

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

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Federal Communications Commission  
Office of Secretary

In the Matter of )  
)  
Amendment of Section 73.202(b), )  
Table of Allotments, )  
FM Broadcast Stations )  
(Georgetown, Mason, Oxford and West )  
Union, Ohio, and Salt Lick, Kentucky )

MB Docket No. 04-411  
RM-11096

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**CERTIFICATION PURSUANT TO SECTION 1.420(j)**

First Broadcasting Capital Partners, LLC ("First Broadcasting"), by its attorneys, and pursuant to Section 1.420(j)(5) of the Commission's Rules, 47 C.F.R. § 1.420(j)(5), hereby submits its affidavit in connection with the Request for Approval of Withdrawal filed by Gateway Radio Works ("Gateway") in the above-captioned proceeding.

The accompanying certification states that First Broadcasting has not paid or promised any consideration in excess of Gateway's legitimate and prudent expenses in exchange for the withdrawal. A copy of the agreement between First Broadcasting and Gateway has already been submitted to the Commission in connection with Gateway's Request for Approval of Withdrawal.

Respectfully submitted,

FIRST BROADCASTING CAPITAL PARTNERS, LLC

By: Mark N. Lipp  
Mark N. Lipp

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1455 Pennsylvania Ave, NW, Suite 600  
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Its Counsel

May 10, 2005

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**CERTIFICATION**

Hal A. Rose, Senior Vice President of First Broadcasting Capital Partners, LLC ("First Broadcasting"), hereby certifies and states as follows:

1. First Broadcasting has entered into an agreement (the "Option Agreement") with Gateway Radio Works, Inc. ("Gateway") in which, *inter alia*, First Broadcasting agreed to reimburse Gateway for its legitimate and prudent expenses incurred in connection with its participation in MB Docket No. 04-411 in exchange for Gateway's withdrawal from the proceeding. In lieu of paying the reimbursement directly to Gateway, First Broadcasting applied the payment as consideration for the option granted under the Option Agreement. Gateway has submitted a copy of the Option Agreement, together with an itemization of its expenses, to the Commission.

2. Neither First Broadcasting nor any of its principals, agents, or representatives has paid or promised to pay any consideration in excess of Gateway's legitimate and prudent expenses in exchange for Gateway's withdrawal from MB Docket 04-411. The Option Agreement embodies the entire agreement between First Broadcasting and Gateway relating to Gateway's withdrawal.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief. Executed on this 10<sup>th</sup> day of May, 2005.

  
Hal A. Rose

**CERTIFICATE OF SERVICE**

I, Giselle Abreu, an executive secretary in the law firm of Vinson & Elkins, do hereby certify that on this 10th day of May, 2005, I caused copies of the foregoing "**Certification Pursuant to Section 1.420(j)**" to be mailed, first class postage prepaid, or hand delivered, addressed to the following persons:

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\_\_\_\_\_  
Giselle Abreu

\* Hand-delivered