

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT made as of March 5, 2008, by and between the State of Alaska ("Seller") and Anchorage Broadcast Television Consortium, Inc. ("Buyer").

WHEREAS, Seller has agreed to sell to Buyer certain of the assets owned by Seller and used in the operation of the television translator and microwave stations set forth on Attachment I hereto (the "Stations"), including (i) the licenses, permits and other authorizations relating to the Stations issued to Seller by the Federal Communications Commission ("FCC") or any other governmental authority as listed on Attachment I (the "Authorizations"), (ii) the equipment, fixtures and materials, and other tangible personal property, owned or used by Seller with respect to the Stations, as listed on Attachment II hereto (the "Tangible Property"), and (iii) all records and files (including FCC files) relating to the Stations (together with the Authorizations and the Tangible Property, referred to herein as, the "Assets").

NOW THEREFORE, for Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller does hereby agree to sell, assign, transfer and convey to Buyer, and Buyer agrees to assume, Seller's right, title and interest in and to the Assets, subject to, and effective five (5) business days after, the approval of the FCC by final order of the assignment of the Authorizations to Buyer, without conditions materially adverse to Seller or Buyer ("Closing Date").

Seller hereby covenants and warrants to Buyer that it is the lawful owner of the Assets; that the Assets are held free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature; and that Seller has the right to sell and transfer the same as aforesaid.

Seller acknowledges and agrees that the operation of the Stations as currently operated requires the use of certain real property owned or controlled by Seller and that Seller hereby grants Buyer, without further consideration, the right to use such property in connection with the operation of the Stations. This right is for an initial term of ten (10) years with two (2) five (5) year renewal options. The Buyer agrees to paying the electrical power costs at the Girdwood, Ninilchik, and Seldovia sites. The Seller agrees to paying the electrical power costs at the Hope, Sterling, Kasilof, and Anchor River sites.

Seller will from time to time after the date hereof, without further consideration, execute, acknowledge and deliver all such further assignments, transfers, conveyances, and other documents (including any lease or leases with respect to the use of the real property) as may be required to carry out the intent of this Bill of Sale and Assignment.

Each party hereto shall be solely responsible for all its own costs and expenses in connection with the negotiation and preparation of this Bill of Sale and Assignment and the transactions contemplated hereby; provided, that, Seller and Buyer shall share equally (i) any filing or grant fees imposed by any governmental authority (including the FCC), and (ii) any

transfer, sales or use, or similar taxes and fees imposed by reason of the transfer of the Assets to Buyer.

Except as explicitly set forth herein, Buyer shall not, assume or be deemed to assume under this Agreement, or otherwise by reason of the transactions contemplated hereby, any liability, obligation, commitment, undertaking, expense or agreement of Seller of any nature whatsoever, whether known or unknown or absolute or contingent.

Each party shall indemnify and hold the other party harmless from and against any liability, loss, cost, expense, judgment, order, settlement, obligation, deficiency, claim, suit, proceeding, Lien or other damage, including, without limitation, attorney's fees and expenses, resulting from, arising out of or incurred with respect to any and all claims, liabilities or obligations of any nature, absolute or contingent, relating to the business and operation of the Stations by such party.

This Agreement may be terminated by a party in the event of a breach by the other party, which breach is not cured within 30 days of written notice thereof, or by mutual agreement of the parties.

This Agreement shall be governed by the laws of the State of Alaska.

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have executed this Bill of Sale and Assignments as of the date first written above.

**SELLER:**

**STATE OF ALASKA.**

By: Dean L Strid  
DEAN L STRID COMM MGR  
3/12/08

**BUYER:**

**ANCHORAGE BROADCAST TELEVISION  
CONSORTIUM, INC.**

By: Al Pemberton  
President MARCH 7, 2008