

January 31, 2020

Mr. Kelly Cornum
President
San Luis Valley Television, Inc.
P.O. Box 214
La Jara, CO 81140

Re: Purchase of Assets Associated with TV Translator
K17JW-D, Romeo, CO (FCC Facility ID No. 183579)

Dear Mr. Cornum:

The purpose of this letter (this "Agreement") is to set forth the terms of our agreement by which San Luis Valley Television, Inc. ("SLVT") will sell and assign to Hearst Properties Inc. ("HPI"), and HPI will acquire and assume, the FCC license of TV translator K17JW-D, Romeo, CO (FCC Facility ID No. 183579) (the "Translator").

The items to be sold and assigned to HPI are: (1) the FCC licenses, authorizations, and permits for the Translator (the "FCC Authorizations"); (2) the Translator call sign; and (3) records relating to the Translator (the foregoing items (1) through (3), collectively, the "Purchased Assets"). Both SLVT and HPI acknowledge and agree that all transmission equipment used or held for use in the business and operation of the Translator is already owned by HPI. The tower from which the Translator broadcasts shall not be conveyed to HPI, but SLVT agrees to license the tower to HPI as described herein. HPI will not assume any liabilities or obligations of SLVT. The parties further agree that HPI shall have a right of first refusal to purchase the tower in the event SLVT decides to sell the tower, such sale and purchase to be upon mutually agreeable terms.

HPI agrees to pay SLVT the sum of Ten Dollars (\$10.00) at closing in full consideration for the sale and assignment of the Purchased Assets. It is understood and agreed that HPI will be responsible for payment of all expenses associated with the transaction and all FCC filing and other fees or taxes (including FY 2020 regulatory fees). Each party will be responsible for payment of its own attorneys' fees incurred in connection with this transaction. The parties will cooperate in seeking FCC approval for the assignment of the FCC Authorizations to HPI. The parties agree to file an application with the FCC for consent to the assignment within ten (10) business days of execution of this Agreement.

SLVT represents and warrants to HPI as follows: (1) SLVT is the holder of the FCC Authorizations, and otherwise has good title to the Purchased Assets; (2) the FCC Authorizations are in full force and effect and have not been revoked, suspended, cancelled, rescinded or terminated and have not expired; (3) the Translator is operated in compliance with all governmental authority including the Communications Act of 1934, as amended, and all applicable FCC rules and written policies; and (4) there is not now pending or threatened, any action by or before the FCC or any other body to revoke, cancel, rescind, modify or refuse to renew the FCC Authorizations or other permits, and SLVT has not received any notice of any pending, issued or outstanding order by or before the FCC or any other body, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture or material complaint against the Translator or SLVT.

Each party represents that it has the authority to enter into and carry out this Agreement, that this Agreement is binding and enforceable against each such party, and that entry into and performance

of this Agreement will not result in a breach of or default under any agreement, covenant, instrument, license, permit or governmental order by which such party is bound.

Upon receipt of FCC approval, the parties shall execute and deliver to the other a customary assignment and assumption of the FCC Authorizations, a bill of sale and the License Agreement for use of the Translator's tower site, the form of which is attached hereto as Exhibit 1, at a mutually convenient time within ten (10) business days after the FCC order granting the assignment has become a final order no longer subject to appeal, reconsideration or review. The parties understand and agree that delivery of a fully executed License Agreement shall be a condition to HPI's obligations to close the transaction.

Each party (the "Indemnifying Party") shall indemnify and hold harmless the other (the "Indemnified Party") for any breach by the Indemnifying Party of its representations, warranties, and covenants made in this Agreement.

This Agreement may be terminated by either party if the FCC fails to consent to the assignment by December 31, 2020.

Each party shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at the closing.

This Agreement constitutes the entire agreement of the parties and may not be amended unless such amendment is in writing and signed by both parties. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Delivery of a signed counterpart of this Agreement by electronic or facsimile transmission shall be treated as an original.

If this Agreement is acceptable to SLVT, kindly so indicate by countersigning this letter and dating it in the space provided below.


Sincerely,



Lori Waldon
President & General Manager,
Hearst Properties Inc.

ACCEPTED AND AGREED TO BY:

SAN LUIS VALLEY TELEVISION, INC.


By: Kelly Cornum, President

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is hereby made and entered into this ___ day of ___, 20__ (the "Effective Date"), by and between the party identified below as "Licensor," and **Hearst Properties Inc.** (hereinafter referred to as "Licensee").

Licensor: San Luis Valley Television, Inc., P.O. Box 214, La Jara, CO 81140

Equipment: Broadcast transmission equipment for K17JW-D with associated power and data connections.

Licensed Area (Location of the Equipment): Space on communications tower and space in building located at approximately Latitude 36 degrees, 51 minutes, 25 seconds N+; Longitude 106 degrees, 1 minute, 14 seconds W- (NAD 83), sufficient for FCC authorized operation of K17JW-D.

Licensee address: Attn: Chief Engineer, KOAT-TV, 3801 Carlisle NE, Albuquerque, NM 87107

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor agree as follows:

1. License. Licensor hereby grants Licensee, its agents and employees, the right, privilege and license to utilize those portions of the Licensed Area that are reasonably necessary to locate, operate, inspect, alter, improve, maintain, repair and rebuild the Equipment, as such term is defined above, located on the Licensed Area; and attain ingress and egress to and upon said Licensed Area, through reasonably direct access routes and at reasonable times established by Licensor, for the purpose of exercising the rights, privileges and license granted herein. Access to the Licensed Area shall be available 24 hours per day, 7 days per week, [by scheduling with []]. Licensor agrees that at all times the Equipment and all images obtained by the Equipment, to the extent applicable, shall be the exclusive property of Licensee. For the avoidance of doubt, Licensee shall not be required to pay Licensor any fees for this Agreement or any other amounts for provision of services, real estate taxes, operating expenses or any similar services or escalations. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of 15 years, and shall automatically renew for successive 15-year periods, unless sooner terminated in accordance with the provisions of this Agreement or pursuant to law. Notwithstanding the foregoing, either party may terminate this Agreement if the other party breaches the Agreement and does not cure such breach within thirty (30) days after its receipt of written notice of such breach or, in the case of a failure which cannot with due diligence be cured within said thirty (30) day period, if such party fails to commence within said thirty (30) day period the steps necessary to cure the same and thereafter to prosecute the cure of such failure with due diligence. Licensee shall have the right to terminate this Agreement at any time upon thirty (30) days' written notice to Licensor in the event Licensee surrenders or cancels the FCC license for K17JW-D or permanently discontinues operation of K17JW-D from the Licensed Area.

2. Installation, Operation and Maintenance of Equipment. Licensee shall be solely responsible for all costs and expenses of installing, operating, maintaining and removing the Equipment provided that Licensor shall at all times make available to Licensee, at no cost to Licensee, necessary electricity and internet-ready cabling in working order through the applicable power and data connections to the Equipment and reasonable access thereto. Licensee shall, at its sole cost and expense, repair to the reasonable satisfaction of Licensor, any and all damage to the Licensed Area and any improvements located thereon caused by Licensee in connection with Licensee's exercise of the rights granted herein provided however that Licensee shall not be required to make any alterations, additions or improvements to the Licensed Area. Upon termination or expiration of this Agreement, Licensee shall, at Licensee's sole cost and expense, surrender the Licensed Area, and remove all Equipment, accessories, and materials owned by Licensee from the Licensed Area. Notwithstanding anything to the contrary contained herein, upon

Exhibit 1
Form of License Agreement for K17JW-D

termination or expiration of this Agreement, at Licensee's election in writing to Licensor, Licensee may abandon all such Equipment, accessories and materials owned by Licensee at the Licensed Area at no cost to Licensee, and from and after such date such Equipment shall become the property of Licensor.

3. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Right of First Refusal. During the Term Licensee shall have the right of first refusal to acquire the Licensed Area from Licensor. In the event Licensor elects to sell or convey the Licensed Area or any part thereof, Licensor shall give Licensee prior written notice at the address above of its intent to sell or convey the Licensed Area. Should Licensee elect to acquire the Licensed Area, the parties shall reasonably cooperate to reach a definitive agreement for such sale upon mutually agreeable terms.

5. Entire Agreement; Other. This Agreement represents the full, complete and entire agreement between Licensor and Licensee with respect to the subject matter hereof. No modification, alteration or amendment to this Agreement shall be binding unless in writing and executed by the parties hereto. This License Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Delivery of a signed counterpart of this Agreement by electronic or facsimile transmission shall be treated as an original. This agreement shall be deemed to be an agreement made under and shall be governed by the laws of the State where the Licensed Area is located. This Agreement and all rights and all obligations hereunder will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LICENSOR: SAN LUIS VALLEY TELEVISION, INC.

By: _____
Name: _____
Its: _____

LICENSEE: HEARST PROPERTIES INC.

By: _____
Name: _____
Its: _____