

STOCK AND ASSET PURCHASE AGREEMENT

Dated as of February 25, 2013

among

Cox Media Group, LLC,

KTVU, LLC,

WTOV, INC.,

WPXI, INC.

and

Sinclair Television Group, Inc.

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STOCK AND ASSET PURCHASE AGREEMENT

THIS STOCK AND ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of the 25th day of February, 2013, by and among (i) KTVU, LLC, a Delaware limited liability company (“**KTVU**”), WTOV, Inc., a Delaware corporation (“**WTOV**”), WPXI, Inc., a Pennsylvania corporation (“**WPXI**”), and Cox Media Group, LLC, a Delaware limited liability company (“**CMG**”, and together with KTVU, WTOV and WPXI, collectively, “**Seller**” and each a “**Seller Entity**”), and (ii) Sinclair Television Group, Inc., a Maryland corporation (“**STG**”).

RECITALS

WHEREAS, Seller owns the assets relating to, and operates the following television broadcast stations, pursuant to licenses issued by the Federal Communications Commission (the “**FCC**”):

KFOX-TV, El Paso, Texas (“**KFOX-TV**”)
KRXI-TV, Reno, Nevada (“**KRXI-TV**”)
WTOV-TV, Steubenville, Ohio (“**WTOV-TV**”);

WHEREAS, Ellis Communications, Inc. (f/k/a Broadcast Development Corporation), a Georgia corporation (“**Ellis**”), owns the FCC Licenses and certain other assets relating to television broadcast station KAME-TV, Reno, Nevada (“**KAME-TV**”) (the “**Ellis Station Assets**”);

WHEREAS, KTVU owns certain assets used in the operation of KAME-TV;

WHEREAS, CMG owns all of the issued and outstanding capital stock (the “**WJAC Stock**”) of WJAC, Incorporated, a Pennsylvania corporation (“**WJAC**”), which holds certain assets of WJAC-TV, Johnstown, Pennsylvania (“**WJAC-TV**”);

WHEREAS, certain assets of WJAC-TV, including authorizations granted by the FCC with respect to WJAC-TV (the “**WPXI Assets**”), are held by WPXI, which is a wholly-owned subsidiary of CMG;

WHEREAS, KTVU holds an option to purchase the Ellis Station Assets from Ellis pursuant to that certain New Option Agreement, dated May 5, 1997, by and between Seller and Ellis (as amended by that certain First Amendment to New Option Agreement, dated June 20, 2006, that certain Second Amendment to New Option Agreement, dated May 4, 2012, that certain Third Amendment to New Option Agreement, dated June 29, 2012, that certain Fourth Amendment to New Option Agreement, dated November 2012, and as further amended, restated, supplemented or otherwise modified, the “**Option Agreement**”) and that certain Option Purchase Agreement, dated February 25, 2013, by and between Seller and Ellis (the “**Option Purchase Agreement**”);

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to STG, and STG desires to purchase from Seller, the WJAC Stock;

WHEREAS, immediately following the purchase by STG of the WJAC Stock, STG shall cause WJAC to purchase from Seller (or STG's Qualified Assignee to purchase from Ellis) the Purchased Assets (as defined below) and from and after the closing of the purchase by STG of the WJAC Stock, WJAC shall be referred to herein as "**Buyer**"; and

WHEREAS, the closing of the transactions contemplated by this Agreement and the closing of the transactions contemplated by the Option Purchase Agreement shall occur simultaneously and, at such closings, Seller will, and, pursuant to the terms of the Option Purchase Agreement, Seller will cause and direct Ellis to, assign and transfer to STG's Qualified Assignee or to Buyer (or such portion thereof as STG shall determine), and STG will cause Buyer to purchase and assume from Seller and STG's Qualified Assignee or Buyer to purchase from Ellis the Purchased Assets (or such portion thereof as between Buyer and STG's Qualified Assignee as STG shall determine) and assume the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be derived from this Agreement, STG and Seller hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings:

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

"Accounts Payable" means all accounts payable (other than accounts payable relating to Tradeout Agreements or film and program barter agreements), and all obligations to make payments under any notes, bonds and other evidences of indebtedness and all other obligations to make payments, arising out of purchases occurring in the conduct of the Business prior to the Effective Time for goods or services received by the Business prior to the Effective Time.

"Accounts Receivable" means all accounts receivable (other than accounts receivable relating to Tradeout Agreements or film and program barter agreements), and all rights to receive payments under any notes, bonds and other evidences of indebtedness and all other rights to receive payments, arising out of sales occurring in the conduct of the Business prior to the Effective Time for services performed (e.g., the actual broadcast of commercials sold) or delivered by the Business prior to the Effective Time.

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such other Person.

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

“Antitrust Laws” means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other federal, state and foreign, if any, Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

“ASCAP” means The American Society of Composers, Authors and Publishers.

“Balance Sheet Date” means December 31, 2012.

“Bargaining Agreement” means the collective bargaining agreements set forth on Disclosure Schedule Section 3.14(b).

“BMI” means Broadcast Music, Inc.

“Bonus Weight Advertising” means a credit for airtime given to an advertiser by Seller or WJAC to compensate for a composition, placement, timing error, failure to meet ratings guarantee or similar reasons related to an advertisement by such advertiser on the Stations.

“Business” means the business and operations of the Stations.

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

“Cash and Cash Equivalents” means those items which are required by GAAP to be included as “cash” or “cash equivalents” on the Business Financial Statements as of the Effective Time (plus interest, if any, accruing on such amount at the prime rate (as reported by *The Wall Street Journal* or, if not reported thereby, by another authoritative source) from such date until the Effective Time).

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

“Communications Laws” means collectively, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Children’s Television Act of 1990, and the rules, regulations and written policies of the FCC promulgated under the foregoing, in each case, as in effect from time to time.

“Confidentiality Agreement” means collectively the non-disclosure agreement between Seller and Repechage Financiers, dated as of August 9, 2012, and the non-disclosure agreement between Seller and STG dated as of August 17, 2012.

“Contracts” means contracts, agreements, leases, non-governmental licenses, sales and purchase orders and other agreements (including Leases, Real Property Leases and employment agreements), written or oral (in each case, including any amendments or modifications thereto).

“Control” means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms **“Controlled”** and **“Controlling”** shall have a correlative meaning.

“Copyrights” means all copyrights and copyright applications and registrations therefor used by Seller, WJAC or Ellis primarily in connection with the Business.

“Designated Station Assets” means, with respect to each Station that cannot be transferred to Buyer under the applicable rules of the FCC, the FCC Licenses with respect to such Station and such other Purchased Assets with respect to such Station as Buyer may reasonably determine.

“Effective Time” means 12:01 a.m., New York City time, on the Closing Date.

“Employee Plan” means any (a) employee benefit plan, agreement, arrangement or policy, whether or not subject to ERISA, including any retirement, pension, deferred compensation, severance, profit sharing, savings, group health, dental, life insurance, disability, cafeteria or vacation plan, agreement, policy or arrangement; (b) any equity or equity-based compensation plan or arrangement; (c) any bonus or incentive arrangement; and (d) any severance or termination agreements, policies or arrangements that are not covered by ERISA; in each case, sponsored, maintained or contributed to or required to be maintained or contributed to by Seller, WJAC or Ellis or with respect to which Seller, WJAC, or Ellis has or may have actual or contingent liability or obligation for the benefit of any current or former Employee, director and/or independent contractor who is or was directly engaged, exclusively, in the Business.

“Employees” means the full-time, part-time and per diem employees employed by CMG engaged in the Business, other than those employees of CMG, Sellers and WJAC set forth on Disclosure Schedule Section 1.01(a), it being understood that any employee of CMG whose principal work location is at CMG’s corporate headquarters in Atlanta, Georgia or at the Other Seller Stations or whose employment responsibilities relate substantially to the corporate operations of CMG taken as a whole shall not be deemed **“Employees”** for any purposes hereunder.

“Environmental Laws” means any Law in effect on the date of this Agreement whether local, state, or federal relating to (a) Releases or threatened Releases of Hazardous Materials into the environment, (b) the use, treatment, storage, disposal, handling, discharging or shipment of Hazardous Material, (c) the regulation of storage tanks, or (d) otherwise relating to pollution or protection of human health, occupational safety and the environment.

“Equipment” means all machinery, equipment, computers, motor vehicles, furniture, fixtures, furnishings, towers, antennas, transmitters, tools, toolings, parts, blank films and tapes and other items of tangible personal property owned or leased by Seller, WJAC or Ellis and located at or used primarily in connection with the operation of the Business (other than such

items that are no longer in use at the Stations as a result of obsolescence or having been replaced by other property).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any trade or business, whether or not incorporated, that, together with Seller, WJAC and/or Ellis, would be deemed a “single employer” within the meaning of Section 4001(b)(i) of ERISA.

“ERISA Affiliate Plan” means each Employee Plan sponsored or maintained or required to be sponsored or maintained at any time by any ERISA Affiliate, or with respect to which such ERISA Affiliate has any liability or obligation.

“Estimated Adjustment” means, with respect to the Estimated Settlement Statement, an amount equal to the Buyer Prorated Amount minus the Seller Prorated Amount, which amount shall be expressed as a positive or negative number.

“FCC Consent” means the FCC’s grant of its consent to the assignment of the FCC Licenses.

“FCC Licensees” means, collectively, WPXI, KTVU, WTOV and Ellis.

“FCC Licenses” means the licenses, permits and other authorizations issued by the FCC to the FCC Licensees for use in the operation of the Stations, each of which is identified on Disclosure Schedule Section 3.12(a), and any other license, permit or other authorization, including any temporary waiver or special temporary authorization and any renewals thereof issued by the FCC to the FCC Licensees for use in the operation of the Stations or any transferable pending application therefor.

“Final Adjustment” means, with respect to the Final Settlement Statement, an amount equal to the Buyer Prorated Amount minus the Seller Prorated Amount, which amount shall be expressed as a positive or negative number.

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

“Governmental Authority” means any federal, state or local or any foreign government, legislature, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Material” means hazardous or toxic wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, defined or regulated under § 101(14) of CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water

Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. or any similar applicable federal, state or local Environmental Laws.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

“Income Taxes” means income, franchise, doing business and similar taxes.

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

“Intangible Property” means all of Seller’s, WJAC’s or Ellis’s rights in any (a) Copyrights; (b) Trademarks, including all of the rights, if any, of Seller, WJAC or Ellis in and to the Stations’ call letters and any derivative thereof; (c) Trade Secrets; (d) all domain leases and names used by Seller, WJAC or Ellis primarily in connection with the Business; and (e) all goodwill, if any, associated therewith, other than, in each case, any Intangible Property not used primarily in connection with the operation of the Business.

“Knowledge of Seller” means the actual knowledge of the president and chief financial officer of CMG, as well as the general manager and chief engineer (or person holding a similar position, but not including any contract employee or consultant) of each Station.

“Law” means any United States (federal, state, local) or foreign law, constitution, treaty statute, ordinance, regulation, rule, code, order, judgment, injunction, writ or decree.

“Leases” means those leases, subleases, licenses or other occupancy agreements used primarily in the operation of the Business (including any and all assignments, amendments and other modifications of such leases, subleases, licenses and other occupancy agreements), pertaining to the use or occupancy of the Real Property where Seller, WJAC or Ellis holds an interest as landlord, licensor, sublandlord or sublicensor.

“Lien” means, with respect to any property or asset, any mortgage, lien, pledge, charge, easement, right of way, restrictive covenant, encroachment, security interest or encumbrance of

any kind whatsoever, whether voluntarily incurred or arising by operation of Law or otherwise, in respect of such property or asset.

“Market” means, as applicable, El Paso, Texas; Johnstown/Altoona, Pennsylvania; Wheeling, West Virginia-Steubenville, Ohio; and Reno, Nevada.

“Material Adverse Effect” means any effect or change that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (a) the financial condition, assets, or results of operations of the Stations, considered together, or (b) the ability of Seller to perform its obligations under this Agreement; provided, however, that any material adverse effect primarily attributable to (i) an event or series of events or circumstances affecting the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) any event, state of facts or circumstances or development affecting television sales services or programming services generally or the television broadcast industry generally (including legislative or regulatory matters), including, without limitation, any changes to the FCC’s ownership or attribution rules or policies and any developments relating to the FCC’s incentive auction and “repacking” of the television broadcast spectrum, (iii) any change or development in national, regional, state or local telecommunications or internet transmission systems, (iv) general economic conditions, including any downturn caused by acts of war or terrorism or a natural disaster, such as an earthquake or hurricane, (v) the suspension of trading generally on the New York Stock Exchange or the Nasdaq Stock Market, (vi) the announcement, execution and performance of this Agreement, (vii) any action taken by Seller, WJAC or Ellis as expressly contemplated by this Agreement or with Buyer’s or any Qualified Assignee’s written consent or at Buyer’s or any Qualified Assignee’s written request, (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 (subject to the other provisions of this definition) shall not be excluded), (ix) changes in Law or GAAP or the interpretation thereof, (x) the ratings or performance of any network with which a Station is affiliated, or (xi) any breach by Buyer of its obligations hereunder, in each case, shall not constitute a Material Adverse Effect.

“Material Contract” means any Contract required to be listed on Disclosure Schedule Section 3.05(a).

“MVPDs” means any multi-channel video programming distributor, including cable systems, telephone companies and DBS systems.

“Other Seller Stations” means any broadcast station or business unit of Seller or Ellis other than the Stations.

“Permitted Liens” means, as to any property or asset of any Station, (a) liens for Taxes, assessments and governmental charges not yet due and payable or which are being contested in good faith and for which appropriate reserves exist on the Business Financial Statements, (b) terms and conditions of any Leases, (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 (including restrictions stated in any

permits), (e) in the case of any leased asset, (i) the rights of any lessor under the applicable lease agreement or any Lien granted by any lessor, (ii) any statutory Lien for amounts that are not yet due and payable or are being contested in good faith, (iii) any subleases and (iv) the rights of the grantor of any easement or any Lien granted by such grantor on such easement property, (f) easements, rights of way, restrictive covenants and other encumbrances, encroachments or other similar matters affecting title that do not materially adversely affect title to the property subject thereto or materially impair the continued use of the property in the ordinary course of the business of the Business, (g) inchoate materialmen's, mechanics', workmen's, repairmen's or other like Liens arising in the ordinary course of business, (h) Liens that will be discharged prior to or simultaneously with Closing, (i) any state of facts an accurate survey would show, provided same does not render title unmarketable or prevent the Real Property being utilized in substantially the same manner as currently used, (j) pledges or deposits to secure obligations under workers' compensation Laws or similar Laws or to secure public or statutory obligations and which pledges or deposits are reflected in the Business Financial Statements to the extent required by GAAP, and (k) any other Lien, other than a Lien securing a monetary obligation, that does not detract from, interfere with or impair the use of or value of any such property or asset as currently used.

"Person" means any natural person, general or limited partnership, corporation, limited liability company, firm, association, trust or other legal entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Post-Closing Tax Period" means any Tax period (or portion thereof) beginning and ending after the Closing Date.

"Pre-Closing Tax Period" means any Tax period (or portion thereof) ending on or prior to the Closing Date, including the portion of any Straddle Period ending on the Closing Date.

"Program Rights" means all rights of the Stations to broadcast television programs or shows as part of the Stations' programming, including all rights of the Stations under all film and program barter agreements, sports rights agreements, news rights or service agreements, affiliation agreements and syndication agreements.

"Program Rights Obligations" means all obligations in respect of the purchase, use, license or acquisition of programs, programming materials, films and similar assets used primarily in connection with the Business in the ordinary course consistent with past practice which relate to the utilization of the Program Rights on or after the Effective Time.

"Qualified Assignee" means a third party or other entity that Buyer reasonably determines is eligible pursuant to the Communications Laws to be the assignee of the Designated Station Assets.

"Real Property" means the real property owned, leased, subleased or licensed by or to Seller, WJAC or Ellis and used primarily by the Stations, together with all right, title and interest of Seller, WJAC or Ellis in all buildings, towers, improvements, fixtures and structures located thereon, but excluding Tower Leases.

“Release” means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

“Section 2.03(s) Contract” means any Contract listed in Disclosure Schedule Section 2.03(s) other than any such Contracts listed thereon which STG advises Seller in writing prior to closing that STG is prepared to cause Buyer to assume.

“Section 2.03(s) Counterparty” means, with respect to a Section 2.03(s) Contract, the parties to such contract other than Seller, WJAC, Ellis and each of their respective Affiliates.

“Seller Account” means the accounts set forth on Disclosure Schedule Section 1.01(b).

“SESAC” means SESAC, Inc.

“Stations” means, collectively, WJAC-TV, KFOX-TV, KRXI-TV, KAME-TV and WTOV-TV.

“Straddle Period” means a Tax period commencing before the Closing Date and ending after the Closing Date.

“Subsidiary” when used with respect to any party, means any corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing fifty percent (50%) or more of the equity or fifty percent (50%) or more of the ordinary voting power (or, in the case of a partnership, fifty percent (50%) or more of the general partnership interests) are, as of such date, owned by such party or one or more Subsidiaries of such party or by such party and one or more Subsidiaries of such party.

“Tax” or **“Taxes”** means (i) all federal, state, local or foreign income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, intangible or other taxes, value added, alternative or add-on minimum, estimated, unclaimed property fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding) imposed by a Governmental Authority, together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto and (ii) liability of Seller, WJAC or Ellis for the payment of any amounts of the type described in clause (i) above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person including, without limitation, any obligation under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Tax law.

“Tax Returns” means all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

“TBA” means the Time Brokerage Agreement dated as of August 31, 1995 by and between KTVU, LLC and Ellis Communications, Inc. f/k/a Broadcast Development Corporation,

as amended on December 6, 1996, June 20, 2006, May 4, 2012, June 29, 2012 and November 5, 2012.

“Tower Leases” means any agreement to which Seller, WJAC or Ellis is a party pertaining to the use and/or installation of radio masts and/or towers used primarily by the Stations for telecommunications and broadcasting in connection with the operation of the Business, where Seller holds an interest as tenant or subtenant.

“Trade Secrets” means all proprietary information of each of Seller, WJAC and Ellis that is not generally known and is used exclusively in the operation of the Business, as to which reasonable efforts have been made to prevent unauthorized disclosure, and which provides a competitive advantage to those who know or use it.

“Trademarks” means all trade names, trademarks, service marks, trade dress, jingles, slogans, logos, other source or business identifiers, trademark and service mark registrations and trademark and service mark applications owned by Seller, WJAC or Ellis and used primarily in the operation of the Business, including those set forth on Disclosure Schedule Section 3.06(a), and the goodwill appurtenant thereto.

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

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

“Union Employees” means all Employees the terms of whose employment are governed by a Bargaining Agreement.

“WJAC Receivables” means the Accounts Receivable of WJAC.

Section 1.02. Cross Reference Table. The following terms defined in this Agreement in the sections set forth below shall have the respective meaning therein defined:

Active Employees	8.01(a)
Agreement	Preamble
Allocated Purchase Price	13.06(d)
Assumed Contracts	2.02(c)
Assumed Liabilities	2.04
Business Financial Statements	3.08(a)
Buyer	Recitals
Buyer FSA Plan	8.07
Buyer’s 401(k) Plan	8.02
Buyer Indemnified Parties	12.03(a)
Buyer Prorated Amount	2.10(a)
Buyer Superseding Contracts	4.11

Buyer Warranty Breach	12.02(a)(1)
Cap	12.02(b)
Closing	2.09
Closing Date	2.09
CMG	Preamble
CMG Guarantee	12.03(c)
Collection Period	6.02(a)
Company Sponsored Plans	3.15(a)
Covered Matter	13.10(a)
Damaged Asset	5.04
Deductible	12.02(b)
DOJ	7.01(c)
Ellis	Recitals
Ellis Station Assets	Recitals
Employment Commencement Date	8.01(a)
Escrow Agent	2.08
Escrow Agreement	2.08
Escrow Deposit	2.08
Escrow Deposit Funds	2.08
Estimated Settlement Statement	2.10(d)
Excluded Assets	2.03
Excluded Contracts	2.03(l)
Excluded Liabilities	2.05
FCC	Recitals
FCC Application	7.01(a)
FCC Consent	7.01(d)
FCC Licensees	Preamble
FCC Renewal Policy	7.01(d)
Final Settlement Statement	2.10(h)
FTC	7.01(c)
HSR Clearance	7.01(c)
Inactive Employees	8.01(a)
Ellis Station Assets	Recitals
Indemnified Party	12.04(a)
Indemnifying Party	12.04(a)
KFOX-TV	Recitals
KRXI-TV	Recitals
KTVU	Preamble
Losses	12.02(a)
Material Assumed Contract	3.05(a)
Material Multi-Station Contract	2.11
Multi-Station Contract	2.11
Multi-Station Contract Obligations	2.11
Net Receivables	6.02(a)
Network Affiliation Agreements	2.06(a)
Non-Duplication Notices	5.10

Non-Union Transferred Employees	8.01(a)
Notice of Disagreement	2.10(h)
Option Agreement	Recitals
Option Purchase Agreement	Recitals
Owned Real Property	3.07(a)
Permits	3.11
Prorated Assumed Liabilities	2.10(a)
Prorated Purchased Assets	2.10(a)
Purchase Price	2.07
Purchased Assets	2.02
Q.I.	13.06(c)
Q.I. Assignment	13.06(d)
Real Property Leases	3.07(d)
Remitted Payment	6.02(b)
Remitted Payments	6.02(b)
Renewal Application	7.01(d)
Section 1031 Property	13.06(d)
Securities Act	4.12
Seller	Preamble
Seller Entity	Preamble
Seller FSA Plan	8.07
Seller Indemnified Parties	12.02(a)
Seller Prohibited Entities	5.06
Seller Prorated Amount	2.10(a)
Seller Warranty Breach	12.03(a)(i)
Seller's 401(k) Plan	7.02
Settlement Statement	2.10(e)
Solvent	4.10
STG	Preamble
Surveys	5.03
Supplemental Severance Benefits	8.01(b)
Stations	Recitals
Target Employee Plan	3.15
Tax Proceeding	9.07(j)
Termination Date	11.01(b)(i)
Threshold	12.02(b)
Title Commitments	5.03
Trademark License Agreement	7.08
Transfer Date	8.07
Transferred Employees	8.01(a)
Transition Services Agreement	7.08
WARN Act	8.09
WJAC	Recitals
WJAC Stock	Recitals
WPXI	Recitals
WPXI Assets	Recitals

Section 1.03. Terms Generally. (a) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the Disclosure Schedules and exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Disclosure Schedule references are to the Articles, Sections and paragraphs in, and the Exhibits and Disclosure Schedules to this Agreement unless otherwise specified, (c) the word “including” and words of similar import when used in this Agreement means “including, without limitation,” unless otherwise specified, and (d) the word “or” shall not be exclusive.

ARTICLE II PURCHASE AND SALE

Section 2.01. WJAC Stock. Upon the terms and subject to the conditions set forth herein, at the Closing, CMG shall sell, assign, transfer, convey and deliver to STG, and STG shall purchase, acquire and accept from CMG, all right, title and interest of CMG in and to all of the WJAC Stock, free and clear of all Liens.

Section 2.02. Purchase and Sale. Immediately following the purchase by STG of the WJAC Stock and at the Closing, pursuant to the terms and subject to the conditions of this Agreement, STG agrees to purchase or to cause Buyer to purchase from Seller or an Affiliate of Seller, and Seller agrees to sell, convey, transfer, assign and deliver, or cause its Affiliates and Ellis to sell, convey, transfer, assign and deliver, to STG or Buyer at the Closing, free and clear of all Liens, other than Permitted Liens, all of Seller’s, its Affiliates’ and Ellis’s right, title and interest in, to and under all of the assets (including the Ellis Station Assets), other than the Excluded Assets, in each case as and to the extent located at or used primarily (except as otherwise specifically provided below) with respect to the Business, including the following assets, Contracts, and properties (tangible or intangible), as the same shall exist on the date of this Agreement and are not disposed of in accordance with Section 5.01, and all assets of the Business acquired by Seller and Ellis between the date hereof and the Closing and located at or used primarily with respect to the Stations, as follows (the “**Purchased Assets**”):

- (a) all Owned Real Property, the Real Property Leases and the Tower Leases;
- (b) all Equipment;
- (c) all rights under all Contracts to which Seller or Ellis is a party that (i) are listed or referenced on Disclosure Schedule Section 3.05(a) or Disclosure Schedule Section 3.13(a), (ii) are not required by the terms thereof to be listed on Disclosure Schedule Section 3.05(a) but are used primarily in connection with the operation of the Business, (iii) may result from the television broadcast industry wide negotiations with SESAC, ASCAP and BMI, (iv) are referenced in other subsections to this Section 2.02 or the corresponding Section in the Disclosure Schedules, or (v) are entered into after the date hereof by Seller or Ellis pursuant to

the terms and subject to the conditions of Section 5.01 (collectively, the “**Assumed Contracts**”), provided, however, that Assumed Contracts shall in no event include Excluded Contracts;

(d) all prepaid expenses and deposits (other than prepaid Taxes) and ad valorem Taxes, leases and rentals, in each case, to the extent relating to the operation of the Stations;

(e) all Accounts Receivable to the extent set forth in Section 6.02(h);

(f) all of Seller’s and Ellis’s rights, claims, credits, causes of action or rights of set-off against third parties relating to the Purchased Assets, including unliquidated rights under manufacturers’ and vendors’ warranties, in each case only to the extent Buyer incurs Losses relating thereto occurring after the Effective Time;

(g) all Intangible Property;

(h) those Internet web sites and related agreements, content and databases and domain name registrations, as set forth on Disclosure Schedule Section 2.02(h);

(i) all FCC Licenses and all transferable municipal, state and federal franchises, licenses, permits or other governmental authorizations relating to the Stations;

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

(k) all information and data, sales and business records, books of account, files, invoices, inventory records, general, financial, and accounting and real and personal property and sales and use Tax records (but excluding all other Tax records other than Tax Records related to WJAC), copies of personnel and employment records for Transferred Employees (to the extent permitted by Law) and all engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers and lists of present and former customers, quality control records and manuals, blueprints, litigation and regulatory files, and all other books, documents and records, in each case, that are used exclusively in the operation of the Business, and copies of all of the foregoing which relate in part to one or more Stations, on the one hand and, in part to any Other Seller Stations, on the other hand, but only to the extent they relate to the Stations (but excluding, for the avoidance of doubt, records and documents that aggregate information about the Stations with information about the Other Seller Stations), but, in each case, excluding records to the extent relating to Excluded Assets or the Other Seller Stations (the “**Station Documents**”);

(l) all of Seller’s and Ellis’s rights in any management and other systems (including computers and peripheral equipment), databases, computer software (computer disks and similar assets), and all licenses and rights in relation thereto, in each case, that are used primarily in the operation of the Business; provided, however, in no event shall such management and other systems, databases, and computer software include any Excluded Assets; and

(m) all other items listed on Disclosure Schedule Section 2.02(m).

To the extent that any Purchased Assets are owned or held for use by Ellis or Affiliates of Seller as of the date hereof, Seller shall acquire such Purchased Assets prior to Closing or cause Ellis or such Affiliates to assign, transfer, convey and deliver such Purchased Assets directly to Buyer or to STG's Qualified Assignee at the Closing, and to the extent that such Purchased Assets are owned or held for use by Ellis or Affiliates of Seller, the representations and warranties of Seller contained herein shall be deemed modified to the extent necessary to reflect such ownership or other interest. Notwithstanding anything to the contrary contained herein, the rights and obligations of Ellis under the TBA shall be assigned to, and assumed by, STG's Qualified Assignee, and the rights and obligations of Seller under the TBA shall be assigned to, and assumed by, Buyer.

For the avoidance of doubt, STG and Seller acknowledge and agree that nothing in this Section 2.02 shall be construed to sell, assign, transfer or convey to STG or Buyer any assets, properties, rights or liabilities of WJAC, as the foregoing will be acquired by STG indirectly as a result of STG's acquisition of the WJAC Stock pursuant to Section 2.01 hereof.

Section 2.03. Excluded Assets. STG expressly understands and agrees that the following assets and properties of Seller and Ellis (the "**Excluded Assets**") shall not be acquired by Buyer and are excluded from the Purchased Assets (and, to the extent any of the following are held by WJAC, shall not be assets of WJAC at the Closing):

- (a) all of Seller's and Ellis's Cash and Cash Equivalents;
- (b) all bank and other depository accounts of Seller and Ellis;
- (c) insurance policies relating to the Stations and the Business, and all claims, credits, causes of action or rights, including rights to insurance proceeds or refunds, thereunder;
- (d) all interest in and to refunds of Taxes relating to Pre-Closing Tax Periods or the other Excluded Assets;
- (e) any cause of action or claim relating to any event or occurrence with respect to the Business prior to the Effective Time other than as specified in Section 2.02(e);
- (f) all Accounts Receivable to the extent set forth in Section 6.02(h);
- (g) all payments or refunds due from ASCAP, BMI or SESAC relating to periods prior to the Effective Time;
- (h) intercompany accounts receivable and intercompany accounts payable of Seller, Ellis and each of their respective Affiliates;
- (i) (i) each of Seller's and Ellis's charter or other governance documents, minute books and all books and records relating to the organization, existence or ownership of Seller and Ellis, (ii) all records, documents, plans and financial records related to the transactions contemplated by this Agreement, (iii) duplicate copies of all such materials relating to the Business, (iv) all records relating to other Excluded Assets or the Other Seller Stations, (v) all personnel files for employees of Seller and Ellis who are not Employees and (vi) all files,

documents, records, Tax Returns (other than real and personal property and sales and use Tax Returns), books of account and other materials not relating primarily to the Purchased Assets or the operation of the Business;

(j) all rights of Seller arising under this Agreement (including, without limitation, the right to receive the Purchase Price), the Ancillary Agreements or the transactions contemplated hereby and thereby;

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

(l) Contracts that are not Assumed Contracts, including, without limitation, those Contracts listed on Schedule 2.03(l) (collectively, the “**Excluded Contracts**”);

(m) other than the Assumed Contracts and as specifically set forth in Article VIII, any Employee Plan and any ERISA Affiliate Plan, as well as any assets held by or relating thereto;

(n) all Tax records, other than real and personal property and sales and use Tax records and other than Tax records with respect to WJAC;

(o) all of Seller’s, Ellis’s and their respective Affiliates’ rights, title and interest in and to (i) Seller’s and Seller’s Affiliates’ and Ellis’s name, service names and trade names (including, without limitation, the names “**Cox**” and “**Cox Media Group**”), (ii) the corporate, limited liability company and trade names listed on Disclosure Schedule Section 2.03(o), (iii) all URLs and internet domain names consisting of or containing any of the foregoing; and (iv) any variations or derivations of, or marks confusingly similar to, any of the foregoing;

(p) all real and personal, tangible and intangible assets of Seller, Ellis and each of their respective Affiliates that are used in connection with the operation of the Business and are listed or described on Disclosure Schedule Section 2.03(p);

(q) any rights under any non-transferable shrink-wrapped or click-wrapped licenses of computer software and any other non-transferable licenses of computer software that are not material to the Business;

(r) all capital stock or other equity securities of Seller, Ellis or Subsidiaries of Seller or Ellis or each of their respective Affiliates and all other equity interests in any entity that are owned beneficially or of record by Seller, Ellis or each of their respective Affiliates (other than the WJAC Stock); and

(s) all Section 2.03(s) Contracts.

For the avoidance of doubt, STG and Seller acknowledge and agree that, notwithstanding anything to the contrary contained herein, any of the assets or properties of WJAC which would be Excluded Assets may be distributed by WJAC to CMG immediately prior to the Closing.

Section 2.04. Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, STG agrees, effective at the Effective Time to cause Buyer to assume, pay, discharge, perform or otherwise satisfy only the following liabilities of Seller and Ellis (the “**Assumed Liabilities**”):

(a) all liabilities set forth on the Business Financial Statements, other than any Indebtedness;

(b) the liabilities and obligations arising with respect to the operation of the Business, including the Purchased Assets, on and after the Effective Time (excluding any liability or obligation arising from, or relating to the performance or non-performance thereof, prior to the Effective Time);

(c) any liability or obligation to the extent of the amount of credit received by Buyer under Section 2.10(a);

(d) all liabilities and obligations relating to the Business or the Purchased Assets arising out of Environmental Laws, whether or not presently existing, except for liabilities and obligations that are required to be disclosed on Disclosure Schedule Section 3.16, but which are not so disclosed;

(e) any Tax liability or obligation (except for any Income Taxes of Seller and Ellis or as expressly provided in Section 2.10(b) or Section 9.02) related to Post-Closing Tax Periods; and

(f) all liabilities with respect to Transferred Employees, Bargaining Agreements and Employee Plans which are Company Sponsored Plans, solely to the extent expressly assumed under Article VIII.

Notwithstanding the foregoing, WJAC shall retain the Assumed Liabilities which are liabilities and obligations of WJAC.

Section 2.05. Excluded Liabilities. Notwithstanding any provision in this Agreement, Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Seller, Ellis or any of their respective Affiliates of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of Seller, Ellis or such Affiliates, as applicable (all such liabilities and obligations not being assumed being herein referred to as the “**Excluded Liabilities**”), and, notwithstanding anything to the contrary in Section 2.04, none of the following shall be Assumed Liabilities for the purposes of this Agreement:

(a) any liability or obligation under or with respect to any Assumed Contract, Permit, Governmental Order, Real Property Lease or Lease required by the terms thereof to be discharged prior to the Effective Time and/or as set forth on Disclosure Schedule Section 2.05(a) other than to the extent of the amount of any adjustment in favor of Buyer in the calculation of the Purchase Price under Section 2.10;

(b) any liability or obligation for which Seller or Ellis has already received or will receive the partial or full benefit of the asset to which such liability or obligation relates, but only to the extent of such benefit received other than to the extent of the amount of any adjustment in favor of Buyer in the calculation of the Purchase Price under Section 2.10;

(c) the liability related to the Indebtedness, including without limitation as set forth on Disclosure Schedule Section 2.05(c);

(d) any liability or obligation relating to or arising out of any of the Excluded Assets or any Employee Plan or any ERISA Affiliate Plan, including, for the avoidance of doubt, any claims by Employees of the Stations against such Employee Plans or ERISA Affiliate Plans, or any liability arising from Seller's legal obligations or premiums, funding or other amounts due to such Employee Plan or ERISA Affiliate Plan (other than an Employee Plan which is a Company Sponsored Plan included as a Purchased Asset pursuant to Section 2.02(c)) or as specifically set forth in Article VIII;

(e) any Tax liability or obligation (except as expressly provided in Section 2.10(b) or Section 9.02) related to Pre-Closing Tax Periods;

(f) any liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller or Ellis or any direct or indirect Subsidiary thereof, other than any liability to any Transferred Employee incurred on or after the applicable Employment Commencement Date;

(g) the liabilities and obligations arising with respect to the operation of the Business, including the Purchased Assets, prior to the Effective Time (excluding any liability or obligation expressly assumed by Buyer hereunder), including without limitation, any liability relating to the matter disclosed on Disclosure Schedule Section 2.05(g);

(h) any liability of Seller under this Agreement or any document executed in connection therewith, including the Ancillary Agreements; and

(i) any liability or obligation relating to or arising out of any stay-bonus, severance payments or similar payments made or owed to any Employee prior to Closing or related to or arising out of the transactions contemplated hereby.

For the avoidance of doubt, Seller shall hold harmless and indemnify STG and Buyer, in accordance with Section 12.03, for any liability or obligation of WJAC which would constitute an Excluded Liability.

Section 2.06. Assignment of Contracts and Rights.

(a) The parties shall use commercially reasonable efforts to obtain (i) any third party consents, authorizations, approvals, waivers or notices or a replacement contract on substantially similar terms and conditions (any such consent, authorization, approval, waiver, notice or replacement contract, a “**Consent**”) necessary for the assignment of, or to transfer the benefits and obligations in respect of, any Assumed Contract, Real Property Lease or Multi-Station Contract (but only to the extent relating to the Multi-Station Contract Rights and Multi-

Station Contract Obligations) (which except as otherwise provided herein or in the applicable Assumed Contract, Real Property Lease or Multi-Station Contract, shall not require any payment to any such third party), and (ii) estoppel certificates reasonably acceptable to STG from lessors under any Real Property Leases requiring Consent to assignment (if any), but no such third party Consents or estoppel certificates are conditions to Closing except for those Consents or estoppel certificates relating to the Assumed Contracts, Real Property Leases or Multi-Station Contracts set forth on Disclosure Schedule Section 10.03(c)-1 and, in connection with obtaining any Consent hereunder, Buyer shall not be required to accept any new or modified terms and conditions with respect to any Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation or in any replacement thereof. Notwithstanding the foregoing, Buyer agrees to execute and deliver at Closing the network affiliation agreements substantially in the form set forth on Disclosure Schedule Section 2.06(a)-1 and Disclosure Schedule Section 2.06(a)-2 (collectively, the “**Network Affiliation Agreements**”). Notwithstanding anything to the contrary contained herein, with respect to any Consents to assignment listed on Disclosure Schedule Section 10.03(c)-2 that are not received by Seller prior to the date scheduled for Closing, Buyer acknowledges and agrees that Seller shall have the right to (A) control and manage the process of obtaining any such Consents after Closing or (B) elect not to seek any such Consent, subject, in each case, to the indemnification obligations set forth in Section 12.03(a)(vii). If in connection with obtaining any Consent set forth on Disclosure Schedule Section 10.03(c)-2, any third party to the Real Property Lease related to such Consent requests that Buyer enter into a new lease, Buyer shall enter into such replacement lease; provided, that such replacement lease is on terms and conditions no less favorable to Buyer than the existing Real Property Lease.

(b) To the extent that any Assumed Contract, Real Property Lease, or Multi-Station Contract Right and Multi-Station Contract Obligation may not be assigned without the Consent of any third party, and such Consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation; provided, however, with respect to each such Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation, Seller and Buyer shall cooperate in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller’s obligations, which obligations shall be Assumed Liabilities, arising under the Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation from and after Closing in accordance with its terms.

Section 2.07. Purchase Price. Subject to Sections 2.09 and 13.06(d) (regarding payment to the Q.I.) (a) in consideration for the sale of the WJAC Stock, STG shall, at the Closing, pay to Seller the sum of Fourteen Million Dollars (\$14,000,000) and (b) STG shall cause, in consideration for the sale of the Purchased Assets, Buyer, at the Closing, in addition to assuming the Assumed Liabilities, to pay to Seller the sum of Eighty-Five Million Dollars (\$85,000,000) (the sum of the amounts paid pursuant to (a) and (b), the “**Purchase Price**”) by wire transfer of immediately available federal funds pursuant to wire instructions that Seller shall provide to STG. For the avoidance of doubt, any exercise price payable pursuant to the Option Purchase

Agreement shall be included as a part of the Purchase Price and shall be paid by Seller to Ellis at or prior to Closing.

Section 2.08. Escrow. On the date hereof and pursuant to the terms and conditions of the Escrow Agreement, STG shall pay to The Bank of New York Mellon (the “**Escrow Agent**”) Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000) to be held as an earnest money deposit (“**Escrow Deposit**”) pursuant to an Escrow Agreement of even date herewith by and among Seller, STG and the Escrow Agent (the “**Escrow Agreement**”). The Escrow Deposit, together with earnings and interest earned thereon (collectively, the “**Escrow Deposit Funds**”), shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller, in which event the amount paid to Seller pursuant to Section 2.07(b) shall be reduced by the Escrow Deposit Funds or shall otherwise be made available to Seller or released to Buyer at Closing unless earlier released to Seller in accordance with Section 11.02(b) and Section 11.02(d) hereof.

Section 2.09. Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Dow Lohnes PLLC at Six Concourse Parkway, Suite 1800, Atlanta, Georgia 30328 no later than the fifth (5th) business day after the date of the later to occur of (i) the date that the FCC Consent shall have been granted and shall be in full force and effect and (ii) the HSR Clearance, as notified by Seller to STG, subject to the satisfaction or waiver of the conditions to Closing set forth herein (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time), or at such other time or on such other date or at such other location as is mutually agreed by STG and Seller. The date on which the Closing occurs pursuant to this Section 2.09 is referred to herein as the “**Closing Date**”. For the avoidance of doubt, the purchase by STG of the WJAC Stock shall occur at the Closing immediately prior to the purchase by Buyer of the Purchased Assets and the assumption by Buyer of the Assumed Liabilities and the purchase by STG’s Qualified Assignee of the Purchased Assets from Ellis and assumption of the Assumed Liabilities from Ellis will occur simultaneously with the purchase by Buyer of the Purchased Assets and assumption by Buyer of the Assumed Liabilities at the Closing.

(a) At Closing, STG, Buyer or STG’s Qualified Assignee, as appropriate, shall deliver to Seller:

- (i) the certificate described in Section 10.02(a);
- (ii) the documents described in Section 10.02(b);
- (iii) the Purchase Price in accordance with Section 2.07(a) and 2.07(b) by wire transfer of immediately available federal funds;
- (iv) a duly executed Assignment for the FCC Licenses, substantially in the form of Exhibit A, executed by Buyer or STG’s Qualified Assignee, as applicable; and
- (v) a duly executed Transition Services Agreement, executed by Buyer;

(vi) a duly executed Trademark License Agreement, executed by Buyer;

(vii) duly executed copies of the Network Affiliation Agreements, executed by Buyer; and

(viii) such other documents and instruments as Seller has determined to be reasonably necessary to sell the WJAC Stock to STG and to sell, or cause Ellis to sell the Purchased Assets to Buyer or to STG's Qualified Assignee, and for Buyer or STG's Qualified Assignee, as appropriate, to assume the Assumed Liabilities.

(b) At Closing, Seller shall deliver, or cause to be delivered, to Buyer or to STG's Qualified Assignee, as appropriate (or, with respect to (b)(i), b(ii), (b)(ix) and (b)(x), to STG):

(i) the certificate described in Section 10.03(a) from the appropriate Seller Entity;

(ii) the documents described in Section 10.03(b) from the appropriate Seller Entity;

(iii) duly executed Bill of Sale, substantially in the form of Exhibit B, from each of Seller, any Affiliate of Seller owning any of the Purchased Assets as of the Closing, and Ellis;

(iv) a duly executed Assignment for the FCC Licenses, substantially in the form of Exhibit A from each FCC Licensee;

(v) a duly executed Assignment for the Intangible Property, substantially in the form of Exhibit C, from each appropriate Seller Entity and Ellis, if any owned and registered Intangible Property (other than domain names) is included in the Purchased Assets;

(vi) a duly executed special warranty deed for each Owned Real Property from Seller;

(vii) a duly executed CMG Guarantee;

(viii) a duly executed Transition Services Agreement, executed by Seller;

(ix) a certificate representing the WJAC Stock accompanied by a stock power duly endorsed in blank, sufficient to convey and transfer to STG title to the WJAC Stock, free and clear of all Liens;

(x) written resignations and releases of each of the directors and officers of WJAC;

(xi) a duly executed Trademark License Agreement, executed by Seller;

(xii) a duly executed amendment to the TBA, in the form attached hereto as Disclosure Schedule Section 2.09(b)(xii), executed by Seller and Ellis; and

(xiii) such other documents and instruments as STG and Buyer have determined to be reasonably necessary for STG to acquire the WJAC Stock, Buyer or STG's Qualified Assignee to acquire the Purchased Assets, and Buyer or STG's Qualified Assignee, as appropriate, to assume the Assumed Liabilities.

(c) Seller and STG shall, and, as applicable, STG shall cause Buyer to and Seller shall cause Ellis to, enter into and deliver to each other:

(i) a duly executed Assignment and Assumption Agreement, substantially in the form of Exhibit D;

(ii) a duly executed Assignment and Assumption Agreement for the Real Property Leases, substantially in the form of Exhibit E, from Seller, or, in the event that necessary Consents to assignment have not been obtained prior to the Closing, appropriate subleases, occupancy or use agreements pursuant to Section 2.06 hereof; and

(iii) joint written instructions of STG and CMG to the Escrow Agent instructing Escrow Agent to release the Escrow Deposit Funds to Seller.

Section 2.10. General Proration.

(a) All Purchased Assets and assets of WJAC that would be classified as current assets in accordance with GAAP, and all Assumed Liabilities and liabilities of WJAC that would be classified as current liabilities in accordance with GAAP, shall be prorated between Buyer and Seller as of the Effective Time, including by taking into account the elapsed time or consumption of an asset during the month in which the Effective Time occurs (respectively, the “**Prorated Purchased Assets**” and the “**Prorated Assumed Liabilities**”). Such Prorated Purchased Assets and Prorated Assumed Liabilities relating to the period prior to the Effective Time shall be for the account of Seller and those relating to the period on and after the Effective Time for the account of Buyer and shall be prorated accordingly. In accordance with this Section 2.10, (i) Buyer shall be required to pay to Seller the amount of any Prorated Purchased Asset to the extent Buyer will receive a current benefit on or after the Effective Time (the “**Buyer Prorated Amount**”); and (ii) Seller shall be required to pay to Buyer the amount of any Prorated Assumed Liabilities to the extent they arise with respect to the operation of the Business prior to the Effective Time and are not assumed or paid for by Seller (the “**Seller Prorated Amount**”). Such payment by **Buyer** or Seller, as the case may be, shall be made within ten (10) Business Days after the Final Settlement Statement becomes final and binding upon the parties.

(b) Such proration shall include all ad valorem and other property Taxes, FCC regulatory fees, utility expenses, liabilities and obligations under Contracts, rents and similar prepaid and deferred items, reimbursable expenses and all other expenses and

obligations, such as deferred revenue and prepayments and sales commissions, attributable to the ownership and operation of the Stations that straddle the period before and after the Effective Time. Notwithstanding anything in this Section 2.10 to the contrary, (i) except as set forth in this clause (b), with respect to Tradeout Agreements for the sale of time for goods or services assumed by Buyer, if at the Effective Time, the Stations have an aggregate negative barter balance (i.e., the amount by which the value of air time to be provided by the Stations on or after the Effective Time exceeds the fair market value of corresponding goods and services to be received on or after the Effective Time), there shall be no proration or adjustment, unless the aggregate negative barter balance of the Stations exceeds \$150,000, in which event such excess shall be treated as prepaid time sales of Seller, and adjusted for as a proration in Buyer's favor; provided, that, in determining barter balances, the value of air time shall be based upon Seller's rates as of the Effective Time, and corresponding goods and services shall include those to be received by the Stations after the Effective Time plus those received by the Stations on or before the Effective Time to the extent conveyed by Seller to Buyer as part of the Purchased Assets; (ii) there shall be no proration under this Section 2.10 to the extent there is an aggregate positive barter balance with respect to Tradeout Agreements; and (iii) there shall be no proration under this Section 2.10 for Program Rights agreements except to the extent that any payments or performance due under such Program Rights agreements relate to a payment period that straddles the Effective Time. There shall also be a proration in Buyer's favor equal to the value of the commercial spots for Bonus Weight Advertising owed to advertisers as of the Effective Time. For purposes of this Section 2.10(b), commercial spots for Bonus Weight Advertising shall be valued at the Average Unit Rate realized by Seller in the applicable market for the twelve month period ended as of the most recent full calendar month prior to the Closing Date. "Average Unit Rate" is calculated as (a) the total booked net revenue for commercial spots in the foregoing 12-month period divided by (b) the total number of commercial spots booked (including in such number Bonus Weight Advertising spots granted in connection with such booked commercial spots) by third party advertising customers in such period.

(c) Accrued vacation and accrued sick pay for Transferred Employees shall be included in the prorations.

(d) At least five (5) Business Days prior to the Closing Date, Seller shall provide STG with a good faith estimate of the prorations contemplated by this Section 2.10 (the "**Estimated Settlement Statement**"). Any payment required to be made by either party pursuant to such preliminary estimate shall be made by the appropriate party at the Closing in accordance therewith, absent manifest error. Seller will afford STG reasonable access to all records and work papers used in preparing the Estimated Settlement Statement, and STG shall notify Seller of any good faith disagreement with such calculation within two (2) Business Days of receiving the Estimated Settlement Statement. At the Closing, (i) Buyer shall be required to pay to Seller the amount equal to the Estimated Adjustment if the Estimated Adjustment is a positive number or (ii) Seller shall be required to pay to Buyer the amount equal to the Estimated Adjustment if the Estimated Adjustment is a negative number.

(e) Within sixty (60) days after the Closing Date, STG shall cause Buyer to prepare and deliver to Seller a proposed proration of assets and liabilities in the manner described in this Section 2.10 (the "**Settlement Statement**") setting forth the Seller Prorated

Amount and the Buyer Prorated Amount, together with a schedule setting forth, in reasonable detail, the components thereof.

(f) Seller shall provide reasonable access to such employees, books, records, financial statements, and its independent auditors as Buyer reasonably believes is necessary or desirable in connection with its preparation of the Settlement Statement.

(g) During the 30-day period following the receipt of the Settlement Statement, Seller and its independent auditors shall be permitted to review and make copies reasonably required of (i) the financial statements relating to the Settlement Statement, (ii) the working papers relating to the Settlement Statement, (iii) the books and records relating to the Settlement Statement and, (iv) any supporting schedules, analyses and other documentation relating to the Settlement Statement.

(h) The Settlement Statement shall become final and binding (the “**Final Settlement Statement**”) upon the parties on the 45th day following delivery thereof, unless Seller gives written notice of its disagreement with the Settlement Statement (the “**Notice of Disagreement**”) to Buyer prior to such date. The Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted. If a Notice of Disagreement is given to Buyer in the period specified, then the Final Settlement Statement (as revised in accordance with clause (i) or (ii) below) shall become final and binding upon the parties on the earlier of (i) the date Buyer and Seller resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement or (ii) the date any disputed matters are finally resolved in writing by the Accounting Firm.

(i) Within ten (10) Business Days after the Final Settlement Statement becomes final and binding upon the parties, (i) STG shall cause Buyer to pay to Seller the amount, if any, by which the Final Adjustment is higher than the Estimated Adjustment or (ii) Seller shall be required to pay to Buyer the amount, if any, by which the Estimated Adjustment is higher than the Final Adjustment, as the case may be. All payments made pursuant to this Section 2.10(i) must be made via wire transfer in immediately available funds to an account designated by the recipient party, together with interest thereon at the prime rate (as reported by *The Wall Street Journal* or, if not reported thereby, by another authoritative source) as in effect from time to time from the Effective Time to the date of actual payment.

(j) Notwithstanding the foregoing, in the event that Seller delivers a Notice of Disagreement, Seller or Buyer shall be required to make a payment of any undisputed amount to the other regardless of the resolution of the disputed items contained in the Notice of Disagreement. Seller or STG shall cause Buyer, as applicable, within ten (10) Business Days of the receipt of the Notice of Disagreement to make payment to the other by wire transfer in immediately available funds of such undisputed amount owed by Seller or Buyer to the other, as the case may be, together with interest thereon, calculated as described above.

(k) During the 30-day period following the delivery of a Notice of Disagreement to Buyer that complies with the preceding paragraphs, Buyer and Seller shall seek in good faith to resolve in writing any differences they may have with respect to the matters specified in the Notice of Disagreement. During such period (i) Buyer and its independent

auditors, at Buyer's sole cost and expense, shall be, and Seller and its independent auditors, at Seller's sole cost and expense, shall be, in each case permitted to review and make copies reasonably required of (w) the financial statements of the Business, in the case of Buyer, and Buyer, in the case of Seller, relating to the Notice of Disagreement, (x) the working papers of Seller, in the case of Buyer, and Buyer, in the case of Seller, and such other party's auditors, if any, relating to the Notice of Disagreement, (y) the books and records of Seller, in the case of Buyer, and Buyer, in the case of Seller, relating to the Notice of Disagreement, and (z) any supporting schedules, analyses and documentation relating to the Notice of Disagreement; and (ii) Seller, in the case of Buyer, and Buyer, in the case of Seller, shall provide reasonable access, upon reasonable advance notice and during normal business hours, to such employees of such other party and such other party's independent auditors, as such first party reasonably believes is necessary or desirable in connection with its review of the Notice of Disagreement, such access not to unreasonably interfere with the business of the party providing such access.

(1) If, at the end of such 30-day period, Buyer and Seller have not resolved such differences, STG and Seller shall submit to the Accounting Firm for review and resolution any and all matters that remain in dispute and that were properly included in the Notice of Disagreement. Within sixty (60) days after selection of the Accounting Firm, STG and Seller shall submit their respective positions to the Accounting Firm, in writing, together with any other materials relied upon in support of their respective positions. STG and Seller shall use commercially reasonable efforts to cause the Accounting Firm to render a decision resolving the matters in dispute within thirty (30) days following the submission of such materials to the Accounting Firm. STG and Seller agree that judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the party against which such determination is to be enforced. If an Accounting Firm is engaged pursuant to this Section 2.10, the parties shall execute an engagement letter with such Accounting Firm on customary terms, which shall include, without limitation, the fees and expenses payable by, and any indemnification liability of, the parties to the Accounting Firm. Except as specified in the following sentence, the cost of any arbitration (including the fees and expenses of the Accounting Firm) pursuant to this Section 2.10 shall be borne by STG and Seller in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportional allocations shall also be determined by the Accounting Firm at the time the determination of the Accounting Firm is rendered on the matters submitted. The fees and expenses (if any) of Buyer's independent auditors and attorneys incurred in connection with the review of the Notice of Disagreement shall be borne by Buyer, and the fees and expenses (if any) of Seller's independent auditors and attorneys incurred in connection with their review of the Settlement Statement shall be borne by Seller.

Section 2.11. Multi-Station Contracts. Disclosure Schedule Section 2.11 includes a list, as of the date hereof, of each Contract which has rights or obligations affecting the Stations, on the one hand, and other Seller Stations, on the other hand (a "**Multi-Station Contract**") which taking into account the application thereof and the rights and obligations attributable solely to the Stations would be required to be listed on Disclosure Schedule Section 3.05(a) (each, a "**Material Multi-Station Contract**", and collectively, the "**Material Multi-Station Contracts**"). The rights and obligations under each such Multi-Station Contract that are assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Liabilities, as the case may be) or to which WJAC is a party shall include only those rights and obligations under

such Multi-Station Contract to the extent that they are applicable to the Stations. Subject to the provisions of this Section 2.11, the Purchased Assets shall include those rights to the extent relating to the Business which are attributable to the period on and after the Effective Time under a Multi-Station Contract, subject to the terms and conditions of such Multi-Station Contract (such rights, the “**Multi-Station Contract Rights**”), and the Assumed Liabilities shall include those obligations to the extent relating to the Business which are attributable to the period on and after the Effective Time under a Multi-Station Contract, subject to the terms and conditions of such Multi-Station Contract or to the extent taken into account in the prorations under Section 2.10 (such obligations, the “**Multi-Station Contract Obligations**”). All rights and obligations which arise under a Multi-Station Contract other than the Multi-Station Contract Rights and the Multi-Station Contract Obligations shall in all cases be included in the Excluded Assets and the Excluded Liabilities, as applicable. For purposes of determining the scope of the Multi-Station Contract Rights and the Multi-Station Contract Obligations, the rights and obligations under each Multi-Station Contract shall be equitably allocated among (1) the Stations, on the one hand, and (2) 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;
- (b) if there is no allocation in the Multi-Station Contract as described in clause (a) hereof, then any reasonable allocation previously made by Seller or its Affiliates in the ordinary course of business and disclosed on Disclosure Schedule Section 2.11(b) shall control;
- (c) if there is no reasonable allocation as described in clause (b) hereof, then the quantifiable proportionate benefits and obligations to be received and performed, as the case may be, by Seller and Buyer after the Effective Time (to be determined by mutual good faith agreement of Seller and Buyer) shall control; and
- (d) if there are no quantifiable proportionate benefits and obligations as described in clause (c) hereof, 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 Seller, by termination of such Multi-Station Contract in its entirety with respect to the Stations and the execution of new contracts with respect to the Stations or by an assignment to and assumption by Buyer of the related Multi-Station Contract Rights and the Multi-Station Contract Obligations under such Multi-Station Contract. 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 2.11 and Section 2.06; provided, that, completion of documentation of any such allocation under this Section 2.11 is not a condition to Closing unless such Multi-Station Contract is listed on and disclosed on Disclosure Schedule Section 10.03(c)-1.

Notwithstanding anything to the contrary set forth in this Agreement, if any Multi-Station Contract includes any group discounts or similar benefits that are not assignable to Buyer, then Buyer’s allocated portion of such Multi-Station Contract will not include or reflect such terms.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Each Seller Entity jointly and severally represents and warrants to STG as follows:

Section 3.01. Corporate Existence and Power. Each Seller Entity, WJAC and Ellis is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, as applicable. Each Seller Entity, WJAC and Ellis is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except where the failure to so qualify would not reasonably be expected to have a Material Adverse Effect. Each Seller Entity, WJAC and Ellis (as applicable) has the requisite power and authority to own and operate the Business as currently operated.

Section 3.02. Corporate Authorization; Voting Requirements.

(a) The execution and delivery by each Seller Entity of this Agreement and the Ancillary Agreements (to which such Seller Entity is or will be a party), the performance by each Seller Entity of its obligations hereunder and thereunder and the consummation by each Seller Entity of the transactions contemplated hereby and thereby are within such Seller Entity's limited liability company or corporate powers, as applicable, and have been duly authorized and approved by the respective boards of managers or board of directors, as applicable, of such Seller Entity, and no other limited liability company or corporate action, as applicable, on the part of such Seller Entity is necessary to authorize and approve the execution, delivery and performance by such Seller Entity of this Agreement and the Ancillary Agreements (to which such Seller Entity is or will be a party) and the consummation by each Seller Entity of the transactions contemplated hereby and thereby. The execution and delivery by Ellis of the Ancillary Agreements to which it is a party, the performance by Ellis of its obligations thereunder and the consummation by Ellis of the transactions contemplated thereby are within Ellis's corporate powers, have been duly authorized and approved by the boards of directors of Ellis and no other corporate action on the part of Ellis is necessary to authorize and approve the execution, delivery and performance by Ellis of the Ancillary Agreements (to which Ellis is or will be a party) and the consummation by Ellis of the transactions contemplated hereby and thereby.

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

Section 3.03. Governmental Authorization. The execution, delivery and performance by each Seller Entity of this Agreement and by each Seller Entity and Ellis of each Ancillary Agreement to which such Person is or will be a party and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than (a) compliance with any applicable requirements of the HSR Act and (b) compliance with the Communications Laws and with the rules and regulations of the FCC.

Section 3.04. Noncontravention. Except as disclosed in Disclosure Schedule Section 3.04, the execution, delivery and performance by each Seller Entity of this Agreement and by each Seller Entity and Ellis of each Ancillary Agreement to which such Person is or will be a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of such Person; (b) assuming compliance with the matters referred to in Section 3.03, conflict with or violate in any material respect any material Law or Governmental Order applicable to such Person or any of the Purchased Assets; (c) require any consent or other action by or notification to any Person under, constitute a material default under, give to any Person any rights of termination, amendment, acceleration, cancellation of any material right or obligation of such Person under, any provision of any Material Assumed Contract; or (d) result in the creation or imposition of any material Lien (except for Permitted Liens) on any of the Purchased Assets.

Section 3.05. Contracts.

(a) Disclosure Schedule Section 3.05(a) sets forth all of the following Contracts (other than Contracts which are Excluded Assets and the Multi-Station Contracts) to which Seller, WJAC or Ellis is a party that are used primarily with respect to the Stations as of the date hereof (each a “**Material Assumed Contract**”):

(i) any Contract for the sale of broadcast time for advertising or other purposes for cash that was not made in the ordinary course of business consistent with past practices;

(ii) any Contract relating to Program Rights other than any such Contract that involves payments of less than \$10,000 in any twelve (12) month period and less than \$25,000 in total payments;

(iii) any Contract involving the purchase or sale of Real Property that has not closed as of the date hereof;

(iv) any Contract entered into after January 1, 2012 relating to the acquisition or disposition of any material portion of the Business (whether by merger, sale of stock, sale of assets or otherwise);

(v) any Contract involving construction, architecture, engineering or other agreements relating to uncompleted construction projects, in each case that involve payments in excess of \$100,000;

(vi) any mortgage, pledge or security agreement, deed of trust or other instrument granting a Lien (other than Permitted Liens) upon any Purchased Asset, other than those that will be paid off at Closing;

(vii) any Contract involving a partnership, joint venture or similar agreement with another party;

(viii) any Contract involving base compensation to any Employee, or independent contractor or consultant engaged to perform services to the Business in excess of \$50,000 per year (provided, however, that for purposes of this Section 3.05(a)(viii), the term Contract shall not include at-will Contracts or Contracts that can be terminated upon thirty (30) days' notice or less without penalty or additional payment);

(ix) any Contract involving any labor agreement or collective bargaining agreement of Seller, WJAC or Ellis;

(x) any Contract that contains a covenant restricting the ability of Seller, WJAC or Ellis to compete in any business or with any Person or in any geographic area in which the Stations operate (provided, however, that for purposes of this Section 3.05(a)(x), the term Contract shall, with respect to Real Property, only mean Real Property Leases);

(xi) any Contract with any Subsidiary of any Seller Entity, WJAC or Ellis (other than with another Seller Entity);

(xii) any Contract that is a local marketing agreement, joint sales agreement or similar agreement;

(xiii) any Contract with a Governmental Authority (other than ordinary course Contracts with Governmental Authorities as a customer) which imposes any material obligation or restriction on Seller, WJAC or Ellis;

(xiv) any Contract pursuant to which any Indebtedness for borrowed money of Seller, WJAC or Ellis is outstanding or may be incurred or pursuant to which Seller, WJAC or Ellis has guaranteed any Indebtedness for borrowed money of any other Person (other than a member or shareholder of a Seller Entity or Ellis and excluding trade payables arising in the ordinary course of business);

(xv) any Contract relating to the non-broadcast use of the Station's digital bit stream; and

(xvi) all other Contracts (including all programming contracts) that involve the cash payment or potential cash payment, pursuant to the terms of any such Contract, by or to Seller, WJAC or Ellis of more than \$100,000 per year that cannot be terminated within one hundred and eighty (180) days after giving notice of termination without resulting in any material cost or penalty to Seller.

(b) No Seller Entity, WJAC or Ellis and, to the Knowledge of Seller, no other party, is in material breach or default under any Material Assumed Contract or Material Multi-Station Contract.

(c) Each Material Assumed Contract and Material Multi-Station Contract is in full force and effect. Each Material Assumed Contract and Material Multi-Station Contract constitutes a legal, valid and binding obligation of Seller, WJAC or Ellis (as applicable) and, to the Knowledge of Seller, of each other party thereto (except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other Laws from time to time in effect relating to the enforcement of creditors' rights and remedies generally and general principles of equity).

Section 3.06. Intangible Property. All material owned and registered Copyrights, Trademarks and domain names used in connection with the Business are described, listed or set forth on Disclosure Schedule Section 3.06(a). Except as set forth on Disclosure Schedule Section 3.06(b), neither Seller, WJAC, nor Ellis has received notice of any material claims, demands or proceedings pending by any third party challenging Seller's, WJAC's or Ellis's right to use any of the Intangible Property or that any Intangible Property or any services provided by Seller, WJAC or Ellis conflict with, infringe or otherwise violate the material intellectual property rights of third parties. Except as set forth on Disclosure Schedule Section 3.06(c), as of the date hereof, the Purchased Assets include all material Intangible Property, including rights in and to call letters used in the operation of the Stations and, to Seller's Knowledge, no third party has materially infringed or is materially infringing on any of the Intangible Property. Neither Seller, WJAC, nor Ellis has received any written notice that any of the owned Intangible Property is the subject of an outstanding judicial or administrative finding, opinion or office action materially restricting the use thereof by Seller, WJAC or Ellis or has been adjudged invalid, unenforceable or unregistrable in whole or in part.

Section 3.07. Real Property.

(a) The Seller Entity, WJAC or Ellis set forth on Disclosure Schedule Section 3.07(a)(i) has valid, fee simple title, free and clear of all Liens other than Permitted Liens, to the owned Real Property identified therein, which constitutes each parcel of real property which is owned by Seller, WJAC or Ellis (as applicable) and used primarily in connection with the operation of the Stations (the "**Owned Real Property**"). Disclosure Schedule Section 3.07(a)(ii) includes a list of each Real Property Lease in effect as of the date of this Agreement. Except as set forth on Disclosure Schedule Section 3.07(a)(iii), each applicable Seller, WJAC or Ellis has a valid leasehold interest in, or a valid license to occupy, the Real Property conveyed by the Real Property Leases as of the date of this Agreement. The Real Property includes sufficient access to the Stations' facilities. Except as set forth on Disclosure Schedule Section 3.07(a)(iv), neither Seller, WJAC nor Ellis (i) has received notice of any material violation of material Law affecting the Owned Real Property or the Real Property Leases or Seller's, WJAC's or Ellis's (as applicable) use thereof, (ii) is in material default under any Lease or Real Property Lease, (iii) within the past two (2) years, has received notice of material default under or termination of any Leases or Real Property Leases and (iv) has Knowledge of any current material default by any third party under any Lease or Real Property Lease. Seller has made available to Buyer true and correct copies of the Leases and Real Property Leases, together with all amendments thereto.

(b) Within the past two (2) years, neither Seller, WJAC, nor Ellis has received written notice of any existing plan or study by any Governmental Authority or by any other Person that challenges or otherwise adversely affects the continuation of the use or operation of any Owned Real Property or Real Property Leases and Seller has no Knowledge of any such plan or study with respect to which it has not received written notice. Except as set forth in the Leases, to the Knowledge of Seller, there is no Person in possession of any Owned Real Property other than Seller, WJAC or Ellis. Except as identified in Disclosure Schedule Section 3.07(b), no Person has any right to acquire the interests in any of the Owned Real Property.

(c) Except as disclosed on Disclosure Schedule Section 3.07(c) and Disclosure Schedule Section 3.17(b), with respect to the Owned Real Property, all material improvements, installations, equipment and facilities utilized in connection with the business of each applicable Station, including material studios, towers and transmission equipment, are (i) located entirely on the Owned Real Property, (ii) maintained on the Owned Real Property in compliance in all material respects with all applicable material Laws or Permits, and (iii) in normal operating condition and repair in all material respects for the uses for which they are currently employed (normal wear and tear excepted).

(d) Disclosure Schedule Section 3.07(d) includes a list of each lease, sublease, license, or similar agreement (including any and all assignments, amendments, and other modifications of such leases, subleases, licenses and other occupancy agreements) pertaining to the use or occupancy of the Real Property in which Seller, WJAC or Ellis has an interest as a tenant, licensee, subtenant or sub-licensee (such leases, subleases, licenses or similar agreements with current monthly payments in excess of \$1,000, “**Real Property Leases**”).

(e) Except as disclosed on Disclosure Schedule Section 3.07(e), to the Knowledge of Seller, the Owned Real Property is in material compliance with all applicable material building, zoning, subdivision, health and safety and other land use Laws, including The Americans with Disabilities Act of 1990, as amended.

(f) Except as disclosed on Disclosure Schedule Section 3.07(f), (i) each parcel of Owned Real Property has access (e.g. ingress and egress) to a public street adjoining such parcel of Owned Real Property, or has ingress and egress to a public street via Real Property Leases or easements, and (ii) such access is not dependent on any land or other real property interest which is not included in the Real Property.

(g) To the Knowledge of Seller, the current use and occupancy of the Owned Real Property and the operation of the Business as currently conducted thereon does not violate in any material respect any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such Owned Real Property or Seller’s, WJAC’s or Ellis’s (as applicable) use and occupancy thereof.

Section 3.08. Financial Information.

(a) The unaudited financial statements from Seller’s, WJAC’s and Ellis’s internal reporting system relating to the operation of the Stations in each Market as of the Balance Sheet Date and the related unaudited statement of operations for the year then ended

(the “**Business Financial Statements**”), complete and correct copies of which are set forth in Disclosure Schedule Section 3.08(a), were prepared in accordance with the books and records of Seller, WJAC and Ellis and GAAP, consistently applied during the applicable periods and present fairly in all material respects the combined financial position of the Business as of the applicable dates, and the combined results of their operations for each of the applicable periods (except as may be indicated in the notes thereto), subject to the absence of statements of cash flows, other comprehensive income (loss), stockholders’ equity (deficiency), and footnotes, for the periods covered by the Business Financial Statements. The costs and expenses of corporate services performed for the Business and internally allocated in the ordinary course of business by Seller and its Subsidiaries, and the amounts so allocated for the periods specified, are set forth in Disclosure Schedule Section 3.08(a).

(b) Except as set forth on Disclosure Schedule Section 3.08(b), neither Seller, WJAC nor Ellis has any liabilities that relate to the Business or to which the Purchased Assets would be subject which would be required to be reflected or reserved against on a combined balance sheet of the Business prepared in accordance with GAAP or the notes thereto, except liabilities (i) reflected or reserved against on the Business Financial Statements, (ii) incurred after the Balance Sheet Date in the ordinary course of business, (iii) that are Excluded Liabilities, (iv) liabilities to be performed after the date hereof pursuant to the Assumed Contracts or (v) as contemplated by this Agreement.

Section 3.09. Absence of Certain Changes or Events.

(a) Except as disclosed in Disclosure Schedule Section 3.09(a), since the Balance Sheet Date, each of Seller, WJAC and Ellis has operated the Stations in the ordinary course of business consistent with past practices.

(b) Since the Balance Sheet Date through the date hereof, and except as set forth in Disclosure Schedule Section 3.09(b) or as contemplated by this Agreement, there has not been in respect of the Business:

- (i) any Material Adverse Effect;
- (ii) any damage, destruction or loss, whether or not covered by insurance, with respect to any of its property and assets having a replacement cost of more than \$100,000 per Market;
- (iii) (x) the entry into (including renewals or amendments to existing Assumed Contracts) or relinquishment of any individual Program Rights agreement with a term of one (1) year or more or that involves cash payments or cash receipts of \$50,000, or (y) the entry into (including renewals or amendments to existing Assumed Contracts) of any other agreement or commitment (other than advertising sales contracts for cash only) with a term of one (1) year or more or that involves cash payments or cash receipts of \$50,000 or more per year, in the case of clause (x) or (y), other than agreements and commitments specifically contemplated by this Agreement;
- (iv) any material change in the programming policies of the Stations;

(v) the creation or other incurrence by Seller, WJAC or Ellis of any Lien on any Purchased Asset or the WJAC Stock other than Permitted Liens;

(vi) any (x) with respect to any Employee, director and/or independent contractor, establishment of any bonus, employment, consulting, severance, deferred compensation, retirement or other employee benefit plan, agreement, arrangement or program (or any amendment to any such existing agreement), (y) grant of any severance or termination pay to any Employee, director or independent contractor or (z) increase or change to the rate or nature of the compensation (including wages, employee benefits, salaries and bonuses) payable to any Employee, director or independent contractor, except in each case, (A) as may be required by Law or existing contracts or applicable collective bargaining agreements and (B) in the ordinary course of business consistent with past practices;

(vii) any labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any Employees of Seller, WJAC or Ellis, which Employees were not subject to a collective bargaining agreement at the Balance Sheet Date, or any lockouts, strikes, concerted work stoppages or slowdowns, or threats thereof by or with respect to any Employees of Seller, WJAC or Ellis;

(viii) any sale of Owned Real Property or other transfer, conveyance or termination of leasehold rights in, such Owned Real Property or Real Property Leases;

(ix) any change in any method of accounting or accounting practice by Seller except for any such change required by reason of a concurrent change in GAAP; or

(x) any agreement or commitment to do anything set forth in this Section 3.09(b).

Section 3.10. Absence of Litigation. Except as set forth on Disclosure Schedule Section 3.10, there is no material Action pending against or, to the Knowledge of Seller, threatened against or affecting Seller or Ellis, any of the Stations or the Businesses or the WJAC Stock, in each case that would be reasonably expected to restrain, enjoin or otherwise prevent the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements or that would, as of the date of this Agreement, reasonably be expected to result in damages in excess of \$100,000. Except as set forth on Disclosure Schedule Section 3.10, there is no material Action pending against or, to the Knowledge of Seller, threatened against or affecting WJAC that would, as of the date of this Agreement, reasonably be expected to result in damages in excess of \$100,000.

Section 3.11. Compliance with Laws. Except as set forth in Disclosure Schedule Section 3.11 or Disclosure Schedule Section 3.12(c), none of the Stations is in material violation of, and, to the Knowledge of Seller, none of the Stations is under investigation with respect to and has not been threatened in writing to be charged with, any material violation of any material applicable Law or Governmental Order. Seller, WJAC and Ellis hold all material licenses, franchises, permits, certificates, approvals and authorizations from Governmental Authorities

necessary for the lawful conduct of its business (collectively, “**Permits**”), and all such Permits are valid and in full force and effect. Except as set forth in Disclosure Schedule Section 3.11, Seller, WJAC and Ellis are in material compliance with the terms of such Permits.

Section 3.12. FCC Matters; Qualifications.

(a) Disclosure Schedule Section 3.12(a) contains a true and complete list of all FCC Licenses, including antenna structure registrations of towers owned by Seller, WJAC or Ellis. Seller has made available true, correct and complete copies of the FCC Licenses to STG, including any and all amendments and modifications thereto. The FCC Licenses are validly held by the FCC Licensees and are in full force and effect. Except as set forth on Disclosure Schedule Section 3.12(a), the FCC Licenses have been issued for the full terms customarily issued to a broadcast television station in the state in which the Station’s community of license is located, and the FCC Licenses are not subject to any condition except for those conditions appearing on the face of the FCC Licenses and conditions applicable to broadcast television licenses generally or otherwise disclosed in Disclosure Schedule Sections 3.12(a)-(d).

(b) Except as set forth on Disclosure Schedule Section 3.12(b), neither Seller, WJAC nor Ellis has applications pending before the FCC relating to the operation of the Stations.

(c) Except as set forth on Disclosure Schedule Section 3.12(c), Seller, WJAC and the FCC Licensees, as the case may be, (i) have operated each Station in compliance with the Communications Laws and the FCC Licenses in all material respects, (ii) have timely filed all material registrations and reports required to have been filed with the FCC, (iii) have paid or caused to be paid all FCC regulatory fees due in respect of each Station, and (iv) have completed or caused to be completed the construction of all facilities or changes contemplated by any of the FCC Licenses or construction permits issued to the Stations. Except as set forth in Disclosure Schedule Section 3.12(c), there are no applications, petitions, proceedings, or other actions or, to the Knowledge of Seller, complaints or investigations, pending or, to the Knowledge of Seller, threatened before the FCC relating to the Stations, other than proceedings affecting broadcast television stations generally. Except as set forth on Disclosure Schedule Section 3.12(c), none of Seller, WJAC, the FCC Licensees, nor any of the Stations, has entered into a tolling agreement or otherwise waived any statute of limitations relating to the Stations during which the FCC may assess any fine or forfeiture or take any other action or agreed to any extension of time with respect to any FCC investigation or proceeding.

(d) The FCC Licensees are qualified under the Communications Laws to assign the FCC Licenses. To the Knowledge of Seller, and except as set forth on Disclosure Schedule Section 3.12(d), there is no fact or circumstance relating to the Stations or Seller or any of its Affiliates that would cause the FCC to deny the FCC Applications. Except as set forth on Disclosure Schedule Section 3.12(d), Seller has no reason to believe that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Seller’s, WJAC’s or Ellis’s operation of the Stations, the FCC Licensees, Seller, WJAC or any of their respective Subsidiaries.

Section 3.13. Cable and Satellite Matters.

(a) Disclosure Schedule Section 3.13(a) contains a list of all retransmission consent or copyright indemnification agreements with MVPDs with more than 5,000 subscribers with respect to each Station as of the date of this Agreement. Except as set forth on Disclosure Schedule Section 3.13(a), Seller, WJAC or Ellis has timely made retransmission consent elections and entered into retransmission consent agreements with respect to each MVPD with more than 7,000 subscribers in any of the Markets. Except as set forth on Disclosure Schedule Section 3.13(a), since July 31, 2011, no such MVPD has provided written notice to Seller, WJAC or Ellis of any signal quality issue or failed to respond to a request for carriage or to the Knowledge of Seller sought any form of relief from carriage of the Station from the FCC. Except as set forth on Disclosure Schedule Section 3.13(a), since July 31, 2011, neither Seller, WJAC nor Ellis has received any written notice of the intention of any headend with more than 1,500 subscribers covered by an MVPD in any of the Stations' Markets to delete a Station from carriage or to change a Station's channel position.

(b) Disclosure Schedule Section 3.13(b) contains a list as of the date hereof, including the channel position where known, of the MVPDs that, to the Knowledge of Seller, carry any Station outside such Station's Market.

Section 3.14. Employees; Labor Matters.

(a) Seller has made available to STG a list, dated as of a date no earlier than five (5) days prior to the date of this Agreement, of all Employees, including the names, date of hire, current rate of compensation, employment status (i.e., active, disabled, on authorized leave and reason therefor), department, title, whether covered by a collective bargaining agreement and whether full-time, part-time or per-diem. Such list, redacted to delete current rate of compensation and the reason for an employment status that is other than active status, is attached as Disclosure Schedule Section 3.14(a).

(b) Except as set forth in Disclosure Schedule Section 3.14(b), none of the Stations are subject to or bound by any labor agreement or collective bargaining agreement. To the Knowledge of Seller, there is no activity involving any Employee seeking to certify a collective bargaining unit or engaging in any other organizational activity.

(c) Except as set forth in Disclosure Schedule Section 3.14(c), (i) neither Seller, WJAC or Ellis is engaged in any unfair labor practice that would reasonably be expected to have a Material Adverse Effect; (ii) there are no labor strikes, material labor disputes, concerted work stoppages or lockouts pending or, to the Knowledge of Seller, threatened; (iii) there are no grievances, complaints or other legal proceedings pending, or to the Knowledge of Seller, threatened, against Seller, WJAC or Ellis in connection with the employment of their respective Employees, except that would not reasonably be expected to result in a material liability; and (iv) Seller, WJAC and Ellis are in compliance with all applicable labor and employment laws in connection with the employment of their respective Employees, except for any failure to comply that would not reasonably be expected to result in a material liability.

Section 3.15. Employee Benefit Plans.

(a) Disclosure Schedule Section 3.15(a) identifies each material Employee

Plan in existence immediately prior to the date of this Agreement. The Stations, WJAC and Ellis do not sponsor any Employee Plan other than bonus, commission or other compensation plans, programs or arrangements; vacation, holiday, leave and other paid time off policies; and the severance obligations (collectively, the “**Company Sponsored Plans**”) which are identified as such on Disclosure Schedule Section 3.15(a).

(b) Each Employee Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter as to its qualification, and nothing has occurred that could reasonably be expected to adversely affect such qualification.

Section 3.16. Environmental Matters. Except as disclosed on Disclosure Schedule Section 3.16:

(a) no citation, written notice, request for information, order, complaint or penalty has been received, and, to the Knowledge of Seller, no Action has been brought by any Governmental Authority, in each case, alleging a material violation of, or material liability under, any Environmental Laws for Releases at any Real Property owned, leased or operated by Seller, WJAC or Ellis, except for those that have been fully and finally resolved with no continuing obligation on or to Seller, WJAC or Ellis;

(b) Seller, WJAC and Ellis hold all environmental permits, registrations or other authorizations necessary for the operation of the Business to comply with applicable material Environmental Laws in all material respects and Seller, WJAC and Ellis are in material compliance with the terms of such permits issued pursuant to Environmental Laws;

(c) Seller, WJAC and Ellis are in compliance with Environmental Laws in all material respects, including those relating to generation, storage, treatment, recycling, removal, cleanup, transport or disposal of Hazardous Materials;

(d) to the Knowledge of Seller, there have been no Releases of Hazardous Materials at, from, to, on or under any Owned Real Property that give rise to any material affirmative reporting or cleanup obligation under Environmental Law; and

(e) to the Knowledge of Seller, there are no underground storage tanks at the Owned Real Property and neither Seller, WJAC, nor Ellis utilize any underground storage tanks at the Real Property subject to the Real Property Leases.

Section 3.17. Equipment. Disclosure Schedule Section 3.17(a) lists all material items of Equipment included in the Purchased Assets. Except as otherwise set forth in Disclosure Schedule Section 3.17(b), all such material items of Equipment are in normal operating condition and repair in all material respects for the uses to which they are currently employed (ordinary wear and tear excepted), and to the Knowledge of Seller, are free from material defects (patent or latent) and have been maintained in accordance with normal industry practice. Seller, WJAC and Ellis own or lease all Equipment included in the Purchased Assets, free and clear of all Liens, except Permitted Liens. No Person other than Seller, WJAC or Ellis has any rights to use any of the Equipment or other tangible personal property included in the Purchased Assets, whether by

lease, sublease, license or other instrument, other than set forth on Disclosure Schedule Section 3.17(c).

Section 3.18. Brokers. Except for Citigroup Global Markets Inc., no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Seller, Ellis or any of their respective Subsidiaries.

Section 3.19. Taxes.

(a) Seller has filed or caused to be filed on a timely basis, with the appropriate Governmental Authorities, all income Tax Returns and all material other Tax Returns that were required to be filed (i) with respect to WJAC, either separately or as a member of the affiliated group of corporations of which it is a member, and (ii) that relate to the Purchased Assets or the Business, and all such Tax Returns are complete and correct in all material respects and prepared in substantial compliance with all applicable laws and regulations. All Taxes owed by WJAC, or owed by Seller with respect to the Purchased Assets or the Business, have been timely paid (whether or not shown on any Tax Return and whether or not any Tax Return was required), except to the extent such Taxes are being contested upon audit by appropriate proceedings and which either (i) constitute Excluded Liabilities or (ii) are disclosed on Disclosure Schedule Section 3.19(a) and for which an adequate reserve has been booked. None of the Purchased Assets is subject to any lien in favor of the United States pursuant to Section 6321 of the Code for nonpayment of federal Taxes or any Tax lien in favor of any state or locality pursuant to any comparable provision of any state or local Law, or any other U.S. federal, state or local Tax Law under which transferee liability might be imposed upon Buyer as a buyer of such Purchased Assets.

(b) There are no Liens against the stock or assets of WJAC or against the Purchased Assets in respect of any Taxes, other than with respect to Taxes not yet due and payable.

(c) Except as set forth on Disclosure Schedule Section 3.19(c), there are no material audits, examinations, suits, proceedings or investigations currently pending or threatened in writing by any Governmental Authority with respect to any Taxes relating to WJAC, the Purchased Assets or the Business.

(d) Except as set forth on Disclosure Schedule Section 3.19(d), neither Seller nor WJAC is the beneficiary of any extension of time within which to file any material Tax Return relating primarily to WJAC or the Purchased Assets.

(e) Except as set forth on Disclosure Schedule Section 3.19(e), neither Seller, WJAC nor Ellis has waived any statute of limitations in respect of any material Taxes relating primarily to WJAC, the Purchased Assets or the Business or agreed to any extension of time with respect to a material Tax assessment or deficiency which extension is currently in effect relating primarily to WJAC, the Purchased Assets or the Business.

(f) As of the Closing, there will be no Tax sharing agreements or similar arrangements in effect with respect to or involving WJAC (excluding this Agreement).

(g) WJAC is not a “**United States real property holding corporation**” within the meaning of Section 897(c)(2) of the Code.

(h) WJAC is not a party to any “reportable transaction” within the meaning of Treasury Regulation Section 1.6011-4(b).

(i) Seller has delivered to STG true and complete copies of all income Tax Returns of WJAC for the tax year ended December 31, 2011 and will deliver true and complete copies of all income Tax Returns of WJAC for the tax year ended December 31, 2012 and any other income Tax Returns filed by or on behalf of WJAC after the date hereof, within thirty (30) days after filing.

(j) WJAC has complied in all material respects with respect to (i) the withholding of all amounts required to have been withheld and paid in connection with any amounts paid or owing to any of its employees, agents, contractors, customers and nonresidents, and remitting such amounts to the proper agencies; and (ii) filing all federal, state, local and foreign returns and reports with respect to employee income Tax withholding, social security, unemployment Taxes and premiums.

(k) No claim has ever been made by any taxing authority in any jurisdiction in which WJAC does not file Tax Returns that WJAC is or may be subject to taxation by that jurisdiction.

(l) With respect to WJAC, (i) there is no agreement, or requirement, to make any adjustment under Section 481(a) on the Code by reason of a change in accounting method or otherwise for any taxable period (or portion thereof) ending after the Closing Date; (ii) no election has been made or is required to treat any of its assets as owned by another Person pursuant to the provisions of Section 168(f) of the Internal Revenue Code of 1954 or as tax-exempt bond financed property or tax-exempt use of property within the meaning of Section 168 of the Code; and (iii) WJAC does not own any property that is subject to a “section 467 rental agreement” as defined in Section 467 of the Code.

(m) Since 2002, WJAC has not been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which is Cox Enterprises, Inc.). WJAC does not have any material liability for the Taxes of any Person (i) under Treasury regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), (ii) as a transferee or successor, (iii) by contract, or (iv) otherwise.

(n) WJAC will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion of any taxable period) after the Closing Date as a result of any (i) closing agreement as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax law); (ii) installment sale or open transaction disposition occurring on or prior to the Closing Date; (iii) cash basis method of accounting or percentage of completion method of accounting; (iv) an election under Section 108(i) of the Code; (v) prepaid amount received on or prior to the Closing

Date or (vi) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of Tax law).

(o) WJAC has not distributed to its stockholders or security holders stock or securities of a controlled corporation, nor has stock or securities of WJAC been distributed, in a transaction to which Section 355 of the Code applies (i) in the two years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a “plan” or “series of related transactions” (within the meaning of Section 355(e) of the Code) that includes the transactions contemplated by this Agreement. WJAC has not participated in any transaction intended to be governed by Section 361 of the Code since 2002, and, to the Knowledge of Seller, WJAC did not participate in any transaction intended to be governed by Section 361 of the Code prior to 2002.

(p) Except as set forth in Disclosure Schedule Section 3.19(p), WJAC (i) is not a party to any joint venture, partnership, or other arrangement that is treated as a partnership for federal income Tax purposes, (ii) has not made a check-the box election under Section 7701, (iii) is not a stockholder of a “controlled foreign corporation” as defined in Section 957 of the Code (or any similar provision of state, local or foreign law) and (iv) is not a stockholder in a “passive foreign investment company” within the meaning of Section 1297 of the Code.

(q) WJAC does not have and has not had a permanent establishment in any foreign country as defined in any applicable Tax treaty or convention between the United States and such foreign country.

Section 3.20. Purchased Assets.

(a) The Purchased Assets include all assets that are owned, leased or licensed by Seller or Ellis and primarily used or primarily held for use in the operation of the Business in all material respects as currently operated, except for the Excluded Assets.

(b) Disclosure Schedule Section 3.20(b) lists or describes all real and personal, tangible and intangible assets of Seller, WJAC, Ellis and their respective Affiliates that are used in connection with the operation of the Stations but are not used primarily in connection with the operation of the Stations.

Section 3.21. Option Purchase Agreement. Seller has delivered to STG a true and complete copy of the Option Purchase Agreement, which agreement is in full force and effect and constitutes a legal, valid and binding agreement of Seller and, to Seller’s Knowledge, Ellis.

Section 3.22. Capitalization of WJAC. The WJAC Stock constitutes all of the issued and outstanding capital stock of WJAC. CMG owns all of the WJAC Stock, beneficially and of record, free and clear of all Liens (other than Liens specified in clause (h) of the definition of Permitted Liens). Except for this Agreement, there are no outstanding subscriptions, options, warrants conversion rights, rights of exchange or other agreements providing for the purchase, issuance or sale of any interest in WJAC. There are no voting trusts, proxies or other agreements or understandings with respect to the voting or transfer of the WJAC Stock.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF STG

STG represents and warrants to Seller as follows:

Section 4.01. Existence and Power. STG is a corporation duly formed, validly existing and in good standing under the Laws of the State of Maryland and has all requisite corporate power and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted. STG is duly qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified could not reasonably be expected to have, individually or in the aggregate, a material adverse effect on STG or on STG's ability to timely perform its obligations under this Agreement or the Ancillary Agreements to which it will be a party.

Section 4.02. Authorization.

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

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

Section 4.03. Governmental Authorization. The execution, delivery and performance by STG of this Agreement and each Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than (a) compliance with any applicable requirements of the HSR Act and (b) compliance with the Communications Laws.

Section 4.04. Noncontravention. The execution, delivery and performance of this Agreement by STG and each Ancillary Agreement to which STG or Buyer will be a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of STG, (b) assuming compliance with the matters referred to in Section 4.03, conflict with or violate any Law or Governmental Order applicable to STG, (c) require any consent or other action by or notification to any Person under, constitute a default under, or give to any Person any rights of termination, amendment, acceleration or cancellation of any right or obligation of STG or to a loss of any benefit to which

STG is entitled under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other agreement or instrument to which STG is a party or by which any of STG's assets is or may be bound or (d) result in the creation or imposition of any Lien (except for Permitted Liens) on any asset of STG, except, in the cases of clauses (b), (c) and (d), for any such violations, consents, actions, defaults, rights or losses as have not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on STG or on STG's ability to timely perform its obligations under this Agreement or the Ancillary Agreements.

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

Section 4.06. FCC Qualifications. Except as set forth on Disclosure Schedule Section 4.06, STG is legally, financially and otherwise qualified under the Communications Laws (as in effect on the date hereof) to acquire (through the purchase of the WJAC Stock) the FCC Licenses and own and operate each Station. Except as set forth on Disclosure Schedule Section 4.06, there are no facts known to STG, after due inquiry, that would disqualify STG as the assignee of the FCC Licenses or as owner and operator of the Stations, and no waiver or exemption, whether temporary or permanent of the Communications Laws is necessary for the FCC Consent to be obtained. As of the date hereof, STG has not received notice from any Person set forth on Disclosure Schedule Section 4.06 that such Person intends to challenge or seeks to prevent, enjoin, alter or delay the transactions contemplated by this Agreement. Except as set forth on Disclosure Schedule Section 4.06, STG has no reason to believe, after due inquiry, that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to STG or any of its Affiliates or any of their respective officers, directors, shareholder, members or partners. No waiver of or exemption, whether temporary or permanent, from any provision of the Communications Laws is necessary for the FCC Consent to be obtained.

Section 4.07. Brokers. Except as set forth on Disclosure Schedule Section 4.07, there is no broker, finder, investment banker or other intermediary that has been retained by or is authorized to act on behalf of Buyer who or that might be entitled to any fee or commission from either Buyer or any of its Affiliates upon consummation of the transactions contemplated by this Agreement and the Ancillary Agreements for which Seller could become liable.

Section 4.08. Financing. At Closing, STG or Buyer will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price, all related fees and expenses in connection with the transactions contemplated by this Agreement and any other amounts to be paid by it in accordance with the terms of this Agreement.

Section 4.09. Projections and Other Information. STG acknowledges that, with respect to any projections, forecasts, business plans, budget information and similar documentation or information relating to Seller, the Business or the WJAC Stock that STG has received from Seller or any of its Affiliates, (a) there are uncertainties inherent in attempting to make such

projections, forecasts, plans and budgets, (b) STG is familiar with such uncertainties, (c) STG is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to it, and (d) STG does not have, and will not assert, any claim against Seller or any of its directors, officers, employees, Affiliates or representatives, or hold Seller or any such persons liable, with respect thereto. STG represents that neither of Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Seller, or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and neither Seller nor any of its Affiliates or any other Person will have or be subject to any liability to STG or any other Person resulting from the distribution to STG or its representatives or STG's use of, any such information, including any confidential memoranda distributed on behalf of Seller relating to Seller or other publications or data room information provided to STG or its representatives, or any other document or information in any form provided to STG or its representatives in connection with the sale of the Purchased Assets and the WJAC Stock and the transactions contemplated hereby. Notwithstanding anything herein to the contrary, nothing in this Section 4.09 will in any way limit STG's or Buyer's rights (including under Section 10.03(a) and Article XII) with respect to representations and warranties of Seller explicitly included herein.

Section 4.10. Solvency. STG is not entering into the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the transactions contemplated hereby, including the payment of the Purchase Price and payment of all related fees and expenses, STG and/or its Affiliates will be Solvent. For purposes of this Section 4.10, the term “**Solvent**” with respect to any Person means that, as of any date of determination, (a) the amount of the fair saleable value of the assets of such Person exceeds, as of such date, the value of all liabilities of such Person, including contingent and other liabilities, as of such date, as such quoted terms are generally determined in accordance with the applicable federal Laws governing determinations of the solvency of debtors, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the business in which they are engaged or proposed to be engaged following such date and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, “not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged” means that the Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet their obligations as they become due.

Section 4.11. Buyer Superseding Contracts. STG represents and warrants that with respect to each Section 2.03(s) Contract, STG or Buyer (i) has, or at Closing will have, a valid, effective Contract with the applicable Section 2.03(s) Counterparty to such Section 2.03(s) Contract (each, a “**Buyer Superseding Contract**”), and (ii) pursuant to the terms of such Buyer Superseding Contract, the Station(s) subject to such Section 2.03(s) Contract will, upon Closing (following, if necessary, an election by Buyer), be subject to and governed solely by the terms and conditions of such Buyer Superseding Contract.

Section 4.12. Investment. STG is acquiring the WJAC Stock for its own account and for investment purposes and not with a view to the distribution thereof. STG acknowledges that

none of the WJAC Stock has been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any state securities law, the WJAC Stock must be held indefinitely, and STG must bear the economic risk of its investment in the WJAC Stock, until and unless the offer and sale of such WJAC Stock is subsequently registered under the Securities Act and all applicable state securities laws or an exemption from such registration is applicable. STG has such knowledge, sophistication and experience in business and financial matters that it is capable of evaluating an investment in the WJAC Stock, and STG can bear the economic risk of an investment in the WJAC Stock and can afford a complete loss of such investment.

ARTICLE V COVENANTS OF SELLER

Section 5.01. Operations Pending Closing. Except (i) as contemplated, permitted or required by this Agreement, (ii) as set forth on Disclosure Schedule Section 5.01, (iii) as required by applicable Law or by a Governmental Authority of competent jurisdiction, or (iv) with the prior written consent of STG, which consent may not be unreasonably withheld, delayed or conditioned in the case of clauses (g), (h), (i), (l), (n), (o), (p) or, as it relates to the foregoing, (u), and may otherwise be withheld in STG’s sole discretion, and subject to the provisions of Section 7.04 regarding control of each Station, from and after the date of this Agreement until the Closing, with respect to the Business, the WJAC Stock and the Stations, as applicable, Seller shall, and, pursuant to the Option Purchase Agreement, Seller shall cause Ellis to and WJAC to:

(a) operate the Business in compliance in all material respects with the Communications Laws, the FCC Licenses and all applicable Laws;

(b) not cause or permit, or agree or commit to cause or permit, by act or failure to act, any of the FCC Licenses to expire or to be revoked, suspended or adversely modified, or take or fail to take any action that would cause the FCC or any other Governmental Authority to institute proceedings for the suspension, revocation or adverse modification of any of the FCC Licenses listed on Disclosure Schedule Section 3.12(a);

(c) not sell, lease, license or otherwise dispose of or encumber the WJAC Stock or any of the Purchased Assets, except (i) pursuant to or in accordance with existing Contracts set forth on Disclosure Schedule Section 3.05(a) or Disclosure Schedule Section 5.01(c) or (ii) immaterial assets in the ordinary course of business consistent with past practices;

(d) except as set forth on Disclosure Schedule Section 5.01(d), operate the Business in the ordinary course consistent with past practices (except where such conduct would conflict with the following covenants or with Seller’s other obligations under this Agreement) and use commercially reasonable efforts to preserve substantially intact the relationships of Seller, WJAC and Ellis with their respective customers, suppliers, licensors, licensees, distributors and others with whom Seller, WJAC or Ellis deals;

(e) not make any change in any method of accounting or accounting practice utilized in the preparation of the Business Financial Statements, except for any such change required by reason of a concurrent change in GAAP;

(f) maintain the Equipment in normal operating condition in conformity in all material respects with all applicable FCC technical regulations, ordinary wear and tear excepted;

(g) (i) not materially increase the rate or nature of, or prepay, the compensation (including wages, salaries and bonuses) or severance that is paid or payable to any Employee, except (A) in the ordinary course of business consistent with past practices or pursuant to existing compensation and fringe benefit plans, Employee Plans, practices and arrangements, (B) as may be required by Law or existing Contracts or applicable collective bargaining agreements, or (C) as would not impose upon STG any carryover or other liability with respect thereto; (ii) not enter into, renew or allow the renewal of or entering into, any employment or consulting agreement or other contract or arrangement with respect to the performance of personal services for a Station (excluding any renewal of any Collective Bargaining Agreement) that is not terminable at will, except in the ordinary course of business consistent with past practice or would not impose upon STG any carryover or other liability with respect thereto, and (iii) not agree or commit to do any of the foregoing;

(h) except as set forth on Disclosure Schedule Section 5.01(h), not enter into, or become obligated under, any agreement or commitment, except for: (x) any individual Program Rights agreement with a term of one (1) year or less or that involves cash payments or cash receipts of \$100,000 or less; provided, however, that in no event may Seller, WJAC or Ellis enter into Program Rights agreements that in the aggregate involve cash payments or cash receipts of \$321,000 or more; and (y) any other agreement or commitment (other than advertising sales contracts for cash only) with a term of one (1) year or less or that involve cash payments or cash receipts of \$100,000 or less per year; provided, however, that in no event may Seller, WJAC or Ellis enter into such other agreements or commitments that in the aggregate involve cash payments or cash receipts of \$321,000 or more; and (z) any exercise of a renewal option under a Lease or Real Property Lease that would otherwise terminate or expire, or where the deadline to exercise such renewal option would lapse, within one (1) year of the anticipated date of Closing;

(i) not enter into or agree or commit to enter into any new Tradeout Agreement relating to a specific Station with a value in excess of \$40,000 per Station, and, \$214,000 in the aggregate for all such new Tradeout Agreements, prior to Closing that will not be fully performed prior to the Closing or (B) make any guarantee of commercial ratings other than in the ordinary course of business consistent with past practice;

(j) utilize the Program Rights only in the ordinary course of business consistent with past practices and not sell or otherwise dispose of any such Program Rights;

(k) promptly notify STG of any attempted or actual collective bargaining organizing activity with respect to the applicable Employees that Seller has Knowledge of;

(l) except as set forth on Disclosure Schedule Section 5.01(1), not make or agree or commit to make any capital expenditure greater than \$40,000 in connection with any particular project relating to a Station, or greater than \$200,000 in total per Station;

(m) keep in full force and effect insurance comparable in amount and scope of coverage to that now maintained;

(n) not enter into any arrangement or Contract with any Subsidiary of Seller that survives the Closing;

(o) not enter into or become obligated under any new Contract which would be required to be listed on Disclosure Schedule Section 3.05(a) by virtue of Section 3.05(a) hereof or amend, modify, terminate or waive any material right under any Assumed Contract (including any Lease, Real Property Lease or employment Contract), other than as expressly permitted hereunder or as set forth in Section 5.01(h);

(p) not extend credit to advertisers other than in accordance with the Business' usual and customary policy with respect to extending credit for the sale of broadcast time and collecting Accounts Receivable;

(q) promote the programming of the Stations (both on-air and using third party media) in a manner generally consistent with historical practice;

(r) except as set forth in Disclosure Schedule Section 5.01(r), timely make retransmission consent elections with all MVPDs located in or serving the Stations' Markets;

(s) not sell, transfer or assign the WJAC Stock or permit to exist any Lien upon the WJAC Stock (other than Permitted Liens), or issue, sell or grant any subscription, option, warrant, conversion right, or right of exchange or other agreement providing for the purchase, issuance or sale of any equity interest in WJAC;

(t) not permit WJAC to change any election, change an annual accounting period, adopt or change any accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or take any other similar action, or omit to take any action relating to the filing of any Tax Return or the payment of any Tax, if such election, adoption, change, amendment, agreement, settlement, surrender, consent or other action or omission would have the effect of increasing the present or future Tax liability or decreasing any present or future Tax benefit of WJAC; and

(u) not agree or commit, whether in writing or otherwise, to take any of the actions specified in the foregoing clauses.

Notwithstanding anything set forth in this Agreement, including, without limitation, this Section 5.01, to the contrary, between the date hereof and the Closing Date, Seller and its Affiliates may continue their account-clearing practices whereby each Seller transfers all Cash and Cash Equivalents from its accounts to accounts of Cox Enterprises, Inc. or its Affiliates.

Section 5.02. Access to Information.

(a) Subject to applicable Laws relating to the exchange of information, between the date of this Agreement and the Closing Date, upon reasonable advance notice, Seller shall (i) give STG, its counsel, financial advisors, auditors and other authorized representatives reasonable access during normal business hours to Seller's key employees (including the president and the chief financial officer of Seller and the general manager, sales managers, business manager and chief engineer (or person holding a similar position) of each Station), and the offices, properties, books and records of each Station including reasonable access reasonably necessary to allow STG to implement payroll, benefits, financial reporting, accounts receivable, accounts payable and similar functions immediately after Closing, and to conduct Phase I Environmental Site Assessments of the properties; provided, STG and its representatives may not conduct any environmental sampling or other intrusive investigation unless permitted by Seller in its sole discretion, (ii) as promptly as practicable after the end of each month after the date of this Agreement, furnish to STG (A) a monthly balance sheet relating to the operation of the Stations in each Market (without any allocations or adjustments reflected on the balance sheets included in the Business Financial Statements) and the related statement of operations and (B) monthly profit and loss statements for each of the Stations and (iii) instruct its key employees, counsel and financial advisors of Seller to cooperate with STG in its activities and access pursuant to this Section 5.02(a); provided, however, that STG's access pursuant to (i) shall be with Seller's prior written consent (not to be unreasonably withheld or delayed) and shall have the right to have a representative of Seller present at all times. All such requests for access shall be directed to Seller's chief financial officer or his designee. STG's activities and access pursuant to this Section 5.02(a) shall be conducted in such manner as not to unreasonably interfere with the conduct of the Business or any of the businesses or operations of Seller or any of its Affiliates. Seller shall not be obligated to provide such access or information if Seller determines, in its reasonable judgment, that doing so would violate applicable Law, jeopardize the protection of an attorney-client privilege or expose Seller or its Subsidiaries to liability for disclosure of personal information. Until the Closing, the information provided will be subject to the terms of the Confidentiality Agreements and, without limiting the generality of the foregoing, STG shall not, and shall cause its representatives not to, use such information for any purpose unrelated to the consummation of the transactions contemplated hereby.

(b) For a period of two (2) years after the Closing Date, Seller, Ellis and their Affiliates will hold, and will use their commercially reasonable efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning the Stations and the Business.

(c) On and after the Closing Date, Seller will promptly afford to STG and its agents reasonable access to its books of account, financial and other records (including accountant's work papers), information, employees and auditors to the extent necessary for STG in connection with any audit, investigation, dispute or litigation or any other reasonable business purpose relating to the Stations; provided, however, that any such access by STG shall not unreasonably interfere with the conduct of the businesses or operations of Seller, WJAC, Ellis or any of their respective Affiliates and Seller shall have the right to have a representative of Seller present at all times.

(d) After Closing, STG shall cooperate with Seller and Seller's representatives in the investigation, defense or prosecution of any action which is pending or threatened against Seller, Ellis or their respective Affiliates with respect to the Stations or Seller or Ellis, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, STG shall make available its employees to give depositions or testimony and shall preserve and furnish all documentary or other evidence that Seller or Seller's representatives may reasonably request.

Section 5.03. Title Commitments; Surveys. Seller shall deliver to STG, within sixty (60) days of the date of this Agreement, title commitments for owner's and lender's title insurance policies on (i) the Owned Real Property and (ii) Seller's leasehold interest in the parcels of Real Property that are leased and identified on Disclosure Schedule Section 5.03 (the "**Priority Leased Sites**") sufficient in form to allow STG to obtain, at STG's sole cost and expense, a standard form of, (a) commitments for owner's and lender's title insurance policies on the Owned Real Property and commitments for lessee's and lender's title insurance policies for the Priority Leased Sites (collectively the "**Title Commitments**"), and (b) an ALTA survey on each parcel of Owned Real Property and the Priority Leased Sites (the "**Surveys**"). The Title Commitments will evidence a commitment to issue an ALTA title insurance policy insuring good, marketable and indefeasible fee simple (or leasehold, if applicable) title to each parcel of the Owned Real Property and Priority Leased Sites, subject to Permitted Liens and the Assumed Liabilities, for such amount as STG reasonably directs. Seller shall reasonably cooperate with STG in obtaining such Title Commitments and Surveys, provided that, neither Seller nor Ellis shall be required to incur any cost, expense or other liability in connection therewith. If the Title Commitments or Surveys reveal any Lien on the title other than Assumed Liabilities or Permitted Liens, STG shall notify Seller in writing of such Liens as soon as STG becomes aware that such Lien is not an Assumed Liability or Permitted Lien, and Seller agrees to use commercially reasonable efforts prior to Closing to remove such Lien as required pursuant to the terms of this Agreement; provided, however, with respect to the Priority Leased Sites, Seller shall have no obligation to undertake to remove any Lien encumbering the fee interest to any Priority Leased Site nor shall Seller have any obligation to obtain any subordination agreement or other instrument from the holder of any such liens. Notwithstanding anything to the contrary contained herein, neither Seller nor Ellis shall be required to deliver any instrument or affidavit to the extent such instrument or affidavit would expand the representations and warranties of Seller and Ellis in Section 3.07 hereof or their respective obligations, if any, to indemnify the Buyer Indemnified Parties for a breach of such representations or warranties pursuant to this Agreement, and any exceptions resulting therefrom in the Title Commitments shall not constitute or be deemed a failure by Seller or Ellis to satisfy its obligations under this Section 5.03 with respect to the deliverable condition of the Title Commitments.

Section 5.04. Risk of Loss. Seller shall bear the risk of casualty loss or damage to any of the Purchased Assets prior to the Effective Time, and STG and Buyer shall bear such risk on and after the Effective Time. In the event of any casualty loss or damage to the Purchased Assets between the date of this Agreement and the Effective Time, Seller shall use commercially reasonable efforts to repair or replace (as appropriate under the circumstances) any lost or damaged Purchased Asset other than any such Purchased Asset which was obsolete and unnecessary for the continued operation of the Stations consistent with Seller's, WJAC's or Ellis's (as applicable) past practice and the FCC Licenses (a "**Damaged Asset**"). If Seller is

unable to repair or replace a Damaged Asset by the Effective Time, the parties shall proceed to Closing, and Seller shall reimburse Buyer for all reasonable out-of-pocket costs incurred by Buyer in repairing or replacing the Damaged Assets or assign to Buyer the applicable portion of any insurance proceeds not previously expended by Seller, WJAC or Ellis to repair or replace the Damaged Asset after the Effective Time. The Disclosure Schedules shall be deemed modified to reflect any Damaged Asset for which Seller makes or is obligated to make a payment or which is replaced by Seller or Ellis pursuant to this Section 5.04 and such Damaged Asset shall not be taken into account in determining if the conditions set forth in Section 10.03 have been satisfied.

Section 5.05. No Negotiation. Until such time as this Agreement shall be terminated pursuant to Section 11.01, Seller, Ellis and their respective directors, officers, investment bankers and agents, shall cease any discussions or negotiations with, and shall not, directly or indirectly, solicit, initiate, encourage or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to or consider the merits of any inquiries or proposals from any Person (other than Buyer) relating to any business combination transaction involving the Purchased Assets, the WJAC Stock or the Stations (other than in the ordinary course of business or as provided by this Agreement); provided, however, that this Section 5.05 will cease to apply in the event that (a) without limiting any rights or obligations of the parties hereunder, STG determines in good faith that any further reasonable efforts of STG requested by Seller to prosecute the FCC Applications pursuant to Section 7.01(b) should not be made, (b) Seller determines in good faith that the FCC Consent is not likely to be granted or (c) Seller determines in good faith that any other condition to the Closing in Article X is not likely to be satisfied (other than as a result of Seller's breach). Seller shall notify STG of any such inquiry or proposal within twenty-four (24) hours of receipt or awareness of the same by Seller. For the avoidance of doubt, STG acknowledges that this Section 5.05 does not apply to any potential transaction involving the Other Seller Stations, or Seller, Ellis, their respective Subsidiaries or their assets on a pro forma basis after giving effect to the consummation of the transactions contemplated by this Agreement.

Section 5.06. No-Hire. During the period beginning on the date hereof and ending on the first (1st) anniversary of the Closing Date, each Seller will not, and each Seller will cause Ellis and each of their respective Subsidiaries (collectively with Seller, the "**Seller Prohibited Entities**") not to, directly or indirectly, solicit to employ or hire any Employee of Seller, WJAC or Ellis who is contemplated to be or is a Transferred Employee, unless Buyer first terminates the employment of such employee, such employee voluntarily terminates his or her employment with Buyer or its Affiliates without inducement by Seller, WJAC or Ellis or Buyer gives its written consent to such employment or offer of employment; provided, however, that such entities shall be permitted to make a general solicitation for employment not targeted to any Employee of Seller who is contemplated to be or is a Transferred Employee and shall not be prohibited from employing any such employee pursuant to such a general solicitation. The time period referred to in this Section 5.06 shall be tolled on a day-for-day basis for each day during which any Seller Prohibited Entity participates in any activity in violation of this Section 5.06 so that the Seller Prohibited Entities shall be restricted from engaging in the conduct referred to in this Section 5.06 of this Agreement for the full period contemplated hereby.

Section 5.07. Financial Statements. Seller shall provide reasonable assistance to Buyer in connection with the preparation and/or review of any financial statements of the Stations

required by STG and related to the period prior to Closing. STG shall be responsible for any fees and expenses of any accounting firm or other third party in connection with the preparation of such financial statements. STG and Seller will, and STG shall cause Buyer to, reasonably cooperate with each other in connection with the preparation of the financial statements required pursuant to this Section 5.07. All such assistance and cooperation shall not unreasonably interfere with the business of Seller.

Section 5.08. Tax Covenant. To the extent that a share of WJAC Stock constitutes a “loss share” as defined in Treasury Regulation Section 1.1502-36, Seller shall make an election pursuant to Treasury Regulation Section 1.1502-36(d)(6)(i) to reduce the stock basis of the WJAC Stock and not reduce any Tax attributes of WJAC, including any tax basis in any assets of WJAC.

Section 5.09. WJAC Excluded Assets and WJAC Receivables. Notwithstanding anything to the contrary contained herein, at the Closing, WJAC shall assign, transfer, convey and deliver to CMG, and CMG shall acquire and accept from WJAC, all right, title and interest of WJAC in and to all of the Excluded Assets held by WJAC, subject to Section 6.02(h).

Section 5.10. Non-duplication Letters. At Closing, Seller shall deliver to Buyer copies of (i) letters sent to each MVPD with more than 5,000 subscribers in a Station’s Market advising such MVPD of Station’s network non-duplication rights (such letters, “**Non-Duplication Notices**”), and (ii) proof of receipt of such Non-Duplication Notices, in each case to the extent in Seller’s possession as of the date hereof; provided, however, that Seller shall have no obligation to deliver any Non-Duplication Notice other than the most recent sent to any particular MVPD with respect to a Station; and provided, further, that Seller shall have no obligation to deliver any Non-Duplication Notices with respect to KAME-TV. If Seller does not have in its possession as of the date hereof a Non-Duplication Notice with respect to a particular MVPD with more than 5,000 subscribers in a Station’s Market, Seller shall use commercially reasonable efforts to obtain and deliver to Buyer at Closing (i) Non-Duplication Notice(s) to such MVPD(s) (ii) proof of receipt of such Non-Duplication Notices by each such MVPD.

ARTICLE VI COVENANTS OF BUYER

Section 6.01. Access to Information. As soon as practicable after the Closing Date, upon reasonable notice, STG shall cause Buyer to afford promptly to Seller and its agents reasonable access to its properties, books, records, employees and auditors to the extent necessary to permit Seller to determine any matter relating to its rights and obligations (or those of its Affiliates) hereunder or to any period ending on or before the Closing Date; provided, however, that Seller will hold, and will cause its agents to hold, in confidence, all confidential or proprietary information to which it has access to pursuant to this Section 6.01; provided further, however, that such access shall not unreasonably interfere with Buyer’s business or operations.

Section 6.02. Accounts Receivable.

(a) Seller shall deliver to Buyer, promptly after the commencement of the Collection Period, a statement of the Accounts Receivable. STG shall cause Buyer to use

commercially reasonable efforts to collect the Accounts Receivable during the period (the “**Collection Period**”) beginning on the Closing Date and ending on the 180th calendar day thereafter, in the ordinary course of business and deposit all amounts collected in respect of the Accounts Receivable in the Seller Account in immediately available funds by wire transfer within five (5) Business Days of receipt thereof; provided, however, that Buyer shall be under no obligation to commence or not to commence litigation or legal action to effect collection. Any payment received by Buyer during the Collection Period from a customer of the Stations that was or is also a customer of Seller or Ellis and that is obligated with respect to any Accounts Receivable shall be deposited by Buyer in the Seller Account within five (5) Business Days of the date of receipt thereof. Notwithstanding anything to the contrary contained herein, all payments to be deposited in the Seller Account shall be net of any Accounts Payable (which STG shall cause Buyer to pay in accordance with their terms) (the “**Net Receivables Amount**”). Buyer and its Affiliates shall not discount, adjust or otherwise compromise any Accounts Receivable and Buyer shall promptly refer any disputed Accounts Receivable to Seller.

(b) Each payment with respect to an Accounts Receivable received by Seller or Ellis after the Closing Date that is not specifically designated in writing as a payment of a particular invoice or invoices shall be presumptively applied by Seller or Ellis, as the case may be, to the accounts receivable for such customer outstanding for the longest amount of time, and the portion of each such payment, if any, that is attributable to accounts receivable that are not Accounts Receivable (each such portion, a “**Remitted Payment**” and, collectively, the “**Remitted Payments**”), shall be remitted by Seller to Buyer in accordance with Section 6.02(c); provided, however, that if, after the Closing Date, Seller or Buyer received or receives a written notice of dispute from a customer with respect to an Accounts Receivable that has not been resolved, then Seller shall apply any payments from such customer to such customer’s oldest, non-disputed accounts receivable, whether or not an Accounts Receivable.

(c) Seller shall deposit all Remitted Payments (without offset) into an account identified by STG in immediately available funds by wire transfer on or before the fifth (5th) Business Day following the receipt by Seller thereof pursuant to Section 6.02(b). Seller shall furnish Buyer with a list of the amounts collected during such calendar month and in any prior calendar months with respect to the Accounts Receivable and a schedule of the amount remaining outstanding under each particular account. Each of Seller and Buyer shall be entitled during the 60-day period following the Collection Period to inspect and/or audit the records maintained by each other pursuant to this Section 6.02, upon reasonable advance notice and during normal business hours.

(d) Following the expiration of the Collection Period and the payment by Seller to Buyer of the amount set forth in Section 6.02(h) below, if applicable, neither Buyer nor Seller shall have any further obligations under this Section 6.02, except that STG shall cause Buyer to immediately pay over to Seller any amounts subsequently paid to it with respect to any Accounts Receivable. Following the Collection Period, Seller may pursue collections of all the Accounts Receivable, and Buyer shall deliver to Seller all files, records, notes and any other materials relating to the Accounts Receivable and shall otherwise cooperate with Seller for the purpose of collecting any outstanding Accounts Receivable.

(e) STG acknowledges that Seller may maintain all established cash management lockbox arrangements in place at the Effective Time for remittance until such time as Seller deems appropriate to close such lockboxes. STG agrees to update the Accounts Receivable aging reports to reflect all Seller lockbox receipts, and Seller agrees to cooperate with Buyer to keep the Accounts Receivable age reports current. In addition, Seller shall, on or before the fifth (5th) Business Day following the end of the calendar month in which any of Buyer's receivables are received by Seller through its lockbox, remit to Buyer such receivable collections.

(f) If Seller or STG fails to timely remit any amounts collected pursuant to this Section 6.02, such amount shall bear interest at the prime rate (as reported by *The Wall Street Journal* or, if not reported thereby, by another authoritative source) as in effect from time to time from the date any such amount was due until the date of actual payment.

(g) All amounts received by Seller (other than amounts representing Remitted Payments) pursuant to this Section 6.02 shall not be required to be refunded or repaid by Seller for any circumstance.

(h) Notwithstanding anything to the contrary contained in this Agreement, Buyer shall be entitled to retain for its own account (and not deposit in the Seller Account) the first Four Million Three Hundred Thousand Dollars (\$4,300,000) of payments in respect of Accounts Receivable constituting Net Receivables. If as of the expiration of the Collection Period, the amount of Net Receivables retained by Buyer pursuant to this Section 6.02(h) is less than Four Million Three Hundred Thousand Dollars (\$4,300,000), Seller shall remit to Buyer the difference between the amount of Net Receivables retained by Buyer pursuant to this Section 6.02(h) and Four Million Three Hundred Thousand Dollars (\$4,300,000). Any such payment by Seller under this Section 6.02(h) shall be made within thirty (30) days of the expiration of the Collection Period via wire transfer in immediately available funds to an account designated by Buyer.

Section 6.03. Termination of Rights to the Names and Marks. As soon as practicable after the Closing Date (and in any event within ninety (90) days thereafter), STG shall and shall cause each of its Affiliates to (a) cease and discontinue all uses of and (b) delete or remove the names and marks set forth on Disclosure Schedule Section 6.03 from all products, signage, vehicles, properties, technical information and promotional materials. STG, for itself and its Affiliates, agrees that the rights of the Business to the names and marks set forth on Disclosure Schedule Section 6.03 pursuant to the terms of any agreements between Seller, Ellis and their respective Affiliates, on the one hand, and the Stations, on the other, shall terminate on the Closing Date.

Section 6.04. Insurance Policies. All of the insurance policies with respect to the Stations and the Business shall be cancelled or terminated with respect to the Stations and the Business as of the Closing Date, and any refunded premiums shall be retained by Seller. Buyer will be solely responsible for acquiring and placing its casualty insurance, business interruption insurance, liability insurance and other insurance policies for the Stations and the Business, including the Purchased Assets and Assumed Liabilities, for periods after the Closing.

ARTICLE VII COVENANTS OF BUYER AND SELLER

Section 7.01. Governmental Consents.

(a) Within three (3) Business Days after the date of this Agreement, STG and Seller (and, pursuant to the Option Purchase Agreement, Ellis) shall jointly file an application or applications with the FCC (collectively, the “**FCC Application**”) requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer, and from Ellis to STG’s Qualified Assignee. STG and Seller (and, pursuant to the Option Purchase Agreement, Ellis) shall diligently prosecute the FCC Application and otherwise use their reasonable best efforts to obtain the FCC Consent as soon as possible; provided, however, except as provided in the following sentence, neither STG, its Qualified Assignee nor Seller or Ellis shall be required to pay consideration to any third party to obtain FCC Consent. STG and Seller shall each pay one-half (1/2) of the FCC filing fees relating to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated. STG and Seller each shall oppose any petitions to deny or other objections filed with respect to the FCC Applications to the extent such petition or objection relates to such party. Neither STG, its Qualified Assignee, Seller, nor Ellis shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the receipt of the FCC Consent. CMG and Seller (and, pursuant to the Option Purchase Agreement, Ellis) shall each promptly enter into customary tolling or other arrangements if necessary and requested by the FCC to resolve any complaints with the FCC relating to any of the FCC Licenses. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 11.01, STG and Seller (and, pursuant to the Option Purchase Agreement, Ellis) shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the right of either party to exercise its rights under Section 11.01.

(b) Notwithstanding the foregoing, if the assignment of an FCC License of any Station to STG is not permitted by the applicable rules of the FCC, then STG shall take all necessary action to cause its rights and obligations under this Agreement in respect of the Designated Station Assets to be assigned to, and assumed by, a Qualified Assignee. STG shall be responsible for arranging all aspects of any necessary assignment to a Qualified Assignee, and in such a manner intended to not delay the consummation of the transactions contemplated hereby, as set forth on Disclosure Schedule Section 7.01(b).

(c) Within three (3) Business Days after the date of this Agreement, STG and Seller shall make all required filings with the Federal Trade Commission (the “**FTC**”) and the United States Department of Justice (the “**DOJ**”) pursuant to the HSR Act, with respect to the transactions contemplated hereby (including a request for early termination of the waiting period thereunder), and shall thereafter promptly respond to all requests received from such agencies for additional information or documentation. Expiration or termination of any applicable waiting period under the HSR Act is referred to herein as the “**HSR Clearance**.” Any filing fees payable under the HSR Act relating to the transactions contemplated hereby and any costs of experts

jointly engaged by STG and Seller to assist in obtaining the HSR Clearance shall be borne one-half (1/2) by each the STG and Seller.

(d) The FCC Licenses of the Stations expire on the dates corresponding thereto as set forth in Disclosure Schedule Section 3.12(a). If, at any point prior to Closing, an application for the renewal of any FCC License (a “**Renewal Application**”) must be filed pursuant to the Communications Laws, Seller or Ellis, as the case may be, shall timely execute, file and prosecute with the FCC such Renewal Application in accordance with this Section 7.01(d) hereof. If the FCC Application is granted by the FCC subject to a renewal condition, then, without limitation of Sections 7.01(a), (b) or (e) the term “**FCC Consent**” shall be deemed to also include the satisfaction of such renewal condition. Subject to the indemnification obligations set forth in Section 12.03(a)(iii), to avoid disruption or delay in the processing of the FCC Application or any portion thereof, STG agrees, as part of the FCC Application, to request that the FCC apply, to the extent necessary and appropriate, its policy permitting the assignment of FCC licenses involving multiple stations to proceed, notwithstanding the pendency of one or more Renewal Applications (the “**FCC Renewal Policy**”). Subject to the indemnification obligations set forth in Section 12.03(a)(iii), STG shall make such representations and agree to such undertakings as are required to be made to invoke the FCC Renewal Policy, including undertakings to assume, as between the parties and the FCC, the position of the applicant before the FCC with respect to any pending Renewal Application and to assume the corresponding regulatory risks relating to any such Renewal Application. STG acknowledges that, to the extent reasonably necessary to expedite grant by the FCC of any Renewal Application and thereby to facilitate grant of the FCC Application, Seller, without regard to the application of the FCC Renewal Policy, shall be permitted to enter into tolling, assignment and assumption or similar agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against the Stations in connection with (i) any pending complaints that the Stations aired programming that contained obscene, indecent or profane material, or (ii) any other enforcement matters against the Stations with respect to which the FCC may permit Seller to enter into a tolling agreement; and, if and to the extent required by the FCC, Buyer agrees to become a party to and to execute such agreements subject to the indemnification obligation set forth in Section 12.03(a)(iii). STG and Seller shall consult in good faith with each other prior to Seller or Ellis (as applicable) entering into any such tolling agreement under this Section 7.01(d) and CMG agrees to become a party to such agreements to the extent requested by the FCC in order to attempt to avoid the requirement that STG become a party to such agreements.

(e) In connection with their obligations pursuant to this Section 7.01 with respect to pursuing the FCC Consent and the HSR Clearance, STG and Seller shall (i) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by such party from, or given by such party to, any governmental agency and of any material communication received or given in connection with any Action by a private party, in each case with respect to this Agreement, the Stations or the transactions contemplated hereby, (ii) notify each other of all documents filed with or received from any governmental agency with respect to this Agreement, the Stations or the transactions contemplated hereby, (iii) furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder and (iv) cooperate in all respects with each other in connection with any filing or submission with a governmental agency in connection with the transactions contemplated by this Agreement and in connection with any

investigation or other inquiry by or before any governmental agency relating to this Agreement, the Stations or the transactions contemplated hereby, including any Action initiated by a private party. Subject to applicable laws relating to the exchange of information, each of STG and Seller shall have the right to review in advance, and to the extent practicable each will consult with the other on, all information relating to the other party or parties, as the case may be, and their respective Affiliates, that appears in any filing made with, or written materials submitted to, any third party and/or any governmental agency with respect to this Agreement, the Stations or the transactions contemplated hereby.

Section 7.02. Confidentiality. CMG and STG (or an Affiliate of STG) are parties to the Confidentiality Agreements with respect to Seller, Ellis, and the Business. To the extent not already a direct party thereto, STG hereby assumes (and agrees to cause each Qualified Assignee to assume) the Confidentiality Agreements and agrees to be bound by the provisions thereof. Without limiting the terms of the Confidentiality Agreements, subject to the requirements of applicable law, all non-public information regarding Seller, Ellis and their Affiliates and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including, without limitation, all financial information provided by Seller and Ellis to STG) shall be confidential and shall not be disclosed to any other Person, except Buyer's representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

Section 7.03. Control Prior to Closing. The parties acknowledge and agree that, for the purposes of the Communications Laws, this Agreement and, without limitation, the covenants in Article V, are not intended to and shall not be construed to transfer control of any Station or to give STG any right to, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the programming, operations, or any other matter relating to any Station prior to the Closing Date, and the FCC Licensees shall have complete control and supervision of the programming, operations, policies and all other matters relating to each Station up to the time of the Closing.

Section 7.04. Public Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law or any rule or regulation of any securities exchange upon which the securities of such party are listed or traded, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement.

Section 7.05. Notices of Certain Events. From the date hereof until the earlier to occur of the Closing Date and such time as this Agreement is terminated in accordance with Article XI, Seller, on the one hand, and STG, on the other hand, shall each promptly notify the other of:

(a) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(b) in the case of Seller, (i) the occurrence or non-occurrence of any event which, to Seller's Knowledge, has caused any representation or warranty made by it herein to be

untrue or inaccurate in any material respect at any time on or after the date hereof and prior to the Closing and (ii) any material failure on the part of Seller to comply with or satisfy any covenant or agreement set forth herein to be complied with or satisfied by Seller hereunder on or after the date hereof and prior to the Closing; and

(c) in the case of STG, (i) the occurrence or non-occurrence of any event which, to its knowledge, has caused any representation or warranty made by it herein to be untrue or inaccurate, in any material respect, at any time on or after the date hereof and prior to the Closing and (ii) any material failure on the part of STG to comply with or satisfy any covenant, condition or agreement set forth herein to be complied with or satisfied by Buyer hereunder on or after the date hereof and prior to the Closing.

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

(a) Notwithstanding anything to the contrary contained in this Agreement, Seller and its Affiliates may retain and use, at their own expense, copies of all documents or materials transferred hereunder, in each case, which (i) are used in connection with the businesses of Seller or its Affiliates, other than the Business, (ii) Seller or any of its Affiliates in good faith determines it is reasonably likely to need access to in connection with the defense (or any counterclaim, cross-claim or similar claim in connection therewith) of any suit, claim, action, proceeding or investigation against or by Seller or any of its Affiliates pending or threatened as of the Closing Date, or (iii) Seller or any of its Affiliates in good faith determines it is reasonably likely to need access to in connection with any filing, report, or investigation to or by any Governmental Authority.

(b) Notwithstanding anything to the contrary contained in this Agreement, for a period of three (3) years after the Closing Date, Seller and its Subsidiaries shall maintain, and provide STG and its representatives reasonable access to, those records of Seller and its Subsidiaries insofar as they relate to the Purchased Assets that relate to periods prior to the consummation of the Closing, during normal business hours and on at least ten (10) Business Days' prior written notice (or such shorter time period as necessitated by the urgency of the underlying facts and circumstances). If Seller or any of its Subsidiaries shall desire to dispose of any of such books and records prior to the expiration of such three-year period in accordance with the record retention policies of Seller then in effect, Seller shall, prior to such disposal, give STG a reasonable opportunity, at STG's expense, to segregate and remove such books and records as STG may select, subject to destruction of correspondence and other similar documents in the ordinary course, in accordance with customary retention policies and applicable Law.

Section 7.07. Cooperation in Litigation. STG and Seller shall (and shall cause their respective Subsidiaries to) reasonably cooperate with each other at the requesting party's expense in the prosecution or defense of any claim, litigation or other proceeding arising from or related to the conduct of the Business and involving one or more third parties. The party requesting such cooperation shall pay the reasonable out-of-pocket expenses (excluding internal costs) incurred in providing such cooperation (including reasonable legal fees and disbursements) by the party providing such cooperation and by its Affiliates and its and their officers, directors, employees and agents.

Section 7.08. Transition Services; Trademark License Agreement. Seller will provide (a) transition services to Buyer pursuant to a transition services agreement substantially in the form attached hereto as Exhibit F (the “**Transition Services Agreement**”) for the periods after the Closing Date specified in the Transition Services Agreement (or, if Buyer elects by providing written notice to Seller, such shorter period set forth in the written notice to Seller) and (b) a royalty-free trademark license to Buyer pursuant to a trademark license agreement substantially in the form attached hereto as Exhibit G (the “**Trademark License Agreement**”).

ARTICLE VIII PENSION, EMPLOYEE AND UNION MATTERS

Section 8.01. Employment.

(a) Disclosure Schedule Section 3.14(a) sets forth a list as of the date hereof showing employee names, positions and status for all Employees. On or prior to the Closing Date, subject to Section 2.11, STG shall offer employment with Buyer to each Employee employed immediately prior to such date who is listed on the list included as Disclosure Schedule Section 3.14(a) or as amended or entered into in accordance with Section 5.01(g), or who is hired after the date of such list with the prior written consent of STG (such consent not to be unreasonably withheld or delayed) and who (i) is not on authorized leave of absence, sick leave, short or long term disability leave, military leave or layoff with recall rights (“**Active Employees**”); or (ii) is on authorized leave of absence, sick leave, short or long term disability leave, military leave or layoff with recall rights and who returns to active employment immediately following such absence and within six months of the Closing Date, or such later date as required under applicable law (“**Inactive Employees**”). For the purposes hereof, all Active Employees, Inactive Employees who accept Buyer’s offer of employment and commence employment on the applicable Employment Commencement Date are hereinafter referred to collectively as the “**Transferred Employees,**” and the “**Employment Commencement Date**” as referred to herein shall mean (x) as to those Transferred Employees who are Active Employees hired pursuant to this Section 8.01, the Closing Date, and (z) those Transferred Employees who are Inactive Employees, the date on which the Transferred Employee begins employment with Buyer. Buyer shall employ at-will those Transferred Employees who are not Union Employees (the “**Non-Union Transferred Employees**”) and who do not have employment agreements with Seller initially at a monetary compensation (consisting of base salary, commission rate and normal bonus opportunity) at least as favorable as those provided by Seller immediately prior to the Employment Commencement Date. STG shall cause Buyer to assume all employment agreements for those Non-Union Transferred Employees with employment agreements listed on Disclosure Schedule 3.05(a) and in effect as of the date hereof, or as amended or entered into in accordance with Section 5.01(g), and the terms and conditions of employment for those who have employment agreements with Seller shall be as set forth in such employment agreements. STG agrees to cause Buyer so long as such Non-Union Transferred Employees remain employed by Buyer, to provide each Non-Union Transferred Employee with compensation that, in the aggregate, is no less favorable, in the aggregate, than the compensation provided to the Non-Union Transferred Employees immediately prior to the Effective Time and employee benefits that are no less favorable to the employee benefits provided to similarly situated employees of Buyer; provided, however, that sales commissions and bonuses based on performance may be less to the extent of changes in performance by such

Non-Union Transferred Employee, to the extent such sales commissions and bonuses are based thereon; provided, further, that, except as set forth in Section 8.05, Buyer shall not be obligated to provide Non-Union Transferred Employees credit for past time with respect to sick leave. STG shall cause Buyer to employ those Transferred Employees that are Union Employees in accordance with the terms and conditions established in the applicable Bargaining Agreement and under applicable Law. To the extent permitted by Law, STG shall cause Buyer to give Transferred Employees full credit for purposes of eligibility waiting periods and vesting and benefit accrual (other than benefit accrual under a defined benefit pension plan) under the employee benefit plans or arrangements, leave policies (not otherwise addressed in Sections 8.04 and 8.05), or severance practices maintained by the Buyer or its Affiliates in which such Transferred Employees participate for such Transferred Employees' service with the Seller or its Affiliates or predecessors.

(b) STG shall cause Buyer to provide severance benefits to the Non-Union Transferred Employees on terms that are at least as favorable as those provided to similarly situated employees of Buyer. During the six (6) month period immediately following the Effective Time, with respect to any Non-Union Transferred Employees terminated by Buyer during such period, provided that such Non-Union Transferred Employees execute a full release of Seller, STG and its Affiliates, Buyer shall provide severance in accordance with its practice of providing one-half (½) day of severance per month of credited service as determined pursuant to Section 8.01(a) for those Non-Union Transferred Employees terminated without cause, and Seller will reimburse Buyer, and STG shall cause Buyer to provide additional severance benefits, in each case, in an amount equal to the difference between the severance the Non-Union Transferred Employee would have received under Seller's policy and the severance benefits provided to such Non-Union Transferred Employee in accordance with this sentence ("**Supplemental Severance Benefits**"). Such reimbursement from Seller shall be in an amount equal to the total expenditures for the Supplemental Severance Benefits (i.e., shall include employer funded FICA taxes, etc.) but shall be reduced by any tax benefits realized by Buyer for paying such Supplemental Severance Benefits. The Supplemental Severance Benefits shall be paid in accordance with Seller's severance programs, provided that Seller shall cease providing Supplemental Severance Benefits with respect to any Non-Union Transferred Employee as of the date, if any, such Non-Union Transferred Employee is hired or re-hired by STG, Buyer or Seller during the period in which Supplemental Severance Benefits are being provided.

(c) If and to the extent any Seller has entered into or is bound by any Bargaining Agreements, STG and Seller shall cooperate fully in the assignment and assumption of such Bargaining Agreements and in any negotiations with respect thereto such that, as of the Closing Date, Buyer shall have (whether through such an assumption, negotiations or otherwise) the same rights and obligations with respect to the Union Employees who are Transferred Employees as Seller had immediately before such date.

Section 8.02. Savings Plan. STG shall cause Buyer to establish or designate a tax-qualified defined contribution plan (a "**Buyer's 401(k) Plan**") to accept rollover contributions from the Transferred Employees of any account balances distributed to them by the existing tax-qualified defined contribution plan established or designated by Seller ("**Seller's 401 (k) Plan**"). STG shall cause Buyer to allow any such Transferred Employees' outstanding plan loan to be rolled into STG's 401(k) Plan. The distribution and rollover described herein shall comply with

applicable Law, and each party shall make all filings and take any actions required of such party by applicable Law in connection therewith. STG shall cause Buyer's 401(k) Plan to credit Transferred Employees with service credit for eligibility and vesting purposes for service recognized for the equivalent purposes under Seller's 401(k) Plan.

Section 8.03. Employee Welfare Plans. Seller shall retain responsibility for and continue to pay all medical, life insurance, disability and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred under the terms of the Employee Plans by such Employees or their covered dependents prior to the Employment Commencement Date. Expenses and benefits with respect to claims incurred by Transferred Employees or their covered dependents on or after the Employment Commencement Date shall be the responsibility of Buyer, subject to the terms and conditions of Buyer's welfare plans. With respect to any welfare benefit plans maintained by Buyer for the benefit of Transferred Employees on and after the Employment Commencement Date, to the extent permitted by law and the applicable insurance contracts, STG shall cause Buyer to (a) cause there to be waived any eligibility requirements or pre-existing condition limitations to the same extent generally waived by Buyer with respect to its employees and (b) give effect, in determining any deductible and maximum out-of-pocket limitations, amounts paid by such Transferred Employees for the plan year in which the Closing occurs with respect to similar plans maintained by Seller.

Section 8.04. Vacation. To the extent Buyer has received a credit in the prorations, Buyer will assume all liabilities for unpaid, accrued vacation of each Transferred Employee as of the Employment Commencement Date, giving credit under Buyer's vacation policy for service with Seller, and shall permit Transferred Employees to use their vacation entitlement accrued as of the Closing Date in accordance with Buyer's policy for carrying over unused vacation, provided that all Transferred Employees shall receive credit for the term of their employment with Seller for purposes of determining eligibility for using vacation. To the extent that, following the Closing Date, Buyer's policies do not permit a Transferred Employee to use any accrued and unused vacation for which Buyer has assumed the liabilities hereunder (other than as a result of such Transferred Employee's failure to use such vacation despite his or her eligibility to do so, without adverse consequences, under Buyer's policies), STG shall cause Buyer to pay such Transferred Employee for any such vacation. Service with both Seller and Buyer shall be taken into account in determining Transferred Employees' vacation entitlement under Buyer's vacation policy after the Closing Date.

Section 8.05. Sick Leave. To the extent buyer has received a credit in the prorations, STG shall cause Buyer to grant credit for all unused sick leave accrued by Transferred Employees on the basis of their service during the current calendar year as employees of Seller in accordance with Buyer's policy on sick leave.

Section 8.06. No Further Rights. Without limiting the generality of Section 13.08, nothing in this Article VIII, express or implied, is intended to confer on any Person (including any Transferred Employees and any current or former employees of Seller or the FCC Licensees) other than the parties hereto and their respective successors and assigns any rights, benefits, remedies, obligations or liabilities under or by reason of this Article VIII.

Section 8.07. Flexible Spending Plan. As of the Closing Date (the “**Transfer Date**”), Seller shall transfer from the Employee Plans that are medical and dependent care account plans (each, a “**Seller FSA Plan**”) to one or more medical and dependent care account plans established or designated by Buyer (collectively, the “**Buyer FSA Plan**”) the account balances (positive or negative) of Transferred Employees, and Buyer shall be responsible for the obligations of the Seller FSA Plans to provide benefits to the Transferred Employees with respect to such transferred account balances at or after the Transfer Date (whether or not such claims are incurred prior to, on or after the Transfer Date). Each Transferred Employee shall be permitted to continue to have payroll deductions made as most recently elected by him or her under the applicable Seller FSA Plan. As soon as reasonably practicable following the end of the plan year for the Buyer FSA Plan, including any grace period, STG shall cause Buyer to promptly reimburse Seller for benefits paid by the Seller FSA Plans to any Transferred Employee prior to the Transfer Date to the extent in excess of the payroll deductions made in respect of such Transferred Employee at or prior to the Transfer Date but only to the extent that such Transferred Employee continues to contribute to the Buyer FSA Plan the amount of such deficiency. This Section 8.07 shall be interpreted and administered in a manner consistent with Rev. Rul. 2002-32.

Section 8.08. Payroll Matters.

(a) Seller and Buyer shall follow the “standard procedures” for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees. Under this procedure, (i) Seller shall provide all required Forms W-2 to (x) all Transferred Employees reflecting wages paid and Taxes withheld by Seller prior to the Employment Commencement Date, and (y) all other employees and former employees of Seller who are not Transferred Employees reflecting all wages paid and Taxes withheld by Seller, and (ii) Buyer (or one of its Affiliates) shall provide all required Forms W-2 to all Transferred Employees reflecting all wages paid and Taxes withheld by Buyer (or one of its Affiliates) on and after the Employment Commencement Date.

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

(c) With respect to garnishments, tax levies, child support orders, and wage assignments in effect with Seller on the Employment Commencement Date for Transferred Employees and with respect to which Seller has notified Buyer in writing, Buyer shall honor such payroll deduction authorizations with respect to Transferred Employees and will continue to make payroll deductions and payments to the authorized payee, as specified by a court or order which was filed with Seller on or before the Employment Commencement Date, to the extent such payroll deductions and payments are in compliance with applicable Law, and Seller will continue to make such payroll deductions and payments to authorized payees as required by Law

with respect to all other employees of the Business who are not Transferred Employees. Seller shall, as soon as practicable after the Employment Commencement Date, provide Buyer with such information in the possession of Seller as may be reasonably requested by Buyer and necessary for Buyer to make the payroll deductions and payments to the authorized payee as required by this Section 8.08(c).

Section 8.09. WARN Act. STG shall not and shall cause Buyer not to take any action on or after the Closing Date that would cause any termination of employment of any employees by Seller that occurs before the Closing to constitute a “plant closing” or “mass layoff” under the Worker Adjustment and Retraining Act of 1988, as amended (the “**WARN Act**”) or any similar state or local Law, or to create any liability to Seller for any employment terminations under applicable Law. Assumed Liabilities assumed by Buyer pursuant to Section 2.04 shall include all liabilities with respect to any amounts (including any severance, fines or penalties) payable under or pursuant to the WARN Act or any similar state or local Law with respect to any Employees who do not become Transferred Employees as a result of Buyer’s failure to extend offers of employment or continued employment as required by Section 8.01 or in connection with events that occur from and after the Closing, and Buyer shall reimburse Seller for any such amounts or any liabilities thereof incurred by Seller.

ARTICLE IX TAX MATTERS

Section 9.01. Bulk Sales. Seller and STG hereby waive compliance with the provisions of any applicable bulk sales law and no representations, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such noncompliance; provided, however, that, subject to Section 9.02, Seller shall be liable for any liability arising from such non-compliance solely in accordance with STG’s right to indemnification in accordance with Article XII.

Section 9.02. Transfer Taxes. All Transfer Taxes arising out of or in connection with the transactions effected pursuant to this Agreement shall be shared equally by Seller and STG. The party which has the primary responsibility under applicable law for the payment of any particular Transfer Tax, shall prepare the relevant Tax Return and notify the other party in writing of the Transfer Taxes shown on such Tax Return. Such other party shall pay the party that paid the Transfer Tax an amount equal to fifty percent (50%) of such Transfer Taxes in immediately available funds no later than the date that is the later of (i) five (5) Business Days after the date of such notice or (ii) two (2) Business Days prior to the due date for such Transfer Taxes. Seller shall and STG shall cause Buyer to cooperate in the preparation, execution and filing of all Transfer Tax Returns and shall cooperate to seek and to secure any available exemptions from such Transfer Taxes.

Section 9.03. FIRPTA Certificate. Seller shall deliver to STG or Buyer on the Closing Date, duly completed and executed certificates of non-foreign status pursuant to section 1.1445-2(b)(2) of the Treasury Regulations sufficient to exempt Buyer from the requirements of Code Section 1445(a). The sole remedy, including for purposes of Section 10.03 and Article XI or Article XII for failure to provide any such certificate shall be to permit Buyer to make any withholding as required pursuant to Section 1445 of the Code.

Section 9.04. Taxpayer Identification Numbers. The taxpayer identification numbers of STG and Seller are set forth on Disclosure Schedule Section 9.04.

Section 9.05. Taxes and Tax Returns. Except as set forth in Section 9.07 (relating to WJAC), and subject to Section 2.10, (a) Seller shall be liable for payment of and shall prepare and properly file on a timely basis true, complete and accurate Tax Returns and other documentation for any and all Income Taxes incurred with respect to the Purchased Assets and the Business for any Pre-Closing Tax Period and (b) STG and Buyer shall be liable for payment of and shall prepare and properly file on a timely basis true, complete and accurate Tax Returns and other documentation for any and all Taxes incurred with respect to the Purchased Assets and the Business for any Post-Closing Tax Period.

Section 9.06. Purchase Price Allocation. STG and Seller (i) acknowledge and agree that the amount of the Purchase Price allocable to, and payable for, the WJAC Stock pursuant to Section 2.07(a) (as such amount may be adjusted under this Agreement) represents the fair market value of such stock, as determined by the negotiations between the parties bargaining at arm's length, and (ii) agree to file all income Tax Returns in accordance with such allocation and to take no action inconsistent with such allocation. STG and Seller further agree that, for financial and Tax reporting purposes, each party shall make its own determination regarding the allocation of the remaining amount of the Purchase Price (which is payable for the Purchased Assets pursuant to Section 2.07(b)) and any Assumed Liabilities hereunder among the Purchased Assets.

Section 9.07. Tax Matters Relating to WJAC.

(a) CMG shall indemnify STG and its Affiliates and hold them harmless from and against: (i) all Taxes imposed on WJAC for all Pre-Closing Tax Periods, (ii) with respect to any Straddle Period, all Taxes imposed on WJAC attributable to the portion of such Straddle Period that ends on and includes the Closing Date, (iii) any increased income Taxes of STG and its Affiliates, calculated in accordance with Section 9.07(b) resulting from a "determination," as such term is defined in Code Section 1313, that increases the amount of the Purchase Price allocated to the WJAC Stock above the amount set forth in Section 2.07(a) and, correspondingly, decreases the amount of the Purchase Price allocated to the Purchased Assets below the amount set forth in Section 2.07(b) (as both such amounts may be adjusted under this Agreement), and (iv) other expenses (including, without limitation, reasonable expenses of investigation and reasonable attorneys' and accountants' fees and expenses in connection with any action, suit or proceeding) actually incurred, suffered or accrued at any time by STG or its Affiliates arising out of or attributable to such Taxes; provided, however, that CMG shall not be liable for the foregoing Taxes to the extent such Taxes are taken into account in determining an adjustment to the Purchase Price pursuant to Article II, and, provided, further, that (x) CMG shall not indemnify or hold harmless STG or any of its Affiliates from and against any Taxes arising from or attributable to (A) any action or transaction outside the ordinary course of business taken with respect to WJAC and/or its assets or business on the Closing Date but after Closing, or (B) any elections (including an election made under Section 338 of the Code or any comparable provision under an applicable law) made by STG or its Affiliates (including Buyer after Closing), and (y) the indemnification obligation of CMG under Section 9.07(a)(iii) (including

under Section 9.07(a)(iv) to the extent relating to Section 9.07(a)(iii)) shall not exceed Three Million Dollars (\$3,000,000).

(b) For purposes hereof, the increased income Taxes of STG and its Affiliates resulting from the determination referred to in Section 9.07(a)(iii) shall be calculated: (i) by assuming that the combined U.S. federal, state and local Tax rate applicable to STG and its Affiliates is 41.5%, and (ii) on a present value basis, using a discount factor or a rate per annum equal to 6%.

(c) STG shall, and shall cause Buyer to, indemnify CMG and its Affiliates and hold them harmless from and against any Taxes imposed on or with respect to WJAC for which CMG is not liable under this Agreement.

(d) The amount of any Tax that is attributable to the portion of a Straddle Period that ends on and includes the Closing Date shall: (i) in the case of a Tax based on or measured by income, receipts or transactions, or other event-specific Taxes or payments, be determined based on an interim closing of the books of WJAC as of the close of business on the Closing Date, and (ii) in the case of other Taxes, be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on and including the Closing Date and the denominator of which is the total number of days in the Straddle Period. All determinations necessary to give effect to the foregoing allocation shall be made in a manner consistent with the past practice of WJAC and its Affiliates.

(e) At the request of CMG, which request shall be made in writing by CMG and delivered to STG no later than sixty (60) days following the Closing Date, STG shall treat (and shall cause WJAC to treat) solely the purchase by WJAC of the Purchased Assets pursuant to Section 2.02 as occurring at the beginning of the day following the Closing Date pursuant to the “next day rule” set forth in Treasury Regulation Section 1.1502-76(b)(1)(ii)(B). No election shall be made or effective to treat the income, gain, loss or deduction of WJAC on the Closing Date as occurring on the day following the Closing Date.

(f) CMG shall be responsible for the preparation and timely filing of: (i) all Tax Returns of WJAC that are filed on a consolidated, combined or unitary basis with CMG or any Affiliate of CMG for any taxable period beginning prior to the Closing Date, including the federal income Tax Return of WJAC for the taxable period ending on the Closing Date and included in the consolidated federal income Tax Return of the affiliated group of which WJAC is a member (for Pre-Closing Tax Periods), and (ii) all other Tax Returns of WJAC for any Pre-Closing Tax Period (including the Pennsylvania state income Tax Return of WJAC for the short taxable period ending on the Closing Date that is required to be filed after the Closing Date). CMG shall be responsible for the contents of the foregoing Tax Returns and for the payment of all Taxes due with respect thereto.

(g) STG shall be responsible for the preparation and timely filing of all Tax Returns of WJAC for any Straddle Periods; provided, however, that at least thirty (30) days prior to filing any such Tax Return(s), STG shall provide CMG with (i) a draft of such Tax Return and (ii) a statement of any Taxes owed in connection with the filing of such Tax Return and CMG’s

share thereof. CMG shall be entitled to review and comment on any such Tax Return before it is filed, and STG shall make such changes to such Tax Return as CMG may reasonably request, and neither STG nor Buyer shall file such Tax Return without CMG's consent, which consent shall not be unreasonably withheld. In the event CMG objects to a Tax Return pursuant to its consent rights, and the parties cannot resolve the objection, a filing extension shall be obtained and the matter shall be resolved by an independent accounting firm agreed upon by the parties. If there are no unresolved objections, then, to the extent applicable, at least two (2) days prior to the due date for filing such a Tax Return, CMG shall deliver to STG the funds required for the payment of those Taxes due with respect to such Tax Return that are the responsibility of CMG under this Agreement, but, for the avoidance of doubt, only to the extent that such Taxes were not taken into account in determining an adjustment to the Purchase Price pursuant to Article II. All Tax Returns of WJAC for any Straddle Period shall be prepared and filed in a manner consistent with the past practice of WJAC. STG shall also be responsible for the preparation and timely filing of all Tax Returns of WJAC for any Post-Closing Tax Period and for the payment of all Taxes due with respect thereto.

(h) CMG, STG and WJAC shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant to this Section 9.07 and any Tax Proceeding (as defined below) with respect to Taxes. Such cooperation shall include the provision by CMG, STG or WJAC, as the case may be, to the other party any reasonably requested power of attorney with respect to Tax Returns or Tax Proceedings involving WJAC in order to carry out the agreements set forth in this Section 9.07. CMG, on the one hand, and STG and WJAC, on the other hand, further agree (after Closing): (i) to retain all books and records with respect to Tax matters pertinent to WJAC relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by the other party, any extensions thereof) of the respective taxable periods, (ii) upon the other party's request, to give such other party access to such books and records which are reasonably relevant to a Tax Proceeding or Tax Return involving WJAC and to make employees and personnel available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder, (iii) to abide by all record retention agreements entered into with any Governmental Authority, and (iv) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records, and, if the other party so requests, to allow the other party within a reasonable time to take possession of such books and records to the extent they would otherwise be destroyed or discarded.

(i) STG agrees that it shall not amend (or cause or permit WJAC to amend) any Tax Return of WJAC for any taxable period beginning before the Closing Date without the prior written consent of CMG, which consent shall not be unreasonably withheld.

(j) CMG shall be entitled to receive any refunds or credits of any Taxes for which CMG is liable pursuant to this Agreement (including any interest in respect thereof), and STG shall cause the amount of any refunds or credits of Taxes (including interest) to which CMG is entitled under this Section 9.07, but which are received by or credited to STG or Buyer after the Closing Date, to be paid to CMG within ten (10) Business Days following such receipt or crediting. In addition, at the request of CMG, STG shall (and shall cause WJAC to) cooperate with CMG in seeking any Tax refunds or credits described in this Section 9.07(j).

(k) After Closing, CMG, on the one hand, and STG and WJAC, on the other hand, shall promptly deliver to the other party any notice received by such party (or by an Affiliate thereof) from any Governmental Authority relating to Taxes for which such other party is or may be liable under this Agreement, including, for the avoidance of doubt, any notice relating to, or which could result in, a claim for indemnification pursuant to Section 9.07(a)(iii). To the extent that a party's failure to provide such notice materially prejudices the other party's ability to defend the claim or dispute that is the subject of such notice, then such other party's indemnification obligations shall be null and void with regard to such claim or dispute.

(l) (i) CMG shall have the right to conduct and control any audit, examination, litigation or other proceeding with respect to Taxes (a "**Tax Proceeding**") involving WJAC to the extent it relates to any Pre-Closing Tax Period, provided, however, that CMG will not, without the written consent of STG, which consent shall not be unreasonably withheld or delayed, settle or compromise any such Tax Proceeding in a manner that would have the effect of increasing the Taxes of WJAC in a Post-Closing Tax Period. STG shall have the right to participate in such proceeding at its own expense.

(ii) CMG shall have the right to conduct, control, compromise and/or settle any Tax Proceeding involving STG or WJAC (or any Affiliate of STG or WJAC) to the extent such proceeding could result in a claim for indemnification pursuant to Section 9.07(a)(iii). STG shall have the right to participate in such proceeding at its own expense.

(iii) In the case of any Tax Proceeding relating to a Straddle Period: (A) the party with the greatest amount of potential liability at stake shall have the right to control such proceeding, and (B) the non-controlling party shall have the right to participate in such proceeding at its own expense and to consent, which consent shall not be unreasonably withheld or delayed, to any settlement or compromise thereof to the extent such settlement or compromise would have the effect of increasing the Taxes imposed on such party.

(m) Except as otherwise provided in this Section 9.07, any amounts owed by CMG, on the one hand, or STG or WJAC, on the other hand, to the other party pursuant to this Section 9.07 shall be paid within two (2) Business Days of notice from the party entitled to receive such payment.

(n) The obligations of the parties under this Section 9.07 shall survive the Closing until sixty (60) days after the expiration of all applicable statutes of limitations.

ARTICLE X

CONDITIONS TO CLOSING

Section 10.01. Conditions to Obligations of STG and Seller. The obligations of STG and Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(a) If applicable, the HSR Clearance shall have been obtained.

(b) No provision of any applicable Law and no Governmental Order shall prohibit the consummation of the Closing.

(c) The FCC Consent shall have been granted and shall be in full force and effect.

Section 10.02. Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following further conditions:

(a) The representations and warranties of STG made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of such earlier date) as of the Closing Date as though made on and as of the Closing Date except, in both cases, (i) for changes expressly contemplated by this Agreement, or (ii) where the failures to be true and correct, individually or in the aggregate, have not had, and would not reasonably be expected to have, a material adverse effect on the ability of STG to perform its obligations under this Agreement or any Ancillary Agreement. STG shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. Seller shall have received a certificate dated as of the Closing Date from STG, executed by an authorized officer of STG, to the effect that the conditions set forth in this Section 10.02(a) have been satisfied.

(b) Seller shall have received the following documents:

(i) The certificate of incorporation (or equivalent organizational document) for STG, certified as of a recent date by the Secretary of State of the applicable jurisdiction of organization;

(ii) a certificate of the Secretary of State as to the good standing as of a recent date of STG in such jurisdiction; and

(iii) a certificate of an officer of STG, given by such officer on behalf of STG and not in such officer's individual capacity, certifying as to the bylaws (or equivalent governing document) of STG and as to resolutions of the board of directors (or equivalent governing body) of STG authorizing this Agreement and the transactions contemplated hereby and thereby.

(c) STG shall have made or shall have caused Buyer to make, or stand ready at Closing to make, the deliveries contemplated in Section 2.09(a) and Section 2.09(c) and each Ancillary Agreement.

(d) The Network Affiliation Agreements shall have been duly executed by each party thereto and copies thereof delivered to Seller.

Section 10.03. Conditions to Obligations of STG. The obligations of STG to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following further conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of such earlier date) as of the Closing Date as though made on and as of the Closing Date, except, in both cases, (i) for changes expressly contemplated or permitted by this Agreement, or (ii) where the failures to be true and correct, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller, to the effect that the conditions set forth in this Section 10.03(a) have been satisfied.

(b) STG shall have received the following documents:

(i) The certificate of incorporation (or equivalent organizational document) for each Seller Entity and Ellis, certified as of a recent date by the Secretary of State of the applicable jurisdiction of organization;

(ii) a certificate of the Secretary of State of each jurisdiction in which any Seller Entity is organized or qualified to do business in connection with the Business as to the good standing as of a recent date of such Seller Entity in such jurisdiction;

(iii) a certificate of the Secretary of State of the State of Nevada as to the good standing as of a recent date of Ellis in the State of Nevada;

(iv) a certificate of an officer of each Seller Entity, given by each such officer on behalf of such Seller and not in such officer's individual capacity, certifying as to the operating agreement (or equivalent governing document) of such Seller and as to resolutions of the board of managers (or equivalent governing body) of Sellers authorizing this Agreement and the transactions contemplated hereby and thereby.

(c) Seller shall have obtained (and in the case of an affirmative Consent, delivered) the Consents to assignment listed on Disclosure Schedule Section 10.03(c)-1 (or the third parties granting such Consents shall stand ready, willing and able to execute such consents, subject to the execution and delivery thereof by Buyer).

(d) Seller (and, if applicable, Ellis) shall have delivered to Buyer or STG's Qualified Assignee mortgage discharges and termination statements on Form UCC-3, or other appropriate releases, which when filed will release and satisfy any and all Liens relating to the Purchased Assets and the WJAC Stock, together with proper authority to file such termination statements or other releases at and following the Closing.

(e) Seller shall have made, or stand ready at Closing to make or cause Ellis to make, the deliveries contemplated in Section 2.09(b) and Section 2.09(c) and each Ancillary Agreement.

(f) The Network Affiliation Agreements shall have been duly executed by each party thereto and copies thereof delivered to Buyer.

(g) Seller shall have delivered to STG title commitments to the extent specified in Section 5.03 with respect to each parcel of Owned Real Property and each of the Priority Leased Sites.

(h) STG shall have received the CMG Guarantee.

ARTICLE XI TERMINATION

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

(a) by the mutual written consent of Seller and STG;

(b) either by Seller or by STG:

(i) if the Closing shall not have occurred on or before the twelve (12) month anniversary of the date of this Agreement (the “**Termination Date**”) so long as the terminating party is not then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to the extent that would give the other party the right not to close pursuant to Section 10.02 or Section 10.03, as the case may be; or

(ii) if there shall be any Law that prohibits consummation of the transactions contemplated by this Agreement or if a Governmental Authority of competent jurisdiction shall have issued a Governmental Order enjoining or otherwise prohibiting consummation of the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

(c) by Seller:

(i) upon a breach of any representation, warranty, covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have become untrue, in either case such that the condition set forth in Section 10.02(a) would not be satisfied, unless such breach or untruth can be cured prior to Closing and after receipt of notice thereof, STG proceeds in good faith to cure such breach or untruth as promptly as practicable; provided, however, that Seller shall not have the right to terminate this Agreement pursuant to this Section 11.01(c)(i) if Seller is then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to an extent which would give Buyer the right not to close pursuant to Article X; or

(ii) if all of the conditions set forth in Section 10.01 and Section 10.03 have been satisfied (other than those conditions that by their nature cannot be satisfied other than at the Closing, including the condition set forth in Section 10.03(d)) and STG fails to consummate the transactions contemplated by this Agreement within the earlier of (i) two (2) Business Days after the date the Closing should have occurred pursuant to Section 2.09 and (ii) the later of the date the Closing should have occurred pursuant to Section 2.09 and one (1) Business Day before the Termination Date, and Seller stood ready, willing and able to consummate the transactions contemplated by this Agreement during such period.

(d) by STG:

(i) upon a breach of any representation, warranty, covenant or agreement on the part of Seller set forth in this Agreement, or if any representation or warranty of Seller shall have become untrue, in either case such that the condition set forth in Section 10.03(a) would not be satisfied, unless such breach or untruth can be cured prior to Closing and after receipt of notice thereof, Seller proceeds in good faith to cure such breach or untruth as promptly as practicable; provided, however, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 11.01(d)(i) if STG is then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to an extent which would give Seller the right not to close pursuant to Article X; or

(ii) if all of the conditions set forth in Section 10.01 and Section 10.02 have been satisfied (other than those conditions that by their nature cannot be satisfied other than at the Closing) and Seller fails to consummate the transactions contemplated by this Agreement within the earlier of (i) two (2) Business Days after the date the Closing should have occurred pursuant to Section 2.09 and (ii) the later of the date the Closing should have occurred pursuant to Section 2.09 and one (1) Business Day before the Termination Date, and STG stood ready, willing and able to consummate the transactions contemplated by this Agreement during such period.

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

Section 11.02. Effect of Termination.

(a) In the event of a valid termination of this Agreement pursuant to Section 11.01, this Agreement (other than Section 7.02, this Article XI, and Article XIII, which shall remain in full force and effect) shall forthwith become null and void, and no party hereto (nor any of their respective Affiliates, directors, officers or employees) shall have any liability or further obligation, except as provided in Section 11.02(b) and Section 11.02(c) below. A termination of this Agreement shall not terminate the Confidentiality Agreement, nor, in each case, affect the parties' rights and obligations thereunder.

(b) If this Agreement is terminated by Seller pursuant to Section 11.01(c)(i) or Section 11.01(c)(ii), then Seller shall be entitled to the Escrow Deposit Funds as liquidated damages, and the parties to the Escrow Agreement shall immediately deliver joint written instructions to the Escrow Agent directing such disbursement. Seller shall, in addition, be entitled to prompt payment on demand from STG of the reasonable attorneys' fees actually incurred by Seller in enforcing its rights under this Agreement. The parties understand and agree that the amount of liquidated damages represents Seller's and STG's reasonable estimate of actual damages and does not constitute a penalty. Notwithstanding any other provision of this Agreement to the contrary, in the event that Seller terminates this Agreement pursuant to Section 11.01(c)(i) or Section 11.01(c)(ii), the payment of the Escrow Deposit Funds, together with any attorneys' fees, pursuant to this Section 11.02(b), shall be Seller's sole and exclusive remedy for damages of any nature or kind that Seller may suffer as a result of STG's breach or default under this Agreement or STG's failure to consummate the transactions contemplated by this Agreement, which would result in Seller's right to terminate this Agreement under Section 11.01(c)(i) or Section 11.01(c)(ii), as the case may be. The parties hereto acknowledge and agree that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

(c) If this Agreement is terminated by STG pursuant to Section 11.01(d)(i) or Section 11.01(d)(ii), then Seller shall be liable for any and all Losses incurred or suffered by STG in an aggregate amount not to exceed Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000).

(d) If this Agreement is terminated under the provisions of this Article XI for any reason other than by Seller pursuant to Section 11.01(c)(i) or Section 11.01(c)(ii), then the parties to the Escrow Agreement shall deliver joint written instructions to the Escrow Agent directing the disbursement of the Escrow Deposit Funds to STG.

ARTICLE XII SURVIVAL; INDEMNIFICATION

Section 12.01. Survival. The representations and warranties of the parties hereto contained in or made pursuant to this Agreement or in any certificate or other writing furnished pursuant hereto or in connection herewith shall survive in full force and effect until the first anniversary of the Closing Date; provided, that the representations and warranties in Sections 3.08(b), 3.10, 3.11 and 3.14, in each case with respect to WJAC and Sections 3.15, 3.19, and 3.22, shall survive until expiration of the applicable statute of limitations, plus sixty (60) days. The agreements to indemnify in Sections 9.07, 12.02(a)(ii), (iii), (iv) and (v), and Sections 12.03(a)(ii), (iii), (iv), (v) and (vi) shall survive for the applicable statute of limitations plus sixty (60) days, and Seller's agreement to indemnify in Section 12.03(a)(vii) shall survive, (i) with respect to Losses in connection with a written Real Property Lease, a copy of which Seller has made available to STG prior to the date hereof, until the expiration of the current term of such Real Property Lease (without giving effect to any renewal or extension thereof), plus sixty (60) days, and (ii) with respect to Losses in connection with a Real Property Lease, other than a Real Property Lease subject to the preceding clause (i), until the expiration of the applicable statute of

limitations, plus sixty (60) days. Except as otherwise set forth in this Section 12.01, none of the covenants and agreements shall survive the Closing except to the extent such covenants and agreements contemplate performance after the Closing, in which case such covenants and agreements shall survive until performed. No claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the applicable survival period. In the event such notice is given, the right to indemnification with respect thereto shall survive the applicable survival period until such claim is finally resolved and any obligations thereto are fully satisfied.

Section 12.02. Indemnification by Buyer.

(a) Subject to Section 12.01, STG shall cause Buyer to indemnify against and hold harmless Seller, and its Affiliates and their respective employees, officers, directors, successors and assigns (collectively, the “**Seller Indemnified Parties**”) from, and agrees to promptly defend any Seller Indemnified Party from and reimburse any Seller Indemnified Party for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including any Action brought by any Governmental Authority or Person and including reasonable attorneys’ fees and expenses reasonably incurred) (collectively, “**Losses**”), which such Seller Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) STG’s breach of any of its representations or warranties contained in this Agreement (each such breach, a “**STG Warranty Breach**”);

(ii) any breach or nonfulfillment of any agreement or covenant of STG under the terms of this Agreement;

(iii) any Losses which Seller incurs as a result of STG’s failure to assume the Section 2.03(s) Contracts, other than any Section 2.03(s) Contracts which were entered into, extended or otherwise modified effective on or after January 1, 2013;

(iv) the Assumed Liabilities; or

(v) the ownership, business or operation of the Stations after the Effective Time.

(b) Notwithstanding any other provision to the contrary, STG shall not be required to indemnify and hold harmless any Seller Indemnified Party pursuant to Section 12.02(a): (A) unless such Seller Indemnified Party has asserted a claim with respect to such matters within the applicable survival period set forth in Section 12.01 and (B) until the aggregate amount of Seller Indemnified Parties’ Losses resulting from Buyer Warranty Breaches exceeds Five Hundred Fourteen Thousand Eight Hundred Dollars (\$514,800) (the “**Threshold**”) and then only to the extent of such Losses in excess of Two Hundred Fifty-Seven Thousand Four Hundred Dollars (\$257,400) (the “**Deductible**”); provided, however, that the cumulative indemnification obligation of Buyer under this Section 12.02 shall in no event exceed Nine Million Nine Hundred Thousand Dollars (\$9,900,000) of the Purchase Price (the “**Cap**”), provided further, however, that neither the Deductible nor the Cap shall apply in the case of any indemnification under clauses (ii), (iii), (iv) and (v) of Section 12.02(a).

Section 12.03. Indemnification by Seller.

(a) Subject to Section 12.01, Seller, jointly and severally, shall indemnify against and hold harmless Buyer, its Affiliates and their respective employees, officers, directors, successors and assigns (collectively, the “**Buyer Indemnified Parties**”) from, and agrees to promptly defend any Buyer Indemnified Party from and reimburse any Buyer Indemnified Party for, any and all Losses which such Buyer Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) Seller’s breach of any of the representations or warranties contained in this Agreement (each such breach, a “**Seller Warranty Breach**”);

(ii) any breach or nonfulfillment of any agreement or covenant of Seller under the terms of this Agreement;

(iii) the Excluded Liabilities (including any Losses which Buyer incurs as a result of accepting liability for any enforcement action by the FCC relating to any period prior to the Closing) or, subject to Section 9.02, any failure to comply with laws relating to bulk sales;

(iv) the Excluded Assets;

(v) any liabilities of WJAC which would otherwise be an Excluded Liability;

(vi) any Taxes of WJAC related to any Pre-Closing Tax Period pursuant to Section 9.07; or

(vii) Seller’s failure to obtain and deliver the Consents to assignment under the Real Property Leases listed on Disclosure Schedule Section 10.03(c)-2, other than any Losses to the extent they arise out of (A) a breach of the applicable Real Property Lease by Buyer or its Qualified Assignee or (B) Buyer’s or Qualified Assignee’s failure to use the Real Property subject to the underlying Real Property Lease to which any such Consent relates in the ordinary course of business consistent with Seller’s use thereof immediately prior to Closing.

(b) Notwithstanding any other provision to the contrary, Seller shall not be required to indemnify and hold harmless any Buyer Indemnified Party pursuant to Section 12.03(a): (A) unless such Buyer Indemnified Party has asserted a claim with respect to such matters within the applicable survival period set forth in Section 12.01 and (B) until the aggregate amount of Buyer Indemnified Parties’ Losses resulting from Seller Warranty Breaches exceeds the Threshold, and then only to the extent of such Losses in excess of the Deductible; provided, however, that the cumulative indemnification obligation of Seller under this Section 12.03 shall in no event exceed the Cap, except for a Seller Warranty Breach of Section 3.22 (a “**WJAC Capitalization Warranty Breach**”), in which case, the cumulative indemnification obligation of Seller under this Section 12.03 for such WJAC Capitalization Warranty Breach shall in no event exceed Fourteen Million Dollars (\$14,000,000). Notwithstanding the foregoing,

neither the Deductible nor the Cap shall apply in the case of any indemnification under clauses (ii), (iii), (iv), (v), (vi), and (vii) of Section 12.03(a).

(c) At Closing, CMG, is delivering a guarantee in favor of Buyer, in substantially the form attached hereto as Exhibit H (the “**CMG Guarantee**”), pursuant to which CMG is guaranteeing Seller’s obligations under this Section 12.03.

Section 12.04. Notification of Claims.

(a) A party entitled to be indemnified pursuant to Section 12.02 or Section 12.03 (the “**Indemnified Party**”) shall promptly notify the party liable for such indemnification (the “**Indemnifying Party**”) in writing of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement; provided, however, that a failure to give prompt notice or to include any specified information in any notice will not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, any party that was entitled to receive such notice was damaged as a result of such failure. Subject to the Indemnifying Party’s right to defend in good faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this Article XII within thirty (30) days after the receipt of written notice thereof from the Indemnified Party.

(b) If the Indemnified Party shall notify the Indemnifying Party of any claim or demand pursuant to Section 12.04(a), the Indemnifying Party shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party for so long as the Indemnifying Party shall continue in good faith to diligently defend against such action or claim. The Indemnified Party shall have the right to participate in the defense of any such claim or demand at its own expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible (but in any case five (5) Business Days before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under Section 12.04(a) of its election to defend in good faith any such third party claim or demand. So long as the Indemnifying Party is defending in good faith any such claim or demand asserted by a third party against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim or demand without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and the Indemnified Party shall make available to the Indemnifying Party or its agents all records and other material in the Indemnified Party’s possession reasonably required by it for its use in contesting any third party claim or demand. Whether or not the Indemnifying Party elects to defend any such claim or demand, the Indemnified Party shall have no obligations to do so. In the event: (i) the Indemnifying Party elects not to defend such claim or action; or (ii) the Indemnifying Party elects to defend such claim or action but fails to diligently defend such claim or action in good faith, the Indemnified Party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the Indemnifying Party, except that with respect to the settlement or compromise of such a claim, demand or action, the Indemnified Party shall not settle or compromise any such claim or demand or action without the consent of the Indemnifying Party (such consent not to be unreasonably withheld), unless the Indemnifying Party is given a full and completed release of

any and all liability by all relevant parties relating thereto and has no obligation to pay any damages.

Section 12.05. Net Losses; Subrogation; Mitigation.

(a) Notwithstanding anything contained herein to the contrary, the amount of any Losses incurred or suffered by an Indemnified Party shall be calculated after giving effect to (i) any insurance proceeds received by the Indemnified Person (or any of its Affiliates) with respect to such Losses and (ii) any recoveries obtained by the Indemnified Party (or any of its Affiliates) from any other third party. Each Indemnified Party shall exercise reasonable best efforts to obtain such proceeds, benefits and recoveries. If any such proceeds, benefits or recoveries are received by an Indemnified Party (or any of its Affiliates) with respect to any Losses after an Indemnifying Party has made a payment to the Indemnified Party with respect thereto, the Indemnified Party (or such Affiliate) shall pay to the Indemnifying Party the amount of such proceeds, benefits or recoveries (up to the amount of the Indemnifying Party's payment). With respect to any Losses incurred or suffered by an Indemnified Party, no liability shall attach to the Indemnifying Party in respect of any Losses to the extent that the same Losses have been recovered by the Indemnified Person from the Indemnifying Party, accordingly, the Indemnified Person may only recover once in respect of the same Loss.

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

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

(d) Notwithstanding anything to the contrary contained herein, the amount of Losses for each claim under Section 12.03(a)(vii) shall be equal to the Buyer Indemnified Parties' actual Losses arising directly from the failure to obtain the Consent giving rise to such Losses, but in no event shall such Losses exceed, and Seller be liable pursuant to Section 12.03(a)(vii) for any amount in excess of, the amount equal to the reasonable and necessary replacement costs (including, all reasonable moving expenses, legal expenses, and other reasonable expenses incurred relating to the replacement) which would be incurred for a new site (comparable to the original site in all material respects) to replace the site which is the subject of the Real Property Lease for which such Consent has not been obtained; provided, that the foregoing limitation on the amount of Losses shall not limit any Buyer Indemnified Party's right to recover Losses it suffers from the failure to obtain the Consent even though the Buyer Indemnified Party does not replace the site which is the subject of the applicable Real Property Lease.

Section 12.06. Computation of Indemnifiable Losses. Any calculation of Losses for purposes of this Article XII shall be (a) reduced to take account of any net Tax benefit actually realized by the Indemnified Party arising from the deductibility of any such Loss in the year such Loss is incurred; and (b) increased to take account of any net Tax liability actually realized by the Indemnified Party arising from the receipt or accrual of any indemnity obligation hereunder. To the extent permitted by law, all indemnity payments made pursuant to this Agreement shall be treated by the parties hereto as an adjustment to the Purchase Price.

Section 12.07. Exclusive Remedies. STG and Seller acknowledge and agree that, if the Closing occurs, the indemnification provisions of this Article XII shall be the sole and exclusive remedies of Buyer and Seller for any breach of the representations or warranties or nonperformance of any covenants and agreements of STG or Seller contained in this Agreement or any Ancillary Agreement, and neither party shall have any liability to the other party under any circumstances for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of earnings of any Indemnified Party; provided, however, that nothing contained in this Agreement shall relieve or limit the liability of either party from any liability or Losses arising out of or resulting from fraud or intentional breach in connection with the transactions contemplated in this Agreement or the Ancillary Agreements.

Section 12.08. No Special Damages, Mitigation. No Indemnifying Party shall be liable to any Indemnified Party for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of earnings.

Section 12.09. Treatment of Indemnity Benefits. All payments made by Seller or Buyer, as the case may be, to or for the benefit of the other pursuant to any indemnification obligations under this Agreement shall be treated as adjustments to the Purchase Price for Tax purposes and such agreed treatment shall govern for purposes of this Agreement.

ARTICLE XIII GENERAL PROVISIONS

Section 13.01. Expenses. Except as may be otherwise specified herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 13.02. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery, (b) on the date of transmission, if sent by facsimile, or (c) one Business Day after having been dispatched via a nationally recognized overnight courier service, to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13.02):

If to STG or Buyer:

Sinclair Television Group, Inc.

10706 Beaver Dam Road
Cockeysville, MD 21030
Attention: President
Facsimile: (410) 568-1533

With copies, which shall not constitute notice, to:

Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21030
Attention: General Counsel
Facsimile: (410) 568-1537

Greenberg Traurig, LLP
3333 Piedmont Road NE
Suite 2500
Atlanta, GA 30305
Attention: James S. Altenbach
Facsimile: (678) 553-2443

If to Seller:

Cox Media Group
6205 Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attention: Charles A. Odom
Fax: (678) 645-1829

With copies, which shall not constitute notice, to:

Cox Enterprises, Inc.
6205 Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attention: Shauna Muhl, Esq.
Fax: (678) 645-1829

Dow Lohnes PLLC
1200 New Hampshire Ave. NW
Washington, District of Columbia 20036-6802
Attention: Michael Basile, Esq.
Facsimile: (202) 776-2222

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

Section 13.04. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of any Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the

economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

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

Section 13.06. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent; provided, however, that:

(a) STG may assign its rights hereunder to an Affiliate of STG upon written notice to, but without consent of, Seller, provided that (i) any such assignment does not delay or impede processing of the FCC Applications, grant of the FCC Consent, clearance or approval under the HSR Act or any other Antitrust Law or regulation or Closing, (ii) any such assignee delivers to Seller a written assumption of this Agreement, (iii) STG shall remain liable for all of its obligations hereunder, and (iv) STG shall be solely responsible for any third party consents necessary in connection therewith (none of which are a condition to Closing);

(b) Solely to the extent set forth in Section 7.01, STG may assign its right to purchase the Designated Station Assets, any portion thereof, (and delegate its duty to assume the Assumed Liabilities corresponding thereto) to a Qualified Assignee with prior notice to, but without consent of, Seller. With respect to any assignment permitted under this Section 13.06, (i) any such assignee, including a Qualified Assignee, shall deliver to Seller a written instrument of assumption with respect to this Agreement or the Designated Station Assets, as applicable, in which such assignee (A) shall make to Seller the representations and warranties contained in Article IV of this Agreement with respect to such assignee and (B) shall covenant to Seller to observe, satisfy, discharge and perform the covenants of STG set forth in this Agreement (except, in the case of a Qualified Assignee, to the extent that any such covenant relates solely to Purchased Assets other than Designated Station Assets and the corresponding Assumed Liabilities) and (ii) STG shall remain liable for all of its obligations hereunder (including those assigned to such assignee);

(c) Seller may assign any or all of its rights and delegate any or all of its obligations under this Agreement to an Affiliate of Seller or to a "qualified intermediary," as defined in U.S. Treasury Regulation Section 1.1031(k)-1(g)(4) (a "**Q.I.**") without STG's consent; provided that, in the case of an assignment or delegation by Seller pursuant to the preceding clause, any such assignment or delegation shall not release Seller from its obligations under this Agreement; and

(d) No later than five (5) days prior to Closing, Seller shall deliver to STG (i) a Schedule identifying the property that Seller intends to qualify as part of a like-kind exchange transaction pursuant to Section 1031 of the Code (the “**Section 1031 Property**”), and notice of the amount of the Purchase Price allocable to such Section 1031 Property (the “**Allocated Purchase Price**”); and (ii) a notice that Seller is assigning to the Q.I. all of Seller’s rights and obligations under this Agreement to the extent such rights and obligations relate to the Section 1031 Property (the “**Q.I. Assignment**”). STG hereby consents to such Q.I. Assignment, and agrees that at Closing, STG or Buyer, as the case may be, shall pay the Allocated Purchase Price to an account of the Q.I. in accordance with directions to be provided to STG prior to Closing. STG further agrees to cooperate with Seller as may be reasonably requested by Seller in connection with such Q.I. Assignment or otherwise in order to qualify the disposition of the Section 1031 Property as part of a like-kind exchange pursuant to Section 1031 of the Code.

Section 13.07. No Recourse. No past, present or future director, officer, employee, incorporator, member, partner, equityholder, Affiliate, agent, attorney or representative of Seller, STG or any of their Affiliates shall have any liability for any obligations or liabilities of Seller or STG, respectively, under this Agreement or for any claim (whether in contract or tort, in law or in equity, or based upon any theory that seeks to “pierce the corporate veil” or impose liability of an entity against its owners or Affiliates or otherwise), liability or any other obligation arising under, based on, in respect of, in connection with, or by reason of, this Agreement or the transactions contemplated hereby, including its negotiation and/or execution.

Section 13.08. No Third-Party Beneficiaries. Except as expressly provided in Article IX, Article XII and Section 13.06, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 13.09. Amendments and Waivers.

(a) This Agreement may not be amended or modified except by an instrument in writing signed by Seller and the FCC Licensee (only to the extent that any amendment or modification adversely effects the FCC Licensee’s obligations under this Agreement) and STG.

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

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

Section 13.10. Governing Law; Consent to Jurisdiction.

(a) This Agreement and the negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or related to this Agreement, whether arising in law or in equity (collectively, the “**Covered Matters**”), and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to the Covered Matters, except for documents, agreements and instruments that specify otherwise, shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. All recording matters relating to the conveyance of each parcel of Owned Real Property will be conducted in conformity with the applicable requirements of local law governing the location of such parcel.

(b) All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in the Delaware Chancery Court, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The consents to jurisdiction set forth in this Section 13.10 shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this Section 13.10 and shall not be deemed to confer rights on any third party. The parties hereto agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

Section 13.11. Specific Performance. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that the parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 13.12. WAIVER OF JURY TRIAL. STG AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF BUYER OR SELLER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

Section 13.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which

taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 13.14. No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 13.15. Disclosure Schedules.

(a) The parties acknowledge and agree that (i) matters reflected in the Disclosure Schedules are not necessarily limited to the matters required by the Agreement to be disclosed in the Disclosure Schedules, (ii) the Disclosure Schedules may include certain items and information solely for informational purposes for the convenience of the parties and (iii) the disclosure by Seller of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgment by Seller that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. The specification of any dollar amount in the representations and warranties contained in the Agreement or the inclusion of any specific item in the Disclosure Schedules are not intended to imply that such amounts are within or outside the ordinary course of business for purposes of the Agreement.

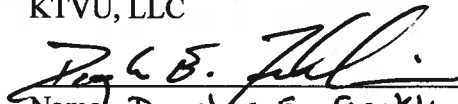
(b) If and to the extent any information required to be furnished in any section of the Disclosure Schedules is contained in the Agreement or in any section of the Disclosure Schedules, such information shall be deemed to be included in all sections of the Disclosure Schedules to the extent that the relevance of any such information to any other section of the Disclosure Schedules is readily apparent from the text of such disclosure.

(c) Seller has disclosed the information contained in the Disclosure Schedules solely for purposes of the Agreement, and no information contained therein shall be deemed to be an admission by any party thereto to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement.

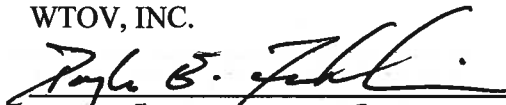
[SIGNATURE PAGES FOLLOW]

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

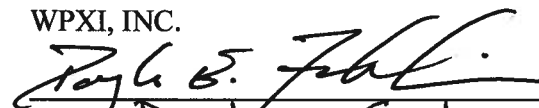
KTVU, LLC


Name: Douglas E. Franklin
Title: President

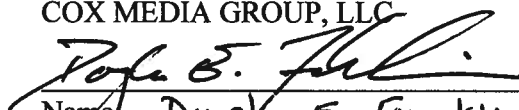
WTOV, INC.


Name: Douglas E. Franklin
Title: President

WPXI, INC.


Name: Douglas E. Franklin
Title: President

COX MEDIA GROUP, LLC


Name: Douglas E. Franklin
Title: President

SINCLAIR TELEVISION GROUP, INC.

Name:

Title:

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

KTVU, LLC

Name:

Title:

WTOV, INC.

Name:

Title:

WPXI, INC.

Name:

Title:

COX MEDIA GROUP, LLC

Name:

Title:

SINCLAIR TELEVISION GROUP, INC.

Name: *Daniel B. [Signature]*

Title: *Secretary*