

TRUST AGREEMENT

THIS AGREEMENT, made this 15th day of December, 1976, by and between E. B. CRANEY, hereinafter called the "Trustor," and the GREATER MONTANA FOUNDATION of Butte, Montana, hereinafter called the "Trustee,"

W I T N E S S E T H:

For and in consideration of the mutual covenants herein expressed, the parties hereto agree as follows:

I.

The Trustor does hereby transfer unto the Trustee the properties set forth on Exhibit "A" attached hereto, to be held by the Trustee upon the terms and conditions set forth herein.

II.

The Trustee does hereby accept the properties listed on Exhibit "A" attached hereto, and agrees to hold the same in trust in accordance with the terms and conditions set forth herein.

III.

This Trust is irrevocable.

IV.

Trustee shall pay to Elizabeth Craney, granddaughter of Trustor, for her life, an amount from the trust income equal to five percent (5%) of the net fair market value of the trust property, valued annually. Such payments are to be made annually, or more frequently when in the discretion of Trustee it is deemed advisable or necessary. If for any year the trust income is less than the above percentage,

Trustee shall pay to Elizabeth Craney all such income. If for any year the trust income is more than the above percentage, Trustee shall pay to Elizabeth Craney any amount of such excess income to the extent that the aggregate of the amounts paid in prior years was less than the aggregate of the amounts required to be paid in those years based on the five percent (5%) figure. For purposes of this paragraph, income shall include gain realized on the sale of a capital asset.

V.

The charitable remainder beneficiary herein shall be the Greater Montana Foundation, the Trustee named herein.

On the death of Elizabeth Craney the Trustee shall devote and apply that amount of trust income as needed, not less frequently than annually, exclusively to the charitable uses and purposes described in Trustee Foundation's Articles of Incorporation.

Furthermore, Trustee shall distribute such income of the Trust and/or principal, if necessary, as shall be prescribed by those sections of the Internal Revenue Code applicable to the Greater Montana Foundation. To fulfill the charitable purposes intended for the charitable remainder of this Trust, the Trustee after the deaths of the life beneficiaries may terminate this Trust and commingle the assets with other Foundation assets and devote them along with such other assets to the said charitable uses and purposes described in Trustee Foundation's Articles of Incorporation.

Notwithstanding anything herein to the contrary, the properties shall be held exclusively for the purpose of improving and/or benefiting mass communications for the

people of the area now known as the State of Montana, but in accordance with Greater Montana Foundation's chartered functions (and shall not be used for the purpose of granting scholarships); provided, however, should the use of these properties not be made as above provided or should Greater Montana Foundation resign as Trustee, or terminate its existence prior to the distribution of the Trust corpus, as authority is given herein, then and in that event all of the properties so held by Greater Montana Foundation which it has received under this Trust, including the replacements and appreciation hereof, shall be distributed to the General Fund of the State of Montana, or if no State of Montana continues to exist as a governmental entity, then these funds should be distributed equally to the governments of the following five towns where Z Network stations operated, Butte, Helena, Bozeman, Missoula and Great Falls.

VI.

Any trust income earned during the year of the life beneficiary, but not yet distributed at the time of his death, shall be distributed as Trustee deems best; provided, however, that such discretion shall be exercised with due regard to rules and regulations promulgated by the Internal Revenue Service with respect to charitable remainder trusts.

VII.

Anything in this Trust to the contrary notwithstanding:

"(a) If Greater Montana Foundation is not an organization described in each of Section 170(b)(1)(A), Section 170(c), Section 2055(a) and Section 2522(a) of the Code at the time when any principal or income of the trust is to be distributed to it, the Trustee shall distribute such principal or income to the State of Montana.

"(b) If the net fair market value of the trust assets is incorrectly determined by the Trustee for any taxable year, then within a reasonable period after the final determination of the correct value, the Trustee shall pay to the beneficiary of the unitrust amount, in the case of an undervaluation, or shall receive from the beneficiary of the unitrust amount, in the case of an overvaluation, an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

"(c) In determining the unitrust amount, the Trustee shall prorate the same, on a daily basis, for a short taxable year and in the year in which a beneficiary dies for the period beginning on the first day of such taxable year and ending on the date of the beneficiary's death.

"(d) No additional contributions shall be made to the trust after the initial contribution.

"(e) The Trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d), from retaining any excess business holdings as defined in Section 4943(c) which would subject the trust to tax under Section 4943, from making any investments which would subject the trust to tax under Section 4944, and from making any taxable expenditures as defined in Section 4945(d). If Section 4942 is deemed applicable to the trust by reason of Section 508(e) or otherwise, the Trustee shall make distributions at such time and such manner as not to subject the trust to tax under Section 4942.

"(f) No estate, inheritance or other death taxes with respect to the trust shall be allocated to or recoverable from the trust and the Trustor agrees not to make any inconsistent direction in his will.

"(g) Nothing in this trust agreement shall be construed to restrict the Trustee from investing the trust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

"(h) In creating this trust, the Trustor intends to obtain the full benefit of any income, gift and estate tax charitable deduction to which he (and his estate) may be entitled under the Code and for the trust to qualify as a charitable remainder unitrust under Section 664 and the regulations thereunder. Accordingly, this trust shall be interpreted, valued, managed and invested consistent with the Trustor's intent.

"(i) The Trustee shall have the power to amend this trust agreement for the sole purpose of complying with the requirements of Section 664 and Treas. Reg. §§1.664-1 and 1.664-3.

"(j) References to Sections and Regulations in this Article are to the Internal Revenue Code of 1954, as amended, and to the Treasury Regulations thereunder. All such references shall be deemed to refer to any corresponding provisions of any subsequent federal tax law or regulation."

VIII.

POWERS OF TRUSTEE

In addition to the power specifically herein set forth, and subject to the limitations herein set forth, the Trustee shall have the following general powers:

1. The Trustee shall have sole legal and equitable title to all properties at any time held, acquired, or received by it under the terms of this Trust.

2. The Trustee shall have power to retain any property whether productive or unproductive, and to continue and operate any business which it may receive hereunder; the profits and losses, if any therefrom, to inure or be chargeable to the trust estate, not to the Trustee.

3. The Trustee shall have power to sell, exchange, lease (for terms which may extend beyond the termination of the trust), rent, assign, transfer or otherwise dispose of all or any part of the trust estate in such common or preferred stocks, common trust funds, bonds, debentures, mortgages, deeds of trust, notes or other securities, investments or property. It is expressly agreed that the Trustee be not restricted to forms of investment which the Trustee may otherwise by law be required to make.

4. The Trustee shall have power to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust estate, including all federal and state tax claims.

5. For convenience in transferring, the Trustee shall have power to hold in its own name or in the names of

its nominee or nominees, all securities or properties belonging or to belong to said trust estate, it being understood, however, that on its books and records, said securities and properties shall constantly be shown to be a part of said trust estate.

6. The Trustee shall have power to vote all stocks and to exercise all rights incident to the ownership of stocks, bonds, or other securities, or properties held in the trust estate, and to issue proxies to vote such stock, and to exercise such rights; to sell or exercise any subscription rights; to sell or retain any and all stock dividends; to consent to and/or join in any plans of reorganization, readjustment, merger, or consolidation in respect to any corporation whose stocks, bonds or other securities are a part of the trust estate, including becoming a member of any stockholders' or bondholders' committee; to accept and hold any new securities issued pursuant to any plan of reorganization or readjustment; to pay any assessments on stocks or securities otherwise exercised and held in said trust estate, or to relinquish the same; and to otherwise exercise any and all rights and powers and deal in and with the securities held in said trust estate in the same manner and to the same extent as any individual owner and holder thereof might do.

7. Where any payment of income or principal is directed to be made to any beneficiary, the Trustee shall have the power to make such payment to such beneficiary or for the benefit of such beneficiary as circumstance shall dictate, without any further obligation on the part of the Trustee to see the application of the payment to trust purposes.

8. Until the Trustee shall receive from some person interested in this trust written notice of any death upon which the right to receive payments from this trust may depend, the Trustee shall incur no liability for disbursement made in good faith to persons whose interest may have been affected.

9. The Trustee shall have power to distribute in kind, and in connection with such distribution, shall have power to fix values for distributive allocation to beneficiaries. Prior to any distribution provided herein, the Trustee shall have the power to require an undertaking from any distributee to hold the Trustee harmless from any tax for which the Trustee may be liable on account of the holding of the trust properties.

10. The Trustee shall have power to resign and be relieved of all further obligation under any trust herein upon sixty (60) days' notice in writing served upon the beneficiary or beneficiaries of the trust then living. Any successor Trustee shall succeed to all the powers, duties and rights of a Trustee named herein as if originally named herein.

11. The Trustee shall have power to do all other acts in its judgment necessary or desirable for the proper and advantageous management, investment or distribution of the trust estate; all such power to be exercised without application to any court or judicial authority or prior consent or subsequent approval therefrom.

12. In the event the Trustee is made beneficiary of life insurance proceeds accruing by reason of the death of the Trustor, the Trustee shall use reasonable efforts to

collect all sums payable because of such policies, which sums upon receipt by the Trustee shall become principal of the trust. The Trustee may, if it so elects, exercise any settlement options under any policy and may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee to the insurer shall be a full discharge, and the insurer shall not be required to see to the application of the proceeds. The Trustee shall not be responsible for any acts or omissions of the Trustor in connection with or relative to any policy, and shall not be required to prosecute any action to collect any insurance or to defend any action relating to any policy unless indemnified in a manner and amount satisfactory to it.

13. The Trustee may invest the entire corpus of the trust and accumulated income, if any, in equities without regard to any alleged principle of diversification.

IX.

MISCELLANEOUS ADMINISTRATIVE PROVISIONS

1. This Trust shall be construed under the laws of the State of Montana.

2. No bond shall be required of any Trustee herein named or its successors for faithful performance of the trust duties.

3. The interest of the beneficiaries shall not be subject to claim of creditors or others nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

4. If any clause herein set forth shall be held by a court of competent jurisdiction in the State of Montana to be unlawful or meaningless, such holding shall not invalidate

the trust, and the trust shall exist on the basis of the other terms herein agreed upon.

IN WITNESS WHEREOF, the Trustor sets his hand and the Trustee causes its proper officers to set their hands and seals this 15th day of December, 1976.

E. B. Craney
E. B. CRANEY, TRUSTOR

GREATER MONTANA FOUNDATION, TRUSTEE

BY: John D. MacKob
PRESIDENT

ATTEST:

Jim Manning
SECRETARY

STATE OF MONTANA)
County of Lewis & Clark) :SS

On this 21st day of December, 1976, before me, the undersigned, a Notary Public for the State of Montana, personally appeared E. B. CRANEY, known to me to be the person who executed the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year in this certificate first above written.

John R. Klein
Notary Public for the State of Montana
Residing at Helena, Montana
My Commission expires Jan. 3, 1979

(NOTARIAL SEAL)

STATE OF MONTANA)
County of Lewis & Clark) :SS

On this 21st day of December, 1976, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert B. Mac Nale and Jim Manning, known to me to be the President and Secretary respectively, of the Greater Montana Foundation of Butte, Montana, and acknowledged to me that they executed the within instrument for and on behalf of said Greater Montana Foundation.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year in this certificate first above written.

John R. Klein
Notary Public for the State of Montana
Residing at Helena, Montana
My Commission expires Jan. 3, 1979

(NOTARIAL SEAL)

EXHIBIT "A"

2600 shares United Corporation,
Low 9-3/4 - high 9-7/8 (Dec. 15, 1976)

\$ 25,512.50