

## EXPLANATION OF REASON FOR APPLICATION

Miller Communications, Inc. ("Miller"), is the licensee of Class A FM Broadcast Station WIGL(FM), Orangeburg, SC. In accordance with a Mutual Increase of Facilities Agreement ("Agreement" – copy attached) entered into with the licensees of four other nearby Class A FM radio stations<sup>1</sup>, on June 26, 1997, the predecessor licensee of WIGL, Boswell Broadcasting, Inc. ("Boswell"), filed an Application for Construction Permit (BPH-19970626IH) to modify the facilities of WIGL. The application sought permission to increase the maximum effective radiated power for WIGL from 3.0 kilowatts to equivalent 6.0 kilowatts at the existing WIGL site.<sup>2</sup> WIGL and the other affected Class A stations, which concurrently filed their own facilities increase applications, utilized Commission rule Section 73.215(c) regarding mutual increases in grandfathered Class A FM stations. The Commission granted the requested construction permit for WIGL (and the other affected stations) on September 26, 1997.

Boswell constructed the new WIGL facilities authorized by the construction permit and began operations at the higher power pursuant to program test authority. On information and belief, at the same time the consulting engineer for WIGL prepared the engineering portion of the application for covering license and forwarded that material to the attorney for WIGL for filing with the Commission.

On June 30, 2003, Miller consummated the purchase of the assets and license of WIGL from Boswell.<sup>3</sup> Very recently, while exploring the possibility of technical changes to the facilities of WIGL, Miller discovered that the necessary application for a license to cover the permit was not filed with the FCC. In reviewing the Commission's files, Miller found that the licensee of WAJY, New Ellenton, SC, one of the other party-stations to the Agreement recently filed an application<sup>4</sup> to replace its expired construction permit. In that application, the licensee of WAJY noted that the attorney who was responsible for filing the application has since died. The original WIGL construction permit expired on March 26, 1999, after a term of 18 months. (This was one of the construction permits issued under the previous rules that permitted the filing of applications for extension and replacement of expired permits, but the time for so filing has expired.) Upon discovering that the permit had expired, and assessing the situation, WIGL reduced power to equivalent 3.0 kilowatts pending the filing of a license application. As shown in the Agreement, the consent of the other affected stations to the increase in WIGL's equivalent power remains valid and in effect.

Grant of this application without the need for filing an application for replacement construction permit is in the public interest as the facilities are constructed. Miller's counsel has discussed this situation with a member of the Audio Division staff who has indicated that, under these unique

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<sup>1</sup> In addition to WIGL(FM) and WAJY(FM), New Ellenton, South Carolina, the affected stations were: WFXA(FM), Augusta, GA; WOMG(FM), Columbia, SC; and WBHC(FM), Hampton, SC.

<sup>2</sup> The actual facilities are for 2.70 kilowatts at 150 meters height above average terrain.

<sup>3</sup> See BALH-20030314BHZ.

<sup>4</sup> See BPH-20030625AAN

circumstances, there is no need to file an application for a replacement construction permit, and that Miller should file an application for license to cover the expired construction permit. Therefore, Miller requests the Commission to waive any necessary rules to accept this application for license even though the underlying construction permit has expired. Such action will allow WIGL to effectuate the original intent of the Commission and the other Class A stations and it will allow WIGL to provide service to additional persons. Miller requests expedited processing of this request to allow it to restore service to these persons as soon as possible.

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**AGREEMENT**

This Agreement is made as of this 1st day of April, 1997, by and between:

(a) BEASLEY BROADCASTING OF AUGUSTA, INC., a corporation organized under the laws of the State of Delaware ("Beasley"); (b) DAVIS BROADCASTING INC. OF AUGUSTA, a corporation organized under the laws of the State of Delaware ("Davis"); (c) HAMPTON COUNTY BROADCASTERS, INC., a corporation organized under the laws of the State of South Carolina ("Hampton County"); (d) RADIO SOUTH CAROLINA, INC., a corporation organized under the laws of the State of South Carolina ("Radio South Carolina") and (e) BOSWELL BROADCASTING, INC., a corporation organized under the laws of the State of South Carolina ("Boswell").

**WITNESSETH:**

WHEREAS, Beasley is authorized by the Federal Communications Commission ("FCC") to own and operate Radio Station WAJY(FM), New Ellenton, South Carolina ("WAJY FM") on the frequency 102.7 MHz (i.e., on FM Channel 274A), with an effective radiated power ("ERP") of 3.0 kW, and with an antenna Height Above Average Terrain ("HAAT") of 100.0 meters (and with a circular antenna polarization);

WHEREAS, Davis is authorized by the FCC to own and operate Radio Station WFXA-FM, Augusta, Georgia ("WFXA-FM") on the frequency 103.1 MHz (i.e., on FM Channel 276A), with an ERP of 3.0 kW and with an HAAT of 91.0 meters (and with a circular antenna polarization);

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WHEREAS, Radio South Carolina is authorized by the FCC to own and operate Radio Station WOMG(FM), Columbia, South Carolina ("WOMG(FM)") on the frequency 103.1 MHz (i.e., on FM Channel 276A), with an ERP of 3.3 kW and with an HAAT of 91.0 meters (and with a circular antenna polarization);

WHEREAS, Hampton County is authorized by the FCC to own and operate Radio Station WBHC-FM, Hampton, South Carolina ("WBHC-FM") on the frequency 103.1 MHz (i.e., on FM Channel 276A), with an ERP of 3.0 kW and with an HAAT of 100.0 meters (and with a circular antenna polarization); and

WHEREAS, Boswell is authorized by the FCC to own and operate Radio Station WIGL(FM), Orangeburg, South Carolina ("WIGL(FM)") on the frequency 102.9 MHz (i.e., on FM Channel 275A), with an ERP of 3.0 kW and with an HAAT of 100.0 meters (and with a circular antenna polarization).

WHEREAS, the FCC, pursuant to the provisions of Section 73.213(c)(2) of the FCC's Rules permits Class A FM radio stations such as WAJY(FM), WFXA-FM, WOMG(FM), WBHC-FM and WIGL(FM) to operate with a maximum of 6 kW ERP and with a maximum antenna height of 328 feet or 100 meters HAAT or the equivalent (together such maximum ERP and HAAT for Class A FM commercial broadcast stations are hereinafter referred to as "Maximum Class A FM Facilities"; and

WHEREAS, Radio Stations WAJY(FM), WFXA-FM, WOMG(FM), WBHC-FM, and WIGL(FM) each desire to increase their respective ERPs to 6.0 kW;

WHEREAS, Radio Stations WAJY(FM), WBHC-FM, and WIGL(FM) each desire to continue to operate with their present respective antenna heights of 100.0 meters HAAT;

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WHEREAS, Radio Station WFXA-FM desires to increase its HAAT to 92.4 meters;

WHEREAS, Radio Station WOMG(FM) desires to increase its HAAT to 94.0 meters;

WHEREAS, the technical facilities desired by Radio Stations WAJY(FM), WBHC-FM and WIGL(FM) would constitute Maximum Class A Facilities;

WHEREAS, the technical facilities desired by Radio Stations WFXA-FM and WOMG(FM) would not constitute maximum Class A facilities;

WHEREAS, the technical facilities with which Radio Stations WAJY(FM), WFXA-FM, WOMG(FM), WBHC-FM, and WIGL(FM), respectively, presently operate are set forth under the heading "Present Facilities Table" in Exhibit 1 annexed hereto; and

WHEREAS, the technical facilities desired, respectively, by each of Radio Stations WAJY(FM), WFXA-FM, WOMG(FM), WBHC-FM and WIGL(FM) is set forth under the heading "Proposed Facilities Table" in Exhibit 1 annexed hereto and made a part hereof (the "Proposed Facilities").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, and intending to be legally bound, Beasley, Davis, Radio South Carolina, Hampton County and Boswell hereby agree as follows:

1. Waiver of Section 73.207. WAJY is presently short-spaced to adjacent Class A FM Stations WFXA-FM and WIGL(FM) under Section 73.207 of the FCC's Rules governing spacing regulations. WFXA-FM is presently short-spaced to co-channel FM Class A Stations WBHC-FM, WOMG(FM) and WAJY(FM) under Section 73.207 of the FCC's Rules. WBHC-FM is presently short-spaced to co-channel Class A FM Station WFXA-FM and to first adjacent Channel FM Station WIGL(FM) under Section 73.207 of the FCC's Rules. WOMG(FM) is

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presently short-spaced to co-channel Class A FM Stations WFXA-FM and WIGL(FM) under Section 73.207 of the FCC's Rules. In light of these circumstances, the spacing requirements of Section 73.213(c)(1) of the FCC's Rules apply to these existing facilities. Beasley, Davis, Radio South Carolina, Hampton County and Boswell hereby mutually consent and agree to waive the requirements of Section 73.207 of the FCC's Rules (Title 47 C.F.R. Section 73.207) with respect to the respective minimum distance separation between WAJY(FM), WFXA-FM, WOMG(FM), WBHC-FM and WIGL(FM), provided that each of these five stations increases its respective Proposed Facilities to the technical facilities for each such station set forth in Exhibit 1 annexed hereto and made a part hereof and to the extent that none of the five stations seeks to relocate its transmitter site to a different transmitter site other than the one on which it is presently located. In granting such consents to such increases in the proposed facilities of WAJY(FM), WFXA-FM, WOMG(FM), WBHC-FM, and WIGL(FM), the parties hereto recognize and agree that WFXA-FM and WOMG(FM) are not specifying Maximum Class A (FM) Facilities, pursuant to the Commission's Rules, and that, therefore, WFXA-FM and WOMG(FM) understand and agree that they may not be able to subsequently increase their respective Maximum Class A (FM) Facilities to become Maximum Class A (FM) Facilities, under the Commission's Rules, depending on the changes proposed herein to the other three stations which are a part of this mutual facilities Agreement and depending on other facilities improvements for other stations in the interim. It is the intention of each of the five parties hereto to accept any mutual interference from the other four stations hereto as may be caused by operation of the five stations with the Maximum Proposed Facilities described under the heading "Proposed Facilities Table" in Exhibit 1 annexed hereto and made a part hereof, provided that such improvements occur only at the very

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same transmitter sites at which each of those stations are presently operating, and as contemplated by this Agreement. Any of the five stations whose licensees are governed by this Agreement may increase that station's Maximum Class A Facilities at the station's present transmitter site to the maximum Proposed Facilities set forth in Exhibit 1 hereto as soon as possible without waiting until any other station's application for similar upgrade is granted or grantable and without regard to whether any other station which is subject to this Agreement is at that time ready to increase effective radiated power or antenna height above average terrain. Each of the five parties hereto specifically authorize one another to file copies of this Agreement and of the attached Consents with any application filed by any or all of them with the FCC.

2. Consent Forms. Attached hereto as Attachments A, B, C, D and E are Consent forms which shall be executed, respectively, by each of the five parties to this Agreement upon execution of this Agreement by each of them. Each of the five parties to this Agreement shall promptly cause the preparation and filing with the FCC of an FCC application, complete in all material respects, to increase the Proposed Technical Facilities of each of the five broadcast stations which are the subject of this Agreement to the proposed technical facilities for each such station set forth under the heading "Proposed Facilities Table", as set forth in Exhibit 1 annexed hereto to the existing transmitter sites of each such station. Each of the five licensees which are subject to this Agreement will file its application with the FCC for improvement of the respective Proposed Facilities of its station to the Proposed Facilities set forth in Exhibit 1 annexed hereto and made a part hereof and at the very same transmitter site for each such station, at the same time or contemporaneously. The attorneys' fees and engineering fees for the applications of each of the parties (except for Boswell with respect to the improvement of facilities of WIGL(FM), for

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which attorneys' fees and engineering fees Boswell shall pay) will be paid for by Beasley and will then be billed to each such station at a cost of one-fourth (1/4) of the total of such costs. Portions so billed must be paid to Beasley within ten (10) days from the date of invoice by Beasley. Each of the FCC applications will require an FCC filing fee of Six Hundred Ninety Dollars (\$690.00) per station; the obligation to pay for this filing fee is the responsibility of each licensee which is a signatory to this Agreement and must be paid by a single filing fee check for each station whose technical facilities are to be improved, and each such check shall be in the proper amount owed to the FCC and shall be made payable to the order of the Federal Communications Commission prior to the filing of that party's FCC application. Each of the licensees who are parties to this Agreement understands and agrees that they are individually responsible for their own property's upgrade in technical facilities in the manner contemplated by this Agreement and that the costs involved will be incurred by each such licensee individually.

3. Payments To Hampton County. Radio South Carolina and Davis hereby each agree to pay the sum of Three Thousand Dollars (\$3,000.00) to Hampton County Broadcasters, Inc., as licensee of Radio Station WBHC-FM, Hampton, South Carolina, for its expense incurred in relation to the WBHC-FM upgrade in technical facilities to the technical facilities set forth under the heading Proposed Facilities Table in Exhibit 1 at the transmitter site and at the present transmitter site of WBHC-FM with which WBHC-FM is presently operating. A payment of Three Thousand Dollars (\$3,000.00) has already been made to Hampton County by Beasley. The balances owed to Hampton County pursuant to this paragraph of this Agreement will be paid upon initial FCC staff approval of the upgrade for each station whose licensees are parties to this

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Agreement. Boswell (and its Station WIGL(FM)) will be responsible for its own engineering fees and legal fees and any other application fees in relation to its FCC upgrade application and for the costs of its upgrade. In regard to the foregoing, a pending Petition For Rule Making, MM Docket No. 96-250, DA 96-2044, proposes to substitute FM Channel 221A for FM Channel 276A in Hampton, South Carolina. While that Petition would potentially allow WBHC-FM to operate as a 6.0 kilowatt Class A FM station on Channel 221A, it would require the exchanging of channels with a station in Parris Island, South Carolina. The facilities to be applied for by Hampton County for WBHC-FM will be the facilities for that station set forth under the heading "Proposed Facilities Table" annexed hereto as Exhibit 1, which would, by its terms, allow WBHC-FM to increase its Effective Radiated Power from 3.0 kW to 6.0 kW on Channel 276A in the interim, pending successful completion of the aforementioned Petition For Rule Making. Were Hampton County to await the conclusion of MM Docket No. 96-250, the delay of the proceeding and the requirement of coordination of channel changes with the Parris Island, South Carolina, licensee would deprive WBHC-FM of the opportunity from expanding its service on its current channel (i.e, FM Channel 276A) and would prevent the improvement of both WFXA-FM and WIGL(FM). Furthermore, impeding the power increases for WFXA-FM and WIGL(FM) would in turn preclude WAJY(FM) (and WOMG(FM)) from increasing power. Therefore, the parties respectfully request that WBHC-FM be authorized to increase power as requested in its application for Proposed Facilities Table, as set forth in Exhibit 1 annexed hereto, on Channel 276A, at the station's present transmitter site, notwithstanding the channel changes contemplated in MM Docket No. 96-250. Beasley shall promptly prepare and file with the FCC the mutual facilities upgrade applications, complete in all material respects, to increase the technical

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facilities of Radio Stations WAJY(FM), WFXA-FM, WOMG(FM) and WBHC-FM, to the facilities for each of those stations set forth under the heading "Proposed Facilities Table" set forth in Exhibit 1 annexed hereto at the present transmitter sites for each such station, and shall diligently prosecute each such application. Each of the five licensees who are parties to this mutual facilities improvement Agreement agrees to promptly cooperate with the FCC and with each of the other parties to this Agreement, and to promptly file with the FCC all required or necessary or desirable amendments to that party's facilities improvement application and to promptly respond to any inquiries of the FCC or of any other party to this Agreement relative to a grant of one or all of the applications contemplated by this Agreement.

4. Representation. Each party to this Agreement hereby represents, agrees, covenants and warrants to each of the other parties to this Agreement that its contemplated facilities improvement application to the facilities set forth under the heading "Proposed Facilities Table" in Exhibit 1 annexed hereto is grantable by the Commission subject to the execution of this Agreement and that no other agreement or consent of any other permittee, licensee or other party is necessary to obtain FCC grant of its contemplated facilities improvement application or, if necessary, such agreement or consent has been obtained and is attached hereto.

5. Assignment. This Agreement must be assigned by each of the parties to this Agreement to any future licensees of each of the five stations which are covered by this Agreement. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of each party hereto. Each party hereto agrees to provide a copy of this Agreement to any heir, successor or assign.

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6. Notices. All necessary notices, demands and requests shall be deemed duly given if mailed by registered mail, postage prepaid, addressed to the following:

If to Beasley: Patricia Traupman  
Beasley Broadcast Group  
3033 Riviera Drive, Suite 200  
Naples, Florida 33940

With a copy of such notice (which will not be deemed to constitute compliance with this Agreement) to:

Mr. Kent Dunn  
General Manager  
Radio Station WJY(FM)  
124 N. Belair Road  
Evans, Georgia 30809

With a copy of such notice (which will not be deemed to constitute compliance with this Agreement) to:

Irving Gastfreund, Esq.  
Kaye, Scholer, Fierman, Hays & Handler, LLP  
901 15th Street, N.W., Suite 1100  
Washington, D.C. 20005

If to Davis: Mr. Gregory A. Davis  
President  
Davis Broadcasting Inc. of Augusta  
P.O. Box 1584  
Augusta, Georgia 30903

If to Radio South Carolina:

Mr. William McElveen  
President  
Radio South Carolina, Inc.  
P.O. Drawer 50568  
Columbia, South Carolina 29250

If to Hampton County:

Mr. Anthony Gross  
President  
Hampton County Broadcasters, Inc.  
P.O. Box 666  
Hampton, South Carolina 29924

If to Boswell:

Mr. Charles W. Boswell  
President  
Boswell Broadcasting, Inc.  
P.O. Box 1546  
Orangeburg, South Carolina 29116

7. Miscellaneous.

(a) This Agreement contains the entire agreement of each of the parties hereto with respect to the transactions contemplated and supersedes all prior negotiations between the parties concerning the subject matter contained herein. No change, modification or waiver of any provision hereof will be valid unless in writing and signed by the party to be bound.

(b) No delay or failure on the part of any party to this Agreement in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

(c) This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(d) Nothing in this Agreement will be construed as giving any person, firm, corporation or other entity, other than the parties hereto, their respective heirs, executors, administrators, successors and assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

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(e) This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(f) This Agreement may be executed in counterpart, each of which shall be deemed an original.

ATTEST

BEASLEY BROADCASTING OF AUGUSTA, INC.

\_\_\_\_\_

By: George G. Beasley  
George G. Beasley  
President

ATTEST

DAVIS BROADCASTING INC. OF AUGUSTA

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory A. Davis  
President

ATTEST

RADIO SOUTH CAROLINA, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
William McElveen  
President

ATTEST

HAMPTON COUNTY BROADCASTERS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Anthony Gross  
President

ATTEST

BOSWELL BROADCASTING, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Charles W. Boswell  
President

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City/County of Columbus )  
 ) ss:  
State of Georgia )

I, KEUT OLIV, a Notary Public in and for said City/County and State, do hereby certify that on the 21 day of May, 1997, before me personally came George Masley, with whom I am personally acquainted, who executed the foregoing instrument.

WITNESS my hand and notarial seal, this 21 day of May, 1997.

Harold I. Miller

My Commission Expires: 1/22/99

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(c) This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(f) This Agreement may be executed in counterpart, each of which shall be deemed an original.

ATTEST

BEASLEY BROADCASTING OF AUGUSTA, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
George G. Beasley  
President

ATTEST

DAVIS BROADCASTING INC. OF AUGUSTA

Gregory A. Davis

By: Gregory A. Davis  
Gregory A. Davis  
President

ATTEST

RADIO SOUTH CAROLINA, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
William McElveen  
President

ATTEST

HAMPTON COUNTY BROADCASTERS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Anthony Gross  
President

ATTEST

BOSWELL BROADCASTING, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Charles W. Boswell  
President

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City/County of Durham )  
 ) ss:  
State of North Carolina )

I, Gayle D. Smith, a Notary Public in and for said City/County and State, do hereby certify that on the 5 day of June, 1997, before me personally came Gregory A. Davis, with whom I am personally acquainted, who executed the foregoing instrument.

WITNESS my hand and notarial seal, this 5 day of June, 1997.

Gayle D. Smith

My Commission Expires: 8/31/98



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(e) This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(f) This Agreement may be executed in counterpart, each of which shall be deemed an original.

ATTEST

**BEASLEY BROADCASTING OF AUGUSTA, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
George G. Beasley  
President

ATTEST

**DAVIS BROADCASTING INC. OF AUGUSTA**

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory A. Davis  
President

ATTEST

**RADIO SOUTH CAROLINA, INC.**

*Harry Clark*  
\_\_\_\_\_

By: *William L. McElveen*  
\_\_\_\_\_  
William McElveen  
President

ATTEST

**HAMPTON COUNTY BROADCASTERS, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Anthony Gross  
President

ATTEST

**BOSWELL BROADCASTING, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Charles W. Boswell  
President

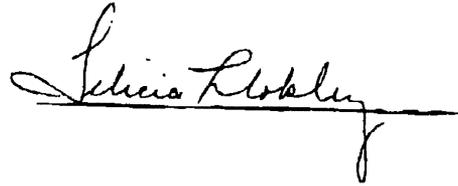
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City/Country of Lexington )  
 ) ss:  
State of South Carolina )

I, Felicia L. Cokley, a Notary Public in and for said City/County and State, do hereby certify that on the 17th day of June, 1997, before me personally came William L. McElveen, with whom I am personally acquainted, who executed the foregoing instrument.

WITNESS my hand and notarial seal, this 17th day of June, 1997.



My Commission Expires: 9/12/2001.

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(e) This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(f) This Agreement may be executed in counterpart, each of which shall be deemed an original.

ATTEST

BEASLEY BROADCASTING OF AUGUSTA, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
George G. Beasley  
President

ATTEST

DAVIS BROADCASTING INC. OF AUGUSTA

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory A. Davis  
President

ATTEST

RADIO SOUTH CAROLINA, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
William McElveen  
President

ATTEST

HAMPTON COUNTY BROADCASTERS, INC.

*Joan Langrecht*  
\_\_\_\_\_

By: *Carl Anthony Gross*  
\_\_\_\_\_  
Anthony Gross  
President

ATTEST

BOSWELL BROADCASTING, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Charles W. Boswell  
President

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City/County of Hampton )  
 ) ss:  
State of South Carolina )

I, MAJOR R. HOCKEY, a Notary Public in and for said City/County and State, do hereby certify that on the 29 day of MAY, 1997, before me personally came CARL A. GROSS, with whom I am personally acquainted, who executed the foregoing instrument.

WITNESS my hand and notarial seal, this 29 day of MAY, 1997.

Major R. Hockey

My Commission Expires: 2-2-2004

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(e) This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(f) This Agreement may be executed in counterpart, each of which shall be deemed an original.

ATTEST

BEASLEY BROADCASTING OF AUGUSTA, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
George G. Beasley  
President

ATTEST

DAVIS BROADCASTING INC. OF AUGUSTA

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory A. Davis  
President

ATTEST

RADIO SOUTH CAROLINA, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
William McElveen  
President

ATTEST

HAMPTON COUNTY BROADCASTERS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Anthony Gross  
President

ATTEST

BOSWELL BROADCASTING, INC.



By:   
Charles W. Boswell  
President



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EXHIBIT 1

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**STATIONS INVOLVED WITH MUTUAL INCREASE OF FACILITIES AGREEMENT****PRESENT FACILITIES TABLE:**

Call	City	St	Ch	Freq	Power	HAAT	Ant. Type
WAJY	New Ellenton	SC	274A	102.7	3.0	100.0	Circular
WFXA-FM	Augusta	GA	276A	103.1	3.0	91.0	Circular
WOMG	Columbia	SC	276A	103.1	3.3	91.0	Circular
WBHC-FM	Hampton	SC	276A	103.1	3.0	100.0	Circular
WIGL	Orangeburg	SC	275A	102.9	3.0	100.0	Circular

**PROPOSED FACILITIES TABLE:**

WAJY	New Ellenton	SC	274A	102.7	6.0	100.0	Circular
WFXA-FM	Augusta	GA	276A	103.1	6.0	92.4	Circular
WOMG	Columbia	SC	276A	103.1	6.0	94.0	Circular
WBHC-FM	Hampton	SC	276A	103.1	6.0	100.0	Circular
WIGL	Orangeburg	SC	275A	102.9	2.7	150.0	Circular

(It should be noted that WFXA-FM and WOMG are not specifying maximum Class A facilities pursuant to §73.211(b)(1) of the rules)

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## Attachment A

**CONSENT**

Beasley Broadcasting of Augusta, Inc. ("Beasley"), licensee of Radio Station WAJY(FM), New Ellenton, South Carolina ("WAJY(FM)"), hereby grants its consent, pursuant to Section 73.213(c)(2) of the Rules of the Federal Communications Commission ("FCC") to a grant of the following applications for a construction permit to increase the technical facilities of the below-listed radio stations, to the technical facilities below the heading labelled "Proposed Facilities Table" as set forth hereinbelow and at the existing transmitter sites of each such station, and subject to the terms of that certain mutual facilities improvement Agreement dated as of April 1, 1997, a copy of which is annexed hereto and considered a part hereof, even though the reference distance separation between Radio Station WAJY(FM) and Class A FM Stations WIGL(FM) and WFXA-FM may be short-spaced under the spacing regulation of Section 73.207 of the FCC's Rules. Therefore, the spacing rules of Section 73.213(c)(1) apply to these three facilities.

**PROPOSED FACILITIES TABLE**

<u>Station</u>	<u>City</u>	<u>St.</u>	<u>Channel</u>	<u>Desired Freq.</u>	<u>Desired ERP</u>	<u>HAAT</u>	<u>Ant. Type</u>
WAJY	New Ellenton.	SC	274A	102.7	6.0	100.0	Circular
WFXA-FM	Augusta,	GA	276A	103.1	6.0	92.4	Circular
WOMG	Columbia,	SC	276A	103.1	6.0	94.0	Circular
WBHC-FM	Hampton,	SC	276A	103.1	6.0	100.0	Circular
WIGL	Orangeburg,	SC	275A	102.9	2.7	150.0	Circular

Beasley agrees to accept any mutual interference which may arise from operation of WAJY(FM) with the technical facilities set forth above under the heading "Proposed Facilities Table" at the station's present transmitter site. Beasley represents that it will not now or at any

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future time object in any manner to the operation by either WFXA-FM, Augusta, Georgia; WOMG(FM), Columbia, South Carolina; WBHC-FM, Hampton, South Carolina; WAJY(FM), New Ellenton, South Carolina; or WIGL(FM), Orangeburg, South Carolina, with the Proposed Facilities set forth in the Table under the heading entitled "Proposed Facilities Table" set forth above and set forth in Exhibit 1 to the aforementioned mutual facilities improvement Agreement.

Executed on this 1st day of April, 1997.

ATTEST:

BEASLEY BROADCASTING OF AUGUSTA, INC.

\_\_\_\_\_

By: George G. Beasley  
George G. Beasley  
President

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## Attachment B

CONSENT

Davis Broadcasting Inc. of Augusta ("Davis"), licensee of Radio Station WFXA-FM, Augusta, Georgia ("WFXA-FM"), hereby grants its consent, pursuant to Section 73.213(c)(2) of the Rules of the Federal Communications Commission ("FCC") to a grant of the following applications for a construction permit to increase the technical facilities of the below-listed radio stations, to the technical facilities below the heading labelled "Proposed Facilities Table" as set forth hereinbelow and at the existing transmitter sites of each such station, and subject to the terms of that certain mutual facilities improvement Agreement dated as of April 1, 1997, a copy of which is annexed hereto and considered a part hereof, even though the reference distance separation between Radio Station WFXA-FM and Co-Channel Class A FM Stations WBHC-FM, WOMG(FM) and WAJY(FM) may be short-spaced under the spacing regulation of Section 73.207 of the FCC's Rules. Therefore, the spacing rules of Section 73.213(c)(1) apply to these three facilities.

PROPOSED FACILITIES TABLE

<u>Station</u>	<u>City</u>	<u>St.</u>	<u>Channel</u>	<u>Desired Freq.</u>	<u>Desired ERP</u>	<u>HAAT</u>	<u>Ant. Type</u>
WAJY	New Ellenton,	SC	274A	102.7	6.0	100.0	Circular
WFXA-FM	Augusta,	GA	276A	103.1	6.0	92.4	Circular
WOMG	Columbia,	SC	276A	103.1	6.0	94.0	Circular
WBHC-FM	Hampton.	SC	276A	103.1	6.0	100.0	Circular
WIGL	Orangeburg,	SC	275A	102.9	2.7	150.0	Circular

Davis agrees to accept any mutual interference which may arise from operation of WFXA-FM with the technical facilities set forth above under the heading "Proposed Facilities Table" at the station's present transmitter site. Davis represents that it will not now or at any

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future time object in any manner to the operation by either WFXA-FM, Augusta, Georgia; WOMG(FM), Columbia, South Carolina; WBHC-FM, Hampton, South Carolina; WAJY(FM), New Ellenton, South Carolina; or WIGL(FM), Orangeburg, South Carolina, with the Proposed Facilities set forth in the Table under the heading entitled "Proposed Facilities Table" set forth above and set forth in Exhibit 1 to the aforementioned mutual facilities improvement Agreement.

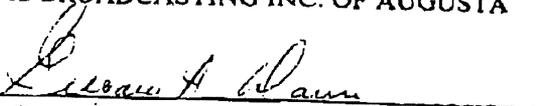
Executed on this 1st day of April, 1997.

ATTEST:

DAVIS BROADCASTING INC. OF AUGUSTA



By:

  
Gregory A. Davis  
President

Attachment C

**CONSENT**

Radio South Carolina, Inc. ("Radio South Carolina"), licensee of Radio Station WOMG(FM), Columbia, South Carolina ("WOMG(FM)"), hereby grants its consent, pursuant to Section 73.213(c)(2) of the Rules of the Federal Communications Commission ("FCC") to a grant of the following applications for a construction permit to increase the technical facilities of the below-listed radio stations, to the technical facilities below the heading labelled "Proposed Facilities Table" as set forth hereinbelow and at the existing transmitter sites of each such station, and subject to the terms of that certain mutual facilities improvement Agreement dated as of April 1, 1997, a copy of which is annexed hereto and considered a part hereof, even though the reference distance separation between Radio Station WOMG(FM) and Co-Channel Class A FM Stations WFXA-FM and WIGL(FM) may be short-spaced under the spacing regulation of Section 73.207 of the FCC's Rules. Therefore, the spacing rules of Section 73.213(c)(1) apply to these three facilities.

**PROPOSED FACILITIES TABLE**

<u>Station</u>	<u>City</u>	<u>St.</u>	<u>Channel</u>	<u>Desired Freq.</u>	<u>Desired ERP</u>	<u>HAAT</u>	<u>Ant. Type</u>
WAJY	New Ellenton,	SC	274A	102.7	6.0	100.0	Circular
WFXA-FM	Augusta,	GA	276A	103.1	6.0	92.4	Circular
WOMG	Columbia,	SC	276A	103.1	6.0	94.0	Circular
WBHC-FM	Hampton,	SC	276A	103.1	6.0	100.0	Circular
WIGL	Orangeburg,	SC	275A	102.9	2.7	150.0	Circular

Radio South Carolina agrees to accept any mutual interference which may arise from operation of WOMG(FM) with the technical facilities set forth above under the heading "Proposed Facilities Table" at the station's present transmitter site. Radio South Carolina

represents that it will not now or at any future time object in any manner to the operation by either WFXA-FM, Augusta, Georgia; WOMG(FM), Columbia, South Carolina; WBHC-FM, Hampton, South Carolina; WAJY(FM), New Ellenton, South Carolina; or WIGL(FM), Orangeburg, South Carolina, with the Proposed Facilities set forth in the Table under the heading entitled "Proposed Facilities Table" set forth above and set forth in Exhibit 1 to the aforementioned mutual facilities improvement Agreement.

Executed on this 16 day of June, 1997.

ATTEST:



RADIO SOUTH CAROLINA, INC.

By: William J. McElven  
 William McElveen  
 President

Attachment D

**CONSENT**

Hampton County Broadcasters, Inc. ("Hampton County"), licensee of Radio Station WBHC-FM, Hampton, South Carolina ("WBHC-FM"), hereby grants its consent, pursuant to Section 73.213(c)(2) of the Rules of the Federal Communications Commission ("FCC") to a grant of the following applications for a construction permit to increase the technical facilities of the below-listed radio stations, to the technical facilities below the heading labelled "Proposed Facilities Table" as set forth hereinbelow and at the existing transmitter sites of each such station, and subject to the terms of that certain mutual facilities improvement Agreement dated as of April 1, 1997, a copy of which is annexed hereto and considered a part hereof, even though the reference distance separation between Radio Station WBHC-FM and Co-Channel Class A FM Station WFXA-FM and to first adjacent channel FM Station WIGL(FM) may be short-spaced under the spacing regulation of Section 73.207 of the FCC's Rules. Therefore, the spacing rules of Section 73.213(c)(1) apply to these three facilities.

**PROPOSED FACILITIES TABLE**

<u>Station</u>	<u>City</u>	<u>St.</u>	<u>Channel</u>	<u>Freq.</u>	<u>Desired ERP</u>	<u>Desired HAAT</u>	<u>Ant. Type</u>
WAJY	New Ellenton.	SC	274A	102.7	6.0	100.0	Circular
WFXA-FM	Augusta,	GA	276A	103.1	6.0	92.4	Circular
WOMG	Columbia,	SC	276A	103.1	6.0	94.0	Circular
WBHC-FM	Hampton,	SC	276A	103.1	6.0	100.0	Circular
WIGL	Orangeburg,	SC	275A	102.9.	2.7	150.0	Circular

Hampton County agrees to accept any mutual interference which may arise from operation of WBHC-FM with the technical facilities set forth above under the heading "Proposed Facilities Table" at the station's present transmitter site. Hampton County represents that it will

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not now or at any future time object in any manner to the operation by either WFXA-FM, Augusta, Georgia; WOMG(FM), Columbia, South Carolina; WBHC-FM, Hampton, South Carolina; WAJY(FM), New Ellenton, South Carolina; or WIGL(FM), Orangeburg, South Carolina, with the Proposed Facilities set forth in the Table under the heading entitled "Proposed Facilities Table" set forth above and set forth in Exhibit 1 to the aforementioned mutual facilities improvement Agreement.

Executed on this 29 day of May, 1997.

ATTEST:

Jean Langrecht

HAMPTON COUNTY BROADCASTERS, INC.

By: Carl Anthony Gross  
Anthony Gross  
President

Attachment E

**CONSENT**

Boswell Broadcasting, Inc. ("Boswell"), licensee of Radio Station WIGL(FM), Orangeburg, South Carolina ("WIGL(FM)"), hereby grants its consent, pursuant to Section 73.213(c)(2) of the Rules of the Federal Communications Commission ("FCC") to a grant of the following applications for a construction permit to increase the technical facilities of the below-listed radio stations, to the technical facilities below the heading labelled "Proposed Facilities Table" as set forth hereinbelow and at the existing transmitter sites of each such station, and subject to the terms of that certain mutual facilities improvement Agreement dated as of April 1, 1997, a copy of which is annexed hereto and considered a part hereof, even though the reference distance separation between Radio Station WIGL(FM) and certain of the other commercial radio stations set forth in the table under the heading "Proposed Facilities Table" set forth below and Class A FM Stations may be short-spaced under the spacing regulation of Section 73.207 of the FCC's Rules. Therefore, the spacing rules of Section 73.213(c)(1) apply to these three facilities.

**PROPOSED FACILITIES TABLE**

<u>Station</u>	<u>City</u>	<u>St.</u>	<u>Channel</u>	<u>Freq.</u>	<u>Desired ERP</u>	<u>Desired HAAT</u>	<u>Ant. Type</u>
WAJY	New Ellenton,	SC	274A	102.7	6.0	100.0	Circular
WFXA-FM	Augusta.	GA	276A	103.1	6.0	92.4	Circular
WOMG	Columbia.	SC	276A	103.1	6.0	94.0	Circular
WBHC-FM	Hampton,	SC	276A	103.1	6.0	100.0	Circular
WIGL	Orangeburg,	SC	275A	102.9	2.7	150.0	Circular

Boswell agrees to accept any mutual interference which may arise from operation of WIGL(FM) with the technical facilities set forth above under the heading "Proposed Facilities

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Table" at the station's present transmitter site. Boswell represents that it will not now or at any future time object in any manner to the operation by either WFXA-FM, Augusta, Georgia; WOMG(FM), Columbia, South Carolina; WBHC-FM, Hampton, South Carolina; WAJY(FM), New Ellenton, South Carolina; or WIGL(FM), Orangeburg, South Carolina, with the Proposed Facilities set forth in the Table under the heading entitled "Proposed Facilities Table" set forth above and set forth in Exhibit 1 to the aforementioned mutual facilities improvement Agreement.

Executed on this 19<sup>th</sup> day of May, 1997.

ATTEST:

BOSWELL BROADCASTING, INC.



By:



Charles W. Boswell  
President