

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of April 26, 2007 between King Broadcasting Company ("Seller") and NPG of Oregon, Inc. ("Buyer") (collectively "Parties").

### Recitals

A. Seller owns the following television translator station (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

K60BQ, Terrebonne, Oregon (FCC Facility ID #34879) (with a construction permit for displacement channel 45 at Terrebonne, Oregon)

B. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: PURCHASE OF ASSETS

1.1. Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the assets of Seller which are used or held for use in the operation of the Station (the "Station Assets"), but excluding the Excluded Assets (defined below). Without limiting the generality of the foregoing, the Station Assets include the following (except to the extent that any of the following constitute Excluded Assets):

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station and described on *Schedule 1.1(a)* (the "FCC Licenses"), including any renewals or modifications thereof between the date hereof and Closing, and including the right to use the Station's call letters;

(b) all of Seller's equipment, antennae, cables and other tangible personal property which are used or held for use in the operation of the Station and listed on *Schedule 1.1(b)*, except for any retirements or dispositions of equipment valued at less than \$100 that are made between the date hereof and Closing in the ordinary course of business (the "Tangible Personal Property");

(c) Seller's verbal agreement for use of the Station's tower site in Terrebonne, Oregon currently used for the Station's licensed operations (the "Tower Agreement"), together with the contracts, agreements and leases in connection with the business and operations of the Station listed on *Schedule 1.1(c)*, and such additional contracts, agreements and leases in

connection with the business and operation of the Station made between the date hereof and Closing in the ordinary course of the Station's business, if any (the "Contracts");

(d) all of Seller's rights under manufacturers' and vendors' warranties with respect to the Tangible Personal Property, and any and all of Seller's claims arising under Contracts assumed by Buyer hereunder; and

(e) all files, documents and records (or copies thereof) relating to the operation of the Station, but excluding records relating to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for the Assumed Obligations (defined below).

1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the "Excluded Assets"):

(a) Seller's accounts receivable, and all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, asset or money market accounts and all such similar accounts or investments;

(b) Seller's name, corporate minute books, charter documents, corporate stock record books and any other books and records that pertain to the organization, existence or share capitalization of Seller;

(c) all insurance policies, and all insurance proceeds or claims made thereunder; and

(d) all assets used or held for use solely in the operation of any other station owned or operated by Seller or its affiliates.

1.3. Assumed Obligations. At Closing, Buyer shall assume the obligations of Seller with respect to the Station arising during, or attributable to, any period of time on or after the Closing Date (defined below) under the Tower Agreement, the Contracts, and any other liabilities of Seller with respect to the Station, but only to the extent that Buyer receives a credit therefor under Section 1.5 (the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to have assumed, any other liabilities or obligations of Seller.

1.4. Purchase Price. In consideration for the sale of the Station Assets to Buyer, Buyer shall pay Seller at Closing, by wire transfer of immediately available funds, the sum of One Hundred Two Thousand Dollars cash (\$102,000), subject to any adjustments pursuant to Section 1.5 (the "Purchase Price").

1.5. Prorations. Any deposits, reserves and prepaid and deferred income and expenses arising from the conduct of the business and operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 12:01 a.m. on

the day of Closing. Such prorations shall include any business and license fees (including without limitation all FCC annual regulatory fees), utility expenses, rents and other payments under the Tower Agreement and similar prepaid and deferred items. Such prorations and adjustments, to the extent practicable, shall be made at Closing. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days after Closing.

1.6. Allocation. Buyer and Seller will allocate the Purchase Price in accordance with the respective fair market values of the Station Assets in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended. Each of Buyer and Seller shall file its federal income tax returns and its other tax returns reflecting such allocation.

1.7. Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place no later than the fifth business day after public notice is given of the FCC Consent (defined below), subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.8. FCC Application. As soon as practicable (and in no event later than five (5) business days after the date of this Agreement), Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer ("FCC Application"). The FCC's grant of the FCC Application is referred to herein as the "FCC Consent." Seller and Buyer each shall use commercially reasonable efforts promptly to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application and promptly shall furnish all information requested by the FCC.

1.9. Renewal. An application for the renewal of the FCC Licenses is currently pending before the FCC. The Parties acknowledge that under current FCC policy, either the FCC will not grant an assignment application while a renewal application is pending, or the FCC will grant an assignment application with a renewal condition. If reasonably necessary to obtain grant of the Station's renewal application and thereby facilitate the transaction contemplated by this Agreement, if appropriate under FCC rules, regulations and policies, Seller will use commercially reasonable efforts to enter into an agreement with the FCC to toll the applicable statute of limitations with respect to any complaints pending against the Station.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be made by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts. The execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.4. FCC Licenses. Seller is the holder of the FCC Licenses described on *Schedule 1.1(a)*. Except as set forth on *Schedule 1.1(a)*, the FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. Except as set forth on *Schedule 1.1(a)*, there is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). The Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations and policies of the FCC.

2.5. Personal Property. *Schedule 1.1(b)* contains a list of all items of Tangible Personal Property included in the Station Assets. Seller has title to the Tangible Personal Property free and clear of Liens. The Tangible Personal Property listed on *Schedule 1.1(b)* is in normal operating condition, ordinary wear and tear excepted.

2.6. Contracts. Neither the Station nor Seller with respect to the Station is a party to or bound by any Contract except for the Tower Agreement and the other Contracts listed on *Schedule 1.1(c)*. Seller has delivered to Buyer complete and correct copies of all Contracts listed in *Schedule 1.1(c)*. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation of Seller under the Tower Agreement or any other Contract. Seller is not in violation or breach of any of the terms, conditions or provisions of the Tower Agreement or any other Contract.

2.7. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

## ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Buyer as follows:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the “Buyer Ancillary Agreements”) and to consummate the transactions contemplated hereby.

3.2. Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3. No Conflicts. The execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.4. Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station.

3.5. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer’s behalf.

## ARTICLE 4: COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

4.1. 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 disclosed to any other person or entity, except the Parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.

4.2. Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of all Station operations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

4.3. Risk of Loss. The risk of loss and damage, whether by force majeure or other casualty, to the Station Assets between the date of this Agreement and the Closing Date will be on Seller. Seller shall take all reasonable steps to repair, replace and restore the Station Assets as soon as possible after any loss or damage, it being understood and agreed that all insurance proceeds with respect thereto ("Proceeds") will be applied to or reserved for such replacement, restoration or repair, but that Seller will have no obligation to repair, replace or restore in excess of the Proceeds (plus any applicable deductible payment). If Seller elects not to fully repair, replace or restore the Station Assets, then Buyer shall have the option to (i) terminate this Agreement, or (ii) accept the Station Assets in their then-current condition, with an abatement or reduction in the Purchase Price in an amount equal to the difference between the amount necessary to fully repair or replace the damaged Station Assets and the amount of the unused Proceeds and payment of the deductible amount. If Buyer elects to accept damaged Station Assets at a reduced Purchase Price, the Parties agree to cooperate in determining the amount of the reduction to the Purchase Price in accordance with the provisions hereof.

4.4. Tower Lease. At the request of Buyer, Seller shall use commercially reasonable efforts to obtain execution of a reasonable tower lease for the site specified in the construction permit for the Station's displacement channel 45 (FCC File No. BDISTT-20060215ACO), but no such tower lease is a condition to Closing.

4.5. Modification Application. Seller shall reasonably consent to the submission by Buyer of an application to modify the construction permit for the Station's displacement channel 45 (FCC File No. BDISTT-20060215ACO) pursuant to Section 73.3517 of the FCC's rules. Any such application shall be at Buyer's cost.

#### ARTICLE 5: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

5.1. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. FCC Consent. Public notice of the FCC Consent shall have been given and no court or governmental order prohibiting Closing shall be in effect.

#### ARTICLE 6: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

6.1. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. FCC Consent. Public notice of the FCC Consent shall have been given and no court or governmental order prohibiting Closing shall be in effect.

#### ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer such bills of sale, assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for the Assumed Obligations.

7.2. Buyer Documents. At Closing, Buyer shall deliver such documents and instruments of assumption as may be necessary to assume the Assumed Obligations, and pay the Purchase Price in accordance with Section 1.4 hereof.

#### ARTICLE 8: SURVIVAL; INDEMNIFICATION

8.1. Survival. The covenants, agreements, representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except those under (i) this Article 8 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved, and (ii) Sections 1.3 (Assumed Obligations), 1.5 (Prorations), 1.6 (Allocation), 4.1 (Confidentiality), 9.2 (Further Assurances) and 9.7 (Expenses), and indemnification obligations with respect to such provisions, which shall survive until performed.

##### 8.2. Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from: (i) any breach or default by Seller under this Agreement; or (ii) the business or operation of the Station before Closing; provided, however, that Seller shall have no liability to Buyer under clause (i) of this Section 8.2 until Buyer's aggregate Damages exceed Five Thousand Dollars (\$5,000) and the maximum liability of Seller hereunder shall be an amount equal to the Purchase Price.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from (i) any breach or default by Buyer under this Agreement; or (ii) the Assumed Obligations or the business or operation of the Station after Closing. The Buyer shall have no liability to the Seller hereunder until Seller's aggregate Damages exceed Five Thousand Dollars (\$5,000) and the maximum liability of Buyer hereunder shall be an amount equal to the Purchase Price.

### 8.3. Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 8.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

## ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1. Termination. This Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the

Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing;

(d) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the date twelve (12) months after the date of this Agreement; or

(e) by written notice of Buyer to Seller in accordance with Section 4.3; or

Each party shall give the other prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. 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 contained herein to the contrary, Sections 4.1 (Confidentiality) and 9.7 (Expenses) shall survive any termination of this Agreement.

9.2. Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

9.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, provided that (i) any such assignment does not delay processing of the FCC t Application, grant of the FCC Consent or the Closing, (ii) any such assignee delivers to Seller a written assumption of this Agreement, and (iii) Buyer shall remain liable for all of its obligations hereunder. The terms of this Agreement shall bind and inure to the benefit of the Parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

9.4. Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

9.5. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Oregon without giving effect to the choice of law provisions thereof.

9.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or

confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as set forth on *Exhibit A* attached hereto (or to such other address as any party may request by written notice to the other party).

9.7. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that the FCC filing fees with respect to the FCC Application shall be paid equally by Buyer and Seller.

9.8. Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

9.9. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

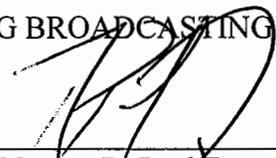
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SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

KING BROADCASTING COMPANY

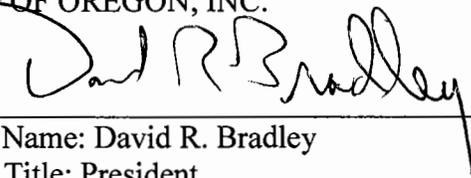
By: 

Name: R. Paul Fry

Title: President & General Manager

BUYER:

~~NPG OF OREGON, INC.~~

By: 

Name: David R. Bradley

Title: President

Exhibit A

Notices to Seller:

King Broadcasting Company  
1501 SW Jefferson Street  
Portland, OR 97201  
Attention: P. Eric Dausman  
Facsimile: (503) 226-4577

with a copy (which shall not  
constitute notice) to:

Wiley Rein LLP  
1776 K Street, NW  
Washington, DC 20006  
Attention: John Burgett  
Facsimile: (202) 719-7049

Notices to Buyer:

NPG of Oregon, Inc.  
62990 O. B. Riley Road  
Bend, OR 97701  
Attention: Jim DeChant  
Facsimile: (541) 617-6252

with a copy (which shall not  
constitute notice) to:

Smithwick & Belendiuk, PC  
5028 Wisconsin Ave., NW, Suite 301  
Washington, DC 20016  
Attention: Bob Thompson  
Facsimile: (202) 363-4266

Gregory C. Lawhon, Esq.  
General Counsel  
News-Press & Gazette Broadcasting  
215 West 18<sup>th</sup> Street #202  
Kansas City, MO 64108  
Facsimile: (816)

**Schedule 1.1(a)**  
**FCC Licenses**

<u>Call Sign</u>	<u>Service Area</u>	<u>Authorization</u>	<u>Facility ID Number</u>	<u>Expiration Date</u>
K60BQ	Terrebone, OR	License (FCC File No. BLTT-19820325IM)	34879	2/1/2007
K45JF	Terrebone, OR	Construction Permit for Displacement Channel (FCC File No. BDISTT-20060215ACO)	34879	6/20/2009

Station K60BQ is used in association with full-power television station KGW, Portland, Oregon. An application for the renewal of the licenses of KGW and its associated translator stations, including K60BQ, was timely filed on October 2, 2006. *See* FCC File No. BRCT-20061002AUN. A petition to deny the renewal application was filed on December 22, 2006 by the Oregon Alliance to Reform Media. The renewal application remains pending.

**Schedule 1.1(b)**  
**Tangible Personal Property**

Transmitter  
Antenna  
Transmission line  
50% interest in tower and transmission shack

**Schedule 1.1(c)**  
**Contracts**

None.