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KING COUNTY, WASHINGTON
JAN 28 2011
DEPARTMENT OF
JUDICIAL ADMINISTRATION

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In re: NEW NORTHWEST
BROADCASTERS, LLC

) NO. 10-2-17616-1 SEA

) ORDER GRANTING RECEIVER'S
) MOTION TO AUTHORIZE (1) SALE OF
) RADIO STATION ASSETS; (2)
) ASSUMPTION AND ASSIGNMENT OF
) CERTAIN CONTRACTS AND LEASES;
) (3) PAYMENT OF A BROKER'S
) COMMISSION; AND (4) DISTRIBUTION
) OF SALE PROCEEDS
)
)
)

THIS MATTER having come before the Court upon the Receiver's Motion to Authorize (1) Sale of Radio Station Assets; (2) Assumption and Assignment of Certain Contracts and Leases; (3) Payment of a Broker's Commission; and (4) Distribution of Sale Proceeds ("Motion"); and the Court having duly considered the Motion, the Declaration of Alan M. Davis in support thereof, the briefs in response and reply thereto, and the objection of Butterfield Broadcasting Corporation having been withdrawn, the other records and files herein, and the argument of counsel, if any; and the Court having determined that (a) the Asset Purchase Agreement proposed by the Motion (the "APA") is fair and reasonable and represents the highest and best value for, and opportunity to dispose of, the Purchased Assets identified therein for sale; (b) Townsquare Media, LLC ("Townsquare") has offered, negotiated and entered into the APA in good faith, at arms' length and without collusion or inequity; (c) Townsquare is not and shall not be deemed to be a successor or alter ego of NNB, nor liable for any obligations or claims against NNB not expressly assumed in the APA; (d) the marketing

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ORDER AUTHORIZING SALE OF ASSETS, ASSUMPTION
AND ASSIGNMENT OF CONTRACTS AND GRANTING
OTHER RELIEF - 1

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and sale process has been sufficient, open and fair in all respects; and (e) the notice given of the proposed sale and opportunity for hearing was sufficient and appropriate under the circumstances; IT IS NOW, THEREFORE

ORDERED that the Receiver's Motion is hereby GRANTED and the Receiver is authorized to sell (a) the following radio stations to Townsquare pursuant to the terms and conditions set forth in the APA:

KJOX(AM), Yakima, Washington	(1390 KHz, Facility No. 49875)
KRSE(FM), Yakima, Washington	(105.7 MHz, Facility No. 49876)
KARY-FM, Grandview, Washington	(100.9 MHz, Facility No. 53674)
KXDD(FM), Yakima, Washington	(104.1 MHz, Facility No. 7919)
KHHK(FM), Yakima, Washington	(99.7 MHz, Facility No. 36031)
KBBO(AM), Selah, Washington	(980 KHz, Facility No. 7918)
KEGX(FM), Richland, Washington	(106.5 MHz, Facility No. 53140)
KIOK(FM), Richland, Washington	(94.9 MHz, Facility No. 12455)
KALE(AM), Richland, Washington	(960 KHz, Facility No. 63359)
KTCR(AM), Kennewick, Washington	(1340 KHz, Facility No. 53139)
KKSR(FM), Walla Walla, Washington	(95.7 MHz, Facility No. 35717)
KUJ-FM, Burbank, Washington	(99.1 MHz, Facility No. 77777)

(collectively, the "Radio Stations"); and (b) the other Purchased Assets, as defined and identified in the APA, to Townsquare pursuant to the terms of the APA (the "Sale"); and it is further

ORDERED that the Receiver is authorized to pay a commission to Kalil and Company in the amount of \$277,000.00 from the proceeds of Sale; and it is further

ORDERED that the sale of the Radio Stations and other Purchased Assets shall be free and clear of liens, with all liens to attach to the proceeds of the Sale, net of reasonable expenses incurred in the disposition of the Radio Stations and other Purchased Assets and receivership expenses allocated to the disposition of the Radio Stations and other Purchased Assets, at the same rank and priority as the liens used to have prior to the institution of the receivership proceeding, whether or not the Sale will generate proceeds sufficient to fully satisfy all claims secured by the Radio Stations and other Purchased Assets; and it is further

1 ORDERED that Townsquare is not and shall not be deemed to be a successor of or alter
2 ego of Northwest Broadcasters LLC ("NNB"), nor liable for any obligations of or claims
3 against NNB not expressly assumed in the APA; and it is further

4 ORDERED that the Receiver is authorized to distribute the net proceeds of the Sale to
5 CIT Lending Services Corporation ("CIT"), after payment of closing costs, Cure Costs, liens
6 securing purchase money security interests and property tax liens, as an interim distribution on
7 account of CIT's first priority secured claim in this receivership proceeding; and it is further

8 ORDERED that the Receiver is authorized to assume and assign to Townsquare the
9 executory contracts and leases listed in Exhibit B to Declaration of Alan M. Davis (the
10 "Assumed Contracts") provided however, that if the Cure Amount materially exceed the
11 amount set forth on Schedule 1.5 of the APA, the Receiver shall not be required to assume and
12 assign such Assumed Contract; and it is further


13 ORDERED that the counterparties to the Assumed Contracts who have not filed a
14 statement with the Court for claims arising out of uncured defaults in the Assumed Contracts
15 are forever barred from claiming the existence of any uncured defaults with respect to such
16 Assumed Contracts.

17 DATED this 28 day of January 2011.

18 
19 SUPERIOR COURT JUDGE

20 Presented by:

21 LANE POWELL PC

22 
23 By/s/Charles R. Ekberg
24 Charles R. Ekberg, WSBA No. 00342
25 Magdalena Bragun, WSBA No. 40770
26 Attorneys for Receiver

ERIC WATNESS

JAN 28 2011

COURT COMMISSIONER