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April 28, 2011

MARCUS COHN (1 913-2001) LEONARD H. MAR KS (1916-2006)

EMAIL ADDRESS: ellen.edmundson@coh marks.com

VIA OVERNIGHT COURIER-RECEIPT REQUESTED

Ms. Marlene H. Dortch Secretary Federal Communications Commission Media Bureau P.O. Box 979089 St. Louis, MO 63197-9000

Re:

FEE FILING (CODES MMR/MOR): \$1320 CHECK ATTACHED

KLFF(AM), Arroyo Grade, CA (Fac. ID No. 87729)

FCC File No. BMP20101026ABV

Form 302/Moment Method Proof/Program Test Authority Requested

Dear Ms. Dortch

Transmitted herewith in triplicate on behalf of "The Collins Family Trust Dated September 7, 2006, Jerry J. Collins and Catherine J. Collins as Trustors and Trustees," licensee of AM station KLFF, 890 KHz, Arroyo Grande, CA, is an application on FCC Form 302-AM for a license to cover modifications authorized under File No. BMP-20101026ABV.

PROGRAM TEST AUTHORITY REQUESTED. THAT THE APPLICATION CONTAINS A REQUEST TO COMMENCE PROGRAM IT IS RESPECTFULLY NOTED TESTING OF THE MODIFIED FACILITIES, IN ACCORDANCE WITH CONDITION 4 OF THE UNDERLYING CONSTRUCTION PERMIT.

The licensee's check in the amount of \$1320.00 (No. 1425) covering the requisite filing fee and an FCC Form 159 Remittance Advice have been attached to the original of this submission.

Marlene H. Dortch April 28, 2011 Page 2

Kindly direct any questions or correspondence with respect to this application or the associated fee to undersigned counsel.

Sincerely

Ellen Mandell Edmundson

Enclosures

cc: Jerry J. Collins (LPF)

READ INSTRUCTIONS CAREFULLY BEFORE PROCEEDING

100 mg 10

FEDERAL COMMUNICATIONS COMMISSION REMITTANCE ADVICE FORM 159

Approved by OMB 3060-0589 Page No_1 of_1

(1) LOCKBOX#			ľ	SPECIÁL USE ONLY
979089			ŀ	FCC USE ONLY
	SECTION	A - PAYER INFORMATION		
(2) PAYER NAME (if paying by credit of				OUNT PAID (U.S. Dollars and cents)
The Collins Family Trust,		,	\$1,320.00	,
(4) STREET ADDRESS LINE NO.1				
1257 Via Rafael (5) STREET ADDRESS LINE NO. 2				
(5) STREET REPRESENTATION 2				
(6) CITY			(7) STATE	(8) ZIP CODE
Lake San Marcos (9) DAYTIME TELEPHONE NUMBER	(include area code)	(10) COUNTRY (CA CODE (if not in II	92078
760-510-9684	(morado aroa ocao)	(10) COONTRI	CODE (II not in O.	3.A.)
	FCC REGISTRAT	TION NUMBER (FRN) RE	QUIRED	
(11) PAYER (FRN)		(12) FCC USE O	NLY	
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COMPLETE SECT	IF MORE THAN ONE APPLICAN TION BELOW FOR EACH SERVI	CE, IF MORE BOXES AR	E NEEDED, USE	vi 159-C) E CONTINUATION SHEET
(13) APPLICANT NAME The Collins Family Trust,	Jerry & Cathorina Coll	line Truetone		
(14) STREET ADDRESS LINE NO.1	Jerry & Catherine Con	inis, Trustees		
1257 Via Rafael				
(15) STREET ADDRESS LINE NO. 2				
(16) CITY			(17) STATE	(18) ZIP CODE
Lake San Marcos			CA	92078
(19) DAYTIME TELEPHONE NUMBER	. (include area code)	(20) COUNTRY C		
760-510-9684	Too who was a second to			
(21) APPLICANT (FRN)	FCCREGISTRAT	ION NUMBER (FRN) REC	_	
0015603319				
COMPLETE SE	CTION C FOR EACH SERVICE,	IF MORE BOXES ARE N	EEDED, USE CO	ONTINUATION SHEET
(23 A) CALL SIGN/OTHER ID	(24A) PAYMENT TYPE (CODE	(25A) Q	UANTITY
KLFF	MMR		1	
(26A) FEE DUE FOR (PTC)	(27A) TOTAL FEE	***	FCC U	SEONLY
\$615.00 (28A) FCC CODE I		\$615.00 (29A) FCC CODE 2	la de la composición	
Fac. ID No. 87729		(29A) ICC CODE 2		
(23B) CALL SIGN/OTHER ID	(24B) PAYMENT TYPE C	CODE	(25B) QI	UANTITY
KLFF	MOR		1	
(26B) FEE DUE FOR (PTC)	(27B) TOTAL FEE	4	FCC U	SE ONLY
5705.00		\$705.00		and the state of t
(28B)FCC CODE I Fac. ID No. 87729		(29B) FCC CODE 2		
1 ac. 10 No. 01123	SECTION	 D = CERTIFICATION		
CERTIFICATION STATEMENT				
t, the best of my knowledge, information and	, certify under penalty of perjury belief.	that the foregoing and suppo	orting information	is true and correct to
SIGNATURE			DATE	
		CARD PAYMENT INFOR		The second secon
	MASTERCARD VISA_			
ACCOUNT NUMBER	•		DATE	
hereby authorize the FCC to charge my cre	dit card for the service(s)/authorization	on herein described.		
SIGNATURE			DATE	

Federal Communications Commission Washington, D. C. 20554

Approved by OMB 3060-0627 Expires 01/31/98

FOR FCC USE ONLY		

FCC 302-AM APPLICATION FOR AM BROADCAST STATION LICENSE

(Please read instructions before filling out form.

FOR COMMISSION USE ONLY	1
. THE COMMISSION OUT ONE!	_ /
FILE NO. BMML - 20110505	ACV

SECTION I - APPLICANT FEE INFORMATION							
PAYOR NAME (Last, First, Middle Initial)							
The Collins Family Trust, Jerry & Catherine	The Collins Family Trust, Jerry & Catherine Collins, Trustees						
MAILING ADDRESS (Line 1) (Maximum 35 characters) 1257 Via Rafael							
MAILING ADDRESS (Line 2) (Maximum 35 characters)							
CITY Lake San Marcos	STATE OR COUNTRY (if fo	reign address)	ZIP CODE				
TELEPHONE NUMBER (include area code) 760-510-9684	CA CALL LETTERS KLFF	OTHER FCC IDE Fac. ID No. 877	92078 NTIFIER (If applicable)				
2. A. Is a fee submitted with this application?	1101	1 ac. 1D No. 077	7 []				
B. If No, indicate reason for fee exemption (see 47 C.F.R. Section		Į	√ Yes No				
Governmental Entity Noncommercial educ	P	her (Please explain)	·				
C. If Yes, provide the following information:		(Tours Cripium,	•				
Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide". Column (B) lists the Fee Multiple applicable for this applying for.							
Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter fee amount due in Column (C).							
(A) (B) (C)							
FEE TYPE FEE MULTIPLE	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)		FOR FCC USE ONLY				
M M R 0 0 0 1	\$615.00						
To be used only when you are requesting concurrent actions which res	sult in a requirement to list more	than one Fee Type	Code				
(A) (B)	(C)	The state of the s	- Gouc.				
M O R 0 0 0 1	\$ 705.00	F	FOR FCC USE ONLY				
	la-						
ADD ALL AMOUNTS SHOWN IN COLUMN C, AND ENTER THE TOTAL HERE.	TOTAL AMOUNT REMITTED WITH THIS APPLICATION	6 F	OR FCC USE ONLY				
THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.	\$ 1320.00						
and the state of t							

SECTION II - APPLICAN	IT INFORMATION						
1. NAME OF APPLICANT	t, Jerry & Catherine Collins, Tri	ustees					
MAILING ADDRESS 1257 Via Rafael							
CITY Lake San Marco	s	-	STATE CA		ZIP CODE 92078		
2. This application is for:	Commercial AM Direct	ctional	☐ Noncomn	nercial Ion-Directional			
Call letters	Community of License	Construct	ion Permit File No.	Modification of Construction	Expiration Date of Last		
KLFF	Arroyo Grande, CA	BP-20	080117ABH	Permit File No(s). BMP-20101026ABV	Construction Permit 5-9-2011		
3. Is the station no accordance with 47 C.F.		to autor	matic program	test authority in	Yes V No Exhibit No. L1		
Have all the terms construction permit beer	n fully met?	ations se	et forth in the	above described	Yes No		
If No, state exceptions in	n an Exhibit.				See Ex L1, L4, Eng		
Apart from the chang the grant of the underly representation contained	ing construction permit	which w	ould result in a	any statement or	Yes 🗸 No		
If Yes, explain in an Exh	nibit.				Exhibit No.		
	6. Has the permittee filed its Ownership Report (FCC Form 323) or ownership certification in accordance with 47 C.F.R. Section 73.3615(b)?						
If No, explain in an Exhib	it.				Does not apply Exhibit No.		
7. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to the application in a civil or criminal proceeding, brought under the provisions of any law relating to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?							
If the answer is Yes, att involved, including an ide (by dates and file numb information has been e required by 47 U.S.C. Se of that previous submissi the call letters of the sta was filed, and the date of	entification of the court or ers), and the disposition arlier disclosed in con- ction 1.65(c), the applica on by reference to the f tion regarding which the	r adminis n of the nection v ant need o ile numbe applicat	trative body and litigation. Whe with another a only provide: (i) er in the case o ion or Section	If the proceeding Lere the requisite oplication or as an identification of an application, 1.65 information	Exhibit No.		

8. Does the applicant, or any party to the application, have the expanded band (1605-1705 kHz) or a permit or license expanded band that is held in combination (pursuant to the 5 with the AM facility proposed to be modified herein?	either in the existing band	l or
If Yes, provide particulars as an Exhibit.		Exhibit No.
The APPLICANT hereby waives any claim to the use of any against the regulatory power of the United States because requests and authorization in accordance with this application amended).	e use of the same, whet	her by license or otherwise, and
The APPLICANT acknowledges that all the statements made material representations and that all the exhibits are a material representations.		
CERTIFIC	CATION	
1. By checking Yes, the applicant certifies, that, in the case or she is not subject to a denial of federal benefits that incluto Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U. case of a non-individual applicant (e.g., corporation, partners association), no party to the application is subject to a de includes FCC benefits pursuant to that section. For the def purposes, see 47 C.F.R. Section 1.2002(b).	udes FCC benefits pursua S.C. Section 862, or, in the ship or other unincorporate nial of federal benefits the	nt ne ed at
2. I certify that the statements in this application are true, coand are made in good faith.	mplete, and correct to the	best of my knowledge and belief,
Name	Signature	1 DA
Jerry J. Collins	Herry	Molles
		Tollands and Alexander

Co-Trustee 760-510-9684

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

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use the information provided in this form to determine whether grant of the application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain the requested authorization.

Public reporting burden for this collection of information is estimated to average 639 hours and 53 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, can be sent to the Federal Communications Commission, Records Management Branch, Paperwork Reduction Project (3060-0627). Washington, D. C. 20554. Do NOT send completed forms to this address.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

SECTION III - L	ICENSE AP	PLICATION ENGI	NEERING DAL	A			
Name of Applica	int	ne Collins Fa			therine C	ollins, Trus	tees
PURPOSE OF A	UTHORIZAT	TON APPLIED FOR	₹: (check one)				
X	Station Licens	3e	Direct Me	asurement of Pow		"Method of Mome	ents" antenna proof
1. Facilities auth	orized in cons	struction permit					,
Call Sign		Construction Permit	, , -	Hours of Opera	ation		in kilowatts
KLFF		^{e)} 0101026ABV	(kHz) 890	Unlin	nited	Night 5	Day 5
2. Station locatio	<u>'n</u>			Otto on Town			
State	alifornia			City or Town	F	Arroyo Grand	e
3. Transmitter loc	cation						
State	County			City or Town		Street address	oad between [
CA		San Luis O	bispo	Arroyo	Grande	· ·	nd Branch Mill
4. Main studio loc	cation						
State	County			City or Town		Street address (or other identif	ication)
CA		San Luis O	•		San Luis Obispo 560 Higuera		
		on (specify only if at	uthorized direction			Street address	
State	County	<u> </u>		City or Town	~	(or other identif	ication)
CA		San Luis O	bispo	San Luis	Obispo	'	iguera St.
	_	penerating equipmer					Yes X No Yes No Not Applicable
		d description of the	sampling system	ı as installed.		Ex	chibit No.
8. Operating cons		urrent (in amperes)	without	DE common po	oint or antenna	current (in amper	rae) without
modulation for nigl		unent (in amperes) 10.3		modulation for o		10.	
Measured antenna operating frequenc Night		point resistance (in Day	ohms) at	Measured anter operating freque Night		n point reactance Day	(in ohms) at
Antenna indication	s for direction						
Towers	s	Antenna r Phase reading((s) in degrees	Antenna mon current ra	atio(s)		base currents
		Night	Day	Night	Day ₍	Night	Day
1 (C		0°	dna 0°	1.000 0.566	<u>dna</u>	dna	dna
2 (E) 3 (W		+127.6° -139.0°	-34.7°	0.455	1.000 0.798	dna dna	dna dna
→ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		-139.0	-0-7.7	0.400	0.700	<u> </u>	
Manufacturer and t	type of antenr	na monitor:		Gorman-Red	dlich "CMR" s	 s/n 4201	

SECTION III - Page 2

Description of antenthe array. Use separate	na system ((f directional anter sheets if necessary.)	nna is used, th	ne information	requested below sh	ould be g	iven for each e	element of
Type Radiator Vertical uniform cross section	Overall height in meters of radiator above base insulator, or above base, if grounded.	Overall heigh above groun obstruction li	d (without	Overall height in above ground (ir obstruction lighting	clude	If antenna is loaded or sed describe full Exhibit.	ctionalized,
triangular steel insulated towers	59.4	6	0.9	60.9		Exhibit n/a	
Excitation Geographic coordinates tower location.	Series to nearest second. For direct	Shunt	give coordina	tes of center of arra	y. For sin	igle vertical rac	liator give
North Latitude 35	0 08	44	West Longitu	ude o 120	31	1	5
antenna mounted on tow	If not fully described above, attach as an Exhibit further details and dimensions including any other antenna mounted on tower and associated isolation circuits. Exhibit No. EE Also, if necessary for a complete description, attach as an Exhibit a sketch of the details and Exhibit No.						
10. In what respect, if a permit?	ny, does the apparatus constr Antenna numbering chan						t or in the
11. Give reasons for the	change in antenna or commo	on point resista ew daytime a		patterns.			
	the applicant in the capacity true to the best of my knowled			have examined the	foregoing	statement of	technical
Name (Please Print or Ty	rpe) Mark A. Mueller	(Signature (che	ck appropriate box I	pelow) eUe		
613 La (de) er Broadcast Design□ S. La Grange Rd.□ Brange, IL 60525□ llerbroadcastdesign.com□	7	•	7, 2011 (Include Area Code 52-2166	e) ·		
Technical Director			Registere	d Professional Engi	neer		
Chief Operator)	Technical	Consultant			
Other (specify)							

Engineering Report For The Collins Family Trust, Jerry and Catherine Collins, Trustees KLFF(AM) Arroyo Grande, California April 2011

This engineering report documents the Directional Antenna Performance Verification measurements for KLFF (AM), FCC facility ID number 87729, Arroyo Grande, California. KLFF is authorized to operate on 890 KHz with 5 KW full time using a two tower directional antenna daytime and a three tower pattern at night. This Verification is for the modified facility authorized by BMP-20101026ABV and documents the required "model proof" in order to grant the covering license. All measurements were made personally by the writer in accordance with the FCC rules at 47 CFR 73.151(c).

Eligibility for 73.151(c) Processing

The KLFF antenna system consists of three conventional uniform cross-section insulated steel radiators, series-fed with no top loading. They are 63.5° tall at the KLFF frequency (890 KHz) and are sampled at the base using Delta TCT-3 toroidal current transformers. The ground system is of standard design, consisting of 120 equally-spaced buried bare copper wire radials around each tower 59.5 meters long (63.5°) except for those which intersect, with 4" copper straps terminating the radial intersections and interconnecting the towers.

Background

The KLFF antenna system shares towers with KXTK (facility ID 36026), also licensed to Arroyo Grande. The implementation of the construction permit did not require any additional construction except for the installation of the proper equipment. No changes were made to the towers or the diplexing filters, which have been in use since KLFF was added to this site more than 10 years ago. The filters used to isolate each station are of a standard design and are

documented later in this report. The antenna current sample elements are Delta Electronics TCT-3 current transformers and are located at the input to the series filters. There are no shunt elements between the filter and the tower except for the static drain which presents a very high impedance (more than 10 times the tower impedance) at 890 KHz. Equal lengths of Andrew 3/8" foam Heliax are used as sample lines. A Gorman-Redlich CMR antenna monitor is used to keep tabs on the array. The monitor was recalibrated and checked for proper operation in accordance with the manufacturer's instructions.

Measurements

The KLFF antenna system was modeled using Westberg Consulting's Phasor Professional 2.1.1 which calculates the tower matrix values as well as the proper operating parameters. The towers and sample lines were measured and documented using an Array Solutions PowerAIM-120 network analyzer serial number 1019 operated in accordance with the manufacturer's instructions. This analyzer has been used in several recent projects and exhibits excellent stability and field performance and since it operates "floating" via battery power and a Bluetooth radio connection to the associated computer no RF ground loop issues arise.

The three KLFF towers are identical in height and are base sampled using torodial current transformers. Each tower was disconnected from its ATU at the sample transformer and was measured at that point. The other towers were individually shorted and/or left floating for each measurement as required, plus additional measurements with the subject tower base insulator shorted to measure the feedline impedance and electrical length from the ATU to the tower as well as at the tower itself with the ATU disconnected. These measurements are documented below and show good agreement with the Westberg theoretical numbers. The unused daytime tower is detuned using an inductor tuned to the appropriate value, located on the KLFF side of the center tower pass-reject filter.

Theoretical Data:

TOWER MODEL INFORMATION

	Tower Height (°)	Spacing (°)	Orientation	Face Width (in.)	Radius (in.)	Velocity Factor
Tower 1 East	63.5000	0.0000	0.0000	12.0000 / 12.0000	5.5426 / 5.5426	0.850000
Tower 2 Center	63.5000	62.5800	246.6900	12.0000 / 12.0000	5.5426 / 5.5426	0.850000
Tower 3 South	63.5000	124.9800	246.6700	12.0000 / 12.0000	5.5426 / 5.5426	0.850000

MATRIX INFORMATION [47 CFR 73.151(c)(1)]

	Calculated Impedance (other towers open)	Measured Impedance (other towers open)
Tower 2 (E)	22.33 - j72.34	23 - j75.7
Tower 1 (C)	22.27 - j72.89	20 - j77.4
Tower 3 (W)	22.34 - j72.34	21 - j75.7

The Westberg Phasor Professional method-of-moments model fully complies with all FCC requirements for tower radius, height, segment length, and calculation references points. No shunt capacitance was used. Towers were adjusted by varying the propagation velocity as shown above. The corrected measured impedances agree with the model within +/- 2 ohms +/- 4%. Westberg's Phasor Professional uses a single wire of the desired effective radius divided into segments or no more than 10° electrical length each to model the tower.

The Collins Family Trust, Jerry and Catherine Collins, Trustees KLFF (AM), Arroyo Grande, California Directional Antenna Model Proof of Performance April 2011

Mueller Broadcast Desigr 613 S. La Grange Road La Grange, Illinois 60525 (708) 352-2166

TOWER CURRENTS from Westberg Phasor Professional

DETUNED TOWER CURRENTS

	Tower 2 (E)
	0.000000 > 0.000000 - 63.50° above ground
	0.085644 > -95.087170 - 54.43° above ground
	0.120612 > -98.330622 - 45.36° above ground
	0.114953 > -102.336504 - 36.29° above ground
	0.068094 > -109.788336 - 27.21° above ground
i	0.027315 > 105.178779 - 18.14° above ground
İ	0.164569 > 79.951776 - 9.07° above ground
	0.398560 > 75.135983 - 0.00° above ground

Tower 1 (C)
0.000000 > 0.000000 - 63.50° above ground
0.085534 > -94.952741 - 54.43° above ground
0.120457 > -98.220535 - 45.36° above ground
0.114837 > -102.271288 - 36.29° above ground
0.068103 > -109.821033 - 27.21° above ground
0.027290 > 105.695952 - 18.14° above ground
0.164369 > 80.045554 - 9.07° above ground
0.398416 > 75.143362 - 0.00° above ground

Tower 3 (W)
0.000000 > 0.000000 - 63.50° above ground
0.061334 > -155.910999 - 54.43° above ground
0.086814 > -155.868428 - 45.36° above ground
0.082829 > -155.819307 - 36.29° above ground
0.048486 > -155.712393 - 27.21° above ground
0.017700 > 23.722412 - 18.14° above ground
0.118579 > 24.145680 - 9.07° above ground
0.286371 > 24.233483 - 0.00° above ground

The Collins Family Trust, Jerry and Catherine Collins, Trustees KLFF (AM), Arroyo Grande, California Directional Antenna Model Proof of Performance April 2011

Mueller Broadcast Design 613 S. La Grange Road La Grange, Illinois 60525 (708) 352-2166

MATRIX CALCULATIONS from Westberg Phasor Professional

ZMatrix

22.33 - j72.34	16.93 - j6.81	4.76 - j12.54
16.93 - j6.81	22.27 - j72.89	16.96 - j6.78
4.76 - j12.54	16.96 - j6.78	22.34 - j72.34

YMatrix

0.003432 + j0.013051	0.001642 - j0.002045	-0.001093 - j0.002344
0.001642 - j0.002045	0.002576 + j0.012549	0.001650 - j0.002043
-0.001093 - j0.002344	0.001650 - j0.002043	0.003430 + j0.013048

HMatrix - [I] = [H] X [F]

0.023929 + j0.000782	0.000139 + j0.000604	0.000400 + j0.000196
0.000139 + j0.000603	0.023929 + j0.000782	0.000138 + j0.000604
0.000400 + j0.000196	0.000138 + j0.000604	0.023929 + j0.000782

HMatrix-inverse - [F] = [H]-1 X [I]

		~	
İ	41.732686 - j1.340149	-0.312626 - j1.014190	-0.740972 - j0.281214
	-0.312391 - j1.013944	41.699687 - j1.335550	-0.310138 - j1.015765
	-0.740968 - j0.281203	-0.310365 - j1.016008	41.732570 - j1.340221

The Collins Family Trust, Jerry and Catherine Collins, Trustees KLFF (AM), Arroyo Grande, California **Directional Antenna Model Proof of Performance** April 2011

Mueller Broadcast Design

613 S. La Grange Road La Grange, Illinois 60525 (708) 352-2166

TOWER CURRENTS

Mode 1- Daytime	Mode 2 - Nighttime
Tower 2 (E)	Tower 2 (E)
0.000000 > 0.000000 - 63.50° above ground	0.000000 > 0.000000 - 63.50° above ground
2.411560 > -3.444386 - 54.43° above ground	2.717896 > 126.146183 - 54.43° above ground
4.432464 > -3.027570 - 45.36° above ground	5.018114 > 126.456240 - 45.36° above ground
6.248020 > -2.586400 - 36.29° above ground	7.101619 > 126.734212 - 36.29° above ground
7.836704 > -2.103800 - 27.21° above ground	8.937696 > 126.981763 - 27.21° above ground
9.171305 > -1.559811 - 18.14° above ground	10.489429 > 127.200854 - 18.14° above ground
10.234779 > -0.922182 - 9.07° above ground	11.732454 > 127.397807 - 9.07° above ground
11.140949 > -0.000000 - 0.00° above ground	12.797264 > 127.615294 - 0.00° above ground
, , , , , , , , , , , , , , , , , , , ,	

0.104562 > -110.639033 - 54.43° above ground 0.147236 > -113.913751 - 45.36° above ground 0.140347 > -117.974154 - 36.29° above ground 0.083217 > -125.544197 - 27.21° above ground 0.033394 > 90.030340 - 18.14° above ground 0.200897 > 64.348327 - 9.07° above ground	Tower 1 (C)
0.147236 > -113.913751 - 45.36° above ground 0.140347 > -117.974154 - 36.29° above ground 0.083217 > -125.544197 - 27.21° above ground 0.033394 > 90.030340 - 18.14° above ground 0.200897 > 64.348327 - 9.07° above ground	0.000000 > 0.000000 - 63.50° above ground
0.140347 > -117.974154 - 36.29° above ground 0.083217 > -125.544197 - 27.21° above ground 0.033394 > 90.030340 - 18.14° above ground 0.200897 > 64.348327 - 9.07° above ground	
0.083217 > -125.544197 - 27.21° above ground 0.033394 > 90.030340 - 18.14° above ground 0.200897 > 64.348327 - 9.07° above ground	
0.033394 > 90.030340 - 18.14° above ground 0.200897 > 64.348327 - 9.07° above ground	
0.200897 > 64.348327 - 9.07° above ground	
0.486889 > 59.434016 - 0.00° above ground	
00000	0.486889 > 59.434016 - 0.00° above ground

<u> </u>
Tower 3 (W)
0.000000 > 0.000000 - 63.50° above ground
1.938051 > -40.722499 - 54.43° above ground
3.557877 > -40.014193 - 45.36° above ground
5.009213 > -39.255827 - 36.29° above ground
6.275352 > -38.416971 - 27.21° above ground
7.335145 > -37.461722 - 18.14° above ground
8.175780 > -36.332164 - 9.07° above ground

8.887929 > -34.686428 - 0.00° above ground

Tower 3 (W)
0.000000 > 0.000000 - 63.50° above ground
2.459051 > -136.597525 - 54.43° above ground
4.480891 > -136.983997 - 45.36° above ground
6.252124 > -137.357838 - 36.29° above ground
7.744823 > -137.726077 - 27.21° above ground
8.924331 > -138.098557 - 18.14° above ground
9.763663 > -138.495466 - 9.07° above ground
10.303512 > -139.035409 - 0.00° above ground

Tower 1 (C) 0.000000 > 0.000000 - 63.50° above ground 5.093801 > -1.819536 - 54.43° above ground 9.332337 > -1.615899 - 45.36° above ground 13.102954 > -1.395733 - 36.29° above ground 16.353345 > -1.148704 - 27.21° above ground 19.018426 > -0.862357 - 18.14° above ground 21.052302 > -0.516695 - 9.07° above ground 22.627100 > -0.000000 - 0.00° above ground

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TOWER DRIVE INFORMATION - DAY						
Towns 110th		Current (amps)	<u>Current</u> <u>Ratios*</u>	Power (Watts)		
2 (E)	1.0000	0.0000°	20.40 - j82.24	11.14 ∠ 0.00°	1.000 ∠ 0.0°	2531.58471
1 (C)	0.0000	0.0000°	-60.56 -j785.55	0.49 ∠ 59.43°	0.044 ∠ 59.4°**	-14.3575
3 (W)	0.8000	-36.0000°	36.49 -j80.91	8.89 ∠ -34.69°	0.798 ∠ -34.7°	2882.7704

TOWER DRIVE INFORMATION - NIGHT						
Tiola Ziola Ziola Ziola		<u>Current</u> <u>Ratios*</u>	<u>Power</u> (Watts)			
2 (E)	0.5500	128.0000°	4.39 - j84.28	12.80 ∠ 127.62°	0.566 ∠ 127.6°	718.3363
1 (C) 1.0000 0.0000° 11.6		11.62 -j65.68	22.63 ∠ -0.00°	1.000 ∠ 0.0°	5947.3039	
3 (W)	0.4700	-137.000°	-11.92 -j41.67	10.30 ∠ −139.04	0.455 ∠ −139.0°	-1265.6402

^{*} = These are the pattern parameters used to tune the array and are on the Form 302.

^{** =} this tower is not used daytime

Sample System Verification [47 CFR 73.151(c)(2)]

Sample Lines:

Andrew 3/8" LDF2-50 Foam Dielectric Heliax

88% velocity factor, 50 +/-1 ohms

Lines were cut to equal electrical length and terminated with proper connectors. An additional short flexible cable connects the 3/8" Heliax to the antenna monitor. These jumpers are accounted for in the data which follows and are also used for the TCT performance verification.

Sample Element Type:

Delta Electronics TCT-3 Toroidal Current Transformers

Location:

At output of antenna tuning network before diplex filter.

Operating Potential:

Grounded

Antenna Monitor:

Gorman-Redlich CMR s/n 4201

TCT-3 Serial Numbers & Z at 890 KHz:

Tower 1 (C): 17205

51.700 +j1.034 ohms

Tower 2 (E): 17208

51.605 +j0.977 ohms

Tower 3 (W): 17203

51.922 +j0.990 ohms

(Current Transformers are matched +/- 0.4 ohm resistance and +/- j0.06 ohms reactance)

TCT-3 Phase and Ratio Test (Tower 1 is reference):

Tower 2:

1.001<u>/ +0.0°</u>

Tower 3:

0.999/ -0.1°

(Current Transformers are matched within +/-0.2% ratio and +/-0.1° phase)

The phase and ratio calibration test was done with all transformers removed from the ACUs and configured adjacent to each on the floor of the daytime phasor other reading RF current to tower #3 at 1000 watts. The cables used to connect the TCTs to the monitor are identical in electrical length and characteristic impedance, and are normally used to connect the monitor to the Heliax.

The Collins Family Trust, Jerry and Catherine Collins, Trustees KLFF (AM), Arroyo Grande, California Directional Antenna Model Proof of Performance April 2011

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Sample Line Length Test (see graph data which follows):

Tower 1 Closest Odd ¼ wave Resonant Frequency: 0.463328 MHz (467.23 feet) 172.88° at 890 KHz

Tower 2 Closest Odd ¼ wave Resonant Frequency: 0.462960 MHz (467.60 feet) 173.02° at 890 KHz

Tower 3 Closest Odd ¼ wave Resonant Frequency: 0.461971 MHz (468.60 feet) 173.39° at 890 KHz

Maximum Difference in Electrical Length: +1.37 feet, +0.51° at 890 KHz

Sample Line Impedance Test (see graph data which follows):

Tower 1 (Center) Sample Line Mean Zmag: 54.10 ohms

Tower 2 (East) Sample Line Mean Zmag: 54.18 ohms

Tower 3 (West) Sample Line Mean Zmag: 55.26 ohms

Maximum Variation in Sample Line Impedance: 1.16 ohms

Sample Impedance From Monitor End (with sample element connected, see graph data):

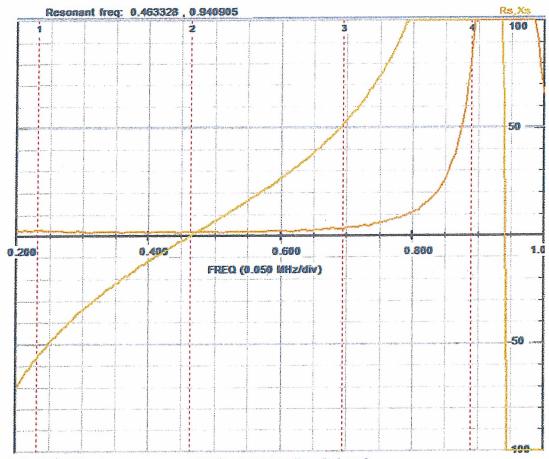
Tower 1 (Center) Sample Impedance: 50.930 +j5.105 ohms

Tower 2 (East) Sample Impedance: 51.116 +j4.944 ohms

Tower 3 (West) Sample Impedance: 51.085 +j4.048 ohms

Maximum Variation in Sample Resistance: 0.186 ohms Maximum Variation in Sample Reactance: -j1.057 ohms





Apr 3, 11 23:08:36

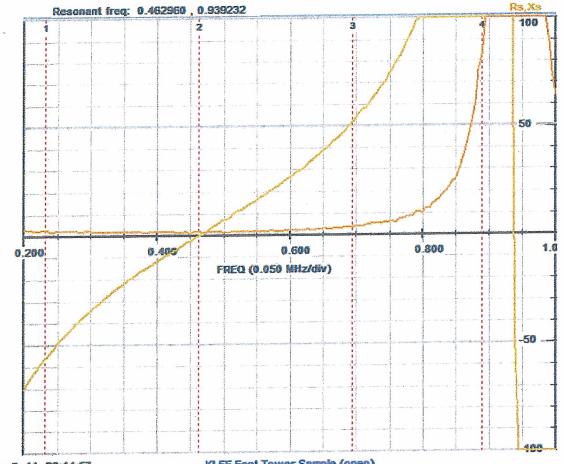
KLFF Center Tower Sample (open)

Marker	Freq	Rs	Xs	Zmaq
1	0.231664	2.435	-56,292	56.345
2	0.463328	1.600	0	
3	0.694922	2.912	+51.864	51.946

Mean Tower 1 (East) Sample Line Zmag: 54.10 ohms

Tower 1 Closest Odd ½ wave Resonant Frequency: 0.463328 MHz (472.53 feet) 172.88° at 890 KHz

Tower 2 (E) Sample Line Including Monitor Jumper (open circuit)



Apr 3, 11 23:14:57

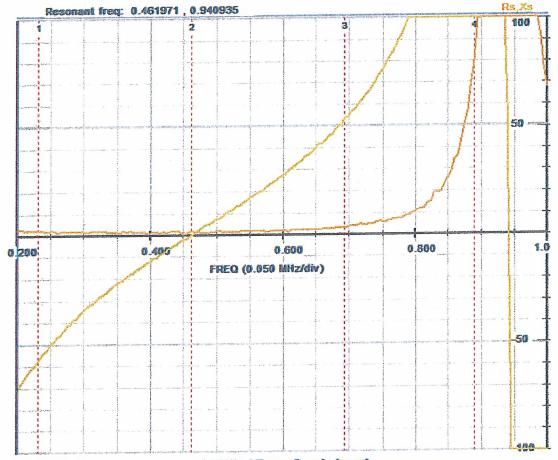
KLFF East Tower Sample (open)

Marker	Freq	Rs	Xs	Zmag
1	0.231480	2.940	-56.447	56.524
2	0.462960	1.678	-0	
3	0.694440	3.547	+51.848	51.969

Mean Tower 2 (East) Sample Line Zmag: 54.18 ohms

Tower 2 Closest Odd 1/4 wave Resonant Frequency: 0.462960 MHz (472.91 feet) 173.92° at 890 KHz

Tower 3 (W) Sample Line Including Monitor Jumper (open circuit)



Apr 4, 11 00:20:31

KLFF West Tower Sample (open)

Marker	Freq	Rs	Xs	Zmag
1	0.230986	2.213	-57.744	57.786
2	0.461971	1.687	-0	
3	0.692956	3.024	+52.765	52.851

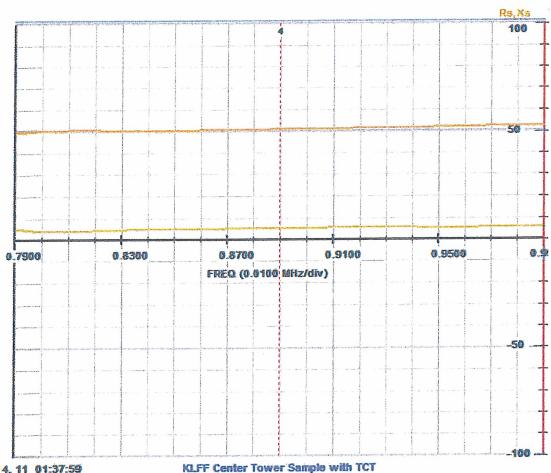
Mean Tower 4 (South) Sample Line Zmag:

55.26 ohms

Tower 4 Closest Odd ¼ wave Resonant Frequency: 0.461971 MHz (473.93 feet) 173.39° at 890 KHz

Sample lines from antenna monitor end with TCT-3s connected at towers as normal:

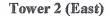
Tower 1 (Center)

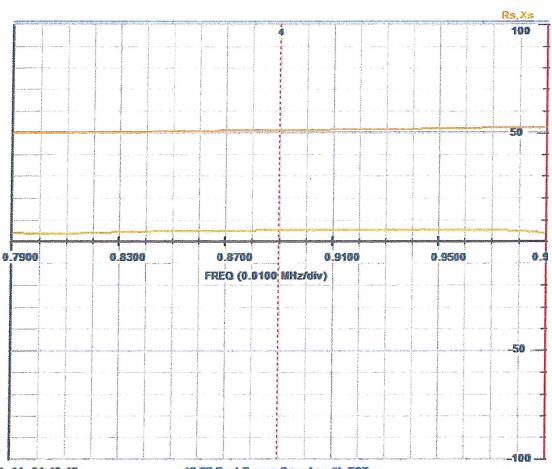


Apr 4, 11 01:37:59

Impedance of Tower 1 line at 890 KHz, monitor end with transformer connected at other end:

50.930 + j5.105 ohms (Zmag = 51.185 ohms)



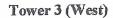


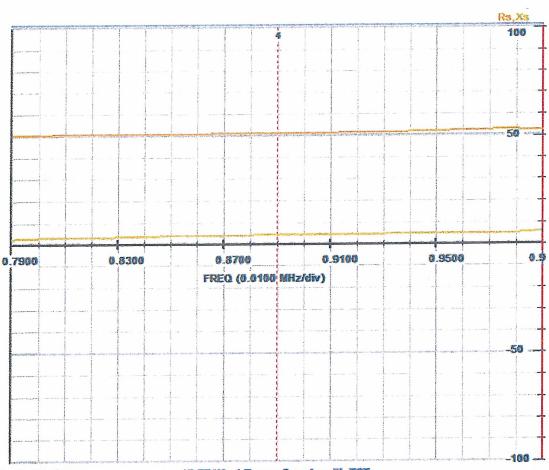
Apr 4, 11 01:40:13

KLFF East Tower Sample with TCT

Impedance of Tower 2 line at 890 KHz, monitor end with transformer connected at other end:

51.116 + j4.944 ohms (Zmag = 51.354 ohms)





Apr 6, 11 01:15:04

KLFF West Tower Sample with TCT

Impedance of Tower 3 line at 890 KHz, monitor end with transformer connected at other end:

51.085 + j4.048 ohms (Zmag = 51.245 ohms)

KLFF Daytime Reference Field Strength Measurements

[47 CFR 73.151(c)(3)]

Point	Distance	mv/m	Coordinates (NAD 84)	Description
<u>66° Tr</u>	rue (Minima, r	nonitor	· point radial)	
1:	0.935 km	242	35.149115,-120.512021	Field road, at yellow pipe cap
2:	1.17	188	35.149893,-120.509872	Field road, visually on tower line
3:	1.36	82	35.150714,-120.507716	At barn near house "5 MPH", 3899 Alisos Rd.
<u>172° T</u>	rue (Maxima)	<u>)</u>		
1:	7.75	67	35.076932,-120.509594	Rim Rock Road at White Dove Ct.
2:	7.94	56	35.075108,-120.509376	Rim Rock Road at Hawthorn Lane
3:	8.50	50	35.070194,-120.508641	Old Summit Rd. at gate to right
246° T	rue (Minima,	monito	r point radial)	
1:	0.846	560	35.142544,-120.530011	Branch Mill Rd. at Stop Ahead sign
2:	2.23	195	35.137217,-120.543649	Huasna Rd. across from transformers
3:	3.26	165	35.133666,-120.554058	1415 Huasna Rd. by green tanks
320° T	rue (Maxima)			
1:	0.489	610	35.152431,-120.528292	2913 Branch Hill Rd. at Sun King
2:	0.995	405	35.158396,-120.534433	2563 Lopez Dr. driveway
3:	1.850	355	35.159801,-120.535476	170 Blue Sky Drive

KLFF Nighttime Reference Field Strength Measurements

[47 CFR 73.151(c)(3)]

Point Distance mv/m		mv/m	Coordinates (NAD 84)	<u>Description</u>
<u>66° T</u>	rue (Minima,)	monitor	· point radial)	
1:	$0.935 \mathrm{\ km}$	64	35.149115,-120.512021	Field road, at yellow pipe cap
2:	1.17	50	35.149893,-120.509872	Field road, visually on tower line
3:	1.36	21.5	35.150714,-120.507716	At barn near house "5 MPH", 3899 Alisos Rd.
246°	<u> Frue (Maxima</u>	- main	lobe)	
1:	0.846	1100	35.142544,-120.530011	Branch Mill Rd. at Stop Ahead sign
2:	2.23	380	35.137217,-120.543649	Huasna Rd. across from transformers
3:	3.26	320	35.133666,-120.554058	1415 Huasna Rd. by green tanks

Tower Survey [47 CFR 73.151(c)(1)(ix)]

The four KLFF towers were surveyed on April 12, 2011 by Michael B. Stanton, a licensed Professional Land Surveyor in the state of California (license number 5702), and were found to be as follows:

<u>Tower 3 (W) to 1 (C)</u>: 192.19 (62.58°) at 66.69° True (theo. = 62.6° at 66.0° T*)

<u>Tower 1 (C) to 2 (E)</u>: 191.63 feet (62.40°) at 66.66° True (theo. = 62.6° at 66.0° T*)

Tower 3 (W) to 2 (E): 383.82 feet (124.98°) at 66.67° True (theo. = 125.10° at 66.0° T*)

* = this is the reciprocal of the construction permit bearing of 246° T as the surveyor measured the distances and bearings from southwest to northeast instead of northeast to southwest as used in the array description.

A copy of the survey report is attached. This corresponds to a maximum relative spacing error of 0.2° and absolute bearing error of less than 0.7°, well within the allowed tolerances of +/- 1.5°. The actual tower spacings and orientation were used in the model.



Michael B Stanton, PLS 5702 3563 Sueldo St., Unit Q San Luis Obispo, CA 93401 Tel:

805.594.1960

Fax: 805.594.1966

Geodetic Coordinate Certification KXTK and KLFF Towers Huasna Road, Arroyo Grande

West Tower (1)

11 - 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -						
	DEGREES	MINUTES	SECONDS	DATUM		
LATITUDE	35°	08′	42.88"	NAD83-2007		
LONGITUDE	-120°	31'	19.85"	NAD83-2007		

Middle Tower (2)

THUMIC TOTAL (E)						
	DEGREES	MINUTES	SECONDS	DATUM		
LATITUDE	35°	08′	43.68"	NAD83-2007		
LONGITUDE	-120°	31'	17.74"	NAD83-2007		

East Tower (3)

	DEGREES	MINUTES	SECONDS	DATUM
LATITUDE	35°	08'	44.47"	NAD83-2007
LONGITUDE	120°	31'	15.65"	NAD83-2007

CA State Plane Grid , Zone V, Bearings between towers:

West Tower to Middle Tower: North 66°41′31″East, Distance 192.19′ Middle Tower to East Tower: North 66°39′27″East, Distance 191.63′ West Tower to East Tower: North 66°40′29″East, Distance 383.82′

Date: April 12, 2011 Job No. 07-146

Re: Huasna Radio Towers for KXTK and KLFF Location: Huasna Road, Arroyo Grande, CA 93420

I hereby certify that the Latitudes and Longitudes shown herein are accurate to within plus or minus 3 feet horizontally. Relative tolerance between towers is +/-0.5 feet. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD83) and are expressed as degrees, minutes, and seconds of Latitude and Longitude to the nearest hundredth of a second (about 1 foot). Elevations of the towers were not determined.

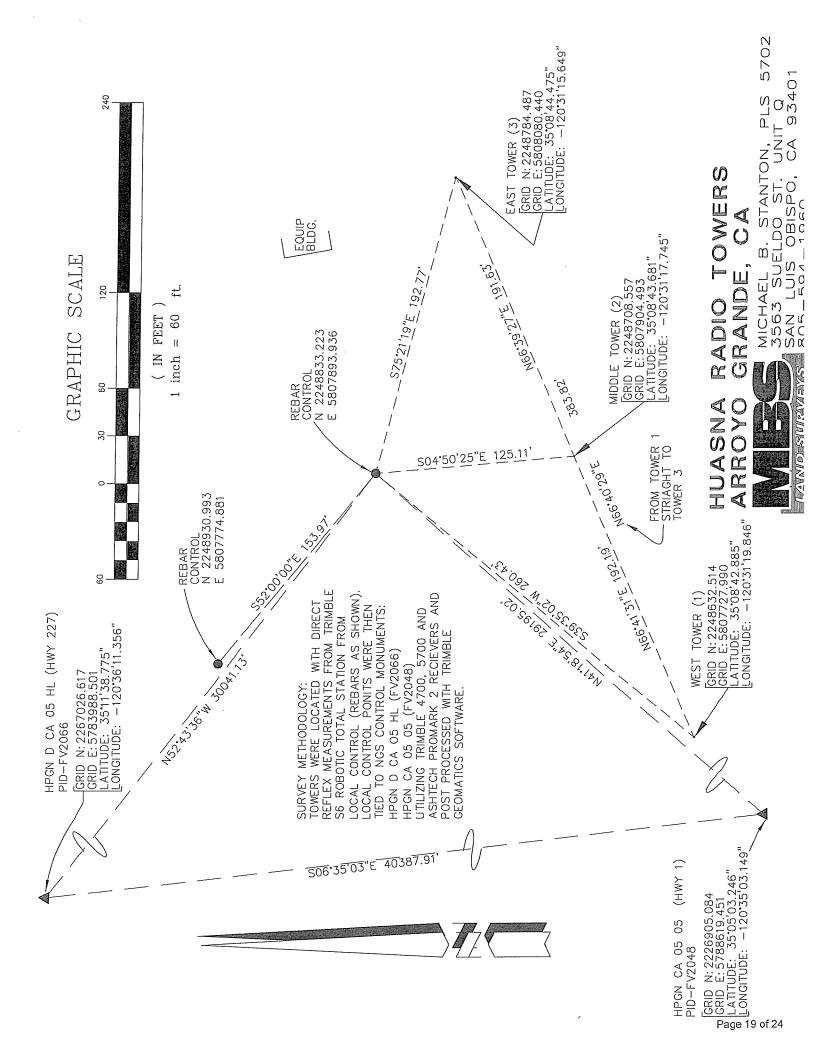
Licensed Professional Land Surveyor

State of California #5702

Mull State

Michael B. Stanton

Date



The Collins Family Trust, Jerry and Catherine Collins, Trustees KLFF (AM), Arroyo Grande, California Directional Antenna Model Proof of Performance April 2011

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Construction Permit Conditions:

1 The permittee must submit a proof of performance as set forth in either Section 73.151(a) or 73.151(c) of the rules before program tests are authorized.

A proof of performance based on field strength measurements, per Section 73.151(a), shall include a complete nondirectional proof of performance, in addition to a complete proof on the (day) and (night) directional antenna system. The nondirectional and directional field strength measurements must be made under similar environmental conditions. The proof(s) of performance submitted to the Commission must contain all of the data specified in Section 73.186 of the rules. Permittees who elect to submit a moment method proof of performance, as set forth in Section 73.151(c), must use series-fed radiators. In addition, the sampling system must be constructed as described in Section 73.151(c) (2) (i).

The KLFF antenna system was verified using the "model proof" rules at 47 CFR 73.151(c). The towers are series-fed and the sample system meets the requirements of 47 CFR 73.151(c)(2)(1).

2 Permittee shall install a type accepted transmitter, or submit application (FCC Form 301) along with data prescribed in Section 73.1660(b) should non-type accepted transmitter be proposed.

KLFF continues to use its Harris Gates Five which the transmitter manufacturer states is type accepted for both the power level and intended service.

3 A license application (FCC Form 302) to cover this construction permit must be filed with the Commission pursuant to Section 73.3536 of the Rules before the permit expires.

This is part of the required application for license to cover. It is being filed prior to the expiration of the underlying construction permit, which is May 9, 2011

4 Before program tests are authorized, sufficient data shall be submitted to show that adequate filters, traps and other equipment has been installed and adjusted to prevent interaction, intermodulation and/or generation of spurious radiation products which may be caused by common usage of the same antenna system by Stations KLFF, Facility ID: 87729, KXTK, Facility ID: 36026, and KRGA, Arroyo Grande, CA, Facility ID: 160226, and there shall be filed with the license application copies of a firm agreement entered into by the three stations involved clearly fixing the responsibility of each with regard to the installation and maintenance of such equipment. In addition, field observations shall be made to determine whether spurious emissions exist and any objectionable problems resulting therefrom shall be eliminated. Following construction, and prior to authorization of program test under this grant, Stations KLFF, Facility ID: 87729, KXTK, Facility ID: 36026, and KRGA, Arroyo Grande, CA, Facility ID: 160226, shall each measure antenna or common point resistance and submit FCC Form 302 as application notifying the return to direct measurement of power.

A representative sample of the traps added at tower 2, which is common to both stations, is shown

below. A formal agreement fixing responsibility for continued maintenance of the system is

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incorporated in the lease and is attached as a Form 302 exhibit elsewhere for reference. The two stations continue to use, unmodified, the same filtering equipment which was installed in 2001.

KRGA has not begun construction, has not pulled local building permits for its fourth tower and given the imminent expiration of the 18 month extension of the initial construction period on 06/07/2011 will almost certainly not be constructed, making compliance with this part of condition 4 impossible.

Regarding co-located KXTK, there was no construction necessary to implement the KLFF changes. It involved reconfiguring the existing KLFF pattern switching and installation of the day phasor at the transmitter and integrating that with the existing nighttime phasor and ATUs. No changes which could affect KXTK were made and in fact KXTK continued operating as usual during the KLFF modification. All components past the output jack of the KLFF ATUs (at the input to the KLFF side of the diplexing filters) including the filters, tower feeds and towers are untouched, and no additional equipment was installed at or near the towers. The KXTK antenna parameters were monitored closely every day and no changes were evident. Therefore, we believe that the FCC Form 302 Direct Power Measurement application with respect to KXTK is unnecessary and can that part of Condition 4 be deleted as unnecessary.

Finally, the spurious and harmonic emissions measurements from 540 KHz through 5 MHz were made April 8, 2011 at the entrance to the Branch Elementary School parking lot across from the entrance to the transmitter site, which is approximately 700 meters feet from the center of the array, with each station operating at full daytime power. These measurements, taken with the writer's Potomac Instruments FIM-41 field intensity meter show that there is excellent isolation between the transmitters:

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Spurious Emissions Measurements:

Carrier levels:

KLFF (5 KW, 890 KHz):

735 mv/m (117.

(117.33 dBu)

KXTK (10 KW, 1280 KHz):

1120 mv/m

(120.98 dBu)

Measured signals:

780 KHz

((2 x 1280) - (2 x 890)):

0.063 mv/m

(35.99 dBu)

(-81.34 dB from KLFF, -84.99 dB from KXTK)

1670 KHz

(2 x 1280) - 890:

0.053 mv/m

(34.55 dBu)

(-82.78 dB from KLFF, -86.43 dB from KXTK)

2170 KHz

1280 + 890:

0.058 mv/m

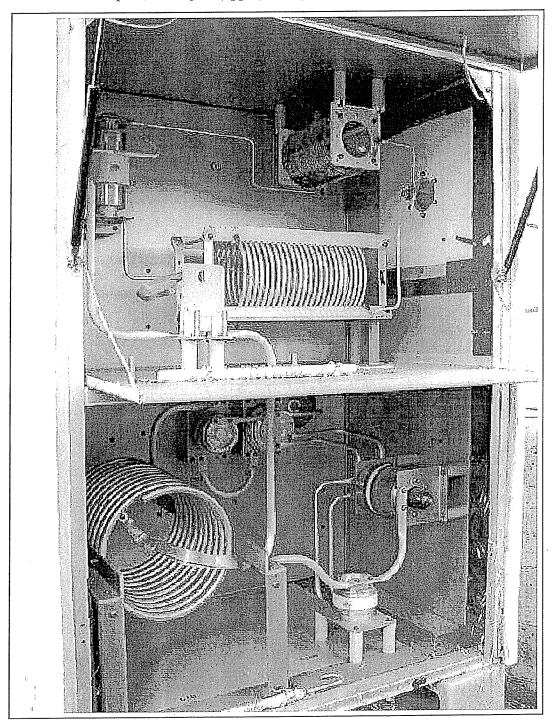
(35.27 dBu)

(-82.06 dB from KLFF, -85.71 dB from KXTK)

No other signals traceable to the combined site were present.

Photo diplexing filters at tower 1 (typical at each tower):

1280 pass, 890 reject (upper), 890 pass, 1280 reject (lower)



The KXTK tower feed loops through the upper compartment, from the right. The J plug in the center is where KLFF joins the KXTK feed to the tower which exits to the left. This is the same equipment which has been in use at KXTK-KLFF for over a decade. No changes were made.

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Preparer's Certification

This engineering report was prepared by me from data personally collected on site using equipment owned and maintained by me for this purpose. It is true and correct to the best of my knowledge and belief. The KLFF antenna system is properly constructed and adjusted and program test authority is hereby requested.

April 26, 2011

Mark A. Mueller

The Collins Family Trust KLFF(AM), Arroyo Grande, CA Form 302-AM covering BMP-20101026ABV Section II, Item 3

EXHIBIT L1: REQUEST FOR PROGRAM TEST AUTHORITY

The Collins Family Trust¹, licensee of KLFF(AM), 890 KHz, Arroyo Grande, CA, respectfully requests authority to commence program test operation of the modified facilities authorized for KLFF(AM) under FCC File No. BMP-20101026ABV ("the CP").

It is respectfully submitted that the modified facilities of KLFF(AM) have been constructed in accordance with the exact technical specifications set forth in the CP.²

On April 14, 2011, the licensee notified the Commission that KLFF(AM) is operating pursuant to Section 73.3615(b)(6) with the pattern authorized under the CP at the currently licensed power. Grant of program test authority to KLFF(AM) will serve the public interest by enabling KLFF(AM) to improve the service presently provided.

Accordingly, it is respectfully requested that the instant request for program test authority be granted.

¹The full name of the licensee is: The Collins Family Trust Dated September 7, 2006, Jerry J. Collins and Catherine J. Collins as Trustors and Trustees. It has been explained in prior filings by the licensee that the CDBS electronic filing system does not afford sufficient characters to state the full name of the licensee in the electronic form, nor does the underlying CP show the complete licensee name. In this Form 302-AM and related exhibits, the licensee is sometimes referred to as The Collins Family Trust or The Collins Family Trust, Jerry & Catherine Collins, Trustees.

² As further discussed in Exhibit L4 and the engineering exhibit hereto, certain aspects of Condition 4 were inapplicable or impossible to satisfy under the circumstances. Specifically, it was not possible to undertake measurements of new AM station KRGA (Facility ID: 160226), which has not been constructed. Further, because no construction was necessary to implement the modifications authorized for KLFF, the requirement for measurement of co-located KXTK (Facility ID: 36026) should be deemed inapplicable.

Exhibit L4: Co-located station agreements

This exhibit addresses that portion of Condition 4 to the construction permit ("CP") for modifications of KLFF(AM), 890 KHz, Arroyo Grande, CA, issued to The Collins Family Trust under FCC File No. BMP-20101026ABV (copy attached as Attachment 1 hereto), in support of a Form 302-AM application for license covering the CP.

In pertinent part, Condition 4 states:

"[T]here shall be filed with the license application copies of a firm agreement entered into by the three stations involved [KLFF, Facility ID: 97729, KXTK, Facility ID: 36026, and KRGA, Facility ID: 160226] clearly fixing the responsibility of each with regard to the installation and maintenance of such equipment."

It is herein respectfully submitted, that the following documents attached hereto¹, when read together, should be deemed to satisfy Condition 4:

KXTK (f/k/a KKAV), 1280 KHz, Arroyo Grande, CA (Facility ID: 36026):

• Attachment 2 hereto is a copy of the June 1997 "Tower Lease Agreement" between Jerry J. Collins ("Lessee"), former licensee of KLFF(AM)², and American General Media Of Texas, Inc. ("Lessor"), which states in pertinent part:

Page 1, bottom paragraph:

"Any additional tenant will assure tenant (Collins) full engineering protection of its signal to the same extent that Tenant protects Lessor's signal. Tenant will pay for all necessary traps and filters. Any additional tenant will pay for all necessary traps and filters to protect Lessor and tenant (Collins). Lessor will not allow another diplex between 790Khz and 990KHz."

Page 6, Section 6 ("Restrictions On Use"):

"Except in an emergency, when the Tenant wishes to install, maintain or repair equipment pursuant to this Agreement, Tenant shall notify Lessor's Chief Engineer of that desire and propose a time schedule for the work. The Lessor's Chief Engineer shall approve a schedule that does not materially impair Lessor's and Tenant's operating power or daily programming.

¹ Financial and proprietary information not germane to the Commission's processes has been redacted, but will be supplied to Commission staff upon request.

² Jerry J. Collins assigned the KLFF(AM) license to the Collins Family Trust pursuant to FCC approval under File No. BAL-20061018ABD.

"The operation of Tenant's radio station with legal antenna parameters at variance shall be permissible only when absolutely necessary and shall require the approval of Lessor's Chief Engineer. Any maintenance, repair or replacement work commenced by Tenant on the Premises shall be halted or postponed after notice by Lessor that its Chief Engineer has determined that the continuance of the work would materially impair Lessor's radio operation. Any such work may be recommenced by Tenant as soon as the material impairment no longer exists."

Page 7, Section 7 ("Operating Conditions and Signal Quality")

"Tenant shall not cause interference in any way with Lessor's or other
Tenant's broadcast equipment or signal"

- Attachment 3 hereto is a copy of the "Facility Lease Agreement" between Pacific Coast Media, LLC, the current licensee of KXTK(AM), and Jerry J. Collins, made as of October 20, 2004, by which the parties agree to abide by the June 1997 "Tower Lease Agreement".
- Attachment 4 hereto is a copy of a July 2007 email which evidences extension of the "Facility Lease Agreement" through June 2012.

KRGA, 1060 KHz, Arroyo Grande, CA (Facility ID: 160226):

The construction permit authorizing construction of new AM station KRGA is scheduled to expire on June 7, 2011, in just a few weeks, and to date the station has not been constructed and construction has not begun. It is therefore submitted that the aspect of this condition pertaining to coordination of use with KRGA should be deemed inapplicable. However, in the unlikely event that KRGA is eventually constructed, it is respectfully noted that the 1997 "Tower Lease Agreement", which, as referenced above, continues to control site use through June 2012, states that:

Page 1, bottom paragraph:

"Any additional tenant will assure tenant (Collins) full engineering protection of its signal to the same extent that Tenant protects Lessor's signal."

* * *

Accordingly, based on the foregoing, it is respectfully submitted that the attached documents demonstrate the responsibility of the co-located stations with regard to the installation and maintenance of equipment at the site and that portion of Condition 4 has been satisfied.

ATTACHMENT 1 COMMUNICATION STOCK S

United States of America

FEDERAL COMMUNICATIONS COMMISSION AM BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

THE COLLINS FAMILY TRUST, JERRY & CATHERINE (Son Nquyen

1257 VIA RAFAEL

LAKE SAN MARCOS CA 92078

Audio Division Media Bureau

Supervisory Engineer

Facility Id: 87729

Call Sign: KLFF

Permit File Number: BMP-20101026ABV

Grant Date: November 10, 2010

The authority granted herein has no effect on the expiration date of the underlying construction

permit.

This permit modifies permit no.: BP-20080117ABH

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.

Hours of Operation: Unlimited

Average hours of sunrise and sunset: Local Standard Time (Non-Advanced)

Jan.	7:15 AM	4 5:15	PM	Jul.	5:00	AM	7:15	PM
Feb.	6:45 AM	4 5:45	PM	Aug.	5:15	AM	6:45	PM
Mar.	6:15 AM	4 6:15	PM	Sep.	5:45	AM	6:15	PM
Apr.	5:30 AM	4 6:30	PM	Oct.	6:00	AM	5:30	PM
May	5:00 AM	7:00	PM	Nov.	6:30	AM	5:00	PM
Jun.	4:45 AM	7:15	PM	Dec.	7:00	AM	4:45	PM

Name of Permittee: THE COLLINS FAMILY TRUST, JERRY & CATHERINE

COLLINS, TRUSTEES

Station Location: ARROYO GRANDE, CA

890

Frequency (kHz):

Station Class: B

Antenna Coordinates:

Day

Latitude: N 35 Deg 08 Min 44 Sec Longitude: W 120 Deg 31 Min 15 Sec

Night

Latitude: 35 Deg 08 Min Ν 44 Sec W 120 Deg 31 Min Longitude: 15 Sec

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

Nominal Power (kW):

Day: 5.0

Night: 5.0

Antenna Mode:

Day: DA

Night: DA

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Antenna Registration Number(s):

Day:

Tower No. ASRN

> 1 None 60.9

3 None 60.9

60.9

Night:

Tower No. ASRN

> None 60.9 None 60.9 None

Callsign: KLFF Permit No.: BMP-20101026ABV

DESCRIPTION OF DIRECTIONAL ANTENNA SYSTEM

Theoretical RMS (mV/m/km): Day: 635.97 Night: 667.08 Standard RMS (mV/m/km): Day: 668.18 Night: 701.06

Augmented RMS (mV/m/km):

Q Factor:

Day:

Night:

Theoretical Parameters:

Day Directional Antenna:

Height (Deg.)	Tower Ref Switch *	Orientation (Deg.)	Spacing (Deg.)	Phasing (Deg.)	Field Ratio	Tower No.
63.5	0	0.000	0.0000	0.000	1.0000	1
63.5	0	246.000	125.1000	-36.000	0.8000	3

^{*} Tower Reference Switch

- 0 = Spacing and orientation from reference tower
- 1 = Spacing and orientation from previous tower

Theoretical Parameters:

Night Directional Antenna:

Height (Deg.)	Tower Ref Switch *	Orientation (Deg.)	Spacing (Deg.)	Phasing (Deg.)	Field Ratio	Tower No.
63.5	0	0.000	0.0000	128.000	0.5500	1
63.5	0	246.000	62.6000	0.000	1.0000	2
63.5	0	246.000	125.1000	-137.000	0.4700	3

^{*} Tower Reference Switch

^{0 =} Spacing and orientation from reference tower

^{1 =} Spacing and orientation from previous tower

Callsign: KLFF Permit No.: BMP-20101026ABV

Inverse Distance Field Strength:

The inverse distance field strength at a distance of one kilometer from the above antenna in the directions specified shall not exceed the following values:

Day:

Azimuth: Radiation:

66 178.66 mV/m

246

643.62 mV/m

Night:

Azimuth: Radiation:

66 63.23 mV/m

Section 73.151(c) (2) (i).

Special operating conditions or restrictions:

1 The permittee must submit a proof of performance as set forth in either Section 73.151(a) or 73.151(c) of the rules before program tests are authorized.

A proof of performance based on field strength measurements, per Section 73.151(a), shall include a complete nondirectional proof of performance, in addition to a complete proof on the (day) and (night) directional antenna system. The nondirectional and directional field strength measurements must be made under similar environmental conditions. The proof(s) of performance submitted to the Commission must contain all of the data specified in Section 73.186 of the rules.

Permittees who elect to submit a moment method proof of performance, as set forth in Section 73.151(c), must use series-fed radiators. In addition, the sampling system must be constructed as described in

- Permittee shall install a type accepted transmitter, or submit application (FCC Form 301) along with data prescribed in Section 73.1660(b) should non-type accepted transmitter be proposed.
- A license application (FCC Form 302) to cover this construction permit must be filed with the Commission pursuant to Section 73.3536 of the Rules before the permit expires.

Callsign: KLFF

Permit No.: BMP-20101026ABV

Special operating conditions or restrictions:

Before program tests are authorized, sufficient data shall be submitted to show that adequate filters, traps and other equipment has been installed and adjusted to prevent interaction, intermodulation and/or generation of spurious radiation products which may be caused by common usage of the same antenna system by Stations KLFF, Facility ID: 87729, KXTK, Facility ID: 36026, and KRGA, Arroyo Grande, CA, Facility ID: 160226, and there shall be filed with the license application copies of a firm agreement entered into by the three stations involved clearly fixing the responsibility of each with regard to the installation and maintenance of such equipment. In addition, field observations shall be made to determine whether spurious emissions exist and any objectionable problems resulting therefrom shall be eliminated. Following construction, and prior to authorization of program test under this grant, Stations KLFF, Facility ID: 87729, KXTK, Facility ID: 36026, and KRGA, Arroyo Grande, CA, Facility ID: 160226, shall each measure antenna or common point resistance and submit FCC Form 302 as application notifying the return to direct measurement of power.

*** END OF AUTHORIZATION ***

ATTACHMENT 2

TOWER LEASE AGREEMENT

THIS AGREEMENT is made by and between AMERICAN GENERAL MEDIA OF TEXAS, INC. (Lessor) and JERRY J. COLLINS, (Tenant). This lease is subject to approval of Lessor (Ikeda). (See "29").

Lessor leases certain property located in the Arroyo Grande, CA area on which are erected three (3) radio transmission towers ("Lessor's Towers") and a transmission building (the "Building"). The property is described on the attached (Exhibit A (the "Tower Site")). Lessor's AM radio station, KKAV AM, uses the Lessor's Tower. Lessor wants to lease to Tenant shared use of the Lessor's Towers and use of the Building for Tenant's transmitter and related equipment. The Tower Site, Lessor's Towers, Building and connecting wires and co-ax and other equipment of Lessor on the Tower Site are sometimes referred to herein as the "Premises".

Tenant desires to share the use of Lessor's Towers and Building. Should Tenant's equipment ever take excessive room in the building thus crowding Lessor's equipment, Tenant shall place the excessive part of its equipment outside the building, or at its own expense, expand the building with Lessor's consent, or put in a small building of its own, reasonable consent not to be withheld. Any property tax increase due to expansion would be borne by Tenant.

Any additional tenant will assure tenant (Collins) full engineering protection of its signal to the same extent that Tenant protects Lessor's signal. Tenant will pay for all necessary traps and filters. Any additional tenant will pay for all necessary traps and filters to protect Lessor and tenant (Collins). Lessor will not allow another diplex between 790Khz and 990Khz.

NOW, THEREFORE, in consideration of the following covenants, Lessor leases to Tenant and Tenant leases from Lessor certain Premises on the following terms and conditions.

1. PREMISES

A. <u>Description of Premises</u>. The premises shall include:

- (1) Shared use of the Lessor's Towers and use of the Building as depicted on the attached $\underbrace{Exhib}_{}$ it \underbrace{B} ("Tenant's Equipment Facility"); and
- (2) Such incidental rights associated therewith and as described herein, including, but not limited to, access to the Tower Site, Towers and the Building.
- B. <u>Tenant' Rights</u>. In such reasonable locations as may be agreed upon by Lessor and Tenant, and subject to the limitations set forth herein, Tenant may:
- (1) Maintain, repair and replace, as Tenant's reasonable needs may require, the equipment and transmission lines within the Building;
- (2) Maintain, repair and replace, as Tenant's reasonable needs may require, the cables from the building to the antennas and monitoring controls on the Towers;
- (3) Maintain, repair and replace microwave or remote pick-up antennas and supporting cable lines to receive signals from Tenant's studio;

- (4) Maintain, repair and replace utility lines to the Building as reasonably required by Tenant. Tenant shall pay for all electricity used by its transmission facility on the Premises for any purpose during the Agreement term. Tenant, at its own cost, shall install a separate meter for metering the electricity it uses on the premises.
- C. Access. Lessor and Tenant each at all times shall have the non-exclusive right of access to and from all parts of the Tower Site, the Building, and the Towers. In addition, Tenant shall at all times have the right of access to any antennas, cables, utility lines and any and all other property of Tenant installed or located on the Tower Site for the purpose set forth herein.
- D. Use. Tenant shall use the Tower Site solely as the transmitter-antenna site of Tenant's 890Khz radio station for broadcasting and other purposes stated herein. Tenant shall not erect any sign or other advertisement on the Tower Site without the prior written consent of Lessor. Tenant shall not make or permit any defacement, injury or waste in or about the Tower Site. Tenant shall abide by all rules or regulations made by Lessor pertaining to user's safety, security and compatibility in the use of the premises. Tenant agrees to operate and maintain Tenant's equipment in such a manner as to avoid interference with Lessor's use or use of other Tenants. In the event of a conflict between users, Lessor's reasonable decision shall be final. Conversely, Tenant shall be entitled to the protection from interference afforded other users in their leases or permits granted by Lessor.

2. <u>Term/Possession</u>

This Agreement is conditioned by Lessor's Agreement with Ikeda. This Agreement is for a five (5) year term beginning with Tenant's first month of commercial broadcast from the Premises. Five (5) years from this date Tenant shall have the option of extending this lease for five (5) additional years by giving written notice to the Lessor no less than ninety (90) days prior to the end of the term. At the end of the second five (5) years Tenant shall have the option of extending this lease for five(5) more years and will continue to have that same option after each five (5) year period, for up to a total of thirty (30) years' usage.

3. RENT

During the first five years of this Agreement, Tenant shall pay to Lessor _______ per month as the base rent. Such rental shall be paid to Lessor in advance on or before the first day of each month without prior demand at the address hereinafter provided for the giving of notice to Lessor. First and last month's rent shall be paid in advance, along with one month's deposit.

4. RENTAL ADJUSTMENT

Monthly rental shall be adjusted every five (5) years on the anniversary of the specific commencement date of the term of this Lease, to reflect changes in the cost of living as provided herein. The adjustment shall be make by multiplying the rental in effect immediately preceding the adjustment by a fraction wherein the Index for the calendar month two (2) months prior to the

effective date of the adjustment is the numerator and the Index for the same calendar month during the preceding five (5) year commencement is the denominator. "Index" as used is defined as the United States Department of Labor Consumer Price Index for Wage Earners and Clerical Workers West, Class Size "C". As at the date hereof, the Index is published monthly and in the event the Index is not published for the month otherwise provided in the Paragraph, then the adjustment shall be made by applying the Index for the calendar month preceding the calendar month which would otherwise have been used under the provisions of the Paragraph.

5. <u>OTHER EXPENSES</u>

Tenant shall bear responsibility and pay all costs for:

- A. Obtaining appropriate governmental approval for its operations;
- B. Maintaining electrical service to its equipment and facilities;
 - C. Maintaining its transmission lines and cable;
- D. Obtaining Federal Communications Commission authorization for any equipment or activity relating to Tenant's broadcast transmission from Lessor's Tower Site.
 - E. All costs of installing any of its own equipment.
- ${\bf F.}$ Any tax increases associated with Tenant's equipment, and any other Tenant-related expansions.

 ${f G.}$ If a proof of performance is required by the FCC, by virtue of this Diplex Agreement, that expense shall be borne by tenant.

Lessor shall bear all responsibility and expense for maintaining, repairing, and replacing its three (3) Towers. In the event Tenant's use of the Premises consistent with the terms of this Agreement shall be materially impaired by Lessor's negligence or failure to maintain, repair, or replace Lessor's Towers in a manner to permit such use by Tenant, Lessor shall correct any such problem as soon as possible.

6. <u>RESTRICTIONS ON USE</u>

Except in an emergency, when the Tenant wishes to install, maintain or repair equipment pursuant to this Agreement, Tenant shall notify Lessor's Chief Engineer of that desire and propose a time schedule for the work. The Lessor's Chief Engineer shall approve a schedule that does not materially impair Lessor's and Tenant's operating power or daily programming.

The operation of Tenant's radio station with legal antenna parameters at variance shall be permissible only when absolutely necessary and shall require the approval of Lessor's Chief Engineer. All requests for such operation shall be submitted for review and approval in advance to Lessor's Chief Engineer, and shall be approved unless such operation would materially impair Lessor's radio station operation. Any maintenance, repair or replacement work commenced by Tenant on the Premises shall be halted or postponed after notice by Lessor that its Chief Engineer has determined that the continuance of the work would materially

impair Lessor's radio operation. Any such work may be recommenced by Tenant as soon as the material impairment no longer exists.

7. OPERATING CONDITIONS AND SIGNAL QUALITY

Tenant shall not cause interference in any way with Lessor's or other Tenant's broadcast equipment or signal, telephone system, studio-to-transmitter microwave links, two-way radio systems, or any other electronic devices used in the operation of Lessor's radio station.

If any interference is caused to Lessor's transmission equipment, antenna or signal by Tenant without prior written consent by Lessor's Chief Engineer, Tenant shall correct the problems as soon as possible. If Tenant fails to take action reasonably calculated to correct the interference within a reasonable period of time after notice of interference by Lessor, Lessor's engineers may do whatever is necessary to correct the problem and charge a reasonable amount to the Tenant for labor, time and materials.

Any construction at the Tower Site by Tenant shall be subject to the prior written approval of Lessor's Chief Engineer, which shall not be unreasonably withheld. Tenant shall take all reasonable steps to ensure that the integrity of Lessor's radio broadcast signal is maintained. If Tenant causes material damage to Lessor's radio station equipment or signal pattern, Tenant shall be responsible for all costs, including legal, engineering, and construction costs, incurred in verifying or correcting the damage.

Tenant shall not engage in any activity that will damage Lessor's goodwill with its neighbors. Tenant shall promptly

resolve all cases of interference to surrounding neighbors caused by Tenant's operation.

8. <u>DEFAULT</u>

It shall be a material default and breach of this Agreement if at any time during the agreement term:

- A. Tenant shall fail to make payment of any installment of rent on the date it shall become due and the failure shall continue for a period of ten (10) days after notice by Lessor; or
- B. Tenant shall fail to observe or perform any of Tenant's other obligations hereunder and the failure shall continue for a period of fifteen (15) days after notice by Lessor; provided, however, that Tenant shall be deemed to have cured the failure if, within the fifteen (15) day period, Tenant commences to cure the failure, in good faith and with due diligence, and subsequently completes the curing thereof.
- C. Tenant interferes with the Lessor's radio broadcast signal and fails to immediately cure such interference.
- D. Lessor shall fail to observe or perform any of Lessor's other obligations hereunder and the failure shall continue for a period of fifteen (15) days after notice by Tenant; provided, however, that Lessor shall be deemed to have cured the failure if, within the fifteen (15) day period, Lessor commences to cure the failure, in good faith and with due diligence, and subsequently completes the curing thereof.
 - E. Lessor interferes with the Tenant's radio broadcast

signal and fails to immediately cure such interference.

F. If Tenant files any petition for bankruptcy or if the Tenant declares himself insolvent or if a receiver, trustee, or intermediary is named to operate the radio station.

9. <u>COMPLIANCE WITH LAW</u>

Tenant, at Tenant's own expense, shall promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances, use and zoning restrictions, recorded covenants and conditions, and other requirements of federal, state, county and city governments with respect to the use, care and control of the Premises.

10. ASSIGNMENT AND SUBLEASE

Tenant may assign the interest and obligations of the Tenant under this Agreement. If consent is required by Ikeda, Lessor agrees to request that consent. Lessor agrees to make this lease a condition of any sale or assignment of its interest in the Premises.

11. <u>LATE CHARGE</u>

In the event any payment coming due from Tenant to Lessor hereunder, specifically including the monthly rental payment, is not received by Lessor within ten (10) days from the due date thereof, Tenant shall pay to Lessor a late charge equal to five percent (5%) of the amount of such delinquent payment, but in no event to exceed any maximum charge now or hereafter established by law. This Paragraph shall not operate to establish any grace

period for the payment of rent and the rights granted to Landlord under this Paragraph shall be in addition to all other rights available to Lessor under this Agreement or by law generally.

12. RETURN OF PREMISES

Upon the expiration of this Agreement or its termination for any cause, Tenant will surrender the premises in the condition they were in at the time of the commencement of this Agreement, except for damage resulting from fire, acts of God, or other casualty not caused by the negligence or fault of the Tenant.

13. <u>LIENS AND ENCUMBRANCES</u>

The Tenant shall keep the Lessor's premises free and clear of any and all liens or encumbrances imposed or threatened to be imposed on the premises by reason of any contract, act or omission by the Tenant.

14. PROPERTY DAMAGE INSURANCE

Lessor shall obtain and maintain in force a policy or policies or fire and casualty insurance with such coverage and in such amounts as the Lessor may determine, naming the Lessor as the insured thereunder. Tenant shall insure the interest of Tenant in any personal property located on the Premises.

15. <u>LIABILITY INSURANCE</u>

The Tenant is to be responsible for Tenant's use of the Premises during the term of the Agreement and for any damage or injury to person or property resulting from the condition of the

Premises or the activities upon the property of the Tenant, the Tenant's agents, employees, any independent contractor hired by Tenant and any other person upon the Premises with the express or implied consent of Tenant. Tenant shall indemnify and save Lessor harmless from any loss, damage claim or demand arising out of such condition or activities. Tenant shall obtain and maintain in full force and effect liability insurance in amounts not less than One Hundred Thousand Dollars (\$100,000) for one person and Five Hundred Thousand Dollars (\$500,000) for any one accident, and One Hundred Thousand Dollars (\$100,000) for property damage, indemnifying the Tenant from any liability, claim or demand arising out of such condition or activities, and naming Lessor as an additional insured. Such insurance shall be written by an insurance company authorized to transact business within the State of California and shall provide that such insurance may not be canceled or modified in any manner with less than ten (10) days written notice to A copy of such insurance policy or a certificate evidencing such insurance shall be furnished to Lessor, upon written request to Tenant.

16. TAXES AND ASSESSMENTS

Tenant shall pay all personal property taxes upon the property of Tenant located on the Premises.

17. <u>DESTRUCTION OF PREMISES</u>

In the event the Premises, Lessor's Towers, or the Building are destroyed or damaged by an act of God, by fire or by other casualty to the extent that Landlord determines that, in Lessor's reasonable discretion, that it is impractical or inadvisable to repair or to reconstruct, then the Lessor shall give Tenant written notice of such decision and the Lease shall

terminate as of the date of such destruction, unless Tenant would agree to rebuild adequate broadcast capabilities at its own expense. Lessor shall have a period of thirty (30) days following the destruction or damage in which to decide whether the repairs of reconstruction shall be made. If Lessor decides to repair or reconstruct, this Agreement shall continue in full force and from the date of such destruction or damage until the repair or reconstruction is completed in an amount proportionate to the extent to which said damage or destruction and the making of the repairs interferes with the broadcast by the Tenant on the Premises.

18. TAKING FOR PUBLIC USE

If the Premises, in part or in whole, be taken or condemned for public use (an agreed sale to a public or quasi-public corporation or utility after threat of condemnation constituting a public taking as used herein), all compensation awarded upon such condemnation or taking shall be paid directly to the Lessor, except severance damages, or awards for Tenant's equipment or towers, to which the Tenant might become entitled during the term hereof by reason of such taking. Upon any such taking by condemnation, the title to the property so taken shall vest in the condemnor, free and clear of this Agreement, subject to the Lessor's right to compensation as owner, and, except for said rights to compensation, this Lease shall terminate as to the property so taken. Tenant will have the right to remove any of its own equipment or Tenant's Towers.

19. SUBORDINATION OF LEASE

Tenant agrees that this Agreement is, and shall be, subordinate to any mortgage or any other hypothecation for security

which hereafter may be placed upon the Premises (except for Tenant's equipment), for the land or buildings of which whey are a part and such subordination is hereby effective without any further act by Tenant.

20. REMEDIES ON DEFAULT

Upon default, Lessor shall be entitled to the following remedies:

- A. Without terminating this Agreement, the Lessor shall be entitled from the Tenant any amounts due hereunder, or any damages arising out of the violation of failure of Tenant to perform any covenant, condition or provision of this Agreement.
- B. The Lessor may elect to terminate this Agreement and any and all interest and claim of the Tenant by virtue of such Agreement, whether such interest or claim is existing or prospective, and to terminate all interest of the Tenant in the Premises. Such termination shall, at the election of the Lessor, also terminate any sublease by the Tenant, whether or not the Lessor has theretofore consented to such sublease.

21. HOLDING OVER

In the event Tenant shall hold over after the expiration of termination of the Agreement, such holding over shall be deemed to create a tenancy at will which may be terminated at any time by Lessor or Tenant.

22. NOTICES

Any notice required to be given hereunder or any notice to be given by law shall be in writing and may be given by personal delivery or by certified mail, address to the parties at the addresses shown below or such other address as either party may designate to the other in writing during the term of this Agreement. In addition, notice may be given in any other manner prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the third (3rd) business day following the date of posting in the United States mail, if such notice is given by mail.

Lessor: American General Media of Texas, Inc.

PO Box 987

San Luis Obispo, CA 93406

TENANT: Jerry J. Collins

1159 Fair Oaks Avenue Arroyo Grande, CA 93420

23. <u>INTERPRETATION</u>

All the covenants, agreements, conditions and terms contained in this Agreement shall be binding upon, apply and inure to the benefit of the heirs, personal representatives or the successors and assigns respectively of the Lessor and Tenant, and all of said covenants shall be construed as covenants running with the land.

24. WAIVER

Failure of either of the parties to insist upon the strict performance of the terms, covenants, agreements and

conditions contained in this Agreement, or any of them, shall not constitute or be construed as a waiver or relinquishment of the right to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

25. ARBITRATION

Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper juristiction.

WARRANTY OF AUTHORITY

In the event this Agreemnent is executed by any person as an officer or agent, such person individually represents and warrants that such person is duly authorized to execute and deliver this Agreement on behalf of its principal and that the execution of this Agreement is a lawful and voluntary act of the principal of such a person.

27. CHOICE OF LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California.

28. <u>ENTIRE AGREEME</u>NT

This Agreement together with all exhibits constitutes the entire agreement among the Parties and supercedes all prior agreements, understandings and discussions of the Parties. This

Agreement may not be amended or modified without the written consent of both parties.

29. This Lease is subject to approval of Landlord (Ikeda), which approval must be obtained by Lessor on or before August 1st, 1997, or this Agreement is null and void.

Lessor

TENANT

AMERICAN GENERAL MEDIA
OF TEXAS, INC.

JERRY J. COLLINS

JERRY J. COLLUS

DATED June 23, ,1997

6-20-97,1997

EXHIBIT A

FACILITY LEASE AGREEMENT

THIS FACILITY LEASE AGREEMENT (this "Agreement"), is made as of October 20, 2004, by and between Jerry J. Collins, an individual resident of the State of California ("Tenant"), and Pacific Coast Media, LLC, a California limited liability company ("Lessor").

WHEREAS, on this date Lessor has acquired the assets of radio Station KXTK(AM), Arroyo Grande, California (the "Station") from Tenant pursuant to that certain Asset Purchase Agreement, dated June 24, 2004, by and between Lessor and Tenant (the "Purchase Agreement");

WHEREAS, Tenant is the owner of radio station KLFF(AM), Arroyo Grande, California ("KLFF"), that commence commercial operations on November 1, 2002, and shares the use of the Station's tower and transmitter building facilities; and

WHEREAS, Lessor and Tenant desire to enter into this Agreement so that KLFF may continue to operate from the Station's facilities from and after the closing of the acquisition of the Station by Lessor pursuant to the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Lessor and Tenant hereby adopt and agree to perform in accordance with the terms I conditions of the Tower Lease Agreement by and between American General Media of 1 exas, Inc., and Jerry J. Collins attached hereto as Attachment A and made a part hereof by this reference (the "Lease"), with the following changes:
 - a. All of the terms applicable to American General Media of Texas, Inc. under the Lease shall apply to Lessor;
 - b. All of the terms applicable to Jerry J. Collins under the Lease, shall apply to Tenant;
 - c. All references to the call sign of "KKAV AM" shall be changed to "KXTK(AM)"
 - d. Instead of the initial five-year term beginning with the Tenant's first month of commercial broadcasting from the Premises as set forth in Section 2 of the Lease, the commencement date of this Agreement shall be October 20, 2004 and the initial term shall run through and include October 31, 2007. All subsequent renewal provisions of the Lease after the initial term shall remain applicable.
 - e. Instead of the base rent being set at ______) per month for the first five years, as set forth in Section 3 of the Lease, the base rent shall be set at 3_____ per month for the duration of the initial term of this Agreement, as set forth in Subsection (d) above. Thereafter the base rent for any renewal terms shall be adjusted in accordance with Section 4 of the Lease. The first payment of base rent hereunder shall be due November 1, 2004.



f. Instead of the name and address for notices to Lessor set forth in Section 22 of the Lease, notices to Lessor shall be delivered to:

Pacific Coast Media, LLC c/o Interstellar Communications P.O. Box 13057 San Luis Obispo, CA 93406 Attention: William Bordeaux

g. Instead of the name and address for notices to Tenant set forth in Section 22 of the Lease, notices to Tenant shall be delivered to:

Jerry J. Collins 808 Morning Sun Drive Encinitas, CA 92024

- 2. It is not the intent of either party hereto to assume any obligations that may have existed between American General Media of Texas, Inc., or Jerry J. Collins under the Lease, and no provisions hereof shall have that meaning or effect.
- 3. In the event that Tenant assigns his interest in the FCC license for KLFF to any party other than either: (i) an entity majority controlled by Tenant; or (ii) Logos Broadcasting Corporation, the current broker of time on KLFF under the terms of a Time Brokerage greement, then in such event the monthly base rent under this Agreement from and after—such assignment shall be adjusted to ______

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO FACILITY LEASE AGREEMENT

IN WITNESS WHEREOF, Lessor and Tenant have duly executed this Facility Lease Agreement as of the date first set forth above.

LESSOR:	PACIFIC COAST MEDIA, LLC
	By: William Bordeaux, Manager and CEO
	William Bordeaux, Manager and CEO
TENANT:	
	Jerry J. Collins

SIGNATURE PAGE TO FACILITY LEASE AGREEMENT

IN WITNESS WHEREOF, Lessor and Tenant have duly executed this Facility Lease Agreement as of the date first set forth above.

LESSOR:	PACIFIC COAST MEDIA, LLC
÷	By: William Bordeaux, Manager and CEO
TENANT:	
	Jerry J. Collins