

Date: 4-22-91

William Washington (SEAL)  
William Washington

1541 W Blue Heron Blvd  
Riviera Beach, FL 33404

\_\_\_\_\_  
Address

JUPITER BROADCASTING CORP.

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

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

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

**ORIGINAL**

**SECOND AMENDMENT TO**  
**ALAN H. POTAMKIN**  
**OPTION AGREEMENT**

This Amendment is made as of the date last written below by and among JUPITER BROADCASTING CORP. (the "Corporation"), ALAN H. POTAMKIN, CHARLES E. REID, PAUL J. LEVINE and WILLIAM WASHINGTON.

**THE PARTIES RECOGNIZE;**

That, they are parties to that certain Alan H. Potamkin Option Agreement providing Mr. Potamkin an option to purchase sixty shares of Corporation's non-voting stock;

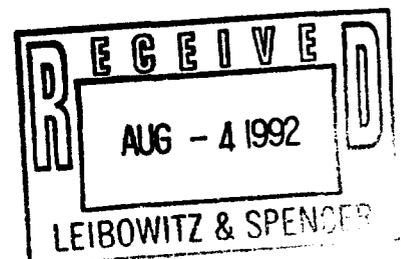
That Mr. Potamkin's option currently expires on December 29, 1992;

That Mr. Potamkin wishes to purchase and the parties wish to sell an extension of the stock option currently held by Mr. Potamkin.

**NOW, THEREFORE,** the parties intending to be contractually bound, agree as follows:

1. Paragraph 1 of the Alan H. Potamkin Option Agreement is revised to state:

Corporation grants to Alan H. Potamkin and/or his assigns the option to purchase sixty (60) shares of Corporation's non-voting stock for a price of Sixty Dollars (\$60.00). This option may not be exercised if the resulting ownership in the Corporation would contravene the rules, regulations or policies of the Federal Communications Commission ("FCC"), including its Multiple Ownership Rules and Cross-Interest Policy. This option shall expire six months after the grant of a Jupiter, Florida FM construction permit to the Corporation by the FCC.



2. In exchange for the extension granted in Paragraph 1, above, Alan H. Potamkin shall pay the Corporation Ten Dollars (\$10.00) on or before December 29, 1992.

3. This Second Amendment may be executed in several identical counterparts with the same force and effect as if the parties' original signatures were all affixed to the same instrument.

IN WITNESS WHEREOF, the parties have set their signatures on the date(s) indicated.

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

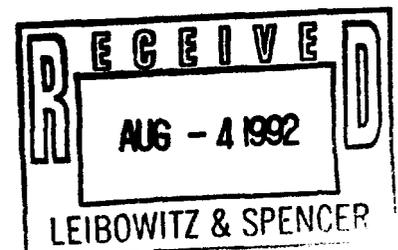
Date: \_\_\_\_\_  
Paul J. Levine (SEAL)

Date: \_\_\_\_\_  
*William Washington* (SEAL)  
William Washington

JUPITER BROADCASTING, CORP.

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

Date: \_\_\_\_\_  
Alan H. Potamkin (SEAL)



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IN WITNESS WHEREOF, the parties have set their signatures on the date(s) indicated.

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

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

Date: \_\_\_\_\_ William Washington \_\_\_\_\_ (SEAL)

JUPITER BROADCASTING, CORP.

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

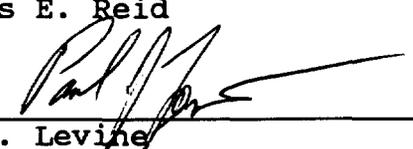
Date: 8/3/92 \_\_\_\_\_ (SEAL)  
Alan H. Potamkin

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3. This Second Amendment may be executed in several identical counterparts with the same force and effect as if the parties' original signatures were all affixed to the same instrument.

IN WITNESS WHEREOF, the parties have set their signatures on the date(s) indicated.

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

Date: 8-4-92 \_\_\_\_\_ (SEAL)  
  
Paul J. Levine

Date: \_\_\_\_\_ (SEAL)  
William Washington

JUPITER BROADCASTING, CORP.

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

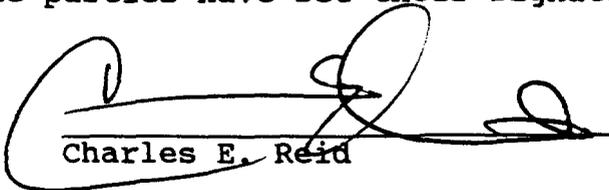
Date: \_\_\_\_\_ (SEAL)  
Alan H. Potamkin

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3. This Second Amendment may be executed in several identical counterparts with the same force and effect as if the parties' original signatures were all affixed to the same instrument.

IN WITNESS WHEREOF, the parties have set their signatures on the date(s) indicated.

Date: 8-5-92

 (SEAL)  
Charles E. Reid

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

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

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

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

JUPITER BROADCASTING, CORP.

Date: 8-5-92

By:  (SEAL)  
Charles E. Reid, President

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

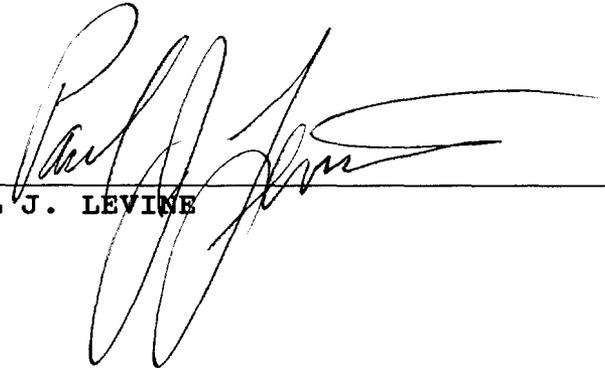
\_\_\_\_\_  
Alan H. Potamkin (SEAL)



STANDARDIZED INTEGRATION STATEMENT

My name is Paul J. Levine and I am Secretary/Treasurer of Jupiter Broadcasting Corp. (JBC). Attached hereto is a true and correct copy of the Standardized Integration Statement of Jupiter Broadcasting Corp. filed with the Federal Communications Commission on June 9, 1992.

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

  
\_\_\_\_\_  
PAUL J. LEVINE

Federal Communications Commission

Docket No. 92-114 Exhibit No. 7

Presented by \_\_\_\_\_

Disposition { Identified \_\_\_\_\_  
Received   
Rejected \_\_\_\_\_

Reporter an

Date 11 Sept 92

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In re Applications of	)	MM Docket No. 92-114
	)	
Robert B. Taylor	)	
Jupiter, Florida	)	FCC File No. BRH-880926UJ
	)	
For Renewal of Station WTRU(FM)	)	
	)	
Jupiter Broadcasting, Corp.	)	FCC File No. BPH-890103MD
Jupiter, Florida	)	
	)	
For a Construction Permit	)	

To: Honorable Walter C. Miller  
Administrative Law Judge

**STANDARDIZED INTEGRATION STATEMENT OF  
JUPITER BROADCASTING CORP.**

1. Pursuant to Prehearing Order, FCC 92M-612, released May 27, 1992, Jupiter Broadcasting Corp. ("JBC") submits the following data identified in 47 CFR Section 1.325 (c)(2):

i. JBC is a Florida Corporation having both voting and non-voting stock.

ii. The owners of JBC are Charles Reid, Paul Levine and William Washington. Mr. Reid owns 15 shares of JBC voting stock, representing 37.5 percent of JBC's equity. Mr. Reid has agreed to convert his JBC stock into non-voting stock if he fails to construct JBC's FM station within 18 months from the grant of a construction permit. Further, during the forty five day period commencing one year after JBC's proposed FM station begins operations, JBC's other shareholders have the option to purchase

MR. Reid's stock for its fair market value.

Mr. Levine owns 20 shares of JBC stock (4 voting, 16 non-voting) representing 50 percent of JBC's equity.

Mr. Washington owns 5 shares of JBC stock (1 voting, 4 non-voting) representing a 12.5 percent equity interest in JBC.

Alan H. Potamkin has an option to acquire from JBC 60 shares of JBC non-voting stock. This option is exercisable only if its exercise does not contravene FCC restrictions on multiple ownership. It expires six months after grant of a construction permit to JBC by the FCC. If Mr. Potamkin exercises this option, the equity percentages of Mr. Reid, Mr. Levine and Mr. Washington in JBC will be 15 percent, 20 percent and 5 percent respectively.

iii. JBC seeks no credit for integration of ownership into management.

iv. JBC's application reported the following media interests:

a. Charles Reid was an owner of a CATV radio station on the CATV systems in Palm Beach and Martin Counties, Florida. He was Program Director for WPOM, Riviera Beach, Florida. He was employed at WXEL, West Palm Beach, Florida. He is employed at Adelphia Cable Communications, Riviera Beach, Florida. Mr. Reid agreed to divest these interests in the event JBC's application is granted.

b. Paul Levine owns 2.5 percent of Power

Communications, Inc., owner of WGZB AM and FM, Corydon, and WJAA(FM), Austin, Indiana. This is a non-attributable interest since a single majority shareholder controls these stations.

c. William Washington has no ownership interest in a medium of mass communications.

d. Alan Potamkin has cognizable ownership interests in Station WXDJ(FM), Homestead, Florida and Station WPBF-TV, Tequesta, Florida.

v. JBC does not claim minority or female credit.

vi. JBC does not claim credit for integrating local owners into management.

vii. JBC does not claim credit for broadcast experience.

viii. JBC does not claim a daytimer preference.

Respectfully submitted,



Joseph A. Belisle  
Counsel for  
Jupiter Broadcasting Corp.

June 8, 1992

Leibowitz & Spencer  
One S.E. Third Avenue  
Suite 1450  
Miami, Florida 33131  
(305) 530-1322

**CERTIFICATE OF SERVICE**

I, Tania M. Rehman, hereby certify that the attached Standardized Integration Statement Of Jupiter Broadcasting Corp. submitted on behalf of Jupiter Broadcasting, Corp. was sent this 8th day of June, 1992 to the following persons by U.S. mail, first class postage prepaid:

Honorable Walter C. Miller  
Administrative Law Judge  
2000 L Street, N.W.  
Room 213  
Washington, D.C. 20036

Mr. Robert B. Taylor  
Stations WTRU(FM)  
500 North Delaware Blvd.  
Jupiter, Florida 33458

Norman Goldstein, Esquire  
Hearing Branch  
2025 M Street, NW  
Room 7212  
Washington, DC 20554

*Tania M. Rehman*

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Tania M. Rehman