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Approved by [OMB \(Office of Management and Budget\)](#) 3060-0031

Assignments

Application Submitted

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Your application has been submitted for processing.

- Please pay any **fees** associated with this application.
- Use the assigned **File Number** when referencing this application in the future.
- The progress of this application can be tracked on the **Applications** page.

Application Summary

Lead File Number: **0000197970**
Lead Call Sign: **K237DV**
Facility ID: **147652**
Application Purpose: Assignment of Authorization
Status: Pending
Date Submitted: 08/22/2022

Fees, Waivers, and Exemptions

Exempt from FCC Application Fees? Yes

Assignor Information

Name: THE PRAISE NETWORK, INC.
Title:
Address: 128 SOUTH 4TH STREET
O'NEILL, NE 68763
United States
Phone: +1 (402) 336-1230
Email: alexmckenzie@praisenetwork.org

Contact Representatives

Donald Martin
Title: Attorney
Address: P.O. Box 8433
Falls Church, VA 22041
United States
Phone: +1 (703) 642-2344
Email: dempc@prodigy.net

Assignee Information

Name: Tri-State Broadcasting Association, Inc
Title:
Address: PO Box 709
North Platte, NE 69103
United States
Phone: +1 (308) 532-5515
Email: ghofer@kjlt.org

Contact Representatives

Name: Aaron P Shainis
Title: Legal Counsel
Address: 1850 M St NW
Suite 240
Washington, DC 20036
United States
Phone: +1 (202) 293-0567
Email: aaron@s-plaw.com

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Federal Communications Commission
45 L Street NE
Washington, DC 20554

Phone: 1-888-225-5322

TTY: 1-888-835-5322

Fax: 1-866-418-0232

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(REFERENCE COPY - Not for submission)

Assignments

Lead File Number: **0000197970** | Submit Date: **08/22/2022** | Lead Call Sign: **K237DV** | FRN: **0008385676**
Service: **FM Translator** | Purpose: **Assignment of Authorization** | Status: **Pending** | Status Date: **08/22/2022** | Filing Status: **Active**

General Information

Section	Question	Response
Attachments	Are attachments (other than associated schedules) being filed with this application?	Yes

Fees, Waivers, and Exemptions

Section	Question	Response
Fees	Is the applicant exempt from FCC application Fees?	Yes
	Indicate reason for fee exemption:	Nonprofit licensee of a noncommercial station
Waivers	Does this filing request a waiver of the Commission's rule(s)?	No
	Total number of rule sections involved in this waiver request:	

Assignments Type

Question	Response
Is this application a pro forma Assignment of Authorization?	No
By answering "Yes" the Applicant certifies that the use of short form pro forma application is appropriate for this transaction?	
Is the Assignment Voluntary or Involuntary:	

Authorizations to be Assigned

Selected Call Signs

Call Sign	Facility ID	File Number	Service	City, State
K237DV	147652	0000197970	FX	MCCOOK, NE
	767455	0000197971	FM	MCCOOK, NE

Assignment Questions

Question	Response
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 73.5000)?	No
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)?	No
Have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system?	
Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?	No

Have all such stations operated for at least 4 years with a minimum operating schedule since grant?	
Do both the assignor and assignee qualify for the Tribal Priority in all respects?	
LPFM Licenses Only: Has it been at least 18 months since the initial construction permit for the LPFM station was granted?	
LPFM Licenses Only: Does the assignment of the LPFM authorization satisfy the consideration restrictions of 47 CFR Section 73.865(a)(1)?	
LPFM Licenses Only: Were any of the LPFM authorizations that are subject to this application obtained through the Commission's point system for low power FM stations (see 47 CFR Section 73.872)?	
If yes to question above, have all such LPFM stations operated for at least four years since grant pursuant to the point system?" (options – Y/N. If Yes, nothing further required. No requires attachment as follows)"If no to new sub question, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the requirements of 47 CFR Section 73.865(a)(3).	

Assignor Information

Assignor Name, Type, and Contact Information

Assignor	Type	Address	Phone	Email	FRN
THE PRAISE NETWORK, INC. Doing Business As: THE PRAISE NETWORK, INC.	Not-for-Profit	Alex McKenzie 128 SOUTH 4TH STREET O'NEILL, NE 68763 United States	+1 (402) 336-1230	alexmckenzie@praisenetwork.org	0008385676

Assignor Contact Representatives (2)

Contact Name	Address	Phone	Email	Contact Type
Donald Martin <i>Attorney</i> Law Office of Donald E Martin	Donald Martin P.O. Box 8433 Falls Church, VA 22041 United States	+1 (703) 642- 2344	dempc@prodigy.net	Legal Representative
Alex McKenzie <i>President</i> THE PRAISE NETWORK, INC.	Alex McKenzie 128 S 4th Street O'NEILL, NE 68763 United States	+1 (402) 336- 1230	alexmckenzie@praisenetwork.org	President

Assignor Legal Certifications

Section	Question	Response
Agreements for Sale /Transfer of Station	Assignor certifies that: (i) it has placed in Assignor's public inspection file(s) and submitted to the Commission as an Exhibit to this application copies of all agreements for the assignment /transfer of the station(s); (ii) these documents embody the complete and final understanding between Assignor and Assignee; and (iii) these agreements comply fully with the Commission's rules and policies	Yes
	If the transaction is involuntary, the Assignor certifies that court orders or other authorizing documents have been issued and that it has placed in the licensee's/permittee's public inspection file(s) and submitted to the Commission copies of such court orders or other authorizing documents.	

Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which assignor or any party to the application has an attributable interest.	
Character Issues	Assignor certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application or (b) any pending broadcast application in which character issues have been raised	Yes
Adverse Findings	Assignor certifies that, with respect to the Assignor and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	Yes
Local Public Notice	Assignor certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	Yes
Auction Authorization	Assignor 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.	N/A
Anti-Discrimination Certification	Assignor 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.	N/A

Assignee Information

Assignee Name, Type, and Contact Information

Assignee	Type	Address	Phone	Email	FRN
Tri-State Broadcasting Association, Inc	Corporation	PO Box 709 North Platte, NE 69103 United States	+1 (308) 532-5515	ghofer@kjl.org	0002388429

Section	Question	Response	File Number
Radio Station Applicants Only	If the station(s) being assigned is noncommercial educational or LPFM, the Assignee certifies that the Commission had previously granted a broadcast application, identified here by file number, that found this Assignee qualified as a noncommercial educational entity with a qualifying educational program, and that the Assignee will use the station(s) to advance a program similar to that the Commission has found qualifying in the Assignee's previous application.	Yes	BALH-19891213GF

Assignee Contact Representatives

Contact Name	Address	Phone	Email	Contact Type
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(1)

Aaron P Shainis <i>Legal Counsel</i> Shainis & Peltzman, Chartered	1850 M St NW Suite 240 Washington, DC 20036 United States	+1 (202) 293-0567	aaron@s-plaw.com	Legal Representative
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Changes in Interest (0)

Party Name	Citizenship	Address	Phone	Email	Interest Before Assignment	Interest After Assignment
Empty						

Changes in Interest Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.	

Parties to the Application (9)

Party Name	Citizenship	Address	Phone	Email	Positional Interest
James Harms <i>Vice President</i> Tri-State Broadcasting Association, Inc.	United States	75745 Road 344 Elsie, NE 69134 United States	+1 (308) 532-5515	ghofer@kjl.org	Positional Interest: Member of Governing Board Citizenship: United States Percentage of Votes: 11.1% Percentage of Total Assets: 11.1%
Keith Becker <i>Board Member</i> Tri-State Broadcasting Association, Inc.	United States	1753 25 Road Axtell, NE 68924 United States	+1 (308) 532-5515	ghofer@kjl.org	Positional Interest: Member of Governing Board Citizenship: United States Percentage of Votes: 11.1% Percentage of Total Assets: 11.1%
John L. Townsend <i>Board Member</i> Tri-State Broadcasting Association, Inc.	United States	701 Union Ave North Platte, NE 69101 United States	+1 (308) 532-5515	ghofer@kjl.org	Positional Interest: Member of Governing Board Citizenship: United States Percentage of Votes: 11.1% Percentage of Total Assets: 11.1%

Jed Flaming <i>Board Member</i> Tri-State Broadcasting Association, Inc.	United States	351 Rd. East N. South Paxton, NE 69155 United States	+1 (308) 532-5515	ghofer@kjl.org	Positional Interest: Member of Governing Board Citizenship: United States Percentage of Votes: 11.1% Percentage of Total Assets: 11.1%
Ronald Hoyt Tri-State Broadcasting Association, Inc.	United States	37079 Road 723 Culbertson, NE 69140 United States	+1 (308) 532-5515	ghofer@kjl.org	Positional Interest: Member of Governing Board Citizenship: United States Percentage of Votes: 11.1% Percentage of Total Assets: 11.1%
Janet Malmkar <i>Secretary & Treasurer</i> Tri-State Broadcasting Association, Inc.	United States	75910 Rd 327 Grant, NE 69140 United States	+1 (308) 532-5515	ghofer@kjl.org	Positional Interest: Member of Governing Board Citizenship: United States Percentage of Votes: 11.1% Percentage of Total Assets: 11.1%
Gary Hofer <i>Board Member</i> Tri-State Broadcasting Association, Inc.	United States	4243 Sweetwood Drive North Platte, NE 69101 United States	+1 (308) 532-5515	ghofer@kjl.org	Positional Interest: Member of Governing Board Citizenship: United States Percentage of Votes: 11.1% Percentage of Total Assets: 11.1%

Tim Malmkar <i>President</i> Tri-State Broadcasting Association, Inc.	United States	6841 Whisper Canyon Road North Platte, NE 69101 United States	+1 (308) 532-5515	ghofer@kjl.org	Positional Interest: Member of Governing Board Citizenship: United States Percentage of Votes: 11.1% Percentage of Total Assets: 11.1%
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George Cheek <i>Board Member</i> Tri-State Broadcasting Association, Inc.	United States	16800 East Marantha Road Maxwell, NE 69151 United States	+1 (308) 532-5515	ghofer@kjl.org	Positional Interest: Member of Governing Board Citizenship: United States Percentage of Votes: 11.1% Percentage of Total Assets: 11.1%
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Parties to the Application Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.	Yes

Assignee Legal Certifications

Section	Question	Response
Agreements for Sale	Assignee certifies that: (a) the written agreements in the Assignee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale or transfer of the station(s); and (b) these agreements comply fully with the Commission's rules and policies.	Yes
Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which Assignee or any party to the application has an attributable interest.	
Broadcast Incubator Program	Is the proposed facility the subject of an incubation proposal or a 'reward' waiver request under the Commission's Broadcast Incubator Program?	No
Multiple Ownership	Is the assignee or any party to the application the holder of an attributable radio joint sales agreement or an attributable radio or television time brokerage agreement with the station (s) subject to this application or with any other station in the same market as the station(s) subject to this application?	No
	Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules.	N/A

	<p>Assignee certifies that the proposed assignment:</p> <p>(1) does not present an issue under the Commission's policies relating to media interests of immediate family members;</p> <p>(2) complies with the Commission's policies relating to future ownership interests; and</p> <p>(3) complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.</p>	Yes
	<p>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</p> <p>(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</p> <p>(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</p> <p>(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>	No
	Does this assignment include a grandfathered cluster of stations?	No
	<p>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>A) An Eligible Entity (as defined in Item 6d, above).</p>	
	B) An Irrevocable Trust that will assign the station(s) to an Eligible Entity.	
	NCE Diversity of Ownership Points. Does the assignee or any party to the application have an attributable interest in an NCE FM or NCE TV station received through the award of "diversity of ownership" points in the point system analysis?	No
	If 'Yes,' the assignee certifies that (1) its attributable NCE FM or NCE TV station has been on the air for at least four years; and/or (2) none of the proposed assigned stations overlap the principal community contour of the NCE FM or NCE TV station received through the award of diversity points in the point system analysis (see 47 CFR Section 73.7005(c)).	
Acquisition of Control	Please upload an attachment listing the file number and date of grant of FCC Form 301, 314, or 315 application by which the Commission approved the qualifications of the individual or entity with a pre-existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.	

Character Issues	Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with: (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or (b) any pending broadcast application in which character issues have been raised.	Yes
Adverse Findings	Assignee certifies that, with respect to the assignee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	Yes
Financial Qualifications	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.	Yes
Program Service Certification	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.	Yes
Auction Authorization	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.	N/A
Equal Employment Opportunity (EEO)	If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	N/A

Assignee Alien Ownership

Question	Response
1) Is the applicant a foreign government or the representative of any foreign government as specified in Section 310(a) of the Communications Act?	No
2) Is the applicant an alien or the representative of an alien? (Section 310(b)(1))	No
3) Is the applicant a corporation, or non-corporate entity, that is organized under the laws of any foreign government? (Section 310(b)(2))	No
4) Is the applicant an entity of which more than one-fifth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country? (Section 310(b)(3))	No
5) Is the applicant directly or indirectly controlled by any other entity of which more than one-fourth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any entity organized under the laws of a foreign country? (Section 310(b)(4))	No
6) Has the applicant received a declaratory ruling(s) under Section 310(b)(4) of the Communications Act?	No
6a) Enter the citation of the applicable declaratory ruling by DA/FCC number, FCC Record citation, release date, or any other identifying information.	
7) Has there been any change in the applicant's foreign ownership since issuance of the declaratory ruling(s) cited in response to Question 6?	

8) Does the applicant certify that it is in compliance with the terms and conditions of the foreign ownership declaratory ruling(s) cited in response to Question 6?	
9) In connection with this application, is the applicant filing a foreign ownership Petition for Declaratory Ruling pursuant to Section 310(b)(4) of the Communications Act?	No

**Rebroadcast
Certifications for
K237DV**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	67751
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	Yes

**Assignee
Certification**

Section	Question	Response
General Certification Statements	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.	
	The Assignee certifies that neither the Assignee nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignee certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.	

Authorized Party to Sign	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	<p>I certify that this application includes all required and relevant attachments.</p>	<p>Yes</p>
	<p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>	<p>Tim Malmkar <i>President</i></p> <p>08/22/2022</p>

Assignor Certification

Section	Question	Response
<p>General Certification Statements</p>	<p>Assignor certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignor further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	
	<p>The Assignor certifies that neither the Assignor nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignor certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.</p>	

Authorized Party to Sign	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	<p>I certify that this application includes all required and relevant attachments.</p>	<p>Yes</p>
	<p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>	<p>Alex McKenzie <i>President</i></p> <p>08/22/2022</p>

Attachments

File Name	Uploaded By	Attachment Type	Description	Upload Status
<u>All Authorizations – Tri State Broadcasting (2022-8-18) .pdf</u>	Applicant	Assignee Legal Certifications	Other Authorizations - Assignee	Done with Virus Scan and/or Conversion
<u>ASSIGNOR'S ATTRIBUTABLE BROADCAST INTERESTS. pdf</u>	Applicant	Assignor Legal Certifications	Assignor's Broadcast Interests	Done with Virus Scan and/or Conversion
<u>K237DV APA [Executed].pdf</u>	Applicant	Assignee Legal Certifications	Asset Purchase Agreement [Executed]	Done with Virus Scan and/or Conversion

ASSIGNOR'S ATTRIBUTABLE BROADCAST INTERESTS

9937 KMMJ GRAND ISLAND NE AM
24714 KGCR GOODLAND KS FM
66272 KPNO NORFOLK NE FM
66273 KPRD HAYS KS FM
66274 KGRD ORCHARD NE FM
68680 K202BP BELLAIRE, ETC. KS FX
81221 K220FV YANKTON SD FX
82283 K205CU BURWELL NE FX
86504 K217CT AINSWORTH NE FX
86756 K222AL PLATTE SD FX
90814 K216ED PHILLIPSBURG KS FX
122132 K203DL CHEYENNE WELLS CO FX
138413 K297AI HILL CITY KS FX
138414 K278AP LEWIS KS FX
138415 K300AN CHAMBERLAIN SD FX
138793 K241AN PRATT KS FX
142244 K284DC GRAND ISLAND NE FX
172509 KGCD WRAY CO FM
172512 KGKD COLUMBUS NE FM
172515 KGRJ CHAMBERLAIN SD FM
175547 KZCK COLBY KS FM
177168 KGRH LOOMIS SD FM
767451 HILL CITY KS FM
767452 KPSR SMITH CENTER KS FM
767454 LYONS KS FM
767456 KGCB WRAY CO FM
767457 KGCY CHEYENNE WELLS CO FM
767458 KGRU BURWELL NE FM
767459 KGRL MILLER SD FM
767462 GREGORY SD FM

PURCHASE AGREEMENT

This Purchase Agreement is made as of this 11th day of July, 2022, by and between The Praise Network, Inc., a Nebraska nonprofit corporation (“Seller”), and Tri-State Broadcasting Association, Inc., a Nebraska nonprofit corporation, (“Buyer”).

Recitals

A. Seller is the owner of FM translator station K237DV, McCook, NE (Facility ID No. 147652) (“K237DV”) and the construction permit for an unbuilt noncommercial FM station as authorized in LMS File No. 0000166702, McCook, NE (Facility ID No. 767455) (the “Construction Permit”) (collectively, the “Stations”).

B. Seller has agreed to sell the Stations to Buyer, on the terms and conditions set forth herein.

Agreements

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

1. Application. The parties shall cooperate in the prompt preparation and filing of an application with the Federal Communications Commission (the “Commission”) for consent to the assignment of the licenses and authorizations issued by the Commission for the Stations (the “Licenses”) from Seller to Buyer. Such application is to be filed within five (5) business days of the date of this Agreement, with the parties to each pay one-half of the necessary filing fee to the Commission. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to such application, and shall take all steps reasonably required for the expeditious prosecution of such application to a favorable conclusion.

2. **Assets To Be Conveyed.** On the Closing Date, as defined in Section 11 hereof, Seller will assign, transfer, convey and deliver to Buyer:

a. All of the Licenses, including those specifically identified on Schedule A hereto.

b. All of the tangible personal property, whether owned or leased, located at or used in the operation of the Stations, including that property identified on Schedule B hereto, but excluding any property identified on Schedule B as an excluded asset, and including, but not limited to, all replacements and additions thereto between the date of this Agreement and the Closing Date.

The foregoing assets to be conveyed to Buyer (the “Purchased Assets”) are to be conveyed through bills of sale, assignments, deeds or other documents of transfer (the “Closing Documents”) customary for such purpose and satisfactory in form and substance to Buyer, Seller, and their respective counsel. The Purchased Assets are to be conveyed to Buyer free and clear of any claims, liabilities, mortgages, deeds of trust, assignments, liens, pledges, conditions, exceptions, restrictions, limitations, charges, security interests or other encumbrances of any nature whatsoever (collectively, “Liens”).

3. **Purchase Price.** The purchase price (“Purchase Price”) to be paid on the Closing Date by Buyer for the Purchased Assets shall be a cash payment of Thirty Thousand Dollars (\$30,000), plus or minus any prorations pursuant to Section 7 hereof, to be paid to Seller at Closing in immediately available funds.

4. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer that:

a. Seller is and as of the Closing Date will be a corporation duly organized, validly existing and in good standing under the laws of Nebraska;

b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by the board of directors of Seller. No other or further corporate act on the part of Seller is necessary to authorize this Agreement or the consummation of the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

c. Subject to obtaining the approval of the Commission, the execution, delivery and performance of this Agreement (i) does not require the consent of any third party (other than as disclosed on Schedule C) and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Seller is a party or by which Seller is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Seller or the Stations.

d. Seller is and as of the Closing Date will be in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.

e. The Purchased Assets are and on the Closing Date will be in compliance with all applicable laws.

f. Seller knows of no reason related to its qualifications which would disqualify it from holding the Licenses or assigning the Licenses to Seller. Seller has all the Licenses and consents required for the operation of the Stations. The Licenses are valid and in full force and effect and constitute all of the authorizations issued by the FCC in connection with

the operation of the Stations. None of the Licenses is subject to any restriction or condition that would limit in any respect the operation of the Stations as now conducted, EXCEPT that the Construction Permit will expire on January 13, 2025.

g. Seller has, and on the Closing Date will have, good and marketable title to all the Purchased Assets, free and clear, except as stated at Section 2 above, of all Liens. None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Seller has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Buyer as contemplated hereby. At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Liens of any nature whatsoever except for Permitted Liens.

h. Seller owns and has good title to the personal property described in Schedule B. Except as noted on Schedule B, all items of transmitting equipment and studio equipment included therein are in good operating condition (subject to normal wear and tear), are suitable for their intended use and will permit K237DV to operate in accordance with the terms of the Licenses.

i. The Purchased Assets include all of the assets that are necessary to operate K237DV as it is currently operated.

j. Seller is not aware of any environmental condition that would constitute a material hazard for purposes of Section 10.e hereof, but Seller has not conducted an environmental inspection of the Purchased Assets and does not warrant that such an environmental inspection would not reveal any material hazard.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

a. Buyer is and as of the Closing Date will be a corporation duly organized, validly existing and in good standing under the laws of Nebraska.

b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by Buyer's board of directors. No other or further corporate act on the part of Buyer is necessary to authorize this Agreement or the consummation of the transaction contemplated hereby. This Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

c. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Licenses from Seller.

d. Buyer has the financial resources necessary to consummate the purchase contemplated by this Agreement.

6. Expenses. The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expense.

7. Assumption of Liabilities and Proration of Income and Expenses. As of the Closing Date, Buyer shall be responsible for paying, discharging and performing (i) all obligations and liabilities of Seller arising after the Closing Date under the Licenses and the contracts and other instruments assigned to and assumed by Buyer on the Closing Date, and (ii) all obligations and liabilities arising out of events occurring on or after the Closing Date related to Buyer's ownership of the Purchased Assets or its conduct of the business or operations of the Stations on or after the Closing Date. All other obligations and liabilities of Seller, including any that relate to Seller's ownership or operation of the Stations or the Purchased Assets prior to the Closing Date, shall remain the obligations and liabilities of Seller. All income attributable to the operation of the Stations through 11:59 p.m. on the date prior to the Closing

Date will be income of Seller, and all income thereafter will be income of Buyer. On or within sixty (60) days after the Closing Date, Seller and Buyer shall perform a proration of income and expenses in accordance with the foregoing provisions.

8. Seller's Closing Conditions. All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Seller, and such consent shall have become a final order, no longer subject to review, reconsideration, appeal or remand under applicable laws and rules (a "Final Order").

b. Buyer shall have paid the Purchase Price.

c. Buyer shall have executed and delivered to Seller the Closing Documents.

9. Buyer's Closing Conditions. All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Buyer, and such consent shall have become a Final Order.

b. Seller shall have executed and delivered to Buyer the Closing Documents and conveyed the Purchased Assets to Buyer in accordance with this Agreement.

c. All representations and warranties of Seller made herein shall be true and correct in all material respects as of the Closing Date, and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

d. As of the Closing Date, Seller shall have complied in all material respects with all covenants and conditions of this Agreement and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

e. There shall have been no material adverse change in the condition of the Purchased Assets between the date of this Agreement and the Closing Date.

10. Termination. This Agreement may be terminated as follows, it being agreed that time is of the essence for purposes of all deadlines or timeframes described herein:

a. If conditions to Closing set forth in Section 8 of this Agreement have not been satisfied (or waived by Seller) within two hundred seventy (270) days of the date of this Agreement, Seller, if not in material default of this Agreement, may terminate this Agreement upon written notice to Buyer.

b. If the conditions of Closing set forth in Section 9 of this Agreement have been satisfied (or waived by Buyer) within two hundred seventy (270) days of the date of this Agreement, Buyer, if not in material default of this Agreement, may terminate this Agreement upon written notice to Seller.

c. If prior to the Closing Date, any damage or destruction of any of the Purchased Assets materially impairs the value of the Stations or prevents signal transmission by K237DV for a period of more than thirty (30) days, Seller shall promptly notify Buyer of such damage or destruction and Buyer may terminate this Agreement upon written notice to Seller within ten (10) days of Buyer's receipt of such notice.

d. If either Buyer or Seller shall be in material breach of this Agreement, and such breach is not cured after ten (10) days' written notice, the other party, if not then in material breach and having received written notice thereof, may terminate this Agreement. In the event

of a material breach of this Agreement by Seller, Buyer. If not in material default of this Agreement, shall have the right to obtain specific performance of the terms of this Agreement, it being agreed that the Purchased Assets are unique assets. Such right to obtain specific performance shall be Buyer's sole and exclusive remedy. If any action is brought by Buyer pursuant to this subsection to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. In the event that Seller, while not in material default of this Agreement, terminates this Agreement due to Buyer's default, Seller shall be entitled to receive liquidated damages from Buyer in the amount of Five Thousand Dollars (\$5,000.00). In the event of a dispute hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party.

11. Closing. The Closing, or the Closing Date, as used throughout this Agreement, shall take place in Washington, D.C. in the office of Buyer's counsel, or at such other location and in such other manner as the parties may agree upon, on a date selected by Buyer (with reasonable written notice to Seller) within five to ten (5-10) business days after the condition precedent described in Section 8.a and 9.a hereof is satisfied, subject to satisfaction of the other conditions precedent set forth above.

12. Allocation of Purchase Price. The Purchase Price of the Stations will be allocated as follows:

K237DV	Twenty-nine Thousand Dollars (\$29,000)
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Construction Permit	One Thousand Dollars (\$1,000.).
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13. Control of the Stations. Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Stations. Such operations shall be the sole responsibility of Seller until this Agreement is consummated. Seller will operate K237DV

in the ordinary course of business, consistent with past practices and in accordance with all applicable laws, rules and regulations. Seller also will maintain insurance on the Purchased Assets prior to the Closing Date and maintain the Purchased Assets in accordance with Seller's past practice. Seller shall, upon reasonable request with reasonable advance notice by Buyer, allow Buyer to inspect the Purchased Assets and the books and records of K237DV.

14. Survival. The representations and warranties of Buyer and Seller set forth above shall survive the Closing Date for a period of twenty-four (24) months (the "Survival Period") and no claims may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the Survival Period. In the event such notice is given, the right to indemnification with respect thereto under this provision shall survive the applicable Survival Period until such claim is finally resolved and any obligations with respect thereto are fully satisfied.

15. Entire Agreement. This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements.

16. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Nebraska, except when preempted by federal law. Any disputes arising out of this Agreement shall be resolved in state or federal court in Nebraska.

17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the permitted successors and assigns of the parties hereto. Buyer may not, without the prior written consent of Seller, assign its rights and obligations hereunder to another party.

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18. Cooperation. Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement.

19. Notices. All notices hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered and received by certified or registered mail, return receipt requested, or by expedited courier service, to the following addresses or such other addresses as any party may provide by written notice:

To Seller: The Praise Network, Inc.
128 South 4th Street
O'Neill, NE 68763
Attn: Alex McKenzie

cc: Law Office of Donald E. Martin
P.O. Box 8433
Falls Church, VA 22041
Attn: Donald Martin


To Buyer: Tri-State Broadcasting Association, Inc.
PO Box 709
North Platte, NE 69103
Attn: Gary Hofer

cc: Shainis & Peltzman, Chartered
1850 M Street, N.W., Suite 240
Washington, DC 20036
Attn: Aaron P. Shainis

20. Exclusivity. While this Agreement is in effect, Seller agrees not to engage in any discussions or negotiations concerning any potential sale of the Purchased Assets to any party other than Buyer or its assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE PRAISE NETWORK, INC.

By: 
Alex McKenzie
President

TRI-STATE BROADCASTING ASSOCIATION, INC.

By: _____
Gary Hofer
President

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE PRAISE NETWORK, INC.

By: _____
Alex McKenzie
President

TRI-STATE BROADCASTING ASSOCIATION, INC.

By: Tim Malmkar
~~Gary Hofer~~ Tim Malmkar
President

SCHEDULE A

FCC LICENSES

License for FM Translator Station K237DV, McCook, Nebraska, Facility ID #147652, as authorized in FCC File No. BLFT-20111130DAD, and renewed in FCC File No. 0000131690, expiring June 1, 2029.

Construction Permit for Unbuilt Noncommercial FM Station, McCook, Nebraska, Facility ID #767455, as authorized in FCC File No. 0000166702, expiring January 13, 2025.

SCHEDULE B

TANGIBLE PERSONAL PROPERTY

Crown FM 250 Translator
Kathrein Scala GPFM Antenna
Kathrein Scala 2cl-FMRX-HRM Antenna
Associated Coax

**Other Authorizations – Tri State Broadcasting
(as of 8/18/2022)**

Tri-State Broadcasting Association, Inc. is Licensee of the following facilities:

Call Sign ↕	Facility ID ▲	City ↕	State ↕	Service ↕
KJLT	67751	NORTH PLATTE	NE	Full Power AM
KJLT-FM	67761	NORTH PLATTE	NE	Full Power FM
K210CB	88143	BROKEN BOW	NE	FM Translator
K211DP	91198	ALMA	NE	FM Translator
K218DY	91310	HOLYOKE	CO	FM Translator
K214DK	92321	HOLDREGE	NE	FM Translator
K230AP	152902	HYANNIS	NE	FM Translator
K281AR	152935	CHAPPELL	NE	FM Translator
K239CI	156340	NORTH PLATTE	NE	FM Translator
KJTF	175433	NORTH PLATTE	NE	Full Power FM