

April 15, 2019

Mr. Franz Joachim
General Manager
New Mexico Public Broadcasting Service
1130 University Blvd. NE
Mailstop: MSC 12-7110
Albuquerque, NM 87102

Re: Transfer of Assets Associated with TV Translator K10CG-D, Aztec, NM (FIN 53881)

Dear Mr. Joachim:

The purpose of this letter is to set forth the terms of our Agreement by which Hearst Properties Inc. (HPI) will assign the FCC license and transfer to New Mexico Public Broadcasting Service (NMPBS) certain assets used in connection with the operation of TV translator K10CG-D, Aztec, New Mexico (FCC Facility ID No. 53881) (the "Translator").

The items to be transferred to NMPBS are: (1) the FCC license for K10CG-D (BLDTV-20090527ABW); and (2) records relating to the Translator. The items of personal property to be transferred to NMPBS hereunder do not relate in any way to the underlying real property located at the Translator's transmitter site. No interest whatsoever in any real property is being transferred to NMPBS by this Agreement. Any personal property at the Aztec Transmitter Site not specifically identified in this letter agreement will be retained by HPI and remain the property of HPI.

These items of equipment are being transferred "as is" and "where is" with no representations or warranties of any kind, including, without limitation, any warranty of fitness for any particular purpose or any other express or implied warranty or representation. For clarity, NMPBS has advised HPI that it does not want any of the Translator's transmission equipment.

NMPBS agrees to pay HPI the sum of Seventy-five hundred dollars (\$7500.00) at closing in full consideration for the assignment of the aforementioned authorizations and records. It is understood and agreed that NMPBS will be responsible for payment of all expenses associated with the transaction and all FCC filing and other fees or taxes. The parties will cooperate in seeking FCC approval of the assignment of the translator authorizations.

Upon receipt of FCC approval, HPI will provide an assignment of the translator license and a bill of sale to NMPBS at a mutually convenient time within ten (10) business days after the FCC order granting the assignment has become a final order no longer subject to appeal, reconsideration or review.

Neither party shall incur any liability for the actions or liabilities of the other. Each party represents that it has the authority to enter into and carry out this agreement.

Mr. Franz Joachim

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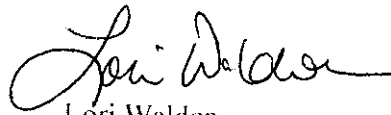
This Agreement may be terminated by either party if the FCC fails to consent to the assignment by July 31, 2019.

This Agreement constitutes the entire agreement of the parties and may not be amended unless such amendment is in writing and signed by both parties.

If the operations of the Translator become compromised prior to Closing, Transferor has no obligation to repair, replace, or otherwise address such compromised operations, and in such instance, Transferees sole remedy shall be to terminate this Agreement.

If this Agreement is acceptable to NMPBS, kindly so indicate by countersigning this letter and dating it in the space provided below.

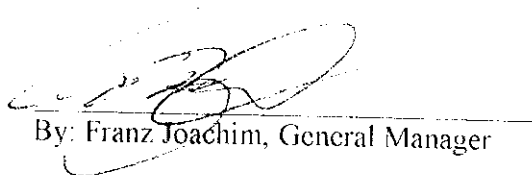
Sincerely,



Lori Waldon
President & General Manager,
Hearst Properties Inc.

ACCEPTED AND AGREED TO BY

NEW MEXICO PUBLIC BROADCASTING


By: Franz Joachim, General Manager