

## Federal Communications Commission

FCC MB - CDBS Electronic Filing

Account number: 481491

**Description: KFMD LICENSE APPLICATION OWNERSHIP REPORT**

**Application Reference Number: 20130206ACA**

**Successfully filed at Feb 6 2013 2:05PM**

Based on the information supplied, no fee is required.

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Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0010 (October 2009)	FOR FCC USE ONLY
<b>FCC 323                  OWNERSHIP REPORT FOR COMMERCIAL                  BROADCAST STATIONS</b>		FOR COMMISSION USE ONLY FILE NO. -20130206ACA

**Section I - General Information**

1.	Legal Name of the Respondent HOG RADIO, INC.	
	Street Address (1) 111 WESTWOOD DRIVE	
	Street Address (2)	
	City DEQUEEN	State or Country (if foreign address) AR
		ZIP Code 71832 -
	Telephone Number (include area code) 8706423637	E-Mail Address (if available) JAYBUNYARD@HOTMAIL.COM
	FCC Registration Number: 0017879727	Call Sign KFMD
		Facility ID Number 160838
2.	Contact Representative FRANK R. JAZZO, ESQ.	Firm or Company Name FLETCHER, HEALD & HILDRETH, P.L.C.
	Street Address (1) 1300 NORTH 17TH STREET	
	Street Address (2) 11TH FLOOR	
	City ARLINGTON	State or Country (if foreign address) VA
		ZIP Code 22209 -
	Telephone Number (include area code) 7038120400	E-Mail Address (if available) JAZZO@FHHLAW.COM
3.	Nature of Respondent (See Instructions for definitions)	
	<input checked="" type="radio"/> Licensee <input type="radio"/> Permittee <input type="radio"/> Entity with an attributable interest	
4.	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 checked="" type="radio"/> Other <input type="radio"/> Other <input type="radio"/> N/A (Fee Required)	
5.	All of the information furnished in this Report is accurate as of 02/06/2013 <i>(Date entered must (1) be Oct. 1 of the filing year when filing a Biennial Ownership Report (or Nov. 1, 2009 in the case of the initial filing); or (2) be no more than 60 days prior to the date of filing when filing a non-biennial Ownership Report.)</i>	
6.	Purpose: This Report is filed for: (choose one)	
	a. <input type="radio"/> Biennial	
	b. <input type="radio"/> Validation and Resubmission of a previously filed Biennial Report (certifying no change from previous Report)	
	c. <input type="radio"/> Transfer of Control or Assignment of License/Permit	
	d. <input type="radio"/> Report by Permittee filing within 30 days after the grant of a construction permit for a new commercial AM, FM or full power television broadcast station.	
	e. <input checked="" type="radio"/> Update / certification of accuracy of an initial Ownership Report filed by Permittee (filing in conjunction with Permittee's application for a station license)	
	f. <input type="radio"/> Amendment to a previously filed Ownership Report	File Number: -

If an Amendment, **submit as an Exhibit** a listing by Section and Question Number the portions of the previous Report that are being revised. [ Exhibit 1 ]

7. Licensee and Station Information. The stations listed below are all licensed to the following person or entity:

Licensee Name	Licensee's FCC Registration Number (FRN)
HOG RADIO, INC.	0017879727

**Station List**

This Report is filed for the following stations:

Copy	Call Sign	Facility ID Number	Location (City/State)	Class of service
1.	KCYT	51098	OZARK , ARKANSAS	FM Station
2.	KFMD-FM	88358	GREENLAND , ARKANSAS	FM Station
3.	KUOA	35729	SILOAM SPRINGS , ARKANSAS	AM Station
4.	KFMD	160838	BETHEL HEIGHTS , ARKANSAS	AM Station

8. Respondent is:

- Sole Proprietorship                       Not-for-profit corporation                       Limited partnership  
 For-profit corporation                       General partnership                       Other  
 If "Other," describe nature of the Respondent in an Exhibit. [ Exhibit 2 ]

**Section II-A - Non-Biennial Ownership Information**

1. Contract Information. List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only Licensees, Permittees, or Respondents with a majority interest in or that otherwise exercise de facto control over the subject Licensee or Permittee shall respond. Other Respondents should select "Not Applicable" in response to this question.) If the agreement is a local marketing agreement (LMA) or a radio joint sales agreement (JSA), or if the agreement is a network affiliation agreement, check the appropriate box; otherwise, select "Other" for non-LMA/radio JSA or network affiliation agreements.

Not Applicable

**Contract Information**

Copy	Description of contract or instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration	Agreement Type (check all that apply)
1.	ARTICLES OF INCORPORATION	STATE OF ARKANSAS	Month JUNE Year 2008	Month  Year  Date <input checked="" type="checkbox"/> No Expiration	<input type="checkbox"/> LMA/radio JSA <input type="checkbox"/> Network Affiliation Agreement <input checked="" type="checkbox"/> Other
2.	BYLAWS	HOG RADIO, INC.	Month JULY Year 2008	Month  Year  Date <input checked="" type="checkbox"/> No Expiration	<input type="checkbox"/> LMA/radio JSA <input type="checkbox"/> Network Affiliation Agreement <input checked="" type="checkbox"/> Other

2. Capitalization (Only Licensees, Permittees, or entities with a majority interest in or that otherwise exercises de facto control over the subject Licensee shall respond.)

Not Applicable

Capitalization Information							
Copy	Class of stock (preferred, common or other)	Voting or Non-voting	Number of shares				
			Authorized	Issued and Outstanding	Treasury	Unissued	
I.	<input checked="" type="radio"/> Preferred <input type="radio"/> Common <input type="radio"/> Other (specify)	<input checked="" type="radio"/> Voting <input type="radio"/> Non-Voting	1000	300	0	700	

3. (a.) Ownership Interests. This Question requires Respondents to enter detailed information about ownership interests by generating a series of subforms. Answer each question on each subform. The first subform listing should be for the Respondent itself. If the Respondent is not a natural person, also list each of the officers, directors, stockholders, noninsulated partners, members and other persons or entities with a direct attributable interest in the Respondent. (A "direct" interest is one that is not held through any intervening companies or entities.) In the case of vertical or indirect ownership structures, report only those interests in the Respondent that also represent an attributable interest in the Licensee or Permittee for which the Report is being submitted.

List each person or entity with a direct attributable interest in the Respondent separately. Entities that are part of an organizational structure that includes holding companies or other forms of indirect ownership must file separate ownership reports. In such a structure do not report or file separate reports for persons or entities that do not have an attributable interest in the Licensee or Permittee for which the report is being submitted.

Ownership Interests Information											
Copy I.	<table border="1"> <tr> <td><b>Name</b></td> <td>HOG RADIO, INC.</td> </tr> <tr> <td><b>Address</b></td> <td>                     Street                      111 WESTWOOD DRIVE                       City/State                      DE QUEEN , ARKANSAS                      Postal/ZIP Code                      71832 -                      Country (if not U.S.)                 </td> </tr> <tr> <td><b>Listing Type</b></td> <td> <input checked="" type="radio"/> Respondent  <input type="radio"/> Other Interest Holder                 </td> </tr> <tr> <td><b>Relationship to Licensee/Permittee</b></td> <td> <input checked="" type="radio"/> Licensee/Permittee (or Officer/Director of Licensee/Permittee)  <input type="radio"/> Person with attributable interest  <input type="radio"/> Entity with attributable interest                 </td> </tr> <tr> <td><b>Positional Interest (Check all that apply)</b></td> <td> <input type="checkbox"/> Officer  <input type="checkbox"/> Director  <input type="checkbox"/> General Partner  <input type="checkbox"/> Limited Partner  <input type="checkbox"/> LC/LLC/PLLC Member  <input checked="" type="checkbox"/> Owner  <input type="checkbox"/> Stockholder  <input type="checkbox"/> Attributable Creditor  <input type="checkbox"/> Attributable Investor  <input type="checkbox"/> Other (please specify):                 </td> </tr> </table>	<b>Name</b>	HOG RADIO, INC.	<b>Address</b>	Street 111 WESTWOOD DRIVE  City/State DE QUEEN , ARKANSAS Postal/ZIP Code 71832 - Country (if not U.S.)	<b>Listing Type</b>	<input checked="" type="radio"/> Respondent <input type="radio"/> Other Interest Holder	<b>Relationship to Licensee/Permittee</b>	<input checked="" type="radio"/> Licensee/Permittee (or Officer/Director of Licensee/Permittee) <input type="radio"/> Person with attributable interest <input type="radio"/> Entity with attributable interest	<b>Positional Interest (Check all that apply)</b>	<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> LC/LLC/PLLC Member <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Stockholder <input type="checkbox"/> Attributable Creditor <input type="checkbox"/> Attributable Investor <input type="checkbox"/> Other (please specify):
<b>Name</b>	HOG RADIO, INC.										
<b>Address</b>	Street 111 WESTWOOD DRIVE  City/State DE QUEEN , ARKANSAS Postal/ZIP Code 71832 - Country (if not U.S.)										
<b>Listing Type</b>	<input checked="" type="radio"/> Respondent <input type="radio"/> Other Interest Holder										
<b>Relationship to Licensee/Permittee</b>	<input checked="" type="radio"/> Licensee/Permittee (or Officer/Director of Licensee/Permittee) <input type="radio"/> Person with attributable interest <input type="radio"/> Entity with attributable interest										
<b>Positional Interest (Check all that apply)</b>	<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> LC/LLC/PLLC Member <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Stockholder <input type="checkbox"/> Attributable Creditor <input type="checkbox"/> Attributable Investor <input type="checkbox"/> Other (please specify):										

	FCC Registration Number	0017879727
	Percentage of votes	0.0 %
	Percentage of total assets (equity debt plus)	0.0 %
Copy 2.	Name	JAY WALLACE BUNYARD AND TERESA SHARON BUNYARD LIVING REVOCABLE TRUST (JAY AND TERESA BUNYARD SOLE VOTING TRUSTEES)
	Address	Street 111 WESTWOOD  City/State DE QUEEN , ARKANSAS Postal/ZIP Code 71832 - Country (if not U.S.)
	Listing Type	<input type="radio"/> Respondent <input checked="" type="radio"/> Other Interest Holder
	Relationship to Licensee/Permittee	<input type="radio"/> Licensee/Permittee (or Officer/Director of Licensee/Permittee) <input type="radio"/> Person with attributable interest <input checked="" type="radio"/> Entity with attributable interest
	Positional Interest (Check all that apply)	<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> LC/LLC/PLLC Member <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Stockholder <input type="checkbox"/> Attributable Creditor <input type="checkbox"/> Attributable Investor <input type="checkbox"/> Other (please specify):
	FCC Registration Number	0008294043
	Percentage of votes	0.0 %
	Percentage of total assets (equity debt plus)	100.0 %
Copy 3.	Name	JAY W. BUNYARD
	Address	Street 111 WESTWOOD DRIVE  City/State DE QUEEN , ARKANSAS Postal/ZIP Code 71832 - Country (if not U.S.)
	Listing Type	<input type="radio"/> Respondent <input checked="" type="radio"/> Other Interest Holder
	Relationship to Licensee/Permittee	<input checked="" type="radio"/> Licensee/Permittee (or Officer/Director of Licensee/Permittee) <input type="radio"/> Person with attributable interest <input type="radio"/> Entity with attributable interest

Positional Interest (Check all that apply)	<input checked="" type="checkbox"/> Officer <input checked="" type="checkbox"/> Director <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> LC/LLC/PLLC Member <input type="checkbox"/> Owner <input type="checkbox"/> Stockholder <input type="checkbox"/> Attributable Creditor <input type="checkbox"/> Attributable Investor <input checked="" type="checkbox"/> Other (please specify): <b>VOTING TRUSTEE</b>																
FCC Registration Number	0006565238																
Percentage of votes	50.0 %																
Percentage of total assets (equity debt plus)	0.0 %																
Copy 4.	<table border="1"> <tr> <td data-bbox="344 724 581 772">                             Name                         </td> <td data-bbox="581 724 1279 772">                             TERESA S. BUNYARD                         </td> </tr> <tr> <td data-bbox="344 772 581 999">                             Address                         </td> <td data-bbox="581 772 1279 999">                             Street                              111 WESTWOOD DRIVE                               City/State                              DE QUEEN , ARKANSAS                              Postal/ZIP Code                              71832 -                              Country (if not U.S.)                         </td> </tr> <tr> <td data-bbox="344 999 581 1083">                             Listing Type                         </td> <td data-bbox="581 999 1279 1083"> <input type="radio"/> Respondent  <input checked="" type="radio"/> Other Interest Holder                         </td> </tr> <tr> <td data-bbox="344 1083 581 1203">                             Relationship to                              Licensee/Permittee                         </td> <td data-bbox="581 1083 1279 1203"> <input checked="" type="radio"/> Licensee/Permittee (or Officer/Director of Licensee/Permittee)  <input type="radio"/> Person with attributable interest  <input type="radio"/> Entity with attributable interest                         </td> </tr> <tr> <td data-bbox="344 1203 581 1644">                             Positional Interest                              (Check all that apply)                         </td> <td data-bbox="581 1203 1279 1644"> <input checked="" type="checkbox"/> Officer  <input checked="" type="checkbox"/> Director  <input type="checkbox"/> General Partner  <input type="checkbox"/> Limited Partner  <input type="checkbox"/> LC/LLC/PLLC Member  <input type="checkbox"/> Owner  <input type="checkbox"/> Stockholder  <input type="checkbox"/> Attributable Creditor  <input type="checkbox"/> Attributable Investor  <input checked="" type="checkbox"/> Other (please specify):  <b>VOTING TRUSTEE</b> </td> </tr> <tr> <td data-bbox="344 1644 581 1677">                             FCC Registration Number                         </td> <td data-bbox="581 1644 1279 1677">                             0014546550                         </td> </tr> <tr> <td data-bbox="344 1677 581 1713">                             Percentage of votes                         </td> <td data-bbox="581 1677 1279 1713">                             50.0 %                         </td> </tr> <tr> <td data-bbox="344 1713 581 1774">                             Percentage of total assets                              (equity debt plus)                         </td> <td data-bbox="581 1713 1279 1774">                             0.0 %                         </td> </tr> </table>	Name	TERESA S. BUNYARD	Address	Street 111 WESTWOOD DRIVE  City/State DE QUEEN , ARKANSAS Postal/ZIP Code 71832 - Country (if not U.S.)	Listing Type	<input type="radio"/> Respondent <input checked="" type="radio"/> Other Interest Holder	Relationship to Licensee/Permittee	<input checked="" type="radio"/> Licensee/Permittee (or Officer/Director of Licensee/Permittee) <input type="radio"/> Person with attributable interest <input type="radio"/> Entity with attributable interest	Positional Interest (Check all that apply)	<input checked="" type="checkbox"/> Officer <input checked="" type="checkbox"/> Director <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> LC/LLC/PLLC Member <input type="checkbox"/> Owner <input type="checkbox"/> Stockholder <input type="checkbox"/> Attributable Creditor <input type="checkbox"/> Attributable Investor <input checked="" type="checkbox"/> Other (please specify): <b>VOTING TRUSTEE</b>	FCC Registration Number	0014546550	Percentage of votes	50.0 %	Percentage of total assets (equity debt plus)	0.0 %
Name	TERESA S. BUNYARD																
Address	Street 111 WESTWOOD DRIVE  City/State DE QUEEN , ARKANSAS Postal/ZIP Code 71832 - Country (if not U.S.)																
Listing Type	<input type="radio"/> Respondent <input checked="" type="radio"/> Other Interest Holder																
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FCC Registration Number	0014546550																
Percentage of votes	50.0 %																
Percentage of total assets (equity debt plus)	0.0 %																

(b.)	Respondent certifies that any equity and financial interests not reported in response to Question 3(a) are non-attributable.  If "No," submit as an Exhibit an explanation.	<input checked="" type="radio"/> Yes <input type="radio"/> No [ Exhibit 3 ]															
(c.)	Does the Respondent or any person/entity with an attributable interest in the Respondent also hold an attributable interest in any other broadcast station, or in any newspaper entities in the same market, as defined in 47 C.F.R. Section 73.3555?  If "Yes", provide information describing the interest(s), using EITHER the subform OR the spreadsheet option below for the applicable type of interest (broadcast or newspaper). Respondents with a large number (50 or more) of entries to submit should use the spreadsheet option. NOTE: Spreadsheets must be submitted in a special "XML Spreadsheet" format with the appropriate structure that is specified in the documentation. For instructions on how to use the spreadsheet option to complete this question (including templates to start with), please <a href="#">Click Here</a> .  <b>[Broadcast Interests Subform]</b>  <b>[Newspaper Interests Subform]</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No															
(d.)	Are any of the individuals listed in response to Question 3(a) married, related as parent-child, or related as siblings?  If "Yes", complete the information describing the relationship.	<input checked="" type="radio"/> Yes <input type="radio"/> No															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5">Familial Relationships</th> </tr> <tr> <th style="width: 5%;">Copy</th> <th style="width: 45%;">Name</th> <th style="width: 15%;">Parent/ Child</th> <th style="width: 15%;">Spouse</th> <th style="width: 20%;">Siblings</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">JAY W. BUNYARD / TERESA S. BUNYARD</td> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;"><input checked="" type="radio"/></td> <td style="text-align: center;"><input type="radio"/></td> </tr> </tbody> </table>			Familial Relationships					Copy	Name	Parent/ Child	Spouse	Siblings	1.	JAY W. BUNYARD / TERESA S. BUNYARD	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Familial Relationships																	
Copy	Name	Parent/ Child	Spouse	Siblings													
1.	JAY W. BUNYARD / TERESA S. BUNYARD	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>													
(e.)	Is Respondent seeking an attribution exemption for any officer or director with duties unrelated to the Licensee or Permittee ?  If "Yes", complete the information in the required fields and submit an Exhibit fully describing that individual's duties and responsibilities, and explaining why that individual should not be attributed an interest.  <b>[Enter Attribution Exemption Information]</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No															

**SECTION III - CERTIFICATION**

I certify that I am PRESIDENT

(Official Title)

of HOG RADIO, INC.

(Exact legal title or name of Respondent)

and that I have examined this Report and that to the best of my knowledge and belief, all statements in this Report are true, correct and complete.

(Date of the signature below must (1) be no earlier than Oct. 1 of the filing year when filing a Biennial Ownership Report (and no earlier than Nov. 1, 2009 in the case of the initial filing); or (2) be no more than 60 days prior to the date of filing when filing a non-biennial Ownership Report.)

Signature JAY W. BUNYARD	Date 2/6/2013
Telephone Number of Respondent (Include area code) 8706423637	

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**

**Spreadsheets**

Description
Other Broadcast Interests





JAY W. BUNYARD	KNAS	NASHVILLE	AR	54822	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
JAY W. BUNYARD	KMTB	MURFREESBORO	AR	52175	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
JAY W. BUNYARD	KTHS	BERRYVILLE	AR	35668	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
JAY W. BUNYARD	KTHS-FM	BERRYVILLE	AR	35667	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
JAY W. BUNYARD	KAKS	HUNTSVILLE	AR	69858	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
JAY W. BUNYARD	KAMD-FM	CAMDEN	AR	8469	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
JAY W. BUNYARD	KMGC	CAMDEN	AR	29780	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
JAY W. BUNYARD	KCXY	EAST CAMDEN	AR	23279	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KENA	MENA	AR	50773	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KENA-FM	MENA	AR	50772	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KQOR	MENA	AR	85585	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KILX	HATFIELD	AR	84055	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KBHC	NASHVILLE	AR	2310	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KNAS	NASHVILLE	AR	54822	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KMTB	MURFREESBORO	AR	52175	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KTHS	BERRYVILLE	AR	35668	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KTHS-FM	BERRYVILLE	AR	35667	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KAKS	HUNTSVILLE	AR	69858	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KAMD-FM	CAMDEN	AR	8469	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KMGC	CAMDEN	AR	29780	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE
TERESA S. BUNYARD	KCXY	EAST CAMDEN	AR	23279	50	0 Y	Y	N	N	N	N	Y	VOTING TRUSTEE



# Fletcher, Heald & Hildreth

1300 NORTH 17th STREET, 11th FLOOR  
ARLINGTON, VIRGINIA 22209

OFFICE: (703) 812-0400  
FAX: (703) 812-0486  
www.fhhlaw.com  
www.commlawblog.com

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ROBERT M. GURSS\*  
KATHRYN A. KLEIMAN  
ROBERT J. SCHILL  
RICHARD F. SWIFT

ROBERT J. BUTLER  
HARRY F. COLE  
ANNE GOODWIN CRUMP  
DONALD J. EVANS  
PAUL J. FELDMAN  
KEVIN M. GOLDBERG  
FRANK R. JAZZO  
M. SCOTT JOHNSON  
DANIEL A. KIRKPATRICK  
MITCHELL LAZARUS  
CHENG-YI LIU\*  
STEPHEN T. LOVELADY  
SUSAN A. MARSHALL  
HARRY C. MARTIN  
MICHELLE A. McCLURE  
MATTHEW H. McCORMICK  
FRANCISCO R. MONTERO  
RAYMOND J. QUIANZON  
JAMES P. RILEY  
DAVINA SASHKIN  
PETER TANNENWALD  
KATHLEEN VICTORY  
HOWARD M. WEISS

\* NOT ADMITTED IN VIRGINIA

February 4, 2013

FRANK R. JAZZO  
(703) 812-0470  
JAZZO@FHHLAW.COM

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12th Street, SW  
Washington, D.C. 20554

Attn: Audio Division

Re: Program Test Notification  
Hog Radio, Inc.  
KFMD(AM), Facility ID #160838  
Bethel Heights, Arkansas  
BMP-20111129FAJ

Dear Ms. Dortch:

On behalf of Hog Radio, Inc., permittee of AM broadcast station KFMD, Bethel Heights, Arkansas, please be advised that KFMD has commenced program tests pursuant to Section 73.1620 of the FCC's Rules with the facilities authorized in BMP-20111129FAJ. An application for license to cover (FCC 302-AM) is being prepared and will be filed with the Commission in the near future.

Should any questions arise concerning this matter, please contact this office.

Very truly yours,  
Fletcher, Heald & Hildreth, PLC

  
Frank R. Jazzo  
Counsel for Hog Radio, Inc.

FRJ/emo

FLETCHER, HEALD & HILDRETH, P.L.C.

bc: Mr. Jay Bunyard\*  
Mr. Chris Daniel\* \*\*

\* Via Electronic Delivery

\*\* Please place a copy of this letter in KFMD's public inspection file.

---

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0405 (October 2009)	FOR FCC USE ONLY
FCC 349		
APPLICATION FOR AUTHORITY TO CONSTRUCT OR MAKE CHANGES IN AN FM TRANSLATOR OR FM BOOSTER STATION		FOR COMMISSION USE ONLY FILE NO. -
Read INSTRUCTIONS Before Filling Out Form		

**Section I - General Information**

1.	Legal Name of the Applicant HOG RADIO, INC.							
	Mailing Address 111 WESTWOOD DRIVE							
	City DEQUEEN	State or Country (if foreign address) AR						
		ZIP Code 71832 -						
	Telephone Number (include area code) 8706423637	E-Mail Address (if available) JAYBUNYARD@HOTMAIL.COM						
	FCC Registration Number: Call Sign K287AN	Facility Identifier 150321						
2.	Contact Representative (if other than Applicant) FRANK R. JAZZO, ESQ.	Firm or Company Name FLETCHER, HEALD & HILDRETH, P.L.C.						
	Mailing Address 1300 NORTH 17TH STREET 11TH FLOOR							
	City ARLINGTON	State or Country (if foreign address) VA						
		ZIP Code 22209 -						
	Telephone Number (include area code) 7038120400	E-Mail Address (if available) JAZZO@FHHLAW.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 checked="" type="radio"/> FM Translator <input type="radio"/> FM Booster b. Community or communities to which the proposed facility will be licensed: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Community(ies)</td> <td style="width:30%;">State</td> </tr> <tr> <td>FAYETTEVILLE</td> <td>AR</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		Community(ies)	State	FAYETTEVILLE	AR		
Community(ies)	State							
FAYETTEVILLE	AR							
5.	<b>Application Purpose</b> <input type="radio"/> New station <input type="radio"/> Major Change in licensed facility <input checked="" type="radio"/> Minor Change in licensed facility <input type="radio"/> Major Modification of construction permit <input type="radio"/> Minor Modification of construction permit <input type="radio"/> Major Amendment to pending application <input type="radio"/> Minor Amendment to pending application a. File number of original construction permit: _____ If an amendment, submit as an Exhibit a listing by Section and Question Number the _____ [Exhibit 1] portions of the pending application that are being revised.							

**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 J.**

**Section II - Legal**

<p>1. <b>Certification.</b> 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
<p>2. Applicant is:</p>		
<input checked="" type="radio"/> an individual		<input type="radio"/> a general partnership
<input type="radio"/> a limited partnership		<input type="radio"/> a not-for-profit corporation
		<input type="radio"/> a for-profit corporation
		<input type="radio"/> a limited liability company (LLC/LC)
<p>other</p>		
<p>a. If "other", describe nature of applicant in an Exhibit.</p>		<p>[Exhibit 2]</p>
<p>3. 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>		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A  See Explanation in [Exhibit 3]
<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>		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A  See Explanation in [Exhibit 4]
<p><b>NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing.</b> See 47 C.F.R. Section 74.1232(d).</p>		
<p>If Yes to (a) and No 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>		
<p>4. The applicant, if for a commercial FM translator station with a coverage contour extending beyond the protected contour of the commercial primary station being rebroadcast, certifies that it has not received any support, before or after constructing, directly or indirectly, from the licensee/permittee of the primary station or any person with an interest in or connection with the licensee or permittee of the primary station, except for technical assistance as provided for under 47 C.F.R. Section 74.1232(e).</p>		<input type="radio"/> Yes <input type="radio"/> No  <input type="radio"/> N/A  See Explanation in [Exhibit 5]
<p>5. For applicants proposing translator rebroadcasts that are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted. <b>If No, this application is unacceptable for filing.</b></p>		<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
<p>6. <b>Character Issues.</b> Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with:</p>		<input checked="" type="radio"/> Yes <input type="radio"/> No
<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>		See Explanation in [Exhibit 6]
<p>b. any pending broadcast application in which character issues have been raised.</p>		
<p>7.</p>		

	<p><b>Adverse Findings.</b> Applicant certifies that, with respect to the applicant, any party to the application, and any non-party equity owner in the applicant, 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> <p>If the answer is "No," attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), and a description of the disposition of the matter. Where the requisite information has been earlier disclosed in connection with another application or as required by 47 C.F.R. Section 1.65, the applicant need only provide: (i) an identification of that previous submission by reference to the file number in the case of an application, the call letters of the station regarding which the application or Section 1.65 information was filed, and date of filing; and (ii) the disposition of the previously reported matter.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 7]</p>
8.	<p><b>Alien Ownership and Control.</b> Applicant 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.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 8]</p>
9.	<p><b>Program Service Certification.</b> Applicant certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
10.	<p><b>Local Public Notice.</b> Applicant certifies compliance with the public notice requirements of 47 C.F.R. Section 73.3580.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
11.	<p><b>Auction Authorization.</b> If the application is being submitted to obtain a construction permit for which the applicant was the winning bidder in an auction, then the applicant certifies, pursuant to 47 C.F.R. Section 73.5005(a), that it has attached an exhibit containing the information required by 47 C.F.R. Sections 1.2107(d), 1.2110(i), 1.2112(a) and 1.2112(b), if applicable.</p> <p>An exhibit is required unless this question is inapplicable.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 9]</p>
12.	<p><b>Anti-Drug Abuse Act Certification.</b> 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>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
13.	<p><b>Equal Employment Opportunity (EEO).</b> 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>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</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.)

Typed or Printed Name of Person Signing DON CAMPBELL	Typed or Printed Title of Person Signing OWNER
Signature	Date 8/1/2013

**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 DONALD LYNCH		Relationship to Applicant (e.g., Consulting Engineer) TECHNICAL CONSULTANT	
Signature		Date 8/1/2013	
Mailing Address 111 SAM HOUSTON DRIVE			
City KERRVILLE		State or Country (if foreign address) TX	Zip Code 78028 -
Telephone Number (include area code) 8303779358		E-Mail Address (if available) HBSLLC@WINDSTREAM.NET	

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-A - 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: 287

2. Primary Station:

Facility ID Number	Call Sign	City	State
160838	KFMD	BETHEL HEIGHTS	AR

3. Delivery Method (Select One):

Off-air  Microwave  Satellite  Via  Other

4. Antenna Location Coordinates: (NAD 27)

Latitude:

Degrees 36 Minutes 8 Seconds 50  North  South

Longitude:

Degrees 94 Minutes 11 Seconds 13  West  East

5. Antenna Structure Registration Number: 1038000

Not Applicable  Notification filed with FAA

6. Antenna Location Site Elevation Above Mean Sea Level:	414 meters
7. Overall Tower Height Above Ground Level:	152 meters
8. Height of Radiation Center Above Ground Level:	meters(H) 146 meters(V)
9. Effective Radiated Power:	kW(H) 0.25 kW(V)

10. Transmitting Antenna:

Before selecting Directional "Off-the-Shelf", refer to "Search for Antenna Information" under [CDBS Public Access](http://licensing.fcc.gov/prod/cdbs/pubacc/prod/cdbs_pa.htm) (http://licensing.fcc.gov/prod/cdbs/pubacc/prod/cdbs\_pa.htm). Make sure that the Standard Pattern is marked Yes and that the relative field values shown match your values. Enter the Manufacturer (Make) and Model exactly as displayed in the Antenna Search.

Nondirectional  Directional Off-the Shelf  Directional composite

Manufacturer PSI Model FMLV

Rotation:degrees  No Rotation

Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value
0		10		20		30		40		50	



60		70		80		90		100		110	
120		130		140		150		160		170	
180		190		200		210		220		230	
240		250		260		270		280		290	
300		310		320		330		340		350	
Additional Azimuths											

**Relative Field Polar Plot**

11.	<p><b>For FM Boosters and Fill-in translators only.</b></p> <p>a. <b>FM Fill-in translators.</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>b. <b>FM Boosters.</b> Applicant certifies that the FM Booster station's service contour is entirely within the primary station's protected coverage contour.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A</p> <p>See Explanation in [Exhibit 10]</p> <p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 11]</p>
12.	<p><b>Interference.</b> The proposed facility complies with all of the following applicable rule sections. Check all that apply:</p> <p><b>Overlap Requirements.</b></p> <p><input checked="" type="checkbox"/> a) 47 C.F.R. Section 74.1204 <b>Exhibit Required.</b></p> <p><b>Television Channel 6 Protection.</b></p> <p><input type="checkbox"/> b) 47 C.F.R. Section 74.1205 with respect to station(s) <b>Exhibit Required.</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 12]</p> <p>[Exhibit 13]</p> <p>[Exhibit 14]</p>
13.	<p><b>Unattended operation.</b> Applicant certifies that unattended operation is not proposed, or if this application proposes unattended operation, the applicant certifies that it will comply with the requirements of 47 C.F.R. Section 74.1234.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 15]</p>
14.	<p><b>Multiple Translators.</b> Applicant certifies that it does not have any interest in an application or an authorization for an FM translator station that serves substantially the same area and rebroadcasts the same signal as the proposed FM translator station.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 16]</p>
15.	<p><b>Environmental Protection Act.</b> Applicant certifies that the proposed facility is excluded from environmental processing under 47. C.F.R. Section 1.1306 (i.e., the facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Appendix A, an <b>Exhibit is required.</b></p> <p>By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 17]</p>

**PREPARER'S CERTIFICATION ON PAGE 4 MUST BE COMPLETED AND SIGNED.**

**Section IV -- Noncommercial Educational Point System Factors -- New and Major Change Applications on Reserved Channels Only** ( used to select among mutually exclusive applications for new stations and major modifications) **NOTE:** Applicants will not received any additional points for amendments made after the close of the application filing window.

<b>Preliminary Matter:</b> Does this application provide fill-in service only?	<input type="radio"/> Yes <input type="radio"/> No
<b>1. Established Local Applicant:</b> Applicant certifies that for at least the 24 months immediately prior to application, and continuing through the present, it qualifies as a local applicant pursuant to 47 C.F.R. Section 73.7000, that its governing documents require that such localism be maintained, and that it has placed documentation of its qualifications as an established local applicant in a local public inspection file and has submitted to the Commission copies of the documentation.	<input type="radio"/> Yes <input type="radio"/> No
<b>2. Diversity of Ownership:</b> Applicant certifies that the principal community (city grade) contour of the proposed station does not overlap the principal community contour of any other authorized radio station (including AM, FM, and non-fill-in FM translator stations, commercial or noncommercial) in which any party to the application has an attributable interest as defined in 47 C.F.R. Section 73.3555, that its governing documents require that such diversity qualification in a local public inspection file and has submitted to the Commission copies of the documentation.	<input type="radio"/> Yes <input type="radio"/> No
<b>3. State-wide Network:</b> Applicant certifies that (a) it has NOT claimed a credit for diversity of ownership above; (b) it is one of the three specific types of organizations described in 47 C.F.R. Section 73.7003(b)(3); and (c) it has placed documentation of its qualifications in a local public inspection file and has submitted to the Commission copies of the documentation.	<input type="radio"/> Yes <input type="radio"/> No
<b>4. Technical Parameters:</b> Applicant certifies that the numbers in the boxes below accurately reflect the new (increased) area and population that its proposal would serve with a 60 dBu signal measured in accordance with the standard predicted contours in 47 C.F.R. Section 73.713(c) and that it has documented the basis for its calculations in the local public inspection file and has submitted copies to the Commission. Major modification applicants should include the area of proposed increase only (exclude the station's existing service area). (Points, if any, will be determined by FCC) New (increased) area served in square kilometers (excluding areas of water): Population served based on the most recent census block data from the United States Bureau of Census using the centroid method:	<input type="radio"/> Yes <input type="radio"/> No
<b>Tie Breakers</b>	
<b>5. Existing Authorizations.</b> a. By placing a number in the box, the applicant certifies that it and any persons and organizations with attributable interests in the applicant pursuant to 47 C.F.R. Section 73.3555 have, as of the date filing, existing authorizations for the following number of relevant broadcast stations. FM translator applicants should count all attributable full service radio stations, AM and FM, commercial and noncommercial and FM translator stations other than fill-in stations.  (number of attributable commercial and non-commercial licenses and construction permits)  b. (Fill-in Applicants Only.) By placing a number in the box, the applicant certifies that, in addition to the station identified in 5(a), it and any persons and organizations with attributable interests in the applicant pursuant to 47 C.F.R. Section 73.3555 have, as of the date filing, existing authorizations for the following number of FM translators.	
<b>6. Pending Applications.</b> a. By placing a number in the box, the applicant certifies that it and any persons and organizations with attributable interests in the applicant pursuant to 47 C.F.R. Section 73.3555 have, as of the date filing, pending applications for new or major changes to the following number of relevant broadcast stations, AM and FM, commercial and non-commercial and FM translator stations other than fill-in stations.  (number of attributable commercial and non-commercial applications)  b. (Fill-in Applicants Only.) By placing a number in the box, the applicant certifies that, in addition to the station identified in 5(a), it and any persons and organizations with attributable interests in the applicant pursuant to 47 C.F.R.	

Section 73.3555 have, as of the date of filing, existing authorizations for the following number of FM translators.

**Section VI -- Certification**

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. 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.)

Typed or Printed Name of Person Signing DON CAMPBELL	Typed or Printed Title of Person Signing OWNER
Signature	Date 8/1/2013

**Exhibits**

**Exhibit 4**

**Description:** FILL-IN TRANSLATOR

SEE SECTION III-A ENGINEERING - EXHIBIT 10 SECTION 74.1201(G) FILL-IN TRANSLATOR

**Attachment 4**

**Attachment 10**

Description
<a href="#">Exhibit 10 - Section 74.1201(g) Fill-In Translator</a>

**Attachment 12**

Description
<a href="#">Exhibit 12-A Technical Narrative</a>
<a href="#">Exhibit 12-B Translator location is in an Arbitron Metro</a>
<a href="#">Exhibit 12-C LPFM Preclusion Study</a>

**Attachment 13**

Description
<a href="#">Exhibit 13-A Class A FM Channel Study</a>
<a href="#">Exhibit 13-B Section 74.1204 Contour Protection - KMCK-FM</a>
<a href="#">Exhibit 13-C Section 74.1204 Contour Protection - KMOQ</a>
<a href="#">Exhibit 13-D Section 74.1204 Contour Protection - KXNA</a>
<a href="#">Exhibit 13-E Section 74.1204 Contour Protection - KJMM</a>

**Attachment 17**

Description

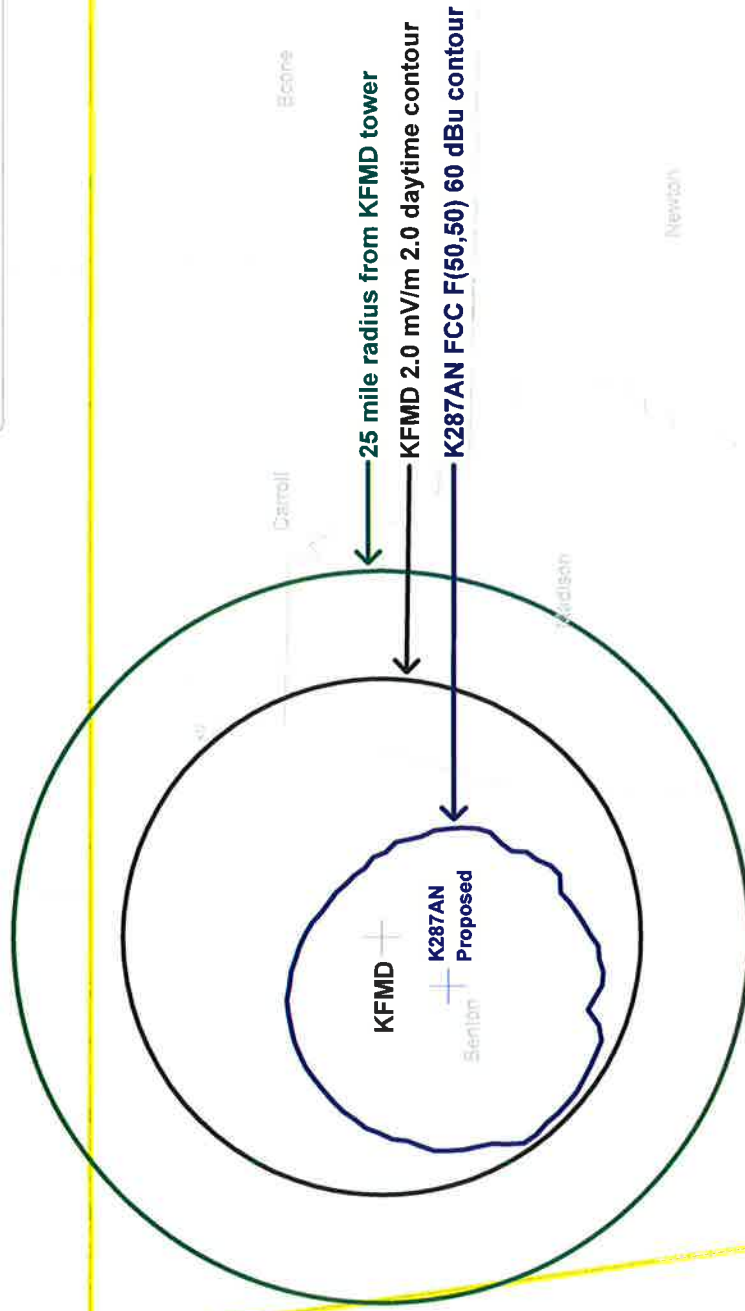
Exhibit 17-A Compliance with RF Exposure Limits & Section 106

Exhibit 17-B FM Model for Windows

**Exhibit 10**  
**Section 74.1201(g)**

Fill-in Translator - K287AN Fayetteville, AR  
 Contour map showing K287AN proposed  
 operation on Channel 287D 250 watts @  
 175 meters HAAT.

Proposed K287AN F(50,50) 60 dBu contour  
 is contained inside both the primary station  
 KFMD 2.0 mV/M daytime contour and a  
 25 mile radius from the KFMD transmit site.



KFMD  
 BL-20130206ADQ  
 Bethel Heights, AR  
 36-12-43 N. ~ 94-07-38 W. (NAD 27)  
 1340 kHz - 1.0 kW Daytime

K287AN Appl.  
 Fayetteville, AR  
 BLFT-20111012ADL  
 36-08-50 N. ~ 94-11-13 W. (NAD 27)  
 ERP: .25 kW HAAT: 175 m.  
 Frequency: 105.3 MHz  
 Channel 287D  
 RC-AMSL: 560 m.  
 Horizontal Pattern: Omni



## **EXHIBIT 12-A**

**Modify Authorized K287AN FM Translator Station  
105.3 MHz – 0.062W, Fayetteville, AR  
To  
Proposed CH 287D – 105.3 MHz – 0.250 kW, Fayetteville, AR**

**July 31, 2013**

### **TECHNICAL NARRATIVE**

This Technical narrative and attached exhibits were prepared on behalf of Don Campbell ("Campbell"), licensee of FM translator station K287AN, Facility ID No. 150321, Channel 287D, Fayetteville, Arkansas.

Campbell herein proposes to modify the facilities of K287AN by increasing the effective radiated power to 250 watts and changing the primary station. No other changes are being proposed. K287AN will remain at the licensed tower site which is associated with ASR #1038000. The proposed channel 287D facility will operate with 250 watts ERP non-directional at 146 meters height above ground level and 175 meters height above average terrain. As modified, the station will be used as a fill-in translator for KFMD(AM), 1340 kHz, Facility ID No. 160838 licensed to Bethel Heights, Arkansas. Campbell has obtained written permission from Hog Radio, Inc., the licensee of KFMD(AM), to retransmit the KFMD(AM) signal.

Exhibit 10 demonstrates compliance with Section 74.1201(G) Fill-in Translator. The proposed K287AN FCC F(50,50) 60 dBu contour is contained inside both the primary station KFMD(AM) 2.0 mV/M daytime contour and a radius extending 25 miles from the KFMD(AM) transmitter site.

Exhibit 12-B is a map showing the licensed location of K287A N is located within the Fayetteville (NW Arkansas) Arbitron Metro boundaries.

Exhibit 12-C is a detailed LPFM Preclusion Study for the proposed modification.

Campbell is providing an LPFM Preclusion Study because this minor modification Form 349 application is being filed after June 18, 2013 and as such an LPFM Preclusion Study is required. It is believed the proposed modification to K287AN is compliant with the LPFM requirements set forth in Attachment B to DA 13-283 (released February 26, 2013) and DA 13-454 (released March 18, 2013). Therefore it is believed that the proposed modification is consistent with the policies established in the Local Community Radio Act of 2010 ("LCRA").

Exhibit 13-A is a channel study using Section 73.207 separation distances for Class A FM stations. The channel study indicates a total four short spacings, based on Class A spacing. This application is short spaced to KMCK-FM, Channel 289C1, Prairie Grove, AR, KXNA, Channel 289A, Springdale, AR, KJMM Channel 287C2, Bixby, OK and KMOQ, Channel 287C3, Columbus, KS.

Exhibit 13-B shows that the proposed channel 287D interfering contour with respect to the licensed facility of KMCK-FM, Channel 289C1, Prairie Grove, AR is 131.5 dBu. The interfering contour is calculated to extend only 29 meters from the antenna and therefore does not reach the ground.

Exhibit 13-C demonstrates there is no prohibited contour overlap with KMOQ Channel 287C3, licensed to Columbus, KS.

Exhibit 13-D shows that the proposed channel 287D interfering contour with respect to the licensed facility of KXNA, Channel 285A, Springdale, AR is 118.7 dBu. The interfering contour is calculated to extend 129 from the antenna and therefore does not reach the ground.

Exhibit 13-E demonstrates there is no prohibited contour overlap with KJMM Channel 287C2, licensed to Bixby, OK.

No exhibit for Section 74.1233(a) common overlap of the FCC F(50,50) 60 dBu contours is provided because no change of facility location is being proposed.

No interference will be created with or received from any existing translator station or low power FM (LPFM) facility.

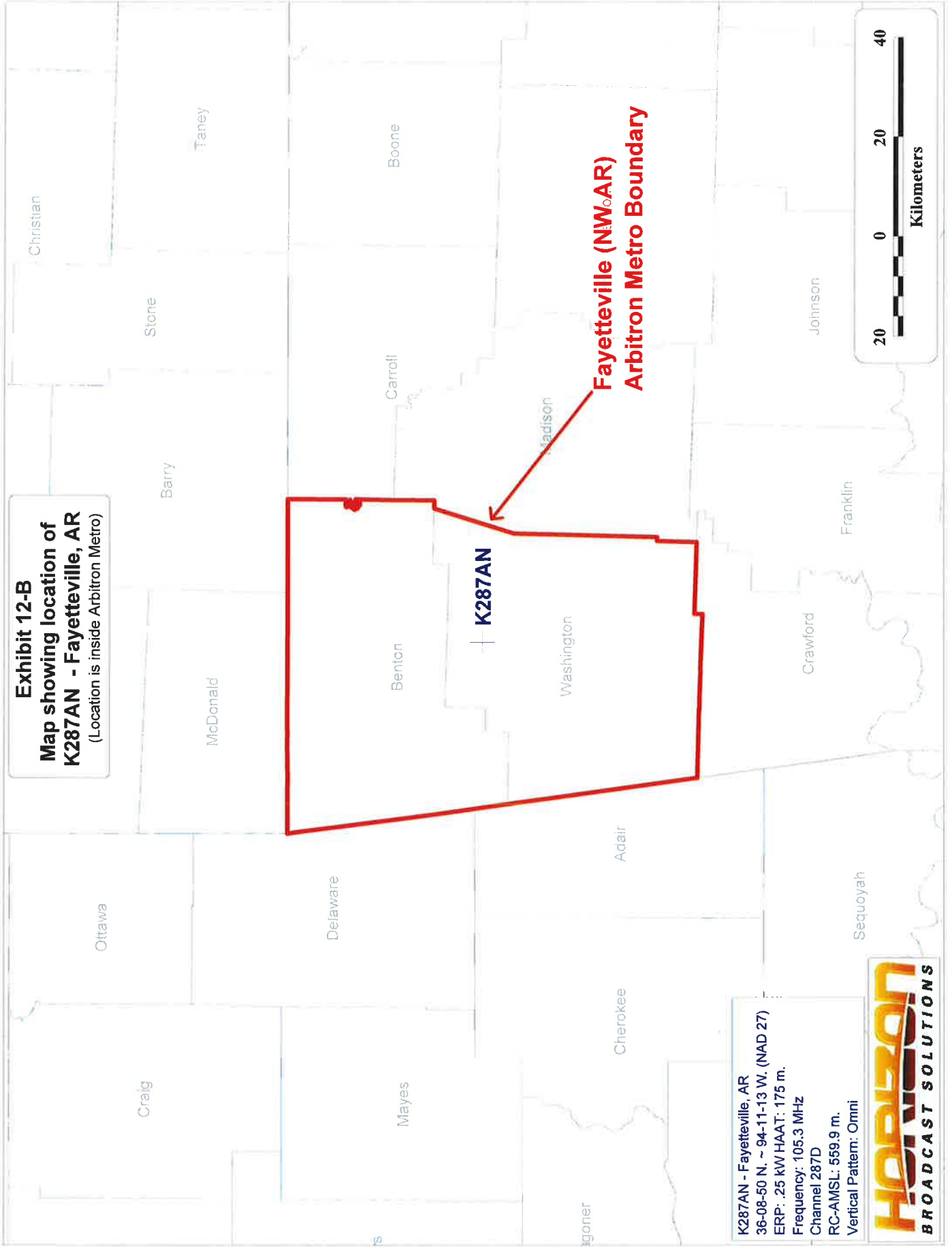
A study has been undertaken to show the proposed K287AN facility is in compliance with the Commission's radio frequency emission limits and is attached as Exhibits 17-A and 17-B.



**Exhibit 12-B**

**Map showing location of  
K287AN - Fayetteville, AR**

(Location is inside Arbitron Metro)



**K287AN - Fayetteville, AR**  
36-08-50 N. ~ 94-11-13 W. (NAD 27)  
ERP: .25 kW HAAT: 175 m.  
Frequency: 105.3 MHz  
Channel 287D  
RC-AMSL: 559.9 m.  
Vertical Pattern: Omni



## **EXHIBIT 12-C**

### **LPFM PRECLUSION STUDY K287AN Fayetteville, AR**

Coordinates: 36-08-50 N. ~ 94-11-13 W.  
Antenna Structure Registration Number: 1222501  
RC-AMSL: 560 m.  
ERP: 0.25 kW (non-directional antenna)  
HAAT: 175 m

This LPFM preclusion study is conducted on Don Campbell, licensee of FM translator K287AN ID No. 150321 at Fayetteville, Arkansas. The proposed modification site is located within the 39 km buffer zone of the Fayetteville (North West AR) market, a Spectrum Available Market.

This exhibit is provided to demonstrate compliance with the LPFM requirements set forth in Attachment B to DA 13-283 (released February 26, 2013) and DA 13-454 (released March 18, 2013).

Exhibit 1-A shows the Fayetteville (NorthWest AR) 31 x 31 Grid. The proposed construction permit modification location is within the Fayetteville (NorthWest AR) 31 x 31 LPFM grid. The proposal translator location is not within the 39 km. buffer zone of any other Arbitron Metro.

A copy of the relevant portions of the Fayetteville (NorthWest AR) LPFM Preclusion Study generated by the FCC's LPFM6 software program is attached. The channel impacted by this proposal are highlighted in yellow. As indicated on

the study, no LPFM grid points are identified on any of the channels in the study relevant to the proposed K287AN modification.

Also include are two channel studies using the FCC's LPFM Channel Finder program. The studies were conducted using the coordinates of the licensed/proposed K287AN facility. One study assumes waivers for I.F. and 3rd adjacent channels and another assumes waivers for I.F., 2nd and 3rd adjacent channels. Both studies show no availability for LPFM on the co, 1st, 2nd, and 3rd adjacent channels or the I.F. Channels of K287AN.

Exhibit 1-B shows that the licensed K287AN facility has an FCC F(50,50) 60 dBu contour that extends greater than 13.3 km. from the licensed site. Therefore the current licensed K287AN facility is entitled to the following minimum separations from LPFM applications: Co-Channel 39 km., 1st adjacent channels 28 km., and second adjacent channels 21 km.

Exhibit 1-C shows the FCC F(50,50) 60 dBu contour of the proposed K287AN modification, which also extends more than 13.3 km from the proposed site. This proposed modification is located on the same tower, at the same height above ground and using the same exact transmit antenna as the current licensed facility.

There are no LPFM facilities or pending applications within 100 km. on co, first or second adjacent channels to K287AN. Therefore it is believed that the proposed

K287AN modification is entitled to the same protections as the current licensed facility. Although this application is being filed after June 18, 2013, it meets all required protections to current and future LPFM facilities.

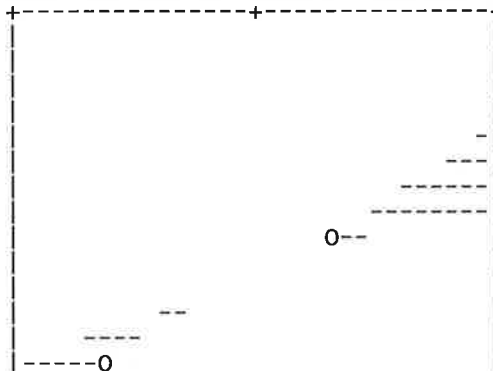
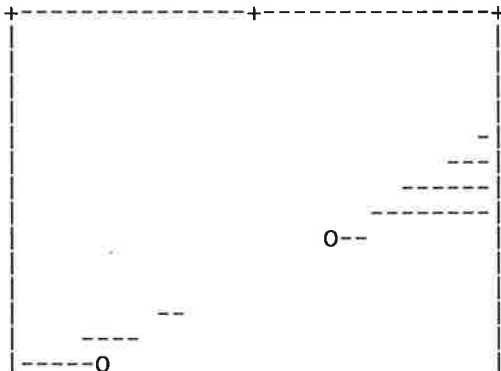
Therefore it is believed that the proposed modification for K287AN is in compliance with the requirements of the LPFM Preclusion Study as described in *"Creation of a Low Power Radio Service, Fourth Report and order and Third Order on Reconsideration, 27, FCC Rcd 3364, 3382-88 (2012)" ("Fourth Report and Order* and the LPFM requirements set forth in Attachment B to DA 13-283 (released February 26, 2013) and DA 13-454 (released March 18, 2013).

MICRO\_FAYETTEVILLENWAR07291957

Fayetteville (NW AR)  
 Latitude 36-03-45  
 Longitude 094-09-26  
 Grid Size 31 x 31  
 Micro FM 100 watts at 30m HAAT  
 Co-Channel and 1st Adjacent Protected  
 2nd Adjacent Channel Protected  
 3rd Adjacent Channel Not Protected  
 I.F. Not Protected  
 TV Channel 6 Not Protected  
 CP Records Protected  
 APP Records Protected  
 FM Translators Protected  
 TV Channel 6 Translators/LP Not Protected  
 Auc83 FX App Records Protected

Chan	Avail	Chan	Avail	Chan	Avail	Chan	Avail	Chan	Avail
200	0	220	0	240	0	260	3	280	0
201	0	221	0	241	0	261	0	281	0
202	0	222	0	242	4	262	177	282	0
203	0	223	0	243	0	263	221	283	140
204	0	224	39	244	0	264	10	284	0
205	0	225	0	245	0	265	0	285	0
206	0	226	0	246	56	266	0	286	0
207	0	227	0	247	355	267	0	287	0
208	0	228	0	248	310	268	0	288	0
209	0	229	0	249	111	269	0	289	0
210	0	230	0	250	0	270	0	290	0
211	0	231	0	251	0	271	0	291	0
212	0	232	0	252	0	272	18	292	0
213	0	233	0	253	0	273	0	293	0
214	0	234	0	254	0	274	0	294	0
215	0	235	0	255	182	275	0	295	88
216	0	236	0	256	0	276	0	296	94
217	0	237	0	257	0	277	129	297	134
218	0	238	0	258	0	278	0	298	0
219	0	239	0	259	0	279	0	299	0
								300	0
-----									
Total	2071								

Total allotments, least preclusive spacing:	38	Total allotments, most preclusive spacing:	27
Fayetteville (NW AR)	Fayetteville (NW AR)	Fayetteville (NW AR)	Fayetteville (NW AR)
Latitude 36-03-45	Latitude 36-03-45	Latitude 36-03-45	Latitude 36-03-45
Longitude 094-09-26	Longitude 094-09-26	Longitude 094-09-26	Longitude 094-09-26
Least preclusive siting	Least preclusive siting	Most preclusive siting	Most preclusive siting
Availability of Channel 224 (X)	Availability of Channel 224 (X)	Availability of Channel 224 (X)	Availability of Channel 224 (X)





## Low Power FM (LPFM) Channel Finder Results

More search options at [LPFM Channel Finder Search](#)

AM QUERY    FM QUERY    TV QUERY    TV STATION PROFILES & PUBLIC INSPECTION FILES    CDBS SEARCH    MEDIA BUREAU

Tue Jul 30 17:57:53 2013    EXCLUDES second-adjacent channel spacings  
 EXCLUDES intermediate frequency (I.F.) spacings  
 Input options:    Latitude, Longitude: 36° 8' 50", 94 11' 13"

Google Map: [5.6 km radius \(approximate 60 dBu service contour coverage\)](#)



**CONDITIONAL.** The requested latitude and longitude meet the PROPOSED LPFM spacing requirements for one or more second adjacent and/or intermediate frequency (I.F.) channels.

These proposed spacing rules are not yet in effect.

### Channels Available for LPFM LP100 Stations [Channels 201 to 300, corresponding to 88.1 to 107.9 MHz]

Channel 209	----	89.7 MHz
Channel 219	----	91.7 MHz
Channel 224	----	92.7 MHz
Channel 225	----	92.9 MHz
Channel 237	----	95.3 MHz
Channel 242	----	96.3 MHz
Channel 246	----	97.1 MHz
Channel 254	----	98.7 MHz
Channel 255	----	98.9 MHz
Channel 282	----	104.3 MHz
Channel 283	----	104.5 MHz
Channel 291	----	106.1 MHz
Channel 295	----	106.9 MHz
Channel 297	----	107.3 MHz
Channel 298	----	107.5 MHz

This analysis does not determine whether an LPFM station at this location and channel might receive interference within its 60 dBu LPFM service contour from FM broadcast stations already operating or authorized in the band from fully spaced locations. LPFM stations must accept all such interference.

Because the FM database constantly changes, there is no guarantee that channels represented as "available" will be technically acceptable at the time of application filing.

### Available Channels Interference Analysis

This section considers the acceptable LPFM-use channels listed above, and determines which of these channels will be less likely to suffer interference from existing or authorized stations. This analysis only considers spacing, and assumes that the interfering stations are operating with the [reference facilities for the FM station's class](#). While helpful, the results shown below should not take the place of a thorough analysis of all options by a broadcast consulting engineer.

- If interference is possible, the following table will contain:
- Call Sign of the interfering station
  - Channel of that station
  - Channel relationships: Same channel OR First-adjacent channel OR Second-adjacent channel

- Actual separation (in km)
- Minimum Separation for no interference within the 60 dBu contour (based on reference facilities and flat terrain)

Channel 209				
	KBHN 209	Same channel (cochannel)	112.3 km actual	178.0 km for no interference
	KOZO 209	Same channel (cochannel)	95.8 km actual	143.0 km for no interference
	KRPS 210	First-adjacent channel	141.0 km actual	142.0 km for no interference
Channel 219				
	KNEO 219	Same channel (cochannel)	84.7 km actual	119.0 km for no interference
	KARG 219	Same channel (cochannel)	127.4 km actual	143.0 km for no interference
Channel 224				
	KSYN 223	First-adjacent channel	110.9 km actual	130.0 km for no interference
	KDYN-FM 224	Same channel (cochannel)	78.1 km actual	119.0 km for no interference
Channel 225				
	KOSP 225	Same channel (cochannel)	114.2 km actual	143.0 km for no interference
	KBEZ 225	Same channel (cochannel)	171.9 km actual	193.0 km for no interference
Channel 237				
	KERX 237	Same channel (cochannel)	96.3 km actual	143.0 km for no interference
Channel 242				
	KTTG 242	Same channel (cochannel)	163.2 km actual	178.0 km for no interference
Channel 246				
	KYAL-FM 246	Same channel (cochannel)	134.1 km actual	203.0 km for no interference
Channel 254				
	KWTO-FM 254	Same channel (cochannel)	128.9 km actual	178.0 km for no interference
Channel 255				
	KMAG 256	First-adjacent channel	127.2 km actual	142.0 km for no interference
	K256BG 256	First-adjacent channel	26.6 km actual	35.0 km for no interference
Channel 282				
	KBCN-FM 282	Same channel (cochannel)	141.7 km actual	193.0 km for no interference
Channel 283				
	KMYZ-FM 283	Same channel (cochannel)	133.1 km actual	178.0 km for no interference
Channel 291				
	KTGX 291	Same channel (cochannel)	138.2 km actual	203.0 km for no interference
Channel 295				
	K295BS 295	Same channel (cochannel)	27.3 km actual	30.0 km for no interference
	KHTT 295	Same channel (cochannel)	145.9 km actual	193.0 km for no interference
	KTHS-FM 296	First-adjacent channel	66.6 km actual	67.0 km for no interference
Channel 297				
	KTHS-FM 296	First-adjacent channel	66.6 km actual	67.0 km for no interference
	KOMS 297	Same channel (cochannel)	132.5 km actual	203.0 km for no interference
Channel 298				
	KOMS 297	First-adjacent channel	132.5 km actual	142.0 km for no interference
	KOMT 298	Same channel (cochannel)	156.6 km actual	193.0 km for no interference
	KOSN 298	Same channel (cochannel)	132.8 km actual	178.0 km for no interference

A simple test for potential interference is to tune a radio to the channel or frequency under consideration, while at the proposed transmitter site. If a station can be heard, you should expect that coverage from an LPFM station may be diminished. Interference to the LPFM station could occur at some future date should the listed FM station increase its facilities to the maximums permitted for the station's class.

#### AM Stations Within 3.2 km

Use this button to check for AM stations within 3.2 km [2 miles] of the coordinates specified above. If a *nondirectional* AM station appears within **0.8** km of these coordinates, or a *directional* AM station appears within **3.2** km, the LPFM applicant is responsible for measures to protect the AM station from changes in its operation caused by the LPFM antenna-supporting tower structure. See [47 CFR 73.1692](#). LPFM applicants should be aware that remediation may be costly if it becomes necessary to mitigate the impact on the AM station.

AM Stations within 3.2 km

'No records found' indicates that the coordinates are not within 3.2 km of an AM station.

**Airports Within 8 km (5 Miles)**

The tool below allows you to check for airports within 8 km of the proposed station's coordinates. If you get a FAIL message, or if your proposed tower or supporting structure will be greater than 200 feet (61 meters) at ANY location, then you MUST obtain clearance from the FAA using [FAA Form 7460-1](#), and the FAA-approved structure must be registered with the FCC via the [Antenna Structure Registration \(ASR\)](#) system.

The [FAA's Form 7460-1](#) and FCC antenna structure registration both require coordinates in the NAD83 coordinate system. To convert from NAD27 coordinates (used for broadcast station analyses) to NAD83 coordinates, you may use the [National Geodetic Survey's](#) conversion program at: <http://www.ngs.noaa.gov/cgi-bin/nadcon.prl>.

Convert 36° 8' 50", 94° 11' 13" to NAD83

Once you have obtained the converted coordinates, copy them down and enter them into the FCC's Wireless Telecommunications Bureau's

**TOWAIR Query**

If the proposed structure does not pass the TOWAIR test, you will need to request FAA clearance and register the antenna structure with the FCC once clearance is obtained from the FAA.

**New LPFM Channel Finder Analysis?**

NAD 27 Coordinates (degrees, minutes, seconds latitude and longitude)

FM Station Latitude      FM Station Longitude  
36 8 50      94 11 13

- Results only
- Show List of Stations Considered

**Special search options:**

*Second adjacent channels:* An LPFM application must satisfy minimum distance separation requirements to stations operating on and applications proposing operations on second-adjacent channels. The *Local Community Radio Act* authorizes the Commission to waive the second-adjacent channel protection requirement and the Commission has under consideration proposed waiver standards.

*Include (more restrictive)*     *Exclude*  
*Second-adjacent channel distance separation requirements to authorized stations and pending applications*

*Intermediate Frequency (I.F.) channels:* An LPFM application must satisfy minimum distance separation requirements to stations operating on and applications proposing operations on intermediate frequency (IF) channels. The Commission has under consideration a proposal to eliminate this requirement for LPFM applications proposing operations at less than 100 watts effective radiated power.



*Include (more restrictive)*    *Exclude*  
*I.F. channel distance separation requirements to authorized stations and pending applications*



- Federal Communications Commission
- 445 12th Street SW, Washington, DC 20554
- Phone: 1-888-225-5322
- TTY: 1-888-835-5322
- Fax: 1-866-418-0232
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- Plain Writing Act
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- Engineering Technology
- General Counsel
- Inspector General
- Legislative Affairs
- Managing Director
- Media Relations
- Secretary
- Strategic Planning & Policy Analysis
- Workplace Diversity



## Low Power FM (LPFM) Channel Finder Results

More search options at [LPFM Channel Finder Search](#)

AM QUERY    FM QUERY    TV QUERY    TV STATION PROFILES & PUBLIC INSPECTION FILES    CDBS SEARCH    MEDIA BUREAU

Tue Jul 30 17:56:02 2013    EXCLUDES intermediate frequency (I.F.) spacings  
INCLUDES second-adjacent channel spacings

Input options:    Latitude, Longitude: 36° 8' 50", 94 11' 13"

Google Map: [5.6 km radius \(approximate 60 dBu service contour coverage\)](#)



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These proposed spacing rules are not yet in effect.

### Channels Available for LPFM LP100 Stations [Channels 201 to 300, corresponding to 88.1 to 107.9 MHz]

Channel 224 ---- 92.7 MHz  
Channel 255 ---- 98.9 MHz  
Channel 297 ---- 107.3 MHz

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Channel 224				
	KSYN 223	First-adjacent channel	110.9 km actual	130.0 km for no interference
	KDYN-FM 224	Same channel (cochannel)	78.1 km actual	119.0 km for no interference
Channel 255				
	KMAG 256	First-adjacent channel	127.2 km actual	142.0 km for no interference
	K256BG 256	First-adjacent channel	26.6 km actual	35.0 km for no interference

Channel 297				
KTHS-FM 296	First-adjacent channel	66.6 km actual	67.0 km for no interference	
KOMS 297	Same channel (cochannel)	132.5 km actual	203.0 km for no interference	

A simple test for potential interference is to tune a radio to the channel or frequency under consideration, while at the proposed transmitter site. If a station can be heard, you should expect that coverage from an LPFM station may be diminished. Interference to the LPFM station could occur at some future date should the listed FM station increase its facilities to the maximums permitted for the station's class.

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Convert 36° 8' 50", 94° 11' 13" to NAD83

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If the proposed structure does not pass the TOWAIR test, you will need to request FAA clearance and register the antenna structure with the FCC once clearance is obtained from the FAA.

---

**New LPFM Channel Finder Analysis?**

**NAD 27 Coordinates** (degrees, minutes, seconds latitude and longitude)

FM Station Latitude    FM Station Longitude

- Results only
- Show List of Stations Considered

**Special search options:**

*Second adjacent channels:* An LPFM application must satisfy minimum distance separation requirements to stations operating on and applications proposing operations on second-adjacent channels. The *Local Community Radio Act* authorizes the Commission to waive the second-adjacent channel protection requirement and the Commission has under consideration proposed waiver standards.

- Include (more restrictive)  Exclude

*Second-adjacent channel distance separation requirements to authorized stations and pending applications*

*Intermediate Frequency (I.F.) channels:* An LPFM application must satisfy minimum distance separation requirements to stations operating on and applications proposing operations on intermediate frequency (IF) channels. The Commission has under consideration a proposal to eliminate this requirement for LPFM applications proposing operations at less than 100 watts effective radiated power.

- Include (more restrictive)  Exclude

*I.F. channel distance separation requirements to authorized stations and pending applications*



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- Wireline Competition
- Administrative Law Judges
- Communications Business Opportunities
- Engineering Technology
- General Counsel
- Inspector General

**K287AN Appl.**

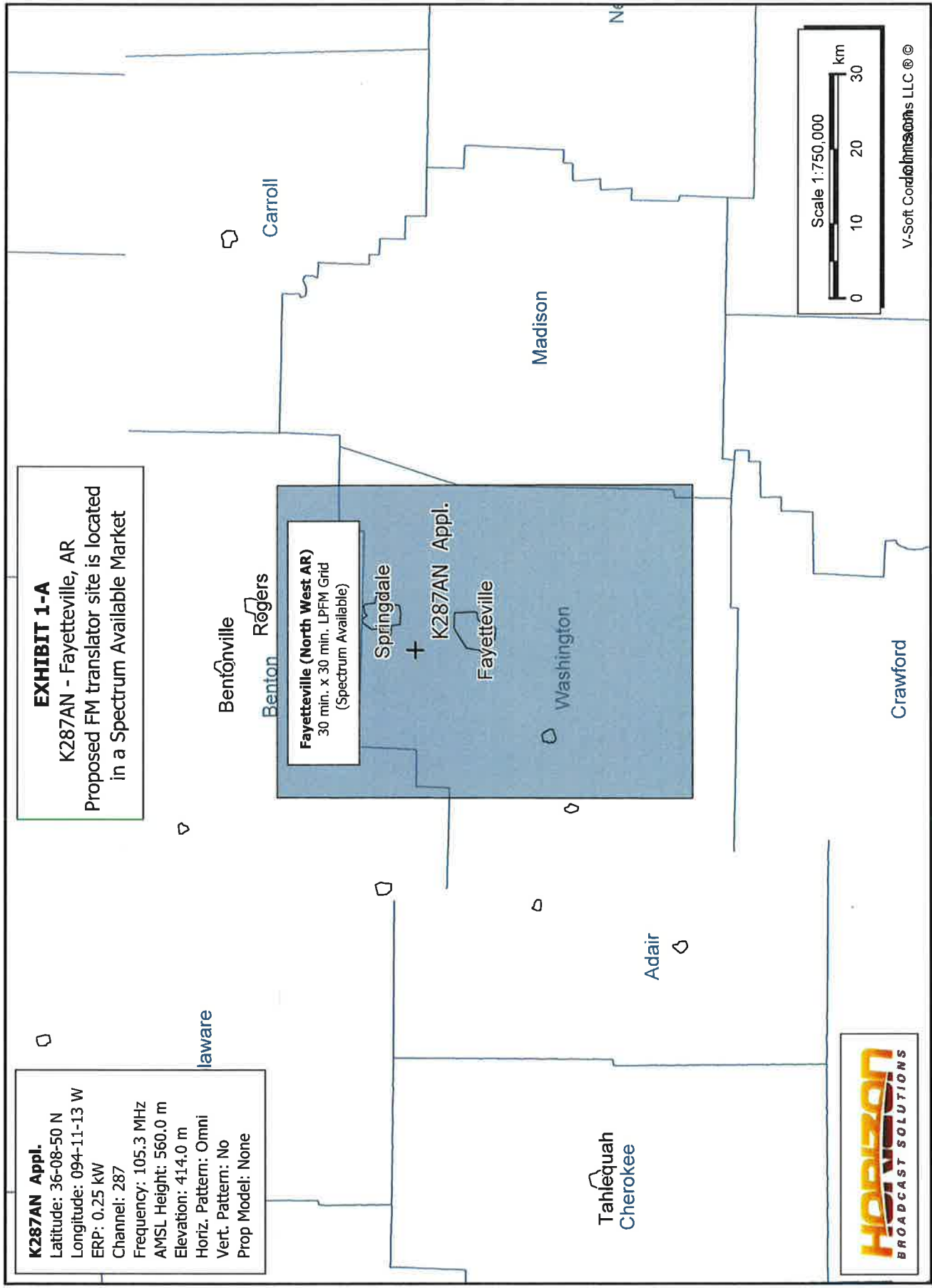
Latitude: 36-08-50 N  
Longitude: 094-11-13 W  
ERP: 0.25 kW  
Channel: 287  
Frequency: 105.3 MHz  
AMSL Height: 560.0 m  
Elevation: 414.0 m  
Horiz. Pattern: Omni  
Vert. Pattern: No  
Prop Model: None

**EXHIBIT 1-A**

**K287AN - Fayetteville, AR**  
Proposed FM translator site is located  
in a Spectrum Available Market

**Fayetteville (North West AR)**  
30 min. x 30 min. LPPM Grid  
(Spectrum Available)

**K287AN Appl.**



V-Soft Communications LLC ©

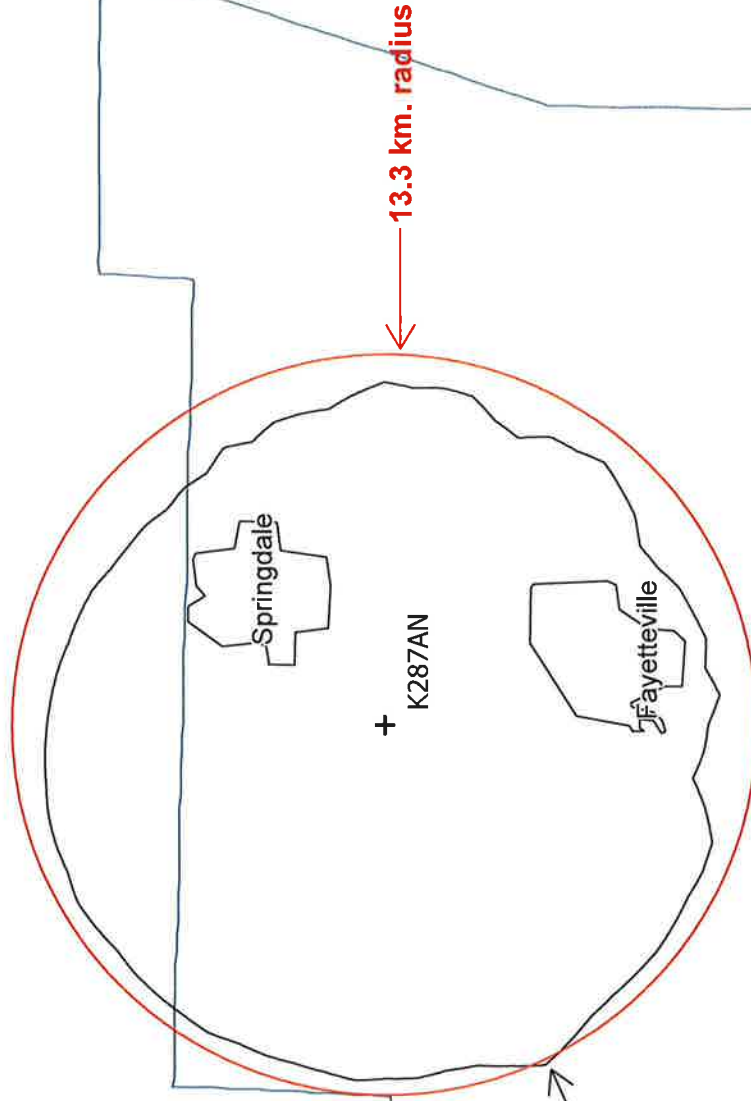
Bentonville

**K287AN**

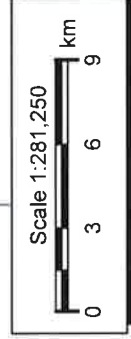
Latitude: 36-08-50 N  
Longitude: 094-11-13 W  
ERP: 0.062 kW  
Channel: 287  
Frequency: 105.3 MHz  
AMSL Height: 560.0 m  
Elevation: 414.0 m  
Horiz. Pattern: Omni  
Vert. Pattern: No  
Prop Model: None

**EXHIBIT 1-B**

K287AN - Fayetteville, AR  
(Licensed K287AN facility FCC F(50,50) 60  
dBu contour extends greater than 13.3 km.)



K287AN Licensed FCC  
F(50,50) 60 dBu contour



V-Soft Communications LLC ©

Washington

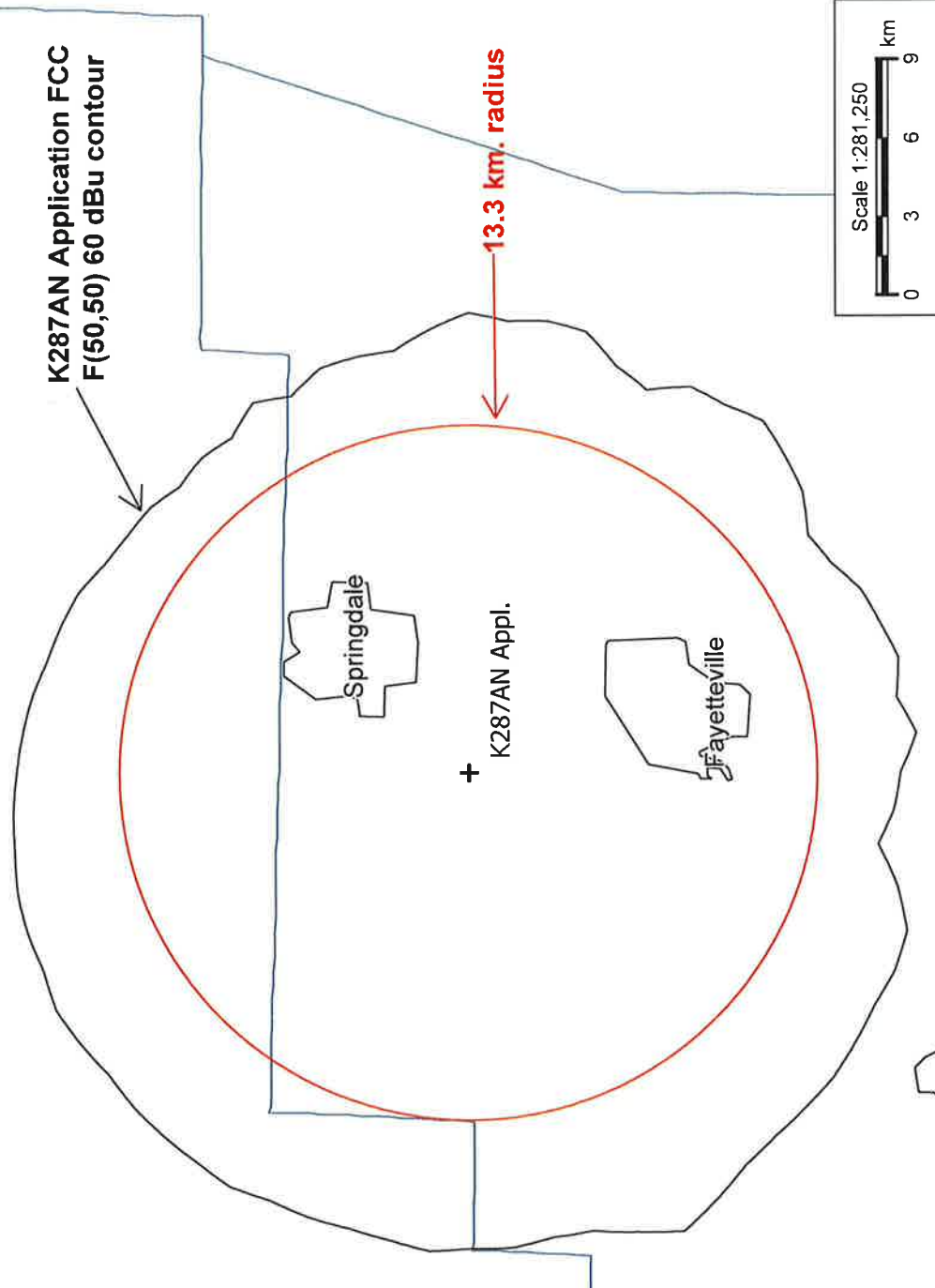


**K287AN Appl.**

Latitude: 36-08-50 N  
Longitude: 094-11-13 W  
ERP: 0.25 kW  
Channel: 287  
Frequency: 105.3 MHz  
AMSL Height: 560.0 m  
Elevation: 414.0 m  
Horiz. Pattern: Omni  
Vert. Pattern: No  
Prop Model: None

**EXHIBIT 1-C**

K287AN Appl. - Fayetteville, AR  
(Proposed K287AN facility FCC F(50,50) 60  
dBu contour extends greater than 13.3 km.)



K287AN Application FCC  
F(50,50) 60 dBu contour

13.3 km. radius



Washington

**HORIZON**  
BROADCAST SOLUTIONS

V-Soft Communications LLC ©

K287AN Class A Channel Study

REFERENCE		CLASS = A Int = A		DISPLAY DATES			
36 08 50.0 N.		Current Spacings to 3rd Adj.		DATA	07-29-13		
94 11 13.0 W.		Channel 287 - 105.3 MHz		SEARCH	07-29-13		
Call	Channel	Location		Azi	Dist	FCC	Margin
Lat.	Lng.	Ant	Power		HAAT		
K287AN	LIC 287D	Fayetteville	AR	0.0	0.0	84.5	-84.5
36 08 50.0	94 11 13.0	V	0.062 kW		175 M		
	Don Campbell		BLFT20110124ADL				
KMCK-FM	LIC 289C1	Prairie Grove	AR	293.2	10.8	74.5	-63.7
36 11 07.0	94 17 49.0	CX	100.000 kW		145 M		
	Cumulus Licensing Llc		BLH20111208CCC				
<b>NOTE: See Exhibit 13-B Section 74.1204 Contour Protection - KMCK-FM</b>							
KMOQ	LIC-N 287C3	Columbus	KS	337.2	118.0	141.5	-23.5
37 07 34.0	94 42 12.0	NCX	13.600 kW		93 M		
	American Media Investments		BLH20091002AAG				
<b>NOTE: See Exhibit 13-C Section 74.1204 Contour Protection - KMOQ</b>							
KXNA	LIC 285A	Springdale	AR	68.2	9.8	30.5	-20.7
36 10 48.0	94 05 07.0	CN	2.750 kW		148 M		
	Butler Broadcasting Compan		BLH19921113KB				
<b>NOTE: See Exhibit 13-D Section 74.1204 Contour Protection - KXNA</b>							
KJMM	LIC-N 287C2	Bixby	OK	257.9	146.0	165.5	-19.5
35 51 41.0	95 46 03.0	NCN	10.000 kW		268 M		
	Kjmm, Inc.		BLH19960606KD				
<b>NOTE: See Exhibit 13-E Section 74.1204 Contour Protection - KJMM</b>							
KXXM	CP 286A	Muldrow	OK	207.3	79.1	71.5	7.6
35 30 49.1	94 35 18.1	CX	6.000 kW		98 M		
	G2 Media Group Llc		BNPH20110630AAL				
KOMG	LIC 286C2	Willard	MO	31.8	114.2	105.5	8.7
37 01 08.0	93 30 31.0	CN	50.000 kW		150 M		
	Mw Springmo, Inc.		BLH19940602KB				
KQOR	LIC-N 287C3	Mena	AR	183.5	178.1	141.5	36.6
34 32 42.0	94 18 21.0	NC	12.500 kW		143 M		
	Ouachita Broadcasting, Inc		BLH20030702ABD				
KPFM	LIC 288C2	Mountain Home	AR	75.5	156.6	105.5	51.1
36 29 13.0	92 29 39.0	CX	19.000 kW		243 M		
	Mountain Home Radio Statio		BLH20011228AAA				
KQBK	LIC 284C2	Booneville	AR	177.2	107.0	54.5	52.5
35 11 01.0	94 07 44.0	CX	50.000 kW		150 M		
	Pharis Broadcasting, Inc,		BMLH20020306AAC				
K285CN	CP 288D	Fort Smith	AR	194.1	90.7	33.5	57.2
35 21 15.5	94 25 53.3	C	0.243 kW	0 M			
	Fred H. Baker, Jr.		BPFT20121212AAE				
K285FD	LIC 285D	Neosho	MO	347.5	83.4	25.5	57.9
36 52 51.0	94 23 28.0	C	0.250 kW		71 M		
	Community Broadcasting, In		BLFT20070522ACZ				



**Exhibit 13-B**  
**Section 74.1204**  
**Contour Protection: KMCK-FM**

K287AN Fayetteville, AR  
 Contour map showing K287AN proposed operation on Channel 287D 250 watts @ 175 meters HAAT (Omni). Interfering contour with respect to KMCK-FM does not reach the ground.

**Proposed K287AN interfering contour with respect to KMCK-FM is the F(50,10) 131.6 dBu contour.**

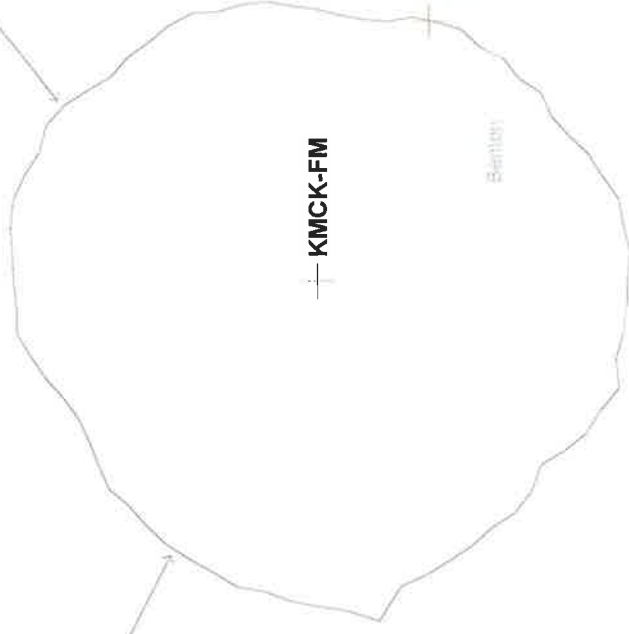
Contour extends only 29 meters from the antenna and does not reach the ground. See attached FCC FM and TV Propagation Curves Calculations results.

**KMCK-FM F(50,50) 91.6 dBu contour (contour intersects K287AN proposed transmit site.)**

**KMCK-FM**  
 Prairie Grove, AR  
 36-11-07 N. ~ 94-17-49 W. (NAD 27)  
 ERP: 100 kW HAAT: 145 m.  
 Frequency: 105.7 MHz  
 Channel 289C1  
 RC-AMSL: 519 m.  
 Horizontal Pattern: Omni

**K287AN Appl.**  
 Fayetteville, AR  
 BLFT-20111012ADL  
 36-08-50 N. ~ 94-11-13 W. (NAD 27)  
 ERP: .25 kW HAAT: 175 m.  
 Frequency: 105.3 MHz  
 Channel 287D  
 RC-AMSL: 560 m.  
 Horizontal Pattern: Omni

**FCC F(50,50) 91.6 dBu Contour**





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**FM and TV Propagations Curves Calculations**

**(202)-418-2700**

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## Results -- FM and TV Propagation Curves Calculations

Free Space equation used, not curves

### Results of Calculation

**Distance to Contour = 0.029 km**

[Back to Numeric Entries](#)

[Back to Initial Selections](#)

#### For input data from Pages 1 and 2:

ERP entered = 0.250 kW

HAAT entered = 175.00 meters

Field Strength entered = 131.600 dBu

Find the Distance to the Contour, Given a Field Strength

F(50,10) curves for interfering contours

FM and NTSC analog TV Channels 2 through 6

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Comments on this program may be referred to [Dale Bickel](#)

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Commission  
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Washington, DC 20554

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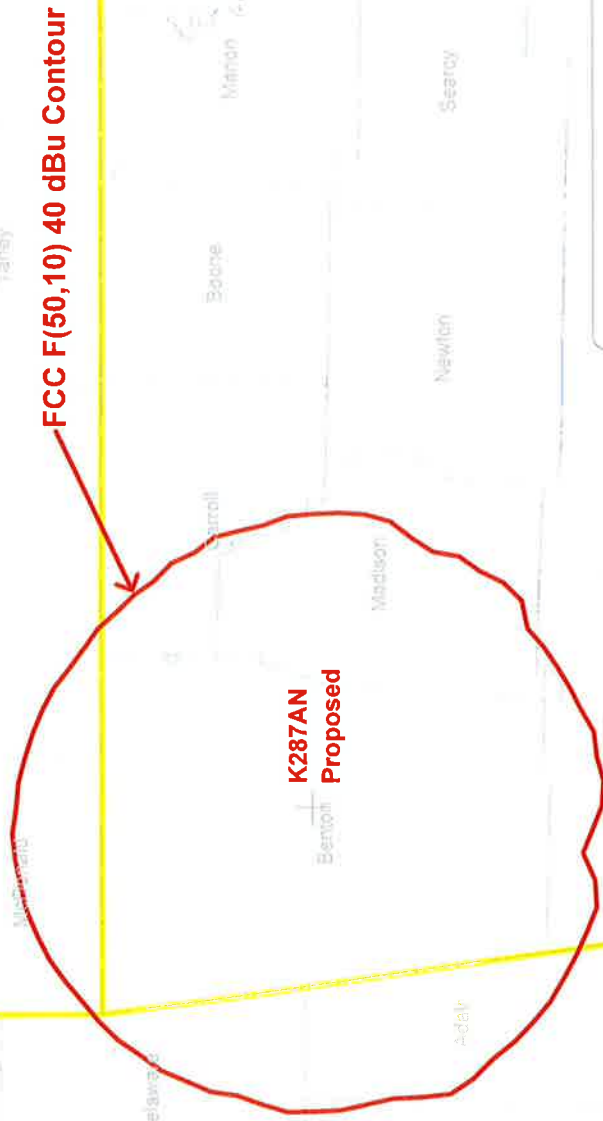
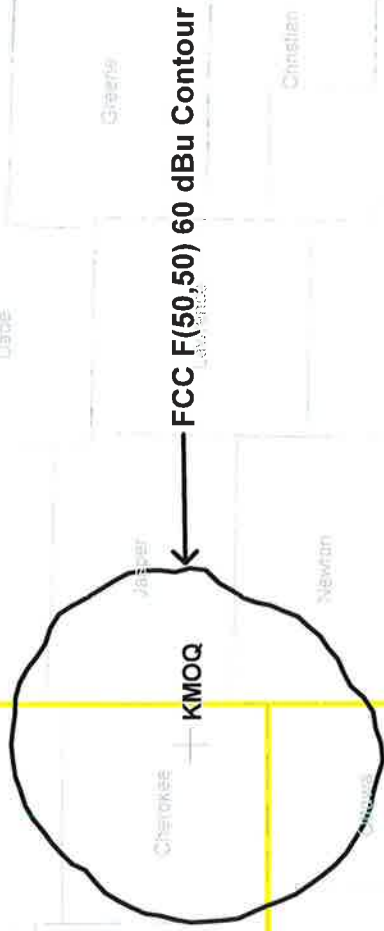
Phone: 1-888-CALL-FCC (1-888-  
225-5322)

TTY: 1-888-TELL-FCC (1-888-  
835-5322)

Fax: 1-866-418-0232

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**Exhibit 13-C**  
**Section 74.1204**  
**Contour Protection: KMOQ**



**KMOQ**  
 Columbus, KS  
 37-07-34 N. ~ 94-42-12 W. (NAD 27)  
 ERP: 13.6 kW HAAT: 93 m.  
 Frequency: 105.3 MHz  
 Channel 287C3  
 RC-AMSL: 357 m.  
 Horizontal Pattern: Omni

**K287AN Appl.**  
 Fayetteville, AR  
 BLFT-20111012ADL  
 36-08-50 N. ~ 94-11-13 W. (NAD 27)  
 ERP: .25 kW HAAT: 175 m.  
 Frequency: 105.3 MHz  
 Channel 287D  
 RC-AMSL: 560 m.  
 Horizontal Pattern: Omni



**Exhibit 13-D**  
**Section 74.1204**  
**Contour Protection: KXNA**

K287AN Fayetteville, AR  
 Contour map showing K287AN proposed operation on Channel 287D 250 watts @ 175 meters HAAT (Omni). Interfering contour with respect to KXNA does not reach the ground.

**Proposed K287AN interfering contour with respect to KXNA is the F(50,10) 118.7 dBu contour.**

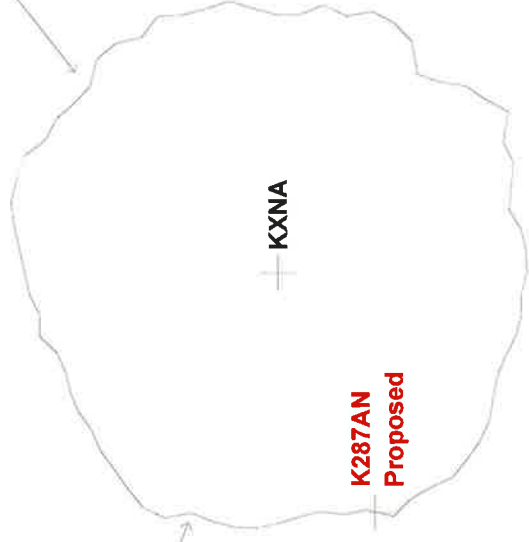
Contour extends 129 meters from the antenna and does not reach the ground. Antenna center of radiation is 146 meters AGL. See attached FCC FM and TV Propagation Curves Calculations results.

**KXNA F(50,50) 78.6 dBu contour (contour intersects K287AN proposed transmit site.)**

KXNA  
 Springdale, AR  
 36-10-48 N. ~ 94-05-07 W. (NAD 27)  
 ERP: 2.75 kW HAAT: 148 m.  
 Frequency: 105.7 MHz  
 Channel 285A  
 RC-AMSL: 539 m.  
 Horizontal Pattern: Omni

**K287AN Appl.**  
 Fayetteville, AR  
 BLFT-20111012ADL  
 36-08-50 N. ~ 94-11-13 W. (NAD 27)  
 ERP: .25 kW HAAT: 175 m.  
 Frequency: 105.3 MHz  
 Channel 287D  
 RC-AMSL: 560 m.  
 Horizontal Pattern: Omni

FCC F(50,50) 91.6 dBu Contour





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## Results -- FM and TV Propagation Curves Calculations

Free Space equation used, not curves

### Results of Calculation

**Distance to Contour = 0.129 km**

[Back to Numeric Entries](#)

[Back to Initial Selections](#)

#### For input data from Pages 1 and 2:

ERP entered = 0.250 kW

HAAT entered = 175.00 meters

Field Strength entered = 118.700 dBu

Find the Distance to the Contour, Given a Field Strength

F(50,10) curves for interfering contours

FM and NTSC analog TV Channels 2 through 6

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Comments on this program may be referred to [Dale Bickel](#)

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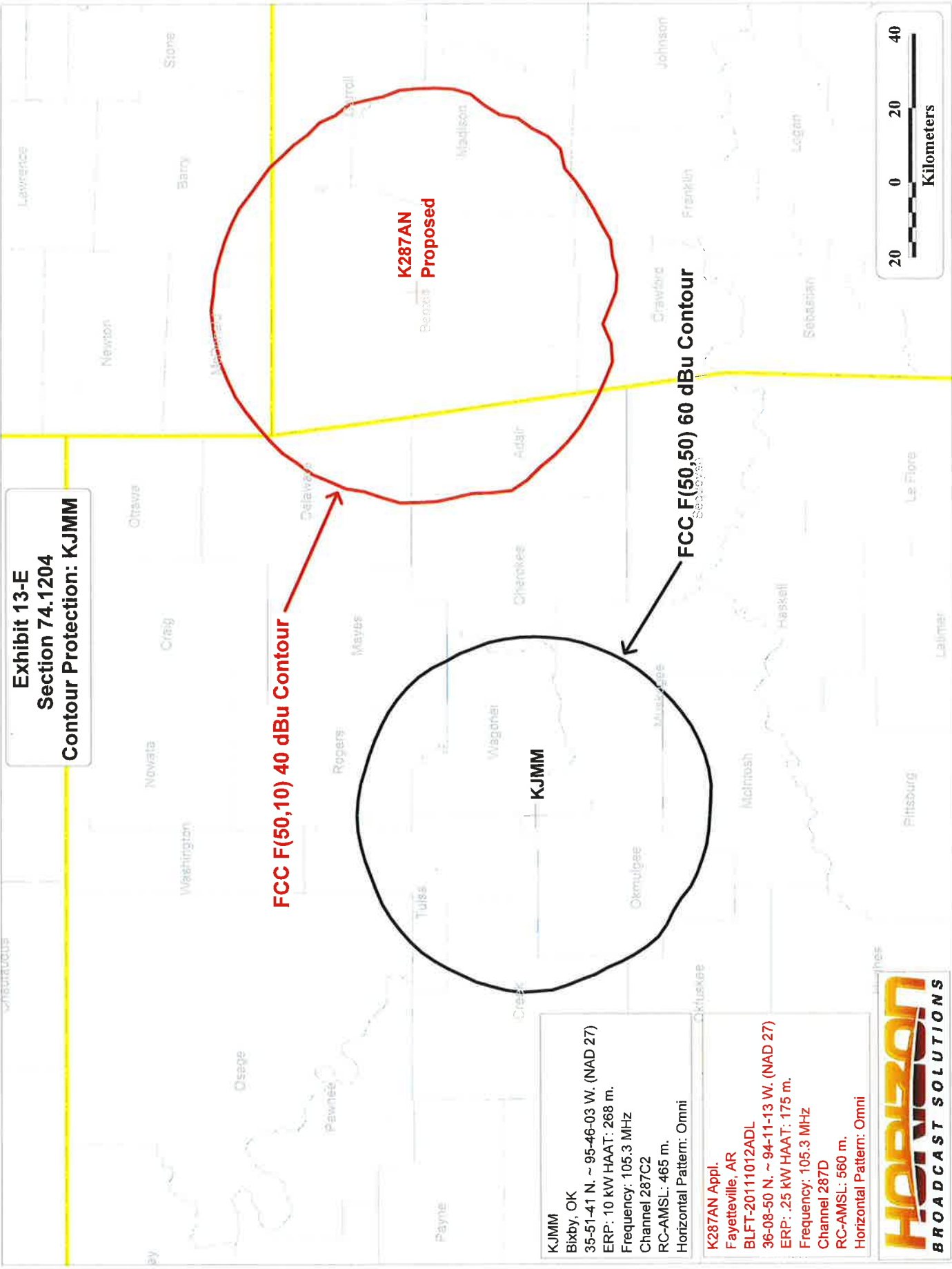
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225-5322)

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**Exhibit 13-E**  
**Section 74.1204**  
**Contour Protection: KJMM**

**FCC F(50,10) 40 dBu Contour**

**FCC F(50,50) 60 dBu Contour**

**K287AN**  
**Proposed**

**KJMM**

- KJMM**
  - Bixby, OK
  - 35-51-41 N. ~ 95-46-03 W. (NAD 27)
  - ERP: 10 kW HAAT: 268 m.
  - Frequency: 105.3 MHz
  - Channel 287C2
  - RC-AMSL: 465 m.
  - Horizontal Pattern: Omni
- K287AN Appl.**
  - Fayetteville, AR
  - BLFT-20111012ADL
  - 36-08-50 N. ~ 94-11-13 W. (NAD 27)
  - ERP: .25 kW HAAT: 175 m.
  - Frequency: 105.3 MHz
  - Channel 287D
  - RC-AMSL: 560 m.
  - Horizontal Pattern: Omni



# **EXHIBIT 17-A**

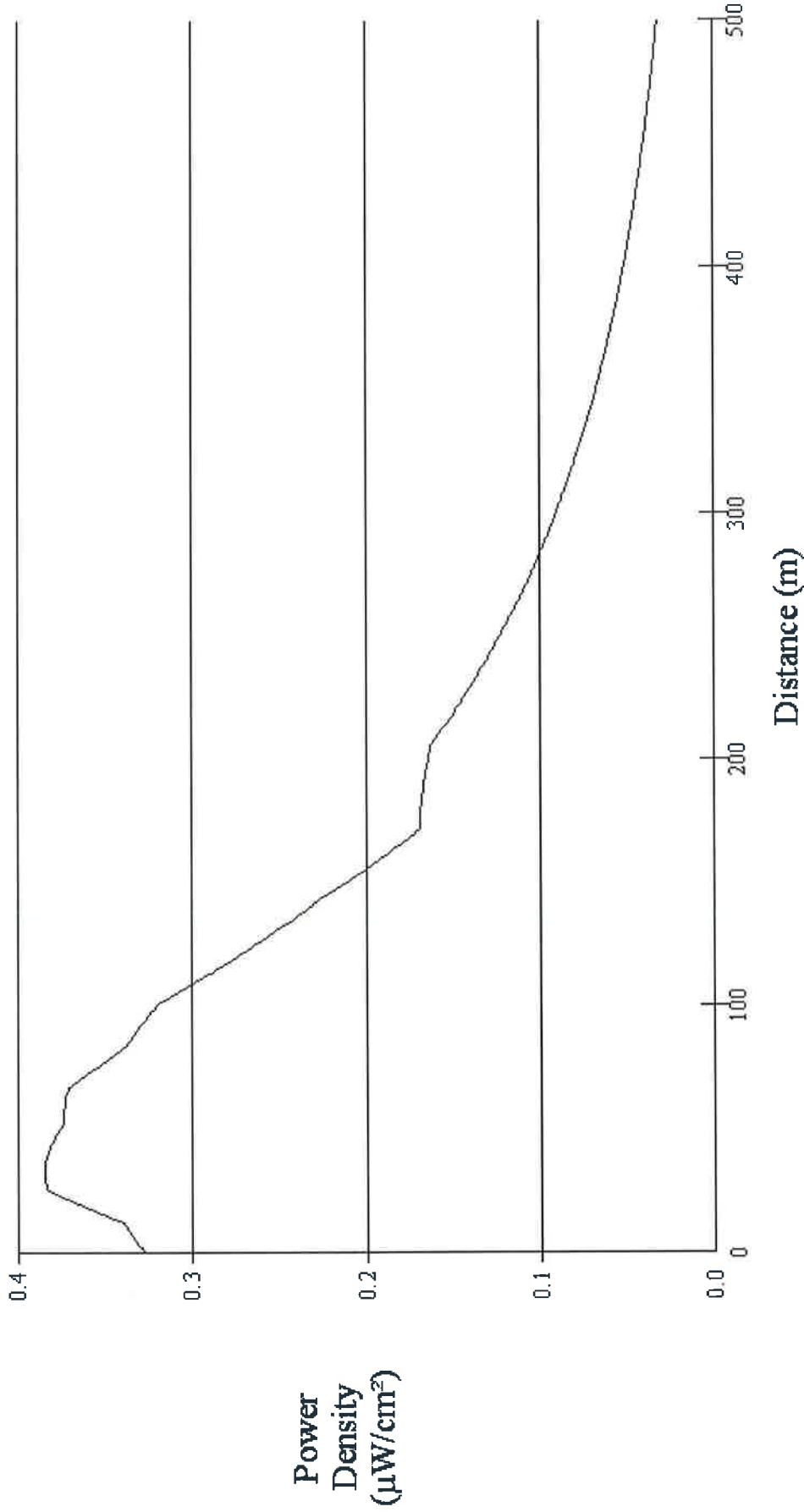
## **Human Exposure to Radiofrequency Electromagnetic Field & Section 106 Compliance (Environmental)**

A study has been made to determine whether this proposal is in compliance with 47 C.F.R. 1.1307 of the Commission's rules and with OET Bulletin #65, dated August 1997, regarding human exposure to radio frequency radiation in the vicinity of broadcast towers. Don Campbell, licensee of FM translator W287AN seeks to modify the license of K287AN (Facility ID# 150321) licensed to Fayetteville, AR by increasing the effective radiated power to 250 watts non-directional. The transmitting site will continue to be an existing tower 151.5 meters in overall height registered with the FCC's Antenna Structure Registration (ASR) #1038000. The tower is located at 36° 08' 50" N ~ 94° 11' 13" W (NAD 27). No modifications to the tower are being proposed. Therefore it is believed that this proposed facility is exempt from a Section 106 review by the SHPO/THPO. K287AN will operate on Channel 287D (105.3 MHz) with 250 watts ERP with the antenna center of radiation at 146 meters above ground level and 175 meters HAAT. The use of existing transmitting locations has been characterized as being environmentally preferable by the Commission, according to Note 1 of § 1.1306 of the FCC Rules.

The proposed operation was evaluated for human exposure to RF energy using the procedures outlined in the Commission's OET Bulletin Number 65. The proposed FM transmit antenna is a PSI FMLV-1, one bay vertically polarized antenna. This antenna is not included in the Commission's FM Model for Windows program. Therefore the FCC FM Model Program shows a worst case scenario by using the Phelps-Dodge "Ring-Stub" or dipole (EPA) antenna. Using this antenna, the maximum calculated signal density near the tower at two meters above ground level attributable to the proposed facility is 0.3839  $\mu\text{W}/\text{cm}$  at 33 meters, which is 0.192 percent of the general population/uncontrolled maximum permitted exposure limit. This is well below the five percent threshold limit described in 1.1307(b) regarding sites with multiple emitters, which excludes applicant from responsibility for taking any corrective action in areas where the proposal's contribution is less than five percent.

The applicant will see that signs are posted in the vicinity of the tower, warning of potential radio frequency hazards at the site. The applicant will cooperate with other users of the tower to reduce power of the facility, or discontinue operation, as necessary to limit human exposure to levels less than specified by the Federal Communications Commission should anyone be required to climb the tower for maintenance or inspection.

# Power Density vs Distance



-Office of Engineering and Technology

Distance (m):  Antenna Type:

Horizontal ERP (W):  Number of Elements:

Vertical ERP (W):  Element Spacing:

Antenna Height (m):





# Fee Filer

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Logged in as: Hog Radio, Inc. (0017879727) [[Log Out](#)]

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## Final Review

Review the total amount due before you click Continue to electronically file your fees. You must click "Continue" to pay online or print a Form 159-E.

**Total Amount Due: \$635.00**

### Payer FRN

Specify the FRN to display on Form 159 as the payer FRN.

- Use current FRN, 0017879727
- Use alternate FRN (please specify below)

Alternate FRN:

Password:

### Contact Information (Optional)

This information is used to contact you should a problem arise with your payment submission. By providing your e-mail address, you will receive an e-mail confirmation when the FCC processes your payment. Review the [Privacy Notice](#).

Contact Name:

Phone Number:  Ext:

E-mail:

By clicking continue, you are certifying under penalty of perjury that the foregoing and supporting information is true and correct to the best of your knowledge, information and belief.

**!** You can review your fee details before paying by clicking the "Review Fee Details" button. If you are not satisfied with your fee details or total amount due, click the "Back" button and edit your fees; otherwise, click the "Continue" button to confirm submission and file information about your fee obligations. You may then continue to pay.

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**Financial Operations Help Desk: (877) 480-3201, option 4 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)**

Fee Filer has a dedicated staff of customer service representatives standing by to answer your questions or concerns.  
You can email us at [arinquiries@fcc.gov](mailto:arinquiries@fcc.gov).



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### Submission Confirmation

**!** You successfully filed your application fee obligation. The Remittance ID associated with this filing is **2276874**.

Filing and paying regulatory fees are two separate transactions. You have not yet paid your regulatory fee obligation. Click Continue to pay online or print Form 159-E. If you choose to mail your payment to the FCC rather than pay online, you must print and include Form 159-E with your payment. To use Fee Filer to pay at a later time, you will need to return to the Regulatory Fee Manager Filing & Payment History tab.

**Total Amount: \$635.00**

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You can email us at [arinquiries@fcc.gov](mailto:arinquiries@fcc.gov).



Online Payment

[Return to your originating application](#)

Step 2: Authorize Payment

1 | 2

Payment Summary [Edit this information](#)

Address Information	Account Information	Payment Information
<b>Account Holder Name:</b> Hog Radio, Inc. 111 Westwood <b>Billing Address:</b> Dr <b>Billing Address 2:</b> City: DeQueen <b>State / Province:</b> AR <b>Zip / Postal Code:</b> 71832 <b>Country:</b> USA	<b>Card Type:</b> Master Card <b>Card Number:</b> *****7789	<b>Payment Amount:</b> \$635.00 <b>Transaction Date</b> 02/06/2013 <b>and Time:</b> 14:15 EST

Email Confirmation Receipt

To have a confirmation sent to you upon completion of this transaction, provide an email address and confirmation below.

Email Address:

Confirm Email Address:

CC:

*Separate multiple email addresses with a comma*

Authorization and Disclosure

Required fields are indicated with a red asterisk \*

I authorize a charge to my card account for the above amount in accordance with my card issuer agreement.  \*

Press the "Submit Payment" Button only once. Pressing the button more than once could result in multiple transactions.

**Note:** Please avoid navigating the site using your browser's Back Button - this may lead to incomplete data being transmitted and pages being loaded incorrectly. Please use the links provided whenever possible.



## Electronic Form 159

### Payment Confirmation

Your transaction has been approved. For your records, please note the following:

<b>AGENCY TRACKING ID:</b>	<b>PGC2276874</b>
<b>AUTHORIZATION NUMBER :</b>	<b>T8485B</b>
<b>AMOUNT PAID :</b>	<b>\$635.00</b>

[PRINT FORM 159](#)

[CLOSE](#)

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[FCC Home Page](#)

If you have any questions or concerns please contact your licensing system help desk.

**Agency Tracking ID: PGC2276874 Authorization  
Number: T8485B  
Successful Authorization -- Date Paid: 2/6/13  
FILE COPY ONLY!!**

READ INSTRUCTIONS CAREFULLY BEFORE PROCEEDING  (1) LOCKBOX #979089	FEDERAL COMMUNICATIONS COMMISSION <b>REMITTANCE ADVICE</b> FORM 159 PAGE NO 1 OF 1	APPROVED BY OMB 3060-059 SPECIAL USE FCC USE ONLY
<b>SECTION A - Payer Information</b>		
(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card) <b>Hog Radio, Inc.</b>		(3) TOTAL AMOUNT PAID (dollars and cents) <b>\$635.00</b>
(4) STREET ADDRESS LINE NO. 1 <b>111 Westwood Dr</b>		
(5) STREET ADDRESS LINE NO. 2		
(6) CITY <b>DeQueen</b>	(7) STATE <b>AR</b>	(8) ZIP CODE <b>71832</b>
(9) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) <b>870-6423637</b>		(10) COUNTRY CODE (IF NOT IN U.S.A.) <b>US</b>
<b>FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED</b>		
(11) PAYER (FRN) <b>0017879727</b>		(12) FCC USE ONLY
<b>IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)</b>		
(13) APPLICANT NAME <b>Hog Radio, Inc.</b>		
(14) STREET ADDRESS LINE NO. 1 <b>111 Westwood Dr</b>		
(15) STREET ADDRESS LINE NO. 2		
(16) CITY <b>DeQueen</b>	(17) STATE <b>AR</b>	(18) ZIP CODE <b>71832</b>
(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) <b>870-6423637</b>		(20) COUNTRY CODE (IF NOT IN U.S.A.) <b>US</b>
<b>FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED</b>		
(21) APPLICANT (FRN) <b>0017879727</b>		(22) FCC USE ONLY
<b>COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET</b>		

(23A) FCC Call Sign/Other ID <b>KFMD</b>	(24A) Payment Type Code(PTC) <b>MMR</b>	(25A) Quantity <b>1</b>
(26A) Fee Due for (PTC) <b>\$635.00</b>	(27A) Total Fee <b>\$635.00</b>	FCC Use Only
(28A) FCC CODE 1 <b>160838</b>	(29A) FCC CODE 2 <b>AR,BETHELHEIGHTS</b>	

(23B) FCC Call Sign/Other ID	(24B) Payment Type Code(PTC)	(25B) Quantity
(26B) Fee Due for (PTC)	(27B) Total Fee	FCC Use Only
(28B) FCC CODE 1	(29B) FCC CODE 2	



## Fee Filer

Report for Submitted Fees

### Report for Submitted Fees

Report Date : 02/06/2013 02:18:19



- The FCC has not yet received payment for the fees reflected in this report. [Click here to continue to pay online or print your Form 159-E.](#)
- If paying regulatory fees by check, money order, credit card by mail or fax, or through a wire transfer from your bank to the FCC lockbox bank, proceed to the Payment Summary page to view and print the Form 159-E Remittance Voucher. All payments must include the Form 159-E Remittance Voucher generated by Fee Filer, which includes the voucher number associated with your transaction.

**Payer FRN : 0017879727**

**Payer Name :Hog Radio, Inc.**

**PRINT**

**Remittance ID: 2276874**

**Amount filed : \$635.00**

Licensee : Hog Radio, Inc. (FRN: 0017879727)							
Call Sign	P T C	Quantity	Amount	FCC Code 1	FCC Code 2	Bill Number	Late Fees
KFMD	MMR	1	\$635.00	160838	AR, BETHEL HEIGHTS	N/A	\$0.00
<b>Total:</b>	*****	<b>1</b>	<b>\$635.00</b>	*****	*****	*****	<b>\$0.00</b>

**CLOSE**

**PRINT**

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**Financial Operations Help Desk: (877) 480-3201, option 4 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)**

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## Denise Branson

---

**From:** paygovadmin@mail.doc.twai.gov  
**Sent:** Wednesday, February 06, 2013 2:16 PM  
**To:** Denise Branson  
**Subject:** Pay.gov Payment Confirmation: Remittance Advice

Your payment has been submitted to Pay.gov and the details are below. If you have any questions regarding this payment, please contact FCC Financial Operations Group Help Desk at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov) at 877-480-3201 option 4.

Application Name: Remittance Advice  
Pay.gov Tracking ID: 259GRA1G  
Agency Tracking ID: PGC2276874  
Transaction Type: Sale  
Transaction Date: Feb 6, 2013 2:16:01 PM

Account Holder Name: Hog Radio, Inc.  
Transaction Amount: \$635.00  
Billing Address: 111 Westwood Dr  
City: DeQueen  
State/Province: AR  
Zip/Postal Code: 71832  
Country: USA  
Card Type: MasterCard  
Card Number: \*\*\*\*\*7789

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.



**FCC MB - CDBS Electronic Filing**  
**Application Reference Number: 20151023AID**  
**Successfully filed at Oct 23 2015 2:56PM**

**A Fee Payment is Required for this application. The Total Fee is \$1050.**

You can use the FCC's Electronic Form 159 System to pay electronically and/or to print out an appropriate Form 159. Press the button below now or return to this screen later by pressing the "Pay Fee" button on the CDBS Main Menu/ Informal Menu. See the [CDBS User's Guide](#) for more information about fee payment.

[Electronic Form 159](#)

[Return to Main Menu](#)

[Logout](#)

Payment must be received by US Bank within 14 (calendar) days of the date that the application is officially received by the Media Bureau's electronic filing system (indicated by the reference number above). This deadline applies to any payment submission method (electronic or via a paper check). If payment is not received in time, the filed application will be considered to be **not paid** and will therefore not be processed by the MB.

Federal Communications Commission Washington, D.C. 20554  <p style="text-align: center;"><b>FCC 314</b></p>	Approved by OMB 3060-0031 (June 2014)	FOR FCC USE ONLY  FOR COMMISSION USE ONLY FILE NO. - 20151023AID
Read INSTRUCTIONS Before Filling Out Form		

**Section I - General Information**

1. Legal Name of the Licensee/Permittee HOG RADIO, INC.		
Mailing Address 111 WESTWOOD DRIVE		
City DEQUEEN	State or Country (if foreign address) AR	Zip Code 71832 -
Telephone Number (include area code) 8706423637		E-Mail Address (if available) JAYBUNYARD@HOTMAIL.COM
FCC Registration Number: 0017879727	Call Sign KFMD	Facility ID Number 160838
2. Contact Representative (if other than licensee/permittee) FRANK R. JAZZO, ESQ.		
Mailing Address 1300 NORTH 17TH STREET 11TH FLOOR		
City ARLINGTON	State or Country (if foreign address) VA	ZIP Code 22209 -
Telephone Number (include area code) 7038120400		E-Mail Address (if available) JAZZO@FHHLAW.COM
3. Legal Name of the Assignee PERRY BROADCASTING OF ARKANSAS, INC.		
Mailing Address 1457 NE 23RD		
City OKLAHOMA CITY	State or Country (if foreign address) OK	ZIP Code 73111 -
Telephone Number (include area code) 4054254100		E-Mail Address (if available)
4. Contact Representative (if other than assignee) KATHLEEN VICTORY		
Mailing Address 1300 N. 17TH STREET 11TH FLOOR		
City ARLINGTON	State or Country (if foreign address) VA	Zip Code 22209 -

Telephone Number (include area code) 7038120400	E-Mail Address (if available) VICTORY@FHHLAW.COM
<p>5. 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)</p>	
<p>6. <b>Purpose of Application:</b>  <input checked="" type="radio"/> Assignment of license  <input type="radio"/> Assignment of construction permit  <input type="radio"/> Amendment to pending application                  File number of pending application: -                  If an amendment, <b>submit as an Exhibit</b> a listing by Section and Question Number of the portions of [Exhibit 1]                  the pending application that are being revised.</p>	
<p>7. 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)? [Exhibit 2]                  If yes, list pertinent authorizations in an Exhibit. <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	
<p>8. a. Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>b. If yes to 8(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system? <input type="radio"/> Yes <input type="radio"/> No                  If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the holding period requirements of 47 C.F.R. Section 73.7005(a). [Exhibit 3]</p> <p>c. LPFM Licenses Only: Has the assignor held the station license and operated the station for at least three years? <input type="radio"/> Yes <input type="radio"/> No  <input checked="" type="radio"/> N/A</p>	
<p>9. a. Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>b. If yes to 9(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant? <input type="radio"/> Yes <input type="radio"/> No</p> <p>c. If no to 9(b), do both the assignor/transferor and assignee/transferee qualify for the Tribal Priority in all respects? <input type="radio"/> Yes <input type="radio"/> No                  [Exhibit 4]                  If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the established Tribal Priority holding period restrictions, or that the policy should be waived.</p>	

**Section II - Assignor**

<p>1. <b>Certification.</b> 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.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------

2.	<p><b>Authorizations to be Assigned.</b> List the authorized stations and construction permits to be assigned. 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. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.</p> <p>[Enter Station Information]</p> <hr/> <p>List the authorized stations and construction permits to be assigned. 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. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.</p> <table border="1" data-bbox="186 514 1209 661"> <thead> <tr> <th>Facility ID Number</th> <th>Call Sign</th> <th>or Construction Permit File Number</th> <th>City</th> <th>State</th> </tr> </thead> <tbody> <tr> <td>160838</td> <td>KFMD</td> <td>-</td> <td>BETHEL HEIGHTS</td> <td>AR</td> </tr> </tbody> </table>	Facility ID Number	Call Sign	or Construction Permit File Number	City	State	160838	KFMD	-	BETHEL HEIGHTS	AR	
Facility ID Number	Call Sign	or Construction Permit File Number	City	State								
160838	KFMD	-	BETHEL HEIGHTS	AR								
3.	<p><b>Agreements for Sale of Station.</b> Licensee/permittee certifies that:</p> <p>a. it has placed in its public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the sale of the station(s);</p> <p>b. these documents embody the complete and final understanding between licensee/permittee and assignee; and</p> <p>c. these agreements comply fully with the Commission's rules and policies.</p> <p><b>Exhibit Required</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 5]</p>										
4.	<p><b>Other Authorizations.</b> List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.</p>	<p><input type="checkbox"/> N/A [Exhibit 6]</p>										
5.	<p><b>Character Issues.</b> Licensee/permittee certifies that neither licensee/permittee 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 any party to the application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]</p>										
6.	<p><b>Adverse Findings.</b> Licensee/permittee certifies that, with respect to the licensee/permittee and each 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 governmental unit; or discrimination.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 8]</p>										
7.	<p><b>Local Public Notice.</b> Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>										
8.	<p><b>Auction Authorization.</b> Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 9]</p>										
9.	<p><b>Anti-Drug Abuse Act Certification.</b> 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.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>										
10.	<p><b>Anti-Discrimination Certification.</b> 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 AM, FM, TV, Class A TV or international broadcast stations.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in</p>										

[Exhibit 10]

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 JAY W. BUNYARD	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 10/23/2015

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 - Assignee**

1. <b>Certification.</b> Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee 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. Assignee is: <input type="radio"/> an individual <input type="radio"/> a general partnership <input checked="" type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input type="radio"/> other	
a. If "other", describe nature of applicant in an Exhibit.	[Exhibit 11]
b. Radio Station applicants only: If the station(s) being assigned is noncommercial educational or LPFM, the assignee certifies that the Commission had previously granted a broadcast application, identified here by file number, that found this assignee qualified as a noncommercial educational entity with a qualifying educational program, and that the assignee will use the station(s) to advance a program similar to that the Commission has found qualifying in the assignee's previous application.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A FCC File Number
c. Radio Station applicants only: Proposed assignees of noncommercial educational or LPFM stations that answered "No" to Question 2(b) must include an exhibit that describes the assignee's educational objective and how the station will be used to advance an educational program that will further that objective according to 47 C.F.R. Section 73.503 (for radio applicants), 47 C.F.R. Section 853 (for LPFM applicants).	[Exhibit 12]
3. <b>Agreements for Sale of Station.</b> Assignee certifies that: a. the written agreements in the licensee/permittee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale of the station(s) which are to be assigned; and b. these agreements comply fully with the Commission's rules and policies.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 13]
4. <b>Parties to the Application.</b> a. List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary.	

- (1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.
- (2) Citizenship.
- (3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's **equity/debt plus** standard., etc.
- (4) Percentage of votes.
- (5) Percentage of total assets (debt plus equity).

[Enter Parties/Owners Information]

**4a. Parties to the Application**

List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity.

- (1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.
- (2) Citizenship.
- (3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's **equity/debt plus** standard., etc.
- (4) Percentage of votes.
- (5) Percentage of total assets(debt plus equity).

(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
PERRY BROADCASTING OF ARKANSAS, INC., 1457 NE 23RD, OKLAHOMA CITY, OK	US	ASSIGNEE	0	0

(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
RUSSELL M. PERRY TRUST, RUSSELL M. PERRY, TRUSTEE, 1457 NE 23RD, OKLAHOMA CITY, OK	US	SOLE SHAREHOLDER	100	100

or [Exhibit 14]

b. Assignee certifies that equity interests not set forth above are non-attributable.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  See Explanation in [Exhibit 15]
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5. <b>Other Authorizations.</b> List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.	<input type="checkbox"/> N/A [Exhibit 16]
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6. <b>Multiple Ownership.</b>	
a. Is the assignee or any party to the application the holder of an attributable radio or television joint sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application?	<input type="radio"/> Yes <input checked="" type="radio"/> No  [Exhibit 17]

<p>If "Yes," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.</p>	
<p>b. Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.</p> <p>AM and/or FM Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).</p> <p><b>All applicants:</b> If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>[Exhibit 18]</p>
<p>c. Assignee certifies that the proposed assignment:</p> <ol style="list-style-type: none"> <li>1. does not present an issue under the Commission's policies relating to media interests of immediate family members;</li> <li>2. complies with the Commission's policies relating to future ownership interests; and</li> <li>3. complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.</li> </ol>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 19]</p>
<p>d. Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds (1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or (2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or (3) more than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?</p> <p><b>All applicants:</b> If "Yes," submit as an Exhibit a detailed showing demonstrating proof of status as an eligible entity.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>See Explanation in [Exhibit 20]</p>
<p>e. Does this assignment include a grand-fathered cluster of stations?</p> <p><b>All applicants:</b> If "Yes", applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to:</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p>A. An Eligible Entity (as defined in Item 6d, above).</p> <p>B. An Irrevocable Trust that will assign the station(s) to an Eligible Entity.</p> <p><b>All applicants:</b> If "Yes" to Item 6e A or B: Submit as an Exhibit a copy of the form of irrevocable trust agreement providing for the assignment of the station(s) to an Eligible Entity.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 21]</p>
<p>7. <b>Character Issues.</b> Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with:</p> <ol style="list-style-type: none"> <li>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or</li> <li>b. any pending broadcast application in which character issues have been raised.</li> </ol>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 22]</p>
<p>8. <b>Adverse Findings.</b> Assignee certifies that, with respect to the assignee and each 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 governmental unit; or discrimination.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 23]</p>

9.	<b>Alien Ownership and Control.</b> Assignee 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 24]
10.	<b>Financial Qualifications.</b> Assignee 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 25]
11.	<b>Program Service Certification.</b> Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	<b>Auction Authorization.</b> Assignee 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.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 26]
13.	<b>Anti-Drug Abuse Act Certification.</b> Assignee 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.	<input checked="" type="radio"/> Yes <input type="radio"/> No
14.	<b>Equal Employment Opportunity (EEO).</b> 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.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

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.)

Typed or Printed Name of Person Signing RUSSELL M. PERRY	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 10/22/2015

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**

**Exhibit 5**

**Description:** AGREEMENT FOR SALE OF STATION

**Attachment 5**

Description
<u>Asset Purchase Agreement</u>
<u>Escrow Agreement</u>

**Exhibit 6**



**Description: OTHER AUTHORIZATIONS**

IN ADDITION TO KFMD(AM), HOG RADIO, INC. IS ALSO THE LICENSEE OF FM STATIONS KCYT, FAYETTEVILLE, AR (FAC. ID 51098) AND KFMD-FM, GREENLAND, AR (FAC. ID 88358), AM STATION KUOA, SILOAM SPRINGS, AR (FAC. ID 35729), AND FM TRANSLATOR K250AX, SILOAM SPRINGS, AR (FAC. ID 15464).

JAY WALLACE BUNYARD AND TERESA SHARON BUNYARD HAVE ATTRIBUTABLE INTERESTS IN THE FOLLOWING ENTITIES:

CARROLL COUNTY BROADCASTING, INC., THE LICENSEE OF KAKS(FM), GOSHEN, AR (FAC. ID 69858), KTHS(AM), GREEN FOREST, AR (FAC. ID 35668), AND KTHS-FM, BERRYVILLE, AR (FAC. ID 35667);

RADIO WORKS, INC., THE LICENSEE OF KAMD-FM, CAMDEN, AR (FAC. ID 8469), KCXY (FM), EAST CAMDEN, AR (FAC. ID 23279), AND KMGC(FM), CAMDEN, AR (FAC. ID 29780);

ARKLATEX RADIO, INC., THE LICENSEE OF KBHC(AM), NASHVILLE, AR (FAC. ID 2310), KNAS (FM), NASHVILLE, AR (FAC. ID 54822), AND KMTB(FM), MURFREESBORO, AR (FAC. ID 52175);

OUACHITA BROADCASTING, INC., THE LICENSEE OF KENA (AM), MENA, AR (FAC. ID 50773), KENA-FM, HATFIELD, AR (FAC. ID 84055), AND KQOR(FM), MENA, AR (FAC. ID 85585); AND

BUNYARD BROADCASTING, INC., THE LICENSEE OF KDQN(AM), DE QUEEN, AR (FAC. ID 30600), KDQN-FM, DE QUEEN AR (FAC. ID 30599), AND KILX(FM), DE QUEEN, AR (FAC. ID 50772).

**Attachment 6**

**Exhibit 13**

**Description: AGREEMENTS**

SEE SELLER'S EXHIBIT 5.

**Attachment 13**

**Exhibit 16**

**Description: OTHER INTERESTS**

**Attachment 16**

Description
<u>Other Interests</u>

**Exhibit 18**

**Description: MULTIPLE OWNERSHIP**

THE PRINCIPAL COMMUNITY CONTOUR OF THE STATION BEING PURCHASED DOES NOT OVERLAP WITH ANY OTHER STATION IN WHICH THE PROPOSED ASSIGNEE HAS AN ATTRIBUTABLE INTEREST.

**Attachment 18**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of October \_\_\_, 2015 (this “**Agreement**”), is entered into by and between Hog Radio, Inc., an Arkansas for-profit corporation (“**Seller**”), and Perry Broadcasting of Arkansas, Inc. an Oklahoma for-profit corporation (“**Buyer**”).

### RECITALS

A. Seller is the licensee of an AM radio station KFMD, Bethel Heights, Arkansas, Facility Identifier 160838 (the “**Station**”), pursuant to authorizations (the “**FCC Authorizations**”) issued by the Federal Communications Commission (the “**FCC**”).

B. On the terms and conditions described in this Agreement, Seller desires to sell and Buyer desires to acquire certain of the assets owned by Seller and used or held for use exclusively in connection with the operation of the Station.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, Buyer and Seller agree as follows:

1. **Sale of Assets.** On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the following assets owned by Seller and used or held for use exclusively in connection with the operation of the Station (the “**Assets**”):
  - (a) the licenses, permits, applications and other authorizations, including the FCC Authorizations (collectively, the “**Licenses**”), issued by the FCC, to Seller in connection with the operation of the Station, including without limitation those set forth on **Schedule 1(a)** attached to this Agreement; and
  - (b) the equipment (the “**Tangible Property**”), if any, set forth on **Schedule 1(b)** attached to this Agreement.
  - (c) Seller shall transfer the Assets to Buyer at the Closing free and clear of all liens, claims or encumbrances of every kind and nature.
2. **Consideration.** Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, Buyer shall pay to Seller the aggregate sum of Three Hundred and Fifty Thousand Dollars and No/100 Dollars (\$350,000) (the “**Purchase Price**”), payable as follows:

(a) concurrently with the execution of this Agreement, Buyer shall deliver to the Escrow Agent (as identified at Section 9 below) a deposit of Seventeen Thousand Five Hundred and No/100th Dollars (\$17,500) (the “**Escrow Deposit**”), which deposit shall be nonrefundable to Buyer other than upon the termination of this Agreement; and

(b) the balance of the Purchase Price on the Closing Date.

(c) Regardless of any change in value in the Escrow Deposit while in the hands of the Escrow Agent, Buyer shall be credited the amount of the Escrow Deposit as wired (\$17,500.00) upon Closing.

(d) All Purchase Price amounts shall be payable in US Dollars by wire transfer of immediately available funds to an account, or accounts, designated in writing by Seller.

3. **FCC Consent to Assignment.** Buyer and Seller shall execute, file and prosecute an application with the FCC (the “**Assignment Application**”) requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the “**FCC Consent**”) at a date not later than ten (10) business days after the execution of this Agreement.

4. **Closing Date; Closing Place.** The closing (the “**Closing**”) of the transactions contemplated by this Agreement shall occur, unless otherwise mutually agreed to by Buyer and Seller, not later than ten (10) days following the date on which the issuance of FCC Consent becomes a Final Order (the “**Closing Date**”). The Closing shall be held by mail, facsimile, or electronic mail, as the parties may agree.

5. **Representations and Warranties.**

(a) Seller represents and warrants to Buyer that the statements contained in this Section 5(a) are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 5(a)).

(i) Seller is a for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas;

(ii) Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement, and the execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by all necessary corporate action of Seller;

(iii) This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions;

(iv) Neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated hereby will (i) violate any law,

statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller and/or the Station is subject or (ii) conflict with, result in breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel any agreement, contract, lease, license, instrument, or other arrangement to which the Seller and/or the Station is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any security interest upon any of the Station assets);

(v) Seller lawfully holds each of the FCC Authorizations listed on Schedule 1(a);

(vi) The Licenses are held by Seller, and have been issued for the full terms customarily issued to radio stations in the State of Arkansas. The Licenses are valid, in full force and effect, and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There are no applications, complaints, investigations or proceedings pending or, to the knowledge of Seller, threatened before the FCC relating to the operation of the Station other than those affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station. Seller has operated and is operating in full compliance with all laws, regulations and governmental orders applicable to the operation of the Translator;

(vii) Seller has complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges thereunder) of federal, state and local governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been commenced against Seller, or to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby;

(viii) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings. There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby.

(ix) Seller has good and valid title to all Assets free and clear of all liens and encumbrances, except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to, and except for the security interests, if any, which will be released on or before Closing. All of Assets are of types, kinds and/or designs in accordance with standard industry practices and are in good operating condition and repair.

(b) Buyer represents and warrants to Seller that the statements contained in this Section 5(b) are correct and complete as of the date of this Agreement and will be correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 5(b)).

(i) Buyer is a for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma.

(ii) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and the execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary corporate action of Buyer.

(iii) Buyer is qualified to be an FCC licensee and to hold the FCC Authorizations that constitute part of the Assets;

(iv) Buyer has engaged a broker, Media Services Group, Inc., identified in Section 9 hereof, with respect to the purchase of the Station. Buyer is solely responsible for any and all fees owed to Media Services Group, Inc. in connection with the transaction contemplated by this Agreement, and Seller shall have no liability or obligation to pay any fees or commissions to Media Services Group, Inc. nor any other broker, finder, or agent engaged by Seller with respect to the transactions contemplated by this Agreement; and

(v) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Buyer, are pending or, to Buyer's knowledge, threatened, and Buyer has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings. There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Buyer's knowledge, threatened against Buyer relating to or affecting this Agreement or the transactions contemplated hereby.

(c) The representations and warranties set forth in this Section 5 shall survive for one (1) year following the Closing Date as set forth in this Agreement.

## **6. Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of the parties under this Agreement is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by the opposing party:

(i) Buyer and Seller shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer and Seller prior to or as of the Closing Date, including those related to the Station Assets;

(ii) Buyer shall have delivered to Seller and Seller shall have delivered to Buyer, on the Closing Date, the documents and/or payments required to be delivered pursuant to Section 7.

(b) The performance of the obligations of Buyer under this Agreement is subject to the satisfaction of each of the following express conditions precedent:

(i) the FCC Authorizations shall be valid and in full force and effect and FCC consent to the assignment shall have been granted; and

(ii) All liens on the Assets, if any, shall be released at or before Closing.

#### **7. Closing Deliveries.**

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer and its counsel:

(i) a Bill of Sale; and

(ii) an Assignment and Assumption of the FCC Authorizations.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) the Purchase Price required by Section 2(b); and

(ii) an Assignment and Assumption of the FCC Authorizations.

(c) Buyer and Seller shall also deliver such other documents at Closing as reasonably requested by the other to more fully effect or evidence the transactions contemplated by this Agreement.

#### **8. Termination.** This Agreement may be terminated as provided in this Section 8:

(a) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to Closing;

(b) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in breach of any of its material obligations under this Agreement, upon written notice being provided to the other of any of the following:

(i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party (provided that Buyer's failure to pay the Purchase Price

required by Section 2(a) shall be grounds for Seller to terminate this Agreement by written notice to Buyer, with a cure period of only five (5) days); or

(ii) if the Assignment Application is denied by the FCC and such denial shall have become a final order.

9. **Notice.** All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by overnight courier or hand delivery, **addressed as set forth below in this Section 9.** Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

If to Seller, to:	If to Buyer, to:
Hog Radio, Inc. Attn: Jay W. Bunyard 111 Westwood Drive De Queen, AR 71832	Perry Broadcasting of Arkansas, Inc. Attn: Kevin S. Perry 1457 NE 23 <sup>rd</sup> Oklahoma City, OK 73111
with a copy (which shall not constitute notice) to:	with a copy (which shall not constitute notice) to:
Chris Daniel 208 Dogwood Drive Mena, AR 71953 W5AWX@live.com	H. Edward DeBee, Esq. DeBee Gilchrist, P.C. 1200 NW 63 <sup>rd</sup> Street, Suite 5000 Oklahoma City, OK 73116
If to Escrow Agent, to:	
Media Services Group, Inc. Attn: Bill Whitley 1131 Rockingham Drive Richardson, TX 75080	

10. **Confidentiality.** Buyer agrees to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.
11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas, without giving effect to the choice of law principles thereof.
12. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.
13. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
14. **Expenses.** Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, or assessments, associated with the purchase of the Assets. Seller shall be responsible for any FCC application fees relating to the filing of the Assignment Application.
15. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.
16. **Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise.
17. **Amendments.** This Agreement may be amended only in writing by an instrument duly executed by both parties.
18. **Waiver.** No waiver by Buyer or Seller of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.
19. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or



enforceability of the offending term or provision in any other situation or in any other jurisdiction.

20. **Additional Actions.** Each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate or evidence the consummation of the transactions contemplated hereby.
21. **AS-IS.** OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY ACCEPTS THE TANGIBLE PERSONAL PROPERTY PURCHASED PURSUANT TO THIS AGREEMENT AS-IS. SELLER MAKES NO REPRESENTATIONS WITH REGARD TO THE CONDITION OR UTILITY OF THE TANGIBLE PERSONAL PROPERTY, AND MAKES NO WARRANTY (INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE) OR OTHERWISE TO BUYER.

(Signatures to Follow)

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

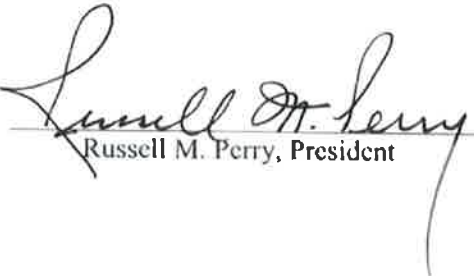
Seller:

HOG RADIO, INC.

By:   
Jay W. Bunyard, President

Buyer:

PERRY BROADCASTING OF ARKANSAS, INC.

By:   
Russell M. Perry, President

**SCHEDULE 1(a)**

FCC Authorizations

FCC License

Hog Radio, Inc.

<b>Type of Authorization</b>	<b>Call Sign</b>	<b>FCC File Number</b>	<b>City of License</b>	<b>State</b>
Broadcast License	KFMD AM	160838	Bethel Heights	Arkansas

## **SCHEDULE 1(b)**

### **Tangible Property**

#### **KFMD AM 1340 Transmitter /Tower Site–200 East County Line Road–Bethel Heights, AR**

170' Utility 15" hollow leg tower guyed

10' section of extra tower on the ground at site

4' base insulator

1,000 Watt Armstrong X-1000B Transmitter s/n 10110 (purchased new 2013)

Phasetek antenna tuning unit (ATU) (purchased new 2013)

30' +/- Andrew 7/8" foam coax (transmitter to ATU)

Sine Systems Remote Facilities Controller s/n 15706 (purchased new 2013) including RFC-1/B, RP-8, SP-8 and TS-1/PS

19" equipment rack

Barix Exstreamer 100

Inovonics AM processor Model 222 (purchased new in 2013)

Telephone

Two drawer file cabinet (for manuals and supplies)

Manuals for equipment

Fan

APC UPS (back up battery)

Power strip /surge protector, cables, connectors, parts

Air conditioner (purchased new in 2015)

Chain-link fence around ATU and tower base with lock and keys

8'x8' insulated and custom built transmitter building

**SCHEDULE 1(b)**  
**Tangible Property (Continued)**

**Equipment at Studio Location**

Barix Instreamer

Comrex BRIC-Link

Automation PC

# ESCROW AGREEMENT

AGREEMENT, effective as of the 22nd day of October, 2015, by and among:

**BUYER:** Perry Broadcasting of Arkansas, Inc.  
**Address:** 1457 NE 23rd  
Oklahoma City, OK 73111  
Attn.: Kevin S. Perry

With copy (which shall not constitute notice) to: H. Edward DeBee, Esq.  
DeBee Gilchrist, P.C.  
1200 NW 63rd Street, Suite 5000  
Oklahoma City, OK 73116

**SELLER:** Hog Radio, Inc.  
**Address:** 111 Westwood Drive  
De Queen, AR 71832  
Attn.: Jay W. Bunyard

With copy (which shall not constitute notice) to: Frank R. Jazzo, Esq.  
Fletcher Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, VA 22209

**ESCROW AGENT:** Media Services Group, Inc.  
**Address:** 402 Angell Street  
Providence, RI 02906

WITNESSETH:

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement with respect to the purchase of radio station KFMD-AM, Bethel Heights, Arkansas, from Seller to Buyer, said Agreement dated the 22nd day of October, 2015, being by reference incorporated herein and made a part hereof (hereinafter the "Purchase Agreement"), and

WHEREAS, the parties wish to provide for an orderly disposition of the funds deposited into escrow pursuant to said Purchase Agreement:

NOW, THEREFORE, in consideration of these premises, promises and mutual covenants contained herein, the parties do hereby agree as follows:

1. **DEPOSIT OF ESCROW FUNDS.** Upon the execution of this Escrow Agreement, buyer is delivering or causing to be delivered to the Escrow Agent, the sum of Seventeen Thousand Five Hundred and No/100ths Dollars (\$17,500.00) via wire transfer.

2. INVESTMENT OF ESCROW FUND. The Escrow Agent shall invest and reinvest the escrow funds in the Invesco STIC Prime Portfolio Short-Term Investments Trust. The Escrow Agent shall not be held responsible for the failure of any financial institution or entity into which the escrow funds are deposited or for the loss of all or any part of the escrow funds, after they have been deposited with such financial institution or entity or as otherwise deposited or invested in accordance with the provisions herein. The Escrow Agent shall hold said escrow funds together with all interest accumulated thereon and proceeds therefrom and dispose of the same as hereinafter provided.

3. DISPOSITION OF ESCROW FUND. The Escrow Agent shall distribute and dispose of the escrow funds, less any expense reimbursement due Escrow Agent, as follows:

(a) In the event the purchase and sale closes in the manner contemplated in the Purchase Agreement, the escrow funds shall be paid over at closing in accord with said Purchase Agreement. In such event, all interest earned and accumulated thereon and proceeds therefrom shall be paid over to Buyer at closing.

(b) In the event the purchase and sale does not close as contemplated in the Purchase Agreement due to the material breach by or default of the Buyer under the terms of the Purchase Agreement, then the escrow funds shall be paid over to Seller together with all interest earned and accumulated thereon and the proceeds therefrom.

(c) In the event the purchase and sale does not close as contemplated in the Purchase Agreement due to the material breach by or default of the Seller under the terms of the Purchase Agreement, then the escrow funds shall be paid over to Buyer together with all interest earned and accumulated thereon and the proceeds therefrom.

(d) In all other events, if the Purchase Agreement is terminated or if the transactions or closing contemplated thereby are not consummated, the escrow funds shall be returned to the Buyer together with all interest earned and accumulated thereon and the proceeds therefrom.

(e) If any provision of this Paragraph with respect to the disposition of the escrow fund is in conflict with any provision of the Purchase Agreement with respect to such disposition, then such provision in the Purchase Agreement shall control.

4. CONTROVERSIES WITH RESPECT TO ESCROW FUND. The Escrow Agent shall discharge his duties to dispose of the escrow fund in accord with the provisions of paragraph 3 above upon the joint written instructions of the Seller and Buyer or their duly designated representatives. If the Escrow Agent shall not have received such joint written instructions or a controversy shall exist between Buyer and Seller as to the correct disposition of the escrow funds, the Escrow Agent shall continue to hold the escrow funds and the income earned or accrued thereon until:

(a) The receipt by the Escrow Agent of the joint written instructions of the Seller and Buyer as to the disposition of the escrow funds; or

(b) The receipt by the Escrow Agent of a final order entered by a court of competent jurisdiction determining the disposition of the escrow funds and the income earned or accrued thereon; or

(c) The Escrow Agent shall have, at its option, filed an action or bill in interpleader, or similar action for such purpose, in a court of competent jurisdiction and paid the escrow funds and all income earned or accrued thereon into said court, in which event, the Escrow Agent's duties, responsibilities and liabilities with respect to the escrow fund, proceeds therefrom and this Agreement shall terminate.

5. CONCERNING THE ESCROW AGENT. The following shall control the fees, resignation, discharge, liabilities and indemnification of the Escrow Agent:

(a) The Escrow Agent shall charge no fees for its services hereunder, but shall be reimbursed for all reasonable expenses, disbursements and advancements incurred or made by the Escrow Agent in performance of his duties hereunder including but not limited to wire transfer fees and its attorney's

fees; one-half (1/2) of any such expenses, disbursements and advances to be paid by Buyer and one-half (1/2) by the Seller upon Escrow Agent's request, other than for expenses for investments authorized hereunder which shall be borne by Buyer.

(b) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to the parties hereto, specifying the date when such resignation shall take effect. Upon such notice, a successor escrow agent shall be appointed with the unanimous consent of the parties hereto, and the service of such successor escrow agent shall be effective as of the date of resignation specified in such notice, which date shall not be less than thirty (30) days after giving such notice. If the parties hereto are unable to agree upon a successor agent within thirty (30) days after such notice, the Escrow Agent shall be authorized to appoint its successor. The Escrow Agent shall continue to serve until its successor accepts the escrow by written notice to the parties hereto and the Escrow Agent deposits the escrow fund with such successor escrow agent.

(c) The Escrow Agent undertakes to perform such duties as are specifically set forth herein and may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof. Escrow Agent shall be under no obligation to refer to the Purchase Agreement or to any other documents between the parties related in any way to this Escrow Agreement, except as specifically provided herein.

(d) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, or in accordance with advice of counsel (which counsel may be of the Escrow Agent's own choosing) and it shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its own misconduct or gross negligence.

(e) Each of the Buyer and Seller agrees to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder. Buyer and Seller agree jointly to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder, except in the case of liabilities incurred by the Escrow Agent resulting from its own misconduct or gross negligence.

(f) The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any cash, letter of credit or security deposited with it.

## 6. MISCELLANEOUS.

(a) This Escrow Agreement shall be construed by and governed in accordance with the laws of the State of Florida, applicable to agreements executed and wholly to be performed therein.

(b) This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

(c) This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

(d) Paragraph headings contained in this Escrow Agreement have been inserted for reference purposes only, and shall not be construed as part of this Escrow Agreement.

(e) All notices, requests, demands and other communications hereunder shall be in writing, shall be given simultaneously to all parties hereunder and shall be deemed to have been duly given if delivered or mailed (certified mail, postage pre-paid, return receipt requested) as follows:



If to Buyer:

Perry Broadcasting of Arkansas, Inc.  
1457 NE 23rd Street  
Oklahoma City, Oklahoma 73111  
Attn: Kevin S. Perry  
Email: kperry@kvsp.com

With a copy to  
(which shall not  
constitute notice)

H. Edward DeBee, Esq.  
DeBee Gilchrist, P.C.  
1200 NW 63rd Street, Suite 5000  
Oklahoma City, Oklahoma 73116  
Email: edebee@debeegilchrist.com

If to Seller:

Hog Radio, Inc.  
111 Westwood Drive  
DeQueen, Arkansas 71832  
Attn: Jay W. Bunyard

With a copy to  
(which shall not  
constitute notice)

Frank R. Jazzo, Esq.  
Fletcher Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, Virginia 22209  
Email: jazzo@fhhlaw.com

If to Escrow Agent:

Media Services Group, Inc.  
402 Angell Street  
Providence, RI 02906  
Attention: Robert J. Maccini

or to such other addresses as any party may have furnished to the other in writing, in accord herewith.

7. TERMINATION. This Escrow Agreement shall automatically terminate upon the distribution of the escrow fund in accord with the terms hereof.

IN WITNESS WHEREOF, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

ATTEST:

\_\_\_\_\_

BUYER:

*Russell M. Perry*  
By: Russell M. Perry

ATTEST:

\_\_\_\_\_

SELLER:

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

ESCROW AGENT: MEDIA SERVICES GROUP, INC.

By: \_\_\_\_\_

If to Buyer: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_ Email: \_\_\_\_\_

If to Seller: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_ Email: \_\_\_\_\_

If to Escrow Agent: Media Services Group, Inc.  
402 Angell Street  
Providence, RI 02906

Attention: Robert J. Maccini

or to such other addresses as any party may have furnished to the other in writing, in accord herewith.

7. TERMINATION. This Escrow Agreement shall automatically terminate upon the distribution of the escrow fund in accord with the terms hereof.

IN WITNESS WHEREOF, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

ATTEST:  
\_\_\_\_\_

BUYER: \_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:  
Jim Pinsky

SELLER: Hog Radio, Inc.  
By: Jay Bumpard, President

ATTEST:  
\_\_\_\_\_

ESCROW AGENT: MEDIA SERVICES GROUP, INC.  
By: \_\_\_\_\_

## OTHER OWNERSHIP INTERESTS

**Perry Broadcasting of Arkansas, Inc.** has no other ownership interests in media of mass communications.

The **Russell M. Perry Trust** has 10.71% indirect interest in the licensees of the following stations:

KRMP, Oklahoma City, OK  
KGTO(AM), Tulsa, OK  
KJMM(FM), Bixby, OK

**Russell M. Perry**, President of Perry Broadcasting of Arkansas, Inc. and Trustee of the Russell M. Perry Trust, has an attributable ownership interest in the licensees of the following stations:

KRMP, Oklahoma City, OK  
KXCA, Lawton, OK  
KJMZ(FM), Cache, OK  
KGTO(AM), Tulsa, OK  
KJMM(FM), Bixby, OK  
KVSP, Anadarko, OK  
KKEN(FM), Duncan, OK  
KPNS, Duncan, OK  
KKRX, Lawton, OK  
KDDQ(FM), Comanche, OK  
KACO(FM), Apache, OK  
WAKB(FM), Hephzibah, GA  
WTHB(AM), Augusta, GA  
WFXA-FM, Augusta, GA  
WTHB-FM, Wrens, GA  
WAEG(FM), Evans, GA

**FCC MB - CDBS Electronic Filing**  
**Application Reference Number: 20151023AHZ**  
**Successfully filed at Oct 23 2015 2:47PM**

**A Fee Payment is Required for this application. The Total Fee is \$150.**

You can use the FCC's Electronic Form 159 System to pay electronically and/or to print out an appropriate Form 159. Press the button below now or return to this screen later by pressing the "Pay Fee" button on the CDBS Main Menu/ Informal Menu. See the [CDBS User's Guide](#) for more information about fee payment.

[Electronic Form 159](#)

[Return to Main Menu](#)

[Logout](#)

Payment must be received by US Bank within 14 (calendar) days of the date that the application is officially received by the Media Bureau's electronic filing system (indicated by the reference number above). This deadline applies to any payment submission method (electronic or via a paper check). If payment is not received in time, the filed application will be considered to be **not paid** and will therefore not be processed by the MB.

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0075 (September 2009)	FOR FCC USE ONLY
<b>FCC 345</b>		
<b>APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR FOR ASSIGNMENT OF LICENSE OR PERMIT OF TV OR FM TRANSLATOR STATION OR LOW POWER TELEVISION STATION</b>		FOR COMMISSION USE ONLY FILE NO. - 20151023AHZ
Read INSTRUCTIONS Before Filling Out Form		

**Section I - General Information**

1.	Legal Name of the Licensee/Permittee DON CAMPBELL	
	Mailing Address 217 CAMPBELL ROAD	
	City HORATIO	State or Country (if foreign address) AR
		ZIP Code 71842 -
	Telephone Number (include area code) 8708326654	E-Mail Address (if available)
	FCC Registration Number: 0007896384	Call Sign K287AN
		Facility Identifier 150321
2.	Contact Representative (if other than Licensee/Permittee) FRANK R. JAZZO, ESQUIRE	Firm or Company Name FLETCHER, HEALD & HILDRETH, P.L.C.
	Mailing Address FLETCHER, HEALD & HILDRETH, P.L.C.	
	City ARLINGTON	State or Country (if foreign address) VA
		ZIP Code 22209 -
	Telephone Number (include area code) 7038120400	E-Mail Address (if available) JAZZO@FHHLAW.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.	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 type="radio"/> Yes <input checked="" type="radio"/> No	
	[Exhibit 1]	
	If Yes, list pertinent authorizations in an Exhibit.	

**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.	<b>Certification.</b> 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
----	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------

2.	<p>Application for (check only one box for A and B):</p> <p>A. <input type="radio"/> Consent to Assignment of Construction Permit <input type="radio"/> Consent to Transfer Control of Permittee  <input checked="" type="radio"/> Consent to Assignment of License <input type="radio"/> Consent to Transfer Control of Licensee  <input type="radio"/> Amendment to pending application</p> <p>If an amendment, <b>submit as an Exhibit</b> a listing by Section and Question [Exhibit 2]          Number of the portions of the pending application that are being revised.</p> <p>B. <input type="radio"/> TV Translator <input type="radio"/> Low Power TV Station <input checked="" type="radio"/> FM Translator <input type="radio"/> Digital Low Power TV <input type="radio"/> Digital TV Translator</p>										
3.	<p>Legal Name of the Assignor/Transferor DON CAMPBELL</p> <p>Mailing Address 217 CAMPBELL RD</p> <table border="1" data-bbox="175 546 1482 709"> <tr> <td>City HORATIO</td> <td>State or Country (if foreign address) AR</td> <td>Zip Code 71842 -</td> </tr> <tr> <td>Telephone Number (include area code) 8708326654</td> <td colspan="2">E-Mail Address (if available)</td> </tr> </table>	City HORATIO	State or Country (if foreign address) AR	Zip Code 71842 -	Telephone Number (include area code) 8708326654	E-Mail Address (if available)					
City HORATIO	State or Country (if foreign address) AR	Zip Code 71842 -									
Telephone Number (include area code) 8708326654	E-Mail Address (if available)										
<p>If more than one transferor, submit the information requested in question 1 for each transferor. [Exhibit 3]</p>											
4.	<table border="1" data-bbox="175 762 1482 1066"> <tr> <td>Contact Representative (if other than assignee) FRANK R. JAZZO, ESQ.</td> <td>Firm or Company Name FLETCHER, HEALD &amp; HILDRETH, PLC</td> </tr> <tr> <td colspan="2">Mailing Address 1300 N 17TH STREET 11</td> </tr> <tr> <td>City ARLINGTON</td> <td>State or Country (if foreign address) VA</td> <td>Zip Code 22209 -</td> </tr> <tr> <td>Telephone Number (include area code) 7038120470</td> <td colspan="2">E-Mail Address (if available) JAZZO@FHHLAW.COM</td> </tr> </table>	Contact Representative (if other than assignee) FRANK R. JAZZO, ESQ.	Firm or Company Name FLETCHER, HEALD & HILDRETH, PLC	Mailing Address 1300 N 17TH STREET 11		City ARLINGTON	State or Country (if foreign address) VA	Zip Code 22209 -	Telephone Number (include area code) 7038120470	E-Mail Address (if available) JAZZO@FHHLAW.COM	
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Mailing Address 1300 N 17TH STREET 11											
City ARLINGTON	State or Country (if foreign address) VA	Zip Code 22209 -									
Telephone Number (include area code) 7038120470	E-Mail Address (if available) JAZZO@FHHLAW.COM										
5.	<p><b>Authorizations to be Assigned/Transferred.</b> 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.</p> <p>[Enter Station Information]</p>										
6.	<p><b>Agreements for Sale/Transfer of Station.</b> Licensee/permittee certifies that:</p> <p>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);</p> <p>b. these documents embody the complete and final understanding between licensee/permittee and assignee/transferee; and</p> <p>c. these agreements comply fully with the Commission's rules and policies.</p> <p style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p style="text-align: right;">See Explanation in [Exhibit 4]</p>										
7.	<p><b>Character Issues.</b> Licensee/permittee certifies that neither licensee/permittee 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 a application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p> <p style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p style="text-align: right;">See Explanation in [Exhibit 5]</p>										
8.	<p><b>Adverse Findings.</b> 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.</p> <p style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p style="text-align: right;">See Explanation in [Exhibit 6]</p>										
9.	<p><b>Local Public Notice.</b> Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.</p> <p style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</p>										

10.	<b>Auction Authorization.</b> 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.	<b>Anti-Drug Abuse Act Certification.</b> 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.	<b>Anti-Discrimination Certification.</b> 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 checked="" 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 DON CAMPBELL	Typed or Printed Title of Person Signing INDIVIDUAL ASSIGNOR
Signature	Date 10/23/2015

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.	<b>Certification.</b> 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 PERRY BROADCASTING OF ARKANSAS, INC.  Mailing Address 1457 NE 23RD  <table border="1" data-bbox="175 1654 1487 1728"> <tr> <td data-bbox="175 1654 526 1728">City OKLAHOMA CITY</td> <td data-bbox="526 1654 1047 1728">State or Country (if foreign address) OK</td> <td data-bbox="1047 1654 1487 1728">Zip Code 73111 -</td> </tr> </table> <table border="1" data-bbox="175 1728 1487 1801"> <tr> <td data-bbox="175 1728 1047 1801">Telephone Number (include area code) 4054254100</td> <td data-bbox="1047 1728 1487 1801">E-Mail Address (if available)</td> </tr> </table>			City OKLAHOMA CITY	State or Country (if foreign address) OK	Zip Code 73111 -	Telephone Number (include area code) 4054254100	E-Mail Address (if available)
City OKLAHOMA CITY	State or Country (if foreign address) OK	Zip Code 73111 -						
Telephone Number (include area code) 4054254100	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) KATHLEEN VICTORY	Firm or Company Name FLETCHER HEALD * HILDRETH LC						

Mailing Address 1300 N. 17TH STREET 11 TH FLOOR			
City ARLINGTON	State or Country (if foreign address) VA	Zip Code 22209 -	
Telephone Number (include area code) 7028120400		E-Mail Address (if available) VICTORY@FHHLAW.COM	

4.	<p><b>Nature of Applicant.</b> Assignee/transferee is:</p> <p> <input type="radio"/> an individual                      <input type="radio"/> a general partnership                      <input checked="" type="radio"/> a for-profit corporation  <input type="radio"/> a limited partnership                      <input type="radio"/> a not-for-profit corporation                      <input type="radio"/> a limited liability company (LLC/LC)  <input type="radio"/> other             </p> <p>a. If "other", describe nature of applicant in an Exhibit. <span style="float: right;">[Exhibit 10]</span></p>									
5.	<p><b>Agreements for Sale/Transfer of Station.</b> Assignee/Transferee certifies that:</p> <p>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</p> <p>b. agreements comply fully with the Commission's rules and policies.</p> <p style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 11]</p>									
6.	<p><b>Character Issues.</b> Assignee/Transferee certifies that neither assignee/transferee 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 a application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p> <p style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 12]</p>									
7.	<p><b>Adverse Findings.</b> 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.</p> <p style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 13]</p>									
8.	<p><b>Alien Ownership and Control.</b> 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.</p> <p style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]</p>									
9.	<p><b>Financial Qualifications.</b> 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.</p> <p style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 15]</p>									
10.	<p><b>Rebroadcast Certification.</b> For applicants proposing translator rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted</p> <p>Primary station proposed to be rebroadcast:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width:25%; padding: 2px;">Facility ID Number</td> <td style="width:25%; padding: 2px;">Call Sign</td> <td style="width:25%; padding: 2px;">City</td> <td style="width:25%; padding: 2px;">State</td> </tr> <tr> <td style="padding: 2px;">160838</td> <td style="padding: 2px;">KFMD</td> <td style="padding: 2px;">BETHEL HEIGHTS</td> <td style="padding: 2px;">AR</td> </tr> </table>	Facility ID Number	Call Sign	City	State	160838	KFMD	BETHEL HEIGHTS	AR	<p style="text-align: right;"><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p>
Facility ID Number	Call Sign	City	State							
160838	KFMD	BETHEL HEIGHTS	AR							
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 style="text-align: right;"><input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 16]</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.

Yes  No  
 N/A

See Explanation in [Exhibit 17]

**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).**

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).

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.

Yes  No  
 N/A

See Explanation in [Exhibit 18]

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.

Yes  No  
 N/A

See Explanation in [Exhibit 19]

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.

Yes  No

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.

Yes  No  
 N/A

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.)

Typed or Printed Name of Person Signing RUSSELL M. PERRY	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 10/22/2015

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**

**Exhibit 4**

**Description:** AGREEMENT FOR SALE OF STATION

**Attachment 4**

Description
-------------

<a href="#">Asset Purchase Agreement</a>
<a href="#">Escrow Agreement</a>

**Exhibit 11**

**Description:** AGREEMENTS

SEE SELLER'S EXHIBIT 4.

**Attachment 11**

**Exhibit 16**

**Description:** EX. 16

THE PROPOSED ASSIGNEE IS SIMULTANEOUSLY PURCHASING THE THE PRIMARY AM STATION TO BE REBROADCAST BY THIS FM TRANSLATOR.

**Attachment 16**

**Exhibit 17**

**Description:** FILL-IN COVERAGE COMPLIANCE

**Attachment 17**

Description
<a href="#">Fill-In Translator Map</a>

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of October \_\_, 2015 (this “**Agreement**”), is entered into by and between Don Campbell, an individual (“**Seller**”), and Perry Broadcasting of Arkansas, Inc., an Oklahoma for-profit corporation (“**Buyer**”).

### RECITALS

A. Seller is the licensee of FM translator station K287AN, Fayetteville, Arkansas, Facility Identifier 150321 (the “**Station**” or the “**Translator**”), pursuant to authorizations (the “**FCC Authorizations**”) issued by the Federal Communications Commission (the “**FCC**”).

B. On the terms and conditions described in this Agreement, Seller desires to sell and Buyer desires to acquire certain of the assets owned by Seller and used or held for use exclusively in connection with the operation of the Station.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, Buyer and Seller agree as follows:

1. **Sale of Assets.** On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the following assets owned by Seller and used or held for use exclusively in connection with the operation of the Station (the “**Assets**”):

(a) the licenses, permits, applications and other authorizations, including the FCC Authorizations (collectively, the “**Licenses**”), issued by the FCC, to Seller in connection with the operation of the Station, including without limitation those set forth on **Schedule 1(a)** attached to this Agreement; and

(b) the equipment (the “**Tangible Property**”), if any, set forth on **Schedule 1(b)** attached to this Agreement.

(c) Seller shall transfer the Assets to Buyer at the Closing free and clear of all liens, claims or encumbrances of every kind and nature.

2. **Consideration.** Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, Buyer shall pay to Seller the aggregate sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “**Purchase Price**”), payable as follows:

(a) concurrently with the execution of this Agreement, Buyer shall deliver to the Escrow Agent (as identified at Section 9 below) a deposit of Two Thousand Five Hundred and No/100th Dollars (\$2,500.00) (the “**Escrow Deposit**”), which deposit shall be nonrefundable to Buyer other than upon the termination of this Agreement; and

(b) the balance of the Purchase Price on the Closing Date.

(c) Regardless of any change in value in the Escrow Deposit while in the hands of the Escrow Agent, Buyer shall be credited the amount of the Escrow Deposit as wired (\$2,500.00) upon Closing.

(d) All Purchase Price amounts shall be payable in US Dollars by wire transfer of immediately available funds to an account, or accounts, designated in writing by Seller.

3. **FCC Consent to Assignment.** Buyer and Seller shall execute, file and prosecute an application with the FCC (the “**Assignment Application**”) requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the “**FCC Consent**”) at a date not later than ten (10) business days after the execution of this Agreement.

4. **Closing Date; Closing Place.** The closing (the “**Closing**”) of the transactions contemplated by this Agreement shall occur, unless otherwise mutually agreed to by Buyer and Seller, not later than ten (10) days following the date on which the issuance of FCC Consent becomes a Final Order (the “**Closing Date**”). The Closing shall be held by mail, facsimile, or electronic mail, as the parties may agree.

5. **Representations and Warranties.**

(a) Seller represents and warrants to Buyer that the statements contained in this Section 5(a) are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 5(a)).

(i) Seller is an individual, United States citizen and a resident of the State of Arkansas;

(ii) Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement, and the execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by all necessary corporate action of Seller;

(iii) This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions;

(iv) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (i) violate any law, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller and/or the Station is subject or (ii) conflict with, result in breach of, constitute a default under, result in the acceleration of, create in any party the right

to accelerate, terminate, modify, or cancel any agreement, contract, lease, license, instrument, or other arrangement to which the seller and/or the Station is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any security interest upon any of the Station assets);

(v) Seller lawfully holds each of the FCC Authorizations listed on Schedule 1(a);

(vi) The Licenses are held by Seller, and have been issued for the full terms customarily issued to radio translators in the State of Arkansas. The Licenses are valid, in full force and effect, and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There are no applications, complaints, investigations or proceedings pending or, to the knowledge of Seller, threatened before the FCC relating to the operation of the Translator other than those affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Translator. Seller has operated and is operating in full compliance with all laws, regulations and governmental orders applicable to the operation of the Translator;

(vii) Seller has complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges thereunder) of federal, state and local governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been commenced against Seller, or to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby;

(viii) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings. There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby; and

(ix) Seller has good and valid title to all Assets free and clear of all liens and encumbrances, except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to, and except for the security interests, if any, which will be released on or before Closing. All of the Assets are of types, kinds and/or designs in accordance with standard industry practices and are in good operating condition and repair.

(x)

(b) Buyer represents and warrants to Seller that the statements contained in this Section 5(b) are correct and complete as of the date of this Agreement and will be

correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 5(b)).

(i) Buyer is a for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma;

(ii) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and the execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary corporate action of Buyer;

(iii) Buyer is qualified to be an FCC licensee and to hold the FCC Authorizations that constitute part of the Assets;

(iv) Buyer has engaged a broker, Media Services Group, Inc., identified in Section 9 hereof, with respect to the purchase of the Station. Buyer is solely responsible for any and all fees owed to Media Services Group, Inc. in connection with the transaction contemplated by this Agreement, and Seller shall have no liability or obligation to pay any fees or commissions to Media Services Group, Inc. nor any other broker, finder, or agent engaged by Seller with respect to the transactions contemplated by this Agreement; and

(v) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Buyer, are pending or, to Buyer's knowledge, threatened, and Buyer has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings. There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Buyer's knowledge, threatened against Buyer relating to or affecting this Agreement or the transactions contemplated hereby.

(c) The representations and warranties set forth in this Section 5 shall survive for one (1) year following the Closing Date as set forth in this Agreement.

#### **6. Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of the parties under this Agreement is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by the opposing party:

(i) Buyer and Seller shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer and Seller prior to or as of the Closing Date, including those related to the Station Assets;

(ii) Buyer shall have delivered to Seller and Seller shall have delivered to Buyer, on the Closing Date, the documents and/or payments required to be delivered pursuant to Section 7.

(b) The performance of the obligations of Buyer under this Agreement is subject to the satisfaction of each of the following express conditions precedent:

(i) the FCC Authorizations shall be valid and in full force and effect and FCC consent to the assignment shall have been granted; and

(ii) All liens on the Assets, if any, shall be released at or before Closing.

#### **7. Closing Deliveries.**

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer and its counsel:

(i) a Bill of Sale; and

(ii) an Assignment and Assumption of the FCC Authorizations.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) the Purchase Price required by Section 2(b); and

(ii) an Assignment and Assumption of the FCC Authorizations.

(c) Buyer and Seller shall also deliver such other documents at Closing as reasonably requested by the other to more fully effect or evidence the transactions contemplated by this Agreement.

#### **8. Termination.** This Agreement may be terminated as provided in this Section 8:

(a) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in breach of any of its material obligations under this Agreement, upon written notice being provided to the other of any of the following:

(i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party (provided that Buyer's failure to pay the Purchase Price

required by Section 2(a) shall be grounds for Seller to terminate this Agreement by written notice to Buyer, with a cure period of only five (5) days); or

(ii) if the Assignment Application is denied by the FCC and such denial shall have become a final order.

9. **Notice.** All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by overnight courier or hand delivery, **addressed as set forth below in this Section 9.** Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

If to Seller, to:	If to Buyer, to:
Don Campbell 217 Campbell Road Horatio, AR 71842	Perry Broadcasting of Arkansas, Inc. Attn: Kevin S. Perry 1457 NE 23 <sup>rd</sup> Oklahoma City, OK 73111
with a copy (which shall not constitute notice) to:	with a copy (which shall not constitute notice) to:
Chris Daniel 208 Dogwood Drive Mena, AR 71953 W5AWX@live.com	H. Edward DeBee, Esq. DeBee Gilchrist, P.C. 1200 NW 63 <sup>rd</sup> Street, Suite 5000 Oklahoma City, OK 73116
If to Escrow Agent, to:	
Media Services Group, Inc. Attn: Bill Whitley 1131 Rockingham Drive Richardson, TX 75080	



10. **Confidentiality.** Buyer and Seller agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.
11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas, without giving effect to the choice of law principles thereof.
12. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.
13. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
14. **Expenses.** Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, or assessments, associated with the purchase of the Assets. Seller shall be responsible for any FCC application fees relating to the filing of the Assignment Application.
15. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.
16. **Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise.
17. **Amendments.** This Agreement may be amended only in writing by an instrument duly executed by both parties.
18. **Waiver.** No waiver by Buyer or Seller of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.
19. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or

enforceability of the offending term or provision in any other situation or in any other jurisdiction.

20. **Additional Actions.** Each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate or evidence the consummation of the transactions contemplated hereby.
  
21. **AS-IS.** OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY ACCEPTS THE TANGIBLE PERSONAL PROPERTY PURCHASED PURSUANT TO THIS AGREEMENT AS-IS. SELLER MAKES NO REPRESENTATIONS WITH REGARD TO THE CONDITION OR UTILITY OF THE TANGIBLE PERSONAL PROPERTY, AND MAKES NO WARRANTY (INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE) OR OTHERWISE TO BUYER.

(Signatures to Follow)

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

Seller:

DON CAMPBELL

By:   
Don Campbell, an individual

Buyer:

PERRY BROADCASTING OF ARKANSAS, INC.

By:   
Russell M. Perry, President

**SCHEDULE 1(a)**

FCC Authorizations

FCC License

Don Campbell

<b>Type of Authorization</b>	<b>Call Sign</b>	<b>FCC File Number</b>	<b>City of License</b>	<b>State</b>
Broadcast License	K287AN	150321	Fayetteville	Arkansas

## **SCHEDULE 1(b)**

### Tangible Property

#### **K287AN 105.3 Transmitter / Tower Site – 4201 S. 56<sup>th</sup> Street – Springdale, AR**

600 Watt BW Transmitter (purchased new in 2014)

Shively 6812-B antenna on 105.3 (purchased new in 2015)

480' +/- Andrew 7/8" foam coax

2 Andrew Superflex jumpers

Comrex BRIC-Link

Aphex compellor

Half rack

Inovonics David III FM processor

APC UPS (back up battery)

Power strip / surge protector, cables, connectors, miscellaneous parts

Broadcast Tools remote control unit

Manuals

# ESCROW AGREEMENT

AGREEMENT, effective as of the 22nd day of October, 2015, by and among:

**BUYER:** Perry Broadcasting of Arkansas, Inc.  
**Address:** 1457 NE 23rd  
Oklahoma City, OK 73111  
Attn.: Kevin S. Perry

With copy (which shall not constitute notice) to: H. Edward DeBee, Esq.  
DeBee Gilchrist, P.C.  
1200 NW 63rd Street, Suite 5000  
Oklahoma City, OK 73116

**SELLER:** Don Campbell  
**Address:** 217 Campbell Road  
Horatio, AR 71842

With copy (which shall not constitute notice) to: Frank R. Jazzo, Esq.  
Fletcher Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, VA 22209

**ESCROW AGENT:** Media Services Group, Inc.  
**Address:** 402 Angell Street  
Providence, RI 02906

## WITNESSETH:

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement with respect to the purchase of FM translator station K287AN, Fayetteville, Arkansas, from Seller to Buyer, said Agreement dated the 22nd day of October, 2015, being by reference incorporated herein and made a part hereof (hereinafter the "Purchase Agreement"), and

WHEREAS, the parties wish to provide for an orderly disposition of the funds deposited into escrow pursuant to said Purchase Agreement;

NOW, THEREFORE, in consideration of these premises, promises and mutual covenants contained herein, the parties do hereby agree as follows:

I. DEPOSIT OF ESCROW FUNDS. Upon the execution of this Escrow Agreement, buyer is delivering or causing to be delivered to the Escrow Agent, the sum of Two Thousand Five Hundred and No/100ths Dollars (\$2,500.00) via wire transfer.

2. INVESTMENT OF ESCROW FUND. The Escrow Agent shall invest and reinvest the escrow funds in the Invesco STIC Prime Portfolio Short-Term Investments Trust. The Escrow Agent shall not be held responsible for the failure of any financial institution or entity into which the escrow funds are deposited or for the loss of all or any part of the escrow funds, after they have been deposited with such financial institution or entity or as otherwise deposited or invested in accordance with the provisions herein. The Escrow Agent shall hold said escrow funds together with all interest accumulated thereon and proceeds therefrom and dispose of the same as hereinafter provided.

3. DISPOSITION OF ESCROW FUND. The Escrow Agent shall distribute and dispose of the escrow funds, less any expense reimbursement due Escrow Agent, as follows:

(a) In the event the purchase and sale closes in the manner contemplated in the Purchase Agreement, the escrow funds shall be paid over at closing in accord with said Purchase Agreement. In such event, all interest earned and accumulated thereon and proceeds therefrom shall be paid over to Buyer at closing.

(b) In the event the purchase and sale does not close as contemplated in the Purchase Agreement due to the material breach by or default of the Buyer under the terms of the Purchase Agreement, then the escrow funds shall be paid over to Seller together with all interest earned and accumulated thereon and the proceeds therefrom.

(c) In the event the purchase and sale does not close as contemplated in the Purchase Agreement due to the material breach by or default of the Seller under the terms of the Purchase Agreement, then the escrow funds shall be paid over to Buyer together with all interest earned and accumulated thereon and the proceeds therefrom.

(d) In all other events, if the Purchase Agreement is terminated or if the transactions or closing contemplated thereby are not consummated, the escrow funds shall be returned to the Buyer together with all interest earned and accumulated thereon and the proceeds therefrom.

(e) If any provision of this Paragraph with respect to the disposition of the escrow fund is in conflict with any provision of the Purchase Agreement with respect to such disposition, then such provision in the Purchase Agreement shall control.

4. CONTROVERSIES WITH RESPECT TO ESCROW FUND. The Escrow Agent shall discharge his duties to dispose of the escrow fund in accord with the provisions of paragraph 3 above upon the joint written instructions of the Seller and Buyer or their duly designated representatives. If the Escrow Agent shall not have received such joint written instructions or a controversy shall exist between Buyer and Seller as to the correct disposition of the escrow funds, the Escrow Agent shall continue to hold the escrow funds and the income earned or accrued thereon until:

(a) The receipt by the Escrow Agent of the joint written instructions of the Seller and Buyer as to the disposition of the escrow funds; or

(b) The receipt by the Escrow Agent of a final order entered by a court of competent jurisdiction determining the disposition of the escrow funds and the income earned or accrued thereon; or

(c) The Escrow Agent shall have, at its option, filed an action or bill in interpleader, or similar action for such purpose, in a court of competent jurisdiction and paid the escrow funds and all income earned or accrued thereon into said court, in which event, the Escrow Agent's duties, responsibilities and liabilities with respect to the escrow fund, proceeds therefrom and this Agreement shall terminate.

5. CONCERNING THE ESCROW AGENT. The following shall control the fees, resignation, discharge, liabilities and indemnification of the Escrow Agent:

(a) The Escrow Agent shall charge no fees for its services hereunder, but shall be reimbursed for all reasonable expenses, disbursements and advancements incurred or made by the Escrow Agent in performance of his duties hereunder including but not limited to wire transfer fees and its attorney's

fees; one-half (1/2) of any such expenses, disbursements and advances to be paid by Buyer and one-half (1/2) by the Seller upon Escrow Agent's request, other than for expenses for investments authorized hereunder which shall be borne by Buyer.

(b) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to the parties hereto, specifying the date when such resignation shall take effect. Upon such notice, a successor escrow agent shall be appointed with the unanimous consent of the parties hereto, and the service of such successor escrow agent shall be effective as of the date of resignation specified in such notice, which date shall not be less than thirty (30) days after giving such notice. If the parties hereto are unable to agree upon a successor agent within thirty (30) days after such notice, the Escrow Agent shall be authorized to appoint its successor. The Escrow Agent shall continue to serve until its successor accepts the escrow by written notice to the parties hereto and the Escrow Agent deposits the escrow fund with such successor escrow agent.

(c) The Escrow Agent undertakes to perform such duties as are specifically set forth herein and may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof. Escrow Agent shall be under no obligation to refer to the Purchase Agreement or to any other documents between the parties related in any way to this Escrow Agreement, except as specifically provided herein.

(d) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, or in accordance with advice of counsel (which counsel may be of the Escrow Agent's own choosing) and it shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its own misconduct or gross negligence.

(e) Each of the Buyer and Seller agrees to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder. Buyer and Seller agree jointly to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder, except in the case of liabilities incurred by the Escrow Agent resulting from its own misconduct or gross negligence.

(f) The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any cash, letter of credit or security deposited with it.

## 6. MISCELLANEOUS.

(a) This Escrow Agreement shall be construed by and governed in accordance with the laws of the State of Florida, applicable to agreements executed and wholly to be performed therein.

(b) This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

(c) This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

(d) Paragraph headings contained in this Escrow Agreement have been inserted for reference purposes only, and shall not be construed as part of this Escrow Agreement.

(e) All notices, requests, demands and other communications hereunder shall be in writing, shall be given simultaneously to all parties hereunder and shall be deemed to have been duly given if delivered or mailed (certified mail, postage pre-paid, return receipt requested) as follows:



If to Buyer:

Perry Broadcasting of Arkansas, Inc.  
1457 NE 23rd Street  
Oklahoma City, Oklahoma 73111  
Attn: Kevin S. Perry  
Email: kperry@kvsp.com

With a copy to  
(which shall not  
constitute notice)

H. Edward DeBee, Esq.  
DeBee Gilchrist, P.C.  
1200 NW 63rd Street, Suite 5000  
Oklahoma City, Oklahoma 73116  
Email: edebec@debeegilchrist.com

If to Seller:

Don Campbell  
217 Campbell Road  
Horatio, Arkansas 71842

With a copy to  
(which shall not  
constitute notice)

Frank R. Jazzo, Esq.  
Fletcher Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, Virginia 22209  
Email: jazzo@fhhlaw.com

If to Escrow Agent:

Media Services Group, Inc.  
402 Angell Street  
Providence, RI 02906  
Attention: Robert J. Maccini

or to such other addresses as any party may have furnished to the other in writing, in accord herewith.

7. TERMINATION. This Escrow Agreement shall automatically terminate upon the distribution of the escrow fund in accord with the terms hereof.

IN WITNESS WHEREOF, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

ATTEST:

\_\_\_\_\_

BUYER:

By:

*Russell M. Perry*  
Russell M. Perry

ATTEST:

\_\_\_\_\_

SELLER:

By:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

ESCROW AGENT: MEDIA SERVICES GROUP, INC.

By:

\_\_\_\_\_

If to Buyer: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_ Email: \_\_\_\_\_

If to Seller: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_ Email: \_\_\_\_\_

If to Escrow Agent: Media Services Group, Inc.  
402 Angell Street  
Providence, RI 02906

Attention: Robert J. Maccini

or to such other addresses as any party may have furnished to the other in writing, in accord herewith.

7. TERMINATION. This Escrow Agreement shall automatically terminate upon the distribution of the escrow fund in accord with the terms hereof.

IN WITNESS WHEREOF, the parties have caused their hands, or those of their duly authorized officers, and seals to be affixed as of the date first above written.

ATTEST:  
\_\_\_\_\_

BUYER: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:  
*Jim Lincoln*  
\_\_\_\_\_

SELLER: *Alan Campbell, individual*

By: *Alan Campbell*  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_

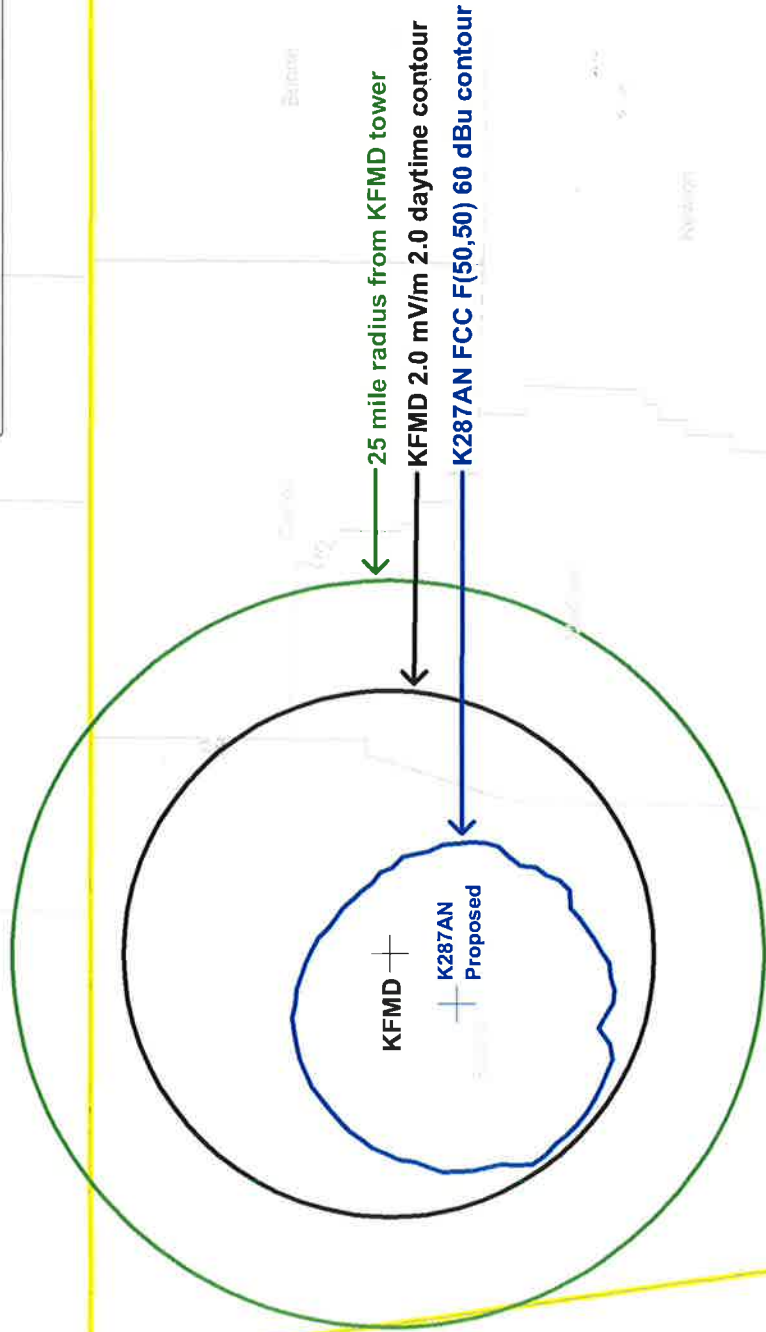
ESCROW AGENT: MEDIA SERVICES GROUP, INC.

By: \_\_\_\_\_

# Exhibit 10 Section 74.1201(g)

Fill-in Transiator - K287AN Fayetteville, AR  
Contour map showing K287AN proposed  
operation on Channel 287D 250 watts @  
175 meters HAAT.

Proposed K287AN F(50,50) 60 dBu contour  
is contained inside both the primary station  
KFMD 2.0 mV/m daytime contour and a  
25 mile radius from the KFMD transmit site.



KFMD  
BL-20130206ADQ  
Bethel Heights, AR  
36-12-43 N. ~ 94-07-38 W. (NAD 27)  
1340 kHz - 1.0 kW Daytime

K287AN Appl.  
Fayetteville, AR  
BLFT-20111012ADL  
36-08-50 N. ~ 94-11-13 W. (NAD 27)  
ERP: .25 kW HAAT: 175 m.  
Frequency: 105.3 MHz  
Channel 287D  
RC-AMSL: 560 m.  
Horizontal Pattern: Omni



HOG RADIO, INC.  
 SPORTS RADIO  
 2704 AMERICAN STREET  
 SPRINGDALE, AR 72764  
 479-303-2034

Order #: **1983-00002**  
 Description: PUBLIC FILE  
 Date Entered: 11/2/2015  
 P.O.#:  
 Salesperson: Daniel, Chris  
 Invoice Frequency: Billed at end of Cal/EOS, Sorted by Date

PSA KFMD-AM

**On-Air Schedule**

<u>Start Date</u>	<u>End Date</u>	<u>Station</u>	<u>Scheduled Time/Event</u>	<u>Repeated</u>	<u>Length</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>	<u>M</u>	<u>Tu</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>Sa</u>	<u>Su</u>
1 11/3/2015	11/6/2015	KFMD-AM	07:00:00 to 09:00:00	CUSTOM	1:00	4	0.00	0.00	N	Y	Y	Y	Y	N	N
11/3/2015	11/6/2015					4	0.00	0.00	0	1	1	1	1	0	0

Order Start Date: 11/3/2015    Order End Date: 11/6/2015    Spots: 4    Total Charges: \$0.00

**Projected Calendar Month/End-Of-Schedule Billing Totals for PSA KFMD-AM / 1983-00002 :**

	<u>Spot Count</u>	<u>Net Billing</u>
November 2015	4	\$0.00

Confirmed & Accepted for HOG RADIO, INC. By:

Accepted for PSA KFMD-AM By:

-----  
 Please Sign and Return One Copy

Hog Radio, Inc.

**Spot Times by Order**

For All Dates

Order = "1983-00002"

Each spot listed on this report also shows the Spot ID and the order's Spot Pattern Definition line number. Combo/Simulcast/slave spots are indicated by css.

---

**KFMD-AM**

---

**PSA KFMD-AM**

**Order Number: 1983-00002**

**11/3/2015**      *Tuesday*

08:50:00  
(#5153878[1])

**11/4/2015**      *Wednesday*

07:00:00  
(#5153879[1])

**11/5/2015**      *Thursday*

08:00:30  
(#5153880[1])

**11/6/2015**      *Friday*

07:36:30  
(#5153881[1])

\* = indicates a manually placed spot      F = indicates a filler spot      c = indicates a simulcast spot

HOG RADIO, INC.  
 SPORTS RADIO  
 2704 AMERICAN STREET  
 SPRINGDALE, AR 72764

Statement Date
11/30/2015

Charges or Payments received after this date will appear on next statement  
 Terms: NET DUE BY THE 10TH

AR Cash

PSA KFMD-AM

Sales Rep: Daniel, Chris

Date			Amount
11/30/2015	1983-00002-0000	* Invoice: PUBLIC FILE	\$0.00

PLEASE NOTE: WE HAVE MOVED TO A MORE COMFORTABLE AND CONVENIENT LOCATION TO BETTER SERVE YOU... Please update your records.  
 Thank You for Advertising With HOG RADIO, INC.

Questions about your statement? Please contact us at (479) 303-2034

Nov	Oct	Sep	Aug +	Please pay this amount
\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00

HOG RADIO, INC.  
 SPORTS RADIO  
 2704 AMERICAN STREET  
 SPRINGDALE, AR 72764

PSA KFMD-AM

Advertiser ID: 1983

Amount Paid

1983-00002-0000	11/30/2015	1
<b>Official Invoice</b>	<b>Date</b>	<b>Page</b>

DETACH AND RETURN WITH PAYMENT

1983-00002-0000

O 11/30/2015

1

PSA KFMD-AM

Purchase Order Number:

Est. Number:

Co-Op:

Description: PUBLIC FILE

Salesperson: Daniel, Chris

Date	Day	Length		Qty	Rate	Total
<b>Copy: PSA SALE :60</b>						
11/3/2015	Tue	1:00	KFMD-AM 08:50:00 AM	1	\$0.00	\$0.00
11/4/2015	Wed	1:00	KFMD-AM 07:00:00 AM	1	\$0.00	\$0.00
11/5/2015	Thu	1:00	KFMD-AM 08:00:30 AM	1	\$0.00	\$0.00
11/6/2015	Fri	1:00	KFMD-AM 07:36:30 AM	1	\$0.00	\$0.00

Questions about your statement? Please contact us at (479) 303-2034

PLEASE NOTE: WE HAVE MOVED TO A MORE COMFORTABLE AND CONVENIENT LOCATION TO BETTER SERVE YOU... Please update your records.

Thank You for Advertising With HOG RADIO, INC.

<b>Quantity</b>	4	<b>Total</b>	<b>\$0.00</b>
<b>Total Due</b>			<b>\$0.00</b>

INVOICE