

FACILITIES MODIFICATION AGREEMENT

This Facilities Modification Agreement ("Agreement") is made and entered into this 21st day of May, 2002, by and among Cox Radio, Inc. ("CRI") and CXR Holdings, Inc. ("CXR" and together with CRI, "Cox"), and Williams Communications, Inc. ("Williams").

WHEREAS, Cox owns and operates FM broadcast station WBHJ(FM) ("WBHJ"), Channel 239, Tuscaloosa, Alabama,

WHEREAS, Williams has entered into an asset purchase agreement dated as of May __, 2002 (the "Purchase Agreement"), with Perry Communications, Inc. and Robert A. Perry (collectively "Seller") to acquire the assets of FM broadcast station WASZ(FM), Channel 238A, Ashland, Alabama ("WASZ"), and WZZX(AM), Lineville, Alabama (collectively, the "Stations");

WHEREAS, Cox desires to upgrade the facilities of WBHJ as set forth in Attachment One hereto (the "WBHJ Upgrade")

WHEREAS, Cox cannot obtain Federal Communications Commission ("FCC") consent to the Upgrades if WASZ continues to broadcast on its current channel and from its currently licensed transmitter site;

WHEREAS, Williams has agreed to take certain actions to remove the conflict with the Upgrades by acquiring WASZ, changing WASZ's channel and community of license, relocating WASZ's transmitter, and making other related facilities modifications, all as specified in Attachment Three hereto (the "FM Relocation"), and to implement the FM Relocation, all subject to the terms and conditions of this Agreement and FCC consent to the FM Relocation; and

WHEREAS, the parties believe the public interest will be served by the improvement of WBHJ's service to a greater number of listeners in the Birmingham region
and provision of a first local FM service by
WASZ.

NOW THEREFORE, in consideration of the mutual promises made herein, and intending to be legally bound hereby, the parties agree as follows:

1. FCC Filings.

(a) Upon execution of this Agreement, Williams shall execute a statement of consent to the FM Relocation in the form attached hereto as Attachment Four, which Williams understands will be filed by Cox with the FCC in connection with an amended and restated

petition for rule making proposing, among other things, the FM Relocation and the WBHJ Upgrade (the "WBHJ Petition"),

Williams agrees

to cooperate with Cox in filing the Petitions, including but not limited to executing such further documentation Cox reasonably requires to obtain the FCC's grant of the Petitions.

(b) Williams shall perform its obligations under the Purchase Agreement in good faith.

(c) Within thirty (30) days after the FCC's grant of the WBHJ Petition Williams, in cooperation and consultation with Cox, shall file with the FCC an application for a construction permit authorizing the FM Relocation (the "FM Modification Application").

(d) Within thirty (30) days after the FCC's grant of the FM Modification Application (the "FM Permit"), Williams, in consultation with Cox, shall commence construction of the facilities authorized by the FM Permit. Williams shall use commercially reasonable efforts to complete construction as promptly as possible and in no event later than the one (1) year anniversary of the date construction commences.

(e) Williams shall commence operations of the facilities authorized by the FM Permit pursuant to program test authority ("PTA") within three (3) days after PTA is authorized by the FCC. Williams shall file any notice of PTA with the FCC as and when required by the FCC. Within ten (10) days after commencement of PTA, Williams shall file with the FCC an application for a license to cover the FM Permit (the "FM License Application").

(f) For purposes of this Agreement, the FM Modification Application and the FM License Application shall be collectively referred to as the "Implementation Applications."

2. Representations and Warranties.

(a) Cox represents to Williams that it is legally qualified, empowered and able to enter into this Agreement. The execution, delivery and performance by Cox of this Agreement do not violate or conflict with any agreement, arrangement, understanding or restriction, written or oral, between Cox and any other entity or person. Cox represents that, to its knowledge, there is no fact or circumstance that would prevent or delay the FCC's grant of either of the Petitions or the Implementation Applications.

(b) Williams represents to Cox that it is legally qualified, empowered and able to enter into this Agreement. Subject to its consummation of the transactions contemplated by the Purchase Agreement (the "Closing"), the execution, delivery and performance of this Agreement by Williams do not violate or conflict with any agreement, arrangement, understanding or restriction, written or oral, between Williams and any other entity or person. At the Closing, Williams will be the authorized legal holder of the FCC licenses for WASZ, which will be in full force and effect and not subject to any restrictions or conditions limiting or restricting the full

operation of WASZ in accordance with its existing licenses. To Williams' knowledge, there are no pending or threatened proceedings which could result in the revocation, modification or nonrenewal of WASZ's licenses and Williams has no reason to believe that WASZ's licenses will not be renewed in the ordinary course. At the Closing, Williams will be in compliance in all material respects with all laws, regulations, rules and governmental orders applicable to WASZ. To Williams' knowledge, there is no fact or circumstance that would prevent or delay the FCC's grant of either of the Petitions or any of the Implementation Applications.

3. Diligent Efforts and Cooperation.

(a) Williams shall use diligent efforts to obtain the FCC's grant of the Implementation Applications, including the filing of any amendments, letters, or pleadings responding to FCC objections or requests, opposing any third-party petitions or objections, and seeking the consent or approval (if any) of any third party.

(b) The parties agree to cooperate in the prosecution of the Implementation Applications and will execute and deliver to the other party any documents reasonably necessary to obtain the FCC's grant of the Implementation Applications.

(c) Williams shall retain ultimate responsibility for the preparation and prosecution of the Implementation Applications and the completion of the FM Relocation. All services performed by Cox in connection therewith shall be subject to the supervision and control of Williams, and Williams retains the right to engage engineering and legal services as it deems appropriate.

(d) Neither party will submit any amendment, application, petition, pleading, or other document to the FCC or any other governmental authority (i) that is inconsistent with the terms of this Agreement; (ii) that would diminish or delay the prospects for a timely grant of either of the Petitions or any of the Implementation Applications; or (iii) that would diminish or delay the ability of Cox to complete the WBHJ Upgrade

(e) Nothing in this Agreement shall obligate Williams to (i) pursue judicial review of an FCC denial of any of the Implementation Applications; (ii) accept, agree, or accede to any material adverse conditions imposed in connection with the FCC approval of any of the Implementation Applications; or (iii) accept, agree, or accede to a construction permit or license that does not authorize facilities and service for WASZ as set forth in Attachment Three hereto.

4. Express Conditions.

(a) The parties acknowledge that this Agreement is expressly conditioned upon the consent of the FCC to the WBHJ Petition. If within forty-eight (48) months of the date of this Agreement, the FCC fails to grant the WBHJ Petition without material adverse conditions to Cox, then Cox, in its sole discretion at any time thereafter, may terminate this Agreement effective upon written notice to Williams. In such event, both parties shall be relieved of their further duties and obligations hereunder, except that (i) Cox shall promptly reimburse Williams for any reasonable

expenses actually incurred by Williams as of the termination date in connection with this Agreement and not previously reimbursed by Cox and (ii)

(b) The parties acknowledge that this Agreement is expressly conditioned upon the consent of the FCC to the assignment of the FCC licenses and authorizations for WASZ to Williams. If within forty-eight (48) months of the date of this Agreement, the FCC fails to consent to such assignment, then Cox, in its sole discretion at any time thereafter, may terminate this Agreement effective upon written notice to Williams. In such event, both parties shall be relieved of their further duties and obligations hereunder, except that (i) Cox shall promptly reimburse Williams for any reasonable expenses actually incurred by Williams as of the termination date in connection with this Agreement and not previously reimbursed by Cox and (ii)

(c) Williams acknowledges that Cox may not be able to receive FCC consent to the WBHJ Petition if Cox does not obtain the consent or approval of third parties. Cox's failure to obtain any such consents or approvals will not be deemed to be a breach of this Agreement.

5. Consideration and Reimbursement.

(a)

(b) Within three (3) business days following Williams' filing of the FM License Application as provided in Section 1(e) of this Agreement, Cox shall Williams affirms that the consideration it shall receive under Sections 5(a) and 5(b) of this Agreement is at least equal to the total costs associated with the implementation of the FM Relocation.

(c) Cox will pay or promptly reimburse Williams for the reasonable documented costs and expenses incurred in connection with Williams' preparation of this Agreement and any necessary applications and filings with the FCC, including legal fees, engineering fees, and FCC application filing fees up to in the aggregate. All payments to be made to Williams under the terms of this Agreement will be made to the address provided in Section 7 below.

(d) Except as otherwise provided in Section 4 and this Section 5, each party shall bear its own costs and expenses, including income taxes, transfer taxes, sales taxes, and any expenses incurred in the routine operation of such party's radio station (including salaries, commissions, rent, utilities, and related expenses), in connection with this Agreement and the transactions contemplated hereby.

6. Term and Termination.

(a) This Agreement shall commence on the date first written above and shall continue until such time as the parties hereto have discharged their respective obligations under this Agreement, unless this Agreement is earlier terminated pursuant to the terms of this Agreement.

(b) The following shall, after the expiration of the Cure Period, constitute Events of Default under this Agreement: (i) Cox's failure to timely pay the consideration provided for in Section 5 hereof; or (ii) Cox's or Williams' default in the observance or performance of any material covenant, condition, or agreement contained herein; or (iii) any representation or warranty herein made by either party, or in any application or other document furnished under this Agreement, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

(c) An Event of Default shall not be deemed to have occurred until ten (10) business days after the nondefaulting party has provided the defaulting party with written notice specifying the event or events that if not cured within ten (10) business days of such notice (the "Cure Period"), would constitute an Event of Default and specifying the actions necessary to cure within the Cure Period. The Cure Period may be extended for a reasonable period if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the nondefaulting party.

(d) In the event of the occurrence of an Event of Default, the nondefaulting party may terminate this Agreement upon written notice to the defaulting party. If Williams terminates this Agreement after an Event of Default and Cox is the defaulting party, Cox shall immediately pay to Williams all amounts accrued or payable to Williams up to the date of termination that have not been paid. If Cox terminates this Agreement after an Event of Default and Williams is the defaulting party, because of the unique nature of the FCC authorizations that are the subject matter of this Agreement, Cox may obtain specific performance as a remedy for Williams's breach of this Agreement in addition to all other appropriate legal or equitable remedies.

7. Notices.

All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by courier or sent by registered or certified mail, first class, postage prepaid, or by telex, cable, telegram, facsimile machine or similar written means of communication, addressed as follows:

(a) If to Cox:

Mr. Robert F. Neil
President and CEO
Cox Radio, Inc.
6205 Peachtree Dunwoody Road
Atlanta, Georgia 30328
(fax: 678/645-5295)

and

Mr. David DuBose
Vice President & General Manager
Cox Radio, Inc.
2301 First Avenue, North
Suite 102
Birmingham, AL 35203
(fax: 205/324-6329)

and

Mr. Richard F. Klumpp
Assistant Secretary
CXR Holdings, Inc.
3993 Howard Hughes Parkway
Las Vegas, Nevada 89109
(fax: 702/866-2244)

and

Kevin F. Reed, Esq.
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, DC 20036
(fax: 202/776-2222)

(b) If to Williams:

Williams Communications, Inc.
P.O. Box 788
Centre, AL 35983
(fax: 256/207-3428)

or such other address with respect to any party hereto as such party may from time to time notify (as provided above) to the other parties hereto. Any such notice, demand or communication shall be deemed to have been given (i) if so mailed, as of the close of the third (3rd) Business Day following the date mailed, and (ii) if personally delivered or otherwise sent as provided above, on the date received.

8. Miscellaneous.

(a) Except as and to the extent required by law, including without limitation, FCC rules and published policies, each party will keep confidential any information obtained from any other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all information obtained by

such party from the other party in connection with the transactions contemplated by this Agreement.

(b) This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior negotiations, agreements, understandings or arrangements between the parties with respect to the subject matter hereof.

(c) Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any person other than the parties hereto and their respective successors or assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(d) This Agreement and any rights hereunder shall not be assignable by any party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that (i) either party may, at its own expense and without the other party's prior written consent, assign this Agreement or any right hereunder, or any portion thereof, to any entity controlled by or under common control with such party; and (ii) Cox may assign this Agreement or any right hereunder at any time without the consent of Williams, but shall deliver written notice of such assignment to Williams, and provided that Cox shall not be relieved of its obligations hereunder in the event of a default by such assignee hereunder.

(e) This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Alabama (without regard to the conflict of laws provisions thereof).

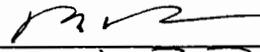
(f) No term or provision of this Agreement may be amended, waived, discharged or terminated orally but only by an instrument in writing signed by the party against whom the enforcement of such amendment, waiver, discharge or termination is sought. Any waiver shall be effective only in accordance with its express terms and conditions.

(g) This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

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

COX RADIO, INC.

By 
Name David R. Dusek
Title vice president

CXR HOLDINGS, INC.

By 
Richard F. Klumpp
Assistant Secretary

WILLIAMS COMMUNICATIONS, INC.

By _____
Name _____
Title _____

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

COX RADIO, INC.

By _____
Name _____
Title _____

CXR HOLDINGS, INC.

By _____
Richard F. Klumpp
Assistant Secretary

WILLIAMS COMMUNICATIONS, INC.

By Walter E. Williams, Jr.
Name WALTER E. WILLIAMS, JR.
Title PRESIDENT