

INTERFERENCE AGREEMENT

This Agreement is made this 22 day of August, 2008, by and between Kittitas TV Improvement District # 1 (hereinafter "Kittitas"), and KHQ, Incorporated (hereinafter "KHQ") (hereinafter "the Parties" when referred to jointly).

WHEREAS, Kittitas holds a displacement construction permit (FCC File No. BDISTT-20061002AEO) for translator station K69BE (FCC Facility ID: 35004) (hereinafter "K69BE") to operate on analog Channel 17 and seeks to file an application for a modified construction permit for a digital television facility on Channel 17 (the "Application"); and

WHEREAS, KHQ is the licensee of Station KNDO (TV), Spokane, WA (FCC Facility ID: 12395) (hereinafter "KNDO") and has an application for a digital television facility on Channel 16 (FCC File No. BMPCDT-20080624AAP) (together, "KNDO Facilities"); and

WHEREAS, the Application is predicted to cause minimal interference to the KNDO Facilities; and

WHEREAS, the Parties have examined the interference that will exist between the Application and the KNDO Facilities and have determined that the interference is minimal, will not affect the operation of the digital facilities and will be consistent with the public interest in accordance with the rules of the Federal Communications Commission ("FCC").

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and intending to be mutually bound hereby, Kittitas and KHQ agree as follows:

1. Kittitas agrees to file the Application and include a copy of this Agreement, as permitted by Section 74.703 of the FCC's rules.
2. KHQ agrees to accept any interference and the reduction in population served by KNDO (TV) caused by the operation as specified in the Application.
3. The Parties agree to cooperate with each other with respect to obtaining grant of the Application. Either party may terminate this Agreement upon notice to the other in the event

(i) the Commission denies or dismisses the Application, or (ii) Kittitas amends the Application to specify facilities in compliance with Section 74.703 of the Commission's Rules with respect to KNDO-DT.

4. Kittitas agrees to cooperate with KHQ to the extent it requires an interference consent from Kittitas.

5. The Parties agree that their respective promises and covenants have unique value to the other, the loss of which cannot be compensated by monetary payment. Therefore, each party will have the right to enforce this Agreement by petitioning for a decree of specific performance from a court of competent jurisdiction, and the other party will not object thereto on the ground that a legal remedy as opposed to an equitable remedy is adequate.

6. This Agreement will be construed in conformance with the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC, as the same may be amended from time to time.

7. This Agreement will inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, including, but not limited to, successor licensees of K69BE and KNDO (TV). Each party covenants to the other that it will cause this Agreement to be assigned and assumed as part of any assignment of the license or transfer of control of the licensee.

8. Notices under this Agreement must be given when sent by first class or more rapid class of United States mail, postage prepaid, evidenced by a delivery receipt, or by a recognized commercial courier that documents delivery, addressed as follows. Notices will be deemed given when actually delivered or when delivery is first attempted by the postal or other courier.

If to Kittitas:

Kittitas County TV Improvement District #1
P.O. Box 337
Ellensburg, WA 98926

With a copy to:

Rod Venable
KYVE 47
12 South 2nd Street
Yakima, WA 98901

If to KHQ:

KHQ, Incorporated
P.O. Box 600
Spokane, WA 99210
Attn: Mark Kennedy

9. This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmissions, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

10. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof. It may be amended or modified only in writing signed by the party against which enforcement is sought.

11. Each person executing this Agreement warrants that he or she has the authority to legally bind the party on whose behalf he or she has signed.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the day and date first set forth above.

KITTITAS TV IMPROVEMENT DISTRICT #1

By: James Mayas

Its: Chairman

KHQ, INCORPORATED

By: _____

Its: _____

If to Kittitas:

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P.O. Box 337
Ellensburg, WA 98926

With a copy to:

Rod Venable
KYVE 47
12 South 2nd Street
Yakima, WA 98901

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KITTITAS TV IMPROVEMENT DISTRICT #1

By: _____

Its: _____

KHQ, INCORPORATED

By: Mark Kennedy - GM KHQ

Its: 8/19/08