

**Exhibit 13**  
**Agreements and Description of Transaction**

***Background and Description***

The instant application is one of five applications for consent to assignment whereby Quincy Newspapers, Inc. (“QNI”) seeks consent to become licensee of the respective station. In the interest of providing a holistic view of the transactions, QNI is submitting virtually identical versions of this Exhibit 13 in each of its five assignment applications.

QNI is a privately-held fifth and sixth generation family-owned media company, which has owned and operated broadcast stations since 1947 and television stations, specifically, since 1953. QNI is committed to the communities and regions it serves by providing the best in local news, community affairs and entertainment. QNI also has a demonstrably strong history of supporting social service and non-profit organizations in its markets and will similarly support such enterprises in the communities served by the stations that are the subject of the proposed transactions. Over QNI’s sixty-plus years of public service, various QNI stations have received numerous awards and recognition from local, state and national organizations for consistent leadership in the areas of news, weather, and sports as well as their support of events that promote and enhance the communities they serve.

A complete list of stations for which consent to assignment is sought by the parties in the instant application and related applications is below.

<b>Call Sign</b>	<b>Fac. ID Number</b>	<b>Current Licensee</b>	<b>Proposed Licensee</b>	<b>Community of License</b>
WBNG-TV	23337	WBNG License, Inc.	QNI	Binghamton, NY
WEEK-TV <sup>1</sup>	24801	WEEK-TV License, Inc.	QNI	Peoria, IL
KBJR-TV	33658	KBJR License, Inc.	QNI	Superior, WI
KRII <sup>2</sup>	82698	Channel 11 License, Inc.	QNI	Chisholm, MN
WPTA	73905	Malara Broadcast Group of Fort Wayne Licensee LLC	QNI	Fort Wayne, IN

For four of the five stations listed above (WBNG-TV, WEEK-TV, KBJR-TV, and KRII), QNI, Granite Broadcasting Corporation (“Granite”)—the parent of each respective station’s current licensee—and

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<sup>1</sup> The acquisition by QNI of WEEK-TV, Peoria, Illinois, contemplates the assumption by QNI of two sets of agreements under which the seller in this transaction currently provides certain technical, administrative, back-office, and sales services to two other television stations in Peoria, namely WHOI, Peoria, Illinois (Fac. ID No. 6866) and WAOE, Peoria, Illinois (Fac. ID No. 52280). Following the closing of the transactions proposed in the instant application and related applications, QNI or a wholly-owned subsidiary of QNI will continue to provide to WHOI and WAOE the same services as the seller currently provides. To be clear: the licenses of WHOI and WAOE are not the subject of the instant transaction, and the transactions do not contemplate any new arrangements for WHOI or WAOE but instead merely the continuation of the *status quo ante*, with QNI “stepping into the shoes” of the seller to continue to provide the same services.

<sup>2</sup> The application for QNI to obtain consent to the assignment of the license of KRII includes a request for continued satellite authority, whereby QNI would continue to operate KRII as a satellite of KBJR-TV. See Exhibit 18 of the KRII assignment application.

SagamoreHill of Indiana, LLC (“SagamoreHill Indiana”), are parties to an Asset Purchase Agreement dated as of February 10, 2014 (the “Asset Purchase Agreement”), pursuant to which, at the closing of the transactions following receipt of Commission consent, the license for the respective station will be assigned from the relevant Granite licensee to QNI. The fifth station listed above, WPTA, is similarly subject to the Asset Purchase Agreement, and the following additional facts and mechanics are relevant to effectuate and understand the sale and purchase of WPTA:

WPTA is currently licensed to Malara Broadcast Group of Fort Wayne Licensee LLC (“Malara Fort Wayne”). Malara Broadcast Group, Inc. (“Malara”), Malara Broadcast Group of Fort Wayne LLC (“Malara Intermediary”), Malara Fort Wayne (together the “Malara Entities”) and Granite are parties to a Put and Call Option Agreement, dated December 8, 2009 (the “Put Call Option Agreement”) and attached to the WPTA assignment application, pursuant to which Granite has the right to acquire the licenses and other assets of WPTA, held or owned by the Malara Entities.

Subsequently, pursuant to certain Option Exercise Agreements dated February 10, 2014 (as amended February 21, 2014), by and among Granite and the Malara Entities (attached to the WPTA assignment application), Granite exercised its options to purchase from the Malara Entities the licenses and other assets of WPTA. Finally, as already referenced above, also on February 10, 2014, QNI, Granite, and SagamoreHill Indiana entered into the Asset Purchase Agreement, pursuant to which, at the closing of the transaction and following receipt of Commission consent, the FCC licenses and certain other assets of WPTA will be assigned to QNI.

#### ***Agreements Between QNI and SagamoreHill***

In addition to QNI’s proposed acquisition of the five stations referenced above, QNI and/or its wholly-owned subsidiaries will also be providing, pursuant to a series of agreements, certain technical, administrative, and back-office services to two additional stations, which are also the subject of the Asset Purchase Agreement and contemporaneously-filed consent to assignment applications whereby wholly-owned subsidiaries of SagamoreHill Midwest, LLC (“SHB”) are the proposed licensees. Due to the Commission’s multiple ownership restrictions, those stations, which are listed below (herein referred to as the “SHB Stations”), will not be acquired by QNI. The parties respectfully request that all seven applications (the five QNI applications and the two applications for the SHB Stations) be processed concurrently.

<b>Call Sign</b>	<b>Fac. ID No.</b>	<b>Proposed Licensee</b>	<b>Community of License</b>
WISE-TV <sup>3</sup>	13960	SagamoreHill of Indiana Licenses, LLC	Fort Wayne, Indiana
KDLH <sup>4</sup>	4691	SagamoreHill of Duluth Licenses, LLC	Duluth, Minnesota

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<sup>3</sup> Greater detail regarding the mechanics of the structure of the transaction for the sale and purchase of WISE-TV are set forth in the Asset Purchase Agreement and the application for the assignment of WISE-TV’s license to SagamoreHill of Indiana Licenses, LLC, which is filed concurrently herewith.

<sup>4</sup> Greater detail regarding the mechanics of the structure of the transaction for the sale and purchase of KDLH are set forth in the Asset Purchase Agreement and the application for the assignment of KDLH’s license to SagamoreHill of Duluth Licenses, LLC, which is filed concurrently herewith.

With respect to each of the respective SHB Stations, the following agreements are also attached to the corresponding WPTA and KBJR-TV assignment applications (and to the corresponding WISE-TV and KDLH assignment applications):

- Form of Shared Services Agreement, by and between QNI, SHB, and Louis Wall (the “Shared Services Agreement”)
- Form of Management Services Agreement, by and between SHB and Louis Wall (the “Management Services Agreement”)
- Form of Option Agreement by and among QNI, SHB, and Louis Wall (the “Option Agreement”)
- Form of Side Letter, dated February 21, 2014, by and among QNI, SHB, and Louis Wall (the “Side Letter”)<sup>5</sup>

Pursuant to each respective Side Letter, QNI has assigned to SHB its rights under the Asset Purchase Agreement to acquire the respective SHB Stations.

Upon consummation of the assignment of licenses as proposed in the instant application and related applications, pursuant to the respective Shared Services Agreement referenced above and attached to the respective WPTA and KBJR-TV applications, QNI will provide certain technical, administrative and back-office support and business services for the SHB Stations, all under the supervision and control of SHB. The Shared Services Agreement also provides for certain office and facilities leases. The parties also contemplate that QNI will provide some news programming—not to exceed 15 percent of either of the SHB Stations weekly programming—to each of the SHB Stations. The Management Services Agreement provides that Louis Wall will personally provide management services to SHB, including with respect to the finances, programming, and personnel of the SHB Stations. Mr. Wall is a television broadcaster with over 30 years of experience working at, managing, and owning local television stations. Further evidence of Mr. Wall’s and SHB’s demonstrated commitment to public service and broadcasting is included in Exhibit 16 of the KDLH and WISE-TV assignment applications.

Additionally, pursuant to the respective Option Agreement, upon consummation of the proposed transactions, QNI will have an option, at its election and subject to the prior consent of the Commission, to acquire each of the SHB Stations.<sup>6</sup>

It bears noting that QNI has not entered into, and does not contemplate entering into, a joint sales agreement or similar arrangement with respect to the SHB Stations. SHB will handle the SHB Stations’ sales functions.

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<sup>5</sup> Although the Side Letter contemplates the execution of a Guaranty Agreement, the form of such agreement has not yet been drafted.

<sup>6</sup> More specifically, QNI will have the option, subject to the prior consent of the Commission, to purchase (i) all equity interests in or with respect to SHB, including 100 percent of the membership interests in SHB, or (ii) all of SHB’s assets relating to each of the SHB Stations.

***Public Interest Benefits***

These proposed transactions and collaborative relationship between and among QNI, SHB, and Mr. Wall will have a significant public interest benefit in their respective markets, including:

\* In the Duluth, MN – Superior, WI market (the “Duluth Market”), QNI’s ownership of KBJR-TV will replace an arrangement that currently includes an advertising representation agreement, whereby personnel at KBJR-TV currently provide certain sales-related services to KDLH. Following the closing of the transactions, QNI will provide certain other services (as referenced above) to KDLH (which is one of the SHB Stations), but it will not include any joint sales agreement, advertising representation or other sales functions.

\* In the Fort Wayne market, QNI’s ownership of WPTA will replace an arrangement that currently includes a sales representation agreement, whereby personnel at WISE-TV currently provide certain sales-related services to WPTA. Following the closing of the transactions, QNI will provide certain other services (as referenced above) to WISE-TV (which is one of the SHB Stations), but it will not include any joint sales agreement, advertising representation agreement or other sales functions.

\* In the Duluth Market, QNI’s ownership of KBJR-TV and provision of services to KDLH is anticipated to translate into more upgraded equipment and more extensive live news programming for the Duluth Market. In compliance with the rules, and consistent with the existing arrangement between the stations, QNI’s provision of news programming to KDLH will not exceed 15 percent of KDLH’s weekly programming content.

\* In the Duluth Market and in Fort Wayne, QNI anticipates making strategic investments to upgrade certain of KBJR-TV’s and WPTA’s respective facilities, including broadcast equipment, studio space, and weather gathering/tracking/reporting technology. These upgrades will translate into better and more timely information for viewers of KBJR-TV and KDLH (in the Duluth Market) and for viewers of WPTA and WISE-TV (in Fort Wayne). As noted, QNI’s provision of news programming to KDLH and WISE-TV will not exceed 15 percent of either station’s weekly programming content. The increase and upgrade in news programming that will ensue are in furtherance of the Commission’s stated goals. *See, e.g., Annual Assessment of the Status of Competition in the Market for the Delivery of Video Programming*, Notice of Inquiry, FCC 14-8 (rel. Jan. 31, 2014), ¶ 39 n.76 (“Local news also continues to be a major policy goal of the Commission’s media ownership rules.”).

\* QNI and SagamoreHill already have a proven track record for collaboration and public interest performance. The two broadcasters have collaborated for nearly a decade in the Rochester-Mason City-Austin market (the “Rochester Market”), and the public interest benefits of the arrangement there serve as “past-is-prologue” guidance for the proposed relationship in the Duluth Market and in Fort Wayne. In the Rochester Market, QNI’s provision of services has increased the amount and quality of news offered to SagamoreHill’s station’s viewers, and, just as importantly, the two stations there often provide their own distinct coverage of events, public service campaigns, and news stories, as determined by their respective licensees. Just as the viewers in the Rochester Market have benefited from the collaborative arrangement between these two broadcasters, it is anticipated that viewers in the Duluth Market and Fort Wayne will benefit in similar ways from the collaborative arrangements contemplated by the transactions proposed here.

***Pending License Renewal Applications***

License renewal applications are pending for WEEK-TV, KBJR-TV, KRII, and WPTA, which QNI proposes to acquire. A license renewal application is due to be filed for WBNG-TV by February 2, 2015. License renewal applications are also pending for WISE-TV and KDLH, which SHB proposes to acquire.

In *Stockholders of CBS Inc.*, 11 FCC Rcd 3733 (1995), the Commission held, and established the precedent, that it may consider and act on an application for the acquisition of multiple broadcast stations, notwithstanding the pendency of any application for renewal of license of one or more of the stations subject to the transaction. It is respectfully requested that the Commission process all of the applications that are the subject of the proposed transactions pursuant to the procedures established in the *CBS* decision. As set forth in Section 1.10(c) of the Asset Purchase Agreement, the respective assignee has agreed, should it be necessary, to assume the consequences associated with succeeding to the place of the existing renewal applicant if the renewal applications for any of the stations are pending at the time that the parties consummate the proposed transactions.

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