

RECIPROCAL ELECTRONIC SITE USE AGREEMENT

This Reciprocal Electronic Site Use Agreement is entered into this 19th day of DECEMBER, 1986, by and between EAGLE COMMUNICATIONS, INC., also doing business as KECI-TV 13, Missoula, KTVM-TV 6, Butte, and KCFW-TV 9, Kalispell ("Eagle") and KPAX-TV, INC., doing business as Channel 8 in Missoula ("KPAX"), and KXLF-TV, INC., doing business as Channel 4 in Butte ("KXLF").

RECITALS:

1. Eagle leased an electronic site from Plum Creek Timber Company, Inc., under a lease dated November 1, 1983, numbered 825-5.84-0010, covering certain premises commonly referred to as "TV Mountain" and located in parts of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 33, Township 15 North, Range 19 West, P.M.M., Missoula County, Montana. Plum Creek Timber Company, Inc., transferred the real property and assigned Eagle's lease to the United States of America, Forest Service, Department of Agriculture, said lease assignment being dated September 21, 1984. To date no new Forest Service special use permit has been issued respecting this site and its use by Eagle so that continued use of the site by Eagle (sometimes the "Primary Lessee" herein) is still pursuant to the aforesaid lease document and assignment.

2. KPAX (sometimes the "Site Owner" herein) owns an electronic site on the Continental Divide commonly known as "XL Heights" and located generally in parts of Sections 13

and 14, Township 3 North, Range 7 West, P.M.M., Jefferson and Silverbow Counties, Montana,

3. KPAX and KXLF are wholly owned subsidiaries of SJL, Inc., and a part of a four station group operating in Montana as the MTN Television Network.

4. The parties have made reciprocal use of the TV Mountain and XL Heights electronic sites and wish to reduce this long-standing arrangement to writing.

THEREFORE, IN CONSIDERATION OF the premises and of the mutual agreements herein, the parties agree as follows:

1. Except as herein otherwise provided, so long as KXLF operates its transmitter facilities on XL Heights, Eagle may operate and maintain its Channel 6 transmitter facilities on XL Heights as a "Subordinate Use" without charge for such use.

2. Except as herein otherwise provided, so long as Eagle is permitted to operate its Channel 13 transmitter facilities on TV Mountain, KPAX will be allowed to operate and maintain its Channel 8 transmitter facilities on TV Mountain as a "Subordinate Use" without charge for such use.

3. The use of TV Mountain by KPAX and the use of XL Heights by Eagle are reciprocal uses, each compensating for the other, derived from and subordinate to the rights of the Site Owner or Primary Lessee. Should either Subordinate Use cease, then the other may not continue without payment of reasonable compensation to the Site Owner or Primary Lessee depending on which site continues to be used.

4. Each of the parties is familiar with the equipment and use by the other party at these two sites and agrees that the Subordinate Use at each site shall create no interference with the equipment or signals of the dominant party at each site and will take all measures reasonably necessary to prevent such interference. Each party shall maintain and operate its own equipment at its own expense.

5. Eagle shall use its best efforts to obtain from the Forest Service its consent to this agreement under the existing lease on TV Mountain or any future special use permit issued to Eagle or under which Eagle may continue to operate on TV Mountain.

6. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. None of the parties shall assign its rights or obligation under this agreement without the consent of the other parties, which consent shall not be unreasonably withheld. Eagle does consent to assignment by KPAX and KXLF of their rights and obligations hereunder to Evening Post Publishing Company, a South Carolina corporation, pursuant to an agreement for the sale of substantially all of the assets of those corporations to Evening Post under their agreement dated November _____, 1986, which is expected to close on or about December 18, 1986 (the "Closing Date"). Upon assignment by KXLF and KPAX to Evening Post under said Agreement, Evening Post will assume the obligations and liabilities of KXLF and KPAX under this agreement.

Effective upon such assumption by Evening Post, Eagle agrees to release KPAX and KXLF from all obligations or liabilities accruing hereunder on or after the Closing Date.

IN WITNESS WHEREOF, the parties have, by their respective officers, all duly authorized, executed this agreement on the day and year first above written.

EAGLE COMMUNICATIONS, INC.

By: Michael J. Stohler
Its Vice President

KPAX-TV, INC.

By: [Signature]
Its President

KXLF-TV, INC.

By: [Signature]
Its President

STATE OF MONTANA)
 :
 County of Missoula) SS.

On this 12 day of Dec., 1986, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Michael J. Stocklin, known to me to be the VICE PRESIDENT of EAGLE COMMUNICATIONS, INC., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jean Crepeau
Notary Public for the State of Montana
Residing at Missoula, Montana
My Commission expires: 7/31/87

(NOTARIAL SEAL)

STATE OF MONTANA)
 :
 County of Yellowstone) SS.

On this 10th day of December, 1986, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George D. Lilly, known to me to be the President of KPAX-TV, INC., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lorraine E. Hansen
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: July 25, 1989

(NOTARIAL SEAL)

STATE OF MONTANA)
 : SS.
County of Yellowstone)

On this 10th day of December, 1986, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George D. Lilly known to me to be the President of KXLF-TV, INC., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lorraine E. Hansen

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires: July 25, 1989

(NOTARIAL SEAL)