

## Assignment Agreement

For value received, Mission Broadcasting of Amarillo, Inc., a Delaware corporation ("Mission"), hereby assigns to Kenos Broadcasting, Inc., a Delaware corporation ("Kenos"), all of Mission's rights under the Option Agreement dated as of February 16, 1999 (the "Option Agreement") among VHR Broadcasting of Springfield, Inc., VHR Broadcasting, Inc. and Mission (as the assignee of Quorum Broadcasting of Springfield, LLC ("Quorum")). Mission may revoke such assignment at any time prior to the Closing (as that term is defined in the Option Agreement).

In consideration for such assignment, Kenos hereby assumes the obligations of Mission under the Assignment Agreement dated as of May 12, 2003 pursuant to which Quorum assigned its rights under the Option Agreement to Mission.

Dated: August 18, 2003

MISSION BROADCASTING OF AMARILLO, INC.

By: Nannie J. Smith  
Its: V.P.

Accepted and agreed as of August 18, 2003:

KENOS BROADCASTING, INC.

By: Nannie J. Smith  
Inc: V.P.

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated as of September \_\_, 2003, and is entered into among VHR Broadcasting, Inc., a Tennessee corporation ("VHR"), Victor H. Rumore (the "Stockholder"), and Kenos Broadcasting, Inc., a Delaware corporation ("Kenos" and, together with VHR and the Stockholder, the "Parties"). Other capitalized terms are defined in the Appendix to this Agreement.

VHR Broadcasting of Springfield, Inc., a Delaware corporation ("KOLR Corp."), is the operator, and VHR Springfield License, Inc., a Delaware corporation ("KOLR License") is the licensee, of television broadcast station KOLR, Springfield, Missouri ("KOLR"). VHR Broadcasting of Lubbock, Inc., a Delaware corporation ("KAMC Corp."), is the operator, and VHR Lubbock License, Inc., a Delaware corporation ("KAMC License"), is the licensee, of television broadcast station KAMC, Lubbock, Texas ("KAMC"). Each of KOLR Corp. and KAMC Corp. is a direct wholly-owned Subsidiary of VHR. KOLR License is a wholly-owned Subsidiary of KOLR Corp., and KAMC License is a wholly-owned Subsidiary of KAMC Corp. KOLR and KAMC are referred to as the "Stations."

Pursuant to the Option Agreement dated as of February 16, 1999 (the "KOLR Option Agreement") among VHR, KOLR Corp. and Quorum Broadcasting of Missouri, LLC, a Delaware limited liability company ("QB-MO"), KOLR Corp. granted QB-MO an option to acquire substantially all of the assets of KOLR Corp. (the "KOLR Option"). Pursuant to the Option Agreement dated as of February 16, 1999 (the "KAMC Option Agreement" and, together with the KOLR Option Agreement, the "Option Agreements") among VHR, KAMC Corp. and Quorum Broadcasting of Texas, LLC, a Delaware limited liability company ("QB-TX"), KAMC Corp. granted QB-TX an option to acquire substantially all of the assets of KAMC Corp. (the "KAMC Option").

On May 12, 2003, QB-MO assigned the KOLR Option and all of its rights under the KOLR Option Agreement to Mission Broadcasting of Amarillo, Inc., a Delaware corporation ("Mission"), and QB-TX assigned the KAMC Option and all of its rights under the KAMC Option Agreement to Mission, and Mission gave KOLR Corp. and KAMC Corp. notice of its intention to exercise the KOLR Option and the KAMC Option.

On August 18, 2003, Mission further assigned the KOLR Option, the KAMC Option and all of its rights under the KOLR Option Agreement and the KAMC Option Agreement to Kenos, all of the stock of which is owned by the sole stockholder of Mission.

Such sole stockholder has requested, and the Stockholder has agreed, that in lieu of Kenos acquiring the assets of KOLR Corp. and KAMC Corp., Kenos instead acquire VHR by means of a merger as described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## ARTICLE I

### MERGER AND CLOSING

1.1 Merger Certificate. On the Closing Date, the Parties will cause a certificate or articles of merger that is consistent with the terms and conditions of this Agreement and meeting the requirements of the Delaware Corporate Law and the Tennessee Corporate Law, and otherwise in form and substance acceptable to the Parties (the “Certificate of Merger”), to be properly executed and filed in accordance with the Delaware Corporate Law and the Tennessee Corporate Law.

1.2 Merger. Upon the terms and subject to the conditions set forth in this Agreement, VHR will merge with and into Kenos, and the separate legal existence of VHR will thereupon cease. Kenos will be the surviving company after the Merger (in that capacity, the “Surviving Company”). The Merger will be effective at the time on the Closing Date that is specified in the Certificate of Merger (the “Merger Time”).

#### 1.3 Effects of Merger.

(a) Generally. The Merger will have the effects specified in the Delaware Corporate Law and the Tennessee Corporate Law and, without limitation, all property, rights, privileges, powers and franchises of VHR and Kenos will vest in the Surviving Company, and all debts, liabilities and duties of VHR and Kenos will become the debts, liabilities and duties of the Surviving Company.

(b) Certificate of Incorporation. From and after the Merger Time, the certificate of incorporation of Kenos, as in effect immediately prior to the Merger Time, will be the certificate of incorporation of the Surviving Company.

(c) Directors and Officers. From and after the Merger Time, the directors and officers of the Surviving Company will be the persons who are the directors and officers, respectively, of Kenos immediately prior to the Merger Time, unless and until any such person thereafter ceases to hold such position.

(d) On VHR Stock and Kenos Stock; Payment of Debt to Stockholder. As a result of the Merger and without any other action by any Person, the outstanding Equity Securities of VHR will be converted into the right to receive all of VHR’s rights under the Contingent Purchase Agreement dated as of January 2, 2002 among the Stockholder, VHR and Quorum Broadcast Holdings, LLC (“Quorum”), as in effect from time to time (the “ABS Sale Agreement”), which rights (the “ABS Sale Agreement Rights”) the Surviving Company will be deemed to have assigned to the Stockholder by means of the Merger. In addition, immediately after the Merger, the Surviving Company will repay all indebtedness that VHR owed to the Stockholder immediately prior to the Merger, plus unpaid accrued interest thereon, in cash. The capital stock of Kenos that is outstanding immediately prior to the Merger will be unaffected by the Merger and will continue to be the outstanding capital stock of Kenos thereafter.

## ARTICLE II

### CLOSING

2.1 The Closing. Subject to Section 8.1, the closing of the Merger and the consummation of all related transactions to be consummated contemporaneously therewith pursuant to this Agreement (the "Closing"), shall be held after the satisfaction or VHR's waiver in writing of each of the conditions set forth in Article VI and at the time and location and on the date specified by Kenos in writing to VHR delivered not less than five Business Days prior to such date, or at such other place and/or at such other time and day as VHR and Kenos may agree in writing.

2.2 Deliveries at Closing. All actions at the Closing shall be deemed to occur simultaneously, and no document or payment to be delivered or made at the Closing shall be deemed to be delivered or made until all such documents and payments are delivered or made to the reasonable satisfaction of Kenos, VHR and their respective counsel.

(a) Deliveries by VHR. At the Closing, VHR shall deliver to Kenos such instruments of conveyance and other customary documentation as shall in form and substance be reasonably satisfactory to Kenos and its counsel in order to effect the Merger, including, without limitation, the following:

- (1) releases of Liens on the assets of VHR or its Subsidiaries that are not Permitted Encumbrances;
- (2) a certified copy of the resolutions or proceedings of VHR's board of directors and stockholders authorizing VHR's consummation of the Merger;
- (3) a certificate as to the existence and/or good standing of VHR issued by the Secretary of State of each state under the laws of which VHR is incorporated, organized, formed or authorized to do business, in each case dated on or after the fifth Business Day prior to the Closing Date, certifying as to the good standing and/or qualification of VHR in such jurisdiction;
- (4) all Consents received by VHR through the Closing Date; and
- (5) such other documents as Kenos may reasonably request.

(b) Deliveries by Kenos. At the Closing, Kenos shall deliver to the Stockholder such customary documentation as shall in form and substance be reasonably satisfactory to VHR and its counsel in order to effect the Merger, including, without limitation, the following:

- (1) a certificate of Kenos dated the Closing Date to the effect that the conditions set forth in Article VII have been fulfilled;

- (2) a certified copy of the resolutions or proceedings of Kenos authorizing the consummation of the Merger;
- (3) an instrument pursuant to which the ABS Sale Agreement Rights are assigned to the Stockholder;
- (4) a certificate issued by the Secretary of State of the state under the laws of the State of Delaware, in each case dated on or after the fifth Business Day prior to the Closing Date, certifying as to the organization and/or qualification of Kenos in each such jurisdiction; and
- (5) such other documents as VHR may reasonably request.

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES OF VHR AND THE STOCKHOLDER**

VHR represents and warrants to Kenos as follows:

3.1 Incorporation; Power. VHR is a corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee. VHR has the corporate power to enter into and consummate the transactions contemplated by this Agreement.

3.2 Equity Securities. The Stockholder is the beneficial and record owner of all issued and outstanding Equity Securities of VHR. VHR is the beneficial and record owner of all of the issued and outstanding Equity Securities of each of KOLR Corp. and KAMC. Corp. KOLR Corp. is the beneficial and record owner of all of the issued and outstanding Equity Securities of KOLR License. KAMC Corp. is the beneficial and record owner of all of the issued and outstanding Equity Securities of KAMC License. VHR owns no Equity Security of any Person other than KOLR Corp., KAMC Corp. and VHR-ABS, LLC. KOLR Corp. owns no Equity Security of any Person other than KOLR License. KAMC owns no Equity Security of any Person other than KAMC License.

3.3 Corporate Action. All actions necessary to be taken by or on the part of VHR in connection with the execution and delivery of this Agreement and the consummation of transactions contemplated hereby to be consummated and presently necessary to make the same effective have been duly and validly taken. This Agreement has been duly and validly authorized, executed, and delivered by VHR and the Stockholder and constitutes a valid and binding agreement, enforceable against VHR and the Stockholder in accordance with and subject to its terms.

3.4 No Defaults. On the Closing Date (after giving effect to all Consents which have been obtained), neither the execution and delivery by VHR or the Stockholder of this Agreement, nor the consummation by VHR or the Stockholder of the transactions contemplated by this Agreement to be consummated on or prior to the Closing Date, will constitute, or, with the giving of notice or the passage of time or both, would constitute, a material violation of or would conflict in any material respect with or result in any material breach of or any material

default under, any of the terms, conditions, or provisions of any Legal Requirement to which the Stockholder, VHR or any of its Subsidiaries is subject, or of VHR's certificate of incorporation or by-laws or similar organizational documents, or of any material contract, agreement, or instrument to which the Stockholder or VHR is a party or by which VHR and their respective assets are bound.

3.5 Brokers. There is no broker or finder or other Person who would have any valid claim against VHR or the Stockholder for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or understanding of or action taken by VHR or any Affiliate of VHR.

3.6 Liabilities. Neither VHR nor any of its Subsidiaries has any liability or obligation other than the Existing Station Indebtedness, liabilities and obligations that have arisen out of the operation of the Stations and liabilities and obligations arising under agreements to which Quorum, QB-MO and/or QB-TX is a party.

3.7 Closing Date. Each of the representations and warranties set forth in this Article III will be true and correct on the Closing Date as if made thereon.

## ARTICLE IV

### **REPRESENTATIONS AND WARRANTIES OF KENOS**

Kenos represents and warrants to VHR and the Stockholder as follows:

4.1 Incorporation. Kenos is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and Kenos has the corporate power to enter into and consummate the transactions contemplated by this Agreement.

4.2 Action. All actions necessary to be taken by or on the part of Kenos in connection with the execution and delivery of this Agreement and the consummation of transactions contemplated hereby to be consummated and presently necessary to make the same effective have been duly and validly taken. This Agreement has been duly and validly authorized, executed and delivered by Kenos and constitutes a valid and binding agreement, enforceable against Kenos in accordance with and subject to its terms.

4.3 No Defaults. On the Closing Date (after giving effect to all approvals and consents which have been obtained), neither the execution and delivery by Kenos of this Agreement, nor the consummation by Kenos of the transactions contemplated by this Agreement to be consummated on or prior to the Closing Date, will constitute, or, with the giving of notice or the passage of time or both, would constitute, a material violation of or would conflict in any material respect with or result in any material breach of or any material default under, any of the terms, conditions, or provisions of any Legal Requirement to which Kenos is subject, or of Kenos's certificate of incorporation or by-laws or similar organizational documents, if any, or of any material contract, agreement, or instrument to which Kenos is a party or by which Kenos is bound.

4.4 Brokers. There is no broker or finder or other Person who would have any valid claim against VHR or the Stockholder for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or understanding of or action taken by Kenos or any Affiliate of Kenos.

## **ARTICLE V**

### **COVENANTS**

5.1 Covenants of VHR Generally. From the date of this Agreement until the Closing, except as Kenos may otherwise consent, VHR will, and will cause each of KOLR Corp. and KAMC Corp. to, comply with their respective covenants set forth in the Option Agreements (as if the Merger were the “Sale” referred to in each such Option Agreement ), including the Schedules thereto, and the Stockholder will cause VHR to comply with this Section 5.1.

5.2 Covenants of Kenos Generally. From the date of this Agreement until the Closing, except as VHR may otherwise consent, Kenos will comply with its covenants set forth in the Option Agreements (as if the Merger were the “Sale” referred to in each such Option Agreement ), including the Schedules thereto, as assignee of the Optionholders thereunder.

## **ARTICLE VI**

### **CONDITIONS TO VHR’S OBLIGATIONS ON THE CLOSING DATE**

The obligation of VHR to consummate the Merger on the Closing Date is, at VHR’s option, subject to the fulfillment of the following conditions at or prior to the time of the Closing:

#### **6.1 Representations, Warranties, Covenants.**

(a) Each of the representations and warranties of Kenos contained in this Agreement shall be true and accurate in all material respects (except to the extent changes are permitted or contemplated pursuant to this Agreement) as if made on and as of the Closing Date; and

(b) Kenos shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or at the Closing.

#### **6.2 Proceedings.**

(a) No action or proceeding shall have been instituted and be pending before any court or governmental body to restrain or prohibit, or to obtain a material amount of damages in respect of, the consummation of the Merger that, in the reasonable opinion of VHR, may reasonably be expected to result in a preliminary or permanent injunction against such consummation or, if the Merger were consummated, an order to

nullify or render ineffective this Agreement or the Merger or for the recovery against the Stockholder any amount of damages; and

(b) none of the parties to this Agreement shall have received written notice from any governmental body of (i) such governmental body's intention to institute any action or proceeding to restrain or enjoin or nullify this Agreement or the Merger, or to commence any investigation (other than a routine letter of inquiry, including, without limitation, a routine Civil Investigative Demand) into the consummation of the Merger, or (ii) the actual commencement of such an investigation, in each case which remains pending or open.

6.3 FCC Authorization. The FCC Approval Date shall have occurred with respect to all Required FCC Consents and all Required FCC Consents shall be in full force and effect.

6.4 Other Instruments. Kenos shall have delivered, or shall stand ready to deliver, to VHR such instruments, documents, and certificates as are contemplated by Section 2.2(b).

## ARTICLE VII

### REMEDIES

7.1 Acknowledgment by Kenos. Kenos has conducted, to its satisfaction, an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Stations and the assets used in their operation. In determining to proceed with the transactions contemplated by this Agreement, Kenos has relied, and will rely, on the representations, warranties and covenants of VHR and the Stockholder set forth in this Agreement and the results of such independent investigation and verification. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY OTHER PROVISIONS OF THIS AGREEMENT, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT VHR IS NOT MAKING ANY REPRESENTATION OR WARRANTY EXPRESS, IMPLIED, AT COMMON LAW, STATUTORY OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. SUBJECT TO SUCH REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, KENOS TAKES THE CAPITAL STOCK OF KOLR CORP. AND KAMC CORP. BY VIRTUE OF THE MERGER "AS IS AND WHERE IS." WITHOUT LIMITING THE IMMEDIATE TWO SENTENCES, VHR AND THE STOCKHOLDER HEREBY EXPRESSLY DISCLAIM AND NEGATE (AND KENOS UNDERSTANDS, ACKNOWLEDGES AND AGREES WITH SUCH DISCLAIMER AND NEGATION) ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, STATUTORY OR OTHERWISE, RELATING TO (1) THE CONDITION OF THE REAL OR TANGIBLE PERSONAL PROPERTIES OF VHR AND ITS SUBSIDIARIES (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OR MATERIALS); (2) ANY**



**INFRINGEMENT BY VHR OR ANY OF ITS AFFILIATES OF ANY PATENT, INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT OF ANY THIRD PARTY; AND (3) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY ESTIMATES, PROJECTIONS AND EVALUATIONS, INCLUDING, WITHOUT LIMITATION, THE PROJECTED, FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OR OPERATIONS, ASSETS OR LIABILITIES RELATING TO THE STATIONS.**

## **ARTICLE VIII**

### **TERMINATION/MISCELLANEOUS**

8.1 Termination of Agreement Prior to the Closing Date. This Agreement may be terminated at any time on or prior to the Closing by VHR or Kenos by written notice to the other at any time after the first anniversary of the date of this Agreement. Neither Kenos, VHR nor the Stockholder shall have any liability to the other of them for costs, expenses, damages (consequential or otherwise), loss of anticipated profits, or otherwise as a result of a termination pursuant to this Section 8.1. This Article VIII will survive the termination of this Agreement pursuant to this Section 8.1.

8.2 Remedies. In the event of a breach of any of VHR's or the Stockholder's obligations under this Agreement, Kenos, in addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties hereto agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach of any such obligations of VHR or the Stockholder.

8.3 Expenses. Except as otherwise expressly provided in this Agreement, each of VHR, the Stockholder and Kenos shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including, without limitation, accounting and legal fees incurred in connection herewith; provided that (a) Kenos will reimburse VHR and the Stockholder for all reasonable out-of-pocket expenses incurred by them in connection with the preparation, negotiation and implementation of this Agreement and all related agreements, (b) Kenos will reimburse VHR and the Stockholder for all reasonable out-of-pocket expenses incurred by them in connection with or in preparation for the Closing (including those incurred in performing their respective obligations under Section 6.2 of either Option Agreement as it relates to the Merger), and (c) Kenos will pay all filing fees associated with any filing contemplated by Section 6.2(a) or Section 6.2(d) of either Option Agreement as they relate to the Merger.

8.4 Assignments; Exercise in Part. This Agreement shall not be assigned by VHR or the Stockholder without the prior written consent of Kenos; provided that, whether or not any requisite consent of Kenos has been obtained, this Agreement will be binding upon all respective successors and the legal representatives of VHR and the Stockholder, whether by operation of law or otherwise (except that this proviso shall not apply to any transfer or disposal pursuant to a Pledge Agreement). Any attempt by VHR or the Stockholder to assign this Agreement without first obtaining the consent of Kenos shall be void. This Agreement shall be

binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned in whole or in part by Kenos without the prior written consent of VHR or the Stockholder to any Person (provided that no such assignment shall relieve the assigning Person of any of its obligations or liabilities hereunder), and Kenos will inform VHR and the Stockholder of any such assignment. Any assignee of Kenos will be deemed to be "Kenos" for purposes of this Agreement as to the rights assigned to such assignee.

8.5 Further Assurances. From time to time prior to, at, and after the Closing Date, each party hereto will execute all such instruments and take all such actions as another party hereto, being advised by counsel, shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof, and all transactions and things contemplated by this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those to be delivered on the Closing Date, as the case may be, and any and all actions which may reasonably be necessary to complete the transactions contemplated hereby.

8.6 Notices. All notices, demands, and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, three (3) days after deposited in the mail, first class postage prepaid, as the case may be, addressed as follows:

(a) If to VHR or the Stockholder:

c/o VHR Broadcasting  
1201 8th Avenue South  
Nashville, TN 37203-8003  
Attn: Victor H. Rumore

with a copy (which will not constitute  
notice to VHR or Parent) to:

Boult, Cummings, Connors & Berry  
414 Union Street, Suite 1600  
P.O. Box 198062  
Nashville, TN 37219  
Attention: Joseph W. Gibbs

or to such other address and/or with such other copies as VHR may from time to time designate by notice to Kenos given in accordance with this Section 8.6; and

(b) If to Kenos:

544 Red Rock Drive  
Wadsworth, OH 44281  
Attention: David Smith

with a copy (which will not constitute  
notice to Kenos) to:

Drinker Biddle & Reath LLP  
1500 K Street, N.W.  
Suite 1100  
Washington, DC 20005  
Attention: Howard Liberman

or to such other address and/or with such other copies as Kenos may from time to time designate by notice to VHR given in accordance with this Section 8.6.

8.7 Captions. The captions of Articles and Sections of this Agreement are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

8.8 Law Governing. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCES TO ITS PRINCIPLES OF CONFLICT OF LAWS, EXCEPT TO THE EXTENT THAT THE FEDERAL LAW OF THE UNITED STATES GOVERNS THE TRANSACTIONS CONTEMPLATED HEREBY.

8.9 Waiver of Provisions. The terms, covenants, representations, warranties, and conditions of this Agreement may be waived only by a written instrument executed by the Person waiving compliance. The failure of Kenos, the Stockholder or VHR at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later date to enforce the same. No waiver by Kenos, the Stockholder or VHR of any condition or the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

8.10 Counterparts. This Agreement may be executed in two (2) or more counterparts, and all counterparts so executed shall constitute one (1) agreement binding on all of the parties hereto, notwithstanding that all the parties hereto are not signatory to the same counterpart.

8.11 Entire Agreement/Amendments. This Agreement (including the Schedules hereto) constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between them relating to the subject matter hereof. No amendment or waiver of any provision of this Agreement shall be

binding unless executed in writing by the party to be bound thereby. The parties intend that this Agreement be in full compliance with all published rules, policies and orders of the FCC. If the FCC orders that the parties change any term of this Agreement, then the parties will attempt to do so, consistent with said FCC order and the overall intent of this Agreement.

#### 8.12 Access to Books and Records.

(a) Kenos shall preserve for not less than five (5) years after the Closing Date all books and records of VHR and its Subsidiaries relating to the operations of VHR's Subsidiaries. After such five-year period, Kenos will not destroy any books or records relating to the conduct of business of either Station prior to the Closing unless Kenos first offers to transfer such books and records to the Stockholder, and if Kenos is requested to do so, Kenos will transfer such books or records to the Stockholder.

(b) At the request of any other party to this Agreement, Kenos will permit the Stockholder (including his employees, accountants, and counsel) any access, upon reasonable prior written notice during normal business hours, to all of its property, accounts, books, contracts, records, accounts payable and receivable, records of employees, FCC logs and other information concerning the affairs or operation of either Station as he may reasonably request for any reasonable purpose, and to make extracts or copies from the foregoing at his expense.

8.13 Public Announcements. Prior to the Closing, no party to this Agreement shall, except by mutual agreement with all other parties to this Agreement (including agreement as to content, text and method or distribution or release), make any press release or other public announcement or disclosure concerning the transactions contemplated by this Agreement, except as may be required by any Legal Requirement (including, without limitation, filings and reports required to be made with or pursuant to the rules of the Securities and Exchange Commission); provided that, prior to making any such announcement or disclosure required by any Legal Requirement, to the extent practicable, the disclosing Person gives each other party to this Agreement prior written notice of the context, text and content of, the method of distribution or release of, and all other material facts concerning, such disclosure.

#### 8.14 Definitional Provisions.

(a) Terms Defined in Appendix. Each capitalized term which is used and not otherwise defined in this Agreement or any Schedule to this Agreement has the meaning which is specified for such term in the Appendix which is attached to this Agreement.

(b) Gender and Number. Words used in this Agreement, regardless of the gender and number specifically used, will be deemed and construed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context requires.

#### 8.15 Arbitration.

(a) Generally. Kenos, the Stockholder and VHR agree that the arbitration procedures described in this Section 8.15 will be the sole and exclusive method of resolving and remedying any claim for indemnification or other remedy arising under this Agreement (collectively, "Disputes"); provided that nothing in this Section 8.15 will prohibit a party from instituting litigation to enforce any Final Arbitration Award. Kenos, the Stockholder and VHR agree that, except as otherwise provided in the Commercial Arbitration Rules of the American Arbitration Association as in effect from time to time (the "AAA Rules"), the arbitration procedures described in this Section 8.15 and any Final Arbitration Award will be governed by, and will be enforceable pursuant to, the Uniform Arbitration Act as in effect in the Commonwealth of Massachusetts from time to time. No Person will be entitled to claim or recover punitive damages in any such proceeding.

(b) Notice of Arbitration. If a Party asserts that there exists a Dispute, then such Person (the "Disputing Person") will give the other party or parties to such Dispute (together with the Disputing Person, the "Disputing Parties") a written notice setting forth the nature of the asserted Dispute. If the Disputing Parties do not resolve any such asserted Dispute prior to the tenth Business Day after such notice is given, then any Disputing Party may commence arbitration pursuant to this Section 8.15 by giving the other Disputing Party(ies) a written notice to that effect (an "Arbitration Notice"), setting forth any matters which are required to be set forth therein in accordance with the AAA Rules.

(c) Selection of Arbitrator. The Disputing Parties will attempt to select a single arbitrator by mutual agreement. If no such arbitrator is selected prior to the twentieth Business Day after the related Arbitration Notice is given, then an arbitrator which is experienced in matters of the type which are the subject matter of the Dispute will be selected in accordance with the AAA Rules.

(d) Conduct of Arbitration. The arbitration will be conducted under the AAA Rules, as modified by any written agreement between the Disputing Parties. The arbitrator will conduct the arbitration in a manner so that the final result, determination, finding, judgment or award determined by the arbitrator (the "Final Arbitration Award") is made or rendered as soon as practicable, and the Disputing Parties will use reasonable efforts to cause a Final Arbitration Award to occur not later than the sixtieth day after the arbitrator is selected. Any Final Arbitration Award will be final and binding upon the Disputing Parties, and there will be no appeal from or reexamination of any Final Arbitration Award, except in the case of fraud, perjury or evident partiality or misconduct by the arbitrator prejudicing the rights of a Party or to correct manifest clerical errors.

(e) Enforcement. Kenos, the Stockholder and VHR agree that a Final Arbitration Award may be enforced in any state or federal court having jurisdiction over the subject matter of the related Dispute.

(f) Expenses. A prevailing Party in any arbitration proceeding in connection with this Agreement shall be entitled to recover from the non-prevailing Party or Parties its reasonable attorneys' fees and disbursements in addition to any damages or other remedies awarded to such prevailing party, and the non-prevailing Party or Parties also will be required to pay all other costs and expenses associated with the arbitration; provided that (1) if an arbitrator is unable to determine that a Party is a prevailing Party in any such arbitration proceeding, then such costs and expenses will be equitably allocated by such arbitrator upon the basis of the outcome of such arbitration proceeding, and (2) if such arbitrator is unable to allocate such costs and expenses in such a manner, then the costs and expenses of such arbitration will be paid in equal amounts by the Parties, and each Party will pay the out-of-pocket expenses incurred by it. As part of any Final Arbitration Award, the arbitrator may designate the prevailing Party for purposes of this Section 8.15. Except as provided in the preceding sentences, each party to this Agreement will bear its own costs and expenses (including legal fees and disbursements) in connection with any such proceeding or submission.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

VHR BROADCASTING, INC.

By: /s/ Victor Rumore  
Name: Victor H. Rumore  
Title: President

/s/ Victor Rumore  
Victor H. Rumore

KENOS BROADCASTING, INC.

By: /s/ David Smith  
Name: David Smith  
Title: President

## APPENDIX

The following capitalized terms have the following meaning when used in this Agreement and the Schedules attached to this Agreement:

A “Business Day” means any day other than a Saturday, Sunday or other day upon which banks in Springfield, Missouri are not open for business.

“Closing Date” means the date upon which the Closing occurs.

“Communications Act” means the Communications Act of 1934, as in effect from time to time.

With respect to any Contract, a “Consent” means any consent or approval of any Person other than any party to this Agreement which, in accordance with the terms of such Contract, is required to be obtained in order to permit the consummation of the Merger.

“Contract” means any agreement, lease, arrangement, commitment, or understanding to which VHR or any of its Subsidiaries is a party.

“Delaware Corporate Law” means the Delaware General Corporation Law, as in effect from time to time.

“Equity Securities” of any Person means (i) any of such Person’s capital stock, partnership, members, joint venture or other ownership or equity interest, participation or securities (whether voting or non-voting, whether preferred, common or otherwise, and including any stock appreciation, contingent interest or similar right) and (ii) any option, warrant, security or other right (including debt securities) directly or indirectly convertible into or exercisable or exchangeable for, or otherwise to acquire directly or indirectly, any stock, interest, participation or security described in clause (i) above.

“Existing Station Indebtedness” means (i) the principal of and interest on all Indebtedness, whether now or hereafter existing or arising, due or to become due to, or held or to be held by the lenders under or pursuant to the Credit Agreement dated as of April 16, 1999 among Quorum, certain of its subsidiaries, VHR, certain other borrowers and guarantors and the agents and lenders identified therein, as amended, supplemented and otherwise modified from time to time, including, without limitation, all extensions, renewals, restatements, rearrangements and refundings thereof (the “Existing Credit Agreement”), and any and all other amounts payable in connection therewith or in connection with the other Loan Documents (as that term is defined in the Existing Credit Agreement), whether on account of fees, indemnities, reimbursement obligations in respect of letters of credit, costs, expenses or otherwise; (ii) the principal of and interest on all Indebtedness, whether now or hereafter existing or arising, due or to become due to, or held or to be held by the holder of the Subordinated Promissory Note of KOLR Corp. (then known as Burr-Hawkins Media, Inc.) dated October 14, 1998 and issued to the Stockholder, as amended, supplemented and otherwise modified from time to time, including, without limitation, all extensions, renewals, restatements, rearrangements and refundings thereof, and any and all other amounts payable in connection therewith, whether on account of fees, indemnities, reimbursement obligations in respect of letters of credit, costs, expenses or otherwise; and (iii)



the principal of and interest on any Indebtedness, hereafter existing or arising under any amendment, restatement, supplement, renewal, extension, rearrangement and substitution, in whole or in part, of any obligation described in the preceding clause (i) or clause (ii) or this clause (iii).

“FCC” means the Federal Communications Commission or any successor thereto.

“FCC Approval Date” means the first day upon which each Required FCC Consent is effective.

“Indebtedness” means, without duplication, (i) any indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any indebtedness for the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current liabilities incurred in the ordinary course of business which are not more than six months past due), (iv) any commitment by which a Person assures a creditor against loss (including, without limitation, contingent reimbursement obligations with respect to letters of credit), (v) any indebtedness guaranteed in any manner by a Person (including, without limitation, guarantees in the form of an agreement to repurchase or reimburse), (vi) any obligations under capitalized leases with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with respect to which obligations a Person assures a creditor against loss, (vii) any indebtedness secured by a Lien on a Person’s assets and (viii) any unsatisfied obligation for “withdrawal liability” to a “multiemployer plan” as such terms are defined under ERISA.

“Legal Requirements” means the Communications Act, the rules, regulations and published policies of the FCC, and all other federal, state and local laws, rules, regulations, ordinances, judgments, orders and decrees.

“Lien” means any mortgage, pledge, hypothecation, encumbrance, lien (statutory or otherwise), preference, priority or other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

“Permitted Encumbrances” means (i) Liens for current taxes in respect of either Station or the assets of either Station and other amounts which are not then due and payable and which arise by operation of law, (ii) Liens on the assets of either Station which were in existence on the date of the Option Agreements and which do not secure indebtedness or borrowed money, (iii) Liens on the assets of either Station arising by operation of law or in the ordinary course of business of VHR and its Subsidiaries after the date of the Option Agreements and not securing indebtedness for borrowed money, (iv) Liens securing the Senior Station Indebtedness, and (v) Liens on the assets of either Station which, in the aggregate, would not be expected to have a material effect on such assets after the Merger.

A “Person” means any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association or government or department thereof.

“Pledge Agreement” means any pledge agreement entered into by VHR to secure Senior Station Indebtedness.

A “Required FCC Consent” means any action or order by the FCC granting its consent to the consummation of a Sale pursuant to this Agreement without any condition which in the reasonable judgment of Kenos, the Stockholder or VHR is adverse to Kenos, the Stockholder or VHR, as the case may be, in any material respect.

“Senior Station Indebtedness” means (a) the Indebtedness described in clause (i) of the definition of the term “Existing Station Indebtedness,” and (b) the principal of and interest on any Indebtedness, hereafter existing or arising under any amendment, restatement, supplement, renewal, extension, rearrangement and substitution, in whole or in part, of any obligation described in the preceding clause (a) or this clause (b).

“Tennessee Corporate Law” means the Tennessee Business Corporation Act, as in effect from time to time.

“Transaction Documents” means this Agreement and all other documents executed and delivered in connection therewith, in each case as in effect from time to time.