

## **EXHIBIT 5**

### **Description of Involuntary Transfer of Control**

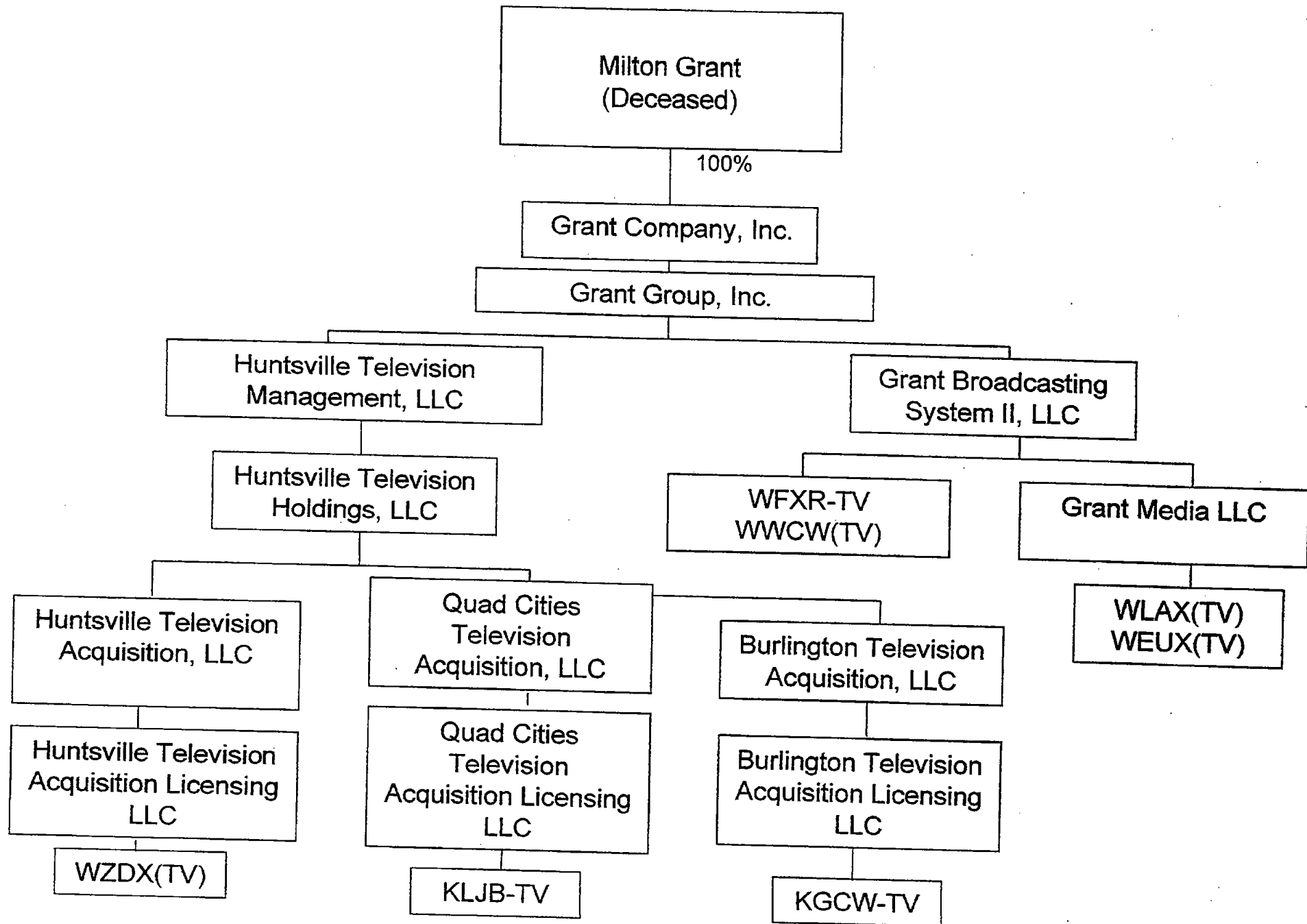
This application seeks Commission consent for an involuntary transfer of control of Grant Broadcasting System II, LLC, the licensee of television stations WFXR-TV, Roanoke, Virginia and WWCW(TV), Lynchburg, Virginia. The instant transfer of control has resulted from the recent death of Milton Grant. At the time of his death, Mr. Grant owned 100 percent of the voting stock of Grant Company, Inc., the ultimate parent company of the licensee entity.

Mr. Grant died on April 28, 2007. Mr. Grant's will provides that his stock in Grant Company, Inc. pass to The Milton Grant Living Trust as part of Mr. Grant's residuary estate pending the stock's ultimate distribution. Mr. Jack L. Lewis serves as the Business Trustee of The Milton Grant Living Trust with all voting rights with respect to the stock of Grant Company, Inc. owned by Mr. Grant. Attached are excerpts from Mr. Grant's will.

The stock of Grant Company, Inc. will be held by The Milton Grant Living Trust for a temporary period as part of the administration of Mr. Grant's Estate. The stock will subsequently be transferred to two other trusts created by Mr. Grant as the ultimate recipients of the stock. However, the stock will not be transferred to such other trusts until such transfers have been approved by the Commission.

Similar applications to this one are being filed for all of Mr. Grant's broadcast holdings. Attached is a chart showing the ownership structure of Mr. Grant's broadcast holdings at the time of his death.

## Present Voting Ownership



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**LAST WILL AND TESTAMENT**  
**OF**  
**MILTON GRANT**

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representative, but it need not set forth any of the facts upon which it is based. It may be stated to be tentative or to be based upon estimates and to be subject to correction by later requisition.

**Article Ninth. My Residuary Estate.**

All the property which I own at my death or which is subject to disposition under my will, except so much as is effectively disposed of pursuant to the previous Articles, is referred to in this will as "my Residuary Estate"; provided, however, that my Residuary Estate shall not include any property which is subject to disposition under my will solely by reason of my having a power of appointment with respect to that property, and this will does not exercise any power of appointment that I may have.

**Article Tenth. Disposition of Residuary Estate.**

(A) **Disposition of Residuary Estate.** I give, bequeath, and devise my Residuary Estate to the trustees under my Trust Agreement, to be added to and thereafter dealt with as a part of the trust estate under that instrument.

(B) **Savings Clause.** If my Trust Agreement is not in existence at my death, or if for any reason a court of competent jurisdiction declares my Trust Agreement ineffective to dispose of the assets of my estate, I give, devise, and bequeath my Residuary Estate to the trustees named in my Trust Agreement, to be dealt with in the manner described in my Trust Agreement for the period beginning with the date of my death, giving effect to all valid amendments to my Trust Agreement made subsequent to the date of this will, and in any event giving effect to all terms of my Trust Agreement now in effect; and for those purposes I incorporate by reference my Trust Agreement into this will.

**Article Eleventh. Provisions Regarding Personal Representatives.**

(A) **Resignation of Personal Representative.** Any personal representative of my estate may resign from office, provided that (1) at least one other personal representative is then in office, or (2) a successor personal representative who is named in this will or appointed as provided in this will has accepted its appointment. Any resignation shall be effected by instrument signed and acknowledged by the resigning personal representative and delivered to

the same transaction at arm's length between strangers absent any element of self-dealing, divided loyalty or conflict of interest.

**Article Thirteenth. Simultaneous Death.**

If there is insufficient evidence that any individual referred to in this will and I died otherwise than simultaneously, then I shall be conclusively presumed to have survived such individual for all purposes of this will.

**Article Fourteenth. Definitions and Rules of Construction.**

(A) **Internal Revenue Code.** Any reference in this will to a section of the Internal Revenue Code is deemed to refer to that section of the Internal Revenue Code of 1986 as in effect on the date of this will, or corresponding provisions of any subsequent Federal tax laws which are in effect at the relevant time.

(B) **My Trust Agreement.** For purposes of this will, my "Trust Agreement" shall mean THE MILTON GRANT LIVING TRUST AGREEMENT dated August 14, 2001, as amended and restated on December 3, 2005, as further amended and restated the same date as this will, and as said instrument may subsequently be amended from time to time.

(C) **Estate Charges.** For purposes of this will, the term "my Estate Charges" means my funeral expenses, my legally enforceable debts, the expenses of administering my estate, and the taxes, including interest and penalties, payable by my personal representative pursuant to the provisions of this will, and all specific or general gifts, bequests and devises made by the provisions of this will.

(D) **Estate Taxes.** For purposes of this will, "Estate Taxes" shall mean the estate, inheritance, succession and other death taxes (other than generation-skipping transfer taxes) payable by reason of my death, and any interest and penalties thereon.

(E) **Other Definitions.** Wherever used in this will, except where the context clearly requires otherwise:

(1) the term "property" includes real, personal and mixed property, tangible or intangible, of any kind and wherever located, including securities and interests in any so-called common trust funds;

IN WITNESS WHEREOF, I have subscribed this will under my seal this 11<sup>th</sup> day of August, 2006.

Milton Grant  
MILTON GRANT, Testator

On the date last above written, MILTON GRANT, in our presence, subscribed and sealed the foregoing instrument, declared it to be the Last Will and Testament of MILTON GRANT and requested us to witness it, whereupon we, still in the presence of MILTON GRANT and in the presence of each other, have signed our names below.

Sign name: [Signature]  
Print name: DANIEL D. MISURCH

residing at

2420 NW 62<sup>nd</sup> St  
Boca Raton, FL 33456

Sign name: Mark P. Ryan  
Print name: Mark P. RYAN

residing at

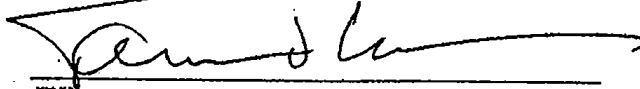
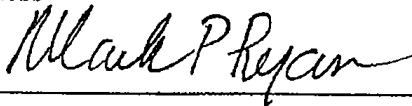
1217 Orange Isle  
Ft Lauderdale FL 33305

STATE OF FLORIDA       )  
                                      ) SS:  
COUNTY OF BROWARD    )

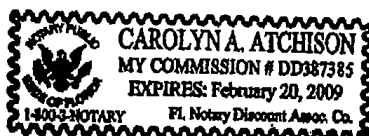
I, **MILTON GRANT**, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

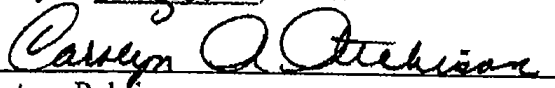
  
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**MILTON GRANT**, Testator

We, DANIEL D. HIELEWICKI and MARK P. RYAN, have been sworn by the officer signing below, and declare to the officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and in the presence of each other.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

Acknowledged and subscribed before me by **MILTON GRANT**, as the Testator, ☒ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification, and sworn to and subscribed before me by \_\_\_\_\_, a witness, ☒ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification, and by \_\_\_\_\_, a witness ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification, and subscribed by me in the presence of the Testator and the subscribing witnesses, all on this 11<sup>th</sup> day of August, 2006.



  
\_\_\_\_\_  
Notary Public  
Print Name: CAROLYN A. ATCHISON  
My Commission Expires: 2-20-09