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February 2, 1993

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BY HAND

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Ms. Donna R. Searcy  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

RE: Kalispell, Montana FM Proceeding

Attention: Honorable John M. Frysiak

Dear Judge Frysiak:

Enclosed for filing are an original plus six copies of the parties' "First Amendment to Settlement Agreement" that should be associated with the Joint Request for Approval of Settlement Agreement, filed with you on January 12, 1993.

The enclosed First Amendment was executed at the request of the FCC's Hearing Branch, which we are advised will be promptly filing comments in support of the Joint Request.

Sincerely,

*Robert Thompson*  
Robert Lewis Thompson

Enclosure

cc: Hon. John M. Frysiak  
Larry Miller, Esquire  
Counsel of Record

No. of Copies rec'd 0+6  
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FIRST AMENDMENT TO SETTLEMENT AGREEMENT

FEB - 2 1993

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

CLOUD NINE BROADCASTING, INC. ("CNB"), TOM SEABASE, and SKYLINE BROADCASTERS, INC. ("SBI") (collectively, the "Parties") hereby amend their Settlement Agreement made the eleventh day of January, 1993, to substitute the following paragraph for paragraph seven of the Settlement Agreement as originally executed.

7. (a) Each party hereto agrees to cooperate with each other and with the Commission by expeditiously providing each other or the Commission, or both, with any additional information that may be reasonably required by expeditiously filing any additional documents that may be necessary or appropriate to comply with the Commission's rules or to effectuate the objectives of this Agreement.

(b) SBI and Mr. Seabase agree that neither of them nor, in the case of SBI, any of SBI's principals, will, for a period of seven (7) years from the Closing Date, directly or indirectly, oppose or otherwise impede the FCC's approval of: (i) any amendment that CNB may file to its pending application (see, e.g., Hearing Designation Order at paras. 3-4); or (ii) any "upgrade" or other application concerning this facility that CNB may file with the FCC, provided, however, that the foregoing shall in no way limit SBI's, SBI's principals', or Mr. Seabase's ability to file a bona fide Petition to Deny, Informal Objection, or otherwise bring to the Commission's attention evidence or a belief that CNB or some other party either lacked the basic qualifications to be a

Commission licensee or had or would not operate a broadcast station in the public interest.

(c) CNB agrees that neither it nor any of its principals, will, for a period of seven (7) years from the Closing Date, directly or indirectly, oppose or otherwise impede the FCC's approval of: (i) any petition that SBI may file for the allotment of a new or upgraded allotment at Kalispell, Montana; or (ii) any application for a new, upgraded or existing facility at Kalispell that SBI may file with the FCC within seven (7) years of the Closing Date, provided, however, that the foregoing shall in no way limit CNB's or CNB's principals' ability to file a bona fide Petition to Deny, Informal Objection, or otherwise bring to the Commission's attention evidence or a belief that SBI or some other party either lacked the basic qualifications to be a Commission licensee or had or would not operate a broadcast station in the public interest.

(d) Should the Commission or any state or federal court or other governmental authority find any portion of the foregoing subparagraphs of this paragraph seven (7) to be void, unenforceable, or contrary to law, the remainder of this paragraph seven (7) shall continue in full force and effect with the offensive portion stricken.

IN WITNESS WHEREOF, the Parties have affixed their signatures to counterparts of this First Amendment to Settlement Agreement on the date(s) indicated below.

**CLOUD NINE BROADCASTING, INC.**

By \_\_\_\_\_  
Benny Bee, Jr.  
Its Vice-President and Secretary

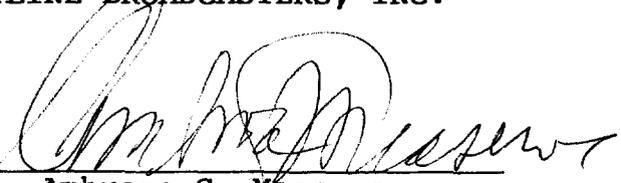
Date: January , 1993

**TOM SEABASE**

\_\_\_\_\_  
Tom Seabase

Date: January , 1993

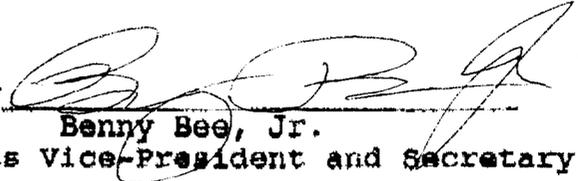
**SKYLINE BROADCASTERS, INC.**

By  \_\_\_\_\_  
Ambrose G. Measure  
Its Executive Secretary

Date: January 29, 1993

IN WITNESS WHEREOF, the Parties have affixed their signatures to counterparts of this First Amendment to Settlement Agreement on the date(s) indicated below.

**CLOUD NINE BROADCASTING, INC.**

By   
Benny Bee, Jr.  
Its Vice-President and Secretary

Date: January , 1993

**TOM SEABASE**

\_\_\_\_\_  
Tom Seabase

Date: January , 1993

**SKYLINE BROADCASTERS, INC.**

By \_\_\_\_\_  
Ambrose G. Measure  
Its Executive Secretary

Date: January , 1993

IN WITNESS WHEREOF, the Parties have affixed their signatures to counterparts of this First Amendment to Settlement Agreement on the date(s) indicated below.

**CLOUD NINE BROADCASTING, INC.**

By \_\_\_\_\_  
Benny Bee, Jr.  
Its Vice-President and Secretary

Date: January , 1993

**TOM SEABASE**

  
\_\_\_\_\_  
Tom Seabase

Date: January 29, 1993

**SKYLINE BROADCASTERS, INC.**

By \_\_\_\_\_  
Ambrose G. Measure  
Its Executive Secretary

Date: January , 1993