assets other than Permitted Encumbrances. To Seller's Knowledge, (a) no tax return relating to the Business or the Purchased Assets is currently under audit or examination by any Governmental Authority, and (b) there are no suits, actions, proceedings or investigations pending with respect to any material taxes relating to the Business or the Purchased Assets. Notwithstanding anything to the contrary contained in this Agreement, this Section 4.5 and Section 4.12 contain the sole and exclusive representations and warranties of the Seller to Buyer with respect to tax matters.

4.6. Assumed Contracts. Schedule 4.6 sets forth each Assumed Contract, as of the date hereof, that is not terminable by the Seller without penalty on ninety (90) days' notice or less, pursuant to which Seller will be required to pay or will receive payment thereunder after the date hereof of more than \$5,000 during any twelve (12) month period or the remaining term of the contract (each, a "Material Assumed Contract"). Seller has delivered to Buyer accurate, correct and complete copies of all Material Assumed Contracts. Seller has performed, in all material respects, its obligations under the Assumed Contracts from and after the Acquisition Date and, to Seller's Knowledge, Seller is not in default, and no party has notified Seller that it is in default, under any Assumed Contract to which it is a party.

4.7. Insurance. Seller, the Business and the Purchased Assets are insured against such risks as are customarily insured by companies engaged in a similar business in accordance with prudent business practices.

4.8. Title; Condition of Assets.

(a) Except for the Excluded Assets, the Purchased Assets constitute all the assets and properties whether tangible or intangible, whether personal, real or mixed, wherever located, that are used by Seller primarily in the operation of the Business. Seller has good and marketable title to, is the exclusive legal and equitable owner of, and has the unrestricted power and right to sell, assign and deliver the Purchased Assets. Except as set forth on Schedule 4.8(a), the Purchased Assets are free and clear of all Encumbrances of any kind or nature, except (i) restrictions imposed in any Governmental Approval; and (ii) Permitted Encumbrances. The Purchased Assets are sufficient to operate the Business in all material respects in the ordinary course consistent with past practice.

(b) The Personal Property is, in all material respects, in good working order, ordinary wear and tear excepted.

4.9. Real Property.

(a) Schedule 1.1(d) contains descriptions of all real property owned by Seller and used or held for use primarily in the operation of the Business (the "Owned Property"). Seller does not lease or license any Real Property for use primarily in the operation of the Business.

(b) As to the Owned Property, Seller has good, valid and marketable fee simple title to such premises and all buildings, towers, antennae, improvements and fixtures thereon, free and clear of all mortgages, liens, claims, Encumbrances, leases, title exceptions, rights of others, encroachments, boundary line disputes and other similar matters, except for Permitted Encumbrances or as set forth on Schedule 4.8(a). The Real Property and all of the buildings, towers, antennae, fixtures and improvements owned by Seller, and all heating and air conditioning equipment, plumbing, electrical and other mechanical facilities, and the roof, walls and other structural components of the Real Property which are part of, or located in, such buildings, towers, antennae or improvements, are being maintained in accordance with

industry standards and are, in all material respects, in good operating condition and repair, reasonable wear and tear excepted.

(c) To Seller's Knowledge, no additional approvals, permits or licenses will be required to be issued after the date hereof in order to permit Buyer, following the Closing, to continue to own or operate the Real Property in the same manner as Seller, other than any such approvals, permits or licenses that are ministerial in nature and are normally issued in due course upon application therefore without further action by the applicant.

4.10. Intellectual Property. Schedule 1.1(e) lists all material Intellectual Property Rights used in the Business. The operation by Seller of the Business does not to Seller's Knowledge (a) infringe or misappropriate any Intellectual Property Rights of any Person, (b) violate any right of any Person, (including any right to privacy or publicity), (c) defame or libel any Person or (d) constitute unfair competition or trade practices under any Laws.

4.11. Employees.

(a) Schedule 4.11(a) sets forth a complete and correct list of all employees of Seller who work primarily for the Business and who are not located at MidAmerica Holdings corporate offices in Atlanta, Georgia or who work primarily for one of the other television stations owned by MidAmerica Holdings or one of its Affiliates, showing for each: (i) name, (ii) hire date, (iii) current job title, (iv) actual base salary, bonus, commission or other remuneration, and (v) indicating whether there has been any increase in compensation, bonus, incentive, or service award or any grant of any severance or termination pay or any other increase in benefits or any commitment to do any of the foregoing since December 31, 2017.

(b) Since the Acquisition Date, Seller has not experienced (nor, to Seller's Knowledge, has Seller been threatened with) any strike, slow down, work stoppage or material grievance, claim of unfair labor practices, or other collective bargaining dispute. Seller has not committed any material unfair labor practice. No organizational effort is presently being made or threatened by or on behalf of any labor union with respect to employees of Seller with respect to the Business. Seller has paid in full to all of its employees all wages, salaries, commissions, bonuses, benefits and other compensation due and payable to such employees.

4.12. Employee Benefits. Schedule 4.12 lists each Employee Benefit Plan that Seller maintains, to which Seller contributes or has any obligation to contribute, or with respect to which Seller has any liabilities with respect to employees of the Business. Each such Employee Benefit Plan (and each related trust, insurance Contract, or fund) has been maintained, funded and administered in all material respects in accordance with the terms of such Employee Benefit Plan and complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable Laws. The representations and warranties contained in Section 4.5 and this Section 4.12 are the sole and exclusive representations and warranties relating to Employee Benefits.

4.13. FCC Authorizations; Governmental Approvals.

(a) Schedule 1.1(a) contains an accurate, correct and complete list and summary description of all existing television broadcast licenses, construction permits, broadcast auxiliary licenses, special temporary authorizations and other authorizations issued to Seller by the FCC for the operation of the Station and the conduct of the Business, including any other Governmental Approvals issued by the FCC authorizing any activity ancillary or incidental to the ownership or operation of the Station and all antenna structure registrations required by the FCC (collectively, the "FCC Authorizations"). Each such

FCC Authorization is valid and in full force and effect, and there is not pending any Proceeding which could result in the non-renewal, suspension, termination, revocation, cancellation, adverse modification, limitation or impairment of any such FCC Authorization, except for matters of general applicability to the broadcast industry.

(b) Seller has made available to Buyer accurate and complete copies of all of the FCC Authorizations including all renewals thereof and all amendments thereto. Subject only to the receipt of the FCC Consent, all FCC Authorizations are freely assignable to Buyer.

(c) Schedule 1.1(b) discloses all Governmental Approvals (other than the FCC Authorizations) necessary to operate the Business as now being operated or as otherwise necessary in connection with Seller's ownership and use of the Purchased Assets.

4.14. Compliance with Laws.

(a) Seller is, and has been, in all material respects in compliance with each Law, including the Communications Act of 1934, as amended, and the rules and written policies of the FCC (the "Communications Act"), that is applicable to the Purchased Assets or the operation of the Business, and no event has occurred, and to Seller's Knowledge no condition or circumstance exists, that might (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 such material Law. Seller has not received any notice from any third party regarding any actual, alleged or potential violation of any such Law.

(b) The Station, its physical facilities, electrical and mechanical systems, and transmitting and studio equipment are operated in all material respects in accordance with the specifications of the FCC Authorizations and in accordance with the Communications Act. The antenna structures owned or used by the Station are in compliance in all material respects with the Communications Act and the requirements of the Federal Aviation Administration. All material reports and other filings required by the FCC with respect to the FCC Authorizations and the Station, including, without limitation, the material required to be placed in the Station's local public inspection files or other records, have been filed. All FCC regulatory fees assessed with respect to the FCC Authorizations have been paid.

4.15. Proceedings and Orders.

(a) As of the date of this Agreement, there is no Proceeding pending or, to Seller's Knowledge, threatened against the Seller, any of its properties, assets (including the Purchased Assets owned by it or the FCC Authorizations), the Business, or its rights relating thereto, except those generally affecting the television broadcast industry.

(b) As of the date of this Agreement, neither Seller's properties, assets (including the Purchased Assets and the FCC Authorizations), the Business nor Seller's rights relating to any of the foregoing, are subject to any Order, except those generally affecting the television broadcast industry.

4.16. MVPD Matters. Schedule 4.16 contains (a) a list of each retransmission consent Contract with any MVPD with more than 1,000 paid subscribers in the Station's Market, and (b) a list of the MVPDs that, to Seller's Knowledge, carry the Station and have more than 1,000 paid subscribers with respect to the Station outside of the Station's Market. Except as set forth on Schedule 4.16, Seller has entered into retransmission consent Contracts with respect to each MVPD that has more than 1,000 paid subscribers in the Station's Market, and, to Seller's Knowledge, no MVPD is retransmitting the signal of the Station without the authorization of Seller. As of the date of this Agreement, no MVPD has notified Seller that it has declined or threatened in writing to decline such carriage. To Seller's Knowledge, no MVPD has

petitioned the FCC to modify the Station's television market, the grant of which petition would result in the Station no longer having "must carry" rights with respect to such cable system.

4.17. Environmental and Health Matters. Seller is, and to Seller's Knowledge has been, in all material respect in compliance with all Environmental and Safety Laws and, without limiting the generality of the foregoing, Seller has obtained, is in material compliance with, and has been in material compliance with, all permits and other authorizations that are required pursuant to Environmental and Safety Laws for the occupation of the facilities of Seller with respect to the Station and the operation of the Business ("Environmental Permits"). A list of all Environmental Permits is set forth on Schedule 4.17. Seller has not received since the Acquisition Date (and to Seller's Knowledge, the Business has not received since January 1, 2013) any claim, action, complaint, cause of action, citation, Order, investigation, notice, report or other information regarding any actual or alleged violation of Environmental and Safety Laws. There has been no Release of Hazardous Substances by Seller or, to Seller's Knowledge, by any third party, at, on, under or from the Real Property and, to Seller's Knowledge, there are no facts, circumstances or conditions, existing, initiated or occurring prior to the Closing Date, that have or will result in any material Liability under any Environmental and Safety Laws. Seller has not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including any Hazardous Substance, or owned or operated any property or facility (and no such property or facility is contaminated by any Hazardous Substance) in a manner that has given or would give rise to material Liabilities, including any material Liability for investigation costs, response costs, remedial costs, corrective action costs, personal injury, property damage, natural resources damages or attorney and consultant fees and costs, pursuant to CERCLA or the Solid Waste Disposal Act, as amended, or any other Environmental and Safety Laws. Seller has not, either expressly or by operation of Laws, assumed or undertaken any material Liability, including any obligation for corrective or remedial action, of any other Person relating to Environmental and Safety Laws. To Seller's Knowledge, none of the Real Property or any other property owned, operated or used primarily in connection with the Business is listed or proposed for listing on the National Priorities List pursuant to CERCLA, or listed on the Comprehensive Environmental Response Compensation Liability Information System List, or any similar state list of sites. Seller has provided Buyer with access to each written environmental audit, health and safety audit, site assessment or investigation, soil and/or groundwater report, environmental compliance assessment, or other report regarding environmental, health and safety issues relating to the Real Property or Business prepared by or on behalf of Seller or, to Seller's Knowledge, any Governmental Authority or any other Person, with respect or relating to the Real Property. The representations and warranties contained in this Section 4.17 are the sole and exclusive representations and warranties relating to Environmental and Safety Laws.

4.18. Brokers. Neither Seller nor any of its Affiliates has entered into any Contract or arrangement entitling any agent, broker, investment banker, financial advisor or other firm or Person to any brokers' or finders' fee or any other commission or similar fee in connection with the Transaction.

5. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller as follows:

5.1. Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of Missouri and has full power and authority required to own, lease and operate its assets and to carry on its business as now being conducted.

5.2. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement and all other Transaction Agreements to which it is a party and to carry out the provisions of this Agreement and the other Transaction Agreements. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Agreements has been approved by all requisite action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer. Each of this

Agreement and the other Transaction Agreements constitutes, or upon execution and delivery, will constitute, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar Laws and equitable principles related to or limiting creditors' rights generally and by general principles of equity.

5.3. Brokers. Neither Buyer nor any of its Affiliates has entered into any Contract or arrangement entitling any agent, broker, investment banker, financial advisor or other firm or Person to any brokers' or finders' fee or any other commission or similar fee in connection with the Transaction.

5.4. No Conflicts. The execution, delivery and performance of this Agreement or any other Transaction Agreements by Buyer do not and will not (with or without notice or lapse of time) in any material respect, (a) conflict with, violate or result in any breach of the Organizational Documents of Buyer; (b) other than at the FCC, give any Governmental Authority or other Person the right to (i) approve or challenge the Transaction; (ii) exercise any remedy or obtain any relief under any Law or any Order to which Buyer, is subject; or (iii) require Buyer to obtain any consent or make or deliver any filing or notice to a Governmental Authority other than the FCC.

5.5. Litigation. As of the date of this Agreement, there is no pending or, to Buyer's Knowledge, threatened against any Buyer which would reasonably be expected to affect Buyers' ability to perform its obligations under this Agreement or otherwise impede, prevent or materially delay the consummation of the Transaction. "Knowledge" with respect to Buyer shall mean the actual knowledge of David R. Bradley or Michael J. Meara.

5.6. FCC Qualification. Subject to obtaining the FCC Consent, Buyer is legally, financially and otherwise qualified to acquire, own and operate a television broadcast station under the Communications Act and the rules, regulation and policies of the FCC.

6. COVENANTS

6.1. Consummation of Agreement. Subject to the provisions of Section 8: (a) each of Buyer and Seller shall use its reasonable best efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the Transactions to be fully carried out; and (b) neither Buyer nor Seller shall not take any action that would make the consummation of the Transaction contrary to the Communications Act or the rules, regulations, or policies of the FCC.

6.2. Operation of the Business. From the date of this Agreement until the Closing:

(a) Seller shall continue to carry on the Business and keep its books and accounts, records and files in, all material respects, the usual and ordinary manner in which the Business has been conducted in the past. Seller shall operate the Station in accordance with the terms of the FCC Authorizations and in compliance in all respects with all applicable Laws and all applicable FCC rules and regulations. Seller shall timely file any necessary applications for renewal or extension of the FCC Authorizations.

(b) Seller shall provide Buyer with copies of the regular monthly internal operating statements relating to the Business for the monthly accounting periods between the date of this Agreement and the Closing Date by the 20th day of each month for the preceding month, which statements shall be prepared in accordance with Seller's past practice and shall accurately and fairly present the results of Seller's operations during such periods.

(c) Seller shall use its commercially reasonable efforts consistent with past practice and in the ordinary course of business to preserve its business organization, keep available the services of its employees, and preserve its relationships with customers, suppliers and others with whom it deals.

(d) Nothing contained in this Agreement shall give Buyer any right to control the programming, operations or any other matter relating to the Station prior to the Closing Date, and Seller shall have complete control of the programming, operations and all other matters relating to the Station up to the Closing Date.

(e) Seller shall keep all Personal Property and Real Property in good condition and repair, ordinary wear and tear excepted, and shall maintain adequate and usual supplies of office supplies, spare parts and other materials as have been customarily maintained in the past.

(f) Seller shall act and refrain from acting, as the case may be, so as not to cause any of the representations and warranties set forth in Section 4 to be materially untrue on and as of the Closing Date, except for changes therein in the ordinary and usual course of business.

(g) Prior to the Closing, Seller shall not, without the prior written consent of Buyer, which shall not be unreasonably delayed, withheld or conditioned:

(i) sell, lease, transfer, or agree to sell, lease or transfer, any of the Purchased Assets which individually or in the aggregate are material to the operation of the Business;

(ii) except as may be required by applicable Law or as required by any Contract to which Seller is a party, grant any raises to employees of the Business, pay any substantial bonuses or enter into, terminate, renew or amend any contract of employment with any employee or employees of the Business;

(iii) enter into, renew or amend any other Contract with respect to the Business except (A) time sales Contracts entered into in the ordinary course of business, or (B) other Contracts entered into, renewed or amended (1) in the ordinary course of business, and (2) which provide for the payment to or by Seller of \$5,000 or less;

(iv) apply to the FCC for any construction permit that would restrict the Station's present operations, or make any change in the Station's buildings, leasehold improvements or fixtures except in the ordinary course of business; or

(v) directly or indirectly solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to, or consider the merits of any unsolicited inquiries or proposals from, any Person (other than Buyer) relating to any transaction involving the sale of Seller, the Station or the Purchased Assets.

6.3. Access.

(a) At the reasonable request of Buyer, Seller shall from time to time give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of Buyer: (a) reasonable access during normal business hours to all employees, facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, Contracts, commitments, records and files of every character, equipment, machinery, fixtures, furniture, vehicles, notes and accounts payable and receivable

of Seller with respect to the Business; and (b) all such other information concerning the Business as Buyer may reasonably request.

(b) Without limiting the generality of the foregoing, within forty-five (45) days from the date of this Agreement, Buyer shall have the right, at its sole cost and expense, to engage an environmental consulting firm to conduct a Phase 1 environmental site assessment (the "Environmental Assessment") with respect to each Real Property, provided such Environmental Assessment shall be conducted (i) during regular business hours, (ii) with no less than three (3) Business Days prior written notice to Seller, (iii) in a manner which will not unreasonably interfere with the operation of the Business or the use of access to or egress from such Real Property and (iv) without any material damage to any property, real or personal, of Seller. If any such Environmental Assessment discloses, with respect to any Real Property, any material environmental condition at or in connection with such Real Property or the Business, including a recommendation to undertake environmental investigation, remediation or monitoring, any environmental damage or injury to any person, property or natural resource, and any actual or potential liability relating to non-compliance with Environmental and Safety Laws, Buyer may notify Seller of such conditions (the "Specified Environmental Conditions") within fifteen (15) days after the date of the issuance of Environmental Assessment and shall provide Seller with a copy of such report. If Buyer so notifies Seller, Seller shall have the opportunity to remedy any Specified Environmental Condition with respect to the Real Property to the extent required by Environmental and Safety Laws; provided, however, that if Seller elects not to so remedy any Specified Environmental Condition, then, Buyer may either (a) terminate this Agreement or (b) waive its right to terminate this Agreement, in which case Seller shall indemnify and hold Buyer harmless from, any Damages incurred by Buyer related to any such Specified Environmental Conditions.

(c) Without limiting the generality of the foregoing, within forty-five (45) days from the date of this Agreement, Buyer shall have the right, at its sole cost and expense, to conduct (or have conducted) an inspection of the tower located on the Real Property, provided such inspection shall be conducted (i) during regular business hours, (ii) with no less than three (3) Business Days prior written notice to Seller, (iii) in a manner which will not unreasonably interfere with the operation of the Business or the use of access to or egress from such Real Property and (iv) without any material damage to any property, real or personal, of Seller. If such inspection discloses any material defect, disrepair or structural concern with respect to the tower, Buyer may notify Seller of such conditions within such forty-five (45) days period and shall provide Seller with a copy of any inspection report. If Buyer so notifies Seller, Seller shall have the opportunity to remedy any such condition with respect to the tower; provided, however, that if Seller elects not to so remedy any such condition, then, Buyer may terminate this Agreement.

6.4. FCC Applications. On the later (i) April 4, 2019 or (ii) the date upon which the FCC's electronic application filing system will accept applications and the accompanying filing fees the execution of this Agreement, Seller and Buyer shall jointly prepare and file with the FCC a complete and accurate application for FCC Consent to the assignment of the FCC Authorizations from Seller to Buyer as contemplated herein (the "FCC Application"). Seller and Buyer shall each pay one-half of all FCC filing fees in connection with the FCC Application. Seller and Buyer shall notify the other in the event it becomes aware of any facts, actions, communications or occurrences that might directly or indirectly affect their ability to obtain the FCC Consent. Seller and Buyer shall diligently take all necessary, desirable and appropriate actions, provide any additional information reasonably required or requested by the FCC and otherwise use their reasonable efforts to obtain the FCC Consent. Seller and Buyer shall oppose any petitions to deny or other objections filed with respect to the FCC Application, provided, however, that neither Seller nor Buyer shall have any obligation to participate in any evidentiary hearing on the FCC Application or to pay a third party to obtain an FCC Consent.

6.5. Consents.

(a) Marked with an asterisk on Schedule 4.6 are all Material Assumed Contracts with respect to which a consent or approval to the Transactions is required (the "Restricted Contracts"). The parties agree that consent or approval for the assignment of the Restricted Contracts designated with a double asterisk on Schedule 4.6 (the "Material Restricted Contracts") is material to the Closing. As promptly as possible after the date of this Agreement, Buyer and Seller shall use reasonable commercial efforts to obtain all such consents. In seeking such consents, neither Buyer nor Seller shall be required to (i) agree to any material changes in, or to the imposition of any material condition to the transfer to Buyer of, any Restricted Contract or Governmental Approval, (ii) dispose of or make any changes to its business, or (iii) expend any material funds or incur any other unreasonable burden.

(b) If any such consent or approval is not obtained with respect to a Restricted Contract other than a Material Restricted Contract: (i) Seller shall, at the request of Buyer and in such manner as Buyer shall reasonably specify, take all such reasonable action (including without limitation the appointment of Buyer as attorney-in-fact for Seller) and do or cause to be done all such things as shall be commercially reasonable necessary or proper to assure that the rights, benefits and consideration to be received by Seller under such Assumed Contract will be preserved for the benefit of and delivered to Buyer, and (ii) to the extent that the rights, benefits and consideration under such Assumed Contract are received by Buyer, Buyer shall pay, perform and discharge, on behalf of and for the benefit of Seller, all of Seller's obligations with respect to that Assumed Contract.

6.6. Multi-Station Contracts. Schedule 6.6 contains a list as of the date hereof of material Contracts to which Seller or one of its Affiliates is a party which relate to the Station and one or more other television stations, other than the Station, of Seller or its Affiliates (an "Other Seller Station") is party to, or has rights or obligations thereunder (any such Contract, a "Multi-Station Contract"). With respect to any Multi-Station Contract, if the Station is subject to the "after acquired" provision of any Contract between Buyer (or any Affiliate of Buyer) and the counterparty to the Multi-Station Contract, then that "after acquired" provision shall control and the Multi-Station Contract will be an Excluded Contract. Otherwise, the rights and obligations under the Multi-Station Contracts that are assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Liabilities, as the case may be) shall include only those rights and obligations under such Multi-Station Contracts that are applicable to the Station (such rights and obligations, the "Multi-Station Contract Rights"). The rights of each Other Seller Station with respect to such Contract and the obligations of each Other Seller Station to such Contract shall not be assigned to and assumed by Buyer (and shall be Excluded Assets). For purposes of determining the scope of Multi-Station Contract Rights, the rights and obligations under each Multi-Station Contract shall be equitably allocated among (i) the Station, on the one hand, and (ii) the Other Seller Stations, on the other hand, in accordance with the following equitable allocation principles:

(a) any allocation set forth in the Multi-Station Contract shall control; and

(b) if there is no reasonable allocation as described in clause (i), then then reasonable accommodation (to be determined by mutual good faith agreement of Seller and Buyer) shall control.

Subject to any applicable third-party consents, such allocation and assignment with respect to any Multi-Station Contract shall be effectuated, at the election of Buyer, by termination of such Multi-Station Contract in its entirety with respect to the Station and the execution of new Contracts with respect to the Station or by an assignment to and assumption by Buyer of the Multi-Station Contract Rights. The parties shall use commercially reasonable efforts to obtain any such new Contracts or assignments to, and assumptions by, Buyer in accordance with this Section 6.6; provided, that, completion of documentation of any such allocation under this Section 6.6 is not a condition to Closing.

6.7. Noncompete/Nonsolicitation. Seller covenants and agrees that for a period of five (5) years after the Closing Date, neither it nor any of its Affiliates shall, directly or indirectly, either for itself or any other Person (a) engage, participate or invest in or assist, as owner, part-owner, shareholder, partner, director, officer, trustee, employee, agent or consultant, or in any other capacity, any television broadcasting station that distributes its signals in or into the Market or a multi-channel video programming distributor that transmits video programming to subscribers in the Market (collectively, a "Media Business"), or (b) solicit or employ any employee of the Station or induce, attempt to induce, or endeavor to cause any such person to terminate his employment at the Station, or otherwise interfere in any way with the relationship between such person and Buyer. The foregoing notwithstanding, Seller and its Affiliates may own securities in any publicly held corporation engaged in a Media Business, but only to the extent that such shareholders do not own of record or beneficially, or possess voting control over, more than five percent (5%) of the outstanding voting stock of such corporation. Each restriction or agreement contained in this Section 6.7 is severable. If the time period, geographical area specified, or any of the substantive provisions in this Section 6.7 shall be adjudicated as unreasonable or unenforceable in any Proceeding, then it is the intention of the parties hereto that the provisions in this Section 6.7 should be reduced in time or scope, or a combination of the foregoing, so that each such restriction or covenant may be enforced for the maximum time and scope as is adjudicated to be reasonable or enforceable. Seller hereby agrees that in the event of breach of this Section 6.7 damages would be difficult, if not impossible, to ascertain, that irreparable damage would occur in the event that any of the provisions of this Section 6.7 were not performed in accordance with their specific terms or were otherwise breached, and that the character, periods and geographical area and the scope of the restrictions on Seller's activities are fair and reasonably required for the protection of Buyer. It is accordingly agreed that, in addition to and without limiting any other remedy or right it may have, Buyer shall be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction, without any necessity of proving damages or any requirement for posting of a bond or other security, enjoining any such breach or threatened breach by Seller of this Section 6.7, and enforcing specifically the terms and provisions of this Section 6.7. Seller hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief.

6.8. Public Announcements. Prior to the Closing, no party shall make or issue any press release or make a public announcement with respect to the Transaction without the prior consent of the other party; without limiting the foregoing, the parties agree and acknowledge that neither party will make any announcement of the execution of this Agreement or of the pending Transaction prior to April 4, 2019.

6.9. Risk of Loss. The risk of loss and damage, whether by force majeure or other casualty, to the Purchased Assets between the date of this Agreement and the Closing Date will be on Seller, pursuant to the provisions set out below. If practicable, Seller shall take all reasonable steps to repair, replace and restore the Purchased Assets as soon as possible after any loss or damage, it being understood and agreed that all insurance proceeds with respect thereto ("Proceeds") will be applied to or reserved for such replacement, restoration or repair, but that Seller will have no obligation to repair, replace or restore in excess of the Proceeds actually received by Seller, and that Buyer's sole remedies if Seller elects not to fully repair, replace or restore will be either, in Buyer's sole discretion (a) to terminate this Agreement, or (b) to close and accept the Purchased Assets in their then-current condition, in which case Buyer will receive a reduction in the Purchase Price in an amount equal to the amount necessary to fully repair or replace the damaged Purchased Assets.

6.10. Accounts Receivable. On the Closing Date, Seller shall assign to Buyer for a period of six months (the "Collection Period"), for purposes of collection only, all Accounts Receivable arising out of the operation of the Business prior to the Effective Time. Buyer shall use its reasonable efforts in accordance with its normal collection procedures (but without any obligation to utilize a collection agency or to commence or prosecute any litigation) to collect the full amount of all of Seller's Accounts Receivable.

Buyer shall pay to Seller all monies collected on such Accounts Receivable. All payments received from account debtors of the Business shall be applied on a "first in-first out" basis (i.e., proceeds received will be applied to the oldest outstanding receivables), except to the extent that an account or some portion of an account is disputed by the account debtor as properly due, in which case Buyer shall apply the payments as directed by the account debtor. Such payments to Seller shall be made no later than the 90th day following the Closing Date for all accounts collected during the first 60 days of the Collection Period, no later than the 150th day following the Closing Date for all accounts collected during the second 60 days of the Collection Period, and no later than the 210th day following the Closing Date for all accounts collected during the remainder of the Collection Period. All Accounts Receivable remaining uncollected as of the end of the Collection Period shall be reassigned for collection to Seller without recourse on Buyer. Buyer shall, during the Collection Period, permit Seller or its authorized representatives and agents to have access to all books and records of Buyer pertaining to Accounts Receivable and collections thereof during reasonable business hours and on reasonable advance notice. Buyer, for the account of Seller, shall pay commissions relating to Seller's Accounts Receivable on such collections to salespersons who are entitled to receive their commissions upon the collection of such Accounts Receivable in accordance with Seller's current business practices, and the amount remitted to Seller shall be net of such commissions and applicable payroll taxes.

6.11. Confidentiality. The parties hereto acknowledge and agree that (a) until the Closing Date, Buyer shall hold in confidence and not disclose, except as required by Law, the information that is disclosed to Buyer by Seller or its agents and representatives in connection with the Transactions that is labeled as confidential and proprietary or that given the nature and circumstances of disclosure would reasonably be understood to be confidential and (b) for a period of eighteen (18) months following the Closing Date, Seller shall hold in confidence and not disclose, except as required by Law, any nonpublic information concerning the Station or the Business.

6.12. Additional Buyer Obligations. Buyer agrees that it will comply with the obligations set forth on Schedule 6.12.

7. CONDITIONS TO CLOSING

7.1. Conditions to Buyer's Obligation to Close. The obligations of Buyer to consummate the Transaction shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived by Buyer in writing (except for the FCC's grant of the FCC Consent, which is not waivable):

(a) **Representations, Warranties and Covenants.** (i) All of the representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date (other than any representation or warranty that is expressly made as of a specified date, which need be true and correct in all material respects as of such specified date only) disregarding all materiality or similar qualifiers therein; and (ii) Seller shall have performed, in all material respects all of its respective covenants and obligations in this Agreement required to be performed as of the Closing Date;

(b) **Documents.** Seller shall have delivered to Buyer all of the documents and agreements set forth in Section 3.2;

(c) **Consents.** Seller shall have delivered to Buyer all consents to the assignment of the Material Restricted Contracts;

(d) **FCC Consent.** The FCC shall have granted the FCC Consent and it shall have become a Final Order;

(e) No Material Adverse Effect. Between the date of this Agreement and the Closing Date, there shall not have occurred any material damage or destruction of the Purchased Assets or any Material Adverse Effect with respect to the Business, the Purchased Assets or the FCC Authorizations;

(f) Title Insurance. Buyer shall have received irrevocable binding commitments for fully-paid policies of title insurance on the Owned Property, insuring in Buyer marketable fee simple title to the Owned Property in an amount that is not less than \$1,000,000 (or such lesser amount determined by Buyer), subject only to the Permitted Encumbrances and such other Encumbrances as Buyer may approve in its sole discretion; and

(g) No Legal Impediments to Closing. There shall not be in effect any Order issued by any Governmental Authority preventing the consummation of the Transaction, seeking any Damages as a result of the Transaction, or otherwise affecting the right or ability of Buyer to own, operate or control the Purchased Assets or of Buyer to assume the FCC Authorizations, nor shall any Proceeding be pending that seeks any of the foregoing.

7.2. Conditions to Seller's Obligation to Close. The obligation of Seller to consummate the Transaction shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived by Seller in writing (except for the FCC's grant of the FCC Consent, which is not waivable):

(a) Representations, Warranties and Covenants. (i) All of the representations and warranties of Buyer in this Agreement shall be true and correct in all material respects as of the Closing Date (other than any representation or warranty that is expressly made as of a specified date, which need be true and correct in all material respects as of such specified date only) disregarding all materiality or similar qualifiers therein; and (ii) Buyer shall have performed, in all material respects all of its respective covenants and obligations in this Agreement required to be performed as of the Closing Date;

(b) Documents. Buyer shall have delivered to Seller all of the documents and agreements set forth in Section 3.3;

(c) FCC Consent. The FCC shall have granted the FCC Consent; and

(d) No Legal Impediments to Closing. There shall not be in effect any Order issued by any Governmental Authority preventing the consummation of the Transaction, seeking any Damages as a result of the Transaction, or otherwise prohibiting Seller from selling the Business, the Purchased Assets, or the FCC Authorizations or that makes this Agreement or the consummation of the Transaction illegal, nor shall any Proceeding be pending that seeks any of the foregoing.

8. TERMINATION

8.1. Termination. This Agreement may be terminated at any time on or prior to the Closing Date:

(a) by the mutual consent of the parties;

(b) by Buyer, in accordance with and to the extent permitted by Section 6.3(b), Section 6.3(c) or Section 6.9;

(c) by Seller, if Buyer is in breach of any of its covenants or agreements contained in this Agreement, or there shall be any inaccuracy of any of the representations or warranties of Buyer

contained in this Agreement, and such breach or inaccuracy either individually or in the aggregate would, if occurring or continuing on the Closing Date, give rise to the failure of a condition set forth in Section 7.2, and such breach or inaccuracy if curable, is not cured by, on or before the earlier of (i) September 30, 2019 (the "Termination Date") or (ii) thirty (30) days following receipt of written notice by Seller; provided, however, that Seller shall not have the right to terminate this Agreement pursuant to this Section 8.1(c) if Seller is then in breach of any of its covenants or agreements contained in this Agreement or any of the representations or warranties of Seller contained in this Agreement shall be inaccurate, and, in any such case would give rise to the failure of a condition set forth in Section 7.1;

(d) by Buyer, if Seller is in breach of any of its covenants or agreements contained in this Agreement, or there shall be any inaccuracy of any of the representations or warranties of Seller contained in this Agreement, and such breach or inaccuracy either individually or in the aggregate would, if occurring or continuing on the Closing Date, give rise to the failure of a condition set forth in Section 7.1, and such breach or inaccuracy if curable, is not cured by, on or before the earlier of (i) the Termination Date or (ii) thirty (30) days following receipt of written notice by Buyer; provided, however, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 8.1(d) if Buyer is then in breach of any of its covenants or agreements contained in this Agreement or any of the representations or warranties of Buyer contained in this Agreement shall be inaccurate, and, in any such case would give rise to the failure of a condition set forth in Section 7.2;

(e) by any party hereto if the FCC has denied the approvals contemplated by this Agreement in an order which has become a Final Order; provided, however that if such denial is caused by, or is a result of, an action or inaction of a party hereto, such party shall not be entitled to terminate this Agreement pursuant to this Section 8.1(e); or

(f) by any party hereto if the Closing shall not have been consummated on or before the Termination Date; provided, however, that the right to terminate this Agreement under this Section 8.1(f) shall not be available to any party if the failure of the Closing to occur by such date shall be due to the failure of such party to perform or observe the covenants and agreements of such party set forth in this Agreement.

8.2. Liabilities on Termination or Breach. Upon termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become null and void, neither party or any of its officers, directors, employees, agents, consultants, stockholders, principals, successors or assigns shall have any rights, liabilities, or obligations hereunder or with respect hereto; provided, however, that nothing contained herein shall relieve any party from liability for any breach or inaccuracy of any representation or warranty contained herein or any failure to comply with any covenant or agreement contained herein.

8.3. Specific Performance. The parties hereto acknowledge and agree that the parties hereto would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, and that damages are inadequate to compensate for any such failure to perform or breach. Accordingly, in the event of a breach by a party hereof of its covenants and agreements to be performed on or before the Closing Date, the non-breaching may, in addition to its other rights under this Agreement, elect to seek to obtain an injunction restraining any such breach, subject to obtaining any requisite approval of the FCC, to enforce this Agreement by a decree of specific performance requiring the breaching or non-performing party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

9. INDEMNIFICATION

9.1. Survival. All representations and warranties contained in this Agreement shall survive the Closing, any investigation conducted by any party hereto and any information which any party may receive, until the date that is 18 months following the Closing, whereupon all such representations, warranties shall expire and terminate and shall be of no further force or effect, except for the Fundamental Representations, which shall survive the Closing until thirty (30) days after the statute of limitations (giving effect to any waiver, mitigation or extension thereof) applicable to the subject matter of such representations and warranties bars all claims with respect to such subject matter. All covenants set forth herein shall survive the Closing in accordance with their respective terms and shall continue until all obligations set forth therein shall have been performed and satisfied. Notwithstanding anything else to the contrary in this Agreement, any claims for indemnification asserted in good faith by a party entitled to indemnification hereunder (an "Indemnified Party") prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation, warranty or covenant and such claims shall survive until finally resolved.

9.2. Indemnification by Seller. Seller, jointly and severally, shall indemnify, defend and hold harmless Buyer and its officers, directors, managers, employees, attorneys, shareholders and members (the "Buyer Indemnified Parties") as required by Section 6.3(b) and from and against any and all Damages, whether or not involving a third party claim, including attorneys' fees, arising out of, relating to or resulting from: (a) any breach of any representation or warranty (other than the Fundamental Representations) made by Seller in this Agreement; (b) any breach of any Fundamental Representation; (c) any breach by Seller of any covenant or obligation of Seller in this Agreement; (d) any severance pay or other payment required to be paid with respect to any employee of the Station for pre-Closing periods; or (e) any failure by Seller to pay or discharge any Liability relating to the Business that is not expressly assumed by Buyer pursuant to the provisions of this Agreement.

9.3. Indemnification by Buyer. Subject to the limitations set forth in this Section 9, Buyer shall indemnify, defend and hold harmless Seller and their officers, directors, managers, employees, attorneys, shareholders and members from and against any and all Damages, whether or not involving a third party claim, including attorneys' fees, arising out of, relating to or resulting from (a) any breach of any representation or warranty made by Buyer in this Agreement; or (b) any breach by Buyer of any covenant or obligation of Buyer in this Agreement.

9.4. Limitations on Indemnification. Notwithstanding anything herein to the contrary, Seller shall not be obligated to indemnify any Buyer Indemnified Party pursuant to (a) Section 9.2(b) to the extent that the aggregate of Seller's obligations for all of Buyer's Damages exceeds the Purchase Price; and (b) Section 9.2(a): (i) unless the aggregate of all Damages of the Buyer Indemnified Parties exceeds Sixty-Eight Thousand Two Hundred Fifty Dollars (\$68,250), in which case the Buyer Indemnified Parties shall be entitled to recover all of their Damages or (ii) for the amount by which the aggregate of Seller's obligations for all Damages incurred by the Buyer Indemnified Parties exceeds One Million Three Hundred Sixty-Five Thousand Dollars (\$1,365,000); provided, however, that the provisions of this Section 9.4 shall not apply to Seller's indemnification obligation arising out of, relating to or resulting from fraud or intentional misrepresentation by Seller. Notwithstanding anything to the contrary contained herein, the amount of any Damages incurred or suffered by an Indemnified Party will be calculated after giving effect to any insurance proceeds or other third party indemnification proceeds actually recovered and paid to the Indemnified Party (net of any costs of recovery, deductibles, premium adjustments or other costs).

9.5. Third Party Claims.

(a) If a third party initiates a Proceeding (a "Third Party Claim") against any Indemnified Party with respect to any matter that the Indemnified Party might make a claim for indemnification against any Party (the "Indemnifying Party") under this Section 9, then the Indemnified Party must promptly notify the Indemnifying Party in writing of the existence of such Third Party Claim and must deliver copies of any documents served on the Indemnified Party with respect to the Third Party Claim; provided, however, that any failure on the part of an Indemnified Party to so notify an Indemnifying Party shall not limit any of the obligations of the Indemnifying Party under this Section 9 (except to the extent such failure materially prejudices the defense of such Proceeding).

(b) Upon receipt of the notice described in Section 9.5(a), the Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel reasonably satisfactory to the Indemnified Party, provided, that (i) the Indemnifying Party notifies the Indemnified Party in writing within fifteen (15) days after the Indemnified Party has given notice of the Third Party Claim of its intention to assume such defense, (ii) the Indemnifying Party agrees in writing that the Indemnifying Party is unconditionally obligated to pay and satisfy any Damages which may arise with respect to such Third Party Claim; (iii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (iv) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief that would materially inhibit the operation of the Business, and (v) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently. The Indemnifying Party will keep the Indemnified Party apprised of all material developments, including settlement offers, with respect to the Third Party Claim and permit the Indemnified Party to participate in the defense of the Third Party Claim. So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with this Section 9.5(b), the Indemnifying Party will not be responsible for any attorneys' fees or other expenses incurred by the Indemnified Party regarding the Third Party Claim. If the Indemnifying Party assumes the defense of a Third Party Claim, no compromise or settlement of such claims may be effected by the Indemnifying Party without the Indemnified Party's consent (which consent shall not be unreasonably withheld, delayed or conditioned) unless (A) there is no finding or admission of any violation of Law or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party.

(c) In the event that (i) the Indemnifying Party does not elect to assume control or otherwise participate in the defense of, or opposition to, any Third Party Claim or is not entitled to assume control of the defense of, or opposition to, any such Third Party Claim, or (ii) any of the conditions under Section 9.5(b) is or becomes unsatisfied, however, then (A) the Indemnified Party may defend against such Third Party Claim in any manner it may reasonably deem appropriate, (B) if the Indemnifying Party agrees that it is liable under this Section 9 for the Damages resulting from the Third Party Claim, the Indemnifying Party will reimburse the Indemnified Party promptly and periodically for the costs of defending against such Third Party Claim (including reasonable attorneys' fees and expenses), (C) the Indemnifying Party will remain responsible for any Damages the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by such Third Party Claim to the extent provided in this Section 9 and (D) the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim; provided, however, that the Indemnified Party shall not have the right to consent or otherwise agree to any monetary settlement or relief or non-monetary settlement or relief applicable to the Indemnifying Party, including injunctive relief or other equitable remedies, without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, delayed or conditioned.

9.6. Other Indemnification Matters. All indemnification payments under this Section 9 will be deemed adjustments to the Purchase Price. For purposes of determining whether there has been any misrepresentation or breach of a representation or warranty, and for purposes of determining the amount of Damages resulting therefrom, all qualifications or exceptions in any representation or warranty relating to or referring to the terms “material”, “materiality”, “in all material respects”, or any similar term or phrase shall be disregarded, it being the understanding of the parties that for purposes of determining liability under this Section 9, the representations and warranties of the parties contained in this Agreement shall be read as if such terms and phrases were not included in them.

9.7. Exclusive Remedies. Except as otherwise set forth herein, the remedies provided in this Agreement shall be the sole and exclusive remedies for the parties.

10. MISCELLANEOUS PROVISIONS

10.1. Expenses. Whether or not the Transaction is consummated, other than as expressly set forth herein, each party shall pay its own costs and expenses in connection with this Agreement and the Transaction (including the fees and expenses of its advisers, accountants and legal counsel). Notwithstanding the foregoing, Seller shall pay all premiums and costs for policies of title insurance on the Owned Property as contemplated by this Agreement.

10.2. No Third Party Beneficiaries. Except as set forth below, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any Person other than the parties and their respective heirs, personal representatives, successors and permitted assigns, except that the Indemnified Parties, solely with respect to Section 9, shall be intended third party beneficiaries.

10.3. Entire Agreement. This Agreement (including the exhibits and schedules) and the other Transaction Agreements constitute the entire agreement among the parties to this Agreement and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

10.4. Succession and Assignment. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Seller may not assign this Agreement or any part hereof without the prior written consent of Buyer, which shall not be withheld unreasonably. Buyer may not assign this Agreement or any part hereof without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, that Buyer may assign its rights to purchase the Owned Property to an Affiliate of Buyer upon written notice to, but without the consent of, Seller. In the event of any assignment of this Agreement (other than with respect to the Owned Property), the assignee shall enter into a written agreement accepting joint and several liability for all obligations under this Agreement with the effect that no assignment shall relieve any party of any obligation or liability under this Agreement. No assignment shall delay processing of the FCC Application or grant of the FCC Consent in any material respect.

10.5. Further Assurances. From time to time following the Closing, Seller shall execute and deliver, or cause to be executed and delivered, to Buyer such other instruments of conveyance and transfer as Buyer may reasonably request or as may be otherwise necessary to effectively convey and transfer to, and vest in, Buyer and put Buyer in possession of, any part of the Purchased Assets.

10.6. Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile, portable document format (.PDF), or other electronic format), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

10.7. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) when sent by electronic mail, on the date of transmission to such recipient, (c) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) four Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Seller: Heartland Media LLC
3282 Northside Parkway
Suite 275
Atlanta, GA 30327
Attention: Robert S. Prather, Jr.
Email: bob@heartlandtv.com

Copies to: MSouth Equity Partners
(which copies shall Two Buckhead Plaza
not constitute 3050 Peachtree Road, NW, Suite 550
notice) Atlanta, Georgia 30305
Attention: Anthony Hauser
Email: Ahauser@MSouth.com

and to:

Eversheds Sutherland (US) LLP
999 Peachtree St. NE, Ste 2300
Atlanta, GA 30309
Attn: Michael J. Voynich
Email: Michaelvoynich@eversheds-sutherland.com

If to Buyer: News-Press TV, LLC
Attention: J. Timothy Hannan
825 Edmond Street
St. Joseph, MO 64501
Email: tim.hannan@npgco.com

Copy to: Spencer Fane LLP
(which copy shall 1000 Walnut Street, Suite 1400
not constitute Kansas City, MO 64106
notice) Attn: Michael McCann
Email: mmccann@spencerfane.com

Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

10.8. Governing Law. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, any of the Transaction, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties, whether arising in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the domestic Laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any such claim,

controversy or dispute), without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

10.9. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.10. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10.11. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any Laws shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. In this Agreement (a) the words “hereof,” “herein,” “hereto,” “hereunder,” and words of similar import refer to this Agreement as a whole and not merely to a specific section, paragraph, or clause in which the respective word appears, (b) words importing gender include the other gender as appropriate, (c) any terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference, (d) unless otherwise stated, references to any Section, Schedule or Exhibit are to such Section of, or Schedule or Exhibit to, this Agreement, (e) the words “include”, “includes”, and “including” are deemed in each case to be followed by the words “without limitation”, (f) the word “shall” denotes a directive and obligation, and not an option, and (g) the section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.12. Disclosure Schedules. Disclosure of information included on any schedule (or any portion thereof) shall be considered disclosures for all other schedules (or other portions thereof) to the extent that it is reasonably apparent from the text of such disclosure that such disclosure is applicable to such other schedules (or other portions thereof). In addition, the fact that any disclosure on any schedule is not required to be disclosed in order to render the applicable representation or warranty to which it relates true, or that the absence of such disclosure on any schedule would not constitute a breach of such representation or warranty, shall not be deemed or construed to expand the scope of any representation or warranty hereunder or to establish a standard of disclosure in respect of any representation or warranty. However, without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made in this Agreement (unless the representation or warranty has to do with the existence of the document or other item itself) (it being understood that the foregoing shall not limit the ability of Seller in any schedule to incorporate by reference or specifically refer to the terms or contents of any other documents or matters). Buyer and Seller intend that each representation, warranty and covenant contained herein shall have independent significance. If any party has breached any representation, warranty or covenant contained in this Agreement in any respect, then the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation,

warranty, or covenant; provided, however, for the avoidance of doubt, if the amount of Damages is recovered by an Indemnified Party through the actual payment to such Indemnified Party, the same amount of Damages may not be recovered against the Indemnifying Party by reason of such Damages being subject to indemnification under more than one provision of this Agreement. The parties agree and acknowledge that the information included in the schedules was not prepared or disclosed with a view to its potential disclosure to others.

10.13. Waiver of Jury Trial. EACH OF THE PARTIES WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first written above.

USA Television MidAmerica Holdings, LLC

By: 
Name: Robert S. Prather, Jr.
Title: CEO

St. Joseph TV, LLC

By: 
Name: Robert S. Prather, Jr.
Title: CEO

St. Joseph TV License Company, LLC

By: 
Name: Robert S. Prather, Jr.
Title: CEO

News-Press TV, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first written above.

USA Television MidAmerica Holdings, LLC

By: _____
Name:
Title:

St. Joseph TV, LLC

By: _____
Name:
Title:

St. Joseph TV License Company, LLC

By: _____
Name:
Title:

News-Press TV, LLC

By: _____
Name: J. Timothy Hannan
Title: Manager

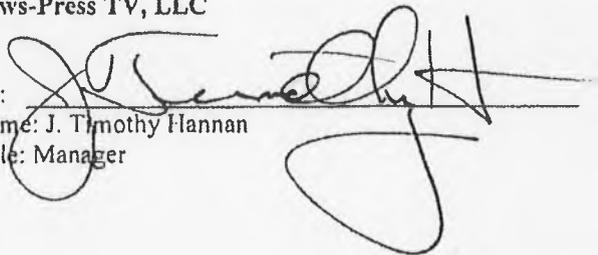
A handwritten signature in black ink, appearing to read "J. Timothy Hannan", is written over a horizontal line. The signature is stylized and extends above and below the line.

EXHIBIT A

CERTAIN DEFINITIONS

“Acquisition Date” means January 17, 2017.

“Affiliate” means, with respect to any Person, (a) any other Person that controls, is controlled by, or is under common control with such Person, and (b) any officer, director or shareholder of such Person. For purposes of this definition, the term “control” of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, whether through the ownership of voting securities, by contract or otherwise.

“Business” means the business of the Station (and shall not include the Other Seller Stations or the other businesses or assets of Seller).

“Business Day” means any day other than (a) a Saturday or a Sunday or (b) a day on which banking and savings and loan institutions are authorized or required by law to be closed in St. Joseph, Missouri.

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

“Contract” means any agreement, contract, consensual obligation, promise, understanding, arrangement, commitment or undertaking of any nature (whether written or oral and whether express or implied).

“Damages” means and include any actual loss, damage, injury, Liability, claim, demand, settlement, judgment, award, fine, penalty, tax, fee (including any legal fee, accounting fee, expert fee or advisory fee), charge, cost (including any cost of investigation) or expense of any nature.

“Employee Benefit Plan” means any pension plan, profit sharing plan, deferred compensation plan, stock option or stock bonus plan, savings plan, welfare plan or other benefit plan or arrangement, policy, practice, procedure or contract concerning employee benefits or fringe benefits or any kind, whether or not governed by ERISA.

“Encumbrance” means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, equity, trust, equitable interest, claim, preference, right of possession, lease, tenancy, license, encroachment, covenant, infringement, interference, Order, proxy, option, right of first refusal, preemptive right, community property interest, legend, defect, impediment, exception, reservation, limitation, impairment, imperfection of title, condition or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

“Entity” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust or company (including any limited liability company or joint stock company).

“Environmental and Safety Laws” means all Laws concerning public health and safety, natural resources and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any Hazardous Substances, materials, or wastes, chemical substances, or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum

products or byproducts, fuel oil products and byproducts, mold, asbestos, polychlorinated biphenyls, noise, or radiation.

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

“FCC Consent” means an order or orders of the FCC, or of its staff, acting under delegated authority, consenting to the assignment to Buyer or Buyer’s permitted assignee of the FCC Authorizations, as proposed in the FCC Applications, without conditions which are materially adverse to Buyer or which in any way diminish the operating rights with respect to the FCC Authorizations, the Purchased Assets or the Station, except any such conditions expressly accepted by Buyer in writing.

“Final Order” means an FCC Consent which has not been vacated, reversed, stayed, set aside, annulled or suspended; with respect to which no timely appeal, timely request for stay, or timely petition for reconsideration, rehearing or review by any Person or the FCC on its own motion, is pending; and as to which the time for filing any such timely appeal, timely request, timely petition for reconsideration, rehearing or review by the FCC on its own motion has expired.

“Fundamental Representation” means the representations and warranties of Seller set forth in Sections 4.1 (Organization), 4.2 (Authority), 4.5 (Taxes), 4.8(a) (Title of Assets), 4.17 (Environmental and Safety Matters) and 4.18 (Brokers).

“Governmental Approval” means any: (a) permit, license, certificate, concession, approval, consent, ratification, permission, clearance, confirmation, exemption, waiver, franchise, certification, designation, rating, registration, variance, qualification, accreditation or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law; or (b) right under any Contract with any Governmental Authority.

“Governmental Authority” means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature within the United States of America; (b) federal, state, local, municipal or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal).

“Hazardous Substances” means (a) petroleum or petroleum products, flammable materials, explosives, radioactive materials, radon gas, lead-based paint, asbestos in any form, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), transformers or other equipment that contain dielectric fluid containing PCBs and toxic mold or fungus of any kind or species, (b) any chemicals or other materials or substances which are defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “toxic substances,” “toxic pollutants,” “contaminants,” or “pollutants” under any applicable Environmental and Safety Laws, and (c) any other chemical, material or substance, exposure to or the Release of which is prohibited, limited, or regulated, or could give rise to liability under any applicable Environmental and Safety Laws.

“Intellectual Property Rights” means all rights in and to patents, patent rights, trademarks, service marks, tradenames, copyrights, trade secrets, licenses, software, information, proprietary rights, processes and domain names.

“Law” means any federal, state, local, municipal or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, Order, edict, decree, proclamation, treaty, convention, rule, regulation, permit, ruling, directive, pronouncement, requirement (licensing or otherwise), specification,

determination, decision, opinion or interpretation that is issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority, including Environmental and Safety Laws.

“Liability” means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

“Market” means, with respect to the Station, the “Designated Market Area,” as determined by The Nielsen Company, of the Station.

“Material Adverse Effect” means a material adverse effect on (a) the ability of Seller to perform its obligations under this Agreement or the other Transaction Agreements, or (b) the Purchased Assets or the Business, except for any such material adverse effect that is a result of, directly or indirectly, (i) the Transaction; (ii) the announcement of the Transaction; (iii) any federal or state governmental actions, including, without limitation, proposed or enacted legislation or other regulatory changes affecting television programming services generally or the television broadcast industry generally, so long as such changes do not have a substantially disproportionate effect on the Station considered together compared to other participants in the television broadcasting industry, (iv) matters generally applicable to television programming services or the television broadcasting industry generally, so long as such changes do not have a substantially disproportionate effect on the Station considered together compared to other participants in the television broadcasting industry, (v) changes in general economic conditions nationally and locally (including, without limitation, financial and capital markets) so long as such conditions do not have a substantially disproportionate effect on the Station considered together compared to other participants in the television broadcasting industry, (vi) actions taken by Buyer, or its Affiliates, (vii) global, national or regional political conditions, as long as the changes resulting therefrom do not have a substantially disproportionate effect on the Station considered together compared to other participants in the television broadcasting industry, (viii) any failure to meet internal or published financial or rating projections, estimates or forecasts of revenues, earnings, or other measures of financial or operating performance for any period (provided, however, that the underlying causes of such failure described in this clause (viii) (subject to the other provisions of this definition) shall not be excluded), or (ix) changes in Law or accounting rules or principles, including GAAP or the interpretation thereof, so long as such changes resulting therefrom do not have a substantially disproportionate effect on the Station considered together compared to other participants in the television broadcasting industry.

“MVPD” means any multi-channel video programming distributor, including cable systems, telephone companies and direct broadcast satellite systems.

“Order” means any: (a) temporary, preliminary or permanent order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, stipulation, subpoena, writ or award that is or has been issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel; or (b) Contract with any Governmental Authority that is or has been entered into in connection with any Proceeding.

“Organizational Documents” means with respect to any entity, the articles of incorporation, certificate of incorporation, certificate of formation, bylaws, operating agreement and any similar or analogous constituent documents.

“Permitted Encumbrance” means (a) liens for taxes, assessments or other governmental charges which are not yet due and payable or Taxes being contested in good faith by appropriate proceedings, (b) terms and conditions of any leases assumed by Buyer, (c) zoning Laws and ordinances and similar Laws that are not materially violated by any existing improvement or that do not prohibit the use of the Real Property as currently used in the operation of the Business; (d) any right reserved to any Governmental Authority to regulate the affected property; and (e) inchoate materialmens’, mechanics’, workmen’s, repairmen’s or other like Encumbrances arising in the ordinary course of business for amounts that are not yet due and payable or that are being contested in good faith by appropriate proceedings.

“Person” means any individual, Entity or Governmental Authority.

“Proceeding” means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation that is, has been or may in the future be commenced, brought, conducted or heard at law or in equity or before any Governmental Authority or any arbitrator or arbitration panel.

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

“Release” means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Substance in the indoor or outdoor environment, including the movement of any Hazardous Substance through or in the air, soil, surface water, ground water or property.

“Seller’s Knowledge” or words of similar import, means the actual knowledge of any of Robert S. Prather, Jr., Seller’s chief financial officer (currently Bill Wagner), Seller’s chief engineer (currently vacant), the Station’s general manager (currently Heather J. Shearin) the Station’s principal financial officer (currently Bill Wagner) or the Station’s principal engineer/IT specialist (currently Robert A. Cervera).

“Transaction” means, collectively, the transactions contemplated by this Agreement.

“Transaction Agreements” means this Agreement and all other agreements, certificates, instruments, documents and writings delivered by Buyer and/or Seller in connection with the Transaction.

“Transfer Taxes” means all federal, state, local or foreign sales, use, transfer, real property transfer, mortgage recording, stamp duty, value-added or similar taxes that may be imposed in connection with the transfer of Purchased Assets, together with any interest, additions to tax or penalties with respect thereto and any interest in respect of such additions to tax or penalties.

**Schedule 1.1(a)
FCC Authorizations**

<u>Facility Type</u>	<u>Call Sign</u>	<u>Exp. Date</u>
DTV License (Ch. 7) BLCDDT-20091124AFJ ERP: 40 kW	KQTV	02/01/2022
TV Pickup	KC26093	02/01/2022
Auxiliary Remote Pickup	KGJ814	02/01/2022
Auxiliary Remote Pickup 02/01/2022	KJ5467	
Auxiliary Remote Pickup 02/01/2022	KJ5469	
Auxiliary Remote Pickup	KK4811	02/01/2022
R/P Automatic Relay ASR: 1000389	KQB577	02/01/2022