

**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)	

FILED/ACCEPTED

To: Office of the Secretary
Attn: Peter Doyle, Esq.
Chief, Audio Services Division
Media Bureau

MAR - 3 2011
Federal Communications Commission
Office of the Secretary

PETITION FOR EXTRAORDINARY RELIEF

Eddie Floyd ("Floyd"), by his attorney, submits the instant Petition for Extraordinary Relief. In support, Floyd submits the following:

Pursuant to an Order to Show Cause, Hearing Designation Order and Notice of Apparent Liability for a Forfeiture, FCC 10-147, released August 5, 2010, Floyd, the licensee of K273AF, Carson City, Nevada (Facility ID No. 13529), was designated for hearing. The issues designated are as follows:

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List A B C D E

ORIGINAL

- (a) To determine whether Eddie Floyd misrepresented material facts to, and/or engaged in a lack of candor before, the Commission in his responses to inquiries in either one or both of the captioned applications for assignment of license (as originally filed and as amended) and for modification of Station K273AF, in willful and/or repeated violation of Section 1.17 of the Commission's Rules;
- (b) To determine whether Eddie Floyd made false certifications in either one or both of the captioned applications for assignment of license (as originally filed and as amended) and of modification of Station K273AF;
- (c) To determine the effect of Eddie Floyd's felony conviction on his qualifications to be and remain a Commission licensee;
- (d) To determine, in light of the evidence adduced pursuant to the foregoing issues, whether Eddie Floyd is qualified to be a Commission licensee;
- (e) To determine whether the license for FM Translator Station K273AF, Carson City, NV, should be revoked.

11) IT IS FURTHER ORDERED, pursuant to Sections 309(e) and 309(k) of the Act,¹ that the captioned applications for assignment of license and of modification of Station K273AF, filed by Eddie Floyd, ARE DESIGNATED FOR A HEARING, before an administrative law judge at a time and place to be specified in a subsequent Order, upon the following issue:

- (a) To determine, in light of the evidence adduced pursuant to the foregoing issues, whether either one or both of the captioned applications for assignment of license and for modification of Station K273AF, filed by Eddie Floyd, should be granted.

Concurrent with the instant submission, Floyd is filing an application to assign K273AF to the Evans Broadcast Company, Inc. pursuant to the Commission's Second Thursday doctrine. See *Second Thursday Corp.*, 22 FCC 2d 515 (1970). The Commission's Second Thursday doctrine is an exception to the general policy prohibiting the sale of a station by a licensee whose qualifications are under investigation if issues concerning the licensee's character qualifications remain unresolved or have been resolved adversely to the licensee. See *Jefferson Radio v. FCC*, 340 F 2d 781, 783 (DC Cir. 1964). That general policy reflects the Commission's understanding

¹ 47 U.S.C. § 309(e), (k).

that permitting a licensee to evade the consequences of alleged or adjudicated misconduct by transferring his interest or assigning his license will diminish the deterrent effect that revocation or renewal proceedings should have on broadcast licenses.

In *Second Thursday Corp.*, the Commission established an exception to the general policy for a licensee in bankruptcy. This exception permits the transfer of a license if “the individuals charged with misconduct will have no part in the proposed operation and will either derive no benefit from favorable action on the application or only a minor benefit which is outweighed by equitable considerations in favor of innocent creditors. The Second Thursday doctrine accommodates the policies of the federal bankruptcy law with those of the Communications Act. Application of the Second Thursday doctrine requires an *ad hoc* balancing of the possible injury to regulatory authority that might flow from wrongdoers realizing benefits against the public interest in innocent creditors recovery from the sale and assignment of the license to a qualified party.

Mr. Floyd is the subject of a bankruptcy proceeding in the United States Bankruptcy Court, District of Nevada (BK-09-52653).

Attachment A to the instant submission is the Motion submitted in the bankruptcy court for the sale of the translator station to The Evans Broadcast Company, Inc. (“Sale Motion”). Attached to that submission is a draft Asset Purchase Agreement (“APA”).² Paragraph 3 provides, *inter alia*, the following:

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.

² The executed APA attached to the assignment is substantially the same.

Attachment B to the instant submission is the Order granting the Sale Motion. Paragraph 4 of the Order provides as follows:

That following approval of the Federal Communications Commission, all funds be paid to the Trustee for the benefit of the Debtor's bankruptcy estate pursuant to further Order of this Court.

Attachment C to the instant submission is the current ownership report for The Evans Broadcast Company, Inc. ("EBC"). EBC is owned by Jerry Evans and his wife, Leslie Evans. Eddie Floyd has no ownership and is not an officer or a director.

Pursuant to *Order*, FCC 10M-21, released December 3, 2010 (Attachment D), the Presiding Judge stayed all procedural dates and the proceeding itself was stayed *sine die* in order to accommodate Floyd's Second Thursday submission.

In view of the fact that all of the proceeds from the sale of the translator will be going to pay innocent creditors and Mr. Floyd is not a principal in EBC, it is submitted that grant of the assignment is consistent with *Second Thursday Corp.* and is in the public interest.

Concurrent with the grant of the assignment, all matters contained in MB Docket No. 10-157 should be terminated. However, if the proposed assignment of the license for Station K273AF from Eddie Floyd to The Evans Broadcast Company, Inc. is not consummated, the termination should be rendered void and the proceeding returned to *status quo ante*. See *Family Broadcasting, Inc.*, 25 FCC Rcd 7591 (2010).

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

March 3, 2011

Respectfully submitted,

Aaron P. Shainis
Counsel for
Eddie Floyd

ATTACHMENT A

1 W. Donald Gieseke
2 Bankruptcy Trustee
3 18124 Wedge Pkwy., Suite 518
4 Reno, NV 89511
5 wdg@renotruster.com
6 (775) 742-9107
7 (775) 562-8181 (fax)

8 UNITED STATES BANKRUPTCY COURT
9 DISTRICT OF NEVADA

10 IN RE:) BK – 09-52653
11) CHAPTER 7
12)
13) FLOYD JR., WALTER EDWARD) **MOTION FOR ORDER AUTHORIZING**
14) FLOYD, SHARI L.) **DEBTOR TO SELL PERSONAL**
15)) **PROPERTY FREE AND CLEAR OF**
16)) **LIENS AND ENCUMBRANCES**
17)
18) DEBTOR(S)) Hearing Date:
19)) Hearing Time:
20)) Est. Time: 5 minutes

21 COMES NOW, W. DONALD GIESEKE, Trustee in Bankruptcy in the above entitled case, and
22 hereby moves this Court for the issuance of an Order authorizing the sale of certain personal
23 property owned by Debtor, with said sale to be made pursuant to 11 U.S.C. §363(b)(1), and free
24 and clear of liens pursuant to 11 U.S.C. §363(f). This Motion is based upon the accompanying
25 Memorandum of Points and Authorities attached hereto and incorporated herewith and all of the
26 papers and pleadings on file herein.

27 MEMORANDUM OF POINTS AND AUTHORITIES

28 FACTS

1. On August 8, 2009, Creditors of the Debtors filed an Involuntary Petition for relief under Chapter 7 of the United States Code.
2. On April 22, 2009, a Motion was filed by Creditors of the Debtors requesting consolidation of this case with BK-N-10-50398-GWZ titled "U.S. Realty".

- 1 3. On May 26, 2010 a hearing was held and on June 2, 2010, an Order was issued
2 denying the consolidation of the cases.
- 3 4. On May 30, 2010, W. Donald Gieseke was duly appointed as the trustee for this
4 Chapter 7 case.
- 5 5. On July 1, 2010 the first meeting of creditors was held in accordance with 11 U.S.C.
6 §341.

7

8 One of the non-exempted assets in this case, as identified in the amended schedules filed on
9 November 22, 2010, is an FM Translator Station K273AF, Carson City, Nevada (Facility ID No.
10 13259). The Trustee has decided that the best course of action is to sell the Debtor's interest in
11 this FM Translator Station to the highest bidder. An Asset Purchase Agreement has been
12 presented by a proposed purchaser, The Evans Broadcasting Company, Inc. A copy of the Asset
13 Purchase Agreement is attached hereto as Exhibit "A" and incorporated herein by that reference
14 ("Personal Property"). The Trustee is soliciting other potential purchasers through a media
15 broker, Dave Garland Media Brokerage, however no other potential purchasers have yet been
16 identified. The Personal Property to be sold represents a portion of the Debtor's known assets at
17 this time and the Debtors do not believe that there are any encumbrances against the Personal
18 Property.

19

20 The only written offer to purchase the Personal Property has been from The Evans Broadcasting
21 Company, Inc. for Twenty Thousand Dollars (\$20,000.00) cash. The Personal Property is to be
22 sold "as is" without conditions or contingencies other than Bankruptcy Court approval. A
23 deposit of a \$2,000.00 for the Personal Property shall be due and payable by the Buyer
24 immediately upon approval of this Court at the hearing to consider this Motion. The remaining
25 balance of the purchase price shall be paid by the Buyer Seven (7) days after entry of an Order
26 from this Court approving the sale. All proceeds shall be held in the trust account until such time
27 as approval for the sale is received from the Federal Communications Commission (FCC).

1 Should approval not be granted all proceeds shall be returned to the purchaser within seven (7)
2 days of notice from the FCC.

3
4 The sale of the Personal Property is to be free and clear of all liens and encumbrances pursuant to
5 11 U.S.C. §363, and all liens and encumbrances, if any, are to attach to the sales proceeds, with
6 said liens to attach to the sales proceeds in order of their priority.

7
8 ARGUMENT

9 THE SALE OF DEBTORS' INTEREST IN THE PERSONAL PROPERTY IS
10 APPROPRIATE UNDER 11 U.S.C. §363

11
12 11 U.S.C. §363(b)(1) provides as follows:

13 The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary
14 course of business, property of the estate.

15
16 Further, 11 U.S.C. §363(f) allows the Trustee to sell the Debtors' interest in the Personal
17 Property under subsection (b) of §363 of the United States Bankruptcy Code, free and clear of
18 any lien, encumbrance or other interest in such Personal Property of an entity other than the
19 estate, if certain conditions are met, with any liens and encumbrances attaching to the sale
20 proceeds. Those conditions are phrased in 11 U.S.C. §363(f) as follows:

- 21 (1) Applicable non-bankruptcy law permits sale of such property free and clear;
22 (2) Such entity consents;
23 (3) Such interest is a lien and the price at which such property is to be sold is greater than
24 the aggregate value of all liens on such property;
25 (4) Such interest is in bonafide dispute; or
26 (5) Such entity could be compelled, in a legal or equitable proceeding, to accept a money
27 satisfaction of such interest.

1
2 The Trustee believes that a sale free and clear of liens, claims, interests and encumbrances will
3 benefit the bankrupt estate by providing immediate cash to the estate for these assets.

4
5 THE COURT SHOULD FIND THE PROPOSED SALE TRANSACTION
6 HAS BEEN ENTERED INTO IN GOOD FAITH

7
8 “[W]hen a bankruptcy court authorizes a sale of assets pursuant to Section 363(b)(1), it is
9 required to make a finding with respect to the ‘good faith’ of the purchaser.” In re Abbotts
10 Dairies, Inc., 788 F.2d 143, 149-50 (3d Cir. 1986). The purpose of such a finding is to facilitate
11 the operation of Bankruptcy Code Section 363(m), which provides a safe harbor for purchasers
12 of a debtor’s property when the purchase is made in “good faith.” Specifically, Section 363(m)
13 provides:

14 The reversal or modification on appeal of an authorization under subsection (b) or (c) of this
15 Section of a sale or lease of property does not affect the validity of the sale or lease of property
16 does not affect the validity of the sale or lease under such authorization to an entity that
17 purchased or leased such property in good faith, whether or not such entity knew of the pendency
18 of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

19
20 11 U.S.C. §363(m); see Ewell v. Diebert (In re Ewell), 958 F.2d 276, 280 (9th cir. 1992); Irvin v.
21 Lincoln Heritage Life Ins. Co. (In re Irvin), 950 F.2d 1318, 1323 (7th Cir. 1991). This provision
22 serves the important purposes both of encouraging good faith transactions and of preserving the
23 finality of the bankruptcy court’s orders unless stayed pending appeal. In re Abbotts Dairies,
24 Inc., 788 F.2d at 147; Hoese Corp. v. Vetter, 724 F.2d 52, 55 (7th Cir. 1992), “[I]f purchasers at
25 judicially approved sale of property of a bankrupt estate, and their lenders, cannot rely on the
26 deed that they receive at the sale, it will be difficult to liquidate bankrupt estates at positive
27 prices.” The Court also noted that although the law balances the competing interests between

1 lien holders and purchasers of assets of the estate, it weighs such interest "heavily in favor of the
2 bona fide purchaser," Id. at 643, particularly where, as here, there are substantial business
3 justifications for the proposed transaction.

4 In this case, the negotiations between the Debtor, Trustee and Buyer for the purchase of the
5 Personal Property were at all times conducted at arms length and in good faith, and there are no
6 side agreements, arrangements or understandings between the Debtor, Trustee and Buyer, and all
7 of the consideration is to be paid by Buyer and received by the Debtor's estate as specifically set
8 forth above. In short, there is no consideration for the Personal Property or a connection with
9 the proposed sale of the Personal Property other than as set forth hereinabove.

10
11 The Trustee is soliciting other potential purchasers through a media broker however no other
12 potential purchasers have yet been identified.

13
14 Due to the foregoing efforts made by the Trustee to market the Personal Property, and the lack of
15 response resulting therefrom, the Trustee believes the proposed sale of Personal Property is the
16 best offer for the assets. The Trustee also believes that there may be other interested buyers
17 which may bid prior to or at the sale hearing in an amount exceeding \$20,000.00. Accordingly,
18 the Trustee requests that this proposed sale of Personal Property be made subject to overbids at
19 the hearing.

20
21 Other interested persons may bid at the hearing to purchase the Personal Property. At the
22 hearing, the Court will consider higher and better bids which contain all material terms and
23 conditions for closing, and will accept the bid which, in the Court's best judgment is the highest
24 and best bid for the Personal Property. Upon receipt of a competing bid which is higher and
25 better than the current prospective Buyer's offer, the Court will immediately notify The Evans
26 Broadcasting Company, Inc., or nominee, of that competing bid. If the competing bidder
27 qualifies as an entity which is able to bid and complete the purchase of the Personal Property in
28

1 accordance with the procedure set forth herein, and if the Trustee accepts the competing bid, then
2 that entity shall immediately tender to the Trustee a cashier's check (or its equivalent) in the
3 amount of \$2,000.00, which deposit shall be deemed non-refundable, and shall close according
4 to the terms and conditions of the original Buyer's Agreement. All proceeds above the non-
5 refundable deposit, will be held in the trust account until such time as approval for the sale is
6 received from the Federal Communications Commission (FCC). Should approval not be
7 granted, all proceeds above the non-refundable deposit shall be returned to the purchaser within
8 seven (7) days of notice from the FCC.

9
10 **CONCLUSION**

11 Based on the foregoing, the Debtor requests this Court enter its Order:

- 12 1. Authorizing the sale of the Personal Property identified in Exhibit "A" attached
13 hereto, free and clear of liens and encumbrances pursuant to 11 U.S.C. §363(b) and
14 (f)(1) pursuant to the terms and conditions set forth above.
- 15 2. Authorizing the Trustee to execute any and all documentation necessary to complete
16 the transaction.
- 17 3. Directing that all proceeds from the Personal Property sale be placed in a trust
18 account pending approval of the sale by the Federal Communications Commission.
- 19 4. That following approval of the Federal Communications Commission all funds be
20 paid to the Trustee for the benefit of the Debtor's bankrupt estate pursuant to further
21 order of this Court.
- 22 5. For such other and further relief as Court deems appropriate.

23
24 DATED this ____ day of December xx, 2010

25 /s/ W. Donald Gieseke
26 W. Donald Gieseke, Trustee

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