AMENDMENT TO PROGRAM SERVICES, PURCHASE OPTION AND LEASE AGREEMENT

This Amendment to Program Services, Purchase Option and Lease Agreement is made this 13th day of June 2014 ("Amendment"), by and between Nexstar Broadcasting, Inc. ("Nexstar") and Parker Broadcasting of Colorado, LLC ("Parker"). Capitalized terms not otherwise defined in this Amendment will have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, Hoak Media of Colorado, LLC ("Hoak") is an assignee of Withers and Parker is an assignee of Rees to that certain Program Services, Purchase Option and Lease Agreement with respect to television station KFQX, Grand Junction, Colorado (the "Station") dated as of August 23, 1994 by and between John Harvey Rees ("Rees") and W. Russell Withers, Jr. d/b/a Withers Broadcasting Company, ("Withers") as amended by (i) letter agreement dated August 30, 1994, (ii) Addendum to Program Services, Purchase Option and Lease Agreement dated April 28, 1999, (iii) Amendment to Program Services, Purchase Option and Lease Agreement dated October 10, 2003, and (iv) Amendment to Program Services, Purchase Option and Lease Agreement dated January 31, 2005 (collectively, the "Agreement");

WHEREAS, Nexstar is the buyer under a Purchase Agreement dated as of December 18, 2013 pursuant to which Nexstar is purchasing all of the equity interests of Hoak from Gray Television Group, Inc.;

WHEREAS, Mission Broadcasting, Inc. ("Mission") is the assignee buyer under a Purchase Agreement dated November 20, 2013 between Parker Broadcasting, Inc. and Excalibur Broadcasting, LLC ("Excalibur"), as amended by that certain Second Amendment to Purchase Agreement and Partial Assignment And Assumption (Grand Junction) dated May 27, 2014 (the "Parker Agreement");

WHEREAS, on the date hereof, Nexstar is purchasing all of the equity interests of Hoak and assuming Hoak's obligations under the Agreement; and

WHEREAS, on the date hereof, Mission is making a down payment under the Parker Agreement; and

WHEREAS, Nexstar and Parker intend that the Agreement remain in effect with certain changes.

NOW THEREFORE, for and in consideration of the foregoing, Nexstar and Parker hereby amend the Agreement as follows:

1. Section 1.2 of the Agreement (Term) shall be amended as necessary to provide that unless otherwise terminated by either party, upon the expiration of the current term, the term of this Agreement shall be extended for an additional eight (8) year term.

2. Section 1.3(a) of the Agreement (Consideration) is revised to state: "(a) As consideration for the Owner permitting the Programmer to broadcast the Programmer's programming on the Station pursuant to the terms of this Agreement, Programmer shall pay to Owner (i) a monthly operating expense fee ("Expense Fee") for reimbursement of the Station's operating expenses, in respect of the Station operating expenses, which the parties acknowledge that as of the date hereof is $13,750 plus (ii) effective June 13, 2014, a monthly management fee ("Management Fee"), which shall be payable on the first day of each month during the term of the Agreement, of $2,083.33; provided, however, if Parker remains the licensee of the Station, (v) effective as of June 13, 2015, the Management Fee shall increase to $2,500.00 per month; (w) effective as of June 13, 2016, the Management Fee shall increase to $2,916.66 per month; (x) effective as of June 13, 2017, the Management Fee shall increase to $3,333.33 per month; (y) effective as of June 13, 2018, the Management Fee shall increase to $3,750.00 per month; and (z) effective as of June 13, 2019, the Management Fee shall increase to $4,166.66 per month. For purposes of clarity, there shall be no further increases in the Management Fee after June 13, 2019; and the parties agree that Owner may request, and the Programmer shall pay, an adjustment of the Expense Fee as necessary to reimburse Owner for Station operating expenses. The Expense fee shall be adjusted as provided in the invoices (or such other documentation as the parties reasonably agree) provided to Programmer reflecting such additional operating expenses. The Expense Fee and Management Fee shall be which shall be payable on the first day of each month during the term of the Agreement pro-rated for any partial month."

3. Section 5 of the Agreement (Termination and Remedies Upon Default) shall be deleted in its entirety and replaced with the following: "In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by 30 days' prior written notice to the other party upon the occurrence of:

(a) Termination Upon Order of Governmental Authority. A "Governmental Termination Event" will occur if any court or federal, state or local government authority (including the FCC) orders or takes any action which becomes effective and which requires the termination or material curtailment of the Broker's activities with respect to the Station pursuant to this Agreement; provided that such order or action will no longer constitute a Governmental Termination Event if such action or order is subsequently stayed or ceases to be effective. If any court or federal, state or local government authority announces or takes any other action or proposed action which could result in a Governmental Termination Event, then either the Broker or the Owner may seek administrative or judicial relief therefrom (in which event the other of them will cooperate with such effort in any reasonable manner requested) and consult with such agency and its staff concerning such matters and, in the event that this Agreement is not terminated, use their reasonable best efforts and negotiate in good faith a modification to this Agreement which would obviate any such questions as to validity while preserving, to the extent possible, the intent of the parties and the economic and other benefits of this Agreement and the Parker Agreement and the portions thereof the validity of which are called into question. If a Governmental Termination Event occurs, then the Term will continue until the date upon which the activities of the Broker and the Owner are required to be ceased, as mandated by the agency or authority which brought about such Governmental Termination Event.

(b) Breach. If either party is in material breach of its obligations hereunder and has failed to cure such breach within thirty days after receipt from the other party of written notice thereof (provided, however, if the breach is one that cannot be cured with reasonable diligence within 30 days and the breaching party is diligently attempting to cure such breach, then the non-breaching party may not terminate this Agreement for so long as the breaching party is diligently seeking to cure such breach. Notwithstanding the foregoing, neither party may terminate this Agreement while such party is in breach of the Agreement itself."

(c) Programmer's Termination. Programmer may terminate the Agreement at its sole option upon sixty (60) days' prior written notice to Owner.

4. Section 8.1 of the Agreement (Terms of Option) is hereby amended to provide that the consideration for the purchase of the assets of the Station shall be $800,000.

5. Section 8.2 of the Agreement (Exercise of Option) is hereby deleted in its entirety and amended to read: "The purchase option granted to Programmer pursuant to this Section shall be exercisable by Programmer giving written notice to Owner in the manner specified in Section 10.7 hereof any time after the date hereof until the expiration of this Agreement. Upon receipt of said notice, Programmer and Owner shall, within fifteen (15) days thereof, prepare and file with the FCC an application for the assignment or transfer of the Station's licenses to Programmer or Programmer's assignee. All filing fees associated with such application shall be paid by Programmer. Thereafter, Owner and Programmer shall take all actions necessary or appropriate to complete the transaction as expeditiously as possible."

6. The Agreement as amended by this Amendment constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior understandings and agreement with respect thereto. This Amendment supersedes any inconsistent provisions contained in the Agreement. Except as amended hereby, the Agreement remains in full force and effect.

7. This Amendment will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

8. Any term or provision of this Amendment that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions of this Amendment or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9. The Parties have participated jointly in the negotiation and drafting of this Amendment. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

10. This Amendment may be executed by facsimile or electronic .pdf signature and 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.

Signature Page Follows

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

PARKER BROADCASTING OF COLORADO, LLC

By:
Name: BARRY PARKER
Title: PRESIDENT

NEXSTAR BROADCASTING, INC.

By: ______________________________
Name:
Title:

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

PARKER BROADCASTING OF COLORADO, LLC

By: ____________________________
Name:
Title:

NEXSTAR BROADCASTING, INC.

By: ____________________________
Name:
Title:

Elizabeth Ryder
Senior Vice President
& General Counsel