

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0031 (June 2010)	FOR FCC USE ONLY
<b>FCC 314</b>		
<b>APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE</b>		FOR COMMISSION USE ONLY FILE NO. - 20110511AFO
Read INSTRUCTIONS Before Filling Out Form		

**Section I - General Information**

1.	Legal Name of the Licensee/Permittee NEW LIFE EVANGELISTIC CENTER, INC.	
	Mailing Address 1411 LOCUST STREET	
	City ST. LOUIS	State or Country (if foreign address) MO
	Zip Code 63103 -	
	Telephone Number (include area code) 3144362424	E-Mail Address (if available)
	FCC Registration Number: 0006473102	Call Sign KMRF
		Facility ID Number 48536
2.	Contact Representative (if other than licensee/permittee) DONALD MARTIN	
	Firm or Company Name DONALD E. MARTIN, P.C.	
	Mailing Address P.O. BOX 8433	
	City FALLS CHURCH	State or Country (if foreign address) VA
	ZIP Code 22041 -	
	Telephone Number (include area code) 7036422344	E-Mail Address (if available) DEMPC@PRODIGY.NET
3.	Legal Name of the Assignee SOUTHWEST RADIO GROUP, INC.	
	Mailing Address 3174 EAST REDBUD STREET	
	City SPRINGFIELD	State or Country (if foreign address) MO
	ZIP Code 65804 -	
	Telephone Number (include area code) 4177706301	E-Mail Address (if available)
4.	Contact Representative (if other than assignee) DAVID DAY	
	Firm or Company Name SOUTHWEST RADIO GROUP, INC.	
	Mailing Address 3174 EAST REDBUD	
	City	State or Country (if foreign address)
		Zip Code

	SPRINGFIELD	MO	65804 -
	Telephone Number (include area code) 4177706301		E-Mail Address (if available) SUPERDAVESHOW@GMAIL.COM
5.	<p>If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114):</p> <p><input type="radio"/> Governmental Entity   <input checked="" type="radio"/> Noncommercial Educational Licensee/Permittee   <input type="radio"/> Other</p> <p><input type="radio"/> N/A (Fee Required)</p>		
6.	<p><b>Purpose of Application:</b></p> <p><input checked="" type="radio"/> Assignment of license</p> <p><input type="radio"/> Assignment of construction permit</p> <p><input type="radio"/> Amendment to pending application</p> <p>File number of pending application: -</p> <p>If an amendment, <b>submit as an Exhibit</b> a listing by Section and Question Number of the portions of the pending application that are being revised. [Exhibit 1]</p>		
7.	<p>Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)?</p> <p>If yes, list pertinent authorizations in an Exhibit.</p>		<p><input type="radio"/> Yes   <input checked="" type="radio"/> No</p> <p>[Exhibit 2]</p>
8.	<p>a. Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?</p> <p>b. If yes to 8(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system?</p> <p>If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the holding period requirements of 47 C.F.R. Section 73.7005(a).</p> <p>c. LPFM Licenses Only: Has the assignor held the station license and operated the station for at least three years?</p>		<p><input type="radio"/> Yes   <input checked="" type="radio"/> No</p> <p><input type="radio"/> Yes   <input type="radio"/> No</p> <p>[Exhibit 3]</p> <p><input type="radio"/> Yes   <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p>
9.	<p>a. Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?</p> <p>b. If yes to 9(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant?</p> <p>c. If no to 9(b), are both the assignor/transferor and assignee/transferee either (1) a federally recognized Native American tribe or Alaska Native village (a "Tribe") or consortium of Tribes, (2) an enrolled member of a Tribe, or (3) an entity 70 percent or more owned or controlled by a Tribe or Tribes, or enrolled member(s) of a Tribe or Tribes, and are the qualifying Tribe or Tribes in factors (1), (2), or (3) occupying tribal lands, portions of which are covered by at least 50 percent of the stations' principal community contours?</p> <p>If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the established Tribal Priority holding period</p>		<p><input type="radio"/> Yes   <input checked="" type="radio"/> No</p> <p><input type="radio"/> Yes   <input type="radio"/> No</p> <p><input type="radio"/> Yes   <input type="radio"/> No</p> <p>[Exhibit 4]</p>

restrictions, or that the policy should be waived.

**Section II - Assignor**

1.	<p><b>Certification.</b> Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No										
2.	<p><b>Authorizations to be Assigned.</b> List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.</p> <p>[Enter Station Information]</p>											
<p>List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.</p>												
<table border="1"> <thead> <tr> <th>Facility ID Number</th> <th>Call Sign</th> <th>or Construction Permit File Number</th> <th>City</th> <th>State</th> </tr> </thead> <tbody> <tr> <td>48536</td> <td>KMRF</td> <td>-</td> <td>MARSHFIELD</td> <td>MO</td> </tr> </tbody> </table>			Facility ID Number	Call Sign	or Construction Permit File Number	City	State	48536	KMRF	-	MARSHFIELD	MO
Facility ID Number	Call Sign	or Construction Permit File Number	City	State								
48536	KMRF	-	MARSHFIELD	MO								
3.	<p><b>Agreements for Sale of Station.</b> Licensee/permittee certifies that:</p> <p>a. it has placed in its public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the sale of the station(s);</p> <p>b. these documents embody the complete and final understanding between licensee/permittee and assignee; and</p> <p>c. these agreements comply fully with the Commission's rules and policies.</p> <p><b>Exhibit Required</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 5]										
4.	<p><b>Other Authorizations.</b> List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.</p>	<input type="checkbox"/> N/A [Exhibit 6]										
5.	<p><b>Character Issues.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with:</p> <p>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or</p> <p>b. any pending broadcast application in which character issues have been raised.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 7]										
6.	<p><b>Adverse Findings.</b> Licensee/permittee certifies that, with respect to the licensee/permittee and each party to the application, no adverse finding has been made,</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No										

	nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	See Explanation in [Exhibit 8]
7.	<b>Local Public Notice.</b> Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input checked="" type="radio"/> Yes <input type="radio"/> No
8.	<b>Auction Authorization.</b> Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 9]
9.	<b>Anti-Drug Abuse Act Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
10.	<b>Anti-Discrimination Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated AM, FM, TV, Class A TV or international broadcast stations.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 10]

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing CHARLES W. HALE	Typed or Printed Title of Person Signing SECRETARY
Signature	Date 5/5/2011

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

### Section III - Assignee

1.	<b>Certification.</b> Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Assignee is: <input type="radio"/> an individual <input checked="" type="radio"/> a general partnership <input checked="" type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input type="radio"/> other	[Exhibit 11]

a. If "other", describe nature of applicant in an Exhibit.	
<b>3. Agreements for Sale of Station.</b> Assignee certifies that: a. the written agreements in the licensee/permittee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale of the station(s) which are to be assigned; and b. these agreements comply fully with the Commission's rules and policies.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 12]

**4. Parties to the Application.**

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

(1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.

(2) Citizenship.

(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's **equity/debt plus** standard., etc.

(4) Percentage of votes.

(5) Percentage of total assets (debt plus equity).

[Enter Parties/Owners Information]

**4a. Parties to the Application**

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

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

(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
SOUTHWEST RADIO GROUP, INC., 3174 EAST REDBUD STREET, SPRINGFIELD, MO 65804	US	ASSIGNEE	100	100
(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)

DAVID DAY, 3174 EAST REBUD STREET, SPRINGFIELD, MO 65804	US	SHAREHOLDER, DIRECTOR, PRESIDENT	14.3	0
(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
DONALD R. GRIFFIN, 818 HANNA COURT, BALLWIN, MO 63021	US	SHAREHOLDER, DIRECTOR, VICE PRESIDENT	14.3	100
(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
THOMAS MARTZ, 517 WEST TALLMAGE, SPRINGFIELD, MO 65803	US	SHAREHOLDER, DIRECTOR	14.3	0
(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
TRACY LYNN LEAVER, 7000 MANOR COURT, BARNHART, MO 63012	US	SHAREHOLDER, DIRECTOR,	14.3	0
(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
RONNIE L. WHITE, 702 INA'S TRAIL, OZARK, MO 65721	US	SHAREHOLDER, DIRECTOR	14.3	0
(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
ROBERT KNOP, 6103 SILVER FOX, FLORISSANT, MO 63034	US	SHAREHOLDER, DIRECTOR	14.3	0
(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
JASON HUGHES, 740 CAUDILL WAY, BRANSON, MO 65616	US	SHAREHOLDER, DIRECTOR	14.3	0
or [Exhibit 13]				
b. Assignee certifies that equity interests not set forth above are non-attributable.				<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  See Explanation in [Exhibit 14]
5.	<b>Other Authorizations.</b> List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.			<input checked="" type="checkbox"/> N/A [Exhibit 15]
6.	<b>Multiple Ownership.</b>			
	a. Is the assignee or any party to the application the holder of an attributable radio joint			<input type="radio"/> Yes <input checked="" type="radio"/> No

<p>sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application?</p> <p>If "Yes," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.</p>	<p>[Exhibit 16]</p>
<p>b. Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.</p> <p>AM and/or FM Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).</p> <p><b>All applicants:</b> If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>[Exhibit 17]</p>
<p>c. Assignee certifies that the proposed assignment:</p> <ol style="list-style-type: none"> <li>1. does not present an issue under the Commission's policies relating to media interests of immediate family members;</li> <li>2. complies with the Commission's policies relating to future ownership interests; and</li> <li>3. complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.</li> </ol>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 18]</p>
<p>d. Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds (1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or (2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or (3) more than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?</p> <p><b>All applicants:</b> If "Yes," submit as an Exhibit a detailed showing demonstrating proof of status as an eligible entity.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>See Explanation in [Exhibit 19]</p>
<p>e. Does this assignment include a grand-fathered cluster of stations?</p> <p><b>All applicants:</b> If "Yes", applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to:</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p>A. An Eligible Entity (as defined in Item 6d, above).</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p>B. An Irrevocable Trust that will assign the station(s) to an Eligible Entity.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><b>All applicants:</b> If "Yes" to Item 6e A or B: Submit as an Exhibit a copy of the form of irrevocable trust agreement providing for the assignment of the station(s) to an Eligible Entity.</p>	<p>See Explanation in [Exhibit 20]</p>
<p>7. <b>Character Issues.</b> Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with:</p> <ol style="list-style-type: none"> <li>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or</li> <li>b. any pending broadcast application in which character issues have been raised.</li> </ol>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 21]</p>
<p>8. <b>Adverse Findings.</b> Assignee certifies that, with respect to the assignee and each party to</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>

	the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	See Explanation in [Exhibit 22]
9.	<b>Alien Ownership and Control.</b> Assignee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 23]
10.	<b>Financial Qualifications.</b> Assignee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 24]
11.	<b>Program Service Certification.</b> Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	<b>Auction Authorization.</b> Assignee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 25]
13.	<b>Anti-Drug Abuse Act Certification.</b> Assignee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
14.	<b>Equal Employment Opportunity (EEO).</b> If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing DAVID DAY	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 5/11/2011

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).

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## Exhibits

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**Exhibit 5**

**Description:** ASSET PURCHASE AGREEMENT

ATTACHED IS A LETTER OF INTENT EXECUTED BY THE PARTIES WHICH HAS BEEN ADOPTED AS THE ASSET PURCHASE AGREEMENT. THIS TRANSACTION INVOLVES A GOOD FAITH DEPOSIT WHICH THE BUYER HAS DEPOSITED INTO ESCROW. THE ESCROW AGREEMENT IS ROUTINE AND DOES NOT APPEAR TO BE NECESSARY FOR THE COMMISSION'S REVIEW OF THIS APPLICATION. THEREFORE IT HAS NOT BEEN ATTACHED. HOWEVER, IT WILL BE FURNISHED TO COMMISSION STAFF UPON REQUEST.

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**Attachment 5**

Description
<a href="#">Letter of Intent adopted as Asset Purchase Agreement</a>

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**Exhibit 6**

**Description:** ASSIGNOR'S BROADCAST INTERESTS

ASSIGNOR IS THE LICENSEE OF THE FOLLOWING STATIONS:

KNLC(TV), 48525, ST. LOUIS, MO  
WINU(AM), 73996, SHELBYVILLE, IL  
KKLL(AM), 17128, WEBB CITY, MO  
KKLO(AM), 10345, LEAVENWORTH, KS  
KBIY(FM), 81163, VAN BUREN, MO  
KBPB(FM), 87465, HARRISON, AR  
KNLG(FM), 76929, NEW BLOOMFIELD, MO  
KNLQ(FM), 91489, CUBA, MO  
KNLM(FM), 76946, MARSHFIELD, MO  
KNLN(FM), 87389, VIENNA, MO  
KNLH(FM), 83445, CEDAR HILL, MO  
KNLP(FM), 83446, POTOSI, MO  
K17FU-D, 48526, MARSHFIELD, MO  
K54FH, 48535, GREEN FOREST, AR  
K39IU-D, 48531, SPRINGFIELD, MO  
K61GJ, 48532, AURORA, MO  
K64FQ, 48522, LEBANON, MO  
K36II-D, 48515, JOPLIN, MO  
KNJD-LP, 48527, BRANSON, MO

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**Attachment 6**

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**Exhibit 12**

**Description:** ASSET PURCHASE AGREEMENT

SEE EXHIBIT 5.

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**Attachment 12**

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**Exhibit 17**

**Description:** OTHER MEDIA INTERESTS

THE ASSIGNEE HAS NO OTHER ATTRIBUTABLE MEDIA INTERESTS.

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**Attachment 17**

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**NEW LIFE EVANGELISTIC CENTER, INC.**  
**1411 Locust Street**  
**St. Louis, Missouri 63103**

April 1, 2011

Mr. David Day  
Southwest Radio Group, Inc.  
3174 East Redbud  
Springfield, Missouri 65804

**RE: Letter of Intent re: KMRF, Marshfield, Missouri**

Dear Mr. Day:

This Letter of Intent (the "LOI"), when executed by authorized representatives of Southwest Radio Group, Inc. ("Buyer") and New Life Evangelistic Center, Inc. ("Seller"), will serve as a memorandum of understanding with respect to the willingness of Buyer to purchase and of Seller to sell, certain of Seller's assets, namely AM broadcast station KMRF, Marshfield, Missouri, FCC Facility ID #43536 (the "Station"), for a price and pursuant to conditions hereinafter set forth. The parties acknowledge that no assignment of the Station may occur without the prior approval of the Federal Communications Commission (the "FCC").

This LOI shall be deemed to become effective upon the acceptance and execution of it by both Buyer and Seller (the "Effective Date").

1. **Assets to be Sold.** At the closing of the acquisition of the Station (the "Closing"), Seller will assign to Buyer all of the assets of Seller used or useful in the operation of the Station free and clear of all encumbrances, including without limitation:

- (a) all FCC licenses and permits for the Station;
- (b) certain tangible personal property owned by Seller and used in the operation of the Station, as listed in Exhibit A, attached hereto.; excluding all studio equipment.

2. **Consideration.**

- (a) The total purchase price for the Station shall be Three Hundred Fifty Thousand Dollars (\$350,000) (the "Purchase Price").

(b) Within Three (3) business days of the Effective Date hereof, Buyer shall deposit with a mutually acceptable escrow agent (the "Escrow Agent") the sum of Seventeen Thousand and Five Hundred Dollars (\$17,500.) as a good faith earnest money deposit (the "Deposit"). Such Deposit shall be paid to the Seller at the Closing and credited against the payment of the Purchase Price. Buyer, Seller and Escrow Agent shall enter into an appropriate Escrow Agreement containing terms and conditions customary for such agreements.

(c) At the Closing, Buyer shall remit to Seller the balance of the Purchase Price, i.e., Three Hundred Thirty Two Thousand and Five Hundred Dollars (\$332,500.) in immediately available funds.

(d) The Purchase Price shall be subject to adjustment on account of such prorations, allocations and other matters as are appropriate and customary in transactions of this type.

### 3. **Asset Purchase Agreement.**

(a) The terms of the subject transaction may be more formally described in an Asset Purchase Agreement (the "APA") that shall include the terms and conditions set forth herein and may include such additional terms, conditions, representations, warranties and covenants not inconsistent with this LOI as are customary in such agreements involving similar transactions in the radio broadcasting industry, and as are mutually agreed upon.

(b) The parties shall make their best good faith efforts to execute the APA within Twenty-one (21) Days of the Effective Date. In the event that they fail to execute the APA within that period of time, or within such longer period as the parties may agree upon, this LOI shall operate as the APA and the parties shall proceed to prepare and file the Assignment Application. Buyer shall bear the burden of producing the first draft of the APA, or of reimbursing Seller for the cost of producing such first draft.

4. **Assignment Application.** Within Five (5) business days of execution of the APA or the adoption of this LOI as the APA, the parties shall cooperate to prepare and file an application with the FCC for its consent to the assignment of the Station from Seller to Buyer (the "Assignment Application").

5. **Costs.** Each party hereto shall be responsible for payment of one half of the FCC filing fee to be incurred with the filing of the Assignment Application, if any, but otherwise each party shall be solely responsible for any and all brokerage and/or other professional service fees that it may incur in connection with due diligence activities and the preparation, filing and prosecution of this LOI, the APA and the Assignment Application, except for the reimbursement from Buyer to Seller that may be required pursuant to Section 3(b).

6. **Legally Binding Effect.** This Letter of Intent shall be legally binding upon and inure to the benefit of the parties and their successors.

7. **Closing.** The Closing shall take place at a mutually agreed upon time and location not later than the fifth (5<sup>th</sup>) business day after finality of the FCC's actions granting the Assignment Application, or within such longer period of time as the parties may agree upon. If the grant of the Assignment Application has not become final as of one year after the date on which it is filed with the FCC, either party (not then in material default under the LOI or the APA) may terminate without prejudice this LOI or the APA upon written notice to the other party. In such event, neither party shall have any further obligation or liability to the other party hereunder.

8. **Use of Antenna Site.** The parties acknowledge that Seller owns the real property at the Station's antenna site and that such real property is not included in the assets to be purchased by Buyer. At the Closing, the parties shall enter into a real property license agreement pursuant to which Buyer shall have the right to maintain the Station's transmission facilities in their present location rent-free for Three (3) years. It is NOT anticipated that this LOI, the APA or the real property license agreement will operate to make any studio facilities available to Buyer on Seller's property.

9. **Notice.** Notice given by either party to the other hereunder shall be effective when sent by certified letter with return receipt requested, by overnight courier with documented receipt or by facsimile transmission as follows:

If to Buyer:

David Day  
Southwest Radio Group, Inc.  
3174 East Redbud  
Springfield, Missouri 65804  
Fax:

If to Seller:

Charles Hale  
New Life Evangelistic Center, Inc.  
1411 Locust Street  
St. Louis, Missouri 63103  
Fax: 314-421-1702

With copy to (which shall not constitute notice):

Donald E. Martin, Esquire  
P.O. Box 8433  
Falls Church, Virginia 22041  
Fax: (703) 642-2357

10. **Choice of Law and Choice of Forum.** This LOI and the APA shall be governed by and construed under the laws of the state Missouri without regard to that state's choice of law rules, except for matters preempted by Federal law. Any action initiated in connection with any dispute arising from this LOI or the APA shall be brought in the appropriate state or Federal court having jurisdiction over Marshfield, Missouri. Actions initiated to enforce the judgments of such court shall not be so limited.

11. **Exclusivity.** From the Effective Date to the earlier of the closing or the expiration or termination of the LOI or the APA (if an APA is adopted), neither the Seller nor any officer, director, shareholder or owner will, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with, or accept any proposal of any other person relating to the acquisition of the assets to be sold hereunder, in whole or in part, whether directly or indirectly, through purchase, merger, consolidation or otherwise.

12. **Termination.**

(a) Default of a party shall be grounds for termination by the other party (provided that the other party is not also in material default) upon written notice as provided for herein.

(b) In the event of termination of this LOI or the APA due to a default by Buyer, and provided that Seller is not then also in material default, Seller shall be entitled to receive the Deposit as liquidated damages.

If you accept the foregoing offer under these terms and conditions, please sign and date this letter in the appropriate space below, and return it to me. This offer shall be void if Seller does not receive Buyer's acceptance within Ten (10) days of the date first written above.

Sincerely,

NEW LIFE EVANGELISTIC  
CENTER, INC.

Charles W. Hale  
Name (signature)

Charles W. Hale  
Name (printed)

Secretary  
Title

April 1, 2011  
Date

Accepted and agreed to:  
SOUTHWEST RADIO GROUP, INC.

[Signature]  
Name (signature)

DAVID DAY  
Name (printed)

PRESIDENT  
Title

APRIL 1, 2011  
Date

**Attachment A**

**KMRF-AM**

**INVENTORY**

## **KMRF-AM EQUIPMENT INVENTORY**

- 1 Broadcast Electronics AM Transmitter, Model AM5E-5 kW (New)
- 1 Kintronic antenna phaser
- 1 Sage EAS Endec- EAS Encoder
- 1 Sage Endec Receiver- AM/FM Receiver
- 1 Dayton Industrial receiver, Model AF852
- 1 TFT AM Modulation Monitor, Model 923
- 1 Potomac Instruments antenna monitor, Model 1901
- 1 Chronrol XT, 4 channel timer
- 2 Kintronic antenna tuning units
- 2 Pirod 24-120 towers