

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT,
dated February 24, 2004 among Shafer Translator, Inc. a Oklahoma corporation and Messrs.
Larry Miller, Nolan Ralston, Gerald Haltom, Bruce Gay and Ranyd Kopish (the "Seller"), and
KFOR-TV, division of NYT Broadcast Holdings , LLC, a Delaware corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain translator equipment; and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the
translator equipment and all the assets and rights related to the use of the equipment; and

NOW, THEREFORE, in consideration of the covenants, warranties and mutual
agreements herein contained, the parties hereto agree as follows:

SECTION 1. SALE AND PURCHASE OF ASSETS.

1.1 Sale of Assets.

Seller does hereby sell, convey, assign, transfer and delivery to Purchaser, its
successors and assigns, TO HAVE AND TO HOLD, for Purchaser's own use and enjoyment and
for the use and enjoyment of Purchaser's successors and assigns forever, all right, title and
interest in and to all the translator equipment listed on Schedule 1 hereof (the "Purchased
Assets"), including, but not limited to, all Assigned Licenses and Leases (as defined in Section
2.1 below);

1.2 Sale Contingency.

It is the understanding of the parties that the Sale of the Purchased Assets is
conditioned upon Purchaser successfully negotiating and executing lease
agreements with Messrs. Larry Miller, Kenny Ruttman, Mr. and Mrs. Martin, and
the Oshel Family Trust.

SECTION 2. ASSUMPTION OF LIABILITIES BY PURCHASER.

2.1 Excluded Liabilities.

Except as specifically provided in Section 2.1, Purchaser is not assuming and
shall in no event be liable for any liabilities, debts or obligations of Seller or of any holder of
capital stock of Seller (all such holders collectively, the "Shareholders"), whether accrued,
absolute, matured, known or unknown, liquidated or unliquidated, contingent or otherwise,
including without limitation: (a) any liabilities for federal, state, local or foreign income, sales,
use, payroll, property and any other taxes of any kind whatsoever, including without limitation,
any arising by reason of this Agreement and including the Seller's liability to the Internal
Revenue Service included on the list of creditors set forth on Schedule 3 annexed hereto;
(b) accounts payable, commissions payable and accrued expenses; (c) any indebtedness
(principal or interest), or the guaranty thereof, for borrowed money or for the purchase price of
assets; (d) any indebtedness or obligation owing to any Shareholder or any of their affiliates; (e)

any liabilities of Seller or any Shareholder in respect of any claim, suit, action or judicial or arbitral proceeding made, pending, threatened or commenced against Seller or such Shareholders, including any made or commenced after the date hereof, relating to any action, omission, condition or state of facts occurring or existing at or prior the date hereof; (f) any liability or claim for injuries, property damage or other losses occurring or arising on or prior to the date hereof even if not known or asserted until after the date hereof; (g) all obligations under any contracts, leases or commitments, written or oral (including without limitation, Seller's liability to Messrs. Miller, Ruthman, Mr. and Mrs. Martin, and Oshel Family Trust in respect of the leases where the Purchased Assets are located; (h) any obligations or liabilities whatsoever under any "employee welfare benefit plan" or "employer pension benefit plan", as such terms are defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (i) any liability or claim arising out of non-compliance with any law, rule or regulation of any Governmental Body (as hereinafter defined); and (j) any claims brought by any employee of Seller relating to such person's employment or termination thereof, including any severance, vacation or sick pay liability (all of the foregoing are herein collectively referred to as the "Excluded Liabilities"). Seller shall remain liable for and covenants and agrees to pay and discharge when due all Excluded Liabilities.

SECTION 3. PURCHASE PRICE; PAYMENTS; ALLOCATION.

3.1 Purchase Price; Payments.

The purchase price for the Purchased Assets is \$ [REDACTED] (the "Purchase Price"); of which \$ [REDACTED] was paid by Purchaser to Seller on or about February 4, 2004, and the remaining \$ [REDACTED] shall be paid by Purchaser to seller within 60 days after the date hereof or upon the successfully negotiations and execution of the lease agreements specified in section 1.2 hereof; whichever comes last.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Purchaser as follows:

4.1 Organization; Authorization of Agreements.

Seller is a corporation duly incorporated, validly existing and in good standing under the laws of Oklahoma. Seller has all requisite corporate power and authority to execute, deliver and perform its obligations under the Purchase Documents. Seller has taken all action required by law, its certificate of incorporation and by-laws, and otherwise to authorize the execution, delivery and performance of the Purchase Documents (including without limitation the requisite approval of the transactions contemplated hereby by Seller's Board of Directors and by the Shareholders). Each Purchase Document has been duly executed and delivered by Seller (in the case of this Agreement only) and each constitutes the legal, valid and binding obligations of Seller (in the case of this Agreement only), enforceable against each in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors, rights in general, moratorium laws or by general principles of equity.

4.2 No Conflicts.

Subject to obtaining the Contract Consents, the execution, delivery and performance by Seller of the Purchase Documents and the consummation of the transactions contemplated hereby and thereby (a) do not and will not require the consent, waiver, approval, license, designation or authorization of, or declaration with, any person or public authority; (b) do not and will not, with or without the giving of notice or the passage of time or both, violate or conflict with or result in a breach or termination of any provision of, or constitute a default under, or accelerate or permit the acceleration of the performance required by the terms of, or result in the creation of any mortgage, security interest, claim, lien, charge or other encumbrance upon any of the Purchased Assets pursuant to, or otherwise give rise to any material liability or obligation under, any mortgage, deed of trust, indenture, license, permit or any other agreement or instrument or any order, judgment, decree or arbitration award or any applicable law, ordinance, rule or regulation of any governmental (federal, state, local or foreign) agency, department, commission, board, bureau, instrumentality or body ("Governmental Body") to which Seller or any Shareholder is a party or by which Seller or any Shareholder or any of the Purchased Assets may be bound or the certificate of incorporation or by-laws of Seller.

4.3 Good Title.

Pursuant to this Agreement, on the date hereof Seller has transferred to Purchaser all right, title and interest in and to each item of the Purchased Assets, in each case, free and clear of any liability, obligation, mortgage, security interest, claim, lien, pledge, option, charge, conditional sales or other title retention agreement, restriction or other encumbrance of any kind whatsoever.

4.4 Other Information.

None of the information and documents furnished by Seller or the Shareholders to Purchaser in connection with the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby was or is now false or misleading in any material respect or contained or contains any material misstatement of fact or omitted or omits to state any material fact required to be stated in order to make the statements therein not misleading.

SECTION 5. FURTHER ASSURANCES.

5.1 Execution and Delivery of Documents.

From time to time, at Purchaser's request and without any further consideration, Seller shall execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and/or release, in proper form for recording if required, as Purchaser may request, in order to more effectively convey, transfer to and vest in Purchaser any of the Purchased Assets as contemplated hereby, and put Purchaser in actual possession and operating control of the Purchased Assets.

5.2 Delivery of Purchased Assets.

Seller shall forthwith upon receipt thereof, transfer and deliver to Purchaser cash or other property of any kind or description which Seller may receive or otherwise may be entitled to in respect of the Purchased Assets intended to be conveyed, transferred and delivered to Purchaser pursuant to the provisions of this Agreement.

5.3 Books and Records.

For a period of six years from the date hereof, Seller shall retain those of its books and records relating to the Business which were not part of the Purchased Assets, and Purchaser shall retain those books and records pertaining to the Business prior to the date hereof which were delivered to it as part of the Purchased Assets. Each of Seller and Purchaser shall make such books and records in their possession available, for any reasonable business purpose, to the other party for inspection or copying, without cost (except copying costs), during normal business hours and on at least two business days prior written notice. After the sixth anniversary of the date hereof, each of Buyer and Seller shall give the other 30 days written notice prior to discarding or destroying any such books or records, and if so requested shall deliver such books or records to the other party.

SECTION 6. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNITIES.

6.1 Survival.

All representations and warranties of Seller contained in this Agreement (including, without limitation, the Schedules annexed hereto), or in any document delivered pursuant to the provisions of, or in connection with, the Purchase Documents, shall survive the making of this Agreement, and any examination made by or on behalf of the parties hereto to the third anniversary of the date hereof (the "Survival Date"), at which time all such representations and warranties shall expire and be terminated, except for those representations and warranties with respect to which any claim, demand, suit or cause of action shall have been made or notice delivered on or prior to the Survival Date pursuant to this Agreement. All agreements and covenants of Seller and Purchaser contained herein to be performed after the date hereof (including, without limitation, Seller's obligation to pay or discharge the Excluded Liabilities and Purchaser's obligation to pay or discharge the Assumed Liabilities) shall survive until such agreements and covenants have been fully performed.

6.2 Indemnity by Seller and Messrs. Miller, Ralston, Haltom, Gay and Kopish

Seller and Messrs. Miller, Ralston, Haltom, Gay and Kopish, jointly and severally, hereby agree to indemnify and hold Purchaser and its successors and assigns and their respective officers, directors and stockholders (the "Purchaser Indemnitees") harmless from and against, and will pay to them, the full amount of any loss, damage, liability or expense (including reasonable expenses of investigation and reasonable attorneys' fees and expenses) (collectively, "Loss") resulting to any Purchaser Indemnitee, either directly or indirectly, from or in connection with (a) noncompliance by Seller or Purchaser with any Bulk Sales Law; or (b) any breach of or inaccuracy in the representations and warranties, or breach, non-fulfillment or default in the performance of any of the covenants and agreements, of Seller and/or Messrs. Miller, Ralston,

Haltom, Gay and Kopish contained in any of the Purchase Documents, or in any certificate or document delivered by Seller or Mr. Larry Miller to Purchaser or its representatives pursuant to any of the provisions of, or in connection with, any of the Purchase Documents; (c) any assertion against Purchaser of any Excluded Liability of any kind whatsoever, whether or not described in this Agreement or the Schedules hereto and regardless of whether any representations and warranties of Seller contained herein are breached; or (d) any claim for brokerage or other commissions related to any of the Purchase Documents or the transactions contemplated hereby ("Brokerage Claim") based in any way on agreements, arrangements or understandings claimed to have been made by Seller, Messrs. Miller, Ralston, Haltom, Gay and Kopish and/or any Shareholder with any third party.

6.3 Indemnity by Purchaser.

Purchaser hereby agrees to indemnify and hold Seller and its officers, directors and stockholders (the "Seller Indemnitees") harmless from and against, and will pay to them, the full amount of any Loss resulting to any Seller Indemnitee, either directly or indirectly, from (a) any breach of or inaccuracy in the representations and warranties, or breach, non-fulfillment or default in the performance of any of the covenants and agreements, of Purchaser contained in any of the Purchase Documents or in any certificate or document delivered by Purchaser to Seller pursuant to any provisions of, or in connection with, any of the Purchase Documents; or (b) any assertion against a Seller Indemnitee of any Assumed Liability; or (c) any Brokerage Claim based in any way on agreements, arrangements or understandings claimed to have been made by Purchaser with any third party.

6.4 Claims for Indemnification; Defense of Indemnified Claims; Limitations.

6.4.1 If Purchaser elects to make a claim for indemnification hereunder, Purchaser shall notify Seller and Messrs. Miller, Ralston, Haltom, Gay and Kopish in writing within thirty (30) days after Purchaser receives any written notice of any claim or commencement of any action, suit or proceeding against it, or Purchaser becomes aware (which for the purposes of this Section 6 shall mean that an executive officer of Purchaser has been so informed in writing) of any matter for which indemnification will be sought hereunder (a "Claim"). Similarly, Seller shall notify Purchaser in writing of any claim for indemnification it intends to assert against Purchaser within thirty (30) days after it receives any written notice of any Claim or it becomes aware (which for purposes of this Section 6 shall mean that Messrs. Miller, Ralston, Haltom, Gay and Kopish or an executive officer of Seller has been so informed in writing) of any such Claim. Failure to give timely notice shall not constitute a waiver of any right to indemnification, except only to the extent of any damage or loss suffered by the indemnifying party by reason of the delay in receiving such notice.

6.4.2 The indemnified party shall, at the expense of the indemnifying party, have the right to control the defense of any Claim, provided that it diligently pursues such defense in good faith through counsel reasonably satisfactory to the indemnifying party and keeps the indemnifying party and its attorneys fully informed. The indemnifying party shall have the right to participate, at its own expense and through counsel selected by it, in the defense of any such Claim. The indemnified party shall also have the right, in its good faith discretion, to settle any such matter, with the prior written consent of the indemnifying party, which consent

will not be unreasonably withheld. If the indemnified party chooses not to control the defense or if the aforesaid conditions are not satisfied, the indemnifying party may assume and control the defense of such Claim at its expense and under the foregoing conditions.

6.4.3 No Purchaser Indemnitee shall be entitled to recover under or enforce this Section 6 unless and until the aggregate amount of all claims or demands of the Purchaser Indemnitees exceeds \$ [REDACTED], in which event such initial \$ [REDACTED] shall function as a "deductible" and the indemnifying party shall be responsible for all amounts in excess of \$ [REDACTED].

6.5 Payments; Nonexclusivity.

Any amounts due an indemnified party under the aforesaid indemnities shall be due and payable by the indemnifying party within fifteen (15) days after written demand therefor. Any such amount shall bear interest from the date such claim is made until it is paid at the three month Treasury Bill rate published from time to time in The New York Times. The remedies conferred in this Section 6 are intended to be without prejudice of any other rights or remedies available at law or equity to the indemnified parties, now or hereafter, provided that the foregoing shall not be construed to permit any Purchaser Indemnitee to recover any portion of the \$5,000 "deductible" referred to in Section 6.4.3.

SECTION 7. SALES, USE AND TRANSFER TAXES.

Purchaser shall pay any sales, use, transfer or similar taxes or governmental charges imposed in connection with the transfer of the Purchased Assets. Seller shall cooperate in the preparation and filing of any documents that are required in connection with any applicable exemption from such taxes.

SECTION 8. NOTICES.

All notices, requests, demands and other communications hereunder must be in writing and delivered by hand against written receipt or mailed by prepaid first class, certified mail, return receipt requested, or sent by a recognized major overnight courier service, and addressed as follows:

(a) If to Purchaser:

KFOR-TV
444 E. Britton Road
Oklahoma City, OK 73114
Attention: Robert J. Ablah
Vice President and Director Engineering
and Operations

with a copy to:

The New York Times Company

229 West 43rd Street
New York, New York 10036
Attention: Solomon B. Watson IV, Esq.
Vice President and General Counsel

- (b) Shafer Translator, Inc.
1425 Oklahoma Ave.
Woodward, OK 73801
Attention: Mr. Larry Miller

with a copy to:

Mr. Larry Miller
1425 Oklahoma Avenue
Woodward, OK 73801

Mr. Nolan Ralston
516 S/W 10th
Mooreland, Oklahoma 73852

Mr. Gerald Haltom
707 2nd
Alva, Oklahoma 73717

Mr. Bruce Gay
RR-3 Box 172
Woodward, Oklahoma 73801

Mr. Ranyd Kopish
6214 N.W. 33rd
Bethany, Oklahoma 73008
with a copy to:

Any such notice or communication delivered by hand or by courier service shall be deemed to have been given when received and any such notice or communication sent by certified mail shall be deemed to have been given three business days after mailing. Any party by notice in writing mailed to the other parties hereto may change the name and address to which notices, requests, demands or other communications to it shall be mailed.

SECTION 9. MISCELLANEOUS.

This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York (other than any conflict of law rule which might

result in the application of the law of any other jurisdiction). All the Schedules hereto are made a part of this Agreement as though set forth herein in full. This Agreement and the Schedules hereto embody the entire agreement and understanding among Purchaser, Seller and Messrs. Miller, Ralston, Haltom, Gay and Kopish, and supersede all prior agreements and understandings, relating to the subject matter hereof, and this Agreement may not be modified or amended or any term or provision hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. All the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by any party without the prior written consent of the other parties, except that Purchaser may assign this contract to any of its wholly-owned subsidiaries, The New York Times Company or any wholly-owned subsidiary of The New York Times Company without any further consent of the other parties hereto, but without being released from any of its obligations hereunder. Any failure or delay on the part of any party in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise effect the meaning thereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

SHAFER TRANSLATOR, INC.

By: Nolan Ralston

President

By: Larry Miller
LARRY MILLER

By: Nolan Ralston
NOLAN RALSTON

By: Gerald Haltom
GERALD HALTOM

By: Bruce Gay
BRUCE GAY

By: Randy Kopish
RANYD KOPISH

KFOR-TV, DIVISION OF NYT BROADCAST HOLDINGS, LLC

By: Timothy J. Macrussey
Name: **TIMOTHY J. MACRUSSEY**
Title: **PRESIDENT**

Schedule 1

Purchased Assets

ALVA TOWER INVENTORY

UTILITY H-TOWER
300 FT LEG IS A 20 " FACE
440 FT LEG IS A 30 " FACE

2 WINDOWS AIR CONDITIONERS

VHF QUAD LOW BAND ANTENNAS
VHF QUAD HIGH BAND ANTENNAS

2 SCALA SL-8 TRANSMIT ANTENNA

1 SCALA UHF RECEIVE ANTENNA

BULDING IS 20 X 12.2 CEMENT BILDING
INSULATED ON INSIDE WALLS

TRANSMITTERS

4 UST 10M20B SER # 109, 108, N/A, N/A

1 UST10BC SER # N/A

4 JERALD 6510 MODULATORS

2 ISST AGILE MODULATOR

4 JERALD DEMODULATORS

1 PICO CHANNEL CONVERTER

PICO AGC CHANNEL AMP

ANTENNA PRE AMPS FOR QUAD VHF REC ANTENNAS AND UHF
SCALA RECEIVE ANTENNA

1 4 CHANNEL COMBINER BAND PASS FILTER

1 2 CHANNEL COMBINER BAND PASS FILTER

Gage Tower Inventory

250 ft Utility tower 20" Face

Transmitters

2 UST 10M20B Transmitters	Ser #	2388
		2343
2 Ust 105B		338
		N/A

Building 12' 4" x 8' 4"
Wood Frame Metal Covering
Insulated and sheet-rocked
Two window air conditioners

1 SL8 SCALA TRANSMIT ANTENNA
2 SCALA REC ANTENNA
1 demod and modulator channel
3 channel converters and channel amp

Assorted fuses and blower fans

SELING TOWER INVENTORY

BUILDING 21 X 12 WOOD FRAME METAL COVERED INSULATED

TOWER 300FT 20" FACE WINDCHARGER BRAND

2 WINDOW AIRCONDITIONERS

TRANSMITTERS

2 UST-106 SER# 1349
 1231

3 UST-10M20B SER# 2473
 2476
 N/A

1 100 WAT AMP SER# 2128

1 4 CHANNEL COMBINER BAND PASS FILTER

TECKNIKA DEMOD

BLONDER TOUNG BAND PASS FILTER CH-4 CH -5 CH -9

PICO AGC CHANNEL AMP CH 5 CH-9

SCIENTIFIC ATLANTA CHANNEL PROCESSOR CH-4

SA CHANNEL PROCESSOR CH-3

WOODWARD TOWER INVENTORY

BUILDING 24 X 8 WOOD FRAME METAL COVERED INSULATED

300 FT UTILITY TOWER 20" FACE

2 WINDOW AIRCONDITIONERS

TRANSMITTERS

3 US10M20B SER# N/A

3 UST106 SER# 1251
1230
1229

4 S.A. CHANNEL PROCESSORS

1 HOLLAND DEMODULATOR

1 BLONDER TOUNG CHANNEL CONVERTER

1 PICO AGC CHANNEL AMP

1 S.A. 6330 MODULATOR

1 TECH DEMODULATOR

1 4-CHANNEL ANTENNA COMBINER BAND PASS FILTER

1 2-CHANNEL ANTENNA COMBINER BAND PASS FILTER

2 SL-8 TRANSMITT ANTENNAS

1 6 FT UHF REC DISH

SHAFER TRANSLATOR INVENTORY

HP DIGITAL SPECTRUM
BIRD WATT METER

SPARE PARTS

2 ST-105 TRANSMITTER

1 UST 10M20B

1 UST10BC

BLOWER FANS

ANTENNA PRE AMPS

AGE CHANNEL AMPS

MODULATORS

DEMODULATORS

Schedule 1

Assumed Leases, Contracts and Licenses

Attached

2. **Authorizations to be Assigned.** List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations.

[Enter Station Information]

List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations.

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59846	K56FK	-	ALVA	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59850	K58EM	-	ALVA	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59835	K60ER	-	ALVA	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59833	K62EH	-	ALVA	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59843	K64EA	-	ALVA	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59851	K16DX	-	GAGE	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59839	K18BV	-	GAGE	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59840	K20BR	-	GAGE	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59849	K22BR	-	GAGE	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59848	K49DO	-	SEILING	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59845	K51EB	-	SEILING	OK

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
59837	K53CI	-	SEILING	OK
59842	K55EZ	-	SEILING	OK
59834	K57EA	-	SEILING	OK
59836	K59EE	-	WOODWARD	OK
59838	K61CW	-	WOODWARD	OK
59841	K63CF	-	WOODWARD	OK
59844	K65CO	-	WOODWARD	OK
59832	K67CW	-	WOODWARD	OK
59847	K69DH	-	WOODWARD	OK

<p>3. Agreements for Sale of Station. Licensee/permittee certifies that:</p> <p>a. it has placed in its public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the sale of the station(s);</p> <p>b. these documents embody the complete and final understanding between licensee/permittee and assignee; and</p> <p>c. these agreements comply fully with the Commission's rules and policies.</p> <p>Exhibit Required</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 4]</p>
<p>4. Other Authorizations. List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.</p>	<p><input type="checkbox"/> N/A [Exhibit 5]</p>
<p>5. Character Issues. Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with:</p> <p>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]</p>
<p>6. Adverse Findings. Licensee/permittee certifies that, with respect to the licensee/permittee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]</p>