

AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between

Re: Gary M. Cocola

And KT Broadcasting, Inc.
Provo Broadcasting, LLC
Ronald L. Ulloa
Channel Thirty-Two Television Company
Kaleidoscope Partners
KM Communications
Kimberly Kralowec
Richard S. Losee
Caroline Powley
Turner Enterprises
Venture Technologies Group, LLC
Winstar Broadcasting Corp.

AMENDMENT TO STIPULATION AND SETTLEMENT AGREEMENT

ADMINISTRATOR: Jill A. Siegrist

Case No. 77 168 160 02 JISI

This Amendment to Stipulation and Settlement Agreement (“Amendment”) is made and entered into among certain members of Provo Broadcasting, LLC, as evidenced by the signatures set forth below.

Recitals

A. As of August 12, 2002, all members of Provo Broadcasting except KT Broadcasting, Inc. have executed the Stipulation and Settlement Agreement (the “Stipulation”) prepared and circulated by Gary M. Cocola.

B. On August 28, 2002, the Arbitrator in the above-captioned arbitration held a hearing during which certain amendments to the Stipulation were discussed. The purpose of this Amendment is to set forth the parties’ agreement to the amendments to the Stipulation discussed during said hearing.

C. All capitalized terms in this Amendment shall have the same meaning ascribed to them in the Stipulation.

Agreement

NOW, THEREFORE, the undersigned agree as follows:

1. The Stipulation is modified as set forth in this Amendment.
2. Paragraph 2 of the Stipulation is hereby amended to add the following language at the end of said paragraph:

The Arbitrator is authorized and directed to (i) direct the Successful Offeror to deposit the proceeds from the sale of the Permit into a money market account in the name of and for the benefit of Provo Broadcasting at Zions Bank in Salt Lake City, Utah (the "Account"), and (ii) enter into any contracts or agreements (e.g., account agreement, depository agreement, escrow agreement and escrow instructions) with Zions Bank on behalf of Provo Broadcasting as the Arbitrator may deem appropriate or necessary relating to the Account, including, without limitation, instructions providing that the funds in the Account are to be received and distributed in accordance with the terms of the Stipulation and this Amendment. The parties understand that Zions Bank will charge a fee of approximately Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) per year for its services relating to the Account, and the parties agree that all fees charged by Zions Bank relating to the Account will be deducted from the proceeds received from sale of the Permit.

3. Paragraph 3 of the Stipulation is deleted and replaced with the following:

The assignment and sale of the Permit is subject to the prior consent and approval of the FCC. As set forth in Section 21.b(ix). of the Agreement, the attorney for the Successful Offeror will prepare any necessary applications seeking FCC consent to the assignment or sale of the Permit (including, without limitation, a response to questions 1, 2, 3, 7 and 8 of Section II of FCC Form 314 that are applicable to Provo Broadcasting), which shall be filed with the FCC and the filing fee paid by the Successful Offeror within ten (10) business days of being declared the Successful Offeror. Notwithstanding the foregoing, the Arbitrator may, as he deems appropriate or necessary, employ counsel to represent Provo Broadcasting and/or the Arbitrator in connection with any matter relating to the assignment or sale of the Permit. Such counsel shall be paid from the sale proceeds received for the Permit. All members shall fully and timely cooperate with such counsel. Prior to the auction of the Permit on September 18, 2002, each member shall provide the Arbitrator, in both written and electronic form, with a response to questions 4, 5, 6 and 9 of Section II of FCC Form 314 that are applicable to a "party to the application," including a detailed statement of all media interests held or owned by the member. The Successful Offeror shall prosecute such applications with all reasonable diligence and otherwise use its best efforts to obtain approval of the applications as expeditiously as practicable.

Neither any of the undersigned nor Provo Broadcasting shall take or omit to take any action that would be inconsistent with such applications or the consummation of the assignment of the Permit to the Successful Offeror.

In the event the FCC does not approve the assignment and sale resulting from the auction on September 18, 2002, (the "Initial Assignment/Sale") by January 21, 2003 at 9:00 a.m. Mountain Standard Time, the Arbitrator shall hold a hearing on that date and time (the "Hearing") to determine whether for good cause shown the date and time for obtaining FCC consent and approval of the Initial Sale/Assignment should be extended for a reasonable time period beyond the date of that Hearing. In determining whether good cause has been shown for such an extension, the Arbitrator may consider whatever facts and circumstances he deems relevant, including, but not limited to, (i) whether the Successful Offeror has prosecuted such applications with all reasonable diligence and otherwise used its best efforts to obtain a grant of the applications as expeditiously as practicable, (ii) the likelihood that the FCC will grant the applications of the Successful Offeror, and (iii) the timeframe in which the FCC is likely to grant the applications of the Successful Offeror. Any briefs relating to issues involved in the January 21, 2003, Hearing must be served on the Arbitrator and all parties (by facsimile) by January 10, 2003, at 5:00 p.m. Mountain Standard Time. In the event the Arbitrator determines there is not good cause for such an extension, the Arbitrator shall (i) declare the Initial Assignment/Sale null and void, and, in that event, the funds in the Account (including interest, but less bank and legal fees relating to the Account) shall be promptly returned to the Successful Offeror, and (ii) conduct another sale and assignment of the Permit under the Dispute Resolution Procedure of Section 21 of the Agreement within fifteen (15) days after making such determination, pursuant to the terms and provisions of the Stipulation and this Amendment. In the event the Arbitrator determines there is good cause for such an extension, the Arbitrator shall grant such an extension for a reasonable period of time (the "Extension"). In the event the FCC does not approve the Initial Assignment/Sale by the date and time specified in the Extension, the Arbitrator shall (i) immediately declare the Initial Assignment/Sale null and void, and, in that event, the funds in the Account (including interest, but less fees relating to the Account) shall be promptly returned to the Successful Offeror, and (ii) conduct another sale and assignment of the Permit under the Dispute Resolution Procedure of Section 21 of the Agreement within fifteen (15) days after the expiration of the Extension, pursuant to the terms and provisions of the Stipulation and this Amendment.

4. Section 21.b(iii) of the Agreement (Minimum Opening Offer) shall not apply to the sale of the Permit under the Stipulation and this Amendment. Notwithstanding the foregoing, the minimum opening offer shall be Twenty Five Thousand and no/100 Dollars (\$25,000.00) as set forth in Paragraph 2 of the Stipulation.

5. Notwithstanding the provisions of Section 21.b(ii) of the Agreement, the sale of the Permit shall occur on September 18, 2002, commencing at 9:00 a.m. Mountain Daylight Time *via* telephone conference.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. Delivery by facsimile of a signed counterpart of this Amendment shall be the same as delivery of the original and shall be effective and legally binding.

7. In the event that any one or more of the provisions contained in this Amendment shall be declared invalid, void or unenforceable, the remainder of the provisions of this Amendment shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

8. The Agreement, Stipulation and this Amendment constitute the entire understanding between the undersigned with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions, and preliminary agreements relating to the subject matter hereof. To the extent that there are inconsistent or contradictory provisions among the Agreement, Stipulation and this Amendment, the terms of the latest document shall control.

9. This Amendment may not be modified, waived, amended, or changed unless the same is in writing and signed by all of the undersigned.

10. Except as expressly set forth in this Amendment, the Stipulation remains in full force and effect and unmodified.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the dates set forth by their respective signatures.

GARY M. COCOLA

Date _____

KT BROADCASTING, INC.

By _____
Its _____
Date _____

PROVO BROADCASTING, LLC

By _____
Its _____
Date _____

RONALD L. ULLOA

Date _____

**CHANNEL THIRTY-TWO
TELEVISION COMPANY**

By _____
Its _____
Date _____

KM COMMUNICATIONS

By _____
Its _____
Date _____

RICHARD S. LOSEE

Date _____

TURNER ENTERPRISES

By _____
Its _____
Date _____

WINSTAR BROADCASTING CORP.

By _____
Its _____
Date _____

KALEIDOSCOPE PARTNERS

By _____
Its _____
Date _____

KIMBERLY KRALOWEC

Date _____

CAROLINE POWLEY

Date _____

**VENTURE TECHNOLOGIES
GROUP, LLC**

By _____
Its _____
Date _____