

**Statement In Response to Question 3 of FCC Form 315**

BlueStone License Holdings Inc. is the licensee of (i) WCYB-TV, Bristol, Virginia, (ii) KRCR-TV, Redding, California, (iii) KAEF(TV), Arcata, California, (iv) KECI-TV, Missoula, Montana, (v) KCFW-TV, Kalispell, Montana, (vi) KTVM(TV), Butte, Montana, (vii) KTXS-TV, Sweetwater, Texas, (viii) KTES-LP, Abilene, Texas, and (ix) KTXE-LP, San Angelo, Texas (collectively, the “Stations”). Being placed in the applicable stations’ public inspection files, and being submitted by the parties with this application (the “BlueStone Application”), is a copy of the Stock Purchase Agreement dated as of November 11, 2006 (“Stock Purchase Agreement”), pursuant to which Transferee Bonten Media Group LLC would acquire control of BlueStone License Holdings Inc. 1/

The parties have not submitted the Form of Escrow Agreement (Exhibit A to the Stock Purchase Agreement) nor the schedules to the Stock Purchase Agreement with this application, nor are these documents being placed in the public inspection files of the Stations. These documents contain information that is either proprietary and/or not germane to the Commission’s evaluation of the application. *See* LUJ, Inc., 17 FCC RCD 16980, 16983 (2002). The following is a list of the schedules to the Stock Purchase Agreement:

Schedule 1.53	Owned Real Property
Schedule 1.56	Permitted Encumbrances
Schedule 1.60	Purchase Price
Schedule 1.64	Taxes
Schedule 1.70	Tangible Personal Property
Schedule 3.1	Organization, Qualification and Corporate Power
Schedule 3.3(b)	No Conflicts
Schedule 3.5(b)(i)	Subsidiaries
Schedule 3.5(d)(i)	Covered Entities
Schedule 3.6(d)	FCC Licenses
Schedule 3.7	Taxes
Schedule 3.9(b)	Real Property Leases
Schedule 3.10	Contracts
Schedule 3.11(a)	Intellectual Property

---

1/ Concurrent with the filing of this BlueStone Application an application is being filed for Commission consent to the transfer of control of Newport License Holdings Inc., the licensee of WCTI-TV, New Bern, North Carolina, to the same Transferee, Bonten Media Group LLC (the “Newport Application”). The Newport Application transaction is also governed by the Stock Purchase Agreement that is applicable to this BlueStone Application. It is respectfully requested that these two transfer applications be processed together by the Commission, as the transfers will be consummated at the same time.

Schedule 3.11(c)	Intellectual Property -- Claims
Schedule 3.13(a)	Employee Benefit Plans
Schedule 3.15	Key Employees
Schedule 3.16(a)	Insurance
Schedule 3.16(b)	Insurance Claims
Schedule 3.17	Litigation
Schedule 3.18	Financial Statements
Schedule 3.20	Cable & Satellite Matters
Schedule 3.21	Environmental Matters
Schedule 3.23(a)	Directors
Schedule 3.23(b)	Officers
Schedule 3.23(c)	Certain Authorized Persons
Schedule 3.23(d)	Bank Accounts
Schedule 3.23(e)	Powers of Attorney
Schedule 3.24	Suppliers
Schedule 3.26	Absence of Certain Changes
Schedule 3.27(c)	Governmental Order
Schedule 3.28	Permits
Schedule 4.3(b)	No Conflict
Schedule 5.6	Commitment Letters
Schedule 6.1(c)	Operating Covenants
Schedule 6.6	Consents
Schedule 6.19	Non-Solicitation of Employees
Schedule 6.21(a)	Seller Contracts
Schedule 8.9	Required Consents

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.