

WHITE BROADCASTING PARTNERSHIP

EXHIBIT D



The Citizens Bank of Macclenny Florida

NOTICE TO CUSTOMER
AN INDEMNITY BOND MUST
BE PURCHASED IF THIS
CHECK IS LOST OR STOLEN.

63-395
631

MACCLENLY, FLORIDA 12-11 1989

No. 01 202586

= Federal Communications Commission \$ 1800.00

CITIZENS BANK T 2 00 and 00/100 DOLLARS

Charley and Dianna White
REMITTER

AUTHORIZED SIGNATURE

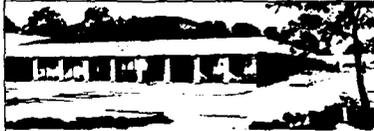
MY CHECK

⑆063103957⑆18508000015⑆

SERVING BAKER COUNTY - FLORIDA'S LEADING PRODUCER OF TIMBER AND TURPENTINE

WHITE BROADCASTING PARTNERSHIP

EXHIBIT E



The Citizens Bank of Macclenny Florida

NOTICE TO CUSTOMER
AN INDEMNITY BOND MUST
BE PURCHASED IF THIS
CHECK IS LOST OR STOLEN.

61205
631

MACCLENNY, FLORIDA Feb. 12, 19 91

No. 01 212506

PAY
TO THE
ORDER OF Federal Communications Commission \$ 6,760.00



DOLLARS

White Broadcasting Partnership
REMITTER

CASHIER'S CHECK

[Signature]
NOT NEGOTIABLE
AUTHORIZED SIGNATURE

SERVING BAKER COUNTY - FLORIDA'S LEADING PRODUCER OF TIMBER AND TURPENTINE

WHITE BROADCASTING PARTNERSHIP

EXHIBIT F



The Florida Times-Union

ONE RIVERSIDE AVENUE / POST OFFICE BOX 1949 / JACKSONVILLE, FLORIDA 32231
TELEPHONE (904) 359-4324

Page 2

ADVERTISING INVOICE / STATEMENT

2 BILLED TO ▼

CHARLIE & DIANA WHITE
707 NEWPORT ST

MACCLENNY, FL

32063

4 BILLING DATE	5 BILLING PERIOD
12/31/89	MONTHLY
6 TERMS OF PAYMENT	
ALL BILLS DUE UPON RECEIPT	
7 ACCOUNT NO.	PAGE
0575340	1

5307

3 TRANSACTION DATE	4 P E R	5 P.O. NUMBER	11 REFERENCE NO.	12 TYPE	13 DESCRIPTION SAU / DIMENSIONS	14 CLASS	15 16 TIMES	17 BILLED UNITS LINES INCHES	18 RATE	19 GROSS AMOUNT
12/22	M		032788	DA	PUBLIC NOTICE			1.75 I	31.680	55.44
12/23	T		032788	DA	PUBLIC NOTICE			1.75 I	33.350	58.36
12/26	M		032788	DA	PUBLIC NOTICE			1.75 I	31.680	55.44
12/27	M		032788	DA	PUBLIC NOTICE			1.75 I	31.680	55.44

PREVIOUS BALANCE	CREDIT ADJUSTMENTS	DEBIT ADJUSTMENT	CHARGES	PAYMENTS	25 BALANCE DUE
.00			224.68		224.68

4	AGING			23	DISCOUNT AVAILABLE	DISCOUNT AVAILABLE IF PAID BY THE 20TH
2	CURRENT	30 DAYS	60 DAYS	90 DAYS & OVER		
	224.68					
	NATIONAL	CLASSIFIED	CLASSIFIED DISPLAY	RETAIL	ZONE	MISC. CHARGES
				224.68		

9 CONTRACT PERFORMANCE	* REFER TO REVERSE SIDE OF THIS STATEMENT FOR AN EXPLANATION.
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1/17/90 ck # 3189

EXHIBIT 2

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 27th day of October, 1991, by and between Peaches Broadcasting, Ltd. ("Peaches") and Douglas Johnson ("Johnson").

W I T N E S S E T H:

WHEREAS, Peaches and Johnson have pending before the Federal Communications Commission ("FCC") mutually exclusive applications for a construction permit to construct and operate a new FM radio station on Channel 289A in Baldwin, Florida; and

WHEREAS Peaches and Johnson believe that it would serve the public interest to avoid the need for additional costly and protracted litigation, to conserve the resources of the FCC, and expedite the inauguration of the first FM radio service to be licensed to Baldwin, Florida; and

WHEREAS, prior FCC approval is required to give effect to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties, intending to be legally bound, do hereby agree and contract as follows.

1. Dismissal of Application. Johnson shall request the dismissal with prejudice of its application (File No. BPH-891214MZ) for a construction permit for Channel 289A, Baldwin, Florida, and pursuant to a grant of that request, shall dismiss its application.

2. Consideration. In exchange for the dismissal of Johnson's application, and subject to the terms and conditions specified herein, Peaches shall pay to the Smithwick & Belendiuk Escrow Account, for the benefit of Douglas Johnson, the sum of Twenty-Two Thousand Dollars (\$22,000.00).

3. Payment. Payment of the Twenty-Two Thousand Dollars (\$22,000.00) from Peaches as described in paragraph 2 above shall be made within five days following the date on which an Order or Orders granting Peaches' application, approving this Settlement Agreement, and approving settlement agreements between Peaches and Charley Cecil and Dianna White d/b/a White Broadcasting Partnership, JEM Productions, Limited Partnership, and Northeast Florida Broadcasting Corp. respectively, shall become a Final Order or Final Orders. Peaches and Johnson agree that an Order becomes a Final Order forty days following its release date, absent the filing of a request for reconsideration or review, and absent reconsideration or review on the FCC's own motion. To secure payment to Johnson under this Agreement, Peaches shall cause to be deposited the sum of Twenty-Two Thousand Dollars (\$22,000.00) ("Escrow Funds") into the David Honig, Esq. and James Winston, Esq., Baldwin, Florida Escrow Account ("Escrow Account"). The escrow agents shall be David E. Honig and James L. Winston ("Escrow Agents"). The Escrow Agents shall notify Arthur V. Belendiuk, Esq. ("Belendiuk") counsel for Johnson, by telephone that the Escrow Funds have been placed in the Escrow Account no later than Noon Eastern Time on November 1, 1991, and shall thereupon provide Belendiuk with a facsimile copy of the deposit slip reflecting the placement of the Escrow Funds in the Escrow Account. In the event that the Escrow Funds are not timely deposited, Johnson, after giving written notice to Peaches, may terminate this Agreement. Any interest accruing on the Escrow Funds shall be payable and distributed to Peaches at such times as Peaches may request the same of the Escrow Agents in writing. Within five days following the date on which an Order or Orders granting Peaches' application, approving this Settlement Agreement, and

approving settlement agreements between Peaches and Charley Cecil and Dianna White d/b/a White Broadcasting Partnership, JEM Productions, Limited Partnership, and Northeast Florida Broadcasting Corp. respectively, shall become a Final Order or Final Orders, the Escrow Agents shall cause the Escrow Funds to be released and delivered to the Smithwick & Belendiuk Escrow Account, for the benefit of Douglas Johnson. In the event of a dispute between Peaches and Johnson, the Escrow Agents shall seek resolution through arbitration pursuant to the Rules of the American Arbitration Association; provided, however, that should Peaches and Johnson provide joint written Notice to the Escrow Agents requesting that the Escrow Funds continue to be held by the Escrow Agents pending resolution of their dispute, the Escrow Agents shall continue to hold the Escrow Funds in insured interest bearing securities or accounts until joint written Notice is provided to the Escrow Agents by Peaches and Johnson directing a disposition of the proceeds. Should no such further joint written Notice be forthcoming within a reasonable time, the Escrow Agents shall then seek resolution through arbitration pursuant to the rules of the American Arbitration Association.

4. FCC Approval. The provisions of this Agreement are subject to the approval of the FCC. The parties agree to file with the FCC a joint request for approval of this Agreement and other supporting documents, in proper form, required by Section 73.3525 of the FCC's rules or other rules or policies which may be applicable. Said request shall be filed no later than November 1, 1991. Should any supporting documentation not be ready for filing at that time, such documentation shall promptly be filed by the party or parties involved as a supplement to the joint request.

The parties also agree to promptly take such other and further actions as may reasonably be required to carry out the purpose, terms and conditions of this Agreement. The parties agree that should the FCC issue an order disapproving this Agreement, the parties shall in good faith make individual and joint efforts to resolve all objections in order to resubmit this Agreement for approval within thirty (30) days of the issuance of said order. In addition to the other covenants set forth in this Agreement, Peaches and Johnson each hereby agree that they shall take no action, either individually or in conjunction with any other party, of any kind that is inconsistent with or that in any way hinders, obstructs or delays the approval of this Agreement.

5. Conditions Precedent. This Agreement and the rights and obligations of both parties hereunder are subject to and contingent upon the issuance by the FCC of an Order or Orders granting Peaches' application, approving this Settlement Agreement, and approving settlement agreements between Peaches and Charley Cecil and Dianna White d/b/a White Broadcasting Partnership, JEM Productions, Limited Partnership, and Northeast Florida Broadcasting Corp. respectively, which Order or Orders shall have become a Final Order or Final Orders (as described in ¶3 herein) by May 1, 1992. Should this condition not be fulfilled, and should the parties not agree in a signed writing to extend that date, this Agreement shall terminate and the parties shall return to the status quo ante.

6. Declarations. Appended to this Settlement Agreement as Exhibits 1 and 2 respectively are the declarations under penalty of perjury of principals of Peaches and Johnson in compliance with 47 CFR §73.3525 of the FCC's Rules relating to consideration in exchange for dismissal of an application.

7. Indemnity. Peaches and Johnson each individually agree to indemnify and hold the Escrow Agents harmless against any loss, claim, damage, liability, or expense incurred in connection with any action, suit, proceeding, claim or alleged liability arising from the performance of their duties as Escrow Agents, provided, however, that the Escrow Agents shall not be indemnified or held harmless for their gross negligence or willful misconduct.

8. Duties of Escrow Agents. The duties and responsibilities of the Escrow Agents shall be limited to those expressly set forth in paragraph 3 herein.

9. Notices. All notices, requests, statements or other communications to be given hereunder to any party shall be in writing and shall be deemed to have been duly given if hand delivered or sent by registered mail, return receipt requested, to the parties as follows:

a. If to Peaches, to:

Fred and Anna Matthews
9130 11th Avenue
Jacksonville, Florida 32208

with a copy to:

David E. Honig, Esq.
1800 N.W. 187th Street
Miami, Florida 33056

b. If to Johnson, to:

Douglas Johnson
3101 Interlaken Road
West Bloomfield, Michigan 48323

with a copy to

Arthur V. Belendiuk, Esq.
Smithwick & Belendiuk
2033 M Street N.W., Suite 207
Washington, D.C. 20036

c. If to the Escrow Agents, to:

David E. Honig, Esq.
1800 N.W. 187th Street
Miami, Florida 33056

and

James L. Winston, Esq.
Rubin, Winston, Diercks, Harris and Cooke
1730 M Street N.W.
Washington, D.C. 20036.

10. Integration. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may not be changed, amended, extended, terminated, waived or discharged except by an instrument in writing signed by the parties hereto.

11. Expenses. Each party shall bear its own expenses for the preparation of this Agreement and for the performance of its obligations hereunder.

12. Headings. The headings of the provisions of this Agreement have been included for convenience only and no such heading shall in any way alter the meaning of any such provision.

13. Severability. The provisions of this Agreement are severable, and if any provision or portion thereof is declared invalid or unenforceable, all remaining provisions shall remain unaffected and shall be legally binding and enforceable.

14. Binding Effect. Each party represents that it has full legal authority to enter into, to execute, and to perform its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns.

15. Governing Law. This Agreement shall be construed under the laws of Florida, subject, however, to all applicable rules and regulations of the FCC.

16. Counterparts and Facsimile Copies. This Agreement may be executed by the parties in counterparts with the same force and effect as if the signatures to all counterpart pages were made upon the same copy of this Agreement. Facsimile signatures of this Agreement shall be legally binding.

IN WITNESS WHEREOF, the parties have duly executed this Settlement Agreement on the date first written above.

PEACHES BROADCASTING, LTD.


By: Frederick Matthews
President
Peaches Productions
Group, Inc.,
General Partner

Douglas Johnson

16. Counterparts and Facsimile Copies. This Agreement may be executed by the parties in counterparts with the same force and effect as if the signatures to all counterpart pages were made upon the same copy of this Agreement. Facsimile signatures of this Agreement shall be legally binding.

IN WITNESS WHEREOF, the parties have duly executed this Settlement Agreement on the date first written above.

PEACHES BROADCASTING, LTD.

By: Frederick Matthews
President
Peaches Productions
Group, Inc.,
General Partner


Douglas Johnson

DECLARATION OF CONSIDERATION

I, Frederick Matthews, President of Peaches Productions Group, Inc., the General Partner of Peaches Broadcasting, Ltd. ("Peaches") hereby certify that neither I nor anyone else representing Peaches has paid or promised to pay money or other thing of value in connection with the proposed dismissal of the application of Douglas Johnson ("Johnson") (File No. BPH-891214MZ) or the grant of Peaches' application (File No. BPH-891214MN), with the exception of the proposed reimbursement of \$22,000 of Johnson's legitimate and prudent legal fees and expenses as set out in a declaration separately submitted by Douglas Johnson.

There are no oral agreements between Johnson and Peaches.

Peaches considers the foregoing Settlement Agreement to be in the public interest because the settlement proposed therein will avoid the need for additional costly and protracted litigation, will conserve the resources of the FCC, and will expedite the inauguration of the first FM radio service to be licensed to Baldwin, Florida.

Peaches did not file its application for a construction permit for Channel 289A in Baldwin, Florida for the purpose of reaching or carrying out this Settlement Agreement or any other settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statement is true and correct.


Frederick Matthews 27 Oct 91

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

In re Application of)
)
DOUGLAS JOHNSON) File No. BPH-891214MZ
)
For Construction Permit)
for a New FM Station on)
Channel 289A)
Baldwin, Florida)

TO: The Honorable Edward J. Luton
Administrative Law Judge

DECLARATION OF NO CONSIDERATION

I, Douglas Johnson, under penalty of perjury, declare as follows:

I have not paid nor promised to pay, directly or indirectly, any consideration in connection with the dismissal my application (File No. BPH-891214MZ) for a new FM radio station at Baldwin, Florida, with the exception of the proposed reimbursement of \$22,000.00 to me for legitimate and prudent legal fees and expenses.

I did not file an application for a construction permit for Channel 289A in Baldwin, Florida for the purpose of reaching or carrying out this Settlement Agreement or any other settlement.

I consider the dismissal of my application and the grant of the application of Peaches Broadcasting, Ltd. to be in the public interest.

Executed this 28th day of October, 1991.



Douglas Johnson

STATEMENT OF EXPENSES

The following expenses were incurred in the filing and prosecution of Douglas Johnson's application for a construction permit for Baldwin, Florida.

A. Consulting and engineering services incurred in the amount of	\$ 2,935.63
B. Application filing fee in the amount of	\$ 1,800.00
C. Hearing fee in the amount of	\$ 6,760.00
D. Legal representation services incurred in the amount of	\$11,926.90
In summary, this applicant had a total of as of October 1, 1991.	\$23,422.53

These expenses exceed the amount to be received by Douglas Johnson pursuant to the Settlement Agreement.

BALDWIN/PN/STATEMENT.EXP

EXHIBIT 3

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 27th day of October, 1991, by and between Peaches Broadcasting, Ltd. ("Peaches") and JEM Productions, Limited Partnership ("JEM").

W I T N E S S E T H:

WHEREAS, Peaches and JEM have pending before the Federal Communications Commission ("FCC") mutually exclusive applications for a construction permit to construct and operate a new FM radio station on Channel 289A in Baldwin, Florida; and

WHEREAS Peaches and JEM believe that it would serve the public interest to avoid the need for additional costly and protracted litigation, to conserve the resources of the FCC, and expedite the inauguration of the first FM radio service to be licensed to Baldwin, Florida; and

WHEREAS, prior FCC approval is required to give effect to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties, intending to be legally bound, do hereby agree and contract as follows.

1. Dismissal of Application. JEM shall request the dismissal with prejudice of its application (File No. BPH-891214ND) for a construction permit for Channel 289A, Baldwin, Florida, and pursuant to a grant of that request, shall dismiss its application.

2. Consideration. In exchange for the dismissal of JEM's application, and subject to the terms and conditions specified herein, Peaches shall pay to the Avelino G. Halagao, Esq., Escrow Account, for the benefit of JEM, the sum of Twenty-Five Thousand Dollars (\$25,000.00).

3. Payment. Payment of the Twenty-Five Thousand Dollars (\$25,000.00) from Peaches as described in paragraph 2 above shall be made within five days following the date on which an Order or Orders granting Peaches' application, approving this Settlement Agreement, and approving settlement agreements between Peaches and Charley Cecil and Dianna White d/b/a White Broadcasting Partnership, Douglas Johnson, and Northeast Florida Broadcasting Corp. respectively, shall become a Final Order or Final Orders. Peaches and JEM agree that an Order becomes a Final Order forty days following its release date, absent the filing of a request for reconsideration or review, and absent reconsideration or review on the FCC's own motion. To secure payment to JEM under this Agreement, Peaches shall cause to be deposited the sum of Twenty-Five Thousand Dollars (\$25,000.00) ("Escrow Funds") into the David Honig, Esq. and James Winston, Esq., Baldwin, Florida Escrow Account ("Escrow Account"). The escrow agents shall be David E. Honig and James L. Winston ("Escrow Agents"). The Escrow Agents shall notify Avelino G. Halagao, Esq. ("Halagao") counsel for JEM, by telephone that the Escrow Funds have been placed in the Escrow Account no later than Noon Eastern Time on November 1, 1991, and shall thereupon provide Halagao with a facsimile copy of the deposit slip reflecting the placement of the Escrow Funds in the Escrow Account. In the event that the Escrow Funds are not timely deposited, JEM, after giving written notice to Peaches, may terminate this Agreement. Any interest accruing on the Escrow Funds shall be payable and distributed to Peaches at such times as Peaches may request the same of the Escrow Agents in writing. Within five days following the date on which an Order or Orders granting Peaches' application, approving this Settlement Agreement, and approving settlement agreements between Peaches and

Charley Cecil and Dianna White d/b/a White Broadcasting Partnership, Douglas Johnson, and Northeast Florida Broadcasting Corp. respectively, shall become a Final Order or Final Orders, the Escrow Agents shall cause the Escrow Funds to be released and delivered to the Avelino G. Halagao, Esq., Escrow Account, for the benefit of JEM. In the event that the conditions for payment specified in paragraph 5 of this Agreement are not met, the Escrow Agents shall, at Peaches' option, cause the Escrow Funds to be released and delivered to Peaches. Likewise, in the event that the FCC issues an order disapproving this Agreement and the parties do not submit within thirty (30) days thereof a revised Settlement Agreement to the FCC for approval in accordance with the provisions of paragraph 4, infra, of this Agreement, the Escrow Agents shall cause the Escrow Funds to be released and delivered to Peaches.

4. FCC Approval. The provisions of this Agreement are subject to the approval of the FCC. The parties agree to file with the FCC a joint request for approval of this Agreement and other supporting documents, in proper form, required by Section 73.3525 of the FCC's rules or other rules or policies which may be applicable. Said request shall be filed no later than November 1, 1991. Should any supporting documentation not be ready for filing at that time, such documentation shall promptly be filed by the party or parties involved as a supplement to the joint request. The parties also agree to promptly take such other and further actions as may reasonably be required to carry out the purpose, terms and conditions of this Agreement. The parties agree that should the FCC issue an order disapproving this Agreement, the parties shall in good faith make individual and joint efforts to

resolve all objections in order to resubmit this Agreement for approval within thirty (30) days of the issuance of said order. In addition to the other covenants set forth in this Agreement, Peaches and JEM each hereby agree that they shall take no action, either individually or in conjunction with any other party, of any kind that is inconsistent with or that in any way hinders, obstructs or delays the approval of this Agreement.

5. Conditions Precedent. This Agreement and the rights and obligations of both parties hereunder are subject to and contingent upon the issuance by the FCC of an Order or Orders granting Peaches' application, approving this Settlement Agreement, and approving settlement agreements between Peaches and Charley Cecil and Dianna White d/b/a White Broadcasting Partnership, Douglas Johnson, and Northeast Florida Broadcasting Corp. respectively, which Order or Orders shall have become a Final Order or Final Orders (as described in ¶3 herein) by May 1, 1992. Should this condition not be fulfilled, and should the parties not agree in a signed writing to extend that date, this Agreement shall terminate and the parties shall return to the status quo ante.

6. Declarations. Appended to this Settlement Agreement as Exhibits 1 and 2 respectively are the declarations under penalty of perjury of principals of Peaches and JEM in compliance with 47 CFR §73.3525 of the FCC's Rules relating to consideration in exchange for dismissal of an application.

7. Indemnity. Peaches and JEM each individually agree to indemnify and hold the Escrow Agents harmless against any loss, claim, damage, liability, or expense incurred in connection with any action, suit, proceeding, claim or alleged liability arising

from the performance of their duties as Escrow Agents, provided, however, that the Escrow Agents shall not be indemnified or held harmless for their gross negligence or willful misconduct.

8. Duties of Escrow Agents. The duties and responsibilities of the Escrow Agents shall be limited to those expressly set forth in paragraph 3 herein.

9. Notices. All notices, requests, statements or other communications to be given hereunder to any party shall be in writing and shall be deemed to have been duly given if hand delivered or sent by registered mail, return receipt requested, to the parties as follows:

a. If to Peaches, to:

Fred and Anna Matthews
9130 11th Avenue
Jacksonville, Florida 32208

with a copy to:

David E. Honig, Esq.
1800 N.W. 187th Street
Miami, Florida 33056

b. If to JEM, to:

Joyce Morgan
1420 Vanderbilt West #1303
Ft. Worth, Texas 76120

with a copy to

Avelino G. Halagao, Esq.
7799 Leesburg Pike #900
Falls Church, Virginia 22043

c. If to the Escrow Agents, to:

David E. Honig, Esq.
1800 N.W. 187th Street
Miami, Florida 33056

and

James L. Winston, Esq.
Rubin, Winston, Diercks, Harris and Cooke
1730 M Street N.W.
Washington, D.C. 20036.