

ATTACHMENT 5

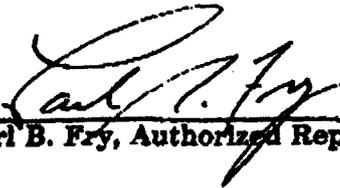
MID-OHIO COMMUNICATIONS, INC.**Post Office Box 14
Westerville, Ohio 43081****December 17, 1991****Mr. David Ringer
1000 Urlin Ave., Unit #1017
Columbus, OH 43218****RE: Mid-Ohio Communications, Inc./WBBY-FM/Lease of Assets****Dear Mr. Ringer:**

This correspondence is in regard to your recent inquiry pertaining to the lease of certain real property and personal property owned by Mid-Ohio Communications, Inc. or affiliated companies which is utilized in regard to the broadcast operation of WBBY-FM. You have indicated that you are planning to apply for the broadcast license of WBBY-FM, Westerville, Ohio, and this correspondence is to confirm that should the Federal Communications Commission award you the construction permit, Mid-Ohio Communications, Inc., the former licensee of WBBY-FM, is willing to negotiate appropriate leases with you for certain real property and personal property owned by Mid-Ohio Communications, Inc. or affiliated companies in the amount of Six Thousand Dollars (\$6,000.00) per month.

The real estate lease and equipment lease which would commence upon the FCC granting your construction permit would include the use of the tower site (tower and building) located at State Route 37, Sunbury, Ohio 43074; studio facilities located at 14 Dorchester Court, Westerville, Ohio 43081; and equipment utilized in the operation of the station. The equipment would include some or perhaps all of the equipment itemized in the inventory accompanying this correspondence. Failure to lease all of the equipment listed in the inventory will not result in a reduced lease package price. This correspondence conveys an intent to negotiate terms of lease agreements and does not in and of itself constitute lease agreements. Although it is contemplated that mutually acceptable terms will be negotiated in regard to the various leases, there is no guarantee of that occurrence.

Within sixty (60) days of the date of this letter, you must provide Mid-Ohio Communications, Inc. with a showing of financial qualifications satisfactory to Mid-Ohio Communications, Inc. for it to enter into the above-referenced leases. Mid-Ohio Communications, Inc. reserves the right to cancel this letter within sixty (60) days of receipt of your financial information. Notwithstanding the above, at the time you receive the construction permit, Mid-Ohio Communications, Inc. reserves the right to again review your financial condition to determine if you then have financial qualifications satisfactory to Mid-Ohio Communications, Inc. to enter into the above-referenced leases. In regard to a showing of financial strength, if the lessee is a corporation, the principals of lessee will have to personally sign unconditional guarantees in regard to the lease obligations.

Mid-Ohio Communications, Inc. hereby grants you the authority to specify WBBY-FM's transmitter location in your FCC application. We wish you the best of luck in your application for licensure being prepared for filing with the Federal Communications Commission.

Sincerely,**MID-OHIO COMMUNICATIONS, INC.****By: 
Carl B. Fry, Authorized Representative****Attachment**

ATTACHMENT 6

DECLARATION

I, Carl B. Fry, hereby state under penalty of perjury as follows:

1. I am the Authorized Representative for Mid-Ohio Communications, Inc. ("Mid-Ohio").

2. In December 1991, I issued letters on behalf of Mid-Ohio to various applicants for Mid-Ohio's former Westerville facility in regard to the lease of the tower site (tower and building) located at State Route 37, Sunbury, Ohio 43074 and studio facilities located at 14 Dorchester Court, Westerville, Ohio 43081 providing assurances that Mid-Ohio is willing to negotiate appropriate leases for the aforementioned real property.

3. I further indicated in my above-referenced correspondence that Mid-Ohio is willing to negotiate appropriate leases for certain personal property.

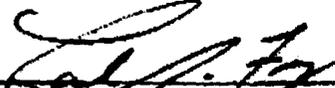
4. In regard to the personal property, Mid-Ohio provided no assurance concerning what itemized equipment in the inventory accompanying the correspondence would be available to the successful applicant. Although I indicated that the equipment would include some or perhaps all of the equipment itemized in the inventory, I made it clear that the failure to lease all the equipment listed in the inventory will not result in a reduced lease package price. At this time, I am not certain as to whether any of the equipment has been sold or otherwise disposed of. To the best of my knowledge, there are no plans to liquidate the equipment at this time.

5. Regardless of what equipment is available, the lease package price would not be reduced from six thousand dollars (\$6000.00) per month.

6. Although it is contemplated that mutually acceptable terms will be negotiated in regard to the various leases comprising the lease package, there is no guarantee of that occurrence.

MID-OHIO COMMUNICATIONS, INC.

DATED: 9/15/92

BY: 

CARL B. FRY, Authorized Agent

CERTIFICATE OF SERVICE

I, Dan J. Alpert, hereby certify that foregoing document was served on September 17, 1993 upon the following parties by First Class Mail, postage prepaid:

Hon. Walter C. Miller
Administrative Law Judge
2000 L Street, NW
Washington, DC 20554

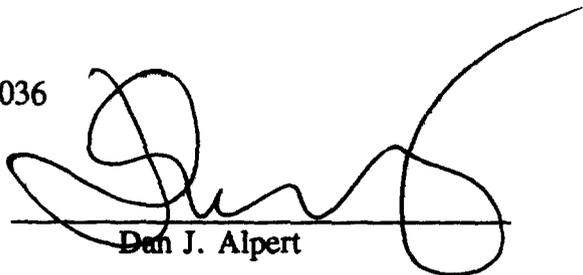
James Shook, Esq.
Hearing Branch
Federal Communications Commission
Room 7212
2025 M Street, NW
Washington, DC 20554

Arthur V. Belendiuk, Esq.
Smithwick & Belendiuk, P.C.
1990 M Street, NW
Suite 510
Washington, DC 20036

James F. Koerner, Esq.
Baraff, Koerner, Olender & Hochberg, P.C.
5335 Wisconsin Ave, NW
Suite 300
Washington, DC 20015-2003

Stephen T. Yelverton, Esq.
McNair & Sanford
1155 15th St., NW
Suite 400
Washington, DC 20005

Eric S. Kravetz, Esq.
Brown, Nietert & Kaufman, Chtd.
1920 N Street, NW
Suite 660
Washington, DC 20036



Dan J. Alpert