

**STATEMENT IN RESPONSE TO QUESTION 3  
OF FCC FORM 314**

Attached to this application is a copy of the text of the Purchase and Sale Agreement (the “Agreement”) which contemplates the sale of certain radio stations currently owned by Fisher Regional Radio Group Inc. (the “Stations”), to Cherry Creek Radio LLC or one of its affiliates (collectively, “Buyer”). A copy of the text of the Agreement is being placed in the relevant public inspection files. Subject to the matters discussed in this Statement, the Agreement embodies the complete and final understanding between the Assignor and the Assignee, and it complies fully with the Commission's rules and policies.

The parties have not submitted the exhibits and schedules to the Agreement with this application, nor have such exhibits and schedules been placed in the public file of the Stations involved. The following are lists of the exhibits to the Agreement:

<b>Exhibit</b>	<b>Title of Exhibit</b>	<b>Description*</b>
A	Assumption Agreement	Form to be executed at Closing pursuant to which the Assumed Liabilities will be assumed by Buyer
B	Bill of Sale and Assignment	Form of instrument by which title to Purchased Assets will be conveyed to Buyer at Closing
C	Buyer’s Closing Certificate	Certificate to be executed by Buyer at Closing certifying compliance with certain matters set forth in the Agreement
D	Escrow Agreement	Agreement governing manner in which escrow funds will be held and distributed
E	Assignment and Assumption of Contracts	Instrument to be executed at Closing whereby certain Contracts are to be assigned to and assumed by Buyer
F	Assignment and Assumption of Leases	Instrument to be executed at Closing whereby certain Leases are to be assigned to and assumed by Buyer
G	Assignment of Licenses, Permits, and Authorizations	Instrument to be executed at Closing whereby the Station Licenses, permits, and authorizations are to be assigned to and assumed by Buyer
H	Fisher Parties’ Closing Certificate	Certificate to be executed by Seller and Fisher Broadcasting Company, its parent, at Closing verifying compliance with certain matters set forth in the Agreement

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<b>Exhibit</b>	<b>Title of Exhibit</b>	<b>Description*</b>
I-1	Fisher Parties' Opinion of Counsel	Opinion of Graham & Dunn, PC, corporate counsel to Seller
I-2	Opinion of FCC Counsel	Opinion of Pillsbury Winthrop Shaw Pittman LLP, regulatory counsel to Seller
J-1	Intangible Property Assignment	Instrument to be executed at Closing whereby certain Intangible Property is to be assigned to Buyer
J-2	Assignment and Assumption of Registered Trademarks	Instrument to be executed at Closing whereby certain registered trademarks are to be assigned to and assumed by Buyer
K	Intentionally Omitted	
L	Form of Estoppel Certificate	Instrument to be executed by certain third parties granting their consent to the consummation to the assignment
M	Form of Non-Compete/Non-Solicit Agreement	Instrument to be executed by Seller at Closing whereby it agrees not to compete with Buyer in the radio markets covered by the Agreement for a limited period of time within a limited geographic area
N-1	Form of Warranty Deed for Montana	Instrument to be used pursuant to the Agreement to transfer owned real property in Montana to Buyer
N-2	Form of Warranty Deed for Washington	Instrument to be used pursuant to the Agreement to transfer owned real property in Washington to Buyer

As can be ascertained from the title and description of the exhibits, most are model documents to be used to consummate the proposed assignments. They are subject to change as appropriate. Also, there are proprietary legal opinions that will be given at closing, and which are also subject to change. None will assist the Commission's review and consideration of the proposed transaction.

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The following is a table listing schedules to the Purchase and Sale Agreement:

<b>Schedule</b>	<b>Title of Schedule</b>	<b>Description*</b>
1.0	List of Stations	Schedule of all Stations to be assigned to Buyer
1.1	Assumed Liability	Schedule of liabilities to be assumed by Buyer.
1.2	Contracts	Schedule of Contracts to be assigned to and assumed by Buyer pursuant to the Agreement
1.3	Intangible Property	Schedule of Intangible Property to be assigned to and assumed by Buyer pursuant to the Agreement
1.4	Equipment	Schedule of Equipment to be assigned to and assumed by buyer pursuant to the agreement
1.5	Leases	Schedule of Leases to be assigned to and assumed by Buyer pursuant to the Agreement
1.6	Licenses	Schedule of information concerning Licenses to be assigned to Buyer pursuant to the Agreement.
1.7	Motor Vehicles	Schedule of motor vehicles to be assigned to Buyer pursuant to the Agreement
1.8	Real Property	Schedule of Real Property to be assigned to Buyer pursuant to the Agreement
1.9	Retained Assets	Schedule of assets to be retained by Buyer
2.1	Permitted Liens	Schedule of certain Permitted Liens to which the Purchased Assets will be subject at Closing
2.10	Allocation of Purchase Price	An agreed allocation of the Purchase Price among the various Purchased Assets for accounting and tax purposes
4.3	Conflicting Agreements	Schedule of agreements, if any, which conflict with certain provisions of the Agreement
4.4	Matters Relating to Purchase Assets	Schedule disclosing certain matters, if any, relating to Purchased Assets
4.5	Liens	Schedule disclosing Liens, if any, on Purchased Assets
4.6	Condition of Equipment	Schedule disclosing certain issues, if any, relating to condition of Equipment included in Purchased Assets
4.7	Matters Relating to Contracts	Schedule disclosing certain issues, if any, relating to Contracts
4.8	Matters Relating to Intangible Property	Schedule disclosing certain issues, if any, relating to Intangible Property
4.9	Matters Relating to Real Property	Schedule disclosing certain issues, if any, relating to Real Property
4.10	Matters Relating to	Schedule disclosing certain issues, if any, relating

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	Leases	to Leases
4.11(a)	Financial Statements	Certain Financial Statements of Seller
4.11(b)	Interim Financial Statements	Certain interim Financial Statements of Seller
4.12	No Changes	Schedule disclosing certain events, if any, relating to Section 4.12 of the Agreement
4.13	Undisclosed Liabilities	Schedule disclosing certain Undisclosed Liabilities, if any
4.14	Litigation, Labor Matters, and Compliance with Laws	Schedule disclosing certain matters, if any, required to be disclosed pursuant to Section 4.14 of the Agreement
4.15	Taxes	Schedule disclosing certain matters, if any, required to be disclosed pursuant to Section 4.15 of the Agreement
4.16	Government Authorizations	Schedule of Seller's Authorizations and disclosure of certain matters, if any, required to be disclosed pursuant to Section 4.16 of the Agreement
4.17	Pending Applications	List of pending FCC Applications of Seller
4.18	Compliance with FCC Requirements	Schedule disclosing certain matters, if any, required to be disclosed pursuant to Section 4.18 of the Agreement
4.20	Insurance	Schedule of insurance relating to the Purchased Assets and the Stations
4.22	Powers of Attorney	Schedule disclosing persons, if any, who hold a power of attorney relating to Seller or the Stations
4.23	Employees	Schedule of names and compensation of Seller's employees
4.24	Employee Benefit Plans	Schedule disclosing certain matters, if any, required to be disclosed pursuant to Section 4.24 of the Agreement
4.25	Environmental Matters	Schedule disclosing certain matters, if any, required to be disclosed pursuant to Section 4.25 of the Agreement
4.29	Related Party Matters	Schedule disclosing certain matters, if any, required to be disclosed pursuant to Section 4.29 of the Agreement
6.10	Liens Not to be Released	Schedule listing certain liens not to be released prior to or concurrently with Closing.

The parties have entered into a letter agreement related to the use of a tower in Cascade County, Montana, used by KAAK and KQDI, as well as studio facilities in Great Falls, Montana,

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in the event that there is a delay in the approval and consummation of the sale of certain of Sellers Stations in Great Falls, Montana, to Buyer.

As can be seen from the above table of schedules, many of the schedules consist of voluminous lists of items to be conveyed, such as an equipment inventory, intellectual property, contracts, real property descriptions and the like. These are wholly irrelevant to the Commission's consideration of the application, and would not assist the public in reaching an informed decision regarding the qualifications of the parties or a determination of whether the public interest would be served by grant of the instant application.

Other schedules contain proprietary information that is highly confidential, unnecessary for Commission review of the instant application, and would not normally be made available to competitors or the public. Examples include financial information, budgets, lists of employees, salary information, employee benefit plan information and the like.

Some schedules contain lists of licenses, applications, and the like. This information is already in the Commission's files relating to the Stations.

Finally, a number of schedules relate to disclosures by one party to the other of certain exceptions, limitations or other information relating to representations, warranties, covenants and the like in the Asset Purchase Agreement. This information is proprietary, does not relate to the qualifications of the parties, and would not assist the Commission's consideration of the instant application.

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It should be noted that just because a schedule is listed it does not mean that the schedule contains substantive information. As is often the case, during the course of negotiation of an Asset Purchase Agreement, the parties may provide for schedules in the Agreement before they have determined whether any information will be placed in those schedules (e.g., “except as set forth in Schedule X, all the equipment is in good operating condition”). In such a case the final schedule may contain only an entry such as “None.” Therefore, the mere fact that a schedule is listed and numbered should not be interpreted to mean that such schedule actually contains any substantive information.

For the reasons given above, it is submitted that the public interest would not be served, and indeed it would be a waste of Commission and the parties resources to require the exhibits and schedules to the Purchase and Sale Agreement in this case to be submitted to the Commission or to be placed in the public inspection file.

In the event that the Commission desires to review any of the subject information, it will be supplied to the Commission. The parties reserve the right, in appropriate circumstances, to submit such information pursuant to regulations implementing the Freedom of Information Act which restrict public access to certain highly confidential information.

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