

AMENDMENT TO SHARED SERVICES AGREEMENT

This Amendment, dated as of January 1, 2015, by and between Nexstar Broadcasting, Inc. ("Nexstar") and White Knight Broadcasting of Shreveport, Inc. ("White Knight"), is to that certain Shared Services Agreement dated as of October 4, 2007 (the "Agreement") by and between White Knight and ComCorp of Texas, Inc. and Communications Corporation of America (collectively "CCA").

WHEREAS, CCA and White Knight are also parties to an Advertising Representation Agreement (the "Ad Rep Agreement") dated October 4, 2007;

WHEREAS, Nexstar is the successor-in-interest by merger to CCA and has assumed all of CCA's rights and obligations under the Agreement and the Ad Rep Agreement;

WHEREAS, the parties hereto desire to amend the Agreement for their mutual benefit as more fully set forth herein.

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

1. All references in the Agreement to CCA Sub and/or Parent shall mean "Nexstar" and all references to CCA Sub Personnel shall mean "Nexstar Personnel."
2. Paragraph 2.2.3 (Provided Programming Commercial Time) is hereby deleted in its entirety and replaced with the following:
"2.2.3 Provided Programming Commercial Time. Subject to the prior approval of Station Owner, Nexstar may determine the amount and duration of commercial advertising and promotional time to be provided during the broadcast of the Provided Programming ("Provided Programming Commercial Time"). The Provided Programming Commercial Time shall be sold by Nexstar pursuant to the terms of the Ad Rep Agreement."
3. The second sentence of Paragraph 3.3 (Control) is hereby deleted in its entirety and replaced with the following:
"Nothing contained herein shall give Nexstar any right to control the management, programming, finances, editorial policies, personnel, facilities or any other matter relating to KSHV."
4. Paragraph 4.1 (Services Fee) is hereby deleted in its entirety and replaced with the following:
"4.1 Services Fee. Commencing on January 1, 2015 (the "Effective Date") and continuing through December 31, 2015, the Services Fee [REDACTED]. On the first anniversary of the Effective Date (the "Anniversary Date"), and on each Anniversary Date thereafter, the Service Fee [REDACTED]. The Services Fee will be payable monthly in arrears, and will pro-rated for any partial month."
4. Paragraph 5.2 (Events of Termination) is hereby deleted in its entirety and replaced with the following:

“5.2 Events of Termination. Notwithstanding Section 5.1, this Agreement shall terminate (i) at the option of Nexstar upon the consummation of the Sale, assignment, transfer or other disposition, directly or indirectly, to a party that is not an Affiliate of Station Owner of all or substantially all of KSHV’s assets; (ii) by mutual written consent of the Parties; (iii) at the option of any Party in the event that the FCC revokes or fails to renew the main television broadcast authorization of either Party and such Party has exhausted all appeals before the FCC and any court with jurisdiction over such action; and (iv) at the option of any Party in the event of a material breach of this Agreement by the other Party (provided the terminating Party is not then in breach), which breach is not cured within thirty (30) days of written notice thereof to the breaching Party.”

5. Paragraph 8.10 (Notice) is hereby amended to delete the CCA Sub/Parent address and substitute the following notice address with respect to Nexstar:

If to Nexstar to:

Nexstar Broadcasting Group, Inc.
545 E. John Carpenter Freeway
Suite 700
Irving, TX 75062
Attention: Chief Executive Officer
Telephone: (972) 373-8800
Telecopier: (972) 373-8888

With a copy to General Counsel at the same address.

And is further amended to substitute the following:

If to White Knight to:

White Knight Broadcasting of Shreveport, Inc.
3316 Willow Glen Drive
Oak Hill, VA 20171
Attention: Anthony Malara, III
Telephone: (703) 359-7605
Telecopier: (703) 253-2053

With a copy to:

Cozen O’Connor
277 Park Avenue
New York, NY 10172
Attention: Stuart Shorenstein
Telephone: (212) 883-4923
Telecopier: (866) 316-9689


6. The following definitions are hereby deleted from Appendix A: CCA Sub, CCA Sub Personnel, Priority Capital Expenditures and Priority Obligations.
7. Schedule 4.1 is hereby deleted in the entirety.
8. All references to television station KMSS-TV shall be revised to be a reference to KTAL-TV licensed to Nexstar by the FCC.

9. Except as explicitly provided for herein, with this Amendment, the Amendment to the Ad Rep Agreement dated as of the date hereof and the Facilities Lease dated as of the date hereof constituting the entire agreement between the parties hereto with respect to the subject matter hereof, the Agreement and the Ad Rep Agreement shall remain in full force and effect without modification thereto and are hereby ratified in full.
10. This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument and may be made by exchange of copies of the signature page by electronic or facsimile transmission.


****Signature Page Follows****

IN WITNESS WHEREOF, the parties have executed this Amendment to Shared Services Agreement as of the date first written above.

**WHITE KNIGHT BROADCASTING OF
SHREVEPORT, INC.**

By: 
Name: Anthony J. Malara, III
Title: President

NEXSTAR BROADCASTING, INC.

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