

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this 11<sup>th</sup> day of February, by and between **SOUTHERN BROADCAST MEDIA ASSOCIATES, INC.**, a GEORGIA corporation ("Seller"), and **LOWCOUNTRY 34 MEDIA, LLC**, a South Carolina limited liability company ("Buyer") (each a "Party" and, collectively, the "Parties").

### INTRODUCTION

**WHEREAS**, Seller holds the broadcast licenses other authorizations issued by the Federal Communications Commission ("FCC") for low power television stations WPHJ-LP, Vidalia, GA (Facility Id. 8843) and WQIX-LD, Vidalia, GA (Facility Id. 126225) (collectively, the "Stations"); and

**WHEREAS**, Seller desires to sell and assign, and Buyer desires to acquire and assume, all of Seller's rights, title and interests in and to the Stations, subject to the prior approval of the FCC, under the specific terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

1. **Purchase and Sale.** Seller agrees to sell, transfer, assign and deliver to Buyer, and Buyer agrees to purchase and receive as assignee, all of Seller's right, title and interest in and to the Stations, including all FCC authorizations and call signs associated therewith, listed in Exhibit 1.1 hereto (collectively, the "Authorizations"), and all assets used and useful in connection with the Stations, listed in Exhibit 1.2 (collectively, the "Purchased Assets"). On the Closing Date, the Purchased Assets shall be delivered free and clear of all claims, liens, unsatisfied judgments, and encumbrances of whatever kind.

2. **Purchase Price and Other Consideration.** In consideration for the sale, assignment and conveyance to it of the Authorizations and Purchased Assets, Buyer shall pay to Seller **FORTY-FIVE** THOUSAND DOLLARS (\$45,000.00) (the "Purchase Price"), payable as follows:

(i) **First Advance:** coincident with the execution of this Agreement, Buyer shall pay to seller a nonrefundable portion of the Purchase Price in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) in immediately available funds (the "First Advance");

(ii) **Second Advance:** upon grant by the FCC of both the First Modification Applications (defined below), Buyer shall pay to Seller a nonrefundable portion of the Purchase Price in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) in immediately available funds (the "Second Advance");

(iii) Balance of Purchase Price: at Closing, Buyer shall pay to Seller the balance of the Purchase Price in immediately available funds.

3. FCC Application. The parties agree to proceed as expeditiously as possible, and in any event, no later than five (5) business days after the execution hereof, to prepare and file an application with the FCC for consent to the assignment of the Stations' Authorizations to Buyer (the "Application"). The parties further agree to prosecute the Application in good faith and with due diligence, and to respond promptly to any FCC request for further information or amendment promptly and fully in order to secure FCC consent of the Application. Seller shall be solely responsible for any FCC filing fees associated with the Application.

4. No Assumption of Liabilities. For the purposes of this Agreement, it is expressly understood and agreed that, on the Closing Date, Buyer shall not assume any liabilities of Seller of any kind, including but not limited to any programing, vendor, or real estate lease agreements.

5. Modification Applications. Seller and Buyer expressly agree to cooperate to expeditiously file and prosecute with the FCC such applications as Buyer shall deem necessary to permit the Stations to relocate operations to a tower located in Baxley, Georgia. It is expressly understood and agreed that accomplishing such relocations will require a minimum of two modification applications per Station, the first of which for each Station shall be known as the "First Modification Applications." Buyer shall be solely responsible for any filing fees associated with any such applications and for the costs of constructing and licensing facilities specified therein.

6. Seller's Warranties, Representations, and Covenants. Seller warrants, represents and covenants to Buyer now and as of the Closing Date as follows:

a. Seller is and will be the holder of the Authorizations, including subsequent modifications thereto as contemplated by this Agreement and which now are, and will after the Closing Date be, in full force and effect and unimpaired by any acts or omissions of Seller, Seller's employees or agents. The Authorizations constitute all federal authorizations necessary for the operation of the Station.

b. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia. Seller has the power and authority to execute, deliver and perform Seller's obligations arising under this Agreement.

c. Seller's compliance with the terms of this Agreement will not conflict with or result in a breach of any license, judgment, order, injunction, decree, law, regulation, rule or ruling of any arbitrator, court or other governmental authority to which Seller is subject, or result in a breach of any other agreement, lease, contract or other commitment to which Seller is subject. The Agreement constitutes the valid and binding obligation of Seller and is enforceable in accordance with its terms.



d. There is not now any litigation, whether judicial, administrative or otherwise, suit (at law or equity), arbitration, proceeding, governmental proceeding pending, or to the knowledge of the Seller threatened, against Seller or the Authorizations that relates to the Authorizations or which might affect the ability of Buyer to construct or operate the Station. Should Seller become aware of any such litigation or should Seller become aware that such litigation is threatened against Seller after the date of this Agreement, Seller will promptly and in no event later than five (5) days after becoming aware of it notify Buyer.

e. No statement made by Seller herein or in documents referenced herein contains any untrue statement of a material fact or omits a material fact necessary to make the statement not misleading.

f. Other than with Airwaves USA, Inc. (Michael Gravino), whose fees shall be the sole responsibility of Seller, Seller has made no agreement with any broker or finder in connection with the transaction contemplated hereunder, and no person has a valid claim to any commission or finder's fee by reason of any agreement with Seller in connection with this Agreement.

g. As of the Closing Date, Seller will have paid and discharged all taxes, assessments, excises and levies, for which Seller is obligated and which are then due and payable and which, if not paid, would interfere with Buyer's enjoyment of the assets conveyed hereunder.

h. Seller has good, valid and marketable title to all of the Purchased Assets and good, valid and marketable rights and interests in the Authorizations, and such title, rights and interests will be delivered free and clear of all liens on the Closing Date.

i. Seller will convey to Buyer the Purchased Assets listed in Exhibit 1.2 in "as is" condition of such Purchased Assets on the Closing Date and, except as expressly set forth in this Agreement, makes no representation or warranty whatsoever with regard to the condition of such Purchased Assets.

j. Seller shall not, by any act or omission, knowingly cause any of the representations and warranties set forth herein to become untrue or incorrect in any material respect, and Seller shall use commercially reasonable efforts to cause the conditions to Closing to be satisfied, and ensure that this Agreement shall be consummated as set forth herein.

7. **Buyer's Warranties, Representations and Covenants.** Buyer warrants, represents and covenants to Seller now and as of the Closing Date as follows:

a. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of South Carolina. Buyer has the power and authority to enter into and perform its obligations arising under this Agreement. The execution and delivery of this

Agreement will not conflict with or result in a breach of the articles of incorporation, bylaws, or similar organizational documents of Buyer. Buyer's compliance with the terms of this Agreement will not violate or conflict with or constitute a breach or default under any material agreement, mortgage, order, lease, contract or other instrument to which Buyer is a party or by which it is bound or affected. This Agreement constitutes the valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms.

b. To Buyer's knowledge, Buyer is legally, financially and otherwise qualified to acquire the Authorizations under the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder. Except for the consent of the FCC, no other consent of any kind not yet obtained is required for Buyer to make or carry out the terms of this Agreement.

c. There is not now any litigation, whether judicial, administrative or otherwise, suit (at law or equity), arbitration, proceeding, governmental proceeding pending, or to the knowledge of the Buyer threatened, against Buyer which might affect the ability of Buyer to construct or operate the Station. Should Buyer become aware of any such litigation or should Buyer become aware that such litigation is threatened against Buyer after the date of this Agreement, Buyer will promptly and in no event later than fifteen (15) days after becoming aware of it or ten (10) days before a response is due in the litigation, notify Seller.

d. Buyer has made no agreement with any broker or finder in connection with the transaction contemplated hereunder, and no person has a valid claim to any commission or finder's fee by reason of any agreement with Buyer in connection with this Agreement.

e. No statement made by Buyer herein or in documents referenced herein contains any untrue statement of a material fact or omits a material fact necessary to make the statement not misleading.

f. Buyer will not take any action or refrain from taking any action between the date of this Agreement and the closing which would render Buyer unqualified to hold the Authorizations.

g. Buyer shall not, by any act or omission, knowingly cause any of the representations and warranties set forth herein to become untrue or incorrect in any material respect, and Buyer shall use commercially reasonable efforts to cause the conditions to Closing to be satisfied, and ensure that this Agreement shall be consummated as set forth herein.

9. **Closing.** Closing of the transaction contemplated hereunder is conditioned upon the FCC having given its prior written consent to the Assignment Application (the "FCC Consent"). Closing shall be held on a date (the "Closing Date") not later than ten (10) business days after the FCC Consent issues.

10. **Conditions to Buyer's Performance.** The performance of the obligations of Buyer hereunder is subject to the satisfaction of the following conditions, unless waived in writing by Buyer:

a. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at the Closing Date as though made at and as of such time, and all of the obligations of Seller to be performed, including, but not limited to, the satisfaction of all liens, on or prior to the Closing Date pursuant to the terms of this Agreement shall have been duly performed.

b. No litigation, action, suit, judgment, investigation, proceeding or decision of any kind shall have been instituted, threatened, or released before any forum, court or governmental body, department or agency of any kind concerning the Seller or the Authorizations that might result in any material adverse change in the construction and operation of the Station.

c. The FCC Consent shall have issued without any conditions materially adverse to Seller or Buyer. The Authorizations shall be valid and in force and effect and permit construction and operation of the Station as specified on the Authorizations.

d. The Modification Applications shall have been granted by the FCC such that construction permits shall have been issued authorizing the Stations to operate from facilities in Baxley, GA.

e. Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 12.

11. **Conditions to Seller's Performance.** The performance of the obligations of Seller hereunder is subject to the satisfaction of the following conditions, unless waived in writing by Seller:

a. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at the Closing Date as though made at and as of such time, and all of the obligations of Buyer to be performed, on or prior to the closing pursuant to the terms of this Agreement shall have been duly performed, and Buyer shall have delivered to Seller a certificate, dated as of the Closing Date, signed by the Secretary of Buyer to that effect along with copies of resolution adopted by Buyer's shareholders and board of directors authorizing the transactions contemplated by the Agreement.

b. The FCC Consent shall have issued without any conditions materially adverse to Seller or Buyer.

c. All payments which are due and payable hereunder by Buyer shall have been made in accordance with the terms of this Agreement.

d. Buyer shall deliver to Seller on the Closing Date the documents required to be delivered pursuant to Section 13.

12. **Seller's Performance at Closing.** On the Closing Date, Seller will execute and deliver or cause to be delivered to Buyer:

a. An Assignment of Authorizations prepared by Buyer and delivered to Seller no less than five (5) days prior to Closing, together with such instruments of conveyance as Buyer may reasonably require to effectuate the assignment of the Authorizations to Buyer;

b. A resolution of Seller's Board of Directors and stockholders, certified by the Secretary of Seller, authorizing the execution, delivery and performance of this Agreement;

c. A certificate of Seller, dated as of the Closing Date, to the effect that neither the execution of this Agreement nor the consummation thereof has violated or will violate any contract or commitment to which Seller is subject, and that Seller is not in default with respect to its performance of any provision in this Agreement, and that all of the documents delivered at closing are valid and binding upon Seller in accordance with their terms;

d. A Bill of Sale in favor of Buyer which lists the Purchased Assets to be acquired by Buyer at Closing; and

e. Such other documents as Buyer shall reasonably request in order to place Buyer in actual possession and control of the Purchased Assets to be conveyed.

13. **Buyer's Performance at Closing.** On the Closing Date, Buyer will deliver or cause to be delivered to Seller:

a. The balance of the Purchase Price.

b. A certificate of Buyer, dated as of the Closing Date, to the effect that Buyer's performance under this Agreement has been duly authorized and all actions taken by Buyer at closing have been duly authorized as valid corporate actions, and that neither the execution of this Agreement nor the consummation thereof has violated or will violate any contract or commitment to which Buyer is subject, and that Buyer is not in default with respect to its performance of any provision in this Agreement, and that all of the obligations of Buyer to be performed, on or prior to the closing pursuant to the terms of this Agreement, shall have been duly performed, and that all of the documents delivered at closing are valid and binding upon Buyer in accordance with their terms; and

d. Such other documents as Seller shall reasonably request in order to consummate the transactions contemplated by this Agreement.

14. **Survival of Warranties.** All representations, warranties, and covenants made by the parties to this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement. They shall expire, except as provided to the contrary herein, one (1) year after the Closing Date. During that period, they shall remain in full force and effect regardless of any investigation made by either party and shall not be deemed merged into any document or instrument executed or delivered at closing.

15. **Indemnification.**

a. It is understood and agreed that Buyer does not assume and shall not be obligated to pay, any liabilities of the Seller, except as provided for in this Agreement, and Buyer shall not be obligated to perform any obligations of the Seller, of any kind or manner, except as provided herein. Seller agrees that it shall indemnify and hold Buyer harmless from and against any and all damages, claims, losses, expenses, costs, obligations, deficiencies, expenses and liabilities of every kind and description, contingent or otherwise, including, but not limited to liabilities for reasonable attorney's fees ("Loss and Expense"), suffered, directly or indirectly, by Buyer after the Closing Date by reason of, or arising out of, (i) any material breach of any representation or warranty made by Seller pursuant to this Agreement, (ii) any material failure by Seller to perform or fulfill any of its covenants or agreements set forth in this Agreement, (iii) any material failure by Seller to pay or discharge any liabilities which remain the responsibility of Seller under this Agreement, (iv) any litigation, proceeding, or claim by any third party relating to the Authorizations or to activities of Seller related to the Authorizations prior to the Closing.

b. Buyer agrees that it shall indemnify and hold Seller harmless from and against any and all Loss and Expense suffered, directly or indirectly, by Seller after the Closing by reason of, or arising out of, (i) any material breach of any representation or warranty made by Buyer pursuant to this Agreement, (ii) any material failure by Buyer to perform or fulfill any of its covenants or agreements set forth in this Agreement, (iii) any material failure by Buyer to pay or discharge any liabilities assumed pursuant to this Agreement, or (iv) any litigation, proceeding, or claim by any third party relating to the Authorizations or the business or operation of the Station, any transaction entered into by Buyer, or to construction or activities related to the Authorizations occurring after the Closing.

c. If either Seller or Buyer believes that any Loss and Expense has been suffered or incurred, such party shall notify the other promptly in writing and in any event within the applicable time period specified in Section 14, describing such Loss and Expense, the amount thereof, if known, and the method of computation of such Loss and Expense, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such Loss and Expense shall have occurred. If any action at law or suit in equity is instituted by a third party with respect to which any of the parties intends to claim any liability or expense as Loss and Expense under this Section, such party shall promptly notify the indemnifying party of such action or suit.

d. The indemnifying party shall have the right to conduct and control, through counsel of that party's own choosing, any third party claim, action, or suit, but the indemnified party may, at that latter party's election, participate in the defense of any such claim, action, or suit at that party's sole cost and expense: provided, that if the indemnifying party's shall fail to defend any such claim, action, or suit, then the indemnified party may defend, through counsel of that party's own choosing, such claim, action, or suit and settle such claim, action, or suit, and to recover from the indemnifying party the amount of such settlement or of any judgment and the costs and expenses of such defense: provided further, that the indemnifying party shall be given at least 15 days' prior notice of the terms of any proposed settlement thereof so that the indemnifying party may then undertake and/or resume the defense against the claim. The indemnifying party shall not compromise or settle any third party claim, action, or suit without the prior written consent of the indemnified party, which consent will not be unreasonably withheld or delayed.

e. Notwithstanding the foregoing, no claim or claims that in the aggregate do not equal or exceed Ten Thousand Dollars (\$10,000) (the "Threshold") shall be considered a Loss and Expense under this Section; provided, that once any claim or claims exceed the Threshold, the indemnified party shall be entitled to first dollar coverage. Further, the aggregate liability of either party with respect to any Loss and Expense shall not exceed the Purchase Price.

16. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. Neither party may assign its rights hereunder without the prior written consent of the other party, except that Buyer may assign its rights to an entity owned by or under common ownership with Buyer, provided, however that such assignment shall not release Buyer from its liabilities hereunder.

17. **Default.**

a. In the event of a material breach of its obligations and/or representations under the Agreement by Seller, Buyer shall have the option to either:

(i) Terminate the Agreement; or

(ii) Bring an action specifically to enforce the terms of this Agreement by decree, it being agreed by the parties that the assets to be assigned hereunder are unique and not readily available in the open market, and Seller hereby further agrees to waive any and all defenses against any such action for specific performance based on the ground that there is an adequate remedy for money damages available.

b. In the event of a material breach of any of its representations and obligations under the Agreement by Buyer, Seller shall have the right to terminate this Agreement.

c. In addition to the other grounds for termination specified in this Agreement, either party, at its respective option, may terminate this Agreement upon written notice to the other



party if the Application is at any time denied or designated for evidentiary hearing by the FCC, provided that the terminating party is not in material default or breach at the time of said termination and/or is not materially responsible for the occurrence of the denial or designation by the FCC.

18. **Termination.**

- a. In the event that the Agreement is terminated by Buyer due to a material default or breach of this Agreement by Seller as provided in Section 17(a) above, within thirty (30) days of presentment of receipts or paid invoices, Seller shall reimburse to Buyer for the Equipment Consideration.
- b.
- c. In the event that the Agreement is terminated by Seller due to a material default or breach of this Agreement by Buyer as provided in Section 17(b) above, Seller shall retain the First Advance and Second Advance, as applicable, as its sole liquidates damages

19. **No Negotiations or Agreements with Other Parties.** Until this Agreement is terminated or the transactions set forth herein are consummated, Seller shall not enter into any negotiation with any party or give any option or enter into any agreement with any party other than Buyer to sell, assign, transfer, give or dispose of any of the Authorizations nor negotiate for or enter into any new local marketing or time brokerage or joint sales agreement with any party other than Buyer.

20. **Joint Covenants.** Buyer and Seller jointly represent and covenant to each other as follows:

a. If any event should occur, either within or without the control of any party hereto, which would prevent fulfillment of the conditions upon the obligations of any party hereto to consummate the transactions contemplated by this Agreement, the parties hereto will use their reasonable best efforts to cure the event as expeditiously as possible.

b. The parties shall each keep confidential all information obtained by it with respect to the other in connection with this Agreement (except information independently learned or acquired by the party or otherwise made public by other sources). If the transactions contemplated hereby are not consummated for any reason, each shall return to the other, without retaining a copy thereof, any confidential schedules, documents or other written information obtained from the other in connection with this Agreement and the transactions contemplated hereby.

c. The parties shall cooperate fully with each other in taking any actions, including actions to obtain the required consent of any governmental instrumentality or any third party, necessary or helpful to accomplish the transactions contemplated by this Agreement. If the consent of any governmental instrumentality contains any condition, the party upon which such

condition is imposed shall use its best, diligent and good faith efforts to comply therewith before the Closing Date.

d. The parties shall each act and refrain from acting, as the case may be, so that each of their respective representations and warranties set forth herein shall be true on and as of the Closing Date, and each shall use its best efforts to ensure that the transactions contemplated hereby shall be consummated.

e. The parties shall cooperate and take such actions, and execute such other documents, at closing or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

f. The parties each covenant and agree to coordinate their efforts to comply with the FCC-imposed requirements for low power television broadcast stations displaced by the Incentive Auction including, without limitation, the submission of any necessary minor change applications and amendments (FCC Form 2100) and requests for reimbursement (FCC Form 2100, Schedule 399) (collectively, the "FCC Auction Submissions"). The parties each covenant and agree that any reimbursement funds received for the Stations shall be immediately directed to the party who incurred the reimbursable cost(s).

21. **Miscellaneous.**

a. All Exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein.

b. This Agreement shall be construed and enforced in accordance with the internal laws of the South Carolina without regard to conflict of laws provisions.

c. The headings of the sections of this Agreement are for convenience of reference only and do not form a part hereof or in any way modify, interpret, or construe the intent of the parties.

d. This Agreement, together with the Exhibits hereto, contain all of the terms agreed to between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether oral or written, with respect to the conveyance of assets hereunder. The Agreement may not be amended or modified in any manner except by written document executed by the party against whom enforcement of such amendment or modification is sought.

e. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

f. If any lawsuit is instituted to enforce any party's rights under this agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorney fees.

g. All notices or other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or on the next business day after delivery to a courier service which guarantees next business day delivery or Five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or at such other address for a party as shall be specified by like notice):

(i) If to the Seller to:

BILL GARLEA  
P.O. BOX 1031  
JESUP, GA 31598  
Attention: BILL GARLEA

*for*

With a copy (which shall not constitute notice) to:

BILL GARLEA  
130 SW BROAD ST.  
JESUP, GA 31545  
Attention: VIRGINIA GARLEA

*for*

(ii) If to the Buyer:

Lowcountry 34 Media, LLC  
1 Tuxedo Drive  
Beaufort, SC 29907  
Attention: Jeffrey Winemiller

With a copy (which shall not constitute notice) to:

Fletcher, Heald & Hildreth, PLC  
1300 North 17<sup>th</sup> Street, Suite 1100  
Arlington, VA 22209  
Attention: Davina Sashkin, Esq.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE TO FOLLOW}



SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

**Seller:**

  
**SOUTHERN BROADCAST MEDIA  
ASSOCIATES, INC.**

By: 

**Bill Garlen  
President**  


**Buyer:**

**LOWCOUNTRY 34 MEDIA, LLC**

By: \_\_\_\_\_  
Jeffrey Winemiller  
Manager



**EXHIBIT 1.1**

**AUTHORIZATIONS**

<b>Call Sign</b>	<b>Facility ID</b>	<b>Community</b>	<b>License and CP</b>
WPHJ-LP	8843	Vidalia, GA	License File No. BLDTL-20140228ABE CP File No. 0000054747 Digital Ch. 15 (expires 07/13/21 )
WQIX-LD	126225	Vidalia, GA	License File No. BLDTL-20100413AIP (expires 12/1/20)

EXHIBIT 1.2

PURCHASED ASSETS

Site surveys, records and files

Equipment: *No Equipment, License purchase only*  
*BN*

*ATTACHED: FCC CONSTRUCTION PERMIT for  
NOTIFICATION T-MOBILE for  
LETTER - T-MOBILE for*

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

**Seller:**

*for*  
**SOUTHERN BROADCAST MEDIA  
ASSOCIATES, INC.**

By: 

**Bill Garlen  
President**  
*for*

**Buyer:**

**LOWCOUNTRY 34 MEDIA, LLC**

By: 

**Jeffrey Winemiller  
Manager**

# Federal Communications Commission

## LOW POWER TELEVISION BROADCAST STATION CONSTRUCTION PERMIT

**Licensee/Permittee**

SOUTHERN MEDIA ASSOCIATES, INC.  
192 W. PINE ST.  
JESUP, GA, 31545

<b>Call Sign</b>	<b>File Number</b>
WPHJ-LD	0000054747

Facility ID: 8843

NTSC TSID:

Digital TSID:

This Permit Modifies License File No.: BLTTL-199502061C

<b>Grant Date</b> 08/22/2018		<b>Expiration Date</b> 07/13/2021
<b>Hours of Operation</b> Unlimited		
<b>Station Location</b> City VIDALIA State GA	<b>Frequency (MHz)</b> 476.0 - 482.0	<b>Station Channel</b> 15

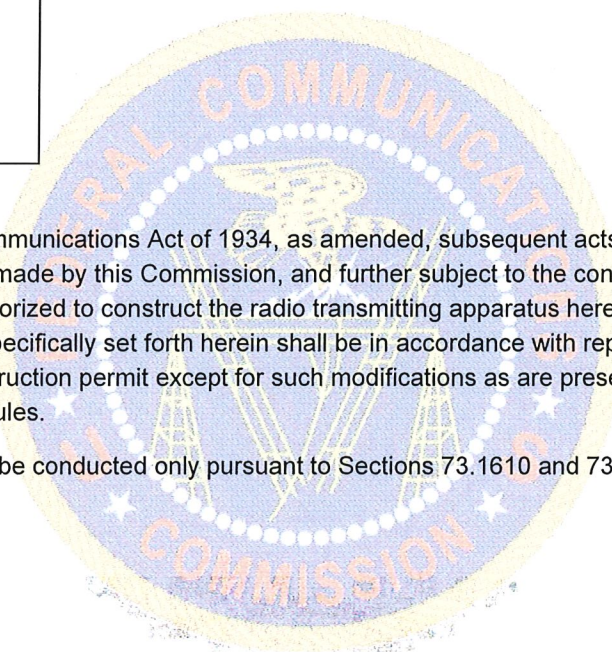
<b>Antenna Structure Registration Number</b> 1065956	
<b>Transmitter</b> Type Accepted. See Sections 74.750 of the Commission's Rules.	<b>Transmitter Output Power(kW)</b> As required to achieve authorized ERP.
<b>Antenna Coordinates</b> Latitude 32-12-30.0 N Longitude 82-29-48.0 W	<b>Antenna Type</b> Directional
<b>Description of Antenna</b> Make SCA Model 4DR-16-2HW	<b>Major Lobe Directions</b> 82.0 188.0
<b>Antenna Beam Tilt (Degrees Electrical)</b> Not Applicable	<b>Antenna Beam Tilt (Degrees Mechanical @ Degrees Azimuth)</b> Not Applicable

<b>Maximum Effective Radiated Power (Average)</b> 12 kW 10.79 DBK	
<b>Height of Radiated Center Above Ground (Meters)</b> 112	<b>Height of Radiated Center Above Mean Sea Level (Meters)</b> 208.0
<b>Out-Of-Channel Emission Mask</b> Full Service	<b>Overall Height of Antenna Structure Above Ground (Meters)</b> See the registration for this antenna structure.

<b>Waivers/Special Conditions</b>          
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Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.







VIA MAIL

10/29/2018

SOUTHERN MEDIA ASSOCIATES, INC.  
192 W Pine St  
JESUP, GA 31545

RE: Cessation of Broadcast Operations

Dear WPHJ-LP/ Facility ID 8843:

Pursuant to 47 C.F.R. §73.3700(g)(4), T-Mobile USA, Inc. ("T-Mobile") provided you with at least 120 days' advance notice that our engineering team will be commencing operations on its 600MHz spectrum in your broadcast area on 9/21/2018.

As a reminder, an interference analysis was performed, as specified by the Federal Communications Commissions' ("FCC") Inter-service Interference procedures<sup>1</sup>, using publicly available information in the FCC's Licensing and Management System ("LMS") for low power TV stations in the areas of T-Mobile's deployment in the 600MHz band. This analysis predicts the field strength at T-Mobile's base station and user equipment locations in the market. The FCC has set the thresholds at which the predicted field strength from low power TV and translator stations creates a sufficient interference risk to wireless facilities. T-Mobile determined that your station exceeded those thresholds and is an interference risk to its wireless operations. As such, T-Mobile issued your station at least 120 days' advanced notice as required by FCC regulations.

At this time, we are beyond the commencement of operations date that was communicated to your station. If you have exited the 600MHz band please notify T-Mobile by sending an email to [spectrumclearing@T-Mobile.com](mailto:spectrumclearing@T-Mobile.com) and file the appropriate documentation with the FCC. If you are still operating on your pre-auction channel please cease operations immediately and notify T-Mobile when you have vacated the new mobile band. Failure to cease operations on your pre-auction channel may force T-Mobile to escalate this matter to the FCC enforcement bureau.

Sincerely,

/s/ Mark Bishop

Sr. Manager, Spectrum Engineering, T-Mobile USA, Inc.

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<sup>1</sup> See 30 FCC Rcd 12049, 12071, para. 49 (2015)



**VIA CERTIFIED MAIL & EMAIL**

May 10, 2018  
SOUTHERN MEDIA ASSOCIATES, INC.  
192 W Pine St  
Jesup, GA 31545-1340

RE: Notification of Intent to Begin 600MHz Operations

Dear WPHJ-LP Contact/ Facility ID: 8843

T-Mobile USA, Inc. (T-Mobile) is notifying you that T-Mobile is preparing to commence operations on its 600MHz spectrum in the Partial Economic Area (PEA) #241 by 9/21/2018 and your station is likely to cause harmful interference to T-Mobiles operations.

To determine if your station(s) is likely to cause interference, an interference analysis has been performed, as specified by the Federal Communications Commissions (FCC) Inter-service Interference procedures<sup>1</sup>, using publicly available information in the FCCs Licensing and Management System (LMS) for your facility. This analysis predicts field strength at T-Mobiles base station and user equipment locations in the PEA #241 market from your facility. The FCC has set the thresholds at which the predicted field strength from low power TV and translator stations creates a sufficient interference risk to wireless facilities. T-Mobile has determined that your facility exceeds those thresholds and is an interference risk to its wireless operations.

T-Mobile will commence its operations in the PEA #241 market on 9/21/2018. This letter provides the 120 days advance notification required by FCC regulations, 47 CFR §73.3700(g)(4). The FCC regulations also require you to cease operations or eliminate the potential for harmful interference to T-Mobiles wireless facilities in the PEA #241 market.

The FCC will work with you to attempt find a new television channel outside of the new 600 MHz mobile band that will not interfere with T-Mobiles network. You should review the FCCs Tools Available to LPTV/Translator Station Public Notice (enclosed) released on June 14, 2017 and contact Hossein Hashemzadeh, Melvin Collins, or Barbara Kreisman at the FCC for more information about the options available in your area.<sup>2</sup>

Please email [SpectrumClearing@T-Mobile.com](mailto:SpectrumClearing@T-Mobile.com) once you have determined when you will eliminate the interference. If you would like additional information regarding our findings or if it might be possible to coordinate our operations, please submit a request to Dan Wilson, Sr. Manager, Spectrum Engineering, at [SpectrumClearing@T-Mobile.com](mailto:SpectrumClearing@T-Mobile.com).

Sincerely,  
/s/ Mark Bishop  
Sr Manager, Engineering Development, T-Mobile USA, Inc.

<sup>1</sup>See 30 FCC Rcd 12049, 12071, para. 49 (2015)

<sup>2</sup>See [www.fcc.gov/document/latf-mb-set-forth-tools-available-lptvtranslator-stations](http://www.fcc.gov/document/latf-mb-set-forth-tools-available-lptvtranslator-stations)