

## AMENDMENT TO TIME BROKERAGE AGREEMENT

THIS AMENDMENT TO TIME BROKERAGE AGREEMENT (this "Amendment") is made as of June 6, 2000 between Quorum Broadcasting of Montana, LLC, a Delaware limited liability company ("Broker"), and Wolf Mountain Broadcasting, Inc., a Montana corporation ("Licensee").

### Recitals

Broker (indirect assignee of Big Horn Communications, Inc.) and Licensee (formerly known as National Indian Media Foundation) are parties to a Time Brokerage Agreement (the "TBA") dated December 14, 1994, with respect to television broadcast station KHMT-TV (formerly KOUS-TV), Hardin, Montana (the "Station"). This is the TBA Amendment referred to in Section 1.5 of the Option Agreement of even date herewith between Broker (as Buyer) and Licensee (as Seller) with respect to the Station.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties agree as follows:

1. Amendments. The parties hereby amend the TBA as follows:

(a) Section 2 (Payments) of the TBA is hereby amended to delete such section in its entirety effective at 12:01 a.m. on June 1, 2000, and to insert in lieu thereof at such time the new Section 2 attached hereto as Exhibit 1;

(b) Section 31 (New Technologies) of the TBA is hereby amended to delete such section in its entirety and to insert in lieu thereof the new Section 31 attached hereto as Exhibit 2;

(c) Section 23B (Termination), the first sentence of Section 24 (Cancellation), Section 25 (Liquidated Damages), Section 27 (Right of First Refusal) and Section 28 (Mergers, Acquisitions and Sales) of the TBA are each hereby deleted in their entirety; and

(d) The TBA shall be freely assignable by Broker, and Broker may assign the TBA without the consent of Licensee, provided, however, that any such assignee shall be legally qualified to be a broadcast licensee of the FCC under the Communications Act of 1934, as amended, and the rules and written policies of the FCC. Broker shall give Licensee written notice of any such assignment. Any such assignment shall not modify the terms and conditions of the TBA, as amended.

2. Miscellaneous. Capitalized terms used herein and not defined shall have the respective meanings set forth in the TBA. This Amendment may be executed in separate counterparts each of which shall be deemed an original but which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

824953v4

SIGNATURE PAGE TO AMENDMENT TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first set forth above.

BROKER:

QUORUM BROADCASTING OF MONTANA, LLC

By: David Pulido  
Name: DAVID PULIDO  
Title: Exec. V.P.

LICENSEE:

WOLF MOUNTAIN BROADCASTING, INC.

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO AMENDMENT TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first set forth above.

BROKER:

QUORUM BROADCASTING OF MONTANA, LLC

By: \_\_\_\_\_  
Name:  
Title:

LICENSEE:

WOLF MOUNTAIN BROADCASTING, INC.

By: Ronald Holt  
Name:  
Title: President

## KHMT-TV TBA AMENDMENT

### Exhibit 1

2. Payments. Commencing June 1, 2000 and thereafter during the term of this Agreement, Broker shall pay Licensee:

(i) monthly in arrears, an amount equal to the reasonable legal expenses (including FCC fees), utility expenses and General Manager salary expense incurred by Licensee in operating the Station in the ordinary course of business and consistent with past practice during the term of this Agreement; and

(ii) monthly in advance, the sum of [REDACTED], to reimburse the salary expense of one additional Station employee and the other reasonable operating expenses of the Station incurred by Licensee in the ordinary course of business and consistent with past practice during the term of this Agreement not exceeding [REDACTED] per year. Said monthly salary may be increased by Licensee by up to [REDACTED] per year commencing January 1, 2001, provided that the [REDACTED] is not exceeded.

When requested by Broker (and in any event not later than the tenth day of each month), Licensee shall provide Broker such documentation as is necessary to determine reimbursable Station operating expenses.

If Licensee preempts, rejects or otherwise refuses to broadcast any of Broker's programming during the term of this Agreement, then Licensee shall broadcast substitute programming of equal or greater value to Broker (it being understood that Broker is entitled to all revenues of the Station during the term of the this Agreement).

## KHMT-TV TBA AMENDMENT

### Exhibit 2

31. New Technologies. Notwithstanding anything in this Agreement to the contrary, Licensee and Broker agree as follows:

(a) All FCC frequency allocations that are now or may become available for use by the Station, including without limitation the digital television ("DTV") allotment listed in Appendix B to the FCC's Second Memorandum Opinion and Order on Reconsideration of the Fifth and Sixth Report & Orders in MM Docket No. 87-268 (released December 18, 1998) (the "DTV Allotment"), are included under the provisions of this Agreement. Without limiting the foregoing, Broker shall have the right to provide the programming or other content for any such DTV channel and shall have the exclusive right to all revenues therefrom for no additional consideration to Licensee.

(b) Licensee shall diligently prosecute the Station's DTV applications until grant thereof by final and non-appealable order of the FCC, shall deliver to Broker copies of all pleadings, correspondence and other documents prepared or received by it with respect to, and otherwise keep Broker fully informed of the status of, such applications, and consult with Broker in advance with respect to all of Licensee's actions in connection therewith. If requested by Broker, promptly upon grant of any such application Licensee shall construct the facilities authorized thereby in accordance with Section 31(e) below. If requested by Broker, Licensee shall also participate in any assignment negotiations and channel-pairing negotiations with other broadcasters, broadcasting organizations, and the FCC, and shall consult with Broker in advance with respect to all such negotiations.

(c) All services that now or hereafter may be provided by the Station are included under the provisions of this Agreement. Without limiting the foregoing, Broker shall have the right to provide the programming or other content and other services and shall have the exclusive right to all revenues therefrom for no additional consideration to Licensee. If requested by Broker, Licensee shall promptly construct the facilities necessary to provide such services in accordance with Section 31(e) below.

(d) All other new technologies that now or hereafter may be provided by the Station over the NTSC or any DTV or other channel, including without limitation those authorized in the Fifth Report & Order in MM Docket No. 87-268 (released April 21, 1997); the Memorandum Opinion and Order on Reconsideration of the Fifth Report and Order in MM Docket No. 87-268 (released February 23, 1998); and the Second Memorandum Opinion and Order on Reconsideration of the Fifth and Sixth Report & Orders MM Docket No. 87-268 (released December 18, 1998), are included under the provisions of this Agreement. Without limiting the foregoing, Broker shall have the right to provide the programming or other content for such services and shall have the exclusive right to all revenues therefrom for no additional consideration to Licensee. If requested by Broker, Licensee shall promptly construct the facilities necessary to provide such services in accordance with Section 31(e) below. As used

herein, the term "new technologies" shall include, without limitation, transmission of compressed digital multi-channel DTV, NTSC video or audio signals, ancillary or primary digital voice or data telecommunications services, interactive services, subscription video and other new technologies.

(e) If Licensee is obligated to construct facilities (the "New Facilities") pursuant to this Section, the parties intend to enter into an agreement pursuant to which Broker will procure, install, own, and lease to Licensee for the term of this Agreement, the New Facilities. If this Agreement terminates while Licensee is the FCC licensee of the Station, Licensee shall have the right to purchase the New Facilities for an amount equal to fair market value, as determined below. The fair market value of the New Facilities will be the value agreed upon by the parties or, if the parties are unable to agree, the value determined promptly by appraisers who have experience in the valuation of such facilities. One appraiser will be selected and paid for by Broker and one appraiser will be selected and paid for by Licensee. If the appraisals prepared by the [REDACTED] or less apart, the appraisals will be averaged to obtain fair market value. If the appraisals are [REDACTED], the two appraisers will appoint a third appraiser, the services of which will be paid for equally by Broker and Licensee. After the third appraisal is completed the fair market value will be determined by averaging the two closest in dollar value of the three appraisals.