

Before the
Federal Communications Commission
Washington, D.C. 20554

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Federal Communications Commission
Office of Secretary

In the Matter of)
)
INTERMART BROADCASTING OF) File No. BMAP-20010719AAO
GEORGIA, INC.) File No. BL-20050802AGK
) Facility ID No. 87118
For Major Modification of CP and License)
WWAA(AM), Avondale Estates, GA)
)
AND)
) File No. BMAP-20010719AAN
CLEAR CHANNEL BROADCASTING) File No. BL-20031001CGE
LICENSES, INC.) Facility ID No. 87178
)
For Major Modification of CP and License)
WRL(AM), Berwyn, IL)
)
For Modification of the Table of Allotments ,) MB Docket No. 03-13
FM Broadcast Stations.) RM-10628
(Marion and Johnston City Illinois)) File No. BPH-20040427AAK
For Minor Change to a Licensed Facility CP) File No. BLH-2000503ABU
and License) Facility ID NO. 123
WDDD-FM Johnston City, IL)

To: Office of the Secretary
Attention: The Commission

JOINT REQUEST FOR APPROVAL
OF SETTLEMENT AGREEMENT

Infinity Broadcasting East, Inc.,¹ WGN Continental Broadcasting Company, Bonneville International Corporation (herein "Joint Parties"), InterMart Broadcasting of Georgia, Inc. ("InterMart"), and Clear Channel Broadcasting Licenses, Inc. ("Clear Channel"), by their respective counsel, and pursuant to Section 73.3588 of the Rules, hereby submit this Joint Request for Approval of Settlement Agreement concerning Joint Parties' filing of

¹ Infinity Broadcasting East Inc. is the successor in interest to Infinity Broadcasting Operations, Inc.

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List A B C D E

Applications for Review of the grant of the above-captioned major change construction permit applications , Petition for Rulemaking, and Minor Change to Licensed Facility application (File Nos. BMAP-20010719AAO and BMAP-20010719AAO) for WWAA(AM), Adel (Avondale Estates), Georgia and WWRL(AM), Johnston City (Berwyn), Illinois (MB Docket No. 03-13, and File No. BPH-20040427AAK for WDDD-FM). The pleading cycles have concluded and the Joint Parties, InterMart, and Clear Channel have now mutually agreed, subject to Commission approval, to resolve their differences.

The instant Joint Request transmits a Settlement Agreement to the FCC for approval, which would settle this matter.

Subject to FCC approval, Joint Parties would withdraw their Application for Review of the action of the Chief, Media Bureau by letter dated July 24, 2003 (WRL) and Infinity would withdraw its Application for Review of the action of the Chief, Media Bureau by letter dated August 5, 2004 (WWAA) , August 25, 2003 (WDDD-FM NPRM) and May 14, 2004 (WDDD-FM Minor Change) to permit the actions granting the major change construction permits Petition for Rulemaking, and Minor Change Permit to become “final” actions, and to permit grants of the pending applications for license. In return, InterMart and Clear Channel would reimburse Joint Parties up to a total of \$\$149,521.58 as set forth in detail in Schedule 2 to the Settlement Agreement for their legitimate and prudent expenses in opposing InterMart’s and Clear Channel’s applications.

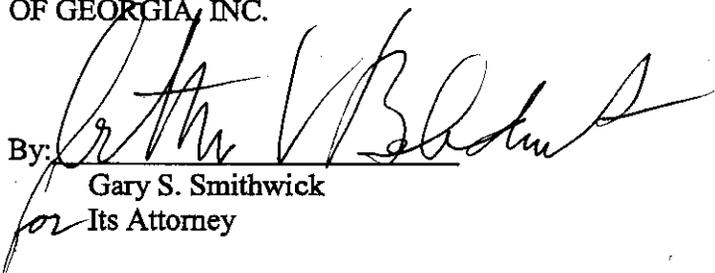
These matters are addressed in the attached Settlement Agreement. The attached agreement contains a statement made under penalty of perjury certifying to the

Commission that none of Joint Parties or their principals, has received or will receive any money or other consideration in excess of legitimate and prudent expenses in connection with the dismissal of Joint Parties Applications for Review. Likewise, the Agreement contains a statement made under penalty of perjury, that InterMart and Clear Channel certify to the Commission that neither InterMart, Clear Channel, nor their principals, has paid or will pay money or other consideration in excess of the legitimate and prudent expenses of Joint Parties.

WHEREFORE, in consideration of the above, it is respectfully requested that the attached (a) Settlement Agreement be approved and (b) the Applications for Review filed by Joint Parties, BE DISMISSED.

Respectfully submitted,

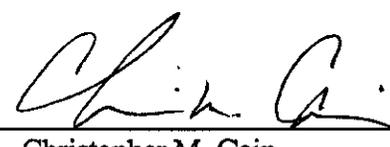
INTERMART BROADCASTING
OF GEORGIA, INC.

By: 

Gary S. Smithwick
for Its Attorney

Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, NW
Suite 301
Washington, DC 20016
202-363-4560

CLEAR CHANNEL
BROADCASTING LICENSES, INC.

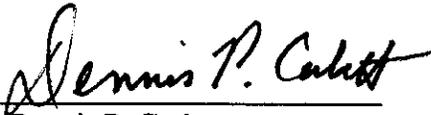
By: 

Christopher M. Cain
Senior Corporate Counsel

~~Clear Channel Communications, Inc.~~

200 E. Basse Road
San Antonio, TX 78209

INFINITY BROADCASTING
EAST INC.

By: 
Dennis P. Corbett
Its Attorney

Leventhal Senter & Lerman PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006
202-429-8970

WGN CONTINENTAL
BROADCASTING COMPANY

By: _____
R. Clark Wadlow
Its Attorney

Sidley Austin Brown & Wood LLP
1501 K Street, NW
Washington, DC 20005
202-736-8215

BONNEVILLE INTERNATIONAL
CORPORATION

By: _____
Kenneth E. Satten
Its Attorney

Wilkinson Barker Knauer, LLP
2300 N Street, NW
Suite 700
Washington, DC 20037-1128

November __, 2005

200 E. Basse Road
San Antonio, TX 78209

INFINITY BROADCASTING
EAST, INC.

By: _____
Dennis P. Corbett
Its Attorney

Leventhal Senter & Lerman PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006
202-429-8970

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BROADCASTING COMPANY

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R. Clark Wadlow
Its Attorney

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Dennis P. Corbett
Its Attorney

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Washington, DC 20006
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BROADCASTING COMPANY

By: _____
R. Clark Wadlow
Its Attorney

Sidley Austin Brown & Wood LLP
1501 K Street, NW
Washington, DC 20005
202-736-8215

BONNEVILLE INTERNATIONAL
CORPORATION

By:  _____
Kenneth E. Satten
Its Attorney

Wilkinson Barker Knauer, LLP
2300 N Street, NW
Suite 700
Washington, DC 20037-1128

November 21, 2005

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 21st day of November, 2005, by and among InterMart Broadcasting of Georgia, Inc. ("InterMart") and Clear Channel Broadcasting Licenses, Inc. ("Clear Channel") (InterMart and Clear Channel herein jointly referred to as "Licensees") and Infinity Broadcasting East, Inc. successor in interest to Infinity Broadcasting Operations, Inc. ("Infinity"); WGN Continental Broadcasting Company ("WGN"); and Bonneville International Corporation ("Bonneville") (Infinity, WGN, and Bonneville herein jointly referred to as "Joint Parties," and InterMart, Clear Channel, Infinity, WGN, and Bonneville herein jointly referred to as "Parties").

WITNESSETH:

WHEREAS, InterMart is the holder of a license from the Federal Communications Commission ("FCC") to operate Expanded Band AM Station WWAA(AM), Facility ID No. 87118, at Adel, Georgia. InterMart holds a major change construction permit (File No. BMAP-20010719AAO) ("WWAA Permit") from the FCC to relocate WWAA from Adel to Avondale Estates, Georgia. InterMart has filed an application (File No. BL-20050802AGK) ("WWAA License Application") for license to cover the WWAA Permit.

WHEREAS, Clear Channel is holder of a major change construction permit (File No. BMAP-20010719AAN)("WRLI Permit") from the FCC to relocate WRLI from Johnston City to Berwyn, Illinois. Clear Channel has filed an application (File No. BL-20031001CGE) ("WRLI License Application") for license to cover the WRLI Permit.

WHEREAS, Clear Channel was the successful petitioner for Modification of the Table of Allotments of FM Broadcast stations (MB Docket No. 03-13) ("WDDD-FM NPRM") from the FCC to reallocate Channel 297B from Marion to Johnston City Illinois.

WHEREAS, Clear Channel is holder of a minor change construction permit (File No. BPH-20040427AAK) ("WDDD-FM Permit") from the FCC to relocate WDDD from Marion to Johnston City Illinois. Clear Channel has filed an application (File No. BLH-20050503ABU) ("WDDD-FM License Application") for license to cover the WDDD-FM Permit.

WHEREAS, the Joint Parties on May 31, 2002, filed a Petition to Deny the WRLI Permit application, which Petition the FCC denied on July 24, 2003. On August 25, 2003, the Joint Parties filed an Application for Review of the FCC's Action ("WRLI Application for Review").

WHEREAS, on September 22, 2003, Infinity filed a Petition for Reconsideration of the FCC's grant of the WWAA Permit, which petition was denied August 5, 2004; and on September 9, 2004, Infinity filed an Application for Review of the FCC's denial of Infinity's Petition for Reconsideration of the grant of the WWAA Permit ("WWAA Application for

Review”). (The WRLI and WWAA Applications for Review and related pleadings are herein jointly referred to as “Joint Parties’ Adverse Pleadings”).

WHEREAS, on August 25, 2003, the Joint Parties filed an Application for Review of the FCC’s July 24, 2003 Report and Order granting reallocation of Channel 297B from Marion to Johnston City, Illinois. On September 24, 2003 Joint Parties filed Reply to Opposition to Application for Review (This Application for Review and related pleadings are herein called “Joint Parties Adverse Pleadings”).

WHEREAS, on May 14, 2004, the Joint Parties filed an Informal Objection to the minor change construction permit application (File No. BPH-20040427AAK) seeking to have it dismissed. (This Informal Objection and related pleadings are herein called “Joint Parties Adverse Pleadings”).

WHEREAS, the Parties believe that a settlement upon the terms set forth in this Agreement will serve the public interest in that it will speed the resolution of the pending proceedings before the Commission, and thereby remove any impediments to the inauguration of first local AM service to Berwyn, Illinois, and Avondale Estates, Georgia;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. **Dismissal of Applications for Review.** Joint Parties agree to request dismissal of the Joint Parties’ Adverse Pleadings in the Joint Request (defined in Paragraph 3 below) and to dismiss the Joint Parties’ Adverse Pleadings subject to approval of the Joint Request by Final Action (defined in Paragraph 6, below).

2. **Consideration for Dismissal.** In consideration for Joint Parties’ agreement to dismiss the Joint Parties’ Adverse Pleadings, Clear Channel and InterMart agree to pay to Infinity, WGN, and Bonneville, within five business days of the Commission’s dismissal of all Joint Parties’ Adverse Pleadings and approval of the Joint Request by Final Action as provided herein, the sums listed on Schedule 2 attached hereto (the “Aggregate Settlement Amount”). To secure their payment obligations hereunder, Clear Channel and InterMart agree to place the Aggregate Settlement Amount in escrow with Edward Esserman (“Escrow Agent”) within five (5) business days of the FCC’s initial approval of the Joint Request. Distribution of the escrowed funds will be made by the Escrow Agent pursuant to this Agreement and the Escrow Agreement which comprises Attachment A hereto.

3. **Request for FCC Consent.** The Parties agree to file a Joint Request for Approval of Settlement Agreement (the “Joint Request”) in the form required by Section 73.3588 of the Commission’s Rules, requesting that the FCC issue an order or orders: (i) granting the Joint Request; (ii) approving this Agreement; (iii) dismissing the Joint Parties’ Adverse Pleadings and (iv) granting the WRLI License Application and the WWAA License

Application as contemplated by this Agreement. The Parties shall in good faith pursue approval by the FCC of the Joint Request and shall cooperate fully with each other and with the FCC and take whatever additional action is necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement. Neither Party shall take any action adverse to this Agreement or either Joint Request. Attached hereto as Schedule 3.1 are (a) certifications from each of the Joint Parties that none of the Joint Parties or any of their principals has received or will receive any money or other consideration in excess of legitimate and prudent expenses in exchange for the dismissals of the Joint Parties' Adverse Pleadings and (b) an itemized accounting of the expenses for which each of the Joint Parties seek reimbursement. Attached hereto as Schedule 3.2 are certifications from Clear Channel and InterMart that neither Clear Channel nor InterMart nor any of their principals has paid or will pay any money or other consideration in excess of the legitimate and prudent expenses of the Joint Parties in exchange for the dismissal or withdrawal of the Joint Parties' Adverse Pleadings.

4. Authorization and Binding Obligation. The Parties represent to one another that they each have the power and authority to enter into and carry out this Agreement and that this Agreement constitutes a valid and binding obligation of each of them in accordance with its terms.

5. Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be sent by first class mail, postage prepaid and, pending the designation of another address, addressed as follows:

If to InterMart:

Ms. Patricia S. Woods
3434 Southwest 26th Avenue
Cape Coral, FL 33914

With a copy to:

Gary S. Smithwick, Esq.
Smithwick & Belendiuk, PC
5028 Wisconsin Avenue, NW
Suite 301
Washington, DC 20016

If to Clear Channel:

Mr. Troy Langham
Clear Channel Radio
2625 S. Memorial Dr. Suite A
Tulsa, OK 74129
(918)664-4581

With copy to:

Christopher M. Cain, Esq.
Senior Corporate Counsel
Clear Channel Communications, Inc.
200 E. Basse Road
San Antonio, TX 78209

If to Infinity:

Joel Hollander
Infinity Broadcasting East, Inc.
1515 Broadway, 46th Floor
New York, NY 10036

With copy to:

Steven A. Lerman
Leventhal Senter & Lerman PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006

If to WGN:

Crane H. Kenney
Secretary
435 North Michigan Avenue
Chicago, Illinois 60611

With copy to:

R. Clark Wadlow
Sidley Austin Brown & Wood LLP
1501 K Street, NW
Washington, DC 20005

If to Bonneville:

David K. Redd
55 North 300 West
Suite 800
Salt Lake City, UT 84180-1109

With copy to:

Kenneth E. Satten
Wilkinson Barker Knauer LLP
2300 N Street, NW
Suite 700
Washington, DC 20037

6. **Final Action.** The obligations of the Parties are expressly conditioned upon the FCC taking “Final Action” simultaneously approving this Agreement and the Joint Request in their entirety so as to fully resolve any and all of the Joint Parties’ objections to the grant of the WRLI Permit, the WWA Permit, the WRLI License Application and the WWA License Application. For purposes of this Agreement, an action by the FCC shall be a “Final Action” when the time for filing any requests for administrative or judicial review of such action, or for the FCC to reconsider such action on its own motion, has lapsed without any such filing or motion having been filed or, in the event of any such filing or motion, it shall have been disposed of in a manner so as not to affect the validity of the action taken and the time for seeking further administrative or judicial review with respect to the action shall have expired without any request for such further review having been filed.

7. **Entire Agreement.** Except as otherwise set forth herein, this Agreement constitutes the entire understanding of the Parties, and no other consideration, action or forbearance is contemplated or relied upon by them. This Agreement may not be amended or modified except by a writing signed by all Parties.

8. **Enforcement.** Should the Parties engage in litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys’ fees and costs as shall be determined by the court. The Parties recognize that this Agreement confers a unique benefit, the loss of which cannot be compensated for through monetary damages. Thus, in the event of a breach of this Agreement, the Parties acknowledge that specific performance or other equitable relief would be an appropriate remedy, and agree to waive any defense that there is an adequate remedy at law for breach of this Agreement.

9. **Assignment and Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their heirs, successors, executors, legal representatives and assigns, provided however that no Party may voluntarily assign this Agreement without the express written consent of all other Parties.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without application of conflicts of laws principles. The Parties agree to accept the jurisdiction of the courts of the State of New York for the resolution of any disputes under this Agreement.

12. **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

13. **Counterparts.** This Agreement may be executed in one or more counterparts and shall be binding when it has been executed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement or have caused this Agreement to be executed on their behalf to be effective as of the date first set forth above.

INTERMART BROADCASTING
OF GEORGIA, INC.

By: 
VP

CLEAR CHANNEL
BROADCASTING LICENSES, INC.

By: _____

INFINITY BROADCASTING
EAST, INC.

By: _____

WGN CONTINENTAL
BROADCASTING COMPANY

By: _____

Crane H. Kenney
Secretary

BONNEVILLE INTERNATIONAL
CORPORATION

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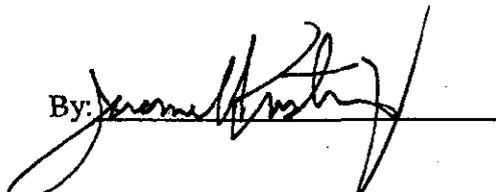
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INTERMART BROADCASTING
OF GEORGIA, INC.

By: _____

CLEAR CHANNEL
BROADCASTING LICENSES, INC.

By:  _____

INFINITY BROADCASTING
EAST, INC.

By: _____

WGN CONTINENTAL
BROADCASTING COMPANY

By: _____

Crane H. Kenney
Secretary

BONNEVILLE INTERNATIONAL
CORPORATION

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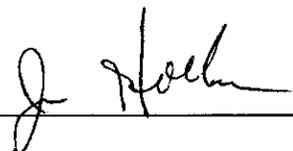
INTERMART BROADCASTING
OF GEORGIA, INC.

By: _____

CLEAR CHANNEL
BROADCASTING LICENSES, INC.

By: _____

INFINITY BROADCASTING
EAST INC.

By:  _____

WGN CONTINENTAL
BROADCASTING COMPANY

By: _____

Crane H. Kenney
Secretary

BONNEVILLE INTERNATIONAL
CORPORATION

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INTERMART BROADCASTING
OF GEORGIA, INC.

By: _____

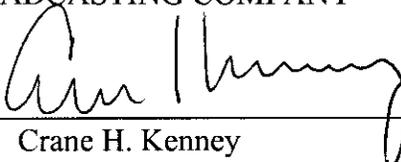
CLEAR CHANNEL
BROADCASTING LICENSES, INC.

By: _____

INFINITY BROADCASTING
EAST, INC.

By: _____

WGN CONTINENTAL
BROADCASTING COMPANY

By: 
Crane H. Kenney
Secretary

BONNEVILLE INTERNATIONAL
CORPORATION

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IN WITNESS WHEREOF, the Parties have executed this Agreement or have caused this Agreement to be executed on their behalf to be effective as of the date first set forth above.

INTERMART BROADCASTING
OF GEORGIA, INC.

By: _____

CLEAR CHANNEL
BROADCASTING LICENSES, INC.

By: _____

INFINITY BROADCASTING
EAST, INC.

By: _____

WGN CONTINENTAL
BROADCASTING COMPANY

By: _____

Crane H. Kenney
Secretary

BONNEVILLE INTERNATIONAL
CORPORATION

By: David K. [Signature]

Schedule 2

Infinity Broadcasting East Inc.	\$127,676.28*
WGN Continental Broadcasting Company	\$6,850.00*
Bonneville International Corporation	<u>\$14,995.30*</u>
TOTAL	\$149,521.58

Pursuant to an agreement between InterMart and Clear Channel, InterMart shall be responsible for \$99,521.58 and Clear Channel shall be responsible for \$50,000.00 of the Aggregate Settlement Amount.

CERTIFICATION

I, Patricia S. Woods, under penalty of perjury, declare as follows:

I am Vice President of InterMart Broadcasting of Georgia, Inc. ("InterMart").

I certify that neither InterMart, nor any of its principals, has paid or will pay any money or other consideration in excess of legitimate and prudent expenses in exchange for the withdrawal of the Joint Parties' Adverse Pleadings as defined in the Settlement Agreement.

Executed this 7th day of November, 2005.

A handwritten signature in black ink, appearing to read "Pat S Woods", written over a horizontal line.

CERTIFICATION

I, _____, under penalty of perjury, declare as follows:

I am _____ of Clear Channel Broadcasting Licenses, Inc.
("Clear Channel").

I certify that neither Clear Channel, nor any of its principals, has paid or will pay any money or other consideration in excess of legitimate and prudent expenses in exchange for the withdrawal of the Joint Parties' Adverse Pleadings as defined in the Settlement Agreement.

Executed this 16 day of November, 2005.

A handwritten signature in cursive script, appearing to read "Jerome Krutman", is written over a horizontal line.

CERTIFICATION

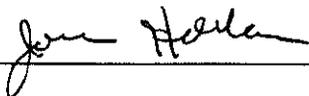
I, Joel Hollander, under penalty of perjury, declare as follows:

I am Chairman and CEO of Infinity Broadcasting East Inc. ("Infinity").

I certify that neither Infinity, nor any of its principals, has received or will receive any money or other consideration in excess of legitimate and prudent expenses in exchange for the withdrawal of the "Adverse Pleadings" as defined in the Settlement Agreement.

Attached hereto is an itemized accounting of the legal fees for which Infinity seeks reimbursement from Clear Channel Broadcasting Licenses, Inc., and InterMart Broadcasting of Georgia, Inc.

Executed this 17 day of November, 2005.





LEVENTHAL SENTER & LERMAN PLLC

November 17, 2005

DENNIS P. CORBETT
(202) 416-6780

E-MAIL
DCORBETT@LSL-LAW.COM

Mr. Joel Hollander
Chairman and CEO
Infinity Broadcasting East Inc.
1515 Broadway, 46th Floor
New York, NY 10036

Re: Legal Fee Reimbursement

Dear Mr. Hollander:

In connection with our representation of Infinity Broadcasting East Inc. and its opposition to Clear Channel Broadcasting Licenses, Inc.'s move of expanded band AM Station WRLL from Johnston City, Illinois to Berwyn, Illinois (and a related FM rulemaking proceeding, MB Docket No. 03-13) and Infinity's opposition to InterMart Broadcasting of Georgia, Inc.'s move of expanded band AM Station WWAA from Adel, Georgia to Avondale Estates, Georgia, our legal fees billed to Infinity were as follows in the following months:

<u>Bill Date</u>	<u>Amount</u>
May 24, 2002	\$3,475.00
June 20, 2002	\$20,727.50
July 31, 2002	\$18,145.00
February 11, 2003	\$5,505.00
April 2, 2003	\$5,898.75
April 25, 2003	\$7,310.00
May 29, 2003	\$1,220.00
June 20, 2003	\$207.50
August 22, 2003	\$1,435.00
September 29, 2003	\$25,307.50
December 2, 2003	\$12,592.50
June 23, 2004	\$3,855.00
November 29, 2004	\$4,567.50
December 21, 2004	\$14,466.25
TOTAL:	\$124,712.50

Sincerely,

Dennis P. Corbett

CERTIFICATION

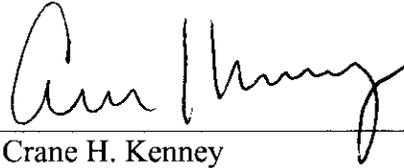
I, Crane H. Kenney, under penalty of perjury, declare as follows:

I am Secretary of WGN Continental Broadcasting Company ("WGN").

Attached hereto is an itemized accounting of the expenses for which WGN seeks reimbursement from Clear Channel Broadcasting Licenses, Inc., and InterMart Broadcasting of Georgia, Inc.

I certify that neither WGN, nor any of its principals, has received or will receive any money or other consideration in excess of legitimate and prudent expenses in exchange for the withdrawal of the "Adverse Pleadings" as defined in the Settlement Agreement.

Executed this ____ day of November, 2005.

A handwritten signature in cursive script, appearing to read "Crane H. Kenney", is written over a horizontal line.

Crane H. Kenney

CERTIFICATION

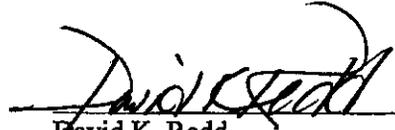
I, David K. Redd, under penalty of perjury, declare as follows:

I am Secretary of Bonneville International Corporation ("Bonneville").

Attached hereto is an itemized accounting of the expenses for which Bonneville seeks reimbursement from Clear Channel Broadcasting Licenses, Inc., and InterMart Broadcasting of Georgia, Inc.

I certify that neither Bonneville, nor any of its principals, has received or will receive any money or other consideration in excess of legitimate and prudent expenses in exchange for the withdrawal of the "Adverse Pleadings" as defined in the Settlement Agreement.

Executed this 9th day of November, 2005.



David K. Redd

WILKINSON) BARKER) KNAUER) LLP

2300 N STREET, NW
SUITE 700
WASHINGTON, DC 20037
TEL 202.783.4141
FAX 202.783.5851
www.wbklaw.com

November 9, 2005

David K. Redd, Esq.
Secretary
Bonneville International Corporation
55 North 300 West, Suite 800
Salt Lake City, UT 84180-1109

Re: Legal Fee Reimbursement

Dear Mr. Redd:

In connection with our representation of Bonneville International Corporation and its opposition to Clear Channel Broadcasting Licenses, Inc.'s move of expanded band AM Station WRLL from Johnston City, Illinois to Berwyn, Illinois (and a related FM rulemaking proceeding, MB Docket No. 03-13), our legal fees billed to Bonneville were as follows in the following months:

<u>Invoice Date</u>	<u>Amount</u>
June 28, 2002	\$4,880.97
July 29, 2002	\$3,545.24
January 31, 2003	\$325.00
February 28, 2003	\$589.20
March 31, 2003	\$778.50
April 30, 2003	\$715.00
May 29, 2003	\$97.50
August 29, 2003	\$388.89
September 24, 2003	\$986.00
October 28, 2003	\$1,258.00
November 24, 2003	\$408.00
December 30, 2003	\$68.00
April 27, 2004	\$102.00
June 1, 2004	\$748.00
July 29, 2004	\$105.00
TOTAL:	\$14,995.30

Sincerely,

WILKINSON BARKER KNAUER, LLP



By: Kenneth E. Satten