

## **AGREEMENT**

AGREEMENT entered into this 9th day of March, 2010 by and between Telefutura Television Group, Inc., a Delaware corporation (the "T Member"), and Roberts Brothers Broadcasting, L.L.C., a Missouri limited liability company (the "R Member").

### **WITNESSETH:**

WHEREAS, the parties entered into a limited liability company agreement dated November 7, 2002 (the "Agreement") for the purposes of forming St. Louis/Denver LLC, a Delaware limited liability company (the "Company");

WHEREAS the parties desire to dissolve the Company, distribute its assets and wind up its affairs pursuant to Section 9.1 of the Agreement;

NOW, THEREFORE, in consideration of the premises the parties agree as follows:

1. The Company shall be liquidated effective on the later of March 15, 2010 and the second business day following the grant by the Federal Communications Commission ("FCC") of its consent to the FCC Applications (as defined below).
2. In connection with the liquidation of the Company, its assets shall be distributed to the parties as follows:
  - (a) To the R Member:
    - (i) 10,000 shares of the Common Stock of Roberts Broadcasting Company, a Delaware corporation (the "St. Louis Subsidiary"), representing all of the outstanding stock of such corporation.
    - (ii) All of the membership interests in Roberts Tower Company, LLC, a Missouri limited liability company.
  - (b) To the T Member:
    - (i) 100 shares of the Common Stock of Roberts Broadcasting Company of Denver, a Delaware corporation (the "Denver Subsidiary"), representing all of the outstanding stock of such corporation.
  - (c) To the R Member and the T Member in equal shares any remaining assets of the Company net of any liabilities of the Company.
3. The parties acknowledge and agree that the distribution of the Company's assets provided for in Section 2 hereof above represents what the parties are entitled to upon dissolution of the Company as provided for in Section 9.3 and Paragraph B of Exhibit E of the Agreement.
4. Each Member agrees to assume all liabilities and obligations relating to the assets distributed to it under Section 2 above and to indemnify the other Member against any losses

arising out of such liabilities or obligations. Each Member shall be responsible for its costs and fees incurred with this Agreement and there shall be no additional costs, management fees or similar amounts attributable to either Member arising out of completion of this Agreement.


5. The parties shall cooperate in the preparation, prompt filing and prosecution of two companion "short form" applications on FCC Form 316 (the "FCC Applications") seeking FCC consent to the distribution of the stock of the St. Louis Subsidiary and of the Denver Subsidiary as provided in Paragraph 2 hereof.

6. Upon the distribution of the assets of the Company to its members, the parties shall cause the dissolution of the Company to be completed in accordance with Sec. 9.5 of the Agreement and the Company's final income tax return to be prepared and filed, with the parties sharing equally the costs of such actions.

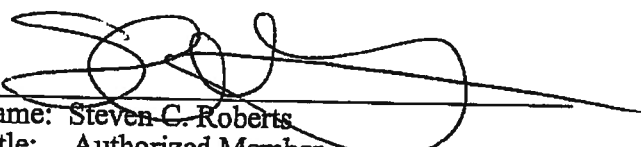
7. This Agreement may be executed in counterparts, including facsimile counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or PDF by electronic transmission shall be effective delivery of a manually executed counterpart to this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

**TELEFUTURA TELEVISION GROUP, INC.**

By:   
Name: SHAWN MCCANN  
Title: CTO

**ROBERTS BROTHERS BROADCASTING, L.L.C.**

By:   
Name: Steven C. Roberts  
Title: Authorized Member