

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 & Peskoc 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. *John P M*
POA

WILKS BROADCAST-RENO LLC

By: [Signature]
Stephen Bradshaw

Exhibit 4

	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>	Typed or Printed Title of Person Signing INDIVIDUAL OWNER <i>Eddie Floyd by Shari Floyd</i>
Signature <i>[Signature]</i>	Date <i>8/23/07</i>

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

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

Section III - Assignee/Transferee

1.	Certification. Assignee/transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.		<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Legal Name of the Assignee/Transferee 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) 7704086387		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) 2026638000	E-Mail Address (if available) RICHARD.ZARAGOZA@PILLSBURYLAW.COM	
4.	Nature of Applicant Assignee/transferee is:		

Exhibit 5

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 345</p>	Approved by OMB 3060-0075 (September 2009)	FOR FCC USE ONLY <hr/> FOR COMMISSION USE ONLY FILE NO. BALFT - 20070904ACU
Read INSTRUCTIONS Before Filling Out Form		

Section I - General Information

1.	Legal Name of the Licensee/Permittee EDDIE FLOYD				
	Mailing Address 405 APPLE STREET				
	City RENO	State or Country (if foreign address) NV	ZIP Code 89502 -		
	Telephone Number (include area code) 7758278900		E-Mail Address (if available)		
	FCC Registration Number: 0011733425	Call Sign K273AF	Facility Identifier 13529		
2.	Contact Representative (if other than Licensee/Permittee) EDDIE FLOYD		Firm or Company Name		
	Mailing Address				
	City	State or Country (if foreign address)	ZIP Code	-	
	Telephone Number (include area code) 7758278900		E-Mail Address (if available)		
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input checked="" type="radio"/> N/A (Fee Required)				
4.	Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)?				<input checked="" type="radio"/> Yes <input type="radio"/> No
	If Yes, list pertinent authorizations in an Exhibit.				[Exhibit 1]

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

Section II - Assignor/Transferor

1.	Certification. Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
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2. Application for (check only one box for A and B):

A. Consent to Assignment of Construction Permit Consent to Transfer Control of Permittee
 Consent to Assignment of License Consent to Transfer Control of Licensee
 Amendment to pending application

If an amendment, submit as an Exhibit a listing by Section and Question Number of the portions of the pending application that are being revised. [Exhibit 2]

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

3. Legal Name of the Assignor/Transferor
 EDDIE FLOYD

Mailing Address
 405 APPLE STREET

City RENO	State or Country (if foreign address) NV	Zip Code 89502 -
Telephone Number (include area code) 7758278900	E-Mail Address (if available)	

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

4. Contact Representative (if other than assignee) Firm or Company Name

Mailing Address

City	State or Country (if foreign address)	Zip Code
		-
Telephone Number (include area code)	E-Mail Address (if available)	

5. Authorizations to be Assigned/Transferred. List call signs, locations and facility identifiers of all authorizations to be assigned/transferred. Include construction permits and file numbers. List main station authorizations and any FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations.

[Enter Station Information]

List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
13529	K273AF	-	CARSON CITY	NV

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

a. it has placed in its station records and submitted to the Commission as an Exhibit to this application copies of all agreements for the sale/transfer of the station(s);

b. these documents embody the complete and final understanding between licensee/permittee and assignee/transferee; and

c. these agreements comply fully with the Commission's rules and policies.

Yes No

See Explanation in [Exhibit 4]

7. Character Issues. Licensee/permittee certifies that neither licensee/permittee nor any party to

Yes No

	the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or b. any pending broadcast application in which character issues have been raised.	See Explanation in [Exhibit 5]
8.	Adverse Findings. Licensee/permittee certifies that, with respect to the licensee/permittee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]
9.	Local Public Notice. Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input checked="" type="radio"/> Yes <input type="radio"/> No
10.	Auction Authorization. Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned/transferred, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 7]
11.	Anti-Drug Abuse Act Certification. Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	Anti-Discrimination Certification. Licensee/permittee certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated FM translator, TV translator, or low power television stations.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 8]

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	Typed or Printed Title of Person Signing INDIVIDUAL OWNER
Signature	Date 08/24/2007

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

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

Section III - Assignee/Transferee

1.	Certification. Assignee/transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Legal Name of the Assignee/Transferee WILKS LICENSE COMPANY-RENO LLC	

Mailing Address 3775 MANSELL ROAD		
City ALPHERETTA	State or Country (if foreign address) GA	Zip Code 30022 -
Telephone Number (include area code) 7704086387		E-Mail Address (if available)
If more than one transferee, submit the information requested in question 1 for each transferor. [Exhibit 9]		
3. Contact Representative (if other than assignee) RICHARD R. ZARAGOZA, ESQ.		Firm or Company Name PILLSBURY WINTHROP SHAW PITTMAN LLP
Mailing Address		
City	State or Country (if foreign address)	Zip Code -
Telephone Number (include area code) 2026638000		E-Mail Address (if available) RICHARD.ZARAGOZA@PILLSBURYLAW.COM
4. Nature of Applicant. Assignee/transferee is: <input type="radio"/> an individual <input type="radio"/> a general partnership <input type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input checked="" type="radio"/> a limited liability company (LLC/LC) <input type="radio"/> other a. If "other", describe nature of applicant in an Exhibit. [Exhibit 10]		
5. Agreements for Sale/Transfer of Station. Assignee/Transferee certifies that: a. the written agreements in the licensee/permittee's station records embody the complete and final agreement for the sale of the station(s) which are to be assigned; and these b. agreements comply fully with the Commission's rules and policies.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 11]
6. Character Issues. Assignee/Transferee certifies that neither assignee/transferee nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or b. any pending broadcast application in which character issues have been raised.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 12]
7. Adverse Findings. Assignee/Transferee certifies that, with respect to the assignee/transferee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 13]
8. Alien Ownership and Control. Assignee/Transferee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
9. Financial Qualifications. Assignee/Transferee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 15]
10. Rebroadcast Certification. For applicants proposing translator rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained		<input checked="" type="radio"/> Yes <input type="radio"/> No

from the licensee of the station whose programs are to be retransmitted		<input type="radio"/> N/A
Primary station proposed to be rebroadcast:		
Facility ID Number	Call Sign	City
		State
11.	<p>a. Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).</p> <p>b. Applicant certifies that the FM translator's (a) coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 60 dBu contour is contained within the lesser of: (i) the 2 mV/m daytime contour of the AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the AM primary station's transmitter site.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 16]</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 17]</p>
<p>NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing. See 47 C.F.R. Section 74.1231(d).</p> <p>If No to a. and Yes to b. applicant is prohibited from receiving any support, before or after construction, either directly or indirectly from the commercial primary station being rebroadcast or from any person or entity having any interest whatsoever, or any connection with the primary FM station. Interested and connected parties include group owners, corporate parents, shareholders, officers, directors, employees, general and limited partners, family members and business associates. See 47 C.F.R. Section 74.1232(e).</p>		
12.	Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 18]</p>
13.	Auction Authorization. Assignee/Transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 19]</p>
14.	Anti-Drug Abuse Act Certification. Assignee/Transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
15.	Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A</p>
<p>I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)</p>		
Typed or Printed Name of Person Signing JEFFREY WILKS		Typed or Printed Title of Person Signing CHIEF EXECUTIVE OFFICER
Signature		Date 08/24/2007

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

Exhibits

Attachment 4

Description
Asset Purchase Agreement

Exhibit 11

Description: AGREEMENT FOR SALE OF STATION

SEE EXHIBIT 4.

Attachment 11

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 1). Seller shall also assign all other assets associated with or necessary for the operation of the Station as more particularly described in Schedule 1A 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"). ^{Buyer} 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 in 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 & Peskoc 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. *[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-20060515ADD,
WAS GRANTED ON 01/31/2007 FOR A TERM
EXPIRING ON 10/02/2013.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION
FOR STATION KETIF.

FACILITY ID: 13529

LOCATION: CARSON CITY, NV

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

EDDIE FLOYD
405 APPLE ST.
RENO, NV 89502

FD-926 628

FCC Regulatory Fee Notification Form

FACILITY ID 13529




PROCESSED
FIRST CLASS MAIL
ALL POSTAGE
PAID
BOSTON MASS, 021

Call Sign	KYTSAP
File Class 1	13529
File Class 2	NY CARRIER
File Type Code	0608
File Amount	\$ 230.00

EDDIE FLOYD
CARSON CITY
RENO, NV 89502-3525

ALTO MIXED AADC 707

EDDIE FLOYD
 405 APPLE ST
 RENO, NV 89502-3525

Registration ID 24669

Exhibit 6

To
Stephen Bradshaw

Copy of Add
D Proof of Publication

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

E. Williams



Proof and Statement of Publication

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

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 license 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 KJ29 (FM), Sparks, Nevada, Channel 221.
Pub: Sept. 8, 2007
Ad #82505026

Exhibit 7

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 350</p>	Approved by OMB 3060-0404 (April 2001)	FOR FCC USE ONLY 	FOR COMMISSION USE ONLY FILE NO. BMLFT - 20071218ABH
APPLICATION FOR AN FM TRANSLATOR OR FM BOOSTER STATION LICENSE		Read INSTRUCTIONS Before Filling Out Form	

SECTION I - General Information

1.	Legal Name of the Applicant EDDIE FLOYD			
	Mailing Address 405 APPLE STREET			
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; padding: 2px;">City RENO</td> <td style="width:40%; padding: 2px;">State or Country (if foreign address) NV</td> <td style="width:30%; padding: 2px;">ZIP Code 89503 -</td> </tr> </table>	City RENO	State or Country (if foreign address) NV	ZIP Code 89503 -
City RENO	State or Country (if foreign address) NV	ZIP Code 89503 -		
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 2px;">Telephone Number (include area code) 7758278900</td> <td style="width:50%; padding: 2px;">E-Mail Address (if available)</td> </tr> </table>	Telephone Number (include area code) 7758278900	E-Mail Address (if available)	
Telephone Number (include area code) 7758278900	E-Mail Address (if available)			
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; padding: 2px;">FCC Registration Number:</td> <td style="width:30%; padding: 2px;">Call Sign K273AF</td> <td style="width:40%; padding: 2px;">Facility Identifier 13529</td> </tr> </table>	FCC Registration Number:	Call Sign K273AF	Facility Identifier 13529
FCC Registration Number:	Call Sign K273AF	Facility Identifier 13529		
2.	Contact Representative (if other than Applicant) RICHARD R. ZARAGOZA			
	Firm or Company Name PILLSBURY WINTHROP SHAW PITTMAN LLP			
	Mailing Address 2300 N STREET, NW			
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; padding: 2px;">City WASHINGTON</td> <td style="width:40%; padding: 2px;">State or Country (if foreign address) DC</td> <td style="width:30%; padding: 2px;">ZIP Code 20037 - 1128</td> </tr> </table>	City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20037 - 1128
City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20037 - 1128		
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 2px;">Telephone Number (include area code) 2026638266</td> <td style="width:50%; padding: 2px;">E-Mail Address (if available) RICHARD.ZARAGOZA@PILLSBURYLAW.COM</td> </tr> </table>	Telephone Number (include area code) 2026638266	E-Mail Address (if available) RICHARD.ZARAGOZA@PILLSBURYLAW.COM	
Telephone Number (include area code) 2026638266	E-Mail Address (if available) RICHARD.ZARAGOZA@PILLSBURYLAW.COM			
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input checked="" type="radio"/> N/A (Fee Required)			
4.	Facility Information: a. <input type="radio"/> FM Booster <input checked="" type="radio"/> FM Translator b. Community or communities being served: City: CARSON CITY State: NV			
5.	Purpose of Application <input type="radio"/> Cover construction permit (list original construction permit file number -- starts with the prefix BPFT, or BPFTB): - <input checked="" type="radio"/> Modify an authorized license (list license file number -- starts with the prefix BLFT, BMLFT, BLFTB, or BMLFTB): BLFT-20041018ACP <input type="radio"/> Amend a pending application If an amendment, submit as an Exhibit a listing by Section and Question Number of the portions of the pending application that are being revised. [Exhibit 1]			

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must

be submitted for each question for which a "No" response is provided. See General Instruction I.

Section II - Legal

1.	<p>Certification. Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant 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.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	<p>Conditions. Licensee/Permittee certifies that all terms, conditions, and obligations set forth in the underlying construction permit have been fully met.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 2]
3.	<p>Changed Circumstances. Licensee/Permittee certifies that, apart from changes already reported, no cause or circumstance has arisen since the grant of the underlying construction permit which would cause any statement or representation contained in the construction permit application to be incorrect now.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 3]
4.	<p>Programming. The applicant is the licensee of the primary station or the applicant certifies that written authority has been obtained from the licensee of the primary station whose programming is to be retransmitted.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 4]
5.	<p>Station ready for operation. The applicant certifies that the station is now in satisfactory operating condition and ready for regular operation.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 5]
6.	<p>Station identification. The applicant certifies that it will comply with applicable station identification rules. See 47 C.F.R. Sections 73.1201 and 74.1283.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]
7.	<p>Character Issues. Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with:</p> <p>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]
8.	<p>Adverse Findings. Applicant certifies that, with respect to the applicant and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 8]
9.	<p>Anti-Drug Abuse Act Certification. Applicant certifies that neither applicant 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.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p>I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)</p>		
Typed or Printed Name of Person Signing EDDIE FLOYD BY POWER OF ATTORNEY		Typed or Printed Title of Person Signing INDIVIDUAL LICENSEE
Signature		Date

12/17/2007

SECTION III - PREPARER'S CERTIFICATION

I certify that I have prepared Section III (Engineering data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name ROBERT M. SMITH JR.		Relationship to Applicant (e.g., Consulting Engineer) TECHNICAL CONSULTANT	
Signature		Date 12/16/2007	
Mailing Address R.M. SMITH ASSOCIATES 4267 NW FEDERAL HIGHWAY #120			
City JENSEN BEACH		State or Country (if foreign address) FL	Zip Code 34957 -
Telephone Number (include area code) 7723350688		E-Mail Address (if available) BOB@RMSMITH.COM	

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

Section III - Engineering			
TECHNICAL SPECIFICATIONS			
Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.			
TECH BOX			
1.	Channel: 273		
2.	Effective Radiated Power:	0.0058 kW(H)	0.0058 kW(V)
3.	Transmitter Power Output:	0.013 kW	
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.			
CERTIFICATION			
All applicants must complete this section.			
4.	Constructed Facility. The facility was constructed as authorized in the the underlying construction permit.	<input type="radio"/> Yes <input checked="" type="radio"/> No	See Explanation in [Exhibit 9]
5.	Special Operating Conditions. The facility was constructed in compliance with all special operating conditions, terms, and obligations described in the construction permit.	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Explanation in [Exhibit 10]
An Exhibit may be required. Review the underlying construction permit.			

		[Exhibit 11]
6.	Transmitter Power Output. The operating transmitter power output produces the authorized effective radiated power	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 12]
7.	Directional Antenna. The facility does not use a directional antenna or the antenna is mounted in accordance with the specific instructions provided by the antenna manufacturer and is oriented in the proper direction.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 13]

PREPARER'S CERTIFICATION ON SECTION 3 MUST BE COMPLETED AND SIGNED.

Exhibits

Exhibit 9

Description: EXHIBIT 9 - MODIFICATION OF LICENSE DETAILS

DETAILS OF THE REQUESTED MODIFICATION ARE CONTAINED IN THE ATTACHMENT.

Attachment 9

Description
Exhibit 9 - Modification Details

R. M. SMITH ASSOCIATES
BROADCAST TECHNICAL CONSULTANTS
4267 NW FEDERAL HIGHWAY #120 - JENSEN BEACH, FL 34957
(772) 335-0688 FAX (772) 335-1438
E-MAIL Rmsradio@adelphia.net

APPLICATION FOR MODIFICATION OF LICENSE
FM TRANSLATOR K273AF
F.C.C. FILE NUMBER BLFT-20041018ACP

PURPOSE

This application seeks a modification of the license of FM Translator station K273AF. The proposed modification requests:

- Correction of the antenna type specified in the facility license;
- Removal of the directional antenna data from the license record; and
- Reduction in ERP from 10 Watts to 5.8 Watts.

BACKGROUND

The licensee recently filed an application to assign the license of K273AF to Wilks License Company – Reno LLC (“Wilks”) (F.C.C. File No. BALFT-20070904ACU). During processing of that application it was noted by Commission staff that the 60 dBu contour of the translator exceeded the 60 dBu contour of KJZS(FM), Sparks, NV (Facility ID 13528). KJZS(FM) is licensed to Wilks so the 60 dBu of the translator exceeding the 60 dBu of KJZS(FM) is not permitted if Wilks is also the licensee of K273AF.

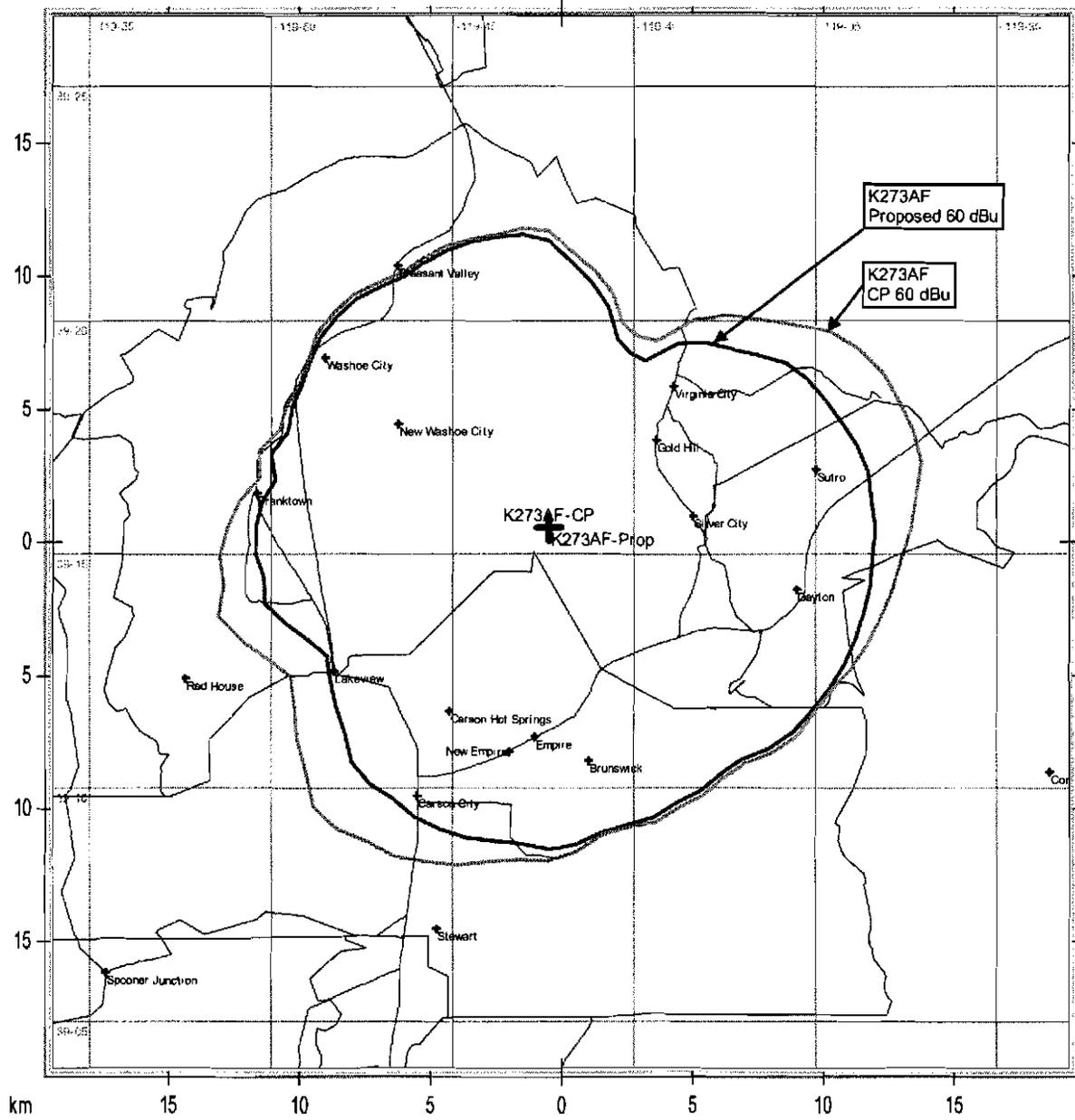
It was determined, in consultation with Robert Gates of the Commission staff, that this situation arose because the licensee had specified the use of a Scala FMO antenna in the application for construction permit, but constructed the facility using a Jampro JSCP-1 antenna. The current K273AF license data (copy from the CDBS is attached) includes directional antenna field values which are not consistent with the use of the Jampro JSCP-1 antenna.

PROPOSED MODIFICATION

This application requests that the license for K273AF be modified to specify the use of a non-directional Jampro JSCP-1 antenna and that the ERP be lowered from 10 Watts to 5.8 Watts. No other changes are proposed or required. The result of the modifications will bring the 60 dBu and all interference contours of the facility inside the 60 dBu and interference contours of the current license specifications. The present and proposed 60 dBu contours are plotted on the attached Figure 1.

These modifications will also bring the 60 dBu contour of K273AF inside the 60 dBu contour of KJZS(FM). A plot of the KJZS(FM) and proposed K273AF 60 dBu contours is included in Figure 2.

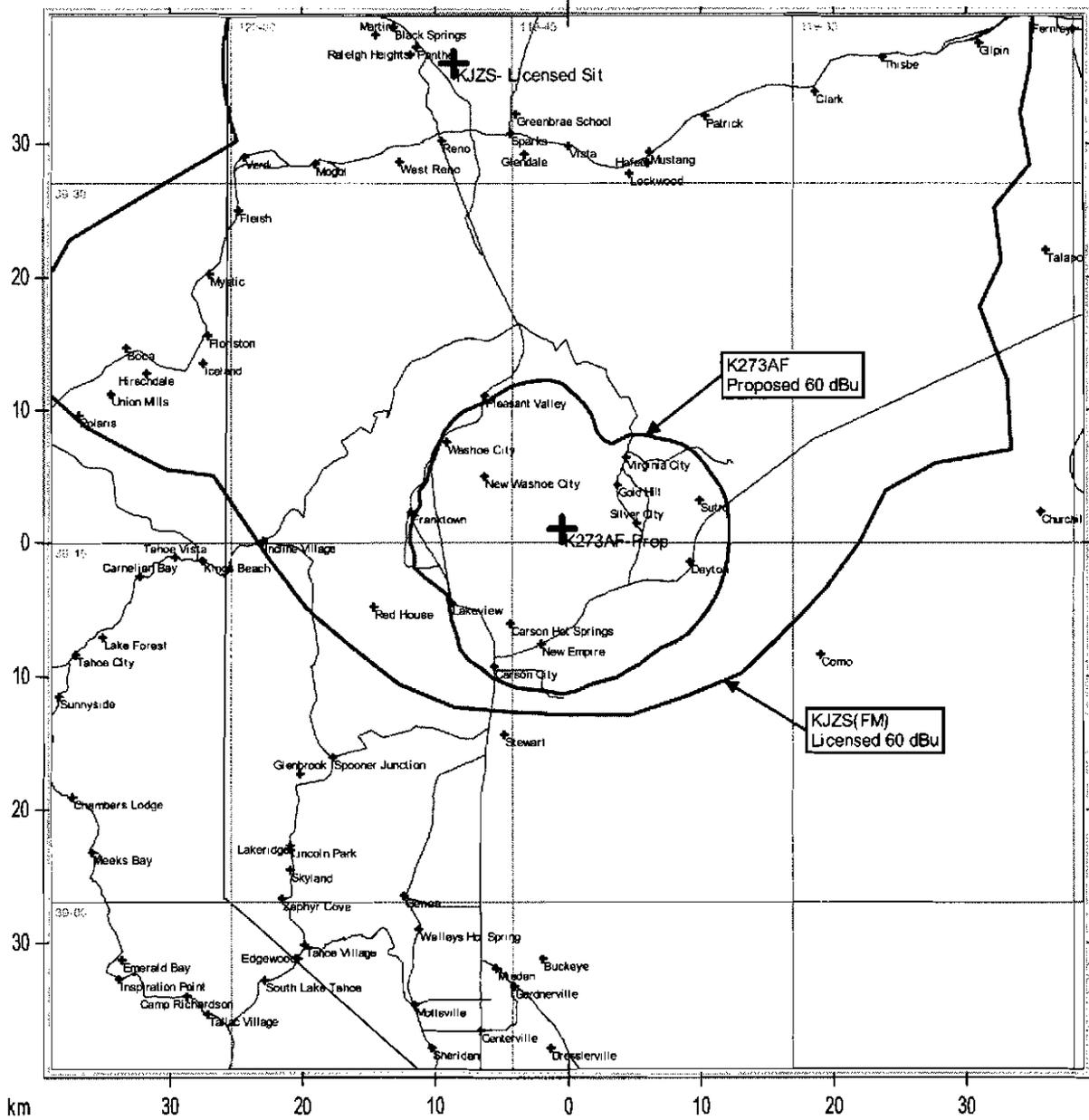
K273AF - CP COVERAGE AND PROPOSED COVERAGE



CONTOURS CALCULATED IN FIVE DEGREE INCREMENTS OF AZIMUTH

State Borders City Borders Highways Lat/Lon Grid

K273AF and KJZS(FM)



CONTOURS CALCULATED IN FIVE DEGREE INCREMENTS OF AZIMUTH

State Borders
 Highways
 Lat/Lon Grid

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 **“Request for Admissions to Eddie Floyd”** were served on this 12th day of October 2010 to the following:

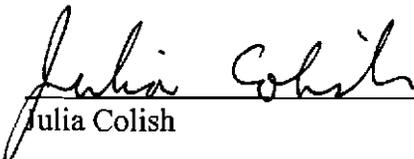
P. Michele Ellison, Chief*
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W., Room 8-C757
Washington, D.C. 20554

Dana E. Leavitt*
Special Counsel
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W., Room 4-A325
Washington, D.C. 20554

Anita J. Patankar-Stoll*
Attorney
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W., Room 4-A336
Washington, D.C. 20554

Mary L. Gosse*
Administrative Officer
Federal Communications Commission
445 12th Street, S.W., Room 1-C831
Washington, D.C. 20554

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



Julia Colish

*Via hand delivery and electronic mail

**Via U.S. certified mail and electronic mail