

EXECUTION VERSION

ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement"), is dated as of October 6, 2008, by and among River City Broadcasting, Inc., an Arkansas corporation (the "Seller"), Nexstar Broadcasting, Inc., a Delaware corporation (the "Buyer" and, together with the Seller, the "Escrow Parties"), and Sun Trust Bank, a Georgia Banking Corporation, as the Escrow Agent (the "Escrow Agent").

A. The Buyer and the Seller are parties to that certain Asset Purchase Agreement, dated as of the date of this Escrow Agreement, as in effect from time to time (the "Purchase Agreement"), providing for, among other things, the purchase by the Buyer of certain assets of the Seller and its affiliates. Capitalized terms used in this Escrow Agreement, but not otherwise defined herein, have the respective meanings given to them in the Purchase Agreement.

B. The parties hereto wish, pursuant to this Escrow Agreement, to have the Buyer deliver Four Hundred Thousand Dollars (\$400,000) (the "Escrow Amount"), for the purpose of providing funds to serve as a source for the payment of certain obligations pursuant to the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Establishment of Escrow; Investment of Escrow Fund.

(a) Pursuant to Section 2.6 of the Purchase Agreement, on the date of this Escrow Agreement, the Buyer shall deposit the Escrow Amount in an account with the Escrow Agent (the portion of such deposit, together with any interest or other earnings received thereon, held by Escrow Agent from time to time being the "Escrow Fund").

(b) The Buyer and the Seller hereby designate and appoint the Escrow Agent to serve in accordance with the terms, conditions and provisions of this Escrow Agreement, and the Escrow Agent hereby agrees to act as the Escrow Agent and to hold, safeguard, invest and disburse the Escrow Fund, pursuant to the terms and conditions hereof.

(c) The Escrow Fund shall be invested from time to time by the Escrow Agent pursuant to the joint written instructions it receives from the Buyer and the Seller and only in Permitted Investments. "Permitted Investments" means any: (i) obligations issued or guaranteed by the United States or by any person controlled or supervised by or acting as an instrumentality of the United States pursuant to authority granted by Congress, or an investment fund consisting of such obligations; (ii) obligations issued or guaranteed by any state or political subdivision thereof rated either: AA or higher or MIG 1 or higher, by Moody's Investors Service, Inc.; or AA or higher or an equivalent, by Standard & Poors Corporation, both of New York, New York, or

their successors; (iii) commercial or finance paper which is rated either: Prime-1 or higher, or an equivalent by Moody's Investors Service, Inc.; or A-1 or higher or any equivalent by Standard & Poor's Corporation, both of New York, New York, or their successors; or (iv) certificates of deposit or time deposits of banks or trust companies, organized under the laws of the United States or any state, and money market mutual funds (such as a RidgeWorth Money Market Fund) rated AAA by the Standard and Poor's Rating Group. Any interest and/or other earnings received on and proceeds from the investment or reinvestment of such Escrow Fund shall be added to and incorporated in the Escrow Fund as and when received. If the Escrow Agent does not receive written investment instructions from the Buyer and the Seller as to some or all of the Escrow Fund, it shall invest such Escrow Fund with respect to which it received no instructions in a RidgeWorth Money Market Fund. The Escrow Agent shall have no liability for any loss resulting from investments made in accordance with the provisions of this Escrow Agreement.

2. Claims.

(a) Claims by either the Buyer or the Seller for amounts to be paid from the Escrow Fund pursuant to the Purchase Agreement (a "Claim") shall be made in the following manner: the Escrow Party claiming such amount (the "Claiming Party") shall give a written notice (a "Claim Notice") to other Escrow Party (the "Counter Party") (with a copy to the Escrow Agent) specifying in reasonable detail the nature and dollar amount of the amount claimed by the Claiming Party (the "Claim Amount"). If the Counter Party gives written notice to the Claiming Party (with a copy to the Escrow Agent) disputing the Claim (a "Counter Notice") within thirty (30) days following receipt by the Escrow Agent of the related Claim Notice, such Claim shall be resolved as provided in Section 2(b). If no Counter Notice is received by the Escrow Agent within such thirty (30) day period, then the Claim Amount claimed by the Claiming Party in the Claim Notice shall be deemed established for purposes of this Escrow Agreement, and, after the end of such thirty (30) day period, the Escrow Agent shall, as requested and directed in the Claim Notice, distribute to the Claiming Party from the Escrow Fund the Claim Amount as claimed in the Claim Notice.

(b) If a Counter Notice is timely received by the Escrow Agent with respect to a Claim, the Escrow Agent shall disburse the Claim Amount in question only in accordance with (A) joint written instructions executed by the Buyer and the Seller, or (B) a written arbitration decision or a final, nonappealable judgment of a court of competent jurisdiction (in either case, a "Final Order") directing the Escrow Agent to disburse and/or retain such Claim Amount. The Escrow Agent may assume conclusively and without further inquiry that any document furnished to the Escrow Agent which purports to be a Final Order conforms to the requirements of the Purchase Agreement.

(c) In the event that the Buyer and the Seller reach a settlement with respect to any Claim made by the Claiming Party pursuant to this Section 2, the Buyer and the Seller shall jointly deliver written notice of such settlement to the Escrow Agent, including (if applicable) instructions to the Escrow Agent to disburse or retain the agreed upon Claim Amount or portion thereof from the Escrow Fund as specified in such joint written notice, and the Escrow Agent shall act in accordance with such instructions.

3. Other Distributions of the Escrow Fund.

Without limiting Sections 2(b) and 4(i), at any time, the Escrow Agent will disburse and/or retain the Escrow Fund or any portion thereof in accordance with (a) any joint written instructions executed by the Buyer and the Seller, or (b) any Final Order directing the Escrow Agent to disburse and/or retain the Escrow Fund or any portion thereof.

4. Duties of Escrow Agent.

(a) The Escrow Agent shall not be charged with or be deemed to have any knowledge or notice of any notice, fact or circumstance not specifically set forth in this Escrow Agreement or furnished to the Escrow Agent in notices provided to the Escrow Agent in writing and strictly in accordance with the notice provisions of this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. Notwithstanding anything to the contrary herein provided, the Escrow Agent shall in no event be deemed to be a collateral agent or agent for any pledgee or purported pledgee of property held under this Escrow Agreement. The Escrow Agent makes no representation concerning whether or not any security interest exists with respect to any property held under the terms of this Escrow Agreement, and the Escrow Agent shall have no duty or obligation with respect to the creation, perfection or continuation of any such security interest. This Escrow Agreement shall not be deemed or construed to be a security agreement or to grant a security interest in any property held in escrow hereunder.

(b) The Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. The Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent may conclusively presume that the undersigned representative of any party hereto which is an entity other than a natural person has full power and authority to instruct the Escrow Agent on behalf of that party unless written notice to the contrary is delivered to the Escrow Agent.

(c) The Escrow Agent shall provide the Buyer and the Seller and each of the other persons set forth in Section 7 with monthly reports of the status of the Escrow Fund.

(d) The Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof and may act pursuant to the advice of counsel with respect to any matter relating to this Escrow Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

(e) The Escrow Agent does not have any interest in the Escrow Fund deposited hereunder but is serving as escrow holder only and having only possession thereof.

(f) The Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.

(g) The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(h) The Escrow Agent may resign as the Escrow Agent, and, upon its resignation, shall thereupon be discharged from any and all further duties and obligations under this Escrow Agreement by giving notice to the other parties hereto (the "Resignation Notice"). If, prior to the expiration of sixty (60) days after the delivery of the Resignation Notice, the Escrow Agent shall not have received written instructions from the Buyer and the Seller designating a banking corporation or trust company, organized either under the laws of the United States or of any state, as successor to the Escrow Agent, and consented to in writing by such successor to the Escrow Agent, the Escrow Agent may tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder. Alternatively, if the Escrow Agent shall have received such written instructions from the Buyer and the Seller, it shall promptly transfer the Escrow Fund to such successor to the Escrow Agent. Upon the appointment of a successor to the Escrow Agent and the transfer of the Escrow Fund thereto, the duties of the succeeded Escrow Agent hereunder shall terminate.

(i) In the event of any disagreement between the Escrow Parties hereto resulting in adverse claims or demands being made in connection with the Escrow Fund or in the event that the Escrow Agent is in doubt as to what action it should take hereunder, the Escrow Agent shall be entitled to (A) retain the Escrow Fund until the Escrow Agent shall have received (i) a Final Order directing delivery of the Escrow Fund, or (ii) a written notice executed by the Buyer and the Seller directing delivery of the Escrow Fund, in which event the Escrow Agent shall disburse the Escrow Fund in accordance with such Final Order or instructions; or (B) tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder. The Buyer and the Seller shall pay all costs, expenses and disbursements of the Escrow Agent in connection with any such disagreement or dispute, including its reasonable attorneys' fees. The Escrow Parties further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to same.

(j) No printed or other matter in any language (including prospectuses, notices, reports and promotional material) that mentions the Escrow Agent's name or the rights, powers, or duties of the Escrow Agent shall be issued by the other parties hereto or on such parties' behalf unless the Escrow Agent shall first have given its specific written consent thereto.

(k) The Escrow Agent shall not be liable for any action taken or omitted under this Escrow Agreement so long as it shall have acted in good faith and without gross negligence or willful misconduct.

(l) The Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder and shall not be required to take any action which, in the Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems to be satisfactory.

(m) The Escrow Agent shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

(n) Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(o) The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Agreement.

5. Limited Responsibility.

This Escrow Agreement expressly sets forth all the duties of the Escrow Agent, which shall be deemed purely ministerial in nature with respect to any and all matters pertinent hereto, and the Escrow Agent shall under no circumstance be deemed a fiduciary for any of the parties to this Escrow Agreement. No implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall not be bound by the provisions of any agreement between the Buyer and the Seller, including the Purchase Agreement, except this Escrow Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL

MISCONDUCT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Ownership for Tax Purposes.

Buyer and Seller agree that, for purposes of federal and other taxes based on income, the Buyer will be treated as the owner of the Escrow Fund through the Closing Date (which the Escrow Parties will identify in writing to the Escrow Agent by joint written notice), and the Seller will be treated as the owner of the Escrow Fund after the Closing Date. At any time, the Escrow Party that is so treated as the owner of the Escrow Fund is referred to as the “Escrow Owner.” Each Escrow Party will report the income, if any, that is earned on, or derived from, the Escrow Fund while it is the Escrow Owner as its income, in the taxable year or years in which such income should properly be included, and will pay any taxes attributable thereto. On or before the execution and delivery of this Escrow Agreement, each Escrow Party shall furnish the Escrow Agent with a completed Form W-8 or Form W-9, as applicable. The Escrow Agent shall have no duty to report to the Internal Revenue Service the income, if any, that is earned on, or derived from, the Escrow Fund. Any tax returns required to be prepared and filed will be prepared and filed by either Escrow Party with the Internal Revenue Service in all years income is earned, whether or not income is received or distributed in any particular tax year, and the Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return with respect to any income earned by the Escrow Fund. The applicable Escrow Owner is required to prepare and file any and all income or other tax returns applicable to the Escrow Fund with the Internal Revenue Service and all required state and local departments of revenue in all years income is earned in any particular tax year as and to the extent required under the provisions of the Internal Revenue Code. Any taxes payable on income earned from the investment of the Escrow Fund shall be paid by the Escrow Owner whether or not the income was distributed by Escrow Agent during any particular year as and to the extent required under the provisions of the Code.

7. Notices.

All notices, consents, waivers and other communications under this Escrow Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt) provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or by electronic mail, in each case to the appropriate addresses and/or telecopier numbers set forth below (or to such other addresses and/or telecopier numbers as a party may designate by notice to the other parties):

If to the Buyer:

Nexstar Broadcasting, Inc.
5215 N. O'Connor Blvd., Suite 1400
Irving, Texas 75039
Attention: Perry Sook
Facsimile No.: (972) 373-8888
Telephone: (972) 373-8800
email: psook@nexstar.tv

With a copy (that shall not constitute notice to the Buyer) to:

Kirkland & Ellis LLP
153 East 53rd St.
New York, New York 10022
Attention: John Kuehn, Esq.
Facsimile: (212) 446-6460
Telephone: (212) 446-4800
email: jkuehn@kirkland.com

If to the Seller:

River City Broadcasting, Inc.
1 Shackleford Drive, Suite 400
Little Rock, Arkansas 72211-2545
Attention: Greg Fess
Facsimile No.: (501)221-110
Telephone: (501) 219-2400
email: gfess@ebcorp.net

With a copy (that shall not constitute notice to Seller) to:

River City Broadcasting, Inc.
1 Shackleford Drive, Suite 400
Little Rock, Arkansas 72211-2545
Attention: Jason Roberts
Facsimile No.: (501)221-1101
Telephone: (501) 255-0204
email: jroberts@ebcorp.net

If to the Escrow Agent:

SunTrust Bank
Corporate Agency Services
The Hurt Building, Suite 1110
50 Hurt Plaza
Atlanta, Georgia 30303
Attention: Olga G. Warren, Group Vice President
Telephone: (404) 588-7262
Facsimile: (404) 588-7335
email: Olga.Warren@SunTrust.com

Notwithstanding anything to the contrary herein provided, the Escrow Agent shall not be deemed to have received any notice hereunder prior to the Escrow Agent's actual receipt thereof.

8. Counterparts.

This Escrow Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument. This Escrow Agreement may be executed by delivery of a signature by facsimile or other electronic means reasonably acceptable to both parties and such signature shall constitute an original for all purposes.

9. Fees; Indemnity.

The Buyer and the Seller jointly and severally agree to pay the Escrow Agent the fees set forth on Schedule A attached hereto (the “Fee”) for its services hereunder and to reimburse the Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by it in the performance of its duties hereunder (including the reasonable out-of-pocket fees, expenses and disbursements of its counsel). Payment of such fees and reimbursement of such expenses shall be a joint and several obligation of the Buyer and the Seller; provided, however, that solely as between the Buyer and the Seller, such fees and expenses shall be apportioned and borne equally by the Buyer and the Seller. The Buyer and the Seller, jointly and severally, agree to indemnify and hold the Escrow Agent and each of its officers, directors, agents and employees harmless from and against any and all taxes, out-of-pocket expenses (including reasonable counsel fees, assessments, losses, liabilities, claims, damages, actions, suits or other charges of every nature whatsoever (collectively, “Costs”)) incurred by or assessed against them or any of them (including any litigation arising from this Escrow Agreement) arising directly or indirectly out of this Escrow Agreement or for any thing done or omitted by the Escrow Agent in the performance of its duties hereunder, except as a result of the Escrow Agent’s own gross negligence or willful misconduct. Solely as between the Buyer and the Seller, the Buyer and the Seller shall each bear one-half of such Costs. The Escrow Agent shall have a first lien against the Escrow Fund to secure the obligations of the parties hereunder. The agreements contained in this Section 9 shall survive any termination of the duties of the Escrow Agent hereunder or its resignation.

10. Interpretation.

The headings of sections in this Escrow Agreement are provided for convenience only and will not affect its construction or interpretation. Neither the term “including” nor any derivative thereof is used in this Escrow Agreement to signify any limitation to any item or items specified in connection therewith.

11. Waiver.

The rights and remedies of the parties to this Escrow Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Escrow Agreement or the documents referred to in this Escrow Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Escrow Agreement or the documents referred to in this Escrow Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take

further action without notice or demand as provided in this Escrow Agreement or the documents referred to in this Escrow Agreement.

12. Exclusive Agreement and Modification.

This Escrow Agreement supersedes all prior agreements among the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement among the parties with respect to its subject matter. This Escrow Agreement may not be amended except by a written agreement executed by all of the parties hereto.

13. Governing Law.

This Escrow Agreement and the legal relations among the parties arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware (but not the rules governing conflicts of laws). It is the intention of the parties hereto that the situs of the Escrow Fund is and shall be administered in the state in which the principal office of the Escrow Agent from time to time acting hereunder is located.

14. Assignment.

Neither this Escrow Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of the other parties hereto; provided, that without the consent of the Seller (i) Buyer may assign any or all of its rights, interests and obligations hereunder to any lender or any agent therefor as security for obligations thereto if requested by such lender or agent and (ii) the Buyer may assign its rights under this Escrow Agreement to any Person who acquires the principal FCC license for the Station (including by means of merger or consolidation); provided, that such assignee agrees to be bound by the terms and conditions of this Escrow Agreement. In the event of any such proposed assignment, an amendment to this Escrow Agreement, in form and substance reasonably acceptable to the Escrow Agent, shall be executed and delivered in the event the Escrow Agent deems such an amendment to be necessary or desirable.

15. Authorized Signatures. Contemporaneously with the execution and delivery of this Agreement and, if necessary, from time to time thereafter, each of the parties to this Agreement (other than the Escrow Agent) shall execute and deliver to the Escrow Agent a Certificate of Authority substantially in the form of Exhibit A hereto (a "Certificate of Authority") for the purpose of establishing the identity and authority of persons entitled to issue notices, instructions or directions to the Escrow Agent on behalf of each such party. Until such time as the Escrow Agent shall receive an amended Certificate of Authority replacing any Certificate of Authority theretofore delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on the most recent Certificate of Authority furnished to the Escrow Agent. Whenever this Agreement provides for joint written notices, joint written instructions or other joint actions to be delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on any joint written notice, instructions or action executed by persons named in such Certificate of Authority.

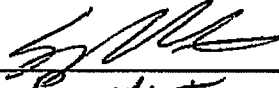
* * * * *

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Escrow Agreement to be duly executed as of the day and year first above written.

RIVER CITY BROADCASTING, INC.

Federal Tax I.D. Number: 73-1579129

By: 
Title: President

NEXSTAR BROADCASTING, INC.

Federal Tax I.D. Number: 23-3063152

By: _____
Title: _____

SUN TRUST BANK

as Escrow Agent

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Escrow Agreement to be duly executed as of the day and year first above written.

RIVER CITY BROADCASTING, INC.

Federal Tax I.D. Number: 73-1579129

By: _____

Title: _____

NEXSTAR BROADCASTING, INC.

Federal Tax I.D. Number: 23-3063132

By:  _____

Title: CEO

SUN TRUST BANK

as Escrow Agent

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Escrow Agreement to be duly executed as of the day and year first above written.

RIVER CITY BROADCASTING, INC.
Federal Tax I.D. Number: 73-1579129

By: _____
Title: _____

NEXSTAR BROADCASTING, INC.
Federal Tax I.D. Number: 23-3063152

By: _____
Title: _____

SUNTRUST BANK
as Escrow Agent

By: *Olga G. Warren*
Title: Olga G. Warren
Group Vice President



Schedule A

SunTrust Bank, as Escrow Agent

River City Broadcasting, Inc., and Nexstar Broadcasting, Inc. – Escrow

Schedule of Fees & Expenses

Acceptance/Legal Review Fee: **\$500.00** – one time only payable at the time of signing the escrow agreement

The Legal Review Fee includes review of all related documents and accepting the appointment of Escrow Agent on behalf of SunTrust Bank. The fee also includes setting up the required account(s) and accounting records, document filing, and coordinating the receipt of funds/assets for deposit to the Escrow Account. This is a one-time fee payable upon execution of the Escrow Agreement. As soon as SunTrust Bank's attorney begins to review the escrow agreement, the legal review fee is subject to payment regardless if the parties decide to appoint a different escrow agent or a decision is made that the escrow agreement is not needed.

Administration Fee: **\$2,500** – payable at the time of signing the escrow agreement and on the anniversary date thereafter, if applicable

The Administration Fee includes providing routine and standard services of an Escrow Agent. The fee includes administering the escrow account, performing investment transactions, processing cash transactions (including wires and check processing), disbursing funds in accordance with the Agreement (note any pricing considerations below), and providing trust account statements to applicable parties for a twelve (12) month period. If the account remains open beyond the twelve (12) month term, the parties will be invoiced each year on the anniversary date of the closing of the Escrow Agreement. Additional fees will be billed for processing claim notices and/or objections. Extraordinary expenses, including legal counsel fees, will be billed as out-of-pocket. The Administration Fee is due upon execution of the Escrow Agreement. If the final distribution from the Escrow Fund is made during any such twelve-month period other than the initial twelve-month period, then the Escrow Agent will refund the pro-rata portion of the Administration Fee that has been paid for that twelve-month period that corresponds to the portion of such twelve-month period after the date of that final distribution.

Out-of-Pocket Expenses: **At Cost**

Out-of-pocket expenses such as, but not limited to, postage, courier, overnight mail, insurance, money wire transfer, long distance telephone charges, facsimile, stationery, travel, legal (out-of-pocket to counsel) or accounting, will be billed at cost.

Note: This fee schedule is based on the assumption that the escrowed funds will be invested in SunTrust Bank's money market cash sweep account, a RidgeWorth Money Market Fund.

SunTrust Bank
Ron Painter
404.588.7191
ron.painter@suntrust.com

EXHIBIT A

Certificate As To Authorized Signatures

Re: Escrow Agreement dated October 6, 2008, among SunTrust Bank, Nexstar Broadcasting, Inc. and River City Broadcasting, Inc. (the "Escrow Agreement")

The specimen signatures set forth below are the specimen signatures of the persons authorized to execute and deliver documents and to initiate and approve transactions pertaining to the Escrow Agreement on behalf of _____.

Name/Title

Specimen Signature

Name and Title

Signature

Name and Title

Signature

Name and Title

Signature

Certificate As To Authorized Signatures

Re: Escrow Agreement dated October __, 2008, among SunTrust Bank, Nexstar Broadcasting, Inc. and River City Broadcasting, Inc. (the "Escrow Agreement")

The specimen signatures set forth below are the specimen signatures of the persons authorized to execute and deliver documents and to initiate and approve transactions pertaining to the Escrow Agreement on behalf of Nexstar Broadcasting, Inc.

Name/Title

Specimen Signature

Perry A. Sook, CEO
Name and Title

[Signature]
Signature

Shirley Ann, VP Finance
Name and Title

[Signature]
Signature

Name and Title

Signature