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**CHANNEL CHANGE AGREEMENT**

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This Agreement is made and entered into this \_\_\_\_ day of September, 2005, by and between College Creek Broadcasting, Inc. ("College Creek"), permittee of a new station to operate on channel 252C2 at Evanston, WY, with FCC Facility ID #164152 (the "Evanston FM Station"), and Eastern Utah Broadcasting Company ("Eastern Utah"), licensee of Radio Station KARB, Price, UT.

**WHEREAS**, College Creek desires to file a rule making proposal to modify the facilities of the Evanston FM Station and upgrade the station from Class C2 to Class C (the "Evanston Change"); and

**WHEREAS**, Eastern Utah agrees to accommodate the Evanston Change by consenting to and then implementing according to the terms hereunder the following changes relating to Station KARB: change of channel from Channel 252C3 to 237C3 with the allocation reference coordinates and the actual facilities for such change at the current KARB site ("the KARB Change"); and

**WHEREAS**, College Creek is permittee of an FM station to operate on Channel 237A at Wellington, Utah with FCC Facility ID# 164148 (the "Wellington FM Station"); and

**WHEREAS**, together the Evanston Change and the KARB Change will serve the public interest by providing first local service and better service to the public;

**NOW THEREFORE**, for the foregoing reasons and the mutual covenants and agreements set forth herein, College Creek and Eastern Utah hereby agree as follows:

1. College Creek intends to prepare, as appropriate, a rule making proposal or counterproposal for changes in the FM Table of Allotments specifying the Evanston Change and the KARB Change, as well as changes to other stations (the "Rule Making Proposal") for submission to the FCC. College Creek in its sole discretion will decide when and if to file the Rule Making Proposal, and College Creek reserves the right, in its sole discretion, to abandon or withdraw the Rule Making Proposal once filed. College Creek's obligations hereunder are conditioned upon (i) the grant by the FCC of the Rule Making Proposal that enables the filing of a construction permit application to effectuate the Evanston Change and that requires the KARB Channel Change, and (ii) the Rule Making Order's becoming final (that is, no longer subject to further administrative or judicial review under applicable law), unless finality is waived by College Creek in its sole discretion.

2. At the request of College Creek, Eastern Utah shall execute for submission to the FCC its written consent to the KARB Change in the form attached hereto. Eastern Utah further agrees that (a) it shall file with the FCC a construction permit application for the KARB Change (the "KARB Permit Application") on the day after the later of (i) the effective date of the Rule Making Order and (ii) the day the Rule Making Order has become final (unless finality is waived by College Creek at its sole discretion); (b) once the FCC issues such construction permit (the

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"KARB Change Permit"), Eastern Utah shall diligently undertake construction and initiation of operations thereunder, and shall use any and all commercially reasonable efforts to ensure that such construction/initiation of operations is completed no later than three (3) months from the issuance of the KARB Change Permit, provided that, at College Creek's reasonable request, Eastern Utah shall complete construction and/or initiate operations pursuant to the KARB Change Permit at the specific later date(s) requested by College Creek in order to implement at the same time the other station changes to be made pursuant to the Rule Making Order, and (c) Eastern Utah shall file with the FCC a license to cover application (the "KARB License Application") within ten (10) days of initiation of operations under the KARB Change Permit. Eastern Utah agrees that it shall use its best efforts towards the prompt grant of both the Rule Making Order and the KARB Change Permit, including, without limitation, provision of any additional information reasonably requested by the FCC. College Creek agrees to undertake all necessary construction duties, at its expense, to implement the KARB Change at the direction of Eastern Utah.

3. Within 30 days of a grant of the KARB Change Permit, College Creek shall file an application seeking FCC approval to assign the FCC License and transfer all assets associated with the Wellington FM Station to Eastern Utah as reimbursement for implementation of the KARB Change according to the terms hereunder, and upon the later of the FCC grant of consent to such assignment application or within 10 days after grant of the KARB License Application shall consummate such assignment of the FCC license and transfer of all assets to Eastern Utah.

4. Upon execution of this Agreement and upon construction of the Wellington FM Station, College Creek agrees to enter into a Time Brokerage Agreement with Eastern Utah, thereby allowing Eastern Utah to broker time on the Wellington FM Station provided that Eastern Utah reimburses College Creek all reasonable expenses incurred in the operation of the Wellington FM Station while the Time Brokerage Agreement is in effect. College Creek shall complete construction of the Wellington FM Station on Channel 237A within 6 months of execution of this Agreement. In the event that the Rule Making Proposal is dismissed by the Commission for any reason, the Time Brokerage Agreement shall terminate upon 180 days written notice by College Creek and Eastern Utah shall have the option at that time to purchase the Wellington FM Station, including its FCC license and all associated equipment, from College Creek for \$300,000.

5. While the Time Brokerage Agreement is in effect, Eastern Utah shall allow the Wellington FM Station to operate on Channel 237A from the KARB tower, house station equipment in the KARB transmitter building and operate and locate its main studio in the KARB studio building at no charge by Eastern Utah. If space is not available in the KARB transmitter building to house the Wellington FM Station equipment, College Creek, at its expense, shall be permitted to either add on to the existing building or construct a new shelter for the Wellington FM Station at the KARB site at no charge by Eastern Utah for the duration of the Time Brokerage Agreement. In the event that Eastern Utah desires to replace its building with one large enough to house KARB and the Wellington FM Station, College Creek shall reimburse Eastern Utah in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500). As part of constructing the Wellington FM Station, College Creek shall provide the following transmission equipment: transmitter, feed system, and FM antenna (the "Transmission

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Equipment"). College Creek shall also provide the following studio equipment: STL system, EAS Endec, Audio Processor and a STORQ Automation System (the "Studio Equipment"). All other equipment shall be furnished by Eastern Utah. In the event that the Rule Making Proposal is granted, the Wellington FM Station will change channels to Channel 233A at the KARB tower. College Creek agrees to purchase a new FM antenna to construct the Channel 233A facility for its Wellington FM Station. Eastern Utah agrees to allow College Creek to use the former KARB transmitter on the Wellington FM Station at no charge. Once the Wellington FM Station commences operation on Channel 233A, College Creek shall allow Eastern Utah to utilize all of the Transmission Equipment formerly used by the Wellington FM Station while operating on Channel 237A on the new KARB channel, Channel 237C3, at no charge. At the time the parties consummate the assignment of license of the Wellington FM Station to Eastern Utah, all equipment used by the Wellington FM Station, formerly on Channel 237A and currently on Channel 233A, shall be transferred to and become the property of Eastern Utah.

6. College Creek agrees to assist Eastern Utah in filing any application and to pay any fees for such filings specified in this Agreement. College Creek further agrees that it shall also reimburse Eastern Utah for those legal and engineering costs incurred by Eastern Utah implementing the KARB Change up to the amount of TEN THOUSAND DOLLARS (\$10,000.00). Eastern Utah shall from time to time first provide College Creek in writing with an itemized list of legal and engineering expenses incurred by Eastern Utah in making the KARB Change and College Creek shall pay Eastern Utah within ten (10) business days of its receipt of such list.

7. Each party agrees that it will interpose no objection to the filings (including, without limitation, the Rule Making Proposal and amendments thereto and applications for construction permits and licenses) of the other party to change channel, class, equipment, antenna location and/or community of license consistent with the Evanston Change and the KARB Change and the terms of this Agreement. Each party shall cooperate with the requests of the other party to coordinate the submission of applications or related filings with the FCC.

8. College Creek shall be entitled to assign its interest in this Agreement to any person or entity, provided that College Creek shall remain liable for its obligations hereunder. Eastern Utah agrees that it will not assign or transfer its license for Station KARB unless it causes the assignee or transferee thereof to assume Eastern Utah's obligations under this Agreement in a manner reasonably satisfactory to College Creek. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

9. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of this Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefits of this Agreement for any party.

10. This Agreement sets forth the entire understanding of the parties hereto at the time of execution and delivery hereof with respect to the subject matter hereof and may not be amended except by written amendment signed by both parties. All prior agreements between the

parties with respect to the subject matter hereof shall be of no further force or effect. The undersigned each represents and warrants that it has the requisite authority to bind its respective party to the terms and obligations of this Agreement.

11. If either party breaches its obligations under this Agreement, the other party shall have the right to seek injunctive relief and/or specific performance. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy. If a default by College Creek shall occur, Eastern Utah may withdraw its consent given in Exhibit A to the KARB Change and Eastern Utah may take such action as it deems necessary or appropriate to protect its presently licensed KARB facility. In any lawsuit or other action to enforce the provisions of this Agreement or seek damages as a result of a breach of this Agreement, the prevailing party or parties in such a lawsuit or action shall be entitled to an award of reasonable attorneys' fees and costs as shall be determined by the court.

12. This agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument.

13. Except to the extent required by law, neither Eastern Utah nor College Creek shall disclose the existence of this Agreement or make known any of its terms to any person other than its attorneys, engineers, and representatives to whom disclosure is necessary to effectuate the purposes of this Agreement and who are similarly bound to hold the existence of this Agreement and its terms in confidence.

14. This Agreement shall be governed by and construed according to the laws of the State of Utah, specifically excluding its choice-of-laws provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

COLLEGE CREEK BROADCASTING INC.

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

Its:

**EASTERN UTAH BROADCASTING  
COMPANY**

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