

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of _____, 2020 between Mission Broadcasting, Inc., a Delaware corporation (“Licensee”) and Nexstar Broadcasting, Inc., a Delaware corporation (“Programmer”). Each of Licensee and Programmer is a “party” and collectively, the “parties.”

Recitals

A. Licensee owns and operates digital television station WPIX, New York, New York (FCC Facility ID #73881) (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”).

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the “Term”) will begin on the date set forth above and will continue until the date eight (8) years thereafter, unless earlier terminated in accordance with the terms of this Agreement. Unless otherwise terminated by either party, the term of this Agreement shall be automatically extended for two (2) successive additional eight (8) year terms. Notwithstanding the foregoing, either party may terminate this Agreement at the end of each eight-year term by providing six months prior written notice to the other party.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Station (including the primary and all secondary program streams and ancillary uses) for programming provided by Programmer (the “Programs”) for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week. Without limiting the foregoing, Programmer is entitled to use all of the Station’s digital transmission capacity. During the Term, Programmer will transmit, at Programmer’s expense, the Programs to the Station’s transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station’s broadcast prior to the Commencement Date, and Licensee shall broadcast the Programs on the Station, subject to the provisions of Section 5 below.

3. Revenues. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station (including the setting of all rates related thereto) and for the collection of accounts receivable arising therefrom; and Programmer shall be entitled to all revenues of the Station (including without limitation all revenues from the Station’s website, towers and retransmission consent, if any). All advertising announcements furnished by Programmer shall comply with applicable federal, state, and local regulations and pertinent

governmental policies, including, but not limited to, lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, and political broadcasting rules. Programmer will not discriminate in advertising sales based on race or ethnicity.

4. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Station's contracts and agreements and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with the rules, regulations and policies of the FCC and all other applicable laws (collectively, "Laws"). Licensee will employ personnel as necessary to comply with applicable Laws and retain control over the policies, programming and operations of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Program in the event of a local, state or national emergency or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to Programmer.

(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Station.

6. Programs.

(a) Licensee acknowledges that it is familiar with the type of programming Programmer currently produces or licenses and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues

are made known to Programmer by Licensee. Without limiting the foregoing, the Programs shall at all times comply with all of the following:

- i. all Laws governing or requiring sponsorship identification, including but not limited to 47 U.S.C. Sec. 317, 47 U.S.C. Sec. 507 and 47 C.F.R. Sec. 73.1212;
- ii. all Laws governing political and controversial issue programming and advertising, including but not limited to the Bipartisan Campaign Reform Act of 2002 and 47 C.F.R. Sections 73.1212, 73.1912 and 73.3526. Programmer will provide Licensee with all documentation regarding political programming and advertising required to be retained by or placed in the public inspection file of the Station;
- iii. all Laws governing children's television programming and commercial matter within children's television programming. Programmer shall ensure that the Programs contain an average of at least three (3) hours per week of "core" children's educational and informational programming, as defined by the FCC. Programmer shall provide Licensee on a quarterly basis with information sufficient to demonstrate compliance of the Programs with FCC requirements concerning educational/informational programming, and the commercial limits in children's programming, such that Licensee will be able to complete and timely file with the FCC a children's television report on FCC Form 398 with respect to such programming;
- iv. all Laws governing the closed captioning of programming for the hearing impaired and/or video description for the sight impaired;
- v. all Laws governing or prohibiting the transmission of indecent, profane or obscene content; and
- vi. all Laws related to copyrights, third party rights, libel, slander or privacy rights.

Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Programmer will provide such public interest programming as necessary to meet Licensee's FCC obligations, provided it will remain Licensee's obligation to ascertain the needs and interests of the Station's community.

(c) During the Term, Licensee and Programmer will maintain music licenses with respect to the Station and the Programs, as appropriate.

(d) Licensee will comply with all reasonable requests of Programmer with respect to the renewal and cancellation of contracts (in accordance with their terms) or the entry into or the modification of contracts which affect Programmer's activities with regard to the Station pursuant to this Agreement.

7. Expenses. Licensee will pay for maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel. Programmer will be responsible for costs and expenses arising from Programmer's activities under this Agreement.

8. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

9. Facilities.

(a) During the Term, Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station and shall repair and maintain Licensee's studio and transmission facilities and equipment in good operating condition.

(b) During the Term, Licensee shall provide Programmer access to and the use of Licensee's studio and office facilities in the Station's market as reasonably necessary for Programmer to exercise its rights and perform its obligations under this Agreement. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for such premises.

10. Insurance. Programmer and Licensee will each carry (A) comprehensive general liability insurance with reputable companies covering their activities under this Agreement, in an amount not less than One Million Dollars (\$1,000,000.00); (B) worker's compensation and/or disability insurance; and (C) libel/defamation/First Amendment liability insurance, with a deductible of no more than \$250,000. Each party will name the other party as an additional insured on these policies.

11. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of New York, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound, and (v) it will comply with all Laws applicable to its operations hereunder.

12. Termination.

(a) Licensee may terminate this Agreement upon written notice to Programmer if: (i) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period (defined below); or (ii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect, which is not cured within the Cure Period.

(b) Programmer may terminate this Agreement upon written notice to Licensee if: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect, which is not cured within the Cure Period.

(c) The term “Cure Period” means a period commencing on the date Licensee or Programmer receives written notice from the other of a breach or default hereunder and continuing until the date thirty (30) calendar days thereafter. If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the *status quo ante*. Termination of this Agreement shall not relieve any party from liability for breach of this Agreement.

(d) In the event any court or federal, state or local government authority orders or takes any action which becomes effective and which requires the termination or material curtailment of Programmer’s activities under this Agreement, and such action becomes a final order, the parties will use their reasonable efforts and negotiate in good faith a modification to this Agreement which would, to the extent possible, maintain the intent of the parties and the economic and other benefits of this Agreement.

13. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability (including but not limited to FCC forfeitures) for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights, or violations of FCC rules and other Laws resulting from the broadcast of the Programs on the Station, and Programmer’s breach of any obligations hereunder. Licensee shall indemnify and hold Programmer harmless against any and all liability (including but not limited to FCC forfeitures) for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights, or violations of FCC rules and other Laws resulting from the broadcast of Licensee’s programming on the Station, and Licensee’s breach of any obligations hereunder. The obligations under this Section shall survive any termination of this Agreement.

14. Assignment. Licensee may not assign this Agreement without Programmer’s prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Programmer may assign this Agreement to an affiliate without the consent of Licensee. Programmer may not otherwise assign this Agreement without the prior written consent of Licensee, which consent shall not be unreasonably withheld, delayed, or conditioned. The terms

of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

15. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee shall place a copy of this Agreement in the Station's online public inspection file.

16. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by both parties hereto. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party will be deemed the drafter of this Agreement and if this Agreement is construed by a court of law such court should not construe this Agreement or any provision against any party as its drafter.

17. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the next business day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice in accordance with this Section):

if to Licensee:

Mission Broadcasting, Inc.
901 Indiana Avenue
Suite 375
Wichita Falls, TX 76301-6719
Attention: Dennis Thatcher, President

if to Programmer:

Nexstar Broadcasting, Inc.
545 E. John Carpenter Freeway
Suite 700
Irving, TX 75062
Attention: Perry Sook, Chief Executive Officer.

18. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b) and (c).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PROGRAMMER: NEXSTAR BROADCASTING, INC.

By: _____
Name: Thomas E. Carter
Title: EVP & Chief Financial Officer

LICENSEE: MISSION BROADCASTING, INC.

By: _____
Name: Dennis Thatcher
Title: President

SCHEDULE A TO LMA

During the Term, Programmer shall reimburse Licensee for the reasonable operating and maintenance expenses of the Station incurred by Licensee in the ordinary course of business (each such reimbursement due upon invoice). Monthly operating expenses will be prorated for any partial calendar month this Agreement is in effect.