

Pleadings

Pleading File Number: 0000180105 | Submit Date:

Pleading Type: Petition for Reconsideration | Status Date: 01/17/2022

General
Information

Section	Question	Response
Pleading / Appeal Type	Type of Pleading or Appeal	Petition for Reconsideration
Upload Attachments	Are all necessary attachments being filed with this pleading /appeal.	Yes

Filer Information

Applicant	Address	Phone	Email	Applicant Type
Robert Pettitt	1052 Fisher Hill Rd Appleton, WA 98602	+1 (541) 340-0840	rhpettitt@yahoo.com	Individual

Contact Representative

Contact Name	Address	Phone	Email	Contact Type
Robert Pettitt Sole Proprietor	1052 Fisher Hill Rd Appleton, WA 98602	+1 (541) 340-0840	rhpettitt@yahoo.com	

Certification

Section	Question	Response
Certification	The undersigned certifies that he or she is (a) the party filing the pleading, or an officer, director, member, partner, trustee, authorized employee, or other individual or duly elected or appointed official who is authorized to sign on behalf of the party filing the pleading; or (b) an attorney qualified to practice before the Commission under 47 C.F.R. Section 1.23(a), who is authorized to represent the party filing the pleading, and who further certifies that he or she has read the document; that to the best of his or her knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay.	
		<i>Sole Proprietor</i> 2022-01-17

Attachments

File Name	Uploaded By	Attachment Type	Description	Upload Status
<u>Petition for Reconsideration.pdf</u>	Applicant	Pleadings	Petition for Reconsideration	Done with Virus Scan and/or Conversion

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554

<hr/>)	
In the Matter of)	
)	File No. 0000177475
Cancellation of Class-A Television License for)	
KRHP-CD, The Dalles, Oregon (Fac. Id. 56971))	
<hr/>)	

PETITION FOR RECONSIDERATION

Pursuant to 47 C.F.R. §1.106, Robert Pettitt (“Pettitt”) hereby petitions the Commission to reconsider the cancellation of license BLDTA-20090819AFR (the “License”) for Class-A television station KRHP-CD, The Dalles, Oregon (the “Station”) and reinstate the License so that the Station can be sold and continue serving the public with a different owner.

Factual Summary

On December 17, 2021, Pettitt electronically filed a request for cancellation of KRHP-CD’s license, citing declining physical and mental capacity to handle the day-to-day operation of the Station. The FCC cancelled the license in its systems on December 20, 2021, issuing a public notice of the cancellation the next day. In the days following, one of the Station’s programmers learned of the license cancellation and inquired as to Pettitt’s interest in selling the Station so that it could continue serving its viewers. After reflection, Pettitt concluded that his decision to cancel the license was premature given the alternative of new Station ownership. Pettitt now seeks reinstatement of the License.

Legal Support

The Petition is Timely

This petition is timely filed under 47 CFR §1.106(f) within thirty (30) days of the FCC's December 21, 2021 public notice announcing the License cancellation.¹

Grant of the Petition and Reinstatement of the License Comports with FCC Policy

Section 1.106(c)(2) authorizes the Bureau to grant a petition for reconsideration when it determines that consideration of the facts or arguments relied on is required in the public interest. Pettitt's statement attached hereto as Exhibit A provides ample facts and arguments that reinstatement of the License is in the public interest. The community served relies upon the Station as a source of helpful, wholesome programming and will benefit from reinstatement of the License.

Pettitt's statement also clarifies that a bad reaction to a physician-prescribed medication temporarily created physical and mental capacity issues, but those have now been eradicated. A letter from Pettitt's personal physician is included with Pettitt's statement, and removes any question as to Pettitt's mental capacity.

The party interested in purchasing the Station presented Pettitt with a purchase agreement, which has now been executed and is attached hereto as Exhibit B. Upon reinstatement of the License, the parties will prepare and file an application requesting FCC approval to assign the License.

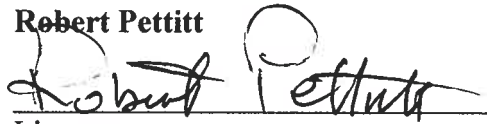
Conclusion

For the foregoing reasons, Pettitt respectfully requests that the Commission reconsider the cancellation of and reinstate the License.

¹ See LMS Action PN Function specifying 12/21/2021 public notice.

Respectfully submitted:

Robert Pettitt

A handwritten signature in black ink, appearing to read "Robert Pettitt", written over a horizontal line.

Licensee

Dated: January 14, 2022

Exhibit A – Pettitt Statement

KRHP-CD Channel 14; The Dalles, OR: Reconsideration.

In losing KRHP-CD, the small community of The Dalles, OR loses not one, but two major Christian TV networks otherwise unavailable from other sources. Great Christian leaders and theologians teaching and preaching the Gospel of Christ 24/7/365 is lost to The Mid Columbia Area of Oregon and Washington. Many of these Christian leaders are not otherwise available in The Dalles, OR except on KRHP-CD.

A local Senior Pastor of a Church whose Sunday Service was broadcast weekly on KRHP-CD tells of going shopping at the local Fred Meyer (Krogers in the rest of the country) and having many people each week come up to him and asked, “Aren't you that guy on channel 14?”

Another local Senior Pastor from a Church in neighboring Hood River, OR was umpiring a local little league game. A player came sliding into second base, and the Pastor-umpire called him “out”. The kid looked up and said, “You're that guy on channel 14! We watch you together as a family every week!” This Pastor has done 500 half hour teaching programs on KRHP-CD.

Many people have written, emailed, or contact messaged over the years that they are home bound in one way or another, and that channel 14 is their Church. This would be lost if Reconsideration does not take place, and the

Petition for Cancellation is not overturned.

One of KRHP-CD's channels (14.3) is 24/7/365 family-friendly E/I children's programming. At any time of day or night, parents can put their beloved kids in front of the TV, and be sure that their children are not being subjected to the violence, sex, and bad language that is on other TV stations. This wonderful “babysitter” is lost to the community of The Dalles, OR if Reconsideration does not take place.

Other local Christian leaders that citizens know and respect regularly have their own programs on KRHP-CD. A local physician has a program. A local Junior College professor has a program. A local citizen who is a past vice president of U. S. Bank has a program. All this would be lost if Reconsideration does not take place.

I once spoke to a Church youth group, and some teenagers actually came up to me and thanked me for having KRHP-CD on the air in The Dalles. They told me that they regularly watched it every morning when they got up and were getting dressed and ready for school.

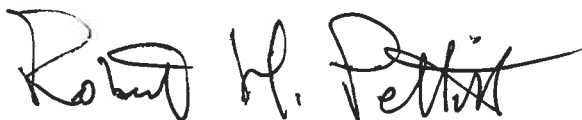
When KRHP-CD recently went dark, emails, texts, contact messages and phone calls have come in wondering what happened. One person said he tuned in to two certain programs to get their particular teaching perspectives that were not available on other stations.

Another person called and said he will particularly miss the programming on KRHP-CD that dealt with the theory of evolution and the theory of creation by a Higher Power. A woman actually broke down in tears when she learned she would miss her Christian movies. All this would be lost to The Dalles if Reconsideration does not take place, and the Petition of Cancellation is not overturned.

KRHP-CD Licensee Emeritus Robert H. Pettitt's health incapacitation was caused by a bad reaction to a physician-prescribed medication, and has been completely eradicated. Mr. Pettitt has been restored to full physical and mental health as evidenced by the attached letter from Mr. Pettitt's personal physician of over thirty years.

The above is only a small sampling of the good public service that KRHP-CD Television provides for the small community of The Dalles, in the beautiful Columbia River Gorge of Oregon and Washington. This evidence fully supports the Reconsideration and overturning of Mr. Pettitt's Petition For Cancellation. KRHP-CD emulates what Class A Low Power Television should be.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robert H. Pettitt", with a stylized flourish at the end.

Robert H. Pettitt

Licensee Emeritus, KRHP-CD



Menu



Visits



Messages



Test Results



Medications



Robert

Letter Details

NorthShore
MEDICAL GROUP

1/11/2022

Patient: **Robert H Pettitt**
MR Number: **9501625944**
Date of Birth: **1/19/1947**
Date of Visit: **1/11/2022**

To whom it may concern,

The above captioned gentleman has been under my care for many years. He recently had a surgical procedure and was prescribed a medication that he reacted to very poorly rendering him incompetent to manage his television station. He is no longer taking the medication and since discontinuing it has returned to his fully competent condition. I have no reservations regarding his physical and mental ability to manage and operate the station at this time.

Sincerely,

Gregory Dean Zuck, MD

No Recipients

Robert H Pettitt | DOB: 1/19/1947 | MR #9501625944

This letter was initially viewed by Robert H Pettitt at 1/11/2022 6:05 PM.[Back to the Letters page](#)

Exhibit B – Purchase Agreement

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of January 17, 2022, by and among Robert Pettitt, an individual and resident of Washington (“**Pettitt**”) and The Lord’s Work, a Washington non-profit corporation (collectively “**Seller**”), and TW Broadcasting, LLC, a South Carolina limited liability company (“**Buyer**”).

RECITALS

WHEREAS, Seller, subject to the reinstatement thereof as contemplated herein, holds the license bearing file number BLDTA-20090819AFR (the “**FCC License**”) issued by the United States Federal Communications Commission (the “**FCC**”) to Seller for the operation of commercial Class-A television station KRHP-CD, The Dalles, Oregon (Fac. Id. 56971) (the “**Station**”), and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the FCC License and certain associated land, equipment and rights for the price and on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the above recitals, the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

SECTION 1. PURCHASE AND SALE; PRICE AND ASSUMPTION

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, upon the consummation of the purchase and sale (the “**Closing**”), Seller shall sell, transfer, assign, and deliver to Buyer on the date of the Closing (the “**Closing Date**”), and Buyer shall, subject to the Reinstatement (as defined herein), purchase and acquire from Seller, free and clear of all liabilities, debts, liens and encumbrances of any nature, all of Seller’s right, title, and interest in and to the FCC License, associated call letters, real property and certain equipment necessary for operation of the Station, and any books and records that relate solely to the FCC License, all as identified on Schedule 1.1 attached hereto (collectively, the “**Assets**”).

1.2 Purchase Price. The purchase price for the Assets shall be One Dollar (\$1.00) plus any expenses associated with the transfer of the Assets (the “**Purchase Price**”).

1.3 Assumption. As of the Closing Date, Buyer shall assume and undertake to pay, discharge, and perform the obligations and liabilities of Seller for the Assets insofar as they relate to the time on and after the Closing Date. Buyer shall not assume any other obligations or liabilities of Seller or the Station, and Seller shall remain liable for and pay and discharge such other obligations or liabilities.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforceability of this Agreement may be affected or limited by bankruptcy, insolvency, or similar laws affecting or limiting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.2 No Conflicts. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Seller of this Agreement will not conflict with (i) any law, judgment, order, or ruling of any court or governmental authority applicable to Seller or (ii) the terms of any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound. There is no claim, legal action, or other legal, administrative, or tax proceeding, nor any order, decree, or judgment, in progress or pending, or to Seller's knowledge, threatened, against or relating to the Station or Seller with respect to the Station.

2.3 FCC License. Pettitt voluntarily cancelled and returned the FCC License in December 2021 and has filed a petition for reconsideration of that decision requesting that the FCC reinstate the FCC License (the "**Reinstatement**"). Once reinstated, the FCC License will be in full force and effect, with no materially adverse conditions or restrictions. The Station is licensed as a Class A television station, as that term is defined in the FCC's rules, and Seller has and continues to operate the Station in such a manner as to meet the FCC's requirements for Class A status, namely, broadcasting (a) a minimum of eighteen (18) hours per day, and (b) an average of at least three (3) hours per week of programming each quarter produced within the market area of the Station. No modification of the FCC License is pending or required to enable continued operations at the Station's current site.

2.4 Other Assets. The Station equipment set forth on Schedule 1.1 is in good operating condition, normal wear and tear excepted. The real property identified on Schedule 1.1 is owned in fee simple title by The Lord's Work and the board of directors thereof have approved the sale of the real property to Buyer in connection herewith.

2.5 Brokers. Seller has not engaged any agent, broker, or other person acting pursuant to Seller's authority which is or may be entitled to a commission or broker or finder's fee in connection with the transaction contemplated by this Agreement or otherwise with respect to the sale of the Assets to Buyer.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.2 No Conflicts. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement will not require the consent or approval of any governmental or regulatory authority or third party and will not conflict with (i) any law, judgment, order, or ruling

of any court or governmental authority applicable to Buyer or (ii) the terms of any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound.

3.3 FCC Qualifications. Buyer is, and as of the Closing will be, legally, financially, and otherwise qualified under FCC rules, regulations, and policies to acquire, hold and be the FCC licensee of the Station.

3.4 Brokers. Buyer has not engaged any agent, broker, or other person acting pursuant to Buyer's authority which is or may be entitled to a commission or broker or finder's fee in connection with the transaction contemplated by this Agreement or otherwise with respect to the purchase of the Assets from Seller.

SECTION 4. COVENANTS PRIOR TO CLOSING

From the date hereof until the Closing:

4.1 FCC Communications. Seller shall promptly provide copies of any Seller written communications with or from FCC staff, including all filings and submissions for the Reinstatement, as well as summaries of any verbal communications with FCC staff, regarding the Station.

4.2 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be used or disclosed except as reasonably necessary for purposes of consummating the transaction contemplated by this Agreement.

4.3 Control. Consistent with the Communications Act of 1934, as amended and the FCC rules and regulations, control, supervision and direction of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC License, and Buyer shall not, directly or indirectly, control, supervise or direct the Station prior to Closing.

4.4 Reinstatement. Seller shall diligently prosecute the petition for reconsideration to reinstate the License.

SECTION 5. FCC CONSENT

5.1 Application. The assignment of the FCC License from Seller to Buyer shall be subject to the prior initial grant of FCC consent (the "**FCC Consent**"). Seller and Buyer shall prepare and file an application for the FCC Consent (the "**Assignment Application**") within three (3) business days following the Reinstatement of the License. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable efforts to obtain a grant of the Assignment Application as expeditiously as practicable. Buyer shall pay the filing fee required for the Assignment Application. If the Closing does not occur within the effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 8, the parties shall jointly request an extension of the effective period of the FCC Consent. Buyer and Seller each shall oppose any petitions to deny or other objections filed against the Assignment Application to the extent such petition or objection relates to such party. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 8.

SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING

6.1 Conditions to Obligations of Buyer. Unless waived by Buyer in writing, all obligations of Buyer at the Closing are subject to the fulfillment by Seller prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Seller shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

(c) FCC Consent and License Reinstatement. The License shall have been reinstated and the FCC Consent shall have been granted and be in full force and effect without the imposition on Buyer of any material conditions.

(d) Deliveries. Seller shall stand ready to deliver to Buyer on the Closing Date duly executed assignment agreements pursuant to which Seller shall convey to Buyer Assets in accordance with the terms of this Agreement and such other certificates and similar documents requested by Buyer that are reasonably required to evidence and confirm Seller's performance of its obligations under, and the sale of the Assets in accordance with, this Agreement, including without limitation, a bill of sale, an assignment of FCC Licenses and call letters, a warranty deed for the real property. Seller shall facilitate and Buyer shall be responsible for any expenses associated with the preparation of the warranty deed and the transfer/recording thereof.

(e) No Order. There shall be no order, decree, or judgment of any court, arbitrator, agency, or governmental authority that enjoins the sale of the Station or Assets to Buyer.

6.2 Conditions to Obligations of Seller. Unless waived in writing by Seller, all obligations of Seller at the Closing are subject to the fulfillment by Buyer prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) FCC Consent. The License shall have been reinstated and the FCC Consent shall have been granted.

(d) Deliveries. Buyer shall pay the Purchase Price to Seller at Closing and stand ready to deliver to Seller on the Closing Date a duly executed certificates and similar documents requested by Seller that are reasonably required to evidence and confirm Buyer's performance of its obligations under this Agreement.

(e) No Order. There shall be no order, decree, or judgment of any court, arbitrator, agency or governmental authority that enjoins the sale of the Assets to Buyer.

SECTION 7. CLOSING

Subject to the satisfaction or waiver of the conditions of Closing set forth in Sections 6.1 and 6.2, the Closing shall take place on a mutually agreeable date not later than 5 business days after the FCC Consent is granted. The Closing shall be held by the execution and delivery of the documents contemplated hereby by mail, facsimile or electronic transmission in PDF format.

SECTION 8. TERMINATION

8.1 Termination by Seller. This Agreement may be terminated by Seller prior to Closing and the purchase and sale of the Assets abandoned, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller that would prevent or make unlawful the Closing.

(b) Conditions. If, on the date that would otherwise be the Closing Date, Seller is not in material breach of any of its representations, warranties, or covenants hereunder and any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller.

(c) Breach. Without limiting Seller's rights under any other clause hereof, if Seller is not in material breach of any of its representations, warranties, or covenants hereunder and Buyer has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within ten (10) days after Buyer has received written notice of such breach from Seller.

(d) Reinstatement; Upset Date. If the License is not reinstated or the Closing shall not have occurred by December 31, 2022 (the "**Upset Date**").

8.2 Termination by Buyer. This Agreement may be terminated by Buyer prior to Closing and the purchase and sale of the Assets abandoned, upon written notice to Seller, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(b) Conditions. If, on the date that would otherwise be the Closing Date, Buyer is not in material breach of any of its representations, warranties, or covenants hereunder and any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer.

(c) Breach. Without limiting Buyer's rights under any other clause hereof, if Buyer is not in material breach of any of its representations, warranties, or covenants hereunder and Seller has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within ten (10) days after Seller has received written notice of such breach from Buyer.

(d) Reinstatement; Upset Date. If the License is not reinstated or the Closing shall not have occurred by the Upset Date.

8.3 Rights on Termination. If this Agreement is terminated pursuant to Section 8.1 or 8.2, except in the event of a termination for material breach, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets. Notwithstanding anything to the contrary herein, in no event shall either party be permitted to terminate this Agreement after the Closing. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything to the contrary herein, Section 4.3 (Confidentiality) and Section 9.2 (Fees and Expenses) shall survive any termination of this Agreement.

8.4 Specific Performance. If either party breaches this Agreement, monetary damages alone would not be adequate to compensate the other party for its injury. Each party shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought to enforce this Agreement, the parties shall waive the defense that there is an adequate remedy at law.

SECTION 9. MISCELLANEOUS.

9.1 Representations and Warranties. All representations and warranties in this Agreement shall be continuing representations and warranties and shall survive the Closing for a period of one year, and any claim for a breach of a representation or warranty must be brought prior to the expiration of such one-year period. The covenants and agreements in this Agreement to be performed after the Closing shall survive the Closing until fully performed.

9.2 Fees and Expenses. Buyer shall pay any expenses incurred in connection with this transaction, including the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives.

9.3 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial overnight delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the overnight delivery service or on the return receipt, and (d) addressed as follows:

Seller: Robert Pettitt
1052 Fisher Hill Rd
Appleton, WA 98602
rhpettitt@yahoo.com

Buyer: TW Broadcasting, LLC
3409 Rutherford Rd. Ext.
Taylors, SC 29687
dante@wggs16.com

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9.3.

9.4 Entire Agreement; Amendment. This Agreement, the schedules hereto and all documents and certificates to be delivered pursuant hereto collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement may be modified only by an agreement in writing executed by the parties. No waiver of compliance with any provision of this Agreement shall be effective unless evidenced by an instrument evidenced in writing and signed by the party consenting to such waiver.

9.5 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic transmission in PDF format) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each party hereto shall have delivered to it this Agreement duly executed by the other party hereto.

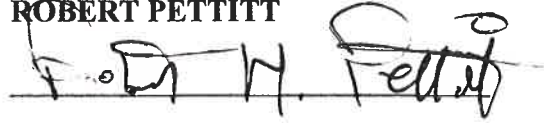
9.6 Governing Law; Venue. This Agreement shall be construed in a manner consistent with federal law and otherwise under and in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of law. The parties unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the U.S. federal and state courts of competent jurisdiction located within the State of Ohio and any applicable appellate court therein, for the resolution of any such claim or dispute.

9.7 Benefit and Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon Seller, Buyer and their respective heirs, successors, and permitted assigns. Neither Buyer nor Seller may assign this Agreement without the prior written consent of the other.

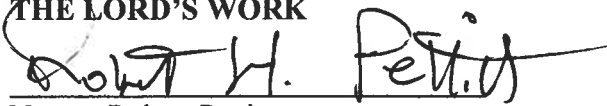
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the day and year first above written.

ROBERT PETTITT

A handwritten signature in black ink, appearing to read "Robert H. Pettitt", written over a horizontal line.

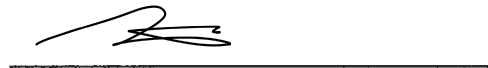
THE LORD'S WORK

A handwritten signature in black ink, appearing to read "Robert H. Pettitt", written over a horizontal line.

Name: Robert Pettitt

Title: President

TW BROADCASTING, LLC

A handwritten signature in black ink, appearing to read "Dante Thompson", written over a horizontal line.

Name: Dante Thompson

Title: Manager

SCHEDULE 1.1 – FCC Licenses | Station Equipment | Lease

FCC License

<i>Call Letters/Cmty</i>	<i>FCC File Number</i>	<i>Channel</i>	<i>Expiration Date</i>
KRHP-CD, The Dalles, OR*	BLDTA-20090819AFR	14	2/1/2023

**Subject to Reinstatement; includes any pending or granted STA requests, modification applications, issued permits, or auxiliary licenses at the time of Closing.*

Equipment

Misc. cables, tools and small parts
5-shelf metal shelving
Jeweler's screwdriver set
20-foot tower/pole
Channel 14 broadcast antenna
Thermometer
Adtec Mpeg 2 Encoder (4)
Adtec 5-input Mux
Linear Atsc Digital Exciter
Telmec Atsc Stringent Mask Filter
13" Sansui TV
Coship Satellite Receivers (2)
Satellite C-band Dish (not in use)
Character Generator (2)
Clock
Ultimizer 4
Character Generator
Radio Shack Selectors
Surge Protectors
Wooden Shelf Unit
Dasdec 2 Digital Alert System
Dasdec 2 Monroe Electronics A/D Relay Panel
Install Dasdec EAS Equipment
Viore 13" TV Monitor
UHF Receiver Antenna
25' F-cord antenna hookup
OTA TV Receiver
Internet Wi-fi Distribution
Window Air Conditioners
TV Monitors 14"
DVD Recorders
Switchers
Audio Mixer
Audio Mixer
DVD Players
Sony Cameras

Panasonic Cameras (2)
Various wall decorations
Pulpit
Various tables/chairs
Various tables/mics
Various cables
Audio Monitor
Various tables/files/chairs
Acer Computer
Cassy Editing Machines (5)
Battery Backups (4)
Satellite Receivers (2)
Window Air Conditioner
Masterplay Computers (Servers) (2)
Microwave
Refrigerator
Snow Shovel
Space Heaters (5)
Converter Boxes (3)
Port-a-potty
Snow Shovel
Sony DVD Players (2)
7" TV Monitor (2)
Refurbished Dell Laptop
HP Computer Laptop
Internet TV Pick-Up Units (2)
Internet Distribution Units (2)

Real Property

Parcel #: 02131400000600; Unknown Situs Dallesport, WA | Tax Code Area: 49 | Assessor
Description: Tax Lot 3 in SWSE; 14-2-13. Includes entrance and egress from the Southwest off
Washington State Highway 14 and from the Northeast off Oak Creek Road both using an unpaved,
ungraded road.