

RAINBOW BROADCASTING Co.
c/o Joseph Rey
151 Crandon Blvd., #110
Key Biscayne, Florida 33149

Rainbow Ex 7

1

Mr. Richard Edwards
Gannett Tower Company
P.O. Box 2168
Miami, Florida 33055

RECEIVED

JUL 11 1996

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

January 30, 1990

Dear Rick:

In order to provide you with the antenna mounting and building information you requested, it is necessary for me to obtain additional data about the tower and proposed building.

For the antenna mounting I need to know the guy azimuths, tower face width and details of the tower sections where our antenna will be located in order to provide you with the face we want to use to mount the antenna. I understand from my consultants that we need the sizes and locations of all tower members, conduits, transmission lines and guy wires. Additionally, are tower erection drawings available? Is the tower equipped with extra holes and brackets for the transmission lines or will these have to be provided? How do you envision our waveguide being run?

Regarding the building construction we would need to know the following:

1. What material will the building be constructed from?
2. What will be the room dimensions and the clear ceiling height of the other rooms you are planning?
3. A site plan showing the proposed new structure in relation to the tower. Please indicate the proposed space for Rainbow's transmitting equipment.
4. Who will provide the waveguide bridge?
5. How will the bidding be done on the building; competitive or between selected contractors?
6. Will we have the ability to review the construction contracts prior to them being executed?
7. Will all rooms be identical in construction and size?
8. Are slabs for the heat exchangers provided? If so please indicate their proposed location.
9. What is the capacity of the present stepdown transformer?
10. What type of ground system exists presently; is it Chem-Rods or similar? Is a plan available?

Should you need to talk to me, you can reach me at 361-8223.

Regards,



Joseph Rey
Partner

JR/ws

Federal Communications Commission

Docket No. CC 95-172 Exhibit No. 7

Presented by Rainbow Broadcasting

Disposition } Identified X
 } Received X 98 6-27-96
 } Rejected _____

Reporter J.S. MS

Date 6-25-96

RAINBOW BROADCASTING Co.
c/o Joseph Rey
151 Crandon Blvd., #110
Key Biscayne, Florida 33149

2

Mr. Richard Edwards
Gannett Tower Company
P.O.Box 2168
Miami, Florida 33055

August 10, 1990

RE: Construction of WRBW TV

Dear Rick:

As you are aware, Rainbow Broadcasting Co. now has a clear path to construct the facility and it is our desire to proceed as quickly as possible. In previous correspondence we had requested specific information regarding the tower structure, as well as data required for a transmitter building. To date we have not received an answer to the letter of January 30, 1990. Since we cannot afford to wait any longer, we have decided to construct our own transmitter building. We are looking at O. J. Jorgensen as the architect, Crown General Contractors, Inc. as the contractor, Pedersen Electric, Inc. as the electrician, and Ferren Engineering for the HVAC.

Crown has built four transmitter buildings in Florida and has managed construction projects in New Orleans and Charlotte. Pedersen has built six transmitter sites, as well as continuing to service multiple south Florida broadcast facilities. Ferren has also constructed several transmitter facilities, as well as continuing services to broadcasters.

Enclosed are preliminary plans of the building that will be needed to house the WRBW transmitter. This building is easily expandable. Since we are the oldest tenant not on the air on your tower and since WRBW channel 65 will be the highest frequency in use at the site, we require the closest location possible to the tower. I understand that the building should be at least 100' from the tower base to accommodate expansion of the transmission line.

Please provide the tower information requested previously, as well as a plot plan of your site showing the proposed placement of our building.

Rick, we want to apply for a building permit soon and must request that you respond to this letter as soon as possible.

Regards,


Joseph Rey
Partner

ENCLOSURES

FILE COPY

2 OF 3
SHEET

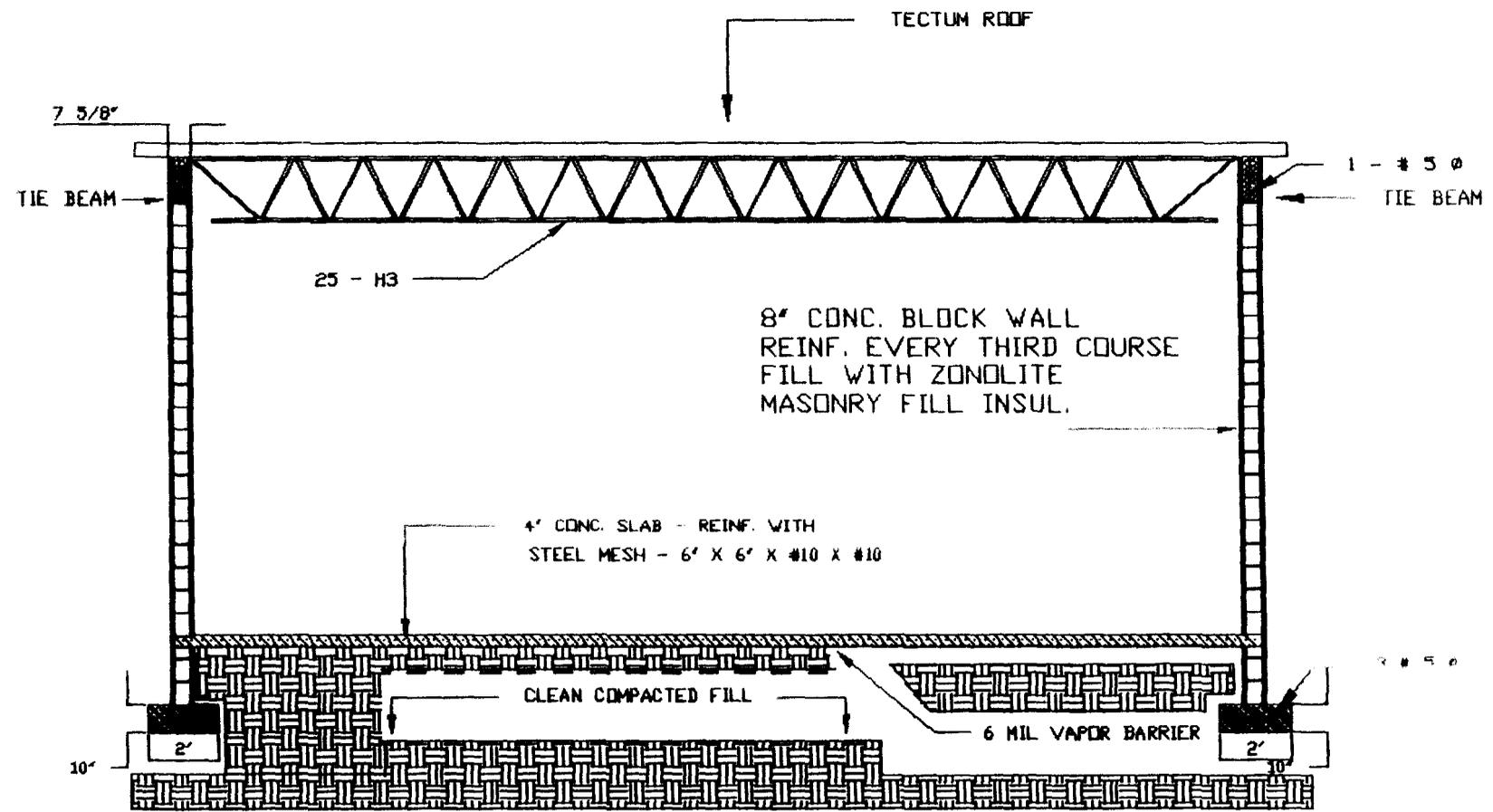
PROJECT



DATE 06/18/88
DRAWN BY
CHECKED BY
FILE NO.

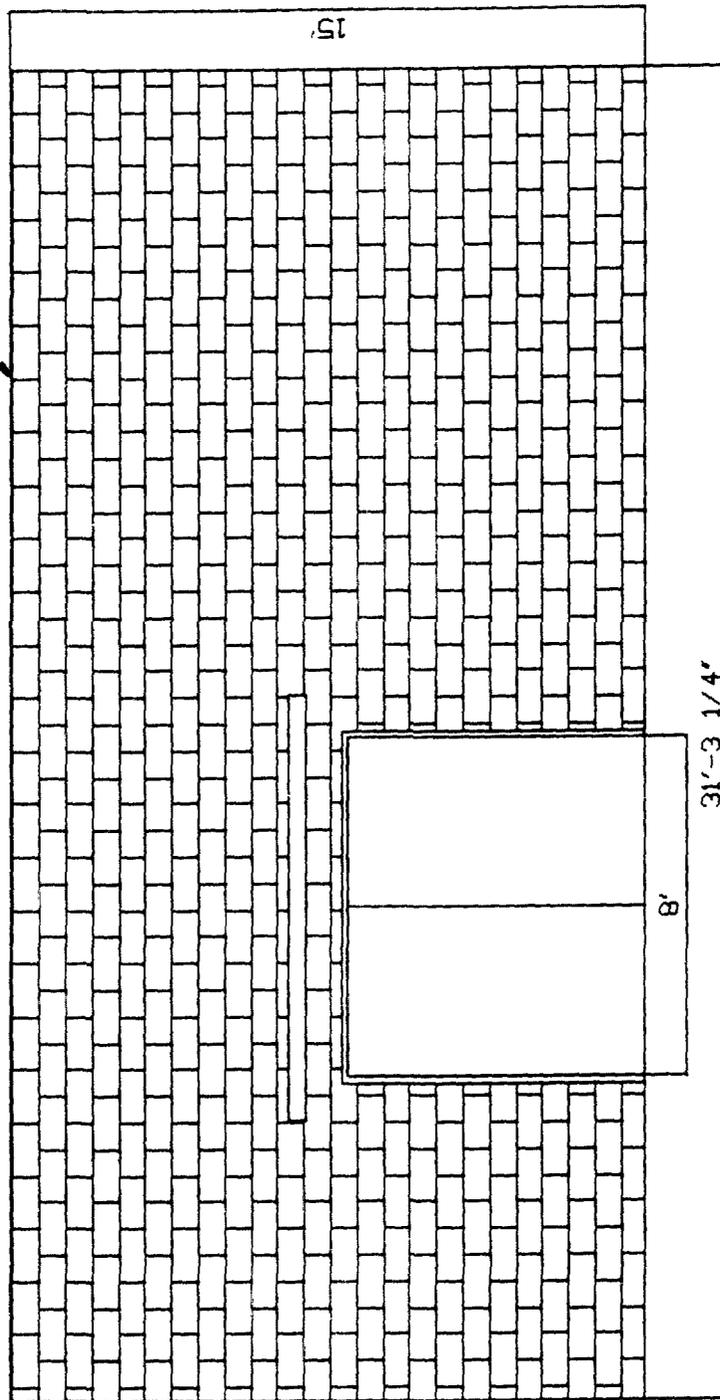
RADIO BROADCASTING
PROPOSED TRANSMITTER BUILDING
DAWES COUNTY, OKLAHOMA, FL
VARS 74-88

NO.	REVISION	DATE BY



SECTION

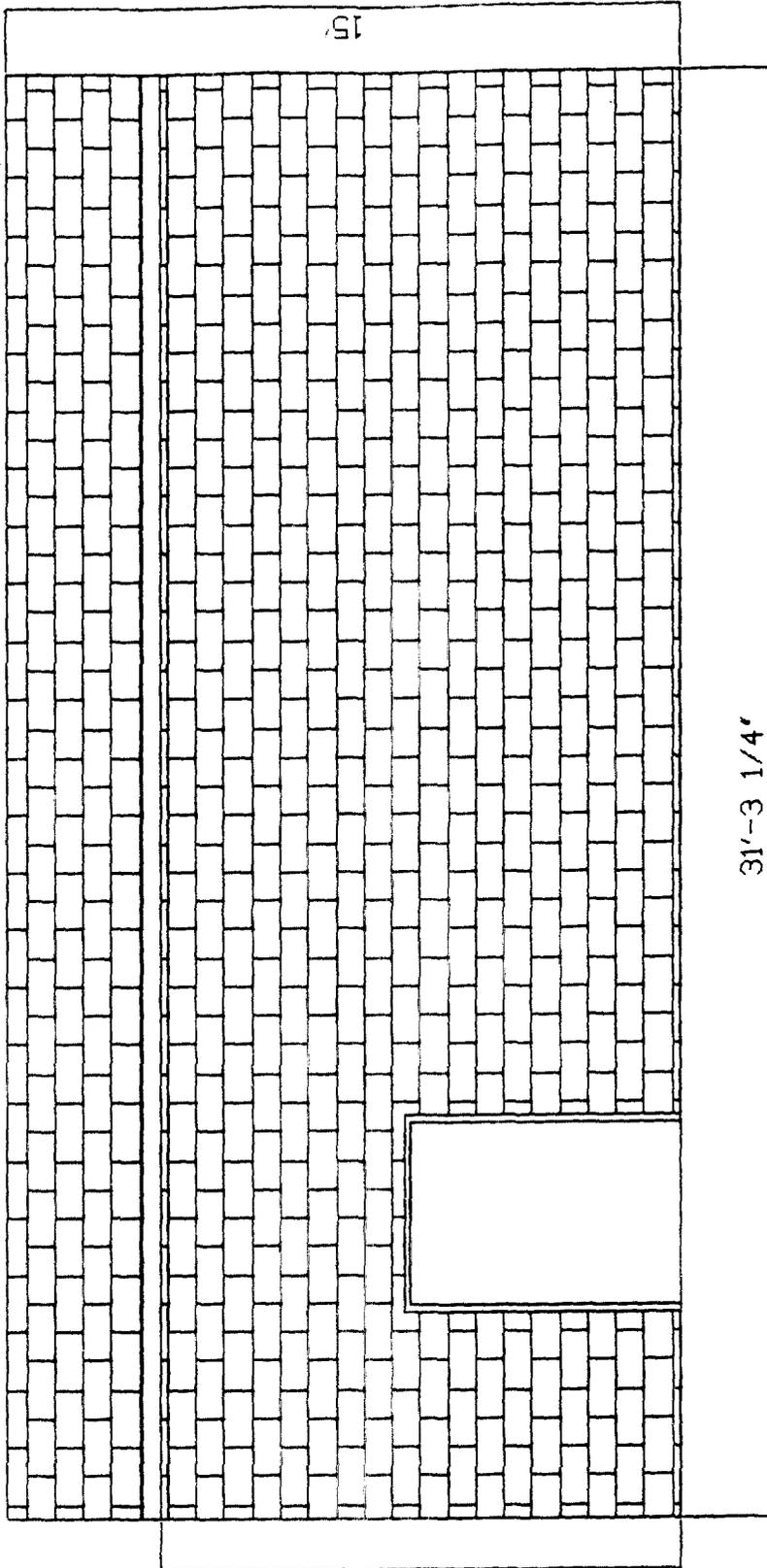
STUCCO OVER BLOCK



FRONT ELEVATION

SHEET 4 OF 5	PROJECT	DATE: 06/18/90	RAINBOW BROADCASTING PROPOSED TRANSMITTER BUILDING ORANGE COUNTY, ORLANDO, FL. VIEW TV-66	NO.	REVISION	DATE BY
		DRAWN: DLH				
		CHECKED:				
		FILE NO.				

Roof over external equipment



31'-3 1/4"

REAR ELEVATION

SHEET
5 OF 5

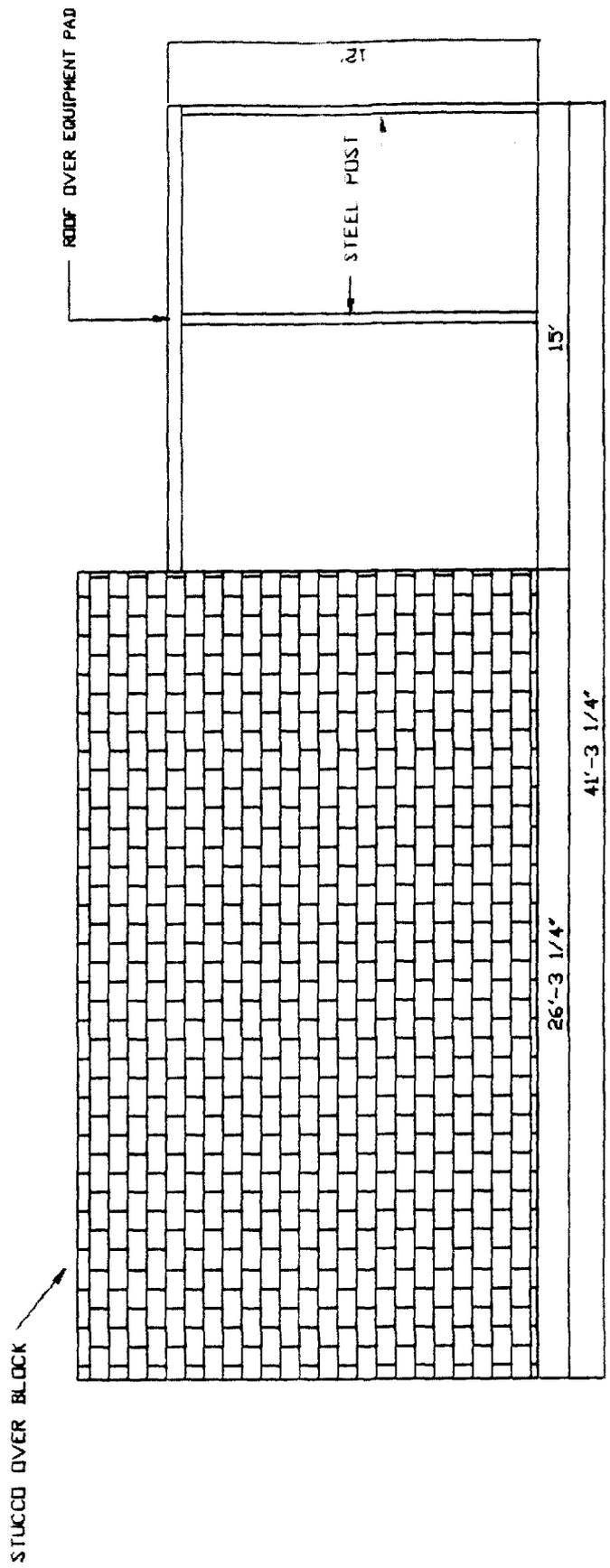
PROJECT



DATE: 06/18/50
DRAWN: DLH
DESIGNED:
CHECKED: DLH
P.L.C. NO.

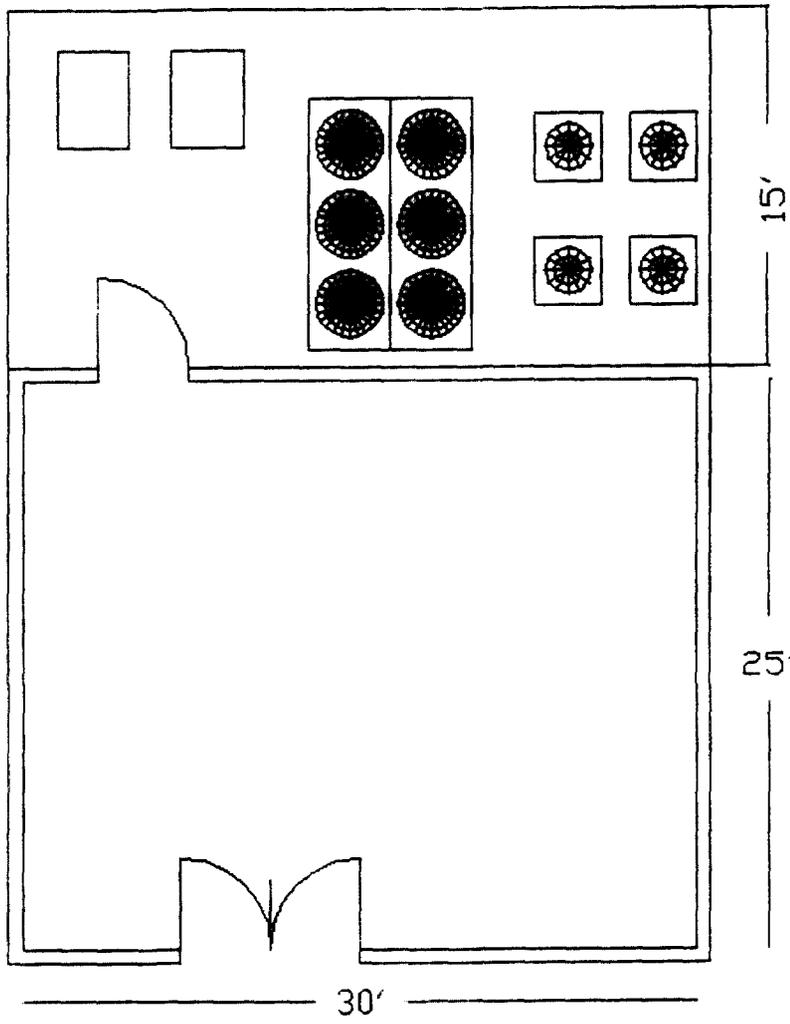
RAINBOW BROADCASTING
PROPOSED TRANSMITTER BUILDING
ORANGE COUNTY, ORLANDO, FL.
WFTS-TV-35

NO.	REVISION	DATE	BY



SIDE ELEVATIONS

SHEET 3 OF 5	PROJECT		DATE: 08/18/88	RAINBOW BROADCASTING PROPOSED TRANSMITTER BUILDING ORANGE COUNTY, ORLANDO, FL. WISN TV-65	NO.	REVISION	DATE	BY
			DRAWN: DLH					
DESIGNED:								
CHECKED: DLH								
FILE NO.								



30'
FLOOR PLAN

SHEET 1 OF 4	PROJECT	DATE: 05/15/90	RAINBOW BROADCASTING PROPOSED TRANSMITTER BUILDING ORANGE COUNTY, ORLANDO, FL WRBW-TV-65	NO.	REVISION	DATE	BY
		DRAWN: DLH					
		CHECKED: DLH					
		FILE NO.					

RAINBOW BROADCASTING CO.
c/o Joseph Rey
151 Crandon Blvd., #110
Key Biscayne, Florida 33149

8

110
Mr. Richard Edwards
Gannett Tower Company
4330 N.W. 207 Street
Miami, Florida 33055

August 24, 1990

RE: Rainbow Broadcasting lease with
Bithlo Tower Company dated 1/6/86

Dear Rick:

I recently received from you the blueprints of the transmitter building addition, and was surprised that the original plans were dated June 12, 1990, and yet they were not shown to me until this week. Previous agreements with the landlord assured us of a priority position. Of course, Rainbow wants the closest, straightest, most direct, cheapest route from its transmitter building to the antenna. Your blueprints show a room designated "TYP. TRANSMITTER ROOM". It is a space apparently allocated for equipment and a "quiet room". Assuming that this plan is acceptable to Rainbow, then we would expect that this particular room (position) would be allocated to Rainbow, and the other "TV TRANSMITTER" room is for some future TV user.

As you know, we are anxious to proceed with construction as rapidly as possible so that we can be operational by at least mid-1991. Any unnecessary delay can result in significant damages to us. Since the completion of the transmitter building is the first step (before equipment can be installed, etc.) it is essential that we reach an agreement immediately as to the plans and the approval of our designated contractor. We have received no response to our letter of January 30, 1990, including the questions referred to therein which are essential to our planning. We also need approval of our designated preferred contractor. TIME IS OF THE ESSENCE, and we need an immediate response.

I would suggest that a meeting take place within the next two weeks, with us, our engineers and attorneys present, to address the matters contained herein, including our specific location on the tower. We need to set forth a timetable for the completion of the design of the transmitter building and its construction.

Thank you for your attention to this letter and your immediate response.

Sincerely,


Joseph Rey
Partner,
Rainbow Broadcasting Co.

CERTIFIED MAIL, RETURN RECEIPT REQUESTED
cc: Regular Mail

FILE COPY

Rainbow Broadcasting Co.
c/o Joseph Rey
151 Crandon Blvd., #110
Key Biscayne, Florida 33149

9

Mr. Richard Edwards
Gannett Tower Company
4330 N.W. 207 Street
Miami, Florida 33055

September 17, 1990

RE: Backup generator space at the Bithlo tower

Dear Rick:

As we discussed during our meeting last Thursday, Rainbow Broadcasting Co. definitely plans to include a backup generator in its RF plant. Consequently we want to reserve the existing space available for that purpose at the Bithlo tower site. Currently we are planning to install a 500 kw generator in that space.

I am sending you this letter of confirmation for the generator space because you mentioned that the space would be available on a first come first served basis and I want to make sure that it is clear that we intend to have a backup generator and therefore require the existing space.

It was good to see you last Thursday and, as we indicated, we will be getting back to you shortly with our comments on the drawings of the proposed transmitter building addition.

Thank you for your cooperation in this matter.

Sincerely,

Joseph Rey
Partner.
Rainbow Broadcasting Co.

cc: Doug Holland

FILE COPY

LAW OFFICES
FROMBERG, FROMBERG AND LEWIS
 A PROFESSIONAL ASSOCIATION

SUITE 300
 420 SOUTH DIXIE HIGHWAY
 CORAL GABLES, FLORIDA 33146
 TELEPHONE: (305) 666-6622
 TELEFAX: (305) 662-5621

SUITE 800
 2500 EAST HALLANDALE BEACH BOULEVARD
 HALLANDALE, FLORIDA 33009
 TELEPHONE: (305) 458-3369
 TELEFAX: (305) 458-0577

October 2, 1990

PLEASE REPLY TO:

Coral Gables

GANNETT TOWER COMPANY
 c/o Guy Gannett Publishing Company
 390 Congress Street
 P.O. Box 1460
 Portland, ME 04104

Attention: James Baker

RE: Rainbow Broadcasting lease with
 Bithlo Tower Company dated 1/6/86

Dear Mr. Baker:

On August 23, 1990, a letter was sent to Mr. Richard Edwards from Joseph Rey, general partner of Rainbow Broadcasting, regarding the plans for construction of a transmitter building. Subsequent to that letter, Mr. Edwards met with Mr. Rey and his engineer, Douglas Holland, and they reviewed the preliminary plans. Mr. Edwards assured them that he would be receptive to changes in the basic plans and that my client could designate the space that he preferred. My client agreed to provide Mr. Edwards with proposed revisions to the plan and designation of the space desired by Rainbow. This will be accomplished shortly. Rainbow subsequently reserved the remaining space available in the generator room for auxiliary power.

I was advised that your attorney, Mr. Flaherty, would contact me regarding the other issues that need to be addressed; however, I have not heard from him.

In particular, we need to know within five days whether Bithlo Tower Company, a Florida general partnership (Lessor to Rainbow Broadcasting), has entered into any lease or other contractual agreement with Press Broadcasting Company or Channel 18, or any of its agents, affiliates, or assignees, regarding the lease of antenna space on the Bithlo tower -- and if so, whether any such lease or contract provides for antenna rights within the aperture of the antenna slot previously and currently leased to Rainbow Broadcasting/Channel 65.

Mr. James Baker
GANNETT TOWER COMPANY
October 2, 1990
Page Two

It is Rainbow's position that their lease agreement with Bithlo Tower Company guarantees them exclusive use of the upper of two slots on the tower, and that they have preserved that upper slot (and the entire aperture pertaining to that slot), by faithfully paying lease payments in accordance with the contract over a period of several years. Any attempt to create a higher slot above that reserved by Rainbow Broadcasting, or to place additional antennas within the aperture of the slot reserved by Rainbow, will result in litigation. We will regard any such action not only as a breach of contract, but also as fraud in the inducement.

If we do not receive a response to this letter within five (5) days, we will assume that my client's fears are justified and we will proceed accordingly.

Very truly yours,

MALCOLM H. FROMBERG

MHF:plm

cc: RICHARD EDWARDS

PRETI, FLAHERTY, BELIVEAU & PACHIOS

ATTORNEYS AT LAW

443 CONGRESS STREET
PORTLAND, MAINE 04101-3590

(207) 775-5831

TELEFAX (207) 775-5494

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130 CONGRESS STREET
P.O. DRAWER L
RUMFORD, MAINE 04276-2035
(207) 364-4593
TELEFAX (207) 369-9421

AUGUSTA OFFICE:
45 MEMORIAL CIRCLE
P.O. BOX 1898
AUGUSTA, MAINE 04332-1098
(207) 623-5167
TELEFAX (207) 623-2914

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SEVERIN M. BELIVEAU
HAROLD C. PACHIOS
MICHAEL J. ZENTILE
RICHARD M. BRENCER, JR.
KEITH A. POWERS
CHRISTOPHER H. NYMAN
ERIC P. STAUFFER
JONATHAN S. PIER
DANIEL RAPAPORT

JOHN P. DOYLE, JR.
BRUCE C. O'BRYEN
ANTHONY W. BURTON
JEFFREY T. FORDWIS
ROBERT CHESKOWAY
MICHAEL D. MESSERSCHMIDT
RANDALL B. WELLS
JAMES C. PITNEY, JR.
EVAN M. HANSEN
VIRGINIA E. DAVIS

BETHELLE A. LAVOIE
GEOFFREY K. CLIMMINGS
EDWARD R. BENJAMIN, JR.
MICHAEL L. SHEPHERD
JOY C. CANTRELL
SUSAN E. LOGUDICE
JEFFREY R. BURNS
NELSON J. LARKINS
MICHAEL KARLAN
LEONARD M. GULING
STEPHEN P. LANGSCORF
JAMES B. MURPHY
JEANNE T. COHN

JOHN P. McVEIGH
MARILYN E. MISTRETTA
ELIZABETH A. OLIVIER
CRAIG T. BELLING
DAVID L. GALGAY, JR.
ANN R. ROBINSON
SUSAN H. RYNGSTON
DEBORAH M. O'CALLAGHAN
JOSEPH G. DONAHUE
CLAUDIA C. RAJCSI ER
PAUL C. CATSOS
JILL M. P. ALLEN

OF COUNSEL

ROBERT F. PRETI
ROBERT W. SMITH

FOR YOUR INFORMATION

October 19, 1990

VIA FAX

Malcolm H. Fromberg, Esq.
FROMBERG, FROMBERG AND LEWIS
420 South Dixie Highway
Coral Gables, FL 33146

Dear Mr. Fromberg:

Re: Bithlo Tower Company/Rainbow Broadcasting Lease

When we parted yesterday after our conference at your office, I told you I would write you Bithlo's position in this matter. As I indicated to you at our meeting, under and by the terms of the Lease Agreement, the following essential terms governing the relationship between the parties emerge.

1. Bithlo agreed to provide to Rainbow a television antenna location on its tower or, in light of Rainbow's still pending site application with the FCC, to reserve to Rainbow such a location.
2. It is clear from the contract language quoted at #4 below that Bithlo did not agree to provide or reserve to Rainbow the top television antenna location on its tower.
3. In return, Rainbow agreed to make regular monthly payments to Bithlo which, by a supplement to the Agreement, were partially deferred.

not true.
for a 10% return to Rainbow
2. need to verify if
deferred was before
later for Bithlo +

PRETI, FLAHERTY, BELIVEAU & PACHIOS

Malcolm H. Fromberg, Esq.
 October 19, 1990
 Page 2

4. Under the bold type, capitalized provisions at Page 1 of the Agreement immediately before the "Witnesseth" clauses, which read:

"THE PARTIES HERETO EXPRESSLY AGREE THAT THE TERMS AND CONDITIONS OF THIS LEASE SHALL BE BINDING ONLY AS THEY RELATE TO THE TOP TELEVISION BROADCASTING ANTENNA SPACE LOCATION ON THE BITHLO TOWER. IF THE TOP TELEVISION BROADCASTING ANTENNA SPACE ON THE BITHLO TOWER IS OTHERWISE OCCUPIED THIS LEASE SHALL BE NULL AND VOID.",

the parties clearly understood that Rainbow was interested only in the top antenna space. Accordingly, it was provided, as noted, that if this space should turn out to be unavailable, Rainbow wanted the Agreement to be nullified. The second sentence of the above noted language makes it very plain that if Bithlo chose to place another occupant in the top antenna space, Rainbow would not be contractually bound by the Agreement. The language is self-executing. Accordingly, if that top space is "otherwise occupied" the Lease Agreement ceases to exist. It does not accord to either party the option to declare it null and void. It simply becomes so.

5. Under the provisions of the last paragraph of Article 1 at Page 3 of the Agreement, it is provided that:

"All of the space, premises and rights granted herein on a limited and non-exclusive basis are hereinafter sometimes referred to as the 'leased premises'. . ." (underscoring ours).

Thus, the Agreement itself clearly provides that the occupancy of the space is "non-exclusive." Accordingly, while the tenant would enjoy the right to occupy the antenna space, the tenant does not enjoy the additional right to exclude other tenants on the tower from sharing a portion of the former's aperture in the use of the latter's broadcast or telecast facility and vice versa. Of course, this shared use must be one which will not cause interference with the tenant's use of its own antenna operation. In instances in which such sharing would produce interference which is irremediable, then such sharing must cease in favor of the tenant prior in time. However, if remediable, the sharing continues.

Handwritten notes:
 "The language is self-executing."
 "Rainbow would not be contractually bound by the Agreement."
 "The language is self-executing."
 "It does not accord to either party the option to declare it null and void."
 "It simply becomes so."

PRETI, FLAHERTY, BELIVEAU & PACHIOS

Malcolm H. Fromberg, Esq.
October 19, 1990
Page 3

- 6. At our meeting, you referred to Exhibit C as determinative of the location and "exclusive" aperture rights of Rainbow. This is simply not the case. First, the Exhibit has not been made a part of the Lease Agreement. The Exhibit has not been signed or initialed nor, in its current condition, would it ever be so signed and initialed. It is simply a drawing of the approximate situs of each antenna space vertically on the tower. In no way does it suggest, graphically or otherwise, that the aperture between the two proposed spaces is the exclusive property of either.
- 7. Rainbow seems to be taking the position that
 - (a) It is entitled to the top television antenna location; and
 - (b) it is entitled to exclusive use of the appurtenant apertures.

This position is erroneous and untenable. Rainbow may not, through the occupancy of an antenna space on this tower, exclude potential market telecasting competitors by claiming aperture exclusivity.

While Rainbow is not, as noted, entitled by contract to the top antenna space, the fact remains that Bithlo has kept this space unoccupied to this point. Please consider this formal notice that Rainbow must, by written notification received not later than close of business November 1, 1990, agree that it will occupy that top television antenna space pursuant to the terms and provisions of the existing Lease Agreement hereinabove identified and with the clear understanding that its aperture use will be non-exclusive, as noted, and comport in all other respects with the terms and provisions of the Lease Agreement. Failing this, Rainbow will be deemed to be in breach of this Agreement.

Very truly yours,

John J. Flaherty, Attorney for
Guy Gannett Publishing Co.

JJF/gdh

LAW OFFICES
FROMBERG, FROMBERG AND LEWIS
A PROFESSIONAL ASSOCIATION

SUITE 300
420 SOUTH DIXIE HIGHWAY
CORAL GABLES, FLORIDA 33146
TELEPHONE: (305) 666-6622
TELEFAX: (305) 662-5821

SUITE 800
2500 EAST HALLANDALE BEACH BOULEVARD
HALLANDALE, FLORIDA 33009
TELEPHONE: (305) 458-3369
TELEFAX: (305) 458-0577

October 19, 1990

PLEASE REPLY TO:

Coral Gables

GANNETT TOWER COMPANY
c/o Guy Gannett Publishing Company
390 Congress Street
P.O. Box 1460
Portland, ME 04104

Attention: James Baker

RE: Rainbow Broadcasting lease with
Bithlo Tower Company dated 1/6/86

Dear Mr. Baker:

This is to advise you that my clients, Rainbow Broadcasting/65, intend to proceed with the installation of their antenna on Bithlo Tower on the top antenna slot of the two slots designated in Exhibit "C" of the Lease Agreement. We reiterate that the Lease Agreement limits Bithlo to two TV channels on the tower in the slots shown in Exhibit "C", and that the radiation center of the top slot is at a height of approximately 1,493 feet above the ground in accordance with the Engineering Exhibit Application for Modification of Television Construction Permit filed for Rainbow Broadcasting by Jules Cohen and Associates dated February 3, 1986 (a copy of which was provided to you in accordance with the Lease Agreement). Since it is apparent that you intend to lease space within the aperture of Rainbow's top slot to Press Broadcasting Co./Channel 18 (a direct competitor of Rainbow), you are hereby again advised that we consider such action to be an anticipatory breach of Rainbow's Lease Agreement. Your argument that more than one channel can occupy the top space runs contrary to the clear language of the Lease Agreement and the clear intent of the parties.

This is further to confirm that with regard to the plans for construction of the transmitter building, Rainbow designates the middle room, based upon the representation of Mr. Edwards that the bridge connecting the transmitter rooms to the tower will be abutting the middle room, thus making the middle room the closest location to the bridge.

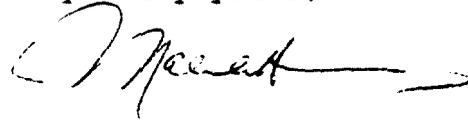
Mr. James Baker
GANNETT TOWER COMPANY
October 19, 1990
Page Two

We also wish to reaffirm that the air conditioning unit will be floor-mounted and not mounted on the roof.

Finally, we reaffirm our reservation of the remaining space available in the generator room for auxiliary power.

Thank you for your attention.

Very truly yours,



MALCOLM H. FROMBERG

MHF:plm

CC: Richard Edwards
John Flaherty, Esq.
(BCC: Margaret Poliby, Esq.)

Richard L. Edwards
Vice President
Director of Engineering

March 27, 1991

Mr. Robert McAllan, President
PRESS BROADCASTING
605 Madison Avenue
Press Plaza
5th Floor
Asbury Park, NJ 07712

Dear Bob:

I feel it is appropriate to let you know of our legal obligations in regards to Bithlo Tower.

I have been told in clear language that if Bithlo Tower Company proceeds in any way with Press that we will be in violation of a court order. I understand that this is most unfair, but that is the law.

Bob, believe me when I tell you that every resource we have to proceed has been tried, we can not force the judge. He will make his decision when he is ready. My understanding is that the case is one of two on his desk, but due to the incredible load of drug cases in Miami he can not get off the bench long enough to respond. I know that sounds silly. It does to me also but we can not do a damn thing about it. Nothing.

We are behind you and our support is solid. When you construct this channel 18 facility in Orlando you will have a superior system. Something to be proud of. I know it is easy for me to say hang in there, but please do. I think it is clear that we are in the right.

Sincerely,



Richard L. Edwards

Rainbow Broadcasting Company

July 22, 1991

James E. Baker
Vice President - Finance
Guy Gannett Publishing Company
One City Center
P.O. Box 15277
Portland, Maine 04101

Via Federal Express

Re: Rainbow Broadcasting Co./Bithlo Tower Co.
Lease Agreement

Dear Mr. Baker:

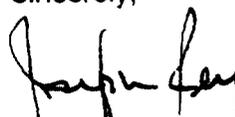
This letter is in response to your letter of July 9, 1991.

As you know, it has been Rainbow's position since the inception of the lease on January 6, 1986 that Rainbow alone has the right to affix its antenna to any face or leg of the Bithlo tower within the aperture of the top slot depicted on Exhibit C to the lease, and that it is therefore unnecessary for Rainbow to designate its mounting position prior to the time the antenna is actually mounted. As you also know, the lease imposes no obligation on Rainbow to do so. By responding to your July 9th letter, Rainbow in no way recedes from its position. It is Rainbow's intention to go forward with the construction of its station and at the same time maintain its lawsuit against the parties to the lease.

Rainbow is nevertheless prepared to make a designation of its mounting position. Without waiver of any rights whatsoever, Rainbow designates the 316' 10' 11" leg as its mounting position, as depicted on the enclosed sketch which I received from Gannett. If the coordinates shown on that sketch are incorrect for any reason, please let me know.

If you have any questions about the content of this letter, do not hesitate to contact me.

Sincerely,



Joseph Rey
General Partner

Rainbow Broadcasting Company

July 23, 1991

James E. Baker
Vice President - Finance
Guy Gannett Publishing Company
One City Center
P.O. Box 15277
Portland, Maine 04101

Via Federal Express

Re: Rainbow Broadcasting Co./Bithlo Tower Co.
Lease Agreement

Dear Mr. Baker:

This letter is in response to your (unsigned) letter of July 17, 1991.

Although the purpose of this letter is not to re-plow old ground, I have to begin by saying that we do not agree with your account of the events of the past year. Since Rick Edwards initially presented the single construction concept, Rainbow has consistently indicated its interest in pursuing that concept and in cooperating with Gannett. The only real issue to Rainbow has been the cost of such a project. Back in August 1990, when Rick Edwards presented Rainbow with the idea of a single structure to house both television tenants and a new FM tenant, he told us that our share of the cost under a bid he had received would be in the range of \$74,000. This figure seemed inordinately high. Since August 1990, Rainbow has repeatedly requested and has yet to receive a copy of the actual bid which identifies exactly what the contractor will be providing at exactly what price. In the interim, we contacted several contractors on our own to get some idea of what the construction costs for this project should run. Your letter of July 17th is the first communication we've received which even begins to answer the question I have repeatedly asked Rick Edwards since last summer.

With that said, Rainbow is very interested in pursuing the first alternative outlined in your July 17th letter.

In your letter you state that a construction contract with Miorelli Engineering, Inc. has already been entered into. You further state that "the cost of the total project . . . amounts to approximately \$132,600" with the qualification that "[t]he final costs, of course, will be based on the final amounts paid for the completion of the project."

James E. Baker
July 23, 1991
Page 2

While your estimate of Rainbow's share of the costs (\$41,106) seems much more in line with the figure we calculated based on bids from the other contractors we spoke to, we do have some questions we need to satisfy before we can formally commit to the project. Specifically, we need to know exactly what is covered by the \$132,600 contract price. We are particularly interested in knowing whether this price includes doors, finished interior walls, outside concrete pads and electrical supply conduits, etc. Therefore, could you please furnish us with a copy of the construction contract and any corresponding bid documents so that we will essentially "know what we are buying"?

We would, of course, also like to verify that Rainbow's share of the project is 31%. To enable us to do so, please provide us with the total square footage of the project, as well as the square footage of the space allocated to Rainbow. If you have used any other figures besides these in your calculations, please furnish them to us as well.

In your letter you make it clear that the cost of the wave grid support "bridge" is not included in the \$132,600 figure. If there are any other construction items other than the bridge that are not included in the Miorelli contract, please identify them for us.

I have enclosed a copy of my September 17, 1990 letter to Rick Edwards regarding the backup generator space in the existing generator building. Rainbow anticipates that its timely reservation of this space will be honored. In addition to the information requested above, I also request that you confirm this fact in your response.

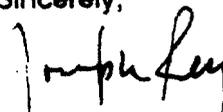
Rainbow shares your desire "to move this matter forward" and get it resolved. This letter should be read in that spirit. Once Rainbow has received the requested information, I will be in a position to give you a final answer within a matter of days.

As previously stated, Rainbow is favorably disposed towards participation in the project. Once these loose ends are tied down, Rainbow believes it will be able to come aboard. If there are still any open issues after review of the information requested by this letter, I would prefer dealing directly with you to attempt to resolve them. I wish to handle it this way because time is a factor, and because past dealings with Rick Edwards have been less than satisfactory. Along these same lines, I suggest using fax transmissions for all further communications between us. The fax number to send materials to Rainbow is 305-361-1691. In your response, please include Gannett's fax number.

James E. Baker
July 23, 1991
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One final point needs to be made. Your July 17th letter and several previous letters speak in terms of "completing" Exhibits B and C to the lease. Exhibits B and C are complete in themselves. The fact that the lease contemplates that further information will have to be provided in the course of performance does not in any way detract from the completeness or validity of the lease as executed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joseph Rey".

Joseph Rey
General Partner

DECLARATION OF JOSEPH REY

Joseph Rey, under penalty of perjury, hereby declares that he has reviewed the foregoing Exhibits and that the facts contained therein are true and correct to the best of his knowledge and information.

Respectfully submitted,

Joseph Rey

ISSUE NO. 4

Joseph Rey will testify that circumstances beyond RBC's control prevented it from constructing the television station between April 22, 1986, the date of initial issuance of RBC's construction permit, and August 5, 1991, the expiration date of RBC's fifth extension of its construction permit.

Mr. Rey will testify with regard to litigation in the United States Supreme Court and subsequently in the United States District Court, Southern District of Florida, which prevented construction through June 6, 1991. Further, RBC's June 25, 1991 application to extend its construction permit remained pending at the Commission until June 18, 1993, resulting in RBC's uncertainty as to the status of its construction permit.