

DOCKET FILE COPY ORIGINAL

RECEIVED

OCT 12 1993

KAYE, SCHOLER, FIERMAN, HAYS & HANDLER

THE MCPHERSON BUILDING

901 FIFTEENTH STREET, N.W., SUITE 1100

WASHINGTON, D.C. 20005-2327

(202) 682-3500

FACSIMILE
(202) 682-3580

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

18TH FLOOR
NINE QUEEN'S ROAD CENTRAL
HONG KONG
(852) 845-8989

SCITE TOWER, SUITE 708
22 JIANGUOMENWAI DAJIE
BEIJING
PEOPLE'S REPUBLIC OF CHINA
(861) 512-4755

FACSIMILE
NEW YORK (212) 836-8689
WASHINGTON (202) 682-3580
LOS ANGELES (310) 788-1200
BRUSSELS (322) 514-4437
HONG KONG (852) 845-3682
(852) 845-2389
BEIJING (861) 512-4760

425 PARK AVENUE
NEW YORK, NY 10022-3598
(212) 836-8000

1999 AVENUE OF THE STARS
SUITE 1600
LOS ANGELES, CA 90067-6048
(310) 788-1000

SQUARE DE MEEÛS 30
1040 BRUSSELS, BELGIUM
(322) 514-4300

WRITER'S DIRECT DIAL NUMBER

(202) 682-3526

October 12, 1993

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W.
Room 222
Washington, D.C. 20554

Re: MM Docket No. 93-178
Howard B. Dolgoff
(File No. BPH-911223ME)

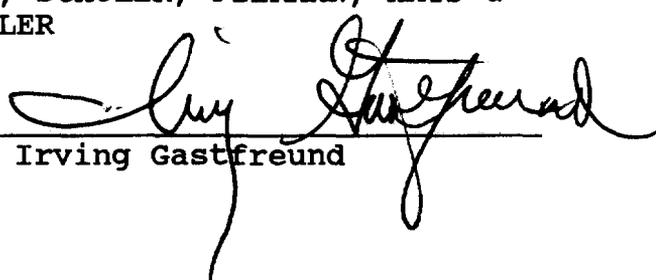
Dear Mr. Caton:

Submitted herewith for filing, on behalf of our client, Howard B. Dolgoff, an applicant in the above-referenced comparative hearing proceeding (MM Docket No. 93-178), are an original and six (6) copies of a Notification of Witnesses Desired For Cross-Examination on behalf of both Howard B. Dolgoff and Mark Renee Carter in the proceeding. Kindly refer this submission to Administrative Law Judge John M. Frysiak.

Please direct any inquiries concerning this submission to the undersigned.

Respectfully submitted,

KAYE, SCHOLER, FIERMAN, HAYS &
HANDLER

By: 
Irving Gastfreund

Enclosures

DOC #12090233

No. of Copies rec'd
List ABCDE

046

Federal Communications Commission

OCT 12 1993

WASHINGTON, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of)	MM Docket No. <u>93-178</u>
)	
HOWARD B. DOLGOFF and)	File No. BPH-911223ME
)	
MARK AND RENEE CARTER)	File No. BPH-911224MD
)	
For a Construction Permit For a)	
New FM Radio Station on Channel)	
292A in Miramar Beach, Florida)	

TO: Administrative Law Judge John M. Frysia

**NOTIFICATION OF WITNESSES DESIRED FOR
CROSS-EXAMINATION**

HOWARD B. DOLGOFF ("DolgoFF"), by his attorneys, pursuant to the procedures set forth in the Presiding Judge's Order Prior To Prehearing Conference, ___ FCC Rcd ___, FCC 93M-450 (ALJ released July 9, 1993), and pursuant to Section 1.248(d)(4) of the Commission's Rules, hereby provides notice that it requests for cross-examination at the forthcoming hearing in this proceeding the following two individuals: Mark Carter and Carol Renee Carter (hereinafter collectively the "Carters"). In support whereof, it is shown as follows:

The Carters are husband and wife, and both of them are proposed to be integrated full-time into the management of their proposed station. Both Mr. and Mrs. Carter have proffered sworn written testimony which they hope to be admitted in this proceeding. Their direct written testimony was exchanged on October 4, 1993. In the testimony of both Mr. Carter and Mrs.

Carter, each reiterates that the Carters proposed to install auxiliary power facilities both at their proposed studio and at their proposed transmitter site. See Carter Exhibits 1 and 2 at 1. In addition, while both Mr. and Mrs., Carter propose to work at their proposed station at least 40 hours per week, both Mr. and Mrs. Carter propose, in their respective testimony, to retain their business interest in a broadcast tower facility in Santa Rosa Beach, Florida and to remain self-employed on a part-time basis in that business. Id. at pp. 2-3. Both Mr. and Mrs. Carter claim that Mrs. Carter spends about two hours per week on tower business, while Mr. Carter spends about three hours per week on the business. Mrs. Carter states, in her written testimony, that she has four children. Carter exhibit 2, pp. 3-4.

Consistent with the provisions of Section 1.248()(4) of the Commission's Rules, cross-examination of Mr. and Mrs. Carter is required in order to develop a complete record to resolve material issues of decisional fact which cannot be resolved without oral evidentiary hearing procedures, and, in any event, the public interest requires such oral testimony so as to allow the Presiding Judge to gauge the demeanor of Mr. and Mrs. Carter.

In this regard, the Carters' claim that they propose auxiliary power facilities at both their proposed studio and at their proposed transmitter site is belied by their budget, a copy

of which is annexed hereto as Exhibit 1. That document was supplied to Dolgoff by the Carters during the discovery phase of this proceeding. Although that document lists all of the Carters' proposed equipment for their station, no listing is made of any auxiliary power equipment, and none has been budgeted for by the Carters. See Exhibit 1, infra. Given this discrepancy, the facts can only be properly adduced via cross-examination. Absent such cross-examination, the comparative credit which the Carters seek for auxiliary power facilities must be denied.¹

Furthermore, as noted above, the Carters propose to retain their interest in their tower business. This fact, per se, requires evidentiary exploration through cross-examination. See Blancett Broadcasting Co., 17 FCC 2d 227, 230 (Rev. Bd. 1969), where the Review Board held that:

"... the very existence of ... other [business] interests renders questionable [integration] commitments in the absence of an additional showing by the applicant of the reliability of its integration proposal in order to support the preference sought. [Emphasis added.]"

Id.

¹ Furthermore, the budget set forth as Exhibit 1 hereto lists total land acquisition costs for the Carters' transmitter site at \$40,000. However, another document supplied by the Carters during discovery, a copy of which is set forth as Exhibit 2 hereto, shows total land acquisition costs at \$80,400. This discrepancy also requires cross-examination to test what steps the Carters actually took in preparing the budget for their proposed station.

See also Naquabo Broadcasting Co., 6 FCC Rcd 4879, 4880 (1991)
(quoting Blancett and denying integration to an applicant,
despite the principal's vow to turn management functions of a
retained business over to others). Similarly, Mr. and Mrs.
Carter's time spent caring for their four minor children (whose
ages are not provided) must be explored in cross-examination, to
test whether each of them truly can effectuate his/her full-time
integration proposal.

In light of all the foregoing, cross-examination of both Mr.
and Mrs. Carter is required in the public interest and is
respectfully requested.

Respectfully submitted,

HOWARD B. DOLGOFF

By: 

Irving Gastfreund

Kaye, Scholer, Fierman, Hays &
Handler
The McPherson Building
901 15th Street, N.W., Suite 1100
Washington, D.C. 20005

His Attorneys

October 12, 1993

Exhibit 1

NEW FM EQUIPMENT LIST

Miramar Beach, Florida Channel 292A

Transmitter (3.5-5.0KW)	\$35,000
Transmission Line (340')	
with hangers	\$ 2,500
Tower (340') New	\$25,000
Used	\$12,500
STL	\$10,500
STL antennas	\$ 500
STL cable	\$ 1,000
Equipment racks (2)	\$ 500
FM Monitors (TFT)	\$ 3,595
Remote Control (Gentner)	\$ 2,995
EBS monitor	\$ 540
Transmitter line dehydrator	\$ 1,200
Cutting Edge Unity Processor	\$ 7,995*
Wire and accessories	\$ 1,000
CD Auto Segue and CD players	\$ 3,200
Digital Audio Tape Machines (2)	\$ 1,995
Blank DAT tapes	\$ 600
LPB Console Board (6 mix)	\$ 4,195
CD Players (production) (2)	\$ 250
Cassette Deck (production)	\$ 100
Turntable with tonearm and preamp	\$ 300
Microphones (3)	\$ 800
Reel to Reel machine (Otari 50-50)	\$ 2,595
Speakers (4)	\$ 600
Studio Wiring and Installation	\$ 2,000
Transmitter Building with air conditioning and fencing	\$10,000
Digital DJ Computer and software	\$ 7,000
Land (4 acres) for tower	\$ 40,000
Clearing and road to building	\$ 5,000
<hr/>	
subtotal	\$183,460

**with start-up costs and first three
months station operation

\$250,000

Exhibit 2

RECEIPT FOR DEPOSIT - ORDER TO PURCHASE - CONTRACT FOR SALE
EMERALD COAST ASSOCIATION OF REALTORS
 of South Okaloosa-Walton Counties, Inc.



FOR USE BY MEMBERS ONLY

COPY

DATE 5/1/92

RECEIPT is hereby acknowledged for SEAGRAVE ON THE BEACH REALTY, INC.
 a Licensed Real Estate Broker, hereinafter called REALTOR,
 BY: DAVID KRAMER David Kramer
MADE OF AGENT SIGNATURE OF AGENT

THE SUM OF ONE THOUSAND FIVE HUNDRED Dollars (\$ 1,500.00) check cash other

as an earnest money deposit (EMD)
 FROM: MARK & RENEE CARTER hereinafter called Buyer

on account of offer to purchase the property of MR & MRS. Gregory Meyer hereinafter called Seller

Said property situated in County of Walton State of Florida.

Address: EAST OF MACK BAYOU Rd.

Legal Description: EAST 528' of Lot 27, Sec. 27, T2S, R21W

PURCHASE PRICE	\$ 80,400.00
*PLUS ESTIMATED CLOSING COSTS	\$ 600.00
EQUALS ACQUISITION COSTS (FHA Only)	\$ -
PLUS VA FUNDING FEE, FHA MIP OR PMI	\$ -
PLUS PRE-PAID ITEMS, EXCLUSIVE OF PREPAID INTEREST	\$ -
EQUALS TOTAL TRANSACTION PRICE	\$ 81,000.00
LESS (FHA/VA/CONV) MORTGAGE LOAN	\$ -
LESS ESTIMATED MTG. BALANCE TO BE ASSUMED	\$ -
**LESS DEFERRED PAYMENTS TO SELLER	\$ 64,320.00
EQUALS ESTIMATED TOTAL CASH REQUIREMENTS	\$ 64,920.00
LESS EMD RECEIVED. (1st Year Lease Pymt.)	\$ 1,500.00
LESS ADDITIONAL EMD ON OR BEFORE	\$ -
EQUALS ESTIMATED BALANCE DUE AT CLOSING	\$ 63,380.00

**Deferred Pmts
 Seller to finance \$64,320
 for 10 years @ 10% with
 Buyer making 120 equal mo
 thly payments of \$850.00
 Note to be secured by A
 mortgage. No penalty for
 prepayment.
 \$ _____ Estimated Monthly Payment
 @ 10 % 10 Yrs.

*1. a DISCLOSURE: At such time as this transaction is closed, certain sums may be required from the buyer in the form of closing costs. Listed below are the major closing cost items ordinarily found in a transaction. Checked are those items which may be payable pursuant to the contract which you are about to sign. The estimated total of these closing costs and prepaid items to be paid by Buyer (not including prepaid interest) is approximately: \$ _____

	To Be Paid By Seller	To Be Paid By Buyer		To Be Paid By Seller	To Be Paid By Buyer		To Be Paid By Seller	To Be Paid By Buyer
Appraisal Fee			Lender's Charges			Discount Points, Mortgage		
Credit Report			Transfer Fee, Mortgage			VA Funding Fee		
Survey	X		Doc/Agmt., Doc. Stamps	X		MIP/PMI		
Tenant Inspection			Doc Recording Fee		X	Escrow, Taxes, Ins., Etc.		
Home Warranty			Mtg. Note, Doc. Stamps		X	Hazard Insurance		
Pool Inspection			Mtg. Intangible Tax		X			
Owner's Title Insurance	X		Mtg. Recording Fee		X			
Mtgan's Title Insurance			Origination Fee, Mortgage					

b. SEPARATE DISCLOSURES: Buyer acknowledges receipt of a separate disclosure of agency, agency compensation and radon gas.
 2. PRORATIONS: All tax assessments for the current year, other assessments, rentals, monthly mortgage insurance premiums, and interest on existing mortgages (if any) shall be pre-rated as of the date of closing. If purchase price includes the assumption of a mortgage with funds in escrow for payment of taxes, insurance, association fees or other charges, the Buyer agrees to reimburse the Seller for said escrow funds assigned to Buyer at closing, with all mortgage payments to be current at the time of closing. (If taxes and other items are not to be pre-rated, specify agreement as to such items.)

STANDARD

- IF LOAN BEING APPLIED FOR: Buyer will make prompt, diligent, and continuing efforts to qualify for said mortgage including furnishing the mortgage company all requested information, affidavits, instruments, statements, etc. incidental to qualifications. After a reasonable time if Buyer is unable to qualify, he shall be refunded his earnest money deposit less all cost incurred on his behalf such as credit report, phone calls, appraisal fee, etc. and all parties shall be relieved of all responsibilities under this contract. A financing addendum has been attached to this contract.
- EVIDENCE OF TITLE: It is recommended that the Buyer obtain for his protection a title insurance policy or an attorney's opinion of title. The Seller is under no obligation to furnish at his expense either an abstract of title, abstract continuation, or title insurance policy unless he so agrees.
- EXAMINATION OF TITLE: The Buyer shall have 15 days from receipt to examine evidence of title. In the event examination proves the title to be unmarketable, the Seller shall have a reasonable period of time within which to cure the designated defects in the title that render the same unmarketable. The Seller hereby agrees to make every diligent effort to clear the title defects. Upon being cured and notice of the fact being given to the Buyer, this transaction shall be closed within 15 days of delivery of notice or as specified in para 12. Upon Seller's failure to correct the unmarketability of the title, at the option of the Buyer, the Seller shall deliver the title in its existing condition. Otherwise the REALTOR, or the Seller, holding the herein mentioned earnest money deposit shall return the same to the Buyer upon demand and shall return the evidence of title to the Seller and all rights and liabilities on the part of the Buyer arising hereunder shall terminate. In the event the Seller is able to furnish a title insurance binder or other evidence of the marketability of title without exceptions other than normal utility easements, current taxes, etc., this shall be proof of the marketability of title and Buyer shall accept said title.
- CONVEYANCE: Conveyance of title shall be by Warranty Deed; Conveyance of leasehold shall be by Assignment. Conveyance shall be free and clear of all encumbrances and liens of whatsoever nature, except as herein otherwise provided.
- IF NEW HOME TO BE BUILT: The Seller agrees to cause said dwelling to be completed and ready for occupancy by the Buyer within N/A months from the date of the contract, weather permitting. In the event said dwelling is not completed within the time above specified, the Seller or the REALTOR shall, at the option of the Buyer, refund, to the Buyer the aforementioned earnest money deposit and this contract shall thereupon be null and void. The contract price includes costs of construction loan financing. The Seller agrees to pay any special assessments for improvement bonds on the real property herein described including those payable in the future, for improvements included in the plans and specifications on file. All fees for special assessments or improvement bonds otherwise incurred or imposed shall be paid for by Buyer. It is agreed the final compliance inspection report shall constitute sufficient evidence of completion of the building and other improvements specified in the plans. Insurance has been or will be installed in the new residence per specifications provided by the builder.

- 8. **INSPECTIONS:** All heating, air conditioning, electrical, plumbing, appliances and other: _____ shall be in working order at the time of closing. Buyer shall satisfy himself as to the normal working order of these items prior to closing.
- 9. **SURVEY:** If the Buyer desires a survey, the property shall be surveyed at SELLER expense prior to closing. If the survey shows an encroachment, the same shall be treated as a title defect.
- 10. **NO REPRESENTATIONS, guarantees, or warranties** of any nature whatsoever which are not herein expressed have been made by any party hereto or their representatives. This contract is the only agreement between the parties. Both the Buyer and Seller acknowledge that any other statement, oral or written, is not a material representation on which this contract is based. The Multiple Listing Service (MLS) data should not be relied upon.
- 11. **OCCUPANCY** will be given BUYER on CLOSING. If Buyer takes occupancy before closing, or Seller continues occupancy after closing, it shall be by separate agreement.
- 12. **CLOSING:** This transaction shall be closed approximately SEE ADDENDUM TIME MAY BE MADE THE ESSENCE of this contract by notice in writing, stipulating a reasonable time for further performance. Any notice necessary under this agreement may be sent by mail to the last known address of the party to be notified.
- 13. **TERMITE CLAUSE:** Within N/A days after the date of this agreement at N/A expense, the Buyer shall have the right to have the property inspected by a Florida Certified Pest Control Operator to determine if there is any active termite infestation or visible existing damage from termite infestation in the improvements. ("Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act.) If either or both are found, Seller shall pay all costs of treatment and repair of said improvements which have been damaged. PROVIDED, HOWEVER, in the event costs to be incurred are more than two percent (2%) of purchase price, the Seller may declare this agreement null and void and all monies deposited will be refunded, or the Seller may offer to convey said property in its present condition with the price reduced by the estimated costs to be incurred. In the event the Buyer refuses to accept said property in its present condition with the purchase price reduced by the estimated costs to be incurred, then the Buyer shall so notify the Broker and Seller, in writing, within N/A days of the offer, and this agreement will be considered null and void and all monies will be refunded. Otherwise, the same shall be in full force and effect.
- 14. **ROOF CLAUSE:** Within N/A days after the date of this agreement, at Buyer's expense, Buyer shall have the right to have the roof inspected by a licensed roofer or licensed general contractor to determine whether there is visible evidence of leaks or damage (including fascia and soffits). If either or both are found, Seller shall pay all costs of repairs to said roof. PROVIDED, HOWEVER, in the event the costs to be incurred are more than two percent (2%) of the purchase price, the Seller may declare this agreement null and void and all monies deposited will be refunded; or the Seller may offer to convey said property in its present condition with the purchase price reduced by the estimated costs to be incurred. In the event the Buyer refuses to accept said property in its present condition with the purchase price reduced by the estimated costs to be incurred, then the Buyer shall so notify the Broker and Seller, in writing, within N/A days of the offer, and this agreement will be considered null and void and all monies will be refunded, otherwise, the same shall be in full force and effect.
- 15. **HOME WARRANTY:** The Buyer has been offered a Home Warranty Policy. The Buyer (accepts/declines) this coverage. The premium for this protection is to be paid by the (Buyer/Seller). (Agent/Subagent) (will/will not) receive compensation.
- 16. **FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified (including payment of all deposits hereunder), the deposit(s) paid by Buyer may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon Buyer and Seller shall be relieved of all obligations under Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.
- 17. **PAYMENT OF EXPENSES:**
 - a. If this transaction fails to close through no fault of Seller, all loan and sales processing and closing costs incurred, whether the same were to be paid by Seller or Buyer, shall be the responsibility of Buyer, and the costs shall be deducted from the binder deposit. (This shall include but not be limited to: the transaction not closing because Seller elects not to make a mortgage loan to Buyer after evaluating Buyer's credit, employment and financial information; Buyer is unable to obtain the required third party financing as provided for in this Agreement; or Buyer breaches this Agreement.)
 - b. If this transaction fails to close through no fault of the Buyer, all loan and sales processing and closing costs incurred, whether the same were to be paid by Seller or Buyer, shall be the responsibility of Seller; and Buyer shall be entitled to the return of the binder deposit. (This shall include but not be limited to: the transaction not closing because Seller is unable or unwilling to complete the transaction for a qualified Buyer; the property does not appraise for an amount sufficient to enable the lender to make the required loan; Seller cannot deliver a marketable title; or Seller breaches this agreement.)
- 18. **ATTORNEY FEES OR COSTS:** In any action arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 19. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS** inserted in this form shall supersede any and all printed provisions in conflict therewith.

SEE ADDENDUM - ATTACHED

Subject to Buyer Attorney Review & Approval.

20. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Homeowners/Homebuyers Dispute Resolution System. Disputes shall include representations made by the Buyer, Seller or any Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this contract pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.
By initialing in the place below, you hereby acknowledge that you have received, read and understand the standard announcement brochure for the Homeowners/Homebuyers Dispute Resolution System and agree to submit disputes as described above to mediation.

Buyer's Initials: ix Seller's Initials: gscm, J/S

TIME FOR ACCEPTANCE; EFFECTIVE DATE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before MAY 10, 1992, the deposit(s) will, at Buyer's option, be returned to Buyer and the offer withdrawn. The date of this contract ("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.

WITNESS: _____
 _____ (SEAL)
 _____ (SEAL)
 I, (we), agree to sell the above mentioned property to the above named Buyer or his Nominee on the terms and conditions stated in the above instrument and by the signature attached on the 18 day of MAY, 19 92, signify our acceptance and approval of the proposed sale.
WITNESS: Judith A. Clef _____
 _____ (SEAL)
 _____ (SEAL)
SELLER: I (we) have read this contract prior to signing it.
Gregory C. Meyer _____ (SEAL)
Debra J. Meyer _____ (SEAL)

ADDENDUM

This Addendum is entered into on the dates below written by and between Mark Carter and wife, Renee Carter (hereinafter referred to as Buyer) and Mr. and Mrs. Gregory Meyer (hereinafter referred to as Seller) and the parties agree as follows:

1. Buyer shall be entitled to lease the subject property from Seller for a period of one year from the date of execution of this agreement at a rental rate of \$1,500.00 per year. Buyer shall have the right to renew this lease for four additional one year terms at the same \$1,500.00 annual rental rate. Buyer shall notify Seller in writing at least 30 days in advance of the termination of each rental term of his intent to renew the lease for an additional one year term. If Buyer exercises his option to purchase the subject property than the total amount of lease payments paid to Seller during the lease terms shall be applied and credited towards the purchase price.

2. During the term of the lease described above or any other renewal or extension thereof, Buyer shall have the exclusive option to purchase the subject real property on the terms and conditions set forth in the purchase agreement to which this Addendum is attached. Buyer shall exercise this option to purchase by providing Seller and Seller's real estate broker/agent with written notification of his intent to exercise this option to purchase. The sale of the real property shall then close within sixty days of the date that Buyer gives Seller written notice of his intent to exercise this option to purchase. If Buyer chooses not to exercise this option to purchase, then he shall deliver written

MDC CRC

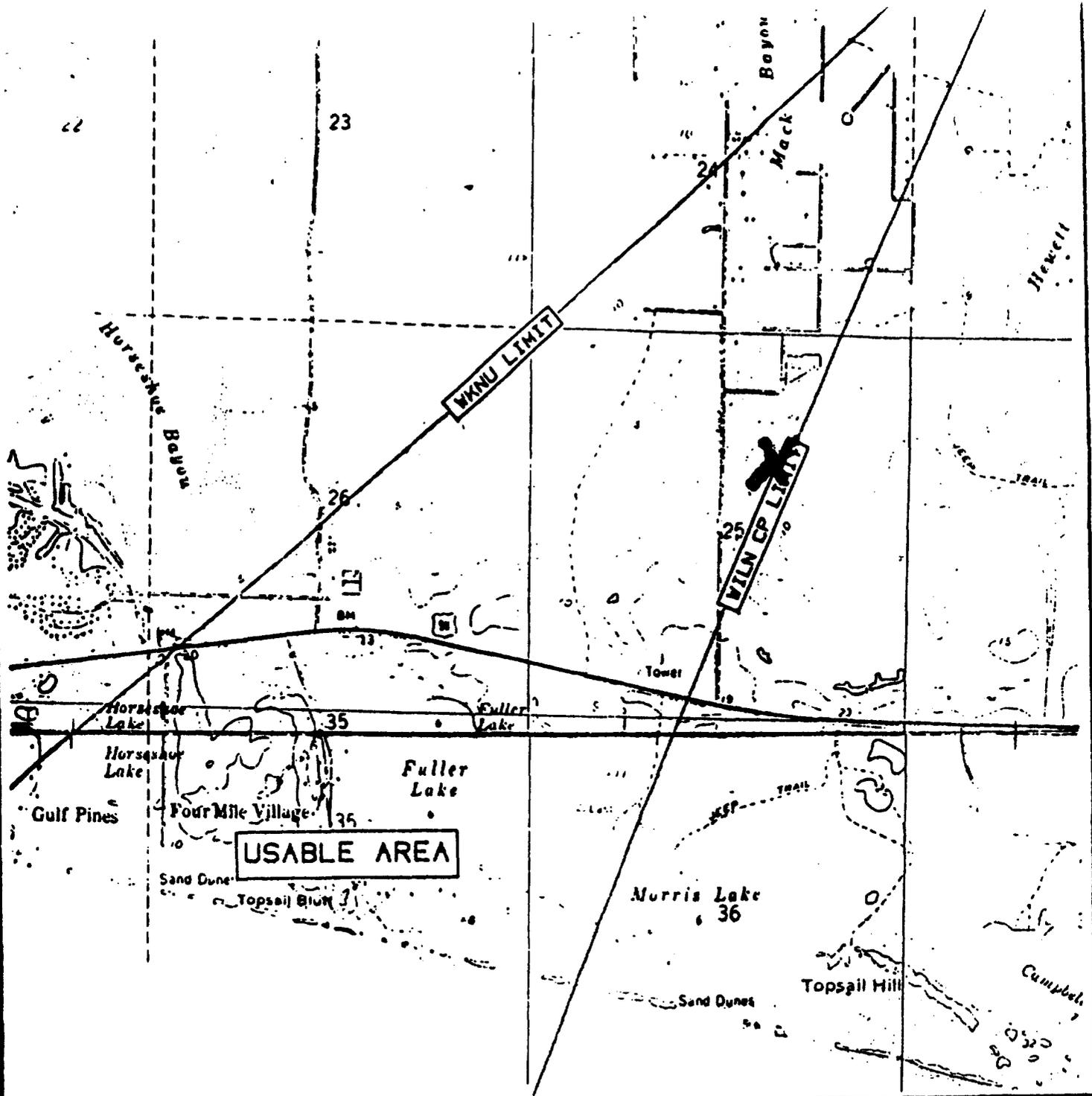
notice to Seller of his intent to not exercise this option and within 10 days of the date of said notice, Seller shall refund to Buyer all monies that Buyer has paid to Seller as and for rental payments.

3. The parties acknowledge that Buyers are planning on using the subject real property as a radio tower site and that Buyers anticipate requiring approximately 3.5 to 4 acres of land for this purpose. The \$80,400.00 purchase price is based upon Buyer purchasing four acres at \$20,100.00 per acre. If Buyers determine that they will not require the full four acres, then they shall be entitled to purchase less than the full four acres and the purchase price will be adjusted according to a formula of \$20,100.00 per one acre. In any event, Buyer shall not be entitled to purchase less than 3.5 acres.

4. The parties acknowledge that the subject real property is land locked and therefore, Seller shall provide Buyer with a 20 foot easement for ingress, egress and utilities along the north boundary line of lot 27. If Buyer exercises his option to purchase, then at closing this easement shall be granted to Buyer by the appropriate deed, easement or other instrument.

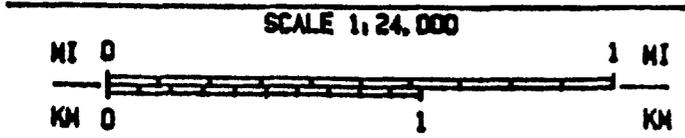
5. If Buyers receive final FCC approval to build a radio tower with FM frequency, then Buyers shall have 90 days from the FCC final order to exercise their option to purchase. Buyers agree that they shall not perform any construction upon the subject real property until such time as they exercise option to purchase and close the purchase of the property.



USABLE AREA CHANNEL 292

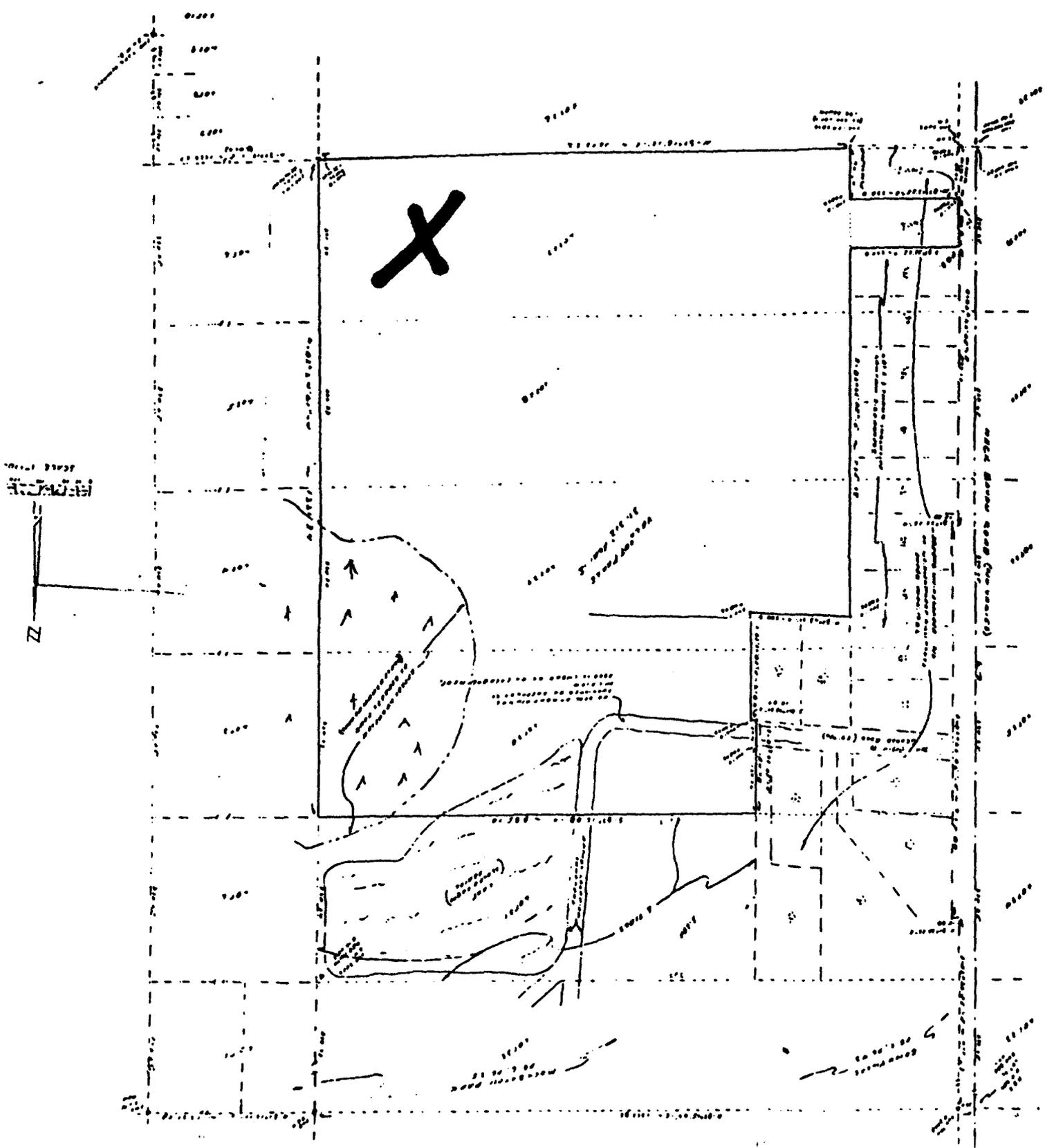
YELLOW BORDERED AREA IS USABLE AREA.
 MAP IS A USGS 1:24,000 SCALE.



USABLE AREA STUDY
MARK CARTER
CH 292A - 106.3 MHZ - 3 KW
SANTA ROSA BEACH, FLORIDA

DECEMBER 1988

BROMO COMMUNICATIONS, INC.
 P.O. BOX M
 ST. SIMONS ISLAND, GA 31522
 (912) 638-5608



CERTIFICATE OF SERVICE

I, Mary Odder, a secretary with the law firm of Kaye, Scholer, Fierman, Hays & Handler, hereby certify that on this 12th day of October, 1993, have caused a copy of the foregoing Notification Of Witnesses Desired For Cross-Examination to be hand-delivered or to be sent via first-class United States mail, postage prepaid, to the following:

Honorable John M. Frysiak*
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W.
Room 223
Washington, D.C. 20554

Paulette Laden, Esq.*
Hearing Branch, Enforcement Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W.
Room 7212
Washington, D.C. 20554

Chief Counsel, AGC 230
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D.C. 20591

Frank J. Martin, Jr., Esq.*
Southerland, Asbill & Brennan
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2404
Counsel for Mark and Renee Carter


Mary Odder

*/ Via Hand-Delivery