

August 7, 2020

Via Overnight Delivery

Mr. Timothy Sheehan
WNAC, LLC
470 Atlantic Avenue, Floor 4
Boston, MA 02210

Re: Notice of Assignment and Assumption of Option Sale Agreement

Dear Mr. Sheehan:

Reference is made to that certain Option Agreement, dated as of May 30, 2003, as amended, by and between WNAC, LLC ("WNAC") and Nexstar Broadcasting, Inc., as successor-in-interest to LIN Television Corporation ("Nexstar") (the "Option Agreement"). Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the Option Agreement.

Nexstar hereby notifies WNAC that it has entered into that certain Assignment and Assumption Agreement (the "Assignment Agreement"), dated as of the date hereof, by and between Nexstar and Mission Broadcasting, Inc., a Delaware corporation ("Mission") pursuant to which Mission has assumed all rights, title and interest in Option Agreement in accordance with Section 12.1 of the Option Agreement. Nexstar acknowledges its obligation to guarantee the obligations of Mission hereunder and thereunder. A copy of the Assignment Agreement is attached hereto as Exhibit A.

Please let me know any questions.

Very truly yours,

By: 

Name: Thomas E. Carter

Title: Chief Financial Officer

With a copy to:

Anne Swanson
Wilkinson Barker Knauer
1800 M Street, NW
Suite 800
Washington DC 20036

EXHIBIT A

Assignment and Assumption Agreement (attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Agreement”), dated as of August 7, 2020 is made and delivered by and between Nexstar Broadcasting, Inc., a Delaware corporation (“Assignor”), and Mission Broadcasting, Inc. (“Assignee”), pursuant to, and subject to the terms of, that certain Option Agreement, dated as of May 30, 2003, as amended, by and between Assignor and WNAC, LLC, a Rhode Island limited liability company (the “Option Agreement”) and attached hereto as Exhibit A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Option Agreement.

RECITALS

WHEREAS, pursuant to Section 12.1 of the Option Agreement, Assignor desires to assign the Option Agreement to Assignee, and Assignee desires to accept such assignment of the Option Agreement from Assignor and to assume Assignor’s obligations under the Option Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

ARTICLE I ASSIGNMENT AND ASSUMPTION

1.1 Assignment and Assumption. Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee any and all right, title and interest of the Assignor in, to and under the Option Agreement, and Assignee hereby accepts such transfer, assignment and conveyance and agrees to perform and discharge all of Assignor’s obligations under the Option Agreement from and after the date hereof in accordance with the terms thereof.

ARTICLE II MISCELLANEOUS

2.1 Amendment and Application. No provision of this Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all of the parties to this Agreement.

2.2 Option Agreement Controls. All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Option Agreement are set forth in the Option Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Option Agreement, the provisions of the Option Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties contained in the Option Agreement.

2.3 Representations and Warranties. Each party represents and warrants to the other party that (a) this Agreement is a legal, valid and binding obligation of such party, and (b) it

has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

2.4 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.


2.5 Counterparts. This Agreement may be executed and delivered in counterparts by means of portable data format (.pdf) or electronic transmission, any of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

2.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state.

[SIGNATURE PAGE FOLLOWS]

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

NEXSTAR BROADCASTING, INC.,
a Delaware corporation

By: 
Name: Thomas E. Carter
Title: Chief Financial Officer

MISSION BROADCASTING, INC.,
a Delaware corporation

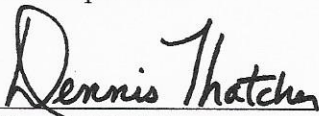
By: 
Name: Dennis Thatcher
Title: President

EXHIBIT A

Option Agreement

Mission Broadcasting, Inc.
901 Indiana Avenue
Suite 375
Wichita Falls, TX 76301

August 7, 2020

Via Overnight Delivery

Mr. Timothy Sheehan
WNAC, LLC
470 Atlantic Avenue, Floor 4
Boston, MA 02210

Re: Exercise Notice of Option Agreement

Dear Mr. Sheehan:

Reference is made to that certain Option Agreement (the "Option Agreement"), dated as of May 30, 2003, as amended, by and between WNAC, LLC and Nexstar Broadcasting, Inc., as successor-in-interest to LIN Television Corporation ("NBI"), as assigned by NBI to Mission Broadcasting, Inc. ("Mission") pursuant to that certain Assignment and Assumption Agreement, dated as of the date hereof, by and between NBI and Mission. Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the Option Agreement.

Pursuant to Section 1.2 of the Option Agreement, Mission hereby exercises the Option in accordance with the terms set forth in the Option Agreement. Please provide Mr. Greg Masters of Wiley with the application login information as soon as reasonably practicable.

Please let me know any questions.

Very truly yours,

By: Dennis Thatcher
Name: Dennis Thatcher
Title: President

With a copy to:

Anne Swanson
Wilkinson Barker Knauer
1800 M Street, NW
Suite 800
Washington DC 20036