

22. Severability.

In the event that (a) any provision of this Agreement is unenforceable or (b) any provision of this Agreement would result in the assignment of a new file number to the Corporation's pending FCC applications for authority to construct new radio stations at Jupiter, Florida, then the offending provision will be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written below:

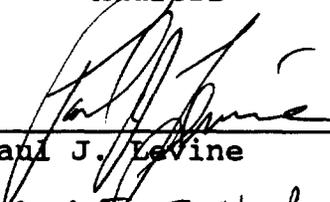
Date: \_\_\_\_\_

\_\_\_\_\_  
Charles E. Reid (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address

Date: 4-12-91

  
\_\_\_\_\_  
Paul J. Levine (SEAL)

2265 South Bayshore Dr. Pt-1  
MIAMI, FL 33133

\_\_\_\_\_  
Address

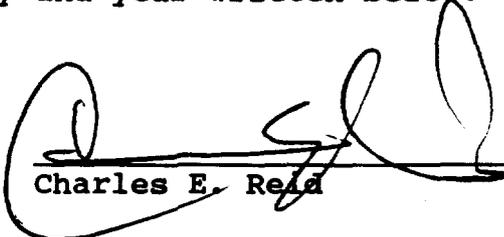
(Signature Cont.)

22. Severability.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written below:

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Charles E. Reid (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul J. Levine (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address

(Signature Cont.)

Date: \_\_\_\_\_

\_\_\_\_\_  
William Washington (SEAL)

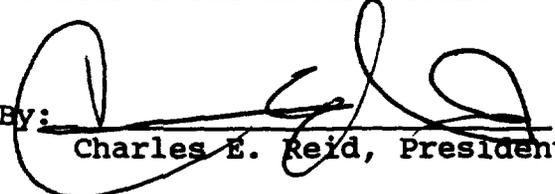
\_\_\_\_\_

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\_\_\_\_\_  
Address

JUPITER BROADCASTING CORP.

Date: \_\_\_\_\_

By:  (SEAL)  
Charles E. Reid, President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

Date: 4-22-91

William Washington (SEAL)  
William Washington

1541 W Blue Heron Blvd  
Revere Beach, FL 33404

\_\_\_\_\_  
Address

JUPITER BROADCASTING CORP.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Charles E. Reid, President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address



ORIGINAL

**TESTIMONY OF PAUL L. LEVINE**  
**REGARDING SETTLEMENT ABUSES**

Jupiter Broadcasting Corp. ("JBC") and Robert B. Taylor have had numerous contacts regarding settlement of the Jupiter Florida comparative renewal proceeding. In late May 1991, Mr. Taylor wrote me the letter appended hereto as Attachment A. He offered JBC \$6,000 to dismiss its FM application.

JBC rejected Mr. Taylor's \$6,000 offer in a letter dated June 10, 1991 from Joseph A. Belisle, JBC's counsel, to Mr. Taylor. A copy of Mr. Belisle's letter is appended hereto as Attachment B. Therein, Mr. Belisle explained to Mr. Taylor that "The FCC's rules prohibit renewal challengers from accepting anything of value for dismissing their applications prior to the issuance of an Initial Decision."

In late November, 1991, I received a letter dated November 18, 1991 from Robert B. Taylor. A copy of Mr. Taylor's letter is appended hereto as Attachment C. Mr. Taylor's letter offered JBC a joint venture arrangement in exchange for dismissal of JBC's Jupiter, Florida construction permit applications.

After receiving Mr. Taylor's November 18 letter, I had a telephone conversation with Mr. Taylor concerning settlement. Among the matters we discussed was the fact that JBC was precluded from accepting any compensation for dismissing its applications because of FCC rules governing license renewal proceedings.

Federal Communications Commission

Docket No. 92-114 Exhibit No. 4

Presented by [Signature]

Disposition { Identified   
Received   
Rejected

Reporter \_\_\_\_\_

Date 11 Sept 92

After our conversation, I received another letter from Mr. Taylor. Mr. Taylor's letter, dated December 9, 1991, is appended hereto as Attachment D.

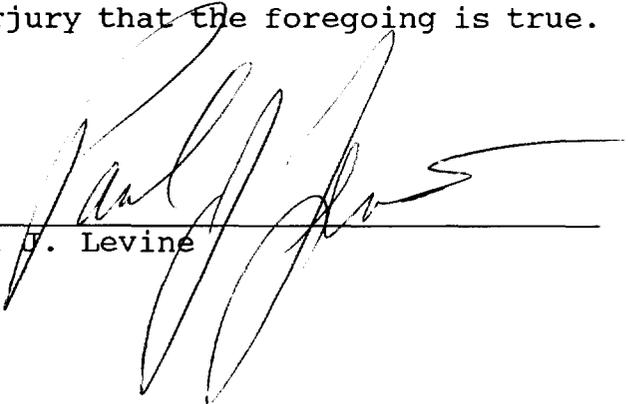
In the December 9, 1991 letter, Mr. Taylor offered to draft his proposed settlement agreements with JBC in a manner that did not mention the FCC. He wrote that he was willing to sign an affidavit stating that there was no linkage between his proposed contracts with JBC and any perceived FCC settlement. Needless to say, JBC did not take Mr. Taylor up on his offer.

Mr. Taylor's December 9, 1991, letter claimed that "Potamkin" was the real-party-in-interest in JBC's application. Mr. Alan H. Potamkin, who owns an option to acquire non-voting stock in JBC, has an ownership interest in Station WPBF-TV, Channel 25, Tequesta, Florida. In his December 9, 1991 letter, Mr. Taylor threatened to file a license renewal challenge against WPBF-TV, if JBC continued to challenge his Jupiter, Florida license renewal applications. Mr. Taylor asked me to "apprise your client, Mr. Potamkin, of the facts in this letter and of my letter of November 18."

On January 9, 1992, Robert Taylor wrote Alan Potamkin a letter accusing Mr. Potamkin of being the real-party-in-interest behind JBC's application. He referred to the letters he wrote me on November 18, 1991 and December 9, 1991 and to his request that I pass the information in these letters on to Mr. Potamkin. The January 9, 1992 letter is appended hereto as Attachment E. The letter indicates that a copy was sent to Robert M. Potamkin. FCC records show Robert M. Potamkin as one of the owners of Station WPBF(TV), Channel 25, Tequesta, Florida.

On January 21, 1992, Robert Taylor wrote Alan Potamkin the letter appended hereto as Attachment F. Therein he asked Mr. Potamkin "As an existing FCC licensee yourself, would you like it if someone you never met decided to try to discredit you and your reputation in front of the FCC?" He went on to explain that "The fact that you [Mr. Potamkin] are the real-party-in-interest behind these mutually exclusive applications will inevitably come out in the upcoming hearings." He urged Mr. Potamkin to "Save us both from this totally negative exercise by withdrawing your applications for my stations immediately!" Mr. Taylor's letter indicates that he sent copies of the letter to Robert M. Potamkin and Dennis O. Boyle, principals in Station WPBF(TV), Channel 25, Tequesta, Florida.

I declare under penalty of perjury that the foregoing is true.

  
\_\_\_\_\_  
Paul F. Levine

May 28, 1991

Robert B. Taylor  
500 N. Delaware Blvd.  
Jupiter, FL 33458

Paul J. Levine  
1461 Tagus Avenue  
Gables by the Sea, FL

Dear Mr. Levine:

Without debating the morality of the concept of using federal laws to try to take a man's business away from him, its time for you and your partners to bite the bullet and admit, if only to yourselves, that you've simply targeted the wrong radio stations. The cold hard fact is that the spoils in this case (my stations), IF YOU SUCCEED, won't be worth the cost of the fight in terms of the years of your life and thousands upon thousands of dollars you will spend in trying to get them. (And bear in mind that I am not going to roll over and play dead. If necessary I will fight you beyond the FCC process and into the federal court system for as long as it takes.)

Even if you succeed, you'll be an old man wondering why you spent so much of your life trying to take something so trivial and insignificant. Instead of squandering your personal resources trying to take something that doesn't belong to you from someone who never did anything to hurt you, how much better it would be for you and the world if you put those same resources into something that would do some positive good in your lifetime, such as helping underprivileged children, volunteering in the big brother program, helping the homeless, or even donating a small sum to an important cause like cancer research or purchasing AZT treatments for AIDS victims who can't afford it. Frankly, Mr. Levine, you come across as a stereotypical uncaring yuppie who has GREED written all over him. I don't think you realize that there are other things in life more important than money.

The rest of this letter deals in facts that you may not be aware of:

1) One of the most critical questions concerning 99.5 FM at Jupiter is its signal. The station is licensed for 3000 watts ERP and DID NOT receive FCC approval to increase to 6000 watts as many other Class A FM's did recently. 99.5 will never go to 6000 watts. Its antenna is now at 300 feet and will never go any higher (more on this later). Unfortunately, 99.5 at Jupiter is locked in...cannot be moved more than a few hundred feet in any direction. It cannot go north because its blocked by the new Class C2 on 99.7 licensed to Vero Beach. It cannot go south because its blocked by full Class C WKIS on 99.9 on the right, and full Class C WEDR on 99.1 on the left. It cannot go west due to full Class C WQYK, Tampa, co-channel on 99.5. The only thing to the east is 3 miles of unusable land because its fully urbanized (built up as residential and commercial); beyond that its the Atlantic Ocean. I invite you to independently confirm these facts with your consulting engineers.

As a hypothetical example, let's say somehow, many years from now, you were able to wrestle the license away from me. At that point I would have no motivation to continue operating my tower site, so I would simply take both towers down and develop my prime residentially zoned (yes, its zoned residential right now) ten acre site into single family residential units. (The only reason the towers are there now is that they are grandfathered... they've been there for 24 years.) Now, Mr. Levine, you can kid yourself and your partners all you want, and you might even be able to fool the FCC and the FAA, but the town of Jupiter is NEVER going to allow you to build even a 300 foot tower. I know because I've lived in Jupiter for the past four years and personally watched what's going on there. (I am a registered voter in Jupiter and I voted this past April 9th for Jupiter mayor and an open council seat.)

The most recent case that makes me a believer is what happened this past winter in the WOJV-FM case. WOJV is a full Class C FM licensed to Fort Pierce that asked Jupiter for permission to build a 300 foot STL tower in the Jupiter Park of Commerce, an industrial park located less than two air miles from my site. WOJV brought in experts, lawyers, engineers, did everything they could think of, and the town said flat NO. And keep in mind this was a location that was already zoned commercial/industrial. I ask you, if Jupiter won't allow a tower built in an industrial park, where will they allow it built? The answer is they won't allow any towers built anywhere! For independent confirmation of this true story, I invite you to contact Steve Lapa, vice president of WOJV-FM.

Getting back to my hypothetical example, this means you will not be able to build a new tower anywhere in the very tiny non-short spaced area allowed for 99.5...entirely located within Jupiter town limits. You won't be able to use my towers because they'll be taken down. You won't be able to use some other tower because none exist. So the only possible place you could end up is on top of a 14 story condominium building (the Ocean Trail) located due east of the present site on the ocean. This antenna location will give you a maximum HAAT of 165 feet with 3000 watts ERP. Your usable signal will only cover Jupiter and possibly Palm Beach Gardens ...two bedroom suburbs where your only ad revenue will come from local mom and pop stores who refuse to pay more than \$7.50 per spot if you're able to collect from them at all. So if you're thinking of using the 99.5 signal to cover West Palm Beach or Riviera Beach 15 to 20 miles south of Jupiter, forget it.

(This has nothing to do with the subject of this letter, but my studies now show that the applicant who finally ends up with the FCC construction permit for 105.5 at Jupiter will have only one choice for his antenna location ...the roof of the Ocean Trail condominium.)

2) I am prepared to pay \$6000 cash. I will pay it either to the FCC as the required hearing fee, or I am willing to pay it to you to defray your application expenses. It doesn't matter to me. My \$6000 is gone in any case. It's just a question of do I pay you or do I pay the FCC. In return for my \$6000, you will withdraw your application for 99.5 at Jupiter. I am not willing to pay anything for the AM daytimer. You can continue to pursue that if you wish, but I prefer that you also withdraw that application. This offer is good only if accepted and consummated prior to July 15, 1991.

I will be at my office in Jupiter (407-744-6398) until June 5. Starting June 10 you can reach me at my office in Michigan (616-335-3038). The mailing addresses are: Robert B. Taylor, WTRU, 500 N. Delaware Blvd., Jupiter, FL 33458, and Robert B. Taylor, P.O. Box 94, Macatawa, MI 49434.

Sincerely,

Robert B. Taylor  
Licensee, WTRU & WEXI

RBT/ms

cc: Charles E. Reid  
William Washington  
Joseph A. Belisle

LEIBOWITZ & SPENCER

A PARTNERSHIP OF PROFESSIONAL CORPORATION

MATTHEW L. LEIBOWITZ, P.A.  
JOHN M. SPENCER, P.C.\*  
JOSEPH A. BELISLE  
K. PATRICK MEEHAN  
ANTHONY T. LEPORE

OF COUNSEL  
SANFORD L. BOHRER  
SID DAVIDOFF\*  
JEROME M. BECKER\*  
100 E. 42ND STREET  
NEW YORK, N.Y. 10017

\* NOT ADMITTED TO  
FLORIDA BAR

SUITE 1450  
AMERIFIRST BUILDING  
ONE SOUTHEAST THIRD AVENUE  
MIAMI, FLORIDA 33131-1715  
TELEPHONE (305) 530-1322  
TELECOPIER (305) 530-9417

SUITE 500  
1000 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D.C. 20036  
TELEPHONE (202) 293-4093  
TELECOPIER (202) 872-0604

June 10, 1991

Mr. Robert B. Taylor  
P.O. Box 94  
Macataw, MI 49434

Re: Jupiter Broadcasting Corp.  
Our File No. 47041

Dear Mr. Taylor:

This refers to your letter of May 28, 1991 to Paul J. Levine.

Jupiter Broadcasting Corp. cannot accept your offer of settlement in the WEXI/WTRU renewal proceeding. The FCC's rules prohibit renewal challengers from accepting anything of value for dismissing their applications prior to the issuance of an Initial Decision.

This is not to say that settlement of your renewal proceeding is impossible, however. If you have any interest in avoiding a hearing on your stewardship of Stations WEXI/WTRU, Jupiter Broadcasting Corp. is willing to enter into a settlement in which you will dismiss your renewal applications, sell your broadcast equipment to Jupiter Broadcasting Corp. and enter into a long-term lease for the WEXI/WTRU transmitter and studio site. The lease would include an option to purchase after a specified period.

Jupiter Broadcasting Corp. offers you Two Hundred Twenty Five Thousand Dollars (\$225,000) for dismissal of the renewal applications and sale of all broadcast equipment, including transmitters, towers and studio equipment. The lease and option would be based upon the fair market value of the transmitter site as agreed upon by the parties in further negotiations.

Jupiter Broadcasting Corp.'s willingness to discuss settlement at this time is premised solely on its desire to begin broadcast

Mr. Robert B. Taylor  
June 10, 1991  
Page 2

operations in Jupiter in the near future. The site analysis contained in your May 28 letter is based on FM rules that were abandoned years ago. Today Rule 73.215 allows FM stations to operate from short-spaced sites by providing contour protection to other FM stations. Your view that WTRU cannot be used effectively any distance from its present transmitter site is simply wishful thinking.

Jupiter Broadcasting Corp. filed its applications knowing that it would not be able to profit without prevailing in the WEXI/WTRU renewal proceeding. The parties are on the doorstep of renewal hearing that Jupiter Broadcasting Corp. fully expects to win. This letter does not dwell on the weaknesses in your renewal applications but be assured that Jupiter Broadcasting Corp. is confident of ultimate victory. If Jupiter Broadcasting Corp. is forced to litigate its case to its certain conclusion, you will have little, if anything, of value to offer in settlement. Conversely, Jupiter Broadcasting Corp. will never have more money available for settlement than it has today.

Please give serious consideration to entertaining the settlement proposal set out above.

This offer shall remain open for a period of 15 days.

Sincerely yours,



Joseph A. Belisle  
Counsel for  
Jupiter Broadcasting Corp.

JAB:tmr

November 18, 1991

Robert B. Taylor  
500 N. Delaware Blvd.  
Jupiter, FL 33458

Paul J. Levine  
1461 Tagus Avenue  
Gables by the Sea, FL 33156

Dear Paul:

Last week in the mail I received the engineering package you sent me. Informally I discussed the possibility of building the two towers in the old marina basin as you have proposed with the Town of Jupiter staffer who handles these matters. He told me unequivocally Friday (11-15) that his office would recommend denial to the two regulatory councils that would be voting on this after it left his office.

From my perspective of living in Jupiter and watching these two councils make rulings on zoning matters that have come before them over the years, I am convinced that the town of Jupiter will never allow towers to be built at that location. As explained to me by the city staffer, the main reason is esthetics. Two towers that tall on that site frankly are just too visible. They would be in direct sight of a high rise condominium complex (Jupiter Cove) directly across the Loxahatchee River, also a second condominium development (Jupiter Harbour) located even closer... just a few feet east across the intracoastal waterway, plus the heavy vehicular traffic going by on the 4 lane divided highway right next to the site.

You have to understand that this is a hot potato for these local politicians. Since the C2 zoning of your site doesn't allow towers, you will need to be approved for a "special exception" to the C2 zoning. This is where the city will stop you because the environmentalists and the "NIMBY" crowd will make such a noise it will be politically impossible. (I know who these people on the town council are and how they think...I voted for two of them in the election on April 9.) Also, the towers do not conform to Jupiter's "110% Fall Radius" ordinance. This means you will have to apply for a "variance" to this existing law, which provides a second opportunity for the politicians to say no. (Earlier this year WOVV applied for a variance to the 110% law for a 300 foot tower they wanted to erect in a Jupiter industrial park and were turned down cold by the Jupiter town council. Phone Steve Laps at WOVV...he'll tell you what he went through.)

Paul, nearly three years have gone by with nothing to show for your efforts. So, I suggest that we abandon the adversarial approach and instead join forces in a manner that will accomplish all our goals. We should redirect our efforts to developing an attitude of cooperation and work together toward a common goal of making money in the radio business while serving our listeners. Essentially I am proposing that we form a joint venture on a 50-50 partnership basis.

At this point I stress that this is a private letter to Paul Levine only and is not authorized to be released to the government or the media or in any public manner without my permission in advance.

Please consider the following compromise operating plan:

STEP #1. You withdraw your two applications at the FCC. Simultaneously, after going through the proper procedure, you receive a refund check of \$13,520 from the FCC representing the hearing fees you've already paid that now won't be needed. I will also receive a refund of my \$13,520.

STEP #2. I put my AM daytimer back on the air, then move my Hispanic employees and my FM spanish format to the AM.

STEP #3. I enter into a contract with JBC in which I engage the services of JBC as consultants to WTRU-FM. The contract will provide that as payment for its services, JBC will receive 5% of the gross cash collections of WTRU-FM each month, payable to JBC by the 15th of the following month. (JBC's role would be to provide advice regarding operating matters.)

STEP #4. I enter into a contract with Chuck Reid in which I employ Chuck to manage WTRU-FM. His title will be General Manager. (Upon executing these two contracts, the spanish format will move to the AM and Chuck will commence broadcasting your format on WTRU-FM.) The contract will provide that as payment for his services, Chuck will receive 45% of the gross cash collections of WTRU-FM each month. The contract will also require Chuck to pay for certain specified operating costs out of his 45% (see below).

A few details: The split of the gross monthly cash receipts will be 5%-45%-50%. 5% off the top to JBC. Chuck Reid receives the next 45% with the balance to me. Out of his 45%, Chuck will pay his operating people. Chuck will decide

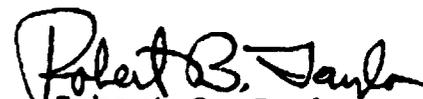
who to hire and how much he wants to pay each person. Under the contract, Chuck will be responsible for his payroll, payroll taxes and payroll insurance, if any. Also he will pay for his staff's long distance calls and for his office supplies such as paper clips, pens, pencils, postage, etc. Also for his printing costs if they can't be traded. Chuck's personal earnings will be what's left over of his 45% after he pays his costs.

I would pay for just about everything else out of my 50% including the following: annual real property taxes to the county, annual personal property taxes to the county, debt service including monthly mortgage payments to the bank and other lenders, electricity bills to operate all the FM equipment plus lights and air conditioning, basic telephone service, trash pickup, labor and parts to maintain the capital equipment by electronic technicians hired by me (very expensive...they charge by the hour!), insurance, attorney fees, music license fees to ASCAP, BMI and SESAC (one of radio's highest hidden costs...this will run into the thousands of dollars each month), income taxes, etc. This joint venture will be operating at my present site in Jupiter using my land, my tower, my antenna, my transmitter, my studios, my studio equipment, my office building, my parking lot, my air conditioners, etc. Therefore, whatever is left of my share after paying the costs listed above will be considered return on my invested capital in the physical plant (land, buildings and equipment).

Among the advantages of this plan to JBC: You avoid having to raise large amounts of capital and/or financing to purchase the land, buildings and equipment needed to build an FM radio station from scratch; you avoid a multi-year hearing with an appeals process that could last another 10 to 12 years from now and that you will surely lose; you avoid the certain disappointment of being turned down by the Town of Jupiter after going through their zoning process; you get your \$13,520 back from the FCC; you get your format under the direction of Chuck Reid on the air now instead of never; and JBC starts reaping an operating profit immediately, with zero capital investment and zero operating losses in the lean start-up months.

I suggest you pick up the phone and call me in Jupiter at (407) 744-6398, extension 22 to discuss this proposal. If I don't get some kind of reply from you soon, I'll assume you're not interested and I'll take another direction.

Sincerely,

  
Robert B. Taylor

RBT/ms

-5-  
(3)

December 9, 1991

Robert B. Taylor  
500 N. Delaware Blvd.  
Jupiter, FL 33458

Paul J. Levine  
1461 Tagus Avenue  
Gables by the Sea, FL 33156

Dear Paul:

Thank you for returning my call last Tuesday. It is important for us to open a dialog on this matter now before a hearing dramatically escalates costs.

Frankly, I had not thought about your point concerning FCC settlement regulations. However, as I mentioned Tuesday, I don't think my Nov. 18 business plan proposal is linked to an FCC settlement. To protect the parties, the two contracts (JBC consultant contract and Chuck Reid management contract) would not need to mention anything regarding the FCC...these would be completely neutral and independent business contracts. Separately, I would be willing to sign an affidavit stating there was no linkage between the contracts and any perceived FCC settlement. Another possibility would be to file a settlement agreement with the FCC indicating that payment of JBC out-of-pocket expenses was being made by means of the JBC consultant contract.

Paul, a window of opportunity exists now to launch and establish an urban contemporary formatted FM station targetted to Palm Beach County. At this time none exists. This window could close abruptly, however, if one of the existing FM's were to change format as a result of being sold...I know of one FM in the market that is for sale now and two others that may be for sale either now or soon. Also the new 105.5 FM in Jupiter will be looking for a format. Combining my existing FM facility, my radio management input, and my 8 years of accumulated knowledge about advertising agencies and ad budgets in Palm Beach County with Chuck Reid's knowledge of the local black community should produce an urban contemporary formatted FM station on 99.5 FM that would be very successful in terms of programming and billing. But we must do it now before someone else does.

I would like to make clear that my physical plant in Jupiter is not for sale or lease and will not be for sale or lease in the future, regardless of what happens with my AM and FM license renewal applications, JBC's FCC applications are fatally flawed (see below) and you will not succeed in getting the FCC to award these licenses to JBC. However, assuming for the sake of your argument that you were to prevail, you would never be able to use my physical plant.

You would have to build these stations from scratch at some other site. Since you would not be able to construct new towers in Jupiter within the limited non-shortspaced area available, you would have no alternative but to put the FM antenna on a rooftop. The tallest building in Jupiter is a 14 story condominium on the beach. Your antenna on that building means you would have a 3000 watt ERP at about 165 feet HAAT. At that site half your signal would be lost in the ocean. At that height your city grade signal (3.16 mv/m) would barely cover the town of Jupiter (about 5 miles from the antenna) and it would be about 8 or 9 miles from the antenna to the 1 mv/m signal contour, which is the distance before signal breakup and heavy multi-path distortion occurs. Thus your usable signal would extend to just south of PGA Boulevard in Palm Beach Gardens...a population area of about 10% to 12% of Palm Beach County's population. With such a weak signal and limited audience area, the station would only be suitable for a local MOR format operated as a low budget "mom and pop" type station. The idea of building a tower south of Jupiter within the 65 mile protected contour of 99.1 WEDR and 99.9 WKIS would not work because neither of these stations would agree to allow you to build a facility which shortspaces their existing sites on the Dade-Broward border, and the FCC would not approve it in the face of their opposition.

I made the business proposal contained in my November 18 letter to give you a way out because it is obvious your application is fatally flawed:

A) In an FCC hearing, applicants must show that they have a usable transmitter site. Your site is not usable. You have failed to go through the process at the local level (Town of Jupiter) to try to get the site approved. This is a fatal flaw. (Refer to the first page of my Nov. 18 letter for details on your site.) If your FCC attorneys tell you that you don't need to show local approvals that prove the site is usable, you are getting bad advice.

B) The structure of your corporation is a blatant example of the type of sham applicant that the FCC is on record as denouncing. Precedent here is the recent WHYI-Fort Lauderdale case in which the challenger had a very similar corporate structure to yours and was summarily dismissed by the commission. The naivete' shown by you and your FCC attorneys in your corporate structure is absolutely amazing. Your application is a perfect example of what the FCC was trying to discourage when it developed its "real-party-in-interest" rules. Everyone knows that Levine, Reid and Washington are the front men for Potamkin. Yet Potamkin, the real-party-in-interest, is deliberately concealed from the FCC in your application. Another fatal flaw.

C) One of the key criteria in choosing a licensee is local residency in the station's city of license. From 1984 to 1986 I lived in Jupiter parttime. For the past five years I have been a permanent fulltime resident of Jupiter (with summers spent up north). I am a registered voter in Jupiter and have voted in two municipal elections this year. None of your principals, however, live in Jupiter. Another fatal flaw.

Service to and employment of minorities is also important. For the past year I have had a 100% minority staff (all hispanics) and I am programming to minorities (spanish). Thus you will gain no advantage by telling the FCC that you promise to serve and employ minorities.

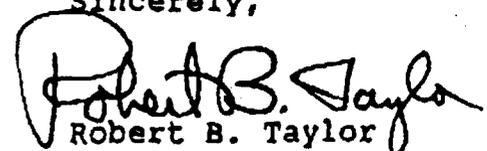
Paul, I understand that you're not the decision maker, but I am asking you to please apprise your client, Mr. Potamkin, of the facts in this letter and my letter of Nov. 18. Stress to him that this is the window of opportunity for JBC to get out of this without losing, but instead winning, because JBC will be able to get all its money back plus get its desired format on the air.

I say window of opportunity because I am prepared to work with you to resolve this now, within the next 30 days. However, next year, 1992, is going to be a very busy year for me, both in my business activities and my personal life. It is unlikely that I will be able to make the time available to meet with you next year. This offer will no longer be on the table.

As you know, I would like to continue to be in the radio business in Jupiter-Tequesta. However if the renewal of my radio licenses continues to be challenged, I would consider getting into the local TV business. My associates and I are aware that the present licensee of channel 25 is ignoring its city of license, Tequesta, among other shortcomings, and we would consider filing a competing application for channel 25 when its 5 year license expires.

Let's meet soon, finalize a business operating plan along the lines of my Nov. 18 proposal, implement it, and get on with our lives.

Sincerely,

  
Robert B. Taylor

RBT/ms

January 9, 1992

Robert B. Taylor  
500 N. Delaware Blvd.  
Jupiter, FL 33458

Alan H. Potamkin  
4675 SW 74th Street  
Miami, FL 33143

Dear Alan:

The investigation which has just been completed shows that you are the real party in interest and the financing source behind Jupiter Broadcasting Corporation, a Florida corporation. Obviously you are funding the attack against me and you have an agreement to take over the controlling equity interest of Paul Levine if you were to be successful in taking my license away from me.

It is not a good thing for an existing FCC licensee such as yourself to use the FCC process to try to forcefully take the license of another existing FCC licensee such as myself. In such a confrontation, both parties will be hurt; neither will come out whole.

I have been living under the threat caused by your challenge to my license for over three years. Due to the uncertainty this has caused, I have been unable to make decisions concerning capital improvements and other management decisions regarding my Jupiter assets. Therefore, I request that you and I meet right away to work out an amicable end to your challenge. There are a variety of options open to us including a joint venture or a sale of my Jupiter radio stations to you.

I spoke with the FCC in Washington, D.C. today and was told that they are now preparing to designate us for hearing. So, there is no time to waste. I asked the FCC staffer who is handling this to hold off until I had a chance to talk to you. It is urgent that you withdraw your mutually exclusive applications immediately.

By now you should know that it is not possible for the JBC applications to prevail due to numerous fatal flaws. I covered this in my letters of November 18, 1991 and December 9, 1991 to Paul Levine. I asked him to pass this information on to you.

Please call me so that we may discuss this matter. I would be willing to meet with you at your convenience. I am in Jupiter at 1-407-744-6398, extension 22.

Sincerely,

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Robert B. Taylor

cc: Robert M. Potamkin

January 21, 1992

Robert B. Taylor  
500 N. Delaware Blvd.  
Jupiter, FL 33458

Alan H. Potamkin  
4675 SW 74th Street  
Miami, FL 33143

Dear Alan:

Thank you for arranging the meeting in Miami yesterday between myself and your agents, Paul Levine and Matt Liebowitz. Unfortunately very little was accomplished because you as the decision maker were not present. Both of these gentlemen are very nice but have other agendas. Matt's interest is in proceeding with your challenge to my licenses because naturally his firm benefits from the legal fees you pay him. Paul of course is not at risk financially so he is not motivated.

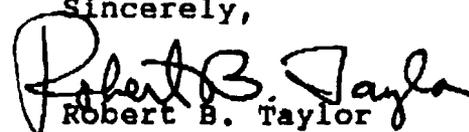
I left the meeting with the feeling that you and your agents are consumed with a false sense of infallibility...a cockiness... that since Alan Potamkin wants my Jupiter licenses, he will get them, therefore there is no need to explore other options such as a joint venture or a sale. As far as I can tell this is the first time you have ever attempted to attack an existing FCC licensee. I think you will find it is much different from applying for an open frequency such as you did for 96.3 in Indianapolis.

Because of your aggressive actions against me, you are now forcing me to muster my entire resources to do battle with you. As an existing FCC licensee yourself, would you like it if someone you never met decided to try to discredit you and your reputation in front of the FCC?

The fact that you are the real-party-in-interest behind these mutually exclusive applications will inevitably come out in the upcoming hearings. Once my attorneys present my documentation to the FCC in the hearings your application will be dismissed. In addition there are at least three other fatal flaws in your applications which will keep you from prevailing.

I spoke again today with Norm Goldstein, the FCC staffer who is handling this. He tells me the designation for hearing is imminent. Therefore, please act now before it's too late. Save us both from this totally negative exercise by withdrawing your applications for my stations immediately!

Sincerely,



Robert B. Taylor  
Licensee, WTRU-FM, WEXI-AM

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cc: Robert M. Potamkin  
Victor H. Potamkin  
Dennis O. Boyle



ORIGINAL

REQUEST FOR OFFICIAL NOTICE

Under 47 CFR Section 73.1020 (a)(3), licenses for Florida television stations expired February 1, 1992.

Federal Communications Commission	
Docket No.	92-114 Exhibit No. 625
Presented by	<i>[Signature]</i>
Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter	<i>[Signature]</i>
Date	11 Sept 92

