

**OMNIBUS FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT
JOINT SALES AGREEMENT
AND
SHARED SERVICES AGREEMENT**

THIS OMNIBUS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT, JOINT SALES AGREEMENT AND SHARED SERVICES AGREEMENT (the "**Amendment**"), made as of August 21, 2008 (the "**Amendment Date**"), is by and among Newport Television License LLC, a Delaware limited liability company ("**License Seller**"), Newport Television LLC, a Delaware limited liability company ("**Operating Seller**" and, together with License Seller, collectively, "**Seller**"), and High Plains Broadcasting, Inc., a Delaware corporation ("**Buyer**").

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of May 19, 2008 (the "**Purchase Agreement**"); that certain Joint Sales Agreement, dated as of May 19, 2008 (the "**JSA**"), and that certain Shared Services Agreement, dated as of May 19, 2008 (the "**SSA**"); and

WHEREAS, Seller and Buyer desire to amend the Purchase Agreement, the JSA and the SSA each as set forth herein to reflect and effect the exclusion of television station KTVX(TV), Salt Lake City, Utah, from the transaction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Amendments to Purchase Agreement.

2.1 The defined term "Stations" as used in herein and in the Purchase Agreement shall be deemed to exclude KTVX(TV), Salt Lake City, Utah, and all references to KTVX(TV), Salt Lake City, Utah, in the Purchase Agreement shall be deemed deleted in their entirety. For purposes of clarity, in no event shall any of Seller's right, title or interest in and to any properties or assets owned by or held for use in connection with the operation of KTVX(TV), Salt Lake City, Utah be included in the Purchased Assets and no liabilities of Seller relating to or arising out of the ownership of KTVX(TV), Salt Lake City, Utah shall be included in the Assumed Liabilities.

2.2 The Purchase Agreement shall be amended to reflect that the Purchase Price (as defined in Section 2.1 of the Purchase Agreement) payable by Buyer

to Seller shall be an aggregate amount equal to One Hundred Million Dollars (\$100,000,000).

2.3 To further effectuate the exclusion of KTVX(TV), Salt Lake City, Utah, and the FCC licenses relating thereto, from the transactions contemplated by the Purchase Agreement, and to remove the incorrect references to station KKEY-LP, Bakersfield, California, and the FCC licenses relating thereto, Schedule 3.9 to the Purchase Agreement setting forth the FCC licenses with respect to each Station is hereby deleted in its entirety and replaced with the schedule attached as Exhibit A hereto.

3. *Amendments to JSA.*

3.1 The defined term “Covered Station” as used in the JSA shall be deemed to exclude KTVX(TV), Salt Lake City, Utah, and all references to KTVX(TV), Salt Lake City, Utah, in the JSA shall be deleted in their entirety.

4. *Amendments to SSA.*

4.1 The defined term “Covered Station” as used in the SSA shall be deemed to exclude KTVX(TV), Salt Lake City, Utah, and all references to KTVX(TV), Salt Lake City, Utah, in the SSA shall be deleted in their entirety.

4.2 Schedule 1-A to the SSA shall be amended by deleting the reference to KTVX(TV), Salt Lake City, Utah and the Base SSA Amount (as defined in the SSA) corresponding thereto. For purposes of clarity, the Base SSA Amount, as such term is defined Schedule A to the SSA shall in no event include the Base SSA Amount with respect to KTVX(TV), Salt Lake City, Utah.

5. *Reaffirmation of the Agreements.* Except as expressly provided herein, the Purchase Agreement, the JSA and the SSA are not amended, modified or affected by this Amendment and the Purchase Agreement, the JSA and the SSA and the rights and obligations of the parties hereto thereunder are hereby ratified and confirmed by the parties in all respects.

6. *Counterparts.* This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Each party will receive by delivery or electronic transmission a duplicate original of the Amendment executed by each party, and each party agrees that the delivery of the Amendment by electronic transmission will be deemed to be an original of the Amendment so transmitted.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Omnibus First Amendment to Asset Purchase Agreement, Joint Sales Agreement and Shared Services Agreement to be duly executed and delivered as of the date above.

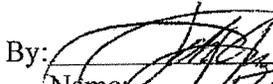
NEWPORT TELEVISION LLC

HIGH PLAINS BROADCASTING, INC.

By: 
Name: John Crossi
Title: VP + Treasurer

By: _____
Name: _____
Title: _____

NEWPORT TELEVISION LICENSE LLC

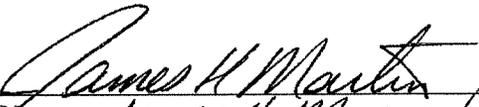
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NEWPORT TELEVISION LLC

HIGH PLAINS BROADCASTING, INC.

By: _____
Name: _____
Title: _____

By: 
Name: JAMES H. MARTIN
Title: PRESIDENT

NEWPORT TELEVISION LICENSE LLC

By: _____
Name: _____
Title: _____