

1 A No.

2 Q -- of her own?

3 A No.

4 Q But she owned 40 percent of it at one time?

5 A Yes.

6 Q What did she contribute in return for that 40  
7 percent?

8 A What did she contribute? She contributed, from  
9 my point of view, a knowledge of the radio business.  
10 George E. Newton had done some consulting work to bring  
11 the parties together. I felt that I was only entitled for  
12 what I was doing to put up 40 percent and she wanted to be  
13 a partner.

14 The general partner had no problems with her  
15 being a partner and I -- also, George is supposed to get  
16 paid dollars eventually under some type of agreement for  
17 putting this partnership together and consulting to the  
18 partnership and I believe that he felt secure by his  
19 daughter being involved in these entities that he  
20 ultimately would get paid for the amount of work he put  
21 into this application.

22 Q Did Joyce Morgan and you discuss how it was or

1 why it was that she was contributing her services as  
2 general partner plus some cash and had 20 percent but  
3 Ms. Rothschild was apparently the security for Mr.  
4 Newton's later payment but she had 40 percent?

5 A No. I don't think she had a problem with the  
6 percentages. She is excited about having a radio station  
7 and she is in business right now and an anchor woman right  
8 now on television and she is highly qualified and she  
9 feels that this is a step into an opportunity to owning a  
10 larger part.

11 I have always felt that if my partners make me  
12 money, they can always come back and ask for more, whether  
13 it is in salary compensation or in stock. And when Robin  
14 decided she didn't want to go forward, I felt it was a  
15 great opportunity seeing how enthusiastic and how Joyce  
16 had run the show from the beginning that she should have  
17 50 percent of the station.

18 Q Now, has Joyce ever sent you any written reports  
19 concerning the progress of the application?

20 A She calls me every four weeks and updates me on  
21 the telephone.

22 Q No written document?

**EXHIBIT 2**

EXHIBIT I

LIMITED PARTNERSHIP AGREEMENT  
AND  
CERTIFICATE OF LIMITED PARTNERSHIP  
FOR  
JEM PRODUCTIONS, LIMITED PARTNERSHIP

By this limited partnership agreement (The "Agreement") of  
JEM PRODUCTIONS, Limited Partnership, dated as of November 4,  
1989, Joyce E. Morgan, (The "General Partner") and  
Peter B. Knobel and Robin M. Rothschild (The "Limited  
Partners") Acting pursuant to the Uniform Partnership Act and electing to be  
governed by the provisions thereof, hereby form a limited partnership (The  
"Partnership") on the following terms and conditions:

1. Uniform Partnership Act The parties thereto have agreed to form,  
and by executing this agreement, hereby enter into this limited partnership  
pursuant to and in accordance with the provisions of the Delaware Uniform  
Partnership Act. These provisions shall govern the rights and liabilities of  
the Partners, except as otherwise herein stated.

2. Names The name of the Partnership is Jem Productions,  
Limited Partnership. The names of the individual partners are as follows:

<u>General Partner</u>	<u>Address</u>	<u>Telephone No.</u>
Joyce E. Morgan	2372 Pacific Silver Dr. Jacksonville, Florida 32216	904- 642-6329
<u>Limited Partners</u>		
Peter B. Knobel	645 Fifth Avenue New York, NY 10022	212- 308-7122
Robin M. Rothschild	Steep Hill Rd. Box 183 Wilmington, Vermont	802- 464-0503

Limited Partners

Address

Telephone#

3. Purpose. The Partnership is being formed for the purpose of prosecuting an application before the Federal Communications Commission for a construction permit for an FM broadcast station to operate on channel 289A assigned to Baldwin FL. for constructing and operating an FM station on that channel, and to do any and all other things determined by the General Partner to be necessary, desirable or incidental to the foregoing primary purpose and to engage in such activities incidental or auxiliary thereto as the General Partner in his/her sole discretion may deem advisable.

4. Place of Business. The initial principal office and place of business of the Partnership shall be located at 2372 Pacific Silver DR. The Jacksonville, FL. General Partner may change the address of the principal office by notice in writing to the Limited Partners.

5. Filing of the Agreement. The General Partner shall, upon the execution of this Agreement by the General Partner and the Limited Partners, cause a Certificate of Limited Partnership to be filed in the office of the Clerk, Dover, Delaware and thereafter shall execute, acknowledge and file, as appropriate, a certificate of amendment to, or cancellation of, the Certificate of Limited Partnership, as required from time to time by the Delaware statutes.

6. Term. The Partnership shall commence on the date of recordation of the Certificate of Limited Partnership and shall continue until December 31, 2009. The Partnership may be dissolved and terminated at any time before that date upon the unanimous vote of the General Partner and the Limited Partners.

7. Initial Capital Contributions and Partners' Ownership Interest. Each Partner shall have the percentage of ownership (herein sometimes called "Partner's Ownership Interest") in the Partnership as indicated opposite his/her name:

<u>Name</u>	<u>Partner's Ownership Interest</u>
Joyce E. Morgan	20%
Peter B. Knobel	40%
Robin M. Rothschild	40%

a. The initial capital contribution of the General Partner is as follows:

<u>Name</u>	<u>General Partner's Contribution</u>
Joyce E. Morgan	FCC Filing Fee \$1,800

b. The initial capital contribution of the Limited Partners is as follows:

<u>Name</u>	<u>Address</u>	<u>Limited Partner's Contribution</u>
Peter B. Knobel	645 Fifth Avenue New York, NY	\$ 250,000.00

8. Capital Account An individual Capital Account shall be established for each Partner, which Account shall be credited with the amounts of each Partner's capital contributions to the Partnership from time to time. All profits of the Partnership shall be charged to each Partner's respective Capital Account as provided in paragraph 7. All losses of the Partnership shall be charged to each Partner's respective Capital Account as Provided in paragraph 7.

A Partner shall not be entitled to interest on his capital contribution, or to withdraw any part of his capital account, or to receive any distribution from the Partnership, except as specifically provided herein. Such capital account shall be properly adjusted, by allocating in proportion to the various Partnership Interest, to reflect distributive shares of income, gain, deduction, expense, loss and cash and non-cash distributions made by the Partnership in accordance with generally accepted accounting principles. Any Partner whose Partnership Interest shall be increased by means of the transfer to him of all or part of the Partnership Interest of another Partner shall have a Capital Account which has been appropriately adjusted to reflect such transfer.

9. Limited Partner's Loan

The Limited Partners

agree to loan to the Partnership the costs incurred by the Partnership as set forth in paragraph 7 in pursuit of a construction permit from the Federal Communications Commission for the operation of a station to be located in Baldwin, Florida , including all legal, engineering and other necessary professional fees and other costs up to the date of the actual issuance of such construction permit and the funds needed for the construction and operation of said station, not to exceed \$ 250,000.00. Such funds shall be loaned to the Partnership as needed on request of the General Partner.

10. Distribution of Profits. The net profits derived from the operation of the Partnership property shall be distributed among the Partners in accordance with the allocations set forth in Paragraph 7. Provided, however, no actual distributions of profits or income of the Partnership need be made except in amounts and at times deemed prudent and reasonable by the General Partner. Before making any actual distribution, the General Partner shall set aside from the income of the Partnership adequate reserves to meet reasonably anticipated replacement, repair, and emergency needs of the Partnership's property. The General Partner may make loans to the Partnership at rates generally prevalent for similar loans.

11. Management: General Partner Obligations. Except as expressly stated herein, all decisions of the Partnership shall be made by the General Partner, and the Limited Partner(s) shall not participate in the management of Partnership affairs. In addition to the powers given to the General Partner by law, he is hereby authorized to negotiate and enter into all leases on behalf of the Partnership, to invest funds for temporary periods of interest-bearing accounts, certificates of deposit, money market funds, and governmental securities; to incur obligations for and on behalf of the Partnership in connection with the Partnership business, and to execute all documents necessary to effect the foregoing and to conduct the Partnership business.

Within the authority granted to him under this Agreement, the General Partner shall manage and control the affairs of the Partnership to the best

of his ability and use of his best efforts to carry out the purposes of the Partnership. The General Partner shall devote such of his time to the business of the Partnership as may be reasonably necessary to conduct such business.

12. Compensation of General Partner It is understood that the General Partner shall also be employed at the station to operate on Channel 289 A, Baldwin, Florida, as the full-time General Manager, and shall be compensated at a rate which is commensurate with the salary and benefits generally paid to General Managers at similarly situated stations.

13. Transfers and Restrictions on Transfers of Limited Partnership Interest. The Limited Partner(s) hereby represent and warrant to the General Partner and to the Partnership that their acquisitions of their Limited Partnership interest in the Partnership is made as principal for their account for investment purposes only and not with a view to the resale or distribution of such interest, and hereby agree that they will not sell, assign or otherwise transfer such interest or any portion thereof to any person who does not similarly represent and warrant and agree as provided above, and except upon the following terms and conditions:

a. A Limited Partner, or his personal representative, who intends to sell, assign or otherwise transfer all or any portion of his capital interest in the Partnership or his interest in the Partnership Profits, losses, net gains and distributions, shall first obtain the written consent of the General Partner and his counsel which consent may be withheld at the sole discretion of the General Partner. Such consent will not be given unless the General Partner and his counsel is satisfied that such transfer will not violate any Federal or state securities laws

or regulations; statutes, rules and regulations of the Federal Communications Commission; or have any adverse tax consequences to the remaining Partners in the Partnership. No such sale, transfer, assignment or conveyance shall be made without the prior consent of the Federal Communications Commission, as required by the statutes rules and regulations of that agency.

b. If consent is given to a transfer of a capital interest in the Partnership, thereby effecting a substitution of the Limited Partners, such transfer shall only become effective upon the transferees execution and acknowledgment of such instruments as the General Partner shall deem necessary to effect such substitution and the payment by the transferee of all reasonable expenses, including legal fees incurred by the Partnership in connection with his admission as a Limited Partner, including but not limited to, recordation costs of an amendment to the Certificate of Limited Partnership.

c. Any Limited Partner, or his personal representative, who intends to sell, assign or otherwise transfer all or any portion of his capital interest in the Partnership or his interest in the Partnership profits, losses, net gains and distributions, for cash or other consideration, shall first notify the General Partner, the Partnership, and the Limited Partners thereof in writing of such proposed sale, assignment or other transfer, setting forth the name of the proposed

assignee and the price and other terms of the proposed sale, assignment or other transfer.

Within ten (10) days after receiving such notice, the General Partner may elect by giving written notice to the selling Limited Partners to purchase the interest proposed to be sold, transferred or assigned at the price and on the terms and conditions contained in the notice.

If the General Partner does not elect to purchase said interest within said time period, the Partnership with the consent of the General Partner and Limited Partners owning a majority of the remaining Limited Partnership interests may elect by giving written notice, within ten (10) days after expiration of the General Partner's ten (10) day period, to the selling Limited Partners to purchase said interest at the price and on the terms and conditions contained in the written notice.

If the Partnership does not elect to make said purchase within said time limit, each Limited Partner shall have ten (10) days after the date of expiration of the Partnership's ten (10) day period, within which to elect to purchase such interest. If the Limited Partner(s) elects to purchase such interest, the Limited Partner(s) so electing shall purchase that proportion of the interest so offered as his capital contributions bear to the aggregate capital contributions of the Limited Partners.

If the General Partner, the Partnership or the Limited Partners elect to purchase the interest as aforesaid, the interest shall be sold to

said party at the price and upon the terms and conditions set forth in the written notice. If neither the Limited or General Partner elect to purchase the entire interest so offered, the selling Limited Partner(s) shall have the right to complete the sale, transfer or assignment to the assignee named and at the price and other terms set forth in the written notice, within six (6) months after giving such notice. If the sale is not consummated as aforesaid, the selling Limited Partner(s) shall make a sale, assignment or transfer only in conformity with this Section.

Notwithstanding anything else contained in this subsection (c), a Limited Partner, or his representative, may sell, transfer, or assign his capital interest in the Partnership or interest in Partnership profits, losses, net gains and distributions to anyone in his immediate family, a lineal descendant, or a trust administered primarily for the benefit of any such person(s) without first offering the interest to the General Partner, the Partnership, and the Limited Partners, but subject to all other provisions of this Section.

14. Rights, Duties and Obligations of Limited Partner(s)

No Limited Partner shall participate in the control of the Partnership business or have any power to bind the Partnership in any contract, agreement, compromise or undertaking.

NO Limited partner can act as an employee of the partnership if limited partner functions relate, either directly or indirectly, to the media enterprises of the partnership.

NO Limited partner can serve, in any material capacity, as an independent contractor or agent with respect to the partnership's media enterprises.

Limited partner is restricted from communicating with the general partner on matters pertaining to the day to day operations of the proposed radio station.

Limited partner is barred from performing any services to the partnership materially relating to its media activities, with the exception of making loans to, or acting as surety for, the partnership.

Limited partner is expressly prohibited from becoming actively involved in management or operation of the media business of partnership.

The General Partner shall not take the following actions without the concurrence of a majority of the Limited Partner(s) which shall be upon vote in proportion to their percentage of ownership interest in the Partnership:

- (i) the dissolution and winding up of the Limited Partnership:
- ii) the sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Limited Partnership other than in the ordinary course of its business.
- iii) the incurrence of indebtedness by the Limited Partnership other than in the ordinary course of its business.
- (iv) a change in the nature of the business; or
- (v) the removal of General Partner pursuant to the provisions of paragraph 23 of the Agreement.

Limited Partners shall not be deemed to have taken part in the Control of the Partnership by voting on such matters. No Limited Partner shall be liable for the debts of the Partnership in excess of his contributions to the capital of the Partnership.

15. Termination. This Partnership shall be terminated upon the occurrence of any of the following events:

a. Sixty (60) days after the date of the legal incapacity, death, retirement, or removal of the General Partner, unless a new General Partner has been or is elected to continue the Partnership business by a unanimous vote of the Limited Partner(s) within such period.

b. Sale or other disposition of all or substantially all of the Partnership assets.

c. Dissolution of the Partnership by Judicial decree or operation of law.

16. Dissolution and Liquidation. Upon termination of the Partnership for any reason, the Partnership shall transact no further business and shall then be dissolved and the assets of the Partnership shall be distributed in accordance with the provisions of Section 7 above.

17. Books and Records. At all times during the existence and continuance of this Partnership, the General Partner shall keep or cause to be kept true and accurate books of account at the principal office of the Partnership and each Partner shall at all times have reasonable access thereto. Such books of account shall be maintained in accordance with the income tax accounting methods used by the Partnership and in accordance with the Revised Limited Partnership Act.

The General Partner shall deliver to the Limited Partners, within seventy-five (75) days after the expiration of each fiscal year of the Partnership, a statement showing the profits or losses of the Partnership for federal income tax purposes and allocations thereof to each Partner together with a copy of the federal and state income tax returns of the

The General Partner shall also provide the Limited Partners with an annual report on the activities of the Partnership within 120 days after the close of each fiscal year.

18. Bank Accounts. The General Partner shall, in the name of the Partnership, open and maintain a bank account or accounts in which there shall be deposited Partnership funds and the General Partner shall use such funds solely for the business of the Partnership. Withdrawals from any such Partnership bank account shall be made only upon the signature of the General Partner or such other person or persons as the General Partner may, from time to time, designate. The General Partner shall maintain a monthly statement of receipts and disbursements from all such accounts.

19. Notices The address of each of the Partners for all purposes shall be as set forth in Section 7 above or in any notice of a change of address submitted in writing to the Partnership. Any notices and demands required to be given hereunder shall be sent by registered or certified mail, postage prepaid, return receipt requested, to such address, with copies to each Partner, and a copy to the address of the Partnership. Service of written notice shall be deemed to be effective two (2) days following the date of deposit of the notice in the United States mail.

20. Meetings The General Partner may at any time on at least 15 days written notice, call a meeting of the Partnership, and must call a meeting upon the written request of the Limited Partners representing at least 15% of the Limited Partnership interests. With ten (10) days of receipt of said written request, the General Partner shall cause a notice of said meeting to be mailed to each partner in the manner provided above in this Section 11, setting the meeting for not less than ten (10) nor more than twenty (20) days in the future from the date of service of such

written notice by the General Partner. Unless otherwise specified in the written notice by the General Partner, all meetings of the Partnership shall be held at the principal offices of the Partnership.

21. Indemnification of the General Partner. The General Partner will not be liable to the Partnership, nor to the Limited Partners, for any loss suffered by the Partnership, or the Limited Partners which arises out of his action or inaction if he, in good faith, determines that such course of conduct did not constitute gross negligence or gross misconduct. The General Partner shall be defended, held harmless, and indemnified by the Partnership for any liability or loss suffered by him by reason of conducting business on behalf of the Partnership; provided, however, that any recovery by the General Partner shall be limited to the assets of the Partnership and may not be held against the Limited Partners; provided, further, that the General Partner shall not be indemnified by the Partnership in connection with any liabilities incurred for violation of any federal or state securities law arising out of his sale of any interest in Partnership.

22. Special Power of Attorney. In order to facilitate amendments of this Agreement which require the signature of each Partner and the preparation and signing of other documentation in connection with the Partnership, each Partner by his signature hereby irrevocably constitutes and appoints the General Partner (acting alone) as its true and lawful

attorney to make, execute, sign, acknowledge, verify, deliver, file, record and publish in its name, place and stead all certificates or other instruments which may be required to be filed by the Partnership under the laws of the State of Delaware or of any other state or jurisdiction in which the Partnership shall transact business or in which the General Partner shall deem it advisable to file, including any amendment to this Agreement or the cancellation hereof. This special power of attorney is coupled with an interest, is irrevocable, shall survive the death of the granting Limited Partners of all or any portion of his limited partnership interest, and is limited to those matters herein set forth.

23. Removal of General Partner. The Limited Partners may by majority vote remove the General Partner only for good cause. Good cause shall arise only upon the following acts or proceedings against the General Partner:

- a. conviction of a felony;
- b. assignment for the benefit of creditors;
- c. institution of bankruptcy proceedings;
- d. is adjudicated bankrupt or insolvent;
- e. or is adjudicated incompetent by a court of competent jurisdiction.

24. Miscellaneous.

a. This Agreement may be signed in counterparts and shall have the same force and effect as if all parties executed one document.

b. This Agreement represents the entire understanding between the parties and cannot be amended except in writing in accordance with the terms and provisions of this Agreement.

c. Except as otherwise set forth herein this Agreement shall be binding upon and shall insure to the benefit of the partners, their estates, heirs, personal representatives, successors, and assigns.

d. This Agreement and all amendments thereto shall be governed by the laws of the State of Delaware.

IN WITNESS HEREOF, The parties have executed this Limited Partnership Agreement as of the date first above written.

General Partner:

Joyce E. Morgan 11-4-89  
Joyce E. Morgan

Limited Partner(s):

Robin Marlene Rothschild  
Robin Marlene Rothschild

Peter B - Knobel  
[Signature]

EXHIBIT 3

EXCERAT

EXHIBIT II

AGREEMENT OF LIMITED PARTNERSHIP

OF

JEM PRODUCTIONS, L.P.

THIS AGREEMENT dated as of the 2nd day of May, 1991 by and among Joyce E. Morgan (the "General Partner"), and Beylen Communications, Inc., a Delaware corporation (the "Limited Partners"). The General Partner and the Limited Partner are hereinafter collectively referred to as the "Partner."

W I T N E S S E T H:

WHEREAS, the parties hereto wish to form a limited partnership (the "Partnership") pursuant to the Delaware Revised Uniform Limited Partnership Act for the purposes and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I  
FORMATION, PARTNERS

Section 1.1. Formation of Partnership and Name. By the terms hereof, the Partners join together to form the Partnership under the provisions of the Delaware Revised Uniform Limited Partnership Act (6 Del. C. §17-101, et seq.) (the "Act"). Upon the execution of this Agreement by the parties hereto, the General Partner shall cause a Certificate of Limited Partnership to be recorded in the appropriate recording offices and in such other public offices as may be required or advisable. Thereafter, the General Partner shall do, and continue to do, all other things as may be required or advisable to maintain the Partnership as a limited partnership and to protect the limited liability of the Limited Partners in any jurisdiction in which the Partnership shall transact business. The Partnership shall conduct its business under the name of JEM Productions, L.P.

Section 1.2. Principal Place of Business. The principal place of business of the Partnership will be at 2372 Pacific Silver Drive, Jacksonville, Florida. The General Partner may from time to time change the location of the Partnership office. The Partnership may maintain such other offices at such other places as the General Partner deems advisable.

hereof and shall execute and file an amendment to the Certificate of Limited Partnership to the extent required under the Act.

Section 8.3. Termination of General Partner. Upon the first to occur of the following events (each a "Terminating Event"):

(i) the occurrence of an Event of Default under any loan agreement, guaranty or other similar instrument or document to which the Partnership is a party;

(ii) the occurrence of a notice of demand under any guaranty, suretyship, or other similar arrangement pursuant to which any indebtedness of the Partnership is guaranteed or assured by the holder or beneficiary thereof;

(iii) the Partnership suffers two consecutive fiscal quarters of operating losses, as shown on the financial statements referred to in Section 6.2(b)(i) or (ii);

(iv) the General Partner fails to provide the documents required to be furnished pursuant to Section 6.2 as and when required; or

(v) the General Partner breaches any of its obligations or duties pursuant to this Agreement and fails to cure any such breach within 15 days after notice thereof;

then, in any such event, the General Partner shall, upon the vote by Limited Partners holding a majority-in-interest of the Interests in the Partnership, be removed as a General Partner (without any further action by the Limited Partners). Prior to the effectiveness of the removal of the General Partner, the Limited Partners shall ratably allocate a portion of their Partnership Interests to a replacement General Partner. Upon the qualification of a replacement General Partner to be General Partner (as provided in Sections 7.1(iii), (iv) and (v) with respect to successor General Partners) the General Partner's interest shall be converted to a limited partnership interest and the General Partner shall become a Limited Partner, and the replacement General Partner shall become the General Partner of the Partnership.

#### ARTICLE IX DISSOLUTION OF THE PARTNERSHIP

Section 9.1. Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon any of the following events:

EXHIBIT 4

## AGREEMENT

Salvador A. Serrano, Broadcast Consultant of 7205 Enterprise Avenue, McLean, Virginia 22101 and Joyce E. Morgan of 2317 Pacific Silver Drive, Jacksonville, FL. HEREBY ENTER into the AGREEMENT specified herein dated as of Nov. 4, 1989 on the following terms and conditions:

## I. Purpose of Agreement :

Joyce E. Morgan HEREBY AGREES TO HIRE Salvador A. Serrano, Broadcast Consultant for the purpose of preparing, submitting and prosecuting an application before the Federal Communications Commission for a construction permit for a new FM Broadcast station to operate on channel 28.9A assigned to Baldwin, Florida and to do all things determined by Joyce E. Morgan to be necessary, desirable or incidental to the purpose.

## II. Compensation:

Joyce E. Morgan HEREBY AGREES TO PAY Salvador A. Serrano a retainer fee in the amount of ONE THOUSAND DOLLARS ( \$ 1000.00) for compensation for the application preparation and broadcast consulting services to be rendered by Salvador A. Serrano as set forth in paragraph I. above. Joyce E. Morgan agrees to negotiate with Salvador A. Serrano additional, reasonable compensation for services rendered on a quarterly basis until the Radio Station is built.

In witness hereof the parties have executed this agreement as of the date above first written.

Joyce E. Morgan 11-4-89

Joyce E. Morgan, General Partner, JEM Productions, L.P.

MSerrano 11/4/89

Salvador A. Serrano, Broadcast Consultant

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**EXHIBIT 5**

FEDERAL COMMUNICATIONS COMMISSION  
**FEE PROCESSING FORM**

FOR  
FCC  
USE  
ONLY

Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

**SECTION I**

APPLICANT NAME (Last, first, middle initial)  
**JEM PRODUCTION, LIMITED PARTNERSHIP**

MAILING ADDRESS (Line 1) (Maximum 85 characters - refer to Instruction (2) on reverse of form)  
**C/O SALVADOR A. SERRANO**

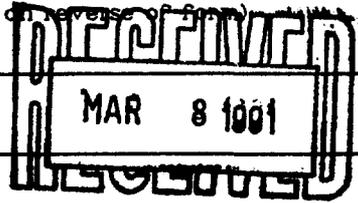
MAILING ADDRESS (Line 2) (if required) (Maximum 85 characters)  
**P.O. BOX 7371**

CITY  
**McLEAN**

STATE OR COUNTRY (if foreign address)  
**VIRGINIA**

ZIP CODE  
**22106**

CALL SIGN OR OTHER FCC IDENTIFIER (if applicable)  
**BPH-891214ND**



Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

(A)	(B)	(C)	FOR FCC USE ONLY
FEE TYPE CODE	FEE MULTIPLE (if required)	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	
(1) M W R		\$ 6,760.00	

**SECTION II** — To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)	(B)	(C)	FOR FCC USE ONLY
FEE TYPE CODE	FEE MULTIPLE (if required)	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	
(2) [ ] [ ] [ ]	[ ] [ ] [ ] [ ]	\$ [ ]	
(3) [ ] [ ] [ ]	[ ] [ ] [ ] [ ]	\$ [ ]	
(4) [ ] [ ] [ ]	[ ] [ ] [ ] [ ]	\$ [ ]	
(5) [ ] [ ] [ ]	[ ] [ ] [ ] [ ]	\$ [ ]	

ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE. →

TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING  
\$ 6,760.00

FOR FCC USE ONLY