

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),)
FM Table of Allotments,)
For FM Broadcast Stations.)

(High Point and Liberty, North Carolina))

MB Docket No. 05-115
RM-11202

To: Office of the Secretary, to forward to
Assistant Chief (Allocations), Audio Division, Media Bureau

RESPONSE TO REQUEST FOR SUPPLEMENTAL INFORMATION

Capstar TX Limited Partnership ("Capstar"), the licensee of WVBZ(FM), Channel 262C, High Point, North Carolina (Facility ID No. 74204), by its attorneys, hereby responds to the Request for Supplemental Information issued by the Assistant Chief, Audio Division, Media Bureau, DA 06-1050 (rel. May 19, 2006) (the "Request"). The Request relates to Capstar's request for approval of the withdrawal of its interest in the reallocation of WVBZ(FM) from Channel 262C at High Point, North Carolina, to Channel 262CO at Liberty, North Carolina.

The Request requested that Capstar submit in this proceeding a copy of the Modification and Option Agreement dated as of February 27, 2006, entered into by Capstar Radio Operating Company, an affiliate of Capstar, and Capitol Broadcasting Company, Inc. ("Capitol") (the "Modification Agreement") and to demonstrate whether the value of the lease extension and the right of first refusal in the Modification Agreement exceeds Capstar's itemized legitimate and prudent expenses in prosecuting the proposed reallocation to Liberty.

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In response to the Request, Capstar hereby submits a copy of the executed *Modification Agreement, as well as the Antenna Site Lease Agreement dated June 1, 1986*, referred to in the Modification Agreement. See Attachments A and B hereto.

As to the lease extension for Capstar's use of the "Dallas" tower and the option/rights of first refusal for additional space on the Dallas and "Garner" towers, the rates set forth in the Modification Agreement are at, or above, fair market value for such tower space, and therefore do not constitute a monetary benefit to Capstar.

Specifically, at Attachment C hereto is a letter from a Vice President of CBC Real Estate, a subsidiary of Capitol, which lists the monthly tower rates for the radio stations currently located on the two Capitol towers. The CBC Real Estate letter also sets out the monthly rates provided for in the Modification Agreement for the extension of the Capstar lease on the Dallas tower for Station WIBT(FM), Shelby, North Carolina, and the maximum monthly rates for additional space on the Dallas tower and on the Garner tower, if Capstar were ever to exercise its option/right of first refusal to use such additional tower space.

As noted in the CBC Real Estate letter, "[t]he higher the location is on a tower, the more desirable it is for a broadcast antenna, and therefore higher locations on a tower traditionally earn higher rental fees." Consequently, the best measure of the value of a lease for tower space is the "cost per foot" (the monthly rate divided by the height on the tower of the antenna). The CBC Real Estate letter sets forth the comparative cost per foot of each of the current and optional uses of the CBC towers. In each case, the Capstar cost per foot rates are at or above the range of rates paid by existing users of the respective tower – and in some instances the Capstar rate is well above the rates of other users. Since Capstar is paying (or would pay

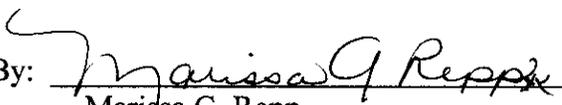
under the options/rights of first refusal) fair market value or above fair market value rates, it is receiving no discount from fair market value from the Modification Agreement.

Thus, as would have been the inquiry in *Georgetown, Mason, Oxford, et al., Kentucky*, 20 FCC Rcd 12976, 12978 [at ¶ 9] (MB 2005), here, the documentation from CBC Real Estate demonstrates that the rental rates afforded Capstar are not discounted from fair market value and therefore there is no consideration to be accounted against legitimate and prudent expenses. Thus, given there is no rate discount to Capstar in the Modification Agreement, even assuming *arguendo* that the Agreement provided for the withdrawal of Capstar's interest in this proceeding, the Agreement comports with Section 1.420(j).

It is respectfully submitted that the Commission should grant Capstar's request to withdraw its interest in the reallocation of WVBZ(FM), High Point, North Carolina, should terminate MB Docket No. 05-115, and should proceed to promptly process the no-longer mutually exclusive WCMC-FM Modification Application, FCC File No. BMPH-20050509ACV (accepted for filing May 11, 2005).

Respectfully submitted,

CAPSTAR TX LIMITED PARTNERHIP

By: 
Marissa G. Repp
Tarah Grant

HOGAN & HARTSON L.L.P.
555 Thirteenth Street, N.W.
Washington, DC 20004-1109
(202) 637-5600

Its Attorneys

June 20, 2006

ATTACHMENT A

MODIFICATION AND OPTION AGREEMENT

This MODIFICATION AND OPTION AGREEMENT ("MOA") is entered in effective as of the 27th day of February, 2006, by and between Capitol Broadcasting Company, Inc. ("Lessor") and Capstar Radio Operating Company, a Delaware corporation ("Lessee"). Lessor and Lessee shall hereinafter be referred to collectively as the "Parties".

Recitals:

WHEREAS, CBC Real Estate Company, Inc. ("Prior Lessor") and Voyager Communications V, Inc. ("Prior Lessee") entered into that certain Antenna Site Lease agreement ("Dallas Tower Lease"), dated June 1, 1986, involving the lease of space on a tower site and related building located in Gaston County, North Carolina, as more fully described therein ("Dallas Tower Site");

WHEREAS, Lessor has acquired Prior Lessor's interest in and to the Dallas Tower Lease and Dallas Tower Site, and serves as the current lessor thereunder;

WHEREAS, Lessee has acquired Prior Lessee's interest in and to the Dallas Tower Lease and Dallas Tower Site, and serves as the current lessee thereunder;

WHEREAS, the Parties have reached agreement relating to the granting of certain options to lease additional tower space and other matters described in this MOA; and

WHEREAS, the Parties wish to enter into this MOA to evidence their agreement as to the matters set forth herein;

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 3 of the Dallas Tower Lease is hereby deleted in its entirety and replaced with the following:

"3. Term. The term of this Agreement shall continue from the date hereof through June 30, 2016, upon the terms and conditions set forth herein. Lessee shall have the options of renewing this lease for two (2) additional terms of ten (10) years each. This lease shall be automatically renewed for each of such succeeding ten (10) year periods unless Lessee informs Lessor, in writing, of its decision not to renew at least ninety (90) days prior to the commencement of a new ten (10) year term."

2. Section 4 of the Dallas Tower Lease is hereby deleted in its entirety and replaced with the following:

"For the period from February 1, 2006 through January 1, 2008 (the "Initial Period"), Lessee shall pay Lessor a monthly rental for the Leased Site in the amount of \$7,300. After the Initial Period, the monthly rental shall be increased by three percent (3%) every year throughout the term hereof. Each monthly rental payment shall be due and payable on the first day of the month without setoff, abatement, reduction or demand."

3. The following section is hereby added to the Dallas Tower Lease, as Section 24:

"Lessor hereby grants to Lessee a right at any time at Lessee's option during the term of this Agreement to lease the Option Space (hereinafter defined), and hereby grants to Lessee a right of first refusal during the term of this Agreement to lease the Option Space, upon the same terms and conditions in effect for the Leased Site, including the monthly rental rate. Pursuant to the right of first refusal, if Lessor has received a bona fide third party offer to lease all or a portion of the Option Space or if Lessor or its affiliates has a bona fide plan to use all or a portion of the Option Space, Lessor shall provide Lessee written notice and an opportunity to Lessee to exercise its right of first refusal to lease the Option Space within sixty (60) days of such written notice. In the event Lessee exercises such option, the lease of the Option Space shall be coterminous with the lease of the Leased Site. "Option Space", as used herein, shall mean: 65 ft of vertical space for a panel or side mount antenna mounted with its center of radiation between the current WPEG and WIBT antennas but no less than 500 meters AGL, and additional space at 152 meters for a 10ft or smaller 950 MHz Grid or 5 GHz solid dish; the supporting transmission line shall not exceed one run of 4 In rigid or heliax to 500 meters, one run of 2 ¼ in to 500 meters, one run of 1 5/8 to 152 meters. "Option Space" shall also include ground space for a 25 foot x 25 foot building or equal space in an existing building, if available, and ground space for an emergency generator and associated fuel system.. In the event that a tower loading study by Lessor, which shall be conducted by an independent third party and made available to both Lessor and Lessee for review by their engineering staff and/or engineering consultants, determines that the tower cannot accommodate the additional load resulting from the exercise of this option, and Lessee nevertheless chooses to exercise its option, Lessee agrees that it shall be solely responsible for any costs and expenses associated with making the tower accommodate such additional load. Lessor shall have the right to approve, in its reasonable, good faith judgment, any proposed modifications to the tower by Lessee and the party selected by Lessee to perform the modifications.

4. All terms referred to herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Dallas Tower Lease.

5. Except as expressly modified herein, the terms of the Dallas Tower Lease are hereby ratified and affirmed and shall remain in full force and effect.

6. Lessor also hereby grants to Lessee a right at any time at Lessee's option during the term of the Tower Lease to lease the Garner Tower Option Space (hereinafter defined), and hereby grants to Lessee a right of first refusal during the term of the Tower Lease to lease the Garner Tower Option Space, upon the same terms and conditions in effect for the Dallas Leased Site, except that the monthly rental for the Garner Tower Option Space shall be \$5,000/month. Pursuant to the right of first refusal, if Lessor has received a bona fide third party offer to lease all or a portion of the Garner Tower Option Space or if Lessor or its affiliates has a bona fide plan to use all or a portion of the Garner Tower Option Space, Lessor shall provide Lessee written notice and an opportunity to Lessee to exercise its right of first refusal to lease the Garner Tower Option Space within sixty (60) days of such written notice. In the event Lessee exercises such option, the lease of the Garner Tower Option Space shall be coterminous with the lease of the Leased Site at the Dallas Tower Site. "Garner Tower Option Space", as used herein, shall mean space on that certain tower located at 35-40-35.0 N 78-32-08.0 W (NAD 27), with such space being more fully described as follows: 65 ft of vertical space for a panel or side mount antenna mounted at with its center of radiation between the current WRAL and WQDR antennas but no less than 451 meters AGL, and additional space at 152 meters for a 10ft or smaller 950 MHz Grid or 5 GHz solid dish; the supporting transmission line shall not exceed one run of 4 In rigid or heliax to 500 meters, one run of 2 ¼ in to 500 meters, one run of 1 5/8 to 152 meters. "Garner Tower Option Space" shall also include ground space for a 25 foot x 25 foot building or

equal space in an existing building, if available, and ground space for an emergency generator and associated fuel system. In the event that a tower loading study by Lessor, which shall be conducted by an independent third party and made available to Lessor and Lessee for review by their respective engineering staff and/or engineering consultants, determines that the tower cannot accommodate the additional load resulting from the exercise of this option, and Lessee nevertheless chooses to exercise its option, Lessee agrees that it shall be solely responsible for any costs and expenses associated with making the tower accommodate such additional load, including costs. Lessor shall have the right to approve, in its reasonable, good faith judgment, any proposed modifications to the tower by Lessee and the party selected by Lessee to perform the modifications.

7. Lessor agrees that it shall not raise any objection to a change in city of license for station WVBZ(FM) from High Point to Liberty, North Carolina, as proposed in MB Docket No. 05-115 RM 11202 (the "RM").

8. Lessee agrees to amend the proposed transmitter site in the RM for WVBZ(FM) (100.3 MHz) to a site west of the 87 Kilometer radius from Lessor's proposed site at 36° 02' 01" N and 78° 41' 27" W. Lessee further agrees that it will not seek any site inconsistent with the parameters set forth herein for a period of five (5) years. Lessee also agrees not to interpose any objection to any modifications to WCMC-FM's facilities to include any relocation of the station's transmitter site and/or any modifications not inconsistent with the FCC's rules.

9. Each party hereto acknowledges that any modifications of radio facilities or other actions falling under the jurisdiction of the Federal Communications Commission (FCC) are subject to approval by the FCC.

10. Each party hereto represents and warrants as follows: (i) it has the full right and legal authority to enter into and fully perform this MOA, in accordance with the terms of this MOA, (ii) this MOA, when executed and delivered by such party, will be a legal, valid and binding obligation enforceable against it in accordance with its terms, and (iii) the execution and delivery of this MOA has been duly authorized by such party, and the execution and delivery and the performance of its obligations hereunder do not and will not violate or cause a breach of any other agreement or obligation to which it may be a party or by which it may be bound.

IN WITNESS WHEREOF, the parties have duly executed this MOA effective as of the date set forth above.

LESSOR:

CAPITOL BROADCASTING COMPANY, INC.

By: 

Name: James F. Goodman
Title: President & CEO

LESSEE:

CAPSTAR RADIO OPERATING COMPANY

By: _____

Stephen G. Davis,
Senior Vice President

equal space in an existing building, if available, and ground space for an emergency generator and associated fuel system. In the event that a tower loading study by Lessor, which shall be conducted by an independent third party and made available to Lessor and Lessee for review by their respective engineering staff and/or engineering consultants, determines that the tower cannot accommodate the additional load resulting from the exercise of this option, and Lessee nevertheless chooses to exercise its option, Lessee agrees that it shall be solely responsible for any costs and expenses associated with making the tower accommodate such additional load, including costs. Lessor shall have the right to approve, in its reasonable, good faith judgment, any proposed modifications to the tower by Lessee and the party selected by Lessee to perform the modifications.

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IN WITNESS WHEREOF, the parties have duly executed this MOA effective as of the date set forth above.

LESSOR:

CAPITOL BROADCASTING COMPANY, INC.

By: _____
Name: _____
Title: _____

LESSEE:

CAPSTAR RADIO OPERATING COMPANY

By:  _____
Stephen G. Davis,
Senior Vice President

ATTACHMENT B



THE DALTON GROUP, INC.

4100 CORPORATE SQUARE • SUITE 180 • NAPLES, FL 34104

TELEPHONE 941.486.9399 • FAX 941.485.9758

EMAIL: daltongrp@aol.com

September 7, 2000

CBC Real Estate
711 Hillsborough Street
Box 12800
Raleigh, NC 27605

Dear Sir or Madam:

On May 17, 2000, The Dalton Group, Inc. entered into an Asset Purchase Agreement with Clear Channel Broadcasting, Inc. for the sale of all of the assets used in connection with Radio Stations WWMG-FM and WEND-FM, Charlotte, NC. An applications for transfer was filed with the Federal Communications Commission on May 19, 2000. Final closing is anticipated in October, 2000.

You are currently a party with The Dalton Group, Inc./WWMG-FM/WEND-FM in an agreement dated June 01, 1986. As part of the sale, we intend to assign our rights under this contract to Clear Channel Broadcasting, Inc. and they have agreed to assume our obligations thereunder after the closing date.

We request that you counter-sign this letter to indicate your consent to the assignment of the contract to the Buyer upon consummation of the sale, and return it to me in the envelope provided.

Thank you for returning this counter-signed letter as soon as possible, and for your prompt attention.

Sincerely,

Colleen P. Walker
Comptroller

CBC Real Estate

By _____

Title _____

ANTENNA SITELEASE AGREEMENT

THIS ANTENNA SITE LEASE AGREEMENT (the "Agreement") is made and entered into this 15 day of June, 1986, by and between CBC REAL ESTATE COMPANY, INC., a corporation created under the laws of the State of North Carolina, ("Lessor") and VOYAGER COMMUNICATIONS V, INC., a corporation created under the laws of the State of North Carolina ("Lessee");

WHEREAS, Lessor plans to construct a guyed communications tower approximately 2,000 feet in height above ground to be located in Gaston County, North Carolina approximately at the geographic coordinates: Latitude 35° 21' 44" North; Longitude 81° 09' 19" West (the "Tower") on certain real property located near Philadelphia Church Road (the "Property") more fully described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Lessor plans to construct a building near the base of the Tower for use in connection with the operation of various communications enterprises, which building will be closer than any other building to the base of the Tower (the "Building"); and

WHEREAS, Lessor will use the Tower and Building for its own purposes including the placement upon it and the use of various TV and FM broadcast transmitting antennas and related equipment and may enter into agreements with various other parties to provide the use of or right to install and use one or more antennas and associated equipment on the Tower and in the Building; and

WHEREAS, Lessee desires to rent from Lessor certain space on the Tower and in the Building (collectively the "Leased Site") for use in connection with the operation of its FM radio station WXIK, Shelby, North Carolina, and Lessor desires to lease such space to Lessee;

NOW, THEREFORE, in consideration of the premises, the rent to be paid as provided herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Construction of Tower and Building. Lessor shall cause the Tower and Building to be constructed. Lessor makes no representations or warranties as to the location on the Property or time of construction of the

Lessor shall pay all real estate taxes and charges, and assessments with respect to the Building, Tower and real property described in Exhibit A.

6. Utilities. Lessee shall be responsible for arranging for all utilities (other than general purpose overhead lighting, which shall be furnished by Lessor), including heating, ventilation and air conditioning, in connection with the Leased Site and shall pay directly to the supplier thereof all charges, fees, or assessments for electricity, telephone service, and other utilities.

Lessor shall permit Lessee to have access to the electrical transformer providing electrical power to the Leased Site, but shall not be responsible for installing an electrical distribution system in or providing electrical power to the Leased Site. Lessee shall provide and install at its expense all transmitters, transmission and electrical power lines, wiring, and other Broadcasting Equipment in connection with the operation of Radio Station WXIK, which installation shall be consistent with the criteria established for the structure of the Building and Tower and good engineering practice.

7. Installation of Equipment.

(a) Before installing any Broadcasting Equipment on the Leased Site, Lessee shall provide to Lessor or to an engineering consultant approved by Lessor, a complete set of plans for the installation of the Broadcasting Equipment (the "Plans") and shall obtain an opinion from such consultant that the installation is within the design criteria established for the structure and good engineering practice. If the consultant determines that any modification to the Plans is required, Lessee shall make such modification and shall pay all costs of designing and of making such modification.

(b) Before installing any Broadcasting Equipment on the Leased Site, Lessee shall obtain Lessor's written approval of the installation contractor, which approval shall not be unreasonably withheld. Such contractor must provide and maintain in effect insurance in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in which Lessor shall be named as an insured and under which the insurer shall pay to Lessor the full costs of repair or replacement of any property of Lessor damaged by any act of such contractor. Lessor shall be protected by such insurance from any claims, liability, lawsuits, judgments or demands which may arise out of or be caused by any action of such contractor. Lessee shall furnish to Lessor

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a certificate of insurance issued in favor of Lessor evidencing such insurance coverage before such contractor shall commence any work.

(c) Lessee agrees that it will not suffer any lien to be placed on any property of Lessor as a result of any work done or materials supplied by any person or organization to or on behalf of Lessee, its employees, agents or contractors. If any such claim of lien is placed on the property of Lessor, Lessee shall within thirty (30) days thereafter, regardless of whether or not it contests the validity of the claim upon which such lien is based, post such bonds or take such other steps as may be necessary to remove such lien. Lessee shall indemnify and hold Lessor harmless from any expenses, attorneys fees and damages it suffers as a result of any such liens being placed on its property.

(d) Lessee shall not install on the Leased Site any item of Broadcasting Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(e) Lessee shall provide, at its own expense, for the purchase and installation of transmission lines and mounting hardware.

8. Access. Lessee, its agents, employees, and invitees shall have at all times the rights of ingress, egress and regress to and from the Leased Site, to the extent that such rights are possessed by Lessor.

9. Maintenance and Repair.

(a) Lessee shall maintain in good order the Building Space and all Broadcasting Equipment of any sort whatsoever installed or placed by it or by its employees or contractors on the Leased Site, and all such maintenance shall be at the sole expense of Lessee except when such maintenance becomes necessary due to the intentional wrongdoing or negligence of Lessor or of Lessor's employees.

(b) In order to install and maintain its Broadcasting Equipment, Lessee shall have access to the Tower at reasonable times; provided, however that Lessee shall notify Lessor of its intention to go upon, or make any installation or repair of antennas, lines, or other Broadcasting Equipment upon the Tower and that, at the option of Lessor, a representative of Lessor may be present. Lessee further agrees that no employee, agent or contractor of Lessee shall climb or work on the Tower at any time without prior approval by a designated responsible representative of Lessor.

(c) In maintaining and repairing the Tower, and in order to allow Lessor and other parties to install, remove, relocate, maintain and repair their equipment, and deal with any technical problems that may arise, from time to time, Lessee agrees upon oral or written request by Lessor to temporarily cease its transmission and broadcasting activities for periods of time not to exceed EIGHT (8) hours in order to allow the safe and orderly performance and carrying out of such work. Lessor shall give Lessee one day's notice of the date and time that such repair or maintenance work is to occur. Lessor will attempt to coordinate the dates and times of such interruptions so as to cause minimum impact on station operations.

(d) Lessor shall have the right to inspect any installation or maintenance or repair work performed on the Leased Site by Lessee or its agents, employees or contractors. Upon the request of Lessor, Lessee at its expense shall make such changes as may be reasonably necessary, in the opinion of Lessor, to protect persons or property from danger or injury. Notwithstanding the foregoing, Lessor shall be under no obligation to any party to make such inspections or request such changes.

To the extent that any such repairs or changes are occasioned by (a) the acts of Lessee, its agents, servants, employees, contractors, or invitees; (b) a defect or malfunction in Lessee's system, Broadcasting Equipment or any attachments thereto; (c) a safety hazard, or violation of any applicable statute, rule, regulation, order, directive or standard relating thereto, in or caused by Lessee's system, Broadcasting Equipment, or any attachments thereto; (d) any changes or improvements to the Leased Site requested or made by Lessee; or (e) any violation or breach of any provision of this Agreement by Lessee or anyone acting under it, then Lessor shall make such repairs at the expense of Lessee. Lessee shall reimburse Lessor on demand for any such expenses incurred by Lessor.

(e) During the term of this Agreement, Lessor, at its own expense, may make such repairs or modifications to the Tower or Building, as Lessor, in its discretion, determines are necessary to maintain the Tower and Building, and may, in connection with such activities or such inspections of the Tower or Building enter upon the Leased Site at any time.

(f) If the Tower or Building, by any cause other than the intentional wrongdoing of Lessor, shall be totally or substantially destroyed or damaged, this Agreement shall remain in full force and effect, except as otherwise provided herein, and Lessor shall have the option, in its sole discretion, to (1) repair, reconstruct, or replace the destruction or damage to the extent necessary to allow broadcasting to recommence or (2) to terminate this Agreement without further responsibility by either party hereunder.

If Lessor elects to so repair, reconstruct or replace the damaged property, Lessor shall notify Lessee of such election within thirty (30) days of such destruction or damage, and Lessor shall so reconstruct, repair or replace such property within a reasonable time after such election, putting the Tower or Building in such condition as to comply with all of the terms and conditions of this Agreement. Lessee shall not be required to make any rental payments for the period during which it is unable to use the Leased Site because of such destruction or damage.

If Lessor elects to terminate this Agreement or fails to give Lessee such notice of Lessor's intention to repair, reconstruct or replace the destruction or damage, then this Agreement shall be deemed terminated by Lessor from the date of such destruction or damage without further liability of either party hereunder from such date, except for amounts already due hereunder.

If Lessor commences such repair, reconstruction or replacement, but the same cannot be completed within a reasonable time or in conformity with applicable statutes, rules, regulations orders, directives or standards pertaining thereto, then Lessor shall have the option to terminate this Agreement effective as of the date of the notice to Lessee to such effect. The proceeds of any insurance which may be collected by Lessor on account of any such damage or destruction shall be the sole property of Lessor regardless of whether Lessor elects to terminate this Agreement.

10. Broadcasting Equipment Information. Lessee shall provide to Lessor all necessary engineering information pertaining to all of Lessee's transmitters, two-way paging devices, broadcast, radio beacons, and other Broadcasting Equipment that shall be located in the Building or on the Tower. Such information shall include the Broadcasting Equipment's manufacturer, model number, frequency, power output, antenna type, antenna location, and such other information as may reasonably be requested

by Lessor in writing. Lessor shall, as may be necessary and appropriate, provide the same information to Lessee upon Lessee's written request.

11. Subsequent Users. During the term of this Agreement, before permitting any subsequent user to install any Broadcasting Equipment upon the Tower, Lessor shall require such user to submit to Lessor an electromagnetic study which shows that such user's planned use of a frequency or equipment will not create predictable objectionable interference with the broadcasting activities of Lessee hereunder. If such interference is predicted, or occurs as a result of the operations of such subsequent user, Lessee shall make a reasonable effort to cooperate and make reasonable adjustments to its Broadcasting Equipment where necessary to avoid such objectionable interference. If the operations of a subsequent user result in interference despite reasonable efforts by Lessee to alleviate such interference, then Lessor shall not permit the subsequent user to operate from the Tower until such interference has been eliminated. Interference shall mean a condition which constitutes interference within the meaning of the provisions of the Standards of Good Engineering Practice and Rules and Regulations of the Federal Communications Commission then in effect.

12. Interference. If at any time the operations conducted by Lessee interfere with the operations of any other communications entity or person at the Tower, then upon receipt of oral or written notice of the existence of such interference, Lessee shall immediately eliminate such interference at its own expense, by using whatever means are necessary including temporarily ceasing broadcasting. Lessee shall maintain business interruption insurance as provided in paragraph 14 hereof to deal with this contingency.

In the event that a dispute should arise between Lessor and Lessee concerning interference as described in this Paragraph 12, the dispute shall be resolved by negotiations between the parties, and then, failing resolution of the dispute, by an independent consulting engineering company jointly designated by Lessor and Lessee. The cost payable to said independent consulting engineering company for the resolution of such dispute shall be borne by Lessee if it is determined to be at fault or to have caused the interference, by Lessor if it is determined to be at fault or to have caused the interference, or otherwise to be borne equally by Lessor and Lessee.

13. Indemnification. Lessee shall indemnify, protect, defend, and hold harmless Lessor from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including the costs of investigation and reasonable attorneys' fees, which may arise out of or be caused by any action or omission of Lessee or its agents, employees, invitees or contractors, or which may arise out of or be caused by the maintenance, presence, use, installation or removal of any Broadcasting Equipment or other property owned or operated by Lessee or its agents, employees or contractors.

Lessor shall indemnify, protect, defend, and hold harmless Lessee from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including the costs of investigation and reasonable attorneys' fees, which may arise out of or be caused by any action or omission of Lessor or its agents, employees, or contractors, or which may arise out of or be caused by the maintenance, presence, use, installation or removal of equipment or other property owned or operated by Lessor or its agents, employees or contractors.

14. Insurance.

(a) Lessee shall obtain and maintain in effect during the term of this Agreement, a policy of public liability insurance in which Lessor and Lessee shall each be named as insured parties, which policy shall protect Lessor and Lessee from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and, subject to the same limit for each person, in an amount not less than \$5,000,000 for any one occurrence, and from claims for property damage, including rooftop damage, in an amount of not less than \$3,000,000 for each occurrence arising from any act or omission of Lessee, its agents, employees, invitees, or contractors.

(b) Lessee shall obtain and maintain in effect during the term of this Agreement, a policy of property and casualty insurance in an amount sufficient to cover the replacement cost of its property located on the Leased Site. Lessee shall also obtain insurance to cover losses it may sustain as a result of any interruption of its business caused by any act or omission of Lessee, its agents, employees or contractors or by the necessity for Lessee to discontinue broadcast operations due to Lessee's causing interference to another broadcast station or other communications entity located at the Tower.

(c) Lessee shall promptly furnish to Lessor certificates of insurance evidencing such insurance coverage.

(d) Lessor and Lessee hereby waive any rights that each may have against the other on account of any loss or damage to their respective property arising from any risk generally covered by fire and extended coverage or public liability insurance and the parties each waive any rights of subrogation that they may have against the other.

15. Lessor's Liability. Lessor will not be responsible for any damage to Lessee's property, business, or agents or employees resulting from any electrical power failure, fire, lightning, windstorm, or act of God, or any other damage or loss not caused by the negligence or intentional wrongdoing of Lessor or its employees. Lessor's liability to Lessee in the event of any loss or damage to Lessee's property or the Leased Site caused by the negligence of Lessor or its employees, shall be limited to the cost of repairing or replacing such property, plus any reasonable and necessary costs of removing and reinstalling such property. Lessor shall not be liable for any loss of business, or for any consequential damages whatsoever suffered by Lessee or its agents or employees unless caused by the intentional wrongdoing of Lessor or its employees.

16. Events of Default; Termination.

(a) If Lessee fails to make any payment to Lessor when due hereunder and such default continues for ten (10) days following written notice of such default, Lessor may terminate this Agreement by giving written notice thereof.

(b) If Lessee vacates or abandons the Leased Site or fails to perform any other act or obligation as set forth in this Agreement and for a period of ten (10) days following notice from Lessor of such default fails to cure or commence appropriate action to cure such default, Lessor may terminate this Agreement.

(c) Notwithstanding any other provision of this Agreement, if Lessee fails to keep in effect any license required for the operation of WXIK hereunder, Lessor may immediately terminate this Agreement.

(d) Notwithstanding any other provision of this Agreement, if Bankruptcy proceedings are begun by or against Lessee or if Lessee makes an assignment for the benefit of its creditors, Lessor may immediately terminate this Agreement.

(e) Upon termination of this Agreement by reason of default of Lessee, there shall immediately become due to Lessor from Lessee all amounts which would have become due to Lessor during the remaining term of this Agreement if this Agreement had not been terminated, including any damages that may be due from Lessee to Lessor as a result of any breach of this Agreement by Lessee. No such termination of this Agreement shall relieve Lessee of its previously accrued liability and obligations under this agreement and such liability and obligations shall survive any such termination.

(f) Upon termination or expiration of this Agreement, Lessee will surrender the Leased Site to Lessor in as good condition as existed at the Commencement Date, except for reasonable wear and tear, or for damage due to causes beyond Lessee's control and without its fault or negligence, or for damage, howsoever caused, to the extent Lessor shall have been compensated for such damage by insurance.

(g) Upon any termination or expiration of this Agreement, Lessee shall promptly remove its Broadcasting Equipment from the Leased Site without damage to the property of Lessor or other lessees. During the period of removal of such Broadcasting Equipment, Lessee's rights and obligations with respect to access to the Leased Site shall be the same as those during the period that this Agreement is in effect, and until the completion of the removal of all such Broadcasting Equipment, Lessee shall continue to maintain in effect all insurance required under this Agreement to be maintained by it.

(h) If any personal property owned by Lessee shall not have been removed from the Leased Site within thirty (30) days following the termination or expiration of this Agreement, Lessor shall have the right to remove such property at the cost and expense of Lessee and without any liability therefor.

(i) Lessor's failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment by Lessor of any of such terms or conditions. No declaration of default by Lessor under any provision of this Agreement shall be deemed to impair or diminish Lessor's rights against Lessee for any breach of this Agreement, including Lessor's right to recover unpaid rent and damages.

(j) If any legal expenses are incurred by either party to enforce any provision of this Agreement to

protect or establish any right or remedy hereunder, the losing party shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the enforcing party in connection therewith.

17. Condemnation. If the Tower or Building or any part thereof is condemned, taken, or ordered dismantled by any governmental authority, corporation or entity having the power of eminent domain or condemnation, or other power to order dismantling, so as to make the Leased Site unusable by Lessee, then this Agreement shall terminate from the time possession is taken by the condemning authority, or dismantling is begun, as the case may be, and the parties hereto shall have no obligation hereunder with respect to any period thereafter.

Should any governmental authority order or direct Lessor to make any alteration to the Tower or the Building, any delay, disruption or hindrance hereby caused to Lessee, its broadcasting, radio transmissions or business shall not affect or impair Lessee's obligation to make the payments provided for hereunder. A pro-rated portion of the rent provided for herein shall be deducted if the site is unusable by Lessee for more than 72 hours in the event of such an alteration. Lessor shall make such required alterations as promptly as reasonably possible.

18. Notice. Any notice or demand required or permitted to be given or made hereunder shall be mailed, postage pre-paid, to the party to whom such notice is to be given at the address set forth below:

CBC Real Estate,
Company, Inc. to: Mr. John Brennan
Post Office Box 12000
Raleigh, N.C. 27605

Voyager Communi-
cations V, Inc. Mr. Carl V. Venters, Jr.
Mr. Jack P. McCarthy
3201 Glenwood Avenue
Suite 301
Raleigh, N.C. 27612

19. Assignment and Subletting; Transfer Of Property. Lessee shall not sublet the Leased Site or any portion thereof or assign or transfer its rights hereunder to any third party unless such third party is or is to become the licensee of Radio Station WXIK or to become its successor

by change of call letters, or unless Lessee shall first have obtained the written consent of Lessor, which consent shall not be unreasonably withheld.

In the event Lessor should transfer the Leased Site, Lessor shall have no further duties or obligations hereunder provided that the transferee agrees to assume all of the duties and obligations imposed hereunder on Lessor. Upon such a transfer, Lessee shall, for all purposes expressed herein and incidental hereto, accept such transferee as its lessor hereunder. Lessor may assign any or all rights, duties and obligations created hereunder without the consent of Lessee.

20. Force Majeure. In the event that either party is prevented from, delayed in, or suffers unreasonable interference in performing any act or obligation hereunder because of labor disputes, unavailability of materials, embargoes, wars, insurrections or civil unrest, national emergencies, acts of God, or other causes beyond such party's reasonable control, then the time for completing or taking such action shall be extended by the number of days equal to the period of such delay or interference. Nothing herein, however, shall excuse Lessee from paying any rental payment or other charge when due.

21. Entire Agreement; Modification; Binding Effect.

(a) This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.

(b) No revision or modification of this Agreement shall be valid unless made in writing and signed by an officer of each of the parties hereto.

(c) This Agreement shall be binding upon the successors and assigns of the parties hereto.

22. Construction; Applicable Law. This Antenna Site Lease Agreement has been reviewed by Lessee and its attorneys prior to its execution. It is agreed that the construction and interpretation of the provisions of this Agreement shall not be affected or influenced by the fact that this Agreement may have been initially drafted by representatives of one of the parties hereto, since both parties have had the opportunity to review this Agreement and to negotiate mutually acceptable revisions thereto.

This Agreement shall be construed in accordance with the laws of the State of North Carolina.

23. Subordination. Lessor may subordinate the Lease under this Agreement to any mortgage, deed of trust or other hypothecation of security hereafter placed upon the Property, so long as Lessee's right to quiet possession of the Leased Site shall not be disturbed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CBC REAL ESTATE COMPANY, INC.



ATTEST:

Louise S. Stephenson
Secretary

(Corporate Seal)

By: James F. Goodman
President

VOYAGER COMMUNICATIONS V., INC.

ATTEST:



Harriett K. Shearer
Secretary

(Corporate Seal)

By: Paul R. [unclear]
President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

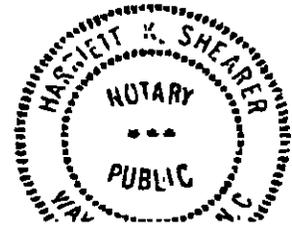
I, Harriett K. Shearer, a Notary Public in and for said County and State, do hereby certify that Louise S. Stephenson personally appeared before me and acknowledged that ~~she~~/she is the Secretary of CBC REAL ESTATE COMPANY, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporation seal, and attested by ~~herself~~ herself as its Secretary.

Witness my hand and Notarial Seal, this 30th day of MAY, 1986.

Harriett K. Shearer
NOTARY PUBLIC

My Commission expires:

7/10/87



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, HARRIETT K. SHEARER, a Notary Public in and for said County and State, do hereby certify that MARYANNE B. RANDOLPH personally appeared before me and acknowledged that she is the Secretary of VOYAGER COMMUNICATIONS V, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporation seal, and attested by ~~herself~~/herself as its Secretary.

Witness my hand and Notarial Seal, this 30th day of MAY, 1986.

HARRIETT K. SHEARER
NOTARY PUBLIC

My Commission expires:

7/10/87

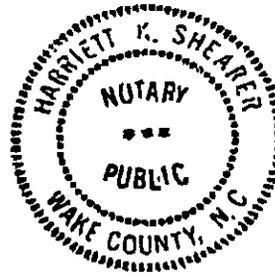


EXHIBIT A

DESCRIPTION OF REAL PROPERTY

ATTACHMENT C

CBC REAL ESTATE COMPANY, INC.
711 HILLSBOROUGH STREET
BOX 12800, RALEIGH, N. C. 27605

June 16, 2006

To Whom It May Concern:

CBC Real Estate, a subsidiary of Capitol Broadcasting Co., Inc. of Raleigh, NC owns/operates two tall towers that lease antenna space to radio stations. On the tower in Auburn, NC (which CBC serves as Managing Partner for the Auburn Tower Partnership) (known as the "Garner Tower"), CBC leases locations to WRAL-FM, a Capitol Broadcasting station, and WQDR-FM, licensed to Carolina Media Group. On the Dallas Tower (located in Dallas, NC) antenna space is leased to Capstar's WIBT-FM, and also to CBS stations WNKS-FM and WPEG-FM. The following table illustrates the monthly rental fee per station, the station's main antenna height placement on the tower, and the "cost per foot rate" for the individual stations. These rates are negotiated on an individual basis and include regular percentage escalators. The higher the location is on a tower, the more desirable it is for a broadcast antenna, and therefore higher locations on a tower traditionally earn higher rental fees.

Although Capstar also has an option/right of first of refusal (RFR) for these towers, it has not exercised those rights to date. There is no guarantee that Capstar will exercise its RFR, and if exercised, Capstar will enter into a lease at or above market rate. Therefore CBC Real Estate does not believe a value can be placed on the RFR.

GARNER TOWER

<u>STATION</u>	<u>HEIGHT</u>	<u>MO. RATE</u>	<u>COST PER FOOT</u>
WQDR-FM	1,700 ft.	\$5,550	\$3.24
WRAL-FM	1,845 ft.	\$5,550	\$2.98
Capstar RFR	1,600 ft	\$5,000	\$3.12

DALLAS TOWER

<u>STATION</u>	<u>HEIGHT</u>	<u>MO. RATE</u>	<u>COST PER FOOT</u>
WNKS-FM	1,515 ft.	\$5,260.50	\$3.47
WPEG-FM	1,604 ft.	\$3,702.20	\$2.31
WIBT-FM	1,713 ft.	\$7,300.00	\$4.26
Capstar RFR	1,350	\$7,300.00	\$5.40

CBC REAL ESTATE COMPANY, INC.
711 HILLSBOROUGH STREET
BOX 12800, RALEIGH, N. C. 27605

June 16, 2006
Page 2

I understand that this letter may be submitted to the Federal Communications Commission.



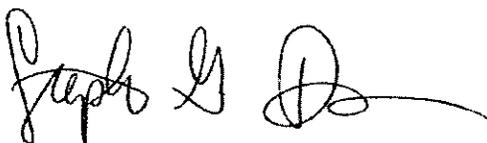
John L. Greene
Vice President
919-847-4714

CERTIFICATION

I, Stephen G. Davis, do hereby certify, under penalty of perjury, as follows:

1. I am Senior Vice President-Engineering & Capital Management of Capstar TX Limited Partnership ("Capstar"), the licensee of WVBZ(FM), Channel 262C, High Point, North Carolina (Facility ID No. 74204).

2. I have read the foregoing "Response to Request for Supplemental Information" and hereby certify that the documents attached thereto are true and correct copies of the original documents and that the facts set forth in such Response as they relate to Capstar are true and correct.

A handwritten signature in black ink, appearing to read "Stephen G. Davis", written over a horizontal line.

Stephen G. Davis

Executed: June 19, 2006

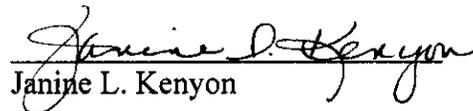
CERTIFICATE OF SERVICE

I, Janine L. Kenyon, hereby certify that on this 20th day of June, 2006, copies of the foregoing RESPONSE TO REQUEST FOR SUPPLEMENTAL INFORMATION were sent by first-class mail, postage prepaid, to:

John A. Karousos*
Assistant Chief
Audio Division
Media Bureau
Room 2A-465
Federal Communications Commission
445 12th Street, S.W
Washington, D.C. 20554

Andrew J. Rhodes, Esq.*
Audio Division
Media Bureau
Room 2B-461
Federal Communications Commission
445 12th Street, S.W
Washington, D.C. 20554

David A. O'Connor, Esq.
Holland & Knight LLP
2099 Pennsylvania Avenue, N.W.
Suite 100
Washington, D.C. 20006
Counsel for Capitol Broadcasting Company, Inc.


Janine L. Kenyon

*By Hand Delivery