

**AGREEMENT**

This Agreement is made this 31st day of December, 2001, by and among GOCOM Broadcasting of Joplin, LLC, a Delaware limited liability company ("Operator"), GOCOM of Joplin License Sub, LLC, a Delaware limited liability company ("Licensee" and collectively with Operator, "GOCOM"); and Nexstar Broadcasting of Joplin, L.L.C., a Delaware limited liability company ("Nexstar"), and solely for the purposes of Sections 4, 6 and 8 below, Nexstar Broadcasting Group, L.L.C. ("Nexstar Group").

**WHEREAS**, GOCOM is the owner and operator of television broadcast station KODE-TV, Joplin, Missouri, and the assets relating thereto ("KODE"), pursuant to authorizations and permits issued by the Federal Communications Commission ("FCC") to Licensee.

**WHEREAS**, contemporaneously with this Agreement, GOCOM and Mission Broadcasting of Joplin, Inc., a Delaware corporation ("Mission") are entering into (i) a Purchase and Sale Agreement dated as of the date hereof pursuant to which, subject to FCC approval, Mission is purchasing from GOCOM substantially all of the assets used and useful in the operation of KODE (the "Purchase Agreement") and (ii) a Time Brokerage Agreement dated as of the date hereof pursuant to which Mission will provide programming to KODE and sell advertising time related to such programming (the "TBA" and, collectively with the Purchase Agreement, the "Transaction Agreements"). Unless the context shall otherwise require, capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Purchase Agreement.

**WHEREAS**, Nexstar is the owner of television broadcast station KSNF-TV, Joplin, Missouri ("KSNF"), and Nexstar Group is a parent entity of Nexstar.

**WHEREAS**, effective at such time as the FCC has released public notice of its grant of the assignment of KODE's FCC licenses to Mission under the Purchase Agreement (the "FCC Grant"), Nexstar and Mission have agreed to share certain facilities and services pursuant to a Shared Services Agreement in a form attached hereto as Exhibit A ("SSA"), which form has been approved by GOCOM.

**WHEREAS**, as an inducement to GOCOM entering into the Transaction Documents, Nexstar and Nexstar Group have agreed to execute and deliver this Agreement to GOCOM.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Nexstar agrees that it shall (i) not enter into the SSA until the FCC Grant occurs, (ii) not amend, modify or waive any material terms or conditions of the SSA prior to the consummation of the Closing (as defined in the Purchase Agreement), without GOCOM's prior written approval, such approval not to be unreasonably withheld, and (iii) comply with the terms of the SSA applicable to it.

2. Nexstar and, with respect to Section 2(f) below, Nexstar Group represent, warrant and covenant to GOCOM as of the date hereof, as follows:

(a) The SSA and all activities, actions, operations and transactions pursuant thereto will comply in all respects with the Communications Act of 1934, as amended, and the published rules and policies of the FCC (collectively, the “Communications Laws”) and all other applicable federal, state and local laws, statutes, ordinances, rules and regulations, and all applicable court or administrative orders or processes, and Nexstar shall not take any action that would cause GOCOM, KODE, or, in respect of KODE, Nexstar or Mission to violate or conflict with any Communications Laws or any other such laws, statutes, ordinances, rules, regulations, orders or processes;

(b) Neither the execution, delivery or performance of the SSA in accordance with its terms by Nexstar nor the consummation of any transaction contemplated by the SSA will, with or without the giving of notice, or the lapse of time or both, or otherwise:

(i) conflict with, result in a breach of, or constitute a default under (in each case to the extent a consent has not been received thereunder), any material contract, agreement, arrangement, commitment or plan to which Nexstar is a party or by which Nexstar is bound; or

(ii) result in the creation of any Lien upon any of the Purchased Assets; or

(iii) require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any court or governmental or public agency or other authority, including, without limitation, the FCC.

(c) Nexstar acknowledges and agrees that it shall not have access to or use of any of the assets, properties or facilities of GOCOM or KODE (including, without limitation, KODE's studio, production, sales and administrative facilities and sales and other records) unless and until the SSA shall become effective and then only in accordance with the terms and conditions of the Purchase Agreement, SSA, the TBA and this Agreement. Nexstar further acknowledges and agrees that it shall not have any right to combine or consolidate KSNF's operations or activities (including, without limitation, sales or programming efforts or activities) with those of KODE, unless and until the SSA shall become effective and then only in accordance with the terms and conditions of the Purchase Agreement, SSA, the TBA and this Agreement;

(d) Upon and after the effectiveness of the SSA, Nexstar shall use due care in the use of any assets, property or facilities of GOCOM, shall not commit waste or cause any damage with respect thereto, and shall not remove any of GOCOM's assets, properties or facilities from the current locations thereof. Upon termination of the TBA except pursuant to the consummation of the Closing, Nexstar shall return or guarantees that Mission shall return GOCOM's assets, properties and facilities in the condition such assets, properties and facilities were in as of the date of the TBA, ordinary wear and tear excepted;

(e) Nexstar agrees that it will not enter into any contracts or arrangements or otherwise bind or obligate KODE or GOCOM without the prior written consent of GOCOM; and

(f) Nexstar is a wholly-owned, indirect subsidiary of Nexstar Group. Nexstar Group is a parent entity of Nexstar.

3. Notwithstanding any provision of this Agreement or the Transaction Agreements to the contrary, none of the following shall be deemed (i) a breach of GOCOM's agreements or covenants under Section 6.2 of the Purchase Agreement or under the TBA or of the representations and warranties contained in Article IV of the Purchase Agreement, or (ii) a failure of any of the conditions set forth in Article VII of the Purchase Agreement to be satisfied: any fact or circumstance which occurs as a result of any action or omission to act of Nexstar pursuant to the SSA, or by virtue of Nexstar's activities or operations with respect to KODE.

4. Nexstar Group and Nexstar shall, and shall cause their affiliates to, use reasonable efforts to cause Parent, GOCOM and the Parent's other direct and indirect subsidiaries (collectively, the "Subsidiaries") to be released and discharged, effective as of the consummation of the Closing, from any and all (i) liabilities and obligations accruing or arising following the Closing under and in respect of any or all of the SpectraSite Agreements (not including liabilities and obligations which relate to any property not included in the Purchased Assets), including, without limitation, as set forth in Section 7.14 of the Master Site Lease Agreement that is part of the SpectraSite Agreements, and (ii) the joint and several liability of the Parent, GOCOM, and the Subsidiaries for all of the liabilities and obligations (not including liabilities and obligations which relate to the period prior to the Closing or relate to any property not included in the Purchased Assets) of each such party under the SpectraSite Agreements (including, without limitation, the Site Agreements that are part thereof) (such release and discharge, the "SpectraSite Release"). Such reasonable efforts of Nexstar Group and Nexstar shall include, without limitation, Nexstar Group guarantying, in form and substance reasonably acceptable to SpectraSite, the obligations and liabilities under the SpectraSite Agreements to be assumed by Mission as required by the Purchase Agreement and taking such action and providing such information and documentation, including financial statements, and executing and delivering such additional documents and instruments, as SpectraSite may reasonably request.

5. Nexstar agrees to indemnify and hold harmless GOCOM, the Parent and the other Seller Indemnified Parties from, against and in respect of any and all Losses which Seller Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) any breach of the representations and warranties of Nexstar contained in this Agreement;

(ii) any failure by Nexstar Group or Nexstar to perform or otherwise fulfill or comply with any covenant, undertaking, agreement or obligation to be performed, fulfilled, or complied with by Nexstar under this Agreement or under the SSA in each case prior to the Closing;

(iii) any fact or circumstance which occurs as a result of any action or omission to act of Nexstar pursuant to the SSA prior to the Closing, or by virtue of Nexstar's activities or operations with respect to KODE prior to the Closing, including, without limitation, the conduct and activities of Nexstar, its employees, contractors or agents (including negligence) in performing its obligations under this Agreement or the SSA;

(iv) any and all liabilities and obligations accruing or arising following the consummation of the Closing under any or all of the SpectraSite Agreements (not including liabilities and obligations which relate to any property not included in the Purchased Assets), including, without limitation, as set forth in Section 7.14 of the Master Site Lease Agreement that is part of the SpectraSite Agreements; and

(v) any suit, action or other proceeding brought by any governmental authority or Person arising out of, or in any way related to, any of the matters referred to in Sections 5(i), 5(ii), 5(iii) or 5(iv)

provided that, notwithstanding the foregoing, in no event shall Nexstar be required to indemnify GOCOM, the Parent or any Seller Indemnified Party with respect to Losses relating to the terms of the SSA being in conflict with, or resulting in a breach or default of, any contract or agreement to which Parent, GOCOM or their affiliates are party to or bound by.

Nexstar's obligation to indemnify and hold harmless GOCOM, the Parent and the other Seller Indemnified Parties from and against the Losses specified above shall survive the Closing and any termination of any of this Agreement and the Transactions Agreements until the expiration of all applicable statutes of limitation.

6. Nexstar Group agrees to indemnify and hold harmless GOCOM, the Parent and the other Seller Indemnified Parties from, against and in respect of any and all Losses which Seller Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) any breach of the representations and warranties of Nexstar Group contained in Section 2(f) above;

(ii) any failure by Nexstar Group to perform or otherwise fulfill or comply with its obligations under Section 4 or Section 8 hereof prior to the Closing;

(iii) any and all liabilities and obligations accruing or arising following the consummation of the Closing under any or all of the SpectraSite Agreements (not including liabilities and obligations which relate to any property not included in the Purchased Assets), including, without limitation, as set forth in Section 7.14 of the Master Site Lease Agreement that is part of the SpectraSite Agreements; and

(iv) any suit, action or other proceeding brought by any governmental authority or Person arising out of, or in any way related to, any of the matters referred to in Sections 6(i), 6(ii) or 6(iii).

Nexstar Group's obligation to indemnify and hold harmless GOCOM, the Parent and the other Seller Indemnified Parties from and against the Losses specified above shall survive the Closing and any termination of any of this Agreement and the Transactions Agreements until the expiration of all applicable statutes of limitation

7. The parties acknowledge and agree that GOCOM makes no representations or warranties to Nexstar or Nexstar Group in respect of (i) the SSA or Nexstar's activities or operations with respect to KODE, including, without limitation, compliance with the Communications Laws, (ii) any tax Liens or claims arising from, or attributable to, Nexstar's activities pursuant to the SSA, and (iii) whether the transactions contemplated by Nexstar under the SSA require the consent or approval of the American Broadcasting Company ("ABC") under the Affiliation Agreement, or give ABC the right to terminate the Affiliation Agreement as a result thereof. Accordingly, and notwithstanding any provision to the contrary in the Purchase Agreement, GOCOM shall have no obligation or liability to Nexstar, Nexstar Group or Mission if ABC terminates the Affiliation Agreement as a result of the transactions contemplated in the SSA.

8. Nexstar and Nexstar Group agree that prior to the consummation of the Closing, Nexstar, Nexstar Group and their Affiliates, respective agents and representatives shall use for its or their own benefit (except when required by law, rule or regulation and except for use in connection in connection with the SSA) and shall hold in strict confidence and not disclose (unless required under applicable laws or pursuant to a duly issued subpoena), (i) any data or information relating to GOCOM, its Affiliates, or KODE obtained from GOCOM, Mission or any of their respective directors, officers, employees, agents or representatives in connection with this Agreement, the Transaction Agreements or the SSA, or (ii) any data and information relating to the business, customers, financial statements, conditions or operations of KODE which is confidential in nature and not generally known to the public (clauses (i) and (ii) together, "GOCOM's Information"). If the Closing is not consummated for any reason, Nexstar and Nexstar Group shall return to GOCOM all data, information and any other written material obtained by Nexstar or Nexstar Group from Mission or GOCOM in connection with the transactions contemplated under the Transaction Agreements and the SSA and any copies, summaries or extracts thereof, and shall refrain from disclosing any of GOCOM's Information to any third Person or using any of GOCOM's Information for its own benefit or that of any other Person.

Prior to the consummation of the Closing, Nexstar and Nexstar Group shall, and each such party shall direct and use reasonable efforts to cause their representatives and agents to not, directly or indirectly, issue any press release or make any public announcement, comment or statement with respect to, or otherwise divulge or disclose the existence of, this Agreement, the TBA Agreement, the SSA or the transactions contemplated hereby or thereby or the terms, conditions or other aspects of such transactions without prior approval of GOCOM (which shall not be unreasonably withheld), except as and to the extent that such party shall be obligated by law, rule or regulation, in which case GOCOM shall be so advised and the parties shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued. Without limiting the generality of the foregoing, except as provided above, Nexstar and Nexstar Group agree that, prior to the consummation of the Closing, Nexstar and Nexstar Group shall not, and shall direct their representatives and agents to not, and shall use reasonable efforts to cause other persons and entities to not, make any public announcements, comments or

statements, issue any press releases, or discuss with or disclose to any person or entity Nexstar's operations or plans in respect of KODE or, as related to KODE, KSNF.

9. The obligations to indemnify contained in this Agreement and the representations and warranties made in this Agreement shall survive any termination of this Agreement, the Transactions Agreements or the SSA, and the Closing, and any dissolution, merger or consolidation of GOCOM or Nexstar and shall bind the legal representatives, assigns and successors of GOCOM and Nexstar.

10. From time to time after the date hereof, upon the reasonable request of GOCOM, Nexstar shall execute and deliver or cause to be executed and delivered such further documents and agreements and take such further action as GOCOM may reasonably request in order to implement this Agreement and to more fully effectuate the purposes, terms and conditions of this Agreement.

11. This Agreement shall be construed and interpreted according to the laws of the State of Delaware, without regard to the conflict of law principles thereof.

12. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party which itself or through its agent prepared the same, it being agreed that the agents of each party have participated in the preparation hereof.

Both GOCOM and Mission acknowledge that this Agreement is not intended to change their rights or obligations under the TBA or Purchase Agreement.

*[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; THE NEXT PAGE IS THE SIGNATURE PAGE]*

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

**GOCOM BROADCASTING OF JOPLIN, LLC  
GOCOM OF JOPLIN LICENSE SUB, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**NEXSTAR BROADCASTING GROUP, LLC  
NEXSTAR BROADCASTING OF JOPLIN,  
L.L.C.**

By: \_\_\_\_\_  
Perry Sook, its President

**Acknowledged and Accepted:**

**MISSION BROADCASTING OF JOPLIN, INC.**

By: \_\_\_\_\_  
David S. Smith, its President