

3. **Fixtures and Accessions.** None of the collateral is affixed to real estate, is an accession to any goods, is commingled with other goods, or will become a fixture, accession, or part of a product or mass with other goods except as expressly provided in this agreement.

4. **Financial Statements.** All information about Debtor's financial condition provided to Secured Party was accurate when submitted, as will be any information subsequently provided.

Debtor's Covenants

1. **Protection of Collateral.** Debtor will defend the collateral against all claims and demands adverse to Secured Party's interest in it and will keep it free from all liens except those for taxes not yet due and from all security interests except this one. The collateral will remain in Debtor's possession or control at all times, except as otherwise provided in this agreement. Debtor will maintain the collateral in good condition and protect it against misuse, abuse, waste, and deterioration except for ordinary wear and tear resulting from its intended use.

2. **Insurance.** Debtor will insure the collateral in accord with Secured Party's reasonable requirements regarding choice of carrier, casualties insured against, and amount of coverage. Policies will be written in favor of Debtor and Secured Party according to their respective interests or according to Secured Party's other requirements. All policies will provide that Secured Party will receive at least ten days' notice before cancellation, and the policies or certificates evidencing them will be provided to Secured Party when issued. Debtor assumes all risk of loss and damage to the collateral to the extent of any deficiency in insurance coverage. Debtor irrevocably appoints Secured Party as attorney-in-fact to collect any return, unearned premiums, and proceeds of any insurance on the collateral and to endorse any draft or check deriving from the policies and made payable to Debtor.

3. **Secured Party's Costs.** Debtor will pay all expenses incurred by Secured Party in obtaining, preserving, perfecting, defending, and enforcing this security interest or the collateral and in collecting or enforcing the note. Expenses for which Debtor is liable include, but are not limited to, taxes, assessments, reasonable attorney's fees, and other legal expenses. These expenses will bear interest from the dates of payments at the highest rate stated in notes that are part of the obligation, and Debtor will pay Secured Party this interest on demand at a time and place reasonably specified by Secured Party. These expenses and interest will be part of the obligation and will be recoverable as such in all respects.

4. **Additional Documents.** Debtor will sign any papers that Secured Party considers necessary to obtain, maintain, and perfect this security interest or to comply with any relevant law.

5. **Notice of Changes.** Debtor will immediately notify Secured Party of any material change in the collateral; change in Debtor's name, address, or location; change in any matter warranted or represented in this agreement; change that may affect this security interest; and any event of default.

6. **Use and Removal of Collateral.** Debtor will use the collateral primarily according to the stated classification unless Secured Party consents otherwise in writing. Debtor will not permit the collateral to be affixed to any real estate, to become an accession to any goods, to be commingled with other goods, or to become a fixture, accession, or part of a product or mass with other goods except as expressly provided in this agreement.

7. **Sale.** Debtor will not sell, transfer, or encumber any of the collateral without the prior written consent of Secured Party; Secured Party consents to the transfer of the collateral to Tuck Communications, Inc., or any other entity owned or controlled by Debtor or any of its shareholders.

Rights and Remedies of Secured Party

1. **Generally.** Secured Party may exercise the following rights and remedies either before or after default:

- a. take control of any proceeds of the collateral;
- b. release any collateral in Secured Party's possession to any debtor, temporarily or otherwise;

- c. take control of any funds generated by the collateral, such as refunds from and proceeds of insurance, and reduce any part of the obligation accordingly or permit Debtor to use such funds to repair or replace damaged or destroyed collateral covered by insurance; and
 - d. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, adjust, sue for, and foreclose on the collateral either in Secured Party's or Debtor's name, as Secured Party desires.
2. Insurance. If Debtor fails to maintain insurance as required by this agreement or otherwise by Secured Party, then Secured Party may purchase single-interest insurance coverage that will protect only Secured Party. If Secured Party purchases this insurance, its premiums will become part of the obligation.

Events of Default

Each of the following conditions is an event of default:

- 1. if Debtor defaults in timely payment or performance of any obligation, covenant, or liability in any written agreement between Debtor and Secured Party or in any other transaction secured by this agreement;
- 2. if any warranty, covenant, or representation made to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made;
- 3. if a receiver is appointed for Debtor or any of the collateral;
- 4. if the collateral is assigned for the benefit of creditors or, to the extent permitted by law, if bankruptcy or insolvency proceedings commence against or by any of these parties: Debtor, any partnership of which Debtor is a general partner; and any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the obligation;
- 5. if any financing statement regarding the collateral but not related to this security interest and not favoring Secured Party is filed;
- 6. if any lien attaches to any of the collateral;
- 7. if any of the collateral is lost, stolen, damaged, or destroyed, unless it is promptly replaced with collateral of like quality or restored to its former condition.

Remedies of Secured Party on Default

During the existence of any event of default, Secured Party may declare the unpaid principal and earned interest of the obligation immediately due in whole or part, enforce the obligation, and exercise any rights and remedies granted by the Texas Uniform Commercial Code or by this agreement, including the following:

- 1. require Debtor to deliver to Secured Party all books and records relating to the collateral;
- 2. require Debtor to assemble the collateral and make it available to Secured Party at a place reasonably convenient to both parties;
- 3. take possession of any of the collateral and for this purpose enter any premises where it is located if this can be done without breach of the peace;
- 4. sell, lease, or otherwise dispose of any of the collateral in accord with the rights, remedies, and duties of a secured party under chapters 2 and 9 of the Texas Uniform Commercial Code after giving notice as required by those chapters; unless the collateral threatens to decline speedily in value, is perishable, or would typically be sold on a recognized market, Secured Party will give Debtor reasonable notice of any public sale of the collateral or of a time after which it may be otherwise disposed of without further notice to Debtor; in this event, notice will be deemed reasonable if it is mailed, postage prepaid, to Debtor at the address specified in this agreement at least ten days before any public sale or ten days before the time when the collateral may be otherwise disposed of without further notice to Debtor;
- 5. surrender any insurance policies covering the collateral and receive the unearned premium;
- 6. apply any proceeds from disposition of the collateral after default in the manner specified in chapter 9 of the Texas Uniform Commercial Code, including payment of Secured Party's reasonable attorney's fees and court expenses; and

7. if disposition of the collateral leaves the obligation unsatisfied, collect the deficiency from Debtor.

General Provisions

1. Parties Bound. Secured Party's rights under this agreement shall inure to the benefit of its successors and assigns. Assignment of any part of the obligation and delivery by Secured Party of any part of the collateral will fully discharge Secured Party from responsibility for that part of the collateral. If Debtor is more than one, all their representations, warranties, and agreements are joint and several. Debtor's obligations under this agreement shall bind Debtor's personal representatives, successors, and assigns.

2. Waiver. Neither delay in exercise nor partial exercise of any of Secured Party's remedies or rights shall waive further exercise of those remedies or rights. Secured Party's failure to exercise remedies or rights does not waive subsequent exercise of those remedies or rights. Secured Party's waiver of any default does not waive further default. Secured Party's waiver of any right in this agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.

3. Reimbursement. If Debtor fails to perform any of Debtor's obligations, Secured Party may perform those obligations and be reimbursed by Debtor on demand at the place where the note is payable for any sums so paid, including attorney's fees and other legal expenses, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amount. The sum to be reimbursed shall be secured by this security agreement.

4. Interest Rate. Interest included in the obligation shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited to the principal of the obligation or, if that has been paid, refunded. On any acceleration or required or permitted prepayment of the obligation, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal amount of the obligation or, if the principal amount has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the obligation.

5. Modifications. No provision of this agreement shall be modified or limited except by written agreement.

6. Severability. The unenforceability of any provision of this agreement will not affect the enforceability or validity of any other provision.

7. After-Acquired Consumer Goods. This security interest shall attach to after-acquired consumer goods only to the extent permitted by law.

8. Applicable Law. This agreement will be construed according to Texas law.

9. Place of Performance. This agreement is to be performed in the county of Secured Party's mailing address.

10. Financing Statement. A carbon, photographic, or other reproduction of this agreement or any financing statement covering the collateral is sufficient as a financing statement.

11. Presumption of Truth and Validity. If the collateral is sold after default, recitals in the bill of sale or transfer will be prima facie evidence of their truth, and all prerequisites to the sale specified by this agreement and by the Texas Uniform Commercial Code will be presumed satisfied.

12. Singular and Plural. When the context requires, singular nouns and pronouns include the plural.

13. Priority of Security Interest. This security interest shall neither affect nor be affected by any other security for any of the obligation. Neither extensions of any of the obligation nor releases of any of the collateral will affect the priority or validity of this security interest with reference to any third person.

14. Cumulative Remedies. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell the collateral under the terms of this agreement. All remedies of Secured Party may be exercised at the same or different times, and no remedy shall be a defense to any other. Secured Party's rights and remedies include all those

granted by law or otherwise, in addition to those specified in this agreement.

15. Agency. Debtor's appointment of Secured Party as Debtor's agent is coupled with an interest and will survive any disability of Debtor.

16. Attachments Incorporated. The addendum indicated below is attached to this agreement and incorporated into it for all purposes:

- (x) addendum relating to accounts, inventory, documents, chattel paper, and general intangibles
- (x) addendum relating to instruments

This Security Agreement and any addendums hereto are being given pursuant and subject to that certain Contract for Assignment of Note and Security Interests ("Contract") dated April 10, 1990, by and between Dr. Herbert Wren and Earl Jones and American Plastic Products, Inc., filed under Clerk's File No. 006764 to be recorded in the Land Records of Gregg County, Texas, which Contract is incorporated herein by reference.

Secured Parties:

Debtor:

AMERICAN PLASTIC PRODUCTS, INC.

Herbert B. Wren III
HERBERT WREN

By: Vincent McGonagle
VINCENT MCGONAGLE,
Vice President

Earl Jones
EARL JONES

Federal Communications Commission

Docket No. 93-265 Exhibit No. THREE

Presented by RAISE MEDIA

Disposition { Identified 3/21/95
Received 3/21/95

Rejected _____

Reporter FUEISHMAN

Date 3/27/95

mm

OWNERSHIP STRUCTURE OF PRAISE MEDIA, INC.

On March 19, 1992, Praise was incorporated in the state of Texas. Initially, Eugene Washington was President, Ray Lee Williams was Vice-President, and Janet Washington was Treasurer. Although the company never issued any stock certificates, the planned ownership structure was, initially, for Mr. Washington to own 60 percent of the corporation, Ms. Washington to own 15 percent, and Mr. Williams had the option of obtaining a 25 percent share by contributing cash or allowing the station to retain his commission for any ad sales he made. Mr. Williams never contributed under either option, and he is no longer considered a shareholder of Praise Media, Inc. Mr. Williams was voted out of his position as Vice-President in December of 1992. No one other than Janet Washington and Eugene Washington has contributed money or other consideration to Praise as equity capital.

At present, Ms. Washington is the only active owner, officer or director of Praise, Mr. Washington having given her power of attorney due to his incarceration on drug charges in Chicago. (Case No. 94CR339-1, U.S. District Court for the Northern District of Illinois.) Mr. Washington is being formally removed as an officer and director and any equity ownership interest he has in Praise is being transferred to Ms. Washington.

For the first six months of the station's operation under Praise Media, Inc.'s ownership, Mr. Williams served as General Manager. Mr. Washington, although living in Chicago, would make extended visits to the station and insisted upon making all important decisions regarding the station's operation. After deciding that Mr. Williams was not qualified for the position and discovering that he had converted station funds to his own use, Mr.

Federal Communications Commission

Docket No. 93-265 Exhibit Three

Presented by Praise Media

Disposition { Identified 3.21.95
Received 3.21.95
Rejected _____

Reporter A. Walker

Date 3.21.95

PRAISE EXHIBIT 3

Williams was removed as General Manager. Ms. Washington began to serve in that capacity in late August 1992, a position she has retained to this date. Since that time Ms. Washington has made all decisions relevant to the station's day-to-day operations, including personnel, programming, sales, etc. Ms. Washington was also responsible for paying the station's bills, as well as generally overseeing the station's operations.

Federal Communications Commission

Docket No. 93-265 Exhibit No. Four

Presented by PRaise MEDIA, INC

Disposition { Identified ✓ 3/21/95
Received ✓ 3/21/95
Rejected

Reporter FLEISHMAN

Date 3/21/95

aw

RESPONSE TO FCC CORRESPONDENCE

On September 9, 1992, the Commission sent a letter to KARW to ascertain the identity of the persons operating the station in order determine whether an unauthorized transfer of control had occurred. The letter also requested information concerning the apparent rule violations observed by the Commission's staff during its inspection of the station. This information concerned the station's public file, operating logs, tower painting and Emergency Broadcast System equipment. *Hearing Designation Order and Notice of Forfeiture*, 8 FCC Rcd 7591 (1993) ("*HDO*"). A ruined brick building on the property near the station's tower also needed to be demolished. On September 23, 1992, the Commission notified KARW via letter that the renewal application was incomplete, and requested a corrective response. Having received no response to the September 9, 1992, letter, the Commission again wrote to the station on December 3, 1992, to request a response to the letter of September 9, 1992, and to remind the station that failure to respond could result in administrative sanctions.

When Ms. Washington received the FCC letter of September 9, 1992, she initially took no action on it because it was addressed to Mr. Ferrell and Pine Tree Media, Inc., and apparently related to time period when American Plastic Products, Inc., operated the station. She placed the letter in the station's files. Mr. Jim Shook of the FCC's staff called the station to inquire as to why no response had been returned to the FCC. Ms. Washington informed him that she did not think the letter applied to her, and that she had no information regarding the operation of the station under Mr. Ferrell or American Plastic Products, Inc. Mr. Shook said that the questions needed to be answered and that if the requested information was not readily

Federal Communications Commission

Docket No. 93-265 Exhibit No. Four

Presented by Praise Media

Disposition { Identified 3.21.95
Received 3.21.95
Rejected _____

Reporter A. Walker

Date 3.21.95

PRAISE EXHIBIT 4

available, she needed to do research to find it. Ms. Washington made every effort to contact Mr. Murray and Mr. Ferrell, who apparently were involved in the operation of KARW under American Plastics. She could not locate Mr. Ferrell, and Mr. Murray would not discuss the matter. ~~Ms. Washington believed that Mr. Williams would have some information regarding American Plastics, but he also would not discuss the matter with Ms. Washington, because of her concerns with his handling of the station's revenues.~~ Ms. Washington called Mr. Washington to explain the situation. Mr. Washington ~~was not inclined to take the matter seriously until he~~ spoke directly with Mr. Shook and Ms. Washington in a conference call. After the conference call, Mr. Washington told Ms. Washington that he would obtain the information regarding American Plastics and Ms. Washington should gather any information as to the other questions. ~~Mr. Washington thought that Mr. Williams would be more likely to discuss American Plastics with him.~~ He also asked that Ms. Washington forward future correspondence from the FCC to him in Chicago. From that time on, when Ms. Washington received a letter from the FCC, she would send it on to Mr. Washington without review.

After her initial phone conversation with Mr. Shook, Ms. Washington spoke with him on several occasions to discuss their progress in gathering information. Finally, Ms. Washington informed Mr. Shook that some information simply could not be located. Mr. Shook told her that he needed the information by the next day, and that the information should be submitted in typewritten form. She hurriedly prepared a response to the questions by hand based on the information available to her, and gave it to her secretary to type, along with the supporting information. Ms. Washington intended that a cover letter would accompany the

PRAISE EXHIBIT 4

response, but it was mailed by her secretary to Mr. Shook without a covering letter. In light of her many conversations with Mr. Shook, Ms. Washington assumed that he would know who sent the response.

Because the January 26, 1993 response did not answer all of the Commission's questions and was not signed, the Commission sent the station a final letter on February 10, 1993, enclosing the previous three letters and seeking clarification of some of the information in the January 26, 1993, response, as well as requesting additional information.

Mr. Shook and Ms. Washington spoke several times after the January 26, 1993, response was submitted. He stated that the response did not cover all the questions. Ms. Washington replied that the response submitted included all the information available to her. Ms. Washington and Mr. Shook spoke at length, and it was her understanding that any required clarification of her January 26, 1993, response was covered during that conversation. Mr. Shook indicated that if she had no further information, a hearing would probably be required. He asked that Ms. Washington forward to the FCC any relevant information she found in the future.

Federal Communications Commission

Docket No. 93-265 Exhibit No. FIVE

Presented by PRAISE MEDIA INC.

Identified 3/21/95

Received 3/21/95

Rejected

Disposition

Reporter FLESHMAN

Date 03/21/95

by

COMPLIANCE WITH COMMISSION RULES

At the time Praise Media, Inc. ("Praise") negotiated and closed on the purchase of station KARW on February 10, 1992, the principals of Praise were made aware of the results of the inspection conducted by the FCC staff and the rule compliance items which needed to be corrected. *HDO*, 8 FCC Rcd 7951. Following Praise's purchase of the station the following improvements/corrections were made by Praise and at its expense: KARW's tower was painted in April of 1992; a new Emergency Broadcast System was purchased and installed in November of 1992; the ruined brick building was demolished; and the station's transmitter power has been monitored and regulated since February 1992. In addition, the transmitter logs and public reference file are up-to-date.

Due to the cloud over the station's license, Praise has had difficulty obtaining the financing necessary to make needed improvements and obtain access to network programming, as well as expanding and improving its staff situation. Nevertheless, even with its extremely limited resources and inexperienced management, Praise has tried to provide a unique radio service. As the only minority-owned station in Longview, Praise is unique in that sense, and since purchasing the station, Praise has broadcast a Rhythm and Blues/Gospel format targeted to its minority audience (demographically, the station is targeted to the 30-55 age group). Gospel is broadcast Monday-Friday from 12-6 am and all day Sunday. The station's slogan has been "KARW AM 1280 - The Voice of the Black Community - Committed to Caring and Willing to Serve." Programming targeted to Longview's growing Hispanic community is broadcast (in Spanish and English) from 10 - 3 on Saturday. Public affairs programming

Federal Communications Commission

Docket No. 93265 Exhibit No. Five

Presented by Praise Media, INC

Disposition { Identified 3.21.95
Received 3.21.95
Rejected _____

Reporter A. W. W. W. W.

Date 3.21.95

PRAISE EXHIBIT 5

includes several church-service broadcasts by local congregations as well as public service announcements and other programming. → THE STATION WENT SILENT SEPTEMBER 12, 1994.

Praise is particularly proud of its efforts to be a positive force in the community.

For example, when Longview High School students wanted access to the high school auditorium during Black History Month for plays and programs, KARW sponsored a show to achieve a dialogue among students, teachers, parents and School Board Members. As a result of the discussions begun during that program, the interested parties were able to reach an agreement to make the school's facilities available.

Federal Communications Commission

Docket No. 93-265 Exhibit No. SIX

Presented by PRaise MEDIA INC

Identified 3/21/95

Disposition { Received 3/21/95

Rejected

Reporter FLEISHMAN

Date 3/21/95

aw

FILING OF RENEWAL APPLICATION

~~According to the Commission's records, on August 17, 1990, an application to renew the license for KARW(AM) was filed. See Praise Exhibit 6, Attachment A, KARW's renewal application as taken from the Commission's files. The applicant was identified as "KLGV - Ken Tuck - Pine Tree Media, Inc."³ The application was signed by "Robert D. [or Dub] Murray" who was identified on the form as "General Manager" of the station.~~

Neither Praise Media, Inc., nor Mr. or Ms. Washington were involved with the station at the time the renewal application was filed. Mr. Williams may have had a show on the station at that time, but he was not involved in station management. Attempts to contact Mr. Murray to respond to the FCC's letters of inquiry were met with hostility and a complete lack of any effort to cooperate in providing any information to the Commission regarding this matter. Mr. Murray has never been associated with Praise Media, Inc.

³ KLGV was the call sign of KARW(AM) at the time the renewal application was filed.

Federal Communications Commission

Docket No. 93-265 Exhibit # Six

Presented by Praise Media, INC

Disposition { Identified 3-21-95
Received 3-21-95
Rejected _____

Reporter A - Walker

Date 3-21-95

PRAISE EXHIBIT 6, ATTACHMENT A

Approved by OMB
3060-0440
Expires 12/31/90

FEDERAL COMMUNICATIONS COMMISSION
FEE PROCESSING FORM

FCC/MELLON AUG 17 1990

08-20-90 8190174 002

Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

SECTION I

APPLICANT NAME (Last, first, middle initial)
KLGV AM 1280 (KEN TUCK) Pine Tree Media Inc

MAILING ADDRESS (Line 1) (Maximum 35 characters - refer to Instruction (2) on reverse of form)
P.O. Box 7100

MAILING ADDRESS (Line 2) (if required) (Maximum 35 characters)

CITY
LONGVIEW

STATE OR COUNTRY (if foreign address) | ZIP CODE | CALL SIGN OR OTHER FCC IDENTIFIER (if applicable)
Texas | 75607 | KLGUV

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

(A)	(B)	(C)	FOR FCC USE ONLY
FEE TYPE CODE	FEE MULTIPLE (if required)	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	
(1) MGR	1	\$100.00	

SECTION II — To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)	(B)	(C)	FOR FCC USE ONLY
FEE TYPE CODE	FEE MULTIPLE (if required)	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	
(2)		\$	
(3)		\$	
(4)		\$	
(5)		\$	
ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.		TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING \$100.00	FOR FCC USE ONLY 100.00

APPLICATION FOR RENEWAL OF LICENSE FOR
COMMERCIAL AND NONCOMMERCIAL AM, FM OR TV BROADCAST STATION

For <u>Commission</u> Fee Use Only	FEE NO:	For <u>Applicant</u> Fee Use Only
	FEE TYPE:	
	FEE AMT:	
	ID SEQ:	
For <u>Commission</u> Use Only: File No. 900817UF		Is a fee submitted with this application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, indicate reason therefor (check one box): <input type="checkbox"/> Nonfeeable application <input type="checkbox"/> Fee Exempt (See 47 C.F.R. Section 1.1112) <input type="checkbox"/> Noncommercial educational licensee <input type="checkbox"/> Governmental entity

1. Name of Applicant KLGW - KENTUCKY - Pine Tree Media, Inc. Mailing Address P.O. Box 7108 City Longview State TX ZIP Code 75607	4. Have the following reports been filed with the Commission: (a) The Broadcast Station Annual Employment Reports (FCC Form 395-B) as required by 47 C.F.R. Section 73.3612? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, attach as Exhibit No. _____ an explanation. (b) The applicant's Ownership Report (FCC Form 323 or 323-E) as required by 47 C.F.R. Section 73.3615? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, give the following information: Date last ownership report was filed 1988 Call letters of station for which it was filed KLGW
2. This application is for: <input checked="" type="checkbox"/> AM <input type="checkbox"/> FM <input type="checkbox"/> TV (a) Call Letters: KLGW (b) Principal Community: City Longview State TX	
3. Attach as Exhibit No. _____ an identification of any FM booster or TV booster station for which renewal of license is also requested.	

THIS APPLICATION WILL HAVE NO ENVIRONMENTAL IMPACT UPON THE AREA, SINCE THE STATION AND TOWER SITE ARE BOTH LOCATED WITHIN THE CITY LIMITS OF LONGVIEW TEXAS. NO WILD LIFE OR BIRD SANTUARAY ARE LOCATED IN THE AREA. THE AREA IS FENCED AND POSTED WITH WARNING SIGNS.

5. Is the applicant in compliance with the provisions of Section 310 of the Communications Act, as amended, relating to interests of aliens and foreign governments?

If No, attach as Exhibit No. _____ an explanation.

6. Since the filing of the applicant's last renewal application for this station or other major application, has an adverse finding been made or final action been taken by any court or administrative body with respect to the applicant or parties to the application in a civil or criminal proceeding, brought under the provisions of any law relating to the following: any felony; broadcast related antitrust or unfair competition; criminal fraud or fraud before another governmental unit; or discrimination?

Yes No

If Yes, attach as Exhibit No. _____ a full description of the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers) and the disposition of the litigation.

7. Would a Commission grant of this application come within 47 C.F.R. Section 1.1307, such that it may have a significant environmental impact?

Yes No

If Yes, attach as Exhibit No. _____ an Environmental Assessment required by 47 C.F.R. Section 1.1311.

If No, explain briefly why not. *TOWER IN AREA NOT USED BY PEOPLE.*

TOWER HAS FENCE AND HAS 4 WARNING SIGNS.

8. Has the applicant placed in its station's public inspection file at the appropriate times the documentation required by 47 C.F.R. Sections 73.3526 or 73.3527?

Yes No

If No, attach as Exhibit No. _____ a complete statement of explanation.

The APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in the application.

CERTIFICATION: 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.

Name	<i>Robert Duke Murray</i>	Signature	<i>Robert D. Murray</i>
Title	<i>General Manager</i>	Date	<i>8/11/90</i>

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.

1280 JAMZ

K A R W • 2929 Signal Hill Road
Longview, TX 75601 • (903) 757-2020
FAX (903) 757-6005

SEPTEMBER 13, 1994

Federal Communications Commission
Washington, D.C. 20554

To whom it may concern:

As of September 12, 1994 due to vandalism and theft of equipment in the radio station KARW 1280 AM located at 2929 Signal Hill Drive in Longview, Texas is off the air until equipment and music is replaced.

Very truly yours,

Janet Washington
Janet Washington/GM

cc: Alan Campbell Esq.*

Federal Communications Commission	
Docket No.	93-265 Exhibit No. SEVEN
Presented by	PRAISE MEDIA, INC.
Disposition	Identified <input checked="" type="checkbox"/> 03/21/95
	Received <input checked="" type="checkbox"/> 03/21/95
	Rejected <input type="checkbox"/>
Reporter	M.K. FLEISHMAN
Date	03/21/95

aw

37500 05