

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and between Gila River Telecommunications, Inc., licensee of KGRQ-LD channel 29, Gila River Indian Community, Arizona ("GRTI") and Globe LPTV LLC, licensee of KFPB-LD channel 50, Globe, Arizona ("Globe").

1. Background.

- (a) GRTI is the permittee of digital low power television construction permit K30MM-LD, Gila River Indian Community Arizona (the "Channel 30 Construction Permit").
- (b) GRTI is the licensee of digital low power television station KGRQ-LD, channel 29, Gila River Indian Community, Arizona ("KGRQ").
- (c) Globe is the licensee of digital low power television station KFPB-LD, channel 50, Globe, Arizona ("KFPB").
- (d) The Federal Communications Commission (the "FCC") initiated a window filing period pursuant to the *Post Incentive Auction Special Displacement Window*, Public Notice DA 18-124, released February 9, 2018 (the "LPTV Filing Window"), in order to facilitate repack of low power TV stations displaced during the incentive auctions.
- (e) GRTI and Globe filed mutually exclusive applications for displacement relief during the LPTV Filing Window for KGRQ and KFPB, respectively, to channel 21 in the LPTV Filing Window.
- (f) It is the parties' intent to eliminate the mutually exclusive situation and permit both KGRQ and KFPB to continue operation. The basic intent of the parties is that Globe dismiss its application on channel 21 and operate from channel 30 at its current transmitter site as its displacement channel. At that time, GRTI would become the sole applicant for channel 21 which will become its displacement channel for KGRQ. A new channel change of KFPB's Channel 50 to Channel 30, will, however, require the opening of a filing window by the FCC to permit such changes. FCC staff has indicated that such filing window will not open until approximately early November. The parties must, however, move from their existing channels by November 30, 2018. The parties have therefore determined that a transfer of the Channel 30 Construction Permit and subsequent modification thereof may be the most expeditious means to permit both parties to continue operations without loss of service to the public.

- (g) To effectuate this mutually beneficial result, GRTI will assign all of its interest in the Channel 30 Construction Permit to Globe. At the same time, GRTI will file a minor change application permitting operation at KFPB's transmitter site. Upon assignment of the Construction Permit and FCC approval of the Minor Modification of Construction permit, Globe shall withdraw its application for channel 21 displacement relief. This will leave KGRQ as the only applicant for displacement relief on channel 21.
 - (h) In order to facilitate timely construction of KGRQ on channel 21, GRTI may file a Request for Special Temporary Authority (an "STA") with the FCC for operation on channel 21 as proposed in its displacement application. Such STA may be filed at any time after filing the assignment of the Channel 30 Construction Permit to Globe and the filing of the Minor Modification of Construction Permit seeking operation of channel 30 at the KFPB transmitter site. Globe will not oppose nor file its own application for an STA on channel 21 and will co-operate with any other necessary FCC filings or other correspondence to facilitate grant of such STA.
 - (i) KFPB may also file an STA to operate on Channel 30 at its transmitter site. In order to effectuate such STA, GRTI shall execute an Interference Conflict Waiver substantially in the form of Exhibit A attached hereto.
2. KFPB Agrees to Amend Its Application. Upon grant of the assignment of the Channel 30 Construction Permit and the application of the Minor Modification of Construction Permit, Globe will withdraw its application for displacement relief on channel 21 leaving KGRQ as the sole applicant for channel 21 in the LPTV Filing Window.
 3. Asset Purchase Agreement. In order to effectuate KFPB's move to channel 30, Globe and GRTI will enter into an Asset Purchase Agreement (the "APA") substantially in the form of Exhibit B attached hereto.
 4. Filing of Assignment Agreement. The parties will co-operate to cause an assignment application to be filed with the FCC for assignment of the Construction Permit pursuant to the terms of the APA
 5. Minor Modification of Channel 30 Construction Permit. Globe will prepare, at its expense, a Minor Modification of Construction Permit allowing operation of channel 30 from the KFPB transmitter site. Upon review and approval of such application, GRTI shall cause such application for Minor Modification to be filed with the FCC. All costs of such Minor Modification shall be borne by Globe.
 6. Filing of STA for Operation on Channel 21 by GRTI. GRTI may file an STA for operation on Channel 21. Globe shall neither oppose such STA nor seek

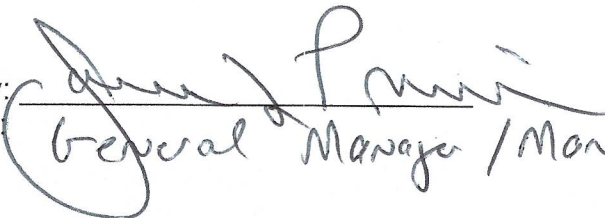
to file its own STA on Channel 21 provided that the Assignment Application and Application for Minor Modification of Construction Permit contemplated by this Memorandum of Understanding have been filed.

7. Execution of Interference Conflict Waiver. GRTI will execute an Interference Conflict Waiver substantially in the form of Exhibit A to effectuate filing of a Special Temporary Authority for KFPB to operate on channel 30 until grant of the assignment of the Channel 30 Construction Permit and the Minor Modification of Construction Permit contemplated by this Memorandum of Understanding.
8. Governing Law; Conflict Resolution. This Memorandum of Understanding shall be governed by the laws of the State of Arizona, except with respect to the conflicts of laws provisions thereof, and the rules and regulations of the FCC. Any dispute arising hereunder shall be resolved in Phoenix, Arizona by arbitration under the rules of the American Arbitration Association.

Gila River Telecommunications, Inc.

By: 
Its: General Manager

Globe LPTV LLC

By: 
Its: General Manager / Managing Member