

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
SHREVEPORT DIVISION**

.....x	:	
<b>In re</b>	:	<b>Chapter 11 Case No. 06-50410</b>
<b>COMMUNICATIONS CORPORATION :</b>	:	
<b>OF AMERICA AND</b>	:	
<b>WHITE KNIGHT HOLDINGS,</b>	:	
<b>INC., et al.,</b>	:	
	:	<b>Jointly Administered</b>
<b>Debtors.</b>	:	
.....x	:	

**FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
FOR COMMUNICATIONS CORPORATION OF AMERICA,  
AND ITS DIRECT AND INDIRECT SUBSIDIARIES**

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Inc., ComCorp of Texas, Inc., ComCorp of Baton  
Rouge, Inc., ComCorp of Bryan, Inc., ComCorp of  
Lafayette, Inc., ComCorp of El Paso, Inc.,  
ComCorp of Louisiana, Inc., ComCorp of Indiana,  
Inc., ComCorp of Tyler, Inc., ComCorp of Monroe,  
Inc., ComCorp of Baton Rouge License Corp.,  
ComCorp of Bryan License Corp., ComCorp of  
Lafayette License Corp., ComCorp of El Paso  
License Corp., ComCorp of Indiana License Corp.,  
ComCorp of Louisiana License Corp., ComCorp of  
Texas License Corp., ComCorp of Tyler License  
Corp., and ComCorp of WB Baton Rouge, Inc., as  
Debtors and Debtors in Possession

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<b>OF AMERICA AND</b>	:	
<b>WHITE KNIGHT HOLDINGS,</b>	:	
<b>INC., et al.,</b>	:	
	:	
	:	
<b>Debtors.</b>	:	
.....X	:	

**FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR COMMUNICATIONS CORPORATION OF AMERICA, AND ITS DIRECT AND INDIRECT SUBSIDIARIES**

Communications Corporation of America,<sup>1</sup> and its direct and indirect subsidiaries,<sup>2</sup> as debtors and debtors-in-possession (each a “Debtor” and collectively, the “Debtors”), propose the following First Amended Joint Chapter 11 Plan of Reorganization:

**ARTICLE 1**

**DEFINITIONS AND CONSTRUCTION OF TERMS**

Whenever from the context it appears appropriate, each term stated in either the singular or the plural will include the singular and the plural, and pronouns stated in the

<sup>1</sup>Case No. 06-50410.

<sup>2</sup>ComCorp Holdings, Inc. (06-50411); ComCorp Broadcasting, Inc. (06-50412); ComCorp of Texas, Inc. (06-50413); ComCorp of Baton Rouge, Inc. (06-50414); ComCorp of Bryan, Inc. (06-50415); ComCorp of Lafayette, Inc. (06-50416); ComCorp of El Paso, Inc. (06-50417); ComCorp of Louisiana, Inc. (06-50418); ComCorp of Indiana, Inc. (06-50419); ComCorp of Tyler, Inc. (06-50420); ComCorp of Monroe, Inc. (06-50421); ComCorp of Baton Rouge License Corp. (07-11737); ComCorp of Bryan License Corp. (07-11738); ComCorp of Lafayette License Corp. (07-11742); ComCorp of El Paso License Corp. (07-11740); ComCorp of Indiana License Corp. (07-11741); ComCorp of Louisiana License Corp. (07-11744); ComCorp of Texas License Corp. (07-11745); ComCorp of Tyler License Corp. (07-11746); and ComCorp of WB Baton Rouge, Inc. (07-11747).

masculine, feminine or neuter gender will include the masculine, the feminine and the neuter. Unless the context requires otherwise, the following words and phrases will have the meanings set forth below when used in the initially-capitalized form in this Plan. An initially capitalized term used herein that is not defined herein shall have the meaning ascribed to such term, if any, in the Bankruptcy Code, unless the context shall otherwise require. The use of the phrase “herein” or “hereof,” unless specifically stated otherwise, refers to the entirety of the Plan, and not to a particular Section of the Plan.

1.1 “*Adequate Protection Claims*” shall mean Claims of the First Lien Agent and the First Lien Lenders entitled to adequate protection pursuant to Sections 361 and 363 of the Bankruptcy Code under the Amended Cash Collateral Order.

1.2 “*Administrative Expense Claim*” shall mean a Claim for any cost or expense of administration of any Debtor’s Chapter 11 Case entitled to priority in accordance with the provisions of Sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation, (a) actual and necessary expenses of preserving the Estates and operating the Debtors’ businesses (including, without limitation, the Adequate Protection Claims and the cure costs with respect to executory contracts and unexpired leases assumed by the Debtors pursuant to Section 365 of the Bankruptcy Code), (b) all payment of fees and reimbursement of expenses of Professionals to the extent allowed by a Final Order under Sections 328, 330 and 503, and (c) all fees and charges properly assessed against the Debtors in Possession under Section 1930 of title 28 of the United States Code.

1.3 “*Allowed*” shall mean, with respect to any Claim against or Interest in any Debtor, a Claim or Interest (a) proof of which is timely filed (or is not required to be

filed), (b) that is listed by such Debtor in its Schedules as liquidated in amount, non-disputed and non-contingent and for which no proof of claim has been filed, or (c) allowed pursuant to this Plan; and, in each case with respect to (a) and (b) above, either (i) no objection (or amendment of Schedules with respect to) to its allowance, amount, or classification has been interposed within the applicable period fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (ii) such objection, if so interposed, has been determined by a Final Order in favor of the claimant (but only to the extent so allowed and where not allowed solely for voting to accept or reject the Plan).

1.4 “*Allowed Amount*” shall mean, with respect to each Claim:

- (a) the dollar amount determined by a Final Order;
- (b) in the event that no such determination is made, the dollar amount agreed to by the claimant and the applicable Debtor (with the consent of the First Lien Agent) or, after the Effective Date, the applicable Reorganized Debtor;
- (c) in the event that no amount is determined or agreed to pursuant to clause (a) or (b) above, the amount estimated by the Bankruptcy Court for purposes of distribution pursuant to Section 502 of the Bankruptcy Code;
- (d) in the event that no amount is determined, agreed to or estimated pursuant to clauses (a), (b) or (c) above, the dollar amount as to which no objection to the allowance, amount or classification thereof has been interposed within the applicable period fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court.

Unless otherwise specified herein or in a Final Order, the Allowed Amount of any Claim shall not include interest accruing on such Claim from and after the Petition Date, except that accrued but unpaid interest shall constitute part of the Allowed First Lien Lenders’ Secured Claims and Allowed First Lien Lenders’ General Unsecured Claims, as applicable.

1.5 “*Allowed Claim*” shall mean a Claim to the extent that it has been Allowed.

1.6 “*Amended Cash Collateral Order*” shall mean the Order (i) Modifying Final Cash Collateral Order, (ii) Extending Debtors’ Authorization to Use Cash Collateral Thereunder, and (iii) Granting Additional Adequate Protection to First Lien Lenders Pursuant to 11 U.S.C. §§ 361 and 363, dated July 13, 2007 [P-683].

1.7 “*Avoidance Claim*” shall mean any Claim or Cause of Action that may be asserted by a debtor in possession under Sections 510, 542 through 551 and 553 of the Bankruptcy Code, or that may be asserted under similar applicable state or other laws.

1.8 “*Bankruptcy Code*” shall mean title 11 of the United States Code, as amended from time to time.

1.9 “*Bankruptcy Court*” shall mean the United States Bankruptcy Court for the Western District of Louisiana, having jurisdiction over the Chapter 11 Cases, or if such court ceases to exercise jurisdiction over the Chapter 11 Cases, such other court that exercises jurisdiction over the Chapter 11 Cases.

1.10 “*Bankruptcy Rules*” shall mean the Federal Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure, and the Local Rules of the Bankruptcy Court, in each case, as amended from time to time.

1.11 “*Business Day*” shall mean any day that is not a Saturday, Sunday or Federal holiday in the United States.

1.12 “*Call & Put Options*” shall mean the option agreements to be issued on the Effective Date described in section 7.12 hereto.

1.12.1 "*Capital Lease Value*" shall mean the aggregate dollar amount of liabilities resulting from the Debtors' and the WKH Debtors' capital leases upon the Effective Date of the Plan as set forth on their respective financial statements that are available at such time.

1.13 "*Cash*" shall mean legal tender of the United States of America.

1.14 "*Causes of Action*" shall mean, without limitation, any and all Claims, actions, causes of action, liabilities, obligations, rights, suits, accounts, debts, sums of money, damages, judgments, claims and demands, actions, defenses, offsets, powers (including all police, regulatory, and enforcement powers and actions that may be taken), privileges, licenses, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whatsoever, whether known or unknown, suspected or unsuspected, whether arising prior to, on or after the Petition Date, in contract or tort, in law, equity or otherwise, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable. For avoidance of doubt, Causes of Action include, but are in no way limited to (a) rights of setoff, counterclaim or recoupment, and claims on contracts or for breaches of duties imposed by law, (b) claims pursuant to Section 362 of the Bankruptcy Code, (c) such claims and defenses as fraud, mistake, duress, and usury, (d) Avoidance Claims, and (e) all Causes of Action that may be directly or derivatively asserted on behalf of the Debtors, their Estates, or the Reorganized Debtors.

1.15 "*CCA Credit Agreement*" shall mean the Credit Agreement by and among ComCorp Broadcasting, Inc., as borrower, other Debtors and WKH Debtors, as

guarantors, the First Lien Lenders, General Electric Capital Corporation, as agent, GECC Capital Markets Group, Inc., as lead arranger and book manager, and Ableco Finance LLC, as documentation agent, entered into as of June 4, 2004, as it may have been amended, supplemented or otherwise modified.

1.16 “*CCA New Common Stock*” shall mean common stock or other equity interests of Reorganized CCA Parent.

1.17 “*CCA Parent*” shall mean Communications Corporation of America.

1.18 “*CCA Parent Common Equity Interests*” shall mean the interest of any current or former holder of an “equity security” (as defined in Section 101(16) of the Bankruptcy Code) of CCA Parent based on shares of common stock or similar security, as well as any Claim arising from rescission of a purchase or sale of such interest, for damages arising from the purchase or sale of such interest, or for reimbursement or contribution allowed under Section 502 of the Bankruptcy Code on account of such Claim.

1.19 “*Chapter 11 Cases*” shall mean the chapter 11 cases of the Debtors pending before the Bankruptcy Court.

1.20 “*Claim*” shall have the meaning set forth in Section 101(5) of the Bankruptcy Code.

1.21 “*Class*” shall mean any group of Claims or Interests classified together by this Plan pursuant to Section 1122(a)(1) of the Bankruptcy Code.

1.22 “*Collateral Documents*” shall have the meaning ascribed to it in the CCA Credit Agreement.

1.23 “*Confirmation Date*” shall mean the date of entry on the docket of the Bankruptcy Court of the Confirmation Order.

1.24 “*Confirmation Hearing*” shall mean the hearing before the Bankruptcy Court regarding confirmation of this Plan and the WKH Plan and related matters under Section 1128 of the Bankruptcy Code.

1.25 “*Confirmation Order*” shall mean the order signed by the Bankruptcy Court confirming this Plan.

1.26 “*Debtors*” shall have the meaning ascribed to this term in the preamble to the Plan.

1.27 “*Debtor in Possession or Debtors in Possession*” shall mean one or more of the Debtors between the Petition Date and the Effective Date in their capacity as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

1.28 “*Disclosure Statement*” shall mean the second amended joint disclosure statement relating to this Plan and the WKH Plan, dated as of August [17], 2007, including the exhibits and schedules thereto, as the foregoing may be amended, modified or supplemented from time to time (with the consent of the First Lien Agent), as approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code.

1.29 “*Disputed Claims*” shall mean any Claim: (a) which is or will hereafter be listed in the Schedules as disputed, contingent or unliquidated and which has not been resolved by a Final Order; (b) proof of which was required to be filed but as to which the filed proof of Claim is either untimely or improper; or (c) as to which a timely objection and/or request for estimation has been filed (and not withdrawn) and not resolved by a Final Order. In the event that any portion of a Claim is disputed, such Claim in its

entirety shall be deemed to constitute a Disputed Claim for purposes of distribution under this Plan unless a Final Order has been entered providing otherwise. Without limiting any of the foregoing, a Claim that is the subject of a pending objection, motion, complaint, counterclaim, setoff, recoupment, Avoidance Claim, litigation claim or defense, or any other proceeding seeking to disallow, subordinate or estimate such Claim, shall be deemed a Disputed Claim, unless the Plan or the Confirmation Order provides otherwise.

1.30 “*Distribution Date*” shall mean the Effective Date and each three-month anniversary of same thereafter.

1.31 “*Effective Date*” shall mean the Business Day selected by the Debtors (with the consent of the First Lien Agent in its sole discretion) on which all of the conditions precedent to the effectiveness of the Plan have been satisfied or waived in accordance with the Plan. Whenever the Plan requires that a distribution or payment shall be made on the Effective Date, it shall mean on the Effective Date or as soon thereafter as practicable, except with respect to the distributions provided on account of the First Lien Lenders’ Secured Claims and Adequate Protection Claims, which shall be made no later than the Effective Date.

1.32 “*Employment Agreements*” shall mean the employment agreements for Thomas R. Galloway, Sr., D. Wayne Elmore, and Steven J. Pruett to be entered into on the Effective Date, containing the terms described in the Disclosure Statement, the final forms of which were filed on August 9, 2007 (P-760), in each case, with such changes as agreed to by and between the First Lien Agent and the other parties thereto.

1.33 “*Entity*” shall mean an individual, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof, or other person.

1.34 “*Estate*” shall mean the estate of each Debtor, as defined in Section 541 of the Bankruptcy Code.

1.35 “*Exit Facility*” shall mean the credit facility consisting of the Secured Term Loan and the Exit Secured Revolver, containing the terms set forth in the Term Sheet attached to the Disclosure Statement (or with such changes as agreed to by the First Lien Agent).

1.36 “*Exit Facility Collateral Documents*” shall mean all the agreements, documents and instruments granting a Lien on or security interest in property of the Reorganized Debtors as security for payment of their respective obligations under the Exit Facility.

1.37 “*Exit Secured Revolver*” shall mean the \$10 million (or a larger amount if agreed to by the First Lien Agent) secured revolving credit loan to be extended to the Reorganized Debtors by the First Lien Lenders or their affiliates under the Exit Facility.

1.38 “*FCC*” shall mean the Federal Communications Commission.

1.39 “*FCC Consent*” shall mean an action by the FCC (including any action duly taken by the FCC’s staff pursuant to delegated authority) granting the applications for the transfer of control of certain Debtors and certain WKH Debtors.

1.40 “*Final Order*” shall mean an order or judgment of the Bankruptcy Court entered on the docket of the Chapter 11 Cases, the operation or effect of which has not been stayed, reversed, vacated, or amended and as to which order or judgment (or any

revision, modification or amendment thereof) (a) the time to appeal or seek review, certiorari, or rehearing has expired and no appeal, petition for certiorari or other proceeding for review, rehearing or a new trial is pending, or (b) if an appeal, writ of certiorari, new trial, re-argument or rehearing has been sought, such order or judgment has been affirmed by the highest court to which it was appealed or resulted in no modification and the time for further appeal, petition for certiorari or other proceeding for review, rehearing or a new trial shall have expired, with no further appeal, petition for certiorari, rehearing, or review or new trial pending; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule of the Bankruptcy Rules, may be filed with respect to such order or judgment shall not render such order or judgment not to be a Final Order.

1.41 "*First Lien Agent*" shall mean the agent under the First Lien Credit Agreements as of the Confirmation Date.

1.42 "*First Lien Credit Agreements*" shall mean, collectively, the CCA Credit Agreement and the WKH Credit Agreement.

1.43 "*First Lien Guaranty*" shall mean the guaranty agreement, dated as of June 4, 2004, whereby, among other things, certain of the Debtors guaranteed the obligations of the borrowers under the First Lien Credit Agreements, as it may have been amended, supplemented or otherwise modified.

1.44 "*First Lien Lenders*" shall mean the lenders, from time to time, under the First Lien Credit Agreements.

1.44.1 "*First Lien Lenders' General Unsecured Claims*" shall mean the Claims of the First Lien Lenders that are not First Lien Lenders' Secured Claims.

1.45 “*First Lien Lenders’ Secured Claims*” shall mean the Secured Claims in respect of, in connection with, or arising out of the First Lien Credit Agreements and the First Lien Guaranty in the aggregate Allowed Amount of approximately \$205 million (comprised of outstanding principal and interest accrued through the Petition Date), plus unpaid prepetition fees, costs and expenses thereunder in an unliquidated amount. The Allowed Amount of the First Lien Lenders’ Secured Claims shall also include, to the extent allowable under applicable bankruptcy law, the aggregate amount of postpetition interest, fees, costs and expenses that accrues through the Effective Date. To the extent applicable bankruptcy law allows such accrual, at the date hereof, the amount of the First Lien Lenders’ Secured Claims would be approximately \$260 million.

1.46 “*General Unsecured Claim*” shall mean, with respect to any Debtor, any Unsecured Claim that is not a Trade Claim. For the avoidance of doubt, the First Lien Lenders’ General Unsecured Claims, the Second Lien Claims, the Third Lien Claims and the Other General Unsecured Claims (including any claims based on damages arising from the rejection of executory contracts and unexpired leases) constitute General Unsecured Claims.

1.47 “*Impaired*” shall mean, with respect to any Class, that such Class is “impaired” under the Plan within the meaning of Section 1124 of the Bankruptcy Code.

1.48 “*Interests*” shall mean, collectively, the CCA Parent Common Equity Interests, the Subsidiary Common Equity Interests, and the Preferred Interests.

1.49 “*Intercompany Claim*” shall mean (a) any Claim against a Debtor held by another Debtor or by a WKH Debtor, or (b) any Claim against a WKH Debtor held by a Debtor.

1.50 “*Intercreditor Agreement*” shall mean the Collateral Agency, Intercreditor and Subordination Agreement, dated as of June 4, 2004, by and among General Electric Capital Corporation, as agent for the First Lien Lenders, General Electric Capital Corporation, as the Collateral Agent, Bank of Montreal, as agent for the Second Lien Lenders, Apollo Management, L.P., as agent for the Third Lien Lenders, and consented to by the Debtors and the WKH Debtors, as it may have been amended, supplemented or otherwise modified.

1.51 “*Lien*” shall have the meaning set forth in Section 101(37) of the Bankruptcy Code.

1.52 “*Management Incentive Plan*” shall mean the management incentive plan, containing the terms described in the Disclosure Statement, the final form of which was filed on August 9, 2007 (P-760), in each case, with such changes as agreed to by and between the First Lien Agent and the certain of the intended beneficiaries thereof.

1.53 “*New By-Laws*” shall mean by-laws, operating agreements, internal governance instruments or other similar documents for each of the Reorganized Debtors, in the form to be filed as part of the Plan Supplement, or with such changes as agreed to by the First Lien Agent.

1.54 “*New Certificate*” shall mean any certificate of incorporation, article of incorporation, article of organization, certificate of formation, other organizational instrument or similar document of any Reorganized Debtor, in the form to be filed as part of the Plan Supplement, or with such changes as agreed to by the First Lien Agent.

1.55 “*New Leases*” shall mean new leases for the premises located at 700 St. John Street, Lafayette, LA (corporate headquarters), 1000 Perkins Road, LA (studio

building for WVLA, WGMB, KZUP and WBRL), and Jewella Road, Shreveport, LA (studio building for KMSS and KSHV), the final forms of which were filed on August 9, 2007 (P-758), with such changes as agreed to by and between the First Lien Agent and the other parties thereto.

1.56 “*Notice of Cure Payments*” shall mean notice filed by the Debtors in accordance with section 5.1 hereof on August 9, 2007 (P-759), as the same may be amended, setting forth the cure payments, if any, the Debtors believe are due on any of the Assumed Programming Contracts and Tower Leases and Assumed Other Contracts and Leases.

1.56.1 “*Other General Unsecured Claims*” shall mean, with respect to a Debtor, any Unsecured Claim that is not a Trade Claim, First Lien Lenders' General Unsecured Claim, Second Lien Claim or Third Lien Claim. For the avoidance of doubt, Other General Unsecured Claims shall include any Claims based on damages arising from the rejection of executory contracts and unexpired leases.

1.57 “*Other Secured Claim*” shall mean a Secured Claim against any Debtor, other than the First Lien Lenders' Secured Claims. For the avoidance of doubt, the First Lien Lenders' General Unsecured Claims, Second Lien Claims, the Third Lien Claims, the Trade Claims and the Other General Unsecured Claims are not Other Secured Claims.

1.58 “*Petition Date*” shall mean the date on which a Debtor commenced its Chapter 11 Case.

1.59 “*Plan*” shall mean this Joint Chapter 11 Plan of Reorganization in its present form or as it may, from time to time, be modified, amended or supplemented, by

the Debtors, with the consent of the First Lien Agent, in accordance with the terms hereof.

1.59.1 "*Plan Cash Payments*" shall mean the aggregate dollar amount of all cash payments to be made pursuant to the Plan and all related documents (including the Plan Supplement documents), net of the Debtors' cash balance immediately prior to the Effective Date, as determined by the Debtors (and satisfactory to the First Lien Agent in its sole discretion), with such determination to be made immediately prior to the Effective Date.

1.60 "*Plan Supplement*" shall mean the supplemental appendix or appendices, to the Plan to be filed at least five (5) days before the deadline established by the Bankruptcy Court for the voting to accept or reject the Plan that will contain draft forms of, or term sheets for (in each case, satisfactory to the First Lien Agent), the documents relevant to the implementation of the Plan, including, without limitation, the Exit Facility, the WKH Guaranty, the New Certificates, the New By-Laws, Schedule 5.1(a) and Schedule 5.1(b).

1.60.1 "*Plan Reorganization Value*" shall mean \$220,000,000.

1.61 "*Preferred Interests*" shall mean the interests of any holder of the preferred stock of the CCA Parent and any option, warrant, right or agreement (contractual or otherwise) to acquire such interest, and any agreement relating to or connected with such interests, including, without limitation, any voting or pledge agreement, as well as any Claim arising from rescission of a purchase or sale of such interest, for damages arising from the purchase or sale of such interest, or for

reimbursement or contribution allowed under Section 502 of the Bankruptcy Code on account of such Claim.

1.62 "*Priority Claim*" shall mean any Claim entitled to priority pursuant to Section 507 of the Bankruptcy Code, other than Priority Tax Claims.

1.63 "*Priority Tax Claim*" shall mean any Claim entitled to priority pursuant to Section 507(a)(8) of the Bankruptcy Code.

1.64 "*Professional*" shall mean any professional retained in the Chapter 11 Cases or to be compensated pursuant to Sections 327, 328, 330, 503(b) or 1103 of the Bankruptcy Code. For the avoidance of doubt, the professionals retained by the First Lien Lenders or the First Lien Agent in connection with the Chapter 11 Cases are not Professionals.

1.64.1 "*Pro Forma Exit Secured Revolver Debt*" shall mean the *pro forma* borrowings outstanding on the Exit Secured Revolver, as determined by the Debtors (and satisfactory to the First Lien Agent in its sole discretion), with such determination to be made immediately prior to the Effective Date.

1.65 "*Released Parties*" shall mean the Debtors, the WKH Debtors, the Unsecured Creditors' Committee and its members (solely in their capacity as such), the First Lien Lenders, the First Lien Agent and its affiliates (in its capacity as such and in any other capacity in connection with the Chapter 11 Cases), and the respective current officers, directors, employees, members, agents, affiliates, advisors, attorneys, accountants, and representatives of each of the foregoing.

1.66 "*Reorganized Debtors*" shall mean the Debtors as of and after the Effective Date.

1.67 “*Reorganized WKH Debtors*” shall mean the WKH Debtors as of and after the Effective Date.

1.67.2 “*Secured Term Loan Face Amount*” shall mean \$150,000,000.

1.68 “*Schedules*” shall mean the schedules of assets and liabilities and the statement of financial affairs filed by the Debtors as required by Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as amended or supplemented through the Confirmation Date with the consent of the First Lien Agent.

1.69 “*Second Lien Claims*” shall mean the Claims of the Second Lien Lenders under the Second Lien Note Agreement and the Second Lien Guaranty.

1.70 “*Second Lien Guaranty*” shall mean the note guaranty agreement, dated as of June 4, 2004, whereby, certain of the Debtors guaranteed the obligations of the issuer under the Second Lien Note Agreement, as it may have been amended, supplemented or otherwise modified.

1.71 “*Second Lien Lenders*” shall mean the holders, from time to time, of the notes issued pursuant to the Second Lien Note Agreement.

1.72 “*Second Lien Note Agreement*” shall mean that certain Note Agreement, dated as of June 4, 2004, by and between Bank of Montreal, as agent, ComCorp Holdings, Inc., as issuer, the other Debtors, as guarantors, and the Second Lien Lenders, as amended or supplemented from time to time.

1.73 “*Secured Claim*” shall mean any Claim secured by a Lien on the Debtors’ interest in any property to the extent of the value of such interest.

1.74 “*Secured Term Loan*” shall mean the \$150 million secured term loan to be extended to the Reorganized Debtors by the First Lien Lenders under the Exit Facility.

1.75 “*Securities Purchase Agreement*” shall mean the Securities Exchange and Purchase Agreement, dated as of February 4, 2004, by and among CCA Parent, Apollo Investment Fund III, L.P., Apollo Overseas Partners III, L.P., and Apollo (UK) Partners III, L.P.

1.75.1 “*Series A Warrants Per Share Exercise Price*” shall mean the per share exercise price resulting from the following formula ( $[(\text{Plan Reorganization Value}) - (\text{Capital Lease Value}) - (\text{Pro Forma Exit Secured Revolver Debt}) - (\text{Secured Term Loan Face Amount})]/10,000,000$  shares).

1.75.2 “*Series B Warrants Per Share Exercise Price*” shall mean the per share exercise price resulting from the following formula: ( $[(\text{Total First Lien Claims}) + (\text{Plan Cash Payments}) - (\text{Pro Forma Exit Secured Revolver Debt}) - (\text{Secured Term Loan Face Amount})]/10,000,000$  shares).

1.76 “*Silver Point*” shall mean Silver Point Finance, LLC.

1.77 “*Subsidiary Common Equity Interests*” shall mean the interest of any holder of an “equity security” (as defined in Section 101(16) of the Bankruptcy Code) of any Debtor other than CCA Parent.

1.78 “*Third Lien Claims*” shall mean the Claims of the Third Lien Lenders under the Third Lien Note Agreement and the Third Lien Guaranty.

1.79 “*Third Lien Guaranty*” shall mean the note guaranty agreement, dated as of June 4, 2004, whereby, certain of the Debtors guaranteed the obligations of the issuer under the Third Lien Note Agreement, as it may have been amended, supplemented or otherwise modified.

1.80 "*Third Lien Lenders*" shall mean the holders, from time to time, of the notes issued pursuant to the Third Lien Note Agreement.

1.81 "*Third Lien Note Agreement*" shall mean that certain Note Agreement, dated as of June 4, 2004, by and among Apollo Management, L.P., as notes representative, CCA Parent, as issuer, and Third Lien Lenders, as amended or supplemented from time to time.

1.81.1 "*Total First Lien Claims*" shall mean the total dollar amount of Claims and other obligations that would otherwise be due and owing under the CCA Credit Agreement and the WKH Credit Agreement (including, without limitation, all principal, interest, fees, and other costs and expenses) on the Effective Date of the Plan and the WKH Plan in accordance with the terms and conditions specified in the CCA Credit Agreement and the WKH Credit Agreement, without giving affect to the Plan and the WKH Plan, as if the Debtors and the WKH Debtors had never commenced their respective chapter 11 cases.

1.82 "*Trade Claim*" shall mean any Claim against a Debtor that is listed on Schedule 1.82 to this Plan (filed on July 31, 2007, (P-746), as may be amended from time to time with consent of First Lien Agent) and that arose from the provision of goods or services to such Debtor prior to the Petition Date in the ordinary course of business.

1.83 "*Unimpaired*" shall mean, with respect to any Class, that such Class is not Impaired.

1.84 "*Unsecured Claim*" shall mean, with respect to any Debtor, any Claim that is not secured by a Lien on assets of such Debtor and that is not an Administrative Expense Claim or a Priority Claim.

1.85 “*Unsecured Creditors Committee*” shall mean the official committee of the holders of Unsecured Claims against the Debtors and the WKH Debtors appointed by the United States Trustee, as it may be constituted from time to time.

1.86 “*WKH Confirmation Order*” shall mean the order of the Bankruptcy Court confirming the WKH Plan.

1.87 “*WKH Credit Agreement*” shall mean the Credit Agreement by and among White Knight Broadcasting, Inc., as borrower, other WKH Debtors and the Debtors, as guarantors, the First Lien Lenders, General Electric Capital Corporation, as agent, GECC Capital Markets Group, Inc., as lead arranger and book manager, and Ableco Finance LLC, as documentation agent, entered into as of June 4, 2004, as it may have been amended, supplemented or otherwise modified.

1.88 “*WKH Debtors*” shall mean, collectively, White Knight Holdings, Inc., White Knight Broadcasting, Inc., White Knight Broadcasting of Shreveport, Inc., Knight Broadcasting of Baton Rouge, Inc., White Knight Broadcasting of Natchez, Inc. and White Knight Broadcasting of Longview, Inc., White Knight Broadcasting of Shreveport License Corp., Knight Broadcasting of Baton Rouge License Corp., White Knight Broadcasting of Natchez License Corp., White Knight Broadcasting of Longview License Corp., and Warwick Communications, Inc., each of which is a Debtor in one of the Chapter 11 Cases.

1.89 “*WKH Guaranty*” shall mean the secured guaranty of the Reorganized Debtors’ indebtedness under the Exit Facility to be issued under the WKH Plan, in the form to be filed as part of the Plan Supplement , or with such changes as agreed to by the First Lien Agent.

1.90 “*WKH Plan*” shall mean a joint chapter 11 plan of reorganization for the WKH Debtors filed simultaneously with the Plan.

## ARTICLE 2

### **PROVISIONS FOR PAYMENT OF ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS**

#### **2.1 *Payment of Allowed Administrative Expense Claims.***

##### **2.1.1 *Allowed Administrative Expense Claims.***

Subject to section 2.1.2 below, each Allowed Administrative Expense Claim shall be paid in full, in Cash, by the Reorganized Debtors on the Effective Date or upon such other terms as may be agreed upon by the holder of such Allowed Administrative Expense Claim and the Reorganized Debtors or otherwise established pursuant to an order of the Bankruptcy Court; *provided, however,* that Administrative Expense Claims representing liabilities incurred in the ordinary course of business by any Debtor in Possession shall be paid by the applicable Reorganized Debtor in accordance with the terms and conditions of the particular transactions and any agreements relating thereto.

##### **2.1.2 *Compensation of Professionals.***

All Professionals seeking compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date, shall (a) file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the date that is forty five (45) days after the Effective Date or such other date as may be fixed by the Bankruptcy Court, and (b) if granted such an award by the Bankruptcy Court, be paid in full in such amounts as are Allowed by an order of the Bankruptcy

Court (i) on the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable or (ii) upon such other terms as may be mutually agreed upon between such holder of an Administrative Expense Claim and the Reorganized Debtors.

*2.1.3 Contribution Claims.*

To the extent any Entity is seeking an award of compensation for services rendered or reimbursement of expenses incurred during the Chapter 11 Cases under Section 503(b)(3)(D) of the Bankruptcy Code, such Entity shall file its application for such an award on or before the deadline established by the Bankruptcy Court for the filing of the objections to the confirmation of the Plan, and any such applications shall be determined at the Confirmation Hearing; otherwise, such application or request for compensation or reimbursement of expenses under Section 503(b)(3)(D) shall be forever barred from assertion against the Debtors, their respective Estates, the Reorganized Debtors, and their respective properties.

*2.2 Priority Tax Claims.*

Each holder of an Allowed Priority Tax Claim shall be paid the Allowed Amount of its Claim, at the option of the Reorganized Debtors, (a) in full, in Cash, on the Effective Date, (b) upon such other terms as may be mutually agreed upon between such holder and the applicable Reorganized Debtor, or (c) in equal quarterly Cash payments commencing forty-five (45) days after the Effective Date, amortized over five (5) years from the Petition Date, and in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at such rate as required by Section 511 of the Bankruptcy Code.

### ARTICLE 3

#### **CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS**

##### **3.1 Class 1. Priority Claims.**

###### *3.1.1 Classification.*

Class 1 consists of all Allowed Priority Claims.

###### *3.1.2 Treatment.*

Each holder of an Allowed Priority Claim, unless agreed otherwise by the holder of such Allowed Priority Claim and the applicable Debtor (with the consent of the First Lien Agent), shall be paid the Allowed Amount of its Allowed Priority Claim, in full, in Cash, on the later of the Effective Date or the date such Claim becomes an Allowed Claim.

###### *3.1.3 Impairment and Voting.*

Class 1 is Unimpaired by the Plan. The holders of Class 1 Claims are conclusively presumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan.

##### **3.2 Class 2. First Lien Lenders' Secured Claims.**

###### *3.2.1 Classification.*

Class 2 consists of the First Lien Lenders' Secured Claims.

###### *3.2.2 Treatment.*

On the Effective Date, the First Lien Agent, for the benefit of the First Lien Lenders in accordance with the terms of the First Lien Credit Agreements and the Intercreditor Agreement, shall receive (a) \$5.0 million in Cash, (b) the Secured Term Loan, and (c) 10,000,000 shares of the CCA New Common Stock (representing 100% of

the CCA New Common Stock to be distributed pursuant to the Plan; additional shares of CCA New Common Stock will be purchased by certain employees for Cash on the Effective Date). Although each holder of the First Lien Lenders' Secured Claims holds an Allowed Secured Claim against all Debtors, each such holder shall receive one recovery as set forth in this section 3.2.2. The First Lien Lenders' Secured Claims (and all distributions on account thereof) are Allowed in full and shall not be subject to any counterclaim, avoidance, reduction, setoff, deduction, counterclaim, cross-claim, defense, re-characterization, recoupment, subordination (whether equitable, contractual or otherwise) or any other challenge of any manner whatsoever by any person or Entity.

*3.2.3 Impairment and Voting.*

Class 2 is Impaired by the Plan. The holders of Class 2 Claims are entitled to vote to accept or reject the Plan.

**3.3 Class 3. Other Secured Claims.**

*3.3.1 Classification.*

Class 3 consists of all Allowed Other Secured Claims. For purposes of voting, each holder of an Other Secured Claim shall be considered to be the sole member of a separate sub-Class.

*3.3.2 Treatment.*

Except to the extent the holder of an Allowed Other Secured Claim agrees to a different treatment, at the sole option of the Debtors (with the consent of the First Lien Agent), on the later of the Effective Date and the date such Claim becomes an Allowed Claim, (a) each Other Secured Claim shall be reinstated and rendered Unimpaired in accordance with Section 1124(2) of the Bankruptcy Code, (b) each holder

of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim, the collateral securing such Claim, or (c) such Claim shall receive any other treatment allowed under Section 1129 (b)(2) of the Bankruptcy Code.

*3.3.3 Impairment and Voting.*

Class 3 is Unimpaired by the Plan. The holders of Class 3 Claims are conclusively presumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan.

**3.4 Class 4. Trade Claims.**

*3.4.1 Classification.*

Class 4 consists of Allowed Trade Claims.

*3.4.2. Treatment.*

Each holder of an Allowed Trade Claim will be paid, in full, in Cash, the Allowed Amount (without interest) of its Trade Claim on the later of the Effective Date and the date such Claim becomes an Allowed Claim. The distribution to the holders of Allowed Class 4 Claims shall be in lieu of a pro rata direct distribution to the holders of the First Lien Lenders' Secured Claims.

*3.4.3 Impairment and Voting.*

Class 4 is Impaired by the Plan. The holders of Class 4 Claims are entitled to vote to accept or reject the Plan.

**3.5 Class 5. General Unsecured Claims.**

***Class 5.A First Lien Lenders' General Unsecured Claims.***

*3.5.1.A Classification.*

Class 5.A consists of all Allowed First Lien Lenders' General Unsecured Claims.

*3.5.2.A Treatment.*

The holders of First Lien Lenders' General Unsecured Claims shall consent to waive their entitlement to a distribution under this Plan, and such Claims shall be discharged as of the Effective Date. For the avoidance of doubt, the consent to waive granted in the preceding sentence shall not in any manner alter or limit the rights or remedies of the First Lien Agent, the holders of First Lien Lenders' Secured Claims and the holders of First Lien Lenders' General Unsecured Claims under the Intercreditor Agreement.

The First Lien Lenders' General Unsecured Claims (and all distributions on account thereof) are Allowed in full and shall not be subject to any counterclaim, avoidance, reduction, setoff, deduction, counterclaim, cross-claim, defense, re-characterization, recoupment, subordination (whether equitable, contractual or otherwise) or any other challenge of any manner whatsoever by any person or Entity.

*3.5.3.A Impairment and Voting.*

Class 5.A is Impaired by the Plan and the holders of Class 5.A Claims are not receiving or retaining any property under the Plan. The holders of Class 5.A Claims are conclusively presumed to have rejected the Plan, and are not entitled to vote to accept or reject the Plan.

***Class 5.B Second Lien Claims.***

*3.5.1.B Classification.*

Class 5.B consists of all Allowed Second Lien Claims.

*3.5.2.B Treatment.*

Provided that (a) all holders of Second Lien Claims vote to accept this Plan and (b) neither the Second Lien Agent nor one or more Second Lien Lenders objects to this Plan and/or the WKH Plan, on the Effective Date, the Second Lien Agent, for the benefit of the Second Lien Lenders, shall receive (i) \$250,000 in Cash, (ii) warrants exercisable for a period of five years after the Effective Date to purchase, in the aggregate, up to 100,000 shares of CCA New Common Stock (which amount is equal to 1% multiplied by the 10,000,000 shares of CCA New Common Stock being issued to the First Lien Agent for the benefit of the First Lien Lenders in accordance with section 3.2.2(c) of this Plan) at a per share exercise price equal to the Series A Warrant Per Share Exercise Price, and (iii) warrants exercisable for a period of five years after the Effective Date to purchase, in the aggregate, up to 300,000 shares of CCA New Common Stock (which amount is equal to 3% multiplied by the 10,000,000 shares of CCA New Common Stock being issued to the First Lien Agent for the benefit of the First Lien Lenders in accordance with section 3.2.2(c) of this Plan) at a per share exercise price equal to the Series B Warrant Per Share Exercise Price. The warrants shall have those rights, preferences and privileges afforded under applicable non-bankruptcy law and under the charter and other organizational documents of the Reorganized CCA Parent, and the warrant agreements (that will be satisfactory to the First Lien Agent, in its sole discretion) shall provide for proportionate adjustments to the exercise price for stock

dividends, stock splits and distributions of capital stock to Reorganized CCA Parent's common stockholders. Although each holder of the Second Lien Claims holds a Second Lien Claim against all Debtors, each such holder shall receive no more than this one recovery (if applicable) as set forth in this section 3.5.2.B. The distribution to the holders of Second Lien Claims, if applicable, shall be in lieu of a pro rata direct distribution to the holders of the First Lien Lenders' Secured Claims and the First Lien Lenders' General Unsecured Claims (as applicable). If all holders of Second Lien Claims do not vote to accept this Plan and/or the Second Lien Agent and one or more Second Lien Lenders objects to the CCA Plan and/or the WKH Plan, the holders of Second Lien Claims shall receive no distribution under the Plan. Such Claims shall be discharged as of the Effective Date.

*3.5.3.B Impairment and Voting*

Class 5.B is Impaired by the Plan. The holders of Class 5.B Claims are entitled to vote to accept or reject the Plan.

***Class 5.C Third Lien Claims.***

*3.5.1.C Classification.*

Class 5.C consists of all Allowed Third Lien Claims

*3.5.2.C Treatment.*

The holders of Third Lien Claims shall receive no distribution under the Plan, and such Claims shall be discharged as of the Effective Date.

*3.5.3.C Impairment and Voting.*

Class 5.C is Impaired by the Plan and the holders of Class 5.C Claims shall not receive or retain any property under the Plan. The holders of Class 5.C Claims

are conclusively presumed to have rejected the Plan and are not entitled to vote to accept or reject the Plan.

***Class 5.D Other General Unsecured Claims.***

*3.5.1.D Classification*

Class 5.D consists of all Allowed Other General Unsecured Claims

*3.5.2.D Treatment*

The holders of Other General Unsecured Claims shall receive no distribution under the Plan, and such Claims shall be discharged as of the Effective Date.

*3.5.3.D Impairment and Voting*

Class 5.D is Impaired by the Plan and the holders of Class 5.D Claims shall not receive or retain any property under the Plan. The holders of Class 5.D Claims are conclusively presumed to have rejected the Plan and are not entitled to vote to accept or reject the Plan.

**3.6 *Class 6. Subsidiary Common Equity Interests.***

*3.6.1 Classification.*

Class 6 consists of the Allowed Subsidiary Common Equity Interests.

*3.6.2 Treatment.*

The holders of the Allowed Class 6 Interests shall retain their Subsidiary Common Equity Interests.

*3.6.3 Impairment and Voting.*

Class 6 is Unimpaired by the Plan. The holders of Class 6 Interests are conclusively assumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan.

**3.7 Class 7. Preferred Interests in the CCA Parent.**

*3.7.1 Classification.*

Class 7 consists of all Allowed Preferred Interests in the CCA Parent.

*3.7.2 Treatment.*

The Allowed Preferred Interest in the CCA Parent shall be cancelled as of the Effective Date, and the holders of such Interests shall receive no distribution on account of such Interests.

*3.7.3 Impairment and Voting.*

Class 7 is Impaired by the Plan, and the holders of the Class 7 Interests neither receive nor retain any property on account of such Interests. The holders of Class 7 Interests are conclusively presumed to have rejected the Plan and are not entitled to vote to accept or reject the Plan.

**3.8 Class 8. CCA Parent Common Equity Interests.**

*3.8.1 Classification.*

Class 8 consists of all CCA Parent Common Equity Interests.

*3.8.2. Treatment.*

The CCA Parent Common Equity Interests shall be cancelled as of the Effective Date, and the holders of such Interests shall receive no distribution on account of such Interests.

*3.8.3 Impairment and Voting.*

Class 8 is Impaired by the Plan, and the holders of the Class 8 Interests neither receive nor retain any property on account of such Interests. The holders of Class

8 Interests are conclusively presumed to have rejected the Plan and are not entitled to vote to accept or reject the Plan.

## ARTICLE 4

### ACCEPTANCE OR REJECTION OF THE PLAN

**4.1** *Acceptance by Impaired Classes of Claims.* Acceptance of this Plan by any Impaired Class entitled to vote shall be determined in accordance with the Bankruptcy Code and any voting procedures order entered by the Bankruptcy Court .

**4.2** *Nonconsensual Confirmation.* In view of the deemed rejection of the Plan by Classes 5.A, 5.C, 5.D, 7 and 8, the Debtors will request the Bankruptcy Court to confirm the Plan in accordance with Section 1129(b) of the Bankruptcy Code with respect to these Classes. If any other Impaired Class does not accept the Plan, the Debtors intend to request that the Bankruptcy Court confirm the Plan in accordance with Section 1129(b) of the Bankruptcy Code with respect to such rejecting Class or Classes, and the filing of the Plan shall constitute a motion for such relief.

## ARTICLE 5

### EXECUTORY CONTRACTS AND UNEXPIRED LEASES

**5.1** *Assumption and Rejection of Executory Contracts and Unexpired Leases.* Except for programming contracts and tower leases (i) listed on Schedule 5.1(a) attached hereto, which Schedule may be amended through the Effective Date with the consent of the First Lien Agent (the “Rejected Programming Contracts and Tower Leases”), or (ii) that are subject to a rejection motion pending on the Effective Date, all other programming contracts and tower leases to which any Debtor is a party not previously assumed during the Chapter 11 Cases (the “Assumed Programming Contracts

and Tower Leases”) shall be deemed to be assumed by the applicable Reorganized Debtor on the Effective Date pursuant to Section 365 of the Bankruptcy Code. All other executory contracts or unexpired leases to which any Debtor is a party (the “Rejected Other Contracts and Leases”), except (a) those listed on Schedule 5.1(b) attached hereto, which Schedule may be amended through the Effective Date with the consent of the First Lien Agent, (b) all affiliation agreements and addendums thereto with network affiliates; (c) all contracts with advertisers having a maturity of less than 45 days or cancellable at will by the applicable Debtor, or (d) executory contracts for which the applicable Debtor’s aggregate annual payment obligations do not exceed \$50,000 (collectively, the “Assumed Other Contracts and Leases”), shall be deemed to be rejected by the applicable Reorganized Debtor on the Effective Date pursuant to Section 365 of the Bankruptcy Code. For the avoidance of doubt, all employment agreements, other than those specifically assumed on Schedule 5.1(b), between any of the Debtors and any individual current or former executive shall be Rejected Other Contracts or Leases. This Plan shall constitute a motion to assume the Assumed Programming Contacts and Tower Leases and the Assumed Other Contracts and Leases and to reject the Rejected Programming Contracts and Tower Leases and the Rejected Other Contracts and Leases pursuant to Section 365 of the Bankruptcy Code as of the Effective Date, and the Confirmation Order shall constitute the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of such assumption or rejection and a finding that the requirement of adequate assurance of future performance with respect to each such contract or lease to be assumed has been satisfied.

**5.2 Cure of Defaults.** All cure payments that are required by Section 365(b)(1) of the Bankruptcy Code under any executory contract or unexpired lease that is being assumed under this Plan, unless disputed by the Debtors, shall be made by the applicable Reorganized Debtor on the Effective Date. Any non-Debtor party to any executory contract or unexpired lease to be assumed hereunder that believes that the cure amount it is owed in connection with such assumption is different from the amount set forth on the Notice of Cure Payments for the applicable contract or lease must file its request for such different cure payment at least ten (10) days before the commencement of the Confirmation Hearing, unless the amount of such cure payment have been previously agreed to in writing by the applicable Debtor (with the consent of the First Lien Agent). Any Claims for cure payments not filed within such time will be forever barred from assertion against the Debtors, their respective Estates, the Reorganized Debtors, and their respective properties. In the event of a dispute regarding the amount of any cure payment or the ability of the applicable Reorganized Debtor to provide adequate assurance of future performance or any other matter pertaining to assumption, in the discretion of the Debtors (with the consent of the First Lien Agent), (a) the Bankruptcy Court will hear and determine such dispute at the Confirmation Hearing, and (b) the applicable Debtor (i) may assume such executory contract or unexpired lease by curing any default or providing adequate assurance in the manner determined by the Bankruptcy Court, or (ii) reject the applicable contract or lease as of the Effective Date. The applicable Reorganized Debtor shall make the payment with respect to a disputed cure payment, if any, with respect to any applicable contract or lease on the later of the Effective Date and the date such Claim becomes an Allowed Claim.

All executory contracts and unexpired leases assumed under the Plan or during the Chapter 11 Cases constitute valid contracts and leases, as applicable, enforceable by the Reorganized Debtors against the respective non-Debtor counterparties regardless of any cross-default or change of control provisions in any contracts or leases assumed or rejected hereunder or during the Chapter 11 Cases.

**5.3 Compensation and Benefits Program.** Although the Debtors' obligations under employment and severance policies, and compensation and benefit plans, policies, and programs do not constitute executory contracts, to the extent the Bankruptcy Court deems them to constitute executory contracts, other than those specifically assumed on Schedule 5.1(b), if any, all such policies, plans and programs are hereby rejected, and the Reorganized Debtors shall not assume any of the Debtors' severance obligations to employees incurred prior to the Petition Date, which obligations shall constitute Other General Unsecured Claims. The Reorganized Debtors shall, however, honor the Debtors' obligations with respect to vacation time and contributions to benefit plans accrued through the Effective Date. The employment and severance policies, and compensation and benefit plans, policies, and programs shall be supplemented by new policies, plans and programs to be adopted by the new boards of the Reorganized Debtors.

**5.4 Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan.** Claims arising out of the rejection of any executory contract or unexpired lease pursuant to Section 5.1 of this Plan must be filed with the Bankruptcy Court no later than the earlier of thirty (30) days following (i) the date of rejection and (ii) the Effective Date. Any Claims not filed within

such time will be forever barred from assertion against the Debtors, their respective Estates, the Reorganized Debtors, and their respective properties.

## ARTICLE 6

### DISTRIBUTIONS UNDER THE PLAN

**6.1 *Distributions under the Plan.*** All distributions required to be made under the Plan shall be made by the Reorganized Debtors or any distribution agent the Reorganized Debtors may retain. Notwithstanding the foregoing, the distributions to the First Lien Lenders shall be made by the First Lien Agent and the distributions to the Second Lien Lenders, if any, shall be made by the Second Lien Agent (as applicable).

**6.2 *Timing of Plan Distributions.*** The Reorganized Debtors (or their distribution agent) shall make all distributions required under this Plan on the Effective Date and, thereafter, with respect to Disputed Claims, on the Distribution Date next following the date on which such Claim has become an Allowed Claim (unless otherwise provided herein or ordered by the Bankruptcy Court). Distributions to be made on any Distribution Date shall be deemed made on such Distribution Date if made either on such Distribution Date or as soon as practicable thereafter. Whenever any distribution to be made under this Plan shall be due on a day other than a Business Day, such distribution shall instead be made, without the accrual of any interest, on the immediately succeeding Business Day, but shall be deemed to have been made on the date due.

**6.3 *Record Date for Distributions.*** The transfer registers for each of the Classes of Claims and Interests as maintained by the Debtors or any third party shall be deemed closed as of the date the Bankruptcy Court approves the Disclosure Statement (or, with respect to any Class, any later date to which the Debtors agree with the consent

of the First Lien Agent), and there shall be no further changes to reflect any new record holders of any Claims or Interests. The Debtors shall have no obligation to recognize any transfers of Claims or Interests occurring after such date.

**6.4 Delivery of Distributions.** Distributions to a holder of an Allowed Claim or Allowed Interest shall be made at the address of such holder as indicated on the Debtors' records. In the event that any such distribution is returned as undeliverable, the Reorganized Debtors shall use reasonable efforts to determine the current address of the applicable holder, and no distribution to such holder shall be made unless and until the Reorganized Debtors have determined such then current address, *provided, however*, that if any distribution remains unclaimed until the first anniversary after distribution, such distribution shall be deemed unclaimed property pursuant to Section 347(b) of the Bankruptcy Code and shall become vested in the Reorganized Debtors. In such event, the Claim of the holder underlying such distribution shall no longer be deemed to be Allowed, and such holder shall be deemed to have waived its rights to such distribution under this Plan pursuant to Section 1143 of the Bankruptcy Code, shall have no further claim or right thereto, and shall not participate in any further distributions under this Plan with respect to such Claim. Checks issued by the Reorganized Debtors in respect of Allowed Claims shall be null and void if not negotiated within one hundred and twenty (120) days after the date of issuance thereof.

**6.5 Manner of Payment Under the Plan.** At the option of the Reorganized Debtors, any payment in Cash to be made under the Plan may be made by check or wire transfer from a domestic bank or as otherwise required by applicable agreement.

**6.6 *No Fractional Distributions.*** No fractional shares of CCA New Common Stock and no fractional dollars shall be distributed under the Plan. For purposes of distributions, (a) fractional shares of CCA New Common Stock shall be rounded up or down, as applicable, to the nearest whole number, and (b) Cash distributions shall be rounded up or down, as applicable, to the nearest whole dollar.

**6.7 *Withholding and Reporting.*** The Reorganized Debtors shall comply with all applicable withholding and reporting requirements imposed by federal, state, and local taxing authorities, and all distributions shall be subject to such withholding and reporting requirements.

**6.8 *Allocation of the Plan Distributions Between Principal and Interest.*** To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, for federal income tax purposes, be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the accrued but unpaid interest.

**6.9 *Surrender of Instruments.*** As a condition to receiving any distribution under the Plan, each holder of an Allowed Claim evidenced by a certificated instrument must either (a) surrender such instrument to the Reorganized Debtors (or, in the case of a First Lien Lenders' Claims, to the First Lien Agent) or (b) submit evidence satisfactory to the Reorganized Debtors or the First Lien Agent, as applicable, of the loss, theft, mutilation, or destruction of such instrument. If any holder of an Allowed Claim fails to do either (a) or (b) before the one year anniversary of the Effective Date, such holder shall be deemed to have forfeited its Claim and all rights appurtenant thereto, including

the right to receive any distributions hereunder. After the first anniversary of the Effective Date, all property not distributed pursuant to this section 6.9 shall be deemed to be unclaimed property pursuant to Section 347(b) of the Bankruptcy Code and shall become vested in the Reorganized Debtors.

## **ARTICLE 7**

### **IMPLEMENTATION OF THE PLAN**

**7.1 Generally.** Upon confirmation of the Plan, the Debtors, and upon the occurrence of the Effective Date, the Reorganized Debtors, shall be authorized to take all necessary steps, and perform all necessary acts, to consummate the transactions contemplated by this Plan including, without limitation, the execution and filing of all documents required or contemplated by this Plan. Upon the occurrence of the Effective Date, the Reorganized Debtors shall be authorized to execute, deliver, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. Without limiting the foregoing, the Reorganized Debtors shall be authorized to enter, and shall enter, into the Exit Facility and the Exit Facility Collateral Documents (and shall be authorized to incur indebtedness thereunder), the Call & Put Options, the Employment Agreements, and the New Leases. All actions taken, or documents executed, in connection with or in furtherance of the Plan shall be in form and substance satisfactory to the First Lien Agent and the Reorganized Debtors, and, (i) in case of the Employment Agreements and the New Leases, to the non-Debtor signatories thereto, and (ii) in the case of the Management Incentive Plan and the D&O insurance policy, to certain of the beneficiaries thereof.

**7.2 Issuance of CCA New Common Stock.** The issuance of the CCA New Common Stock on the Effective Date by the Reorganized CCA Parent to the First Lien Lenders and any warrants issued to the Second Lien Lenders (if applicable) is hereby authorized without the need for any further corporate action and without any action by the holders of Claims or Interests.

**7.3 New Certificate and New By-Laws.** On the Effective Date, each Reorganized Debtor shall file the applicable New Certificate (in the form contained in the Plan Supplement, or with such changes as agreed to by the First Lien Agent) with the applicable secretary of state. Each board of directors or managers, as applicable, of the Reorganized Debtors shall be deemed to have adopted the applicable New By-Laws (in the form contained in the Plan Supplement, or with such changes as agreed to by the First Lien Agent), without the need for any further corporate action and without any action by the holders of Claims or Interests. The New Certificates shall prohibit the issuance of nonvoting equity securities, subject to further amendment of such New Certificates as permitted by applicable law.

**7.4 Corporate Action.** All matters contemplated in the Plan involving the corporate structure of the Reorganized Debtors and any corporate action including, without limitation, any change in corporate form required by the Debtors (or as requested by the First Lien Agent) and the Reorganized Debtors in connection with the Plan, shall be deemed to have timely occurred in accordance with applicable state law and shall be in effect, without any requirement of further action by the holders of Interests in the Debtors or the Reorganized Debtors or the directors, managers or officers of the Debtors or the Reorganized Debtors. Each of the officers of the Reorganized Debtors shall be

authorized, in accordance with his or her authority under the resolutions of the applicable board of directors or board of managers and New By-Laws, to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and to take such actions as may be necessary or appropriate, for and on behalf of the Reorganized Debtors, to effectuate and further evidence the terms and conditions of this Plan and any notes or securities issued pursuant to this Plan.

**7.5 Cancellation of Existing Liens and Agreements.** On the Effective Date, all documents and instruments evidencing all of the Claims or Interests dealt with by the Plan, including, without limitation, the First Lien Credit Agreement, the Second Lien Note Agreement, the Third Lien Note Agreement, the Collateral Documents, any Liens granted by the Debtors thereunder, and the Securities Purchase Agreement, shall be deemed automatically canceled, terminated and of no further force or effect without further act or action under any applicable agreement, law, regulation, order, or rule, except that such cancellation shall not affect the rights to compensation or indemnification of the First Lien Agent.

**7.6 Third Party Agreements.** The distributions to the various Classes of Claims and Interests hereunder will not affect the right of any Entity to levy, garnish, attach, or employ any other legal process with respect to such distributions by reason of any claimed subordination rights or otherwise. All of such rights and any agreements relating thereto will remain in full force and effect. All subordination agreements entered into by any parties in interest shall be enforceable to the extent applicable under bankruptcy and applicable non-bankruptcy laws and all distributions and payments made pursuant to the Plan shall be subject to such laws.

**7.7 Directors and Officers of the Reorganized Debtors.** On the Effective Date, the term of each member of the current board of directors of each Debtor shall automatically expire. The board of directors or managers, as applicable, of the Reorganized CCA Parent shall consist of seven (7) members, each of whom will be appointed by Silver Point on the Effective Date and which will include the Chief Executive Officer of the Reorganized CCA Parent as of the Effective Date. Each board of directors or managers, as applicable, of the other Reorganized Debtors shall consist of three (3) members, all of which will be appointed by Silver Point on the Effective Date, and which will include the Chief Executive Officer of the Reorganized CCA Parent as of the Effective Date. Each such director or manager shall serve from and after the Effective Date pursuant to the terms of the respective New Certificates and the applicable law of the state in which the Reorganized Debtor is organized. The names and biographical information of the officers and directors (or managers, as applicable) of the Reorganized Debtors will be disclosed prior to the commencement of the Confirmation Hearing.

**7.8 D&O Tail Coverage Policy.** The Reorganized Debtors will obtain, as of the Effective Date, a directors' and officers' insurance policy with tail coverage for a period of 3 (three) years for the officers and directors of the Debtors immediately prior to the Effective Date, provided, however, that such policy shall have an aggregate cost of no more than \$75,000.

**7.9 Vesting of Rights of Action.** Except as otherwise provided in this Plan, all property of the Debtors and the Debtors in Possession as of the Effective Date, including, without limitation, any rights, claims, or Causes of Action pursuant to the Bankruptcy

Code or pursuant to any statute or legal theory, including the Avoidance Claims, shall be retained by and vest in the Reorganized Debtors. The Debtors will not pursue any Avoidance Claims for affirmative recoveries, but reserve all Avoidance Claims for defensive purposes. The Debtors may assert Avoidance Claims as defenses against Claims filed against any of the Debtors.

**7.10 *Administrative Consolidation of the Debtors for Plan Purposes Only.***

Subject to the occurrence of the Effective Date, solely for the purposes of voting and distribution under the Plan, the Debtors shall be administratively consolidated. As a result: (a) each and every Claim filed or to be filed against any of the Debtors shall be deemed filed against the deemed consolidated Debtors and shall be deemed one Claim against, and one obligations of, the Debtors; (b) any and all guarantees executed by one or more of the Debtors with respect to the obligation of any other Debtor or Debtors shall be of no force and effect; (c) all Intercompany Claims shall remain undisturbed; (d) all duplicative Claims (identical in amount and subject matter) filed against one or more of the Debtors will be automatically expunged so that only one Claim survives against the consolidated Debtors; and (e) the consolidated Debtors will be deemed, for purposes of determining the availability of the right of set-off under Section 553 of the Bankruptcy Code, to be one entity, so that, subject to other provisions of Section 553 of the Bankruptcy Code, the debts due to a particular Debtor may be offset against the Claims against other Debtor or Debtors. Such administrative consolidation, however, shall not affect (a) the legal and organizational structure or control of the Debtors, (b) any guarantees, Liens, and security interests that are required to be maintained in connection with executory contracts or unexpired leases that were entered into during the Chapter 11

Cases, or that have been or will be assumed pursuant to this Plan, or (c) distributions out of any insurance policies or proceeds of such policies.

**7.11 Management Incentive Plan.** On the Effective Date, and subject to the occurrence thereof, the Management Incentive Plan shall become effective.

**7.12 Call & Put Options.** On the Effective Date, certain of the Reorganized Debtors and certain of the Reorganized WKH Debtors shall execute the Call & Put Options, whereby (a) such Reorganized Debtors shall be granted options to acquire the respective television station assets of such Reorganized WKH Debtors, and (b) certain of the Reorganized WKH Debtors shall be granted an option to require certain of the Reorganized Debtors to acquire the television station assets of the applicable Reorganized WKH Debtors. The Debtors shall pay the WKH Debtors an aggregate of \$1.5 million as consideration for the Call & Put Options.

**7.13 Transfer of the Natchez TV Station.** On the Effective Date, (a) the equity interest in White Knight Broadcasting of Natchez, Inc. shall be deemed transferred to ComCorp Broadcasting Inc., and (b) the names of White Knight Broadcasting of Natchez, Inc. and of its wholly owned subsidiary, White Knight Broadcasting of Natchez License Corp., shall be changed, respectively, to ComCorp of Alexandria, Inc. and ComCorp of Alexandria License Corp.

## ARTICLE 8

### **RESOLUTION OF DISPUTED CLAIMS**

**8.1 Objections to Claims; Prosecution of Disputed Claims.** The Debtors (with the consent of the First Lien Agent) and after the Effective Date, the Reorganized Debtors shall have the exclusive right to object to the allowance, amount or classification

of Claims asserted in the Chapter 11 Cases, and such objections may be litigated to Final Order by the Debtors or Reorganized Debtors, as applicable, or compromised and settled in accordance with the business judgment of the Debtors (with the consent of the First Lien Agent) or Reorganized Debtors, as applicable, without further order of the Bankruptcy Court. Unless otherwise provided herein or ordered by the Bankruptcy Court, all objections by the Reorganized Debtors to Claims shall be filed no later than two hundred and seventy (270) days after the Effective Date, subject to any extensions granted pursuant to a further order of the Bankruptcy Court. Such extensions may be obtained by the Reorganized Debtors upon *ex parte* motion.

**8.2 Estimation of Disputed Claims.** The Debtors (with the consent of the First Lien Agent) and after the Effective Date, the Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate for all purposes, including distribution under this Plan, any Disputed, contingent or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Reorganized Debtors have previously objected to such Claim. The Bankruptcy Court shall retain jurisdiction to estimate any such Claim at any time, including, without limitation, during the pendency of an appeal relating to such objection.

**8.3 No Distribution on Account of Disputed Claims.** No distribution shall be made with respect to all or any portion of any Disputed, contingent, or unliquidated Claim until the entire Claim becomes an Allowed Claim. The Reorganized Debtors shall set aside or reserve a portion of the consideration payable to the holders of Allowed Claims in a particular Class to be held in the Disputed Claims reserve for such Class in an

amount sufficient to pay to the holders of all Disputed Claims in such Class the full distributions they may be entitled to if their respective Claims were allowed in full.

## ARTICLE 9

### EFFECT OF CONFIRMATION

9.1 *Vesting of Assets.* Upon the Effective Date, pursuant to Section 1141(b) of the Bankruptcy Code, all property of the Debtors in Possession and their respective Estates shall vest in the Reorganized Debtors free and clear of any and all Claims, Liens, Interests, and other interests and encumbrances, except as provided in the Plan, the Confirmation Order, the Exit Facility, and the Call & Put Options. From and after the Effective Date, the Reorganized Debtors may operate their businesses and may own, use, acquire and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if the Chapter 11 Cases had never been filed.

9.2 *Binding Effect.* Subject to the occurrence of the Effective Date, on and after the occurrence of the Confirmation Date, the provisions of the Plan shall bind any holder of a Claim against or an Interest in any of the Debtors and such holder's successors and assigns, whether or not such holder's Claim or Interest is Impaired under the Plan, whether or not such holder has accepted the Plan, and whether or not such holder is entitled to a distribution under the Plan.

9.3 *Discharge of the Debtors.* Except as otherwise provided in this Plan or in the Confirmation Order, the rights afforded in this Plan and the treatment of the Claims and Interests herein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims against and Interests in the Debtors and the Debtors in Possession, their assets, properties, or interests in property, of any nature whatsoever, including any

interest accrued on any Claim from and after the Petition Date. Except as expressly otherwise provided herein or in the Confirmation Order, on the Effective Date, all Claims arising before the Effective Date (including those arising under Sections 502(g), 502(h) or 502(i) of the Bankruptcy Code) against the Debtors and the Debtors in Possession (including any based on acts or omissions that constituted or may have constituted ordinary or gross negligence or reckless, willful, or wanton misconduct of any of the Debtors, or any conduct for which any of the Debtors may be deemed to have strict liability under any applicable law), and all Interests shall be irrevocably satisfied, discharged, cancelled and released in full.

The Reorganized Debtors shall not be responsible for any Claims against or Interests in the Debtors or the Debtors in Possession except (a) those payments and Distributions expressly provided for or due under this Plan and (b) Claims and Interests, if any, that pass through this Plan unimpaired pursuant to specific and express provisions of this Plan. All Entities shall be precluded and forever barred from asserting against the Debtors, the Reorganized Debtors, or their assets, properties, or interests in property, any Claims based upon any act or omission, transaction, or other activity, event, or occurrence of any kind or nature that occurred prior to the Effective Date, whether or not the facts of or legal bases therefor were known or existed prior to the Effective Date, except for (a) the payments and distributions expressly provided for or due under this Plan and (b) Claims, if any, that pass through this Plan unimpaired pursuant to specific and express provisions of this Plan.

**9.4 Indemnification Obligations.** Subject to the occurrence of the Effective Date, the obligations of the Debtors to indemnify, reimburse or limit liability of any

person who is serving or has served as one of its directors, officers, employees or agents by reason of such person's prior or current service in such capacity as provided in the applicable certificates of incorporation or bylaws, by statutory law or by written or oral agreement, policies or procedures of or with the Debtors, are hereby discharged, and any Claim resulting therefrom shall not be entitled to any distribution under the Plan. Nothing herein shall be deemed to affect any rights of any director or officer against any insurer with respect to the Debtors' D&O insurance policies, including the tail policies provided for in section 7.8 of the Plan.

**9.5 Term of Certain Injunctions.** Unless otherwise provided herein or in the Confirmation Order, all of the injunctions and/or stays provided for in, or in connection with, the Chapter 11 Cases, whether pursuant to Section 105, Section 362, or any other provision of the Bankruptcy Code or other applicable law, in existence on the Confirmation Date, shall remain in full force and effect through the Effective Date.

**9.6 Release of Debtors' Claims.** As of the Effective Date, and subject to its occurrence, for the good and valuable consideration provided by each of the Released Parties, any and all Claims of the Debtors against any of the Released Parties based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date shall be forever released and discharged. The foregoing releases, however, shall not operate as a waiver or release for any borrowed money owed to the Debtors by any officer, director or employee.

**9.7 Release by Holders of Claims.** Except as otherwise specifically provided in this Plan or the Confirmation Order, on and after the Effective Date, the Unsecured Creditors' Committee, each of its members, the First Lien Lenders, the First Lien Agent,

and each holder of a Claim who has voted to accept this Plan or the WKH Plan shall be deemed to have unconditionally released the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based in whole or in part upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

**9.8 Exculpation.** None of the Released Parties or the Reorganized Debtors shall have any liability to any Entity for any act or omission in connection with or arising out of the negotiation of this Plan or the WKH Plan, the pursuit of approval of the Disclosure Statement, the pursuit of confirmation of this Plan or the WKH Plan, the consummation of this Plan or the WKH Plan, the transactions contemplated and effectuated by the Plan or the WKH Plan, the administration of this Plan, the WKH Plan, or the property to be distributed under either such plan or any other act or omission during the administration of the Chapter 11 Cases or the Debtors' Estates. In all respects, each of the foregoing shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.

**9.9 No Successor Liability.** Neither the Debtors nor the Reorganized Debtors will have any responsibilities, pursuant to the Plan or otherwise, for any Claims against or liabilities or obligations of the Debtors, the WKH Debtors, or any of the Debtors' or WKH Debtors' former subsidiaries relating to or arising out of the operations of or assets of the Debtors, the WKH Debtors, or any of their respective former subsidiaries, whether

arising prior to, or resulting from actions, events, or circumstances occurring or existing at any time prior to the Confirmation Date; *provided, however*, that the Reorganized Debtors shall have the obligations specifically and expressly provided in this Plan.

## ARTICLE 10

### THE EFFECTIVE DATE

**10.1 *Conditions to Confirmation.*** This Plan may not be confirmed unless each of the conditions set forth below is satisfied or waived by the Debtors upon written consent of the First Lien Agent in its sole discretion:

(a) A Confirmation Order, in form and substance satisfactory to the Debtors and the First Lien Agent, shall have been entered by the Bankruptcy Court;

and

(b) A WKH Confirmation Order, in form and substance satisfactory to the Debtors and the First Lien Agent, shall have been entered by the Bankruptcy Court.

**10.2 *Conditions to Effectiveness.*** The Effective Date may not occur unless and until each of the conditions set forth below is satisfied or waived by the Debtors with the written consent of the First Lien Agent (*provided, however*, that the condition of obtaining the FCC Consent cannot be waived):

(a) Each of the Confirmation Order and the WKH Confirmation Order shall have become a Final Order; *provided, however*, that, at the option of the Debtors with the consent of the First Lien Agent, the Effective Date may occur at a point in time when the Confirmation Order and the WKH Confirmation Order are not Final Orders, unless the effectiveness of such Orders (or any one of them) have been stayed or vacated, in which case the Effective Date may, at the option of the First Lien Agent, occur immediately

upon the expiration or other termination of any stay of effectiveness of the applicable Order;

(b) The Bankruptcy Court shall have made the findings of fact and/or conclusions of law in connection with the confirmation of this Plan and the WKH Plan satisfactory to the Debtors and the First Lien Agent, including a finding that the CCA New Common Stock issued on the Effective Date is exempt from registration under applicable securities laws pursuant to Section 1145 of the Bankruptcy Code, each of which findings and/or conclusions shall be expressly set forth in the Confirmation Order and/or the WKH Confirmation Order, as applicable, or in findings of fact and conclusions of law entered in support of and contemporaneously with the entry of the Confirmation Order and/or the WKH Confirmation Order, as applicable;

(c) The aggregate amount of (i) all Allowed Administrative Expense Claims (other than Allowed Claims of Professionals) is no more than \$2.0 million, (ii) all Allowed Priority Claims is \$0, (iii) all Allowed Priority Tax Claims is \$0, (iv) all Allowed Other Secured Claims is no more than \$20,000; (v) all Allowed Claims in Class 4 is no more than \$1.0 million, (vi) all cure payments due on executory contracts and unexpired leases assumed under the Plan or in the Chapter 11 Cases are no more than \$1.4 million, and (vii) Cash and cash equivalents on hand as of the Effective Date will be at least \$7.5 million, provided, however, that any decrease in the amount set forth in any of clauses (i) through (v) may be utilized to offset any increase in the amounts of any of the other of such clauses;

(d) All actions, agreements and instruments, or other documents necessary to implement the terms and provisions of the Plan and the WKH Plan, in form and

substance satisfactory to the Debtors and the First Lien Agent and in compliance with sections 7.1, 7.8 and 7.11 hereof, have been executed and delivered;

(e) The FCC Consent shall have been obtained, without the imposition of any condition materially adverse to the Debtors, the Reorganized Debtors, the WKH Debtors, or the Reorganized WKH Debtors except those that are customary in the transfer of television station authorizations;

(f) Any federal, state, local and foreign governmental authorizations, consents and regulatory approvals, required for the consummation of each of the transactions contemplated in the Plan and/or the WKH Plan shall have been obtained;

(g) All fees and expenses due to or incurred by Professionals through the Effective Date not previously paid pursuant to interim or final order shall have been paid into and shall be held in escrow, free and clear of liens, claims and encumbrances (other than the rights of Professionals), including those of the First Lien Agent and the First Lien Lenders, until due and payable in accordance with applicable court order ;

(h) All payments required to be made on the Effective Date shall have been made; and

(i) No Termination Date under the Amended Cash Collateral Order (as such term is defined therein) has occurred.

**10.3 Filing of Notice of Effective Date.** Within one (1) Business Day of the occurrence of the Effective Date, the Reorganized Debtors shall file a notice of occurrence of the Effective Date signed by the counsel for the Debtors in Possession and the First Lien Agent in the record of the Bankruptcy Court reflecting (a) that the foregoing conditions to the occurrence of the Effective Date have been satisfied or

waived by the Debtors, the First Lien Agent, and any other person whose consent or waiver is required, (b) the date of the Effective Date, and (c) acknowledging that the Effective Date has occurred on and as of such date.

## ARTICLE 11

### MISCELLANEOUS PROVISIONS

**11.1 *Payment of Statutory Fees.*** All fees payable pursuant to Section 1930 of title 28 of the United States Code shall be paid after the Effective Date by the Reorganized Debtors, as, when and in the amount as required by applicable law.

**11.2 *Dissolution of the Unsecured Creditors Committee.*** On the Effective Date, the Unsecured Creditors Committee and its Professionals shall be released and discharged of and from all further authority, duties, responsibilities, and obligations relating to or arising from or in connection with the Chapter 11 Cases, and shall be deemed dissolved; *provided, however,* that in the event that the Effective Date occurs prior to the entry of an order with respect to final fee applications of Professionals for the Unsecured Creditors Committee, the Unsecured Creditors Committee and its Professionals (and any other Professionals) may seek and recover reasonable compensation in connection with the preparation, filing and prosecution of such applications.

**11.3 *Pension Plans.*** For avoidance of doubt, on and after the Effective Date, pursuant to Section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits of the Debtors (within meaning of Section 1114 of the Bankruptcy Code), if any, at the level established in accordance with Section 1114 of the

Bankruptcy code, at any time prior to the Confirmation Date, for the duration of the period for which such Debtors had obligated themselves to provide such benefits.

**11.4 Notice.** Any notices, requests, and demands required or permitted to be provided under this Plan, in order to be effective, must be in writing (including by facsimile transmission), and unless otherwise expressly provided herein, shall be deemed to have been duly given or made (a) if personally delivered or if delivered by email or courier service, when actually received by the Entity to whom notice is sent, or (b) if deposited with the United States Postal Service (whether actually received or not), at the close of business on the third Business Day following the day when placed in the mail, postage prepaid, certified or registered with return receipt requested, addressed to the appropriate Entity or Entities, at the address of such Entity or Entities set forth below (or at such other address as such Entity may designate by written notice to all other Entities listed below in accordance with this Section:

<b>If to the Debtors:</b>	Heller, Draper, Hayden, Patrick & Horn, L.L.C. 650 Poydras Street, Suite 2500 New Orleans, LA 70130 Attn: William H. Patrick, Esq. Douglas S. Draper, Esq. Tristan Manthey, Esq. Email: <a href="mailto:wpatrick@hellerdraper.com">wpatrick@hellerdraper.com</a> <a href="mailto:ddraper@hellerdraper.com">ddraper@hellerdraper.com</a> <a href="mailto:tmanthey@hellerdraper.com">tmanthey@hellerdraper.com</a>
<b>If to the Unsecured Creditors Committee:</b>	Taylor, Porter, Brooks & Phillips, L.L.P. 451 Florida St., Suite 800 Baton Rouge, LA 70801 225-387-3221 (phone) 225-346-8049 (fax) Attn: Brett P. Furr, Esq. Michael A. Crawford, Esq. Email: <a href="mailto:brett.furr@taylorporter.com">brett.furr@taylorporter.com</a> <a href="mailto:mike.crawford@taylorporter.com">mike.crawford@taylorporter.com</a>

<b>To the First Lien Agent:</b>	Milbank, Tweed, Hadley & McCloy LLP One Chase Manhattan Plaza New York, NY 10005-1413 212-530-5000 (phone) 212-530-5219 (fax) Attn.: Dennis F. Dunne, Esq. Email: ddunne@milbank.com
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**11.5 Headings.** The headings used in this Plan are inserted for convenience only and neither constitute a portion of this Plan nor in any manner affect the construction of the provisions of this Plan.

**11.6 Governing Law.** Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of Louisiana, without giving effect to any conflicts of law principles thereof that would result in the application of the laws of any other jurisdiction, shall govern the construction of this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise expressly provided in such instruments, agreements, or documents.

**11.7 Exemption from Transfer Taxes.** Pursuant to Section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any securities under this Plan, the making or delivery of any mortgage, deed of trust, other security interest, or other instrument of transfer under, in furtherance of, or in connection with this Plan shall be exempt from all taxes as provided in such Section 1146(a) of the Bankruptcy Code.

**11.8 Securities Laws Exemption.** The issuance of the CCH New Common Stock, any warrants issued under the CCA Plan and the options under the Management Incentive Plan shall be exempt from registration under any federal, state or local law, rule or regulation pursuant to Section 1145 of the Bankruptcy Code and other applicable law.

**11.9 Further Assurances.** The Debtors, the Reorganized Debtors, the WKH Debtors, the reorganized WKH Debtors, all holders of Claims and Interests receiving distributions under this Plan, and all other parties in interest shall, from time to time, upon the request or demand of the Reorganized Debtors, prepare, execute, and deliver any agreements or documents and take any other action consistent with the terms of this Plan as may be reasonably necessary to effectuate the provisions and intent of this Plan, with each such Entity to bear its own costs incurred in connection therewith.

**11.10 Successors and Assigns.** The rights, benefits and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, personal representative, successor or assign of such Entity.

**11.11 Modification and Amendment of the Plan.** Subject to the restrictions on modifications set forth in Section 1127 of the Bankruptcy Code and Bankruptcy Rules 2002 and 3019, this Plan may be amended or modified by the Debtors before or after the Confirmation Date; provided, however, that no amendment or modification may be made to the Plan without the prior written consent of the First Lien Agent, which consent may be withheld at its sole discretion.

**11.12 Withdrawal of the Plan.** The Debtors reserve the right to withdraw the Plan at any time prior to the Confirmation Date upon filing a Notice of Withdrawal in the record of the Bankruptcy Court; provided, however, that no right to withdraw the Plan may be exercised or Notice of Withdrawal filed without the prior written consent of the First Lien Agent, which consent may be withheld at its sole discretion.

## ARTICLE 12

### RETENTION OF JURISDICTION

Pursuant to Sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court shall retain and shall have jurisdiction to the fullest extent provided by applicable law over any matter arising under the Bankruptcy Code or arising in or related to the Chapter 11 Cases or this Plan, including, without limitation, the following:

(a) To hear and determine any and all motions or applications (i) for the assumption, assumption and assignment or rejection of executory contracts or unexpired leases to which the Debtors are parties or with respect to which the Debtors may be liable, (ii) to review and determine all cure amounts under any such assumed executory contract or unexpired lease, and (iii) to review and determine any Claims resulting from the rejection of any executory contract or unexpired lease.

(b) To determine any and all Causes of Action, including all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to this Plan, may be instituted by the Reorganized Debtors after the Effective Date, including any actions to avoid any preferences, fraudulent transfers, or other voidable transfers, or otherwise to recover assets for the benefit of the Estates that have not been waived or released pursuant to the terms of this Plan.

(c) To hear and determine any objections to the allowance, classification or priority of any Claims, including Administrative Expense Claims, as well as any requests for estimation of same.

(d) To consider any modifications of this Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order.

(e) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with this Plan or any other plan documents or their interpretation, implementation, enforcement, or consummation.

(f) To hear and determine such other matters that may be set forth in this Plan, and the Confirmation Order or that relate to any transaction required or contemplated by the Plan.

(g) To hear and determine any other matters related hereto, including matters related to the implementation and enforcement of all orders entered by the Bankruptcy Court in the Chapter 11 Cases.

(h) To hear and determine any issue relating to distributions under the Plan.

(i) To enter such orders as are necessary to implement and enforce the injunctions described herein, including orders extending the protections afforded under Section 105 of the Bankruptcy Code.

(j) To hear and determine all applications for allowances of compensation and reimbursement of expenses of professionals under Sections 330, 331, and 503 of the Bankruptcy Code and any other fees and expenses authorized to be paid or reimbursed under this Plan.

(k) To the extent that Bankruptcy Court approval is required, to consider and act on the compromise and settlement of any Claim or Cause of Action by or against the Debtors or the Reorganized Debtors.

(l) To hear and determine matters concerning state, local, and federal taxes, fines, penalties, or additions to taxes for which the Debtors or Debtors in Possession may be liable, directly or indirectly, in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code.

(m) To hear and determine such other matters as may be appropriate.

(n) To issue such orders in aid of execution of this Plan to the fullest extent authorized or contemplated by Section 1142 of the Bankruptcy Code.

(o) To enter an order or final decree closing the Chapter 11 Cases.

Dated: August 17, 2007

**PLAN FILED BY:**

Communications Corporation of America,  
ComCorp Holdings, Inc.,  
ComCorp Broadcasting, Inc.,  
ComCorp of Texas, Inc.,  
ComCorp of Baton Rouge, Inc.,  
ComCorp of Bryan, Inc.,  
ComCorp of Lafayette, Inc.,  
ComCorp of El Paso, Inc.,  
ComCorp of Louisiana, Inc.,  
ComCorp of Indiana, Inc.,  
ComCorp of Tyler, Inc. and  
ComCorp of Monroe, Inc.  
ComCorp of Baton Rouge License Corp.,  
ComCorp of Bryan License Corp.,  
ComCorp of Lafayette License Corp.,  
ComCorp of El Paso License Corp.,  
ComCorp of Indiana License Corp.,  
ComCorp of Louisiana License Corp.,  
ComCorp of Texas License Corp.,  
ComCorp of Tyler License Corp., and  
ComCorp of WB Baton Rouge, Inc.

BY:

THEIR CHIEF EXECUTIVE OFFICER

/s/William H. Patrick, III

William H. Patrick, III, La. Bar No. 10359

Douglas S. Draper, La. Bar No. 5073

**HELLER, DRAPER, HAYDEN,**

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As counsel to

Communications Corporation of America

ComCorp Holdings, Inc.,

ComCorp Broadcasting, Inc.,

ComCorp of Texas, Inc.,

ComCorp of Baton Rouge, Inc.,

ComCorp of Bryan, Inc.,

ComCorp of Lafayette, Inc.,

ComCorp of El Paso, Inc.,

ComCorp of Louisiana, Inc.,

ComCorp of Indiana, Inc.,

ComCorp of Tyler, Inc.,

ComCorp of Monroe, Inc.,

ComCorp of Baton Rouge License Corp.,

ComCorp of Bryan License Corp.,

ComCorp of Lafayette License Corp.,

ComCorp of El Paso License Corp.,

ComCorp of Indiana License Corp.,

ComCorp of Louisiana License Corp.,

ComCorp of Texas License Corp.,

ComCorp of Tyler License Corp., and

ComCorp of WB Baton Rouge, Inc.,

as Debtors and Debtors in Possession

**SCHEDULE 1.82**

**TRADE CLAIMS**

**[ATTACHED]**

**SCHEDULE 1.82 TO THE PLAN**

Schedule 1.82 to the Plan identifies, by name and address, the holders of Class 4 Trade Claims that remain outstanding according to the Debtors' books and records. Inclusion of the name of an entity on this Schedule 1.82 is meant to classify such entity's Claims as Trade Claims in Class 4 of the Plan. The Debtors reserve any and all rights, however, to object to the amount of any Trade Claim listed on Schedule 1.82 for any reason in accordance with the Plan.

Name	Address line1	Address line2	Address line3	City	State	Postal
4-M Rentals & Repair, Inc.	Welding Supplies	P.O. Box 523		Scott	LA	70583- 0000
A 1 Service, Inc.	208 Jacob's Run			Scott	LA	70583- 0000
A-1 Rent All West Tyler	700 SW Loop 323			Tyler	TX	75701- 0000
AAA/Standard Coffee Service	P.O. Box 20022			Waco	TX	76702- 0000
Abar Media	1029 N. Royal Street			Alexandria	VA	22314- 0000
Acadiana's Office Products	P.O. Box 61748			Lafayette	LA	70508- 0000
Access 1 Communicatio ns Corp.	P.O. Box 7820			Tyler	TX	75711
Action Temporary Services Inc.	P.O. Box 15398			Evansville	IN	47716- 0398
ADT Security Services Inc.	P.O. Box 371956			Pittsburgh	PA	15250- 7956
Advanced Ideas Maint., Inc.	1113 Webster Ave			Waco	TX	76706- 0000
Affirmed Medical Service	P. O. Box 5257			Tyler	TX	75712- 5257
Airfre Filter Service Inc.	P.O. Box 154338			Waco	TX	76715- 0000
Airgas - Mid- America	P.O. Box 802615			Chicago	IL	60680- 2615
All American Party & Tent Rental	4917 Old Jacsonville Highway			Tyler	TX	75703- 0000
All American Turf	285 Camp Bistro Road			Doyline	LA	71023- 0000
Allegiance Marketing Co.	Susan K. Hoff		P.O. BOX 3275	South Padre Island	TX	78597- 0000
Allen Samuels Chevrolet	P.O. Box 7978			Waco	TX	76714- 0000
Allied Electronics, Inc.	P.O. Box 2325			Fort Worth	TX	76113- 0000
Allied Waste Services	Acadiana	P.O. Box 9001218		Louisville	KY	40290- 1218

Alltel	One Allied Drive, Bldg 4, 2nd Fl			Little Rock	AR	72202-0000
Alphagraphics	6220 Vogel Road			Evansville	IN	47715-0000
Alpine Vending Co.	5026 New Harmond Road			Evansville	IN	47720-0000
Altex Electronics	1525 S. IH35			Waco	TX	76705-0000
Altstadt Office City	700 N. Main St.	P.O. Box 6422		Evansville	IN	47719-0422
American Electric Power	PO Box 2021			Roanoke	VA	24022-2121
American Fire & Safety, Inc.	3310 E. Adams			Temple	TX	76501-0000
American Solutions	American Solutions for Business	Nw #7794	PO Box 1450	Minneapolis	MN	55485-7794
AMS Direct, Inc.	7020 High Grove			Willowbrook	IL	60527-0000
Anchor Safety, Inc.	P.O. Box 150949			Longview	TX	75615-0949
Anderson Lawn Care	907 Texas Oak			Nacogdoches	TX	75961-0000
Andrew Corporation	Po Box 96879			Chicago	IL	60693-0000
Ann Page Communication	552 Aqua Drive			Dallas	TX	75281-0000
Anthony Mechanical Services, Inc.	PO Box 3460			Lubbock	TX	70452
Anton / Bauer, Inc.	P.O. Box 75040			Charlotte	NC	28275-0040
Apex Media	15849 N. 77th Street			Mesa	AZ	85206-0000
Aprotex Corporation	1011 W. Washington Ave			Midland	TX	79701-0000
ARC Holding, Ltd.	Paul J. Laurin, Esq. (CA Bar #136287	15760 Ventura Blvd., Suite 1727		Encino	CA	91436
Arch Wireless	P.O. Box 660770			Dallas	TX	75266-0000

Arsement & Hayes, L.L.C.	551 Vincent Road			Lafayette	LA	70508-0000
Arsement, Redd & Morella, LLC	701 Robley Dr.	Suite 2000		Lafayette	LA	70503-0000
AT&T - Universal Biller	P.O. Box 930170			Dallas	TX	75393-0170
Atmos Energy	P.O. Box 78108			Phoenix	AZ	85062-8108
Audio Implements/G KC	1703 Pearl Street			Waukesha	WI	53186-0000
Automation Direct.com	3505 Hutchinson Road			Cumming	GA	30040
Avaya, Inc.	c/o RMS Bankruptcy Recovery Services	P.O. Box 5126		Timonium	MD	21094
Baker Printing Company Inc.	P.O. Box 450			Baker	LA	70714-0000
Barbizon Light of the Rockies	2390 Ulster Street, #111			Denver	CO	80238-0000
Baron Services, Inc.	4930 Research Drive			Huntsville	AL	35805-0000
Basco	9447 De Soto Ave			Chatsworth	CA	91311-4991
Basin Welding Supply Inc	P.O. Box 3708			Odessa	TX	79760-0000
Battery Express. Inc.	2885 N. Berkeley Lake Rd NW	Suite 5		Duluth	GA	30096-4343
BCS Easylink Services	P.O. Box 217			Rising Fawn	GA	30738-0217
Bellsouth Advertising	P.O. Box 105024			Atlanta	GA	30348-0000
BellSouth Telecommunications	301 W. Bay Street, Room 29EF1			Jacksonville	FL	32202
Ben Maines Air Condition, Inc.	P.O. Box 3571			Longview	TX	75606-3571

Best Line Tire & Service	1241 Tutor Lane			Evansville	IN	47715-0000
Best View Transit Media, LLC	P.O. Box 5027			Evansville	IN	47716-0000
Bill ~Cowden	P.O. Box 3006			Van Horn	TX	79855-0000
Bio/Dyne Chemical Company	P.O. Box 961707			El Paso	TX	79996-0000
Birch Telecom	PO Box 927			Emporia	KS	66801
Blaze, The	212 Grande Blvd	#C120		Tyler	TX	75703-0000
BMI	P.O. Box 406785			Atlanta	GA	30384-0000
BMP Radio	7800 IH 10 W, Suite 300			San Antonio	TX	78230-0000
Boatman Tire & Service	315 North University Drive			Nacogdoches	TX	75961-0000
Bobby Bell Productions	Troy N. Bell		3328 SSW LOOP 323	Tyler	TX	75701-0000
Brazosland Properties, Inc.	1101 University Drive	Suite #106		College Station	TX	77840-0000
Bryon ~Zint	4900 Kleitz Lane			Evansville	IN	47720-0000
BSW-Broadcast Supply Worldwide	7012 27th Street West			Tacoma	WA	98466-5215
BTU	P.O. BOX 8000			Houston	TX	77085-0000
Business Forms & Systems, Inc.	PO Box 17846			Memphis	TN	38187-0846
C. Woods Co., LLC	P.O. Box 6623			Tyler	TX	75711-0000
Cajun Chemical & Janitorial Supply, Inc.	P.O. Box 160			Opelousas	LA	70571-0000
Capital Contractors, Inc.	P.O. Box 3079			Huntington Station	NY	11746-0000

Carefree Janitorial Supply	P.O. Box 5255			Bossier City	LA	71171-5255
Casa Ford, Inc.	5855 Montana			El Paso	TX	79925-0000
Castle Advertising	21344 Superior St			Chatsworth	CA	91311-0000
Cayden McFarland	5249 U.S. Highway 277 South	Apt. 253		Abilene	TX	79605-0000
CBS Outdoor, Inc.	1850 North Central Avenue, 19th Floor			Phoenix	AZ	85004
Cema Cleaning Service, Inc.	P.O. Box 37962			Shreveport	LA	71133-0000
Centerpoint Energy	P.O. Box 4981			Houston	TX	77210-0000
Central Plumbing Company	8367 Greenwell Springs Road			Baton Rouge	LA	70814-0000
Central Telephone Company of Texas (d/b/a Embarq)	PO Box 7971			Shawnee Mission	KS	66207
Centurytel	P.O. Box 6001			Marion	LA	71260-6001
Chamber of Commerce	P.O. BOX 3579			Bryan	TX	77805-0000
Chamberlain Marketing Grp., Inc	12103 Delta Drive			Taylor	MI	48180
Choice One Communications	P.O. Box 1927			Albany	NY	12201-1927
Choicepoint Services	P.O. Box 105186			Atlanta	GA	30348-0000
Chyron Corporation	P.O. BOX 7777			Philadelphia	PA	19175-0000
Cingular	P.O. Box 650553			Dallas	TX	75265-0000
Cingular Wireless	P.O. Box 30523			Tampa	FL	33630-3523
Citadel Broadcasting	202 Galbert Road			Lafayette	LA	70506
Citgo Petroleum Corp.	P.O. Box 2224			Birmingham	AL	35246-0000

Citibank USA, Inc.(DBA: Office Depot)	PO Box 9025			Des Moines	IA	50368
City of Nacogdoches	P.O. Box 635030			Nacogdoches	TX	75963-0000
City of Odessa Utilities	P.O. Box 2552			Odessa	TX	79760-0000
City Of Shreveport	Office of Water & Sewage		P.O. Box 30065	Shreveport	LA	71153-0000
City of Tyler - Water Utilities	P.O. Box 336			Tyler	TX	75710-0000
City Of Woodway	Customer Service Dept.		924 ESTATES DRIVE	Woodward	TX	76712-3432
Clark Wire & Cable	1355 Armour Blvd.			Mundelein	IL	60060-0000
Clean Sweep	1626 CRRD 341			Nacogdoches	TX	75961-0000
Clear Channel Broadcasting Inc.	c/o Stephen F. Chiccarelli	Breazeale, Sachse & Wilson, LLP	PO Box 3197	Baton Rouge	LA	70821
CLECO	2030 Donahue Ferry Road			Pineville	LA	71360
Coca-Cola Enterprises Inc	P.O. Box 932767			Atlanta	GA	31193-0000
Columbia Pictures TV, Inc.	21872 Network Place			Chicago	IL	60673-1218
Comcorp Of Texas	P.O. Box 53708			Lafayette	LA	70505-0000
Commercial Electronics Supply Co., Inc.	PO Box 3291			Midland	TX	79702-3291
Community Coffee Co, LLC	P.O. Box 60141			New Orleans	LA	70160-0000
Concordia Electric Cooperative	PO Box 98			Jonesville	LA	71343-0098

Conference Call.com	c/o West Asset Management, Inc.	PO Box 674544		Marietta	GA	30066
Consolidated Communications	P.O. Box 660034			Dallas	TX	75266-0000
Constellation Newenergy	P.O. Box 200187			Dallas	TX	75320-0000
Cox Communications, L.L.C.	7401 Florida Blvd	Attn: Cox Media		Baton Rouge	LA	70806
Cox Media	Dept. 1260			Denver	CO	80291-0000
Cox Media, Inc. Baton Rouge	Business Department	P.O. Box 849997		Dallas	TX	75284-9997
CPL Retail Energy	P.O. Box 22136			Tulsa	OK	74121-0000
CPU Wholesale Computer Parts	3500 North Street #2			Nacogdoches	TX	75961-0000
Crescent Communications	2715 Marietta Street			Kenner	LA	70062-0000
Crossroads Media	1240 N. Pitt St	Ste. 300		Alexandria	VA	22314-0000
Cross-Sell Inc.	P.O. Box 24948			Lexington	KY	40524-4948
Crow Towing Service	P.O. Box 17660			Clearwater	FL	33762-0000
Crown Audio, Inc.	P.O. Box 155999			Fort Worth	TX	76155-0999
Crozier's Flowers	2901 W. Waco Drive			Waco	TX	76707-0000
Culligan Water Of Rio Gr Vly	P.O. Box 1029			San Benito	TX	78586-0000
Cummins Cumberland	P. O. Box 1370			Louisville	KY	40201-1370
Cumulus Broadcasting Shreveport	P.O. Box 643171			Cincinnati	OH	45264-0000
Danco HVAC/R Services	1205 Dayton			Waco	TX	76706-4941
Danco Packaging, Inc.	13213 A Highway 155 S			Tyler	TX	75703-0000

Daniel Blueprint Co.	P.O. Box 3040			Waco	TX	76707-0000
David Lenz Media						
Dawnco	3340 S. Lapeer Road			Lake Orion	MI	48359-0000
DBA Zee Medical	S. W. First Aid & Supply., Inc	P.O.Box 220229		El Paso	TX	79913-0000
DBI Computer Service	P O Box 221725			El Paso	TX	79913-0000
Dell Markting LP	Dept. 57-0006185439	P.O. Box 9020		Des Moines	IA	50368-9020
Dell, Inc.	One Dell Way	Bldg. 1, MS 8052		Round Rock	TX	78682
Designer Graphics	12404 Highway 155 S.			Tyler	TX	75703-0000
DHL Express Inc.	P.O. Box 4723			Houston	TX	77210-4723
Dickstein, Shapiro, Morin, & Oshinsky LLP	Morin & Oshinsky LLP	2101 L. Street		Washington	DC	20037-1526
Digi-Key Corporation	P.O. Box 250			Thief River Falls	MN	56701-0000
Dimension Enterprises, Ltd	3501 N.W. Evangeline Thruway			Carencro	LA	70520-0000
Dixie Paper Co.	P.O Box 130729			Tyler	TX	75713-0729
Dixon Hager/Chaplin e Heating	2134 Anthony Dr. Suite E			Tyler	TX	75701-0000
Dolphin Capital Corp.	P.O. Box 6005			Moberly	MO	65270-0605
Donna Finley	P.O. Box 632418			Nacogdoches	TX	75963-0000
Dynatec	11940 Golden Date Road			El Paso	TX	79936-0000
East Texas Alarm, Inc.	315 S. Vine			Tyler	TX	75702-0000
East Texas Copy Systems, Inc.	4545 Old Jacksonville Hwy			Tyler	TX	75703-0000
East Texas Radio Group	P.O. Box 7820			Tyler	TX	75711-0000

Eatel	P.O. Box 60838			New Orleans	LA	70160- 0838
Eden Lawn Care	7943 Highway 24 East			Centreville	MS	39631- 0000
EDM Interests	P.O. Box 445			Tyler	TX	75710- 0000
El Paso Disposal	P.O. Box 20179			El Paso	TX	79998- 0000
El Paso Electric Company	100 N. Staton			El Paso	TX	79901
El Paso Times	P.O. Box 59			El Paso	TX	79940- 0000
El Paso Water Utilities	P O Box 511	# 50- 4424.300 / 50- 4425.300		El Paso	TX	79961- 0001
Electric Company	P O Box 20982			El Paso	TX	79998- 0982
Electric Motors, Inc.	2204 Us 41 North			Henderson	KY	42420- 2374
Electronic Media Machine, Inc.	2451 Northland Ave			St. Louis	MO	63114- 0000
Electronics Research Inc.	7777 Gardner Road			Chandler	IN	47610- 0000
Elizabeth ~Davis	1820 Carolyn Sue	Condo O		Baton Rouge	LA	70815- 0000
Elm Creek WSC	P.O. Box 538			Moody	TX	76557- 0000
Engines Express, Inc.	6300 New Copeland Rd.			Tyler	TX	75703
Entergy Gulf States, Inc.	MAIL UNIT L JEF 359	P O BOX 6008		New Orleans	LA	70174- 6008
Entravision Communicatio ns, d/b/a KOFX-FM	d/b/a KOFX- FM	4171 North Mesa Street, Suite B- 201		El Paso	TX	79902
Evansville Water and Sewer Utility	1 NW Martin Luther King Blvd	PO Box 19		Evansville	IN	47740- 7846
Express Services, Inc.	P.O. Box 730039			Dallas	TX	75373- 0039
Exxon	P.O. Box 4597			Carol Stream	IL	60197- 0000
Fairway Ford	P.O. Box 7000			Henderson	TX	75654- 0000

Fantich Media Group	5401 N. 10th Street #211			Mcallen	TX	78504-0000
FedEx Customer Information Service, as assignee of FedEx Express/FedEx Ground	Attn: Revenue Recovery/Bankruptcy		2005 Corporate Avenue, 2nd Floor	Memphis	TN	38132
Filter Service of East TX, Inc.	P.O. Box 151555			Lufkin	TX	75915-0000
Firestone Tire & Service Ctn	128 W.S.W. Loop 323			Tyler	TX	75701-0000
First Media	536 Kipline Avenue		Toronto CD (Canada) M825E3			
Firstcom Music Inc.	P.O. Box 31001-1699			Pasadena	CA	91110-0000
Fisher & Phillips, LLP	945 E. Paces Ferry Rd, Ste 1500			Atlanta	GA	30326-0000
Fleet-One, LLC	MSC 30425	P.O. Box 415000		Nashville	TN	37241-5000
Fletcher, Heald, & Hildreth	1300 N. 17th Street, 11th Floor			Arlington	VA	22209-0000
Fowler Energy Company	4520 Spicewood Springs			Austin	TX	78759-8506
Fox Valley Video Service, Inc.	771 S Eighth Street			Dundee	IL	60118-0000
G & K Services	P.O. Box 830483			San Antonio	TX	78283-0483
GE Capital	2325 Lakeview Parkway, Suite 700			Alpharetta	GA	30004-0000
General Paper Company Inc.	11091 Airline Highway			Baton Rouge	LA	70816-0000
Giddy-Up Delivery Service Inc	28844 Normalinda Road			San Benito	TX	78586-0000

Gleiser Communications, LLC	P.O. Box 1330			Tyler	TX	75710-0000
Global Computer Supplies	7795 West Flagler St., Ste 35			Miami	FL	33144-0000
GMAC	P O Box 78252			Phoenix	AZ	85062-8252
Gordon Communications, Inc.	P.O. Box 980241			Park City	UT	84098-0000
Grainger	Dept 418-804911832	P.O. Box 419267		Kansas City	MO	64141-6267
Grande Communications Inc.	P.O. Box 671038			Dallas	TX	75267-0000
Great American Leasing Corp.	PO Box 609			Cedar Rapids	IA	52406
Greenberg, Traurig, LLP	3290 Northside Parkway, Ste 400			Atlanta	GA	30327-0000
Grizzard Group	G & M Company Llc	P.O. Box 6327		San Antonio	TX	78209-0327
Guaranty Broadcasting Company of BR	c/o The Baringer Lawfirm LLC	918 Government Street		Baton Rouge	LA	70802
Guidry Hardware & Supply, Inc.	5633 Cameron Street			Scott	LA	70583-0000
Gulf Coast Paper Co. Inc	P.O. Box 4227			Victoria	TX	77903-0000
Hall Buick Pontiac GMC	P.O. Box 4905			Tyler	TX	75712-0000
Harris Corporation	c/o Anthony Deglomine, III, Esq.	1025 W. NASA Blvd.	Mailstop A-11	Melbourne	FL	32919
Hartford Fire Insurance	Bankruptcy Unit, T-1-55	Hartford Plaza		Hartford	CT	06115
Hawk Eye Picture Tube Mfg.	724 Scott Ave			Des Moines	IA	50309
Hawking Technologies, Inc.	15281A Barranca Parkway			Irvine	CA	92618-0000

Heritage Petroleum LLC	P.O. Box 6850			Evansville	IN	47719-0850
Herman Electronics	7350 N.W. 35th Terrace			Miami	FL	33122-0000
HI Tech Office Supplies, Inc.	P.O. Box 61925			Lafayette	LA	70596-0000
Home Depot Credit Services	Dept 32-2009897772		P.O. BOX 6029	The Lakes	NV	88901-0000
HSBC Business Solutions	P.O. Box 5229			Carol Stream	IL	60197-0000
Hutch & Son Inc.	300 N. Main Street			Evansville	IN	47711-0000
IceBox Advertising, Inc.	Attn: Steven Foster	7655 Haskell Ave		Van Nuys	CA	91406
Industrial Contractors, Inc.	P. O. Box 208			Evansville	IN	47702-0208
Innovative Leasing	P.O. Box 6434			Carol Stream	IL	60197-0000
Inscriber Technology Corp	26 Pepler Street			Waterloo, ON N2J3C4		
Insight Communications	P.O. Box 740273			Cincinnati	OH	45274-0273
Insight Media Advertising	Accounts Receivable	915 Main Street Ste 300		Evansville	IN	47708-0000
Intermedia	15760 Ventura Blvd., Suite 110			Encino	CA	91436-0000
Intralinks, Inc.	1372 Broadway, 11th Floor			New York	NY	10018-0000
Jackson Walker LLP	P.O. Box 130989			Dallas	TX	75313-0000
James G. Bergman	709 North Tyler			Livingston	TX	77351-0000
Jay L. Harman Fire Equipment Co	P.O. Box 34			El Paso	TX	79940-0000
Jeff Ellingson	923 Barnett Drive			Cedar Falls	IA	50613-0000

John Moore	10988 Ardis			Whitehouse	TX	75791-0000
John P. ~Moon	1749 Bertrand Drive			Lafayette	LA	70506-0000
Just Say Spots	Frank O Oliver Iv		30 ACOMA S BLVD STE106	Lake Havasu City	AZ	86403-0000
Kenergy	P.O. Box 18			Henderson	KY	42419-0018
Ken's Pump & Supply	1531 South Green Street			Henderson	KY	42420-0000
Kentwood	P.O. Box 61995			New Orleans	LA	70161-0000
KFXK	P.O. Box 3058			Lafayette	LA	70502-0000
Kinescope Camera & Deck Serv.	1311 Barber Creek Road			Statham	GA	30666-0000
Kirkland Oil Co., Inc.	P.O. Box 1375			Jacksonville	TX	75766-0000
KNXX-FM	P.O. Box 2231			Baton Rouge	LA	70821-2231
KOFX - FM	5426 N. Mesa			El Paso	TX	79912-0000
Konica Minolta Business Solutions USA	3000 Kellway Drive	Ste 108		Carrollton	TX	75006
KQIS FM	P.O. Box 228			Crowley	LA	70527-0000
KVEE 993	212 Grande Blvd., Suite C 120			Tyler	TX	75703-0000
L & M Sales	P.O. Box 1278			Waco	TX	76703-0000
Lamar Advertising Company	PO Box 66338	Attn: Credit Department		Baton Rouge	LA	70896
Lasergraphics	2301 North Street			Nacogdoches	TX	75961-0000
Lawns Ltd, Inc	1824 Austin Ave			Waco	TX	76701-0000
Lazer's Edge, Llc	2168 Airline Dr., Ste C			Bossier City	LA	71111-0000
Lectrosonics, Inc.	P.O. Box 5900			Rio Rancho	NM	87124-0000

Lee Mitchell	100 W. Cen Tex Expwy #202			Harker Heights	TX	76548- 0000
Lee's Air Conditioning Co., Inc.	156 Banks Ave			Lafayette	LA	70506- 0000
Leitch Inc.	P.O. Box 951603			Dallas	TX	75395- 1603
Lewis Associates	7548 Pepperell Drive			Bethesda	MD	20817- 0000
Linda Burns Holman	8870 Youree Drive, Suite 202			Shreveport	LA	71115- 0000
Lindsay Communicatio ns	3017 E. Villa Maria			Bryan	TX	77803- 5032
Lone Star Overnight LP	P.O. Box 149225			Austin	TX	78714- 9225
Lubbock Avalanche- Journal	710 Avenue J			Lubbock	TX	79401- 0000
Lube N Go	6400 Airport Road	Suite W		El Paso	TX	79925- 0000
LUS	Lafayette Utilities System	P.O. Box 4024		Lafayette	LA	70502- 4024
Mailing and Shipping Sys., Inc.	P.O. Box 3262			El Paso	TX	79923- 0000
Mark Knox Flowers	1209 E. 8th St.			Odessa	TX	79761
Markertek Video Supply	3800 Paluxy Square, Suite 401			Tyler	TX	75703- 0000
Marsand, Inc.	P.O. Box 485	6100 IH- 35W		Alvarado	TX	76009- 0000
Mcallen Fountain View, L.L.P.	C/O S.P. Plaza L.C.		1701 W. BUS.83 STE #312	McAllen	TX	78501- 0000
MCI	P.O. Box 371838			Pittsburgh	PA	15250- 7956
McKenzie Tile & Flooring	301 SSE Loop 323			Tyler	TX	75702- 0000
McLennan County Electric Co- Op	P.O. Box 357			McGregor	TX	76657- 0000

McLiff Vending & OCS	10816 Notus Lane			El Paso	TX	79935-0000
MCM Electronics	405 South Pioneer Blvd			Springboro	OH	45066-3001
Media Concepts Ltd	1330 East 8th, Ste 203			Odessa	TX	79761-0000
Mediacenter Online Inc.	P.O. Box 528			Mount Freedom	NJ	07970-0000
Megatrax	7629 Fulton Ave			North Hollywood	CA	91605-0000
Mellow Joy Coffee	Attn: Mandi Methvin	313 N. Chestnut St., Ste C		Lafayette	LA	70501
Michael Kerr	1310 Oak Drive			Kilgore	TX	75662-0000
Michael P. Nassif	P.O. Box 18136			Sugar Land	TX	77496-0000
Microwave Filter Company, Inc.	6743 Kinne Street			East Syracuse	NY	13057-0000
Microwave Service Corporation	15 Thornton Avenue			Haverhill	MA	10832-0000
Midland Reporter Telegram	P.O. Box 1650			Midland	TX	79702-0000
Mid-State Electronic Supply	811 S. Texas Ave			Bryan	TX	77803-3987
Midway Shamrock	James Amer	135 Estates Drive		Waco	TX	76712-0000
Mike Pile Autoplex Inc.	2401 W.S.W. Loop 323			Tyler	TX	75701-0000
Mike Staas Services, Inc.	326 N. Industrial			Waco	TX	76710-0000
Milestek Corporation	36109 Treasury Center			Chicago	IL	60694-0000
Miller, Kaplan, Arase & Co., LLP	4123 Landershim Blvd.			North Hollywood	CA	91602-0000
Milling Benson Woodward LLP	909 Poydras St. , Suite 2300			New Orleans	LA	70112-0000
Monster Trak	11845 West Olympic Blvd.	Suite 500		Los Angeles	CA	90064-0000

Moore's Retread & Tire-63	4002 Greenwood Road			Shreveport	LA	71109- 0000
Motor Vehicle Registration	Service Of La.		P.O. BOX 751000	New Orleans	LA	70175- 0000
Mount Franklin Water	c/o Coca-Cola Amatil		71 Macquarie Street	Sydney	NSW	2000
Mountain Glacier, LLC	P.O. Box 927			Evansville	IN	47706- 0000
Mountain Zone Tv Systems	P.O. Box 1377			Alpine	TX	79831- 0000
Mouser Electronics, Inc.	PO BOX 99319			Fort Worth	TX	76199- 0319
Multimedia Graphic Network, Inc.	2533 S. Highway 101	Suite 260		Cardiff By The Sea	CA	92007- 0000
NBC Universal CFS	Bank of America	Lock Box #402971		Atlanta	GA	30384- 0000
N-Comm Inc.	3450 Shiloh Road			Tyler	TX	75707- 0000
Neopost Inc.	P.O. Box 45800			San Francisco	CA	94145- 0000
Network USA LLC	P.O. Box 159			Carencro	LA	70520- 0000
New Day Marketing	923 Olive Street #4			Santa Barbara	CA	93101- 0000
Newark Inone	P.O. Box 94151			Palatine	IL	60094- 4151
Newman- Kees Measurement s	Francis E. Hertel	8611 State Road		Evansville	IN	47720- 0000
Newton & Associates	824 Greenbriar Parkway	Suite 200		Chesapeake	VA	23320- 0000
Noonday Coffee Service	Michael Jay Gibson	16670 Cr 1100		Flint	TX	75762- 0000
Norris Hardware Inc.	1910 Hwy 41 North			Henderson	KY	42420- 0000
Northern & Nye Printing	3115 Robinson Drive			Waco	TX	76706- 0000
Odessa American	P.O. Box 2952			Odessa	TX	79760- 0000

Office Depot Credit Plan	PO Box 9025			Des Moines	IA	50368
Office Depot, Inc.	PO Box 9025			Des Moines	IA	50368
Office Machines Inc.	P.O. Box 370736			El Paso	TX	79937- 0000
Office Team	File 73484	P.O. Box 60000		San Francisco	CA	94160- 3484
Officeware Financial Services	P. O. BOX 6434			Carol Stream	IL	60197- 6434
Omni Computer Solutions	P.O. Box 632551			Nacogdoch es	TX	75963- 0000
On Location Service	3602 S. Country Road #1309			Odessa	TX	79765- 9656
Oswald Communicatio ns, Inc.	4101 N. St. Joseph Ave			Evansville	IN	47720
Ozarka	P.O. Box 52214			Phoenix	AZ	85072- 0000
Paper Chase	2601 North Mesa			El Paso	TX	79902- 0000
Pasternack Enterprises, Inc.	P.O. Box 16759			Irvine	CA	92623- 0000
Pep Boys	P.O. Box 8500- 50445			Philadelphi a	PA	19178- 0000
Peter Storer & Associates Inc.	1361 W. Towne Square Rd.			Thiensville	WI	53092- 0000
Petroplex Office Supply, Inc	1601 N. Lee			Odessa	TX	79761- 0000
Pinnacle Media	601 Valencia Avenue, Ste 120			Brea	CA	92823- 0000
Piranha Mobile Shredding, Inc.	P.O. Box 6351			Evansville	IN	47719- 0000
Profile Communicatio ns Ltd	White Rock, BC	1196 Habgood St		Canada V4b 4w9		
Progressive Business	P.O. Box 3019			Malvern	PA	19355- 0000
Pro-Motions of East Texas	P.O. Box 150400			Longview	TX	75615- 0000

Protech Satellite Services	3016 Broadway Avenue			Evansville	IN	47712-0000
Public Utilities Board	P.O. Box 4710			Edinburg	TX	78540-0000
Publicdata.Com.AI Ltd.	P.O. Box 612665	DFW Airport		Dallas	TX	75261-0000
Purchase Power	P O Box 856042			Louisville	KY	40285-0000
Quill Corporation	P.O. Box 94081			Palatine	IL	60094-0000
Radiant Communications Corp.	P.O. Box 867			South Plainfield	NJ	07080-0000
Radio Shack Corporation	300 Radio Shack Circle	MS WF5-333 Credit Services	Attn: Cheyri King	Fort Worth	TX	76102-1964
Radtec Engineering, Inc.	2150 W. 6th Avenue	Suite F		Broomfield	CO	80020-0000
Ralph Haberman	Getty Advertising, Lic	10015 Wild Life Road		San Diego	CA	92131-0000
Ralph's Industrial Electronic	P.O. Drawer R			Lafayette	LA	70502-0000
Randy Thornton	2751 Deer Meadow Drive			Danville	CA	94506-0000
RCJ Tower Company	P.O. Box 63094			Pleasanton	TX	78064-0000
Regent Broadcasting	Dept. 0902			Denver	CO	80256-0001
Regent Communications, Inc.	PO BOX 643253			Cincinnati	OH	45264-3253
Rexel, Inc.	Box 73056			Baltimore	MD	21273-3056
Rio Grande Electric Cooperative, Inc.	PO Box 1509			Brackettville	TX	78832
Ron ~Grant	4702 4th St #148			Lubbock	TX	79416-0000
Rose City Computing Serv., Inc.	P. O. Box 120097			Tyler	TX	75712-0000
S&S Fire & Safety, Inc.	3223 Cameron St.			Lafayette	LA	70506-0000

Sam's Club	P. O. Box 530930			Atlanta	GA	30353- 0930
Samsdirect Media Corp.	808 E. Carlisle Road	Bldg. 2, First Floor		Westlake Village	CA	91361- 0000
Satellite Broadcasting, Inc.	1475 Engelman Road			Westcliffe	CO	81252- 0000
Sav-On Office Supplies	P.O. Box 671355			Dallas	TX	75267- 1355
SBAF	P.O. Box 620			Shreveport	LA	71162- 0000
SBC	P.O. Box 630047			Dallas	TX	75263- 0000
SBC Long Distance	P.O. Box 660688			Dallas	TX	75266- 0000
SBC Smart Yellow Pages	P.O. Box 630052			Dallas	TX	75263- 0052
Shreveport Wholesale Credit	Association, Inc.		P.O. BOX 371	Shreveport	LA	71162- 0000
Signal Reception Solutions, LLC	8685 Miralani Drive	Suite 300		San Diego	CA	92126- 0000
Signs by Design	4133 Merchant Drive			Newburgh	IN	47630- 0000
Simmons- Austin, LLC	1050 E. 11th Street	Ste 300		Austin	TX	78702- 0000
Sir Speedy	100 E. Vermillion Street	Suite 102		Lafayette	LA	70501- 0000
SLEMCO	P.O. Box 98055			Lafayette	LA	70509- 8055
S'N'D Publications	167 Oakdale Road			Johnson City	NY	13790- 0000
Sony Electronics, Inc.	22471 Network Place			Chicago	IL	60673- 0000
South Central Communicatio ns	PO Box 3848			Evansville	IN	47736
Southern Electronics Sup, Inc.	1909 Tulane Avenue			New Orleans	LA	70112- 0000

Southwest First Aid and Supply, Inc. (c/o Zee Medical)	PO Box 220229			El Paso	TN	79913
Southwestern Bell	AT&T Bankruptcy	PO Box 981268		West Sacramento	CA	95798
Southwestern Electric Power	P.O. Box 24422			Canton	OH	44701-0000
Sparkle & Shine of Tri-State	P.O. Box 3241			Evansville	IN	47731-0000
Specialized Comm., Inc.	20940 Twin Springs Drive			Smithsburg	MD	21783-0000
Speedy Spots, Inc.	12175 Jerusalem Rd.			Chelsea	MI	48118
Sprint	P.O. Box 219505			Kansas City	MO	64121-0000
Standard Coffee Service Co	640 Magazine Street			New Orleans	LA	70130
Stanton Street	303 Texas St.			El Paso	TX	79901-0000
Stephens Plumbing Inc.	P.O. Box 13044			Odessa	TX	79768-0000
Story-Wright Office Products	PO Box 1343			Lufkin	TX	75902-1343
Stratos	P.O. Box 31747			Hartford	CT	06150-0000
Suddenlink Media Services	3355 Lenox Road, 9th Floor			Atlanta	GA	30326
Suez Energy Resources	1990 Post Oak Blvd. #1900			Houston	TX	77056
Sunwave Air Conditioning	7250 N. Expressway			Olmito	TX	78575
Super Pit Crew	2650 WSW Loop 323			Tyler	TX	75701-0000
Suzanne Stainback	P.O. Box 777			Bullard	TX	75757-0000
Sweet Waters of Kentucky	P. O. Box 331			Owensboro	KY	42302-0331

T & G Chemical & Sup. Co., Inc.	3328 Franklin Ave.			Waco	TX	76710- 7322
TABBS Printing	PO Box 4369			Tyler	TX	75712- 4369
TEC Television Engineering Cor	101 Industrial Drive			Sullivan	MO	63080- 0000
Technocopy	105 Steen Drive			Lafayette	LA	70508- 0000
Tektronix	7416 Collection Center Drive			Chicago	IL	60693- 0000
Teletouch Communicatio ns Inc.	P.O. Box 1211			Tyler	TX	75710- 0000
Television Bureau	of Advertising, Inc.	3 East 54th St., 10th Floor		New York	NY	10022- 0000
Tellusmore, Inc.	1000 Main Street			Pittsburgh	PA	15215- 0000
Templet & Templet Welding, Inc.	P.O. Box 62600	Dept. 1301		New Orleans	LA	70162- 2600
Teraco, Inc.	2080 Commerce Dr.			Midland	TX	79703
Terminex International	P.O. Box 26862			El Paso	TX	79926- 0000
Texas Gas Service	P.O. Box 269042			Oklahoma City	OK	73126- 0000
The Cleaning Connection, Inc.	102 Doubloon			Lafayette	LA	70508- 0000
The Motor Shop	420 South 5th Street			Waco	TX	76706- 1102
The Radio Group	P.O. Box 7197			Shreveport	LA	71137- 0000
The Reynolds Company	P.O. Box 671344			Dallas	TX	75267- 0000
Thompson, Coe, Cousins & Iron	P.O. Box 251753			Little Rock	AR	72225- 0000
Time Warner Cable	P.O. Box 650356			Dallas	TX	75265- 0356

Time Warner Cable Media Sales	P.O. Box 849151			Dallas	TX	75284-9151
TMO	Transmountain Oil Co., Lc	P.O. Box 10093		El Paso	TX	79995-0093
Town West Ford, Inc.	P.O. Box 445			McGregor	TX	76657-0000
Transmountain Oil Company, L.C.	P. O. Box 221170			El Paso	TX	79913
Tricia Anderson	110A CR 37			Tyler	TX	75706-0000
Triveni Digital, Inc.	40 Washington Road			Princeton Junction	NJ	08550-0000
TXU Energy Retail Co.	PO Box 650393			Dallas	TX	75265-0393
Tyler Area Chamber of Commerce	P.O. Box 390	315 North Broadway		Tyler	TX	75710-0000
Tyler Morning Telegraph	P.O. Box 2030			Tyler	TX	75710-2030
Unifirst	6920 Commerce Ave			El Paso	TX	79915-0000
Union Electric Distributors	311 E. Coming Road			Beecher	IL	60401-0000
Unishippers	15715 Tuckerton Road	Dept WA		Houston	TX	77095-5117
United Parcel Service	Lockbox 577			Carol Stream	IL	60132-0000
United Productions	1933 Dearborn Drive			Mc Keesport	PA	15131-0000
Universal Plumbing Company	2705 Linwood Avenue			Shreveport	LA	71103
USA Image Technologies, Inc.	2109 Watterson Trail			Louisville	KY	40299-0000
USA Online, Inc.	3945 Doniphan Park Circle, #E			El Paso	TX	79922-0000
Valero	P.O. Box 300			Amarillo	TX	79105-0000
Valor Telecom	P.O. Box 660766			Dallas	TX	75266-0000

Vectren Energy Delivery	PO Box 209			Evansville	IN	47702
Verizon	P.O. Box 920041			Dallas	TX	75392-0000
Verizon Online	P.O. BOX 12045			Trenton	NJ	08650-0000
Verizon Southwest Inc.	404 Brock Drive			Bloomington	IL	61701
Viamedia	220 Lexington Green Circle	Suite 300		Lexington	KY	40503-0000
Videomagnetics, Inc.	3970 Clearview Frontage Road			Colorado Springs	CO	80911-0000
Vuetech	P.O. Box 2617			Grass Valley	CA	95945-0000
VVM, Inc.	P.O. Box 1391			Temple	TX	76503-0000
W.W. Grainger, Inc.	Dept 436-854015609			Palatine	IL	60038-0001
Wagner Equipment	4000 Osuna Road NE			Albuquerque	NM	87109-4423
Waller Broadcasting, LLC	P.O. Box 1648			Jacksonville	TX	75766-0000
Water Specialists, Inc.	P.O. Box 337			Temple	TX	76503-0000
WDGL-FM	P.O. Box 2231			Baton Rouge	LA	70821-2231
Webcomm, Inc.	P.O. Box 359			Cecilia	LA	70521-0000
Welders Equipment, Inc.	1201 West Park Ave			Eunice	LA	70535-0000
Westlake Electronics Supply	P.O. Box 9546			Seattle	WA	98109-0000
Whitney National Bank	P.O. 61260			New Orleans	LA	70161
Williams Morris Agency, Inc.	Attn: Pat Polite	1325 Ave Of The Americas		New York	NY	10019-0000
Wiltronics Supply, Inc.	503 E. Oakwood			Tyler	TX	75702-5894

Worldwide Media &	Communicatio ns Group, Llc	1104 S. Mays St., Suite 116		Round Rock	TX	78664- 0000
WTGE-FM	P.O. Box 2231			Baton Rouge	LA	70821- 2231
WYPY-FM	P.O. Box 2231			New Orleans	LA	70121- 2231

**SCHEDULE 5.1(a)**

**REJECTED PROGRAMMING CONTRACTS  
AND TOWER LEASES**

**[SEE PLAN SUPPLEMENT]**

**SCHEDULE 5.1(b)**

**ASSUMED OTHER CONTRACTS AND LEASES**

**[SEE PLAN SUPPLEMENT]**