

EXHIBIT 6.12

FORM OF NON-COMPETITION AND NON-SOLICITATION AGREEMENT

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT ("Agreement") is made and entered into as of the date last below written by and among **SMITH MEDIA, LLC**, a Delaware limited liability company ("**Smith**"), and **SMITH MEDIA LICENSE HOLDINGS, LLC**, a Delaware limited liability company ("**License Holdings**"), and together with Smith, "**Seller**", and **VISION ALASKA I, LLC**, a Delaware limited liability company and **VISION ALASKA II, LLC**, a Delaware limited liability company ("**Buyers**").

The following recitals are a material part of this Agreement:

WHEREAS, Seller is engaged in the business of owning and operating the television stations KIMO(TV), Anchorage, Alaska ("**KIMO**"), KATN(TV), Fairbanks, Alaska, ("**KATN**") and KJUD(TV), Juneau, Alaska ("**KJUD**") (KIMO, KATN and KJUD, collectively the "**Stations**" and the operation of the Stations being the "**Business**"); and

WHEREAS, Buyers desire to purchase substantially the Assets related to the operation of the Stations pursuant to that certain Asset Purchase Agreement, dated as of December __, 2009 (the "Asset Purchase Agreement"); and

WHEREAS, the execution, delivery and performance of this Agreement by Seller is a condition precedent to Buyers' obligations under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyers hereby agree as follows:

1. Limitation on Competition. Seller recognizes that Buyers' intention to purchase the Assets is induced in part because of the covenants and assurances made by Seller in this Agreement, that Seller's covenants not to compete and not to solicit are necessary to protect the interests of Buyers in the Business, including but not limited to, goodwill and customer relationships, and that irreparable harm and damage will be done to Buyers in the event that Seller competes unfairly with the Business.

It is specifically agreed that for a period of three (3) years after the date of this Agreement and throughout the Grade B contours (or the FCC recognized digital television equivalent) of the Stations and the protected contours of the TV translators being assigned, neither Seller nor its Affiliates shall directly or indirectly, own, manage, operate, control, advise, be employed by, or materially participate in, or be materially involved in any manner with the ownership, management, operation, or control of,

any business that competes directly, or in a material way indirectly, with the Business provided, however, that this Agreement shall not limit either Seller's or its Affiliates' ability to: (i) own not more than five percent (5%) of the outstanding stock of any class of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market; or (ii) participate as a director, shareholder, member, partner, employee, officer, manager, agent, representative or consultant with a national media network or organization which may or may not own properties throughout the Grade B contours (or the FCC recognized digital television equivalent) of the Stations and the protected contours of the TV translators being assigned, provided neither Seller nor Seller's Affiliates shall be involved in the day-to-day management of any broadcast television property operating within the State of Alaska which competes with the Station in the Stations' Grade B contours.

For purposes of this Agreement, "**Affiliate**" of Seller means: (i) any Person directly, or indirectly through one or more intermediaries, controlled by Seller; or (ii) Michael D. Granados and Ian J. Guthrie.

2. Nonsolicitation of Customers. It is specifically agreed for a period of three (3) years after the date of this Agreement and throughout the Grade B contours (or the FCC recognized digital television equivalent) of the Stations and the protected contours of the TV translators being assigned, neither Seller nor its Affiliates shall, individually or collectively, as a participant in a partnership, sole proprietorship, corporation, limited liability company, or other entity, or as an operator, investor, shareholder, partner, director, employee, consultant, manager, or advisor of any such entity, or in any other capacity whatsoever, either directly or indirectly: (i) solicit or accept any advertising to be broadcast or otherwise distributed within the Grade B contours (or the FCC recognized digital television equivalent) of the Stations and the protected contours of the TV translators being assigned from any Customer of the Stations, or (ii) request or advise any Customer to withdraw, curtail, or cancel any of Customer's business or other relationships with Buyer.

For purposes of this Section entitled "**Non-Solicitation of Customers**," "**Customer**" shall mean any person or entity to which Seller, during the past three (3) years of Seller's operation of the Stations, (i) rendered any services or sold anything of value to, or (ii) solicited the business of such person or entity, whether or not any services were rendered or anything of value was sold to such person.

3. Nonsolicitation of Personnel. Seller expressly agrees and understands that it would cause substantial harm and detriment to Buyers if employees of Buyers were hired or lured by Seller to a concern similar to that of the Business. Specifically, the harm and

detriment that would be incurred by Buyers includes, but is not limited to, loss of office continuity and return on investment made in training employees, additional training and hiring costs for replacement employees, and potential loss of referral sources and customers. For a period of two (2) years after the date of this Agreement, neither Seller nor its Affiliates shall: (i) personally participate, directly or indirectly, in or be materially involved in any manner in the hiring or any attempt to hire as an employee, officer, director, consultant, or advisor any person who is at the time of such hiring an employee of, or independent contractor providing personal services to, Buyers or an Affiliate of Buyers, (ii) disclose the name of any employee of, or independent contractor providing personal services to, Buyers or an Affiliate of Buyers to any prospective or subsequent employer for the purpose of assisting in such hiring or attempted hiring of an employee of, or independent contractor providing personal services to, Buyers or an Affiliate of Buyers (provided, however, that this clause (ii) shall not prevent Seller or its Affiliates from providing routine, ordinary course of business, unsolicited confirmations of employment), or (iii) otherwise, directly or indirectly, induce or attempt to induce any employee of, or independent contractor providing personal services to, Buyers or an Affiliate of Buyers to leave the employ of Buyers or an affiliate of Buyers; provided, however that general advertisements with respect to a position that are not specifically directed to Buyer's employees will not violate this Section.

4. Reasonableness of Restrictions. Seller has carefully read and considered the provisions of the sections entitled "*Limitation on Competition*," "*Nonsolicitation of Customers*," and "*Nonsolicitation of Personnel*" and, having done so, agrees that the restrictions set forth therein are fair and reasonable and are reasonably required for the protection of the legitimate business interests of Buyers. Seller further agrees and acknowledges that the duration and geographic area of the limitations set forth therein are reasonable under the circumstances considering Buyers' expenditure of considerable sums to purchase the Assets and agrees that in all likelihood these restrictions would not work an undue hardship on Seller.

5. Remedies. Seller acknowledges that Seller's threatened or actual breach of any of the terms hereof will result in immediate and irreparable harm and injury to Buyers, not adequately compensable by monetary relief. As a result, Buyers shall have the right to enforce the provisions hereof by injunction, specific performance or other equitable relief, as well as through all other equitable and legal remedies to which Buyers may be entitled.

6. Payment to the Seller. As consideration for each Seller's obligations under this Agreement, Buyer has paid to the Seller the sum of Ten Dollars (\$10.00). The Seller hereby acknowledges receipt and sufficiency of such payment.

7. General Provisions. In the event of a breach by Seller of any of the Sections of this Agreement entitled "*Limitation on Competition*" and/or "*Nonsolicitation of Customers*" and/or "*Nonsolicitation of Personnel*," then the restrictive periods

referenced in such Sections shall be tolled and shall begin to run or recommence running only at such time as the breach is alleviated.

A breach, or threatened breach, by Seller or any of Seller's Affiliates, shall be considered a default of this Agreement by Seller.

All notices required or permitted hereunder shall be in writing and shall be either personally delivered or sent, postage prepaid, by certified or registered mail to Seller or Buyers at the addresses for such set forth in Section 13.1 of the Asset Purchase Agreement. Notice shall be deemed to have been given (as the case may be) on the date of personal delivery or on the third day after the date of delivery to the U.S. Postal Service.

This Agreement embodies the entire agreement and understanding of the parties with regard to the subject matter hereof, and no provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing signed by Seller and Buyers. No waiver by any party hereto of any condition or provision of this Agreement to be performed by any other party shall be deemed a waiver of any other condition or provision at the same or at any prior or subsequent time. Waiver by Seller or Buyers of any breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof or as a waiver by any other entity.

As used herein, the masculine gender includes the feminine gender and vice versa.

Should any one or more Sections of this Agreement be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining Sections contained herein shall not in any way be affected or impaired thereby. In addition, if any Section hereof is found to be partially enforceable, then it shall be enforced to that extent.

All capitalized terms not otherwise defined in this Agreement shall have the meanings provided to them in the Asset Purchase Agreement.

This Agreement shall inure to the benefit of and may be enforced by Buyers and their respective successors or assigns, and it shall be binding upon Seller and Seller's heirs, successors, and assigns.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the State of Delaware.

The courts of the State of Delaware in New Castle County and the United States District Court of Delaware shall

have jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, each of the parties to this Agreement submits to the jurisdiction of those courts, including, but not limited to, the in personam and subject matter jurisdiction of those courts, waives any objection to such jurisdiction on the grounds of venue or forum non conveniens, the absence of in personam or subject matter jurisdiction and any similar grounds, consents to service of process by mail (in accordance with this Section 7) or any other manner permitted by law, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. These consents to jurisdiction shall not be deemed to confer rights on any person other than the parties to this Agreement.

In any action brought to enforce the terms of this Agreement, the prevailing party or parties shall be entitled to such award of attorneys' fees and costs as may be determined by the court to be reasonable.

IN WITNESS WHEREOF, this Agreement has been
executed as of _____, 2010.

SELLER:

SMITH MEDIA, LLC

By: _____
Name: _____
Title: _____

SMITH MEDIA LICENSE HOLDINGS, LLC

By: _____
Name: _____
Title: _____

BUYERS:

VISION ALASKA I, LLC

By: _____
Name: _____
Title: _____

VISION ALASKA II, LLC

By: _____
Name: _____
Title: _____