

UNWIND AGREEMENT

THIS UNWIND AGREEMENT (the “Agreement”) is made as of July 15, 2018, by and between Huntsville TV, LLC, a Virginia limited liability company (“Seller”), and Nexstar Broadcasting, Inc., a Delaware corporation (“Buyer”).

WHEREAS, this Agreement is entered into in connection with that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), by and between Seller, Buyer, and, for purposes of Sections 4.8 and 4.18 of the Purchase Agreement only, Minor Hill Holdings, LLC, a Virginia limited liability company, with respect to the purchase and sale of the broadcast television station WHDF, Florence Alabama (the “Station”);

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement;

WHEREAS, Seller and Buyer have agreed to proceed with the Initial Closing under the Purchase Agreement and the transfer of the Initial Closing Assets contemplated thereby and wish to make provision for the possibility that the FCC may not grant the FCC Consent to the assignment by Seller to Buyer of the FCC License, or that the Purchase Agreement may otherwise be terminated prior to the Second Closing; and

WHEREAS, if the FCC Consent is granted after the Initial Closing, Seller and Buyer have agreed to proceed with the Second Closing under the Purchase Agreement and the transfer of the Assets contemplated thereby and wish to make provision for the possibility that the FCC Consent may not become a Final Order (as defined below) and/or that the FCC or any court of competent jurisdiction may require Seller and Buyer to unwind the sale and purchase of the Assets after the Second Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and consistent with the Purchase Agreement, Seller and Buyer agree as follows:

1. Closing. The Initial Closing is occurring on the date hereof subject to the provisions hereof. Seller and Buyer are making their respective deliveries set forth in the Purchase Agreement, and taking such other actions as may be necessary to close the Buyer’s purchase of the Initial Closing Assets, including, without limitation, the execution and delivery of this Agreement.
2. FCC Denial. If the FCC Consent is not granted or, after grant, is overturned, reversed, rescinded, set aside or otherwise rendered ineffective by a non-appealable decision of the FCC or a court of competent jurisdiction requiring a reconveyance of the FCC Licenses to Seller (whether explicitly or by operation of law) (the “FCC Denial”), then, subject to any necessary stay of or relief from the FCC Denial and/or any necessary FCC or court approval, the purchase and sale of the Initial Closing Assets and/or Second Closing Assets pursuant to the Purchase Agreement shall be rescinded (a “Rescission”).
3. Rescission Prior to Second Closing. In the event of a Rescission pursuant to which

the Purchase Agreement is terminated in accordance with its terms prior to the Second Closing, the parties hereto shall cooperate fully and in good faith to make such arrangements as shall be reasonable under then-prevailing circumstances and consistent with the principles set forth herein (including, as appropriate, an assignment of the Initial Closing Assets back to Seller, including, but not limited to, any tangible and intangible assets acquired by Buyer in connection with the operation of the Station between the Effective Time and the Initial Closing Unwind Date (as defined below) to both (i) fully comply with all FCC requirements and (ii) restore Seller, to the greatest extent practicable, with respect to the ownership and the operation of the Station to the status quo prior to the Initial Closing (hereinafter, an “Initial Closing Unwind”). Buyer and Seller shall take the following actions in the event of an Initial Closing Unwind:

- a) Notwithstanding anything to the contrary contained herein or in the Purchase Agreement, the Initial Purchase Price shall be repaid to Buyer.
- b) Any such Rescission shall be consummated on a mutually agreeable date within forty-five (45) days of such FCC Denial (or, if earlier, within the time required by such order or a court of competent jurisdiction) (the “Initial Closing Unwind Date”).
- c) The reconveyance of the Initial Closing Assets shall be by such assignments, bills of sale, deeds and other instruments of transfer and conveyance employed pursuant to the Purchase Agreement to transfer the Initial Closing Assets from Seller and its subsidiary MHH to Buyer on the Initial Closing Date and such other instruments of transfer as may be reasonably necessary to transfer to Seller good and marketable title to such assets and properties, free and clear of all liens and encumbrances as provided herein. All expenses incurred in connection with the reconveyance of the assets, titles, rights and interests shall be borne by the party incurring the same.
- d) As of the Initial Closing Unwind Date, Seller shall assume and undertake to pay, discharge, and perform, insofar as they relate to the period on and after the Initial Closing Unwind Date, and arise out of events occurring on or after the Initial Closing Unwind Date and are not related to Buyer breach thereof, the Initial Assumed Liabilities and any contract obligations or liabilities relating to the operations of the Station that are entered into by Buyer between the Effective Time and the Initial Closing Unwind Date in the ordinary course of business.
- e) Subject to the terms and conditions of the TBA, Buyer shall receive all revenues and shall be responsible for all expenses, costs, and liabilities allocable to the period after the Effective Time and prior to the Initial Closing Unwind Date, and Seller shall receive all revenues and shall be responsible for all expenses, costs, and liabilities allocable to the Initial Closing Unwind Date and the period thereafter.

4. Rescission After Second Closing. In the event of a Rescission after the Second Closing, the parties hereto shall cooperate fully and in good faith to make such arrangements as shall be reasonable under then-prevailing circumstances and consistent with the principles set forth herein (including, as appropriate, an assignment of the Assets back to Seller, including, but not limited to, any tangible and intangible assets acquired by Buyer in connection with the operation of the Station between the Effective Time and the Second Closing Unwind Date (as defined below)

to both (i) fully comply with all FCC requirements and (ii) restore Seller, to the greatest extent practicable, with respect to the ownership and the operation of the Station to the status quo prior to the Second Closing (hereinafter, an “Second Closing Unwind”). Buyer and Seller shall take the following actions in the event of a Second Closing Unwind:

- a) Notwithstanding anything to the contrary contained herein or in the Purchase Agreement, the Purchase Price shall be repaid to Buyer.
- b) [Buyer and Seller shall comply with the terms of Section 2.6(c) of the Purchase Agreement related to the Repack.]
- c) Any such Rescission shall be consummated on a mutually agreeable date within forty-five (45) days of such FCC Denial (or, if earlier, within the time required by such order or a court of competent jurisdiction) (the “Second Closing Unwind Date”).
- d) If the consent of the FCC shall be necessary, notwithstanding the issuance of a Rescission, in order to accomplish the reconveyance of the FCC Licenses from Buyer to Seller as contemplated hereby, within five (5) Business Days of such Rescission, Seller and Buyer shall file with the FCC the necessary applications requesting its consent to such reconveyance of the FCC Licenses to Seller, as contemplated by this Agreement. Seller and Buyer shall cooperate in the preparation of such applications and will diligently take, or cooperate in the taking of, all necessary, desirable and proper steps, provide any additional information required by the FCC and shall use reasonable best efforts to obtain promptly such consent from the FCC. Any application filing fees required to be paid to the FCC in connection with the application shall be borne equally by Seller and Buyer.
- e) The reconveyance of the Assets shall be by such assignments, bills of sale, deeds and other instruments of transfer and conveyance employed pursuant to the Purchase Agreement to transfer the Assets from Seller and its subsidiary MHH to Buyer on the Initial Closing Date or Second Closing Date, as applicable, and such other instruments of transfer as may be reasonably necessary to transfer to Seller good and marketable title to such assets and properties, free and clear of all liens and encumbrances as provided herein. Except for the cost of the FCC application referenced in 4(d) above, all expenses incurred in connection with the reconveyance of the assets, titles, rights and interests shall be borne by the party incurring the same.
- f) As of the Second Closing Unwind Date, Seller shall assume and undertake to pay, discharge, and perform, insofar as they relate to the period on and after the Second Closing Unwind Date, and arise out of events occurring on or after the Second Closing Unwind Date and are not related to Buyer breach thereof, the Assumed Liabilities and any contract obligations or liabilities relating to the operations of the Station that are entered into by Buyer between the Effective Time and the Second Closing Unwind Date in the ordinary course of business.
- g) Subject to the terms and conditions of the TBA, Buyer shall receive all revenues and shall be responsible for all expenses, costs, and liabilities allocable to the period after the Effective Time and prior to the Second Closing Unwind Date, and Seller shall receive all

revenues and shall be responsible for all expenses, costs, and liabilities allocable to the Second Closing Unwind Date and the period thereafter.

5. Seller Actions. During the period from and after the Initial Closing Date, to and including the Initial Closing Unwind Date, Seller agrees to take no action which could in any material manner impair, interfere with, or delay Seller's ability to perform its obligations set forth herein in the event of a Rescission, including (but not limited to) causing or permitting itself to be terminated, dissolved or wound up. During the period from and after the Second Closing Date, to and including the Second Closing Unwind Date, Seller agrees to take no action which could in any material manner impair, interfere with, or delay Seller's ability to perform its obligations set forth herein in the event of a Rescission, including (but not limited to) causing or permitting itself to be terminated, dissolved or wound up. Notwithstanding the foregoing, in the event of a Rescission after the Second Closing Date, if Seller's limited liability company existence and good standing and/or authorization to do business have been terminated, dissolved or lapsed, Seller hereby covenants and agrees to promptly take all actions necessary to revive such existence and good standing and/or authorization prior to reconveyance to Seller of the Assets.

6. Purchase Agreement.

- a) This Agreement shall not affect the Purchase Agreement or any other agreement, document or transaction involved in the Initial Closing or the Second Closing under the Purchase Agreement.
- b) This Agreement and the rights and obligations of the parties hereto shall be subject to the rules, regulations, policies and directives of the FCC. To the extent any of the actions contemplated herein are inconsistent with any statute, law or any FCC order, rule or regulation, the parties agree to conform this Agreement to the FCC's requirements.

7. No Deprivation of Rights. This Agreement shall not be construed to deprive either Buyer or Seller of any rights that it may have at law or in equity following an Initial Closing Unwind or Second Closing Unwind, and no action taken by Buyer or Seller in effectuating the Initial Closing Unwind or Second Closing Unwind shall be deemed to be any admission, waiver or abandonment of rights otherwise held by such party.

8. Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Notices. All notices required to be given under this Agreement shall be given in conformance with Section 11.5 of the Purchase Agreement.

10. Amendment. This Agreement shall not be amended or modified in any manner except by written document executed by all parties hereto.

11. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of New York, excluding the choice of law rules thereof.

12. Further Cooperation. Seller and Buyer hereby agree, from and after the date hereof, without further consideration, upon the request of either party or its respective successors and

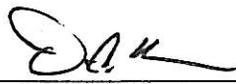
assigns, to execute such other documents and to take or cause to be taken such other actions as such requesting party or its successors may reasonably require in order to obtain the full benefit of this Agreement and the parties' obligations hereunder.

13. Counterparts. This Agreement may be executed in multiple counterparts, and by facsimile transmission or electronic mail in pdf form, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

14. Termination; Disputes. This Agreement shall automatically terminate upon the date on which the FCC Consent to the assignment of the FCC Licenses to Buyer shall have become a final order, as such as understood under the FCC's rules ("Final Order"). In the event of a dispute between Buyer and Seller as to whether the FCC Consent has become a Final Order or whether a Rescission has occurred, the parties shall select a mutually acceptable nationally recognized independent law firm with substantial experience practicing before the FCC that does not then have a relationship with Seller or Buyer or any of their respective affiliates (the "Independent Firm") to resolve the disagreement and make a determination with respect thereto as promptly as practicable; provided that if Seller and Buyer cannot agree, the Independent Firm shall be selected by a law firm designated by Buyer and a law firm designated by Seller. The determination by the Independent Firm on the matter shall be binding. The fees and expenses of the Independent Firm shall be paid in full by the non-prevailing party.

IN WITNESS WHEREOF, the parties hereto have caused this Unwind Agreement to be duly executed as of the day and year first written above.

HUNTSVILLE TV, LLC

By: 
Name: David A. Hanna
Title: President

NEXSTAR BROADCASTING, INC.

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

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