

FIRST AMENDMENT TO CO-LOCATION/CO-USE LEASE

This First Amendment to Co-Location/Co-Use Lease ("Amended Lease") is entered into as of August 15, 2005, by and between Beartooth Communications Company, a Nevada corporation ("Beartooth"), and Meridian Communications of Montana, Inc., a Montana corporation ("Meridian").

WHEREAS, Beartooth and Meridian entered into that certain Co-Location/Co-Use Lease dated August 1, 1998, and expiring August 1, 2018, regarding studio and transmission facilities for commercial television station KMTF, Helena, Montana ("Lease").

WHEREAS, circumstances have changed such that certain of the terms stated in the Lease are no longer relevant or necessary to the parties and Beartooth and Meridian desire to amend the Lease to reflect such changes.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of good and valuable other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Subject to the terms and conditions set forth in this Amended Lease, Beartooth hereby agrees to lease to Meridian:

(a) That certain portion of the television broadcast studio property at 100 E. Lindale, Helena, Montana ("Studio"), which portion is shown in red outline on the plat map of the Studio attached hereto as Exhibit A, and hereinafter referred to as the "Studio Space"; provided, however, that should such Studio Space not be sufficient for reasonable and customary business operation of the Station, Beartooth and Meridian shall negotiate in good faith to revise the Studio facilities to include adequate space and facilities;

(b) All office furniture and equipment which shall be contained in the Studio Space or elsewhere at the Studio for the purpose of the operation of commercial television Station KMTF (TV) and KMTF-DT, Helena, Montana ("Station"), and hereinafter referred to as "Leased Equipment";

(c) The transmitter facilities (including all equipment, electrical, and tower and building facilities) for Channel 10, and digital Channel 29, Helena, Montana, located on the KTVH, Channel 12, Helena, Montana ("KTVH") tower on Hogback Mountain, and hereinafter referred to as "Transmitter Space";

(d) Those services described in Exhibit B, and hereinafter referred to as "Leased Services".

Such leased items described in items (a) through (c), above, shall hereinafter collectively be referred to as the "Leased Facilities"; and such leased items described in items (a) through (d), above, shall hereinafter collectively be referred to as the "Leased Facilities and Services".

Term

2. The term of this Amended Lease shall be a period of twenty (20) years commencing at 12:01 A.M. on August 1, 1998 and ending at 12:01 A.M. on August 1, 2018, unless terminated earlier as provided in this Amended Lease. This Amended Lease shall be automatically renewed for two 5-year periods unless one party gives the other party 90 days prior written notice of its intent not to renew.

Rent

3. (a) Meridian agrees to pay to Beartooth as "Rent" for the items set forth at (i) through (iv) in the Pre-Amble, above, the minimum sum per month of five hundred dollars (\$500.00), plus fifteen percent (15%) of operating profit per month, provided, however, that the Rent shall not exceed ten thousand dollars (\$10,000.00).

(b) The Rent shall be paid by Meridian to Beartooth at 1500 Foremaster Lane, Las Vegas, Nevada, or at the place or places that Beartooth may from time to time designate by written notice given to Meridian. The Rent shall be paid within fifteen (15) days of the start of each month, and based on Meridian's prior month's operating profit.

(c) As used herein, "operating profit" shall mean: net income of Meridian with respect to the Station (i) excluding any extraordinary income or non-cash gains and all income and expense arising from trades, after deducting (A) all operating expenses, including programming, (B) provisions for all taxes and reserves (including reserves for deferred income taxes), (C) all salaries, bonuses, management fees and other compensation paid to employees involved in the Station, and all travel, entertainment and automobile expenses of Meridian with respect to the Station, including, without limit, reasonable accounting, auditing, legal, office and secretarial expense, and (ii) after restoring thereto (A) depreciation, (B) amortization (including, without limitation, programming amortization), (C) interest expense, (D) other non-cash expense (excluding provisions for uncollectable accounts) determined in accordance with generally accepted accounting principles, and (E) taxes in respect of income and profits.

Acceptance of Premises

4. By occupying and/or using the Leased Facilities and Services, Meridian shall be deemed to have accepted the same and to have acknowledged that the same comply fully with Beartooth's covenants and obligations hereunder.

Use of Premises

5. The Leased Facilities and Services shall be used for television broadcast purposes by Meridian and for no other use or uses without the prior express written consent of Beartooth.

Prohibited Uses

6. Meridian shall not commit or permit the commission of any acts on the Leased Facilities nor use or permit the use of the Leased Facilities in any way that:

(a) Increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy insuring the Leased Facilities or its contents;

(b) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Facilities and Services or the Studio;

(c) Obstructs or interferes with the rights of other occupants and/or users of the Leased Facilities and Services or injures or annoys them; or

(d) Constitutes the commission of waste on or of the Leased Facilities and Services or the commission or maintenance of a nuisance as defined by the laws of Montana.

Alterations by Meridian

7. No alteration, addition, or improvement to the Leased Facilities shall be made by Meridian without the written consent of Beartooth, which shall not be unreasonably withheld. Beartooth shall approve or disapprove the proposed alteration, addition, or improvement, within 30 days after its receipt of Meridian's written request for approval. If Beartooth fails to affirmatively approve or disapprove the proposed alteration, addition, or improvement within the same 30-day period, the proposed alteration, addition or improvement shall be deemed disapproved. If Beartooth gives such written consent to any alteration, addition, or improvement to the Leased Facilities Beartooth and Meridian shall agree in writing at that time to the date when that undertaking shall be completed. Meridian shall obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Beartooth and shall comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Meridian after consent has been given, and any fixtures installed as part of the construction, shall at Beartooth's option become the property of Beartooth on the expiration or other earlier termination of this Amended Lease; provided, however, that Beartooth shall have the right to require Meridian to remove the fixtures at Meridian's cost on termination of this Amended Lease. If Meridian is required by Beartooth to remove the fixtures on termination of this Amended Lease, Meridian shall repair and restore any damages to the Leased Facilities caused by such removal.

Mechanics' Liens

8. If Meridian causes any alterations, additions, or improvements to be made to the Leased Facilities, Meridian agrees to keep the Leased Facilities free of liens for both labor and materials. If a lien is placed on the Leased Facilities in connection with any construction, repair, or replacement work that Meridian may or must cause to be performed under this Amended Lease, which results in a final judgment, Beartooth may pay the amount of that judgment, and Meridian shall reimburse Beartooth for the full amount paid within 15 days after that amount is paid by Beartooth or be in default under this Amended Lease.

Personal Property Taxes and Assessments

9. (a) Meridian shall pay before delinquency all taxes, assessments, license fees, and other charges ("Taxes") that are levied and assessed against Meridian's personal property installed or located in or on the Leased Facilities, and that come payable during the term. On demand by Beartooth, Meridian shall furnish Beartooth with satisfactory evidence of these payments.

(b) If any Taxes on Meridian's personal property are levied against Beartooth or Beartooth's property, or if the assessed value of the Studio and other improvements in which the Leased Facilities are located is increased by the inclusion of a value placed on Meridian's personal property, and if Beartooth pays the Taxes on any of these items based on the increased assessment, Meridian shall pay to Beartooth as additional rent within ten (10) days from the date of Beartooth's written demand therefor, the sum of Taxes levied against Beartooth, or the proportion of the Taxes resulting from such increase in Beartooth's assessment. Beartooth shall have the right to pay these Taxes regardless of the validity of the levy.

Real Property Taxes

10. All real property taxes and assessments shall be paid by Beartooth.

Maintenance

11. Beartooth shall keep and maintain in good condition, all portion of the Leased Facilities, including, without limitation, as may be applicable, all windows, fixtures, doors, lights facilities, interior ceiling and the interior of the Leased Facilities. Beartooth shall be responsible for maintenance of the Leased Facilities in accordance with all applicable Federal and State laws, rules and regulations, including those rules and regulations of the Federal Aviation Administration and the Federal Communications Commission, and all State of Montana health and safety codes.

Cleaning Service

12. Except as otherwise provided in this Amended Lease, Beartooth shall provide

janitorial service for the Studio Space.

Inspection by Beartooth

13. Meridian shall permit Beartooth or Beartooth's agents, representatives, or employees to enter the Studio Space at all reasonable times for the purpose of inspecting the Studio Space to determine whether Meridian is complying with the terms of this Amended Lease and for the purpose of doing other lawful acts that may be necessary to protect Beartooth's interest in the Studio Space under this Amended Lease. Beartooth shall have full rights of access to the Transmitter Space to use in its sole discretion in accordance herewith and with all KTVH requirements.

Common Areas of Studio

14. (a) Beartooth shall make available at all times during the term of this Amended Lease in any portion of the Studio that Beartooth from time to time designates or relocates, automobile parking and common areas (jointly referred to as "Common Areas," as that term is defined below) as Beartooth shall from time to time deem appropriate. Meridian shall have the nonexclusive right during the term of this Amended Lease to use the Common Areas for itself, its employees, agents, customers, clients, invitees, and licensees.

(b) The term "Common Areas" means the portions of the Studio that, at the time in question, have been designated and improved for common use by or for the benefit of Meridian and Beartooth, including certain master control and production facilities, parking areas, access and perimeter roads, landscaped areas, exterior walks, interior corridors, restrooms, and drinking fountains. Beartooth reserves the right to re-designate a Common Area for a non-common use or to designate as a Common Area a portion of the Studio not previously designated a Common Area.

(c) All Common Areas shall be subject to the exclusive control and management of Beartooth or any other persons or nominees that Beartooth may have delegated or assigned to exercise management or control, in whole or in part, in Beartooth's place and stead. Beartooth shall have the right to close, if necessary, all or any portion of the Common Areas as is deemed necessary by Beartooth in order to effect necessary repairs, maintenance, or construction, or to maintain the safety of Meridian's authorized agents or the general public. Beartooth will maintain the Common Areas in a clean and orderly manner. Beartooth is responsible for all repairs of the Common Areas, except those required by the negligence of Meridian.

(d) Beartooth and Beartooth's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the Common Areas and the Studio. Meridian shall fully and faithfully comply with and observe the rules and regulations for the Common Areas and the Studio ("the Studio Rules and Regulations"), of which the Leased Space is a part, including any additions or amendments to the Studio Rules and Regulations that may be hereafter enacted by Beartooth in Beartooth's sole discretion. Meridian acknowledges receipt of a copy of the Studio Rules and Regulations, which are attached to and made a part of this Amended Lease as "Exhibit C". Beartooth shall not be liable in any way for failure of

(a) Be insured by insurance companies authorized to do business in the State of Montana, with a financial rating of at least an A+3A Status as rated in the most recent edition of Best's Insurance Reports.

(b) Contain endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than fifteen (15) days before the expiration of the term of the policy.

Indemnification

19. (a) Beartooth shall not be liable to Meridian, and Meridian hereby waives all claims against Beartooth, for any injury or damage to any person or property in or about the Leased Facilities, any part of the Leased Facilities, or the Studio of which the Studio Space is a part, by or from any cause whatsoever, except injury or damage to Meridian resulting from the negligent acts or omissions of Beartooth or Beartooth's authorized agents.

Meridian shall hold Beartooth harmless from and defend Beartooth against any and all claims or liability for any injury or damage to any person or property whatsoever (1) occurring in, on, or about the Leased Facilities, any part of the Leased Facilities, or the Studio of which the Studio Space is a part, or (2) occurring in, on, or about any Common Areas of the Studio, when either such injury or damage is caused in part or in whole by the negligent act, neglect, fault of, or omission of any duty by Meridian, its agents, servants, employees, or invitees.

(b) Meridian shall not be liable to Beartooth, and Beartooth hereby waives all claims against Meridian, for any injury or damage to any person or property in or about the Leased Facilities, any part of the Leased Facilities, or the Studio of which the Studio Space is a part, by or from any cause whatsoever, except injury or damage to Beartooth resulting from the negligent acts or omissions of Meridian or Meridian's authorized agents.

Beartooth shall hold Meridian harmless from and defend Meridian against any and all claims or liability for any injury or damage to any person or property whatsoever (1) occurring in, on, or about the Leased Facilities, any part of the Leased Facilities, or the Studio of which the Studio Space is a part, or (2) occurring in, on, or about any Common Areas of the Studio, when either such injury or damage is caused in part or in whole by the negligent act, neglect, fault of, or omission of any duty by Beartooth, its agents, servants, employees, or invitees.

Destruction of Leased Facilities or Studio

20. If the Leased Facilities or the Studio of which the Studio Space is a part, are damaged or destroyed by any cause not the fault of Meridian, Beartooth shall at Beartooth's sole cost and expense promptly repair it, and the rent payable under this Amended Lease shall be abated for the time and to the extent Meridian is prevented from effectively using the Leased Facilities.

Notwithstanding the foregoing, if the Leased Facilities or the Studio of which the Studio Space is a part, are damaged or destroyed and repair of the damage or destruction cannot be completed within 180 days, Beartooth may, in lieu of making the repairs required by this paragraph, terminate this Amended Lease by giving Meridian 30 days' written notice of termination. A notice of termination must be given by Meridian not later than 30 days after the event causing the destruction or damage.

Condemnation

21. (a) If all or any part of the Leased Facilities are taken by any public or quasi-public agency or entity under the power of eminent domain during the term of this Amended Lease:

(1) Either Beartooth or Meridian may terminate this Amended Lease by giving the other 30 days' written notice of termination; provided, however, that Meridian cannot terminate this Amended Lease unless the portion of the Amended Leased Facilities taken by eminent domain is so extensive as to render the remainder of the Leased Facilities useless for the uses permitted by this Amended Lease.

(2) If only a portion of the Leased Facilities is taken by eminent domain and neither Beartooth nor Meridian terminates this Amended Lease, the rent thereafter payable under this Amended Lease shall be reduced by the same percentage that the area of the portion taken by eminent domain bears to the area of the entire Leased Facilities.

(b) If any portion of the Studio other than the Leased Facilities is taken by eminent domain, Beartooth may, at its option, terminate this Amended Lease by written notice to Meridian.

(c) Any and all damages and compensation awarded or paid because of a taking of the Leased Facilities or the Studio of which the Studio Space is a part shall belong to Beartooth, and Meridian shall have no claim against Beartooth or the entity exercising eminent domain power for the value of the unexpired term of this Amended Lease or any other right arising from this Amended Lease.

Assignment and Subletting

22. Meridian shall not encumber, assign, or otherwise transfer this Amended Lease, any right or interest in this Amended Lease, or any right or interest in the Leased Facilities and Services without first obtaining the express written consent of Beartooth, which consent shall not be unreasonably withheld, provided, however, that Meridian shall be entitled to sublease any portion of the Leased Facilities and Services as it deem necessary and prudent to Rocky Mountain Broadcasting Company ("RMBC"). Furthermore, Meridian shall not sublet the Leased Facilities and Services or any part of it or allow any other persons, other than Meridian's or RMBC's employees and agents, to occupy or use the Leased Facilities and Services or any part of it without the prior written consent of Beartooth, which consent shall not be unreasonably withheld. A consent

by Beartooth to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Beartooth, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Beartooth, terminate this Amended Lease.

Default by Meridian

23. (a) The following shall constitute a default under and a breach of this Amended Lease by Meridian:

(1) The nonpayment of any rent or fees required hereunder when due, when the nonpayment continues for 10 days after written notice to pay such rent or fees or surrender possession and/or use of the Leased Facilities and Services has been given by Beartooth to Meridian;

(2) A failure to perform any provision, covenant, or condition of this Amended Lease other than one for the payment of rent, when that failure is not cured within 30 days after written notice of the specific failure is given by Beartooth to Meridian;

(3) The abandonment of the Leased Facilities before expiration of the term of this Amended Lease;

(4) A receiver is appointed to take possession of all or substantially all of Meridian's property located at the Leased Facilities or of Meridian's interest in this Amended Lease, when possession is not restored to Meridian within 30 days;

(5) Meridian makes a general assignment for the benefit of creditors;

(6) The execution, attachment, or other judicial seizure of substantially all of Meridian's assets located at the Leased Facilities or of Meridian's interest in this Amended Lease, when the seizure is not discharged within 15 days; or

(7) The filing by or against Meridian of a petition to have Meridian adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Meridian, it is dismissed within 60 days).

(b) If Meridian breaches or is in default under this Amended Lease, Beartooth, in addition to any other remedies given Beartooth by law or equity, may:

(1) Continue this Amended Lease in effect by not terminating Meridian's right to possession and/or use of the Leased Facilities and Services and thereby be entitled to enforce all Beartooth's rights and remedies under this Amended Lease including the right

to recover the rent and fees specified in this Amended Lease as they becomes due under this Amended Lease;

(2) Terminate this Amended Lease and all rights of Meridian under the Amended Lease and recover from Meridian:

(A) The worth at the time of award of the unpaid rent and fees that have been earned at the time of termination of the Amended Lease;

(B) The worth at the time of award of the amount by which the unpaid rent and fees that would have been earned after termination of the Amended Lease until the time of award exceeds the amount of rental/fee loss that Meridian proves could have been reasonably avoided;

(C) The worth at the time of award of the amount by which the unpaid rent and fees for the balance of the term after the time of award exceeds the amount of rental loss that Meridian proves could be reasonably avoided; and

(D) Any other amount necessary to compensate Beartooth for all detriment proximately caused by Meridian's failure to perform Meridian's obligations under this Amended Lease; or

(3) In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b)(2) of this Paragraph 23, bring an action to recover and regain possession of the Leased Facilities in the manner provided by the Montana law of unlawful detainer then in effect.

Default by Beartooth

24. The following shall constitute a default under and a breach of this Amended Lease by Beartooth:

(a) Any failure of Beartooth to perform any covenant, condition, or agreement contained in this Lease when the failure is not cured within thirty (30) days after written notice of the specific failure is given by Meridian to Beartooth, or in the case that such breach is not curable within the thirty (30) day period, when Beartooth fails to commence to cure the breach within the thirty (30) days and diligently prosecute such cure to completion.

(b) If Beartooth breaches or is in default under this Amended Lease, Meridian, in addition to any other remedies given Meridian by law or equity, may:

(1) Continue this Amended Lease in effect and perform any cure required

to be performed by Beartooth and thereby be entitled to deduct all costs of such sure from rent next due to Beartooth pursuant hereto; or

(2) Terminate this Amended Lease and all rights of Beartooth under the Amended Lease and recover at law and in equity for damages suffered by Meridian.

Termination Notice

25. (a) No act of either party, including but not limited to Beartooth's entry on the Leased Facilities or efforts to relet the Leased Facilities, or the giving by either party to the other of a notice of default, shall be construed as an election to terminate this Amended Lease unless a written notice of the non-defaulting party's election to terminate this Amended Lease is given to the defaulting party.

(b) Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability as follows:

(1) Upon ninety (90) days written notice by Meridian if the Premises are or become unacceptable under Meriaian's design or engineering specifications for its transmission facilities;

(2) Upon ninety (90) days written notice by Meridian if it is unable to obtain or maintain, or otherwise forfeits or cancels, any license, permit or federal, state or local governmental authorization necessary to the construction and/or operation of the Station.

Waiver of Breach

26. (a) No delay or omission in the exercise of any right or remedy of the non-defaulting party on any default by the defaulting party shall impair such right or remedy or be construed as a waiver.

(b) The receipt and acceptance by Beartooth of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

(c) Beartooth's consent or approval of, any act by Meridian requiring Beartooth's consent or approval shall not be deemed to waive or render unnecessary Beartooth's consent to, or approval of, any subsequent act by Meridians.

(d) Any waiver by Beartooth of any default shall not be a waiver of any other default concerning the same or any other provision of this Amended Lease.

Notices

27. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Amended Lease or by law to be served on or given to either party to this Amended Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Beartooth at 1500 Foremaster Lane, Las Vegas, Nevada, attention James Rogers, or to Meridian at 455 Capital Mall, Suite 210, Sacramento, California, attention Suzanne Rogers. Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

Attorneys' Fees

28. If any litigation is commenced between the parties to this Amended Lease concerning the Leased Facilities and Services, this Amended Lease, or the rights and duties of either in relation to the Leased Facilities and Services, or the Amended Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

Binding on Heirs and Successors

29. This Amended Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Beartooth to any assignment of this Amended Lease or any interest therein by Meridian except as provided in Paragraph 22 of this Amended Lease.

Surrender of Premises

30. On expiration or termination of the term, Meridian shall surrender to Beartooth the Leased Facilities and all Meridian's improvements and alternations in good condition except that for alterations that Meridian has the right to remove or is obligated to remove under this Amended Lease. Meridian shall remove all its personal property within the above-stated time. Meridian shall perform all restoration made necessary by the removal of any alterations or Meridian's personal property within the time periods stated in this Amended Lease.

Holding Over

31. (a) If Meridian, with Beartooth's consent, remains in possession of any portion of the Leased Facilities after expiration or termination of the term, or after the date in any notice given by Beartooth to Meridian terminating this Amended Lease, such possession by Meridian shall be a month-to-month tenancy terminable on thirty (30) days' notice at any time to either party.

(b) During any such month-to-month tenancy, Meridian shall pay as monthly rent a sum equal to the Rent under the terms set forth in Paragraph 3, or, if such month-to-month tenancy

(c) All relevant provisions of this Amended Lease, except those pertinent to the term, shall apply to the month-to-month tenancy.

Successors

32. This Amended Lease shall be binding upon and inure to the benefit of the parties and their successors, except as provided in this Amended Lease.

Interpretation of Amended Lease

33. This Amended Lease shall be construed and interpreted in accordance with the laws of the State of Montana.

Partial Invalidity

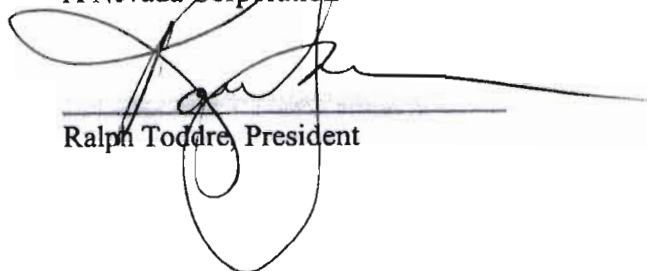
34. Should any provision of this Amended Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Amended Lease shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

35. This instrument, including the provisions set forth in the Pre-Ambles, supercedes the Amended Lease (which upon execution hereof is null and void) and constitutes the sole and only agreement between Beartooth and Meridian respecting the Leased Facilities and Services, or the leasing of the Leased Facilities and Services to Meridian, and correctly sets forth the obligations of Beartooth and Meridian with respect to each other as of its date. There are no restrictions, promises, warranties, covenants or undertaking, other than those expressly set forth herein. Neither this Amended Lease nor any term or provision hereof may be changed, waived, discharged, or terminated orally, or in any manner other by instrument in writing by all of the parties.

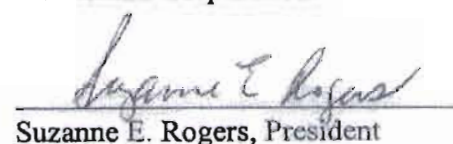
IN WITNESS HEREOF, the Parties to this Amended Lease have duly executed it as of the date and year first written above:

Beartooth Communications Company
A Nevada Corporation



Ralph Todde, President

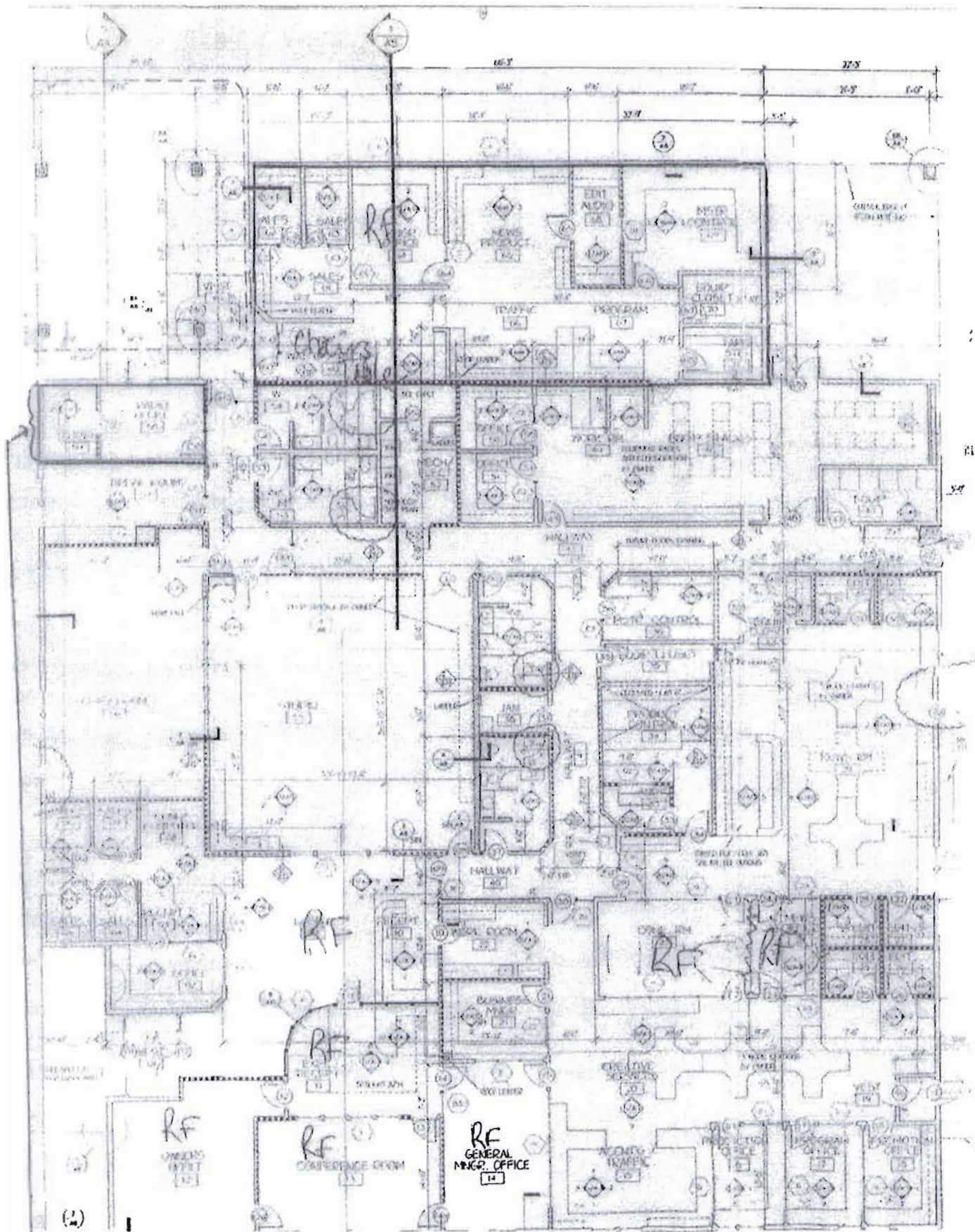
Meridian Communications of Montana, Inc.
A Montana Corporation



Suzanne E. Rogers, President

EXHIBIT A

Studio Space



space Pursuant to First Amendment to
Co-Location/Co-Use Lease

EXHIBIT B

SERVICES PROVIDED

Services to be provided by Beartooth in conjunction with the Leased Facilities:

1. Engineering
2. Transmitter Maintenance

EXHIBIT C

STUDIO RULES AND REGULATIONS