

**SECOND AMENDMENT TO JOINT MARKETING
AND PROGRAMMING AGREEMENT**

This Second Amendment to Joint Marketing and Programming Agreement is made by and between Nexstar Media Inc. ("Programmer") and Mission Broadcasting, Inc. ("Licensee").

WHEREAS, Programmer (an indirect assignee of Clear Channel Television, Inc.) and Licensee (an indirect assignee of WNAC Argyle Television, Inc.) are parties to a Joint Marketing and Programming Agreement ("JMPA") dated as of June 10, 1996, as amended by that certain Asset Purchase Agreement Smith Acquisition Company and its affiliates and LIN Television corporation dated as of January 31, 2001 ("APA"), as amended by that certain First Amendment dated May 30, 2003 ("First Amendment"), that certain renewal of JMPA dated June 10, 2006 and that First Amendment to Renewal of JMPA dated August 31, 2007 ("First Amendment to Renewal"), each with respect to television broadcast station WNAC, Providence, Rhode Island (the "Station").

WHEREAS, the JMPA contains certain terms that have been rendered invalid by Licensee's acquisition of the Station.

WHEREAS, the JMPA currently is scheduled to expire on June 10, 2022.

WHEREAS, the JMPA is of mutual benefit to Programmer and Licensee and the parties desire to amend and extend the JMPA on the terms set forth herein for their mutual benefit.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereby amend the TBA as follows:

1. JMPA Expiration Date. The parties hereby agree to extend the JMPA for an additional term of eight (8) years, until June 10, 2030 and further agree that the JMPA shall be automatically renewed for an additional eight-year period unless either party shall provide written notice of its intent not to renew no later than the close of business on January 10, 2030.
2. Deleted Provisions. Section 2.6(b), Section 4.3, Section 4.4 and Section 4.5 of the JMPA and the First Amendment to Renewal are each hereby deleted in their entirety. All references to the Buy-Sell Agreement/Right of First Refusal is deleted in its entirety. In addition, Schedule B to the JMPA and Exhibit A to the APA, and are each terminated effective as of the date hereof.
3. Station Revenues. Programmer shall be entitled to receive all revenues of the Station, including but not limited to, programming, sales, creative services, website, retransmission and distribution, and tower revenues.
4. Licensee Expense Reimbursement. 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.

5. Termination Rights.

(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.


6. Reaffirmation, No Other Amendment. Except as expressly provided herein, the Existing Agreement is not amended, modified or affected by this Second Amendment, and the Existing Agreement and the rights and obligations of the parties hereto thereunder are hereby ratified and confirmed.

7. Counterparts. This Second Amendment 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.

Signature Page Follows

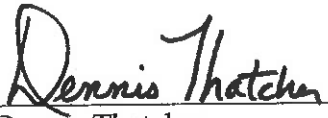
IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Amendment as of the day and year first written above.

NEXSTAR MEDIA INC.

By: 

Thomas E. Carter
President

MISSION BROADCASTING, INC.

By: 

Dennis Thatcher
President