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April 22, 2015

Accepted / Filed

APR 22 2015

Federal Communications Commission
Office of the Secretary

Ms. Marlene S. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Room 2-B450
Washington, D.C. 20554

Re: **K260AL**
File No. BALFT-20150209ADL

Dear Ms. Dortch:

This is in connection with the above-referenced assignment application granted by the Commission on March 31, 2015.

The subject application specified a \$100,000 payment as consideration for assignment of the Station's Assets, said payment to be effected via a wire transfer. However, subsequent to grant of the application, the parties have determined to substitute an unsecured, interest-free promissory note in the face amount of \$100,000 as consideration. This change is a matter of form only; i.e. it does not affect the substance of the transaction.

While it is not believed that this is a significant matter requiring a filing pursuant to Rule 1.65, nevertheless the parties have determined to submit this for the Commission's information. A copy of the promissory note is attached.

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Ms. Marlene S. Dortch
April 22, 2015
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Any question regarding this matter, may be directed to the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "William K. Keane", with a stylized flourish at the end.

William K. Keane
F. Reid Avett

Enclosure
WKK/sd



April 9, 2015

Mountain Community Translators, LLC
87 Jasper Lake Road
Loveland, Colorado 80537
Attn: Vic Michael

Re: K260AL (Arvada, Colorado) (the "**License**")

Dear Vic:

Reference is made to the Asset Purchase Agreement (the "**APA**"), dated January 30, 2015, by and between Mountain Community Translators, LLC ("**Seller**") and Public Broadcasting of Colorado, Inc. ("**Buyer**"). As you are aware, the FCC granted the application (BALFT-20150209ADL) contemplated by the APA on March 31, 2015. Although the FCC's grant is not final as of the date hereof, Seller and Buyer desire to close the transaction immediately and, as evidenced by this letter, agree to modify the APA by substituting this promissory note in place of the 'wire transfer of immediately available funds', as required under Section 1.3(b) of the APA.

Accordingly, Buyer commits to pay to the order of Seller the sum of One Hundred Thousand Dollars (\$100,000.00) (the "**Principal**") on or before September 30, 2015, without interest or security. Buyer reserves the right to prepay the Principal, in whole or in part, prior to September 30, 2015 with no prepayment penalty; any prepaid amount may not be re-borrowed. Should Buyer fail to pay Seller the Principal on or before September 30, 2015, Buyer shall be in default and (i) Seller may call the entire amount of the Principal and (ii) the Principal shall bear interest at a rate of five percent (5%) per annum from the date of default.

Buyer and Seller shall each bear their own costs, expenses and fees associated with the transactions contemplated hereunder. This letter and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this letter and the transactions contemplated shall be governed by the laws of the State of Colorado.


This letter may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of this letter by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this letter.

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Mountain Community Translators, LLC
April 9, 2015

This letter may not be assigned or transferred by the Seller to any Person.

IN WITNESS WHEREOF, the Buyer has executed this letter as of April 9, 2015.

PUBLIC BROADCASTING OF COLORADO,
INC.

By 
Jenny L. Gentry
SVP, Finance and Administration

By its acceptance of this letter, the Seller acknowledges and agrees to be bound by the terms set forth herein.

MOUNTAIN COMMUNITY TRANSLATORS,
LLC

By 
Name: VICTOR A. MICHAEL, JR.
Title: SOLE MEMBER