

PURCHASE AND SALE OF MEMBERSHIP INTEREST AGREEMENT

This Purchase and Sale of Membership Interest Agreement (the "Agreement") is made as of AUGUST 23, 2012 by The Uhlmann Company, a Delaware corporation (the "Buyer"), and Latshaw Enterprises, Inc., a Delaware corporation (the "Seller"), who agree as follows:

1. **Recitals.** This Agreement is made with respect to the following facts and objectives:

a. The Seller and the Buyer are the members in Uhlmann/Latshaw Broadcasting, L.L.C., a Missouri limited liability company (the "Company") and controlling shareholder of Rocky Mountain Broadcasting Company, a Nevada corporation and licensee of KMTF (TV), Helena, Montana ("KMTF");

b. The Seller owns a 50% interest in the Company (the "Interest");

c. The Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, the Interest in the Company in accordance with the terms of this Agreement; and

d. The parties wish to set forth their understandings herein.

2. **Assignment of Interest.** In consideration of the promises contained herein, the Seller shall sell, assign, and transfer to the Company the Interest.

3. **Consideration.** The consideration for the purchase by the Buyer of the Interest shall be the Company's cancellation of the indebtedness in the amount of \$_____ owed by the Seller to the Company.

4. **Closing Date/Condition.** The purchase and sale contemplated by this Agreement is subject to and conditioned upon prior approval of the transaction by the Federal Communications Commission ("FCC"), and Buyer and Seller shall promptly prepare and jointly file an application with the FCC requesting such prior approval ("FCC Application"). Closing of the purchase and sale contemplated by this Agreement shall occur, without further action of the Seller or the Buyer, as of the date the approval of the FCC application becomes a "Final Order." "Final Order" shall mean action by the FCC with respect to the FCC Application (i) which has not been vacated, reversed, stayed, set aside, annulled or suspended, (ii) with respect to which no timely appeal, request for stay or petition for rehearing, reconsideration or review by any party or by the FCC on its own motion, is pending, and (iii) as to which the time for filing any such ap-

peal, request, petition or similar document or for the reconsideration or review by the FCC on its own motion under the Communications Act of 1934, as amended, has expired. Between the date of this Agreement and the Closing, Buyer and Seller shall remain equal controlling members of the Company and KMTF.

5. **Further Assurances.** Each of the parties hereto agrees to execute and deliver any additional documents that may be reasonably required to effectuate the purposes of this Agreement.

6. **The Seller's Release.** The Seller releases the Buyer from any claims, liabilities, damages, or expenses it may possess related to the Seller's membership in the Company, except for the obligations stated herein.

7. **The Buyer's Release.** The Buyer releases the Seller from any claims, liabilities, damages, or expenses it may possess related to the Buyer's membership in the Company, except for the obligations stated herein.

8. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

9. **Specific Performance.** Each party to this Agreement may enforce the other's obligations hereunder by suit for specific performance.

10. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Missouri.

11. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior discussions, agreements, and undertakings between the parties with respect to the subject matter hereof.

12. **Counterparts.** This Agreement may be executed in counterparts, which together shall form a binding contract.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

LATSHAW ENTERPRISES, INC.

THE UHLMANN COMPANY

By: Michael J. Kubat
Title: President

By: James R. Jones
Title: EXEC. VICE PRES.

“The Seller”

“The Buyer”