

## **ASSET PURCHASE AGREEMENT**

ASSET PURCHASE AGREEMENT, dated as of March 14, 2008 (this "Agreement"), by and between PATRICIA E. VAN ZANDT, individually ("Seller"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("Buyer").

### **WITNESSETH:**

WHEREAS, Seller is the permittee of WKEN(FM) Fredonia, Kentucky (Channel 221, 92.1 MHz, FIN: 164226) (the "Station"), pursuant to authorization BNPH-20050103AIV (the "Construction Permit") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire certain of the assets used or useful in connection with the operation of the Station.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby 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 Construction Permit, a copy of which is set forth on Schedule 1 hereto, and the Transmitter Site Lease for the Station's transmitter site (hereafter, the "Lease," the Construction Permit and the Lease being collectively referred to as the "Assets"), free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for taxes not yet due and payable ("Permitted Liens"). Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown.

#### **2. Purchase Price.**

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date Buyer shall pay to Seller the aggregate sum of Two Hundred Ninety-Nine Thousand Six Hundred Dollars (\$299,600) (the "Purchase Price"). The Purchase Price shall be payable to Seller at Closing as follows:

(i) On the Closing Date, Buyer shall pay to Seller, by wire transfer of immediately available funds, the sum of Fifty Thousand Dollars (\$50,000), from the Escrow Agent;

(ii) Concurrently with the execution of this Agreement, Buyer shall execute and deliver to J. Geoffrey Bentley ("Note Escrow Agent"), a promissory note substantially in the form attached hereto as Exhibit A (the "Note") in the aggregate principal amount of Two Hundred Forty-Nine Thousand Six Hundred Dollars (\$249,600), to be held in

escrow and released pursuant to an escrow letter among the parties, of even date herewith. The principal of and interest on the Note shall be amortized over a term of sixty (60) months. The loan evidenced by the Note shall bear interest at the rate of six percent (6.0%) per annum. Buyer shall pay monthly, in arrears, installments of principal and interest in the amount of \$4,825.47 each, commencing on the 30<sup>th</sup> day after Closing and continuing on the same calendar day of each succeeding month. Buyer may prepay all or any portion of the principal of the Note from time to time without penalty; and

(b) To secure Buyer's payment obligations under the Note, Buyer shall execute and deliver to Seller on the Closing Date a Security Agreement substantially in the form of Exhibit B here to ( the "Security Agreement") granting a first priority security interest in the Assets conveyed to Buyer hereunder (excluding the Licenses, but including the proceeds of sale thereof).

(c) Concurrently with the execution of this Agreement, Buyer has delivered WashingtonFirst Bank, (the "Escrow Agent") the sum of Fifty Thousand Dollars (\$50,000.00) to be held as an earnest money deposit (the "Earnest Money Deposit") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. The Earnest Money Deposit shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement.

(d) Buyer is entering into this transaction with full knowledge that the Construction Permit bears an expiration date of June 9, 2008 ("Expiration Date"), and that Seller is entering into this agreement with Buyer in reliance upon Buyer's representations that, between the date of this agreement and the Expiration Date, Buyer, pursuant to the Transmission Facilities Construction and Lease Agreement ("Construction Agreement") of even date herewith, will complete construction of the Station in accordance with the terms of the Construction Permit. Buyer's failure to complete construction within the term of the Construction Permit, for any reason whatsoever except as provided under the Construction Agreement shall not excuse Buyer's non-performance of any of its covenants or other obligations under this Agreement, or under the Promissory Note, shall be deemed to be a breach of this Agreement entitling Seller to any or all of the remedies to which it may be entitled under Section 11(c) hereof.

### **3. FCC Consent; Assignment Application.**

(a) Buyer and Seller shall execute, file and vigorously prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of the Construction Permit (the "FCC Consent") at a date not later than five (5) business days after the execution of this Agreement. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full. Each party shall be responsible for all of its own costs with respect thereto, except for the filing fee, which shall be paid Buyer.

(b) Subsequent to filing the Assignment Application, Buyer shall reimburse the FCC, on Seller's behalf, in an amount determined by the FCC to be due as of the date the penalty is paid, up to a maximum aggregate amount of One Hundred Thirty-Four Thousand Dollars

(\$134,000), which includes interest at the rate required under the FCC's rules, computed from the effective date of the Construction Permit ("FCC Reimbursement Payment"), for the auction bidding credit received by Seller, pursuant to Section 47 CFR §1.2111(a) of the FCC rules. Any difference between the FCC Reimbursement Payment and the \$134,000 maximum, shall be applied to proportionately to: (i) increase the cash due from Buyer to Seller at Closing under Section 2(a)(i) hereto and (ii) decrease the principal amount due under the Note. Buyer and Seller agree that the adjustment provided for in this Section 3(b) shall not modify the Purchase Price.

(c) Seller hereby consents to and agrees to cooperate with Buyer in connection with the filing of a request by Buyer for a waiver of the FCC's "main studio" rules and a request to convert the station to noncommercial status, such waiver and noncommercial change to be effective on or after the Closing Date. Such request shall be made and prosecution thereof shall be conducted solely at Buyer's expense and Seller's covenant of cooperation shall be satisfied by prompt delivery of the signed statement required under Section 73.3517 of the FCC rules or any similar successor rule or provision.

4. **Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur not later than five (5) days following the date on which the FCC Consent shall have become a Final Order, meaning an order which is final, non-appealable, and no longer subject to agency or judicial review (the "Closing Date"); *provided, however*, that nothing herein shall preclude the parties from mutually agreeing to waive the requirement of finality. The Closing shall be held at the offices of Buyer's counsel or conducted by an exchange of documents by overnight delivery and wire transfer of funds, as the Parties may agree.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer:

(a) Seller is an individual residing in the State of [Florida]. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Seller will not require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(b) The Construction Permit is in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds the Construction Permit listed on Schedule 1, which is not subject to any restrictions or conditions that would limit in any material respect the operations of the Station. There is not now pending or, to Seller's knowledge, threatened, any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew the Construction Permit, and Seller has not received any notice of and has no knowledge of, any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. Notwithstanding the foregoing, Buyer acknowledges that the

Construction Permit has been issued by the FCC for a term expiring June 9, 2008, that the failure to complete construction of the Station and commence broadcasting by the expiration date could result in the cancellation of the Construction Permit by the FCC; and that Expiration Date is not a condition inconsistent with Seller's warranty and representation made herein.

(c) Seller has a valid leasehold interest in the Lease, free and clear of all liens, and no party is in material breach or default with respect to the Lease.

(d) There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

(e) No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer.

6. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller:

(a) Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California, and is authorized to do business as a foreign corporation in Kentucky.

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

7. **Covenants.** Seller covenants with Buyer that, between the date hereof and the Closing Date, Seller shall act in accordance with the following:

(a) Seller will not take any action prior to the Closing which would interfere with, impede or delay the grant of the Assignment Application or which would be inconsistent with Seller's representations, warranties and/or obligations under this Agreement and will diligently prosecute the Assignment Application

(b) Seller will not permit the Construction Permit to be surrendered or voluntarily modified or take any action (or fail to take action) which could cause the FCC (apart from the Expiration Date previously referred to) or any other governmental authority to institute proceedings for the suspension, revocation or limitation of rights under the Construction Permit apart from actions by the FCC generally applicable to the broadcasting industry for stations of the same class and type as authorized by the Construction Permit.

8. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(i) Buyer 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 prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have been granted;

(iv) Buyer shall have delivered to Seller, on the Closing Date, the documents required to be delivered pursuant to Section 9(b);

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Buyer:

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

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have become a Final Order and the FCC shall have granted Buyer's main studio waiver request;

(iv) The Construction Permit shall be in full force and effect and there shall be no proceedings pending before the FCC to revoke, cancel, rescind, or modify the Construction Permit other than conditions applicable generally to the broadcasting industry for stations of the same type and class as authorized by the Construction Permit.

(v) Other than those currently existing Liens that are to be satisfied at Closing by Seller out of the cash proceeds of this transaction, there shall not be any Liens on the Assets or any financing statements of record, and Seller shall have delivered to Buyer lien search reports, in form and substance satisfactory to Buyer and dated no earlier than thirty (30) days prior to the Closing, reflecting the results of UCC, tax and judgment lien searches conducted at appropriate offices in the states of [Florida] and Kentucky. To the extent official records of judgments and liens are accessible via the Internet, copies of search results of such records shall be deemed satisfactory by Buyer. Buyer further agrees that mortgage and other liens evidencing

personal indebtedness of the Seller, provided that such indebtedness is not secured by the Assets being conveyed herein, are not within the scope of this Section 8(b)(v) unless incurred in connection with the acquisition of the Construction Permit and/or the construction of the Station.

(vi) Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

**9. Closing Deliveries.**

(a) At the Closing, Seller will deliver to Buyer the following:

- (i) An Assignment and Assumption of the Construction Permit;
- (ii) An Assignment and Assumption of Lease;
- (iii) A certificate, dated the Closing Date, executed by Seller, certifying the fulfillment of the conditions set forth in Section 8(b)(i) and (ii) hereof; and
- (iv) A joint notice to the Escrow Agent; and
- (v) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as each party shall reasonably request.

(b) At the Closing, Buyer will deliver to Seller the following:

- (i) An Assignment and Assumption of the Construction Permit;
- (ii) An Assignment and Assumption of Lease;
- (iii) The Purchase Price, in the manner contemplated by Section 2 hereof, and the Note duly executed by Buyer released by Note Escrow Agent;
- (iv) A receipt for or FCC acknowledgement of the wire transfer of funds required by Section 3(b) hereof;
- (v) Certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby and thereby;
- (vi) A certificate, dated the Closing Date, executed by the President of Buyer, certifying the fulfillment of the conditions set forth in Section 8(a)(i) and (ii) hereof;
- (vii) A joint notice to Escrow Agent; and
- (viii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as each party shall reasonably request.

10. **Indemnification; Survival.**

(a) Each party agrees to indemnify the other for any breach of or default under the several representations, warranties and covenants of Seller and Buyer contained in or made pursuant to this Agreement.

(b) The representations and warranties of Seller and Buyer made herein shall expire as of Closing.

11. **Termination.**

(a) This Agreement may be terminated by either Buyer or Seller by mutual written consent of the parties hereto, or (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; or (ii) if the Assignment Application is denied by the FCC and such denial shall have become a Final Order; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement.

(b) Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby.

(c) Buyer agrees that, in the event of a breach of any of the obligations of Buyer under this agreement or the Construction Agreement, Seller's sole remedy shall be the delivery of the Purchase Price, as liquidated damages, which shall mean (i) the right to receive, from the Escrow Agent, the Escrow Deposit, pursuant to Section 3(c) of the Escrow Agreement, and, in addition thereto, (ii) the right to delivery of the Promissory Note from the Note Escrow Agent, and to receive payment under the Promissory Note pursuant to Section 2(a)(ii) hereto.

12. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

Patricia E. Van Zandt  
194 Godfrey Road  
Edgewater, FL 32141

with a copy (which shall not  
constitute notice) to:

J. Geoffrey Bentley, Esq.

BENTLEY LAW OFFICE  
2700 Copper Creek Road  
Oak Hill, VA 20171

If to Buyer, to:

Educational Media Foundation  
5700 West Oaks Boulevard  
Rocklin, CA 95765  
Attn: Michael Novak, President

with a copy (which shall not  
constitute notice) to:

David D. Oxenford, Esq.  
Davis Wright Tremaine, LLP  
1919 Pennsylvania Ave., NW, Suite 200  
Washington, D.C. 20006

13. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without giving effect to the choice of law principles thereof.

14. **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. This Agreement may be executed and exchanged by facsimile or electronic mail transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

15. **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.

16. **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.

17. **Entire Agreement.** This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

[SIGNATURES TO FOLLOW]



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

**Seller:**

**PATRICIA E. VAN ZANDT, individually**

By: Patricia E. Van Zandt  
[Name] owner/seller  
[Title]

**Buyer:**

**EDUCATIONAL MEDIA FOUNDATION**

By: \_\_\_\_\_  
Michael Novak  
President

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

**Seller:**

**PATRICIA E. VAN ZANDT, individually**

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

[Name]

[Title]

**Buyer:**

**EDUCATIONAL MEDIA FOUNDATION**

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



Michael Novak  
President

SCHEDULE 1

United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

PATRICIA VAN ZANDT  
194 GODFREY ROAD  
EDGEWATER FL 32141

Rodolfo F. Bonacci  
Assistant Chief  
Audio Division  
Media Bureau

Facility ID: 164226

Grant Date: June 09, 2005

Call Sign: WKEN

This permit expires 3:00 a.m.  
local time, 36 months after the  
grant date specified above.

Permit File Number: BNPB-20050103AIV

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: PATRICIA VAN ZANDT

Station Location: KY-FREDONIA

Frequency (MHz): 92.1

Channel: 221

Class: A

Hours of Operation: Unlimited

Callsign: WKEN

Permit No.: BNPH-20050103AIV

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: As required to achieve authorized ERP.

Antenna type: Non-Directional

Antenna Coordinates: North Latitude: 37 deg 15 min 22 sec

West Longitude: 88 deg 01 min 49 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	6.0	6.0
Maximum effective radiated power (kW):		
Height of radiation center above ground (Meters):	50	50
Height of radiation center above mean sea level (Meters):	250	250
Height of radiation center above average terrain (Meters):	100	100

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 60 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

\*\*\* END OF AUTHORIZATION \*\*\*

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0027 (January 2008)	FOR FCC USE ONLY
<b>FCC 301</b>		
<b>APPLICATION FOR CONSTRUCTION PERMIT FOR COMMERCIAL BROADCAST STATION</b>		FOR COMMISSION USE ONLY FILE NO. BMPH - 20080310AAT
Read INSTRUCTIONS Before Filling Out Form		

**Section I - General Information**

1.	Legal Name of the Applicant PATRICIA E. VAN ZANDT		
	Mailing Address 194 GODFREY ROAD		
	City EDGEWATER	State or Country (if foreign address) FL	ZIP Code 32141 -
	Telephone Number (include area code) 3866902200		E-Mail Address (if available) PATVANZANDT@AOL.COM
	FCC Registration Number: 0005274642	Call Sign WKEN	Facility ID Number 164226
2.	Contact Representative (if other than Applicant) J. GEOFFREY BENTLEY		Firm or Company Name BENTLEY LAW OFFICE
	Mailing Address 2700 COPPER CREEK ROAD		
	City HERNDON	State or Country (if foreign address) VA	ZIP Code 20171 -
	Telephone Number (include area code) 7037935207		E-Mail Address (if available) GEOFFBENTLEY@VERIZON.NET
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"/> Other <input checked="" type="radio"/> N/A (Fee Required)		
4.	<b>Application Purpose</b> <input type="radio"/> New station <input type="radio"/> Major Modification of construction permit <input checked="" type="radio"/> Minor Modification of construction permit <input type="radio"/> Major Amendment to pending application <input type="radio"/> New Station with Petition for Rulemaking or Counterproposal to Amend FM Table of Allotments <input type="radio"/> Major Change in licensed facility <input type="radio"/> Minor Change in licensed facility <input type="radio"/> Minor Amendment to pending application (a) File number of original construction permit: BNPH-20050103AIV <input type="checkbox"/> NA (b) Service Type: <input type="radio"/> AM <input checked="" type="radio"/> FM <input type="radio"/> TV <input type="radio"/> DTV (c) DTV Type: <input type="radio"/> Pre-Transition <input type="radio"/> Post-Transition <input type="radio"/> Both (d) Community of License: City: FREDONIA (e) Facility Type: <input checked="" type="radio"/> Main <input type="radio"/> Auxiliary State: KY If an amendment, submit as an Exhibit a listing by Section and Question Number the portions of the pending [Exhibit I]		

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.

## Section II - Legal

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.	<input checked="" type="radio"/> Yes <input type="radio"/> No										
2.	<b>Parties to the Application.</b> a. List the applicant, 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 applicant, 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.											
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>(1) Name and address of the applicant 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 applicant first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.</p> </div> <div style="width: 48%;"> <p>(2) Citizenship.</p> <p>(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's <b>equity/debt plus</b> standard, etc.</p> <p>(4) Percentage of votes.</p> <p>(5) Percentage of total assets (equity plus debt).</p> </div> </div> <p>[Enter Parties/Owners Information]</p> <div style="text-align: center; margin-top: 20px;"> <b>Parties to the Application</b> </div> <p>List the applicant, 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 applicant, 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.</p> <p>(1) Name and address of the applicant 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 applicant first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.</p> <p>(2) Citizenship.</p> <p>(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's <b>equity/debt plus</b> standard, etc.</p> <p>(4) Percentage of votes.</p> <p>(5) Percentage of total assets (equity plus debt).</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;">(1) Name and Address</th> <th style="width: 15%;">(2) Citizenship</th> <th style="width: 15%;">(3) Positional Interest</th> <th style="width: 15%;">(4) Percentage of Votes</th> <th style="width: 15%;">(5) Percentage of Assets</th> </tr> </thead> <tbody> <tr> <td>PATRICIA E. VAN ZANDT, 194 GODFREY RD, EDGEWATER, FL, 32141</td> <td>US</td> <td>OWNER</td> <td>100</td> <td>100</td> </tr> </tbody> </table>			(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of Assets	PATRICIA E. VAN ZANDT, 194 GODFREY RD, EDGEWATER, FL, 32141	US	OWNER	100	100
(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of Assets								
PATRICIA E. VAN ZANDT, 194 GODFREY RD, EDGEWATER, FL, 32141	US	OWNER	100	100								

	attributable.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 2]
3.	<b>Other Authorizations.</b> List call signs, locations, and facility identifiers of all other broadcast stations in which applicant or any party to the application has an attributable interest.	<input type="checkbox"/> N/A [Exhibit 3]
4.	<b>Multiple Ownership.</b> a. Is the applicant or any party to the application the holder of an attributable radio joint sales agreement or an attributable radio or television time brokerage agreement in the same market as the station subject to this application?  If "YES," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.  b. Applicant certifies that the proposed facility complies with the Commission's multiple ownership rules and cross-ownership rules.  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).  All Applicants: If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.  c. Applicant certifies that the proposed facility: <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 non-participation of non-party investors and creditors.</li> </ol>	<input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 4]  <input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 5]  <input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]
5.	<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: <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 party to the application; or</li> <li>b. any pending broadcast application in which character issues have been raised.</li> </ol>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]
6.	<b>Adverse Findings.</b> Applicant certifies that, with respect to the applicant and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 8]
7.	<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.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 9]
8.	<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.	<input checked="" type="radio"/> Yes <input type="radio"/> No
9.	<b>Local Public Notice.</b> Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input checked="" type="radio"/> Yes <input type="radio"/> No
10.	<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.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A



	<b>An exhibit is required unless this question is inapplicable.</b>	[Exhibit 10]
11.	<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.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	<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
13.	<b>Petition for Rulemaking/Counterproposal to Add New FM Channel to FM Table of Allotments.</b> If the application is being submitted concurrently with a Petition for Rulemaking or Counterproposal to Amend the FM Table of Allotments (47 C.F.R. section 73.202) to add a new FM channel allotment, petitioner/counter-proponent certifies that, if the FM channel allotment requested is allotted, petitioner/counter-proponent will apply to participate in the auction of the channel allotment requested and specified in this application.	<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 PATRICIA E. VAN ZANDT	Typed or Printed Title of Person Signing OWNER
Signature	Date 03/07/2008

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).

<b>Section III-B - FM Engineering</b>	
<b>TECHNICAL SPECIFICATIONS</b>	
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.	
<b>TECH BOX</b>	
1.	Channel Number: 221
2.	Class (select one): <input checked="" type="radio"/> A <input type="radio"/> B1 <input type="radio"/> B <input type="radio"/> C3 <input type="radio"/> C2 <input type="radio"/> C1 <input type="radio"/> C0 <input type="radio"/> C <input type="radio"/> D
3.	Antenna Location Coordinates: (NAD 27)  Latitude: Degrees 37 Minutes 10 Seconds 51 <input checked="" type="radio"/> North <input type="radio"/> South  Longitude: Degrees 88 Minutes 0 Seconds 4 <input checked="" type="radio"/> West <input type="radio"/> East
4.	Proposed Allotment or Assignment Coordinates: (NAD 27) <input checked="" type="checkbox"/> Not Applicable  Latitude: Degrees Minutes Seconds <input type="radio"/> North <input type="radio"/> South  Longitude:

Degrees Minutes Seconds <input type="radio"/> West <input type="radio"/> East																																																																																																											
5.	Antenna Structure Registration Number: <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA																																																																																																										
6.	Overall Tower Height Above Ground Level:								60meters																																																																																																		
7.	Height of Radiation Center Above Mean Sea Level:								260.6 meters(H)		260.6 meters(V)																																																																																																
8.	Height of Radiation Center Above Ground Level:								45.7meters(H)		45.7meters(V)																																																																																																
9.	Height of Radiation Center Above Average Terrain:								114meters(H)		114meters(V)																																																																																																
10.	Effective Radiated Power:								4.6 kW(H)		4.6 kW(V)																																																																																																
11.	Maximum Effective Radiated Power: <input checked="" type="checkbox"/> Not Applicable (Beam-Tilt Antenna ONLY)								0 kW(H)		0 kW(V)																																																																																																
12.	Directional Antenna Relative Field Values: <input checked="" type="checkbox"/> Not applicable (Nondirectional)  Rotation (Degrees): <input type="checkbox"/> No Rotation																																																																																																										
<table border="1"> <thead> <tr> <th>Degrees</th><th>Value</th><th>Degrees</th><th>Value</th><th>Degrees</th><th>Value</th><th>Degrees</th><th>Value</th><th>Degrees</th><th>Value</th><th>Degrees</th><th>Value</th></tr> </thead> <tbody> <tr><td>0</td><td></td><td>10</td><td></td><td>20</td><td></td><td>30</td><td></td><td>40</td><td></td><td>50</td><td></td></tr> <tr><td>60</td><td></td><td>70</td><td></td><td>80</td><td></td><td>90</td><td></td><td>100</td><td></td><td>110</td><td></td></tr> <tr><td>120</td><td></td><td>130</td><td></td><td>140</td><td></td><td>150</td><td></td><td>160</td><td></td><td>170</td><td></td></tr> <tr><td>180</td><td></td><td>190</td><td></td><td>200</td><td></td><td>210</td><td></td><td>220</td><td></td><td>230</td><td></td></tr> <tr><td>240</td><td></td><td>250</td><td></td><td>260</td><td></td><td>270</td><td></td><td>280</td><td></td><td>290</td><td></td></tr> <tr><td>300</td><td></td><td>310</td><td></td><td>320</td><td></td><td>330</td><td></td><td>340</td><td></td><td>350</td><td></td></tr> <tr><td colspan="2">Additional Azimuths</td><td colspan="10"></td></tr> </tbody> </table>												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											
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Relative Field Polar Plot

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

#### CERTIFICATION

**AUXILIARY ANTENNA APPLICANTS ARE NOT REQUIRED TO RESPOND TO ITEMS 13-16. PROCEED TO ITEM 17.**

13.	<b>Availability of Channels.</b> The proposed facility complies with the allotment requirements of 47 C.F.R. Section 73.203.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 23]
14.	<b>Community Coverage.</b> The proposed facility complies with 47 C.F.R. Section 73.315.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 24]
15.	<b>Main Studio Location.</b> The proposed main studio location complies with 47 C.F.R. Section 73.1125.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 25]
16.	<b>Interference.</b> The proposed facility complies with all of the following applicable rule sections: Check all those that apply:	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 26]

<b>Separation Requirements.</b> <input checked="" type="checkbox"/> a) 47 C.F.R. Section 73.207  <b>Grandfathered Short-Spaced.</b>  <input type="checkbox"/> b) 47 C.F.R. Section 73.213(a) with respect to station(s): [Exhibit 27] <b>Exhibit required</b> <input type="checkbox"/> c) 47 C.F.R. Section 73.213(b) with respect to station(s): [Exhibit 28] <b>Exhibit required</b> <input type="checkbox"/> d) 47 C.F.R. Section 73.213(c) with respect to station(s): [Exhibit 29] <b>Exhibit required.</b>  <b>Contour Protection</b>  <input type="checkbox"/> e) 47 C.F.R. Section 73.215 with respect to station(s): [Exhibit 30] <b>Exhibit required.</b>		
17.	<b>Environmental Protection Act.</b> 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>  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.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 31]
18.	<b>Community of License Change - Section 307(b).</b> If the application is being submitted to change the facility's community of license, then the applicant certifies that it has attached an exhibit containing information demonstrating that the proposed community of license change constitutes a preferential arrangement of station assignments under Section 307(b) of the Communications Act of 1934, as amended (47 U.S.C. Section 307(b)).  <b>An exhibit is required unless this question is not applicable.</b>	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  [Exhibit 32]
<b>PREPARERS CERTIFICATION ON PAGE 3 MUST BE COMPLETED AND SIGNED.</b>		

### 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 RICHARD VAN ZANDT		Relationship to Applicant (e.g., Consulting Engineer) CONSULTING ENGINEER	
Signature		Date 03/07/2008	
Mailing Address 194 GODFREY RD			
City EDGEWATER	State or Country (if foreign address) FL		Zip Code 32141 -

Telephone Number (include area code)  
2178997190

E-Mail Address (if available)  
RLVZ@AOL.COM

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

## Exhibits

### Exhibit 3

Description: OTHER INTERESTS

THE LICENSEE IS 100% OWNER OF WGNX(FM) COLCHESTER, ILLINOIS.

### Attachment 3

### Exhibit 5

Description: OWNERSHIP RULES

THE APPLICANT HAS NO INTEREST IN OTHER RADIO STATIONS IN THIS MARKET.

### Attachment 5

### Exhibit 24

Description: CITY OF LICENSE COVERAGE

THE ATTACHED COVERAGE MAP SHOWS THAT THE PROPOSED STATIONS 70DBU CITY GRADE CONTOUR EASILY COVERS THE CITY OF LICENSE OF FREDONIA, KENTUCKY.

### Attachment 24

Description
CITY OF LICENSE COVERAGE

### Exhibit 26

Description: ALLOCATION STUDY

THIS APPLICATION REQUESTS FCC PERMISSION TO MOVE WKEN(FM) TO A NEW TOWER SITE. THE ATTACHED ALLOCATION STUDY CONFIRMS THAT THE PROPOSED FACILITY PROTECTS ALL EXISTING AND PROPOSED STATIONS.

### Attachment 26

Description
ALLOCATION STUDY

### Exhibit 31

Description: ENVIRONMENTAL STUDY

THIS APPLICATION SEEKS FCC APPROVAL TO MOVE WKEN(FM) TO A NEW TOWER SITE. THE TOWER SITE CHOSEN IS AN EXISTING TOWER THAT HAS AN OVERALL HEIGHT OF 60 METERS AGL. NO CHANGES WILL BE MADE TO THE TOWERS OVERALL HEIGHT OR TO THE LAND IMMEDIATELY SURROUNDING THE

TOWER. THE TOWER DOES NOT REQUIRE FAA OR FCC REGISTRATION.

THERE ARE NO OTHER AM,FM,TV TRANSMITTERS ON OR NEAR THE TOWER.

THE PROPOSED FACILITY WILL OPERATE WITH 4.6 KW ERP, USING A 2-BAY ERI LPX-2 CIRCULARLY POLARIZED ANTENNA, 1-WAVELENGTH SPACING, WITH CR AT 45.7 METERS AGL. THE 'WORST-CASE' RADIATION FROM THE PROPOSED FACILITY WILL BE 4.415 UW/SQ.CM. WHICH IS ONLY 2 PERCENT OF THE MAXIMUM ALLOWABLE.

WHEN TOWER WORKERS MUST BE LOCATED NEAR THE FM TRANSMIT ANTENNA THE TRANSMITTER POWER OUTPUT WILL BE REDUCED OR THE TRANSMITTER WILL BE TURNED OFF, AS NEEDED, TO PROTECT THE WORKERS.

RF RADIATION HAZARD TO HUMAN STUDY IS ATTACHED.

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**Attachment 31**

Description
RF HAZARD STUDY

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