

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 9-13-02

KT BROADCASTING, INC.

By _____
Its _____
Date _____

PROVO BROADCASTING, LLC

By _____
Its _____
Date _____

RONALD L. ULLOA

Date _____

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GARY M. COCOLA

KT BROADCASTING, INC.

Date _____

By _____

Its _____

Date _____

PROVO BROADCASTING, LLC

RONALD LULLO

By _____

Date 9/10/02

Its _____

Date _____

**CHANNEL THIRTY-TWO
TELEVISION COMPANY**

By *A. O'Connell*
Its *President*
Date *9/10 02*

KALEIDOSCOPE PARTNERS

By _____
Its _____
Date _____

KM COMMUNICATIONS

By _____
Its _____
Date _____

KIMBERLY KRALOWEC

Date _____

RICHARD S. LOSEE

Date _____

CAROLINE POWLEY

Date _____

TURNER ENTERPRISES

By _____
Its _____
Date _____

**VENTURE TECHNOLOGIES
GROUP, LLC**

By _____
Its _____
Date _____

WINSTAR BROADCASTING CORP.

By _____
Its _____
Date _____

**CHANNEL THIRTY-TWO
TELEVISION COMPANY**

By _____
Its _____
Date _____

KALEIDOSCOPE PARTNERS

By _____
Its _____
Date _____

KM COMMUNICATIONS, INC.

By *Jeffrey L. Timmons*
Its President
Date 9/10/02

KIMBERLY KRALOWEC

Date _____

RICHARD S. LOSEE

Date _____

CAROLINE POWLEY

Date _____

TURNER ENTERPRISES

By _____
Its _____
Date _____

**VENTURE TECHNOLOGIES
GROUP, LLC**

By _____
Its _____
Date _____

WINSTAR BROADCASTING CORP.

By _____
Its _____
Date _____

**CHANNEL THIRTY-TWO
TELEVISION COMPANY**

By _____
Its _____
Date _____

KALEIDOSCOPE PARTNERS

By _____
Its _____
Date _____

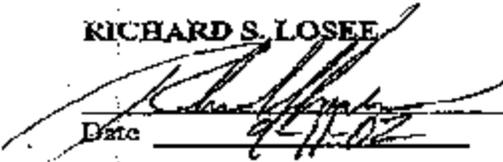
KM COMMUNICATIONS

By _____
Its _____
Date _____

KIMBERLY KRALOWEC

Date _____

RICHARD S. LOSEE


Date 9-11-02

CAROLINE POWLEY

Date _____

TURNER ENTERPRISES

By _____
Its _____
Date _____

**VENTURE TECHNOLOGIES
GROUP, LLC**

By _____
Its _____
Date _____

WINSTAR BROADCASTING CORP.

By _____
Its _____
Date _____

**CHANNEL THIRTY-TWO
TELEVISION COMPANY**

By _____
Its _____
Date _____

KALEIDOSCOPE PARTNERS

By _____
Its _____
Date _____

KM COMMUNICATIONS

By _____
Its _____
Date _____

KIMBERLY KRALOWEC

Date _____

RICHARD S. LOSEE

Date _____

CAROLINE POWLEY

Date _____

TURNER ENTERPRISES

By Marcia T. Turner
Its President/owner
Date 9-10-02

**VENTURE TECHNOLOGIES
GROUP, LLC**

By _____
Its _____
Date _____

WINSTAR BROADCASTING CORP.

By _____
Its _____
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 *Kimberly Kralowec*
Its *Kimberly*
Date *9/10/02*

KIMBERLY KRALOWEC

Date _____

CAROLINE FOWLEY

Date _____

**VENTURE TECHNOLOGIES
GROUP, LLC**

By _____
Its _____
Date _____

SEP-10-02 08:50 FROM

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

Kimberly Kralowec
Date 9/13/02

CAROLINE POWLEY

Date _____

VENTURE TECHNOLOGIES
GROUP, LLC

By _____
Its _____
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

Caroline K. Powley
Date 9/11/02

**VENTURE TECHNOLOGIES
GROUP, LLC**

By _____
Its _____
Date _____

SEP 13 02 11:26 FROM:

**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 Steve Johnson
Its attorney
Date 9-13-02