

**ASSUMPTION AGREEMENT**

**THIS ASSUMPTION AGREEMENT** is made this \_\_th day of \_\_\_\_\_, 2004, by and among JDG Television, Inc. ("Seller"), and Nexstar Finance, L.L.C. ("Buyer").

**WHEREAS**, pursuant to a Purchase Agreement dated October 13, 2003 (the "Purchase Agreement") by and among Buyer and Seller, Buyer has agreed to assume the Assumed Liabilities (as defined in the Purchase Agreement).

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**1. ASSUMPTION.** Buyer hereby assumes and agrees to pay, perform and be bound by all of the covenants, terms and obligations under the Assumed Liabilities, as defined in the Purchase Agreement.

**2. BENEFIT.** This Assumption Agreement is intended solely to benefit the parties hereto and shall not create any liabilities to any other parties or expand any liabilities to any other parties, except as expressly set forth in the Purchase Agreement.

**3. THE PURCHASE AGREEMENT.** This Assumption Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assumption Agreement shall be deemed to supersede any of the covenants, agreements, representations or warranties of Seller or Buyer contained in the Purchase Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assumption Agreement as of the date first above written.

**"BUYER"**

**NEXSTAR FINANCE, L.L.C.**

By: \_\_\_\_\_  
Name: Perry Sook  
Title: President

**"SELLER"**

**JDG TELEVISION, INC.**

By: \_\_\_\_\_  
Name: John W. Griffin  
Title: President

**BILL OF SALE AND ASSIGNMENT**

**THIS BILL OF SALE AND ASSIGNMENT** is made this \_\_\_th day of \_\_\_\_\_, 2004, by and among JDG Television, Inc. ("Seller"), and Nexstar Finance, L.L.C. ("Buyer").

**WHEREAS**, pursuant to a Purchase Agreement dated October 13, 2003 (the "Purchase Agreement") by and among Buyer and Seller, Seller has agreed to sell and assign to Buyer and Buyer has agreed to purchase and accept from Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, the Purchased Assets, as defined in the Purchase Agreement.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**1. CONVEYANCE.** Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of its right, title, and interest in and to the Purchased Assets, other than the Contracts, Leases, and Trademarks (each as defined in the Purchase Agreement)

**2. ACCEPTANCE.** Buyer hereby accepts the foregoing sale and assignment.

**3. THE PURCHASE AGREEMENT.** This Bill of Sale and Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Bill of Sale and Assignment shall be deemed to supersede any of the covenants, agreements, representations or warranties of Seller or Buyer contained in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment as of the date first above written.

**"BUYER"**

**NEXSTAR FINANCE, L.L.C.**

By: \_\_\_\_\_  
Name: Perry Sook  
Title: President

**"SELLER"**

**JDG TELEVISION, INC.**

By: \_\_\_\_\_  
Name: John W. Griffin  
Title: President

**BUYER'S CLOSING CERTIFICATE**

I, Shirley Green, do hereby certify in my official capacity and not individually that:

1. I am the duly elected, qualified and acting Secretary of Nexstar Finance, L.L.C. ("Buyer").
2. I am familiar with the terms of the Purchase Agreement dated October 13, 2003 (the "Purchase Agreement") by and among Buyer, and JDG Television, Inc. ("Seller").
3. I make this Certificate on behalf of Buyer pursuant to the provisions of Section 2.3(b) of the Purchase Agreement with the intention that it shall be relied upon by Seller.
4. Attached hereto as Annex "A" is a true and correct copy of the resolutions duly adopted by the sole member of Buyer dated \_\_\_\_\_, 200\_\_\_. The resolutions set forth in Annex "A" were duly adopted and have not been amended or revoked and are now in full force and effect.
5. The persons named below are, as of the date hereof, duly elected and qualified officers of Buyer, holding the respective offices set forth opposite their names below, and their signatures are set forth opposite their names below:

Name

Title

Signature

Perry Sook

President

\_\_\_\_\_

Shirley Green

Secretary

\_\_\_\_\_

**IN WITNESS WHEREOF**, I have executed this Certificate in my official capacity as of  
this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Title: Secretary

I, Perry Sook, President of Buyer do hereby certify that Shirley Green is the duly elected and  
qualified Secretary of Buyer, and that the signature appearing above is her genuine signature.

\_\_\_\_\_  
Title: President

**Exhibit D**

**BUYER'S PERFORMANCE CERTIFICATE**

I, Perry Sook, do hereby certify in my official capacity and not individually that:

1. I am the duly elected, qualified and acting President of Nexstar Finance, L.L.C. ("Buyer").
2. I am familiar with the terms of the Purchase Agreement dated October 13, 2003 (the "Purchase Agreement") by and among Buyer and JDG Television, Inc. ("Seller").
3. I make this Certificate on behalf of Buyer pursuant to the provisions of Section 2.3(b) of the Purchase Agreement with the intention that it shall be relied upon by Seller.
4. Buyer has performed and complied in all material respects with all of its obligations under the Purchase Agreement and the TBA (as defined in the Purchase Agreement) which are to be performed or complied with by it prior to or on the date hereof.
5. The representations and warranties made by Buyer in the Purchase Agreement are true and correct in all material respects as of the date hereof with the same force and effect as though such representations and warranties had been made on the date hereof.

**IN WITNESS WHEREOF**, I have executed this Certificate in my official capacity as of this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2004.

**Nexstar Finance, L.L.C.**

By: \_\_\_\_\_  
Title: President

**ASSIGNMENT AND ASSUMPTION OF CONTRACTS**

**THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS** is made this \_\_\_\_th day of \_\_\_\_\_, 2004, by and among JDG Television, Inc. ("Seller"), and Nexstar Finance, L.L.C. ("Buyer").

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

**WHEREAS**, Seller and Buyer are parties to a certain Purchase Agreement dated October 13, 2003 (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to assign the Contracts (as defined in the Purchase Agreement) to Buyer and Buyer has agreed to accept such assignment and assume certain of Seller's obligations and liabilities under the Contracts.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**1. ASSIGNMENT.** Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the Contracts.

**2. ASSUMPTION.** Buyer hereby accepts the foregoing assignment. Except as otherwise set forth in the Purchase Agreement, Buyer hereby assumes and agrees to pay, perform and be bound by all of the covenants, terms and obligations contained in the Contracts to be performed by Seller under the Contracts and accruing with respect to the operation of the Station (as defined in the Purchase Agreement) from and after the date hereof.

**3. THE PURCHASE AGREEMENT.** This Assignment and Assumption of Contracts is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment and Assumption of Contracts shall be deemed to supersede any of the covenants, agreements, representations or warranties of Seller or Buyer contained in the Purchase Agreement.

**4. THIRD PARTY CONSENTS.** Seller, for itself and its successors and assigns, covenants and agrees that in the event there are any Contracts otherwise covered by this Assignment and Assumption of Contracts which cannot be transferred or assigned by it without the consent of or notice to a third party and with respect to which any necessary consent or notice has not at the date of delivery of this Assignment and Assumption of Contracts been given or obtained, the beneficial interest in and to, and the obligations and liabilities under, the same shall in any event pass hereby to Buyer, as of the Closing Date (as that term is defined in the Purchase Agreement), who shall perform all such obligations and assume all such liabilities; and Seller, for itself and its successors and assigns, covenants and



agrees (i) to hold, and hereby declares that it holds, such Contracts in trust for and for the benefit of Buyer, its successors and assigns, and (ii) to use its commercially reasonable efforts to obtain all consents and approvals required from third parties as soon as reasonably possible. Anything to the contrary in this Assignment and Assumption of Contracts notwithstanding, Seller shall not be required to pay any fees or provide or deliver any other consideration to any such Person in order to obtain such consent, approval or transfer.

**5. BENEFIT.** This Assignment and Assumption of Contracts is intended solely to benefit the parties and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

**IN WITNESS WHEREOF**, the parties have executed this Assignment and Assumption of Contracts as of the date first above written.

**"BUYER"**

**NEXSTAR FINANCE, L.L.C.**

By: \_\_\_\_\_  
Name: Perry Sook  
Title: President

**"SELLER"**

**JDG TELEVISION, INC.**

By: \_\_\_\_\_  
Name: John W. Griffin  
Title: President

**ASSIGNMENT AND ASSUMPTION OF LEASES**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASES** is made this \_\_th day of \_\_\_\_\_, 2004, by and among JDG Television, Inc. ("Seller"), and Nexstar Finance, L.L.C. ("Buyer").

**WHEREAS**, Seller and Buyer are parties to a certain Purchase Agreement dated October 13, 2003 (the "Purchase Agreement"); and

**WHEREAS**, Seller is a party to each of the Leases (as defined in the Purchase Agreement);

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to assign the Leases to Buyer and Buyer has agreed to accept such assignment and assume certain of Seller's obligations and liabilities under the Leases.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**1. ASSIGNMENT.** Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the Leases.

**2. ASSUMPTION.** Buyer hereby accepts the foregoing assignment. Except as otherwise set forth in the Purchase Agreement, Buyer hereby assumes and agrees to pay, perform and be bound by all of the covenants, terms and obligations contained in the Leases to be performed by Seller thereunder and accruing with respect to the operation of the Station from and after the date hereof.

**3. THE PURCHASE AGREEMENT.** This Assignment and Assumption of Leases is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment and Assumption of Leases shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Seller or Buyer contained in the Purchase Agreement.

**4. THIRD PARTY CONSENTS.** Seller, for itself and its successors and assigns, covenants and agrees that in the event there are any Leases otherwise covered by this Assignment and Assumption of Leases which cannot be transferred or assigned by it without the consent of or notice to a third party and with respect to which any necessary consent or notice has not at the date of delivery of this Assignment and Assumption of Leases been given or obtained, the beneficial interest in and to, and the obligations and liabilities under, the same shall in any event pass hereby to Buyer as of the Closing Date who shall perform all such obligations and assume all such liabilities; and Seller, for itself and its successors and assigns, covenants and agrees (i) to hold, and hereby declares that it

holds, such Leases in trust for and for the benefit of Buyer, its successors and assigns, and (ii) to use its commercially reasonable efforts to obtain all consents and approvals required from third Persons as soon as reasonably possible. Anything to the contrary in this Assignment and Assumption of Leases notwithstanding, Seller shall not be required to pay any fees or provide or deliver any other consideration to any such Person in order to obtain such consent, approval or transfer.

**5. BENEFIT.** This Assignment and Assumption of Leases is intended solely to benefit the parties and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

**IN WITNESS WHEREOF**, the parties have executed this Assignment and Assumption of Leases as of the date first above written.

**"BUYER"**

**NEXSTAR FINANCE, L.L.C.**

By: \_\_\_\_\_  
Name: Perry Sook  
Title: President

**"SELLER"**

**JDG TELEVISION, INC.**

By: \_\_\_\_\_  
Name: John W. Griffin  
Title: President

**SELLER CLOSING CERTIFICATE**

I, John W. Griffin, do hereby certify in my official capacity and not individually that:

1. I am the duly elected, qualified and acting President of JDG Television, Inc. ("Seller").

2. I am familiar with the terms of the Purchase Agreement dated September 29, 2003 (the "Purchase Agreement") by and among Seller and Nexstar Finance, L.L.C. ("Buyer").

3. I make this Certificate on behalf of Seller pursuant to the provisions of Section 2.3(a) of the Purchase Agreement with the intention that it shall be relied upon by Buyer.

4. Attached hereto as Annex "A" is a true and correct copy of resolutions duly adopted by \_\_\_\_\_ of Seller dated \_\_\_\_\_, 200\_\_\_. The resolutions set forth in Annex "A" were duly adopted and have not been amended or revoked and are now in full force and effect.

5. The persons named below are, as of the date hereof, duly elected and qualified officers of Seller, holding the respective offices set forth opposite their names below, and their signatures are set forth opposite their names below:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
John W. Griffin	President	_____
Fern Sallee	Secretary	_____

**IN WITNESS WHEREOF**, I have executed this Certificate in my official capacity as of this \_\_\_\_th day of \_\_\_\_\_, 200\_\_.

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Title: Secretary

I, John W. Griffin, President of Seller, do hereby certify that Fern Saltee is the duly elected and qualified Secretary of Seller, and that the signature appearing above is her genuine signature.

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Title: President

**SELLERS' PERFORMANCE CERTIFICATE**

I, John W. Griffin, do hereby certify in my official capacity and not individually that:

1. I am the duly elected, qualified and acting President of JDG Television, Inc. ("Seller").
2. I am familiar with the terms of the Purchase Agreement dated October 13, 2003 (the "Purchase Agreement") by and among Seller and Nexstar Finance, L.L.C. ("Buyer").
3. I make this Certificate on behalf of Seller pursuant to the provisions of Section 2.3(a) of the Purchase Agreement with the intention that it shall be relied upon by Buyer.
4. Seller has performed and complied with all of their material obligations under the Purchase Agreement and the TBA (as defined in the Purchase Agreement) which are to be performed or complied with by them prior to or on the date hereof.
5. The representations and warranties made by Seller are true and correct as of the date hereof with the same force and effect as though such representations and warranties had been made on the date hereof, except for (A) matters which have not had and could not reasonably be expected to have a Material Adverse Effect (as defined in the Purchase Agreement) and (B) changes permitted or contemplated by the Purchase Agreement, or contemplated or effected as a result of the TBA or Buyer's operations, activities, acts or omissions with respect to the Stations (as defined in the Purchase Agreement).



**IN WITNESS WHEREOF**, I have executed this Certificate in my official capacity as of this \_\_\_\_th day of \_\_\_\_\_, 2004.

**JDG TELEVISION, INC.**

By: \_\_\_\_\_  
Name: John W. Griffin  
Title: President