

**AMENDMENT NUMBER ONE  
TO  
ASSET PURCHASE AGREEMENT**

This Amendment Number One (the "Amendment") to that certain Asset Purchase Agreement (the "Agreement") entered into as of August 13, 2003 by and among KULR CORPORATION, L.L.C., a Delaware limited liability company ("KULR"), KFBB CORPORATION, L.L.C., a Delaware limited liability company ("KFBB" and collectively with KULR the "Sellers" and each, a "Seller"), WOOSTER REPUBLICAN PRINTING COMPANY, an Ohio corporation ("Parent"), MAX MEDIA OF MONTANA LLC, a Virginia limited liability company (the "Company") and MMM LICENSE LLC, a Virginia limited liability company ("License Sub" and collectively with the Company, the "Buyer"), is entered into as of May 26, 2004 by and among Sellers, Parent and MAX MEDIA OF MONTANA II LLC and MMM II LICENSE, L.L.C., as Assignees of the Company and License Sub, respectively. For purposes of the Agreement, the defined terms the "Company" and "License Sub" refer to MAX MEDIA OF MONTANA II LLC and MMM II LICENSE LLC, respectively. The Agreement as amended by this Amendment is the "Agreement" and the Company and License Sub as changed by this Amendment are the "Buyer" for all purposes under the Agreement as amended hereby.

**RECITALS**

Because the FCC Application for the purchase of all of the Stations has not yet been approved due to Buyer's Affiliates' existing television broadcasting station in Great Falls, Montana ("KTGF"), Sellers have agreed to sell and Buyer has agreed to purchase the KULR Stations and the KULR Assets at a separate Closing.

**Now, therefore, in consideration** of the premises and the mutual promises, representations, warranties and covenants contained in the Agreement as amended by this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General Provisions.

(a) All capitalized terms not defined in this Amendment shall have the meanings set forth in the Agreement.

(b) Seller's Disclosure Schedule specifically differentiates between Assets relating to KULR and Assets relating to KFBB. "KULR Assets" means those Assets owned or leased by KULR and used or held for use in the operation of KULR Stations, including, without limitation, those listed under KULR on the Disclosure Schedule. The parties agree that the microwave link from Highway to Helena is a KFBB Asset, not a KULR Asset.

(c) For purposes of the KULR Closing, defined below, the Parties shall treat the Agreement, including the representations and warranties therein, as if it applies only to the

KULR Stations and the KULR Assets and thus as among KULR, Parent and Buyer. All of the Agreement should be read consistent with such understanding.

(d) For any matter with respect to the KULR Closing not specifically addressed in this Amendment, the Parties intend that the Agreement provision be applied reasonably and consistent with the concept of a purchase of only the KULR Stations and KULR Assets at the KULR Closing.

2. Purchase Price for KULR Stations and KULR Assets. Of the Purchase Price provided for in Section 2.5(a) of the Agreement, the KULR Stations and the KULR Assets will be purchased by Buyer from Sellers for \$11,000,000 (the "KULR Purchase Price").

3. FCC Filing. On full execution of this Amendment, the Parties (i) will promptly file with the FCC all documents necessary to purchase the KULR Stations and KULR Assets, (ii) will prosecute those applications diligently and in good faith and (iii) will close the purchase and sale of such Stations and Assets when all conditions to the Closing with respect to the KULR Stations have been met, as provided in the Agreement and clarified below (the "KULR Closing").

4. Specific Amendments to the Agreement. To clarify certain mechanics of and provisions relating to the KULR Closing under the Agreement, the Parties agree as follows:

(a) Escrow. Section 2.4 of the Agreement is hereby amended to provide that \$490,000 of the Earnest Money Escrow Deposit will be applied against the KULR Purchase Price at the KULR Closing and thereafter, will be held pursuant to the Indemnification Escrow Agreement. The Escrow Period (as defined in the Indemnification Escrow Agreement) for such \$490,000 will commence on the date of the KULR Closing. The remaining \$122,500 of the Earnest Money Escrow Deposit will remain in escrow with Escrow Agent pursuant to the Earnest Money Escrow Agreement, with respect to the purchase of the KFBB Stations and KFBB Assets under Amendment Number Two to the Agreement, to be executed after this Amendment, and upon the closing of the purchase and sale of the KFBB Stations and the KFBB Assets, will be held pursuant to a separate Indemnification Escrow Agreement.

(b) Closing Date. Section 2.7 of the Agreement is hereby amended to change the Closing Date with respect to the acquisition of the KULR Stations and KULR Assets (the "KULR Closing Date") to not later than June 30, 2004, or such later date as determined in the sole discretion of KULR for purposes of fulfilling its conditions to Closing. Section 11.1(c) of the Agreement (as amended by Amendment Number One and Amendment Number Two) is hereby amended in its entirety to read as follows: "(c) by either party hereto if the Closing has not taken place by June 30, 2004 (or such later date as determined by Sellers in their sole discretion pursuant to their right to extend)."

(c) Condition to Closing. The FCC shall have granted the application for assignment to Buyer of the FCC licenses for the KULR Stations, but the Agreement is amended to remove all conditions to Closing with respect to the KULR Stations that such grant become a Final Order.

(d) Indemnification. The aggregate deductible referenced in Section 10.6(a)(i) shall remain at \$50,000 and the aggregate ceiling referenced in Section 10.6(a)(ii) shall remain at \$1,225,000. As a result, the maximum aggregate obligation of Sellers and Parent to indemnify Buyer from and against Deficiencies resulting from the breach of any representations or warranties by the Sellers in the Agreement shall be \$1,225,000. The survival period provided for in Section 10.1 shall run from the KULR Closing Date with respect to the KULR Stations, the KULR Assets and the Agreement as applied to the KULR Closing.

(e) Subsection (vi) of Section 10.3(b) shall be renumbered as Subsection (vii) and the following shall be added as Subsection (vi) of Section 10.3(b): "Any investigation by a Government Agency or any litigation, proceeding or claim by any third party to the extent it relates to an alleged claim that the relationship or any agreement between any one or more of Sellers or Buyer on or after the date hereof violates any anti-trust law or and FCC rules or policies."

5. Other Provisions.

(a) Except as amended by this Amendment, the Agreement remains in full force and effect.

(b) This Amendment may be signed in counterparts, all of which taken together shall constitute one instrument, and any of the parties may execute this Amendment by signing any such counterpart. This Amendment shall become effective upon execution by all parties. A facsimile or e-mail copy will be deemed an original.


IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized signatories, all as of the day and year first above written.

**BUYER:**

**MAX MEDIA OF MONTANA II LLC**

By:   
Its: John A. Trinder, President

**MMM II LICENSE LLC**

By:   
Its: John A. Trinder, President

**SELLERS:**

**KULR CORPORATION, L.L.C.**

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

**KFBB CORPORATION, L.L.C.**

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

**PARENT:**

**WOOSTER REPUBLICAN PRINTING**

For the sole purpose of guaranteeing the indemnification obligations of Sellers and its and Sellers' obligation under Section 5.12 and 5.13

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

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**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed by their authorized signatories, all as of the day and year first above written.

**BUYER:**

**MAX MEDIA OF MONTANA II LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
John A. Trinder, President

**MMM II LICENSE LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
John A. Trinder, President

**SELLERS:**

**KULR CORPORATION, L.L.C.**

By: [Signature]  
Its: Treasurer, Director

**KFBB CORPORATION, L.L.C.**

By: [Signature]  
Its: Treasurer, Director

**PARENT:**

**WOOSTER REPUBLICAN PRINTING**

For the sole purpose of guaranteeing the indemnification obligations of Sellers and its and Sellers' obligation under Section 5.12 and 5.13

By: [Signature]  
Its: Treasurer, Vice President

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