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LAW OFFICES OF  
**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

SICNEY T. MILLER (1864-1940)  
GEORGE L. CANFIELD (1888-1928)  
LEWIS H. PADDOCK (1866-1936)  
FERRIS D. STONE (1882-1946)

A PROFESSIONAL LIMITED LIABILITY COMPANY  
444 WEST MICHIGAN AVENUE  
KALAMAZOO, MICHIGAN 49007-3751

ANN ARBOR, MICHIGAN  
BLOOMFIELD HILLS, MICHIGAN  
DETROIT, MICHIGAN  
GRAND RAPIDS, MICHIGAN  
KALAMAZOO, MICHIGAN  
LANSING, MICHIGAN  
MONROE, MICHIGAN  
WASHINGTON, D.C.

ERIC V. BROWN, JR.  
(616) 383-5813

TELEPHONE (616) 381-7030  
TWX 810-221-5007 MILLCNFLD DET  
TELECOPIER (616) 383-5858

AFFILIATED OFFICES:  
PENSACOLA, FLORIDA  
GDANSK, POLAND  
WARSAW, POLAND

March 15, 1994

Richard R. Zaragossa, Esq.  
Fisher, Wayland, Cooper & Leader  
Suite 800  
1255 20-3rd Street, N.W.  
Washington D.C. 20027

Re: **Crystal Radio Group, Inc.**

Dear Dick:

Pursuant to our telephone conversation of yesterday, enclosed are copies of the following documents regarding Hicks Broadcasting of Indiana, L.L.C. and its acquisition of WRBR (FM) in South Bend, Indiana:

1. Asset Purchase Agreement.
2. Joint Sales Agreement between Pathfinder Communications Corporation and Booth American Corporation.
3. Draft of Articles of an Organization of Hicks Broadcasting on Indiana.
4. Draft of Operating Agreement of Hicks Broadcasting of Indiana.

As we discussed, you have reviewed the Application filed with the F.C.C.

As we discussed, you do not desire to render a written opinion to Crystal Radio Group, Inc. but will be able to give your observations to Edward Sackley.

If you need additional information or have questions, please feel free to call me. I will send you final copies of items 3 and 4 when they are available.

HICKS 157

HICKS 000707

Federal Communications Commission

Docket No. MM-98-66 Exhibit No. 53

Presented by MMB

Disposition

Reporter ELL } Identified \_\_\_\_\_  
Received \_\_\_\_\_  
Rejected \_\_\_\_\_

Date 10-6-98

11-4-98

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Richard R. Zaragossa, Esq.

-2-

March 15, 1994

Thank you very much for your assistance.

Sincerely,



Eric V. Brown, Jr.

EVB, JR/ib  
Enclosures

cc: Mr. David L. Hicks (without enclosures)  
Mr. Edward J. Sackley, III (without enclosures)

KZFS1\101200.1-040363-00002

HICKS 158

HICKS 000708

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IRWIN, CAMPBELL & CROWE, P.C.  
1320 EIGHTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON DC 20036  
PHONE (202)728-0400

Invoice submitted to:  
David Hicks  
7463 Cottage Oak Drive  
Portage MI 49002

Invoice #12032

April 6, 1994

In reference to: General Legal Work - #36900

For Legal Services Rendered From March 1 to March 31, 1994

	<u>Hrs/Rate</u>	<u>Amount</u>
Total Hours and Amount		
03/14/94 ACC Calls FCC re grant and Booth attorney; letter re amendment, grant and closing	0.50 190.00/hr	95.00
03/17/94 ACC Calls re closing	0.30 190.00/hr	57.00
03/28/94 ACC Review files, research and draft opinion letter for Crystal Radio	4.00 190.00/hr	760.00
03/29/94 KMW Research re character issues for owner of multiple stations.	3.20 70.00/hr	224.00
	<hr/>	<hr/>
	8.00	\$1,136.00

PATH01852

Federal Communications Commission

Docket No. MM-98-66 Exhibit No. 54

Presented by MMB

Di-position \_\_\_\_\_

Reporter [Signature]

Date 10-6-98

Identified \_\_\_\_\_

Received Oct 22 1998

Rejected \_\_\_\_\_

1 79410:

*du*

~~David Hicks~~

Amount

Additional charges:

-Telephone	4.84
-Local Messenger	12.00
-FCC Copying	1.00
-Facsimile	8.00
-Postage	1.85
-Copying	2.70

Total costs	<u>\$30.39</u>
-------------	----------------

Total amount of this bill	<u>\$1,166.39</u>
---------------------------	-------------------

Previous balance	\$479.61
------------------	----------

Balance due	<u><u>\$1,646.00</u></u>
-------------	--------------------------

*OK*  
*R*

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29703  
5-18-94

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LAW OFFICES OF  
**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

SIDNEY T. MILLER (1864-1940)  
GEORGE L. CANFIELD (1866-1928)  
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MONROE, MICHIGAN  
WASHINGTON, D.C.

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TELEPHONE (616) 381-7030  
TWX 810-221-5007 MILLCNFLD DET  
TELECOPIER (616) 383-5858

AFFILIATED OFFICES:  
PENSACOLA, FLORIDA  
GDAŃSK, POLAND  
WARSAW, POLAND

March 21, 1994

Richard R. Zaragossa, Esq.  
Fisher, Wayland, Cooper & Leader  
Suite 800  
1255 20-3rd Street, N.W.  
Washington D.C. 20027

VIA FACSIMILE

Re: Crystal Radio Group, Inc.

Dear Dick:

Attached is a copy of a letter amending the security agreements as requested by the FCC staff for Hicks Broadcasting of Indiana, L.L.C.

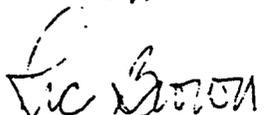
The Operating Agreement of Hicks Broadcasting of Indiana, L.L.C. will be amended to change the buy and sell provisions.

The FCC has approved the Application for Transfer and the Seller is hoping to close the transaction on March 29.

If you have any questions please feel free to call me. I will send you the final Operating Agreement for the Limited Liability Company as soon as it is available.

Thank you.

Sincerely,

  
Eric V. Brown, Jr.

EVB, JR/lb  
Enclosures

cc: Mr. David L. Hicks (without enclosures)  
Mr. Edward J. Sackley, III (without enclosures)

KZFS1\102242.1-040363-00002

HICKS 148

HICKS 000700

**Federal Communications Commission**

Docket No. MM-98-166 Exhibit No. 55

Presented by MMB

Di. position \_\_\_\_\_

Reporter [Signature]

Date 11-4-98

Identified \_\_\_\_\_

Received \_\_\_\_\_

Rejected \_\_\_\_\_

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LAW OFFICES OF  
**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

A PROFESSIONAL LIMITED LIABILITY COMPANY  
444 WEST MICHIGAN AVENUE  
KALAMAZOO, MICHIGAN 49007-3751

SIDNEY T. MILLER (1864-1940)  
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MONROE, MICHIGAN  
WASHINGTON, D.C.

ERIC V. BROWN, JR.  
(616) 383-5813

TELEPHONE (616) 381-7030  
TWX 810-221-5007 MILLCNFLD DET  
TELECOPIER (616) 383-5858

AFFILIATED OFFICES:  
PENSACOLA, FLORIDA  
GDAŃSK, POLAND  
WARSAW, POLAND

March 21, 1994

**PERSONAL AND CONFIDENTIAL**

Mr. David L. Hicks  
Crystal Radio Group  
4154 Jennings Drive  
Kalamazoo, Michigan 49001

Re: WRBR(FM) South Bend

Dear Dave:

Enclosed is a copy of a letter and agreement with Hungerford Radio Revenue Report which was sent to me by Kim Hudolin. I am sending a copy by this letter to John Dille for his information.

Sincerely,

  
Eric V. Brown, Jr.

EVB, JR/lb  
Enclosure

cc: Mr. John F. Dille, III

KZFS1\1102237.1-040363-00002

Federal Communications Commission	
Docket No. <u>MM-98-66</u>	Exhibit No. <u>56</u>
Presented by <u>MMB</u>	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <u>11-4-98</u>
	Rejected <input type="checkbox"/>
Reporter <u>[Signature]</u>	
Date <u>10-6-98</u>	

HICKS 151

HICKS 000701

LAW OFFICES  
HONIGMAN MILLER SCHWARTZ AND COHN  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS  
2290 FIRST NATIONAL BUILDING  
DETROIT, MICHIGAN 48226-3583

KIMBERLY K. HUDOLIN

DIRECT DIAL NUMBER  
(313) 256-7892

TELECOPIER (313) 962-0176

LANSING, MICHIGAN  
WEST PALM BEACH, FLORIDA  
TAMPA, FLORIDA  
ORLANDO, FLORIDA  
HOUSTON, TEXAS  
LOS ANGELES, CALIFORNIA

March 8, 1994

RECEIVED  
MAR 10 1994

Eric V. Brown, Jr.  
Miller, Canfield, Paddock and Stone  
444 West Michigan Avenue  
Kalamazoo, Michigan 49007-3752

Re: WRBR(FM), South Bend

MILLER, CANFIELD, PADDOCK AND STONE

Dear Ric:

Enclosed is a copy of WRBR's agreement for the Hungerford Radio Revenue Report. The agreement is not signed, but apparently the services are being provided to WRBR. This agreement was not listed as an assumed contract on the schedule attached to our Asset Purchase Agreement, but John Booth believes it is an agreement your client will likely want. Please advise me once you have had a chance to discuss this matter with your client.

Very truly yours,

*Kim*

Kimberly K. Hudolin

KKH/dt  
B2603x

HICKS 152

2

HICKS 000702

*Hungerford, Aldrin, Nichols & Carter*  
CERTIFIED PUBLIC ACCOUNTANTS

~~was~~ unsigned

March 11, 1993

RICHARD A. HUNGERFORD, C.P.A.  
CLIFFORD A. ALDRIN, C.P.A.  
JERRY W. NICHOLS, C.P.A.  
DANIEL L. CARTER, C.P.A.

Mr. Vince Ford  
WRBR-FM  
6910 Gumwood Road  
Granger, IN 46530

Dear Mr. Ford:

We are pleased that you have decided to continue to participate in the Hungerford Radio Revenue Report for 1993. The following proposal will outline the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will provide the following services to WRBR-FM radio:

1. We will compile and issue each month one copy of the Hungerford Radio Revenue Report for your market. The reports are generally issued no later than the 15th of the month.
2. Reports that are available in the Hungerford Radio Revenue Report, provided all stations agree to their inclusion, are:

<p>Narrative Summary Overview Summary Base Reports Combined Reports AM or FM Only Reports National Sales Summaries</p>	<p>Units Aired Report Power Ratio Analysis Top to Bottom Analysis Accounts Receivable Analysis Revenue By Quarter Report</p>
--------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

3. We will send an "ASAP Response Fax" within an hour after the last station in the market reports its figures if you wish to have this service at no extra charge.

WRBR-FM radio will provide Hungerford, Aldrin, Nichols & Carter the following necessary information:

1. Sign and return by March 19, 1993, one copy of this agreement. HICKS 153
2. In reply to our telephone call on the date specified by your market, report your standard broadcast month gross revenue and other data for the prior month. Please refer to the Hungerford Users Guide for definition of gross local, national, network and trade revenues.

Our reports will serve strictly as compilations of data reported by the participants. Therefore, our engagements cannot be relied upon to disclose errors or irregularities that may exist. All individual station financial information supplied to us will be held in strict confidence. HICKS 000703

Mr. Vince Ford  
March 11, 1993  
Page 2

Our fees for the services listed in Sections 1, 2, and 3 above will be a flat \$30 per reporting station per month and the term of this agreement will run through 1995. Billings will be on a semi-annual basis and invoices will be sent in March and August of each year.

This agreement can be terminated with the mutual consent of both parties or if the market, as a whole, discontinues its cooperative agreement to have the market revenue surveyed during the remaining term of this agreement.

Please indicate the two demographics (in addition to the standard 12+ demo) you would like analyzed in your Power Ratio Analysis report (i.e. Teens, 18-34, 18-49, 25-49, 25-54, 35-64).

Please indicate whether you would like the above/below feature as part of your monthly report by placing your initials in the applicable box below.

YES \_\_\_\_\_ NO \_\_\_\_\_

Please indicate if you wish to receive the "ASAP Response Fax" which consists of the base report and national sales summary immediately upon completion of your report. You will not be telephoned prior to the fax transmission.

YES \_\_\_\_\_ NO \_\_\_\_\_

Fax number to use \_\_\_\_\_

Please indicate, in the space provided, your designated representative whom we may call each month.

NAME \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

Please indicate your station's current format in the space provided below.

WRBR-FM - \_\_\_\_\_

HICKS 154

4

HICKS 000704

Mr. Vinca Ford  
March 11, 1993  
Page 3

If you would like a complete copy of your monthly report mailed directly to a third party (L.e. home office) for an additional fee of \$5 per copy, please indicate below where it should be sent. Up to four copies can be sent. Please use the back of this page for additional names and addresses.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY/STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

If you would like your complete report faxed to you before it is mailed at an additional fee of \$10 per month, please indicate your choice below.

\_\_\_\_\_ Please call me before you fax me my complete report and bill me \$120 for the annual service. My fax number is \_\_\_\_\_.

\_\_\_\_\_ I will fax my request each month if I wish to receive a complete copy of the report before I receive the original in the mail.

On occasion a station may report incorrect figures by mistake. Minor adjustments will be corrected in our system and you will be notified in the next monthly report that a correction has been made. Material error, those that effect rank or distort growth rates, will require that the entire market be issued corrected reports. The offending station will be charged \$8 for each station in the market that receives a reissued report.

If you would like to add reports you currently do not receive, at no extra charge, please put a check mark next to the report name. One hundred percent acceptance by the participating stations is necessary to add these reports.

- |                                |                                    |
|--------------------------------|------------------------------------|
| _____ AM or FM Only Reports    | _____ Top to Bottom Analysis       |
| _____ National Sales Summaries | _____ Accounts Receivable Analysis |
| _____ Units Aired              |                                    |

HICKS 155

HICKS 000705

5

Mr. Vinca Ford  
March 11, 1993  
Page 4

If the foregoing proposal is acceptable to you, please return this agreement, signed in the space provided below, by March 19, 1993.

Thank you for your support. We look forward to serving you in 1993.

Very truly yours,

HUNGERFORD, ALDRIN, NICHOLS & CARTER

Clifford A. Aldrin, C.P.A.  
Partner in Charge of Broadcast Services

CAA/hmh/R7  
Enclosures

WRBR-FM

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

HICKS 156

HICKS 000706

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**BARNES & THORNBURG**

Suite 305  
301 South Main, Street  
Elkhart, Indiana 46516  
(219) 293-0681

TWX 810-341-3427 B&T LAW IND  
Telecopier (219) 296-2535

**March 24, 1994**

**Mr. Robert Watson  
Truth Publishing Company, Inc.  
421 South Second Street  
Elkhart, Indiana 46516**

**RE: Hicks Broadcasting of Indiana, L.L.C.**

Dear Bob:

Sam Thompson asked me to send you the enclosed revised operating agreement for this limited liability company, which deletes a considerable amount of verbiage and which provides, in Section 7.4(b) and 7.4(f), for a mandatory "call" right and for prior FCC approval of transfers. Please let Sam or me know if you have any questions or comments.

Very truly yours,

**BARNES & THORNBURG**

J. Scott Troeger

/tlf

Enclosure

cc: Samuel S. Thompson (w/enc.)

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Federal Communications Commission

Docket No. MM-98-16 Exhibit No. 57

Presented by MMB

Disposition \_\_\_\_\_

Reporter \_\_\_\_\_

Date 11-16-98

Identified \_\_\_\_\_

Received Oct 22, 1998

Rejected \_\_\_\_\_

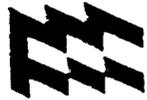
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Robert A. Watson  
Secretary - Treasurer

Federated Communications Corp  
WCKY/WIMJ, Cincinnati  
WTRC/WLTA, Elkhart/South Bend  
WGHK-AM/FM, Fort Wayne  
WMEZ, Fort Wayne  
WCUZ-AM/FM, Grand Rapids  
WQWO, Muskegon  
BANNER GRAPHIC, Greencastle  
Truth Publishing Company, Inc.  
THE ELKHART TRUTH  
KOLL-AM/FM, Tuisa

March 25, 1994

P.O. Box 2500  
Elkhart, Indiana 46515  
Telephone (219) 294-1662  
FAX (219) 294-4014



Eric V. Brown, Jr.  
Miller, Canfield, Paddock & Stone  
444 West Michigan Avenue  
Kalamazoo, Michigan 49007-3752

2d → Federated Media

Fax 294-2200  
call list

or call Done

Dear Ric:

Attached is the revised Operating Agreement of Hicks Broadcasting of Indiana, L.L.C. The Agreement has been substantially revised and many things have been taken out that really were not needed. It now looks pretty good to us and, unless you would like further changes made, is ready for signing. If the Agreement is acceptable, please make three (3) copies asking Dave Hicks then to date and sign four (4) originals. Please return them to me and I will get the other members' signatures.

If you have any questions, please call me. I can be reached on Saturday at (219) 294-2200; also, my home phone number is (219) 656-8719.

Sincerely,

Robert A. Watson  
Secretary-Treasurer

RAW/md

Attachment

Federal Communications Commission	
Docket No. <u>MM-98-166</u>	Exhibit No. <u>58</u>
Presented by <u>MMB</u>	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <u>Oct 22, 1998</u>
	Rejected <input type="checkbox"/>
Reporter <u>ga</u>	
Date <u>10-6-98</u>	

HICKS 143

HICKS 000699

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STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF ORGANIZATION

OF

HICKS BROADCASTING OF INDIANA, LLC

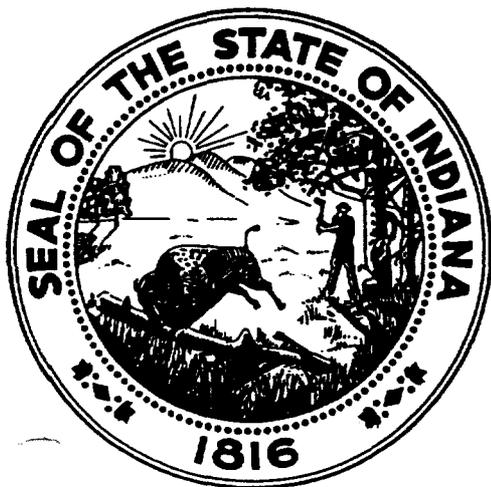
I, JOSEPH H. HOGSETT, Secretary of State of Indiana, hereby certify that Articles of Organization of the above limited liability company have been presented to me at my office accompanied by the fees prescribed by law and that I have found such Articles conform to the provisions of the Indiana Business Flexibility Act, as amended.

NOW, THEREFORE, I hereby issue to such limited liability company this Certificate of Organization, and further certify that its existence will begin March 28, 1994.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-eighth day of March, 1994

*Joseph H. Hogsett*  
\_\_\_\_\_  
JOSEPH H. HOGSETT, Secretary of State

BY *Randy R. [Signature]*  
\_\_\_\_\_  
Deputy



STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE  
INDIANAPOLIS, IN 46204  
RECEIVED  
MARCH 28 1994  
PATH02174

Federal Communications Commission

Docket No. MM-95-16 Exhibit No. 59  
Presented by MMB

Di position

Reporter

Date

[Signature]

12-6-98

Identified

Received

Rejected

[Signature]  
Oct 26, 98

ARTICLES OF ORGANIZATION  
OF  
HICKS BROADCASTING OF INDIANA, LLC

APPROVED  
AND  
FILED  
IND. SECRETARY OF STATE

The undersigned, acting as the sole organizer of a limited liability company under the Indiana Business Flexibility Act (the "Act"), does hereby adopt the following Articles of Organization for Hicks Broadcasting of Indiana, LLC (the "Company"):

ARTICLE ONE

The name of the Company is Hicks Broadcasting of Indiana, LLC.

ARTICLE TWO

The address of the registered office of the Company in the State of Indiana is 237 Edison Rd, Suite 200, Mishawaka, ~~Elkhart~~ Indiana 46545.  
The name of the initial registered agent of the Company in the State of Indiana is Stephen V. Kline.

ARTICLE THREE

The period of duration of the Company is until the close of Company business on December 31, 2035, or until the earlier dissolution of the Company in accordance with the provisions of its Operating Agreement.

ARTICLE FOUR

The Company is to be managed by its members. There are no managers.

IN WITNESS WHEREOF, these Articles of Organization have been executed on March 23, 1994 by the undersigned, who hereby verifies and affirms, subject to penalties of perjury, that the facts contained herein are true.

RECEIVED  
CORPORATIONS DIV.  
94 MAR 28 10:43  
JOSEPH H. HIGSBY

J. Flint Dille, IV J. Flint Dille, IV  
A Member  
Hicks Broadcasting of Indiana, LLC

This instrument was prepared by Samuel S. Thompson, Attorney at Law, Barnes & Thornburg, 301 South Main Street, Suite 305, Elkhart, Indiana 46516, (219)293-0681.

SST03242

PATH02175

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**STATE OF INDIANA**  
Office of the Secretary of State

I hereby certify that this is a true and complete copy of the \_\_\_\_\_ page document(s)  
as filed in this office.

DATED 3-28, 1994

[Signature]  
Secretary of State

BY Randy Duria  
This Certification Stamp replaces our previous Certification System.



PATH02176

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SIDNEY T. MILLER (1864-1840)  
GEORGE L. CANFIELD (1866-1928)  
LEWIS H. PADDOCK (1868-1936)  
FERRIS D. STONE (1882-1846)

LAW OFFICES OF  
**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

A PROFESSIONAL LIMITED LIABILITY COMPANY  
444 WEST MICHIGAN AVENUE  
KALAMAZOO, MICHIGAN 49007-3751

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DETROIT, MICHIGAN  
GRAND RAPIDS, MICHIGAN  
KALAMAZOO, MICHIGAN  
LANSING, MICHIGAN  
MONROE, MICHIGAN  
WASHINGTON, D.C.

ERIC V. BROWN, JR.  
(616) 383-SR13

TELEPHONE (616) 381-7030  
TWX 810-221-5007 MILLCNFLD DET  
TELECOPIER (616) 383-6858

AFFILIATED OFFICES:  
PENSACOLA, FLORIDA  
GDANSK, POLAND  
WARSAW, POLAND

March 29, 1994

Alan C. Campbell, Esq.  
Irwin, Campbell & Crowe  
1320 18th Street, N.W., Suite 400  
Washington D.C. 20036

VIA FACSIMILE

Re: **WRBR (FM) South Bend Indiana**

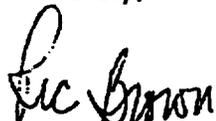
Dear Alan:

As we discussed, it will be necessary for David Hicks to receive an opinion from an FCC attorney that any activity of WRBR for FCC violations either in the acquisition or in future operations will not have an impact on Crystal Radio Group, Inc.

We are attempting to close the transaction as soon as possible and I would appreciate it if you would call me.

Thank you.

Sincerely,

  
Eric V. Brown, Jr.

EVB, JR/lb

PS Also I would appreciate being informed of what additional requirements are required from the FCC for closing.

KZFS11103001.1-040363-00002

HICKS000426

**Federal Communications Commission**

Docket No. MM-98-66 Exhibit No. 60

Presented by MMB

Disposition

Reporter [Signature] } Identified

Date 10-6-98 } Received 11-4-98

Rejected

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ERIC V. BROWN, JR.

3-30-94

BOB:

ATTACHED<sup>2</sup> IS DRAFT OF SIDE LETTER.  
FOR YOUR REVIEW AND COMMENT.

WITH REGARD TO RIGHT OF FIRST  
REFUSAL - I SUGGEST HICKS HAVE NO  
RIGHT TO SELL FOR 3 YEARS AND  
THEREAFTER HE MAY DO SO BUT  
WITH RIGHT OF FIRST REFUSAL  
TO OTHER MEMBERS.

I HAVE NOT DISCUSSED THIS  
WITH DAVID.

HE WILL SIGN ALL PAPERS TOMORROW  
AFTERNOON.

RIC

1

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
MAR 31 1994  
FBI - MEMPHIS  
HICKS 102  
HICKS 000694

**Federal Communications Commission**

Docket No. MM-98-66 Exhibit No. 61

Presented by MMB

Di. position \_\_\_\_\_

Reporter MMB } Identified \_\_\_\_\_  
Date 10-6-98 } Received Oct 22, 1998  
Rejected \_\_\_\_\_

~~[DRAFT FOR CONSIDERATION PURPOSES]~~

David L. Hicks  
Kalamazoo, Michigan

March 30, 1994  
1

Ms. Sarah F. Dunkel  
Mr. Alec C. Dille  
Mr. John F. Dille, IV  
*Go Elkhart address*

Dear Sarah, Alec and John:

This letter will set forth certain terms regarding our relationship as members of Hicks Broadcasting of Indiana, L.L.C., an Indiana Limited Liability Company (the "Company"), the purchaser of Radio Station WRBR from Booth American Company ("Booth").

1. Capital Contribution. We have agreed that the capital of the Company will be as follows:

<u>Member</u>	<u>Dollar Amount</u>	<u>Membership Interests (Percentage)</u>
Alec C. Dille	\$163.34	16.34%
John F. Dille, IV	\$163.33	16.33%
Sarah F. Dunkel	\$163.33	16.33%
David L. Hicks	\$510.00	51.00%

2. Put Provision. This will confirm that I may, at any time, require each of you, jointly and severally, to purchase all my interest in the Company by giving written notice of my election to do so (the "Put Option"). The purchase price and terms for my interest, pursuant to the Put Option, is as set forth under Section 7.4(b) of the Operating Agreement of the Company, including the minimum purchase price of \$100,000.

*(OR) ANY TIME 3 YEARS FROM THE DATE OF THIS LETTER*

3. Indemnification and Contribution. Each of you, jointly and severally, agree to indemnify and hold me harmless from any costs, losses, claims, liabilities, fines, expenses, penalties and damages (including reasonable legal fees) in connection with or resulting from the Letter of Credit given by me to Booth as part of the purchase documents regarding the purchase of Radio Station WRBR.

HICKS 000695

2

HICKS 103

Ms. Sarah F. Dunkel  
Mr. Alec C. Dille  
Mr. John F. Dille, IV

2

March 30, 1994

With respect to our Guaranty to Booth given to secure the Promissory Note of the Company to Booth, in the event Booth demands payment pursuant to such Guaranty, each of you agree to first pay on the Guaranty to the full amount of your obligation thereunder before I am required to pay any amount on the Guaranty. You agree that I have a right of contribution from each of you to enforce this provision.

To the extent necessary, this letter agreement shall constitute an operating agreement under Indiana law. In the event any terms of this letter agreement are in conflict with the terms of the Operating Agreement for the Company, this letter agreement shall control.

If the terms of this letter agreement correctly set forth the terms of our understanding, please sign where indicated below.

Sincerely,

David L. Hicks

Accepted and agreed to by:

March 30<sup>1</sup>, 1994

\_\_\_\_\_  
Sarah F. Dunkel

March 30<sup>1</sup>, 1994

\_\_\_\_\_  
Alec C. Dille

March 30<sup>1</sup>, 1994

\_\_\_\_\_  
John F. Dille, IV

KZFS1\102975.1-040363-00002

HICKS 104

3

HICKS 000696

M  
M  
B  
F  
Q



# BARNES & THORNBURG

Samuel S. Thompson  
(219) 293-0681

Suite 305  
301 South Main Street  
Elkhart, Indiana 46516  
(219) 293-0681

TWX 810-341-3427 B&T LAW IND  
Telecopier (219) 296-2535

March 30, 1994

Mr. Bob Watson  
Truth Publishing  
421 South Second Street  
Elkhart, Indiana 46516

Dear Bob:

Enclosed is the redrafted page relating to the buy-sell provisions for Hicks Broadcasting. I have to leave for another meeting this afternoon and I have left instructions with Scott to finalize this agreement when he returns from his meeting. I apologize for our overlap, but we both have fairly hectic schedules today. In the meantime, if you find simply typographical issues or items like that, you should feel free to relay those to my secretary so that she can make those changes in anticipation of attempting to get this document out yet this afternoon.

Sincerely,

BARNES & THORNBURG



Samuel S. Thompson

SST/mrt

### 7.3. Transfer on Death, Incapacity, Termination, or Bankruptcy of a Member.

Transfer to Successor. If the business of the Company is continued pursuant to Article 7.2 after the death, Bankruptcy, termination of existence, or Incapacity of a Member, then, except as otherwise provided in Article 7.3(b) hereof, such Member's estate, successor-in-interest or legal representative shall immediately succeed to such Member's interest in the Company, including the Member's share of Net Income, Net Losses, Net Gains and Net Losses from Capital Transactions, Cash from Operations, Cash from Sales, Cash from Financings and Liquidation Proceeds, and shall be deemed the Assignee of the deceased, Bankrupt, terminated, or Incapacitated Member. Subject to the provisions set forth in Article 7.4 below, the legal representative may assign such interest, and the Assignee thereof may become a substitute Member if the requirements of Article 7.6 are satisfied. The estate, successor-in-interest or legal representative, as the case may be, of the deceased, Bankrupt, terminated, or Incapacitated Member shall be liable for, and shall be bound by, all of such Member's obligations under this Agreement, including the Member's financial obligations, if any, under Article 4 hereof and the restrictions on transfer set forth in Article 7.1 hereof. In no event, however, shall the estate, legal representative or successor become a substitute Member unless the requirements of Article 7.6 are satisfied.

### 7.4. Sale, Assignment, Call Provision or Other Voluntary Transfer of Interest.

(a) Permitted Transfers. A Member, or an Assignee thereof, may sell, assign, gift, or otherwise transfer all or any part of his interest in the Company to any person who is, immediately prior to such transfer, a Member in the Company.

(b) Call Provision. Sarah F. Dunkel, Alec C. Dille, and John F. Dille IV, jointly, may at any time purchase all the interest of David L. Hicks in the Company, by giving written notice to David L. Hicks of intent to purchase his interest as provided in this subsection. The purchase price for the interest of David L. Hicks in the Company under this subsection shall be equal to the sum of the Operating Cash Flow of Station WRBR multiplied by five, and that product multiplied by David L. Hicks' Membership Percentage, minus the debt of the Company multiplied by David L. Hicks' Membership Percentage. [Example: Operating Cash Flow of Station WRBR x 5 X 51% (David L. Hicks' current Membership Percentage) minus (Company Debt x 51% (David L. Hicks' current Membership Percentage))] For purposes of this provision, "Operating Cash Flow" means the following amount determined for the twelve month period ended immediately before the relevant date on which a notice of intent to purchase has been given under this subsection: net income, determined in accordance with generally accepted accounting principles, plus depreciation expense, plus interest expense, plus trade/barter expense, minus interest income and loan trade/barter revenue. The closing of the purchase of David L. Hicks' interest in the Company under this subsection shall take place within sixty (60) days after the Federal Communications Commission ("FCC") has approved the transfer. The purchase price shall be payable over a term of three years with interest at the rate of 2% over the prime rate. This debt shall be evidenced by a promissory note and shall be secured by a pledge of the interest in the Company. The purchase price computed in accordance with this provision shall be at a minimum equal to \$100,000.

(c) Consent to Transfer. David L. Hicks agrees that, except as provided in Article 7.4(a), he will not sell or offer to sell his interest in the Company for the first three years of this agreement. Except as provided in Article 7.4(a) or (b), no Member, or Assignee thereof, shall sell, assign or otherwise transfer any or all of his interest in the Company without: (i) obtaining the written consent of a Majority in Interest of the Members and (ii) giving notice to the Company and to all other Members of his intention or desire to make a sale, assignment or other transfer. Such notice from a member desiring to make a sale, assignment or other transfer shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the name and address of the purchaser (if applicable). For a period of sixty (60) days after such notice is given, the Company, the Company and the other Members, or the other Members alone, in the order listed, shall have the option to elect to buy all, but not less than all, of the interest offered by the offering Member. Such option shall be exercised by giving notice thereof to the offering Member, the Company and the other Members. The purchase shall be closed not more than sixty (60) days after expiration of the period during which the option may be exercised. If the Company fails to exercise its option with respect to the entire interest being offered, and more than one Member desires to purchase such interest, they shall be entitled to acquire such interest in proportion to the Members' Percentages held by the Members desiring to purchase such interest, unless they agree otherwise. If neither the Company nor any of the Members accept the offer and close the purchase as provided above,

then for ninety (90) days thereafter and subject to receiving the consent of a Majority in Interest of the Members, the offering Member may sell, assign or otherwise transfer his interest in the Company to others. The purchase price in the event of a sale shall be computed in the same manner as provided in Article 7.4(b) except for the \$100,000 minimum.

(d) Information on Proposed Assignee. Prior to consenting to any sale, assignment, or other transfer, the Members shall be assured that, among other things, the proposed Assignee is financially responsible, understands the nature of the Company, and intends to take and hold the interest transferred for investment for his own account and not for resale to others. In assuring themselves that the proposed Assignee satisfies the foregoing requirements, the Members may, at their option, require the proposed Assignee to submit such financial and other information as the Members, in their sole discretion, deem necessary or desirable. The Members shall not consent to a sale, assignment or other transfer of less than all of the interest of a Member unless, in the opinion of the Members, the Member's interest in the Company is large enough to be practicably divided.

(e) Prior FCC Consent. Notwithstanding any other provision of this Agreement, the parties recognize that the prior approval of the FCC may be required prior to the closing on the transfer of a Member's interest in the Company. The parties agree to cooperate with each other in preparing, filing and prosecuting any application to the FCC that may be required to transfer a Member's interest in accordance with this Agreement. To the extent required, no transfer pursuant to this Agreement shall be effective or consummated until such FCC consent has been obtained. The party acquiring an interest of a Member pursuant to this Agreement may delay closing on the purchase until such time as the FCC consent has become a "final order", that is, until such consent is no longer subject to further review or reconsideration by the FCC or any court having jurisdiction over the matter and the time for seeking such further review or reconsideration has expired. The party acquiring an interest of a Member shall be responsible for the payment of all FCC fees required in order to obtain such FCC consent.

**7.5. Basis Adjustment.** In the event of a transfer of all or part of the interest of a Member by sale or transfer in accordance with this Agreement, or on the death of a Member, at the request of any Member or the executor, administrator or other legal representative of a deceased Member, the Members may cause the Company to elect, pursuant to Section 754 of the Code, to adjust the basis of Company property as provided by Sections 734 and 743 of the Code.

#### **7.6. Substitute Members.**

(a) Admission of Assignee as a Member. The Assignee of a deceased, Bankrupt, terminated, or Incapacitated Member under Article 7.3, or an Assignee of an interest transferred in accordance with the terms of Article 7.4, may become a substitute Member subject to receiving the written consent of all of the other Members, which consent shall be within the sole discretion of the Members and shall be conditioned upon:

(i) The instrument of sale, assignment, or other transfer being in form and substance satisfactory to the Members;

(ii) The Assignee's written acceptance and adoption of all the terms, provisions and obligations under this Agreement, as the same may have been amended;

(iii) The Assignee paying to the Company all reasonable expenses connected with his admission, including, but not limited to, the cost of preparing any amendments to this Agreement to effect such admission: and

(iv) The satisfaction of such other conditions and the execution and acknowledgment of such instruments, documents, certificates, or other agreements as the Members may deem necessary or desirable.

(b) Refusal to Admit. If after a transfer in accordance Articles 7.3 or 7.4, the Assignee is not admitted as a substitute Member, such Assignee shall have none of the rights of a Member, except the right to receive the Assignee's share of Net Income, Net Losses, Net Gains and Net Losses from Capital Transactions, Cash from Operations,

03/30/94

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BARNES/THORNBURG

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ACTIVITY REPORT

TRANSMISSION OK

TRANSACTION #	1784
CONNECTION TEL	92944014
CONNECTION ID	G3
START TIME	03/30 14:29
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PAGES	4

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Robert A. Watson  
Secretary - Treasurer

March 30, 1994

RECEIVED

MAR 31 1994

MILLER, CANFIELD, PADDOCK AND STONE

Pathfinder Communications Corp.  
WCXY/WIMJ, Cincinnati  
WTRC/WLTA, Elkhart/South Ber  
WOHK-AM/FM, Fort Wayne  
WMEE, Fort Wayne  
WCUZ-AM/FM, Grand Rapids  
WQWQ, Muskegon  
BANNER GRAPHIC, Greencast  
Truth Publishing Company, Inc.  
THE ELKHART TRUTH  
KQLL-AM/FM, Tulsa

P.O. Box 2500  
Elkhart, Indiana 46515  
Telephone (219) 294-1661  
FAX (219) 294-4014

Federated Media



Eric V. Brown, Jr.  
Miller, Canfield, Paddock & Stone  
444 West Michigan Ave.  
Kalamazoo, MI 49007-3752

Dear Ric:

Attached are the originals of the Pledge Agreement, Guarantee and the Unanimous Written Consent. Please ask Dave Hicks to sign the Written Consent and return to me. Also attached is our check in the amount of \$696.88 made payable to Booth American representing closing costs.

If you have any questions, please call me.

Sincerely,

Robert A. Watson  
Secretary-Treasurer

RAW/md

Attachments

Federal Communications Commission	
Docket No.	MM-98-66 Exhibit No. 63
Presented by	MMB
Disposition	Identified <input checked="" type="checkbox"/>
	Received 0523 1998
	Rejected
Reporter	GA
Date	10-6-98

HICKS 101

HICKS 000693

ASSET PURCHASE AGREEMENT  
DATED NOVEMBER 30, 1993 BETWEEN  
BOOTH AMERICAN COMPANY  
AND HICKS BROADCASTING OF INDIANA, L.L.C.

CLOSING STATEMENT  
DATED MARCH 31, 1994

Purchase Price	\$0.00 at Closing
Adjustment for Selector Contract	525.00
Adjustment for Jams Contract	171.88
Amount payable to Booth American Company at Closing, by check or by wire transfer to:	
Comerica Bank Detroit Attn: Booth American Company Acct #1000111474 ABA #072000096 For the account of Booth American Company	
	\$696.88

This Closing Statement may be executed in counterpart, each of which will be deemed an original.

Booth American Company

Hicks Broadcasting of Indiana, L.L.C.

By: Paul A. Shefferly  
Its: Assistant Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

B7278e

ASSET PURCHASE AGREEMENT  
DATED NOVEMBER 30, 1993 BETWEEN  
BOOTH AMERICAN COMPANY  
AND HICKS BROADCASTING OF INDIANA, L.L.C.

CLOSING STATEMENT  
DATED MARCH , 1994

Purchase Price	\$0.00 at Closing
Adjustment for Selector Contract	525.00
Adjustment for Jams Contract	171.88
Amount payable to Booth American Company at Closing, by check or by wire transfer to:	
Comerica Bank Detroit Attn: Booth American Company Acct #1000111474 ABA #072000096 For the account of Booth American Company	
	\$696.88

This Closing Statement may be executed in counterpart, each of which will be deemed an original.

Booth American Company

Hicks Broadcasting of Indiana, L.L.C.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Its: \_\_\_\_\_

Its: MEMBER \_\_\_\_\_

B7278e

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PATH01387

MEMO	INVOICE DATE	INVOICE NUMBER	AMOUNT	DISCOUNT	NET AMOUNT
Closing Costs	3-29-94				\$696.88*

PATHFINDER COMMUNICATIONS CORP.

P.O. BOX 487, ELKHART, INDIANA 46515

DETACH BEFORE DEPOSITING



**PATHFINDER COMMUNICATIONS CORPORATION**

P.O. Box 487, Elkhart, Indiana 46515

WTRC/WYEZ Radio, Elkhart, IN  
 WOHK/WNEZ Radio, Ft. Wayne, IN  
 WCKY/WWEZ Radio, Cincinnati, OH  
 WCLZ/AMPM Radio, Grand Rapids, MI  
 WQWQ/WOPN Radio, Muskegon Heights, MI  
 KSIC/KVLT Radio, Tulsa-Owasso, OK  
 BANNER GRAPHIC, Greencastle, IN

71-114  
712

No. 05364

DATE  
3-30-94

CHECK NO.  
53642

--\$696.88\*--  
AMOUNT  
--\$696.88\*--

PAY TO THE ORDER OF

BOOTH AMERICAN

AMERITRUST NATIONAL BANK  
ELKHART, INDIANA

Pathfinder Communications Corp.

*[Handwritten Signature]*

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305 Society National Bank Building  
301 South Main Street  
Elkhart, Indiana 46516  
(219) 293-0681

TWX 810-341-3427 B&T LAW IND

Telecopier (Fax) Number: (219) 296-2535

**BARNES & THORNBURG**  
**Attorneys at Law**

FAX COVER SHEET

TO: Robert Watson                      COMPANY NAME:  
FROM: Scott Troeger                    TELECOPY NO.: 294-4014  
DATE: March 31, 1994                  TIME SENDING: \_\_\_\_\_  
NUMBER OF PAGES (INCLUDING THIS COVER SHEET): 3

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**MESSAGE:**

Federal Communications Commission	
Docket No. <u>MM-98-66</u>	Exhibit No. <u>64</u>
Presented by <u>MMB</u>	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <u>Oct 23, 1998</u>
	Rejected <input type="checkbox"/>
Reporter <u>gd</u>	
Date <u>10-6-98</u>	

CLIENT # 13956  
MATTER # 1

Original to follow by mail  
 Original will not follow by mail

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Indianapolis                      Fort Wayne                      South Bend                      Elkhart                      Washington, D.C.

PATH02154

# BARNES & THORNBURG

J. Scott Troeger  
(219) 296-2544

Suite 305  
301 South Main Street  
Elkhart, Indiana 46516  
(219) 293-0681

TWX 810-341-3427 B&T LAW IND  
Telecopier (219) 296-2535

**BY FACSIMILE TRANSMISSION**  
(219) 294-4014

March 31, 1994

Mr. Robert Watson  
421 South Second Street  
Elkhart, Indiana 46516

RE: Hicks Broadcasting of Indiana, LLC

Dear Bob:

Enclosed is a redlined page showing the changes we discussed. Please let me know if this accurately reflects your intent. I'll await your comments before sending this to Steve Stankewicz.

Sincerely yours,

BARNES & THORNBURG



J. Scott Troeger

JST:rds  
Enclosure  
cc: Mr. Samuel S. Thompson

JST06149

PATH02155

Indianapolis

Fort Wayne

South Bend

Elkhart

Washington, D.C.

### 7.3. Transfer on Death, Incapacity, Termination, or Bankruptcy of a Member.

**Transfer to Successor.** If the business of the Company is continued pursuant to Article 7.2 after the death, Bankruptcy, termination of existence, or Incapacity of a Member, then, except as otherwise provided in Article 7.3(b) hereof, such Member's estate, successor-in-interest or legal representative shall immediately succeed to such Member's interest in the Company, including the Member's share of Net Income, Net Losses, Net Gains and Net Losses from Capital Transactions, Cash from Operations, Cash from Sales, Cash from Financings and Liquidation Proceeds, and shall be deemed the Assignee of the deceased, Bankrupt, terminated, or Incapacitated Member. Subject to the provisions set forth in Article 7.4 below, the legal representative may assign such interest, and the Assignee thereof may become a substitute Member if the requirements of Article 7.6 are satisfied. The estate, successor-in-interest or legal representative, as the case may be, of the deceased, Bankrupt, terminated, or Incapacitated Member shall be liable for, and shall be bound by, all of such Member's obligations under this Agreement, including the Member's financial obligations, if any, under Article 4 hereof and the restrictions on transfer set forth in Article 7.1 hereof. In no event, however, shall the estate, legal representative or successor become a substitute Member unless the requirements of Article 7.6 are satisfied.

### 7.4. Sale, Assignment, Call Provision or Other Voluntary Transfer of Interest.

(a) **Permitted Transfers.** A Member, or an Assignee thereof, may sell, assign, gift, or otherwise transfer all or any part of his interest in the Company to any person who is, immediately prior to such transfer, a Member in the Company.

(b) **Call Provision.** Sarah F. Dunkel, Alec C. Dille, and John F. Dille IV, jointly, may at any time purchase all the interest of David L. Hicks in the Company, by giving written notice to David L. Hicks of intent to purchase his interest as provided in this subsection. If David L. Hicks becomes Incapacitated or dies, then Sarah F. Dille, Alec C. Dille and John F. Dille IV shall purchase all the interest of David L. Hicks in the Company. The purchase price for the interest of David L. Hicks in the Company under this subsection shall be equal to the sum of the Operating Cash Flow of Station WRBR multiplied by five, and that product multiplied by David L. Hicks' Membership Percentage, minus the debt of the Company multiplied by David L. Hicks' Membership Percentage. [Example: Operating Cash Flow of Station WRBR x 5 X 51% (David L. Hicks' current Membership Percentage) minus (Company Debt x 51% (David L. Hicks' current Membership Percentage))] For purposes of this provision, "Operating Cash Flow" means the following amount determined for the twelve month period ended immediately before the relevant date on which a notice of intent to purchase has been given under this subsection: net income, determined in accordance with generally accepted accounting principles, plus depreciation expense, plus interest expense, plus trade/barter expense, minus interest income and loan trade/barter revenue. The closing of the purchase of David L. Hicks' interest in the Company under this subsection shall take place within sixty (60) days after the Federal Communications Commission ("FCC") has approved the transfer. The purchase price shall be payable over a term of three years with interest at the rate of 2% over the prime rate. This debt shall be evidenced by a promissory note and shall be secured by a pledge of the interest in the Company. The purchase price computed in accordance with this provision shall be at a minimum equal to \$100,000.

(c) **Consent to Transfer; Right of First Refusal.** David L. Hicks agrees that, except as provided in Article 7.4(a) or 7.4(b), he will not sell or offer to sell his interest in the Company for the first three years of this agreement. Except as provided in Article 7.4(a) or (b), no Member, or Assignee thereof, shall sell, assign or otherwise transfer any or all of his interest in the Company without: (i) obtaining the written consent of a Majority in Interest of the Members and (ii) giving notice to the Company and to all other Members of his intention or desire to make a sale, assignment or other transfer. Such notice from a member desiring to make a sale, assignment or other transfer shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the name and address of the purchaser (if applicable). For a period of sixty (60) days after such notice is given, the Company, the Company and the other Members, or the other Members alone, in the order listed, shall have the option to elect to buy all, but not less than all, of the interest offered by the offering Member. In the case of the sale of the interest of David L. Hicks under this subsection, the purchase price shall at a minimum equal \$100,000. Such option shall be exercised by giving notice thereof to the offering Member, the Company and the other Members. The purchase shall be closed not more than sixty (60) days after expiration of the period during which the option may be exercised. If the Company fails to exercise its option with respect to the entire interest being offered, and more than one Member desires to purchase such

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BARNES/THORNBURG

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ACTIVITY REPORT

TRANSMISSION OK

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305 City National Bank Building  
301 South Main Street  
Elkhart, Indiana 46516  
(219) 293-0681

TWX 810-341-3427 B&T LAW IND

Telecopier (Fax) Number: (219) 296-2535

**BARNES & THORNBURG**  
Attorneys at Law

FAX COVER SHEET

TO: Steve Stankewicz  
FROM: Scott Troeger  
DATE: March 31, 1994

COMPANY NAME: Miller, Canfield, Paddock +  
Stor  
TELECOPY NO.: (219) 382-0244  
TIME SENDING: \_\_\_\_\_

NUMBER OF PAGES (INCLUDING THIS COVER SHEET): 4

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**MESSAGE:**

Federal Communications Commission	
Docket No. <u>MM-98-66</u>	Exhibit No. <u>65</u>
Presented by <u>MMB</u>	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <u>0423, 1998</u>
	Rejected _____
Reporter <u>SK</u>	
Date <u>10-6-98</u>	

CLIENT # 13956  
MATTER # 1

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**CONFIDENTIALITY NOTICE:** This message is for the exclusive use of the individual or entity to which it is addressed and is confidential. If you are not the addressee or an employee or agent of the addressee responsible for delivering it to the addressee, please do not read, use, disclose, copy or distribute this message and do not take any action in reliance upon it. If you have received this message in error, please notify us immediately by telephone (collect) to arrange for its return. We do not intend to waive any attorney-client or work product privilege by the transmission of this message.

Indianapolis

Fort Wayne

South Bend

Elkhart

Washington, D.C.

PATH02158

# BARNES & THORNBURG

Suite 105  
301 South Main Street  
Elkhart, Indiana 46516  
(219) 293-0681

J. Scott Troeger  
(219) 296-2544

TWX 810-341-3427 B&T LAW IND  
Telecopier (219) 296-2535

**BY FACSIMILE TRANSMISSION**

**March 31, 1994**

Mr. Stephen M. Stankewicz  
Miller, Canfield, Paddock & Stone  
444 West Michigan Avenue  
Kalamazoo, Michigan 49007

**RE: Hicks Broadcasting of Indiana, LLC**

Dear Steve:

Enclosed are redlined pages showing the changes we discussed. Please let me know if this accurately reflects your understanding.

Sincerely yours,

**BARNES & THORNBURG**

  
J. Scott Troeger

JST:rds

Enclosure

cc: Mr. Robert Watson  
Mr. Samuel S. Thompson

PATH02159

### 7.3. Transfer on Death, Incapacity, Termination, or Bankruptcy of a Member.

Transfer to Successor. If the business of the Company is continued pursuant to Article 7.2 after the death, Bankruptcy, termination of existence, or Incapacity of a Member, then, except as otherwise provided in Article 7.3(b) hereof, such Member's estate, successor-in-interest or legal representative shall immediately succeed to such Member's interest in the Company, including the Member's share of Net Income, Net Losses, Net Gains and Net Losses from Capital Transactions, Cash from Operations, Cash from Sales, Cash from Financings and Liquidation Proceeds, and shall be deemed the Assignee of the deceased, Bankrupt, terminated, or Incapacitated Member. Subject to the provisions set forth in Article 7.4 below, the legal representative may assign such interest, and the Assignee thereof may become a substitute Member if the requirements of Article 7.6 are satisfied. The estate, successor-in-interest or legal representative, as the case may be, of the deceased, Bankrupt, terminated, or Incapacitated Member shall be liable for, and shall be bound by, all of such Member's obligations under this Agreement, including the Member's financial obligations, if any, under Article 4 hereof and the restrictions on transfer set forth in Article 7.1 hereof. In no event, however, shall the estate, legal representative or successor become a substitute Member unless the requirements of Article 7.6 are satisfied.

### 7.4. Sale, Assignment, Call Provision or Other Voluntary Transfer of Interest.

(a) Permitted Transfers. A Member, or an Assignee thereof, may sell, assign, gift, or otherwise transfer all or any part of his interest in the Company to any person who is, immediately prior to such transfer, a Member in the Company.

(b) Call Provision. Sarah F. Dunkel, Alec C. Dille, and John F. Dille IV, jointly, may at any time purchase all the interest of David L. Hicks in the Company, by giving written notice to David L. Hicks of intent to purchase his interest as provided in this subsection. If David L. Hicks becomes Incapacitated or dies, then Sarah F. Dille, Alec C. Dille and John F. Dille IV shall purchase all the interest of David L. Hicks in the Company. The purchase price for the interest of David L. Hicks in the Company under this subsection shall be equal to the sum of the Operating Cash Flow of Station WRBR multiplied by five, and that product multiplied by David L. Hicks' Membership Percentage, minus the debt of the Company multiplied by David L. Hicks' Membership Percentage. [Example: Operating Cash Flow of Station WRBR x 5 X 51% (David L. Hicks' current Membership Percentage) minus (Company Debt x 51% (David L. Hicks' current Membership Percentage))] For purposes of this provision, "Operating Cash Flow" means the following amount determined for the twelve month period ended immediately before the relevant date on which a notice of intent to purchase has been given under this subsection: net income, determined in accordance with generally accepted accounting principles, plus depreciation expense, plus interest expense, plus trade/barter expense, minus interest income and loan trade/barter revenue. The closing of the purchase of David L. Hicks' interest in the Company under this subsection shall take place within sixty (60) days after the Federal Communications Commission ("FCC") has approved the transfer. The purchase price shall be payable over a term of three years with interest at the rate of 2% over the prime rate. This debt shall be evidenced by a promissory note and shall be secured by a pledge of the interest in the Company. The purchase price computed in accordance with this provision shall be at a minimum equal to \$100,000.

(c) Consent to Transfer; Right of First Refusal. David L. Hicks agrees that, except as provided in Article 7.4(a) or 7.4(b), he will not sell or offer to sell his interest in the Company for the first three years of this agreement. Except as provided in Article 7.4(a) or (b), no Member, or Assignee thereof, shall sell, assign or otherwise transfer any or all of his interest in the Company without: (i) obtaining the written consent of a Majority in Interest of the Members and (ii) giving notice to the Company and to all other Members of his intention or desire to make a sale, assignment or other transfer. Such notice from a member desiring to make a sale, assignment or other transfer shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the name and address of the purchaser (if applicable). For a period of sixty (60) days after such notice is given, the Company, the Company and the other Members, or the other Members alone, in the order listed, shall have the option to elect to buy all, but not less than all, of the interest offered by the offering Member. Such option shall be exercised by giving notice thereof to the offering Member, the Company and the other Members. The purchase shall be closed not more than sixty (60) days after expiration of the period during which the option may be exercised. If the Company fails to exercise its option with respect to the entire interest being offered, and more than one Member desires to purchase such interest, they shall be entitled to acquire such interest in proportion to the Members' Percentages held by the Members desiring to

purchase such interest, unless they agree otherwise. If neither the Company nor any of the Members accept the offer and close the purchase as provided above, then for ninety (90) days thereafter and subject to receiving the consent of a Majority in Interest of the Members, the offering Member may sell, assign or otherwise transfer his interest in the Company to others. The purchase price in the event of a sale shall be computed in the same manner as provided in Article 7.4(b) except that the \$100,000 minimum shall only apply under this subsection in the event of a sale of the interest of David L. Hicks.

(d) Information on Proposed Assignee. Prior to consenting to any sale, assignment, or other transfer, the Members shall be assured that, among other things, the proposed Assignee is financially responsible, understands the nature of the Company, and intends to take and hold the interest transferred for investment for his own account and not for resale to others. In assuring themselves that the proposed Assignee satisfies the foregoing requirements, the Members may, at their option, require the proposed Assignee to submit such financial and other information as the Members, in their sole discretion, deem necessary or desirable. The Members shall not consent to a sale, assignment or other transfer of less than all of the interest of a Member unless, in the opinion of the Members, the Member's interest in the Company is large enough to be practicably divided.

(e) Prior FCC Consent. Notwithstanding any other provision of this Agreement, the parties recognize that the prior approval of the FCC may be required prior to the closing on the transfer of a Member's interest in the Company. The parties agree to cooperate with each other in preparing, filing and prosecuting any application to the FCC that may be required to transfer a Member's interest in accordance with this Agreement. To the extent required, no transfer pursuant to this Agreement shall be effective or consummated until such FCC consent has been obtained. The party acquiring an interest of a Member pursuant to this Agreement may delay closing on the purchase until such time as the FCC consent has become a "final order", that is, until such consent is no longer subject to further review or reconsideration by the FCC or any court having jurisdiction over the matter and the time for seeking such further review or reconsideration has expired. The party acquiring an interest of a Member shall be responsible for the payment of all FCC fees required in order to obtain such FCC consent.

7.5. Basis Adjustment. In the event of a transfer of all or part of the interest of a Member by sale or transfer in accordance with this Agreement, or on the death of a Member, at the request of any Member or the executor, administrator or other legal representative of a deceased Member, the Members may cause the Company to elect, pursuant to Section 754 of the Code, to adjust the basis of Company property as provided by Sections 734 and 743 of the Code.

#### 7.6. Substitute Members.

(a) Admission of Assignee as a Member. The Assignee of a deceased, Bankrupt, terminated, or Incapacitated Member under Article 7.3, or an Assignee of an interest transferred in accordance with the terms of Article 7.4, may become a substitute Member subject to receiving the written consent of all of the other Members, which consent shall be within the sole discretion of the Members and shall be conditioned upon:

(i) The instrument of sale, assignment, or other transfer being in form and substance satisfactory to the Members;

(ii) The Assignee's written acceptance and adoption of all the terms, provisions and obligations under this Agreement, as the same may have been amended;

(iii) The Assignee paying to the Company all reasonable expenses connected with his admission, including, but not limited to, the cost of preparing any amendments to this Agreement to effect such admission; and

(iv) The satisfaction of such other conditions and the execution and acknowledgment of such instruments, documents, certificates, or other agreements as the Members may deem necessary or desirable.

03/31/84 11:43

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BARNES/THORNBURG

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ACTIVITY REPORT

TRANSMISSION OK

TRANSACTION #	1772
CONNECTION TEL	916163820244
CONNECTION ID	G3
START TIME	03/31 11:40
USAGE TIME	02'47
PAGES	4

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LAW OFFICES OF  
**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

SIDNEY T. MILLER (1884-1940)  
GEORGE L. CANFIELD (1866-1928)  
LEWIS H. PADDOCK (1866-1936)  
FERRIS D. STONE (1892-1946)

A PROFESSIONAL LIMITED LIABILITY COMPANY  
444 WEST MICHIGAN AVENUE  
KALAMAZOO, MICHIGAN 49007-3751

ANN ARBOR, MICHIGAN  
BLOOMFIELD HILLS, MICHIGAN  
DETROIT, MICHIGAN  
GRAND RAPIDS, MICHIGAN  
KALAMAZOO, MICHIGAN  
LANSING, MICHIGAN  
MONROE, MICHIGAN  
WASHINGTON, D.C.

AFFILIATED OFFICES:  
PENSACOLA, FLORIDA  
GDANSK, POLAND  
WARSAW, POLAND

STEVEN M. STANKIEWICZ  
(616) 383-5872

TELEPHONE (616) 381-7030  
FAX (616) 382-0244

March 31, 1994

S. Lee Johnson, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226-3583

Via Federal Express

Re: Sale of WRBR(FM)

Dear Mr. Johnson:

Enclosed in connection with the closing of the sale of WRBR(FM) are two executed originals of each of the following documents:

1. Assignment and Assumption Agreement;
2. Noncompetition Agreement;
3. Security Agreement;
4. Pledge Agreement;
5. Promissory Note (only one executed original);
6. Guaranty;
7. Certificate of David L. Hicks;
8. Notice to Escrow Agent;
9. Financing Statements (one executed copy of each);
9. Mortgage (only one executed copy).

Also enclosed is a check in the amount of \$696.88. The Mortgage and Affidavit have been sent to the title company for recording when the deed is recorded. The original of the Barnes and Thornburg Opinion Letter will be sent directly to you for delivery on Friday.

Very truly yours,

MILLER, CANFIELD, PADDOCK and STONE, P.L.C.

  
Steven M. Stankewicz

SMS/lsl

Enc

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**Federal Communications Commission**

Docket No. MM-98-66 Exhibit No. 66

Presented by MMB

Disposition

Reporter (Signature)

Date 11-6-98

Identified (Signature)

Received 11-4-98

Rejected

PROMISSORY NOTE

\$660,000.00

Maturity Date: January 1, 1998Dated: March 31, 1994

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Booth American Company, a Michigan corporation ("Booth") at its office at 333 W. Fort Street, 12th Floor, Detroit, Michigan 48226 or as the holder hereof may otherwise direct, the total amount of Six Hundred Sixty Thousand Dollars (\$660,000.00), constituting principal in the amount of \$460,000, and the remainder constituting interest. The principal of and interest on this Note shall be payable in lawful money of the United States of America in immediately available funds, in accordance with Schedule 2.1(a) attached hereto.

Interest will accrue on all past due amounts of principal and interest hereunder at an annual interest rate equal to the lesser of (1) 4% above the prime rate charged by Comerica bank at the time of such default (adjusted on an annual basis) and (2) the maximum interest rate allowable under applicable law.

If the undersigned fails to pay any installment as and when due under this Note, such failure shall constitute a default under this Note. In the event of any such default or any default under a certain Asset Purchase Agreement dated November 30, 1993 (the "Asset Purchase Agreement") or that certain Security Agreement (the "Security Agreement"), Guaranty (the "Guaranty"), Mortgage (the "Mortgage"), or a Pledge Agreement (the "Pledge Agreement") of even date herewith, the holder of this Note may, at its option, declare the entire amount due under this Note or otherwise immediately due and owing, and exercise all other rights and remedies afforded by law or available under the Asset Purchase Agreement, Security Agreement, Guaranty, Mortgage or Pledge Agreement; provided however, that the undersigned shall have thirty (30) days from the receipt of notice of any default which has not previously occurred (other than a default for which a grace period is already provided in the Asset Purchase Agreement, Security Agreement, Guaranty, Mortgage or Pledge Agreement) within which to cure the default before Booth may accelerate all future payments.

In the event Booth does not accelerate this Note upon a default: (1) all payments due hereunder shall be made in proper sequence, and (2) any accrued but unpaid interest due to late payments shall accrue interest at the rate specified above from the date of the default, to the extent permitted by law.

This Note may be voluntarily prepaid in whole or in part at any time without prepayment premium or penalty; provided, however, that any prepayment hereunder will not relieve the undersigned of its obligation to pay the full amount of principal and interest due or to become due hereunder (aggregating \$660,000), plus any accrued but unpaid interest due to late payments.

This Note is secured by the collateral and rights granted to Booth under the Security Agreement, the Guaranty, the Mortgage and the Pledge Agreement, the terms and conditions of which are incorporated by reference.

In the event the undersigned becomes insolvent, makes a general assignment for the benefit of creditors, or if a proceeding of any nature, whether voluntary or involuntary, is commenced by or against the undersigned pursuant to any state or federal bankruptcy or insolvency law, the holder of this Note may, at its option, immediately accelerate maturity of this Note and any other obligations of the undersigned to Booth and the balance of the principal of and interest due or to become due on this Note and all such other obligations shall become immediately due and payable. The undersigned agrees to pay all costs of collection and enforcement of this Note including reasonable attorneys' fees and court costs.

The undersigned, and all endorsers and guarantors, hereby severally waive valuation and appraisalment, presentment, protest and demand, notice of protest, demand, dishonor and nonpayment of this Note, and expressly agree that the maturity of this Note, or any payment hereunder, may be extended from time to time, without notice and without in any way affecting the liability of the undersigned or said endorsers or guarantors.

This Note shall be governed by and construed in accordance with the laws of the State of Indiana.

Hicks Broadcasting of Indiana, L.L.C.,  
an Indiana limited liability company

By: 

Its: Mensen

B3504c