

AGREEMENT TO ACCEPT INTERFERENCE

THIS AGREEMENT, made and entered into this 21st day of September, 2010, by and between MMM License II LLC (“Max Montana”), the licensee of television translator station K66BR, Livingston, Montana, and Paradise Valley Television District (“Paradise Valley”), the licensee of television translator station K03HF, Emigrant, Montana (each a “Party” and collectively the “Parties”).

WHEREAS, there is pending before the Federal Communications Commission (“FCC”) an application filed by Max Montana for a DTV companion channel on Channel 20 for K66BR (FCC File No. BDCCDTL-20100813CAG), and an application filed by Paradise Valley for a DTV companion channel on Channel 19 for K03HF (FCC File No. BNPDTT-20100601AAE) (collectively the “Proposals”);

WHEREAS, the Parties previously had entered into an Interference Agreement on December 6, 2006, whereby each Party agreed to accept prohibited interference caused by the proposals in their mutually-exclusive applications for DTV companion channels on Channels 19 (Paradise Valley) and 20 (Max Media of Montana) (File Nos. BSFDTL-20060630BDX and BSFDTT-20060630CWX); and

WHEREAS, each of the Parties desires to resolve the mutual exclusivity between their pending applications and to provide maximum television service in the public interest.

NOW THEREFORE, in furtherance of the terms and conditions of the Settlement Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, have agreed to enter into this Agreement, as follows:

1. Paradise Valley agrees to accept interference from the proposed DTV companion channel for K66BR within the protected contour of the proposed DTV companion channel for K03HF.

2. Max Montana agrees to accept interference from the proposed DTV companion channel for K03HF within the protected contour of the proposed DTV companion channel for K66BR.

3. After the date of grant of the construction permit, Max Montana shall not take any action that will increase the amount of predicted interference to the proposed DTV companion channel for K30HF.

4. After the date of grant of the construction permit, Paradise Valley shall not take any action that will increase the amount of predicted interference to the proposed DTV companion channel for K66BR.

5. Any notices or other communications shall be in writing unless otherwise stated, and shall be considered to have been duly given when sent by a recognized overnight delivery service or when deposited into United States certified mail, postage paid, return receipt requested, as follows:

(a) If to MMM License II LLC, to

David J. Wilhelm
MMM License II LLC
900 Laskin Road
Virginia Beach, VA 23451
Fax: (757) 437-0034

With copy to*

Erwin G. Krasnow Esq.
Garvey Schubert Barer
5th Floor
1000 Potomac Street N.W.
Washington, DC 20007
Fax: (202) 965-1729

(b) If to Paradise Valley TV District, to:

William R. Burckhard
2020 Phoebe Drive
Billings, MT 59105
Fax: (406) 652-6963

* Copies shall not constitute notice to the Parties under this Agreement.

6. Each Party hereto is duly organized, validly existing and in good standing under the laws of its state of organization and, as applicable, the state or commonwealth of their incorporation or organization, and has full power and authority to carry on the business now being conducted by it.

7. Each party hereto has full power and authority to enter into this Agreement; and the execution, delivery and consummation of this Agreement have been duly authorized by all necessary action on its part. This Agreement constitutes a valid and binding obligation of each of the parties hereto.

8. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes.

9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Each Party shall notify the other Party in writing promptly after execution of any agreement relating to the transfer of control or assignment of license with respect to its station subject to this Agreement, and, in any event, such assignee or transferee shall be bound by the terms of this Agreement.

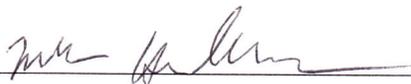
10. The prevailing party in any litigation to enforce the provisions of this Agreement shall be entitled to reimbursement of costs and reasonable attorney's fees.

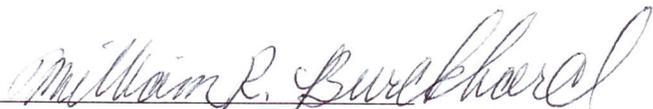
11. This Agreement shall be governed and construed under the laws of the Commonwealth of Virginia, the Communications Act of 1934, as amended, and the FCC's Rules and Regulations.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates below.

MMM LICENSE II LLC

PARADISE VALLEY TV DISTRICT

By: 

By: 

Date: 9/21/2010

Date: 9/21/10