

NEWS SERVICES AGREEMENT

This News Services Agreement ("Agreement") is entered into as of June 1, 2005 by and between Wyomedia Corporation ("Wyomedia"), a Wyoming corporation, and Silverton Broadcasting Co., LLC ("Silverton"), a Delaware limited liability company. Wyomedia and Silverton are referred to collectively as the "Parties."

WHEREAS, Silverton provides programming to television broadcast station KTWO-TV, Casper Wyoming ("KTWO"), pursuant to a Time Brokerage Agreement ("TBA") and has entered into an Asset Purchase Agreement ("Purchase Agreement") with Wyoming Channel 2, Inc. ("Channel 2") pursuant to which it has agreed to acquire substantially all of the assets of KTWO.

WHEREAS, Wyomedia owns and operates television broadcast station KFNB(TV), Casper, Wyoming ("KFNB"),

WHEREAS, KFNB and KTWO are collectively referred to as the "Stations."

NOW, THEREFORE, for their mutual benefit and in order to enhance the respective abilities of K-TWO and Wyomedia to provide news services to the viewers in the Casper, Wyoming market, K-TWO and Wyomedia agree as follows:

1. CERTAIN SPECIFIC SHARING ARRANGEMENTS. Silverton and Wyomedia have agreed as follows with respect to the sharing of news programming services, subject in all events to the supervision and control of personnel of the operator of the Station to which such functions relate, from the date hereof to the Second Closing Date, as defined in the Purchase Agreement (the "Interim Period"):

(a) Production and Delivery. Utilizing KFNB producers and on-air talent personnel, Wyomedia will provide daily Monday through Friday one hour and four half-hours and on weekends two half-hours of produced newscast for broadcast on KTWO. Wyomedia will be responsible for writing, producing, and providing the on-air talent for such newscasts. Wyomedia will use reasonable efforts to provide such newscasts that are of a quality appropriate to KTWO's market. Such newscasts will be produced exclusively for Silverton for broadcast on KTWO, but may include non-exclusive videotape, graphics, news stories, field reports and other material. The daily newscasts will have an "on-air appearance" as if they had been originated for KTWO.

(b) Commercial, Advertising and Promotional Spots. Silverton will determine the amount of commercial advertising time and promotional time to be provided for during such newscasts. Silverton will be responsible for the sale of commercial advertising time during such newscasts and will retain all revenue from the sale of such commercial advertising time.

(c) Editorial Control and Responsibility. Wyomedia will use reasonable efforts to maintain a system of editorial review to ensure the accuracy, prior to broadcast, of all investigative reports and other stories prepared by KFNB personnel and included in the

newscasts which Wyomedia provides to Silverton. Wyomedia will indemnify, defend and hold harmless Silverton from any and all demands, claims, actions or causes of action, losses, damages and liabilities, costs and expenses, including reasonable attorneys' fees, incurred by Silverton as a result of the violation or breach of any third parties' rights, or of the FCC's Rules and Regulations, as a result of the provision of any news content provided by Wyomedia or its employees in such newscasts. Silverton will indemnify, defend and hold harmless Wyomedia from any and all demands, claims, actions or causes of action, losses, damages and liabilities, costs and expenses, including reasonable attorneys' fees, incurred by Wyomedia as a result of the violation or breach of any third parties' rights, or of the FCC's Rules and Regulations, as a result of the provision of any content within such newscasts by Silverton or its employees, or any variation by Silverton or its employees of any content provided by Wyomedia or its employees in such newscasts. Each Party will maintain the following types of insurance coverage for no less than the indicated amounts and will deliver to the other Party upon request a certificate of insurance showing the following: (A) comprehensive general liability insurance in an amount of \$1,000,000; (B) worker's compensation and/or disability insurance; and (C) libel/defamation/ First Amendment liability insurance, with a deductible of no more than \$100,000, as to which coverage each Party will name the other party as an additional insured.

(d) ABC News Feeds. Subject to Fox News, Inc. approval, Wyomedia will be free to utilize, at its discretion, the ABC Network News feed footage in the newscasts it produces for Silverton.

(e) Operating Conditions Agreement. Wyomedia and Silverton will collaborate to create a newscast operating conditions agreement or procedural memo which will provide the basis for daily operations, contingencies, KTWO's access to breaking stories, procedures for editorial compliance with FCC Rules and Regulations (including quarterly programs/issues requirements), regularly scheduled operations, editorial and ratings reviews and guidelines for access by Silverton personnel and KTWO customers to KFNB's facilities.

2. CERTAIN SERVICES NOT TO BE SHARED. Newscast Production Personnel. At all times, WyoMedia will have personnel performing the newscast production functions. Such personnel will (i) be retained solely by Wyomedia and will report solely to such Wyomedia, and (ii) have no involvement or responsibility in respect of the operation of KTWO.

3. GENERAL PRINCIPLES GOVERNING SHARING ARRANGEMENT. The arrangements contemplated by this Agreement will be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended, the rules, regulations and policies of the Federal Communications Commission (the "FCC"), as in effect from time to time (the "FCC Rules and Regulations"), and all other applicable laws. The arrangements made pursuant to this Agreement pertain only to news programming, and will not be deemed to constitute "joint sales," "program services," "time brokerage," "local marketing," or similar arrangements or a partnership, joint venture, or agency relationship between the Parties or the Stations, and this arrangement will not be deemed to give either Party any right to control the policies, operations, management or any other matter relating to the Station operated by the other Party.

4. **SERVICES FEE.** In consideration for the services to be provided to KTWO by KFNB personnel as described above, Silverton will pay to Wyomedia the fee (the "Services Fee") described in this Section 4.

(a) **Base Amount.** Subject to the remaining provisions of this Section 4(g), the base amount of the Services Fee will be ~~\$40,000~~ ^{45,000} per month.

(b) **Payment Terms.** The Services Fee will be payable monthly, in arrears, from and after the month during which this Agreement is executed, and will be prorated on a daily basis for the first and last months during which the sharing arrangements described in above are in effect.

5. **FORCE MAJEURE.** If a force majeure event such as a strike, labor dispute, fire, flood or other act of God, failure or delay of technical equipment, war, public disaster, or other reason beyond the cause or control of Wyomedia or Silverton prevents such Party or its personnel from performing tasks which it is required to perform under this Agreement during any period of time, then such failure will not be a breach of this Agreement and such Party will be excused from such performance during that time.

6. **UNENFORCEABILITY.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the Parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the Parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules and Regulations, while attempting to preserve the intent of the Parties as embodied in the provisions of this Agreement. The Parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the Parties are unable to negotiate a mutually acceptable modified Agreement, then either party may terminate this Agreement upon written notice to the other. Upon such termination, Wyomedia shall pay to Silverton all accrued and unpaid Service Fees and each Party shall be relieved of any further obligations, one to the other.

7. **TERM OF SHARING ARRANGEMENTS.** The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is (5) years. Unless otherwise terminated by either Party, the term of this Agreement shall be extended for an additional (5) year term. Either Party may terminate this Agreement at the end of the initial 5 year term by six months prior written notice to the other. Notwithstanding the foregoing, the sharing arrangements contemplated by this Agreement will terminate at Silverton's option, if the assets of Wyomedia relating to KFNB are sold to another party (in any case, the date upon which such termination occurs being the "Cessation Date"). Except as provided in Section 4(b), no termination of this Agreement, whether pursuant to this Section 7 or

otherwise, will affect Silverton Broadcasting's duty to pay any Services Fee accrued, or to reimburse any cost or expense incurred, prior to the effective date of that termination.

8. AMENDMENT AND WAIVER. This Agreement may be amended and any provision of this Agreement may be waived; *provided* that any such amendment or waiver will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party.

9. NOTICES. All notices, demands and other communications given or delivered under this Agreement will be in writing and will be deemed to have been given when personally delivered or delivered by express courier service. Notices, demands and communications to Wyomedia or Silverton Broadcasting will, unless another address is specified in writing, be sent to the address indicated below:

To Wyomedia:

Wyomedia Media, Inc.
1856 Skyview Drive
Casper, Wyoming 82601
Attention: Antoinette Lattea, Secretary

To Silverton:

Silverton Broadcasting Co., LLC
116 Tigertail Road
Los Angeles, California 90049
Attention: Barry Silverton, President

10. ASSIGNMENT; BINDING AGREEMENT. Neither party may assign its rights and obligations, either in whole or in part, without the prior written consent of the other; however, such consent shall not be unreasonably withheld. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

11. NO STRICT CONSTRUCTION. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12. CAPTIONS. The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be deemed to limit, characterize or

in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

13. AUTHORITY; ENTIRE AGREEMENT. Both Silverton and Wyomedia represent that they are legally qualified and able to enter into this Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof, and there are not other agreements, representations, or understandings, oral or written, between them with respect thereto.

14. COUNTERPARTS. This agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

15. GOVERNING LAW. All questions concerning the construction, validity and interpretation of this Agreement will be governed by and construed in accordance with the internal laws of the State of Wyoming, without giving effect to any choice of law or conflict of law provision (whether of the State of Wyoming or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wyoming. In furtherance of the foregoing, the internal law of the State of Wyoming will control the interpretation and construction of this Agreement (and all schedules and exhibits hereto), even if under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

16. PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties and their respective permitted successors and assigns any rights or remedies under or by virtue of this Agreement.

17. WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

18. OTHER DEFINITIONAL PROVISIONS. The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term "including" is used in this Agreement (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

SIGNATURE PAGE TO
NEWS SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this News Services Agreement as of the date first written above.

Silverton Broadcasting Co., LLC

By: Barry Silverton Pres.
Name: Barry Silverton
Title: President

WYOMEDIA CORPORATION.

By: Antoinette Lattea Sec/Treas
Name: Antoinette Lattea
Title: Secretary/Treasurer