

## EXHIBIT "D"

### ASSIGNMENT OF FCC PERMIT

This ASSIGNMENT OF FCC PERMIT (this "Assignment") is dated as of \_\_\_\_\_, 2002, by and between Provo Broadcasting, LLC, a Utah limited liability company ("Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

WHEREAS, Assignor holds a construction permit issued by the Federal Communications Commission (the "FCC") which authorizes Assignor to construct a full power television station on Channel 32, licensed to Provo, Utah (the "Permit"), in accordance with the terms and conditions of the Permit and the FCC's rules and regulations;

WHEREAS, Assignor has agreed to sell and assign the Permit to Assignee, and Assignee has agreed to purchase and acquire the Permit from Assignor; and

WHEREAS, the FCC has granted its consent to the assignment of the Permit from Assignor to Assignee.

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of good and valuable consideration in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and in further consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, assigns, and conveys to Assignee all of its rights in and to the Permit, free and clear of any claims, liabilities, liens and encumbrances.

2. Assignee hereby assumes and undertakes to pay, discharge and perform all obligations and liabilities arising under the Permit insofar as such obligations and liabilities relate to Assignee's ownership of the Permit on or after the date hereof.

3. From time to time, at Assignee's or Assignor's request, whether on or after the date hereof and without further consideration, Assignor and Assignee shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, transfer and assumption and take such further actions as may be reasonably necessary to convey, transfer and assume the Permit and to otherwise effectuate the intent of this Assignment.

4. This Assignment shall be governed by the laws of the State of Utah without regard to the conflict of laws provisions thereof.

5. This Assignment may be executed in multiple counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment of FCC Permit to be executed and delivered effective as of the date first written above.

**PROVO BROADCASTING, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**[Assignee]**

By: \_\_\_\_\_  
Name:  
Title: