

**First Amendment to Time Brokerage Agreement**

This First Amendment to the Time Brokerage Agreement by and between Fisher Radio Regional Group Inc., a Washington corporation ("Fisher") and Idaho Broadcasting Consortium, Inc., an Idaho corporation ("IBC") is dated as of December 31, 2002 (the "Amendment").

**WITNESSETH:**

**WHEREAS**, Fisher and IBC entered into a Time Brokerage Agreement dated as of August 27, 2002 (the "Agreement") regarding the purchase of time on radio broadcast station KSXZ (FM), Pinesdale, Montana (the "Station"); and

**WHEREAS**, Fisher and IBC desire to amend the Agreement as specified herein to clarify the Effective Date of the Agreement, and to modify the Compensation Payment Schedule;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. The first two lines of Paragraph 1 of the Agreement are amended to read as follows:
  1. Time Sale. Subject to the provisions of this Agreement, from and after January 1, 2003 (the "Effective Date"), Licensee ...
2. Paragraph 1 of the Agreement's "Exhibit B - Compensation Payment Schedule", is hereby amended to read as follows:
  1. Unless earlier terminated, pursuant to Section 3 or Section 16 of the Time Brokerage Agreement, Programmer agrees to pay Licensee, a monthly sum of nine-thousand, five-hundred dollars (\$9,500.00), payable in advance on the fifth day of each month, beginning with the Effective Date and continuing for six months thereafter. Commencing on the seventh (7<sup>th</sup>) month of operations under the Time Brokerage Agreement, and continuing until the termination of the Agreement, Programmer agrees to pay Licensee a monthly sum of fourteen-thousand, five-hundred dollars (\$14,500.00) (the \$9,500 and \$14,500 monthly payments, respectively, are the "License Fee").
3. Except as specifically stated herein, there are no other amendments, revisions or changes to the Agreement.
4. Capitalized terms, unless defined herein, are defined in the Agreement.
5. This Amendment and the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

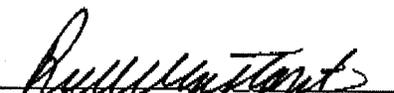
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adverse effect on such party or the operation of the Station to satisfy complainants, if any, or to participate in any evidentiary hearing.

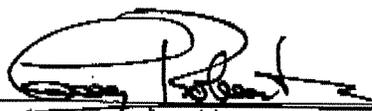
- 4) The deadline for filing the Assignment Application in Paragraph 3 of the Agreement is hereby extended consistent with Paragraph 3 hereof.
- 5) Except as specifically stated herein, there are no other amendments, revisions or changes to the Agreement.
- 6) Capitalized terms, unless defined herein, are defined in the Agreement.
- 7) This Amendment and the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 8) This Amendment may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Amendment may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.
- 9) The Agreement, as amended herein, and exhibit attached thereto, constitute the entire understanding and agreement between the parties with respect to the subject matter contained herein, and supersedes all prior negotiations, agreements or letters of intent between the parties and cannot be amended, supplemented or changed except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, this Amendment has been executed by each of the parties as of the date first written above.

**Idaho Broadcasting Consortium, Inc.**

By:   
Fred Constant, President

**Fisher Radio Regional Group Inc.**

By:   
Larry Roberts, President