

**COORDINATED FACILITY  
MODIFICATION AGREEMENT**

This Agreement is made and entered into this \_\_\_ day of June 2002 by and between Brown Family Broadcasting, Inc. ("Brown"), Frank Neely ("Neely") and Miller Communications, Inc. ("Miller").

**WITNESSETH**

WHEREAS, Brown is licensee of Radio Station WAAW(FM), Williston, South Carolina, operating on FM Channel 234A, with FCC Facility Identification Number 4094 ("Station A");

WHEREAS, Neely has agreed to purchase Station A and Brown and Neely have filed an application (FCC File No. BALH-20020412AAF, herein referred to as "Assignment Application") with the FCC for consent to assignment of license of Station A to Neely and the FCC on May 28, 2002, granted the Assignment Application.

WHEREAS, Miller is licensee of Radio Station WICI-FM, Sumter, South Carolina, operating on FM Channel 234A with FCC Facility Identification Number 29140 ("Station B");

WHEREAS, "Station A Licensee" as used herein means Brown, if the Assignment Application is not consummated and Neely, if the Assignment Application is consummated.

WHEREAS, Station A Licensee is willing to relocate the transmitter site of Station A, so that Miller can improve the facilities of Station B, and Miller is willing to compensate Station A Licensee for relocating the site of Station A as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Miller will use its best efforts to find a suitable transmitter site ("New Site") to which Station A may be relocated that will allow Station B to improve its facilities, and secure the availability of the site through an option to purchase or lease with terms agreeable to Brown the New Site.

2. Station A Licensee and Miller will prepare and simultaneously file with the Federal Communications Commission ("FCC") applications ("Contingent Applications") in compliance with Section 73.3517(e) of the Commission's Rules for minor change construction permits to relocate Station A and improve Station B. Engineering firms acceptable to both parties will prepare the technical sections of the Contingent Applications. Station A Licensee and Miller will use their best efforts to obtain favorable FCC action on the Contingent Applications. A copy of this Agreement must be filed with each of the Contingent Applications.

3. Upon grant of the Contingent Applications, and the FCC's actions becoming final (i.e., not subject to, or the subject of, reconsideration or review), Miller will assist Station A

Licensee in relocating Station A to the New Site covered by the construction permit for Station A ("Station A CP").

4. Miller will assist Station A Licensee in obtaining all necessary local and federal regulatory approvals (including, without limitation, FAA determinations of no hazard to air navigation, and all other permits and authorizations) necessary for the construction of Station A's facilities at the New Site. Brown agrees to cooperate with Miller and execute all necessary forms and requests so that Miller may obtain the approvals.

5. Upon receipt of all regulatory approvals, Miller will bear the cost of constructing Station A's new transmitting facilities at the New Site. Miller will negotiate a contract for the construction of the facilities to the reasonable satisfaction of Station A Licensee. Miller's liability under this agreement shall be limited to ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000) including the land necessary to construct the New Site. Attachment A incorporated herein by reference is a list of the material items Miller will provide together with an estimated approximate value of each item. Station A Licensee understands that the information in Attachment 1 is not warranted accurate, but is based on good faith estimate.

6. Within 5 days following completion of construction of the facilities at the New Site, Station A Licensee will cause Station A to begin operation from the New Site and will file with the FCC an application for license to cover the Station A CP. Miller agrees that Station's existing tower will not be dismantled until Station A begins operation from the New Site.

7. At Miller's option, Miller will (a) bear the cost of (i) obtaining the New Site, (ii) constructing and relocating transmitting facilities for Station A to the New Site, (iii) preparation and submission of all portions of Station A Licensee's FCC application to obtain the Station A CP, (iv) FCC filing fees, and (v) obtaining all regulatory approvals; or (b) cause the tasks enumerated in Subsections (a)(i)-(v) of this Section 7 to be completed on a "turn-key" basis. Miller may use any and all components located at the current transmitter site for Station A and install them at the New Site. Miller may retain any components ("Unused Components") (by example, but without limitation: land, building, unused tower portions, and equipment, et cetera) at the current Station A transmitter site not used in the construction of the facilities at the New Site. Station A Licensee will convey to Miller free and clear of all liens and encumbrances the Unused Components.

8. Miller's obligations hereunder are specifically conditioned on Station A Licensee's prompt fulfillment of all tasks imposed on Station A Licensee and on the receipt by Miller of a construction permit to improve the facilities of Station B as described in the Contingent Applications. To demonstrate Miller's good faith, within 60 days following the execution of this Agreement, Miller will exchange with Station A Licensee a reconditioned 2.5 kW FM transmitter in substitution for the current transmitter used for Station A. If this Agreement should be terminated prior to the receipt by Station A Licensee of a license to cover the Station A CP, Station A Licensee will within 60 days following termination of the Agreement, return the transmitter to Miller. Upon receipt by Station A Licensee of a license to cover the Station A CP, Miller shall provide to Station A Licensee a bill of sale vesting in Station A Licensee title to the

transmitter, and Station A Licensee shall provide to Miller a Bill of Sale and Warranty Deed vesting marketable title in Miller to the Unused Components referred to in Section 7.

9. All notices to the parties as required or provided for herein shall be made in writing and served on the other party hereto:

If to Miller:

Miller Communications, Inc.  
c/o Harold T. Miller, Jr.  
51 Commerce Street  
Sumter, South Carolina 29150

With copy (which shall not constitute notice) to:

Gary S. Smithwick, Esq.  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W.  
Suite 301  
Washington, D.C. 20016

If to Brown:

Brown Family Broadcasting, Inc.  
PO Box 1051  
1217 West Medical Park Road  
Augusta, GA 30909

If to Neely:

Frank Neely  
1286 Holland Road  
Rock Hill, SC 29732

With copy (which shall not constitute notice) to:

John C. Trent, Esq.  
Putbren Hunsaker & Trent, P.C.  
100 Carpenter Drive  
P. O. Box 217  
Suite 100  
Sterling, VA 20167-0217

or at such other address as the parties may subsequently designate by written notice to each other party hereto and shall be sent by overnight courier service (UPS or Federal Express) and shall be effective upon receipt by the notified party.

10. This Agreement shall be construed by and governed in accordance with the substantive law of the State of South Carolina.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns. Station A Licensee shall cause any future purchaser of Station A to assume Station A Licensee's obligations under this Agreement and within 3 business days of execution thereof, provide a copy of the instrument obligating the purchaser to assume Station A Licensee's obligation, and provide a copy of the instrument by which the purchaser assumes Station A Licensee's obligations concurrent with the purchase of Station A. As the subject matter of this agreement is unique and money damages would not be adequate compensation for breach of this agreement, this agreement is enforceable by decree of specific performance.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**BROWN FAMILY BROADCASTING, INC.**

By \_\_\_\_\_  
Name  
Title

**FRANK NEELY**

By \_\_\_\_\_ (SEAL)

**MILLER COMMUNICATIONS, INC.**

By \_\_\_\_\_  
Name  
Title *Pres/CEO*