

**AMENDMENT**

KOLR(TV), Springfield, MO BALCT-20030519AEQ  
KAMC(TV), Lubbock, TX BALCT-20030519AEP  
KHMT(TV), Hardin, MT BALCT-20030519AET

Kenos Broadcasting, Inc. (the proposed transferee in the above-referenced, pending applications for KOLR(TV) and KAMC(TV)), and Kenos Broadcasting II, Inc. (the transferee in the above-referenced, pending application for KHMT(TV)) (collectively, "Kenos"), hereby amend the above-referenced applications as follows:

1. **Payments to VHR.** The payment of indebtedness specified in Section 1.3(d) of the Stock Purchase Agreement for this transaction is repayment of a \$3 million loan that Mr. Victor H. Rumore, the current owner of VHR Broadcasting, made to VHR Broadcasting when VHR Broadcasting first acquired stations KOLR(TV) and KAMC(TV).

2. **Kenos/Nexstar Option.** The following words have been deleted from Section 2.1(c) of the option agreement to be entered into between Kenos and Nexstar upon the closing of this transaction: "applied on a basis that is consistent with the application of those principles by the parties as of the date of this Agreement."

3. **Shared Services Agreement.** The Shared Services Agreements currently in effect between VHR and Quorum for KOLR(TV) and KAMC(TV) will remain in effect after the closing of this transaction, with Kenos in the place of VHR and Nexstar in the place of Quorum. However, they will be amended in accordance with the attached Amendment to Shared Services Agreement.

4. **Joint Sales Agreement.** The Joint Sales Agreements in place for KOLR(TV) and KAMC(TV) provide for monthly payments to VHR by Quorum in return for Quorum's right to sell advertising for KOLR(TV) and KAMC(TV). These Joint Sales Agreements will be amended in accordance with the attached Amendment to Joint Sales Agreement.

Date of Signature:  
December 10, 2003

KENOS BROADCASTING, INC.  
KENOS BROADCASTING II, INC.

By: Nancie J. Smith  
Nancie J. Smith  
Their Vice President

## **AMENDMENT TO AGREEMENT FOR SALE OF COMMERCIAL TIME**

This Amendment dated as of December \_\_\_, 2003 by and between Nexstar Broadcasting Group, Inc. ("Nexstar") and Kenos Broadcasting, Inc. ("Kenos") is made to that certain Agreement for Sale of Commercial Time dated as of February 16, 1999 by and between VHR Broadcasting of Lubbock, Inc. ("VHR") and Quorum Broadcasting of Texas, Inc. ("Quorum"), as amended (the "Agreement").

WHEREAS, VHR is the operator of television broadcast station KAMC, Lubbock, Texas (the "Station") and its subsidiary VHR Lubbock License, Inc. ("VHR License") is the Federal Communications Commission ("FCC") licensee of the Station;

WHEREAS, Quorum is the operator of television broadcast station KLBK-TV, Lubbock, Texas and its subsidiary Quorum of Texas License, LLC is the FCC licensee of station KLBK-TV;

WHEREAS, VHR and Quorum entered into the Agreement for their mutual benefit;

WHEREAS, pursuant to FCC consent, Kenos is acquiring all of VHR's and VHR License's rights, title and interest in and to the Station;

WHEREAS, also pursuant to FCC consent, a subsidiary of Nexstar is acquiring Quorum's and Quorum License's rights, title and interest in and to KLBK-TV; and

WHEREAS, Kenos and Nexstar intend that the Agreement between VHR and Quorum remain in effect with certain changes in terms.

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

1. Kenos is hereby assuming all of VHR's and VHR License's rights and obligations under the Agreement.

2. Nexstar is hereby assuming all of Quorum's and Quorum License's rights and obligations under the Agreement.

3. Paragraph 3 and Schedule A of the Agreement are deleted in their entirety and replaced with the following: "Payments. During the term of this Agreement, Nexstar shall pay to Kenos the sum of \$124,000 per month (the "Monthly Payment"). The Monthly Payment will be paid on the last day of each month from and after the month this Amendment is executed and will be prorated for the first month and last month of the Agreement on a calendar day basis.

4. As so amended, all sections and provisions of the Agreement are hereby ratified in full.

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

NEXSTAR BROADCASTING  
GROUP, INC.

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

KENOS BROADCASTING, INC.

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

## **AMENDMENT TO SHARED SERVICES AGREEMENT**

This Amendment dated as of December \_\_\_, 2003 by and between Nexstar Broadcasting Group, Inc. ("Nexstar") and Kenos Broadcasting, Inc. ("Kenos") is made to that certain Shared Services Agreement dated as of February 16, 1999 by and between VHR Broadcasting of Lubbock, Inc. ("VHR") and Quorum Broadcasting of Texas, Inc. ("Quorum"), as amended (the "Agreement").

WHEREAS, VHR is the operator of television broadcast station KAMC, Lubbock, Texas (the "Station") and its subsidiary VHR Lubbock License, Inc. ("VHR License") is the Federal Communications Commission ("FCC") licensee of the Station;

WHEREAS, Quorum is the operator of television broadcast station KLBK-TV, Lubbock, Texas and its subsidiary Quorum of Texas License, LLC is the FCC licensee of station KLBK-TV;

WHEREAS, VHR and Quorum entered into the Agreement for their mutual benefit;

WHEREAS, pursuant to FCC consent, Kenos is acquiring all of VHR's and VHR License's rights, title and interest in and to the Station; and

WHEREAS, also pursuant to FCC consent, a subsidiary of Nexstar is acquiring Quorum's and Quorum License's rights, title and interest in and to KLBK-TV; and

WHEREAS, Kenos and Nexstar intend that the Agreement between VHR and Quorum remain in effect with certain changes in terms.

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

1. Kenos is hereby assuming all of VHR's and VHR License's rights and obligations under the Agreement.

2. Nexstar is hereby assuming all of Quorum's and Quorum License's rights and obligations under the Agreement.

3. Paragraph 4(g) of the Agreement is deleted in its entirety and the following is substituted in its place: "4(g) Services Fee. In consideration for the services to be provided to KOLR by Nexstar personnel as described in Sections 4(a) through 4(f), Kenos will pay to Nexstar the fee (the "Services Fee") described in this Section 4(g).

(i) Base Amount. Subject to the remaining provisions of this Section 4(g), the base amount of the Services Fee will be \$ \$21,000 per month.

(ii) Payment Terms. The Services Fee will be payable monthly, in arrears, from and after the month during which this Agreement is executed, and will be prorated on a

daily basis for first and last months during which the sharing arrangements described in Sections 4(a) through 4(f) are in effect.

4. As so amended, all sections and provisions of the Agreement are hereby ratified in full.

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

NEXSTAR BROADCASTING  
GROUP, INC.

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

KENOS BROADCASTING, INC.

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