

SCHEDULE 1.1(a)

Authorizations

WJES-FM (Facility ID 17765)

1. Modified License granted February 25, 1999 (File Number BMLH-19981120KD), renewed, November 24, 2003, for a term ending November 30, 2011 (File Number BRH-20030728AKN).
2. Construction Permit granted February 19, 2002 (File Number BPH-20011018 AFW). (Not the "Irmo Permit" (to be modified by Irmo Application).
3. Antenna Structure Registration No. 1232365 (For tower specified in BPH-20011018AFW).

Note: The Station also has equipment for a studio-transmitter link ("STL") between the Saluda studio and the Station's transmitter site. Because the bulk of the Station's programming constitutes rebroadcast of the programming of Station WKSX-FM, less than 720 hours per year originates from the Saluda studio. Accordingly, pursuant to Section 74.24 of the FCC's rules, Seller does not require a license for the STL equipment in question.

If more than 720 hours of programming per year were to originate from the Saluda studio, an STL license would be required.

SCHEDULE 1.1(b)

TANGIBLE PERSONAL PROPERTY

INVENTORY LIST FOR WJES-FM TRANSMITTER SITE

1-BELAR FM MONITOR	Serial # 103779
1-BELAR FM STEREO MONITOR	Serial # 203571
1-INOVONICS FM RECEIVER MODEL # 630	Serial # 035
1-SINE SYSTEM RF-8	Serial # 4060
1-MARTI CR-10 SUB-CARRIER RECEIVER	Serial # 1867
1-MARTI SCG-10 SUB-CARRIER GENERATOR	Serial # 797
1-QEI FM EXCITER	
1-RCA FM TRANSMITTER 5KW MODEL 8TF 5E2	Serial #BC58945
1-NITROGEN TANK W/REGULATOR	
1-ERI ROTOTILLER MODEL 3-BAY CIRCULARLY POLARIZED FM ANTENNA	
1-APPROXIMATELY 400 FEET 1 5/8 " COAX ANTENNA CABLE	
1-STL RECEIVE DISH AND COAX CABLE	
1-FM RECEIVING ANTENNA FOR INOVONICS RECEIVER AND COAX	
1-RECEIVING ANTENNA FOR MARTI RPU AND COAX	
1-EQUIPMENT RACK	
VARIOUS SPARE TRANSMITTER PARTS	

INVENTORY LIST FOR WJES-FM STUDIO

1-COLLINS 8-CHANNEL STEREO CONTROL BOARD
1-OPTIMOD PROCESSOR
1-TFT EAS RECEIVER
1-STL TRANSMITTER
1-STL TRANSMIT DISH W/ COAX
1-SYMETRIX 101 TELEPHONE INTERFACE

SCHEDULE 1.1(c)

CONTRACTS

Contracts Being Assumed by Purchaser

Saluda Studio Lease – Oral, month-to-month agreement at \$200.00 per month. Purchaser shall be permitted to terminate this agreement at any time.

Contracts Not Being Assumed by Purchaser

Gamecock Network Agreement by and between Learfield Communications, Inc. and ESRC dated June 6, 2003.

Affiliation Agreement by and between Westwood One Radio Networks (“Westwood”) and ESRC dated August 19, 1996. Purchaser agrees to pay to Sellers at Closing one-half of the out-of-pocket costs, if any, incurred by Sellers and due to Westwood in connection with the termination of this agreement at or prior to Closing; provided, however, in no event shall Purchaser’s obligation exceed the product of \$75 multiplied by the number of whole months between the Closing Date and October 31, 2006.

The Station also carries programming of the South Carolina News Network, including Sportstalk Network programming, pursuant to an Affiliation Agreement between the Network and WKSX-FM, WJES(AM) and WJES-FM. The Sellers do not intend to assign this Affiliation Agreement to Purchaser. But, if requested to do so, Sellers will assist Purchaser in securing its own Affiliation Agreement with the South Carolina News Network.

SCHEDULE 1.1(d)

INTANGIBLES AND INTELLECTUAL PROPERTY

None other than the Station's goodwill.

SCHEDULE 1.1(e)

TRANSMITTER SITE FACILITIES

FM Tower Galvanized 24" face, 385 feet, Guyed

Transmitter Building

All the above are located on the parcel of real property described in the attached deed.

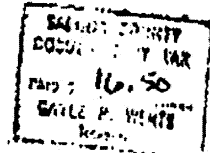
001692

BOOK 347

PAGE 200

STATE OF SOUTH CAROLINA)
 COUNTY OF SALUDA)

FILED
 CLERK OF COURT
 SALUDA CO. S.C.
 DEED
 96 JUL -1 PM 1:27



KNOW ALL MEN BY THESE PRESENTS, That **DURST BROADCASTING COMPANY, INC.**

(hereinafter called "Grantor"), for and in consideration of the sum of

FIFTEEN THOUSAND AND NO/100

(\$15,000.00)

DOLLARS

to the Grantor in hand paid at and before the sealing of the presents, by **EDGEFIELD-SALUDA RADIO COMPANY, INC.**

OF **d/o Mike Casey, P. O. Drawer I, Johnston, SC 29832**

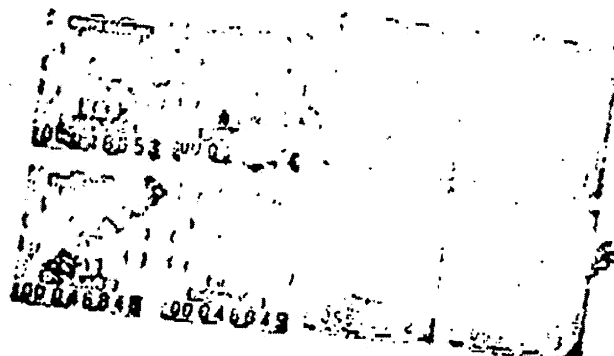
(hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the Grantee, his heirs, successors and assigns:

ALL that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in Saluda School District #1 in the County of Saluda, State of South Carolina, containing Three (3.0) acres, more or less, as shown on that plat by George S. Todd, R.L.S., dated July 3, 1986, and recorded in the Office of the Clerk of Court for Saluda County in Deed Book 118 at Page 66. Said tract is triangular in shape and is bounded generally in accordance with said plat on the NORTH by lands, now or formerly, of Rufus Mitchell, et al; on the EAST by right-of-way of a Saluda County unpaved road; and on the WEST by lands of Alfred Coleman.

This being the identical property conveyed to Durst Broadcasting Company, Inc. by deed of Alfred B. Coleman dated August 11, 1986, and recorded in the Office of the Clerk of Court for Saluda County in Deed Book 118 at Page 62.

Said tract is also shown in the Office of the Auditor and Tax Assessor for Saluda County on TAX MAP #81 (X)-00-070.

Said conveyance also includes One (1) 1981 Summ. Mobile Home, Model #H1684, Dec. No. 2360.



This conveyance is made subject to easements and restrictions of record and otherwise affecting the property. **TOGETHER** with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and Assigns, forever.

And the Grantor does hereby bind himself and his heirs, to warrant and defend all and singular the premises unto the Grantee, His Heirs, Successors, and Assigns against himself and his heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

BOOK 347 PAGE 201

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF. The Grantor has hereunto set his hand and seal.

DATE June 28, 1996

Signed, Sealed and Delivered
in the presence of:

DURST BROADCASTING COMPANY, INC.

BY: V. K. Durst (Seal)
BY: Samuel H. Durst Its President (Seal)
Its Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me The Undersigned Witness, who, being duly sworn, deposes and states that (s)he saw the within-named Grantor sign, seal and as his act and deed, deliver the within-written Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this

28th day of June, 1996

[Signature] (OFF SEAL)
Notary Public for South Carolina
My Commission Expires: 9-21-99

GRANTEES ADDRESS:

EDGEFIELD-SALUDA RADIO COMPANY, INC.

c/o Mike Cawley

P. O. Drawer 1

Johnston, South Carolina 29832

Deed
1:27 PM
7-1-96
was here: fully entered upon the
Deed Book 347 Page 201
Doris B. Holmes
Saluda County Clerk of Court & REC

Recorded in Assessor's Office

Book 2 Page 711

[Signature]
Auditor for
Saluda, S. C.

This document prepared by:

John F. Byrd, Jr.
Attorney at Law
P. O. Box 466
Edgefield, South Carolina 29824
803 637-3103

PAID
JUL 1 - 1996
SALUDA COUNTY TREASURER
TREASURY

JOHN F. BYRD, JR.
ATTORNEY AT LAW
PO BOX 466
EDGEFIELD, SC 29824

SCHEDULE 1.1(h)

SELLER'S OTHER CLAIMS

None.

SCHEDULE 1.4 (a)

DIVISION OF PURCHASE PRICE BETWEEN SELLERS

Breckenridge:	\$4,550,000.00
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ESRC	\$ 150,000.00
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SCHEDULE 3.6

IRMO PERMIT FACILITIES

Federal Communications Commission Washington, D.C. 20554 FCC 301	Approved by OMB 3060-0027 (June 2002) FOR FCC USE ONLY
APPLICATION FOR CONSTRUCTION PERMIT FOR COMMERCIAL BROADCAST STATION Read INSTRUCTIONS Before Filling Out Form	FOR COMMISSION USE ONLY FILE NO. BPH - 20040602AAR

Section I - General Information

1. Legal Name of the Applicant BRECKENRIDGE COMMUNICATIONS, LLC								
Mailing Address POST OFFICE DRAWER I								
<table border="1"> <tr> <td>City JOHNSTON</td> <td>State or Country (if foreign address) SC</td> <td>ZIP Code 29832 -</td> </tr> </table>	City JOHNSTON	State or Country (if foreign address) SC	ZIP Code 29832 -					
City JOHNSTON	State or Country (if foreign address) SC	ZIP Code 29832 -						
Telephone Number (include area code) 8032754444								
E-Mail Address (if available)								
<table border="1"> <tr> <td>FCC Registration Number: 0004972915</td> <td>Call Sign WJES-FM</td> <td>Facility ID Number 17765</td> </tr> </table>	FCC Registration Number: 0004972915	Call Sign WJES-FM	Facility ID Number 17765					
FCC Registration Number: 0004972915	Call Sign WJES-FM	Facility ID Number 17765						
2. Contact Representative (if other than Applicant) MATTHEW H. MCCORMICK, ESQ.								
<table border="1"> <tr> <td>Telephone Number (include area code) 2026595700</td> <td>Firm or Company Name REDDY BEGLEY & MCCORMICK, LLP</td> </tr> <tr> <td></td> <td>E-Mail Address (if available) MHM@RBMFCCLAW.COM</td> </tr> </table>	Telephone Number (include area code) 2026595700	Firm or Company Name REDDY BEGLEY & MCCORMICK, LLP		E-Mail Address (if available) MHM@RBMFCCLAW.COM				
Telephone Number (include area code) 2026595700	Firm or Company Name REDDY BEGLEY & MCCORMICK, LLP							
	E-Mail Address (if available) MHM@RBMFCCLAW.COM							
3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114):								
<input type="radio"/> Governmental Entity <input type="radio"/> Other								
4. Application Purpose <table border="0"> <tr> <td><input type="radio"/> New station</td> <td><input type="radio"/> Major Modification of construction permit</td> </tr> <tr> <td><input type="radio"/> Major Change in licensed facility</td> <td><input type="radio"/> Minor Modification of construction permit</td> </tr> <tr> <td><input checked="" type="radio"/> Minor Change in licensed facility</td> <td><input type="radio"/> Major Amendment to pending application</td> </tr> <tr> <td></td> <td><input type="radio"/> Minor Amendment to pending application</td> </tr> </table> (a) File number of original construction permit: - <input type="checkbox"/> NA (b) Service Type: <input type="radio"/> AM <input checked="" type="radio"/> FM <input type="radio"/> TV <input type="radio"/> DTV (c) Community of License: City: IRMO State: SC (d) Facility Type <input checked="" type="radio"/> Main <input type="radio"/> Auxiliary If an amendment, submit as an Exhibit a listing by Section and Question Number the portions of the pending application that are being revised. [Exhibit 1]	<input type="radio"/> New station	<input type="radio"/> Major Modification of construction permit	<input type="radio"/> Major Change in licensed facility	<input type="radio"/> Minor Modification of construction permit	<input checked="" type="radio"/> Minor Change in licensed facility	<input type="radio"/> Major Amendment to pending application		<input type="radio"/> Minor Amendment to pending application
<input type="radio"/> New station	<input type="radio"/> Major Modification of construction permit							
<input type="radio"/> Major Change in licensed facility	<input type="radio"/> Minor Modification of construction permit							
<input checked="" type="radio"/> Minor Change in licensed facility	<input type="radio"/> Major Amendment to pending application							
	<input type="radio"/> Minor Amendment to pending application							

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section II - Legal

1. Certification. Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant further certifies that where it has	<input checked="" type="radio"/> Yes <input type="radio"/> No
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	made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	
2.	<p>Parties to the Application.</p> <p>a. List the applicant, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the applicant, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>(1) Name and address of the applicant and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.</p> <p>[Enter Parties/Owners Information]</p> </div> <div style="width: 48%;"> <p>(2) Citizenship.</p> <p>(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's equity/debt plus standard, etc.</p> <p>(4) Percentage of votes.</p> <p>(5) Percentage of total assets (equity plus debt).</p> </div> </div> <p>b. Applicant certifies that equity and financial interests not set forth above are non-attributable.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 2]</p>
3.	<p>Other Authorizations. List call signs, locations, and facility identifiers of all other broadcast stations in which applicant or any party to the application has an attributable interest.</p>	<p><input type="checkbox"/> N/A [Exhibit 3]</p>
4.	<p>Multiple Ownership.</p> <p>a. Applicant certifies that the proposed facility:</p> <ol style="list-style-type: none"> 1. complies with the Commission's multiple and cross-ownership rules; 2. does not present an issue under the Commission's policies relating to media interests of immediate family members; 3. complies with the Commission's policies relating to future ownership interests; and 4. complies with the Commission's restrictions relating to the insulation and non-participation of non-party investors and creditors. <p>b. Radio Applicants Only. If the grant of the application would result in certain principal community service contour overlaps, see Local Radio Ownership Worksheet, Question 1, applicant certifies that all relevant information has been placed in public inspection file(s) and submitted to the Commission.</p>	<p><input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 4]</p> <p><input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 5]</p>
5.	<p>Character Issues. Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with:</p> <ol style="list-style-type: none"> a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or b. any pending broadcast application in which character issues have been raised. 	<p><input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]</p>
6.	<p>Adverse Findings. Applicant certifies that, with respect to the applicant and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.</p>	<p><input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]</p>
7.	<p>Alien Ownership and Control. Applicant certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.</p>	<p><input type="radio"/> Yes <input type="radio"/> No See Explanation in</p>

		[Exhibit 8]
8.	Program Service Certification. Applicant certifies that it is cognizant of and will comply with its obligations as a commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	<input type="radio"/> Yes <input type="radio"/> No
9.	Local Public Notice. Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input type="radio"/> Yes <input type="radio"/> No
10.	Auction Authorization. If the application is being submitted to obtain a construction permit for which the applicant was the winning bidder in an auction, then the applicant certifies, pursuant to 47 C.F.R. Section 73.5005(a), that it has attached an exhibit containing the information required by 47 C.F.R. Sections 1.2107(d), 1.2110(i), 1.2112(a) and 1.2112(b), if applicable. An exhibit is required unless this question is inapplicable.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A [Exhibit 9]
11.	Anti-Drug Abuse Act Certification. Applicant certifies that neither applicant nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing MICHAEL C. CASEY	Typed or Printed Title of Person Signing MEMBER
Signature	Date 06/02/2004

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Section III-B - FM Engineering	
TECHNICAL SPECIFICATIONS	
Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.	
TECH BOX	
1.	Channel Number: 221
2.	Class (select one): <input type="radio"/> A <input type="radio"/> B1 <input type="radio"/> B <input checked="" type="radio"/> C3 <input type="radio"/> C2 <input type="radio"/> C1 <input type="radio"/> C0 <input type="radio"/> C <input type="radio"/> D
3.	Antenna Location Coordinates: (NAD 27) Latitude: Degrees 34 Minutes 4 Seconds 55 <input checked="" type="radio"/> North <input type="radio"/> South Longitude: Degrees 81 Minutes 7 Seconds 36 <input checked="" type="radio"/> West <input type="radio"/> East
4.	One Step Proposal Allotment Coordinates: (NAD 27) <input checked="" type="checkbox"/> Not Applicable Latitude: Degrees Minutes Seconds <input type="radio"/> North <input type="radio"/> South

Longitude: Degrees Minutes Seconds <input type="radio"/> West <input type="radio"/> East											
5.	Antenna Structure Registration Number: 1237394 <input type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA										
6.	Overall Tower Height Above Ground Level:										136.8meters
7.	Height of Radiation Center Above Mean Sea Level:										218.2 meters(H) 218.2 meters(V)
8.	Height of Radiation Center Above Ground Level:										115.8meters(H) 115.8meters(V)
9.	Height of Radiation Center Above Average Terrain:										130.3meters(H) 130.3meters(V)
10.	Effective Radiated Power:										15 kW(H) 15 kW(V)
11.	Maximum Effective Radiated Power: <input checked="" type="checkbox"/> Not Applicable (Beam-Tilt Antenna ONLY)										kW(H) kW(V)
12.	Directional Antenna Relative Field Values: <input type="checkbox"/> Not applicable (Nondirectional) Rotation (Degrees): <input checked="" type="checkbox"/> No Rotation										

Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value
0	1	10	1	20	1	30	1	40	1	50	1
60	1	70	0.89	80	0.75	90	0.65	100	0.6	110	0.6
120	0.65	130	0.75	140	0.89	150	1	160	1	170	1
180	1	190	1	200	1	210	1	220	1	230	1
240	1	250	1	260	1	270	1	280	1	290	1
300	1	310	1	320	1	330	1	340	1	350	1
Additional Azimuths	45	1	135	0.82	225	1	275	1	315	1	

Relative Field Polar Plot

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

CERTIFICATION

AUXILIARY ANTENNA APPLICANTS ARE NOT REQUIRED TO RESPOND TO ITEMS 13-16. PROCEED TO ITEM 17.

13.	Allotment. The proposed facility complies with the allotment requirements of 47 C.F.R. Section 73.203.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 21]
14.	Community Coverage. The proposed facility complies with 47 C.F.R. Section 73.315.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 22]
15.	Main Studio Location. The proposed main studio location complies with 47 C.F.R. Section 73.1125.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 23]
16.	Interference. The proposed facility complies with all of the following applicable rule sections: Check all those that apply: Separation Requirements. <input checked="" type="checkbox"/> a) 47 C.F.R. Section 73.207	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 24]

Grandfathered Short-Spaced.

☐ b) 47 C.F.R. Section 73.213(a) with respect to station(s): [Exhibit 25]

Exhibit required

☐ c) 47 C.F.R. Section 73.213(b) with respect to station(s): [Exhibit 26]

Exhibit required

☐ d) 47 C.F.R. Section 73.213(c) with respect to station(s): [Exhibit 27]

Exhibit required.

Contour Protection

☒ e) 47 C.F.R. Section 73.215 with respect to station(s): [Exhibit 28]

Exhibit required.

17. **Environmental Protection Act.** The proposed facility is excluded from environmental processing under 47. C.F.R. Section 1.1306 (i.e., The facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Appendix A, an **Exhibit is required.**

By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.

☒ Yes ☐ No

See Explanation in
[Exhibit 29]

PREPARERS CERTIFICATION ON PAGE 3 MUST BE COMPLETED AND SIGNED.

SECTION III - PREPARER'S CERTIFICATION

I certify that I have prepared Section III (Engineering Data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name JEFFERSON G. BROCK		Relationship to Applicant (e.g., Consulting Engineer) TECHNICAL CONSULTANT	
Signature		Date 06/02/2004	
Mailing Address GRAHAM BROCK, INC. P.O. BOX 24466			
City ST. SIMONS ISLAND	State or Country (if foreign address) GA		Zip Code 31522 -7466
Telephone Number (include area code) 9126388028		E-Mail Address (if available) JEFF@GRAHAMBROCK.COM	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

Exhibit 21

Description: ALLOTMENT

SEE ATTACHED TECHNICAL STATEMENT

Attachment 21

Description
Technical Statement

Exhibit 28

Description: CONTOUR PROTECTION - 73.215

SEE ATTACHED EXHIBIT A

Attachment 28

Description
Exhibit A

MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

TECHNICAL STATEMENT

This Technical Statement and attached exhibits were prepared on behalf of Breckenridge Communications, LLC ("BC"), licensee of WJES-FM, Channel 221A, Saluda, South Carolina. In MB Docket #03-08, the community of license of WJES-FM was changed to Irmo, South Carolina, and the station upgraded to Channel 221C3. This instant application proposes to implement the change in community of license. BC also herein proposes to make minor changes in the facilities of WJES-FM by relocating to a new site, increasing the antenna height above average terrain and antenna height above mean sea level and increasing the effective radiated power of the station.

BC is proposing to locate the antenna system for WJES-FM on an existing tower. As such, the Federal Aviation Administration was not appraised of this proposal. The tower on which the WJES-FM antenna is to be mounted has been registered with the FCC and assigned Antenna Structure Registration number 1237394. At the site proposed in this application, Channel 221C3 does not meet the Commission's minimum distance separation requirements to two other FM facilities. As such, processing pursuant to §73.215 is requested. Exhibit A is a demonstration that this proposal complies with §73.215 of the rules. All other necessary documentation used to certify the technical portion of FCC Form 301 has been forwarded to BC and is available to the Commission upon request.

MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

EXHIBIT A

The WJES-FM proposed antenna location will be shortspaced to two licensed transmitter sites: WMYB, Channel 221C1, Myrtle Beach, South Carolina, and WBHC-FM, Channel 221A, Hampton, South Carolina. The detailed spacing information is shown on Exhibit A1. BC proposes to use the provisions of §73.215 of the Commission's rules to address these shortspaced situations. The provisions of §73.215 will be met using a directional FM antenna system. The shortages to WMYB and WBHC-FM comply with §73.215(e) of the Commission's rules.

Exhibit A2 specifically demonstrates that there will be no prohibited overlap between the proposed WJES-FM and either WMYB or WBHC-FM. The contours of WBHC-FM are based on 6.0 kilowatts effective radiated power at a height above average terrain (HAAT) of 100.0 meters. The contours of WMYB are based on its licensed facilities, since WMYB was authorized pursuant to §73.215 of the rules. Attached as Exhibits A3 through A6 are the tabulated distances to the protected and interfering contours, along the pertinent arcs, of the proposed WJES-FM and WMYB and WBHC-FM. Further, attached as Exhibit A7 are the tabulated and protected contours of the proposed facility, in ten degree increments. Again, there is no prohibited overlap between the facilities.

MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

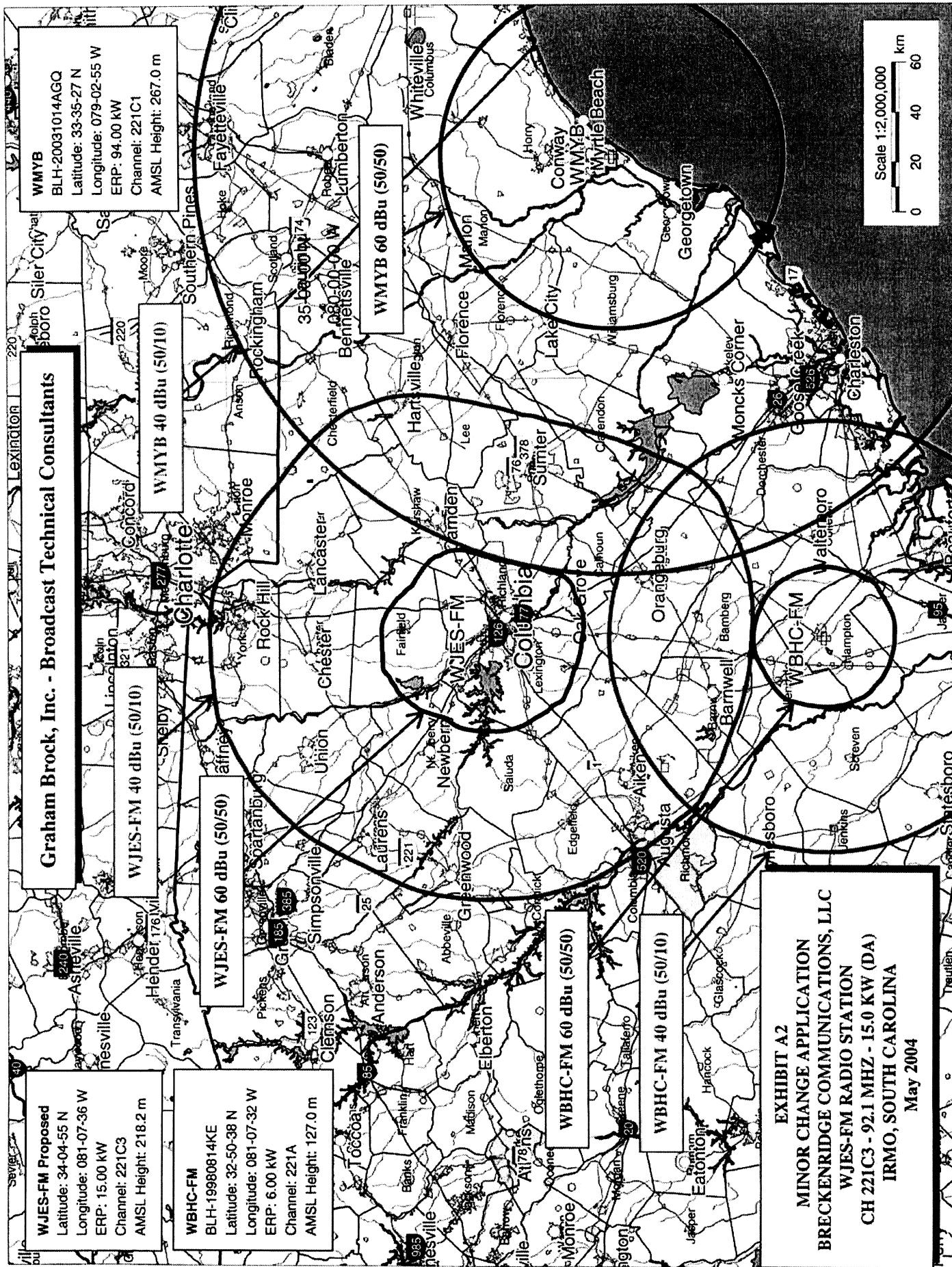
EXHIBIT A1

Clearance study for WJES-FM Irmo, Florida
Using proposed site as reference

REFERENCE	CLASS = C3	DISPLAY DATES
34 04 55 N		DATA 05-21-04
81 07 36 W	Current Spacings	SEARCH 05-27-04
----- Channel 221 - 92.1 MHz -----		

Call	Channel	Location	Ant	Dist	Azi	FCC	Margin
	N. Lat.	W. Lng.		Power	HAAT		
<hr/>							
AOPEN	ALL 221C3	Irmo		SC 11.22	312.4	153.0	-141.78
	34 09 00	81 13 00		25.000 kW	100 M		
Reserved for WJES-FM per MB Docket #03-08							
WJESFM	CP 221A	Saluda		SC 49.89	264.7	142.0	-92.11
	34 02 23	81 39 53	CX	6.000 kW	100 M		
	Breckenridge Communications			BPH-20011018AFW			
WJESFM	LIC 221A	Saluda		SC 60.77	266.5	142.0	-81.23
	34 02 48	81 47 01	CN	3.000 kW	100 M		
	Breckenridge Communications			BMLH-19981120KD			
* WMYB	LIC-N 221C1	Myrtle Beach		SC 199.91	105.3	211.0	-11.09
	33 35 27	79 02 55	NCX	94.000 kW	263 M		
	NM Licensing, LLC			BLH-20031014AGQ			
* WBHCFM	LIC 221A	Hampton		SC 137.31	180.0	142.0	-4.69
	32 50 38	81 07 32	CN	6.000 kW	100 M		
	Hampton County Broadcasters			BLH-19980814KE			
WRCM	LIC-D 220C3	Wingate		NC 116.20	20.9	99.0	17.20
	35 03 33	80 40 14	DCN	10.000 kW	157 M		
	Columbia Bible College			BLED-19930602KA			
WSGCFM	LIC 221A	Elberton		GA 165.77	268.5	142.0	23.77
	34 01 45	82 55 16	CN	3.000 kW	91 M		
	Radio Elberton, Inc.			BLH-6027			
WPEHFM	LIC 221A	Louisville		GA 166.93	225.0	142.0	24.93
	33 00 48	82 23 33	CN	3.000 kW	91 M		
	Peach Broadcasting Co., Inc.			BLH-7862			
WAEG	LIC 222A	Evans		GA 115.86	242.1	89.0	26.86
	33 35 25	82 13 52	CN	3.000 kW	100 M		
	Radio One Of Augusta, LLC			BLED-19911213KC			
WPUBFM	LIC 274A	Camden		SC 44.24	68.7	12.0	32.24
	34 13 31	80 40 44	CN	6.000 kW	91 M		
	Kershaw Radio Corporation			BMLH-19971010KE			
WKSXFM	LIC 224A	Johnston		SC 75.71	241.5	42.0	33.71
	33 45 19	81 50 44	CN	1.800 kW	176 M		
	Edgefield-Saluda Radio Co.			BLH-19920529KB			

* Note: This shortage is addressed under §73.215 of the rules, see Exhibit A.



WJES-FM Proposed
Latitude: 34-04-55 N
Longitude: 081-07-36 W
ERP: 15.00 kW
Channel: 221C3
AMSL Height: 218.2 m

WBHC-FM
BLH-19980814KE
Latitude: 32-50-38 N
Longitude: 081-07-32 W
ERP: 6.00 kW
Channel: 221A
AMSL Height: 127.0 m

Graham Brock, Inc. - Broadcast Technical Consultants

WJES-FM 40 dBu (50/10)

WJES-FM 60 dBu (50/50)

WMYB 40 dBu (50/10)

WMYB 60 dBu (50/50)

WBHC-FM 60 dBu (50/50)

WBHC-FM 40 dBu (50/10)

EXHIBIT A2
MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

Scale 1:2,000,000
0 20 40 60 km

MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

EXHIBIT A3

WJES-FM - Proposed
Channel = 221C3
Max ERP = 15 kW
RCAMSL = 218.2 M
N. Lat = 34 04 55
W. Lng = 81 07 36

WMYB - BLH-20031014AGQ
Channel = 221C1
Max ERP = 94 kW
RCAMSL = 267 M
N. Lat = 33 35 27
W. Lng = 79 02 55

Protected
60 dBu

Interfering
40 dBu

30 Second terrain database

Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Actual (dBu)
075.0	010.0860	0137.2	036.8	292.8	094.0000	0264.4	169.3	39.6
076.0	009.7445	0138.2	036.6	292.6	094.0000	0264.4	169.0	39.7
077.0	009.4090	0139.1	036.5	292.4	094.0000	0264.5	168.8	39.7
078.0	009.0793	0139.8	036.3	292.1	094.0000	0264.5	168.6	39.7
079.0	008.7554	0140.1	036.0	291.9	094.0000	0264.5	168.5	39.8
080.0	008.4375	0139.7	035.6	291.7	094.0000	0264.5	168.5	39.8
081.0	008.2140	0139.0	035.3	291.4	094.0000	0264.6	168.4	39.8
082.0	007.9935	0138.4	035.1	291.2	094.0000	0264.6	168.4	39.8
083.0	007.7760	0138.1	034.8	291.0	094.0000	0264.6	168.3	39.8
084.0	007.5615	0137.9	034.6	290.8	094.0000	0264.6	168.3	39.8
085.0	007.3500	0137.9	034.3	290.5	094.0000	0264.6	168.2	39.8
086.0	007.1415	0138.1	034.1	290.3	094.0000	0264.7	168.2	39.8
087.0	006.9360	0138.4	033.9	290.1	094.0000	0264.7	168.1	39.8
088.0	006.7335	0138.7	033.7	289.9	094.0000	0264.7	168.1	39.8
089.0	006.5340	0139.2	033.5	289.7	094.0000	0264.7	168.1	39.8
090.0	006.3375	0139.3	033.3	289.5	094.0000	0264.7	168.1	39.8
091.0	006.2404	0139.3	033.2	289.3	094.0000	0264.7	168.1	39.8
092.0	006.1440	0139.4	033.1	289.1	094.0000	0264.7	168.0	39.8
093.0	006.0484	0139.4	032.9	288.9	094.0000	0264.7	168.0	39.9
094.0	005.9535	0139.2	032.8	288.7	094.0000	0264.7	168.0	39.9
095.0	005.8594	0139.0	032.6	288.5	094.0000	0264.6	168.0	39.8
096.0	005.7660	0138.9	032.5	288.3	094.0000	0264.6	168.0	39.8
097.0	005.6734	0138.8	032.4	288.1	094.0000	0264.6	168.0	39.8
098.0	005.5815	0138.7	032.2	287.9	094.0000	0264.6	168.1	39.8
099.0	005.4904	0138.6	032.1	287.7	094.0000	0264.6	168.2	39.8
100.0	005.4000	0138.7	032.0	287.5	094.0000	0264.5	168.2	39.8
101.0	005.4000	0139.5	032.0	287.3	094.0000	0264.5	168.1	39.8
102.0	005.4000	0140.6	032.2	287.1	094.0000	0264.5	167.9	39.9
103.0	005.4000	0141.7	032.3	286.9	094.0000	0264.5	167.7	39.9
104.0	005.4000	0142.0	032.3	286.7	094.0000	0264.5	167.7	39.9
105.0	005.4000	0141.2	032.2	286.5	094.0000	0264.5	167.8	39.9
106.0	005.4000	0140.5	032.2	286.3	094.0000	0264.4	167.8	39.9
107.0	005.4000	0140.1	032.1	286.1	094.0000	0264.4	167.9	39.9
108.0	005.4000	0140.7	032.2	285.9	094.0000	0264.4	167.9	39.9
109.0	005.4000	0141.9	032.3	285.7	094.0000	0264.4	167.8	39.9
110.0	005.4000	0143.0	032.4	285.5	094.0000	0264.4	167.7	39.9
111.0	005.4904	0143.8	032.7	285.3	094.0000	0264.3	167.5	39.9
112.0	005.5815	0144.0	032.8	285.1	094.0000	0264.3	167.4	39.9
113.0	005.6734	0143.7	032.9	284.9	094.0000	0264.3	167.4	39.9

MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

EXHIBIT A3 (continued)

WJES-FM - Proposed
Channel = 221C3
Max ERP = 15 kW
RCAMSL = 218.2 M
N. Lat = 34 04 55
W. Lng = 81 07 36

WMYB - BLH-20031014AGQ
Channel = 221C1
Max ERP = 94 kW
RCAMSL = 267 M
N. Lat = 33 35 27
W. Lng = 79 02 55

Protected
60 dBu

Interfering
40 dBu

30 Second terrain database

Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Actual (dBu)
114.0	005.7660	0143.0	033.0	284.7	094.0000	0264.3	167.5	39.9
115.0	005.8594	0142.4	033.0	284.5	094.0000	0264.3	167.5	39.9
116.0	005.9535	0142.3	033.1	284.3	094.0000	0264.3	167.5	39.9
117.0	006.0484	0142.9	033.3	284.1	094.0000	0264.3	167.5	39.9
118.0	006.1440	0143.9	033.6	283.9	094.0000	0264.3	167.4	39.9
119.0	006.2404	0144.7	033.8	283.7	094.0000	0264.3	167.3	40.0
120.0	006.3375	0145.1	034.0	283.5	094.0000	0264.3	167.4	39.9
121.0	006.5340	0145.3	034.2	283.3	094.0000	0264.3	167.3	40.0
122.0	006.7335	0145.5	034.5	283.0	094.0000	0264.3	167.2	40.0
123.0	006.9360	0145.7	034.8	282.8	094.0000	0264.3	167.2	40.0
124.0	007.1415	0145.7	035.0	282.6	094.0000	0264.3	167.2	40.0
125.0	007.3500	0145.7	035.2	282.4	094.0000	0264.2	167.2	40.0
126.0	007.5615	0145.7	035.5	282.1	094.0000	0264.2	167.3	40.0
127.0	007.7760	0145.9	035.7	281.9	094.0000	0264.2	167.3	40.0
128.0	007.9935	0146.4	036.0	281.7	094.0000	0264.2	167.4	39.9
129.0	008.2140	0146.8	036.3	281.4	094.0000	0264.2	167.4	39.9
130.0	008.4375	0147.1	036.5	281.2	094.0000	0264.2	167.5	39.9
131.0	008.7554	0147.0	036.8	281.0	094.0000	0264.2	167.6	39.9
132.0	009.0793	0146.4	037.0	280.7	094.0000	0264.2	167.7	39.9
133.0	009.4090	0145.7	037.2	280.5	094.0000	0264.2	167.9	39.9
134.0	009.7445	0145.5	037.5	280.3	094.0000	0264.2	168.1	39.8
135.0	010.0860	0146.2	037.9	280.0	094.0000	0264.2	168.1	39.8

MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

EXHIBIT A4

WMYB - BLH-20031014AGQ
Channel = 221C1
Max ERP = 94 kW
RCAMSL = 267 M
N. Lat = 33 35 27
W. Lng = 79 02 55

WJES-FM - Proposed
Channel = 221C3
Max ERP = 15 kW
RCAMSL = 218.2 M
N. Lat = 34 04 55
W. Lng = 81 07 36

Protected
60 dBu

Interfering
40 dBu

30 Second terrain database

Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Actual (dBu)
265.0	094.0000	0264.5	068.8	115.8	005.9308	0142.3	137.8	30.5
266.0	094.0000	0264.5	068.8	115.3	005.8902	0142.4	137.2	30.6
267.0	094.0000	0264.3	068.8	114.9	005.8487	0142.4	136.6	30.7
268.0	094.0000	0264.2	068.8	114.4	005.8067	0143.0	136.1	30.8
269.0	094.0000	0264.0	068.8	114.0	005.7641	0143.0	135.5	30.9
270.0	094.0000	0263.9	068.8	113.5	005.7210	0143.0	135.0	30.9
271.0	094.0000	0263.8	068.8	113.0	005.6776	0143.7	134.6	31.0
272.0	094.0000	0263.8	068.8	112.6	005.6338	0143.7	134.1	31.1
273.0	094.0000	0263.9	068.8	112.1	005.5896	0144.0	133.7	31.1
274.0	094.0000	0263.9	068.8	111.6	005.5451	0144.0	133.3	31.2
275.0	094.0000	0264.0	068.8	111.1	005.5002	0143.8	132.9	31.2
276.0	094.0000	0264.1	068.8	110.6	005.4550	0143.8	132.6	31.2
277.0	094.0000	0264.1	068.8	110.1	005.4095	0143.0	132.3	31.2
278.0	094.0000	0264.2	068.8	109.6	005.4000	0143.0	132.0	31.3
279.0	094.0000	0264.2	068.8	109.1	005.4000	0141.9	131.7	31.3
280.0	094.0000	0264.2	068.8	108.6	005.4000	0141.9	131.5	31.3
281.0	094.0000	0264.2	068.8	108.0	005.4000	0140.7	131.3	31.3
282.0	094.0000	0264.2	068.8	107.5	005.4000	0140.7	131.2	31.4
283.0	094.0000	0264.3	068.8	107.0	005.4000	0140.1	131.1	31.4
284.0	094.0000	0264.3	068.8	106.5	005.4000	0140.5	131.0	31.4
285.0	094.0000	0264.3	068.8	106.0	005.4000	0140.5	130.9	31.4
286.0	094.0000	0264.4	068.8	105.4	005.4000	0141.2	130.9	31.4
287.0	094.0000	0264.5	068.8	104.9	005.4000	0141.2	130.9	31.4
288.0	094.0000	0264.6	068.8	104.4	005.4000	0142.0	130.9	31.5
289.0	094.0000	0264.7	068.9	103.8	005.4000	0142.0	131.0	31.4
290.0	094.0000	0264.7	068.9	103.3	005.4000	0141.7	131.1	31.4
291.0	094.0000	0264.6	068.8	102.8	005.4000	0141.7	131.3	31.4
292.0	094.0000	0264.5	068.8	102.3	005.4000	0140.6	131.4	31.3
293.0	094.0000	0264.4	068.8	101.8	005.4000	0140.6	131.6	31.3
294.0	094.0000	0264.4	068.8	101.2	005.4000	0139.5	131.9	31.2
295.0	094.0000	0264.4	068.8	100.7	005.4000	0139.5	132.1	31.1
296.0	094.0000	0264.4	068.8	100.2	005.4000	0138.7	132.4	31.1
297.0	094.0000	0264.5	068.8	099.7	005.4248	0138.7	132.8	31.0
298.0	094.0000	0264.7	068.9	099.2	005.4699	0138.6	133.1	31.0
299.0	094.0000	0265.1	068.9	098.7	005.5148	0138.6	133.4	31.0
300.0	094.0000	0265.4	068.9	098.2	005.5595	0138.7	133.8	30.9
301.0	094.0000	0265.7	068.9	097.8	005.6038	0138.7	134.2	30.9
302.0	094.0000	0265.9	069.0	097.3	005.6475	0138.8	134.7	30.8
303.0	094.0000	0266.0	069.0	096.8	005.6905	0138.8	135.2	30.8
304.0	094.0000	0265.9	069.0	096.4	005.7329	0138.9	135.7	30.7
305.0	094.0000	0265.7	068.9	095.9	005.7746	0138.9	136.3	30.6

MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

EXHIBIT A5

WJES-FM - Proposed
Channel = 221C3
Max ERP = 15 kW
RCAMSL = 218.2 M
N. Lat = 34 04 55
W. Lng = 81 07 36

WBHC-FM - BLH-19980814KE
Channel = 221A
Max ERP = 6 kW
RCAMSL = 127 M
N. Lat = 32 50 38
W. Lng = 81 07 32

Protected
60 dBu

Interfering
40 dBu

30 Second terrain database

Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Actual (dBu)
160.0	015.0000	0149.2	041.5	008.1	006.0000	0098.3	099.3	36.7
161.0	015.0000	0149.6	041.6	007.7	006.0000	0098.3	098.9	36.8
162.0	015.0000	0149.6	041.6	007.4	006.0000	0098.3	098.6	36.8
163.0	015.0000	0149.3	041.5	007.0	006.0000	0098.3	098.3	36.9
164.0	015.0000	0149.2	041.5	006.6	006.0000	0098.3	098.1	37.0
165.0	015.0000	0149.3	041.5	006.2	006.0000	0098.3	097.8	37.0
166.0	015.0000	0149.4	041.5	005.8	006.0000	0098.3	097.5	37.1
167.0	015.0000	0149.1	041.5	005.4	006.0000	0098.1	097.3	37.1
168.0	015.0000	0148.4	041.4	005.0	006.0000	0098.1	097.2	37.2
169.0	015.0000	0147.6	041.3	004.6	006.0000	0098.1	097.1	37.2
170.0	015.0000	0146.7	041.2	004.1	006.0000	0098.0	097.0	37.2
171.0	015.0000	0146.0	041.1	003.7	006.0000	0098.0	096.9	37.2
172.0	015.0000	0145.4	041.0	003.3	006.0000	0097.9	096.8	37.2
173.0	015.0000	0144.6	040.9	002.9	006.0000	0097.9	096.8	37.3
174.0	015.0000	0143.8	040.8	002.4	006.0000	0098.2	096.8	37.3
175.0	015.0000	0142.8	040.7	002.0	006.0000	0098.2	096.8	37.3
176.0	015.0000	0141.5	040.6	001.6	006.0000	0098.2	096.9	37.2
177.0	015.0000	0140.0	040.4	001.2	006.0000	0098.4	097.0	37.2
178.0	015.0000	0138.7	040.2	000.8	006.0000	0098.4	097.1	37.2
179.0	015.0000	0137.7	040.1	000.3	006.0000	0098.6	097.2	37.2
180.0	015.0000	0137.1	040.0	359.9	006.0000	0098.6	097.3	37.2
181.0	015.0000	0136.6	039.9	359.5	006.0000	0098.6	097.4	37.1
182.0	015.0000	0136.2	039.9	359.1	006.0000	0098.3	097.5	37.1
183.0	015.0000	0135.7	039.8	358.7	006.0000	0098.3	097.6	37.1
184.0	015.0000	0135.6	039.8	358.3	006.0000	0098.0	097.6	37.1
185.0	015.0000	0135.4	039.8	357.9	006.0000	0098.0	097.7	37.0
186.0	015.0000	0135.0	039.7	357.5	006.0000	0098.0	097.9	37.0
187.0	015.0000	0134.9	039.7	357.1	006.0000	0097.8	098.0	37.0
188.0	015.0000	0134.5	039.7	356.7	006.0000	0097.8	098.2	36.9
189.0	015.0000	0134.0	039.6	356.4	006.0000	0098.0	098.4	36.9
190.0	015.0000	0133.3	039.5	356.0	006.0000	0098.0	098.6	36.8
191.0	015.0000	0132.9	039.5	355.6	006.0000	0098.0	098.9	36.8
192.0	015.0000	0132.7	039.4	355.2	006.0000	0098.1	099.1	36.7
193.0	015.0000	0132.3	039.4	354.9	006.0000	0098.1	099.3	36.7
194.0	015.0000	0131.8	039.3	354.5	006.0000	0098.1	099.6	36.6
195.0	015.0000	0131.5	039.3	354.2	006.0000	0098.1	099.9	36.5
196.0	015.0000	0131.2	039.3	353.8	006.0000	0098.1	100.2	36.5
197.0	015.0000	0130.3	039.1	353.5	006.0000	0097.9	100.5	36.4
198.0	015.0000	0129.1	039.0	353.2	006.0000	0097.9	101.0	36.3
199.0	015.0000	0128.2	038.9	352.8	006.0000	0097.9	101.3	36.2
200.0	015.0000	0128.0	038.9	352.5	006.0000	0097.9	101.7	36.1

MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

EXHIBIT A6

WBHC-FM - BLH-19980814KE
Channel = 221A
Max ERP = 6 kW
RCAMSL = 127 M
N. Lat = 32 50 38
W. Lng = 81 07 32

WJES-FM - Proposed
Channel = 221C3
Max ERP = 15 kW
RCAMSL = 218.2 M
N. Lat = 34 04 55
W. Lng = 81 07 36

Protected
60 dBu

Interfering
40 dBu

30 Second terrain database

Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Azimuth (degrees)	ERP (kW)	HAAT (m)	Dist (km)	Actual (dBu)
345.0	006.0000	0096.6	027.8	183.7	015.0000	0135.6	110.7	39.5
346.0	006.0000	0097.1	027.9	183.5	015.0000	0135.7	110.4	39.5
347.0	006.0000	0097.5	028.0	183.2	015.0000	0135.7	110.2	39.6
348.0	006.0000	0097.8	028.0	183.0	015.0000	0135.7	110.1	39.6
349.0	006.0000	0097.9	028.0	182.7	015.0000	0135.7	109.9	39.6
350.0	006.0000	0097.9	028.0	182.5	015.0000	0136.2	109.8	39.7
351.0	006.0000	0097.9	028.0	182.2	015.0000	0136.2	109.7	39.7
352.0	006.0000	0097.9	028.0	182.0	015.0000	0136.2	109.6	39.7
353.0	006.0000	0097.9	028.0	181.7	015.0000	0136.2	109.6	39.7
354.0	006.0000	0098.1	028.0	181.5	015.0000	0136.6	109.5	39.8
355.0	006.0000	0098.1	028.0	181.2	015.0000	0136.6	109.4	39.8
356.0	006.0000	0098.0	028.0	181.0	015.0000	0136.6	109.4	39.8
357.0	006.0000	0097.8	028.0	180.7	015.0000	0136.6	109.4	39.8
358.0	006.0000	0098.0	028.0	180.5	015.0000	0137.1	109.3	39.8
359.0	006.0000	0098.3	028.1	180.2	015.0000	0137.1	109.3	39.8
000.0	006.0000	0098.6	028.1	179.9	015.0000	0137.1	109.2	39.8
001.0	006.0000	0098.4	028.1	179.7	015.0000	0137.1	109.2	39.8
002.0	006.0000	0098.2	028.0	179.4	015.0000	0137.7	109.3	39.8
003.0	006.0000	0097.9	028.0	179.2	015.0000	0137.7	109.3	39.8
004.0	006.0000	0098.0	028.0	178.9	015.0000	0137.7	109.4	39.8
005.0	006.0000	0098.1	028.0	178.7	015.0000	0137.7	109.4	39.8
006.0	006.0000	0098.3	028.1	178.4	015.0000	0138.7	109.4	39.8
007.0	006.0000	0098.3	028.1	178.2	015.0000	0138.7	109.5	39.8
008.0	006.0000	0098.3	028.1	177.9	015.0000	0138.7	109.6	39.8
009.0	006.0000	0098.3	028.1	177.7	015.0000	0138.7	109.7	39.8
010.0	006.0000	0098.2	028.1	177.4	015.0000	0140.0	109.8	39.8
011.0	006.0000	0098.3	028.1	177.2	015.0000	0140.0	109.9	39.8
012.0	006.0000	0098.3	028.1	176.9	015.0000	0140.0	110.0	39.8
013.0	006.0000	0098.2	028.1	176.7	015.0000	0140.0	110.2	39.7
014.0	006.0000	0098.0	028.0	176.4	015.0000	0141.5	110.3	39.8
015.0	006.0000	0097.7	028.0	176.2	015.0000	0141.5	110.5	39.7
016.0	006.0000	0097.6	028.0	175.9	015.0000	0141.5	110.7	39.7
017.0	006.0000	0097.7	028.0	175.7	015.0000	0141.5	110.9	39.7
018.0	006.0000	0097.9	028.0	175.5	015.0000	0142.8	111.0	39.7
019.0	006.0000	0097.9	028.0	175.2	015.0000	0142.8	111.2	39.6
020.0	006.0000	0097.9	028.0	175.0	015.0000	0142.8	111.4	39.6
021.0	006.0000	0097.9	028.0	174.8	015.0000	0142.8	111.6	39.5
022.0	006.0000	0097.9	028.0	174.6	015.0000	0142.8	111.8	39.5
023.0	006.0000	0097.9	028.0	174.3	015.0000	0143.8	112.1	39.5
024.0	006.0000	0098.0	028.0	174.1	015.0000	0143.8	112.3	39.4
025.0	006.0000	0098.2	028.0	173.9	015.0000	0143.8	112.5	39.4

MINOR CHANGE APPLICATION
BRECKENRIDGE COMMUNICATIONS, LLC
WJES-FM RADIO STATION
CH 221C3 - 92.1 MHZ - 15.0 KW (DA)
IRMO, SOUTH CAROLINA
May 2004

EXHIBIT A7

Predicted contours:

N. Lat. = 34 04 55 - Tabulated Protected and Interfering Contour Data
W. Lng. = 81 07 36 - WJES-FM Radio Station - Irmo, South Carolina

HAAT and Distance to Contour - FCC Method - 30 Arc Second terrain database
Azi. HAAT ERP kW dBk Field 60-F5 40-F1 54-F1 100-F1

000	142.9	15.0000	11.76	1.000	40.72	109.39	60.86	4.16
010	143.0	15.0000	11.76	1.000	40.74	109.41	60.89	4.17
020	127.5	15.0000	11.76	1.000	38.81	106.93	58.55	3.95
030	110.7	15.0000	11.76	1.000	36.67	104.25	56.00	3.72
040	104.7	15.0000	11.76	1.000	35.79	103.27	54.99	3.62
050	114.1	15.0000	11.76	1.000	37.14	104.79	56.54	3.77
060	120.6	15.0000	11.76	1.000	37.98	105.84	57.54	3.86
070	132.6	11.8815	10.75	0.890	37.55	103.23	56.59	3.76
080	139.7	8.4375	9.26	0.750	35.65	98.30	53.72	3.47
090	139.3	6.3375	8.02	0.650	33.30	93.62	50.45	3.18
100	138.7	5.4000	7.32	0.600	31.96	91.06	48.59	3.02
110	143.0	5.4000	7.32	0.600	32.44	91.67	49.17	3.06
120	145.1	6.3375	8.02	0.650	33.97	94.45	51.24	3.24
130	147.1	8.4375	9.26	0.750	36.52	99.36	54.74	3.56
140	155.6	11.8815	10.75	0.890	40.35	106.72	59.93	4.06
150	152.1	15.0000	11.76	1.000	41.87	110.86	62.26	4.30
160	149.2	15.0000	11.76	1.000	41.52	110.40	61.83	4.26
170	146.7	15.0000	11.76	1.000	41.21	110.01	61.45	4.22
180	137.1	15.0000	11.76	1.000	40.00	108.46	59.99	4.08
190	133.3	15.0000	11.76	1.000	39.52	107.86	59.42	4.02
200	128.0	15.0000	11.76	1.000	38.87	107.01	58.62	3.95
210	134.8	15.0000	11.76	1.000	39.71	108.10	59.65	4.05
220	136.5	15.0000	11.76	1.000	39.92	108.36	59.89	4.07
230	127.4	15.0000	11.76	1.000	38.80	106.92	58.54	3.94
240	122.7	15.0000	11.76	1.000	38.23	106.18	57.85	3.88
250	122.9	15.0000	11.76	1.000	38.25	106.20	57.87	3.89
260	119.0	15.0000	11.76	1.000	37.78	105.59	57.30	3.84
270	115.0	15.0000	11.76	1.000	37.27	104.95	56.69	3.78
280	113.6	15.0000	11.76	1.000	37.08	104.72	56.47	3.76
290	108.1	15.0000	11.76	1.000	36.30	103.84	55.58	3.67
300	105.8	15.0000	11.76	1.000	35.96	103.46	55.19	3.64
310	120.3	15.0000	11.76	1.000	37.94	105.80	57.50	3.85
320	130.7	15.0000	11.76	1.000	39.20	107.44	59.03	3.99
330	139.6	15.0000	11.76	1.000	40.32	108.87	60.37	4.12
340	148.4	15.0000	11.76	1.000	41.41	110.27	61.70	4.24
350	144.5	15.0000	11.76	1.000	40.93	109.65	61.11	4.19

AMSL= 218.2 M

SCHEDULE 3.9

ENCUMBRANCES

The Assets are subject to the security interests in favor of Durst Broadcasting Company, Inc. ("DBCI"), delivered in connection with the purchase of the Station. The amount due DBCI is less than \$140,000 and will be paid in full and all security interests released as of the Closing of the sale of the Station to Buyer.

Further, Seller is the maker of an unsecured Promissory Note to Edgefield-Saluda Radio Company, Inc. ("ESRC"), of which Michael C. Casey is the sole stockholder. As of Closing, Seller's note to ESRC will be paid in full.

SCHEDULE 3.11(a)

LITIGATION

None.

SCHEDULE 3.11(b)

LABOR ISSUES

None.

SCHEDULE 3.13

CONSENTS REGARDING ASSUMED CONTRACTS

None.

SCHEDULE 3.15

EXCEPTIONS REGARDING CONDITION OF ASSETS

None.

SCHEDULE 3.17

CONSENTS

None.

SCHEDULE 3.18

EMPLOYEES

None.

SCHEDULE 3.24

ENVIRONMENTAL MATTERS

None.

SCHEDULE 3.25

AFFILIATE ARRANGEMENTS

None other than those specifically identified in the Agreement (*i.e.*, (a) the Time Brokerage Agreement between Breckenridge and ESRC under which ESRC uses substantially all of WJES-FM's airtime, which agreement is to be cancelled at Closing and (b) the Lease Agreement between Breckenridge and ESRC regarding the WJES-FM tower site facilities, which Lease Agreement is to be terminated at Closing pursuant to Section 6.1(i) of the Agreement.

EXHIBIT A

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), dated as of July 1, 2004, is made by and among Breckenridge Communications, LLC, a South Carolina limited liability company, and Edgefield-Saluda Radio Company, Inc., a South Carolina corporation (collectively, "Seller"), Double O Radio Corporation, a Delaware corporation ("Purchaser"), and Olshan Grundman Frome Rosenzweig & Wolosky LLP, a New York limited liability partnership (the "Escrow Agent"). Unless otherwise defined, capitalized terms used herein shall have the meaning assigned to them in the Asset Purchase Agreement (as defined below).

Preliminary Statement

WHEREAS, Purchaser and Seller have entered into that certain Asset Purchase Agreement, of even date herewith;

WHEREAS, Section 1.4(b) of the Asset Purchase Agreement provides for Purchaser to deposit Two Hundred Twenty Five Thousand Dollars (\$225,000) (the "Escrow Property") with the Escrow Agent contemporaneously with the execution thereof, such amount to be held by the Escrow Agent subject to the terms and conditions of this Agreement and the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. Establishment of Escrow Accounts. Purchaser and Seller hereby authorize the Escrow Agent to establish an escrow account (the "Escrow Account") to hold the Escrow Property. Purchaser has delivered to the Escrow Agent the Escrow Property upon execution of this Escrow Agreement. The Escrow Property shall be held, administered and disposed of by the Escrow Agent in accordance with the terms and conditions hereinafter set forth.

Section 2. Investment of Escrow Amount Fund; Distribution of Interest.

(a) The Escrow Agent shall act as custodian of the Escrow Property and shall from time to time invest and reinvest the Escrow Property and other proceeds in any commercial bank Money Market Deposit Account. No other type of investment is permitted.

(b) The Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to release the Escrow Property pursuant to Section 3. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property in accordance with this Escrow Agreement.

(c) Any interest or other income received on such investment and reinvestment of the Escrow Property shall become part of the Escrow Property.

Section 3. Release of the Escrow Property.

(a) As used herein, the following terms shall have the following meanings:

(i) “Award Notice” shall mean a true copy of a final, non-appealable order of a court or other tribunal in any dispute over a Notice of Claim resolved by litigation or binding arbitration.

(ii) “Notice of Claim” shall mean a claim or claims by Purchaser or Seller, as the case may be, that it is entitled to the Escrow Property pursuant to the terms of the Asset Purchase Agreement.

(iii) “Notice of Release” shall mean a written declaration, executed by Seller and Purchaser, specifying the resolution of a dispute with regard to a Notice of Claim and the disposition to be made of the Escrow Property or any portion thereof that was the subject of such dispute.

(iv) “Objection” shall mean a written objection by Seller or Purchaser, as the case may be, to a Notice of Claim stating in reasonable detail the basis for such objection.

(v) “Withdrawal Notice” shall mean a written declaration by Seller or Purchaser, as the case may be, withdrawing a Notice of Claim or Objection.

(b) At any time prior to the Closing Date (the “Expiration Date”), a party seeking payment from the Escrow Property (an “Indemnified Party”) may deliver to Escrow Agent (with a copy being contemporaneously delivered to the other parties) a Notice of Claim. The party against whom indemnification is sought (the “Indemnifying Party”) shall have ten (10) business days following receipt of a Notice of Claim to deliver to the Escrow Agent (with a copy being contemporaneously delivered to the Indemnifying Party) an Objection. If no Objection is interposed by an Indemnifying Party within ten (10) business days after receipt by the Indemnifying Party of a Notice of Claim, such claim is an “Uncontested Claim.” If an Objection is filed by the Indemnifying Party within such ten (10) business day period, such claim will be deemed to be a “Contested Claim.”

(c) Escrow Agent shall pay and disburse the Escrow Property as follows:

(i) To the Indemnified Party as specified in any Notice of Claim received by Escrow Agent which is an Uncontested Claim;

(ii) To the Indemnified Party as specified in any Notice of Claim that is a Contested Claim, if the Indemnifying Party shall have delivered a Withdrawal Notice to the Escrow Agent with respect to such Contested Claim;

(iii) As specified in any Notice of Release received by Escrow Agent;

(iv) To the party as specified in any Award Notice evidencing a final determination by final, non-appealable order of any dispute with regard to a Notice of Claim;

(v) To Seller at Closing; or

(vi) To Purchaser upon termination of the Asset Purchase Agreement unless a Notice of Claim from Seller shall have been received by the Escrow Agent within ten (10) business days following the date of termination.

(d) If the Indemnifying Party contests all or any part of any claim in a Notice of Claim, then the Contested Claim shall be first presented for resolution to Purchaser and Seller by consultation for a period not to exceed ten (10) business days, and, if not resolved within such period, shall be then adjudicated in accordance with Section 4(m) of this Agreement. In the event of a Contested Claim, the Escrow Agent shall hold the Escrow Property until the Escrow Agent receives (x) delivery of a copy of a Notice of Release as to the resolution of such Contested Claim and the disbursement of Escrow Property retained in respect of such Contested Claim, or a Withdrawal Notice by Seller or Purchaser, as the case may be, withdrawing its Notice of Claim or Objection, or (y) delivery of a copy of an Award Notice resolving the Contested Claim and directing the disbursement of Escrow Property retained in respect of such Contested Claim.

(e) This Escrow Agreement will terminate upon the release of the entire Escrow Property pursuant to this Section 3.

Section 4. Language Concerning the Escrow Agent. To induce the Escrow Agent to act hereunder, it is further agreed by Purchaser and Seller that:

(a) The Escrow Agent shall not be under any duty to give the Escrow Property held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder except as directed in this Escrow Agreement. Uninvested funds held hereunder shall not earn or accrue interest.

(b) This Escrow Agreement expressly sets forth all the duties of the Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall not be bound by the provisions of any agreement among the other parties hereto except this Escrow Agreement.

(c) The Escrow Agent shall not be liable, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against the Escrow Agent, the other parties hereto shall jointly and severally indemnify and hold harmless the Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Escrow Agreement. Without limiting the foregoing, the Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including without limitation any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Property, or any loss of interest incident to any such delays.

(d) The Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof. The Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(e) The Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Escrow Agreement and shall not be liable for any action taken or omitted in accordance with such advice.

(f) The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. Seller and Purchaser shall jointly pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrow Property incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide the Escrow Agent with appropriate W-9 forms for tax identification or W-8 forms for non-resident alien certifications. It is understood that the Escrow Agent shall be responsible for income reporting only with respect to income earned on investment of funds that are a part of the Escrow Property and is not responsible for any other reporting. This paragraph and paragraph (c) shall survive notwithstanding any termination of this Escrow Agreement or the resignation of the Escrow Agent.

(g) The Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.

(h) The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(i) The Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Property to any successor Escrow Agent jointly designated by the other parties hereto in writing, or to any court of competent jurisdiction, whereupon the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Escrow Agreement. The resignation of the Escrow Agent will take effect on the earlier of (i) the appointment of a successor (including a court of competent jurisdiction) or (ii) the day that is thirty (30) days after the date of delivery of its written notice of resignation to the other parties hereto. If at that time the Escrow Agent has not received a designation of a successor Escrow Agent, the Escrow Agent's sole responsibility after that time shall be to safekeep the Escrow Property until receipt of a designation of successor Escrow Agent or a joint written disposition instruction by the other parties hereto or a final, non-appealable order of a court of competent jurisdiction.

(j) The Escrow Agent shall have no responsibility for the contents of any writing of any third party contemplated herein as a means to resolve disputes and may rely without any liability upon the contents thereof.

(k) In the event of any disagreement between the other parties hereto resulting in adverse claims or demands being made in connection with the Escrow Property, or in the event that the Escrow Agent in good faith is in doubt as to what action it should take hereunder, the Escrow Agent shall be entitled to retain the Escrow Property until the Escrow Agent shall have received (i) a final, non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Property or (ii) a written agreement executed by the other parties hereto directing delivery of the Escrow Property, in which event the Escrow Agent shall disburse the Escrow Property in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to the Escrow Agent to the effect that said opinion is final and non-appealable. The Escrow Agent shall act on such court order and legal opinions without further question. Notwithstanding the foregoing, if requested by Purchaser, in the event of a dispute or disagreement between Purchaser and Seller with respect to the Escrow Property disbursement which is not resolved within a reasonable time and which is not the subject of a mediation, arbitration or legal proceeding for such resolution, the Escrow Agent shall deposit the Escrow Property with a court of competent jurisdiction and interplead Seller and Purchaser in accordance with applicable rules of legal procedure.

(l) Seller and Purchaser agree to reimburse the Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by the Escrow Agent in performance of its duties hereunder (including reasonable fees and expenses). Any fees or expenses of the Escrow Agent or its counsel which are not paid as provided for herein may be taken from any property held by the Escrow Agent hereunder.

(m) This Agreement shall be governed by, and shall be construed in accordance with, the internal laws of the State of New York governing contracts made and to be performed entirely within such State, without reference to any choice-of-law principles of the laws of such State. If any provision herein shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative or administrative action, such holding or action shall be strictly construed and shall not affect the validity or the enforceability of any other provision herein. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 5 shall be deemed effective service of process on such party.

(n) No printed or other matter in any language (including without limitation prospectuses, notices, reports and promotional material) that mentions the Escrow Agent's name or the rights, powers, or duties of the Escrow Agent shall be issued by the other parties hereto or on such parties' behalf unless the Escrow Agent shall first have given its specific written consent thereto.

(o) This Escrow Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, heirs, administrators and representatives and shall not be enforceable by or inure to the benefit of any third party except as provided in paragraph (i) with respect to a resignation by the Escrow Agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties.

(p) This Escrow Agreement may only be modified by a writing signed by all of the parties hereto, and no waiver hereunder shall be effective unless in a writing signed by the party to be charged.

(q) The other parties hereto authorize the Escrow Agent, for any securities held hereunder, to use the services of any United States central securities depository it deems appropriate, including, but not limited to, the Depository Trust Company and the Federal Reserve Book Entry System.

(r) Seller acknowledges and agrees that the Escrow Agent is legal counsel to Purchaser. In the event of a dispute in respect of the Escrow Property or this Escrow Agreement, Olshan Grundman Frome Rosenzweig & Wolosky LLP ("Olshan") shall have the right to continue to represent Purchaser. All parties hereto hereby waive any conflict of interest associated with Olshan's continued representation of Purchaser with respect to any dispute.

Section 5. Notices. All notices, requests, elections, demands and other communications given pursuant to this Agreement shall be in writing and shall be duly given when delivered personally or when deposited in the mails, certified or registered mail, postage prepaid, return receipt requested, or when delivered by a nationally recognized courier, and shall be addressed as follows:

If to Seller, to:

Breckenridge Communications, LLC
Edgefield-Saluda Radio Company, Inc.
102 Slide Hill Road
Drawer One
Johnston, SC 29832
Attn: Michael C. Casey

with copies to (which shall not constitute notice to Seller):

Reddy, Begley & McCormick, LLP
1156 15th Street, N.W., Suite 610
Washington, D.C. 20005-1770
Attn: Matthew H. McCormick

If to Purchaser, to:

Double O Radio Corporation
c/o Pilot Group Radio, L.L.C.
625 Madison Avenue
Third Floor
New York, NY 10022
Attn: Paul McNicol, Esq.

with copies to (which shall not constitute notice to Purchaser):

Olshan Grundman Frome Rosenzweig & Wolosky LLP
Park Avenue Tower
65 East 55th Street
New York, NY 10022
Attn: Steven Wolosky, Esq.

If to Escrow Agent, to:

Olshan Grundman Frome Rosenzweig & Wolosky LLP
Park Avenue Tower
65 East 55th Street
New York, NY 10022
Attn: Steven Wolosky, Esq.


Each of the parties hereto may change the address to which it desires notices to be sent if it notifies the other party of such change in accordance with the provisions of this Section 5. Any such notice will be deemed to be given when received, if personally delivered and, if mailed, two business days after deposit in the United States mail, properly addressed, with proper postage affixed.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ESCROW AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date set forth above.

DOUBLE O RADIO CORPORATION

By: 
Name: Paul M. McNicol
Title: Senior Vice President

BRECKENRIDGE COMMUNICATIONS,
LLC

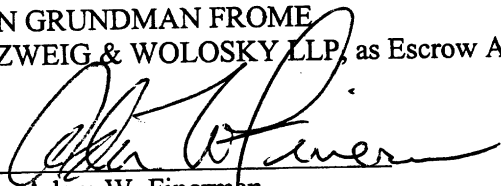
By: _____
Name: Michael C. Casey
Title: President

EDGEFIELD-SALUDA RADIO COMPANY,
INC.

By: _____
Name: Michael C. Casey
Title: President

Agreed and Accepted as of the date
first written above:

OLSHAN GRUNDMAN FROME
ROSENZWEIG & WOLOSKY LLP, as Escrow Agent

By: 
Name: Adam W. Finerman
Title: Partner

[SIGNATURE PAGE TO ESCROW AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date set forth above.

DOUBLE O RADIO CORPORATION

By: _____
Name: Paul M. McNicol
Title: Senior Vice President

BRECKENRIDGE COMMUNICATIONS, LLC

By: Michael C. Casey
Name: Michael C. Casey
Title: President

EDGEFIELD-SALUDA RADIO COMPANY, INC.

By: Michael C. Casey
Name: Michael C. Casey
Title: President

Agreed and Accepted as of the date
first written above:

**OLSHAN GRUNDMAN FROME
ROSENZWEIG & WOLOSKY LLP, as Escrow Agent**

By: _____
Name: Adam W. Finerman
Title: Partner

EXHIBIT B

LEASE AGREEMENT

This **LEASE AGREEMENT** ("Lease") is dated as of _____, 2004, by and between Double O Radio Corporation, a Delaware Corporation ("Lessee"), and Edgefield-Saluda Radio Company, Inc., a South Carolina corporation ("Lessor").

WHEREAS, Lessor owns the transmitter site, tower and transmitter building and related fixtures and improvements as more specifically identified on Attachment A hereto (hereinafter collectively referred to as the "Premises"); and

WHEREAS, Lessee desires to lease the Premises from Lessor and Lessor is willing to lease the Premises to Lessee under the terms and conditions set forth herein.

NOW, THEREFORE for and in consideration of the mutual covenants herein contained, the parties hereto intending to be legally bound, hereby agree as follows:

1. **Lease.** Lessor hereby leases to Lessee the Premises. Lessee shall use and occupy the Premises in connection with the operation of commercial broadcast radio station WJES-FM, Saluda, South Carolina (Facility ID No. 17765) (the "Station").

2. **No Rent.** Lessee shall have no obligation to pay Lessor any base rent or additional rent ("rent") for the Premises and Lessee shall use and occupy the Premises free of rent during the term hereof.

3. **Term.** The term ("Term") of this Lease shall be three (3) years. The Term shall commence on the date hereof (the "Commencement Date") and end on the last day of the 36th full calendar month following the Commencement Date (the "Expiration Date"). Notwithstanding anything contained herein to the contrary, Lessee shall have the right to terminate this Lease at any time upon thirty (30) days written notice to Lessor, in

which event this Lease shall terminate on the date specified in Lessee's notice with the same force and effect as if such termination date were the Expiration Date.

4. **Access.** Access to the Premises, with corresponding ingress and egress thereto, shall be available to Lessee seven (7) days a week, twenty-four (24) hours per day.

5. **Maintenance and Repairs.** Lessor shall maintain, repair and restore the structure, exterior and public portions of the Premises and the systems servicing the Premises. Lessee shall maintain throughout the Term the (non-structural) interior of the Premises.

6. **Quiet Enjoyment.** Lessor covenants and agrees with Lessee that upon Lessee observing the terms, covenants and conditions, on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises hereby demised, undisturbed.

7. **Events of Default; Cure Periods and Remedies.**

7.1 **Events of Default.** The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this Lease:

7.1.1 The default by either party hereto in the observance or performance of any covenant, condition or agreement contained herein which is not cured within twenty (20) calendar days following notice in accordance with Section 15 hereof.

7.2 **Cure Periods.** An Event of Default shall not be deemed to have occurred until after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event

of Default and specifying the actions necessary to cure within the relevant cure period. The Event of Default shall not be deemed to have occurred if actions necessary to cure are completed during the relevant cure period.

7.3 **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party may seek such remedies at law and/or equity as are available.

8. **End of Term.** Upon the Expiration Date, or earlier termination hereof, Lessee shall return to Lessor the Premises in substantially the same condition existing on the date Lessee first took possession, ordinary wear and tear and damage by casualty excepted.

9. **Intentionally Omitted.**

10. **Representations, Warranties and Covenants.**

10.1 **Mutual Representations, Warranties and Covenants.** Lessee and Lessor each make the following representations, warranties and covenants:

10.1.1 **Legal Capacity.** Each is legally qualified, empowered, and able to enter into this Lease, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which either party is subject or by which it is bound.

10.1.2 **Insurance.** Each party shall procure and maintain comprehensive public liability insurance covering all of the operations and activities of that party on the Premises with limits of at least \$500,000 combined single limit for bodily injury or death to any one person and \$1,000,000 if more than one person and \$500,000 for property damage and “all risk” property insurance. Each of the foregoing limitations shall be for each occurrence and shall not be an aggregate limit in the policy.

The liability policies acquired by each party pursuant to this Section shall name the other party as an additional insured.

10.2 **Additional Lessee Representations, Warranties and Covenants.**

Lessee makes the following further representations, warranties and covenants:

10.2.1 **Compliance with Law.** Lessee covenants that, throughout the Term, Lessee shall comply with all laws and regulations applicable in the conduct of Lessee's business.

10.3 **Additional Lessor Representations, Warranties and Covenants.**

10.3.1 **Compliance with Applicable Law.** Lessor covenants that its performance of its obligations under this Lease shall be in compliance with, and shall not violate, any applicable laws or any applicable rules, regulations, or orders of the FCC or any other governmental agency. Lessor will comply promptly and diligently with all laws that shall impose a violation order or duty upon Lessor or Lessee with respect to the Premises except to the extent such violation, order or duty accrues as a result of Lessee's specific manner of use (as opposed to its mere use) of the Premises. Lessor represents that the Premises may be used by Lessee for the use provided in Section 1 hereof.

11. **No Waiver; Remedies Cumulative.** No failure or delay on the part of Lessee or Lessor in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights

and remedies of Lessee and Lessor herein provided are cumulative and are not exclusive of any right or remedies, which it may otherwise have.

12. **Construction.** This Lease shall be construed in accordance with the laws of the State of South Carolina.

13. **Headings.** The headings contained in this Lease are included for convenience only and no such heading shall in any way alter the meaning of any provision.

14. **Benefit and Assignment.** This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights and interest under this Lease without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

15. **Notices.** All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Lease shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid or delivered by overnight air courier, addressed in accordance with the listing set forth in Attachment B hereto or such other address as the addressee may indicate by written notice to the other parties. Each notice, demand, request, or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation.

16. **Entire Agreement.** This Lease embodies the entire agreement, and there are no other agreements, representations, warranties, or understandings, oral or written, between the parties hereto, with respect to the subject matter hereof, except for that certain Asset Purchase Agreement dated as of July 1, 2004, among Breckenridge Communications, LLC, Lessor and Lessee. No alterations, modification or change of this Lease shall be valid unless made in writing, and signed by like written instrument. No waiver of any provision hereof shall be valid unless in writing and signed by the party adversely affected by the waiver, and then such waiver shall be effective only in the specified instance and for the purpose for which given.

17. **Severability.** In the event that any of the provisions contained in this Lease is held to be invalid, illegal or unenforceable, such event shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

18. **No Broker.** Lessor and Lessee represent and warrant to the other that neither consulted nor negotiated with any broker or finder with regard to the leasing of the Premises from Lessor. Lessor and Lessee agree to indemnify and hold the other harmless from any claims, suits, damages, costs and expenses suffered by the other by reason of any breach of the foregoing representation.

19. **Utilities.** Lessee shall pay all utility charges directly to the utility provider to the extent solely related to Lessee's operation of the Station at the Premises during the Term (which utility charges shall exclude, without limitation, any charges derived from the operations of Arch Wireless or any persons residing on the Premises).

20. **Hazardous Material.** To the best of Lessor's knowledge, there is no asbestos, or other hazardous materials present within the Premises. Lessor shall indemnify and save harmless Lessee against and from any and all claims and damages, including reasonable legal fees, against Lessee of whatever nature arising by reason of the pre-existence of any asbestos or hazardous materials within the Premises except to the extent said asbestos or hazardous materials were introduced upon the Premises by Lessee.

21. **Casualty.** In the event that the Premises are destroyed or damaged by fire, lightning, windstorm, explosion, collapse, or other casualty (hereinafter "Casualty"), Lessor shall elect (a) to terminate this Lease effective as of the date of Casualty or (b) commence to reconstruct or repair the Leased Premises to such good condition as existed before the Casualty and give possession to Lessee of the same space leased hereunder. Within fifteen (15) days after such Casualty, Lessor shall notify the Lessee which course Lessor elects to follow. If Lessor elects to reconstruct or repair the Leased Premises and if the reconstruction or repair of the Premises cannot reasonably be undertaken without removing all or a portion of Lessee's equipment, then Lessor may remove such equipment and interrupt broadcasting activity but must have the equipment reinstalled as soon as reasonably possible. In the event that a Casualty interferes with or totally negates normal operation of the Station, Lessee agrees not to hold Lessor liable for any financial loss due to business interruption caused by such circumstances.

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

EDGEFIELD-SALUDA RADIO
COMPANY, INC.

By: _____
Michael C. Casey, President

DOUBLE O RADIO CORPORATION

By: _____
Paul M. McNicol, Senior Vice President

ATTACHMENT A

FM Tower Galvanized 24" face, 385 feet, Guyed

Transmitter Building

All the above are located on the parcel of real property described in the attached deed.

001692

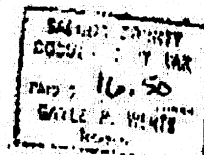
BOOK 347

PAGE 200

STATE OF SOUTH CAROLINA

COUNTY OF SALUDA

FILED
CLERK OF COURT
SALUDA CO., S.C.
DEED
96 JUL -1 PM 1:27



KNOW ALL MEN BY THESE PRESENTS, That **DURST BROADCASTING COMPANY, INC.**

(hereinafter called "Grantor"), for and in consideration of the sum of

FIFTEEN THOUSAND AND NO/100

(\$15,000.00)

DOLLARS

to the Grantor in hand paid at and before the sealing of the presents, by **EDGEFIELD-SALUDA RADIO COMPANY, INC.**

OF **d/o Mike Casey, P. O. Drawer I, Johnston, SC 29832**

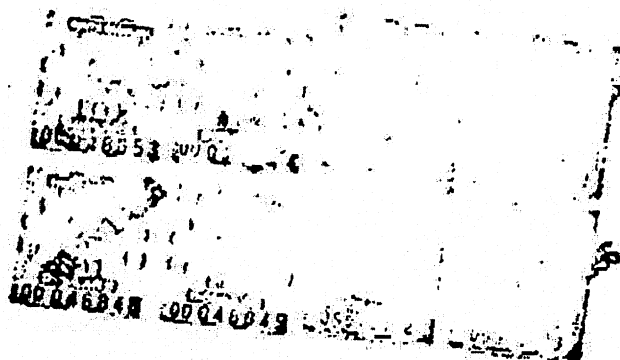
(hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the Grantee, his heirs, successors and assigns:

ALL that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in Saluda School District #1 in the County of Saluda, State of South Carolina, containing Three (3.0) acres, more or less, as shown on that plat by George S. Todd, R.L.S., dated July 3, 1986, and recorded in the Office of the Clerk of Court for Saluda County in Deed Book 118 at Page 66. Said tract is triangular in shape and is bounded generally in accordance with said plat on the NORTH by lands, now or formerly, of Rufus Mitchell, et al; on the EAST by right-of-way of a Saluda County unpaved road; and on the WEST by lands of Alfred Coleman.

This being the identical property conveyed to Durst Broadcasting Company, Inc. by deed of Alfred B. Coleman dated August 11, 1986, and recorded in the Office of the Clerk of Court for Saluda County in Deed Book 118 at Page 62.

Said tract is also shown in the Office of the Auditor and Tax Assessor for Saluda County on TAX MAP #881 (X-00)-070.

Said conveyance also includes One (1) 1981 Summ. Mobile Home, Model #H1684, Dec. No. 2360.



This conveyance is made subject to easements and restrictions of record and otherwise affecting the property, TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and Assigns, forever.

*And the Grantor does hereby bind himself and his heirs, to warrant and defend all and singular the premises unto the Grantee, his Heirs, Successors, and Assigns against himself and his heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

BOOK 347 PAGE 201

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantor.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal,

DATE June 28, 1996

Signed, Sealed and Delivered
in the presence of:

DURST BROADCASTING COMPANY, INC.

BY: V. K. Durst (Seal)

BY: Samuel H. Durst Its President (Seal)
Its Secretary

STATE OF SOUTH CAROLINA
COUNTY OF EDGEFIELD

PROBATE

PERSONALLY appeared before me The Undersigned Witness, who, being duly sworn, deposes and states that (s)he saw the within-named Grantor sign, seal and as his act and deed, deliver the within-written Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this

28th day of June, 1996

[Signature] (OFF SEAL)
Notary Public for South Carolina
My Commission Expires: 9-21-99

GRANTEES ADDRESS:

EDGEFIELD-SALUDA RADIO COMPANY, INC.

c/o Mike Coney

P. O. Drawer 1

Johnston, South Carolina 29832

This document prepared by:

John F. Byrd, Jr.

Attorney at Law

P. O. Box 466

Edgefield, South Carolina 29824

(803) 637-3103

Deed
within
11:47 AM
clock on 7-1-96
was herein duly entered upon the
proper books and duly recorded in
Book 347 Page 201
Doris B. Holmes
Doris B. Holmes
Saluda County Clerk of Court & REC

Recorded in Assessor's Office

Book: 2 Page: 711

[Signature]
Auditor for
Saluda, S. C.

PAID
JUL 1 - 1996
SALUDA COUNTY TREASURER
RECEIVED

RECEIVED
JOHN F. BYRD, JR.
ATTORNEY AT LAW
PO BOX 466
EDGEFIELD, SC 29824

ATTACHMENT B

If the notice is to Lessor:

EDGEFIELD-SALUDA RADIO COMPANY, INC.
102 Slide Hill Road
Drawer One
Johnston, South Carolina 29832
Attn: Michael C. Casey

And to:

Reddy, Begley & McCormick, LLP
1156 15th Street, N.W., Suite 610
Washington, D.C. 20005
Attn: Mathew H. McCormick

If the notice is to Lessee:

Double O Radio Corporation
c/o Pilot Group Radio, L.L.C.
625 Madison Avenue
Third Floor
New York, NY 10022
Attn: Paul McNicol, Esq.

And to:

Olshan Grundman Frome Rosenzweig & Wolosky LLP
Park Avenue Tower
65 East 55th Street
New York, NY 10022
Attn: Steven Wolosky, Esq.

EXHIBIT C

[Letterhead of Sellers' South Carolina Counsel]

[Date of Closing]

Double O Radio Corporation
c/o Pilot Group Radio, L.L.C.
625 Madison Avenue
Third Floor
New York, NY 10022

Ladies and Gentlemen:

We have acted as counsel to Breckenridge Communications, LLC, a South Carolina limited liability company ("Breckenridge"), and Edgefield-Saluda Radio Company, Inc., a South Carolina corporation ("Edgefield" and together with Breckenridge, the "Sellers"). We have reviewed that certain Asset Purchase Agreement dated as of July 1, 2004 (the "Purchase Agreement") by and among Sellers and Double O Radio Corporation ("Buyer"), the Escrow Agreement included as Exhibit A of the Purchase Agreement, the proposed Lease Agreement between Edgefield and Buyer and the other documents required to be delivered by Sellers to Buyer pursuant to the Purchase Agreement as of the Closing (all of which documents are referred to herein as the "Transaction Documents"). All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

We are opining herein only as to the state laws of South Carolina and Delaware and, except as noted below, the Federal laws of the United States of America. To the extent that any law of any jurisdiction other than the Federal laws of the United States of America or the state laws of South Carolina and Delaware governs any of the matters as to which we express an opinion below, we have assumed, without independent investigation and with your permission, that the laws of such jurisdiction are identical to the state laws of South Carolina and Delaware, and we express no opinion as to whether such assumption is reasonable or correct. We specifically note that we express no opinion with regard to matters pertaining to the Communications Act of 1934, as amended (the "Communications Act"), and the published rules, regulations, orders, decisions and policies promulgated under the Communications Act (collectively the "Communications Laws") by the Federal Communications Commission (the "FCC").

Double O Radio Corporation

[Date]

Page ____

In all cases, we have assumed the genuineness of all signatures (other than those of persons signing on behalf of Sellers), the authenticity of documents submitted to us as originals, the conformity to authentic original documents of documents submitted to us as copies and the accuracy and completeness of all corporate records and other information made available to us by Sellers. We have further assumed that the Transaction Documents have been duly authorized, executed and delivered by all parties thereto other than Sellers and that the Transaction Documents are the legal, valid and binding obligations of all parties thereto other than Sellers.

We express no opinion regarding the truth or correctness of any of the representations or warranties made by Sellers in any documents that we have reviewed, or in any documents filed with the FCC, or whether such representations and warranties omit a material fact necessary to make such representations and warranties not materially misleading. We do not assume any responsibility for the accuracy, completeness or fairness of any information furnished to you or the FCC by Sellers concerning their business affairs or the Station, or any other information furnished to you of a factual nature.

Based on and subject to the foregoing, but limited by and subject to the qualifications set forth below, we are of the opinion that:

1. Breckenridge is a limited liability company, validly existing and in good standing under the laws of the State of South Carolina and has all requisite power and authority to carry on its business as described in the Purchase Agreement and to enter into and perform its obligations under the Transaction Documents. Edgefield is a corporation, validly existing and in good standing under the laws of the State of South Carolina and has all requisite power and authority to carry on its business as described in the Purchase Agreement and to enter into and perform its obligations under the Transaction Documents.

2. Each Seller has the legal power to execute and deliver the Transaction Documents and to perform each of their obligations thereunder. Each Seller has duly authorized the execution, delivery and performance of the Transaction Documents and their obligations thereunder by all necessary action.

3. Each of the Transaction Documents to which Sellers are a party has been duly executed and delivered by each Seller and is a legal, valid and binding obligation of each Seller, enforceable against each of them in accordance with its terms except as may be limited by (i) bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent transfer, debtor's relief or other similar decisional and statutory laws, rules and principles affecting the right of creditors generally and (ii) general equitable principles (regardless of whether enforcement is considered in a proceeding in equity or law)

Double O Radio Corporation

[Date]

Page ____

including without limitation judicial discretion and principles governing the availability of specific performance, injunctive relief and other equitable remedies and principles concerning good faith and fair dealing, reasonableness, materiality of breach and damages, and unconscionability.

4. The execution and delivery by Sellers of the Transaction Documents and the performance by them of their obligations thereunder (i) do not violate the certification of formation or operating agreement, each as amended, of Breckenridge, or the certificate of incorporation or bylaws, each as amended, of Edgefield and (ii) do not (x) result in any violation of any law, rule, statute, regulation or order, or (y) to our knowledge, result in the creation of any lien on any of the Assets.

5. To the best of our knowledge, there is no order, judgment, complaint, investigation, or proceeding issued, outstanding, pending or threatened before any court, governmental authority or arbitrator which seeks to affect the enforceability of the Purchase Agreement or otherwise affects Sellers or the Station.

This letter and the legal opinions herein are intended for the information solely of the addressee hereof and solely for the purposes of the transactions contemplated by the Transaction Documents and are not to be relied upon by any party other than Buyer, nor may all or portions of this letter and the opinions set forth in this letter be quoted, circulated, or referred to in any other document without our prior written consent; provided, however [Buyer's financing source] and its successors and/or assigns may rely upon such opinions.

Very truly yours,

[SELLERS' SOUTH CAROLINA
COUNSEL]

EXHIBIT D

[Letterhead of Reddy, Begley & McCormick, LLP]

[Date of Closing]

Double O Radio Corporation
c/o Pilot Group Radio, L.L.C.
625 Madison Avenue
Third Floor
New York, NY 10022

Ladies and Gentlemen:

We have acted as communications counsel to Breckenridge Communications, LLC, a South Carolina limited liability company ("Breckenridge"), and Edgefield-Saluda Radio Company, Inc., a South Carolina corporation ("Edgefield" and together with Breckenridge, the "Sellers") in connection with that certain Asset Purchase Agreement dated as of July 1, 2004 (the "Purchase Agreement") by and among Sellers and Double O Radio Corporation ("Buyer") and with regard to the Communications Act of 1934, as amended (the "Communications Act"), and the published rules, regulations, orders, decisions and policies promulgated under the Communications Act (collectively the "Communications Laws") by the Federal Communications Commission (the "FCC"). We have reviewed the Purchase Agreement, the Escrow Agreement included as Exhibit A of the Purchase Agreement, the proposed Lease Agreement between Edgefield and Buyer and the other documents required to be delivered by Sellers to Buyer pursuant to the Purchase Agreement as of the Closing (all of which documents are referred to herein as the "Transaction Documents"). All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

This opinion is limited to matters specifically discussed herein relating to the Communications Act and the Communications Laws, and we express no opinion as to any other laws, statutes, rules or regulations. Our opinion does not address the effect, if any, of pending legislation or of proceedings before the FCC or any case before any court with respect to which neither of the Sellers is a party.

In all cases, we have assumed the genuineness of all signatures on behalf of Sellers), the authenticity of documents submitted to us as originals, the conformity to authentic original documents of documents submitted to us as copies and the accuracy

and completeness of all corporate records and other information made available to us by Sellers. We have further assumed that the Transaction Documents have been duly authorized, executed and delivered by all parties thereto other than Sellers and that the Transaction Documents are the legal, valid and binding obligations of all parties thereto other than Sellers.

We express no opinion regarding the truth or correctness of any of the representations or warranties made by Sellers in any documents that we have reviewed, or in any documents filed with the FCC, or whether such representations and warranties omit a material fact necessary to make such representations and warranties not materially misleading. We do not assume any responsibility for the accuracy, completeness or fairness of any information furnished to you or the FCC by Sellers concerning their business affairs or the Station, or any other information furnished to you of a factual nature.

Based on and subject to the foregoing, but limited by and subject to the qualifications set forth below, we are of the opinion that:

1. The execution and delivery by Sellers of the Transaction Documents and the performance by them of their obligations thereunder do not result in any violation of the Communications Laws.
2. To the best of our knowledge, there is no order, judgment, complaint, investigation, or proceeding issued, outstanding, pending or threatened before any court, governmental authority or arbitrator which seeks to affect the enforceability of the Purchase Agreement or otherwise affects Sellers or the Station.
3. Breckenridge validly holds the FCC licenses and authorizations, including the Irmo Permit, listed on Attachment A hereto (collectively, the "FCC Authorizations"). The FCC Authorizations have been issued or renewed for the full terms generally applicable to such permits or to licenses for broadcast stations in the State of South Carolina, as stated on each such Authorization, are in full force and effect and none of the FCC Authorizations or renewals thereof is subject to any condition outside the normal course (other than conditions that the FCC routinely places on such authorizations or as otherwise may be found on the face of the Authorizations). The FCC Authorizations include the FCC licenses, permits and authorizations necessary for Breckenridge to operate an FM broadcast station on Channel 221A, Saluda, South Carolina and to construct an FM broadcast station on Channel 221C3 at Irmo, South Carolina.
4. The FCC has granted its consent to the assignment of the FCC Authorizations from Breckenridge to Buyer (the "FCC Consent"), subject to timely notice of consummation of the transactions described in the application therefor. Except

as set forth on the face of the FCC Consent, the FCC Consent is not subject to any condition outside the normal course (other than conditions that the FCC routinely places on such consents). The FCC Consent is in full force and effect and has become a Final Order [will modify if close without finality]. Such consent constitutes all necessary consents, approvals and authorizations required under the Communications Act for the assignment of the FCC Authorizations from Breckenridge to Buyer.

5. Based solely on our review on [three business days prior to Closing] of the publicly available records of the FCC and our own files for Sellers, there is no action pending or, to the best of our knowledge, threatened by or before the FCC to revoke, cancel, rescind, modify or refuse to renew in the ordinary course, any FCC Authorization, nor is there issued, outstanding, pending or, to the best of our knowledge threatened, any notice of violation, notice of apparent liability, notice of forfeiture, order to show cause or complaint by or before the FCC directed against the Station or the FCC Authorization.

As used herein, the term “full force and effect” means that to our knowledge: (a) the orders issuing the FCC Authorizations and the FCC Consent have become effective; (b) no stay of effectiveness of such orders has been issued by the FCC; (c) the FCC Authorizations and the FCC Consent have not been invalidated or adversely modified by any subsequent published FCC action; and (d) to our knowledge, all express FCC-imposed conditions on the FCC Authorizations and FCC Consent have been satisfied.

This letter and the legal opinions herein are intended for the information solely of the addressee hereof and solely for the purposes of the transactions contemplated by the Transaction Documents and are not to be relied upon by any party other than Buyer, nor may all or portions of this letter and the opinions set forth in this letter be quoted, circulated, or referred to in any other document without our prior written consent; provided, however [Buyer’s financing source] and its successors and/or assigns may rely upon such opinions.

Very truly yours,

REDDY, BEGLEY & MCCORMICK, LLP

ATTACHMENT A
FCC AUTHORIZATIONS