

1/12/2006

**SECOND AMENDMENT
TO ASSET PURCHASE AGREEMENT**

THIS SECOND AMENDMENT to the Asset Purchase Agreement (this "Second Amendment") is made by and among Z-SPANISH MEDIA CORPORATION, ENTRAVISION-TEXAS LIMITED PARTNERSHIP (as successor-in-interest to Z-SPANISH MEDIA CORPORATION), NORTH TEXAS RADIO GROUP, L.P., and REESE BROADCASTING, L.L.C., this 17th day of January, 2006. Any capitalized term used but not otherwise defined herein shall have the meaning given such term in the Agreement.

WHEREAS, the Parties are parties to a certain Asset Purchase Agreement (the "Agreement"), entered into on the 29th day of July, 1999, concerning the sale and purchase of the Purchased Stations; and

WHEREAS, the Agreement has been amended by that certain Acknowledgments and Amendment to Asset Purchase Agreement, dated as of June 30, 2003 ("Amendment"); and

WHEREAS, the Parties desire to amend further the Agreement to reflect certain agreed upon changes to the terms and conditions of the Agreement, as amended by the Amendment, and to confirm the continuing effectiveness of the Agreement, the Amendment, and the terms, conditions, agreements and covenants contained therein.

NOW, THEREFORE, in consideration of the agreements and covenants contained in this Second Amendment, the sufficiency and adequacy of which are hereby acknowledged by the Parties, it is hereby mutually agreed by and among the Parties as follows:

1. Amendments to the Agreement. The Parties hereby further amend the Agreement as follows:

A. The definitions in the Recitals are modified as follows:

The Parties agree to modify the definitions of the NTRG Stations and the Purchased Stations to provide that only the Bridgeport Station shall be, from the date of this Second Amendment, considered as the NTRG Station and the Purchased Station. In so doing, the Parties wish to confirm that the Bridgeport Station will continue to be subject to the requirement that it be upgraded to meet the requirement of a Class C Upgrade, as provided for in this Second Amendment, in order for the full Purchase Price to be paid. All provisions applicable to the purchase and sale of the NTRG Station and the Purchased Station, other than the Bridgeport Station and the Bonham FM Station (subject to the provisions contained in Section 5 of this Second Amendment), are deemed

deleted and NTRG and Reese are permitted to take any actions in regard to the stations other than the Bridgeport Station and the Bonham FM Station (subject to the provisions contained in Section 5 of this Second Amendment) that are not otherwise inconsistent with the Agreement, as amended by the Amendment and this Second Amendment. Buyer shall have no liabilities or obligations in connection with any station treated as a Purchased Station (other than the Bridgeport Station and Sellers shall indemnify and hold harmless Buyer from any and all liabilities or obligations to acquire, own, or operate any station referenced in the Agreement other than the Bridgeport Station, and all such liabilities or obligations to acquire, own, or operate any station other than the Bridgeport Station shall be the sole and exclusive obligation of Sellers. Notwithstanding the foregoing, neither NTRG nor Reese shall take any action that would prevent or delay in the implementation of the Changes in Status, the Class C Upgrade, the Facility Downgrade Agreements, or the understandings contained in this Second Amendment, and shall cause any purchasers of any stations sold by them to agree to comply with the Agreement, as amended by the Amendment and this Second Amendment, and any applicable Facility Downgrade Agreement.

B. The parties add the following Recital:

H. The Parties, taking into consideration that the FCC, in its *Report and Order* in MM Docket No. 01-293, 19 FCC Rcd 5347 (2004) ("*Report and Order*"), only authorized the upgrade of the Bridgeport Station to Class C0 status, have agreed in order for the Bridgeport Station to be upgraded to the agreed upon Class C station, to undertake a further two-step effort in order to accomplish the agreed upon Class C Upgrade of the Bridgeport Station to Class C status. In the first step, the Parties will carry out the changes authorized by the FCC in the Report and Order, resulting in the Construction Permit for Class CO status for the Bridgeport Station.

In the second step, the Parties will take further actions at the FCC as follows: (1) obtaining the dismissal of a proposed allotment for FM Channel 251A at Electra, Texas; (2) seeking the relocation, return the license, or modification of facilities of the Bonham FM Station as further described in C2 hereof; and (3) the filing of a Form 301 seeking modification of facilities for the Bridgeport Station attached on Schedule 4.01(m) hereof (items (1), (2), and (3) being referred to as the "Bridgeport Station Further Upgrade"). The parties acknowledge that Items 1 and 2 of the second step have been taken by Sellers, with the cooperation of Buyer, prior to the execution of this Second Amendment.

C. Section 4.01(l) is deleted and the following is substituted in its place:

(i) All of the Changes in Status, all of the changes provided for in this Second Amendment, and the Bridgeport Station Further Upgrade shall have been completed, shall have become operational, and shall have been licensed by the FCC, and the FCC License Grants shall have become Final (as hereinafter defined) order, and (ii) the Upgraded Station shall have predicted coverage based on the facilities proposed for the Bridgeport FM Station in the FCC Form 301 construction permit application contained in Schedule 4.01(m). In the event that the conditions in this Section 4.01(l) have not been

satisfied by October 1, 2006, the Buyer, at its option, shall either: (i) proceed with this transaction and close on the purchase of the Bonham FM Station with its modified facilities as such exist as of the date of closing, and the Bridgeport Station as a Class CO, and shall pay Sellers the Purchase Price (or so much of it as then due), or (ii) await further action by the FCC and the completion of the Changes in Status and the Bridgeport Station Further Upgrade; or (iii) terminate this transaction in accordance with Section 10.01(d) hereof.

D. Schedule 4.01(l) is deleted and Schedule 4.01(m), attached to this Second Amendment as Exhibit E, is substituted in its place.

E. Further Upgrade of Bridgeport Station

A. As described in Section 1.B. of this Second Amendment, Sellers did not secure from the FCC, in the initial rulemaking involving channel allotments, an upgrade of the Bridgeport Station's FM channel to Class C status. The Parties, seeking to secure the upgrade of the Bridgeport Station from a Class CO to the agreed upon Class C status, agree to take the following actions:

1. Sellers will, exercising best efforts and due diligence, promptly carry out all of the upgrades as contemplated by and in full conformance with the Agreement and this Second Amendment and as required to effectuate the *Report and Order* and file the necessary license applications with the FCC at the earliest possible time.

2. Sellers have heretofore secured the dismissal with prejudice of the Petition for Rulemaking filed by Charles Crawford for a new FM radio station on Channel 251A at Electra, Texas, a copy of which is attached hereto as Exhibit G, and will take all actions reasonably necessary to ensure that the dismissal becomes a Final order.

3. Sellers will, exercising best efforts and due diligence, promptly cause the Bonham FM Station to take the following actions: (i) apply for a construction permit to relocate the Bonham FM Station transmitter site on Channel 251A seeking a city coverage waiver using the alternate method (Longley-Rice), or (ii) return the Bonham FM Station license to the FCC. Such actions will be coordinated with Buyer and will be based on and adhere to the recommendations of Buyer and Buyer's engineering counsel. Such action will be taken simultaneously with the application for the Bridgeport Station's Further Upgrade as contingent minor change applications. Upon receipt of any such construction permits, Sellers shall promptly complete any required modification of the facilities of the Bonham FM Station and immediately thereafter file with the FCC any required applications for licenses to cover the construction permits.

4. Sellers shall, simultaneously with the filing of the application for a license to cover the construction permit for the Bridgeport Station in FCC File No. BPH-20040714ABU, file an application for a construction permit to upgrade the Bridgeport Station to achieve the Class C Upgrade at a height of radiation center above ground of 572 meters on the same antenna supporting structure authorized for the Bridgeport

Station in File No. BPH-20040714ABU. In the event that Sellers and Buyer receive the advice of their communications counsel and engineers that the Bridgeport Station need not take the intermediate step of an upgrade to Class C0 status in order to achieve the Bridgeport Station Further Upgrade, Sellers may forbear from such construction and await the grant of the Bridgeport Station Further Upgrade Construction Permit. Following full execution of this Second Amendment, Buyer shall promptly order for delivery all equipment and other items it requires to equip, install, and operate the modified facilities for the Bridgeport Station Further Upgrade. Buyer shall cooperate with Sellers, upon receipt of a construction permit from the FCC in conformance with the specifications contained in FCC File No. BMPH- 20051221AAC, in the prompt construction of the modified Bridgeport Station facilities. Buyer shall, upon request of Sellers, provide Sellers with information as to the status of the equipment orders and construction. The modification of the facilities for the Bridgeport Station in File No. BPH-20040714ABU and the Bridgeport Station Further Upgrade shall remain subject to Sellers' ultimate control as licensee of the Bridgeport Station.

F. Section 8.06 is deleted and in its place the following is substituted:

The parties shall file with the Commission, on or before February 1, 2006, or as promptly thereafter as possible in the event the parties need additional time in which to prepare their application, an application on FCC Form 314 requesting Commission consent to the assignment of the Purchased Station (as that term is modified in Section 1.A. of this Second Amendment), from NTRG to Entravision Holdings, LLC, an affiliate of Entravision-Texas Limited Partnership, the assignee of the Buyer as provided for in Section 1.H. of this Second Amendment.

G. Section 8.10(a) is modified as follows:

The second and third sentences of the Section are stricken and the following is substituted in its place:

Buyer, under the supervision of Sellers, and subject to Section 2 hereof shall be responsible for the construction of the Bridgeport Station Further Upgrade.

H. Section 10.01.d. is deleted and in its place the following is substituted:

d. By Buyer, at its option, in accordance with Section 4.01(1) hereof. In such an event, Sellers shall, within two (2) business days, deliver to Buyer promissory notes in the form of Exhibit B hereof in the original, aggregate principal amounts of all advances made by Buyer pursuant to Schedule 1.04 and any other amounts advanced by Buyer to Sellers in furtherance of the Agreement, as amended. Interest shall accrue on the Repayment Notes at a rate of ten per cent (10%) per annum, compounded monthly, payable in full (all principal and accrued interest) on the date that is twelve (12) months from the date on which the Repayment Notes are delivered. Interest shall commence on the date on which the

Repayment Notes are delivered. One of the Repayment Notes shall be made by Reese, in the principal amount equal to \$1,000,750.00; the remainder of the funds required to be repaid to Buyer shall be payable by NTRG pursuant to a promissory note or notes executed by it. The Repayment Notes shall be secured by: (i) security agreements granting Buyer a first priority security interest in all of NTRG's and Reese's assets, and (ii) first priority pledges of all the partnership, membership and other ownership interests of NTRG and Reese.

I. Section 11.03 is amended to provide that Buyer may assign the Agreement, in whole or in part, to any entities that it may choose without securing the prior consent of Sellers, so long as Buyer demonstrates to Sellers, in advance of any assignment, that assignee in credit worthy and capable of performing the terms of the Agreement. Any such assignment shall not serve as a release of Buyer or any of Buyer's obligations under the terms of the Agreement. Buyer has undertaken the assignment, pursuant to the Assignment and Assumption Agreement, attached hereto as Exhibit F, assigning the Agreement, that Entravision-Texas Limited Partnership, a Texas limited partnership, and Entravision-Texas Limited Partnership is substituted for the Buyer for all purposes under the terms and conditions of the Agreement, as amended.

J. NTRG has entered into a Settlement Agreement with Roy E. Henderson concerning that certain Consulting Agreement, dated July 14, 1998, by and between NTRG and Roy E. Henderson, as amended by that certain Amendment to Consulting Agreement, dated July 15, 1998, by and between NTRG and Roy E. Henderson, a copy of the fully executed Settlement Agreement is attached hereto as Exhibit J.

K. Section 2.01 is modified to substitute "ten (10) business days" for "fifteen (15) business days."

L. Subsection 2.01(ii) is deleted and the following is substituted in its place:

(ii) the Changes in Status and the Bridgeport Station Further Upgrade shall have been constructed in accordance with the terms of the Agreement, as modified by this Second Amendment, such that the Upgraded Station is operating in complete accord with Schedule 4.01(m) hereof, the Upgraded Station shall meet the requirements of Section 4.01(l) hereof, as amended by this Second Amendment, and the Changes in Status and Bridgeport Station Further Upgrade have each been licensed by the FCC (the "*FCC License Grants*") and the FCC License Grants have each become a Final (as hereinafter defined) order.

M. Buyer shall be responsible for the work and expenses (over \$30,000.00 chargeable to Sellers) related to the modification of the facilities for the Bridgeport Station in File No. BPH-20040714ABU and in the upgrade of the Bridgeport Station to full Class C status, subject to Seller's ultimate control as licensee of the Bridgeport Station.

N. In connection with the carrying out of the work provided for in this Section 2, the Parties agree that their primary responsibilities and economic obligations, subject to consultation with the other party and the taking into due consideration of any material issues or concerns raised by the other party, shall be to obtain the Bridgeport Station Further Upgrade and, in so doing, shall exercise their best efforts as follows:

a. The Sellers shall:

1. Work with Buyer and Buyer's communications consulting engineer in the preparation and submission of all applications to the FCC necessary to carrying out this Agreement, as amended.

2. Negotiate with, enter into, and perform binding agreements with any third parties that are required to take actions involving modification of their stations' facilities, including making any commitments or payments necessary to secure their cooperation.

b. The Buyer shall:

1. Provide to Sellers the necessary engineering to support any applications to the FCC involving the Purchased Station, subject to Sellers' review and approval.

2. Diligently and promptly assist Sellers in the prosecution of applications pending before the FCC.

B. All costs and expenses incurred by a party under this Section shall be paid by the party incurring them.

2. Amendments to Schedule 1.04

A. The Parties agree to modify Schedule 1.04 as follows:

1. On full execution of this Second Amendment, Buyer shall advance to Sellers the sum of Three Hundred Twenty Thousand Dollars (\$320,000.00) as an advance against the construction costs for the work needed for the stations other than the Bridgeport Station. Sellers shall provide, prior to Closing, an accounting of the funds used in the construction of the stations other than the Bridgeport Station and shall refund to Buyer any costs not incurred and spent.

2. On full execution of this Second Amendment, Buyer shall advance to Sellers the sum of Five Hundred Thousand Dollars (\$500,000.00), as the required advance for the Ardmore Station, pursuant to Schedule 1.04(c)4(iii).

2. Place in escrow with the MidFirst Trust Company, a subsidiary of MidFirst Bank, Oklahoma City, Oklahoma, the sum of Three Million Three Hundred and Fifty

Thousand Dollars (\$3,350,000.00) provided for in Section (c)(4)(ii) of Schedule 1.04. The terms of the escrow between Sellers and the licensee of the Lawton Station shall be identical in form and substance to Exhibit H hereto. The escrow funds shall be disbursed to the licensee of the Lawton Station upon the FCC issuing to the licensee a license to cover the construction permit for the Lawton Station received in FCC File No. BPH-20040714ADR.

3. Section (d)2.(ii) is stricken and the Parties agree that Exhibit I hereto contains a Pro Forma statement as to the disbursement of funds paid and to be paid by Buyer under the terms of the Agreement, as modified by the Amendment and this Second Amendment, based on information available to the Parties as of the date of this Second Amendment.

3. Purchase Price

Buyer shall be entitled to the following credits to the Purchase Price as a result of the elimination of certain stations as Purchased Stations (thereby allowing Sellers to own or sell such stations) and by work assuming by Buyer that Sellers were obligated to undertake at Seller's expense, by the terms of the Agreement, as reflected by the Pro Forma statement contained in Exhibit I hereto:

1. One Hundred Twenty-five Thousand Dollars (\$125,000.00) for the Stephenville Station that Buyer is not acquiring.

2. Sixty Thousand Dollars (\$60,000.00) for Stations KFYN(AM) and KFYZ-FM, Bonham, Texas, that Buyer is not acquiring.

3. Five Hundred Thousand Dollars (\$500,000.00) for the Palestine FM Station that the Buyer is not acquiring.

4. Two Hundred Twenty-five Thousand Dollars (\$225,000.00) reflecting the reduction in expenses for Sellers as a result of Buyer undertaking all of the work required to achieve the Upgraded Station, in excess of Thirty Thousand Dollars (\$30,000.00) which Sellers were entitled to reimbursement for, all in conformance with the provision of Schedule 1.04(d)2.(i).

4. Tower Lease. In the event that Sellers advise Buyer that they are preparing to commence operations of the Bridgeport Station from the tower owned by Entravision-Texas Limited Partnership, Sellers and Entravision-Texas Limited Partnership shall negotiate a lease which shall, in addition to customary terms for tower site leases, contain the following terms and conditions: (i) rent of \$5,000.00 per month plus annual cost of living increases; (ii) an initial term of five (5) years along with four (4) option terms of five (5) years each; (iii) a \$10,000.00 security deposit; (iv) an antenna location on the tower at the 572 meter height; and (v) a covenant that the Sellers shall not broadcast any programming in the Spanish language.

5. Bonham Station. Until such time as the Bridgeport Station receives from the FCC a license to cover the Bridgeport Station Further Upgrade, and such license is Final, NTRG shall continue to own and control the Bonham Station and shall cooperate with Buyer in taking any and all actions, involving the Bonham Station, necessary to secure the Bridgeport Station Further Upgrade. Following the receipt by Buyer from the FCC of a license that is Final, to cover the FCC construction permit for the Bridgeport Station Further Upgrade, NTRG may, at its discretion, assign the license for the Bonham Station or transfer control of NTRG to any third party. It is further agreed that until such time as the Bridgeport Station receives from the FCC a license to cover the Bridgeport Station Further Upgrade, and such license is Final, Buyer shall have an irrevocable option to acquire the Bonham Station, and be assigned the FCC license subject to FCC consent, upon the tender of written notice of exercise and the sum of \$10.00 to NTRG. Upon such exercise of the option, NTRG shall use its best efforts to cooperate in securing the required FCC consent and consummation of the assignment of FCC license and Bonham Station assets to Buyer. Time is of the essence.

6. Schedules to the Agreement. The Parties hereby acknowledge that the following Schedules to the Agreement have never been prepared and do not exist: 1.01(c)(i), 1.01(c)(ii), 1.03(c), 1.03(d), 4.01(l), 5.06, 5.14, 6.06, 6.14, and 6.17.

7. Confirmation. Except as expressly set forth herein, all agreements, covenants, terms, and conditions of the Agreement, as modified by the Amendment, shall remain unchanged and continue to be in full force and effect and are hereby ratified and confirmed by the Parties.

8. Conflicts. In the event of any conflict between the terms of this Second Amendment and the Agreement, as amended by the Amendment, the terms of this Second Amendment will control.

IN WITNESS WHEREOF, the undersigned Parties have executed this Second Amendment as of the date first written above.

ENTRAVISION-TEXAS LIMITED PARTNERSHIP

**By: Entravision Texas G P LLC,
Its General Partner**

By: _____
Print Name: _____
Title: _____

OTHER SIGNATURE(S) ON FOLLOWING PAGE

Z-SPANISH MEDIA CORPORATION

By: _____
Print Name: _____
Title: _____

NORTH TEXAS RADIO GROUP, L.P.

By: _____
Print Name: _____
Title: _____

REESE BROADCASTING, L.L.C.

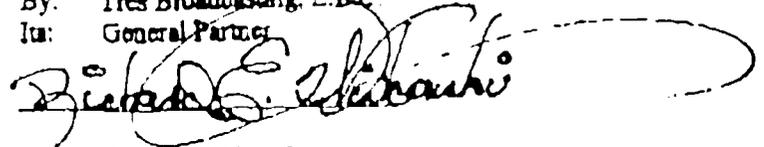
By: _____
Print Name: _____
Title: _____

Z-SPANISH MEDIA CORPORATION

By: _____
Print Name: _____
Title: _____

NORTH TEXAS RADIO GROUP, L.P.

By: Tres Broadcasting, L.L.C.
In: General Partner



By: Richard E. Witkovski
Manager, Tres Broadcasting, L.L.C.

REESE BROADCASTING, L.L.C.

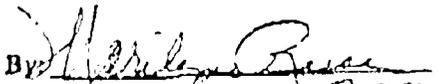
By: 
Print Name: MARILYNN REESE
Title: MANAGER

EXHIBIT E

SCHEDULE 4.01(m)

CONSTRUCTION PERMIT APPLICATION FOR STATION KBOC(FM)

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 301</p>	Approved by OMB 3060-0027 (September 2004) FOR FCC USE ONLY
APPLICATION FOR CONSTRUCTION PERMIT FOR COMMERCIAL BROADCAST STATION Read INSTRUCTIONS Before Filling Out Form	FOR COMMISSION USE ONLY FILE NO. BMPH - 20051221AAC

Section I - General Information

1.	Legal Name of the Applicant NORTH TEXAS RADIO GROUP, L.P.		
	Mailing Address 5946 CLUB OAKS DRIVE		
	City DALLAS	State or Country (if foreign address) TX	ZIP Code 75248 -
	Telephone Number (include area code) 9729316055	E-Mail Address (if available)	
	FCC Registration Number: 0006806780	Call Sign KBOC	Facility ID Number 64694
2.	Contact Representative (if other than Applicant) ANNE GOODWIN CRUMP		Firm or Company Name FLETCHER, HEALD & HILDRETH, P.L.C.
	Telephone Number (include area code) 7038120400	E-Mail Address (if available) CRUMP@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="checkbox"/> Governmental Entity <input type="checkbox"/> Other		
4.	Application Purpose <input type="checkbox"/> New station <input type="checkbox"/> Major Change in licensed facility <input type="checkbox"/> Minor Change in licensed facility <input type="checkbox"/> Major Modification of construction permit <input checked="" type="checkbox"/> Minor Modification of construction permit <input type="checkbox"/> Major Amendment to pending application <input type="checkbox"/> Minor Amendment to pending application (a) File number of original construction permit: BPH-20040714ABU <input type="checkbox"/> NA (b) Service Type: <input type="checkbox"/> AM <input checked="" type="checkbox"/> FM <input type="checkbox"/> TV <input type="checkbox"/> DTV (c) Community of License: City: BRIDGEPORT State: TX (d) Facility Type <input checked="" type="checkbox"/> Main <input type="checkbox"/> Auxiliary If an amendment, submit as an Exhibit a listing by [Exhibit 1] Section and Question Number the 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.

Section II - Legal

1.	<p>Certification. Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
2.	<p>Parties to the Application.</p> <p>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.</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 equity/debt plus standard, etc.</p> <p>(4) Percentage of votes.</p> <p>(5) Percentage of total assets (equity plus debt).</p> <p>[Enter Parties/Owners Information]</p> <hr/> <p>b. Applicant certifies that equity and financial interests not set forth above are non-attributable.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 2]</p>
3.	<p>Other Authorizations. 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.</p>	<p><input type="checkbox"/> N/A [Exhibit 3]</p>
4.	<p>Multiple Ownership.</p> <p>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?</p> <p>If "YES," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.</p> <p>b. Applicant certifies that the proposed facility complies with the Commission's multiple ownership rules and cross-ownership rules.</p> <p>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>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.</p> <p>c. Applicant certifies that the proposed facility:</p> <ol style="list-style-type: none"> does not present an issue under the Commission's policies relating to media interests of immediate family members; complies with the Commission's policies relating to future ownership interests; and complies with the Commission's restrictions relating to the insulation and non-participation of non-party investors and creditors. 	<p><input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 4]</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 5]</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]</p>
5.	<p>Character Issues. Applicant certifies that neither applicant nor any party to the application has</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>

	or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or b. any pending broadcast application in which character issues have been raised.	See Explanation in [Exhibit 7]
6.	Adverse Findings. Applicant certifies that, with respect to the applicant and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 8]
7.	Alien Ownership and Control. 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 type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 9]
8.	Program Service Certification. 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 type="radio"/> Yes <input type="radio"/> No
9.	Local Public Notice. Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input type="radio"/> Yes <input type="radio"/> No
10.	Auction Authorization. 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. An exhibit is required unless this question is inapplicable.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A [Exhibit 10]
11.	Anti-Drug Abuse Act Certification. Applicant certifies that neither applicant nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	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.	<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 RICHARD E. WITKOVSKI	Typed or Printed Title of Person Signing GENERAL MANAGING PARTNER
Signature	Date 12/19/2005

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-B - FM 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 Number: 252

2.	Class (select one): <input 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 checked="" type="radio"/> C <input type="radio"/> D																																																																																																										
3.	Antenna Location Coordinates: (NAD 27) Latitude: Degrees 33 Minutes 26 Seconds 13 <input checked="" type="radio"/> North <input type="radio"/> South Longitude: Degrees 97 Minutes 29 Seconds 5 <input checked="" type="radio"/> West <input type="radio"/> East																																																																																																										
4.	One Step Proposal Allotment Coordinates: (NAD 27) <input type="checkbox"/> Not Applicable Latitude: Degrees 33 Minutes 29 Seconds 46 <input checked="" type="radio"/> North <input type="radio"/> South Longitude: Degrees 97 Minutes 35 Seconds 54 <input checked="" type="radio"/> West <input type="radio"/> East																																																																																																										
5.	Antenna Structure Registration Number: 1034017 <input type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA																																																																																																										
6.	Overall Tower Height Above Ground Level:								585meters																																																																																																		
7.	Height of Radiation Center Above Mean Sea Level:								901 meters(H)		901 meters(V)																																																																																																
8.	Height of Radiation Center Above Ground Level:								572meters(H)		572meters(V)																																																																																																
9.	Height of Radiation Center Above Average Terrain:								620meters(H)		620meters(V)																																																																																																
10.	Effective Radiated Power:								93 kW(H)		93 kW(V)																																																																																																
11.	Maximum Effective Radiated Power: <input checked="" type="checkbox"/> Not Applicable (Beam-Tilt Antenna ONLY)								kW(H)		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" style="width:100%; border-collapse: collapse; text-align:center;"> <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	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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300		310		320		330		340		350																																																																																																	
Additional Azimuths																																																																																																											

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. Allotment. 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 22]
14.	Community Coverage. 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 23]
15.	Main Studio Location. 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 24]
16.	<p>Interference. The proposed facility complies with all of the following applicable rule sections: Check all those that apply:</p> <p>Separation Requirements. <input checked="" type="checkbox"/> a) 47 C.F.R. Section 73.207</p> <p>Grandfathered Short-Spaced.</p> <p><input type="checkbox"/> b) 47 C.F.R. Section 73.213(a) with respect to station(s): [Exhibit 26] Exhibit required</p> <p><input type="checkbox"/> c) 47 C.F.R. Section 73.213(b) with respect to station(s): [Exhibit 27] Exhibit required</p> <p><input type="checkbox"/> d) 47 C.F.R. Section 73.213(c) with respect to station(s): [Exhibit 28] Exhibit required.</p> <p>Contour Protection</p> <p><input checked="" type="checkbox"/> e) 47 C.F.R. Section 73.215 with respect to station(s): [Exhibit 29] Exhibit required.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 25]
17.	<p>Environmental Protection Act. 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 Exhibit is required.</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>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 30]
<p>PREPARERS CERTIFICATION ON PAGE 3 MUST BE COMPLETED AND SIGNED.</p>		

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	Relationship to Applicant (e.g., Consulting Engineer)
------	---

W. JEFFREY REYNOLDS		TECHNICAL CONSULTANT	
Signature		Date 12/13/2005	
Mailing Address DU TREIL, LUNDIN & RACKLEY, INC. 201 FLETCHER AVENUE			
City SARASOTA		State or Country (if foreign address) FL	Zip Code 34237 -6019
Telephone Number (include area code) 9413296000		E-Mail Address (if available) JEFF@DLR.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: MEDIA INTERESTS

RICHARD E. WITKOVSKI, A PRINCIPAL OF THE APPLICANT, HOLDS ATTRIBUTABLE INTERESTS IN THE FOLLOWING COMPANIES AND STATIONS:

- 1) NORTH TEXAS RADIO GROUP, L.P., THE LICENSEE OF KFYZ-FM, FACILITY IDENTIFICATION NUMBER 6348, BENNINGTON, OKLAHOMA, AND KBOC(FM), FACILITY IDENTIFICATION NUMBER 64694, BRIDGEPORT, TEXAS; AND
- 2) A.M. & P. M. COMMUNICATIONS, LLC, LICENSEE OF KACO(FM), FACILITY IDENTIFICATION NUMBER 70015, APACHE, OKLAHOMA.

Attachment 3

Exhibit 5

Description: MULTIPLE OWNERSHIP COMPLIANCE

THE OTHER STATIONS IN WHICH ANY PARTY TO THIS APPLICATION HAS AN ATTRIBUTABLE INTEREST, AS LISTED IN EXHIBIT 3 HERETO, NEITHER ARE IN AN ARBITRON-RATED MARKET WITH THE INSTANT FACILITY NOR HAVE ANY PRINCIPAL COMMUNITY SIGNAL CONTOUR OVERLAP WITH THE INSTANT FACILITY.

ACCORDINGLY, NO MULTIPLE OWNERSHIP OR CROSS-INTEREST CONSIDERATIONS ARE INVOLVED.

Attachment 5

Exhibit 29

Description: SEE EXHIBIT 30 - TECHNICAL NARRATIVE AND FIGURES 4 AND 5

SECTION 73.215 WITH RESPECT TO PROPOSED KFYZ-FM, CH 251A, BENNINGTON, OK AND THE LICENSED AND PROPOSED OPERATIONS OF KVLZ, CH 252A, GATESVILLE, TX

Attachment 29

Exhibit 30

Description: COMPREHENSIVE TECHNICAL EXHIBIT

TECHNICAL NARRATIVE
FIGURE 1 - COMPLIANCE WITH SECTION 73.315

FIGURE 2 - CDBS FM SEPARATION STUDY - ONE-STEP ALLOTMENT REFERENCE POINT
FIGURE 3 - COMPLIANCE WITH SECTION 73.203(B)
FIGURE 4 - CDBS FM SEPARATION STUDY - PROPOSED KBOC SITE
FIGURE 5 - COMPLIANCE WITH SECTION 73.215
FIGURE 6 - VERTICAL PLANE RELATIVE FIELD PATTERN

Attachment 30

Description
COMPREHENISVE TECHNICAL EXHIBIT - KBOC. CH 252C, BRIDGEPORT, TX ONE-STEP UPGRADE APPLICATION

TECHNICAL EXHIBIT
APPLICATION FOR MODIFICATION OF
FM CONSTRUCTION PERMIT
FCC FILE NO. BPH-20040714ABU
FACILITY ID 64694
STATION KBOC
BRIDGEPORT, TEXAS
CH 252C 93 KW 620 M

Technical Narrative

The technical exhibit of which this narrative is part was prepared in support of an application for modification of construction permit of FM station KBOC at Bridgeport, Texas (FCC File No. BPH-20040714ABU, Facility ID 64694). Currently, KBOC is authorized to operate on channel 252C0 (98.3 MHz) at Bridgeport with a nondirectional effective radiated power (ERP) of 40 kilowatts (kW) and an antenna radiation center height above average terrain (HAAT) of 620 meters. By means of this "one-step" upgrade application, it is proposed to upgrade from Class C0 to Class C status from its authorized transmitter site and operate with a nondirectional ERP of 93 kW and an HAAT of 620 meters.¹ No other changes are proposed. Therefore, the instant application is considered a "minor" change in facilities in accordance with Section 73.3573(a)(1).

The instant application is being concurrently filed under the contingent application rule [Section 73.3517(e)] as grant of this application is contingent on the grant of an application for modification of the construction permit for KFYZ-FM on channel 251A at Bennington, Oklahoma. (FCC File No. BPH-20040714ABV) which proposes to relocate transmitter site and modify facilities. In addition, processing in accordance with Section 73.215 is requested as detailed below.

Response to Paragraph 5 - Antenna Registration

No change in the overall height or location of the existing tower currently authorized for use by KBOC is proposed (ASR 1034017).

¹ The proposed facilities are equivalent to maximum Class C facilities in accordance with Section 73.211(b)(2).

Response to Paragraph 14 - Community Coverage

Figure 1 is a map which demonstrates that KBOC's proposed operation complies with the provisions of Section 73.315. Specifically, it has been determined that the proposed 70 dBu contour will encompass 100% of the area within the Bridgeport city limits (2000 Census).

Response to Paragraph 13 - Allotment

It is proposed to upgrade KBOC from channel 252C0 to channel 252C at Bridgeport pursuant to the FCC's one-step procedures. Figure 2 is a separation study from the one-step proposal coordinates. As shown, the allotment coordinates comply with the minimum distance separation requirements of Section 73.207 for Class C operation on channel 252 towards all existing, authorized and proposed stations and allotments with the exceptions of: (1) a proposal to allot channel 251A to Electra, Texas; (2) KJMZ on channel 251C1 at Lawton, Oklahoma; (3) two proposals to allot channel 251A at Maysville, Oklahoma; (4) KFYZ-FM on channel 251A at Bennington, Oklahoma; (5) KFYZ-FM on channel 252C3 at Bonham, Texas; (6) KCUB-FM on channel 252A at Stephenville, Texas; (7) KYYK on channel 252C3 at Palestine, Texas; (8) KACO on channel 253C3 at Ardmore, Oklahoma; and (9) KTIJ on channel 253C at Elk City, Oklahoma. Each short-spacing is addressed below.

A request for approval of withdrawal of interest in the Petition for Rule Making to allot channel 251A at Electra, Texas was filed with the FCC on December 2, 2005 which eliminates this short-spacing.

Station KJMZ on channel 251C1 at Lawton, Oklahoma was ordered to channel 250A at Cache, Oklahoma pursuant to the Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

The Petition for Rule Making for channel 251A at Maysville, Oklahoma was dismissed by FCC by Report and Order in MM Docket No. 04-404 which eliminates these short-spacings.

Station KFYZ-FM is concurrently filing with the instant KBOC application an application to relocate transmitter site and modify its facilities on channel 251A at Bennington, Oklahoma which eliminates this short-spacing. Both KBOC and KFYZ-FM also propose to utilize the contour protection provisions of Section 73.215 with respect to each others proposed operations (see below).

Station KCUB-FM on channel 252A at Stephenville, Texas was ordered to channel 253A at Ranger, Texas pursuant to the Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

Station KYK on channel 252C2 at Palestine, Texas was ordered to channel 252C3 at Palestine, Texas pursuant to the Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

Station KACO on channel 253C3 at Admore, Oklahoma was ordered to channel 253C3 at Apache, Texas pursuant to the Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

Station KTIJ on channel 253C at Elk City, Oklahoma was ordered to channel 295C1 at Elk City, Oklahoma pursuant to the Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

Figure 3 is a map which demonstrates that the one-step proposal allotment coordinates comply with the provisions of Section 73.203(b).

Response to Paragraph 16

Figure 4 is a separation study from KBOC's proposed antenna location for the channel 252C operation. As shown, the proposed antenna location complies with the minimum distance separation requirements of Section 73.207 for Class C operation on channel 252 towards all existing, authorized and proposed stations and allotments with the exception of: (1) a proposal to allot channel 251A to Electra, Texas; (2) KJMZ on channel 251C1 at Lawton, Oklahoma; (3) two proposals to allot channel 251A at Maysville, Oklahoma; (4) KFYZ-FM on channel 251A at Bennington, Oklahoma; (5) KFYZ-FM on channel 252C3 at

Bonham, Texas; (6) KCUB-FM on channel 252A at Stephenville, Texas; (7) KYYK on channel 252C3 at Palestine, Texas; (8) KACO on channel 253C3 at Ardmore, Oklahoma; (9) a proposal to allot channel 252A to Haileyville, Oklahoma; and (10) the licensed and proposed operations of KVLZ on channel 252A at Gatesville, Texas. Each short-spacing is addressed below.

A request for approval of withdrawal of interest in the Petition for Rule Making to allot channel 251A at Electra, Texas was filed with the FCC on December 2, 2005 which eliminates this short-spacing.

Station KJMZ on channel 251C1 at Lawton, Oklahoma was ordered to channel 250A at Cache, Oklahoma pursuant to the Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

The Petition for Rule Making for channel 251A at Maysville, Oklahoma was dismissed by FCC by Report and Order in MM Docket No. 04-404 which eliminates these short-spacings.

Station KFYZ-FM is concurrently filing with the instant KBOC application a modification application to change transmitter site and modify facilities on channel 251A at Bennington, Texas. Both KBOC and KFYZ-FM propose to utilize the contour protection provisions of Section 73.215 with respect to each others proposed operations. Figure 5 is a map which demonstrates that the proposed KBOC and KFYZ-FM operations comply with the provisions of Section 73.215.²

Station KCUB on channel 252A at Stephenville, Texas was ordered to channel 253A at Ranger, Texas pursuant to the Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

Station KYYK on channel 252C2 at Palestine, Texas was ordered to channel 252C3 at Palestine, Texas pursuant to the Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

²The distance between KBOC's proposed transmitter location and KFYZ-FM's proposed transmitter location (158.17 km) complies with the minimum distance separation requirement of Section 73.215(e) (142 km).

Station KACO on channel 253C3 at Admore, Oklahoma was ordered to channel 253C3 at Apache, Texas pursuant to the Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

A request for approval of withdrawal of interest in the proposed allotment of channel 290A at Stringtown, OK in MB Docket No. 05-110, which included channel 252A at Haileyville, OK, was filed with the FCC on October 26, 2005 which eliminates this short-spacing.

It is proposed to utilize the contour protection provisions of Section 73.215 with respect to the short-spacings with licensed and proposed operations of KVLZ on channel 252A at Gatesville, Texas. Figure 5 demonstrates that the proposed KBOC operation complies with the contour protection provisions of Section 73.215 with respect to the KVLZ licensed and proposed operations. Actual facilities have been presumed for both KBOC and the licensed and proposed KVLZ operations, as specified in Section 73.215³.

Environmental Considerations

The proposed KBOC facilities were evaluated in terms of potential radiofrequency radiation exposure at 2 meters above ground level in accordance with OST Bulletin No. 65, "Evaluating Compliance With FCC-Specified Guidelines for Human Exposure to Radiofrequency Radiation". This Bulletin provides assistance in determining whether FCC-regulated transmitting facilities, operations or devices comply with limits for human exposure to radiofrequency (RF) electromagnetic fields.

The calculated power density at 2 meters above ground level at the base of the tower was calculated using the appropriate equation contained in the Bulletin. Figure 6 is the vertical plane relative field pattern for the proposed Jampro model JSCP-10D, 10-bay, 0.8λ spaced, nondirectional antenna. As shown on Figure 6, the maximum vertical relative field value towards the tower base (-60° to -90° elevation) is less than 0.1.

³ The distance between KBOC's proposed transmitter location and the licensed and proposed KVLZ transmitter site locations (221.08 km) complies with the minimum distance separation requirements of Section 73.215(e) (203).

Therefore, using a vertical relative field value of 0.1, the total ERP of 186 kW (H+V) and an antenna center of radiation height above ground level of 572 meters, the calculated power density at 2 meters above ground level at the base of the tower is 0.0002 milliwatt per square centimeter (mW/cm²), or 0.10% of the Commission's recommended limit applicable to general population/uncontrolled exposure areas (0.2 mW/cm² for FM frequencies). Therefore, the proposal will comply with the RF emission rules.

Access to the tower site will be restricted and appropriately marked with warning signs. Furthermore, as this will be a multi-user site, procedures will be in effect in the event that workers or other authorized personnel enter the restricted area or climb the tower to ensure that appropriate measures will be taken to assure worker safety with respect to radio frequency radiation exposure. Such procedures include reducing the average exposure by spreading out the work over a longer period of time, wearing "accepted" RFR protective clothing and/or RFR exposure monitors or scheduling work when the station is at reduced power or shut down.

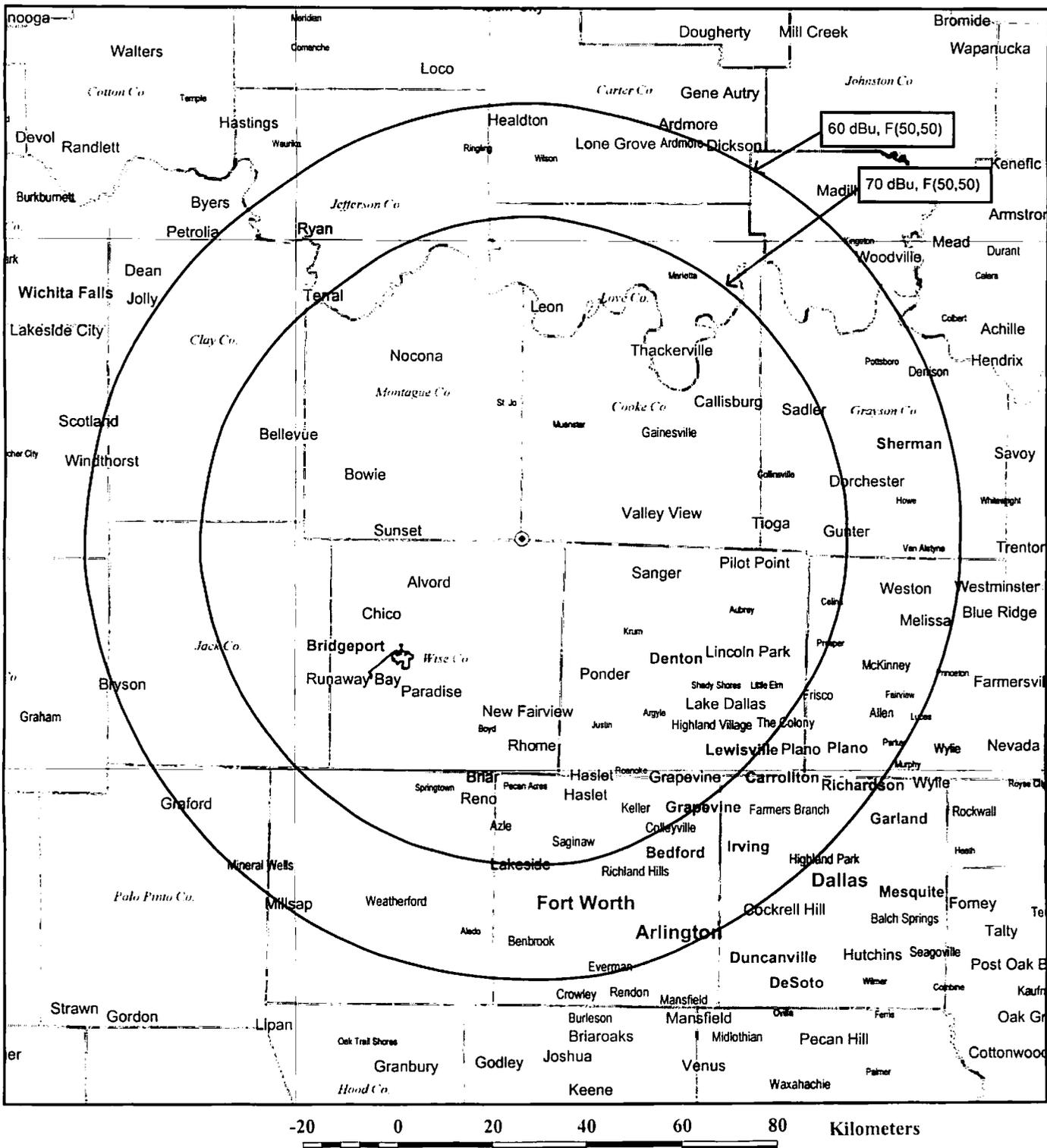


W. Jeffrey Reynolds

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201 Fletcher Avenue
Sarasota, FL 34237-6019
(941) 329-6000
JEFF@DLR.COM

December 13, 2005

Figure 1



COMPLIANCE WITH SECTION 73.315

FM STATION KBOC
BRIDGEPORT, TEXAS
CH 252C 93 KW 620 M

du Treil, Lundin & Rackley, Inc. Sarasota, Florida

CDBS FM SEPARATION STUDY

Job Title: KBOC CH 252C - ONE-STEP ALLOTMENT REFERENCE POINT

Separation Buffer: 32 km

Channel: 252 C

Coordinates: 33-29-46 097-35-54

Call Id	City St	File Status Num	Channel Freq	ERP HAAT	DA Id	Latitude Longitude	73 215	Bear	Dist. (km)	Req. (km) 215	207
KICM 71054	HEALDTON OK CP	BPH C 20031023ACQ	249 C3 97.7	10.000 156	N	34-20-57 097-27-24	N	7.8	95.52 -0.48	90.0 Close	96.0
KICM 71054	HEALDTON OK LIC	BMLH C 20030627ABF	249 C3 97.7	25.000 100	N	34-21-00 097-27-35	N	7.6	95.58 -0.42	90.0 Close	96.0
KBFB 9627	DALLAS TX LIC	BLH C 19910515KB	250 C 97.9	100.000 491	N	32-35-15 096-57-59	N	149.6	116.78 11.78	99.0 Close	105.0
	ELECTRA TX ADD	RM C ajr-4	251 A 98.1	0.000		33-59-00 098-59-15		293.3	139.61 -25.39	142.0 Short ¹	165.0
KJMZ 35031	LAWTON OK LIC	BLH C 4928	251 C1 98.1	100.000 61	N	34-35-27 098-21-10	N	330.5	139.99 -69.01	188.0 Short ²	209.0
	MAYSVILLE OK ADD	RM C 11233	251 A 98.1	0.000		34-48-15 097-33-00		1.7	145.16 -19.84	142.0 Short ³	165.0
	MAYSVILLE OK ADD	RM C 11098	251 A 98.1	0.000		34-49-00 097-24-18		6.9	147.56 -17.44	142.0 Short ³	165.0
KFYZ-FMBENNINGTON 6348	OK CP	BPH C 20040714ABV	251 A 98.1	3.500 64	N	34-02-40 096-01-10	N	66.9	158.40 -6.60	142.0 Short ⁴	165.0
KFYZ-FMBENNINGTON 6348	OK PROP	BPH	251 A 98.1	2.500 88	N	34-02-48 095-56-30	Y	67.8	165.17 0.17	142.0 Close ⁴	165.0
	THE VILLAGE OK ADD	RM C HM-038*	251 C1 98.1	0.000		35-35-22 097-29-03		2.5	232.45 23.45	188.0 Clear	209.0
KBOC 64694	BRIDGEPORT TX CP	BPH C 20040714ABU	252 C0 98.3	40.000 620	N	33-26-13 097-29-05	N	121.9	12.43		
KBOC 64694	BRIDGEPORT TX LIC	BMLH C 19971020KB	252 A 98.3	6.000 69	N	33-13-28 097-47-51	N	211.5	35.38		
KFYZ-FMBONHAM 6348	TX LIC	BLH C 20011015AAB	252 C3 98.3	12.500 83	N	33-33-16 096-13-24	N	86.7	127.90 -109.10	226.0 Short ⁵	237.0
KCUB-FMSTEPHENVILL 53961	TX LIC	BLH C 19900706KC	252 A 98.3	3.000 100	N	32-12-18 098-15-23	N	203.4	155.87 -70.13	203.0 Short ⁶	226.0
KVLZ 36844	GATESVILLE TX APP	BPED C 20050726ARO	252 A 98.3	1.100 85	N	31-27-07 097-42-14	Y	182.5	226.90 0.90	203.0 Close	226.0
KVLZ 36844	GATESVILLE TX APP	BPED C 20050726ARO	252 A 98.3	1.100 85	N	31-27-07 097-42-14	Y	182.5	226.90 0.90	203.0 Close	226.0

Call Id	City St	File Status	Channel Freq	ERP HAAT	DA Id	Latitude Longitude	73 215	Bear	Dist. (km)	Req. (km) 215	207
KVLZ 36844	GATESVILLE TX	BMLED C 20030121ACN	252 A 98.3	0.175 85	N	31-27-07 097-42-14	Y	182.5	226.90 0.90	203.0 Close	226.0
	HAILEYVILLE OK	RM ADD C 11193	252 A 98.3	0.000		34-45-18 095-38-24		51.6	228.33 2.33	203.0 Close	226.0
KYYK 72838	PALESTINE TX	BLH C 19900907KE	252 C2 98.3	50.000 150	N	32-00-13 095-43-07	N	132.8	241.72 -7.28	237.0 Short ⁷	249.0
KYYK 72838	PALESTINE TX	BPH C 20041028ADR	252 C3 98.3	5.000 222	N	31-55-33 095-38-48	N	133.2	252.60 15.60	226.0 Close ⁷	237.0
KACO 70015	ARDMORE OK	BLH C 19971010KI	253 C3 98.5	14.000 104	N	34-10-56 097-05-01	Y	31.8	89.78 -86.22	165.0 Short ⁸	176.0
KCUB-FMRANGER 53961		BPH C 20040715ADO	253 A 98.5	5.800 102	N	32-20-48 098-42-50	N	219.5	164.73 -0.27	142.0 Close ⁶	165.0
KACO 70015	APACHE OK	BPH C 20041026ADX	253 C3 98.5	18.500 93	N	34-56-30 098-22-33	Y	336.2	175.62 -0.38	165.0 Close ⁸	176.0
KTIJ 70631	ELK CITY OK	BLH C 19990727KC	253 C 98.5	100.000 332	29379	34-58-39 099-24-35		315.2	234.20 -6.80	209.0 Short ⁹	241.0
KLUV-FMDALLAS 67195		BLH C 19990216KA	254 C 98.7	100.000 507	N	32-35-19 096-58-05	N	149.6	116.60 11.60	99.0 Close	105.0

¹ A request for approval of withdrawal of interest in the Petition for Rule Making to allot channel 251A at Electra, Texas was filed with the FCC on December 2, 2005 which eliminates this short-spacing.

² To channel 250A, Cache, OK per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

³ Petition for Rule Making for channel 251A at Maysville, OK dismissed by FCC by Report and Order in MM Docket No. 04-404.

⁴ Station KFYZ-FM is concurrently filing an application to change transmitter site on channel 251A at Bennington, Texas. Both KBOC and KFYZ-FM propose to utilize the contour protection provisions of Section 73.215 with respect each others proposed operation (KBOC, Ch. 252C; KFYZ, Ch. 251A). See Technical Narrative and Figure 5. The KBOC and KFYZ-FM applications are being filed in compliance with the "contingent application" rules adopted in Docket 98-93.

⁵ To channel 251A, Bennington, OK per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

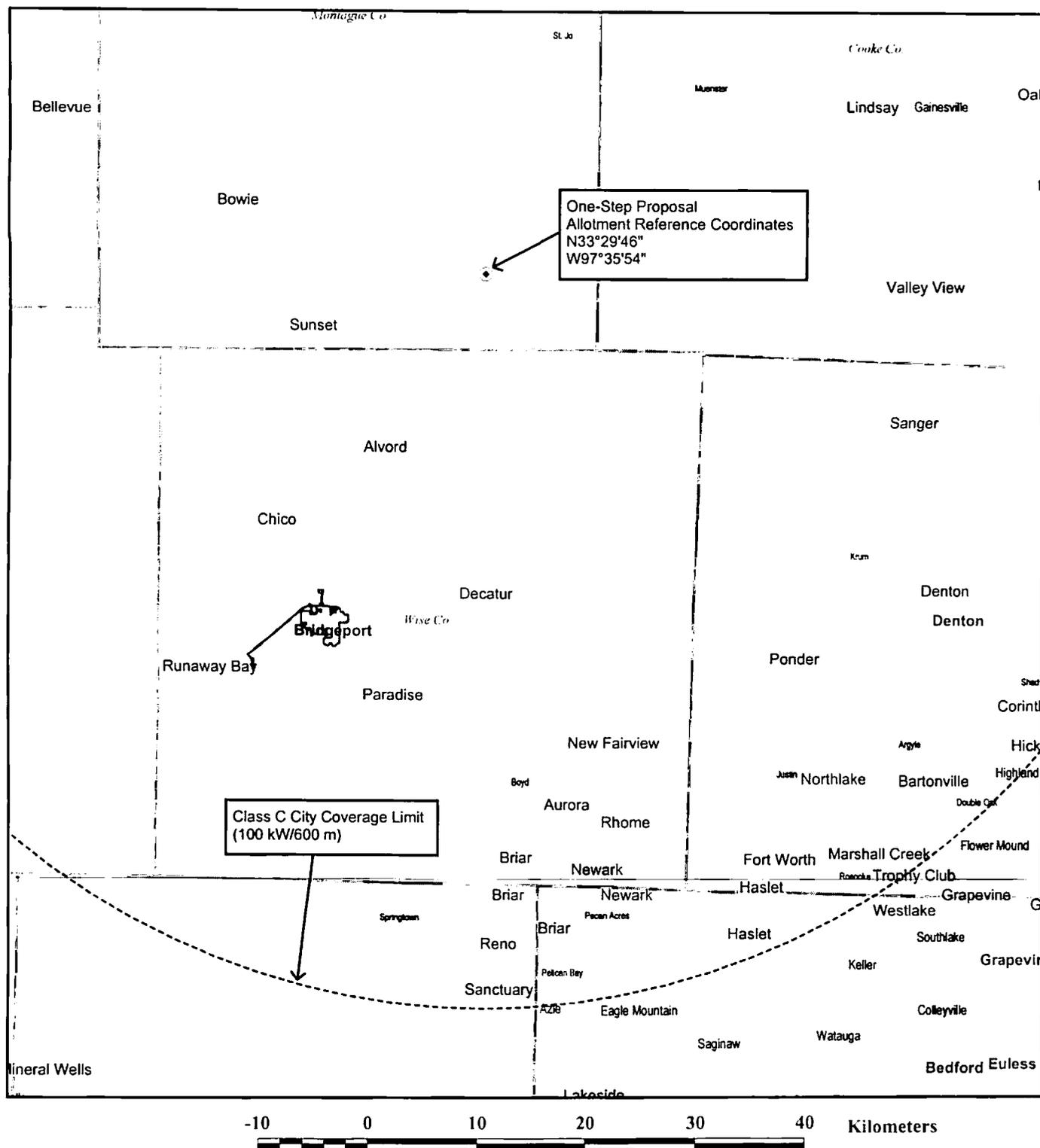
⁶ To channel 253A, Ranger, TX per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

⁷ To channel 252C3, Palestine, TX per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

⁸ To channel 253C3, Apache, OK per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

⁹ To channel 295C1, Elk City, OK per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

Figure 3



COMPLIANCE WITH SECTION 73.203(b)

FM STATION KBOC
BRIDGEPORT, TEXAS
CH 252C 93 KW 620 M

du Treil, Lundin & Rackley, Inc. Sarasota, Florida

CDBS FM SEPARATION STUDY

Job Title: Proposed KBOC
Channel: 252 C

Separation Buffer: 50 km
Coordinates: 33-26-13 097-29-05

Call Id	City St	File Status	Channel Freq	ERP HAAT	DA Id	Latitude Longitude	73 215	Bear	Dist. (km)	Req. (km) 215	207
KICM 71054	HEALDTON OK CP	BPH C 20031023ACQ	249 C3 97.7	10.000 156	N	34-20-57 097-27-24	N	1.5	101.21 5.21	90.0 Close	96.0
KICM 71054	HEALDTON OK LIC	BMLH C 20030627ABF	249 C3 97.7	25.000 100	N	34-21-00 097-27-35	N	1.3	101.30 5.30	90.0 Close	96.0
KBFB 9627	DALLAS TX LIC	BLH C 19910515KB	250 C 97.9	100.000 491	N	32-35-15 096-57-59	N	152.8	105.93 0.93	99.0 Close	105.0
KJMZ 35031	LAWTON OK LIC	BLH C 4928	251 C1 98.1	100.000 61	N	34-35-27 098-21-10	N	328.3	151.03 -57.97	188.0 Short ¹	209.0
KFYZ-FMBENNINGTON 6348	OK CP	BPH C 20040714ABV	251 A 98.1	3.500 64	N	34-02-40 096-01-10	N	63.1	151.58 -13.42	142.0 Short ²	165.0
KFYZ-FMBENNINGTON 6348	OK PROP	BPH	251 A 98.1	2.500 88	N	34-02-48 095-56-30	Y	67.8	165.17 0.17	142.0 Close ²	165.0
	MAYSVILLE OK ADD	RM C 11233	251 A 98.1	0.000		34-48-15 097-33-00		357.8	151.77 -13.23	142.0 Short ³	165.0
	ELECTRA TX ADD	RM C ajr-4	251 A 98.1	0.000		33-59-00 098-59-15		294.0	151.92 -13.08	142.0 Short ⁴	165.0
	MAYSVILLE OK ADD	RM C 11098	251 A 98.1	0.000		34-49-00 097-24-18		2.7	153.22 -11.78	142.0 Short ³	165.0
KTLT 53194	ANSON TX LIC	BLH C 20050331BAR	251 C2 98.1	50.000 93	N	32-39-49 099-51-18	N	249.4	237.42 49.42	176.0 Clear	188.0
KTLT 53194	ANSON TX CP	BPH C 20050413ABT	251 C2 98.1	50.000 93	N	32-39-49 099-51-18	N	249.4	237.42 49.42	176.0 Clear	188.0
	THE VILLAGE OK ADD	RM C 11296*	251 C1 98.1	0.000		35-35-22 097-29-03		0.1	238.77 29.77	188.0 Clear	209.0
KBOC 64694	BRIDGEPORT TX CP	BPH C 20040714ABU	252 C0 98.3	40.000 620	N	33-26-13 097-29-05	N	92.9	0.00		
KBOC 64694	BRIDGEPORT TX LIC	BMLH C 19971020KB	252 A 98.3	6.000 69	N	33-13-28 097-47-51	N	231.0	37.46		
KFYZ-FMBONHAM 6348	TX LIC	BLH C 20011015AAB	252 C3 98.3	12.500 83	N	33-33-16 096-13-24	N	83.3	117.94 -119.06	226.0 Short ⁵	237.0
KCUB-FMSTEPHENVILL 53961	TX LIC	BLH C 19900706KC	252 A 98.3	3.000 100	N	32-12-18 098-15-23	N	208.0	154.55 -71.45	203.0 Short ⁶	226.0

Call Id	City St	File Status Num	Channel Freq	ERP HAAT	DA Id	Latitude Longitude	73 215	Bear	Dist. (km)	Req. (km) 215	207
KVLZ 36844	GATESVILLE TX APP	BPED C 20050726ARO	252 A 98.3	1.100 85	N	31-27-07 097-42-14	Y	185.4	221.08 -4.92	203.0 Short ⁷	226.0
KVLZ 36844	GATESVILLE TX LIC	BMLED C 20030121ACN	252 A 98.3	0.175 85	N	31-27-07 097-42-14	Y	185.4	221.08 -4.92	203.0 Short ⁸	226.0
	HAILEYVILLE OK ADD	RM C 11193	252 A 98.3	0.000		34-45-18 095-38-24		48.7	224.40 -1.60	203.0 Short ⁹	226.0
KYYK 72838	PALESTINE TX LIC	BLH C 19900907KE	252 C2 98.3	50.000 150	N	32-00-13 095-43-07	N	133.5	229.52 -19.48	237.0 Short ¹⁰	249.0
KYYK 72838	PALESTINE TX CP	BPH C 20041028ADR	252 C3 98.3	5.000 222	N	31-55-33 095-38-48	N	133.8	240.42 3.42	226.0 Close ¹⁰	237.0
KACO 70015	ARDMORE OK LIC	BLH C 19971010KI	253 C3 98.5	14.000 104	N	34-10-56 097-05-01	Y	24.0	90.62 -85.38	165.0 Short ¹¹	176.0
KCUB-FMRANGER 53961		BPH C 20040715ADO	253 A 98.5	5.800 102	N	32-20-48 098-42-50	N	223.8	166.88 1.88	142.0 Close ⁶	165.0
KACO 70015	APACHE OK CP	BPH C 20041026ADX	253 C3 98.5	18.500 93	N	34-56-30 098-22-33	Y	334.2	186.03 10.03	165.0 Close ¹¹	176.0
KTIJ 70631	ELK CITY OK LIC	BLH C 19990727KC	253 C 98.5	100.000 332	29379	34-58-39 099-24-35		314.6	246.33 5.33	209.0 Close	241.0
KLUV-FMDALLAS 67195		BLH C 19990216KA	254 C 98.7	100.000 507	N	32-35-19 096-58-05	N	152.8	105.75 0.75	99.0 Close	105.0

¹ To channel 250A, Cache, OK per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

² Station KFYZ-FM is concurrently filing an application to change transmitter site on channel 251A at Bennington, Texas. Both KBOC and KFYZ-FM propose to utilize the contour protection provisions of Section 73.215 with respect to each others proposed operation (KBOC, Ch. 252C; KFYZ, Ch. 251A). See Technical Narrative and Figure 5. The KBOC and KFYZ-FM applications are being filed in compliance with the "contingent application" rules adopted in Docket 98-93.

³ Petition for Rule Making for channel 251A at Maysville, OK dismissed by FCC by Report and Order in MM Docket No. 04-404.

⁴ A request for approval of withdrawal of the Petition for Rule Making to allot channel 251A at Electra, Texas was filed with the FCC on December 2, 2005 which eliminates this short-spacing.

⁵ To channel 251A, Bennington, OK per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

⁶ To channel 253A, Ranger, TX per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

⁷ Processing pursuant to Section 73.215 requested with respect to the short-spacing with the pending application of KVLZ. See Technical Narrative, Figure 5.

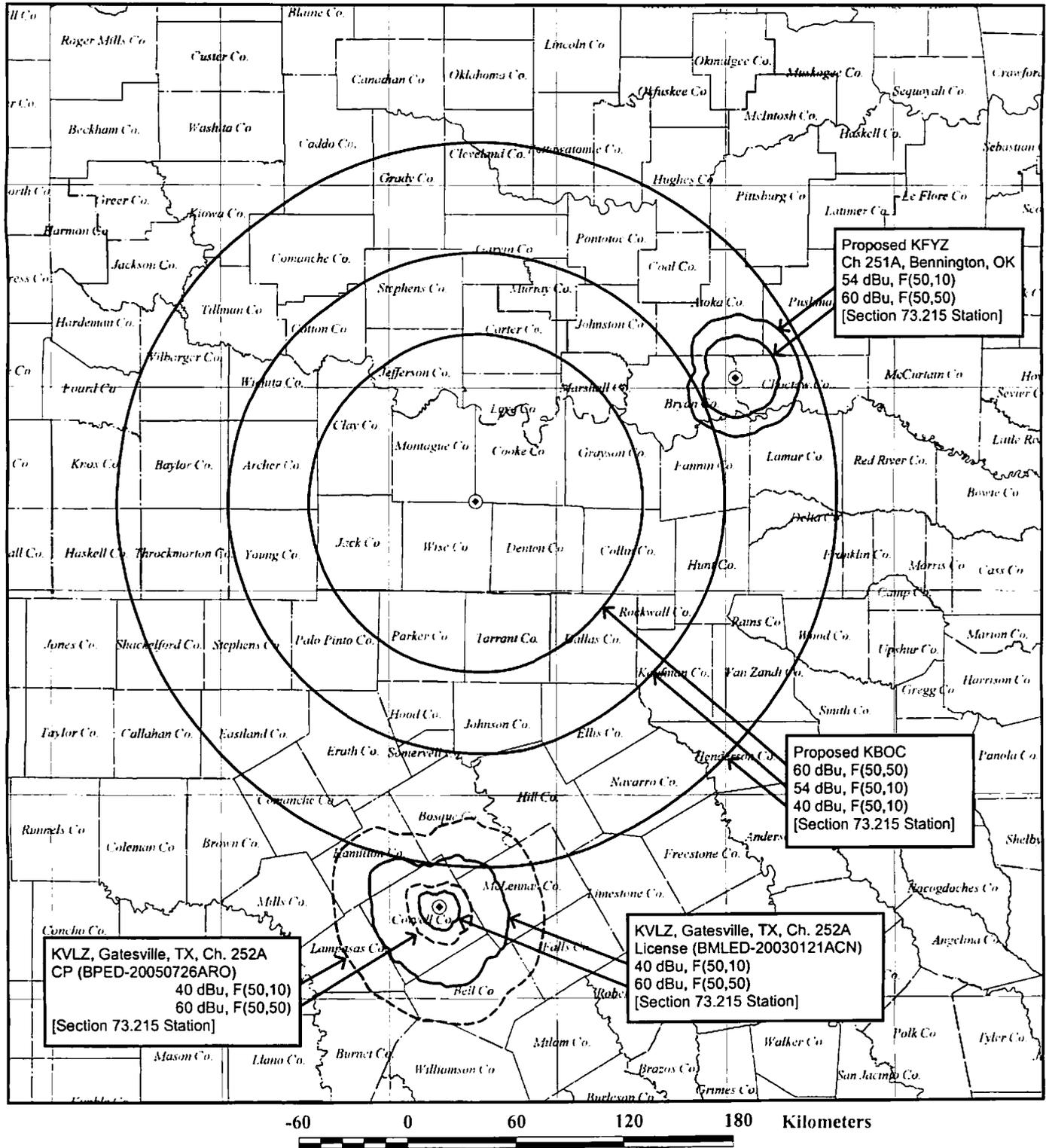
⁸ Processing pursuant to Section 73.215 requested with respect to the short-spacing with the licensed operation of KVLZ. See Technical Narrative, Figure 5.

⁹ A request for approval of withdrawal of interest in the proposed allotment of channel 290A at Stringtown, OK in MB Docket No. 05-110, which included channel 252A at Haileyville, OK, was filed with the FCC on October 26, 2005 which eliminates this short-spacing.

¹⁰ To channel 252C3, Palestine, TX per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

¹¹ To channel 253C3, Apache, OK per Report and Order in MM Docket No. 01-293 which eliminates the short-spacing.

Figure 5



COMPLIANCE WITH SECTION 73.215

FM STATION KBOC
 BRIDGEPORT, TEXAS
 CH 252C 93 KW 620 M

du Treil, Lundin & Rackley, Inc. Sarasota, Florida

Frequency: <GHz> 96.78 File Name: J09E1FN.ELU JAMPRO ANTENNAS INC.
Rays : 18 ELEVATION PATTERN Spacing (Wavelength): .00
Model : SIBENT

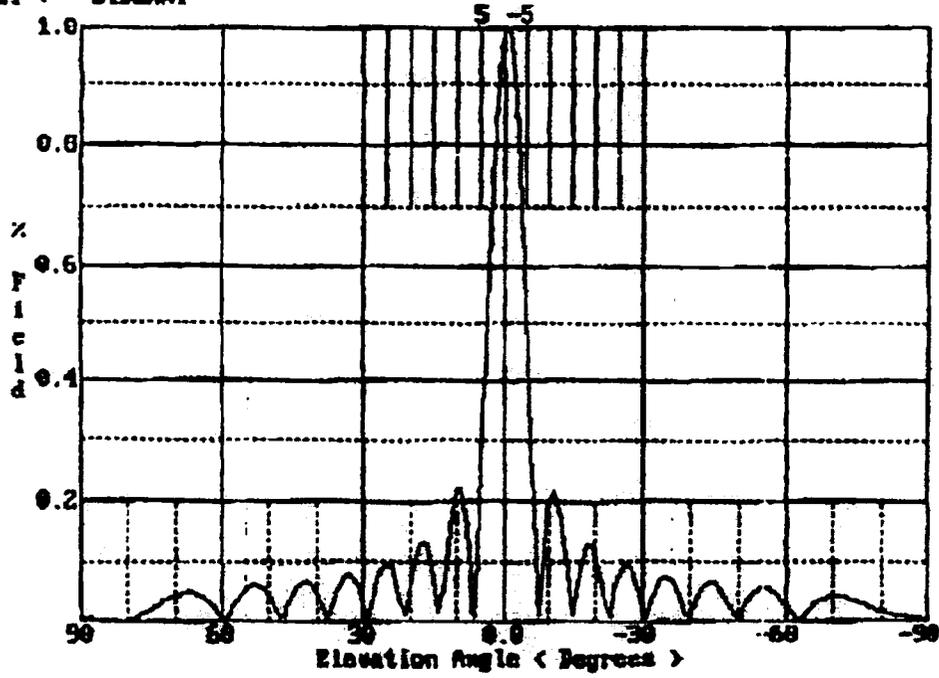


EXHIBIT F
ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of January __, 2006 (the "Effective Date"), is entered into by and between Z-SPANISH MEDIA CORPORATION, a Delaware corporation ("Assignor"), and ENTRAVISION-TEXAS LIMITED PARTNERSHIP, a Texas limited partnership ("Assignee").

WHEREAS, North Texas Radio Group, L.P. and Reese Broadcasting, L.L.C. (collectively "Sellers") and Assignor, entered into that certain Asset Purchase Agreement, dated July 29, 1999, as amended by that certain Acknowledgments and Amendment to Asset Purchase Agreement, dated June 30, 2003 (the "Purchase Agreement"), pursuant to which, among other things, Sellers agreed to sell and Assignor agreed to acquire certain broadcast radio station assets, upon the terms and conditions set forth therein; and

WHEREAS, Assignor and Assignee are entities commonly owned by Entravision Communications Corporation ("Entravision") and Entravision desires that the assets being acquired pursuant to the Purchase Agreement be acquired, owned and operated by Assignee (except for the Federal Communications Commission licenses which are to be further assigned to Entravision Holdings, LLC, a Delaware limited liability company).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Purchase Agreement.
2. Assignee hereby agrees to assume and undertake to pay, satisfy or discharge the liabilities, obligations and commitments of Assignor under the Purchase Agreement.
3. The Assignment shall be governed by and construed in accordance with the laws of the State of Texas.
4. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be effective as of the date first written above.

Z-SPANISH MEDIA CORPORATION

By: _____
Walter F. Ulloa, Chairman and Chief Executive Officer

ENTRAVISION-TEXAS LIMITED PARTNERSHIP

By: Entravision Texas G P LLC,
Its General Partner

By: _____
Name: _____
Title: _____

EXHIBIT G
CRAWFORD DISMISSAL

RECEIVED & INSPECTED
DEC 2 - 2005
FCC-MAILROOM

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

In the Matter of)
)
Amendment of 73.202(b)) MB Docket No. _____
Table of Allotments)
FM Broadcast Stations)
(Electra, Texas))

To: Office of the Secretary
Attn: Assistant Chief, Audio Division,
Media Bureau

REQUEST FOR APPROVAL OF WITHDRAWAL

I, Charles Crawford, hereby request approval to withdraw the petition for rule making I filed in the above-captioned proceeding on or about May 6, 2005. In my petition, I proposed to allot Channel 251A at Electra, Texas, and I expressed an interest in applying for Channel 251A at Electra, Texas, and constructing the facilities if my application is granted. However, I now desire to withdraw my petition and expression of interest.

An affidavit pursuant to Section 1.420(j) of the Commission's Rules is attached regarding my withdrawal.

The factual information provided in this Request for Approval of Withdrawal is correct and true to the best of my knowledge.

Respectfully submitted,



Charles Crawford
4553 Bordeaux Ave.
Dallas, Texas 75205
(214) 642-6410

December 1, 2005

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SWORN AFFIDAVIT

Charles Crawford does state under penalty of perjury:

1. My name is Charles Crawford and I filed a Petition for Rulemaking to allot Channel 25iA at Electra, Texas, on or about May 6, 2005.

2. I have decided not to pursue the allotment of Channel 25iA at Electra, Texas at this time and have therefore concluded to request that the FCC dismiss my petition. I hereby certify that I have not nor will not receive, either directly or indirectly, any money or other consideration in connection with the withdrawal of my petition. I declare that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed this 1st day of December, 2005



Charles Crawford

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