

BILL OF SALE AND ASSIGNMENT OF ASSETS

THIS BILL OF SALE AND ASSIGNMENT OF ASSETS is entered into as of this 1st day of NOVEMBER 2006 by Rim Communications ("Seller") and NW Communications of Phoenix, Inc., on behalf of its television station KSAZ ("Buyer"), a Delaware corporation.

WHEREAS, Seller and Buyer have agreed to lease Seller's Premises (as set forth in the Communications Site Lease Agreement between Seller and Buyer), on which the Assets (set forth below) are located, effective on the first business day after the date on which the FCC consents to the transfer of the license for translator station K07OJ/WLQ863 from Seller to Buyer;

NOW, THEREFORE, for and in consideration of the payment by the Buyer of the purchase price of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and pursuant to the terms of this Agreement, Seller does hereby sell, assign, transfer, convey and deliver to the Buyer, its successors and assigns, and the Buyer, its successors and assigns hereby purchase from the Seller, all of the Seller's right, title and interest in the following assets, wheresoever situated or located, owned, leased, used, or held for use by Seller in connection with the business and operations of Station K07OJ/WLQ863 (collectively, the "Assets"):

- 1. FCC License.** All licenses, permits and other authorizations, which are issued to Licensee by the FCC with respect to Station K07OJ/WLQ863 ("the Station") (collectively, the "FCC License")

2. Tangible Personal Property. The translator, microwave receiver, rack, line, monitor and antennas owned by the Station, all of which has been properly maintained, is in proper working order, and is in compliance with all applicable laws and regulations (the "Tangible Personal Property").

3. Intangible Property. All of Seller's rights in and to the trademarks, trade names, service marks, franchises, copyrights, computer software, programs, and other intangible property which are used or useful in the operation of the Station (the "Intangible Property").

4. Station Documents. All of Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including the Station files, studies, blueprints, technical information and engineering data, and logs.

5. Other Assets. Without duplication, all other assets of Seller used in the business and operation of the Station.

TO HAVE AND TO HOLD the said described property to the Buyer, its successors and assigns, for their exclusive use and benefit forever.

Seller fully and generally warrants the right and title to said property and the right and title to transfer said property unto the Buyer, its successors and assigns.

Seller does hereby agree, from and after the date hereof upon the request of Buyer, to execute such other documents as Buyer may reasonably require in order to obtain the full benefit of this Bill of Sale and Assignment of Assets and Seller's obligations hereunder.

This Bill of Sale and Assignment of Assets, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of Arizona, excluding the choice of law rules thereof.

IN WITNESS WHEREOF, the undersigned has caused this BILL OF SALE AND ASSIGNMENT OF ASSETS to be duly executed, and the appropriate corporate seal affixed, as of the date first written above.

[Seal]

SELLER

Rim Communications

By: Jock Phillips
Name: Jock Phillips
Title: President

COMMUNICATIONS SITE LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into on September __, 2006 between NW Communications of Phoenix, Inc., on behalf of its television station KSAZ, a Delaware corporation ("Lessee"), and Rim Communications ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner and representative of a building and tower on United States Forest Service land (the "Land") and has full authority to enter into binding agreements regarding the lease, rental, maintenance and construction of any and all such facilities located in the County of Navajo, State of Arizona, commonly known as the Porter Mountain Electronics Site. Lessor hereby leases to Lessee, and Lessee leases from Lessor, the building, tower, power and climate control and all access and utility easements, if any, (the "Premises").

2. **Use.** The Premises may be used by Lessee for activity in connection with the provision of Lessee's TV translators.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making appropriate engineering, inspections, other reasonably necessary tests and repairing of lessee facilities.

4. **Term.** The term of this Agreement shall be ten (10) years, commencing on the later of (i) the first business day after the date on which the FCC consents to the transfer of the license for translator station K07OJ/WLQ863 from Lessor to Lessee and (ii) October 1, 2006 ("Commencement Date"), and terminating on September 30, 2016 (the "Term"), unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least thirty (30) days before the commencement of the succeeding Renewal Term. Also

4A) Adhere to Constitution of Porter Mt Improvement (Exhibit B) f.m.

5. **Rent.** Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent ~~One hundred and sixty-five Dollars~~ Two hundred dollars (200.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Rim Communications at P.O. Box 3873, Show Low, Arizona, 85902, Attention: Jock Phillips.

Also yearly Forest Service Communications Use Fee. See attached 97-Exhibit 08 f.m.

6. Facilities; Utilities; Access.

(a) Lessee has the right to erect, maintain and operate on the Premises television communications facilities, including without limitation, utility lines, transmission lines, air conditioning equipment, electronic equipment, and television transmitting and receiving antennas (the "Equipment"). The Equipment to be installed at the beginning of the Term is listed on Exhibit A attached hereto. In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal, upon termination of this Agreement.

(b) Lessor shall pay for the electricity Lessee consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement on, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across any portion of Lessor's property necessary to access the Premises.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause objectionable interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, or licensees to install new or modified equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

8. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land.

9. **Waiver of Lessor's Lien.** Lessor waives any lien rights it may have concerning the Lessee Facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days' prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies. If Lessee after initial inspection of the premises determines the premises are unsuitable for its use, then Lessee may terminate this lease without penalty.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy maintained by the parties.

14. **Assignment and Subletting.** Lessee may not assign, sublet or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent or any affiliate company or to any entity acquiring the FCC license to operate television station KSAZ. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein.

15. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor leases the Land from the United States Forest Service, is not in default of such lease, and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; (iii) Lessor's lease term with the United States Forest Service extends through the term of this Agreement, and (iv) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or recognized overnight courier to the address of the respective parties set forth below:

If to Seller: Jock Phillips, President
Rim Communications
P.O. Box 3873
Show Low, Arizona, 85902

If to Buyer: Television Station KSAZ
511 W. Adams St.
Phoenix, AZ 85003
Attn: Vice President and General Manager

and to:

Fox Television Stations, Inc.
1999 South Bundy Drive
Los Angeles, California 90025
Attn: Legal Department

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Arizona.

(f) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(g) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(h) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:

Rim Communications

By: John Phillips
Title: President
Date: 10/11/06
Tax ID # 86-0944758

LESSEE:

NW Communications of Phoenix, Inc.,
on behalf of its television station KSAZ

By: [Signature]
Title: VP/General Manager
Date: 10/16/06

Exhibit A

Translator and Transmit Antenna

Microwave Receiver and Antenna

Waveguide

Modulator

Monitor

Equipment Rack

WO INTERIM DIRECTIVE
EFFECTIVE DATE: 12/15/2005
DURATION: This interim directive expires on 12/31/2006.

Id 2709.11-2005-3
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FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 90 - COMMUNICATIONS SITE MANAGEMENT

27 - Exhibit 08

RENTAL FEE SCHEDULE FOR COMMUNICATIONS USES

Calendar Year 2006

2007 not out yet

POPULATION	TELEPHONE	AM/FM RADIO	CABLE TELEVISION	SHORE-TO-SHORE TELEVISION	COMMERCIAL TELEVISION	DEPARTMENTAL TELEPHONE	PRIVATE MOBILE RADIO SERVICE	MICROWAVE and Wireless Internal Service Provider (ISP)	OTHER	PASSIVE REF. A LOCAL EXCH. NETWORK
5,000,000 plus	\$67,048.88	\$48,558.81	INSUFFICIENT	INSUFFICIENT	\$18,672.98	\$18,372.48	\$18,810.82	\$12,810.82	\$96.08	
2,500,000 to 4,999,999	\$38,432.48	\$28,902.73	MARKET DATA	MARKET DATA	\$12,610.82	\$12,610.82	\$7,698.48	\$10,248.87	\$96.08	
1,000,000 to 2,499,999	\$23,088.48	\$17,936.14	FEE TO BE DETERMINED BY APPRAISAL OR OTHER METHODS	FEE TO BE DETERMINED BY APPRAISAL OR OTHER METHODS	\$10,248.87	\$10,248.87	\$7,698.48	\$8,967.57	\$96.08	RENTAL FEES FOR THESE USES ARE DETERMINED BY EACH USFS REGION
500,000 to 999,999	\$17,936.14	\$12,810.82	MARKET DATA	MARKET DATA	\$8,406.41	\$7,886.48	\$5,124.32	\$7,045.96	\$96.08	
300,000 to 499,999	\$15,372.88	\$10,248.87	MARKET DATA	MARKET DATA	\$5,124.32	\$8,406.41	\$3,202.70	\$3,202.70	\$96.08	
100,000 to 299,999	\$7,698.48	\$5,124.32	MARKET DATA	MARKET DATA	\$3,848.26	\$5,124.32	\$2,662.17	\$2,662.17	\$96.08	
50,000 to 99,999	\$3,848.26	\$2,662.17	MARKET DATA	MARKET DATA	\$1,537.30	\$1,537.30	\$1,281.08	\$1,281.08	\$96.08	
25,000 to 49,999	\$1,921.61	\$1,537.30	MARKET DATA	MARKET DATA	\$840.64	\$1,281.08	\$3,202.70	\$769.64	\$96.08	
LESS THAN 25,000	\$1,537.30	\$1,162.97	MARKET DATA	MARKET DATA	\$128.11	\$769.64	\$3,202.70	\$448.37	\$1,921.61	\$96.08

Index Factor: 1.032

*RENTAL FEE FOR AM RADIO IS 70% OF THE FM SCHEDULED RENT

** Also includes Enhanced Specialized Mobile Radio (ESMR), Improved Mobile Telephone Service (IMTS), Air-to-Ground, Offshore Radio Telephone Service, Cell Site Extenders, and Local Multipoint Distribution Service (LMDS)

*** For ISP populations between 1-1000, use the applicable Regional Local Exchange Network schedule.

manner. Sources may include radio equipment, antennas, metallic debris, defective structural components, unterminated antenna cables, or passive repeater.

Tenant. A communications user who rents space in a communications facility and operates communications equipment for the purpose of re-selling communications services to others for profit. Tenants may hold separate authorizations, without subtenancy rights, at the full schedule fee based on the category of use.

Trunking. A system which allows a number of radio channels to be operated as a single system allowing service to multiple users.

Wave Guide. A hollow metallic conduit within which electromagnetic waves may be propagated.

7. Authorization and Administration.

(4) **Issuance of Authorizations.** Use the appropriate authorization form to authorize use of National Forest System lands for communications uses by facility owners. Tenants in a facility owner's building are not required to have a separate authorization. If, however, a tenant requests an authorization, authorize tenant use using Form FS-2700-4a, Special-Use Permit for Communications Uses (ch. 50), without tenant occupancy rights, and charge the tenant the full schedule fee for that use (ch 39).

(5) **Fee Calculation.** Calculate fees for communications uses in accordance with the direction in chapter 30. Fees for new sites may be established using a prospectus.

48.11—Broadcast Uses.

① **48.11a—Television Broadcast.** This category includes facilities licensed by the Federal Communications Commission (FCC) that broadcast UHF and VHF audio and video signals for general public reception and the communications equipment directly related to the operation, maintenance, and monitoring of the use.

Users include television stations (major and independent networks) that generate income through commercial advertisement and public television stations whose operations are supported by subscriptions, grants, and donations. Broadcast areas may overlap State boundaries. This category of use relates only to primary transmitters and not to any rebroadcast systems such as translators, transmitting devices such as microwave relays serving broadcast translators, or holders licensed by the FCC as low power television (LPTV).

② **48.11b—AM and FM Radio Broadcast.** This category includes facilities licensed by the Federal Communications Commission (FCC)

that broadcast AM and FM audio signals for general public reception and the communications equipment directly related to the operation, maintenance, and monitoring of the use.

Users include radio stations which generate revenues from commercial advertising and public radio stations whose revenues are supported by subscriptions, grants, and donations. Broadcast areas often overlap State boundaries. This category of use relates only to primary transmitters and not to any rebroadcast systems such as translators, microwave relays serving broadcast translators, or holders licensed by the FCC as low power FM radio.

③ **48.11c—Cable Television.** This category includes FCC-licensed facilities that transmit video programming to multiple subscribers in a community over a wired or wireless network, and the communications equipment directly related to the operation, maintenance, or monitoring of the use. These systems normally operate as a commercial entity within an authorized franchise area. The category does not include rebroadcast devices, or personal or internal antenna systems such as private systems serving hotels or residences.

④ **48.11d—Broadcast Translator, Low Power Television, and Low Power FM Radio.** This category of use consists of FCC-licensed translators, low power television (LPTV), low power FM radio (LPFM), and communications equipment directly related to the operation, maintenance, or monitoring of the use. Microwave facilities used in conjunction with the systems are included in the category. Translators receive a television or FM radio broadcast signal and rebroadcast it on a different channel or frequency for local reception. In some cases the translator relays the signal to another amplifier or translator. Low power television and FM radio stations are broadcast translators that originate programming. This category of use includes translators associated with public telecommunications service.

48.12—Non-Broadcast Uses.

⑤ 48.12a—Commercial Mobile Radio Service (CMRS) and Facility Manager.

This category of use includes FCC-licensed facilities providing mobile radio communications service to individual customers, and the communications equipment directly related to the operation, maintenance, or monitoring of the use. Examples of mobile radio systems in this category are two-way voice and paging services such as community repeaters, trunked radio (specialized mobile radio), two-way radio dispatch, public switched

network (telephone/data) interconnect service, microwave communications link equipment, and internal and private communications uses not sold for a profit (that is, private mobile radio internal microwave, and so forth). Some holders may not hold FCC licenses or operate communications equipment, but they may lease building, tower, and related facility space as part of their business enterprise and act as facility managers.

⑥ **48.12b—Cellular Telephone.** Cellular telephone includes holders of FCC-licensed systems and related technologies for mobile communications that use a blend of radio and telephone switching technology to provide public switched network services for fixed and mobile users within a geographic area. The system consists of cell sites containing transmitting and receiving antennas, cellular base station radio, telephone equipment, and often microwave communications link equipment, and the communications equipment directly related to the maintenance and monitoring of the use.

⑦ 48.12c—Private Mobile Radio Service.

This use category includes holders of FCC-licensed private mobile radio systems primarily used by a single entity for the purposes of mobile internal communications, and the communications equipment directly related to the operation, maintenance, or monitoring of the use. The communications service is not sold to others and is limited to the user. Services generally include private local radio dispatch, private paging services, and ancillary microwave communications equipment for the control of the mobile facilities.

⑧ **48.12d—Microwave.** This use includes holders of FCC-licensed facilities used for long-line intrastate and interstate public telephone, television, information, and data transmissions, or used by pipeline and power companies, railroads, and land resource management companies in support of the holder's primary business. Also included is communications equipment directly related to the operation, maintenance, or monitoring of the use, such as mobile radio service.

⑩ **48.12e—Local Exchange Network.** This use refers to a radio service which provides basic telephone service, primarily to rural communities.

48.12f—Passive Reflector. Passive reflectors include various types of nonpowered reflector devices used to bend or ricochet electronic signals between active relay stations or between an active relay station and a terminal. A

Adopted 9/26/96 Rev 2

EXHIBIT B

Article I through VI shall comprise the Constitution

Titles I through VIII shall comprise the Bylaws

CONSTITUTION

ARTICLE I

Section I

The name of this Association shall be PORTER MOUNTAIN IMPROVEMENT ASSOCIATION.

ARTICLE II

Section I

The object of this Association shall be: (1) to manage the Porter Mountain Electronic Site in conjunction with the Apache-Sitgreaves National Forests; (2) to work in cooperation with the Forest Service for maintenance, protection, and use of the road for which this Association may be recognized; and (3) to do any and all things lawful, just and necessary to further the interests of this Association in developing and improving the use of the area set aside by the Apache-Sitgreaves National Forest on Porter Mountain. Our goal shall be for maximum and effective use of the Porter Mountain Electronic Site, for present and future use.

ARTICLE III

Section I

Every Facility Owner/Manager of a site in the area designated by the Apache-Sitgreaves National Forest for radio sites must become a member of this Association by signing the Constitution and Bylaws and paying the fees and dues provided for in the bylaws. Tenants or Customers maybe entitled to vote when holding a proxy and representing a Facility Owner/Manager. For voting purposes a Tenant/Customer may represent only one Facility Owner/Manager.

Section II

Special meetings of this Association shall be held at such times and places as may be designated by the President or a majority of the Executive Board. Written notice of all meetings of the Association shall be sent to the last known address of each member by the Secretary/Treasurer at least 14 days before the date of the meeting. Notices announcing special meetings shall state the purpose for which it is called. No business shall be transacted at a special meeting except that stated in the notice.

Section III

Meetings of the Executive Board shall be called by the Secretary/Treasurer upon request from the President or by a majority of the Executive Board.

Section IV

No regular business of the Association shall be transacted at any meeting unless a quorum is present. A quorum for Association meetings shall consist of a majority of the Facility Owner/Managers on Porter Mountain who are in good standing at the time of the meeting. Unless a member is in good standing he/she shall not be entitled to vote or be elected to office; a member shall not be in good standing unless he/she has complied with all of the requirements adopted by or on behalf of the Association under the Bylaws.

Section V

Facility Owner/Manager in joint-tenant facilities in good standing shall have one vote. Tenants or Customers may assert their desires through their Facility Owner/Manager representative.

Section VI

Members shall have no individual or separate interest in the property or assets of the Association.

Section VII

Upon dissolution of the Association and after paying or making provisions for payment of all the liabilities, the assets of the Association shall be distributed to an organization which shall at the time qualify as an exempt organization under Section 501(C)(3) or 501(C)(4) of Internal Revenue Code 1954 or the corresponding provisions of any future United States Internal Revenue Laws in effect at the time of dissolution.

TITLE II

Executive Board

Section I

The Executive Board shall have the authority between annual meetings of the Association to perform all functions and do all acts which this Association might do or perform. During said interim period its decisions shall be final in matters determined "reasonable and proper".

Section II

The Executive Board shall present a budget at the annual meeting. This budget must be approved by a majority of the Association members in good standing in attendance. The Executive Board shall operate within this budget or call a special meeting of the Association members in good standing for any proposed increase.

Section III

Meetings of the Executive Board shall be called by the Secretary/Treasurer upon request from the President, by a majority of the Executive Board.

TITLE III

Fees & Dues

Section I

A. For the purpose of providing funds to accomplish the object of this Association, an assessment shall be levied upon all Facility Owner/Mangers on Porter Mountain in accordance with the following formula. The Total assessment will be the total budgeted cost for operating the Association for one fiscal year divided by the number of Facility Owner/Mangers.

B. The Maximum assessed fee per Facility Owner/Manager per year shall not exceed five hundred dollars and the assessment shall be subject to the Governmental participating agencies obtaining through their normal procedures, authorization and appropriation of fund assessments.

Order of Business

Section I

The order of business of any meeting of the Association shall be as follows:

1. Call to order
2. Roll call and check of standing members
3. Check for quorum
4. Reading of minutes of last meeting
5. Unfinished business
6. Reports of the Secretary/Treasurer and Auditing Committee
7. Reading of Communications
8. Report of Executive Board
9. Reports of committees
10. New business
11. Election and installation of Officers
12. Admission of new members
13. Appointment of committees
14. Adjournment

TITLE VI

Technical Standards

Section I Technical Standards Committee

A. There shall be a permanent Technical Standards Committee of the Association. Committee members shall be appointed by the President of the Association at the annual meeting. The committee shall be made up of no less than five individuals consisting of the Facility Owner/Managers or Tenant/Customer or Assigned Representative with no more than one from any one site.

B. The function of the Technical Standards Committee shall be to:

1. Ensure compliance with the technical standards as outlined in Section II, which are required by the Association, and approved by the Forest Service. Adherence to these standards will minimize physical damage and RF interference, thus providing for improved electromagnetic compatibility of all Porter Mountain site users.

2. Represent the Association in technical matters with the Forest Service and applicants.

- a. Site plan showing the tower location and antenna orientation.
 - b. A soils report for the specific tower to be erected or a report from a previous tower already on site.
 - c. A listing of the number, size, location and orientation of the antennas planned for the tower. Any antennas represented for future installations should be listed as such.
 - d. Tower design analysis (calculations) must use the appropriate wind and ice load conditions. The analysis must be approved by a Professional Engineer. The wind and ice load conditions used for the analysis must be based on a worst case scenario for the site. If the design engineer has a conflict with the load conditions specified for the site; the engineer may request a variance. The request for a variance must be written, including supporting data and justification for the variance.
 - e. Used towers must have a complete material inspection to verify that the tower members are in satisfactory condition to be reused. This inspection must be certified by a Professional Engineer.
 - f. Foundation design calculations shall be stamped and signed by a Professional Engineer in the state in which the tower is to be erected.
 - g. The communication paths must be evaluated and written verification submitted that there will be no interference with other paths.
6. All tower construction must meet manufacturer's and the Forest Service's recommended specifications for ice and wind loading. At the present specification for ice and wind loading are:
- a. wind load 100 mph minimum
 - b. radial ice load 3/4 inch minimum (radial ice shall be considered with full wind load)
 - c. rime ice load 8 to 10 inches
7. All metallic structural materials will be galvanized either plated or coated. Dissimilar metals will not be placed in contact with each other in such a manner that could create a galvanic junction.
8. Physical deterioration which weakens the structure shall be corrected within a time limit determined by the Technical Standards Committee.
9. Physical deterioration which could cause electromagnetic interference shall be corrected within a time limit determined by the Technical Standards Committee.

b. All external transmission lines will be 100% shielded and shall be jacketed with a UV resistant jacket (with the exception of the manufactures phasing harness, 6' pigtails). Braided cables, regardless of the presence or absence of supplemental foil shields, do not meet the intent of this paragraph and are prohibited for exterior use.

c. All external connectors will be installed per manufacture's instructions and made water tight.

d. All internal transmission lines will be double braided or solid shielded and jacketed.

e. No transmission lines shall be left un-terminated. They must be terminated in there characteristic impedance.

D. Electrical

1. All electrical facilities, equipment, and their installation shall conform to the latest edition of the "National Electric Code" and local laws / regulations.

2. All buildings and towers shall be connected to the common ground system installed on Porter Mountain. This is to supplement any individual site grounding systems and does not replace them.

3. All external grounds will be cad-welded where applicable. On guy wires the grounding conductor shall be connected to each guy wire using stainless steel clamps. Each connector of the guy wire shall be coated in an anti-oxidant compound. It is recommended that the interior grounding comply with R56 Standards.

E. Interference

1. All users shall cooperate with the Association in the location and elimination of interference. At the request of the Association President, a technical representative will go to Porter Mountain and assist in eliminating interference.

2. Microwave corridors will be protected. No building, tower or other structure will be allowed to interfere with an existing microwave path.

3. Any new or existing user will subject the current users of the Porter Mountain site to a noise level no higher than 10 db below the currently measured "noise floor" on all frequencies reasonably removed from the users own frequency, therefore not causing any measurable degradation to the existing receiver performance. This will be accomplished by the use of a band pass type filter and any notch filter that becomes necessary. Verification of proper operation and installation will be made by the Technical Standards Committee. The Technical Standards Committee will recommend to

b. Coordinate a ten day testing period with the applicant and Facility Owner/Managers.

c. Give two week notice before testing. Testing will be conducted during normal business hours from 9 a.m. to 5 p.m. (Monday – Friday) unless special provisions are made in advance.

d. Document test results

e. Recommend in writing, approval or denial to the Association President within thirty days of the end of test.

At the end of the testing period affected Facility Owner/Manager's a ten day response period to file any grievance to the Association President. After the response period any technical grievance will become the Facility Owner/Manager's responsibility to resolve.

3. The Association President will:

a. Send a letter of approval or denial to the applicant

b. If approved, a copy of the FCC license and approval letter will be sent to the Forest Service

G. Housekeeping

1. Housekeeping has environmental, visual and aesthetic impact, it further has an electromagnetic compatibility impact. Debris which is permitted to remain adrift, and the residue of construction, installation, removal, modification or other evolution's raises the "noise floor" for all users and gives rise to inter-modulation potential which often defies identification. No such material will be allowed to accumulate.

Section III Inspections

A. The Technical Standards Committee and Forest Service representatives will conduct an annual inspection of each site. The purpose of this inspection is be to verify:

1. Compliance with conditions of the lease
2. Compliance with Technical Standards
3. Structural integrity (i.e. building, tower)
4. Electronic noise compatibility
5. Verification of plot plan accuracy
6. Verification of as built plan accuracy
7. General safety
8. Compliance with licensing (i.e. frequencies, output power)

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0075 (January 2001)	FOR FCC USE ONLY
FCC 345		FOR COMMISSION USE ONLY FILE NO.
APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR FOR ASSIGNMENT OF LICENSE OR PERMIT OF TV OR FM TRANSLATOR STATION OR LOW POWER TELEVISION STATION		
Read INSTRUCTIONS Before Filling Out Form		

Section I - General Information

1. Legal Name of the Applicant KSAZ LICENSE, INC.			
Mailing Address 5151 WISCONSIN AVE., NW C/O MOLLY PAUKER			
City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20016 -	
Telephone Number (include area code) 2028953088	E-Mail Address (if available) MOLLYP@FOXTV.COM		
FCC Registration Number:	Call Sign K070J	Facility Identifier 53064	
2. Contact Representative (if other than Applicant) KSAZ LICENSE, INC.		Firm or Company Name	
Telephone Number (include area code) 2028953088		E-Mail Address (if available) MOLLYP@FOXTV.COM	
3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input checked="" type="radio"/> N/A (Fee Required)			
4. Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, list pertinent authorizations in an Exhibit. [Exhibit 1]			

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section II - Assignor/Transferor

1. Certification. Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.		<input type="radio"/> Yes <input checked="" type="radio"/> No
2. Application for (check only one box for A and B): A. <input type="radio"/> Consent to Assign Construction Permit <input checked="" type="radio"/> Consent to Assign License <input type="radio"/> Amendment to pending application If an amendment, submit as an Exhibit a listing by Section and <div style="text-align: right;">[Exhibit 2]</div>		
<input type="radio"/> Consent to Transfer Control of Permittee <input type="radio"/> Consent to Transfer Control of Licensee		

Question Number of the portions of the pending application that are being revised.

B. ☒ TV Translator ☐ Low Power TV Station ☐ FM Translator ☐ Digital Low Power TV ☐ Digital TV Translator

3. Legal Name of the Assignor/Transferor
PORTER MOUNTAIN ANTENNA TV ASSOCIATION

Mailing Address
PO BOX 421

City SHOW LOW	State or Country (if foreign address) AZ	Zip Code 85901 -
Telephone Number (include area code) 928 537-7459		E-Mail Address (if available)

If more than one transferor, submit the information requested in question 1 for each transferor. [Exhibit 3]

4. Contact Representative (if other than assignee)

Firm or Company Name
Telephone Number (include area code)
E-Mail Address (if available)

5. Authorizations to be Assigned/Transferred. List call signs, locations and facility identifiers of all authorizations to be assigned/transferred. Include construction permits and file numbers. List main station authorizations and any 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/transferred. 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/transferred. 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
53064	K07OJ	-	SNOWFLAKE, ETC.	AZ

6. Agreements for Sale/Transfer of Station. Licensee/permittee certifies that:

a. it has placed in its station records and submitted to the Commission as an Exhibit to this application copies of all agreements for the sale/transfer of the station(s);	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 4]
b. these documents embody the complete and final understanding between licensee/permittee and assignee/transferee; and	
c. these agreements comply fully with the Commission's rules and policies.	

7. 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:

a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 5]
b. any pending broadcast application in which character issues have been raised.	

8. Adverse Findings. Licensee/permittee certifies that, with respect to the licensee/permittee and any 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 the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.

<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]

9. Local Public Notice. Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.

<input checked="" type="radio"/> Yes <input type="radio"/> No

10. Auction Authorization. Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned/transferred, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 7]
11. Anti-Drug Abuse Act Certification. Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing <i>Jack Phillips</i>	Typed or Printed Title of Person Signing <i>Jack Phillips</i>
Signature <i>Jack Phillips</i>	Date <i>10/11/06</i>

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section III - Assignee/Transferee

1.	Certification. Assignee/transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.		<input checked="" type="radio"/> Yes <input type="radio"/> No						
2.	Legal Name of the Assignee/Transferee KSAZ LICENSE, INC. Mailing Address 5151 WISCONSIN AVE., NW C/O MOLLY PAUKER <table border="1"> <tr> <td>City WASHINGTON</td> <td>State or Country (if foreign address) DC</td> <td>Zip Code 20016 -</td> </tr> <tr> <td colspan="2">Telephone Number (include area code) 2028953088</td> <td>E-Mail Address (if available)</td> </tr> </table>			City WASHINGTON	State or Country (if foreign address) DC	Zip Code 20016 -	Telephone Number (include area code) 2028953088		E-Mail Address (if available)
City WASHINGTON	State or Country (if foreign address) DC	Zip Code 20016 -							
Telephone Number (include area code) 2028953088		E-Mail Address (if available)							
	If more than one transferee, submit the information requested in question 1 for each transferor. [Exhibit 8]								
3.	Contact Representative (if other than assignee) Telephone Number (include area code)		Firm or Company Name E-Mail Address (if available)						
4.	Nature of Applicant. Assignee/transferee is: <input type="radio"/> an individual <input type="radio"/> a general partnership <input checked="" type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC)								

	<input type="radio"/> other	
	a. If "other", describe nature of applicant in an Exhibit.	[Exhibit 9]
5.	Agreements for Sale/Transfer of Station. Assignee/Transferee certifies that: a. the written agreements in the licensee/permittee's station records embody the complete and final agreement for the sale of the station(s) which are to be assigned; and these b. agreements comply fully with the Commission's rules and policies.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 10]
6.	Character Issues. Assignee/Transferee certifies that neither applicant nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or b. any pending broadcast application in which character issues have been raised.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 11]
7.	Adverse Findings. Assignee/Transferee certifies that, with respect to the assignee/transferee and any 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 government unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 12]
8.	Alien Ownership and Control. Assignee/Transferee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 13]
9.	Financial Qualifications. Assignee/Transferee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
10.	Rebroadcast Certification. For applicants proposing translator rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted	<input type="radio"/> Yes <input type="radio"/> No
11.	a. Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 15]
	b. Applicant certifies that the coverage contour of the translator station will not extend beyond the protected contour of the commercial primary station being rebroadcast.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 16]
<p>NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing. See 47 C.F.R. Section 74.1231(d).</p> <p>If No to a. and Yes to b. applicant is prohibited from receiving any support, before or after construction, either directly or indirectly from the commercial primary station being rebroadcast or from any person or entity having interest whatsoever, or any connection with the primary FM station. Interested and connected parties include group owners, corporate parents, shareholders, officers, directors, employees, general and limited partners, family members and business associates. See 47 C.F.R. Section 74.1232(e).</p>		
12.	The applicant, if for a commercial FM translator station with a coverage contour extending beyond the protected contour of the commercial primary station being rebroadcast, certifies that it has not received any support, before or after constructing, directly or indirectly, from the	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

	licensee/permittee of the primary station or any person with an interest in or connection with the licensee or permittee of the primary station, except for technical assistance as provided for under 47 C.F.R. Section 74.1232(e).	See Explanation in [Exhibit 17]
13.	Auction Authorization. Assignee/Transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
14.	Anti-Drug Abuse Act Certification. Assignee/Transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	See Explanation in [Exhibit 18] <input checked="" type="radio"/> Yes <input type="radio"/> No
15.	Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)		
Typed or Printed Name of Person Signing MOLLY PAUKER		Typed or Printed Title of Person Signing VICE PRESIDENT
Signature		Date 9/21/2006

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits