

ORIGINAL

LAW OFFICES
LEVENTHAL, SENTER & LERMAN P.L.L.C.
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WASHINGTON, D.C. 20006-1809

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DOCKET FILE COPY ORIGINAL

April 11, 2001

RECEIVED

WWW.LSL-LAW.COM

Dennis P. Corbett
Ross G. Greenberg

APR 11 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

DIRECT DIAL
(202) 416-6780
(202) 416-6749

E-MAIL
DCORBETT@LSL-LAW.COM
RGREENBERG@LSL-LAW.COM

VIA HAND DELIVERY

Ms. Magalie R. Salas
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Joint Request for Approval of Withdrawal of Petition to Amend the FM Table of Allotments In the Matter of Amendment of Section 73.202(b), Table of Allotments, FM Broadcast Stations (Exmore and Cheriton, Virginia and Fruitland, Maryland) MM Docket No. 99-347, RM-9751, RM-9761

Dear Ms. Salas:

I am transmitting herewith an original and four copies of the Joint Request for Approval of Withdrawal of Petition to Amend the FM Table of Allotments of Be-More Broadcasting Company ("Be-More") and Great Scott Broadcasting ("Great Scott") in the above-referenced matter.

Should there be any questions for Be-More concerning this matter, please contact:

A. Wray Fitch III, Esq.
Gammon & Grange, P.C.
8280 Greensboro Drive, 7th Floor
McLean, VA 22102-3807
Telephone: 703-761-5013

No. of Copies rec'd 014
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LEVENTHAL, SENTER & LERMAN P.L.L.C.

Ms. Magalie R. Salas
April 11, 2001
Page -2 -

Should there be any questions for Great Scott concerning this matter, please contact the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ross G. Greenberg". The signature is written in a cursive style with a long, sweeping tail.

Dennis P. Corbett
Ross G. Greenberg

Enclosures

cc (w/encl.): Joint Request Certificate of Service List
A. Wray Fitch III, Esq.

RECEIVED

APR 11 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

In the Matter of

Amendment of Section 73.202(b),)	MM Docket No. 99-347
Table of Allotments,)	RM-9751
FM Broadcast Stations,)	RM-9761
(Exmore and Cheriton, Virginia and)	
Fruitland, Maryland))	

To: The Commission

JOINT REQUEST FOR APPROVAL OF WITHDRAWAL OF PETITION TO AMEND THE FM TABLE OF ASSIGNMENTS

Be-More Broadcasting (“Be-More”) and Great Scott Broadcasting (“Great Scott”), by their attorneys and pursuant to Section 1.420(j) of the Commission’s Rules, hereby request Commission approval of the withdrawal of Be-More’s July 27, 1999 Petition to Amend the FM Table of Assignments and August 11, 1999 Supplement to Petition to Amend the FM Table of Assignments proposing the reallocation of Channel 291B1 from Exmore, Virginia, and the allocation of Channel 291B to Cheriton, Virginia.^{1/}

As required by Rule 1.420(j), attached hereto are the underlying “Agreement to Withdraw FM Rule Making Petition” (the “Agreement”) and the Declarations of Be-More and Great Scott principals. Great Scott has proposed the deletion of Channel 298B at Exmore, Virginia, and assignment of Channel 298B1 for use at Fruitland, Maryland. The Agreement calls

^{1/} Be-More also requests that upon grant of this Joint Request, its January 31, 2000 Comments and February 15, 2000 Reply Comments in this proceeding be dismissed.

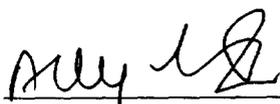
for, inter alia, reimbursement of Be-More's legitimate and prudent expenses in filing its Petition to Amend the FM Table of Assignments and related pleadings. Approval of this Agreement would clearly serve the public interest as it would simplify this proceeding, leaving Great Scott's proposal as the sole proposal before the Commission for grant.

CONCLUSION

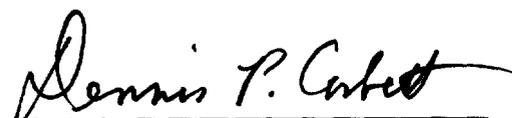
Having complied with 47 C.F.R. § 1.420(j), Be-More and Great Scott hereby request approval of the attached Agreement and the withdrawal of Be-More's Petition to Amend the FM Table of Assignments.

Respectfully submitted,

BE-MORE BROADCASTING

By: 
A. Wray Fitch III, Esq.
Gammon & Grange, P.C.
8280 Greensboro Drive, 7th Floor
McLean, VA 22102-3807

GREAT SCOTT BROADCASTING

By: 
Dennis P. Corbett, Esq.
Ross G. Greenberg, Esq.
Leventhal, Senter & Lerman P.L.L.C.
2000 K Street, N.W.
Suite 600
Washington, D.C. 20006

April 16, 2001

AGREEMENT TO WITHDRAW FM RULE MAKING PETITION

This Agreement To Withdraw FM Rule Making Petition ("Agreement") is made and entered into as of the 6th day of April 2001 among Be-More Broadcasting Company, a sole proprietorship owned by A. Wray Fitch, III ("BMBC"), Be-More Broadcasting, L.L.C., a Virginia limited liability company of which A. Wray Fitch, III is the sole member ("BMBLLC" and, collectively with BMBC, "Be-More") and Great Scott Broadcasting, a Pennsylvania limited partnership ("Great Scott").

WHEREAS, BMBC is the permittee of FM broadcast station WEXM(FM), Facility ID No. 78447, Exmore, Virginia ("Be-More's Exmore Station") and Great Scott is the licensee of FM radio station WKHI, Exmore, Virginia;

WHEREAS, BMBC and Great Scott are each participating in a rule making proceeding (MM Docket No. 99-347) at the Federal Communications Commission ("FCC") in which proposals have been made to, inter alia, change the community of license of Be-More's Exmore Station to specify Cheriton, Virginia in lieu of Exmore, Virginia, RM-9751 (the "Community Substitution");

WHEREAS, Great Scott is prosecuting in MM Docket No. 99-347 a rule making petition (RM-9761) in conflict with the Community Substitution;

WHEREAS, BMBC and Great Scott have each expended substantial resources over an extended period of time in connection with MM Docket No. 99-347 and desire to remove

the conflict between their competing proposals;

WHEREAS, the FCC has accepted for filing an application (FCC File No. BAPH-20010320AAC) to assign the construction permit for Be-More's Exmore Station from BMBC to BMBLLC;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

1. **Withdrawal of Rule Making Petition by Be-More; Payment by Great Scott.**

In consideration of Be-More's agreement herein and hereby to withdraw from the FCC its rule making petition RM-9751 to effectuate the Community Substitution, Great Scott agrees to reimburse Be-More in accordance with Paragraphs 2 and 3 hereof for its legitimate and prudent expenditures incurred in connection with MM Docket No. 99-347, in an amount not to exceed Five Thousand Dollars (\$5,000.00). Within three (3) business days of the date of execution of this Agreement, the parties agree to file with the FCC a joint petition for approval of this Agreement in the form of Attachment 1 hereto, together with all necessary supporting documentation ("Joint Request").

2. **Escrow Deposit.** No later than the fifth business day after this Agreement is submitted to the FCC for approval, Great Scott will deposit Five Thousand Dollars (\$5,000.00) ("Escrow Deposit") in the form of wire transfer or check into the escrow account of Leventhal, Senter & Lerman P.L.L.C. (the "Escrow Agent"). If for any reason the Escrow Deposit is not paid by Great Scott to the Escrow Agent by the due date specified above, the request for approval

of this Agreement submitted to the FCC will be immediately withdrawn and this Agreement will be null and void.

3. **Payment of Escrow Deposit.** Provided that the parties fulfill their respective obligations under Paragraphs 1 and 2 hereof, the Escrow Deposit or such lesser amount as is approved by the FCC will be paid by the Escrow Agent to Be-More on the fifth business day after the FCC approval of the Joint Request becomes final, no longer subject to administrative or judicial reconsideration or review ("Final Order"). All interest on the Escrow Deposit as well as any portion of the Escrow Deposit in excess of the reimbursable amount approved by the FCC will be paid to Great Scott at that same time.

4. **Representation of Be-More.** Be-More represents that it has incurred legitimate and prudent expenses in connection with RM-9751 at the FCC.

5. **Covenant of Be-More.** Be-More covenants and agrees that neither it nor any of its owners, principals, agents, employees or any affiliated entity controlled directly or indirectly by A. Wray Fitch, III or any immediate family member of A. Wray Fitch, III ("Be-More Affiliate") nor any successor or assign of the Be-More Station, will take or cause to be taken any action that will directly or indirectly impede or interfere with FCC grant by Final Order of Great Scott's petition for rulemaking (RM-9761) in MM Docket No. 99-347 ("Great Scott Grant"), provided, however, that nothing shall bar Be-More or its successors or assigns from seeking to reallocate its Exmore allocation in a separate rule making, so long as any such separate rule making request does not conflict with a Great Scott Grant. A proposal in a separate rule making

to, inter alia, allocate an FM channel to Exmore and reallocate Channel 291 to another community shall not be deemed a conflict, so long as such rulemaking proposal does not in any way propose or advocate that Great Scott's Channel 298B should remain in Exmore or otherwise propose operation which interferes with the operation of Channel 298B following the Great Scott Grant.

6. **Additional Filings.** Be-More and Great Scott agree to make any and all filings with the Commission reasonably necessary and required to effectuate the terms and intent of this Agreement, whether specifically enumerated in this Agreement or otherwise, and to otherwise cooperate with and assist each other in effectuating the terms and intent of this Agreement.

7. **Specific Performance.** Both parties hereto agree that the benefits to be obtained under this Agreement are unique and that each party will be irreparably harmed if this Agreement is not specifically enforced. Therefore, in the event that one party, in good faith, institutes any action seeking specific performance of the other party's performance under this Agreement, the party against which specific performance is sought agrees: (1) to waive the defense that the party seeking specific performance has an adequate remedy at law; and (2) to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

8. **No Other Consideration Promised.** Other than as set forth in this Agreement, none of the parties, nor any of their principals, has paid or promised to pay, directly or indirectly, any consideration whatsoever to any of the other parties or to any of the principals of the other parties with respect to the subject matter of this Agreement.

9. **Entire Agreement; Modification.** This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement. There are no other understandings, representations, or warranties, express or implied, oral or written, relating to the subject matter of this Agreement. This Agreement may not be changed, modified, or amended, in whole or in part, except in a writing executed by all parties to this Agreement.

10. **Choice of Law.** This Agreement shall be construed according to the laws of the State of Virginia, except for the choice of law rules of that state.

11. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

(a) If to Be-More:

6139 Franklin Park Road
McLean, VA 22101
Attention: A. Wray Fitch, III
Telecopy: 703-761-5023
Telephone: 703-761-5013

(b) If to Great Scott:

Great Scott Broadcasting
224 Mangers Mill Road
Pottstown, PA 19464
Attention: Mrs. Faye Scott
Telecopy: 610-326-4000
Telephone: 610-326-4809

With a copy (which shall not constitute notice) to:

Leventhal, Senter & Lerman P.L.L.C.
Suite 600
2000 K Street, N.W.
Washington, DC 20006
Attention: Dennis P. Corbett, Esq.
Telecopy: 202-293-7783
Telephone: 202-429-8970

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

12. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement.

13. Headings. The headings of the sections of this Agreement are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret, or construe the meanings of the parties, the scope of this Agreement, or the intent of any section hereof.

14. Valid Organization and Authorization. The parties hereto each respectively represent and warrant to the other that (a) it is duly organized, validly existing, and in good

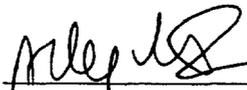
standing under the jurisdiction of its organization, and (b) the execution, delivery, and performance of this Agreement, without limitation, has been duly and effectively authorized.

15. Benefit and Assignment. This Agreement shall be binding upon the heirs, executors, administrators, assigns, successors, and legal representatives of the parties hereto. This Agreement shall be assignable on notice to the other party, provided, however, that, until a Great Scott Grant has been obtained, Be-More, after any assignment hereof, shall remain liable to Great Scott in accordance with this paragraph. Be-More shall be liable to Great Scott for liquidated damages in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) for an Event of Default (which shall be defined as any material breach of this Agreement by Be-More or any successor or assign of Be-More's Exmore Station, whether or not such successor or assign assumes this Agreement, which remains uncured five (5) days after Great Scott has given Be-More notice of such breach) in complete satisfaction of any claim against Be-More, but without limiting in any way Great Scott's right to pursue all remedies under the Certificate appended as Attachment 2 hereto, provided that Be-More shall remain fully liable to Great Scott for all damages resulting from any attempt by Be-More or a Be-More Affiliate to revoke or nullify the withdrawal of RM-9751 at the FCC. As a condition to closing any transfer or assignment of the FCC authorization for the Be-More Station, Be-More must deliver to Great Scott at such closing a Certificate, executed by a duly authorized representative of such transferee or assignee, in the form of Attachment 2 hereto.

16. Joint and Several Liability. The obligations of BMBC and BMBLLC under this Agreement shall be joint and several.

Signed and executed as of the date written above.

BE-MORE BROADCASTING COMPANY

By: 

A. Wray Fitch, III
Sole Proprietor

BE-MORE BROADCASTING, L.L.C.

By: 

A. Wray Fitch, III
Member

GREAT SCOTT BROADCASTING

By: _____
Faye Scott
President of the General Partner

Signed and executed as of the date written above.

BE-MORE BROADCASTING COMPANY

By: _____
A. Wray Fitch, III
Sole Proprietor

BE-MORE BROADCASTING, L.L.C.

By: _____
A. Wray Fitch, III
Member

GREAT SCOTT BROADCASTING

By: Faye Scott
Faye Scott
President of the General Partner

BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

In the Matter of

Amendment of Section 73.202(b),)	MM Docket No. 99-347
Table of Allotments,)	RM-9751
FM Broadcast Stations,)	RM-9761
(Exmore and Cheriton, Virginia and)	
Fruitland, Maryland))	

To: The Commission

**JOINT REQUEST FOR APPROVAL OF WITHDRAWAL
OF PETITION TO AMEND THE FM TABLE OF ASSIGNMENTS**

Be-More Broadcasting (“Be-More”) and Great Scott Broadcasting (“Great Scott”), by their attorneys and pursuant to Section 1.420(j) of the Commission’s Rules, hereby request Commission approval of the withdrawal of Be-More’s July 27, 1999 Petition to Amend the FM Table of Assignments and August 11, 1999 Supplement to Petition to Amend the FM Table of Assignments proposing the reallocation of Channel 291B1 from Exmore, Virginia, and the allocation of Channel 291B to Cheriton, Virginia.^{1/}

As required by Rule 1.420(j), attached hereto are the underlying “Agreement to Withdraw FM Rule Making Petition” (the “Agreement”) and the Declarations of Be-More and Great Scott principals. Great Scott has proposed the deletion of Channel 298B at Exmore, Virginia, and assignment of Channel 298B1 for use at Fruitland, Maryland. The Agreement calls

^{1/} Be-More also requests that upon grant of this Joint Request, its January 31, 2000 Comments and February 15, 2000 Reply Comments in this proceeding be dismissed.

for, inter alia, reimbursement of Be-More's legitimate and prudent expenses in filing its Petition to Amend the FM Table of Assignments and related pleadings. Approval of this Agreement would clearly serve the public interest as it would simplify this proceeding, leaving Great Scott's proposal as the sole proposal before the Commission for grant.

CONCLUSION

Having complied with 47 C.F.R. § 1.420(j), Be-More and Great Scott hereby request approval of the attached Agreement and the withdrawal of Be-More's Petition to Amend the FM Table of Assignments.

Respectfully submitted,

BE-MORE BROADCASTING

By: _____
A. Wray Fitch III, Esq.
Gammon & Grange, P.C.
8280 Greensboro Drive, 7th Floor
McLean, VA 22102-3807

GREAT SCOTT BROADCASTING

By: _____
Dennis P. Corbett, Esq.
Ross G. Greenberg, Esq.
Leventhal, Senter & Lerman P.L.L.C.
2000 K Street, N.W.
Suite 600
Washington, D.C. 20006

April ___, 2001

CERTIFICATE

For Ten Dollars (\$10.00) and other good and valuable consideration received from Great Scott Broadcasting, a Pennsylvania limited partnership ("Great Scott"), the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby certifies to Great Scott as follows:

1. The undersigned holds the FCC authorization to operate Station WEXM(FM), Facility ID No. 78447, Exmore, Virginia (the "Station").
2. The undersigned will not at any time file or cause to be filed any pleading, proposal, request for reinstatement or other document of any kind in MM Docket No. 99-347, a rulemaking proceeding now pending at the Federal Communications Commission (the "FCC"). The undersigned further certifies that it will not advocate or cause to be advocated in any other proceeding before the FCC that Great Scott's proposals in MM Docket No. 99-347 be dismissed or denied. However, the filing and prosecution by the undersigned of a new petition for rulemaking which proposes the removal of the Station from Exmore shall not constitute or be considered as a violation of this Certificate.
3. The undersigned acknowledges that its undertakings set forth in paragraph 2 above are legally binding and Great Scott is entitled to pursue all available remedies at law or equity for any breach by the undersigned of any of these undertakings.

4. Any agreement that may be entered into by the undersigned which involves the sale or assignment of the Station will include a provision requiring the assignee of the Station to endorse and ratify, and perform the undertakings set forth in, this Certificate.

Signed and dated this ____ day of _____, 2001

[NAME OF ASSIGNEE]

By: _____

DECLARATION

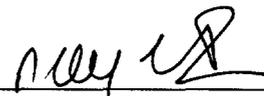
I, A. Wray Fitch III, sole proprietor of Be-More Broadcasting (“Be-More”), hereby certify that neither Be-More nor any principal of Be-More has received nor will receive any money or other consideration in excess of legitimate and prudent expenses in connection with the “Agreement to Withdraw FM Rule Making Petition” (the “Agreement”) between Be-More and Great Scott Broadcasting (“Great Scott”) involving the withdrawal of Be-More’s Petition to Amend the FM Table of Assignments and Supplement to Petition to Amend the FM Table of Assignments proposing the reallocation of Channel 291B1 from Exmore, Virginia, and allocation of Channel 291B to Cheriton, Virginia, MM-Docket No. 99-347, RM-9751.

Be-More’s legitimate and prudent expenses ~~to be reimbursed by Great Scott total~~ exceed \$5,000. An itemized accounting of the expenses to be reimbursed is attached hereto as **Exhibit A**.

There are no oral agreements between Be-More and Great Scott relating to the subject matter of the Agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

Executed April 10, 2001.



A. Wray Fitch III

EXHIBIT A

Be-More Broadcasting has incurred over \$2,000 in engineering fees and over \$3,000 in legal fees paid to Gammon & Grange, P.C. related to the rulemaking to reallocate Channel 291B to Cheriton, Virginia.

Invoice Number

953

Project Number

690-05-709-00-EXMORE

Invoice Date

4/10/00

Reference: *Petition for Rulemaking*

To:

*Mr. A. Wray Fitch
6139 Franklin Park Road
McLean, VA 22101*

Remit To:

*Carl T. Jones Corporation
7901 Yarnwood Court
Springfield, VA 22153-2899
USA*

Terms:

Net 30 Days

Purchase Order Number

Invoice Due Date

5/10/00

INVOICE

Period of Performance: *January 22, 2000 through February 4, 2000*

ENGINEERING SERVICES PERFORMED IN CONNECTION WITH:

Preparation of Comments for Petition for Rulemaking for Be-More Broadcasting.

15 Engineering Manhours @ \$130 Per Manhour

1,950.00

TOTAL AMOUNT DUE

\$1,950.00

CARL T. JONES CORPORATION

X
GANCAS
VA

Invoice Number
953
Invoice Date
4/10/00

Project Number
690-05-709-00-EXMORE

Reference: Petition for Rulemaking

To:
Mr. A. Wray Fitch
6139 Franklin Park Road
McLean, VA 22101

Remit To:
Carl T. Jones Corporation
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Springfield, VA 22153-2899
USA

Terms:
Net 30 Days

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5/10/00

INVOICE

Period of Performance: January 22, 2000 through February 4, 2000

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Preparation of Comments for Petition for Rulemaking for Be-More Broadcasting.

15 Engineering Manhours @ \$130 Per Manhour 1,950.00

A. WRAY FITCH, III
ELIZABETH B. FITCH
6139 FRANKLIN PARK RD. PH. 703-536-4559
MC LEAN, VA 22101

15-52
540
046099048
Date 8/31/00

4374

Pay to the order of CARL T. JONES CORP \$ 1,950.00

ONE THOUSAND NINE HUNDRED AND FIFTY EVEN Dollars

CRESTAR

Crestar Bank
Washington, DC

BE-MORE BROADCASTING (EXMORE VA) *A. Wray Fitch*

⑆054000522⑆ 046099048⑈ 4374

TOTAL AMOUNT DUE \$1,950.00

GAMMON & GRANGE, P.C.

ATTORNEYS AT LAW

SEVENTH FLOOR

8280 GREENSBORO DRIVE

MCLEAN, VA 22102-3807

(703) 761-5000

FACSIMILE: (703) 761-5023

TAX I.D.: 54-1607313

April 9, 2001

Statement # 27327

Be-More Broadcasting
A. Wray Fitch III
6139 Framklon Park Road
McLean, VA 22101

Re: 0807-001

VA Exmore

Account Summary

Professional Services

Fixed Fee for Rulemaking	\$5,500.00
Less: Payment Received	<u>(\$5,000.00)</u>
Balance Due	<u>\$ 500.00</u>

Please call us promptly with any questions (703-761-5000). We welcome all such questions and there is never any charge for discussing your statement with us. The charges listed above will be considered correct unless we hear from you within 15 days. Thank you for paying this account within 20 days. Nonpayment of this statement within 60 days will result in interest charges assessed at the rate of 1% per month on the total outstanding bill.

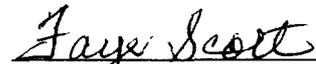
DECLARATION

I, Faye Scott, president of Great Scott Communications, Inc., general partner of Great Scott Broadcasting (“Great Scott”), hereby certify that neither Great Scott nor any principal of Great Scott has paid nor will pay any money or other consideration in excess of legitimate and prudent expenses of Be-More Broadcasting (“Be-More”) in connection with the “Agreement to Withdraw FM Rule Making Petition” (the “Agreement”) between Great Scott and Be-More involving the withdrawal of Be-More’s Petition to Amend the FM Table of Assignments and Supplement to Petition to Amend the FM Table of Assignments proposing the reallocation of Channel 291B1 from Exmore, Virginia, and allocation of Channel 291B to Cheriton, Virginia, MM-Docket No. 99-347, RM-9751.

There are no oral agreements between Great Scott and Be-More relating to the subject matter of the Agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

Executed April 10, 2001.



Faye Scott

CERTIFICATE OF SERVICE

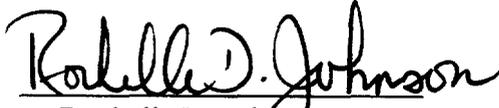
I, Rochelle D. Johnson, hereby certify that a true and correct copy of the foregoing
Joint Request for Approval of Withdrawal of Petition to Amend the FM Table of Assignments
was sent by first-class postage prepaid mail this 11th day of April 2001, to the following:

Cary S. Tepper, Esq.
Booth, Freret, Imlay & Tepper, P.C.
5101 Wisconsin Avenue, N.W.
Suite 307
Washington, D.C. 20016-4120
Counsel for Nassawadox-Exmore Radio Partners

Howard J. Braun, Esq.
Shelly Sadowsky, Esq.
Rosenman & Colin LLP
805 15th Street, N.W.
9th Floor
Washington, D.C. 20005
Counsel for Sound Enterprises, Inc.

John Griffith Johnson, Jr., Esq.
Bruce D. Ryan, Esq.
Katherine L. Calderazzi, Esq.
Paul, Hastings, Janofsky & Walker, LLP
1299 Pennsylvania Avenue, N.W.
10th Floor
Washington, D.C. 20004-2400
Counsel for Cumulus Licensing Corp.

* Mr. John A. Karousos
Chief, Allocations Branch
Mass Media Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
MAIL STOP 2-C207


Rochelle D. Johnson

*By hand delivery