

## **AGREEMENT FOR THE SALE OF COMMERCIAL TIME**

This Agreement for the Sale of Commercial Time ("Agreement") is entered into as of February 4, 1999 by and between VHR Broadcasting of Springfield, Inc., a Delaware corporation ("VHR"), the licensee of television station KOLR, Springfield, Missouri ("the Station") and Quorum Broadcasting of Missouri, Inc., a Delaware corporation ("Quorum"). Quorum and VHR are referred to collectively as the "Parties."

**WHEREAS**, VHR owns and operates the Station pursuant to licenses issued by the Federal Communications Commission ("FCC") and is engaged in the business of television broadcasting and has available advertising time on the Station;

**WHEREAS**, Quorum desires to purchase advertising time on the Station.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Term of Agreement.** The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is ten (10) years. Unless otherwise terminated by either Party, the term of this Agreement shall be extended for an additional ten (10) year term. Either Party may terminate this Agreement at the end of the initial ten year term by six months prior written notice to the other. Notwithstanding the foregoing, the Agreement will terminate (i) upon the consummation of the purchase and sale of assets of VHR relating to KOLR by Quorum, or an assignee of Quorum, under the terms of a certain Option Agreement (the "Option Agreement") entered into by VHR and an affiliate of Quorum (the "Optionee"), or (ii) at Quorum's option, if the assets of VHR relating to KOLR are sold to a party other than Optionee or its assignee.
2. **Advertising time.** VHR agrees that during the term of this Agreement, it will sell to Quorum, and will permit Quorum to resell to advertisers, all of the time available for commercial announcements on the Station. All advertising announcements furnished by Quorum shall comply with applicable federal, state, and local regulations and pertinent governmental policies, including, but not limited to, lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, and political broadcasting rules. Quorum shall notify VHR in advance of the broadcast of any material which promotes or opposes any candidate for public office or any issue to appear on a ballot or takes a position on a controversial issue of public importance. No material constituting a Personal Attack within the meaning of the FCC's rules and regulations or which is defamatory, violates any right of privacy, infringes on any intellectual property right of another party, or is not in the English language will be accepted for broadcast. Quorum shall furnish VHR with all material required to be made available for public inspection regarding requests for time by political candidates or the broadcast of controversial issue advertising, including information regarding receipt of any request by or on behalf of a candidate for time and the disposition thereof (whether or not time was furnished and, if so, the terms and conditions thereof), and the

names of officers and directors of any sponsor of controversial issue advertising. All material furnished by Quorum for broadcast on the Station shall include any and all sponsorship identification announcements as required by Section 317 of the Communications Act of 1934, as amended, and the FCC's rules and regulations, and Quorum shall undertake in good faith to determine each instance where such announcements are required. To assist Quorum in its advertising time sales efforts, VHR shall, during the term of this Agreement, maintain the same television network affiliation that is in effect on this date, unless ninety (90) days advance written notice of an affiliation change is given to Quorum.

3. Payments. During the term of this Agreement, Quorum shall pay VHR the payments set forth on Schedule A hereto.

4. Revenues. Quorum shall collect on behalf of VHR all of VHR's accounts receivable pertaining to KOLR in existence as of the first day of the term of this Agreement (the "Accounts Receivable"). Quorum shall be entitled to all revenues attributable to commercial advertisements sold by Quorum, and all other advertising time revenue received, in each case with respect to commercial advertisements broadcast during the term hereof. Notwithstanding anything herein to the contrary, at the request of an advertiser, VHR may set a reasonable rate for time on the Station and sell time in accordance with such rates for the account of Quorum for broadcast during the term of this Agreement.

5. VHR's Broadcast Obligations. During the term of this Agreement, Quorum shall assume, and undertake the administration and servicing of all of VHR's contracts and other agreements which provide for the sale and broadcast of advertising and related activities during the term of this Agreement. All revenues arising from such contracts and agreements for advertising broadcast during the term of this Agreement shall belong to Quorum, even though the time was sold by VHR; and all commissions to employees, agencies, or representatives payable on account of advertising broadcast during the term of the Agreement shall be paid by Quorum. VHR shall remain obligated to pay all fees, commissions or other amounts due under VHR's contracts and other agreements, including but not limited to, national sales representative fees, that arise prior to the first day of the term of this Agreement.

6. Personnel. Quorum shall employ and be responsible for the salaries, benefits, employer taxes, and related costs of employment of a sales staff for the sale of the advertising time and for the collection of accounts receivable with respect to advertising sold by Quorum pursuant to this Agreement. VHR shall retain sufficient staff to oversee those aspects of its business and financial matters not specifically delegated to Quorum hereunder.

7. Interruption of Normal Operations. If the Station suffers loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability to operate full time at maximum authorized facilities, VHR shall immediately notify Quorum and shall undertake such repairs as are necessary to restore the full-time operation of the Station. If the Station does not resume operation with at least 80% of its authorized signal coverage within one hundred twenty (120) hours, VHR shall so notify Quorum. Upon receipt of such notification, Quorum may, at its option, terminate this Agreement. In such event, Quorum shall

be entitled to a *pro rata* refund of the payments made pursuant to Section 3 hereof.

8. Operation of the Station. During the term of this Agreement, VHR shall continue to maintain full control over the operations of the Station, including programming, editorial policies, employees of VHR, and VHR-controlled facilities. VHR is responsible for the Station's compliance with the Communications Act of 1934, as amended, FCC rules, regulations, and policies, and all other applicable laws. VHR shall be solely responsible for and pay in a timely manner all expenses relating to the operation of the Station other than for the sale of advertising time, including but not limited to, maintenance of the studios and transmitting facilities and all taxes and other costs incident thereto; payments due under any leases, contracts and agreements; music performance license fees; and all utility costs relating to the operation of the Station. VHR shall also maintain insurance covering the Station's transmission facilities. VHR may, in its sole discretion, decline to accept advertising sold by Quorum, in the event that it reasonably believes that the broadcast of such advertising would violate applicable laws or regulations, would damage VHR's reputation in the community, or would otherwise be contrary to the public interest, or preempt any of the commercial time sold by Quorum in order to present program material of pressing public interest or concern. VHR shall promptly notify Quorum of any such rejection or rescheduling of advertising and shall cooperate with Quorum in efforts to fulfill Quorum's commitments to advertisers. In the event Quorum sustains any liability or loss of revenue as a result of the rejection or rescheduling by VHR of any advertising for any reason other than as set forth above, VHR shall promptly indemnify Quorum for any and all such losses. Quorum shall not enter into any contract, without VHR's approval, that would be violated if VHR reasonably exercised its foregoing rights.

9. Advertising Rates. The rates for advertising sold by Quorum shall be set by Quorum, provided, however, that Quorum shall comply with all applicable statutes and regulations regarding access to airtime and rates charged for political advertising.

10. Delivery of Material for Broadcast. All advertising material furnished by Quorum for broadcast on the Station shall be delivered to the Station on tape cartridges, or other mutually agreeable method, in a format to be agreed upon by Quorum and VHR, in a form ready for broadcast on the Station's existing playback equipment, and with quality suitable for television broadcast. VHR shall not be required to provide production services or to copy, reformat, or otherwise manipulate material furnished by Quorum other than inserting tape cartridges into machinery for broadcast.

11. Access to Station Premises. Quorum shall have access to any available space at the studio and offices of the Station for purposes of selling time and producing commercial announcements to the extent reasonably necessary or appropriate for Quorum to exercise its rights and perform its obligations under this Agreement. When on the Station premises, Quorum's personnel shall be subject to the direction and control of VHR's management personnel and shall not act contrary to the terms of any lease for the premises. If Quorum utilizes telephone lines other than those of VHR in connection with its sale of time on the Station, it shall not answer those lines in a way that implies that the lines are those of VHR; but Quorum may use the Station's call letters in promotional literature and in answering the telephone (e.g., "KOLR Sales").

12. Billing. Quorum shall keep written records relating to the sale of commercial advertising consistent with Quorum's past practices at its existing station.

13. Representations, Warranties and Covenants.

(a) VHR represents, warrants and covenants as follows:

(i) VHR holds all licenses, permits and authorizations necessary for the operation of the Station as presently conducted. Such licenses, permits and authorizations currently are in full force and effect, and VHR will undertake in good faith to keep them in full force and effect throughout the term of this Agreement.

(ii) There is not now pending, nor to VHR's best knowledge is there threatened, any action by the FCC or any other party to revoke, cancel, suspend, refuse to renew or otherwise modify any of such licenses, permits or authorizations.

(iii) VHR is not in material violation of any statute, ordinance, rule, regulation, policy, order, or decree of any federal, state, or local entity, court, or authority having jurisdiction over it, the Station, or over any part of their operations or assets, which default or violation would have a materially adverse effect upon VHR, its assets, the Station, or upon VHR's ability to perform this Agreement.

(iv) During the term of this Agreement, VHR shall not take any action or omit to take any action which would put it in material violation of or in default under any agreement to which VHR or its owners is a party, which default or violation would have a material adverse impact upon VHR, its assets, or the Station or upon VHR's ability to perform this Agreement.

(v) All reports and applications required to be filed with the FCC or any other governmental body have been, and during the term of this Agreement will be filed in a timely and complete manner by VHR. VHR currently maintains and will continue to maintain the Station's facilities in accord with good engineering practice and in compliance in all material respects with the engineering requirements set forth in the Station's FCC licenses, including broadcasting at substantially maximum authorized power (except at such time that reduction of power is required for routine or emergency maintenance).

(vi) VHR currently has, and throughout the term of this Agreement, will maintain, good and marketable title to all assets and properties used in the operation of the Station.

(vii) VHR may, during the term of this Agreement, dispose of any of its assets or properties, so long as: (1) such action does not adversely affect VHR's ability to perform its obligations hereunder; and (2) such action does not abrogate any of Quorum's rights hereunder.

(b) Quorum represents, warrants and covenants as follows:

(i) Quorum will not, by any act or omission, subject VHR to any complaint, investigation, suit, finding, consent decree or judgment or admission of liability under

any law or regulation, including, without limitation, those governing (1) antitrust, unfair competition or unfair trade practices, (2) labor relations, (3) employment discrimination, (4) infringement of trademarks, trade names, copyright, program titles or proprietary rights resulting from or relating to advertising or other material furnished by Quorum for broadcast on KOLR, (5) violation of rights of privacy, or (6) libel, slander, defamation, or other First Amendment rights;

(ii) Quorum will not, by any action or omission, directly or indirectly cause any inaccuracy in written or oral reports, data, financial materials, or information provided by it; and

(iii) Quorum will not, by any action or omission, directly or indirectly cause VHR to be in violation of (A) the rules and regulations of the FCC or the Communications Act of 1934, as amended, including any violation of applicable statutes or regulations regarding access to airtime and rates charged for political advertising, or (B) any terms of VHR's or a VHR affiliate's agreements with its lenders.

(c) Quorum and VHR each represent and warrant to the other that it has the power and authority to enter into this Agreement and to engage in the transactions contemplated by this Agreement. Each of VHR and Quorum is a corporation which is in good standing in the state of its formation and qualified to do business in the State of Missouri. The signatures appearing for Quorum and VHR, respectively, at the end of this Agreement have been affixed pursuant to such specific authority as, under applicable law, is required to bind them. Neither the execution, delivery, nor performance by VHR or Quorum of this Agreement conflicts with, results in a breach of, or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which VHR or Quorum, respectively, is a party or by which it is bound.

14. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under the Agreement:

(a) Non-Payment. Quorum's failure to remit to VHR any payment described in Section 3 above in a timely manner.

(b) Default in covenants. The default by either party hereto in the material observance or performance of any material covenant, condition, or agreement contained herein, or if any material representation, warranty or covenant herein made by either party to the other shall prove to have been false or misleading as of the time made; provided, however, that no such event with respect to any representation, warranty or covenant of Quorum contained in Section 13(b) shall constitute an Event of Default by Quorum so long as Quorum complies with its obligations under Section 19.

15. Cure Period and Termination upon Default. An Event of Default shall not be deemed to have occurred until ten (10) business days after the nondefaulting party has provided the defaulting party with written notice specifying the event or events which if not cured would constitute an Event of Default and specifying the actions necessary to cure within such ten day period. The notice period provided in this Section shall not preclude VHR from at any time

preempting or refusing to broadcast any advertising furnished by Quorum. If Quorum has defaulted in the performance of its obligations and has failed to cure such default within the applicable time period, VHR shall be under no further obligation to make commercial time available to Quorum, and all amounts then due and payable to VHR shall immediately be paid to VHR.

16. Other Agreements. VHR will not enter into any other commercial time sales (except as permitted by Section 4 hereof), time brokerage, local marketing or similar agreement for the Station with any third party during the term of this Agreement. VHR will also not purchase or accept for broadcast on the Station any programming that includes commercial advertising sold by any third party without Quorum's consent, excluding national advertising time sold in network programming and nationally syndicated barter programming aired on the Station.

17. Liabilities after Termination. After the expiration or termination of this Agreement for any reason other than an assignment of the Station's assets to Quorum or any assignee of Quorum, (i) VHR shall be responsible for broadcasting such advertising on the Station as may be required under advertising contracts entered into by Quorum during the term of this Agreement, (ii) VHR shall be entitled to any revenues for advertising broadcast after termination of this Agreement, and (iii) all amounts then due and payable to VHR shall immediately be paid to VHR.

18. Services and Facilities Unique. The parties hereto agree that the services and facilities to be provided by each party to the other under the Agreement are unique, and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of the Agreement by the other party. Accordingly, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements, and obligations hereunder, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of the Agreement.

19. Indemnification; Insurance. Without limiting any other provisions concerning indemnification contained in this Agreement, the Parties agree as follows:

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

to a VHR Indemnitee's licenses issued by the Federal Communications Commission ("FCC"), arising out of or based upon or resulting from or in connection with or as a result of:

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

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

(iii) the assertion against a VHR Indemnitee or VHR's or the Station's Assets of any liability or obligation of Quorum (whether absolute, accrued, contingent or otherwise and whether a contractual, tort or any other type of liability, obligation or claim) not expressly assumed by VHR pursuant to this Agreement;

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

(v) notwithstanding any of VHR's preemption rights set forth in Section 8 of this Agreement, any act or omission by Quorum that subjects a VHR Indemnitee to any complaint, investigation, suit, finding, consent decree or judgment or admission of liability under any law or regulation, including, without limitation, those governing (1) antitrust, unfair competition or unfair trade practices, (2) labor relations, (3) employment discrimination, (4) infringement of trademark, trade names, copyright, program titles or proprietary rights resulting from or relating to advertising or other material furnished by Quorum for broadcast on KOLR, (5) violation of rights of privacy, or (6) libel, slander, defamation, or other First Amendment rights; or

(vi) any action or omission by Quorum that directly or indirectly causes a VHR Indemnitee to be in violation of the rules and regulations of the FCC or the Communications Act of 1934, as amended, including any violation of applicable statutes or regulations regarding access to airtime and rates charged for political advertising.

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

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

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

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

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

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

(d) Insurance. Each Party will maintain the following types of insurance coverage for no less than the indicated amounts and will deliver to the other Party upon request a certificate of insurance showing the following: (1) comprehensive general liability insurance in the amount of \$1,000,000; (2) worker's compensation and/or disability insurance; and (3) libel/defamation/First Amendment liability insurance in the amount of \$1,000,000, with a deductible of no more than \$100,000, as to which coverage each Party shall name the other Party as an additionally insured.

20. No Partnership or Joint Venture. The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the parties. Except as otherwise specifically provided in the Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party.

21. Successors and Assigns. VHR may not assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of Quorum. Quorum may assign any of its rights and obligations hereunder without the consent of VHR. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

22. Authority; Construction; Entire Agreement. Both VHR and Quorum represent that they are legally qualified and able to enter into this Agreement, which shall be construed in accordance with the laws of the State of Missouri without regard to principles of conflict of laws. This Agreement, the Shared Services Agreement, and the Option Agreement embody the entire agreement between the parties with respect to the subject matter hereof and thereof, and there are not other agreements, representations, or understandings, oral or written, between them with respect thereto.

23. Modification and Waiver. No modification or waiver of any provision of the Agreement shall be effective unless in writing and signed by the party against whom such modification or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion nor to restrict the exercise of any other right, power, or privilege upon the same or any other occasion. The rights, powers, privileges, and remedies of the parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

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

modified Agreement, then either party may terminate this Agreement upon written notice to the other, and each Party shall be relieved of any further obligations, one to the other.

25. Notices. Any notice required hereunder shall be in writing and any payment, notice, or other communication shall be deemed given when delivered personally or, in the case of communications other than payments, delivered by facsimile as follows:

To VHR:

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

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

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

and

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

To Quorum:

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

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

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

and

Richard Bodorff

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

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

27. Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

28. Schedules. Any schedules attached hereto are an integral part of this Agreement with the same force and effect as if set forth in full in the text of the Agreement.

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

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE TO**

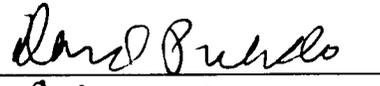
**AGREEMENT FOR THE SALE OF COMMERCIAL TIME**

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

**VHR BROADCASTING OF SPRINGFIELD, INC.**

By:   
Name:  
Title:

**QUORUM BROADCASTING OF MISSOURI, INC.**

By:   
Name: DAVID PULIDO  
Title: Exec. VP.

## **SCHEDULE A**

Quorum will pay to VHR, on a monthly basis, an amount to be mutually agreed upon by the Parties within fifteen (15) days after execution of this Agreement. This monthly payment to VHR shall be subject to an equitable adjustment reasonably acceptable to both parties to assure that the amount of any such monthly payment shall be equal to VHR's Expenses (as defined below) for such month (the "Equitable Adjustment"). Except for the Equitable Adjustment, if any, which shall be paid by the first of the following month, all payments hereunder shall be payable in advance on or before the first calendar day of such month. For purposes of this Section, the term "Expenses" shall include reasonable and prudent operating costs associated with KOLR as may be incurred by VHR in the ordinary course of business consistent with past practice or as may be required to be paid by VHR under FCC rules and policies.

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

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

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

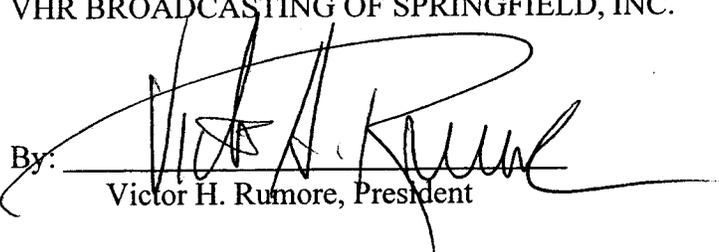
WHEREAS, certain provisions of the Agreement are not compatible with the planned license assignment;

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

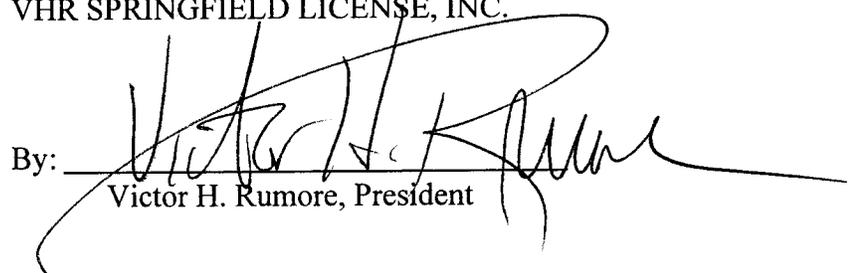
1. VHR License is hereby made a party to the Agreement.
2. Throughout the Agreement the term "VHR" shall include VHR License.
3. As so amended, all sections and provisions of the Agreement are hereby ratified in full.

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

VHR BROADCASTING OF SPRINGFIELD, INC.

By:   
Victor H. Rumore, President

VHR SPRINGFIELD LICENSE, INC.

By:   
Victor H. Rumore, President

QUORUM BROADCASTING OF MISSOURI, INC.

By:   
David Pulido, Executive Vice President