

## SHARED SERVICES AGREEMENT

This Shared Services Agreement ("Agreement") is entered into as of February 6, 1999 by and between VHR Broadcasting of Springfield, Inc., a Delaware corporation ("VHR"), and Quorum Broadcasting of Missouri, Inc. ("Quorum"), a Delaware corporation. Quorum and VHR are referred to collectively as the "Parties."

**WHEREAS**, VHR is the licensee of television station KOLR(TV), Springfield, Missouri ("KOLR"). Television station KDEB-TV, Springfield, Missouri ("KDEB") is licensed to an affiliated Quorum entity.

**WHEREAS**, KOLR and KDEB are collectively referred to as the "Stations."

**NOW, THEREFORE**, For their mutual benefit and in order to enhance the respective abilities of Quorum and VHR to compete with other television and media outlets serving the Springfield, Missouri market, Quorum and VHR agree as follows:

1. **SHARING ARRANGEMENTS GENERALLY.** From time to time, Quorum and VHR may agree to share the costs of certain services and procurements which they individually require in connection with the ownership and operation of the Stations. Such sharing arrangements may take the form of joint or cooperative buying arrangements, or the performance of certain functions relating to the operation of one Station by employees of the owner and operator of the other Station (subject in all events to the supervision and control of personnel of the owner and operator of the Station to which such functions relate), or may be otherwise structured, and will be governed by terms and conditions upon which Quorum and VHR may agree from time to time. Such sharing arrangements may include the co-location of the studio, non-managerial administrative and/or master control and technical facilities of the Stations and the sharing of groundskeeping, maintenance, security and other services relating to those facilities, subject to existing legal obligations of the parties. In performing services under any such sharing arrangement (including those described in Section 4), personnel of one Party will be afforded access to, and have the right to utilize, without charge, assets and properties of the other Party to the extent necessary or desirable in the performance of such services.

2. **CERTAIN SERVICES NOT TO BE SHARED.**

(a) **Senior Management and Other Personnel.** At all times, each Station will have personnel performing the typical functions of a general manager, a chief engineer, a business manager, a program director, and a master control operator. Such personnel will (i) be retained solely by the Party which owns and operates such Station and will report solely to such Party, and (ii) will have no involvement or responsibility in respect of the operation of the other Station.

(b) **Programming and Sales.** Each Party will maintain for the Station owned and operated by it separate managerial and other personnel to carry out the selection and procurement of programming for such Station, and in no event will the Parties or the Stations share services, personnel, or information pertaining to such matters, except as set forth in Section

4(f)(i) below. Each Party will in all events have the exclusive right to sell advertising and commercial time on the Station owned and operated by it and receive all revenue from such sales, subject to that certain Agreement for the Sale of Commercial Time being entered into by the Parties simultaneously herewith (the "Sales Agreement").

**3. GENERAL PRINCIPLES GOVERNING SHARING ARRANGEMENTS.** All arrangements contemplated by this Agreement will be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the Federal Communications Commission (the "FCC"), as in effect from time to time (the "FCC Rules and Regulations"), and all other applicable laws. The arrangements made pursuant to this Agreement will not be deemed to constitute "joint sales," "program services," "time brokerage," "local marketing," or similar arrangements or a partnership, joint venture, or agency relationship between the Parties or the Stations, and no such arrangement will be deemed to give either Party any right to control the policies, operations, management or any other matters relating to the Station owned and operated by the other Party. All arrangements contemplated by this Agreement, including the specific arrangements set forth in Sections 2 and 4, are subject to modification upon mutual agreement of the Parties so long as such arrangements, so modified, continue to be consistent with the principles set forth in this Section 3.

**4. CERTAIN SPECIFIC SHARING ARRANGEMENTS.** In furtherance of the general agreements set forth in Sections 1 through 3 above, Quorum and VHR have agreed as follows with respect to the sharing of certain services:

(a) **Execution of Promotional Policies.** Quorum personnel will implement and execute the promotional policy developed by Quorum personnel for KDEB from time to time. Subject to direction and control by VHR management personnel, Quorum personnel will also implement and execute the promotional policy for KOLR. Such implementation and execution will include such tasks as graphic design, production and media placement and buying.

(b) **Continuity and Traffic Support.** Quorum personnel will carry out continuity and other tasks necessary to support traffic personnel and functions for KDEB. Subject to direction and control by management personnel of VHR, Quorum personnel will also carry out continuity and such other tasks with respect to KOLR.

(c) **Master Control.** Master control operators and related employees of Quorum may carry out master control functions for KOLR subject to the direction and control of VHR management personnel.

(d) **Collections and Payable Support.** As set forth in the Sales Agreement, Quorum personnel will perform the tasks associated with the collection and application of proceeds of accounts receivable arising from the sale of advertising on KOLR. However, Quorum personnel will not engage in the payment of accounts payable of VHR arising under contracts for the license of programming run or to be run on KOLR, the payment of VHR's payroll with respect to KOLR, or other obligations of VHR incurred in the normal course of business.

(e) **Transmission Facilities Maintenance.** Quorum personnel will maintain and repair (as needed) the transmission facilities of KDEB. Subject to direction and control by VHR management personnel, Quorum personnel will also maintain and repair (as needed) the transmission facilities of KOLR.

(f) **Newscast Production.**

(i) **Production and Delivery.** Utilizing both KDEB management personnel and facilities, Quorum will provide live-feed, fully-staffed and produced newscasts for broadcast on KOLR at such times as VHR may request from time to time by reasonable advance notice to Quorum; provided that such newscasts will not comprise more than 15% (by duration) of the programming broadcast on KOLR during any broadcast day. Quorum will be responsible for delivering such newscasts to KOLR's broadcast facilities. VHR shall make available to Quorum (A) such space in the KOLR studio and facilities as may be reasonably necessary to produce such newscasts, (B) such non-management-level news personnel as may be necessary to produce such newscasts, and (C) such technical facilities of KOLR as may be necessary to produce such newscasts and to deliver such newscasts to KOLR's transmission facilities. Quorum will use reasonable efforts to provide such newscasts that are of a quality appropriate to KOLR's market. Such newscasts will be produced exclusively for VHR for broadcast on KOLR, but may include non-exclusive videotape, graphics, news stories, field reports and other material. VHR personnel will determine the title and format of such newscasts, and such newscasts will have an "on-air appearance" as if they had been originated by VHR through KOLR.

(ii) **Commercial, Advertising and Promotional Spots.** VHR will determine the amount of commercial advertising time and promotional time to be provided for during such newscasts. Subject to the Sales Agreement, VHR will have the exclusive right to sell commercial advertising time during such newscasts and will retain all revenue from the sale of such commercial advertising time.

(iii) **Editorial Control and Responsibility.** Quorum will use reasonable efforts to maintain a system of editorial review to ensure the accuracy, prior to broadcast, of all investigative reports and other stories prepared by Quorum personnel and included in the newscasts which Quorum provides to VHR.

(iv) **CBS News Feeds.** Subject to Quorum, VHR and CBS Network News entering into a news sharing agreement in form and substance agreeable to the parties thereto, Quorum will be free to utilize, at its discretion, the CBS Network News feed footage in the newscasts it produces for VHR.

(v) **Operating Conditions Agreement.** Quorum and VHR will collaborate to create a newscast operating conditions agreement or procedural memo which will provide the basis for daily operations, contingencies, KOLR's access to breaking stories, procedures for editorial compliance with FCC Rules and Regulations (including quarterly programs/issues requirements), regularly scheduled operations,

editorial and ratings reviews and guidelines for access by VHR personnel and KOLR customers to Quorum's facilities.

(g) **Services Fee.** In consideration for the services to be provided to KOLR by Quorum personnel as described in Sections 4(a) through 4(f), VHR will pay to Quorum 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 during any calendar year will be determined in accordance with Section 4(g)(iii), in the case of calendar year 1999, and will be 110% of the Services Fee during the preceding year (without regard to any deferral of the Services Fee for such preceding year pursuant to Section 4(g)(ii)), in the case of each subsequent year.

(ii) **Deferral.** Payment and accrual of the Services Fee in respect of any calendar year (or partial calendar year, in the case of the calendar years during which the sharing of services described in Section 4(a) through 4(f) commences and ceases) will be deferred to the extent that the amount of the Services Fee which otherwise would be payable for such period would exceed KOLR's Available Cash Flow (as that term is defined in Section 4(g)(iv)) for such period; provided that an amount equal to the amount so deferred in respect of any calendar year or partial calendar year will be added to the base amount of the Services Fee for the following calendar year or partial calendar year. In addition, upon a termination of this Agreement pursuant to clause (i) of Section 8, the entire amount of the Services Fee which has accrued and is unpaid as of the Cessation Date (as that term is defined in Section 8) will be waived.

(iii) **Payment Terms.** The Services Fee will be payable monthly in equal installments during each calendar year from and after the month during which this Agreement is executed, and will be prorated on a daily basis for calendar year 1999 and the calendar year during which the sharing arrangements described in Sections 4(a) through 4(f) are terminated. These monthly payments will be based upon VHR's good-faith estimate of the non-deferred amount of the Services Fee for each year or partial year (based on its good faith estimate of the Available Cash Flow for that year or partial year), consistent with the principle that such non-deferred amount of the Services Fee shall be equal to \_\_% of KOLR's Available Cash Flow for that year or partial year. At the conclusion of each calendar year, or more frequently as necessary, when the actual amount of KOLR's Available Cash Flow for that year or partial year (or other time period) is established, Quorum will pay to VHR or VHR will pay to Quorum, as the case may be, any additional amounts as may be necessary to give effect to any deferral of Services Fees pursuant to Section 4(g)(ii).

(iv) **Available Cash Flow Defined.** For any period, KOLR's "Available Cash Flow" means VHR's broadcast cash flow in respect of KOLR for such period (determined without deduction for the Service Fee), reduced by the following, without duplication:

(A) the aggregate amount of all cash paid by VHR in respect of reasonable capital, operational, and business expenditures relating to KOLR during such period;

(B) the aggregate amount of all cash payments required to be made by VHR or its parent company during such period in respect of the principal amount of, and interest on, indebtedness of VHR or its parent company for borrowed money incurred in respect of KOLR, including indebtedness to Victor H. Rumore;

(C) the aggregate amount of all cash payments made by VHR during such period in respect of federal, state and local taxes; and

(D) salaries for VHR's employees and officers, except to the extent already deducted in determining VHR's broadcast cash flow for such period,

in each case to the extent not reflected in such broadcast cash flow for such period or any prior period, and increased or reduced as VHR and Quorum may reasonably agree is appropriate in light of the reduction or increase in the non-cash net working capital of VHR in respect of KOLR during such period.

**5. INDEMNIFICATION; INSURANCE.** Without limiting any other provisions concerning indemnification contained in this Agreement, the Parties agree as follows:

(a) **Agreement to Indemnify by Quorum.** Quorum or any affiliated Quorum entity hereby agrees, jointly and severally, to indemnify and save VHR, its affiliates, and their respective shareholders, officers, directors, employees, successors and assigns and Victor H. Rumore, individually (each, a "VHR Indemnitee"), harmless from and against, for and in respect of, any and all demands, judgments, injuries, penalties, damages, losses, obligations, liabilities, claims, actions or causes of action, encumbrances, costs, fines, expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) suffered, sustained, incurred or required to be paid by any VHR Indemnitee (collectively, "VHR Damages"), including, without limitation, any VHR Damages related to a VHR Indemnitee's obligations to any of its lenders or to a VHR Indemnitee's licenses issued by the Federal Communications Commission ("FCC"), arising out of or based upon or resulting from or in connection with or as a result of:

(i) the untruth, inaccuracy or breach of any obligation or agreement or any representation, warranty or covenant of Quorum contained in or made pursuant to this Agreement, including in any Schedule or certificate delivered hereunder or in connection herewith;

(ii) the breach or nonfulfillment of any obligation or agreement of Quorum contained in or made pursuant to this Agreement or in any other agreement, document or instrument delivered hereunder or pursuant hereto;

(iii) the assertion against a VHR Indemnitee or VHR's or the Station's Assets of any liability or obligation of Quorum (whether absolute, accrued, contingent or

otherwise and whether a contractual, tort or any other type of liability, obligation or claim) not expressly assumed by VHR pursuant to this Agreement;

(iv) any act or omission by Quorum, or the untruth or inaccuracy of written or oral reports, data, financial materials, or information provided by Quorum;

(v) any act or omission by Quorum that subjects a VHR Indemnitee to any complaint, investigation, suit, finding, consent decree or judgment or admission of liability under any law or regulation, including, without limitation, those governing (1) antitrust, unfair competition or unfair trade practices, (2) labor relations, (3) employment discrimination, (4) infringement of trademark, trade names, copyright, program titles or proprietary rights resulting from or relating to advertising or other material furnished by Quorum for broadcast on KOLR, (5) violation of rights of privacy, or (6) libel, slander, defamation, or other First Amendment rights;

(vi) any action or omission by Quorum that directly or indirectly causes a VHR Indemnitee to be in violation of (A) the FCC Rules and Regulations or the Act; or (B) any terms of VHR's or a VHR affiliate's agreements with its lenders; or

(vii) any violation or breach of a third party's right or harm to a third party as a result of the provision of any news content provided by Quorum pursuant to Section 4(f) of this Agreement.

(b) **Agreement to Indemnify by VHR.** VHR agrees to indemnify and save Quorum, its affiliates, and their respective shareholders, officers, directors, employees, successors and assigns (each, a "Quorum Indemnitee") harmless from and against, for an in respect of, any and all demands, judgments, injuries, penalties, damages, losses, obligations, liabilities, claims, actions or cause of action, encumbrances, costs, fines expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) suffered, sustained, incurred or required to be paid by any Quorum Indemnitee arising out of or based upon or resulting from or in connection with or as a result of the violation of any third party's rights as a result of the provision of any content by VHR or its employees within any newscasts provided by Quorum or its employees pursuant to Section 4(f) of this Agreement, or any variation by VHR or its employees of any content provided by Quorum or its employees in such newscasts.

(c) **Procedures Regarding Third Party Claims.** The procedures to be followed by VHR and Quorum with respect to indemnification hereunder regarding claims by third persons which could give rise to an indemnification obligation hereunder shall be as follows:

Promptly after receipt of any VHR Indemnitee or Quorum Indemnitee, as the case may be, of notice of the commencement of any action or proceeding (including, without limitation, any notice relating to a tax audit) or the assertion of any claim by a third person, which the person receiving such notice has reason to believe may result in a claim by it for indemnity pursuant to this Agreement, such person (the "Indemnified Party") shall give notice of such action, proceeding or claim to the party against whom indemnification pursuant hereto is sought (the "Indemnifying Party"), setting forth in reasonable detail the nature of such action,

proceeding or claim, including copies of any written correspondence from such third person to such Indemnified Party.

The Indemnifying Party shall be entitled, as its own expense, to participate in the defense of such action, proceeding or claim, and, if (i) the action, proceeding or claim involved seeks (and continues to seek) solely monetary damages, (ii) the Indemnifying Party confirms, in writing, its obligations hereunder to indemnify and hold harmless the Indemnified Party with respect to such damages in their entirety, and (iii) the Indemnifying Party shall have made provision which, in the reasonable judgment of the Indemnified Party, is adequate to satisfy any adverse judgment as a result of its indemnification obligation with respect to such action, proceeding or claim, then the Indemnifying Party shall be entitled to assume and control such defense with counsel chosen by the Indemnifying Party and approved by the Indemnified Party, which approval shall not be unreasonably withheld or delayed. The Indemnified Party shall be entitled to participate therein after such assumption, the costs of such participation following such assumption to be at its own expense. Upon assuming such defense, the Indemnifying Party shall have full rights to enter into any monetary compromise or settlement which is dispositive of the matters involved; provided, that such settlement is paid in full by the Indemnifying Party and will not have any direct or indirect continuing material adverse effect upon the Indemnified Party.

With respect to any action, proceeding or claim as to which (i) the Indemnifying Party does not have the right to assume the defense or (ii) the Indemnifying Party shall not have exercised its right to assume the defense, the Indemnified Party shall assume and control the defense of and contest such action, proceeding or claim with counsel chosen by it and approved by the Indemnifying Party, which approval shall not be unreasonably withheld. The Indemnifying Party shall be entitled to participate in the defense of such action, proceeding or claim, the cost of such participation to be at its own expense. The Indemnifying Party shall be obligated to pay the reasonable attorneys' fees and expenses of the Indemnified Party to the extent that such fees and expenses relate to claims as to which indemnification is due. The Indemnified Party shall have full rights to dispose of such action, proceeding or claim and enter into any monetary compromise or settlement; provided, however, in the event that the Indemnified Party shall settle or compromise any claims involved in such action, proceeding or claim insofar as they relate to, or arise out of, the same facts as gave rise to any claim for which indemnification is due, it shall act reasonably and in good faith in doing so.

Both the Indemnifying Party and the Indemnified Party shall cooperate fully with one another in connection with the defense, compromise or settlement of any such action, proceeding or claim including, without limitation, by making available to the other all pertinent information and witnesses within its control.

(d) **Survival.** The indemnification obligations contained in this Section and in other provisions of this Agreement shall survive any termination of this Agreement.

(e) **Insurance.** Each Party will maintain the following types of insurance coverage for no less than the indicated amounts and will deliver to the other Party upon request a certificate of insurance showing the following: (1) comprehensive general liability insurance in an amount of \$1,000,000; (2) worker's compensation and/or disability insurance; and (3)

libel/defamation/First Amendment liability insurance in an amount of \$1,000,000, with a deductible of no more than \$100,000, as to which coverage each Party shall name the other Party as an additionally insured.

6. **FORCE MAJEURE.** If a *force majeure* event such as a strike, labor dispute, fire, flood or other act of God, failure or delay of technical equipment, war, public disaster, or other reason beyond the cause or control of Quorum or VHR prevents such Party or its personnel from performing tasks which it is required to perform under this Agreement during any period of time, then such failure will not be a breach of this Agreement and such Party will be excused from such performance during that time.

7. **UNENFORCEABILITY.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the Parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the Parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules and Regulations, while attempting to preserve the intent of the Parties as embodied in the provisions of this Agreement. The Parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the Parties are unable to negotiate a mutually acceptable modified Agreement, then either party may terminate this Agreement upon written notice to the other. Upon such termination, each Party shall be relieved of any further obligations, one to the other.

8. **TERM OF SHARING ARRANGEMENTS.** The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is ten (10) years. Unless otherwise terminated by either Party, the term of this Agreement shall be extended for an additional ten (10) year term. Either Party may terminate this Agreement at the end of the initial ten year term by six months prior written notice to the other. Notwithstanding the foregoing, the sharing arrangements contemplated by this Agreement will terminate (i) upon the consummation of the purchase and sale of assets of VHR relating to KOLR by Quorum, or an assignee of Quorum, under the terms of a certain Option Agreement (the "Option Agreement") entered into by VHR and an affiliate of Quorum (the "Optionee"), or (ii) at Quorum's option, if the assets of VHR relating to KOLR are sold to a party other than Optionee or its assignee (in either case, the date upon which such purchase and sale is consummated being the "Cessation Date"). Except as provided in Section 4(g)(ii), no termination of this Agreement, whether pursuant to this Section 8 or otherwise, will affect VHR's duty to pay any Services Fee accrued, or to reimburse any cost or expense incurred, prior to the effective date of that termination.

9. **AMENDMENT AND WAIVER.** This Agreement may be amended and any provision of this Agreement may be waived; *provided* that any such amendment or waiver



will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party.

**10. 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 Quorum or VHR will, unless another address is specified in writing, be sent to the address indicated below:

To VHR:       VHR Broadcasting of Springfield, Inc.  
                  1201 8<sup>th</sup> Avenue South  
                  Nashville, Tennessee 37203  
                  Attention: Victor H. Rumore

With a copy (which shall not constitute notice) to:

Michael Bressman  
Boult Cummings Connors and Berry  
Suite 1600  
414 Union Street  
P.O. Box 198062  
Nashville, Tennessee 37219

and

Harry Martin  
Fletcher, Heald & Hildreth, P.L.C.  
1300 North 17<sup>th</sup> Street  
11<sup>th</sup> Floor  
Rosslyn, Virginia 22209

To Quorum:

Quorum Broadcasting of Missouri, Inc.  
3000 Cherry Street  
Springfield, Missouri 65802  
Attention: Kemp Nichol, General Manager

With a copy (which shall not constitute notice) to:

David Pulido  
Executive Vice President, Programming and Legal Affairs  
Quorum Broadcasting  
18 Newbury Street  
Boston, Massachusetts 02116

and

Richard Bodorff  
Wiley, Rein & Fielding  
1776 K Street, N.W.  
Washington, D.C. 20006

11. **ASSIGNMENT; BINDING AGREEMENT.** VHR may not assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of Quorum. Quorum may assign any of its rights and obligations hereunder without the consent of VHR; *provided, however*, that upon any assignment of Quorum's rights and obligations under this Agreement, other than an assignment to a lender or a lender's assignee, Quorum will pay to VHR the sum of One Million Dollars (\$1,000,000.00), provided that such payment shall be made only in the event that VHR shall use such payment to discharge indebtedness of VHR to Victor H. Rumore. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

12. **NO STRICT CONSTRUCTION.** The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent. 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.

13. **CAPTIONS.** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

14. **AUTHORITY; ENTIRE AGREEMENT.** Both VHR and Quorum represent that they are legally qualified and able to enter into this Agreement. This Agreement, the Sales Agreement, and the Option Agreement embody the entire agreement between the parties with respect to the subject matter hereof and thereof, and there are not other agreements, representations, or understandings, oral or written, between them with respect thereto.

15. **COUNTERPARTS.** This agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

16. **GOVERNING LAW.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by and construed in accordance with the internal laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri. In furtherance of the foregoing, the internal law of the State of Missouri will control the interpretation and

construction of this Agreement (and all schedules and exhibits hereto), even if under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

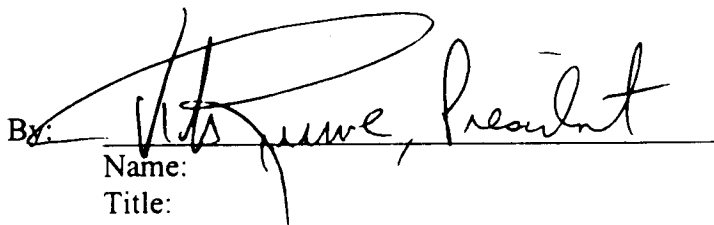
17. **PARTIES IN INTEREST.** Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties and their respective permitted successors and assigns any rights or remedies under or by virtue of this Agreement.

18. **WAIVER OF JURY TRIAL.** AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

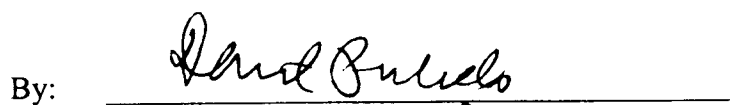
19. **OTHER DEFINITIONAL PROVISIONS.** The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term "including" is used in this Agreement (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

IN WITNESS WHEREOF, the Parties have executed this Shared Services Agreement as of the date first written above.

**VHR BROADCASTING OF SPRINGFIELD, INC.**

By:   
Name:  
Title:

**QUORUM BROADCASTING OF MISSOURI, INC.**

By:   
Name: David Purizo  
Title: Exec. VP

## **AMENDMENT TO SHARED SERVICES AGREEMENT**

This Amendment is hereby made to the Shared Services Agreement (the "Agreement") entered into as of February 16, 1999 by and between VHR Broadcasting of Springfield, Inc., a Delaware corporation ("VHR"), and Quorum Broadcasting of Missouri, Inc., a Delaware corporation ("Quorum"). VHR and Quorum are referred to collectively as the "Parties." Capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to them in the Agreement.

WHEREAS, to accommodate the refinancing of VHR's principal debt obligation to NationsBank, N.A. and affiliated lenders, it has become necessary for VHR to assign the FCC licenses for the Station and associated auxiliary stations to a wholly-owned subsidiary of VHR, VHR Springfield License, Inc., a Tennessee corporation ("VHR License"); and

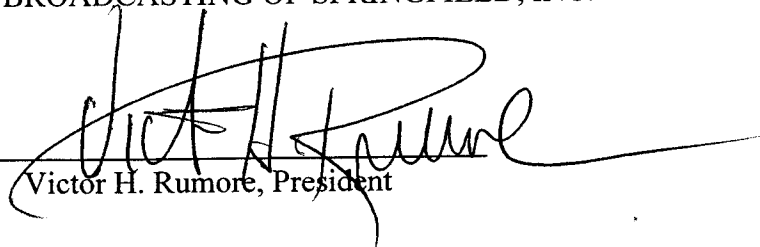
WHEREAS, certain provisions of the Agreement are not compatible with the planned license assignment;

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

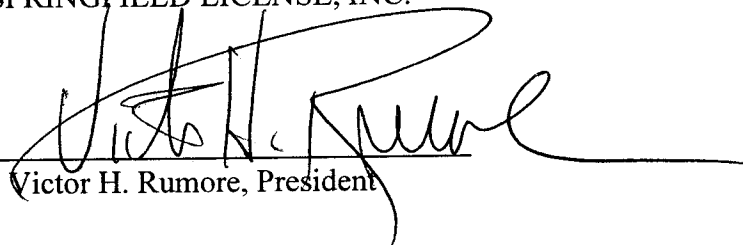
1. VHR License is hereby made a party to the Agreement.
2. Throughout the Agreement the term "VHR" shall include VHR License.
3. As so amended, all sections and provisions of the Agreement are hereby ratified in full.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of this \_\_\_\_ day  
of April, 1999.


VHR BROADCASTING OF SPRINGFIELD, INC.

By:   
Victor H. Rumore, President

VHR SPRINGFIELD LICENSE, INC.

By:   
Victor H. Rumore, President

QUORUM BROADCASTING OF MISSOURI, INC.

By:   
David Pulido, Executive Vice President