

**AMENDMENT NUMBER TWO  
TO  
ASSET PURCHASE AGREEMENT**

This Amendment Number Two (the "Amendment") to that certain Asset Purchase Agreement entered into as of August 13, 2003, as amended by Amendment Number One dated as of May 18, 2004 ("Amendment Number One"), by and among KULR CORPORATION, L.L.C., a Delaware limited liability company ("KULR"), KFBB CORPORATION, L.L.C., a Delaware limited liability company ("KFBB" and collectively with KULR the "Sellers" and each, a "Seller"), WOOSTER REPUBLICAN PRINTING COMPANY, an Ohio corporation ("Parent"), MAX MEDIA OF MONTANA II LLC, a Virginia limited liability company (the "Company") and MMM LICENSE LLC, a Virginia limited liability company ("License Sub" and collectively with the Company, the "Buyer"), is entered into as of May 26, 2004 by and among Sellers, Parent and Buyer. The Agreement as amended by Amendment Number One and this Amendment is the "Agreement."

**RECITALS**

Because the FCC Application for the purchase of all of the Stations has not yet been approved due to Buyer's Affiliates' existing television broadcasting station in Great Falls, Montana ("KTGF"), Sellers have agreed to sell and Buyer has agreed to purchase the KFBB Stations and the KFBB Assets at a separate Closing.

**Now, therefore, in consideration** of the premises and the mutual promises, representations, warranties and covenants contained in the Agreement as amended by this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General Provisions

(a) All capitalized terms not defined in this Amendment shall have the meanings set forth in the Agreement.

(b) Seller's Disclosure Schedule specifically differentiates between Assets relating to KULR and Assets relating to KFBB. "KFBB Assets" means those Assets owned or leased by the Sellers and used or held for use in the operation of the KFBB Stations, including, without limitation, those listed under KFBB on the Disclosure Schedule.

(c) For purposes of the KFBB Closing, the Parties shall treat the Agreement, including the representations and warranties therein, as if it applies only to the KFBB Stations and the KFBB Assets and thus as among KFBB, Parent and Buyer. All provisions should be read consistent with such understanding.

(d) For any matter with respect to the KFBB Closing not specifically addressed in this Amendment, the Parties intend that the Agreement provisions be applied reasonably and consistent with the concept of separate purchases of the KULR Stations and

KULR Assets at the KULR Closing and the KFBB Stations and KFBB Assets at the KFBB Closing or thereafter as provided below.

2. Purchase Price for KFBB Station and KFBB Assets.

(a) The Sellers have agreed to sell and the Buyer has agreed to purchase the KFBB Stations, the KFBB Assets and any other Assets remaining after the purchase of the KULR Stations and KULR Assets.

(b) The KFBB Stations and the KFBB Assets used in connection with the KFBB Stations will be purchased by Buyer from Sellers for \$1,250,000 (the "KFBB Purchase Price"), of which \$1,000,000 will be paid in the form of a nonrefundable deposit in immediately available funds at the KULR Closing and \$250,000 will be paid at the KFBB Closing.

(c) Buyer covenants to use commercially reasonable efforts to (i) assign its contract rights to purchase the KFBB Assets and KFBB Stations to a Third Party Assignee who does not possess an attributable interest in Great Falls, Montana under FCC Rules and policies, and Seller hereby consents to such assignment provided that Buyer remains fully obligated hereunder, or (ii) dispose of television broadcast station KTGF to a Third Party Assignee as soon as possible and will purchase the KFBB Stations and the KFBB Assets as soon as all conditions to Closing with respect to the KFBB Stations and KFBB Assets have been met, as provided in this Amendment and clarified below (the "KFBB Closing"); provided however, that, in either event, such purchase will occur no later than December 31, 2004, unless extended pursuant to Section 3(d) below.

3. Specific Amendments to the Agreement. To clarify certain mechanics of and provisions relating to the KFBB Closing under the Agreement, the Parties agree as follows:

(a) Escrow. As provided in Amendment Number One, \$122,500 of the Earnest Money Escrow Deposit shall be applied against the KFBB Purchase Price at the KFBB Closing and thereafter be held pursuant to an Indemnification Escrow Agreement.

(b) Indemnification. The aggregate deductible referenced in Section 10.6(a)(i) shall remain at \$50,000 and the aggregate ceiling referenced in Section 10.6(a)(ii) shall be \$1,225,000, in each case, less the amounts actually applied against the aggregate deductible and aggregate ceiling under the Agreement with respect to the KULR Closing, KULR Assets and KULR Stations. As a result, the maximum aggregate obligation of Sellers and Parent to indemnify Buyer from and against Deficiencies resulting from the breach of any representations or warranties by the Sellers in the Agreement shall be \$1,225,000.

(c) Subsection (vi) of Section 10.3(b) shall be renumbered as Subsection (vii) and the following shall be added as Subsection (vi) of Section 10.3(b): "Any investigation by a Government Agency or any litigation, proceeding or claim by any third party to the extent it

relates to an alleged claim that the relationship or any agreement between any one or more of Sellers or Buyer on or after the date hereof violates any anti-trust law or and FCC rules or policies.”

(d) Termination. If the KULR Closing occurs on or prior to June 30, 2004 (or on such later date determined by Sellers in their sole discretion), the Final Closing Date for purposes of the KFBB Closing shall be December 31, 2004; provided that Buyer can extend this date on or before December 31, 2004 to March 31, 2005 by delivering written notice to KFBB of its election to do so accompanied by payment of \$250,000 in immediately available funds. If the KFBB Closing does not occur on or prior to December 31, 2004 (subject to extension by Buyer as set forth in the preceding sentence), the Agreement shall terminate with respect to the KFBB Assets and the KFBB Stations, and Sellers shall be entitled to retain the \$1,000,000 nonrefundable deposit. If Buyer exercises its right to extend the Final Closing Date until March 31, 2005 and the KFBB Closing does not occur on or prior to March 31, 2005, the Agreement shall terminate with respect to the KFBB Assets and the KFBB Stations, and Sellers shall be entitled to retain the \$1,000,000 nonrefundable deposit and the \$250,000 paid by Buyer to Sellers for such extension.

4. Other Provisions.

(a) Except as amended by this Amendment, the Agreement remains in full force and effect.

(b) This Amendment may be signed in counterparts, all of which taken together shall constitute one instrument, and any of the parties may execute this Amendment by signing any such counterpart. This Amendment shall become effective upon execution by all parties. A facsimile or e-mail copy will be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized signatories, all as of the day and year first above written.

**BUYER:**

**MAX MEDIA OF MONTANA II LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

John A. Trindor, President

**MMM II LICENSE LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

John A. Trindor, President

**SELLERS:**

**KULR CORPORATION, L.L.C.**

By: [Signature]

Its: Treasurer, Director

**KFBB CORPORATION, L.L.C.**

By: [Signature]

Its: Treasurer, Director

**PARENT:**

**WOOSTER REPUBLICAN PRINTING**

For the sole purpose of guaranteeing the indemnification obligations of Sellers and its and Sellers' obligation under Section 5.12 and 5.13

By: [Signature]

Its: Treasurer, Vice President

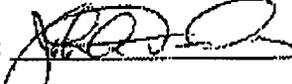
amendment two 5-25,100C

C:\Documents and Settings\pvanouwen\Local Settings\Temporary Internet Files\OLK122\amendment two

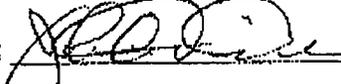
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized signatories, all as of the day and year first above written.

**BUYER:**

**MAX MEDIA OF MONTANA II LLC**

By:   
Its: \_\_\_\_\_  
John A. Trinder, President

**MMM II LICENSE LLC**

By:   
Its: \_\_\_\_\_  
John A. Trinder, President

**SELLERS:**

**KULR CORPORATION, L.L.C.**

By: \_\_\_\_\_  
It: \_\_\_\_\_

**KFBB CORPORATION, L.L.C.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PARENT:**

**WOOSTER REPUBLICAN PRINTING**

For the sole purpose of guaranteeing the indemnification obligations of Sellers and its and Sellers' obligation under Section 5.12 and 5.13

By: \_\_\_\_\_  
Its: \_\_\_\_\_