

Received & Inspected

FEB 25 2011

Before The
FCC Mail Room Federal Communications Commission
Washington, DC 20554

145070

R/C

In re:

Reach Communications, Inc.
Licensee of FM Translator
W227AV Newberry, Florida

File Number: BLFT-20071210ABI
Facility ID Number: 145070

2011 FEB 28 A 6:02

RECEIVED

and

The Informal Objection of
William Johnson
A party in interest

To: the office of Secretary of the
Federal Communications Commission
and Chief of the Audio Services Division

**PETITIONER'S REPLY TO LICENSEE'S OPPOSITION
TO PETITIONER'S PETITION TO ISSUE LETTER OF INQUIRY**

The petitioner William Johnson, a party in interest hereby files this reply with the honorable Federal Communications Commission (FCC) to the opposition pleadings of the licensee Reach Communications, Inc. regarding the petitioner's instant petition pending before the Commission for the issuance of a letter of inquiry to the aforesaid licensee as a matter of law, due to the fact, that the broadcast license issued by the FCC to the instant licensee has expired as a matter of law pursuant to 312 (g) of the Communications Act.

The petitioner hereby replies to the opposition pleadings of the licensee regarding the facts and law as it pertains to 312 (g) of the Communications Act, Section 1740 (a) of the FCC Rules and Regulations, and any other applicable Rules and Regulations of the FCC that may pertain to the instant licensee's contrary acts or omissions relating to 312 (g) of the

Communications Acts and Section 1740 (a) of the Commission Rules and Regulations in this matter.

BACKGROUND INFORMATION:

For the record the petitioner will first address the unnecessary personal attacks made against the petitioner contained in the licensee opposition pleadings filed with the Commission by the attorney for the licensee; alleging that the licensee agent Ched Keiler, will show that the petitioner is a disgruntled would-be programmer and prospective buyer of W227AV whose motivation for filing the petition against the licensee Reach Communications, Inc., was for the propose of forcing Reach to deal with the petitioner. This allegation is without any merits whatsoever, and the allegation clearly shows a poor example of the misguided attitude that Mr. Keiler has against the petitioner, who happens to be a potential minority broadcaster seeking the same fair treatment from Mr. Keiler that he expects from other parties he deals with. Mr. Keiler who is constantly led by his conservative views believes, that his unfair treatment of the petitioner will be overlooked by the Commission. Undoubtedly, Mr. Keiler who is an engineer and who deals with the FCC on a regular basis believes, that he has the FCC in his corner as it relates to the instant matter pending before the FCC.

The petitioner wants to make it perfectly clear to the Commission, that the petitioner's entity Florida Urban Radio Network Association, executed a Local Programming Agreement with the licensee Reach Communications, Inc., for the purpose of rebroadcasting its programming content through the signal of a certain LPFM primary radio station for rebroadcasting to the general public on FM Broadcast translator station W227AV facility ID Number 145070 licensed by the FCC to serve the community of Newberry, Florida. The petitioner also wants to make it perfectly clear to the Commission that Mr. Keiler was not

the person who was legally bound by the terms of the aforesaid agreement between the parties. The petitioner, began dealing with Mr. Keiler as it relates to the Local Programming Agreement between the parties on or about September 15, 2010, which occurred shortly after the petitioner had sent an overnight letter to Reach's former board member Carl Mims, who was the initial representative for the licensee Reach Communications, Inc., and who was also the person, that the petitioner was personally dealing with on a direct basis concerning the Local Programming Agreement between the parties since its inception. Shortly after reviewing the petitioner's letter, which was addressed to Reach's former director Carl Mims, Mr. Keiler advised the petitioner, that Carl Mims was no longer a member on Reach's board of directors, and that he Mr. Keiler would be the new person, that I would be dealing with, concerning the Local Programming Agreement between the parties, and then Mr. Keiler instantly rejected the agreement commencement dates as modified under the terms of the agreement between the parties through Reach's former director Carl Mims. Mr. Keiler then stated to the petitioner without any concern whatsoever, that he considered the agreement between the parties to be abandoned.

The petitioner's additional facts as revealed herein relating to the petitioner's instant reply, along with the attached documents filed with the FCC as part of the petitioner's instant reply will clearly show that the petitioner is a real party in interest and that the petitioner has personal knowledge of the fact, that the instant FM broadcast translator station, was or has been silent for more than 30 days without the Commission approval, contrary to Section 74.1263 (e) and that the petitioner also has personal knowledge concerning the fact that the subject FM translator station failed to disseminate programming content intended to be received by the public for a period of twelve consecutive-months contrary to 312 (g) of the

Communications Act and Section 1740 (a) of the Commission Rules and Regulations.

The petitioner hereby makes it perfectly clear to the Commission, that the unfair treatment inflicted upon the petitioner because of his race and color by Mr. Keiler has no legal bearing whatsoever in fact or law as it relates to the instant issue of whether the licensee's broadcast license has expired as a matter of law pursuant to 312 (g) of the Communications Act. This issue should be resolved through the process of an FCC inquiry as provided by law. In the instant matter pending before the FCC, the licensee agent Ched Keiler, is attempting to establish a new meaning for the term silent broadcast station; 47 U.S.C. 312 (g) is very clear, in terms of its legal meaning, both in fact and law. The statute specifically provides that, "if a broadcast station fails to transmit a broadcast signal for any consecutive twelve-month period, then that station license expires at the end of that period, notwithstanding any provision, term, or condition of the license to the contrary. Additionally, a station that does cease broadcasting for nearly 12 months may not preserve its license by recommencing operation with the expired facilities. See letter to Idaho Broadcasting Consortium, 16 FCC Rcd 1721 (M.M.Bur.2001).

The petitioner has filed with the FCC, a petition and a sworn affidavit alleging that FM broadcast Translator station W227AV Facility ID number 145070 licensed at Newberry, Florida was silent for more than 30 days without FCC approval contrary to Section 74.1263 (e); and in addition thereto, the petitioner further alleges, that the aforementioned FM translator station was silent for more than twelve consecutive-months, contrary to 312 (g) of the Communications Act and Section 1740 (a)(4) of the FCC Rules and Regulations. Based upon these allegations as filed with the FCC, the licensee Reach Communications, Inc., has the burden of proof and must show with clear evidence that the instant FM broadcast translator station, never went silent for any period of time during the preceding license term, for a period of

30 days or more, nor during any consecutive twelve-month period during the preceding license term. The word "broadcast signals" in 312 (g) means; "means the dissemination of radio communications intended to be received by the public 47 U.S.C. Section 153(6)."

"The term dissemination of radio communications intended to be received by the public, must be interpreted to mean radio programming content intended to be received by the public".

The term "broadcast signals" as set forth and provided in 312 (g) of the Communications Act has nothing to do with a power outage at the broadcast facility transmitting site. In the instant matter pending before the Commission, Mr. Keiler is attempting to mislead the Commission on the true meaning of 312 (g) of the Communications Act and Section 1740 (a) of the Commission Rules and Regulations by stating in his declaration that no power outages occurred at the FM translator station transmitting site during the preceding 30 days or more prior to the instant action being filed against the licensee. Furthermore, Mr. Keiler is also stating in his declaration that no power outages occurred at the aforesaid FM translator station transmitting site during the preceding consecutive twelve-month period. Mr. Keiler's declaration is insufficient on its face as a matter of law, due to the fact that Mr. Keiler's declaration failed to state that the subject FM translator station during the time periods stated in the petitioner's affidavit, disseminated actual programming content that was received by the public. The Commission is prohibited as a matter of law from allowing Mr. Keiler another opportunity to state in another declaration that the subject FM translator station disseminated actual programming content that was received by the public during the time periods stated in the petitioner's affidavit.

Mr. Keiler as a matter of law is not allowed to contradict his initial declaration that he filed with the Commission concerning the instant matter relating to Section 74.1263 (e); Section 47

U.S.C.312 (g); 47 U.S.C. Section 153 (6) and Section 1740 (a) of the Commission Rules and Regulations.

Furthermore, Reach's current agent Ched Keiler stated in his declaration based upon his personal knowledge of the facts, that the Local Programming Agreement between the parties expired in 2008. The petitioner's attached documents from the licensee's former director Carl Mims, clearly contradicts Mr. Keiler statement as it relates to the issue of the agreement being considered to have expired in 2008. The attached documents will show that the agreement was still being honored in August of 2009 and that Mr. Keiler had full knowledge of this fact prior to filing his declaration with the FCC stating that the agreement expired in 2008.

Mr. Keiler has shown a lack of candor on this issue, due to the fact that Mr. Keiler failed to reveal that the agreement commencement date never occurred during the agreements initial inception, due to causes that was beyond the petitioner's control and the agreement commencement date during the entire term of the agreement between the parties, remained open beyond the initial term of the agreement, at all times for the purpose of making sure that the petitioner was not deprived of the benefit of providing programming content to the public on the instant FM translator station as originally agreed to by the licensee under the terms of the Local Programming Agreement between the parties.

Furthermore, Mr. Keiler was very much aware of the legal doctrine of equitable estoppel when he filed his declaration with the FCC and therefore was aware of the fact, that he was precluded under the doctrine of equitable estoppel from stating that the agreement had expired in 2008. Under the doctrine of equitable estoppel a person may be precluded by his act or conduct or silence when it is his duty to speak, from asserting a right which he otherwise would have had. This is the effect of voluntary conduct of a party whereby he is precluded from asserting rights

against another who has justifiably relied upon such conduct and changed his position so that he will suffer injury if the former is allowed to repudiate the conduct. In the instant matter pending before the Commission, Mr. Keiler filed his declaration for the sole purpose of attempting to repudiate the conduct of Mr. Carl Mims and to further repudiate his own conduct when he agreed to sell the FM translator station to the petitioner for \$155,000.00 and then refused to honor that sale as he agreed to with the petitioner. Mr. Keiler's wrongful refusal to honor the Local Programming Agreement between the parties, and his additional wrongful refusal to sell the FM broadcast translator station to the petitioner's entity at the agreed upon selling price as agreed upon by the parties, shows that he has a personal bias against the petitioner, and a predisposition of showing favoritism towards non-minorities when it comes to selling or allowing programming content on the instant FM broadcast translator station.

Mr. Keiler's wrongful actions against the petitioner have caused substantial injury to the petitioner and his wrongful acts against the petitioner are contrary to Section 73.2090.

Furthermore, Mr. Keiler personally told the petitioner during a telephone conversation between the parties, that he would never allow the petitioner's entity to air the Tom Joyner Morning Show on the instant FM translator station. The Tom Joyner Morning Show targets the African-American market. Additionally, on or about October 10, 2010 Mr. Keiler traveled from Reach's corporate offices located in Fort Lauderdale, Florida to the instant FM translator station transmitting site located in Newberry, Florida for the sole purpose of rebroadcasting the programming content of a predominately Caucasian conservative talk show, which was presently airing on a local 3.000 watts FM radio station in the market, despite the fact that the airing of the Tom Joyner Morning Show which was not presently being aired in the market would have better

served the public interest by being rebroadcasted in the market on the instant FM broadcast translator station.

Mr. Keiler also personally told the petitioner, that if he purchased the instant FM translator station from the licensee Reach Communications, Inc., for \$155,000.00 that the petitioner could air whatever programs he wanted to air on the subject FM translator station.

Mr. Keiler's purchase price was agreed to in writing on November 8, 2011, but Mr. Keiler failed and refused to sell the instant FM broadcast translator station to a potential minority broadcaster, and he further refused to honor the sale of the FM broadcast translator station to the petitioner as agreed upon. Finally Mr. Keiler personally told the petitioner that he was leaning towards a non-minority broadcaster to make a deal with. In the instant matter pending before the Commission, neither Mr. Keiler nor the licensee Reach Commission, Inc. has shown any interest in the substantial injury suffered by the petitioner against the unfair treatment inflicted upon the petitioner by Mr. Keiler. Also, the petitioner is fully aware of Mr. Keiler and the licensee's connection to the Communications law firm of Fletcher, Herald & Hildreth, P.L.C., and their attempts to discredit the petitioner in this matter. But the facts are what they are and the evidence will reveal that Mr. Keiler and the licensee Reach Communications, Inc., has shown a lack of candor in their opposition to the petitioner's allegations stating that the subject FM broadcast translator station has been or was silent for more than 30 days without FCC approval, and in addition thereto has been or was silent for twelve consecutive-months, and therefore failed to disseminate programming content that was intended to be received by the public as provided by law and the licensee Reach Communications, Inc., is now operating FM broadcast translator station W227AV at Newberry, Florida with an expired license.

The petitioner hereby seeks discovery documents from the licensee Reach Communications, Inc., as follows:

Section 74.1284 Rebroadcast.

- (a) The term rebroadcast means the reception by radio of the programs or other signals of a radio station and simultaneous retransmission of such programs or signals for direct reception by the general public.
- (b) The licensee of an FM translator shall not rebroadcast the programs of any AM or FM broadcast station or other FM translator without obtaining prior consent of the primary station whose programs are proposed to be transmitted. The Commission shall be notified of the call letters of each station rebroadcast and the licensee of the FM translator shall certify that written consent has been received from the station whose programs are transmitted.
- (c) An FM translator is not authorized to rebroadcast transmissions of any class of station other than an AM or FM broadcast station or another FM translator.

Pursuant to Section 74.1284 (a) the licensee shall furnish the petitioner and the FCC with copies of all written rebroadcast consent authorizations signed by primary radio stations and whose signals were rebroadcasted on FM broadcast translator station W227AV during the pertinent years of 2007, 2008, 2009, and 2010.

Furnish the petitioner and the FCC with all documents pursuant to Section 74.1283 (c)(1) station identification; which provides as follows: (c) A translator station authorized under this subpart shall be identified by one of the following methods:

- (1) By arranging for the primary station whose station is being rebroadcast to identify the translator station by call sign and location, three such identifications shall be made during each day: once between 7 a.m. and 9 a.m., once between 12:55 p.m. and 1:05 p.m. and once between 4 p.m. and 6 p.m. Stations which do not begin their broadcast before 9 a.m. shall make their identification at the beginning of their broadcast days. The licensee of an FM translator station whose identification is made by the primary station must arrange for the primary station licensee to keep in its file, and to make available to FCC personnel, the translator's call letters and locations, giving the name, address and telephone number of the licensee or his service representative to be contacted in the event of malfunction of the translator, it shall be the responsibility of the translator licensee to furnish current information to the primary station licensee for this purpose. The petitioner hereby requests the licensee to furnish the petitioner and the FCC with copies of the primary station log sheets identifying the call signs of FM broadcast translator W227AV during the pertinent years of 2007, 2008, 2009 and 2010.

Furnish the petitioner with a copy of the written document that the licensee was required to furnish to the FCC pursuant to Section 74.1263 (c) which states, that the licensee of an FM translator or booster station must notify the Commission of its intent to discontinue operations for 30 or more consecutive days, notification must be made within 10 days of the time the station first discontinues operation and Commission approval must be obtained for such discontinued operation to continue beyond 30 days. The notification shall specify the causes of the discontinued operation and a projected date for the station's return to operation, substantiated by

supporting documentation. If the projected date for the station's return to operation cannot be met, another notification and further request for discontinued operations must be submitted in conformance with the requirements of this section. Within 48 hours of the station's return to operation, the licensee must notify the Commission of such fact. All notifications must be in writing.

Furnish the petitioner and the FCC with the company names, call letters, station frequency dial numbers, addresses, station contact persons and telephone numbers for all FM primary radio stations, that the licensee received written consent rights to rebroadcast a subject primary FM radio station signal on the instant FM broadcast translator station, more specifically fully described herein as W227AV Frequency 93.3 FM, Facility ID Number 145070 licensed by the FCC at Newberry, Florida during the pertinent years of 2007, 2008, 2009 and 2010.

Furnish the petitioner and the FCC with written documentation showing that Reach Communications, Inc. is owned by Calvary Chapel of Fort Lauderdale, which is located in Fort Lauderdale, Florida and that it operates NCE radio station WREH Reach FM on 90.5, FM with repeater FM translator stations, currently dispersed throughout the State of Florida.

The petitioner hereby seeks forfeiture proceedings against the above-styled licensee Reach Communications, Inc., for falsely stating in its declaration that the subject translator station had or has not been silent for 30 consecutive days during the pertinent years of 2008, 2009 and 2010, when in fact, the licensee knew or should have known that this fact was untrue. In addition, thereto the petitioner hereby seeks forfeiture proceedings against the above-styled licensee Reach Communications, Inc., for falsely stating in its declaration that the subject translator station had or has not been silent for twelve consecutive-months during the pertinent years of 2008 - 2009 and 2009 - 2010. Furthermore, the petitioner hereby requests that Reach's agent Ched Keiler and Reach's attorney Harry Martin be admonish by the FCC for filing a declaration with the Commission stating that the Local Programming Agreement between the parties had expired in 2008. Mr. Keiler and attorney Harry Martin knew or should have known that the agreement was still in effect as a matter of law pursuant to the doctrine of equitable estoppel. Undoubtedly, since attorney Harry Martin served as president of the FCC bar that this puts him in a superior position, and therefore he assumes that this position allows him to treat the petitioner with

disrespect in this matter, instead of focusing on the merits as alleged against the instant licensee pending before the Commission as a matter of law. As a former law student and as a matter of procedure, the petitioner has no choice but to treat Mr. Keiler and attorney Harry Martin with the upmost respect in this matter, and the petitioner hereby requests that this matter proceed before the Commission on the merits, and that the parties and their respective attorneys focus on the merits and to refrain from the use of statements, that may be deem personal and which has no relevance at all as it relates to the instant proceedings pending before the Commission.

WHEREFORE, the petitioner hereby specifically requests that the FCC issue a letter of inquiry to the licensee Reach Communications, Inc., forthwith and to find based upon the facts evidence, and law in this matter, that the license of FM broadcast translator station W227AV has expired as matter of law pursuant to 47 U.S.C. 312 (g) of the Communications Act or in the alternative to cancel the license of FM broadcast translator station W227AV pursuant to Section 74.1263 (e) due to the licensee's lack of candor in this matter by stating in its declaration, that the subject FM broadcast translator station had not been silent for 30 days or more without FCC approval.


RESPECTFULLY SUBMITTED this 21TH, day of February 2011.

By: 

William Johnson, Petitioner
1101 North Main Street
Gainesville, Florida 32601
(352) 281-3539
Email: wjohnson326@aol.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct of the foregoing has been furnished to Harry C. Martin, Attorney for the licensee Reach Communications, Inc., at Fletcher, Herald & Hildreth, P.L.C. 11th Floor, 1300 North 17th Street, Arlington, Virginia 22209 by regular United States Postal Mail Delivery this 21st day of February 2011.

By: 
William Johnson, Petitioner
1101 North Main Street
Gainesville, Florida 32601
(352) 281-3539
Email: wjohnson326@aol.com

Florida Urban Radio Network Association

Received & Inspected

FEB 25 2011

FCC Mail Room

September 24, 2010

Mr. Ched Keiler, Director
Reach Communications, Inc.
2401 West Cypress Creek Road
Fort Lauderdale, Florida 33309

RECEIVED

2011 FEB 28 4 16:02

TELECOM SERVICES DIVISION

Dear Mr. Keiler:

Attached is a copy of the Local Programming Agreement between Reach Communications, Inc, and Florida Urban Radio Network Association. I have also included copies of corresponds from Carl Mims a former Reach Communications, Inc. Director. (For the record Urban One Broadcasting Network is a subsidiary of Florida Urban Radio Network Association).

The attached local programming agreement between the parties, is based upon the programmer's program content being rebroadcast on the licensee FM broadcast translator station, more specifically described herein as W227AV channel 227 frequency 93.3 licensed by the FCC at Newberry, Florida.

The instant facts surrounding the agreement between the parties are as follows:

- (a.) No Commencement term date was ever inserted into the agreement between the parties due to the fact that the primary low power FM radio station coverage contour was beyond the required FCC predicted 1mV/m contour. As it relates to the local programming agreement between the parties, this became a technical cause for the programmer to resolve.
- (b.) The programmer has worked diligently to resolve the cause and the initial technical cause that resulted in the delay of the Commencement term date has been completely resolved.
- (c.) The programmer has never waived any rights to the start of a Commencement term date under the initial agreement between parties as a result of the aforesaid technical cause and Commencement term date delay.
- (d.) Legally, no rescission of the agreement between the parties ever took place. Furthermore, the programmer never waived any rights to insert a Commencement term date into the agreement once the technical cause was resolved, since the commencement term date in the local programming agreement between the parties was left blank due to the initial technical cause with the primary low power FM radio station. The technical delay that caused the Commencement term date from initially beginning with the primary low power FM radio station is considered to be a cause

that was beyond the control of the parties. Therefore no default of the agreement between the parties occurred at that time, and the Commencement term date under the agreement is still in effect.

Additionally, the programmer hereby submits to the licensee a first right of refusal to purchase the FM broadcast translator station more specifically described herein as W227AV channel 227 licensed by the FCC at Newberry, Florida from the licensee at the end of the local programming agreement between the parties for the sum of \$15,000.00 more than any other sum offered by any other party for the purchase of the aforesaid FM broadcast translator station.

If you should need or desire any additional information concerning the matter stated herein, please call me at (352) 335-6317.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Johnson', with a stylized flourish at the end.

William Johnson, President
Florida Urban Radio Network Association
wjohnson326@aol.com

See attachments from Mr. Carl Mims

Local Programming Agreement

THIS LOCAL PROGRAMMING AGREEMENT (this "Agreement") is made as of August 31, 2007 among Reach Communications, Inc., a Florida not for profit corporation ("Licensee") and Florida Urban Radio Network, a NON-PROFIT ASSOCIATION ("Programmer").

Recitals

A. Licensee owns and operates the following FM translator station (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

W227AV, Newberry, Florida (FIN: 145070)

B. Programmer has entered into a rebroadcast agreement with Florida Community Radio, Inc., licensee of Low Power FM Broadcast Station WMJB-LP (FIN: 135542) (the "LPFM") and desires to rebroadcast the LPFM on the Station.

C. Licensee has agreed to make available to Programmer airtime on the Station and to accept for broadcast the signal of the LPFM on the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin at 12:01 AM on 2007 (the "Commencement Date") and will continue until the date one (1) year after the Commencement Date, unless earlier terminated pursuant this Agreement.

2. Programmer's Provision of Programming. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee programming of the LPFM (the "Program" or "Programs") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, except for periods of regularly scheduled or necessary maintenance and excluding the period from 6:00 a.m. to 8:00 a.m. each Sunday morning on the Station (the "Broadcasting Period"). Programmer will transmit, at its own cost, its Programs to the Station's transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical and quality standards reasonably acceptable to Licensee.

3. Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 5 below.

4. Term Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will compensate Licensee as set forth on Schedule A attached hereto.

5. Operation, Ownership and Control of the Station. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Station, it will have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee will bear the responsibility for the Station's compliance with all applicable provisions of the rules and regulations of the Federal Communications Commission, the Communications Act of 1934, as amended and all other applicable laws (together, the "FCC Rules") Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest or in violation of the FCC Rules, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local community. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review.

7. Maintenance of Signal. Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station throughout the Term and shall repair and maintain the Station's transmitter and equipment in good working order. Licensee shall not change or modify the Station License or its operating parameters during the Term, unless required, in the Licensee's sole judgment, by the FCC Rules.

8. Facilities.

8.1 Licensee's Facilities. During the Term, Licensee shall provide Programmer access to and the use of such space and facilities of the Station as is reasonably necessary for Programmer to exercise its rights and perform its obligations under this Agreement. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for the premises. Without limiting the generality of the foregoing, Programmer shall at all times comply all terms and conditions of the Antenna Site License between Licensee and Budd Broadcasting Company, Inc., dated May ____, 2007, as amended by that First Amendment To Antenna Site License dated August ____, 2007, and attached hereto as Exhibit A.

10. Music Licenses. During the Term, Programmer will obtain and maintain in full force and effect in its own name all music licenses ("Music Licenses") as will be required by the

licensor of those Music Licenses. All Music Licenses fees during the Term shall be paid by Programmer.

11. Programs.

11.1 Programmer represents and warrants to Licensee that it has secured permission of the licensee of the LPFM to rebroadcast its signal on the Station and that such broadcast of the LPFM on the Station fully complies with the FCC Rules. A copy of the Programmer's authority to rebroadcast the LPFM on the Station is attached hereto as Exhibit B. A map of the LPFM's principal community contour is attached hereto as Exhibit C.

11.2 Programmer represents, warrants and agrees that during the Term of this Agreement all Programs rebroadcast on the Station pursuant to this Agreement shall comply in all respects with the FCC Rules.

11.3 Programmer represents, warrants and agrees that during the Term of this Agreement it will ensure that all station identification announcements required to be broadcast under the FCC Rules are broadcast.

12. Expenses. Licensee will pay for the maintenance of all transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law. Licensee will also pay for all utilities supplied to its main studio and transmitter site.

13. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC Rules. Programmer is specifically authorized to use such call letters in its Programs and in any promotional material, in any media, used in connection with the Programs.

14. Events of Default; Termination.

14.1 Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to make timely payments as provided for in Section 4 of this Agreement; (b) Programmer fails to observe or perform its other obligations contained in this Agreement; or (c) Programmer breaches the representations and warranties made by it under this Agreement.

14.2 Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by it under this Agreement in any material respect.

18. Assignability; No Third Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

19. Construction. This Agreement will be construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

20. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

21. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by facsimile transmission and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and on the same day if transmitted by facsimile, addressed as follows:

If to Licensee: Reach Communications, Inc.
 Attention: Paul R. Alfieri
 2401 W. Cypress Creek Road
 Ft. Lauderdale, FL 33309
 Tel: 954-315-4315
 Fax: 954-301-2622
 Email: Paul@calvaryfl.org

with a copy (which shall
not constitute notice) to: Sciarrino & Associates, PLLC
 5425 Tree Line Dr.
 Centreville, VA 20120
 Attn: Dawn M. Sciarrino
 Tel: (703)830-1679
 Fax: (703) 991-7120
 Email: dawn@sciarrinolaw.com

14.3 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured.

14.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 14.3 hereof the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

14.5 Cooperation Upon Termination. If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status quo ante.

15. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability that results in a breach by Programmer of any of its representations, warranties, covenants or agreements contained in this Agreement, for any violation of the FCC Rules, or for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs on the Station. Licensee shall indemnify and hold Programmer harmless against any and all liability that results in a breach by Licensee of any of its representations, warranties, covenants or agreements contained in this Agreement, or for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of its programming on the Station. The obligations under this Section shall survive any termination of this Agreement for one (1) year.

16. Authority. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

17. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other such right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

If to Programmer: Florida Urban Radio Network
C/O William Johnson, President
PO Box 7380
Lake City, Florida 32055

Tel: (352) 219-8771

22. Entire Agreement. This Agreement, together with its schedules and other appendices and the Purchase Agreement, embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Station and this Agreement.

23. Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

24. Force Majeure. The failure of either party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure, or due to causes beyond such party's control, will not constitute an Event of Default under Section 14 of this Agreement and neither party will be liable to the other party therefor. Notwithstanding the foregoing, neither termination of the LPFM Rebroadcast Agreement for any reason or the failure of the LPFM to broadcast thereby preventing rebroadcast on the Station shall not be considered circumstances beyond the Programmer's control.

25. Subject to Laws: Partial Invalidity. The obligations of the parties under this Agreement are subject to the FCC Rules. The parties agree that Licensee shall file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

26. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

27. Successors and Assigns. Subject to the provisions of Section 18 above, this Agreement shall be binding and inure to the benefit of Licensee's successors and assigns. This Agreement shall also be binding upon and inure to the benefit of Programmer and its successors and assigns.

28. Certifications.

(a) Licensee's Certification. Licensee hereby certifies that for the term of this Agreement it shall maintain ultimate control over the Station's facilities, including control over the Station's finances, personnel and programming, and nothing herein shall be interpreted as depriving Licensee of the power or right of such ultimate control.

(b) Programmer's Certification. To Programmer's knowledge, Programmer hereby certifies that this Agreement complies with Section 73.3555 of the FCC rules in effect on the date hereof (but the parties acknowledge that the multiple ownership rules are under review and that no party makes any representation as to compliance if such rules change).

(c) If necessary to comply with applicable law (including compliance by Programmer with any changes in the FCC's ownership rules), the parties will modify this Agreement to effect compliance without depriving either party of the benefits of this Agreement in any material respect, unless such a modification is not possible, in which event this Agreement may be terminated as to such Station by either party by written notice to the other effective when compliance is required (after taking into account any grandfathering or grace period).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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


LICENSEE:

Reach Communications, Inc.

By: 
Name: Carl Mims
Title: Director

PROGRAMMER:

Florida Urban Radio Network

By: 
Name: William Johnson
Title: President

SCHEDULE A TO LMA

1. *Monthly Payment/ Expense Reimbursement*

During the Term, Programmer shall reimburse Licensee on a monthly basis for the Station Expenses (defined below) less any Station Income (defined below). As used herein, the term "Station Expenses" means the reasonable operating expenses of the Station incurred by Licensee in the ordinary course of business and consistent with industry custom (taking into account this Agreement, the services provided hereunder, and the Station's expenses paid directly by Programmer in performing this Agreement) for which Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses. Station Expenses specifically includes the rent due under the Antenna Site License Agreement, as amended and utilities.

In addition to the reimbursed Station Expenses, Programmer shall pay to Licensee the sum of Eight Hundred Dollars monthly beginning on the Commencement Date of this Agreement and continuing on a monthly basis for the Term of this Agreement.

Urban One Broadcasting Network

September 30, 2010

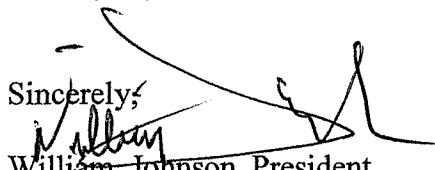
Mr. Ched Keiler
Director of Engineering
Reach Communications
2401 Cypress Creek Road
Fort Lauderdale, Florida 33309

Dear Mr. Keiler:

Attached is a copy of the time brokerage agreement between Entercom of Gainesville, LLC and Urban One Broadcasting Network, for the use of radio station WSKY 97.3 FM HD2 broadcast channel. The agreement is Confidential information and therefore, is being submitted to you by Urban One Broadcasting Network, for the purpose of sharing certain information contained therein, with Reach Communications only.

If you should need or desire any additional information concerning this matter, please call me at (352) 335-6317.

Sincerely,



William Johnson, President
Urban One Broadcasting Network
Email: wjohnson326@aol.com

William

I will send the old check back to you today.

The receiver and transmitter are in place and properly connected. However, before you can properly transmit the following adjustments must be done.

1. Tune receive filters to the proper frequency. These are installed to reduce interference and improve quality. It will require a Spectrum Analyzer to do the tuning and verify the proper signal levels from the LP FM being used to re-broadcast. While the receive antenna is aimed in the general direction there is the possibility that it will need to be re-aligned to improve reception and reduce interference.

2. The modulation must be set to the proper level. This will require a modulation monitor and is required by the FCC to conform to the allowable signal.

Do you have those two pieces of equipment?

Please send your engineer's contact info and credentials to Ched.

Thanks,

Carl Mims

On Aug 25, 2009, at 9:50 AM, wjohnson326@aol.com wrote:

August 25, 2009

To: Mr. Carl Mims, Director
Reach Communications, Inc.

Carl,

I Will issue you a new check in the amount of \$800.00 to cover the first month. The Newberry receiving antenna is already pointing towards West Gainesville. Nothing additional need to be done in that area. We would only need to connect the receiving audio lines into the audio output of the broadcast translator for rebroadcasting of our signals. This could be done by my engineer.

If you have any additional questions concerning this matter, please do not hesitate to call me at (904) 386-6612.

Sincerely,

William Johnson, CEO
Urban One Broadcasting Network
Email: wjohnson326@aol.com

-----Original Message-----

From: Carl Mims <Carl@CALVARYFTL.ORG>

To: wjohnson326@aol.com

Sent: Mon, Aug 24, 2009 6:16 pm

Subject: Re: Newberry Florida FM Translator Station

Bill

I have the check. Given the age do you want me to return to you so you can cut a current check?

Can you have your engineer contact Ched Keiler at 954-804-4860 ched@reachfm.org He will need the engineer's contact info and credentials. Ched will do the setup on our end. There will be cost involved in re-aligning the receive antenna and retuning the filters.
Excited to get this going for you.

Also need the authorization for WERF.

Thanks,

Carl Mims

On Aug 23, 2009, at 3:18 PM, wjohnson326@aol.com wrote:

> August 21, 2009

>

> To: Mr. Carl Mims, Director

> Reach Communications, Inc.

> 2401 West Cypress Creek Road

> Ft. Lauderdale, Florida 33309

>

> • Dear Mr. Mims:

>

> Please be advised that Urban One Broadcasting Network is ready to > rebroadcast its football
> game coverage on the Newberry, Florida FM Broadcast translator > station via the signals of
> WERF-LP 95.7 FM Gainesville, Florida. I email you a copy of the > agreement per your request
> on June 23, 2009.

>

> I am in the process of renting studio space from Mr. Harvey Budd, > the owner of the Newberry tower.
> My engineer can gain access to the Newberry tower site through Mr. > Budd and get the rebroadcast
> up and going on the Newberry, Florida FM translator Station within a > day. A written copy of the consent
> and authorization to rebroadcast the signals of WERF-LP 95.7 FM is > in the process of being signed
> by Florida Educational Broadcasting, Inc. Florida Educational > Broadcasting, Inc., is the licensee of
> WERF-LP 95.7 FM. A hard copy will be sent to you within a few days.

>

> Furthermore, I have not seen a copy of the \$800.00 check, that you > said was returned to me.
> Please check your records on this, and if it was indeed return I > will issue another check to
> Reach Communications, Inc., in the amount of \$800.00 to cover the > first month under the
> Local Programming Agreement.

>

> If you should need any additional information concerning this > matter, please call me at (904) 386-6612.

>

> Sincerely,

>

> William Johnson, President

> Urban One Broadcasting Network

> (904) 386-6612

> wjohnson326@aol.com

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> by Florida Educational Broadcasting, Inc. Florida Educational > Broadcasting, Inc., is the licensee of

> WERF-LP 95.7 FM. A hard copy will be sent to you within a few days.

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> Furthermore, I have not seen a copy of the \$800.00 check, that you > said was returned to me.

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>

> If you should need any additional information concerning this > matter, please call me at (904) 386-6612.

>

> Sincerely,

>

> William Johnson, President

> Urban One Broadcasting Network

> (904) 386-6612

> wjohnson326@aol.com

>

>

>

>

>

From: Carl Mims <Carl@CALVARYFTL.ORG>
To: wjohnson326 <wjohnson326@aol.com>
Cc: Ched Keiler <Ched@CALVARYFTL.ORG>
Subject: Re: Newberry Florida FM Translator Station
Date: Tue, Aug 25, 2009 12:18 pm

William

I will send the old check back to you today.

The receiver and transmitter are in place and properly connected. However, before you can properly transmit the following adjustments must be done.

1. Tune receive filters to the proper frequency. These are installed to reduce interference and improve quality. It will require a Spectrum Analyzer to do the tuning and verify the proper signal levels from the LP FM being used to re-broadcast. While the receive antenna is aimed in the general direction there is the possibility that it will need to be re-aligned to improve reception and reduce interference.

2. The modulation must be set to the proper level. This will require a modulation monitor and is required by the FCC to conform to the allowable signal.

Do you have those two pieces of equipment?

Please send your engineer's contact info and credentials to Ched.

Thanks,

Carl Mims

On Aug 25, 2009, at 9:50 AM, wjohnson326@aol.com wrote:

August 25, 2009

To: Mr. Carl Mims, Director
Reach Communications, Inc.

Carl,

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If you have any additional questions concerning this matter, please do not hesitate to call me at (904) 386-6612.

Sincerely,

William Johnson, CEO
Urban One Broadcasting Network
Email: wjohnson326@aol.com

Urban One Broadcasting Network

September 15, 2010

Mr. Carl Mims, Director
Reach Communications, Inc.
2401 West Cypress Creek Road
Fort Lauderdale, Florida 33309

Mr. Mims:

Finally, we are now able to rebroadcast Urban One Broadcasting Network Programming on Reach Communications Newberry, Florida FM Broadcast Translator Station through the primary radio Station WSKY 97.3 HD-2 FM. WSKY 97.3 HD-2 FM is 50,000 watts and is licensed by the Federal Communications Commission (FCC) at Micanopy, Florida.

The primary station WSKY 97.3 HD-2 FM 60 DBU is within the Newberry, Florida FM Broadcast Translator station 60 DBU coverage.

Attached is a check for \$800.00 to cover the first month lease payment as per our initial agreement.

If you should need or desire any additional information concerning this matter, please call me at (352) 335-6317.

Sincerely,

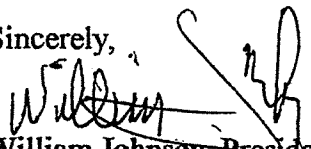

William Johnson, President
Urban One Broadcasting Network
Email: wjohnson326@aol.com

EXHIBIT "B"

Florida Urban Radio Network Association

(Urban One Broadcasting Network, LLC)

October 8, 2010

Mr. Ched Keiler, Engineering Director
Reach Communications, Inc.
2401 West Cypress Creek Road
Fort Lauderdale, Florida 33309

Dear Mr. Keiler:

Attached is the proposal I discussed with you during our telephone conversation on Tuesday October 4, 2010. During the aforesaid telephone conversation, you stated that Florida Urban Radio Network Association abandoned the agreement it executed with Reach Communications on August 31, 2007, because Florida Urban Radio Network Association failed to commence the term of agreement on December 1, 2007, and therefore Reach Communications, Inc. considers the agreement to be abandoned. This accusation is without any merits whatsoever; do to the fact that the record reveals just the opposite. The truth of the matter is that Reach Communications, Inc. executed a written agreement with Florida Urban Radio Network Association on August 31, 2007, for the use of FM broadcast translator station W227AV Channel 227 frequency 93.3 licensed by the FCC at Newberry, Florida. The day after the agreement was executed between the parties, you filed a notice with the FCC on September 1, 2007 to take the aforesaid Newberry, Florida FM broadcast translator station silent without informing Florida Urban Radio Network Association, that you were taking this adverse action. You informed the FCC that you were taking the aforesaid FM broadcast translator station dark on September 1, 2007 due to technical reasons. This action was contrary to the Local Programming agreement executed between the parties on August 31, 2007 due to the fact, that Florida Urban Radio Network Association, rights were violated, because under the agreement, Florida Urban Radio Network Association has the right to provide programming on the aforesaid Newberry, Florida FM broadcast translator station, 24 hours a day 7 days a week. The agreement also recites, that Reach Communications, Inc. was issued a license by the FCC for the Newberry, Florida FM broadcast translator station at the time the agreement was executed between the parties on August 31, 2007.

The record reveals, that the aforesaid Newberry, Florida FM broadcast translator station did not commence operations until December 9, 2007. Additionally the record clearly reveals that the FCC did not issue a license to cover for the Newberry, Florida FM broadcast translator station until January 29, 2008.

In addition, to the above Florida Urban Radio Network Association response to the issue of abandonment, I would like to advise Reach Communications, Inc. of the following fact as it relates to third parties being made aware of the agreement between Florida Urban Radio Network Association and Reach Communications, Inc. for the Newberry, Florida FM broadcast translator station. Hopefully, the party that tendered an offer to you for the purchase of the Newberry, Florida FM broadcast translator station is not one of the third parties, that we shared confidential information with concerning the agreement between Reach Communications, Inc., and Florida Urban Radio Network Association for the same Newberry, Florida FM broadcast translator station.

If it does turn out to be one of those third parties, whom Florida Urban Radio Network Association shared confidential information with concerning the agreement between Florida Urban Radio Network Association and Reach Communications, Inc., Florida Urban Radio Network Association, will take legal action against that alleged third party interfering with the agreement between Florida Urban Radio Network Association and Reach Communications, Inc. Florida Urban Radio Network Association would like to maintain its good working relationship with Reach Communications, Inc., that was established during the term of former Director, Carl Mims.

EXHIBIT "A"

Mr. Keiler, if you should need or desire any additional information concerning this matter, please call me at (352) 335-6317.

Sincerely,

A handwritten signature in dark ink, appearing to read "William Johnson", with a horizontal line extending to the right.

William Johnson, President
Florida Urban Radio Network Association
wjohanson326@aol.com

EXHIBIT "C"

Urban One Broadcasting Network

~ PROPOSAL ~

This proposal is being submitted by Urban One Broadcasting Network, LLC a subsidiary of Florida Urban Radio Network Association to Reach Communications, Inc., licensee of that certain FM Broadcast Translator Station, more fully described herein, as W227AV channel 227 frequency 93.3 FM licensed by the Federal Communications Commission (FCC) to serve the community of Newberry, Florida.

This proposal shall consist of the followings:

1. Urban One Broadcasting Network, LLC shall enter into a programming agreement with the licensee Reach Communications, Inc., for the purpose of rebroadcasting the network's programs aired over radio station WSKY HD2 FM, which shall be based upon 24 hours a day 7 days a week during the term of the agreement.
2. The programming agreement between the parties shall be for a term of two (2) years (the "Initial Term") After the Initial Term the agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") and together with the Initial Term, the "Term", unless and until either party provides the other party with not less than sixty (60) days prior written notice of such party's election that the agreement not renew. (Option) Urban One Broadcasting Network, LLC shall have the option to purchase the FM broadcast translator station after the first year of the agreement for the purchase price of \$50,000. Urban One Broadcast Network, LLC shall be given a first right of refusal to purchase the FM broadcast translator station at anytime during the term of the agreement.
3. Urban One Broadcasting Network, LLC shall provide the licensee with a copy of the written consent from the licensee of WSKY HD2 FM, authorizing the signal of WSKY HD2 FM to be rebroadcasted on the licensee's FM Broadcast Translator Station.
4. Payment: Urban One Broadcasting Network, LLC shall pay the licensee a monthly fee ("the Fee") of \$1,000.00 during the term of the agreement.
5. The licensee shall maintain the FM Broadcast Translator Station in good working order at all times during the term of the agreement.
6. The network shall comply with the rules and regulations of the Federal Communications Commission (FCC) and any other applicable governmental regulations during the term of the agreement.

The agreement between the parties, shall be governed by the laws of the State of Florida, and also by the rules and regulations of the Federal Communications Commission (FCC).

Submitted this 8th day of October 2010.

By: William Johnson
William Johnson, President
Urban One Broadcasting Network, LLC
A subsidiary of Florida Urban Radio Network Association
(352) 335-6317
Email: wjohnson326@aol.com

✓ 11:00 PM 10/8/10



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ARE PEOPLE GOING BACK TO SCHOOL WITH GRANTS? SEE IF YOU QUALIFY!

Click Your Age:



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Search

enhanced by

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Search

Mail

Reply

Reply All

Forward

Actions

Go

Delete

Today on AOL

New Mail 3307

Old Mail

Drafts (3)

Sent

IMs

Spam (49)

Recently Deleted

Contacts

Calendar

My Folders Manage Folders

Purchase offer for Newberry, Florida FM translator station

From: wjohnson326 <wjohnson326@aol.com>

To: ched <ched@calvaryfl.org>

Date: Tue, Nov 9, 2010 3:40 pm

Urban_One_Broadcasting_Network.Reach_Purchase_Offer.doc

November 8, 2010

Ched, see attached Purchase Offer for Newberry FM Translator Station.

Sincerely,
William Johnson

Accessible Version | Standard Version | Terms of Service | Privacy Policy | Shortcuts | © 2010 AOL Inc. All Rights Reserved

EXHIBIT D

Urban One Broadcasting Network, LLC

November 8, 2010

Ched,

As per our telephone conversation today, Urban One broadcasting Network, LLC hereby tenders its agreed upon offer to Reach Communications, Inc for the purchase of its Newberry, Florida FM broadcast translator station for the total sum of \$155,000.00 in cash.

Purchase offer submitted this 8th, day of November 2010.

By: 

William Johnson, President
Urban One Broadcasting Network, LLC
(352) 335-6317
(352) 281-3539 Cell
wjohnson326@aol.com

P.S. Time is of the essence.

EXHIBIT "D"

From: wjohnson326 <wjohnson326@aol.com>

To: carl <carl@calvaryftl.org>

Subject: Newberry, Florida FM Translator Station

Date: Thu, Oct 22, 2009 8:32 pm

Attachments: Rebroadcast_Auth_and_Consent.docx (110K)

October 22, 2009

To: Carl Mims, Director
Reach Communications, Inc.

Dear Mr. Mims:

Please be advised that we are ready to begin rebroadcasting on the Newberry, Florida FM Translator Station. Attached is the executed Rebroadcast Authorization and Consent from Florida Educational Broadcasting, Inc., licensee of WERF-LP 95.7 FM licensed to serve Gainesville, Florida.

I have not received the first \$800.00 check back from you yet.

I will send you a new check in the amount of \$800.00 to cover the first month of programming.

Please mail the old check to the following address:

William Johnson, President
Urban One Broadcasting Network
2128 SW Main Blvd., Suite 105
Lake City, Florida 32025

Please be further advised that my engineer with your permission can gain access to the site through Mr. Harvey Budd.

If you should need any additional information concerning this matter, please do not hesitate to call me at (904) 386-6612.

Sincerely,

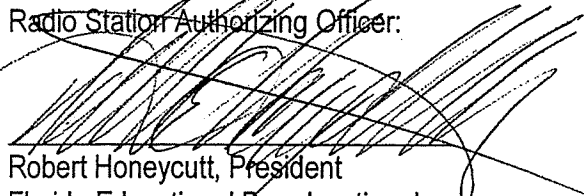
William Johnson, President
Urban One Broadcasting Network
(904) 386-6612
Email Address: wjohnson326@aol.com

REBROADCAST AUTHORIZATION AND CONSENT

Florida Educational Broadcasting, Inc. hereby authorize and consent to WERF-LP 95.7 FM licensed to Gainesville, Florida signals being rebroadcast to the general public by Reach Communications, Incorporated over FM Broadcast Translator Station W227AV Channel (227) frequency 93.3 FM licensed to Newberry, Florida. This Rebroadcast Authorization and Consent shall be based upon the rebroadcast of WERF-LP 95.7 FM signals on FM Broadcast Translator Station W227AV Channel (227) frequency 93.3 FM on a 24/7/365 day basis until terminated by either party in writing.

Dated this 18, day of ^{October}~~September~~ 2009.

Radio Station Authorizing Officer:



Robert Honeycutt, President
Florida Educational Broadcasting, Inc.
WERF-LP 95.7 FM
FCC Facility ID 134753

Received & Inspected

FEB 25 2011

FCC Mail Room

October 26, 2010

Florida Urban Radio Network
a.k.a. Urban One Broadcasting Network
2545 NE 11th Place
Gainesville, Florida 32641

ATTN: Mr. William Johnson

RE: Reach Communications - Gainesville, Florida – Deposit

Mr. Johnson;

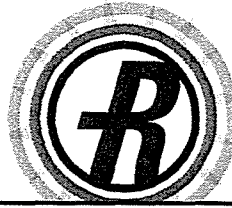
Please find enclosed the check that you recently sent Reach Communications for \$800.00 dated September 15, 2010 drawn on account 3701016143. For your convenience, I have voided out the check so that it is not possible be cashed.

I enjoyed our recent meeting on October 15 to discuss a possible new agreement concerning Reach Communications and Florida Urban Radio broadcast interest in the Gainesville, Florida area. If you have any questions or concerns, please feel free to contact me at 954-556-4635, or via e-mail at ched@reachFM.org.

Sincerely,

Ched Keiler – CPBE

Director of Engineering - Reach Communications
Fort Lauderdale, Florida, USA
954-556-4635




REACH COMMUNICATIONS, INC.

2011 FEB 28 4:02 PM

COMMUNICATIONS DIVISION

NAME William Johnson
ACCOUNT NO. 3701016143 DATE Sept 15 2010 63-1291/631

PAY TO THE ORDER OF Reach Communications, Inc. \$ 800.00
Eight Hundred 00 DOLLARS

 **Southern Commerce Bank**
1800 NE 12th Avenue, Gainesville, FL 32641

MEMO payment for Newberry
translator station

MP

063112919 370101 370101

SECURITY FEATURES
included.
Display on Back.

DELUXE WALLET OR DUPLICATE
SAFETY PAPER



[Home](#) » [/fcc](#) » FCC Plans Crack-down on Silent Stations

FCC Plans Crack-down on Silent Stations

Nov 1, 2010 9:26 AM, By Harry Martin

The FCC's Media Bureau, troubled by a growing number of non-operating stations, is looking into how a station's failure to operate during the preceding license term might be factored into whether it is entitled to a license renewal. The renewal cycle for radio stations begins again June 2011.

200 silent stations: The Commission's records show that nearly 200 AM and FM stations reported being off-the-air as of Sept. 1, 2010. And beyond that is the separate universe of stations that have ceased operation but never advised the Commission as required under Sections 73.561(d) and 73.1740(a)(4) of the rules.

The regulatory scheme: The rules permit stations to shut down from time to time, and there are many good reasons why they might: for example, equipment problems, emergency weather conditions or economic hardship. The Commission itself routinely approves suspensions of operation in six-month increments upon showings of good cause.

Such officially sanctioned suspensions cannot last longer than a year, however. Section 312 (g) of the Communications Act, which the FCC cannot waive except in extraordinary circumstances, provides that any station that fails to transmit broadcast signals for any consecutive 12-month period loses its license automatically at the end of that period.

Some at the Commission believe that, despite the threat of an automatic loss of license, a number of licensees are turning their stations off and keeping them off without good cause. Those licensees dodge expiration, apparently, by returning to the air for brief periods so as to avoid a consecutive 12-month period of silence under Section 312(g). But, having operated for a while, they then go back off the air and request a new silence authorization.

The FCC has never officially addressed the question of how long a station has to be on the air to toll the 12-consecutive-month period for Section 312(g) purposes. In a 2003 decision the FCC implied that 24 hours of operation was required, but that language has not been relied upon in subsequent decisions.

Renewals may become the focus: The Commission's staff has signaled that it will consider instances of non-operation during the preceding license term as part of the renewal process. This is likely to involve a revision of the renewal application form (FCC Form 303-S) to require each renewal applicant to provide a detailed listing of instances of non-operation during the preceding license term. Such a form revision would require approval by the Office of Management and Budget, a process that would have to begin soon if the new reporting

requirement is to be in place in time for June 1, 2010, renewal filings.

A focus on the renewal applicant's performance during the preceding term is squarely within the duties assigned the Commission by Congress. Section 309(k)(1)(A) of the Act specifies that, before it can grant an unconditional broadcast renewal, the FCC must first determine that, during the immediately preceding license term, the licensee "has served the public interest." It is difficult to imagine how a station could have served the public interest if it was off the air for a substantial portion of its license term.

Whether the renewal form will in fact be revised, remains to be seen. After all, the 200 or so radio stations off the air as of Sept. 1, represent only about 1 percent of all AM and FM stations. And bear in mind that at least some, if not many, of those 200 stations may be off the air for valid technical reasons, with no intent to stay off longer than necessary to fix the problem. Nevertheless, it is not unusual for a few bad actors to get the agency's attention thereby causing the FCC to impose new reporting requirements on a whole industry.

FCC Dateline

For noncommercial radio stations in Colorado, Minnesota, Montana, North Dakota and South Dakota, their biennial ownership report deadline is Dec. 1.

Dec. 1 is the deadline for radio stations licensed in the following locations to place their Annual EEO Reports in their public files: Alabama, Colorado, Georgia, Minnesota, Montana, North Dakota and South Dakota.

The radio station license renewal cycle begins again in 2011, with the first batch of renewals being due on June 1, 2011, for stations in D.C., Maryland, Virginia and West Virginia.

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