

TIME BROKERAGE AGREEMENT

TIME BROKERAGE AGREEMENT ("Agreement") dated as of December 14, 1994, made by and between BIG HORN COMMUNICATIONS, INC., a Montana Corporation ("Broker"), and NATIONAL INDIAN MEDIA FOUNDATION, a Montana Corporation ("Licensee") (sometimes collectively referred to as the "parties").

P R E M I S E S

A. Broker is engaged in producing and transmitting entertainment, news, sports, informational and public service programming and advertising on television Station KSVI(TV), operating on Channel 6 and licensed to Billings, Montana.

B. Licensee has been approved by the Federal Communications Commission ("FCC") to be the licensee of television Station KQUS(TV), operating on Channel 4 and licensed to Hardin, Montana (the "Station"); and as of the date when the transactions contemplated hereby become effective, will be licensee of the Station and will also own certain of the Station's assets.

C. The Billings and Hardin television and advertising markets are highly competitive and will remain so, unaffected by the transactions contemplated hereunder.

D. Since January 1993 the Station has been off the air. The Parties desire to restore the Station to full operation at the earliest possible date, in accordance with the policies and regulations of the FCC, in order to serve the public interest of the citizens of Hardin, including, but not limited to the interests of local Native Americans.

E. After exploring numerous alternatives, Licensee has concluded that the most expeditious and appropriate means of restoring the Station to operation, given the substantial costs and expertise involved, is to accept and transmit programming supplied by Broker while maintaining control over the Station and telecasting Licensee's own public interest programming aimed principally at the large Native American population in the Station's coverage area.

F. Licensee desires to enter into this Agreement to provide a regular source of programming, including, for the first time anywhere in the Billings-Hardin area, a full schedule of programming from the new Fox Television Network ("Fox"), and income to sustain the operations of the Station and enabling Licensee to provide regular programming to meet the needs and interests of Native Americans.

G. Broker desires to provide an over-the-air program service, including Fox programming, to Hardin and the Station's coverage area using the facilities of the Station, and is willing to utilize its own assets to make the substantial financial investment required to restore the Station to full operation and thus to provide such program service.

H. The parties are aware of and have considered carefully the FCC's policies on time brokerage, and intend that this Agreement comply fully with all such policies.

I. Licensee agrees to provide substantially all of the Station broadcast time to Broker under terms and conditions conforming with the policies of the Station and the FCC for time brokerage arrangements and as set forth hereinafter.

J. Broker agrees to acquire the equipment necessary to restore the Station to operation and to utilize the facilities of the Station solely to telecast such programming of its selection as is acceptable to Licensee in its reasonable discretion, which conforms with all rules, regulations and policies of the FCC, and as set forth hereinafter.

A G R E E M E N T S

In consideration of the foregoing, and of the mutual promises set forth herein, the parties agree as follows.

1. Facilities. Licensee hereby agrees to make available to Broker the Station's broadcast transmission facilities and all broadcast time, except such time as is required to fulfill Licensee's regulatory and other responsibilities, set forth in Section 4 hereof, to telecast on the Station or cause to be telecast, Broker's programs. Such program service is described in Exhibit A hereto and made a part hereof.

2. Payments. Broker hereby agrees to make the following payments to Licensee during the term of this Agreement:

A. Rental payments of \$4,000 per month commencing on the first day after the Station begins broadcast operations (the "TBA Commencement Date") and continuing thereafter for each month this Agreement is in effect (the "TBA Period"), each such rental payment due and payable on the first day of each calendar month. Beginning at the start of the fourth year following the TBA Commencement Date and every year afterward for as long as this Agreement is in effect, the rental payment to Licensee

shall be adjusted upward by a maximum of five percent per annum consistent with the rate of increase as reflected in the Consumer Price Index for the preceding 12 months. The rental payment will be prorated for any calendar month during which this Agreement is not in effect for the entirety of such calendar month; and

B. Operational expense payments for each month this Agreement is in effect, such payments being directly attributable to the operational expenses of the Station, including, without limitation, insurance, taxes, utility charges, maintenance and other reasonable expenses. The monthly operational expense payment will be prorated for any calendar month during which this Agreement is not in effect for the entirety of such calendar month. The foregoing notwithstanding, Broker's obligation to compensate Licensee pursuant to this subsection is limited to mutually agreeable operational expenses.

C. Within 10 days after the end of each calendar month during any part of which this Agreement is effective, Licensee will deliver to Broker copies of invoices and expense records pertaining to the expenses set forth in Section 8 and for which payment is to be made by Broker to Licensee pursuant to Section 2B. Such payment will be due and payable on the first day of the next calendar month.

3. Term.

A. Initial Term. The time brokerage contemplated by this Agreement will commence on the TBA Commencement Date and will expire on the final day of the ten-year period following the TBA Commencement Date unless renewed pursuant to Section 3B.

B. Renewal Term. Broker may renew this Agreement for an additional five-year period by providing Licensee with written notice of its intent to renew within 180 days prior to the expiration of the initial term specified in Section 3A. Such written notice of intent to renew will be accompanied by a renewal fee of \$10,500 payable to Licensee.

C. Contingencies. The foregoing notwithstanding, Broker's performance of this Agreement is expressly contingent upon the occurrence of the following: (1) conformance of the time brokerage contemplated herein with FCC rules, regulations and policies; (2) execution of a full network affiliation agreement with Fox; (3) a commitment from the principal local cable systems to carry the Station on their systems; and (4)

Broker's obtaining of funding acceptable to Broker and the approval of Broker's lender. In the event that any of the foregoing do not occur, in its sole discretion Broker will promptly notify Licensee in writing of its intention to cancel this Agreement and upon such notification, neither party will have any further right or obligation as to the other under this Agreement.

4. Programs.

A. During the TBA Period, Broker will furnish, or cause to be furnished, the personnel and materials for the programs to be telecast over the Station, which will be in accordance with the rules, regulations and policies of the FCC and the Communications Act of 1934, as amended (the "Communications Act"). Broker will be solely responsible for the sale of all brokered program and commercial time.

B. Broker will make its programs available to Licensee during a number of hours per week sufficient to enable the Station to meet the minimum hours of operation required by the FCC's rules; provided, however, that Licensee may telecast up to five hours per week of public affairs programming of its own choice on the Station (which will include Native American programming) in time periods mutually agreed to by Licensee and Broker, except that Licensee expressly agrees that such Licensee-provided public affairs programming will be outside of Fox program periods and early and late "fringe" times. Subject to Sections 7, 12A and 14, the remaining hours of the Station's air time per week, except for downtime occasioned by routine maintenance or interruptions of operations described in Section 5B, will be made available by Licensee to Broker for program transmission; provided, however, that the parties agree that no provision of this Agreement will be considered to reduce or interfere with Licensee's absolute responsibility under the Communications Act to supervise and control the Station.

5. Station Facilities.

A. Start-up and Operation.

(1) Following execution of this Agreement, Broker will expeditiously proceed at its sole cost and expense to order all transmission and other equipment necessary to permit the Station to recommence broadcast operations at the earliest possible date; provided, however, that the contingencies in Section 3D shall have been satisfied prior to any payment by Broker to equipment suppliers. Licensee will be

responsible for all necessary applications, filings and reports to the FCC during this interim period (including applications for studio-transmitter links), although Broker will give such assistance as may be required to accurately and timely advise the FCC of progress toward completion of construction and to assure FCC approval for commencement of operations.

(2) Licensee represents that the Station will operate throughout the TBA Period in accordance with the authorizations issued by the FCC and with all applicable FCC rules and policies. During the TBA Period, Licensee will operate the Station in an efficient manner and will maintain the station equipment in proper working order.

(3) Any routine or non-emergency maintenance work affecting the full-power operation of the Station will be scheduled with at least 48 hours prior notice to Broker and will be conducted at times reasonably acceptable to Broker which are less likely to disrupt full-power operation of the Station.

(4) Broker will be responsible for the creation and airing of all of Broker's programming, subject to the supervision and direction of Licensee and its employees.

B. Interruption of Normal Operations. If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Licensee will notify Broker immediately and Licensee will be responsible for undertaking such repairs as may be necessary to restore full-time operation with maximum authorized facilities as expeditiously as possible following any such loss or damage.

C. Studio Location. Licensee will maintain a main studio within the Station's principal community service contour and will have staff and managerial personnel (as set forth in Section 8) present at and available to the Station consistent with the FCC's rules and policies.

6. Handling of FCC Mail. All mail, telephone calls or other communications to the Station from the FCC will be directed to Licensee, which will be solely responsible for responses. Licensee will comply with all FCC rules and policies, including those relating to the Station's local public inspection file (maintenance and upkeep of which will at all times be Licensee's responsibility).

7. Programming and the Public Interest. The programs provided by Broker will consist of those determined by Broker to be appropriate and in the public interest, including, without limitation, such public affairs programming, public service announcements, music, news, weather reports, sports, promotional material and commercial advertising as are determined and selected by Broker. Notwithstanding the foregoing, Licensee will have the full and unrestricted right to delete and not broadcast any material contained in any of Broker's programs which it reasonably regards as unsuitable for broadcast or which it reasonably believes would contravene the public interest.

8. Responsibility for Employees and Expenses. During the TBA Period, Broker will employ and be solely responsible for the salaries, commissions, taxes, insurance and all other related costs for all personnel involved in the production, broadcast and sale of its programs and commercial messages, including, without limitation, air personalities, directors, sales persons, traffic personnel, etc. Broker will be responsible for all promotional expenses connected with the programming it furnishes for broadcast to the Station. Licensee will be responsible for all its own expenses of operating the Station, including, without limitation, the following:

- (a) maintenance of the Station's transmitting facilities and of all equipment required for operation of the Station in compliance with FCC rules and standards;
- (b) salaries, payroll taxes, insurance and related costs of all personnel employed by Licensee for the Station (including, without limitation, the Station's Operations Manager and at least one other full-time Station employee);
- (c) costs of technical equipment repair and supplies; and
- (d) costs of engineering or technical personnel necessary for compliance with FCC rules and policies and for maintenance and repair of the Station's technical facilities.

The matters described in subsections (a) through (d), inclusive, of this Section are collectively called "Licensee Expenses." Broker will be directly responsible for the supervision and direction of its employees. Broker will be responsible for all employee benefits, compensation and employment taxes with respect to its employees and Licensee will be responsible for all employee benefits, compensation and employment taxes with

respect to its employees. Broker will be solely responsible for payment of any and all copyright license fees attributable to its programming broadcast on the Station pursuant to this Agreement. Licensee agrees to maintain performance rights licenses issued by ASCAP, BMI and SESAC as are now or hereinafter may be in general use by television stations. In the event that ASCAP, BMI or SESAC demands that Broker obtain its own separate performance rights license with them, Broker will promptly enter into such agreements and pay the required license fees. Broker will also pay all other copyright license fees attributable to its programming telecast on the Station. Notwithstanding anything to the contrary, Licensee, in all circumstances, retains liability for the Licensee Expenses.

9. Advertising Revenues. Broker will retain all revenues from the sale of advertising time on the programs it delivers to the Station during the TBA Period.

10. Lease of Transmitter Site and Transmitter Tower. Broker is the owner of the transmitter site and tower for the Station's authorized transmission facilities. Broker agrees to lease the site and tower to Licensee for the term of this Agreement, without charge and solely for use by the Station. The site and tower lease when executed will be appended hereto as Exhibit B. Pursuant to Section 8, Licensee is responsible for the maintenance and repair of these facilities.

11. Lease of Transmitter, Antenna, Transmission Line and Related Equipment. Broker agrees, in consultation with Licensee and subject to Licensee approval, to obtain a television transmitter, antenna, transmission line and other necessary equipment so that the Station can recommence operations with its maximum authorized facilities. Broker agrees to lease this transmission equipment to Licensee for the term of this Agreement, without charge and solely for Station use. The equipment lease when executed will be appended hereto as Exhibit C. Pursuant to Section 8, Licensee is responsible for the maintenance and repair of these facilities.

12. Licensee Authority.

A. Notwithstanding anything to the contrary in this Agreement, licensee will, throughout the TBA Period, retain full authority and power over Station operations. The Operations Manager will direct the Station's day-to-day operation and will report to Licensee. Licensee will retain control over the policies, programs and operations of the Station, including, without limitation, the right to decide whether to accept or

reject any programming or advertisements, preemption of programs not in the public interest or substitution of programs deemed by Licensee to be of greater national, regional or local interest. In the event of an emergency, Licensee retains the right to interrupt Broker's programming without prior notice, subject to the proration provisions of Section 14. Licensee retains the right to take any other actions necessary for compliance with federal, state or local laws, the Communications Act, the rules and policies of the FCC (including the prohibition on unauthorized transfers of control) and the rules and policies of other federal entities, including the Federal Aviation Administration, the Federal Trade Commission and the U.S. Department of Justice.

B. Licensee will be solely responsible for compliance with all FCC requirements with respect to public service programming, for ascertaining the needs and interests of its community of license and service area (including specifically the children therein), for maintaining political and public inspection files and the Station's logs, for meeting equal employment opportunity filing requirements and for the preparation of the Station's quarterly issues/programs lists. Broker's programs will include programming which responds to the Licensee's ascertained needs and interests, including children's programming; however, the parties expressly agree that Licensee retains the right and obligation to telecast such additional programming as it determines appropriate to respond to ascertained issues of community concern.

C. Broker will, at Licensee's request, provide Licensee with information respecting such of Broker's programs as are responsive to the needs and interests of the Station's service area in order to assist Licensee in the preparation of required programming reports. Broker will also, to the extent necessary, provide Licensee with employment information necessary to enable Licensee to meet its responsibilities for compliance with FCC requirements for filing annual employment reports. At Licensee's request, Broker will supply such additional information as may be necessary to enable Licensee to prepare other records and reports required by the FCC and other local, state or federal government entities.

13. Station Identification. While Licensee is ultimately responsible for the proper and timely broadcast of Station identification announcements, Broker will cooperate with Licensee to ensure that all required Station identification announcements are broadcast and that they comply with applicable FCC policies and rules.

14. Special Events. Licensee reserves the right, in its discretion, to preempt the telecasts of Broker's programs for programs which Licensee deems to be of special public importance. Licensee will give Broker reasonable notice of its intention to preempt and, in the event of such preemption, Broker will receive a pro rata credit against the rental payment for that month under Section 2A hereof for all programs preempted to the extent of such preemption at an assigned value commensurate with the advertising revenues such programs would have realized if they had been aired. Licensee will be entitled to all revenues derived from the telecast of such programs.

15. Political Advertising. Broker will cooperate in Licensee's compliance with the political broadcasting requirements of the Communications Act and FCC rules and policies thereunder. Licensee will supply promptly to Broker at Broker's request such information as may be necessary to meet the lowest unit charge requirements of Section 315 of the Communications Act, compliance with which is Licensee's sole responsibility. To the extent necessary and at Licensee's discretion, Broker will release advertising availabilities to Licensee to permit Licensee to comply with the reasonable access provisions of Section 312(a)(7) of the Communications Act, the equal opportunities provision of Section 315 of the Communications Act and FCC rules and policies thereunder; provided, however, that all revenues realized by Licensee as a result of such release of advertising time will be remitted promptly to Broker. Notwithstanding anything to the contrary, Licensee will have the ultimate responsibility for the provision of equal opportunities for its employees, lowest unit charge and reasonable access to political candidates, and for compliance with the FCC's broadcast rules and policies.

16. Force Majeure. Any failure or impairment of the Station's facilities, or any delay or interruption in the telecast of programs or failure to furnish facilities for telecast, in whole or part due to causes beyond Licensee's control, will not constitute a breach of this Agreement and Licensee will not be liable thereby to Broker. In the event of such failure, impairment, delay or interruption and in the event of Licensee's unwillingness or inability to restore broadcast operations promptly, Broker will be entitled, with Licensee's prior approval, to restore or repair the inoperative facilities at its own expense and deduct such expense from the monthly payments due under Section 2. If during the term hereof any event occurs which prevents the broadcast transmission of the Station with its maximum authorized facilities as described in the FCC license for the Station, Licensee will give prompt

written notice thereof to Broker, and if FCC rules require, to the FCC. If the Station's facilities are not restored so that operation is resumed with maximum authorized facilities within five days of such event, or, in the case of more than one event, the aggregate number of days preceding such restorations from all such events is more than ten days, Broker will have the right, by giving written notice to Licensee of its election to do so, to terminate this Agreement and the lease agreements specified in Sections 10 and 11 forthwith, without any further obligation of any party hereunder.

17. Rights to Program Use. The right to use the programs to be furnished by Broker hereunder, and the authorization of their use in any manner whatsoever, will be and remain vested in Broker, subject, however, to the rights of others (including, without limitation, rights in trademark, copyright and service mark, and other intellectual property rights) in and to the programs. Licensee agrees to maintain the confidentiality of any Broker trade secrets disclosed to Licensee and to not disclose them without the prior consent of Broker.

18. Payola and Plugola. In accordance with Sections 317 and 507 of the Communications Act, Broker agrees that neither it nor any of its employees will accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to: commissions, discounts, bonuses, materials, supplies or other merchandise, services or labor (collectively, "consideration"); whether or not pursuant to written contracts or agreements, in return for the telecast of any material on the Station, unless the payor is identified in the telecast for which consideration was received as having paid for or furnished such consideration.

19. Compliance with Law. Broker will throughout the term hereof comply with all federal, state and local laws, rules and policies applicable to the conduct of Licensee's business. Broker specifically acknowledges that Licensee has not urged, counseled or advised the use of any unfair business practice.

20. Indemnification.

A. Broker indemnifies and holds Licensee harmless against all liability for libel, slander, unfair competition or trade practices, infringement of trademarks, service marks, trade names or program titles, violations of rights of privacy, infringement of copyrights and other proprietary rights resulting from or caused by the actions or inactions of Broker, and from and against any and all other inactions of Broker, and

from and against any and all other claims, damages and causes of action resulting from the broadcast of programming furnished by Broker pursuant to this Agreement or any liability resulting from the broadcast of Broker's programming pursuant to this Agreement. Broker warrants that the broadcast of its programs will not violate any applicable laws, rules, policies or standards, or any rights of others, and agrees to hold Licensee, the Station and its employees, harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising from the violation of any such laws or rights by the broadcast of such programs.

B. Licensee indemnifies and holds Broker harmless against all liability for libel, slander, unfair competition of trade practices, infringement of trade marks, service marks, trade names or program titles, violations of rights of privacy, infringement of copyrights and other proprietary rights resulting from or caused by the actions or inactions of Licensee, and from and against any and all other claims, damages and causes of action resulting from the violation of any such laws or rights by the broadcast on the Station of the programming provided by Licensee. Licensee agrees to hold Broker and its employees harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from the broadcast on the Station of Licensee's programs.

C. Promptly after receipt by either party indemnified pursuant to this Section 20 (an "Indemnified Party") of notice of any claim or the commencement of any action, the Indemnified Party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 20, promptly notify the indemnifying party in writing of the claim or the commencement of such action; provided that the failure to notify the indemnifying party will not relieve such indemnifying party from any liability which it may have to such Indemnified Party, except to the extent that (and only to the extent that) such failure results in a failure of actual notice to the indemnifying party and such indemnifying party is damaged as a result of such failure to give notice. In any such action brought against an Indemnified Party, the indemnifying party will be entitled to participate therein and, to the extent that it may wish (and provided that it will have acknowledged in writing to the Indemnified Party the obligation of the indemnifying party to indemnify the Indemnified Party in respect of such claim or action fully pursuant to this Section 20), to assume the defense thereof with counsel reasonably satisfactory to such Indemnified Party. After notice from the indemnifying party to

the Indemnified Party of its election to assume the defense of such claim or action, the indemnifying party will not be liable to the Indemnified Party under this Section 20 for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless (i) the employment thereof has been specifically authorized by the indemnifying party, (ii) such Indemnified Party will have been advised by counsel reasonably satisfactory to the indemnifying party that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party and in the reasonable judgment of such counsel it is advisable for such Indemnified Party to employ separate counsel, or (iii) the indemnifying party has failed to assume the defense of such action and employ counsel reasonably satisfactory to the Indemnified Party, in which case, if such Indemnified Party notified the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, such indemnifying party will not have the right to assume the defense of such action on behalf of such Indemnified Party. The indemnifying party will not be liable for any settlement of any such action effected without its written consent (which consent will not be unreasonably withheld), but if settled with its written consent or if there is a final judgment of the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any Indemnified Party from and against any loss or liability by reason of such settlement or judgment in accordance with this Section 20.

D. Broker and Licensee will each maintain broadcasters' liability insurance policies covering libel, slander, invasion of privacy and the like, in forms and amounts customary in the television broadcast industry, and each will name the other as an additional insured under each such policy.

21. Events of Default; Cure Periods and Remedies. The following will, after the expiration of applicable cure periods, constitute Events of Default hereunder:

A. Events of Default.

(1) Non-Payment. Broker's failure to fully and timely make the payments specified in Section 2; or

(2) Default in Covenants or Adverse Legal Action. The default by any party in the material observance or performance of any covenant, condition or agreement contained

herein, or if any party (a) makes a general assignment for the benefit of creditors, (b) files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or other creditors' representative for the property or assets of such party under any federal or state insolvency law which, if filed against such party, has not been dismissed or discharged within 60 days thereof; or

(3) Breach of Representation. If any representation or warranty made herein by any party, or any certificate or document furnished by any party to another pursuant to the provisions hereof, will prove to have been false or misleading in any material respect as of the time made or furnished.

B. Cure Periods.

(1) Except as expressly provided for herein and except where an Event of Default arises from Broker's failure to make the payments specified in Section 2, an Event of Default will not be deemed to have occurred until 30 days after the non-defaulting party has given the defaulting party written notice, identifying the event that if not cured would constitute an Event of Default and setting forth the action necessary to cure it. With the consent of both parties this period may be reasonably extended if the defaulting party is acting in good faith to cure the default and such delay is not materially adverse to the other party.

(2) If Broker fails timely and fully to make the payments set forth in Section 2 for any applicable month, an Event of Default will occur automatically on the 20th day of such month. Upon written notice by Licensee of Broker's failure to make such payments, Broker will have an additional ten days to cure such Event of Default by payment in full of all past due amounts.

C. Termination upon Default. Upon the occurrence and during the continuance of an Event of Default, the non-defaulting party may terminate this Agreement upon 14 days' written notice provided that it is not also materially in default hereunder.

22. Broker's Right to Terminate. Broker may elect to terminate this Agreement at any time during the term hereof in the event that, without Broker's prior approval, Licensee preempts or substitutes other programming for that supplied by

Broker during one percent or more of the total hours of Broker programming of the Station during any calendar month. In the event that Broker elects to terminate the Agreement pursuant to this Section 23, it will give Licensee at least 30 days' advance written notice of its election to terminate. Notwithstanding anything to the contrary in this Section, any preemption by Licensee for the purpose of broadcasting in case of public emergency and any preemption by Licensee pursuant to a statute, rule, policy, order or directive of the FCC (including but not limited to FCC requirements for children's television or political broadcasting) will be excluded from the aforementioned one percent determination and will not give Broker the right to terminate this Agreement. The parties understand and agree that, if Broker elects to terminate pursuant to this Section, Broker will also have the right, provided that Broker is not in material default of this Agreement, to terminate the lease agreements described in Sections 10 and 11 upon 30 days' written notice to Licensee. Likewise, if Broker elects to terminate this Agreement because of Licensee's preemption of Broker's programming under this Section 22, Broker will be entitled to liquidated damages as set forth in Section 25.

23. Termination or Renegotiation upon Governmental Authority or Regulatory Changes; FCC Inquiries or Actions.

A. In the event that the FCC or other federal, state or local government authority orders, takes or announces action requiring the termination of this Agreement or the material curtailment of the transactions contemplated hereunder, Broker, at its option, may: (1) at its own expense, seek administrative or judicial relief from such order or action, in which case Licensee will cooperate with Broker; or (2) provide at least 30 days' written notice to Licensee of its intention to terminate this Agreement. In the event that the Agreement is terminated for any reason pursuant to this Section 23, the parties understand and agree that Broker will have the sole right to terminate the lease agreements described in Sections 10 and 11 upon 30 days' written notice to Licensee.

B. If the FCC designates the Station's license renewal application for hearing either as a consequence of this Agreement or for any other reason, or initiates any revocation or other proceeding with respect to the Station, Licensee or Broker may terminate this Agreement upon 14 days' written notice to the other party. In the event of such termination pursuant to this Section 23 and if such termination occurs on any date other than the first day of a calendar month, Broker will be entitled to a proration of the sums paid to Licensee pursuant to

Section 2. In the event of any FCC proceeding, Broker will cooperate and comply with any reasonable request of Licensee to assemble and provide information to the FCC pertaining to Broker's performance pursuant to this Agreement.

C. If during the term hereof the FCC determines that this Agreement is inconsistent with Licensee's FCC obligations or is otherwise contrary to FCC policies, rules and regulations, or if regulatory, legislative or judicial action subsequent to the TBA Commencement Date alters the permissibility of this Agreement under the FCC's rules or policies or the Communications Act, the parties shall renegotiate in good faith and attempt to recast this Agreement in terms which are more likely to cure any defects perceived by the FCC or any changes caused by regulatory, legislative or judicial action. If after such good faith negotiations either party determines that so recasting this Agreement is impossible without materially altering the relationships contemplated by the parties, either party may terminate the Agreement upon 30 days' written notice to the other. If the Agreement is terminated pursuant to this Section 23C, such termination will extinguish and cancel this Agreement without further liability on the part of either party to the other; provided, however, that there will be a final proration of the sums paid to Licensee pursuant to Section 2, and; provided, further, that Broker will be entitled to liquidated damages as set forth in Section 25.

24. Cancellation. Licensee will have the unlimited right to cancel this Agreement at any time upon the provision to Broker of at least 12 months' written notice of its intent to cancel, the parties expressly agreeing that advance notice of such length is necessary in view of the substantial financial commitments and risks undertaken by Broker in order to acquire transmission equipment and secure high quality programming for the Station; provided, however, that the parties agree that upon cancellation by Licensee pursuant to this subsection, Broker will be entitled to liquidated damages as set forth in Section 25. Broker will have the unlimited right to cancel this Agreement at any time upon the provision to Licensee of at least 60 days' written notice of its intent to cancel; provided that, if Broker cancels the Agreement pursuant to this Section 24, Broker will also have the right to terminate the lease agreements described in Sections 10 and 11 upon 60 days' written notice to Licensee.

25. Liquidated Damages.

A. Licensee expressly recognizes that in order to commence Station broadcasts, Broker will be required to make substantial advance payments for equipment associated uniquely with the Station's operation; that Broker will be required to enter into various long-term arrangements with program suppliers and other third parties to produce programs for the Station at considerable expense and risk; that Broker will be required to maintain at its own cost a staff of employees dedicated to acquiring and producing quality programs for the Station; and that Broker will incur significant obligations in connection with the payments set forth in this Agreement. Licensee further recognizes and acknowledges that Broker will be called upon to make sizable expenditures, both tangible and intangible, to promote the Station, to create a unique and favorable Station image, and to develop a competitive position in the market for Broker's programs, all of which will add substantial value to the Station. Likewise, the parties agree that, in restoring the Station to operation and enabling Licensee to broadcast programs responsive to the needs and interests of Native Americans, Broker's actions represent a meaningful community benefit and serve the public interest. Licensee represents that, aside from Broker, it has been unable to secure another funding source which allows it to offer quality public service programming and bring Fox network broadcasting to the Station's coverage area.

B. Licensee and Broker hereby agree that any measure of actual damages cannot adequately compensate Broker for the loss of Licensee's performance hereunder and that the true measure of damages to Broker for cancellation, termination or material breach of this Agreement by Licensee is incapable of accurate estimation with reasonable certainty. Licensee and Broker therefore agree that the formula set forth in subsection 25C is both fair and reasonable and constitutes just compensation, as liquidated damages, to be paid to Broker by Licensee upon Licensee's cancellation, termination or breach of this Agreement pursuant to Sections 21, 22, 23 or 24.

C. "Liquidated Damages" will be deemed to include the aggregate of the following Broker expenditures:

- (1) the cost of all Station equipment purchased by Broker;
- (2) the full value at time of cancellation, termination or breach of all service contracts and programming agreements assumed and entered

into by Broker for purposes of providing programming and advertising for the Station, less any consideration received by Broker as a result of its good faith efforts to sell or assign such contracts and agreements;

- (3) the full value of all severance and employee benefit packages provided by Broker for employees whose services would not be required absent this Agreement;
- (4) the full value of all contracts with third parties which were not performed due to cancellation or termination, for services to be rendered in connection with Station programming, including, without limitation, producers, sales persons, technicians and engineers, and other independent contractors whose services would not be required absent this Agreement;
- (5) the full value of all expenses incurred in promoting the Station and positioning it in the marketplace;
- (6) all corporate, legal, administrative, professional and brokerage expenses pertaining in any manner to this Agreement and subsequent governmental filings.

D. In the event that Licensee cancels, terminates or materially breaches this Agreement pursuant to any of Sections 21, 22, 23 or 24 Broker will, within 30 days, submit to Licensee an itemized accounting of the expenditures contained in (1) - (6), above, along with receipts, canceled checks and other supporting documentation. Licensee agrees to pay Broker all such verified amounts within 30 additional days. If Licensee objects to any particular item, it will so notify Broker within 15 days of receiving Broker's itemized accounting. If thereafter Broker and Licensee cannot agree as to any such amount, either party may elect to arbitrate the dispute by giving the other written notice within 30 days after Licensee's notification of objections. All arbitration proceedings will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and will take place in Billings, Montana. In any such proceeding the arbitrators will be bound by the terms of this Agreement. The party prevailing in arbitration will be entitled to enforce any award in a court of competent jurisdiction. Notwithstanding that Licensee

objects to a particular item of Liquidated Damages, the remainder of the expenditures will be paid by Licensee to Broker within 30 days after Broker's submission of the itemized accounting.

26. Representations, Warranties and Covenants

A. Mutual Representations, Warranties and Covenants.

Each of Licensee and Broker represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of Montana and has all requisite corporate power and authority to execute and deliver this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by its Board of Directors; that it has duly executed and delivered this Agreement and this Agreement constitutes the legally valid and binding obligation of Licensee or Broker, as the case may be, enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to or affecting creditors' rights generally, by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) or by an implied covenant of good faith and fair dealing. Licensee and Broker further warrant, represent, covenant and certify that Licensee maintains and will continue to maintain ultimate control over all of the Stations' facilities throughout the TBA Period; including, without limitation, control over the Stations' finances, personnel and programming.

B. Licensee's Representations, Warranties and Covenants. Licensee represents, warrants and covenants that it will, when the TBA Period commences, be the legal holder of all licenses and other authorizations necessary for the operation of the Station as presently conducted and that such licenses and authorizations are and will be kept in full force and effect for the entire term hereof, unimpaired by any acts or omissions of Licensee, its principals, employees or agents.

27. Right of First Refusal.

A. If during the term hereof Licensee receives and wishes to accept a bona fide offer to sell or transfer control of the Station, however styled, with a party other than Broker, Licensee agrees to give Broker, within ten days, written notice of that offer and all material terms and conditions thereof. If the offer is evidenced by any writings, Licensee will provide Broker true copies in its written notice. Upon receipt of the

notice, Broker will have the right, exercisable by written notice thereof to Licensee within 15 days, to match such offer and, within 30 days thereafter, to enter into an asset or stock purchase agreement with Licensee at the same price and with equivalent material terms and conditions. The foregoing notwithstanding, this right of first refusal is exercisable by Broker only if: (1) Broker's acquisition of the Station is not prohibited by then-existent FCC rules or policies; or (2) Broker furnishes satisfactory evidence to Licensee, along with its written notice matching the offer, that by waiver of its rules the FCC is likely to permit Broker to be licensee of the Station.

B. In the event that, during the term hereof, Licensee decides to assign or transfer the Station license to a third party and subsection 27A is inapplicable, Licensee expressly agrees that, as consideration for Broker's substantial investments, risks and efforts for the benefit of the Station, proceeds from such an assignment or transfer will be distributed according to the following ratio: Broker will be entitled to 90% and Licensee will be entitled to 10% of the proceeds of such an assignment or transfer. Upon the consummation of any such assignment or transfer, Licensee will promptly deliver to Broker its portion of the proceeds of the Station sale.

C. The right of first refusal contained in Section 27A will be fully assignable to any third party qualified under the Communications Act and the FCC's rules and policies to be a licensee, and which presents to Licensee audited financial statements demonstrating sufficient net worth to establish its ability to match an offer to purchase the Station. Any such assignment will be consistent with the terms and conditions of Section 27A.

28. Mergers, Acquisitions and Sales. During the term hereof, Licensee will not merge into or consolidate with any other person, conduct any asset sale or acquire (whether directly or indirectly) any additional station or any business unit, or change its corporate structure, without the prior written approval of Broker, which approval will not unreasonably be withheld.

29. Third Party Dealings. During the term hereof, neither Licensee nor Broker will hold itself out as being vested with any power or right to bind contractually or act on behalf of the other as its broker, agent or otherwise, for any purpose whatsoever.

30. FCC Compliance. In the event that a change in FCC rules or policies makes it necessary to obtain FCC approval for the implementation, continuation or further effectuation of this Agreement, both parties agree to use their best efforts to diligently prepare, file and prosecute before the FCC all petitions, waiver requests, applications, amendments, rule making comments and other documents necessary to secure or retain FCC approval of all aspects of the Agreement. No such filing will be made unless both Broker and Licensee have first reviewed it and consented to its submission.

31. New Technologies. In the event that, during the term hereof, a High Definition Television simulcast channel is allocated to the Station by the FCC, the parties agree that Broker will have the exclusive option to construct the transmission facility and the parties agree to bargain in good faith to reach an agreement which conforms in all respects with FCC rules and policies for the provision of programming by Broker on such channel.

32. Public Announcements. Except as may be required by law or governmental agency, no announcements to the press or to any third party of the transactions contemplated herein will be made by either party unless approved in advance in writing by both Broker and Licensee.

33. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or mailed, certified or registered mail with postage prepaid, or sent by telex, telegram or telecopy, as follows:

If to Licensee: National Indian Media Foundation
103 Patrick SE
Vienna, Virginia 22180
Attn: Mr. Ronald S. Holt

with a copy
which will not
constitute notice to: Cohn & Marks
1333 New Hampshire Avenue, NW
Suite 600
Washington, D.C. 20036-1573
Attn: Wayne Coy, Jr., Esq.

If to Broker:

Big Horn Communications, Inc.
445 South 24th Street West
Billings, Montana 59102
Attn: Mr. Thomas Hendrickson

with a copy
which will not
constitute notice to:

Brinig and Bernstein
1818 N Street, N.W.
Suite 200
Washington, D.C. 20036
Attn: Lawrence Bernstein, Esq.

or to such other additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 34.

34. Entire Agreement. This Agreement supersedes all prior negotiations between Broker and Licensee and all letters of intent and other writings related to such negotiations, and cannot be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.

35. GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MONTANA.

36. Headings. The headings herein are included for ease of reference only and will not control or affect the meaning or construction of the provisions of this Agreement.

37. Gender and Number. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender: masculine, feminine or neuter; and any other number: singular or plural; as the context requires.

38. Benefit and Binding Effect. This Agreement may not be assigned by either party without the express written approval of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

39. Counterparts. This Agreement may be signed in one or more counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

40. No Partnership or Joint Venture Created. Nothing in this Agreement will be construed to make Licensee and Broker partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

41. Severability. If any provision of this Agreement or the application thereof to any person or circumstance will be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greater extent permitted by law.

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

LICENSEE:

NATIONAL INDIAN MEDIA FOUNDATION

By: Ronald S. Holt
Ronald S. Holt
President

BROKER:

BIG HORN COMMUNICATIONS, INC.

By: Thomas Hendrickson
Thomas Hendrickson
President

EXHIBIT A

Broker's Program Service

The programming being supplied by the Broker for the time periods being brokered will be that of a traditional Fox Network Affiliate. This will include entertainment, news and public affairs programming selected to meet the desires and needs of the station's viewers. It will include children's programming, including programs intended to comply with FCC policies for the educational and other needs of children. It will comply with all FCC rules and regulations.

AMENDMENT TO TIME BROKERAGE AGREEMENT

THIS AMENDMENT TO TIME BROKERAGE AGREEMENT (this "Amendment") is made as of June 6, 2000 between Quorum Broadcasting of Montana, LLC, a Delaware limited liability company ("Broker"), and Wolf Mountain Broadcasting, Inc., a Montana corporation ("Licensee").

Recitals

Broker (indirect assignee of Big Horn Communications, Inc.) and Licensee (formerly known as National Indian Media Foundation) are parties to a Time Brokerage Agreement (the "TBA") dated December 14, 1994, with respect to television broadcast station KHMT-TV (formerly KOUS-TV), Hardin, Montana (the "Station"). This is the TBA Amendment referred to in Section 1.5 of the Option Agreement of even date herewith between Broker (as Buyer) and Licensee (as Seller) with respect to the Station.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties agree as follows:

1. Amendments. The parties hereby amend the TBA as follows:

(a) Section 2 (Payments) of the TBA is hereby amended to delete such section in its entirety effective at 12:01 a.m. on June 1, 2000, and to insert in lieu thereof at such time the new Section 2 attached hereto as Exhibit 1;

(b) Section 31 (New Technologies) of the TBA is hereby amended to delete such section in its entirety and to insert in lieu thereof the new Section 31 attached hereto as Exhibit 2;

(c) Section 23B (Termination), the first sentence of Section 24 (Cancellation), Section 25 (Liquidated Damages), Section 27 (Right of First Refusal) and Section 28 (Mergers, Acquisitions and Sales) of the TBA are each hereby deleted in their entirety; and

(d) The TBA shall be freely assignable by Broker, and Broker may assign the TBA without the consent of Licensee, provided, however, that any such assignee shall be legally qualified to be a broadcast licensee of the FCC under the Communications Act of 1934, as amended, and the rules and written policies of the FCC. Broker shall give Licensee written notice of any such assignment. Any such assignment shall not modify the terms and conditions of the TBA, as amended.

2. Miscellaneous. Capitalized terms used herein and not defined shall have the respective meanings set forth in the TBA. This Amendment may be executed in separate counterparts each of which shall be deemed an original but which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

824953v4

SIGNATURE PAGE TO AMENDMENT TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first set forth above.

BROKER:

QUORUM BROADCASTING OF MONTANA, LLC

By: David Pulido
Name: DAVID PULIDO
Title: Exec. V.P.

LICENSEE:

WOLF MOUNTAIN BROADCASTING, INC.

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO AMENDMENT TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first set forth above.

BROKER:

QUORUM BROADCASTING OF MONTANA, LLC

By: _____

Name:

Title:

LICENSEE:

WOLF MOUNTAIN BROADCASTING, INC.

By: Ronald Hols

Name:

Title: President

KHMT-TV TBA AMENDMENTExhibit 1

2. Payments. Commencing June 1, 2000 and thereafter during the term of this Agreement, Broker shall pay Licensee:

(i) monthly in arrears, an amount equal to the reasonable legal expenses (including FCC fees), utility expenses and General Manager salary expense incurred by Licensee in operating the Station in the ordinary course of business and consistent with past practice during the term of this Agreement; and

(ii) monthly in advance, the sum of \$1,666.67, to reimburse the salary expense of one additional Station employee and the other reasonable operating expenses of the Station incurred by Licensee in the ordinary course of business and consistent with past practice during the term of this Agreement not exceeding \$20,000 per year. Said monthly salary may be increased by Licensee by up to five percent (5%) per year commencing January 1, 2001, provided that the annual amount of \$20,000 is not exceeded.

When requested by Broker (and in any event not later than the tenth day of each month), Licensee shall provide Broker such documentation as is necessary to determine reimbursable Station operating expenses.

If Licensee preempts, rejects or otherwise refuses to broadcast any of Broker's programming during the term of this Agreement, then Licensee shall broadcast substitute programming of equal or greater value to Broker (it being understood that Broker is entitled to all revenues of the Station during the term of the this Agreement).

KHMT-TV TBA AMENDMENTExhibit 2

31. New Technologies. Notwithstanding anything in this Agreement to the contrary, Licensee and Broker agree as follows:

(a) All FCC frequency allocations that are now or may become available for use by the Station, including without limitation the digital television ("DTV") allotment listed in Appendix B to the FCC's Second Memorandum Opinion and Order on Reconsideration of the Fifth and Sixth Report & Orders in MM Docket No. 87-268 (released December 18, 1998) (the "DTV Allotment"), are included under the provisions of this Agreement. Without limiting the foregoing, Broker shall have the right to provide the programming or other content for any such DTV channel and shall have the exclusive right to all revenues therefrom for no additional consideration to Licensee.

(b) Licensee shall diligently prosecute the Station's DTV applications until grant thereof by final and non-appealable order of the FCC, shall deliver to Broker copies of all pleadings, correspondence and other documents prepared or received by it with respect to, and otherwise keep Broker fully informed of the status of, such applications, and consult with Broker in advance with respect to all of Licensee's actions in connection therewith. If requested by Broker, promptly upon grant of any such application Licensee shall construct the facilities authorized thereby in accordance with Section 31(e) below. If requested by Broker, Licensee shall also participate in any assignment negotiations and channel-pairing negotiations with other broadcasters, broadcasting organizations, and the FCC, and shall consult with Broker in advance with respect to all such negotiations.

(c) All services that now or hereafter may be provided by the Station are included under the provisions of this Agreement. Without limiting the foregoing, Broker shall have the right to provide the programming or other content and other services and shall have the exclusive right to all revenues therefrom for no additional consideration to Licensee. If requested by Broker, Licensee shall promptly construct the facilities necessary to provide such services in accordance with Section 31(e) below.

(d) All other new technologies that now or hereafter may be provided by the Station over the NTSC or any DTV or other channel, including without limitation those authorized in the Fifth Report & Order in MM Docket No. 87-268 (released April 21, 1997); the Memorandum Opinion and Order on Reconsideration of the Fifth Report and Order in MM Docket No. 87-268 (released February 23, 1998); and the Second Memorandum Opinion and Order on Reconsideration of the Fifth and Sixth Report & Orders MM Docket No. 87-268 (released December 18, 1998), are included under the provisions of this Agreement. Without limiting the foregoing, Broker shall have the right to provide the programming or other content for such services and shall have the exclusive right to all revenues therefrom for no additional consideration to Licensee. If requested by Broker, Licensee shall promptly construct the facilities necessary to provide such services in accordance with Section 31(e) below. As used

herein, the term "new technologies" shall include, without limitation, transmission of compressed digital multi-channel DTV, NTSC video or audio signals, ancillary or primary digital voice or data telecommunications services, interactive services, subscription video and other new technologies.

(e) If Licensee is obligated to construct facilities (the "New Facilities") pursuant to this Section, the parties intend to enter into an agreement pursuant to which Broker will procure, install, own, and lease to Licensee for the term of this Agreement, the New Facilities. If this Agreement terminates while Licensee is the FCC licensee of the Station, Licensor shall have the right to purchase the New Facilities for an amount equal to fair market value, as determined below. The fair market value of the New Facilities will be the value agreed upon by the parties or, if the parties are unable to agree, the value determined promptly by appraisers who have experience in the valuation of such facilities. One appraiser will be selected and paid for by Broker and one appraiser will be selected and paid for by Licensee. If the appraisals prepared by the two appraisers are 10% or less apart, the appraisals will be averaged to obtain fair market value. If the appraisals are more than 10% apart, the two appraisers will appoint a third appraiser, the services of which will be paid for equally by Broker and Licensee. After the third appraisal is completed the fair market value will be determined by averaging the two closest in dollar value of the three appraisals.

AMENDMENT TO TIME BROKERAGE AGREEMENT

This AMENDMENT TO TIME BROKERAGE AGREEMENT (this "Amendment") dated as of this 23 day of January, 2002 is made by and between Quorum Broadcasting of Montana, LLC, a Delaware limited liability company ("Broker"), and VHR Broadcasting of Billings, LLC, a Delaware limited liability company ("Licensee").

WHEREAS, Broker (an indirect assignee of Big Horn Communications, Inc.) and Licensee (the assignee of Wolf Mountain Broadcasting, Inc. f/k/a National Indian Media Foundation) are parties to a Time Brokerage Agreement ("TBA") dated as of December 14, 1994, with respect to television broadcast station KHMT, Hardin, Montana (the "Station").

WHEREAS, this amendment is entered into pursuant to Section 1.5 of the Option Agreement between Broker and Licensee dated as of the date hereof. Capitalized terms used herein and not otherwise defined herein shall have the meaning(s) assigned to them in the Option Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the TBA as follows:

1. Exhibit 1 to the Amendment to Time Brokerage Agreement dated as of June 6, 2000, by and between Broker and Wolf Mountain Broadcasting, Inc. (the "June 2000 Amendment"), which amended Section 2 (Payments) of the TBA, is deleted in its entirety to insert the following in lieu thereof, effective as of 12:01 a.m. as of the date hereof:

2. **Payments.** Broker hereby agrees to make the following payments to Licensee during the term of this Agreement:

All actual expenses associated with the operation of the station, including, but not limited to, telephones, repair and maintenance of equipment and real property, utilities, a general manager's salary, an administrative person's salary, an engineer on contract basis, taxes, insurance, and accounting and legal fees shall be reimbursed by Broker to Licensee on a monthly basis within five business days of Broker's receipt of an itemized list of expenses paid by Licensee during the prior month.

2. Section 33 is deleted in its entirety to insert the following in lieu thereof as of the date hereof:

33. **Notices.** All notices, requests, demands, waivers, and other communications required or permitted to be given under this Agreement shall be in writing and will be deemed to have been duly given if delivered personally or mailed, certified or registered mail, postage prepaid or sent by a recognized overnight delivery service, as follows:

If to Licensee: VHR Broadcasting of Billings, LLC
9420 Berkshire Court
Brentwood, TN 37027
Attention: Victor Rumore

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

Fletcher Heald and Hildreth, PLC
1300 North 17th Street
11th Floor
Arlington, VA 22209
Attention: Harry Martin

If to Broker: Quorum Broadcasting of Montana, LLC
10 New England Business Center
Suite 100
Andover, MA 02180
Attention: David Pulido

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

Drinker Biddle & Reath LLP
1500 K Street, NW
Suite 1100
Washington, DC 20005
Attention: Howard M. Liberman

3. Except as expressly set forth in this Amendment, the parties agree that the terms, provisions, agreements and covenants set forth in the TBA, as amended by the June 2000 Amendment, remain in full force and affect, and are hereby ratified and confirmed, and the execution of this Amendment does not in any manner operate as a waiver of, consent to or amendment of any other term, provision, agreement or covenant to the TBA

4. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

[SIGNATURE PAGE FOLLOWS]

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

**QUORUM BROADCASTING OF MONTANA,
LLC**

By: David Pulido
Name: DAVID Pulido
Title: Exec. VP.

VHR BROADCASTING OF BILLINGS, LLC

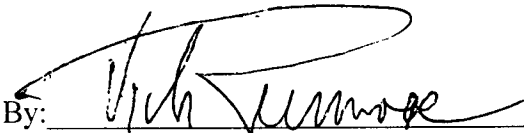
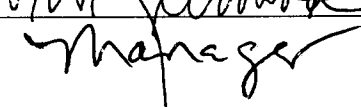
By: _____
Name: _____
Title: _____

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

**QUORUM BROADCASTING OF MONTANA,
LLC**

By: _____
Name:
Title:

VHR BROADCASTING OF BILLINGS, LLC

By:  _____
Name: 
Title: