

Return to:
Lane Powell PC
1420 Fifth Ave Ste. 4100
Seattle, WA 98101-2338
Attn: Dean Prather

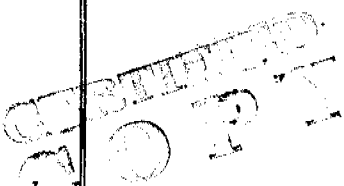
2010-006366
Klamath County, Oregon



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10 MAY 17 AM 10:55

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

PRESENT IN PERSON

EXHIBIT

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

In the Receivership of:

NEW NORTHWEST BROADCASTERS
LLC, a Washington limited liability
company

No. 10-2-17616-1 SEATTLE

ORDER APPOINTING GENERAL
RECEIVER PURSUANT TO RCW
7.08.030(3) AND RCW 7.60.025(1)(j)

This matter came before the Court upon the petition (the "Petition") of New Northwest Broadcasters LLC ("Assignor") for the appointment of Revitalization Partners, L.L.C. ("Assignee") as general receiver of all of Assignor's assets pursuant to chapter 7.08 RCW and chapter 7.60 RCW. The Court, being fully informed, finds as follows:

A. On May 14, 2010, Assignor assigned, conveyed, transferred, and set over (the "Assignment") unto Alan M. Davis of Revitalization Partners (the "Assignee"), all of Assignor's property for the benefit of Assignor's creditors pursuant to RCW 7.08.030(1).

B. A copy of the Assignment, including the schedules required by RCW 7.08.030 and RCW 7.60.090(3), was attached to the Petition as Exhibit 1.

ORDER APPOINTING GENERAL
RECEIVER - 1

32559-0001/LEGAL18326772.3

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

1 C. On May 17, 2010, Assignee accepted the trust created by the Assignment and
2 agreed to faithfully and without delay carry out Assignee's duties under the Assignment.
3

4 D. Appointment of Assignee as general receiver is appropriate pursuant to RCW
5 7.08.030(4) and RCW 7.60.025(1)(j).
6

7 NOW THEREFORE it is hereby ORDERED as follows:
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9
10 1. **Appointment.** Assignee is hereby appointed general receiver (hereinafter,
11 the "Receiver") to take charge over all of Assignor's property, including but not limited to
12 all assets listed on the schedules attached to the Assignment, wherever located (the
13 "Assets"). During the receivership, and until further order of the Court, the Assets shall
14 remain under this Court's exclusive jurisdiction in accordance with RCW 7.60.055. The
15 Receiver shall not be subject to the control of any of the parties to this matter, but shall be
16 subject only to the Court's direction in the fulfillment of the Receiver's duties. Entry of this
17 Order, countersigned by the Receiver, evidences the Receiver's acceptance of its rights and
18 duties hereunder and constitutes administration of any required oath of office.
19

20 2. **Bond.** The Receiver shall post a \$50,000 bond with the Clerk of the Court to
21 secure performance of the Receivers duties hereunder pursuant to RCW 7.60.045. The
22 Receiver is authorized to pay the initial bond premium, and for any extension thereof, from
23 funds in his possession in the receivership estate.
24

25 3. **Authority of the Receiver.** Unless and until otherwise ordered by the Court,
26 the Receiver shall be a general receiver, with exclusive possession and control over all
27 Assets, with the power, rights and authority vested in it by RCW 7.60.060, including but not
28 limited to authority and control over all of Assignor's accounts (including without
29 limitation, bank accounts). In addition:
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ORDER APPOINTING GENERAL
RECEIVER - 2

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1 a. The Receiver is authorized to liquidate the Assets and/or wind-up the
2 Assignors' affairs, pursuant to RCW 7.60.260. The Receiver's sale of Assets shall be
3 effected free and clear of liens and of all rights of redemption, whether or not the sale will
4 generate proceeds sufficient to fully satisfy all claims secured by the property. Upon any
5 sale free and clear of liens in accordance with this order, all security interests and other liens
6 encumbering the property conveyed transfer and attach to the proceeds of the sale, net of
7 reasonable expenses incurred in the disposition of the property and receivership expenses
8 allocated to the disposition of the property, in the same order, priority, and validity as the
9 liens had with respect to the property immediately before the conveyance. The Receiver
10 may file a motion to sell any of the Assets (a "Sale Motion") upon 30 days' written notice to
11 Assignor, all parties on the master mailing list and any other party requesting notice in this
12 receivership.
13

14 b. The Receiver is authorized to contract with or hire, pay, direct and
15 discharge all persons deemed necessary by the Receiver, in its sole discretion, for the
16 operation, management, and maintenance and liquidation of the Assets.
17

18 c. The Receiver may bring and prosecute actions for the recovery of any
19 Assets that may be in the possession of any third party.
20

21 d. The Receiver shall have the power to do all things which the owner of
22 the business or property might do in the ordinary course of the operation of the business as a
23 going concern or use of the property including, but not limited to, the purchase and sale of
24 goods or services in the ordinary course of such business, and the incurring and payment of
25 expenses of the business or property in the ordinary course.
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27 e. The Receiver shall establish a segregated account ("Bank Account")
28 at a federally insured bank with branches in the State of Washington. The Receiver shall
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ORDER APPOINTING GENERAL
RECEIVER – 3

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1 have the power to present for payment any checks, money orders, and other forms of
2 payment made payable to the Assignor, or such similar names, which constitute or are
3 derived from the rents and profits of the Assets, endorse same and collect the proceeds
4 thereof, such proceeds to be used and maintained as elsewhere provided herein. The
5 Receiver shall have the sole and exclusive authority to disburse funds from the Bank
6 Account. The Receiver shall have authority to take possession of bank and other deposit
7 accounts of the Assignor related to the Assets, and to use, open, transfer and change all bank
8 and trade accounts relating to the Assets, so that all such accounts are in the name of the
9 Receiver.

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11 f. The Receiver shall also disburse funds from the Bank Account to pay
12 all amounts necessary to maintain adequate all risk hazard property damage and all risk
13 comprehensive liability insurance on the Assets. Payment of expenses incurred in the
14 ordinary course of business, along with payroll, payroll taxes, employee benefits, property
15 management company fees, as applicable, utilities, insurance, taxes, landscaping, janitorial
16 services, and maintenance shall not require prior approval of the Court.

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18 4. Collections. The Receiver is authorized to bring and prosecute actions for
19 (i) the recovery of any Assets held by third parties; and (ii) collection of any sums owing to
20 Assignor which constitute Assets. The Receiver may undertake his collection duties in
21 Assignor's and/or the Receiver's name in assisting him with the collection of Assignor's
22 uncollected accounts receivable. The Receiver may alter the place of payment, settle,
23 compromise and otherwise take all actions necessary to collect all outstanding accounts
24 receivable of Assignor, without further order of the Court and to liquidate all other Assets,
25 including without limitation notifying account debtors to pay the Receiver directly the
26 proceeds of all outstanding accounts receivable and a copy of this Order may be remitted to
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ORDER APPOINTING GENERAL
RECEIVER - 4

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1 account debtors and may be relied upon by account debtors as authority to pay the Receiver
2 solely and directly. Any account debtor who makes payment to the Receiver shall have full
3 credit in the amount of such payment with respect to its obligations owing to Assignor.
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7 5. **Reports.** The Receiver shall file with the Court quarterly reports of the
8 Receiver's operations and financial affairs including the information required by RCW
9 7.60.100, which reports shall be due by the last day of the month subsequent to the end of
10 the quarter. Copies of such reports shall be furnished to the Assignor and any party
11 requesting notice in this proceeding. The receiver is excused from filing such reports on a
12 monthly basis.
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19 6. **Services/Tax Returns.** The Receiver is authorized to perform and/or direct
20 performance of legal, accounting, consulting and tax services with respect to the Assets, as
21 necessitated by this proceeding or by law in connection with the performance of the
22 Receiver's duties. The Receiver shall be under no obligation to complete or file tax returns
23 or other regulatory or governmental reports on behalf of Assignor, such responsibility to
24 remain with Assignor, but the Receiver shall furnish Assignor with such access to books and
25 records within the Receiver's custody or control as reasonably may be requested by them
26 and necessary in order for them to complete and file such returns, or other regulatory or
27 governmental filings or reports. Nothing herein shall be construed as imposing any
28 obligation on the Receiver for any taxes except as set forth in RCW 7.60.170(1)(b).
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39 7. **Executory Contracts/Leases.** The Receiver is authorized to assume or
40 reject executory contracts and unexpired leases of Assignor, as the Receiver deems to be in
41 the best interests of the creditors generally, provided such assumption or rejection shall
42 require a further order of this Court upon appropriate notice to the parties in accordance with
43 RCW 7.60.130.
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1 8. **Abandonment.** In accordance with RCW 7.60.150, the Receiver, upon order
2 of the Court following notice and a hearing, and upon the conditions or terms the court
3 considers just and proper, may abandon any estate property that is burdensome to the
4 Receiver or is of inconsequential value or benefit. Property that is abandoned no longer
5 constitutes estate property.
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10 9. **No Liability.** No obligation incurred by the Receiver in the good faith
11 performance by it of the Receiver's duties in accordance with the order of this Court, except
12 to the extent such obligation is found to have resulted from willful misconduct or fraudulent
13 behavior, whether pursuant to any contract, by reason of any tort, or otherwise, shall be the
14 Receiver's personal obligation; rather, the recourse of any person or entity to whom the
15 Receiver becomes obligated in connection with the performance of its responsibilities, shall
16 be solely against the Assets. Notwithstanding any provisions of this Order which may be
17 construed otherwise, the Receiver shall not be required to expend any personal funds to
18 comply with any of the provisions of this order.
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28 10. **Preservation of Assets.** The Receiver is authorized to do all things
29 determined by the Receiver to be necessary to protect and preserve the Assets and the
30 proceeds thereof and to maintain or enhance their value or income producing potential and
31 to exercise all of the powers, duties and other authorities as may be provided by law or
32 which may be necessary in the fulfillment of his duties, and all powers which the owner of
33 the Assets itself might exercise with respect thereto or with respect to the business
34 associated with them.
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42 11. **Licenses.** The Receiver is authorized to acquire or renew all governmental
43 licenses, permits or other authorizations, either in the Receiver's name or in the name of
44 Assignor, pertaining to the Assets or any business associated therewith.
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1 12. **Duty of Cooperation.** The Assignor, its attorneys, and all of the existing and
2 former officers, directors, managers, agents, consultants and employees of Assignor, and all
3 persons with actual or constructive knowledge of this Order and their agents and employees,
4 shall cooperate with the Receiver in connection with the Receiver's management and
5 operation of the Assets. Each of them shall relinquish and deliver possession of the Assets
6 to the Receiver upon demand. Upon request of the Receiver, the Assignor shall instruct all
7 entities now or hereafter in possession of any portion of the Assets to deliver such Assets
8 and to make all payments to Receiver or the Receiver's designee until further Order of this
9 Court. All financial institutions, credit card processors, insurance agents or underwriters,
10 utility providers, vendors, suppliers, tradesmen, materialmen, service providers, franchisors,
11 taxing agencies, and all government agencies and departments are hereby ordered to take
12 direction from the Receiver as it relates to the accounts of the Assignor and to surrender any
13 and all funds held on deposit or apply said funds as directed by the Receiver.
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15 13. **Receiver's Compensation.** The Receiver is authorized to pay itself
16 compensation at the rate of \$275.00 per hour and to reimburse its expenses without further
17 order of this Court. The Receiver has received from Assignor a retainer in the original
18 amount of \$10,000.00, of which approximately \$6,000 has been applied toward fees and
19 expenses incurred previously by the Receiver. The Receiver is authorized to hold the
20 unapplied balance of the retainer to apply toward outstanding future buildings.
21

22 14. **Professionals/Attorneys.** The Receiver may retain attorneys, accountants
23 and other professional services to assist him in carrying out his obligations as Receiver. The
24 following professionals are hereby authorized and appointed to act as attorneys for the
25 receivership and, subject to the provisions of paragraph 16 below, shall be paid for all
26 services at the regular hourly rates of any attorneys and paralegals of the respective firm: the
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1 law firm of Lane Powell PC as attorneys for the receivership; the law firm of Dow Lohnes
2 PLLC as FCC counsel; and Perkins Coie LLP as special counsel.

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5 15. **Surcharging Lien.** The approved fees and costs of the Receiver and his
6 attorneys or other professionals employed by him pursuant to the authority granted by this
7 court, together with all other necessary and reasonable expenses incurred by this
8 receivership, shall be a first and paramount surcharging lien against the Assets, subject only
9 to valid and perfected security interests and liens obtained prior to the Receiver's
10 appointment.
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13 16. **Payment of Receiver's and Professionals Fees and Costs.** The Receiver is
14 authorized to make payment for his fees and costs and for the fees and costs of his
15 professionals on a periodic basis, but in no event more than monthly without further order of
16 the Court.
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19 17. **No Appraisal or Inventory Required.** The Receiver is excused from
20 seeking an independent professional appraisal of the Assets or filing an inventory, absent a
21 further order of this Court.
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24 18. **Utilities.** Any utility company providing services to the Assignor, including
25 gas, electricity, water, sewer, trash collection, telephone, communications or similar
26 services, shall be prohibited from discontinuing service based upon unpaid bills incurred by
27 Assignor. Further, such utilities shall transfer any deposits held by the utility to the
28 exclusive control of such Receiver and be prohibited from demanding that the Receiver
29 deposit additional funds in advance to maintain or secure such services.
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32 19. **Mail.** Receiver may issue demand that upon the U. S. Postal service grant
33 exclusive possession and control of mail including postal boxes as may have been used by
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1 Assignor and may direct that certain mail related to the Property and its business be
2 re-directed to Receiver.
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5 20. **Insurance.** The Receiver shall determine upon taking possession of the
6 Property whether in the Receiver's judgment, there is sufficient insurance coverage. With
7 respect to any insurance coverage in existence or obtained, the Receiver shall be named as
8 an additional insured on the policies for the period of the receivership. If sufficient
9 insurance coverage does not exist, the Receiver shall to procure sufficient all-risk and
10 liability insurance on the Property (excluding earthquake and flood insurance) provided,
11 however, that if the Receiver does not have sufficient funds to do so, the Receiver shall seek
12 instructions from the Court with regard to adequately insuring the property. The Receiver
13 shall not be responsible for claims arising from the lack of procurement or inability to obtain
14 insurance.
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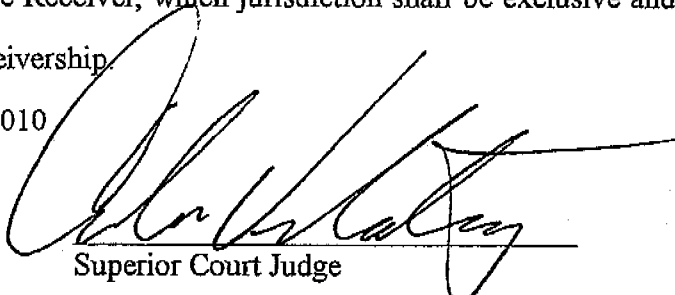
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18 21. **Termination.** The receivership shall not be terminated, and the rights and
19 obligations of the parties subject to this Order shall remain in full force, until this Court
20 approves the Receiver's final report or until the court enters an order terminating the
21 receivership.
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25 22. **Best Efforts/Further Construction.** The Court acknowledges the
26 Receiver's ability to perform his duties under this Order may be limited by various factors,
27 including but not limited to Receiver's limited access to information. The Court therefore
28 requires only Receiver's best efforts to comply with the duties set forth in this Order and the
29 Receiver may at any time apply to this Court for further or other instructions, or for a
30 modification of this order, or for further powers necessary to enable the Receiver properly to
31 perform his duties, or for a termination of the Receiver's appointment.
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1 23. **Discharge/Final Report.** Upon distribution or disposition of all property of
2 the estate, or the completion of the receiver's duties with respect to estate property, the
3 Receiver shall move the Court to be discharged. The Receiver shall file a final report and
4 accounting setting forth all receipts and disbursements of the estate which shall be annexed
5 to the petition for discharge and filed with the court. Upon approval of the final report, the
6 court shall discharge the Receiver and exonerate the Receiver's bond. The Receiver's
7 discharge releases the Receiver from any further duties and responsibilities as receiver under
8 RCW 7.60 et. seq.
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10 26. **Jurisdiction.** This Court shall retain jurisdiction over any disputes arising
11 from the receivership, or relating to the Receiver, which jurisdiction shall be exclusive and
12 shall survive the termination of the receivership.
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14 DATED this 17 day of May, 2010

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Superior Court Judge

ACCEPTANCE OF APPOINTMENT AS GENERAL RECEIVER:

Revitalization Partners, L.L.C.

By: Alan M. Davis, Member

ORDER APPOINTING GENERAL
RECEIVER - 10

32559-0001/LEGAL18326772.3

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1201 Third Avenue, Suite 4800
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3 ORDER PRESENTED BY:
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8 **PERKINS COIE LLP**

9 Brian A. Jennings, WSBA No. 32509

10 1201 Third Avenue, Suite 4800

11 Seattle, WA 98101

12 Tel: 206-359-8000

13 Fax: 206-359-9000

14 Attorneys for New Northwest Broadcasters LLC
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ORDER APPOINTING GENERAL
RECEIVER - 11

32559-0001/LEGAL18326772.3

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I BARBARA MINER Clerk of the Superior Court of the State of Washington
for King County do hereby certify that this copy is a true and perfect transcript
of said original as it appears on file and of record in my office and of the whole
thereof IN TESTIMONY WHEREOF, I have affixed this seal of said Superior
Court at my office at Seattle on this date MAY 21 2010



BARBARA MINER Superior Court Clerk

By 
Deputy Clerk

NOTICE OF APPOINTMENT OF GENERAL RECEIVER

Please take notice that on May 17, 2010 the King County, Washington Superior Court appointed Revitalization Partners, LLC as General Receiver of New Northwest Broadcasters, LLC, successor in interest to New Northwest Broadcasters, Inc., the owner of certain real property in Klamath County, Oregon, more particularly described on Exhibit A hereto. A copy of the Order appointing the Receiver is attached hereto as Exhibit B.

Dated: May 21, 2010.

LANE POWELL PC

By Charles R. Ekberg
Charles R. Ekberg

Attorneys for Revitalization Partners, LLC, as
General Receiver for New Northwest Broadcasters,
LLC

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in Section 21, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the center one-quarter corner, marked by a 5/8 inch iron pin; thence South 00 degrees 02'26" East, along the North-South center section line, 500.00 feet to a steel fence post; thence leaving said North-South center of Section line, South 70 degrees 00'00" West, 1150.00 feet to an iron axle; thence North 270.00 feet to a 5/8 inch iron pin; thence South 61 degrees 05'00" West, 272.76 feet to a point on the West line of the East half of the West half of said Section 21; thence along said West line North 00 degrees 04'26" East, 829.80 feet to its intersection with a fence from the East; thence leaving said West line, North 60 degrees 02'36" East, 803.03 feet to the point of intersection with said fence; North 67 degrees 38'11" East, 231.68 feet to a point; thence continuing along said fence North 70 degrees 18'03" East, 413.16 feet to its intersection with said center of section line; thence leaving said fence along said center of section line South 00 degrees 02'26" East, 710.60 feet, to the point of beginning.

TOGETHER WITH an easement for ingress and egress purposes, consisting of the right to use the existing road that provides Northerly access from Roeder Road to the herein described property, as set forth in Easement Agreement, subject to the terms and provisions thereof, dated December 30, 1983 and recorded January 13, 1984 in Volume M84, page 701, Microfilm Records of Klamath County, Oregon.

EXCEPTING THEREFROM,

A tract of land situated in the SE 1/4 NW 1/4 of Section 21, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the East line of the said SE 1/4 NW 1/4, from which the center 1/4 corner of said Section 21 bears South 00 degrees 02'26" East, 289.21 feet; thence North 00 degrees 02'26" West, along said East line, 421.39 feet; thence South 70 degrees 18'03" West, 413.16 feet; thence South 67 degrees 38'11" West, 251.68 feet; thence South 60 degrees 02'36" West, 365.55 feet; thence South 89 degrees 45'58" East, 938.76 feet to the point of beginning.

EXHIBIT B
ORDER APPOINTING THE RECEIVER