

## MANAGEMENT AND CONSULTING SERVICES AGREEMENT

THIS MANAGEMENT AND CONSULTING SERVICES AGREEMENT is entered into as of September 12, 2003 by and between Nexstar Management, Inc., a Delaware corporation ("Nexstar"), and Quorum Broadcast Holdings, LLC, a Delaware limited liability company ("Quorum"), both for the benefit of itself and for the benefit of its Subsidiaries (together with Quorum, the "Quorum Companies").

Nexstar manages the businesses and affairs of Nexstar Broadcasting Group, L.L.C. ("NBG LLC") and its Subsidiaries, which are engaged in the ownership and operation of television stations. The Quorum Companies also are engaged in the ownership and operation of television stations.

NBG LLC and Quorum have entered into a Reorganization Agreement (the "Reorganization Agreement") pursuant to which a successor to NBG LLC will acquire the assets of Quorum. Quorum has requested that Nexstar provide the management and consulting services provided for in this Agreement, and Nexstar has agreed to do so, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective agreements hereinafter set forth and the mutual benefits to be derived from this Agreement, Nexstar and the Quorum Companies hereby agree as follows:

1. Engagement. Quorum (on behalf of itself and its Subsidiaries) hereby engages Nexstar as a financial and management consultant, and Nexstar hereby agrees to provide financial and management consulting services to the Quorum Companies, all on the terms and subject to the conditions set forth in this Agreement.

2. Nexstar Services. Nexstar hereby agrees during the term of this Agreement to consult with the board of managers of Quorum (the "Board"), in such manner and on such business and financial matters as the Board may reasonably request from time to time, and generally to provide management oversight of the Quorum Companies as directed by the Board.

3. Personnel. Nexstar will provide and devote to the performance of this Agreement those officers, employees and agents of Nexstar that Nexstar deems appropriate for the furnishing of the services described in this Agreement.

4. Management Fees. In consideration for the services to be provided by Nexstar pursuant to this Agreement, the Quorum Companies will pay Nexstar fees (the "Management Fee") as follows:

(a) No Management Fee will be payable for services performed during the period from the date of this Agreement through March 31, 2004.

(b) For services performed during any period after March 31, 2004, the Management Fee will be an amount equal to fifty percent (50%) of the corporate overhead expense savings realized by the Quorum Companies during such period (relative to Quorum's budgeted corporate overhead expense of \$5,000,000 for calendar year 2003) as a result of their engagement of Nexstar pursuant to this Agreement (including any compensation or other expense that the Quorum Companies would have had to incur for personnel to perform the services that Nexstar will provide pursuant to this Agreement). After the end of each calendar quarter, commencing with the second calendar quarter of 2004, Nexstar will deliver to the Board a computation of the Management Fee for such quarter for the Board's approval or proposed adjustment. Nexstar and Quorum will endeavor in good faith to resolve any objection to such computation that the Board may have, and the Management Fee for such quarter will be payable within five business days after the amount of such Management Fee has been approved by the Board or otherwise agreed by Quorum and Nexstar.

(c) Notwithstanding the foregoing, the aggregate amount of the Management Fee over the term of this Agreement will not exceed \$7,500,000, and no amount of the Management Fee will be paid or payable (although the Management Fee will continue to accrue) at any time at which an Event of Default (as that term is defined in the Credit Agreement dated as of April 16, 1999 among Quorum, certain of its Subsidiaries, certain other borrowers and guarantors and the agents and lenders identified therein, as in effect from time to time (the "Quorum Credit Agreement") has occurred and is continuing.

5. Expenses. In addition to the Management Fee described in Section 4, the Quorum Companies will reimburse Nexstar for reasonable travel expenses and other direct out-of-pocket costs and expenses incurred by Nexstar or any officer, employee or other agent or representative of Nexstar after September 30, 2003 in connection with the rendering of services under this Agreement, which reimbursement shall be payable quarterly, in arrears. All such expenses incurred prior to October 1, 2003 will be for the account of Nexstar.

6. Termination. Nexstar and Quorum may terminate this Agreement at any time by an agreement in writing to do so. Either Nexstar or Quorum may terminate this Agreement effective upon not fewer than 90 days' prior written notice to the other. The term of this Agreement will terminate without any action by any Person on the earlier of the closing of the transactions contemplated by the Reorganization Agreement and December 31, 2005. No termination of this Agreement will affect the Quorum Companies' duty to pay any Management Fee accrued, or to reimburse any cost or expense incurred, prior to the effective date of such termination.

7. Liability. Neither Nexstar nor any of its Affiliates, stockholders, officers, employees or agents will be liable to the Quorum Companies or their Affiliates for any loss, liability, damage, cost or expense (including reasonable attorneys' fees) (in the aggregate, "Losses") arising out of or in connection with the performance of services contemplated by this Agreement, unless such Losses are a result of the gross negligence or willful misconduct of such Person. The Quorum Companies agree to indemnify and hold harmless Nexstar, its stockholders, Affiliates, officers, agents and employees against and from any and all Losses

arising from Nexstar's performance under this Agreement, except as a result of the gross negligence or willful misconduct of the Person in question.

8. Independent Contractor Status; Authority. Nexstar and the Quorum Companies agree that Nexstar will perform services under this Agreement as an independent contractor, retaining control over and responsibility for Nexstar's own operations and personnel. Neither Nexstar nor its officers, employees or agents will be considered employees or agents of the Quorum Companies as a result of this Agreement. Nexstar and/or its officer, employees or agents will have authority to contract in the name of or bind the Quorum Companies to the extent granted from time to time by the Board.

9. Amendment and Waiver. No modification, amendment or waiver of any provision of this Agreement will be effective unless approved in writing by Nexstar and Quorum, in which case it will be binding on all Quorum Companies; *provided*

(a) that no modification, amendment or waiver of any provision of this Agreement that is material and adverse to Quorum and/or its Subsidiaries or to the Lenders (as that term is defined in the Quorum Credit Agreement), or that changes the method of determining or the terms of payment of the Management Fee, will be effective unless it has been approved by Majority Lenders, as that term is defined in the Quorum Credit Agreement, and

(b) that no modification, amendment or waiver of any provision of this Agreement that is material and adverse to Nexstar and/or its Affiliates or to the Banks (as that term is defined in the Nexstar Credit Agreement), or that changes the method of determining or the terms of payment of the Management Fee, will be effective unless it has been approved by Majority Banks and by Majority Revolver Banks, as each such term is defined in the Second Amended and Restated Credit Agreement dated as of February 13, 2003 (the "Nexstar Credit Agreement") among Nexstar Finance, L.L.C. and the guarantors, agents and lenders identified therein, as in effect from time to time (respectively, "Nexstar's Majority Banks" and "Nexstar's Majority Revolver Banks").

The failure of either the Quorum Companies or Nexstar to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

10. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or affect the validity, legality or enforceability of any provision in any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. Entire Agreement. This Agreement embodies the complete agreement and understanding among the parties to this Agreement with respect to the subject matter of this Agreement and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter of this Agreement in any way.

12. Successors and Assigns. This Agreement will bind and inure to the benefit of and be enforceable by the Quorum Companies and Nexstar and their respective assigns; *provided* that (a) Nexstar may not assign its rights or delegate its duties under this Agreement without the prior written consent of each of Quorum, Quorum's Majority Lenders, Nexstar's Majority Banks and Nexstar's Majority Revolver Banks, and (b) no Quorum Company may assign its rights or delegate its duties under this Agreement without the prior written consent of each of Nexstar, Nexstar's Majority Banks, Nexstar's Majority Revolver Banks and Quorum's Majority Lenders.

13. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

14. Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement.

15. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict provision or rule (whether of the Commonwealth of Massachusetts or of any other jurisdiction) that would cause the laws of any jurisdiction other than the Commonwealth of Massachusetts to be applied. In furtherance of the foregoing, the internal law of the Commonwealth of Massachusetts will control the interpretation and construction of this Agreement, even if under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

16. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

17. No Strict Construction. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event 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.

18. Definitions. An "Affiliate" of any Person means any other Person controlling, controlled by or under common control with such first Person. A "Person" means an

individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any governmental entity. A “Subsidiary” of a Person means any corporation, partnership, limited liability company, association or other business entity of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof, or a majority economic interest, is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof.

19. Notices. All notices, demands and other communications given or delivered under this Agreement will be in writing and will be deemed to have been given when personally delivered or delivered by express courier service. Notices, demands and communications to the Parties will, unless another address is specified in writing, be sent to the address indicated below:

to Quorum:

c/o ABRY Partners, LLC  
111 Huntington Avenue  
30<sup>th</sup> Floor  
Boston, MA 02199  
Attention: Royce Yudkoff

to Nexstar:

909 Lake Carolyn Parkway  
Suite 1450  
Irving, TX 75039  
Attention: Perry Sook

with, in either case, with a copy to: (a) Bank of America, N.A., Media and Telecom Portfolio Management, 901 Main St., 64th Floor, Mail Code: TX1-492-64-01, Dallas, TX 75202, Attn: Steven Renwick, and (b) William E. Livingstone, IV, Managing Director, Bank of America, N.A., c/o Valinda Wolfert, Winstead Sechrest & Minick PC, 5400 Renaissance Tower, 1201 Elm Street, Dallas TX 75270.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Management and Consulting Services Agreement as of the day and year first above written.

**NEXSTAR MANAGEMENT, INC.**

By: /s/ Perry Sook

Name: Perry Sook

Its: President

**QUORUM BROADCAST HOLDINGS, LLC**

By: /s/ Daniel Sullivan

Name: Daniel Sullivan

Its: President