

of "Power Outage" caused by the weather, shut down the radio transmitting equipment thereby preventing Plaintiff from broadcasting. Defendant requested that Plaintiff vacate the premises. Subsequently, Defendant changed the locks and otherwise refused to let Plaintiff continue operation of RADIO TRIUNFO.

13. As a result of Defendant's actions, Plaintiff has been irreparably damaged.

14. The financial stability of RADIO TRIUNFO depended on the numerous advertising contracts which Plaintiff and/or his staff negotiated. The contracts are continuing in nature and call for periodic announcements, as well as payments.

15. Defendant's actions in locking out Plaintiff has caused Plaintiff economic harm and has exposed Plaintiff to numerous claims and demands by third parties that had contracted with Plaintiff for periodic advertising.

16. Defendant's actions further damaged Plaintiff's standing in the community by, among other reasons, abruptly ending Radio Triunfo's programming without any notice to the general listening public and contrary to the parties' agreement.

WHEREFORE, Plaintiff demands judgment against Defendant for damages and costs. Plaintiff demands trial by Jury and such other and further relief the court deems just and proper.

COUNT II

Temporary and Permanent Injunction

Plaintiff realleges each and every allegation contained in paragraphs 1 through 16 as if fully set forth herein.

17. This is an action for a temporary and permanent injunction

against the Defendant, pursuant to Florida Law and Rule 1.610, Fla. R. of Civ. P. (1990). Due to Defendant's unilateral and abrupt actions in terminating Plaintiff's radio programming without any prior notice to Plaintiff, Plaintiff has been irreparably harmed and such harm could not be adequately assessed. Unless Defendant's conduct is enjoined, and restrained by order of this court, Defendant's actions will continue to cost immediate and irreparable injury to Plaintiff, innocent third parties who depended on the advertising, and the general listening public.

18. As a result of Defendant's conduct, Plaintiff has been denied possession of the radio station premises, as well as his right to conduct his lawful business without any interference by Defendant.

19. There is a real and immediate danger that unless enjoined, Defendant's actions will permanently damage Plaintiff's ability to conduct business in this area in that Plaintiff's credibility regarding his ability to effectively advertise his sponsors products will be damaged.

20. Plaintiff has no adequate remedy at law for the injuries and damage currently being suffered as a result of Defendant's unlawful eviction and interruption of Plaintiff's business.

21. The injury sought to be avoided, to wit: lose of radio station, advertising revenues, and the listening public, will occur if a temporary injunction is not granted during the pendency of this action.

22. The threatened injury to Plaintiff far outweighs the harm to Defendant, if any, that the issuance of a temporary injunction

may cause.

23. The only means to prevent the threatened injuries to Plaintiff and to preserve the status quo until the issues herein can be resolve, is to enjoin Defendant from locking out Plaintiff from the Radio Station.

24. Plaintiff's damages and injuries resulting from Defendant's unlawful acts are and shall in the future be immediate, continuing and irreparable, resulting in Plaintiff loss of good will, loss of the radio business, loss of numerous advertising contracts, and more importantly, loss of listeners. It would cause Plaintiff's economic demise and permanently damage his ability to conduct any other type of radio program. Indeed, Defendant has even ceased control of Plaintiff's equipment.

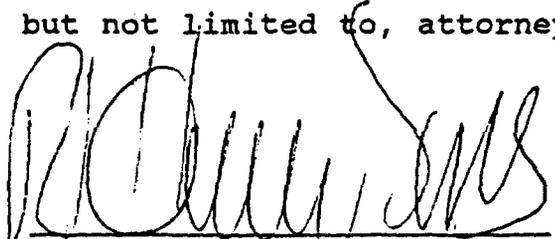
25. Plaintiff has a clear legal right to the relief it is requesting herein, pursuant to the parties' oral and written agreement and Florida law.

26. Based on the agreements and the facts, there is a substantial likelihood that the Plaintiff will prevail on the merits.

27. Granting a temporary injunction will not violate public policy, nor will it cause Defendant any type of harm.

WHEREFORE, Plaintiff demands that during the pendency of this action, a temporary injunction issue enjoining and restraining Defendant from terminating the transmission of WTRU. Said injunction shall also enjoin and restrain Defendant from interfering with Plaintiff's programming on Radio Triunfo. Plaintiff further requests the court grant such other relief it

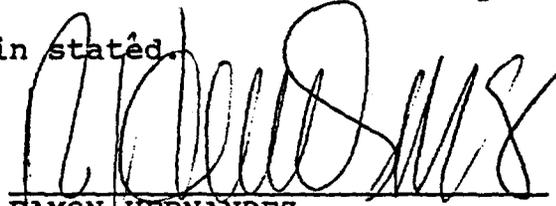
deems just and proper, including, but not limited to, attorney's fees, court costs and suit money.


RAMON HERNANDEZ

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared RAMON HERNANDEZ, who, being by me, an officer duly authorized to administer oaths and take acknowledgments in the State of Florida at Large, being duly cautioned and warned under sworn oath, acknowledged to me that he read the above and knows the contents thereof, and that he has executed same freely and voluntarily for the purposes therein stated.

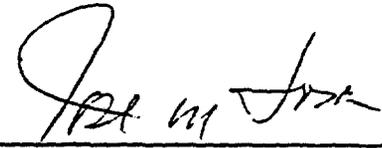

RAMON HERNANDEZ

SWORN TO AND SUBSCRIBED before me this 25th day of June, 1991.


Notary Public.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 5, 1994
BONDED THRU GENERAL INS. UND.


Jose M. Sosa, Esq.
1601 Belvedere Road
Suite 209 South
West Palm Beach, FL 33406
(407) 686-7500
Bar No.: 265136

MANAGEMENT CONTRACT

This agreement is made between Robert B. Taylor, dba WTRU Radio Station, 99.5FM, Jupiter, Florida, and Dr. Ramon Hernandez.

Dr. Hernandez agrees to provide management services in the operation of WTRU on the following terms and conditions:

- 1) In the management of WTRU, Dr. Hernandez agrees to follow the rules and regulations of the Federal Communications Commission. (FCC).
- 2) Dr. Hernandez agrees to maintain station program logs and transmitter logs as required by the FCC for WTRU.
- 3) Dr. Hernandez agrees to hire, train and manage personnel as he deems necessary to operate WTRU, and accepts full responsibility for payment of a) wages and/or talent fees to air talent personnel engaged by Dr. Hernandez, and b) wages and/or commissions paid to sales personnel engaged by Dr. Hernandez.
- 4) WTRU Radio Station equipment, furniture and fixtures must not be damaged or removed from the premises while under the management of Dr. Hernandez. Dr. Hernandez agrees to pay for any damages to WTRU equipment, furniture or fixtures, or the replacement cost of missing items if damages or losses are determined to have been caused by persons admitted to the WTRU building while under the management of Dr. Hernandez.
- 5) Long distance telephone calls and/or long distance facimile (FAX) calls billed to WTRU telephone numbers will be paid by Dr. Hernandez. Basic telephone lines and telephone service from Southern Bell will be paid for by Mr. Taylor. Dr. Hernandez agrees that personal long distance phone calls will not be made on WTRU telephone lines by Dr. Hernandez or any persons who may be admitted to the WTRU building while under the management of Dr. Hernandez.
- 6) Dr. Hernandez agrees to broadcast at least three (3) public service announcements (PSA's) per day on WTRU relating to community events and/or social services available to listeners.
- 7) Dr. Hernandez agrees to broadcast interviews from time to time with community leaders and other public figures, and to make available air time of up to thirty (30) minutes in length as often as once a week at mutually agreed times at the request of Mr. Taylor for the purpose of broadcasting on WTRU interviews with community leaders or other public affairs type programs.
- 8) ~~Mr. Taylor retains responsibility for fulfilling all FCC rules and regulations, including periodic written FCC reports and FCC license renewals. The operation and programming of WTRU will remain under the control of the FCC licensee, Mr. Taylor, at all times.~~
- 9) ~~Mr. Taylor agrees to pay for the following costs of operation of WTRU: real property taxes and personal property taxes to the county of Palm Beach, Florida; monthly music license fees to ASCAP and BMI; basic telephone service; electricity; periodic trash removal; insurance coverages as deemed necessary by Mr. Taylor; and monthly payments to cover mortgages, and/or any outstanding loans or liens on the station property and equipment.~~

9a) Dr. Hernandez agrees to take full responsibility for any contracts entered into and signed by him; and agrees to accept full liability for federal and Florida payroll taxes resulting from payrolls he makes to his employees; and agrees to pay vendors for merchandise or services ordered by Dr. Hernandez.

10) Fifty percent (50%) of the gross revenues produced by the sale or lease of air time on WTRU will be retained by Mr. Taylor; the other fifty percent (50%) will be paid to Dr. Hernandez. All revenues produced in either cash or check form must be deposited in the WTRU checking account at Republic Bank in Jupiter, Florida. All checks must be made payable to WTRU. A photocopy or carbon copy of each air time contract must be provided by Dr. Hernandez to Mr. Taylor or his agent. A contract must be written and submitted for every client who buys, leases or trades for air time on WTRU.

11) Usually once a week but not to exceed two times a week, Mr. Taylor or his agent will receive all incoming gross revenue payments from Dr. Hernandez, deposit them at Republic Bank, and simultaneously issue a WTRU check to Dr. Hernandez for fifty percent (50%) of the gross amount.

12) In the event that Dr. Hernandez accepts barter (trade) merchandise or services as payment for use of air time on WTRU, Dr. Hernandez agrees to pay Mr. Taylor an amount equal to fifty percent (50%) of the retail value or fair market value of the barter merchandise or services, or Mr. Taylor may elect to accept fifty percent (50%) of the trade merchandise or services.

13) If Dr. Hernandez chooses to act as producer or co-producer of any promotion or event in which he has a financial interest and has the potential if successful to produce revenues and/or profits for Dr. Hernandez, and radio commercials or promotional announcements for the event are broadcast on WTRU, these announcements will be valued at eleven dollars (\$11.00) each. Dr. Hernandez agrees to pay WTRU in advance fifty percent (50%) of the value of each commercial ordered, or five dollars and fifty cents (\$5.50) each.

14) When signed by the parties, this agreement will become effective on April 20, 1991.

15) If this agreement is cancelled by either party, each party agrees to pay any monies owed to the other party at the time of cancellation. If the station fails to produce enough revenue or in the event the parties disagree on operating matters, either party may cancel this contract, but both parties agree to cooperate with each other to quietly and smoothly terminate mutual business matters within a reasonable period of time.

R.B.T. However, in the event WTRU loses its FCC license, is sold, or moves its broadcast antenna to a different location, then thirty days notice is required.

AGREED TO:

Robert B. Taylor
Robert B. Taylor dba WTRU

Date signed: 4-17-91

AGREED TO:

Dr. Ramon Hernandez
Dr. Ramon Hernandez

Date signed: 4-17-91

AIR TIME LEASE

This agreement is made between Robert B. Taylor, dba WTRU Radio Station, 99.5 FM, Jupiter, Florida (hereafter called LESSOR), and Dr. Ramon Hernandez (hereafter called LESSEE).

Lessor agrees to lease air time on WTRU to Lessee on the following terms and conditions:

- 1) Lessee agrees to follow FCC rules and regulations.
- 2) Lessee agrees to maintain station program logs and transmitter logs as required by the FCC.
- 3) Lessee accepts full responsibility for payment of a) wages and/or talent fees to air talent personnel engaged by Lessee, and b) wages and/or commissions paid to sales personnel engaged by Lessee.
- 4) Lessee agrees that Lessor's equipment, furniture and fixtures must not be damaged or removed from the premises by Lessee or Lessee's personnel. Lessee agrees to pay for any damages to Lessor's equipment, furniture and fixtures; or the replacement cost of missing items if damages or losses are determined to have been caused by Lessee or Lessee's personnel.
- 5) Lessee agrees that long distance telephone calls and/or long distance facimile (FAX) calls billed to Lessor's telephone will be paid by Lessee. Lessee agrees that personal long distance phone calls will not be made from WTRU telephones by Lessee or Lessee's personnel.
- 6) Lessee agrees to broadcast at least three (3) public service announcements (PSA's) per day relating to community events and/or activities in the station's service area.
- 7) Lessee agrees to broadcast interviews from time to time with community leaders and other public figures, and to make available air time of up to thirty (30) minutes in length as often as once a week at mutually agreed to times to Lessor for broadcast of interviews with community leaders or other public affairs or public service type broadcasts.
- 8) Lessor retains responsibility for fulfilling all FCC rules and regulations, including periodic written FCC reports and FCC license renewals. The operation and programming of WTRU will remain under the control of the Lessor at all times.

9) Lessor agrees to maintain broadcast studios and transmitting equipment in Jupiter, Florida, for the use of Lessee.

10) Lessor agrees to pay for the following costs of the operation of WTRU: real property taxes and personal property taxes to the county of Palm Beach, Florida; monthly music license fees to ASCAP and BMI; basic telephone service; electricity; insurance coverages as deemed necessary by Lessor; and monthly payments to cover mortgages on the station property and equipment.

11) The parties agree that either party may cancel this agreement by giving thirty (30) days written notice to the other party. Cancellation reasons include if the revenues are not sufficient to meet operating costs, or for reasons related to the station's FCC license, or in the event the station is sold.

12) The parties agree that the lease payment by Lessee for the air time provided by Lessor will be fifty percent (50%) of the gross revenues produced by the use of the air time by Lessee. Gross revenue is defined as the revenue received after allowing recognized advertising agencies to deduct a standard agency commission, usually fifteen percent (15%).

13) In the event that Lessee accepts barter (trade) merchandise or services as payment for use of air time on WTRU, Lessee agrees to pay Lessor an amount equal to fifty percent (50%) of the fair market value of the barter merchandise or services, or Lessor may elect to accept fifty percent (50%) of the trade merchandise or services.

14) The parties agree that all revenues produced by the use of the air time by Lessee will be deposited in the WTRU business checking account. At regular intervals, usually once a week, fifty percent (50%) of the gross revenues collected will be delivered to Lessee, and the other fifty percent (50%) will be retained by Lessor to be applied as the regular lease payment of Lessee for the air time.

Dated: JANUARY 3, 1991

AGREED TO:

Robert B. Taylor
Robert B. Taylor dba WTRU

AGREED TO:

Dr. Ramon Hernandez
Dr. Ramon Hernandez

01-03-91 RH

TRIPPLICATE

3

BARAFF, KOERNER, OLENDER & HOCHBERG, P. C.

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AARON SHAINIS
LEE J. PELTZMAN
GARY S. SMITHWICK
JAMES E. MEYERS

July 17, 1987

RECEIVED

870717

FCC
FEE SECTION

Mr. William J. Tricarico
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

RE: WXDJ(FM), Homestead, Florida
Application for license to cover
construction permit (File No. BPH-8507120T)

Dear Mr. Tricarico:

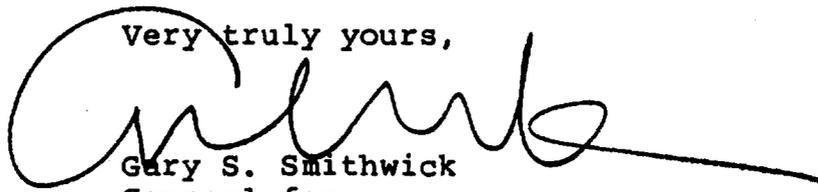
Transmitted herewith, on behalf of Radio Internart Corporation, permittee of WXDJ(FM), Homestead, Florida, are an original and two copies of an application seeking a license for WXDJ to cover construction permit File No. BMPH-860509IG.

As WXDJ is a non-directional FM station, it is beginning program tests today. This letter should be considered notification of commencement of program tests required under Section 73.1620(a)(1) of the Rules.

Also enclosed is a check for \$100.00 to cover the filing fee.

If there are any questions with respect to this application, please communicate with the undersigned counsel.

Very truly yours,



Gary S. Smithwick
Counsel for
RADIO INTERMART CORPORATION

GSS/pn
Enc.

cc: WXDJ Public File

APPLICATION FOR NEW BROADCAST STATION LICENSE
(Carefully read instructions before filling out Form—
RETURN ONLY FORM TO FCC)

For Commission Use Only
File No. BLH-870717KB

SECTION I General Data

| | |
|-----------|---------|
| FEE NO: | 0002989 |
| FEE TYPE: | MFL |
| AMOUNT: | 100.00 |
| ID SEQ : | 12 |

Legal Name of Applicant

RADIO INTERMART CORPORATION

Mailing Address

P. O. Box 2696

City

JACKSONVILLE

State

FL

ZIP Code

32203

Telephone No.

(Include Area Code)

(904) 355-7511

1. Facilities authorized by construction permit

This application is for:

Commercial

Noncommercial

AM

FM

TV

| Call Letters | Community of License | Construction Permit File No. | Modification of Construction Permit File No(s). | Expiration Date of last Construction Permit |
|--------------|----------------------|------------------------------|---|---|
| WXDJ | Homestead, FL | BPH-820129BK | BMPH-860509IG | 12-24-87 |

2. Is the station now operating pursuant to automatic program test authority in accordance with Section 73.1620 of the Commission's Rules?

YES NO

If No, explain.

RECEIVED

3. Have all the terms, conditions, and obligations set forth in the above described construction permit been fully met?

YES NO

If No, state exceptions.

FCC
FEE SECTION

4. Apart from changes already reported, has any cause or circumstance arisen since the grant of the underlying construction permit which would cause any statement or representation contained in the construction permit application to be now incorrect?

YES NO

If Yes, explain.

THE APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)
THE APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations, and all exhibits are a material part hereof and are incorporated herein.

CERTIFICATION

I certify that the statements in this application are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 12 day of December, 1987
RADIO INTERMART CORPORATION

Name of Applicant

Signature

C.E.O. Chairman of
the Board

Title

WILLFUL FALSE STATEMENTS MADE
ON THIS FORM ARE PUNISHABLE
BY FINE AND IMPRISONMENT, U.S.
CODE, TITLE 18, SECTION 1001.

-2-

Name of Applicant

Radio Intermart, Corp.

1. Facilities authorized in construction permit

| | | |
|--|---|--|
| Call Sign WXDJ (formally WRFM) | Frequency | Antenna height above average terrain |
| File No. of construction permit BMPH-860509IG | Effective radiated power in kilowatts Horizontal <u>100</u> Horizontal maximum <u>100</u> Vertical <u>100</u> Vertical maximum <u>100</u> | Horizontal <u>298</u> meters Vertical <u>298</u> meters |

2. Station location

| | |
|------------------|---------------------------|
| State Florida | City or Town Homestead |
|------------------|---------------------------|

3. Transmitter location

| | | | |
|------------------|----------------|---------------------|---|
| State Florida | County Dade | City or town --- | Street Address (or other identification) 17107 SW 248th St. |
|------------------|----------------|---------------------|---|

4. Main studio location

| | | | |
|------------------|----------------|---------------------------|--|
| State Florida | County Dade | City or town Homestead | Street Address 811 N. E. 8th Street |
|------------------|----------------|---------------------------|--|

5. Remote Control point location

| | | |
|--------------------|--------------------------|--|
| State Same - As | City or town - Studio | Street Address (or other identification) |
|--------------------|--------------------------|--|

6. Operating constants:

| | | | |
|---|--|--|--|
| D.C. plate current in last radio stage, in amperes 3.1 | Transmitter power output, in kW by indirect method 20,714 | Applied D.C. plate voltage of last radio stage, in volts 9200 | RF transmission line meter reading 20,714 |
|---|--|--|--|

7. Antenna

| | | |
|---|-------------------------------|---------------------|
| Antenna make and type No. Harris - FMH - 12AC | Number of Sections 12 | Power gain 6.437 |
| Height in meters of antenna radiation center above ground and mean sea level: | | meters |
| Geographical Coordinates of antenna (to nearest second) | | |
| North latitude 25° 32' 24" | West longitude 80° 28' 07" | |

Description of antenna supporting structure

| | |
|---|--|
| Vertical Cross-section guyed with top mounted TV Antenna. | Overall height in meters above ground of antenna supporting structure (without obstruction lighting) 537 m tower 564 m overall |
|---|--|

8. Transmission line

| | | |
|--|---------------------------|--|
| Make Celwave | Type HCC312-50J | Description 3.5 inch overall flexible transmission line |
| Size: (nominal inside transverse dimension) in centimeters 8.9 cm | Length in meters 320 m | Rated efficiency in percent for this length 78%* |

9. Have equipment performance measurements been taken in accordance with Section 73.1590 of the Commission's Rules, demonstrating compliance with the Commission's transmission standards and transmission system requirements, and are these measurements available for submission to the Commission upon request?

If No, explain.

 YES NO

* Overall line efficiency is 75% which includes the combiner

10. In what respect, if any, does the apparatus constructed differ from that described in the application for construction permit or in the permit.

None

I certify that I represent the applicant in the capacity indicated below and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief.

Date May 13, 1987

(912) 638-5608
Telephone No. (Include Area Code)

Bromo Communications, Inc.

William G. Brown
Name (Please Print or Type)

William G. Brown
Signature (Check appropriate box below)

1331 Ocean Blvd Suite #201
Address (Include ZIP Code)
P.O. Box M
St. Simons Island, GA 31522

Technical Director

Registered Professional Engineer

Consulting Engineer

Chief Operator

Other (specify)

-4-