

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

ORIGINAL

RECEIVED - FCC

SEP 20 2010

Federal Communications Commission
Bureau / Office

In the Matter of) MM Docket No. 10-157
)
EDDIE FLOYD) NAL/Acct. No. 201041410018
)
Licensee of FM Translator Station K273AF,) FRN: 0011733425
Carson, City, Nevada) Facility ID No. 13529
)
EDDIE FLOYD)
)
and)
)
WILKS LICENSE COMPANY-RENO LLC) File No. BALFT-20070904ACU
)
For Assignment of License of FM Translator)
Station K273AF, Carson City, NV)
)
EDDIE FLOYD) File No. BMLFT-20071218ABH
)
)
For Modification of License of FM Translator)
Station K273AF, Carson City, NV)
)
To: Chief Administrative Law Judge
Richard L. Sippel

REPLY TO ENFORCEMENT BUREAU'S OPPOSITION

Wilks License Company-Reno LLC ("Wilks"), by its attorneys, hereby replies to the Enforcement Bureau's (the "Bureau") Opposition to Motion for Voluntary Dismissal and Removal of Party (the "Opposition").

1. On September 1, 2010, Wilks submitted its "Motion for Voluntary Dismissal and to Remove Wilks License Company-Reno LLC as a Party." Wilks noted that it had terminated the underlying Asset Purchase Agreement for PM Translator Station K273AF, Carson City,

Nevada (the "Translator"). As a result, Wilks no longer has the right, or obligation, to acquire the Translator. The pending Application for Consent to Assignment of License on FCC Form 345 (the "Assignment Application"), File No. BALFT-20070904ACU, is, therefore, moot, and should be dismissed. Wilks has no demonstrable interest in the outcome of this proceeding and therefore should be removed as a party.

2. The Bureau states in its Opposition (at ¶3) that on August 27, 2010, a member of the Media Bureau received an email from Eddie Floyd (Walter Edward Floyd, Jr.), which related to a Forfeiture Order issued to Mr. Floyd. That Forfeiture Order had nothing to do with Wilks. Nor does the email reference Wilks.

3. The Bureau cites statements in the Floyd email which states that he had no contact with the Commission from 2007 until his first email in late 2009 or early 2010, that he did not mislead anyone, and wonders ". . . who is trying to take this license from me." Opposition, at ¶3; *see also* Attachment to Opposition.¹ Based solely on this email, and the fact (assumed to be correct but not yet in evidence) that Mr. Floyd was incarcerated at the time the Assignment Application was submitted to the Commission, the Bureau jumps to the wildly erroneous presumption that before the Assignment Application was filed "Wilks was aware that the individual from whom it intended to acquire the license for Station K273AF was a convicted felon serving time in federal prison." Opposition, at ¶ 4.

4. The facts are not at all consistent with the speculation of the Bureau. An employee of Wilks was approached by a third party who purported to represent the interests of Mr. Floyd to determine whether Wilks might be interested in acquiring the Translator. Counsel for Wilks was advised by FCC counsel for Mr. Floyd that Mr. Floyd was "in the hospital in a

¹ Other emails were attached to the August 27 document, but were omitted from the material included in the Opposition. See Opposition at En. 7.

coma” and was unable directly to participate in discussions with Wilks. Wilks was advised that Sheri L. Floyd, the wife of Eddie Floyd, held a power of attorney (“POA”) for Mr. Floyd.² See Attachment A. Wilks was further advised that Mr. John Schroeder was handling Mr. Floyd’s business affairs and had authority to sell the Translator on Mr. Floyd’s behalf and for Mr. Floyd’s benefit.³

5. Mr. Schroeder handled the negotiations for sale of the Translator to Wilks. Also involved in the process was Ms. Estra Welles, who purported to be an employee of U.S. Realty in Reno, the real estate firm operated by Mr. Floyd. Ultimately an agreement on the terms of a sale were reached, and Wilks executed the Asset Purchase Agreement. The Asset Purchase Agreement was countersigned “Walter E. Floyd Jr. by Sheri L. Floyd POA.” See Attachment C. This Asset Purchase Agreement was submitted as part of the Assignment Application on FCC Form 345. See File No. BALFT-20070904ACU.

6. Ms. Welles requested that counsel for Wilks as an accommodation prepare an initial draft of the Assignment Application, which was forwarded to Ms. Welles, for review, approval and appropriate signature. See Attachment D. Wilks was subsequently advised that the application was acceptable as drafted and had been executed, and was provided with a signature page signed “Eddie Floyd by Sheri Floyd POA” with the words “Eddie Floyd by Shari Floyd POA” hand printed in the space reserved for the typed or printed title of the person signing the

² Wilks notes that Mr. Floyd showed “Sheri Floyd” as being sent a cc: of his August 27, 2010, email to Tom Hurton that raised the Bureau’s speculative concerns.

³ See Attachment B, which is a subsequent document provided to the owner of the site where the Translator is physically located, confirming that Mr. Shroeder was authorized to “handle anything To (sic) do with the ‘translator’, as far as removing it, selling it, or whatever” and signed “Walter Floyd by Sheri Floyd POA.”

application. See Attachment E. Wilks was advised that it should proceed with the electronic submission of the application.⁴

7. Wilks had no information that Mr. Floyd was incarcerated until January 24, 2008, more than four months after the Assignment Application was filed, when, as a result of a routine status check regarding the application, Wilks' FCC counsel was advised by a member of the staff of the Mass Media Bureau that the Commission had received "word" that Mr. Floyd was in jail, and that the Commission was investigating. The "presumption" of the Bureau that Wilks was aware of Mr. Floyd's incarceration prior to the September 4, 2007, filing of the Assignment Application, therefore, is simply wrong. Wilks had no knowledge of or information relating to Mr. Floyd's incarceration until well after the Assignment Application was filed. See Attachments H and G.

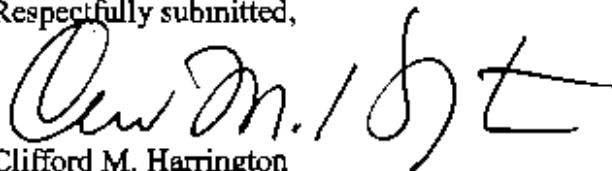
8. Wilks has no further interest in acquiring the Translator. By terminating the Asset Purchase Agreement, it has ended its right and its obligation to purchase that facility. It has no interest in prosecuting the Assignment Application, which is, in any event, mooted by the termination of the underlying Asset Purchase Agreement. Wilks commits, as a responsible Commission licensee, to cooperating with the Commission in its investigation, and will make itself available for appropriate discovery requests from the Commission. Moreover, as a licensee, were the Commission to conclude that Wilks engaged in some wrongdoing, which it did not, the Commission always has the opportunity to raise any issues in the context of Wilks' own posture as an entity regulated by the Commission.

⁴ The password necessary to permit submission of the application was provided by Ms. Welles. She also handled the public notice relating to the application, and provided Wilks with proof of publication. See Attachment F. The subsequent application for modification of facilities was also provided to Ms. Welles for review, authorization, and signature. Ms. Welles instructed Wilks that the application has been signed, and that the signature line on the application should read "Eddie Floyd by POA."

9. There are no designated issues which would permit any sanction to be assessed against Wilks. Moreover, the Assignment Application was designated for hearing to determine whether it should be granted, consistent with the public interest. Grant or denial would serve no meaningful purpose, as the underlying contractual basis for the application has been terminated. Under the circumstances, there is no basis, and none cited by the Bureau, for Wilks to be involuntarily required to participate in this proceeding.⁵

10. The appropriate course of action is that which Wilks requested in its Motion. Wilks respectfully requests that the Chief Administrative Law Judge dismiss the pending Assignment Application, terminate that portion of the hearing dealing with the Assignment Application, and remove Wilks as a party in interest in this proceeding.

Respectfully submitted,



Clifford M. Harrington

Paul A. Cicelski

Counsel for Wilks License Company-Reno LLC

Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037
(202) 663-8000

Dated: September 20, 2010

⁵ Finally, Wilks notes that it has not been served with a Notice of Appearance by Mr. Floyd, and that the time for such submission expired on September 13. After a number of checks at the Commission, Wilks has been unable to confirm that Mr. Floyd has submitted a Notice of Appearance. The entire proceeding may, therefore, be negated, as the failure of Mr. Floyd to participate is independent grounds for termination of this proceeding.

ATTACHMENT A

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, Walter Edward Floyd, Jr., of Reno, Washoe County, Nevada, had made, constituted and appointed, and by these presents do make, constitute and appoint, Shari L. Floyd, my wife of Reno/Doyle, Washoe/Lassen, Nevada / California, my true and lawful attorney, for me and in my name, place and stead, and for my use and benefit, to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now, or shall hereafter become due, owing, payable or belonging to me, and have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances, or other sufficient discharges for the same, for me, and in my name, to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments and accept the seizing and possession of all lands and all deeds and other assurances in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, upon such terms and conditions, and under such covenants, as she shall think fit. Also, to

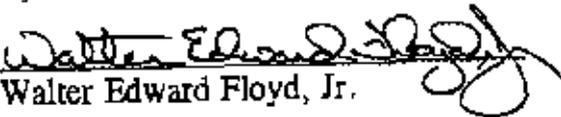
bargain and agree for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares and merchandise, chooses in action and other property in possession or in action, and to make, do, and transact all and every kind of business of whatever nature or kind soever, and also for me and in my name and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignment of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter-parties, bills of lading, hills, bonds, notes, stock certificates, drafts and checks, receipts, evidence of debts, releases and satisfaction of mortgages, judgments and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my said attorney, or her substitute or substitutes, shall lawfully do or cause to be done by virtue of these presents.

This Power of Attorney is not affected by the subsequent disability of the principal.

WITNESS my hand this 20th day of February,

2007.


Walter Edward Floyd, Jr.

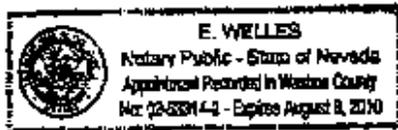
ACKNOWLEDGEMENT

STATE OF Nevada)
)SS.
COUNTY OF Washoe)

On this 20 day of February, 2007, personally
appeared before me, the undersigned, a Notary Public in and for the
County of Washoe, State of Nevada,

WALTER Edward Floyd Jr, who acknowledged that s/he executed the
(Name)

above instrument freely and voluntarily and for the uses and purposes
therein mentioned.

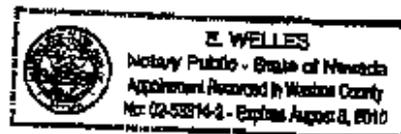


E. Welles
NOTARY PUBLIC in and for said
County and State

SUBSCRIBED and SWORN to before me

this 20 day of Feb, 2007.

E. Welles
Notary Public



ATTACHMENT B

April 29, 2008

Mountain Top Communications
Ernie Zabel
P.O. Box 61076
Reno, NV 89506-0021

Dear Mr. Zabel,

This letter is to give authorization to Mr. John Schroeder to handle anything
To do with the "translator", as far as removing it, selling it, or whatever.

Enclosed is a Power of Attorney from Walter Floyd to Ernie Zabel.
Any questions, please call me at (775) 827-8900.

Thank You,

Walter Floyd by Howard Floyd
Walter Floyd P.O. #

333-6949

ATTACHMENT C



**WILKS BROADCASTING
FAX COVER SHEET**

From Extra Eda Welles To Stephen Bradshaw

COMPANY: _____ PAGES: 8

FAX #: 775-827-4178 DATE: 7/23/2007 7/26/07

COMMENTS: Please fax this back to me and let me know where I should send a check.

My FAX # is 770-408-6388

770-408-6386

Please Fed EX ^{check} TO U.S. Realty - 405 Apple
ST. RENO NV 89502

If you do not receive all pages, please contact Stephen Bradshaw at 770-408-6386

U. S. REALTY INC
405 APPLE ST.
RENO, NV 99502

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of the 23rd day of July, 2007, by and between Walter Edward Floyd, Jr. ("Seller") and Wilks Broadcast-Reno LLC ("Buyer").

Background

WHEREAS, Seller holds a License (the "Permit") issued by the Federal Communications Commission ("FCC") for FM Translator Station K273AF, Carson City, NV (Facility ID No. 13529) (the "Station"); and

WHEREAS, subject to FCC consent, Seller wishes to sell the Permit for the Station to Buyer, and Buyer wishes to purchase same from Seller.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations and covenants contained herein, the parties, intending to be bound legally, subject to the terms and conditions set forth herein agree as follows:

1. Assignment and Sale of Permits.

a. Subject to the terms and conditions set forth in this Agreement, Seller agrees to convey, transfer, and assign to Buyer at the Closing (as defined in Section 3) all of Seller's right, title and interest in and to the Permit for the Station (copies of which are annexed hereto in Schedule I). Seller shall also assign all other assets associated with or necessary for the operation of the Station as more particularly described in Schedule IA including any necessary leases and third party consents.

b. The consideration to be paid for the Permit shall be Fifty Thousand Dollars (\$50,000). Ten Thousand Dollars (\$10,000) shall be paid by Buyer to Seller on the date hereof to be held in escrow as a downpayment (the "Deposit"). At Closing, the Deposit may be retained by Seller and applied against the Purchase Price and the balance of the Purchase Price shall be paid at the Closing by cashier's check or wire transfer. In the event this Agreement is terminated for any reason, other than pursuant to Section 7(b) as a result of a material breach by Buyer, the Deposit shall be returned to Buyer. If this Agreement is terminated pursuant to Section 7(b) as a result of a material breach by Buyer, then the Deposit shall be retained by Seller as its sole and exclusive remedy and as liquidated damages and not as a penalty, and Buyer shall have no further liability or obligation hereunder.

2. FCC Consent. Within three (3) business days of the execution of this Agreement, the parties shall file an application (the "Assignment Application") for FCC consent to the assignment of the Permit for the Station (the "FCC Consent"). Each party shall be responsible for its own costs relating to the preparation of the Assignment Application. As a commercial entity, Buyer shall be responsible for payment of all FCC filing fees. Buyer and Seller agree to proceed expeditiously and with due diligence to use their best efforts to cooperate with each other in seeking the FCC's approval of the transaction contemplated herewith.

3. **Closing.** Within ten (10) business days after the FCC Consent is an FCC public notice becomes final, that is no longer subject to appeal or review, the parties shall consummate the transaction contemplated by this Agreement at a closing (the "Closing"); provided, however, Buyer, in its sole discretion, may consummate the transaction on grant of FCC consent prior to finality. At, and as a condition precedent to, the Closing, Seller shall deliver to Buyer a Bill of Sale and an Assignment of Construction Permit and any other documents of conveyance, all in a form reasonably requested by Buyer and necessary to consummate the transaction contemplated by this Agreement. Buyer and Seller shall each deliver to the other a certificate executed by an officer or managing member of the respective companies certifying that the representations and warranties of such party contained herein are true and correct as of the Closing Date, as if made on such date.

4. **Pre-Closing Covenants.** Should Buyer wish to modify the facilities of the Station prior to Closing, Seller will cooperate in the filing of such applications and provide written permission to Buyer for filing with the FCC, as necessary; however, Buyer shall be responsible for the payment of all legal and engineering costs associated with such filings. The parties will cooperate fully with each other in fulfilling their respective obligations under this Agreement, including using their respective reasonable best efforts to obtain the required FCC Consent.

5. **Condition Precedent to Closing.** The parties acknowledge and agree that the FCC Consent to the assignment of the Permit from Seller to Buyer is a condition precedent to the Closing provided that such Consent is final, that is, no longer subject to reconsideration or appeal.

6. **Representations and Warranties.** Each party hereto expressly represents and warrants that it has the full power and authority to enter into and execute this Agreement. Subject only to the FCC Consent, there is no constraint upon either party's legal ability to perform its responsibilities hereunder. Seller represents and warrants to Buyer that no person or entity is entitled to any brokerage commissions or finder's fees in connection with the transaction contemplated by this Agreement as a result of any action taken by Seller. Buyer represents and warrants to Seller that no person or entity is entitled to any brokerage commissions or finder's fees in connection with the transaction contemplated by this Agreement as a result of any action taken by Buyer. Seller represents and warrants to Buyer that the Permit has been validly issued by the FCC in connection with the Station and that it is not subject to any restriction or condition that would limit the operation of the Station. Seller further warrants that the authorizations as well as other assets to be conveyed hereunder shall be unencumbered in any way and shall be free and clear of all claims.

7. **Termination.** This Agreement may be terminated at any time prior to the Closing as follows:

- a. by mutual written consent of Buyer and Seller; or
- b. by written notice from a party that is not then in material breach of this Agreement if the other party has failed to cure its material breach of any of its

representations, warranties or covenants under this Agreement within thirty (30) days after receipt of written notice of such breach from the party not in material breach; or

c. by written notice of a party to the other party, if the Closing shall not have occurred by the first anniversary from the filing of the Assignment Application, provided, however, that if the Closing shall not have occurred because the FCC Consent shall not have been granted, this Agreement may not be terminated by a party who materially contributed to the delay in the issuance of the FCC Consent.

8. Effect of Termination.

a. If this Agreement is terminated by the parties pursuant to Section 7(a) or (c), then neither party shall have any further liability to the other, and this Agreement shall be deemed null and void and of no further force and effect.

b. If this Agreement is terminated by Seller or Buyer pursuant to Section 7(b), subject to Section 9(a) hereof, that party shall have all rights to pursue any remedy available to it for breach.

9. Miscellaneous.

a. **Specific Performance.** The parties recognize that if Seller refuses to perform its obligations under this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled to obtain specific performance of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law and to interpose no opposition to the propriety of specific performance as a remedy. Buyer's right to seek specific performance shall be an alternative to and not additional to the exercise of any other remedies available to Buyer at law.

b. **Notices.** All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by overnight air courier service (charges prepaid), or personal delivery to the appropriate party at the address specified below (or to such other address which a party shall specify to the other party in writing):

If to Seller:

Walter Edward Floyd, Jr.
405 Apples Street
Reno, NV 89502

If to Buyer:

Wilks Broadcast-Reno LLC
c/o Jeff Wilks
Fax: 770-408-6388

With copy (which shall not constitute notice) to:

Golenbock Eiseman Assor Bell & Peskoe LLP
437 Madison Avenue, 40th Floor
New York, NY 10022
Attention: Lawrence R. Haut, Esq.

Each party may change its address for notice purposes by providing written notice in accordance with this Section.

c. **Assignment and Binding Effect.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that Buyer may assign its rights and obligations under this Agreement without the prior consent of Seller to any business entity which owns and controls Buyer, which Buyer owns and controls or which is owned and controlled by the same entity which owns and controls Buyer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d. **Governing Law.** Except to the extent governed by federal law, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nevada, without regard to the choice of law provisions thereof.

e. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

f. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiation, memoranda and agreements between the parties with respect to the subject matter hereof, and may not be altered, changed, modified or amended except by a written instrument signed by each of the parties hereto.

g. **No Waiver.** No provision or condition of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

h. **Other and Further Documents.** The parties hereto agree to execute, acknowledge and deliver, before, at or after the Closing, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement.

i. **Good Faith.** All parties hereto shall act with reasonable diligence, and in good faith, in performing and discharging their respective duties and obligations hereunder.

j. **Headings and Cross References.** Headings of the sections have been included for convenience of reference only and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross references to sections herein shall mean the section of this Agreement unless otherwise stated or clearly required by the context.

k. **Litigation Expenses.** If a formal legal proceeding is instituted by a party to enforce that party's rights under this Agreement, the prevailing party in the proceeding shall be reimbursed by the other party for all reasonable costs incurred thereby, including but not limited to reasonable attorney's fees.

l. **Expenses.** Except as otherwise provided herein, each party shall be solely responsible for all fees and expenses each party incurs in connection with the transaction contemplated by this Agreement, including, without limitation, legal fees incurred in connection herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WALTER EDWARD FLOYD, JR

By: Walter E Floyd Jr *by*
Walter Edward Floyd, Jr. *Shane [Signature]*
POA

WILKS BROADCAST-RENO LLC

By: [Signature]
Stephen Bradshaw

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BRPT-2006051400, WAS GRANTED ON 01/31/2007 FOR A TERM EXPIRING ON 10/01/2013.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION KE7TNR.

FACILITY ID: 13529

LOCATION: CARSON CITY, NV

THIS CARD MUST BE PORTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.

SCOTT FLOYD
405 APPLE ST.
RENO, NV 89502

FCC Regulatory Fee Notification For:
FACILITY ID 13629

Facility Information:

Facility ID	13629
Facility Name	NYC-5800-01
Facility Type	NYC-5800-01
Facility Status	NYC-5800-01
Facility Location	NYC-5800-01
Facility Description	NYC-5800-01

Payment Information:

Amount Due	\$ 400.00
Due Date	08/01/07
Payment Method	CHECK

Remittance Information:

EDEN FLOYD
 405 APPLE ST
 BRENCO, NY 89000-3325

24889

ATTACHMENT D



**WILKS BROADCASTING
FAX COVER SHEET**

TO: Estra Eds Welles **FROM:** Stephen Bradshaw

COMPANY: _____ **PAGES:** 6

FAX #: 775-827-4178 **DATE:** 8/23/2007

COMMENTS: Call me at 770-408-6386 and let me know if you are OK with this.

Sign and fax back page 3 to 770-408-6388

If you do not receive all pages, please contact Stephen Bradshaw at 770-408-6386

ATTACHMENT E

	unfair competition, fraudulent statements to another government unit, or discrimination.	[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 EDDIE FLOYD <i>Eddie Floyd by Shari Floyd</i> Signature	Typed or Printed Title of Person Signing INDIVIDUAL OWNER <i>Eddie Floyd by Shari Floyd</i> Date 8/23/07 P.O.A
--	--

WILLFUL FALSE STATEMENTS OF 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 316(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 316).

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 WILKS LICENSE COMPANY-RENO LLC		
	Mailing Address 1775 MANSELL ROAD		
	City ALPHERETTA	State or Country (if foreign address) GA	Zip Code 30022 -
	Telephone Number (include area code) 7704056327		E-Mail Address (if available)
	If more than one transferee, submit the information requested in question 1 for each transferee. [Exhibit 8]		
3.	Contact Representative (if other than assignee) RICHARD R. ZARAGOZA, ESQ.	Firm or Company Name PILLSBURY WINTHROP SHAW PITTMAN LLP	
	Telephone Number (include area code) 2026618000	E-Mail Address (if available) RICHARD.ZARAGOZA@PILLSBURYLAW.COM	
4.	Nature of Applicant Assignee/transferee is:		

ATTACHMENT F

To Stephen Bradshaw

Is this notice of
if it is. E-mail me
& I will ~~send~~ run it in the
CARSON CITY paper



PUBLIC NOTICE

On September 4, 2007, an application seeking the assignment of a license of FM Translator station K273AF from Eddie Floyd to Wilks License Company -Reno, LLC, licensee was filed with the Federal Communications Commission. The station licensee Wilks License Company-Reno, LLC and the station proposes to serve the area of Carson City, Nevada. K273AF proposes to operate on channel 273 with a peak transmitter output power of 0.023 kilowatts from a transmitter located at north latitude 39-15-34 and west longitude 119-42-21. K273AF proposes to rebroadcast station KJZS (FM), Sparks, Nevada, Channel 221.

To
Stephen Bradshaw

Copy of Ad
D Proof of Publication

U.S. REALTY INC
405 APPLE ST.
RENO, NV 89502

[Signature]



580 Mallory Way, Carson City, NV 89701
P.O. Box 2288, Carson City, NV 89702-2288
(775) 881-1201

Account Number: #82101178

Legal Acct.
U.S. Realty Inc.
Attn: Estra Wells
405 Apple St.
Reno, NV 89502

Virginia Marsh says:
That (s) he is a legal clerk of the NEVADA
APPEAL, a daily newspaper published at Carson
City, in the State of Nevada.

Public Notice

An application seeking assignment of a
license of FM Translator station K273AF
Ad# 82505026

of which a copy is hereto attached, was
published in said newspaper for the full required
period of 1 time commencing on September
8, 2007, and ending on September 8, 2007, all
days inclusive.

Signed: Virginia Marsh

STATEMENT:

Date	Amount	Credit	Balance
09/08/07	\$ 43.20	\$0.00	\$ 43.20

**Proof and
Statement of Publication**

PUBLIC NOTICE

On September 4, 2007, an
application seeking the
assignment of a license
of FM Translator station
K273AF from Eddie Floyd
to White License Corpora-
tion-Reno, LLC. (license
was filed with the Federal
Communications Com-
mission. The station li-
censes with License
Company-Reno, LLC and
the station proposes to
serve the area of Carson
City, Nevada. K273AF
proposes to operate on
channel 273 with a peak
transmitter output power
of 0.023 kilowatts from a
transmitter located at
north latitude 39-15-34
and west longitude 119-
42-41. K273AF proposes
to retransmit station
K729 (FM), Sparks, Ne-
vada, Channel 221.
Pub: Sept. 8, 2007
Ad #82505026

ATTACHMENT G

DECLARATION OF RICHARD R. ZARAGOZA

1, Richard R. Zaragoza, under penalty of perjury, hereby declare:

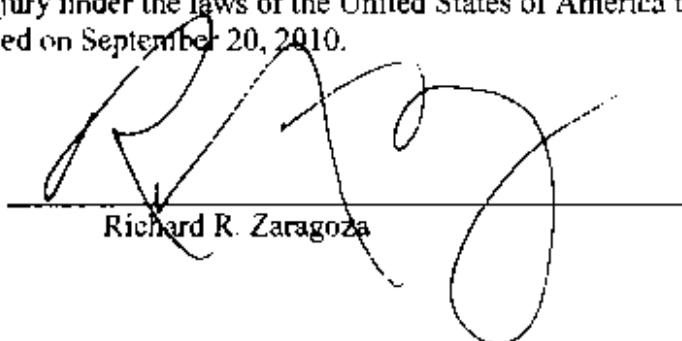
1. I am a member in good standing of the Bar of the District of Columbia, and a partner in the Washington, D.C., office of Pillsbury Winthrop Shaw Pittman LLP. Before beginning my career in private practice, I was an attorney employed by the Federal Communications Commission. I have also served as President of the Federal Communications Bar Association.

2. At no time prior to the filing of the Assignment Application on September 4, 2007, was I aware that Mr. Floyd had been convicted of any crime or that he was, or had been, incarcerated.

3. During the course of negotiations regarding the acquisition of FM translator K237AF, I had a discussion with Eddie Floyd's FCC Counsel. I was advised that Mr. Floyd was in a hospital in a coma and unable directly to participate in negotiations with Wilks.

4. I first learned that Mr. Floyd might be incarcerated when, on January 24, 2008, I consulted a senior member of the FCC's Media Bureau staff concerning the status of the Assignment Application. I was advised that the Commission had received "word" that Mr. Floyd was in jail, and that the Commission was investigating. I received no further contact from the Commission on this matter until the Assignment Application was designated for hearing.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 20, 2010.


Richard R. Zaragoza

ATTACHMENT H

DECLARATION OF STEPHEN G. BRADSHAW

I, Stephen G. Bradshaw, under penalty of perjury, hereby declare:

1. I am Chief Financial Officer of Wilks Broadcast Group LLC, parent entity of Wilks License Company – Reno LLC. In that position, I was involved in the negotiation of an Asset Purchase Agreement to acquire FM translator K273AF, Carson City, Nevada, to be used to rebroadcast the signal of one of Wilks' Reno market FM stations.

2. At no time prior to the filing of the Assignment Application on September 4, 2007, was I aware that Mr. Floyd had been convicted of any crime or that he was, or had been, incarcerated. It was my understanding that he was ill and unable directly to participate in negotiations with Wilks. I dealt with Mr. John Schroeder and Ms. Estra Welles, who I was told were acting on behalf of Mr. Floyd. It was also my understanding that final approval for the contract and the application was being given by Mrs. Sheri Floyd, acting pursuant to a power of attorney given her by Mr. Floyd. I did not deal directly with Mrs. Floyd, but through Ms. Welles.

3. I first learned that Mr. Floyd might be incarcerated when, in late January, 2008, I learned that the Commission had received "word" that Mr. Floyd was in jail, and that the Commission was investigating.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 20, 2010.



Stephen G. Bradshaw

CERTIFICATE OF SERVICE

I, Julia Colish, a secretary with the law firm of Pillsbury Winthrop Shaw Pittman LLP, hereby certify that copies of the foregoing "**Reply To Enforcement Bureau's Opposition**" were served on this 20th day of September 2010 to the following:

*P. Michele Ellison, Chief
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W.
Room 4-C350
Washington, D.C. 20554

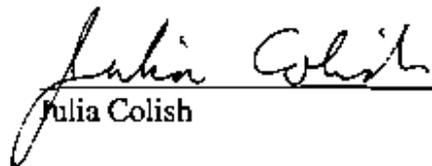
*Anita J. Patankar-Stoll
Attorney
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W.
Room 4-C350
Washington, D.C. 20554

*Dana E. Leavitt
Special Counsel
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W.
Room 4-C330
Washington, D.C. 20554

*Hillary S. DeNigro, Chief
Investigations and Hearings Division
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W.
Room 4-C330
Washington, D.C. 20554

*Richard L. Sippel, Chief
Administrative Law Judge
Federal Communications Commission
445 12th Street, S.W.
Room 1-C768
Washington, D.C. 20554

**Walter Edward Floyd aka Eddie Floyd
665 South Wells Ave.
Reno, NV 89502



Julia Colish

*Via hand delivery

**Via U.S. and certified mail