

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment") is made as of January 2, 2013 among Smith Media, LLC ("Smith"), Smith Media License Holdings, LLC ("Smith LH") and Smith Media Burlington, LLC ("Smith Burlington", and together with Smith and Smith LH, "Seller") and Nexstar Broadcasting, Inc. ("Nexstar") and Mission Broadcasting, Inc. ("Mission," and together with Nexstar, "Buyers").

Recital

Buyers and Seller are parties to an Asset Purchase Agreement (the "Purchase Agreement") dated November 2, 2012 with respect to television stations WFFF-TV, Burlington, Vermont ("WFFF") and WVNY(TV), Burlington, Vermont ("WVNY") and desire to amend the Purchase Agreement as set forth herein.

Agreement

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

1. Amendment. The Purchase Agreement is hereby amended to provide as follows:

(a) the portion of the Base Purchase Price to be paid for Nexstar's acquisition of WFFF shall be \$11,000,000, subject to adjustment in accordance with Section 2.4 of the Purchase Agreement;

(b) the portion of the Base Purchase Price to be paid for Mission's acquisition of WVNY shall be \$5,500,000, subject to adjustment in accordance with Section 2.4 of the Purchase Agreement;

(c) the portion of the Purchase Price Adjustment, if any, to be paid for Nexstar's acquisition of WFFF shall be 66.67% thereof; and

(d) the portion of the Purchase Price Adjustment, if any, to be paid for Mission's acquisition of WVNY shall be 33.33% thereof.

2. Miscellaneous. Capitalized terms used herein and not defined shall have the respective meanings set forth in the Purchase Agreement. Except as expressly set forth herein, the Purchase Agreement has not been amended or modified, and all terms and conditions of the Purchase Agreement, as amended hereby, remain in full force and effect. Each reference in the Purchase Agreement to "this Agreement," "hereof," "hereunder" or words of like import, and all references to the Purchase Agreement in any and all other all other documents entered into in connection therewith shall be deemed to mean the Purchase Agreement, as amended, modified and supplemented by this Amendment. This Amendment may be executed in multiple counterparts (including by facsimile transmission or by means of portable document format (pdf) transmission), each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]


SIGNATURE PAGE TO FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

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


SMITH MEDIA, LLC

By: 
Name: Ian J. Rutledge
Title:

SMITH MEDIA LICENSE HOLDINGS, LLC

By: 
Name: Ian J. Rutledge
Title:

SMITH MEDIA BURLINGTON, LLC

By: 
Name: Ian J. Rutledge
Title:

NEXSTAR BROADCASTING, INC.

By: _____
Name:
Title:

MISSION BROADCASTING, INC.

By: _____
Name: Dennis Thatcher
Title: President

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SMITH MEDIA, LLC

By: _____
Name:
Title:

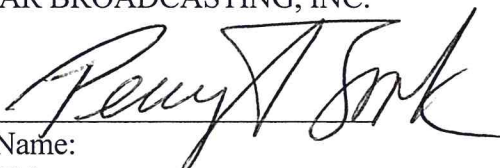
SMITH MEDIA LICENSE HOLDINGS, LLC

By: _____
Name:
Title:

SMITH MEDIA BURLINGTON, LLC

By: _____
Name:
Title:

NEXSTAR BROADCASTING, INC.

By:  _____
Name:
Title:

MISSION BROADCASTING, INC.

By: _____
Name: Dennis Thatcher
Title: President

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SMITH MEDIA BURLINGTON, LLC

By: _____
Name:
Title:

NEXSTAR BROADCASTING, INC.

By: _____
Name:
Title:

MISSION BROADCASTING, INC.

By: Dennis Thatcher
Name: Dennis Thatcher
Title: President