

First Amendment to Asset Purchase Agreement

This First Amendment to the Asset Purchase 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 18, 2002 (the "Amendment").

WITNESSETH:

WHEREAS, Fisher and IBC entered into an Asset Purchase Agreement dated as of October 17, 2002 (the "Agreement") regarding the purchase and sale of the construction permit (the "Permit") and associated assets for Radio Station KSXZ(FM), Pinesdale, Montana; and

WHEREAS, Fisher and IBC desire to amend the Agreement as specified herein to, *inter alia*, provide for a down payment of the Purchase Price (as defined in the Agreement) and to extend the date by which the application for FCC Consent to the assignment of the Permit must be filed.

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) Paragraph 2 of the Agreement is amended to add the following section:

(f) On January 5, 2003 Fisher shall deposit with IBC the sum of Eighty Thousand Dollars (\$80,000) as a down payment of the Purchase Price (the "Down Payment").

2) Paragraph 2(c) of the Agreement is revised to read as follows:

(c) The Deposits and Down Payment (as defined in Paragraph 2(f)) shall be paid by check. The balance of the Purchase Price, less the Deposits and Down Payment, shall be payable by wire transfer or other form of immediately available funds at Closing, as hereinafter defined.

3) Paragraph 3 of the Agreement is revised to read as follows:

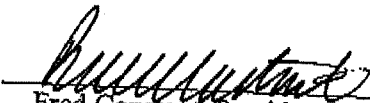
It is specifically understood and agreed by the parties that the assignment of the Permit is expressly conditioned on and is subject to the prior consent of the FCC ("FCC Consent"). On or about December 16, 2002 the parties jointly filed with the FCC an application for assignment of the FCC Authorizations (the "Assignment Application") from IBC to Fisher and on or about December 17, 2002 the filing fee for the Assignment Application was filed with the FCC. Within 5 business days of the execution of this Amendment, the parties shall file an amendment to the Assignment Application to submit this Amendment to the FCC. The parties shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the Assignment Application as expeditiously as practicable, and provide any additional information reasonably requested in order to obtain promptly the requested consent and approval of the Assignment Application, provided that neither of the parties hereto shall have any obligation to take any steps that could have a material

6. 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.


7. 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 supersede 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