

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of	)	MM Docket No. 10-157
	)	
EDDIE FLOYD	)	NAL/Acct. No. 201041410018
	)	
Licensee of FM Translator Station K273AF, Carson City, Nevada	)	FRN: 0011733425
	)	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: Office of the Secretary  
Attn: Chief Administrative Law Judge  
Richard L. Sippel

**FILED/ACCEPTED**  
**NOV 15 2010**  
Federal Communications Commission  
Office of the Secretary

**STATUS REPORT**

Eddie Floyd, by his attorney, submits the instant Status Report with respect to the sale of K273AF pursuant to *Second Thursday Corp.*, 19 RR 2d 1199, 25 FCC 2d 1112 (1970).

On October 28, 2010, Floyd submitted a pleading entitled Supplement (copy attached) (Attachment A).

In that submission, Floyd stated, *inter alia*, the following:

Floyd has identified a buyer for the station, the Evans Broadcasting Company, Inc., an existing Commission licensee. The sale price has been agreed upon. The contract is in the process of being drafted. It is anticipated that the Petition for Extraordinary Relief will be on file within the next fifteen (15) days.

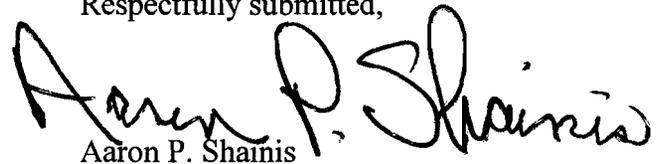
Attached to the instant submission is a draft of the Asset Purchase Agreement (APA) (Attachment B). The APA has been approved by Evans Broadcasting. It has been provided to the Trustee in Bankruptcy. It requires approval by the Bankruptcy Court and Mr. Floyd is unable to sign the APA absent such approval. Furthermore, until the Bankruptcy Court approves the sale, an application (FCC Form 345) cannot be filed. Accordingly, the filing of the *Petition for Extraordinary Relief* is unable to be filed until the Bankruptcy Court approves the sale.

Counsel has been advised that this is approximately a forty-five (45) day process.<sup>1</sup>

Shainis & Peltzman, Chartered  
1850 M Street NW, Suite 240  
Washington, DC 20036  
202-293-0011

November 15, 2010

Respectfully submitted,

  
Aaron P. Shainis  
Counsel for  
Eddie Floyd

---

<sup>1</sup> Once the request for Bankruptcy Court approval of the sale has been filed, Floyd shall, for informational purposes, submit that to the Presiding Judge and all the parties.

**ATTACHMENT A**

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of	)	MM Docket No. 10-157
	)	
EDDIE FLOYD	)	NAL/Acct. No. 201041410018
	)	
Licensee of FM Translator Station K273AF, Carson City, Nevada	)	FRN: 0011733425
	)	Facility ID No. 13529
	)	
EDDIE FLYOD	)	
	)	
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: Office of the Secretary		
Attn: Chief Administrative Law Judge Richard L. Sippel		

**SUPPLEMENT**

Eddie Floyd, by his attorney, submits his Supplement to the October 22, 2010 Request for Deferral of Dates. The instant Supplement is submitted as a result of the Enforcement Bureau's October 27, 2010 Opposition (Attachment A). In support, Floyd submits the following<sup>1</sup>:

The Bureau claims that Floyd provided no evidence to support the factual predicate for

---

<sup>1</sup> Floyd requests leave to submit the instant Supplement in order to address matters raised in the Bureau's Opposition and to assist the Judge in reaching his determination. The information contained herein addresses concerns raised by the Bureau.

his request for deferral of dates.<sup>2</sup> Specifically, the Bureau claims that Floyd did not provide any “evidence in support of his bankruptcy petition...” The Bureau is technically correct but it is being intellectually dishonest. In this regard, Wilks License Company-Reno, LLC, on October 22, 2010, filed a Statement in Support (Attachment B). There, it provided the Bankruptcy Petition Number of the bankruptcy filing.<sup>3</sup> The Bureau was served with a copy of the Wilks submission. That submission was filed on October 22, 2010. The Certificate of Service attached to that pleading reflects that the Bureau was served by hand delivery and e-mail. In fact, the Bureau references the Wilks’ pleading in its Opposition. See footnotes of the Bureau’s Opposition.

Floyd is also perplexed by the Bureau’s statement, “there is no indication that he even qualifies for bankruptcy.” See Bureau Opposition at Paragraph 3. It is submitted that the qualifications of Floyd to avail himself of relief pursuant to bankruptcy are solely the purview of the bankruptcy court. It is unlikely that the Bureau has any knowledge or information which would demonstrate that Mr. Floyd is not eligible for bankruptcy relief.

Floyd has identified a buyer for the station, the Evans Broadcasting Company, Inc., an existing Commission licensee. The sale price has been agreed upon. The contract is in the process of being drafted. It is anticipated that the Petition for Extraordinary Relief will be on file within the next fifteen (15) days.

In view of the foregoing, it is submitted that the submission of Floyd’s responses to discovery would be an unnecessary waste of the limited money and resources available to Mr. Floyd, a petitioner in bankruptcy. Furthermore, the responses would also be of no value to the Bureau since once the sale is approved pursuant to *Second Thursday Corp.*, 19 RR 2d 1199, 25

---

<sup>2</sup> The Bureau makes the incredible assertion at paragraph 2 of its Opposition that “Floyd’s Request is itself extraordinary in its brevity.” Floyd was not aware that pleadings were judged on their length.

<sup>3</sup> Petition No. 09-52653-gwz.

FCC 2d 1112 (1970), the hearing would be terminated.<sup>4</sup> The Bureau's anxiousness to proceed with discovery under these circumstances is odd and perplexing.

Respectfully submitted,



Aaron P. Shainis  
Counsel for  
Eddie Floyd

Shainis & Peltzman, Chartered  
1850 M Street NW, Suite 240  
Washington, DC 20036  
202-293-0011

October 28, 2010

---

<sup>4</sup> The termination of the hearing is just that **TERMINATION**. Accordingly, the participation of all parties would be extinguished.

**ATTACHMENT A**

Before the  
Federal Communications Commission  
Washington, D.C. 20554

FILED/ACCEPTED

OCT 27 2010

Federal Communications Commission  
Office of the Secretary

In the Matter of )  
)  
**EDDIE FLOYD** ) MB Docket No. 10-157  
) 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** )  
)  
For Assignment of License of FM Translator ) File No. BALFT-20070904ACU  
Station K273AF, Carson City, Nevada )  
)  
**EDDIE FLOYD** )  
)  
For Modification of License of FM Translator ) File No. BMLFT-20071218ABH  
Station K273AF, Carson City, Nevada )

To: Chief Administrative Law Judge  
Richard L. Sippel

**ENFORCEMENT BUREAU'S**  
**OPPOSITION TO REQUEST FOR DEFERRAL OF DATES**

1. The Chief, Enforcement Bureau, by her attorneys and pursuant to Section 1.294 of the Commission's Rules,<sup>1</sup> hereby opposes the "Request for Deferral of Dates" filed on October 22, 2010, by Eddie Floyd ("Request"). As discussed below, Floyd presents no basis for immediately suspending all deadlines in this case.

---

<sup>1</sup> See 47 C.F.R. § 1.294.

2. Floyd requests the Presiding Judge to abruptly place this case on hold on the basis of a bare assertion that he intends to invoke extraordinary relief under the Commission's *Second Thursday* doctrine.<sup>2</sup> Floyd's Request is itself extraordinary in its brevity. In sole support, the pleading states, "Undersigned counsel has been advised that Floyd has currently filed for bankruptcy. Accordingly, Floyd intends to sell the station and all proceeds would be used to pay innocent creditors. Thus, it is submitted that there is no need to proceed with discovery."<sup>3</sup>

3. Floyd's one-paragraph pleading is utterly deficient and unpersuasive. Floyd claims (or, more precisely, his new attorney claims to have been advised) that he has filed for bankruptcy and intends to sell FM Translator Station K273AF. However, Floyd provides no evidence in support of his bankruptcy petition, there is no indication that he even qualifies for bankruptcy, he does not identify a buyer for his station, provides no timetable for finding a potential buyer, and offers absolutely no indication of when, if ever, he might be in a position to file a petition for extraordinary relief under *Second Thursday*. Stated otherwise, Floyd's instant request to suspend this hearing proceeding is predicated on nothing more than an unsupported pronouncement of an intention to do something at some unspecified time in the future. To request a stay of all procedural dates under such speculative circumstances is patently inconsistent with the public interest.<sup>4</sup>

4. While there may come a time under appropriate, well documented circumstances to stay procedural dates in this case, that moment clearly has not arrived. Until then, this

---

<sup>2</sup> *Second Thursday Corp.*, 19 RR 2d 1199, 25 FCC 2d 1112 (1970) ("*Second Thursday*").

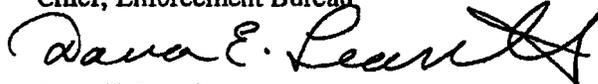
<sup>3</sup> Request at 1.

<sup>4</sup> On October 22, 2010, Floyd also filed a "Request for a Pre-Hearing Conference" for the sole reason "to discuss the sale of Station K273AF . . . pursuant to the doctrine enumerated in *Second Thursday* . . ." The Bureau does not oppose, in principle, such a conference, but respectfully suggests that, absent a comprehensive showing by Floyd of a legitimate plan for effectuating his stated intentions, a conference for the purposes described would be premature at this time.

proceeding should move forward unfettered, with Floyd and Wilks License Company-Reno LLC ("Wilks") expeditiously serving on the Bureau their respective Answers to the Bureau's Request for Admissions of Facts and Genuineness of Documents ("Request for Admissions"),<sup>5</sup> and the parties commencing discovery on schedule.<sup>6</sup>

5. Accordingly, the Bureau respectfully asks the Presiding Judge to deny Floyd's open-ended request for an indefinite deferral of all dates in this proceeding. Furthermore, the Bureau respectfully requests the Presiding Judge to direct Floyd and Wilks to expeditiously serve on the Bureau their respective Answers to the Bureau's Request for Admissions.

Respectfully submitted,  
P. Michele Ellison  
Chief, Enforcement Bureau



Dana E. Leavitt  
Special Counsel



Anita J. Patankar-Stoll  
Attorney

Federal Communications Commission  
445 12<sup>th</sup> Street, S.W., Room 4-C330  
Washington, D.C. 20554  
(202) 418-1420

October 27, 2010

---

<sup>5</sup> Both Floyd and Wilks were required to serve their respective Answers on the Bureau by October 22, 2010, the same day that Floyd filed his instant Request seeking deferral of all procedural dates. In a pleading supporting suspension of all procedural dates (*see* "Statement in Support" filed on October 22, 2010, by Wilks), Wilks represents that its Answers to the Bureau's Request for Admissions are complete and, but for Floyd's Request to defer dates, would have been served in a timely manner. The Bureau expects that Floyd also would be in a position to serve his Answers promptly.

<sup>6</sup> Pursuant to *Order FCC 10M-09*, released September 29, 2010, discovery is scheduled to begin November 1, 2010.

**CERTIFICATE OF SERVICE**

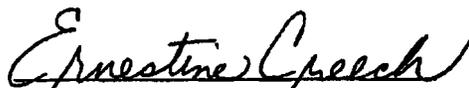
Ernestine Creech, a Paralegal Specialist in the Enforcement Bureau's Investigations and Hearings Division, certifies that she has, on this 27th day of October, 2010, sent by first class United States mail, or delivered by hand, copies of the foregoing "Enforcement Bureau Opposition to Request for Deferral of Dates" to:

Walter Edward Floyd, aka Eddie Floyd\*  
665 South Wells Avenue  
Reno, Nevada 89502

Aaron Shainis\*  
Shainis & Peltzman, Chartered  
1850 M Street, N.W.  
Suite 240  
Washington, D.C. 20036

Clifford M. Harrington\*  
Richard Zaragoza  
Paul Cicelski  
Pillsbury Winthrop Shaw Pittman LLP  
2300 N Street, N.W.  
Washington D.C. 20037

Chief Administrative Law Judge Richard L. Sippel (by hand)\*  
Federal Communications Commission  
445 12th Street, S.W., Room 1-C768  
Washington, D.C. 20054

  
Ernestine Creech

\* Courtesy copy filed via electronic mail

**ATTACHMENT B**

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

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

**STATEMENT IN SUPPORT**

Wilks License Company-Reno LLC ("Wilks-Reno"), by its attorneys, hereby submits this Statement in Support of the "Request for Deferral of Dates" and "Request for Pre-Hearing Conference" filed today on behalf of Eddie Floyd. Given the unique circumstances of this case, and the fact that Mr. Floyd to date has not previously been represented by counsel in this proceeding, Wilks submits that the proceeding, including the filing of Requests for Admission, Interrogatories, Depositions, and Status Reporting should be held in abeyance until such time as a second Prehearing Conference can be scheduled, consistent with the Request for Pre-Hearing

Conference filed today on behalf of Mr. Floyd. Such a result would be just, equitable and serve the public interest.<sup>1</sup> Wilks-Reno therefore supports grant of the Requests.<sup>2</sup>

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: October 22, 2010

---

<sup>1</sup> Wilks-Reno will review Mr. Floyd's *Second Thursday Corp.* argument at such time as it is presented. Wilks-Reno has been able to confirm that Mr. Floyd and Mrs. Shari L. Floyd are the subject of an active involuntary Chapter 7 bankruptcy proceeding in the U.S. Bankruptcy Court, District of Nevada (Reno), Bankruptcy Petition No. 09-52653-gwz.

<sup>2</sup> The Enforcement Bureau served a Request for Admissions on Wilks-Reno. The response is due today, October 22, 2010. Wilks-Reno has completed its Response and was prepared to submit that Response with the Enforcement Bureau by close of business today. In view of the Request for Deferral of Dates and other pleadings submitted earlier today on behalf of Mr. Floyd, however, Wilks-Reno is deferring the submission of that Response pending action on those pleadings or other order of the Presiding Judge.

**CERTIFICATE OF SERVICE**

I, Cherie Mills, a secretary with the law firm of Pillsbury Winthrop Shaw Pittman LLP, hereby certify that copies of the foregoing "STATEMENT IN SUPPORT" were served on this 22nd day of October, 2010, to the following:

P. Michele Ellison, Chief\*  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Room 4-C330  
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

Anita J. Patankar-Stoll\*  
Attorney  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Room 4-C330  
Washington, D.C. 20554

Aaron Shainis\*\*  
Shainis & Peltzman, Chartered  
1850 M Street  
Suite 240  
Washington, DC 20036

*Cherie L. Mills*

Cherie L. Mills

\*Via hand delivery and email

\*\*Via U.S. mail and email

**CERTIFICATE OF SERVICE**

I, Jason N. Silverman, do hereby certify that copies of the foregoing "REPLY" were sent via First Class U.S. Mail, postage prepaid, this 28<sup>th</sup> day of October, 2010 to the following:

Dana E. Leavitt, Esq.  
Special Counsel  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street SW, Room 4-C330  
Washington, DC 20554

Anita J. Patankar-Stoll, Esq.  
Attorney  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street SW, Room 4-C330  
Washington, DC 20554

The Honorable Richard L. Sippel\*†  
Chief Administrative Law Judge  
Federal Communications Commission  
445 12th Street SW, Room 1-C768  
Washington, DC 20554

Clifford M. Harrington, Esq.\*  
Pillsbury Winthrop Shaw Pittman LLP  
2300 N Street NW  
Washington, DC 20037

Mary Gosse\*  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12th Street SW, Room 1-C831  
Washington, DC 20554

\* - Via e-mail

† - Via hand delivery

  
Jason N. Silverman

**ATTACHMENT B**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made as of this \_\_\_\_ day of November, 2010, by and among Eddie Floyd, a resident of Nevada (“Seller”), and The Evans Broadcasting Company, Inc. (“Buyer”).

### Recitals

- A. Seller is the owner of FM translator station K273AF, Carson City, Nevada (Facility ID No. 13529) (the “Station”).
- B. Seller has agreed to sell the Station to Buyer, on the terms and conditions set forth herein.

### Agreements

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

- 1. Application.** The parties shall cooperate in the prompt preparation and filing of an application with the Federal Communications Commission (the “Commission”) for consent to the assignment of the licenses and authorizations issued by the Commission for the Station (the “Licenses”) from Seller to Buyer. Such application is to be filed within five (5) business days of the date this Agreement is authorized by the Bankruptcy Court pursuant to Case No. 09-52653-gwz, with the parties to each pay one-half of the necessary filing fees to the Commission. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to such application, and shall take all steps reasonably required for the expeditious prosecution of such application to a favorable conclusion.

2. **Assets To Be Conveyed.** On the Closing Date, as defined in Section 11 hereof, Seller will assign, transfer, convey and deliver to Buyer:

a. All of the Licenses, including those specifically identified on Schedule A hereto.

b. All of the tangible personal property, whether owned or leased, located at or used in the operation of the Station, including that property identified on Schedule B hereto, but excluding any property identified on Schedule B as an excluded asset, and including, but not limited to, all replacements and additions thereto between the date of this Agreement and the Closing Date.

c. All of the intangible property or property rights of the Station.

d. All of the contracts, agreements and interests relating to the operation of the Station listed and described on Schedule C hereto, but excluding all insurance contracts or rights thereunder.

e. All of the interests in real property used in the operation of the Station, as listed and described on Schedule D hereto.

The foregoing assets to be conveyed to Buyer (the "Purchased Assets") are to be conveyed through bills of sale, assignments, deeds or other documents of transfer (the "Closing Documents") customary for such purpose and satisfactory in form and substance to Buyer, Seller, and their respective counsel. The Purchased Assets are to be conveyed to Buyer free and clear of any claims, liabilities, mortgages, deeds of trust, assignments, liens, pledges, conditions, exceptions, restrictions, limitations, charges, security interests or other encumbrances of any nature whatsoever (collectively, "Liens").

**3. Purchase Price.** The purchase price (“Purchase Price”) to be paid on the Closing Date by Buyer for the Purchased Assets shall be a cash payment of Twenty Thousand Dollars (\$20,000), plus or minus any prorations pursuant to Section 7 hereof, to be paid to Seller at Closing in immediately available funds. Concurrent with the execution of the instant Agreement, Buyer shall deposit into the trust account of Shainis & Peltzman, Chartered the sum of Two Thousand Dollars (\$2,000) which shall be released upon payment of the balance of the Purchase Price (i.e., \$18,000) at closing. The entire Purchase Price payment shall be made to the Bankruptcy Court or to the U.S. Trustee in Bankruptcy for payment to Floyd’s creditors. No money shall be paid or distributed to Floyd, his wife or his heirs.

**4. Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer that:

a. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby has been or will be duly authorized by the Bankruptcy Court. No other act on the part of Seller is necessary to authorize this Agreement or the consummation of the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

b. Subject to obtaining the approval of the Commission, the execution, delivery and performance of this Agreement (i) does not require the consent of any third party (other than the Bankruptcy Court) and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Seller is a party or by which Seller is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Seller or the Station.

c. Seller is and as of the Closing Date will be in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.

d. The Purchased Assets are and on the Closing Date will be in compliance with all applicable laws.

e. The license has been designated for hearing pursuant to *Order to Show Cause Hearing Designation Order and Notice of Apparent Liability for a Forfeiture*, FCC 10-147, released August 5, 2010 (MB Docket No. 10-157). Seller knows of no reason, independent of those stated in the Designation Order, related to its qualifications which would disqualify it from holding the Licenses or assigning the Licenses to Seller. Seller has all the Licenses and consents required for the operation of the Station. The Licenses are valid and in full force and effect and constitute all of the authorizations issued by the FCC in connection with the operation of the Station. None of the Licenses is subject to any restriction or condition that would limit in any respect the operation of the Station as now conducted.

f. Seller has, and on the Closing Date will have, good and marketable title to all the Purchased Assets, free and clear, except as stated at Section 2 above, of all Liens. None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Seller has complete and unrestricted power and right to sell, assign, convey and delivery the Purchased Assets to Buyer as contemplated hereby. At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Liens of any nature whatsoever except for Permitted Liens.

g. Schedule D contains true and complete copies of all deeds, leases or other instruments pertaining to the real property included in the Purchased Assets. Except as shown on

Schedule D, Seller has good and marketable fee simple title, insurable at standard rates and without material exceptions or reservations, to the owned real property included in the Purchased Assets. Except as shown on Schedule D, all of the Station's towers, guy anchors, buildings or other improvements are located entirely on such real property. Seller has not received and is not aware of any complaint, order, citation or notice from any person or entity concerning any environmental, health or safety matters affecting such real property.

h. Seller owns and has good title to the personal property described in Schedule B. Except as noted on Schedule B, all items of transmitting equipment included therein are in good operating condition (subject to normal wear and tear), are suitable for their intended use and will permit K273AF to operate in accordance with the terms of the License.

i. The Purchased Assets include all of the assets that are necessary to operate K273AF as it is currently operated.

j. Seller is not aware of any environmental condition that would constitute a material hazard for purposes of Section 10.e hereof, but Seller has not conducted an environmental inspection of the Purchased Assets and does not warrant that such an environmental inspection would not reveal any material hazard.

k. Seller is not a party to any collective bargaining agreement with any trade union and is not aware of any trade union organization effort by or with respect to any of the employees of K273AF. Buyer shall be under no obligation to hire or retain any employee of Seller or to assume any liability whatsoever for any employment contract or employee benefit program created by or existing with Seller.

**5. Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller that:

a. This Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

b. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Licenses from Seller.

c. Buyer has the financial resources necessary to consummate the purchase contemplated by this Agreement.

**6. Expenses.** The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expense.

**7. Assumption of Liabilities and Proration of Income and Expenses.** As of the Closing Date, Buyer shall be responsible for paying, discharging and performing (i) all obligations and liabilities of Seller arising after the Closing Date under the Licenses and the contracts and other instruments assigned to an assumed by Buyer on the Closing Date, and (ii) all obligations and liabilities arising out of events occurring on or after the Closing Date related to Buyer's ownership of the Purchased Assets or its conduct of the business or operations of the Station on or after the Closing Date. All other obligations and liabilities of Seller, including any that relate to Seller's ownership or operation of the Station or the Purchased Assets prior to the Closing Date, shall remain the obligations and liabilities of Seller. All income attributable to the operation of the Station through 11:59 p.m. on the date prior to the Closing Date will be income of Seller, and all income thereafter will be income of Buyer. On or within sixty (60) days after the Closing Date, Seller and Buyer shall perform a proration of income and expenses in accordance with the foregoing provisions.

**8. Seller's Closing Conditions.** All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Seller, and such consent shall have become a final order, no longer subject to review, reconsideration, appeal or remand under applicable laws and rules (a "Final Order").

b. Buyer shall have paid the Purchase Price.

c. Buyer shall have executed and delivered to Seller the Closing Documents.

**9. Buyer's Closing Conditions.** All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Buyer, and such consent shall have become a Final Order. Buyer, however, in its sole discretion may waive finality and close on staff grant.

b. Seller shall have executed and delivered to Buyer the Closing Documents and conveyed the Purchased Assets to Buyer in accordance with this Agreement.

c. All representations and warranties of Seller made herein shall be true and correct in all material respects as of the Closing Date, and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

d. As of the Closing Date, Seller shall have complied in all material respects with all covenants and conditions of this Agreement and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

e. There shall have been no material adverse change in the condition of the Purchased Assets between the date of this Agreement and the Closing Date.

**10. Termination.** This Agreement may be terminated as follows, it being agreed that time is of the essence for purposes of all deadlines or timeframes described herein:

a. If conditions to Closing set forth in Section 8 of this Agreement have not been satisfied (or waived by Seller) within two hundred seventy (270) days of the date of this Agreement, Seller may terminate this Agreement upon written notice to Buyer.

b. If the conditions of Closing set forth in Section 9 of this Agreement have been satisfied (or waived by Seller) within two hundred seventy (270) days of the date of this Agreement, Buyer may terminate this Agreement upon written notice to Seller.

c. If prior to the Closing Date, any damage or destruction of any of the Purchased Assets materially impairs the value of the Station or prevents signal transmission by K273AF for a period of more than forty-eight (48) hours, Seller shall promptly notify Buyer of such damage or destruction and Buyer may terminate this Agreement upon written notice to Seller within ten (10) days of Buyer's receipt of such notice.

d. If either Buyer or Seller shall be in material breach of this Agreement, and such breach is not cured after ten (10) days' written notice, the other party, if not then in material breach and having received written notice thereof, may terminate this Agreement. In the event of a material breach of this Agreement by Seller, Buyer alternatively shall have the right to obtain specific performance of the terms of this Agreement, it being agreed that the Purchased Assets are unique assets. If any action is brought by Buyer pursuant to this subsection to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. In the

event of a dispute hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party.

**11. Closing.** The Closing, or the Closing Date, as used throughout this Agreement, shall take place in Washington, D.C. on a date selected by Buyer (with reasonable written notice to Seller) within five to ten (5-10) business days after the condition precedent described in Section 8.a and 9.a hereof is satisfied, subject to satisfaction of the other conditions precedent set forth above.

**12. Allocation of Purchase Price.** The Purchase Price of the Station will be allocated in accordance with Schedule E hereto.

**13. Control of the Station.** Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station. Such operations shall be the sole responsibility of Seller until this Agreement is consummated. Seller will operate K273AF in the ordinary course of business, consistent with past practices and in accordance with all applicable laws, rules and regulations. Seller also will maintain insurance on the Purchased Assets prior to the Closing Date and maintain the Purchased Assets in accordance with Seller's past practice. Seller shall, upon reasonable request with reasonable advance notice by Buyer, allow Buyer to inspect the Purchased Assets and the books and records of K273AF.

**14. Survival.** The representations and warranties of Buyer and Seller set forth above shall survive the Closing Date for a period of twenty-four (24) months (the "Survival Period") and no claims may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the Survival Period. In the event such notice is given, the right to indemnification with respect

thereto under this provision shall survive the applicable Survival Period until such claim is finally resolved and any obligations with respect thereto are fully satisfied.

**15. Entire Agreement.** This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements.

**16. Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Nevada. Any disputes arising out of this Agreement shall be resolved in state or federal court in Nevada.

**17. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the permitted successors and assigns of the parties hereto. Buyer may, without consent of Seller, assign its rights and obligations hereunder to another party.

**18. Cooperation.** Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement.

**19. Notices.** All notices hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered and received by certified or registered mail, return receipt requested, or by expedited courier service, to the following addresses or such other addresses as any party may provide by written notice:

To Seller: Eddie Floyd  
665 South Wells Avenue  
Reno, NV 89502

To Buyer: The Evans Broadcasting Company, Inc.  
1960 Idaho Street  
Carson City, NV 89701  
Attn: Jerry Evans

cc: Shainis & Peltzman, Chartered  
ATTN: Aaron P. Shainis  
1850 M Street NW, Suite 240  
Washington, DC 20036

**20. Exclusivity.** While this Agreement is in effect, Seller agrees not to engage in any discussions or negotiations concerning any potential sale of the Purchased Assets to any party other than Buyer or its assigns

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**EDDIE FLOYD**

By: \_\_\_\_\_  
Eddie Floyd, Owner

**THE EVANS BROADCASTING COMPANY, INC.**

By: \_\_\_\_\_  
Jerry Evans, President

Schedule A

Licenses

K273AF

Facility ID No. 13529

Schedule B

Tangible Personal Property

Transmitter  
Antenna

Schedule C

Contracts

None

Schedule D

Real Property

Schedule E

Allocation of Purchase Price

## CERTIFICATE OF SERVICE

I, Jason N. Silverman, do hereby certify that copies of the foregoing "STATUS REPORT" were sent via First Class U.S. Mail, postage prepaid, this 15<sup>th</sup> day of November, 2010 to the following:

Dana E. Leavitt, Esq.\*  
Special Counsel  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street SW, Room 4-C330  
Washington, DC 20554

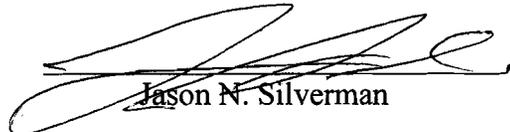
Anita J. Patankar-Stoll, Esq.\*  
Attorney  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street SW, Room 4-C330  
Washington, DC 20554

The Honorable Richard L. Sippel\*  
Chief Administrative Law Judge  
Federal Communications Commission  
445 12th Street SW, Room 1-C768  
Washington, DC 20554

Clifford M. Harrington, Esq.\*  
Pillsbury Winthrop Shaw Pittman LLP  
2300 N Street NW  
Washington, DC 20037

Mary Gosse\*  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12th Street SW, Room 1-C831  
Washington, DC 20554

\* - Via e-mail

  
Jason N. Silverman