

**Exhibit K**  
**NON-COMPETITION AGREEMENT**

THIS NON-COMPETITION AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between CATAMOUNT BROADCASTING OF TWIN FALLS LLC, a Delaware liability company, CATAMOUNT-IDAHO LICENSE LLC, a Delaware limited liability company and RALPH E. BECKER, an individual (collectively referred to as "Seller"), and NEUHOFF FAMILY LIMITED PARTNERSHIP ("Buyer").

**RECITALS**

By Asset Purchase Agreement dated as of \_\_\_\_\_, \_\_\_\_\_ ("Purchase Agreement"), Buyer agreed to purchase the licenses to operate broadcast Station KMVT-TV, Twin Falls, Idaho (the "Station") and certain property and assets used or useful in connection with the operation of the Station, the licenses and assets collectively defined therein as the "Purchased Assets". Buyer would not acquire the Purchased Assets pursuant to the Purchase Agreement without the inducement of Seller entering into a Non-Competition Agreement with the terms and subject to the conditions herein set forth.

NOW, THEREFORE, in connection with the sale and purchase of the Purchased Assets pursuant to the Purchase Agreement, the parties hereto hereby agree and set forth as follows:

1. Covenant Not To Compete.

(i) Seller agrees that for a period beginning on the date hereof and ending five years thereafter, Seller and its affiliates will not, directly or indirectly without the prior written consent of Buyer, whether as owner, partner, venturer, stockholder, director, officer, guarantor, employee, consultant, independent contractor or in any other capacity as principal or agent:

(A) organize, own, control, manage, operate, join, render services to, or become employed by (whether as an officer, director or otherwise) any broadcast station licensed to a community within the Designated Market Area of the Station (as defined in 47 C.F.R. 76.55(e)(2)) ;

(B) divulge, communicate, use to the detriment of Buyer or for the benefit of any other business, firm, person, partnership or corporation or otherwise misuse any of Seller's confidential information, data or trade secrets, including technical data, production methods, customer lists or information relating to the operation of the Station;

(C) except as and to the extent set forth in the Purchase Agreement, solicit, call on or contact any past (within the last 12 months), present or

prospective employees, customers, suppliers, agents or independent contractors of Buyer with respect to the Station;

(ii) Seller agrees that in the event that Seller or its affiliates commits a breach of any of the provisions of Section 1 hereof, Buyer shall have the right and remedy to have the provisions of Section 1 specifically enforced to the extent permitted by law by any court having jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause immediate irreparable injury to Buyer and that money damages will not provide an adequate remedy at law for any such breach or threatened breach. Seller also acknowledges that it has been well compensated and remunerated for the sale of the Purchased Assets and for the delivery of this Non-Competition Agreement and, as a result, such remedies would be equitable and just. Such right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to Buyer at law or in equity. Seller acknowledges that the scope of the covenants set forth in this Section 1 are reasonable in light of the potential harm any breach thereof could cause Buyer.

(iii) If any of the provisions of or covenants contained in Section 1 hereof are hereafter construed to be invalid or unenforceable in any jurisdiction, the same shall not affect the remainder of the provisions or the enforceability thereof in any jurisdiction, which shall be given full effect, without regard to the invalid portions to the unenforceability in such other jurisdiction. If any of the provisions of or covenants contained in Section 1 hereof are held to be unenforceable in any jurisdiction because of the duration or scope thereof, the parties agree that the court making such determinations shall have the power to reduce the duration and/or scope of such provision or covenant and, in its reduced form, said provision or covenant shall be enforceable; provided, however, that the determination of such court shall not affect the enforceability of Section 1 in any other jurisdiction.

2. Amendment. This Non-Competition Agreement cannot be changed, modified or discharged orally, but only by an agreement in writing signed by all parties hereto.

3. Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

4. Invalidity. In the event any provision of this Non-Competition Agreement shall be deemed invalid for any reason by a court of competent jurisdiction, all other provisions of this Non-Competition Agreement shall be construed as if the invalid provision was not a part of the Non-Competition Agreement.

5. Governing Law. This Non-Competition Agreement shall be construed and enforced in accordance with the laws of Idaho.

6. Assignment. This Non-Competition Agreement may not be assigned and the duties contained herein may not be delegated by Seller or its affiliates.

IN WITNESS WHEREOF, the parties have duly executed this Non-Competition Agreement on the date first written above.

Seller

**CATAMOUNT BROADCASTING OF  
TWIN FALLS LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CATAMOUNT – IDAHO LICENSE LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RALPH E. BECKER, INDIVIDUALLY**

\_\_\_\_\_

Buyer

**NEUHOFF FAMILY LIMITED  
PARTNERSHIP**

By: \_\_\_\_\_

Its: \_\_\_\_\_