

**CERTIFICATE OF COMPLIANCE  
BROADCAST PUBLIC NOTICE**

I hereby certify that a notice of the filing of an application for the assignment of licenses of WPBN(TV) and WTOM(TV) from Barrington Traverse City License, LLC. to WPBN License LLC Traverse City

The Notice, a copy of which is attached, was broadcast over WPBN(TV) and WTOM(TV) on the dates and at the times specified below:

Dates	Times
a) <u>3/25</u> a) _____	a) <u>753p</u> a) _____
b) <u>3/26</u> b) _____	b) <u>759p</u> b) _____
c) <u>3/27</u> c) _____	c) <u>753p</u> c) _____
d) <u>3/28</u> d) _____	d) <u>711p</u> d) _____

Barrington Broadcasting Traverse City, Inc.

Signature: Maureen Dless  
Title: HR MGR  
Date: 4/12/13

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I hereby certify that a notice of the filing of an application for the assignment of licenses of of WPBN(TV) and WTOM(TV) from Barrington Traverse City License, LLC. to WPBN License LLC Traverse City has been accomplished in the manner prescribed by Section 73.3580 of the Rules and Regulations of the Federal Communications Commission.

The Notice, a copy of which is attached, was published in \_\_\_\_\_ the following newspaper on the dates specified below:

<i>Traverse City Record Eagle</i>	<i>Charboygan Tribune</i>
a) <u>3/25</u>	a) <u>3/26</u>
b) <u>3/24</u>	b) <u>3/27</u>
c) <u>4/1</u>	c) <u>4/2</u>
d) <u>4/2</u>	b) <u>4/3</u>

Barrington Broadcasting Traverse City, Inc.

Signature: *Nancy Allen*  
Title: *VP M&A*  
Date: *4/15/13*

**LOCAL PUBLIC NOTICE**

On March 15, 2013, an application was filed with the Federal Communications Commission for consent to assign the licenses of television station WPBN-TV, Traverse City, Michigan and its satellite WTOM-TV, Cheboygan, Michigan from Barrington Traverse City License LLC to WPBN License LLC.

Assignor Barrington Traverse City License LLC, a Delaware limited liability company, is owned by Barrington Traverse City LLC, which in turn is owned by Barrington Broadcasting Group LLC. Barrington Broadcasting LLC owns Barrington Broadcasting Group LLC. Officers and directors and attributable owners of the Assignor and its parent entities include: K. James Yager, Chris Cornelius, Warren Spector, Mayo S. Stuntz, Jr., Paul M. McNicol, Keith Bland, Mary Flodin, Andrew Russell, Pilot Group LP, Pilot Group GP, LLC, Howard Lipson, and the Estate of Robert Sherman.

Assignee WPBN License LLC is a limited liability company organized under the laws of Nevada. The Assignee's officers, directors, members and 10% or more shareholders are Sinclair Communications, LLC, Sinclair Television Group, Inc., Sinclair Broadcast Group, Inc., David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith, Mark A. Aitken, M. William Butler, Delbert R. Parks, III, David F. Schwartz, I. Scott Livingston, Gregg L. Siegel, Robert Malandra, Robert D. Weisbord, Tammy Dupuy, Dave Howitt, David B. Amy, Lucy Rutishauser, Barry M. Faber, Paul E. Nesterovsky, Donald H. Thompson, Thomas I. Waters, David R. Bochenek, Steven M. Marks, Daniel C. Keith, Martin R. Leader, Lawrence E. McCanna and Basil A. Thomas.

A copy of the application and related materials is available for public inspection at [www.fcc.gov](http://www.fcc.gov).

\* \* \*

Provide newspaper and on-air local public notice of the filing of the FCC Form 314 assignment of license application in the following manner:

1. For each station, have the attached notice published in the *Legal Notices* section of a daily newspaper of general circulation published in the station's community of license. Have the notice published twice a week in two consecutive weeks promptly following the filing of the application. (Contact Joy for instructions if there is no daily newspaper published in the station's community of license.)
2. Have the attached notice broadcast on the station at least once daily on four days in the second week immediately following the filing date of the application, *i.e.*, once a day on four days between March 23 and March 29. Each of the four announcements must be aired between 6 p.m. and 11 p.m. (between 5 p.m. and 10 p.m. for stations in Central and Mountain time zones).

If you have any questions concerning these requirements, please call Joy Barksdale of Covington & Burling LLP at (202) 662-5023.

# ORDER



**Orders**  
**Order / Rev:** 350946  
**Alt Order #:** MUST RUN  
**Product Desc:** WPBN ASSIGNMENT OF LICENSE NO  
**Estimate:** 038  
**Flight Dates:** 03/25/13 - 08/16/13  
**Original Date / Rev:** 03/21/13 / 03/22/13  
**Order Type:** GENERAL

**WPBN**

**Primary AE:** Kim St. Mary  
**Sales Office:** TRAVE  
**Sales Region:** Local

**Agency Name:** WPBN PSAs  
**Buying Contact:**  
**Billing Contact:**  
 Do Not Mail  
 Traverse City, MI 49684

**Billing Type:** Cash  
**Billing Calendar:** Broadcast  
**Billing Cycle:** EOM/EOC  
**Agency Commission:** 15%

**Advertiser Name:** WPBN PSAs  
**Demographic:** A25-54  
**Product Codes:** VS5 Promo  
**Priority:** P6  
**Revenue Codes:** DIR, GEN, GEN

**New Business Thru:**  
**Order Separation:** 00:05:00  
**Advertiser External ID:**  
**Agency External ID:**

Start Date	End Date	# Spots	Gross Amount	Net Amount
02/25/13	03/28/13	4	\$0.00	\$0.00

Month	# Spots	Gross Amount	Net Amount	Rating
March 2013	4	\$0.00	\$0.00	0.00
<b>Totals</b>	<b>4</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>

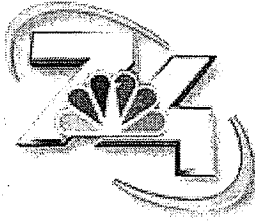
**Account Executives**

Account Executive	Sales Office	Sales Region	Start Date / End Date	Order %
Kim St. Mary			Start Of Order - End Of Order	100%

Ln	Ch	Start	End	Inventory Code	Break	Start/End Time	Days	Len	Spots	Rate	Pri	Rtg	Type	Spots	Amount
E 1	WPBN	03/25/13	03/29/13	Sign-On/Sign-Off Sign-On/Sign Off	CM	4a-4a (6:00 PM-11:00 PM)	1111---	2:00	4	\$0.00	P0	0.00	NM	4	\$0.00
MUST RUN DO NOT PREEMPT															
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>		<u>Rate</u>		<u>Rating</u>					
Week:		03/25/13	03/31/13	1111---		4		\$0.00		0.00					
													<b>Totals</b>	<b>4</b>	<b>\$0.00</b>

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# CONTRACT



**WPBN**  
 8513 M-72 West  
 Traverse City, MI 49684  
 (231) 947-7770

<http://www.tv7-4.com/>

And:

**WPBN PSAs**  
 Do Not Mail  
 Traverse City, MI 49684

<u>Contract / Revision</u> 350946 /	<u>Alt Order #</u> MUST RUN
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<u>Product</u> WPBN ASSIGNMENT OF LICENSE NOTICE	
<u>Contract Dates</u> 03/25/13 - 08/16/13	<u>Estimate #</u> 038
<u>Advertiser</u> WPBN PSAs	<u>Original Date / Revision</u> 03/21/13 / 03/22/13

<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Station</u> WPBN	<u>Account Executive</u> Kim St. Mary	<u>Sales Office</u> Traverse City
<u>Special Handling</u>		
<u>Demographic</u> Adults 25-54		
<u>IDB#</u>	<u>Advertiser Code</u> TSC	<u>Product Code</u> MOC
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	WPBN	03/25/13	03/29/13	Sign-On/Sign Off	4a-4a		2:00				NM	4	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>	<u>Rating</u>				
Week:		03/25/13	03/31/13	1111---	4			\$0.00	0.00				
<b>Totals</b>												4	\$0.00

Time Period	# of Spots	Gross Amount	Net Amount
02/25/13 - 03/28/13	4	\$0.00	\$0.00
<b>Totals</b>	4	\$0.00	\$0.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, Advertiser, and Agency are each obligated as follows, to pay to STATION the amount of bills rendered by STATION within the time specified and until payment in full is received by STATION.

i. Subject to paragraph (ii) below, Agency is liable for payment to STATION. Agency shall keep records related to payments received from Advertiser with respect to this Agreement. Upon reasonable notice from STATION, Agency shall allow STATION to review such records with respect to Agency's and Advertiser's performance under this Agreement.

ii. Advertiser is liable for payment to STATION for amounts owing but not paid to the Agency by Advertiser.

iii. If STATION initiates formal collection proceedings in the event of non-payment of bills, the Agency and/or Advertiser against which proceedings are brought (consistent with the liability structure in (i) and (ii) above), shall be liable in addition for collection fees, court costs and attorney fees.

Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

Barrington Broadcasting Group and its stations do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract, is hereby rejected.

## Confirmation Contract Terms and Conditions

The person, firm or corporation (including but not limited to organizations known as advertising agencies or media buying services) contracting for television time (hereinafter called CLIENT) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract and future contracts include the page entitled "Confirmation Contract" and these additional terms and conditions:

### 1. PAYMENT AND BILLING

- a. STATION will render invoices to CLIENT not less often than monthly, unless otherwise stipulated in this contract.
- b. Any non-airtime or packaged items may be billed separately and be subject to different terms and conditions. Package items may include products from other Barrington owned or operated affiliates or include non-airtime products.
- c. Invoice(s) shall act as the sole proof-of-performance and/or completion of services for this Agreement.
- d. Where credit has been granted, payment is due within 30 days after receipt of invoice by CLIENT. Amounts not paid within 30 days from the invoice date, may be subject to finance charges at the rate of 1.5% per month or the maximum allowable by law, whichever is lower.
- e. Where a dispute arises over the amount or timing of a commercial announcement, CLIENT agrees to remit that portion of the invoice not in dispute within 15 days after receipt of invoice by CLIENT, and acceptance by STATION shall in no way be construed as an admission by STATION of the validity of CLIENT'S dispute. Further, CLIENT shall, within 21 days from receipt of invoice send written notice of disputed item(s) to STATION.
- f. Notwithstanding to whom bills are rendered, Advertiser, and Agency are each obligated as follows, to pay to STATION the amount of bills rendered by STATION within the time specified and until payment in full is received by STATION.
  - i. Subject to paragraph (ii) below, Agency is liable for payment to STATION. Agency shall keep records related to payments received from Advertiser with respect to this Agreement. Upon reasonable notice from STATION, Agency shall allow STATION to review such records with respect to Agency's and Advertiser's performance under this Agreement.
  - ii. Advertiser is liable for payment to STATION for amounts owing but not paid to the Agency by Advertiser.
  - iii. If STATION initiates formal collection proceedings in the event of non-payment of bills, the Agency and/or Advertiser against which proceedings are brought (consistent with the liability structure in (i) and (ii) above), shall be liable in addition for collection fees, court costs and attorney fees.

### 2. TERM AND TERMINATION

- a. The contract term is as indicated on the face of the contract unless terminated earlier as set forth below or as otherwise extended in writing.
- b. Announcements-Contracts of two consecutive weeks or less are not cancelable. Contracts may be canceled upon two weeks prior notice, but no such cancellation shall be effective until two broadcast weeks as contracted for have been broadcast following receipt of such notice.
- c. Programs-Contracts may be canceled as stated on the face of the contract.
- d. If CLIENT cancels contract, CLIENT will pay to STATION all amounts owing for services rendered at the STATION'S published rates for a similar broadcast schedule. If STATION cancels contract CLIENT shall have the benefit of the same rates which would have been earned had it been allowed to complete the contract.

### 3. EFFECT OF BREACH

- a. STATION reserves the right to cancel this contract upon default by CLIENT in the payment of bills or other material breach of the terms hereof at any time. Upon such cancellation, all charges shall become immediately due and payable. If station cancels by reason of CLIENT'S material breach, CLIENT'S only liability shall be to pay for broadcasts completed prior to cancellation by STATION.
- b. In the event of a material breach by STATION in performing this contract, CLIENT reserves the right to cancel this contract at any time upon prior notice.

### 4. FAILURE TO BROADCAST

If, due to any cause beyond STATION'S control, there is an interruption or omission of any commercial announcement or program contracted to be broadcast hereunder, STATION may suggest a substitute time period for the broadcast of the uninterrupted or omitted commercial announcement or program. If no such substitute time period, or makegood, is acceptable to CLIENT, STATION shall allow CLIENT (1) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to such charges at time of purchase and (2) with respect to a commercial announcement, an acceptable makegood, or a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. CLIENT shall have the benefit of the same rates which would have been earned if there had been no interruption or omission in the broadcast. The STATION'S liability for failure of a scheduled commercial announcement or program to air, for any reason, is limited to the cost of the commercial announcement or program as shown on this contract.

### 5. SUBSTITUTION OF PROGRAMS

## LOCAL PUBLIC NOTICE

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*Cheboygan Tribune* 3/24 3/27 4/2 4/3

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T. C. RECORD-EAGLE, INC.  
120 WEST FRONT STREET  
TRAVERSE CITY MI 49684

ORDER CONFIRMATION

Salesperson: DENISE LINGERFELT

Printed at 03/22/13 08:48 by dling

Acct #: 4619

Ad #: 328663

Status: N

W.P.B.N./W.T.O.M. 7 & 4  
ACCOUNTS PAYABLE  
8513 M-72 WEST  
TRAVERSE CITY MI 49684

Start: 03/25/2013 Stop: 04/02/2013  
Times Ord: 4 Times Run: \*\*\*  
STDAD 3.00 X 3.23 Words: 268  
Total STDAD 9.69  
Class: 147 LEGALS  
Rate: LEGAL Cost: 165.80  
# Affidavits: 1

Contact: ROBERT-SIGNED CONTRACT  
Phone: (231)947-7770  
Fax#: (231)947-7891  
Email: nhess@upnorthlive.com  
Agency:

Descript: LEGAL NOTICE LOCAL PUBLI  
Given by: EMAIL NANCY HESS  
Created: dling 03/22/13 08:46  
Last Changed: dling 03/22/13 08:48

PUB	ZONE	ED	TP	START	INS	STOP	SMTWTFS
RE	A	97	S	03/25,26	04/01,02		
IN	AIN	97	S	03/25,26	04/01,02		

AUTHORIZATION

Thank you for advertising in the Record-Eagle, our related publications and online properties. If you are advertising with the Record-Eagle classifieds, your ad will begin running on the start date noted above.

Please be sure to check your ad on the first day it appears. Although we are happy to make corrections at any time, the Record-Eagle is only responsible for the first day's incorrect insertions. Also, we reserve the right to edit or reclassify your ad to better serve buyers and sellers.

No refunds or rebates will be issued if you cancel your ad prior to the stop date.

We appreciate your business.

(CONTINUED ON NEXT PAGE)

T. C. RECORD-EAGLE, INC.  
120 WEST FRONT STREET  
TRAVERSE CITY MI 49684

ORDER CONFIRMATION (CONTINUED)

Salesperson: DENISE LINGERFELT

Printed at 03/22/13 08:48 by dling

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Acct #: 4619

Ad #: 328663

Status: N

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March 25, 26, April 1, 2, 2013-4T

328663

# ORDER



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**WPBN**  
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**Sales Region:** Local

**Agency Name:** WPBN PSAs  
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**Billing Contact:**  
 Do Not Mail  
 Traverse City, MI 49684

**Billing Type:** Cash  
**Billing Calendar:** Broadcast  
**Billing Cycle:** EOM/EOC  
**Agency Commission:** 15%

**Advertiser Name:** WPBN PSAs  
**Demographic:** A25-54  
**Product Codes:** VS5 Promo  
**Priority:** P6  
**Revenue Codes:** DIR, GEN, GEN

**New Business Thru:**  
**Order Separation:** 00:05:00  
**Advertiser External ID:**  
**Agency External ID:**

**Bill Plan**

Start Date	End Date	# Spots	Gross Amount	Net Amount
02/25/13	03/28/13	4	\$0.00	\$0.00

**Totals**

Month	# Spots	Gross Amount	Net Amount	Rating
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**Account Executives**

Account Executive	Sales Office	Sales Region	Start Date / End Date	Order %
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MUST RUN DO NOT PREEMPT															
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		Week: 03/25/13	03/31/13	1111---		4		\$0.00		0.00					
<b>Totals</b>														<b>4</b>	<b>\$0.00</b>

# PRODUCTION ORDER - IN HOUSE

**Section 1 - All Section 1 Fields Are Mandatory For Submission**

Advertiser	<input type="text" value="WPBN"/>	Ad Title	<input type="text" value="WPBN PUBLIC NOTICE"/>
Agency	<input type="text" value="WPBN"/>	Web Address	<input type="text" value="WWW.UPNORTHLIVE.COM"/>
Contact Person	<input type="text" value="NAN"/>	Budget	<input type="text" value="\$ 0.00"/>
Contact #	<input type="text" value="000-000-0000"/>	Sales AE	<input type="text" value="NAN"/>
Email Address	<input type="text" value="YES"/>	Bill To	<input type="text" value="Sales"/>
Today's Date	<input type="text" value="Thursday, March 21, 2013"/>	Sales Type	<input type="text" value="Trade"/>
Air Date	<input type="text" value="Monday, March 25, 2013"/>	Co-Op	<input type="text" value="NO"/>
TV Spot Length	<input type="text" value="30 Sec"/>	Web Ad?	<input type="text" value="NO"/>

TV Copy Points/Instructions/Dubs

It won't fit so I'll send it in the email.

**Section 2 - Web Production Section (Choose All Appropriate Web Ads and Include Web Creative Instructions)**

Web Ad 1	<input type="text"/>	Production Charge	<input type="text"/>
Web Ad 2	<input type="text"/>		
Web Ad 3	<input type="text"/>		

Web Creative Points/Instructions

**Section 3 - To Be Completed By Commercial Production and Accounting Dept**

	<u>Job</u>	<u>Time/Descript</u>	<u>Amount</u>
ISCI Code #	<input type="text"/>	Voice/Talent	<input type="text"/>
Master Reel #	<input type="text"/>	Art Work	<input type="text"/>
Music/CD #	<input type="text"/>	Field Work	<input type="text"/>
		Post Prod	<input type="text"/>

Approved
ACC <input style="width: 80%;" type="text"/>
C.P. <input style="width: 80%;" type="text"/>

	Subtotal	<input type="text"/>
Completed By: <input style="width: 80%;" type="text"/>	Discount	<input type="text"/>
Completed Date: <input style="width: 80%;" type="text"/>	TOTAL	<input type="text"/>