

February 4, 2010

Lance Davis
President
Stanford TV Association
Box 507
Stanford, MT 59479

Dear Mr. Davis:

KRTV Communications, Inc. (“KRTV”) hereby agrees in this Agreement (“Agreement”) to pay Stanford TV Association (“Stanford”) the sum of One Dollar (\$1) (the “Purchase Price”) in exchange for the acquisition and assignment of certain authorizations and property, as set forth in Exhibit A hereto (the “Authorizations and Property”), of Television Translator Station K11WK-D, Stanford, Montana (Facility ID No. 62226) (the “Station”).

The assignment of the Station’s license issued by the Federal Communications Commission (“FCC”) (FCC File No. BLDTV-20090824AHO) (the “FCC License”) pursuant to this Agreement is subject to the prior approval of the FCC. The parties will cooperate in filing an appropriate application with the FCC within ten (10) days of the date of this Agreement. The transaction will close on a date of KRTV’s choosing (the “Closing Date”) which shall occur no earlier than five (5) days after the FCC order approving the assignment. KRTV will bear all expenses incurred in connection with the transactions contemplated by this Agreement, including the cost of any FCC filing fees.

The Authorizations and Property are sold “AS IS, WHERE IS, WITH ALL FAULTS,” without warranty, express or implied, as to the condition of such. KRTV shall completely assume and perform any and all obligations and liabilities of Stanford in connection with the Authorizations and Property insofar as they relate to the time on and after the Closing Date. KRTV shall not assume any other obligations or liabilities of Stanford.

The parties agree to cooperate in good faith to carry out this Agreement and shall not take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the transactions contemplated by this Agreement. Stanford has all requisite power to execute and comply with all of the terms of this Agreement, including holding good title to convey the Authorizations and Property. Stanford knows of no reason why the FCC License would not be renewed by the FCC in the ordinary course. Stanford shall not take any action that could cause the FCC to institute proceedings for the revocation or adverse modification of the FCC License. Stanford shall not file any FCC application relating to the Station or enter into any contract relating to the Authorizations and Property without KRTV’s written consent, which shall not be unreasonably withheld. Each party agrees to comply with any condition imposed on it by the FCC in the order granting the assignment of the FCC License unless compliance with the condition would have a material adverse effect upon a party.

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This Agreement may be terminated (i) in the event the FCC denies the assignment of the FCC License to KRTV; or (ii) upon the mutual agreement of the parties.

This Agreement shall be governed in accordance with the laws of the State of Montana (without regard to the choice of law provisions thereof). This Agreement and the Exhibit A hereto collectively represents the entire understanding between Stanford and KRTV with respect to the subject matter hereof, and this Agreement cannot be amended or changed except by further written agreement of the parties.

If these terms are acceptable, kindly countersign this letter where indicated.

Sincerely,



Jon Saunders
General Manager, KRTV

AGREED AND ACCEPTED:
Stanford TV Association

By: 

Lance Davis
President

Exhibit A
Authorizations and Property

1. The FCC License.
2. Call Sign K11WK-D, Stanford, Montana
3. All records required by the FCC to be kept by Stanford concerning the Station.