

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **1994-02-02**
SEC Accession No. **0000914185-94-000005**

([HTML Version](#) on secdatabase.com)

SUBJECT COMPANY

GREAT AMERICAN COMMUNICATIONS CO

CIK: **317833** | IRS No.: **592054850** | State of Incorporation: **FL** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: **005-20298** | Film No.: **94504242**
SIC: **4833** Television broadcasting stations

Business Address
*ONE EAST FOURTH STREET
CINCINNATI OH 45202
5135792177*

FILED BY

LION ADVISORS L P

CIK: **909087** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D**

Business Address
*C/O LION ADVISORS LP
1999 AVENUE OF THE STARS
SUITE 1990
LOS ANGELES CA 90017
310-201-4122*

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. ___)*

Great American Communications Company

(Name of Issuer)

Class A Common Stock

(Title of Class of Securities)

389912 10 6

(CUSIP Number)

John F. Hartigan, Esq. Morgan, Lewis & Bockius
801 South Grand Avenue, Los Angeles, CA 90017
(213) 612-2500

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

December 28, 1993

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box / /.

Check the following box if a fee is being paid with the statement /X/. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 389912 10 6

1 NAME OF REPORTING PERSON

S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Lion Advisors, L.P.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) / /
(b) /X/

3 SEC USE ONLY

4 SOURCE OF FUNDS*
OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or (e) / /

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7 SOLE VOTING POWER
NUMBER OF 1,163,524 shares of Class A Common Stock
SHARES (issuable upon conversion of Class B Common
BENEFICIALLY Stock)
OWNED BY

8 SHARED VOTING POWER
EACH REPORTING PERSON

9 SOLE DISPOSITIVE POWER
WITH 1,163,524 shares of Class A Common Stock (issuable
upon conversion of Class B Common Stock)

10 SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING
PERSON

1,163,524 shares of Class A Common Stock (issuable upon

conversion of Class B Common Stock)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES* /X/

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
10.1%

14 TYPE OF REPORTING PERSON*
PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

STATEMENT PURSUANT TO RULE 13d-1

OF THE

GENERAL RULES AND REGULATIONS

UNDER THE

SECURITIES EXCHANGE ACT OR 1934, AS AMENDED

Item 1. Security and Issuer.

This Statement on Schedule 13D relates to Class A Common Stock, par value \$.01 per share (together with the Company's Class B Common Stock (described in Item 3 below, the "Common Stock"), of Great American Communications Company, a Florida corporation (the "Company" or "GACC"). The principal executive offices of GACC are located at One East Fourth Street, Cincinnati, Ohio 45202.

Item 2. Identity and Background.

This Statement is filed by Lion Advisors, L.P., a Delaware limited partnership ("Lion Advisors"), which is referred to herein as the "Reporting Person."

Lion Advisors, a limited partnership organized under the laws of the State of Delaware, is principally engaged in the business of serving as advisor to and representative for its clients, including Artemis America L.L.C. ("Artemis"). The address of Lion Advisors' principal business and its principal office is 1301 Avenue of the Americas, New York, New York 10019.

Pursuant to an investment management agreement by and between Artemis and Lion Advisors (the "Investment Agreement"), Artemis has appointed Lion Advisors as its exclusive investment manager with respect to an investment account, and Lion Advisors has the sole power to vote and dispose of any securities held in such account.

The general partner of Lion Advisors is Lion Capital Management, Inc. ("Capital Management"), a Delaware corporation, which is principally engaged in the business of serving as general partner of Lion Advisors. The address of the principal business and principal office of Capital Management is c/o Lion Advisors, L.P., 1301 Avenue of the Americas, New York, New York 10019.

Attached as Appendix A to Item 2 is information concerning the principals, executive officers, directors and principal shareholders of the Reporting Person and other entities as to which such information is required to be disclosed in response to Item 2 and General Instruction C to Schedule 13D.

Neither the Reporting Person, Capital Management nor any of the persons or entities referred to in Appendix A to Item 2 has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

In connection with the consummation on December 28, 1993 of the comprehensive restructuring under a joint prepackaged plan of reorganization (the "Reorganization") described in the Disclosure Statement and Proxy Prospectus, dated September 27, 1993, as amended and supplemented, of the Company and two of its holding company subsidiaries (the "Disclosure Statement"), the Reporting Person, on behalf of its client, Artemis, exchanged approximately \$41,092,000 in aggregate principal amount of 9 1/2% Senior Secured Notes due 2000 issued by GACC Holding Company, a Delaware corporation and subsidiary of the Company, and acquired beneficial ownership of 1,163,524 shares of Class B Common Stock of the Company, and \$19,780,000 in aggregate principal amount of the Company's 14% Senior Extendable PIK Notes Due 2001 (the "New 14% Notes").

Shares of Class B Common Stock are entitled to one vote

for each five shares of such Class B Common Stock, and are convertible on a one-for-one basis into Class A Common Stock, unless the Company reasonably determines that such conversion and subsequent ownership of Class A Common Stock would violate the federal Communications Act of 1934, as amended, or the rules, regulations and policies of the Federal Communications Commission (the "FCC") promulgated thereunder. Because of certain rules, regulations and policies of the FCC and due to other circumstances affecting the Reporting Person, it is not unlikely that the Reporting Person will convert its shares of Class B Common Stock into Class A Common Stock.

The foregoing response to this Item 3 is qualified in its entirety by reference to the Disclosure Statement, the full text of which is filed as Exhibit 1 hereto and incorporated herein by this reference.

Item 4. Purpose of Transaction.

The Reporting Person acquired beneficial ownership of the shares of Common Stock described in Item 3 to which this Statement on Schedule 13D relates as a result of the Reorganization described in the Disclosure Statement. Such shares of Common Stock were acquired in the ordinary course of business for investment purposes and not with the purpose of changing or influencing control of the issuer.

The Reporting Person may change any of its current intentions, acquire additional shares of Common Stock or other securities of GACC or sell or otherwise dispose of all or any part of the Common Stock or other securities beneficially owned by the Reporting Persons, or take any other action with respect to GACC or any of its debt or equity securities in any manner permitted by law. Except as disclosed in this Item 4, the Reporting Person has no current plans or proposals which relate to or would result in any of the events described in Items (a) through (j) of the instructions to Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

The Reporting Person acquired beneficial ownership of the shares of Common Stock described in Item 3 to which this Statement on Schedule 13D relates as a result of the consummation of the transactions contemplated by the Disclosure Statement.

(a) Lion Advisors indirectly beneficially owns 1,163,524 shares of Class A Common Stock (issuable upon conversion of Class B Common Stock) or 10.1% of the Class A Common Stock outstanding (calculated in accordance with Rule 13d-

3(d)(1)(i) of the Securities Exchange Act of 1934, as amended. Beneficial ownership of such shares was acquired as described in Item 3. As a result of the Letter Agreement (as hereinafter defined) described in Item 6, the Reporting Person, American Financial Corporation ("AFC") and Kemper Financial Services, Inc. ("Kemper"), the other parties to the Letter Agreement, may be deemed to constitute a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended and may be deemed to have shared voting power over of all of the shares of Common Stock owned, in the aggregate, by the Reporting Person, AFC and Kemper. Pursuant to Rule 13d-4, the filing of this Statement shall not be construed as an admission that the Reporting Person or any other person named in Item 2 hereto is, for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934 (or pursuant to Rule 16a-1(a)(1) thereunder), the beneficial owner of any shares of Common Stock held by AFC or Kemper. (Reference is made to such statements on Schedule 13D as have been or may be filed with the Securities and Exchange Commission by AFC and Kemper for information regarding the such parties and their respective ownership of shares of Common Stock.) The Reporting Person disclaims beneficial ownership of any shares of Common Stock held by AFC or Kemper.

(b) The number of shares of Common Stock as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or direct the disposition, or shared power to dispose or direct the disposition for the Reporting Person is set forth in the cover pages and such information is incorporated herein by this reference.

(c) Except as disclosed in Item 3 herein, there have been no reportable transactions with respect to the Common Stock within the last 60 days by the Reporting Person.

(d) Subject to the terms of the Investment Agreement, the Reporting Person has the sole right to receive dividends from, or the proceeds from the sale of, the securities reported hereon.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships
With Respect to the Securities of the Issuer.

The responses to Item 3, Item 4 and Item 5 are incorporated herein by this reference.

Pursuant to a letter agreement among, inter alia, the

Reporting Person, AFC and Kemper (the "Letter Agreement"), the Reporting Person has certain "tag-along" rights in the event that AFC proposes to transfer or sell more than 2% of the issued and outstanding Common Stock of the Company (or, after six months, AFC proposes to transfer or sell more than 1% of the issued and outstanding Common Stock of the Company in any three-month period) to an entity not affiliated with AFC. AFC must give at least 20 days' written notice of such proposed transaction to the Reporting Person. Upon receipt of such notice, the Reporting Person, has the right, which must be exercised within 10 days of receipt of such notice, to participate in any such transaction, subject to certain restrictions set forth in the Letter Agreement.

In addition, in the event that an Acquisition Offer (as defined in the Letter Agreement) is made, and certain other conditions set forth in the Letter Agreement are met, AFC is required to cause the shares of Common Stock beneficially owned by it to be voted in favor of, or tendered for sale pursuant to, an Acquisition Offer.

The foregoing response to this Item 6 is qualified in its entirety by reference to the Letter Agreement, the full text of which is filed as Exhibit 2 hereto and incorporated herein by this reference.

Item 7. Material to be Filed as Exhibits.

- (1) Disclosure Statement.*
- (1) Letter Agreement.

* Incorporated by reference to the Disclosure Statement and Proxy Prospectus, dated September 27, 1993, as amended and supplemented, filed with the Securities and Exchange Commission.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 31, 1994

LION ADVISORS, L.P.

By: Lion Capital Management, Inc.,
General Partner

By: /s/ Michael D. Weiner
Name: Michael D. Weiner
Title: Vice President, Lion Capital
Management,

Inc.

APPENDIX A TO ITEM 2

The following sets forth information with respect to the general partners, executive officers, directors and principal shareholders of Lion Advisors and Lion Capital Management, Inc., a Delaware corporation which is the sole general partner of Lion Advisors ("Capital Management").

The principal occupation of each of Arthur Bilger, Leon Black, Craig Cogut and John Hannan, each of whom is a United States citizen, is to act as an executive officer and director of Apollo Capital Management, Inc. ("Apollo Capital"), a Delaware corporation which is the managing general partner of Apollo Advisors, L.P. ("Advisors"), a Delaware limited partnership, and of Capital Management, and each is a limited partner of Advisors and Lion Advisors. The principal business of Advisors and of Lion Advisors is to provide advice regarding investments in securities.

Mr. Bilger is a Vice President and a director of Apollo Capital and Capital Management. Mr. Bilger's business address is 1999 Avenue of the Stars, Los Angeles, California 90067.

Mr. Black is the President and a director of Apollo Capital and the President and a director of Capital Management. Mr. Black's business address is Two Manhattanville Road, Purchase, New York 10577.

Mr. Cogut is a Vice President and a director of Apollo Capital and the Secretary and a Vice President and director of Capital Management. Mr. Cogut's business address is Two Manhattanville Road, Purchase, New York 10577.

Mr. Hannan is a Vice President and director of Apollo Capital and a Vice President and director of Capital Management. Mr. Hannan's business address is Two Manhattanville Road, Purchase, New York 10577.

Peter Henry Larder, Michael Francis Benedict Gillooly,

Ian Thomas Patrick and Martin William Laidlaw, each of whom is a British citizen, each serves as a director of Apollo Fund Administration Limited ("Administration") which is the administrative general partner of Advisors. Each of the above four individuals is principally employed by CIBC Bank and Trust Company (Cayman) Limited ("CIBC") in the following positions: Mr. Larder, Managing Director; Mr. Gillooly, Deputy Managing Director; Mr. Patrick, Manager-Accounting Services; and Mr. Laidlaw, Senior Fund Accountant. CIBC is a Cayman Islands corporation which is principally engaged in the provision of trust, banking and corporate administration services, the principal address of which is Edward Street, Grand Cayman, Cayman Islands, British West Indies. It provides accounting, administrative and other services to Administration pursuant to a contract. Messrs. Bilger, Black, Cogut and Hannan are the beneficial owners of the stock of Administration.

EXHIBIT 2

December 21, 1993

American Financial Corporation
One East Fourth Street
Cincinnati, Ohio 45202

Apollo Advisors, L.P.
1999 Avenue of the Stars
Suite 1900
Los Angeles, California 90067

Lion Advisors, L.P.
1999 Avenue of the Stars
Suite 1900
Los Angeles, California 90067

Kemper Financial Services, Inc.
120 South LaSalle Street
18th Floor
Chicago, Illinois 60603

Gentlemen:

This letter agreement will confirm our mutual understanding and agreement regarding certain matters relating to the shares of Class A Common Stock, par value \$.01 per share (the "Class A Common Stock"), of Great American Communications Company, as reorganized (the "Company"), to be issued to (i) American Financial Corporation ("AFC") and certain of its wholly owned subsidiaries (collectively, the "AFC Interests") and (ii) Kemper Financial Services, Inc. ("Kemper") on behalf of and as investment advisor to those beneficial holders identified on the signature page hereto (collectively, the "Kemper Interests"), and the shares of Class B Common Stock, par value \$.01 per share of the Company (the "Class B Common Stock"; and together with the Class A Common Stock, the "Common Stock"), to be issued to AIF II, L.P. ("AIF") and Artemis Finance SNC ("Artemis"), or to their respective successors and assigns permitted by this letter agreement (collectively, the "Apollo Interests"), pursuant to a joint plan of reorganization of Great American Communications Company and certain of its subsidiaries, as confirmed by the United States Bankruptcy Court for the Southern District of Ohio, Western Division (the "Plan"). This letter shall become effective on the effective date of the Plan (the "Effective

Date").

1. Voting of Common Stock. (a) The Apollo Interests will (i) cause their shares of Common Stock to be represented, in person or by proxy, at each properly noticed regular or special meeting of stockholders of the Company, and (ii) vote all of the shares of Common Stock beneficially owned by them in favor of the election of the nominees for election as directors made by or at the direction of the Board of Directors of the Company.

(b) The AFC Interests will (i) cause their shares of Common Stock to be represented, in person, or by proxy, at each properly noticed regular or special meeting of stockholders of the Company, and (ii) vote all of the shares of Common Stock beneficially owned by the AFC Interests in favor of the election of the nominees for election as directors made by or at the direction of the Board of Directors of the Company.

2. Tag-Along Rights. (a) If the AFC Interests have a bona fide intention to sell or otherwise dispose of shares of Common Stock to a person or entity or any group of persons or entities acting in concert (other than to any Affiliate of any of the AFC Interests) (a "Proposed Sale") pursuant to a bona fide offer or through a series of related bona fide offers (an "Offer") by such person, entity or group (the "Purchaser"), the Apollo Interests and the Kemper Interests shall have the right to require, as a condition to such Proposed Sale, that the Purchaser purchase from the Apollo Interests and the Kemper Interests at the same price per share of Common Stock and on the same terms and conditions as proposed in such Proposed Sale that number of shares of Common Stock beneficially owned by the Apollo Interests and the Kemper Interests, respectively, and designated by them to be included in such Proposed Sale, subject to a maximum of such number of shares as shall result in (i) the ratio of the number of shares sold by each of the Apollo Interests and the Kemper Interests to the total number of shares beneficially owned by each of them immediately prior to the consummation of the Proposed Sale being equal to (ii) the ratio of the number of shares sold by the AFC Interests to the total number of shares beneficially owned by the AFC Interests immediately prior to the consummation of the Proposed Sale. Notwithstanding the foregoing, the provisions of this Section 2 will not apply with respect to (i) the sale or other disposition by the AFC Interests of a number of shares of Common Stock equal to or less than 2% of the then issued and outstanding shares of Common Stock to any person or entity consummated within six months after the Effective Date, or (ii) after the expiration of six months following the Effective Date, sales or other dispositions in an amount that does not exceed 1% of the then issued and outstanding shares of Common Stock in any three-month period.

(b) The AFC Interests shall give notice in writing to the Apollo Interests and the Kemper Interests of any Proposed Sale at least 20 business days prior to the proposed date of consummation thereof, which notice (the "Co-Sale Notice") shall contain the principal terms of the Proposed Sale including, without limitation, the name and address of the Purchaser, the purchase price, the terms and conditions of payment, the date on which such Proposed Sale is to be consummated, and the number of shares of Common Stock to be sold. Upon the reasonable request of the Apollo Interests or the Kemper Interests, the AFC Interests will provide all documents and information in its possession relating to the Proposed Sale, the Offer and the Purchaser.

(c) The right of the Apollo Interests and the Kemper Interests to participate in any Proposed Sale pursuant to this Section 2 may be exercised by the Apollo Interests and the Kemper Interests by giving a written notice (the "Participation Notice") to the AFC Interests not later than 10 business days after the giving of the Co-Sale Notice. The Participation Notice must state the number of shares of Common Stock that the Apollo Interests and the Kemper Interests elect, subject to the limitation thereon set forth in Section 2(a), to sell to the Purchaser and contain a binding, irrevocable commitment to sell such shares on the terms and conditions set forth in the Co-Sale Notice. If the Apollo Interests or the Kemper Interests so elect to participate in the Proposed Sale, the AFC Interests shall be required to include in the Proposed Sale those shares of Common Stock which the Apollo Interests or the Kemper Interests have elected in the Participation Notice to sell (subject to the limitation set forth in Section 2(a)). If none of the Apollo Interests or the Kemper Interests give the Participation Notice within the ten business day period following the giving of the Co-Sale Notice, the AFC Interests shall have the right, for a period of six months following the giving of the Co-Sale Notice, to consummate the Proposed Sale to the Purchaser at the price and in accordance with the terms and conditions of the Co-Sale Notice without including any shares beneficially owned by the Apollo Interests or the Kemper Interests. In the event such Proposed Sale is not so consummated, then the provisions of this letter agreement shall again be applicable to the Common Stock owned by the AFC Interests.

(d) Notwithstanding anything to the contrary contained in this letter agreement, in the event that the AFC Interests shall breach any covenant contained in this Section 2, and such breach results in the Apollo Interests or the Kemper Interests being precluded from participating in a Proposed Sale that is consummated, the sole remedy available to the Apollo Interests or the Kemper Interests shall be to cause AFC to purchase from the Apollo Interests or the Kemper Interests the number of shares of

Common Stock that the Apollo Interests or the Kemper Interests would have been permitted to sell pursuant to such Proposed Sale at the price and upon the terms of such Proposed Sale. This remedy shall be exercisable by the Apollo Interests or the Kemper Interests by giving notice to AFC of such breach within six months after any of the Apollo Interests or the Kemper Interests learns of such breach.

3. Certain Offers for the Company. If, at any time after the fifth anniversary of the Effective Date, (i) a person or entity shall make a bona fide offer (an "Acquisition Offer") to (a) merge with the Company, (b) acquire all or substantially all of the assets of the Company, or (c) acquire 50% or more of the then issued and outstanding shares of Common Stock, in each case for consideration consisting solely of cash and/or securities that are either listed for trading on a national securities exchange or designated for inclusion on the NASDAQ National Market System, (ii) a financial advisor that is mutually acceptable to the AFC Interests and the Apollo Interests shall render its opinion to the Company and AFC that the Acquisition Offer is fair to the holders of the Common Stock from a financial point of view, and (iii) the beneficial owners of 5% or more of the then issued and outstanding shares of Common Stock (other than the Apollo Interests or any Affiliate of the Apollo Interests if the Apollo Interests or any Affiliate of the Apollo Interests made or solicited the Acquisition Offer) confirm in writing to the Company that they are prepared to sell their shares pursuant to, or vote in favor of, such Acquisition Offer, then (x) the AFC Interests shall cause any representatives of AFC on the Board of Directors or Reorganized GACC to either vote to approve the Acquisition Offer or abstain from voting on the approval of the Acquisition Offer in a manner that will not prevent the consummation of the transactions contemplated by the Acquisition Offer, and (y) if 50% or more of the shares of Common Stock then issued and outstanding are either voted in favor of, or tendered for sale pursuant to, the Acquisition Offer, then the AFC Interests will cause the shares of Common Stock then beneficially owned by it to be voted in favor of, or tendered for sale pursuant to, the Acquisition Offer.

4. Termination. Unless earlier terminated in accordance with its terms, this letter agreement shall terminate and be of no further force or effect upon the earliest of (i) such time as the AFC Interests shall cease to be the beneficial owner of 10% or more of the shares of Common Stock issued and outstanding from time to time (a "10% Holder"), (ii) such time as the Apollo Interests shall cease to be a 10% Holder, (iii) solely with respect to the Kemper Interests, such time as the Kemper Interests shall cease to be the collective beneficial owners of 5% or more of the shares of Common Stock issued and outstanding from time to time, (iv) the seventh anniversary of the Effective

Date, (v) such time as the closing sales price for the Common Stock on any securities exchange or as quoted on the NASDAQ National Market System shall have exceeded \$36.72 (as adjusted for any stock split, stock dividend, recapitalization or other similar transaction) for a continuous period of 120 calendar days; provided, however, that the Company shall have given written notice to the Apollo Interests within 12 calendar months prior to the commencement of such 120 calendar day period that the closing sales price for the Common Stock has exceeded \$36.72 (as adjusted for any stock split, stock dividend, recapitalization or other similar transaction) on any trading day, or (vi) such time as the closing sales price for the Common Stock on any securities exchange or as quoted on the NASDAQ National Market System exceeds \$36.72 (as adjusted for any stock split, stock dividend, recapitalization or other similar transaction) for a continuous period of 60 calendar days and a registration statement under the Securities Act of 1933 shall have been effective throughout such 60 day period pursuant to a proper demand made by the Apollo Interests.

5. Actions by Representatives; Notices. Any action required or permitted to be taken by the AFC Interests shall be exercised by or through AFC and any notice to be provided to the AFC Interests shall be deemed to have been given when delivered by hand, courier or overnight delivery service to AFC at the address listed at the beginning of this letter agreement or such other address notice of which is given by AFC in like manner. Any action permitted to be taken by the Apollo Interests pursuant to Section 2 and Section 3 of this letter agreement may be only exercised collectively by AIF, Artemis and any permitted successor or assign of AIF or Artemis, and any notice to be provided to the Apollo Interests shall be deemed to have been properly given when delivered by hand, courier or overnight delivery service to Apollo Advisors, L.P., with respect to AIF, and Lion Advisors, L.P., with respect to Artemis, at their respective addresses as listed at the beginning of this letter agreement or such other address notice of which is given in like manner. Any action required or permitted to be taken by the Kemper Interests shall be exercised by or through Kemper and any notice to be provided to the Kemper Interests shall be deemed to have been given when delivered by hand, courier or overnight delivery service to Kemper at the address listed at the beginning of this letter agreement or such other address notice of which is given by Kemper in like manner.

6. Certain Definitions.

(a) The term "beneficial owner", and the corresponding term "beneficially own," shall have the meaning set forth in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended, as in effect on the date of this letter

agreement.

(b) An "Affiliate" with respect to a person or entity shall mean a person or entity that controls such person or entity, is controlled by such person or entity, or which is under common control with such person or entity.

7. Governing Law. This letter agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Entire Agreement and Revocation of Prior Agreements. Except for any other agreements executed by the parties as of the date of this letter agreement, this letter agreement contains the entire understanding among the parties hereto concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this letter agreement which are not fully expressed herein. This letter agreement supersedes and revokes any and all prior agreements between or among the parties hereto relating to the subject matter of this letter agreement.

9. Specific Performance. Except as otherwise provided in Section 1 of this letter agreement, each of AFC, AIF and Artemis (i) acknowledges that a remedy at law for any breach or attempted breach of this letter agreement shall be inadequate; (ii) agrees that each other party hereto shall be entitled to specific performance; and (iii) agrees to waive any requirements for the securing or posting of any bond in connection with the obtaining of any such injunctive or equitable relief.

10. Successors and Assigns.

(a) The benefits of and obligations under this letter agreement will extend only to a successor, transferee or assignee of Artemis or AIF that (i) is an investment company (as defined in Section 3(a) of the Investment Company Act of 1940) that is the transferee of any of the Common Stock beneficially owned by AIF or Artemis, as the case may be, as of the Effective Date, (ii) is an Affiliate of AIF or Artemis with respect to which AIF or Artemis, or an Affiliate of AIF or Artemis, (X) is the exclusive investment advisor or (Y) has exclusive investment discretion, and (iii) agrees in writing to be bound by the terms and conditions of this letter agreement.

(b) The AFC Interests shall not transfer any shares of Common Stock to an Affiliate of AFC unless such Affiliate agrees in writing to the terms and conditions of this letter agreement. Except as provided in the following sentence, the benefits of and obligations under this letter agreement will

not extend to any successor, transferee or assignee of AFC that is not an Affiliate of AFC. The AFC Interests will not effect any sale or other disposition of shares of Common Stock to a person or entity (other than to an Affiliate of the AFC Interests) (a "Transferee") in a transaction that is effected for any consideration other than cash or marketable securities of a series or class with an aggregate market capitalization in excess of ten times the value of such securities that would be issuable to the Apollo Interests and the Kemper Interests pursuant to Section 2 (without taking in to account the securities that would be issuable to the Apollo Interests and the Kemper Interests pursuant to Section 2), unless (a) such Transferee agrees to be bound by the terms and conditions of this letter agreement (with such Transferee being substituted for the AFC Interests), or (b) in connection with such transaction, the Apollo Interests shall have been provided with the opportunity to sell shares of Common Stock owned by them to such Transferee pursuant to Section 2 and the Apollo Interests shall have elected to sell a number of shares of Common Stock that shall result in the Apollo Interests no longer being a 10% Holder.

(c) The benefits of and obligations under this letter agreement will not exceed to any successor, transferee or assignee of the Kemper Interests.

11. Counterparts. This letter agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Accepted and Agreed
this 21st day of December, 1993.

AMERICAN FINANCIAL CORPORATION

By:
Name:
Title:

AIF II, L.P.

By: Apollo Advisors, L.P.,
its Managing General Partner

Name:
Title:

By: Apollo Capital Management, Inc.,
its General Partner

Name:
Title:

ARTEMIS FINANCE SNC

By: Lion Advisors, L.P.,
its Attorneys-in-Fact

Name:
Title:

By: Lion Capital Management, Inc.,
its General Partner

Name:
Title:

KEMPER HIGH YIELD FUND

KEMPER DIVERSIFIED INCOME FUND

KEMPER INVESTMENT PORTFOLIOS - HIGH YIELD PORTFOLIO

KEMPER INVESTMENT PORTFOLIOS - DIVERSIFIED INCOME PORTFOLIO

KEMPER INVESTMENT PORTFOLIOS - TOTAL RETURN PORTFOLIO

KEMPER INVESTORS FUND - HIGH YIELD PORTFOLIO

KEMPER HIGH INCOME TRUST

KEMPER MERRILL LYNCH I

KEMPER MERRILL LYNCH II

By: Kemper Financial Services, Inc., as

investment advisor to the
above-referenced beneficial holders

Name:

Title: