

CHANNEL 220A PRECLUSION MAP

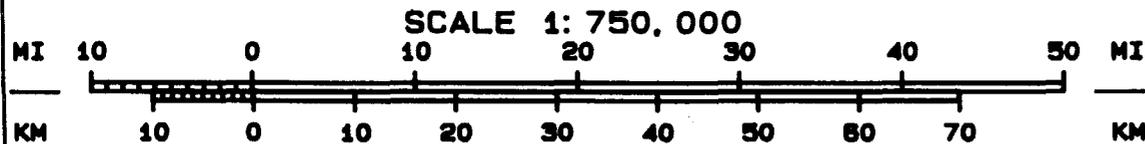
EXHIBIT #9

MAP IS A PORTION OF THE 1:750,000 SCALE
U.S.G.S. BASE MAP OF FLORIDA.

PETITION FOR RULE MAKING
SOUTHERN BCG CO., INC.
ALLOT CHANNEL 268C2
WOODVILLE, FLORIDA

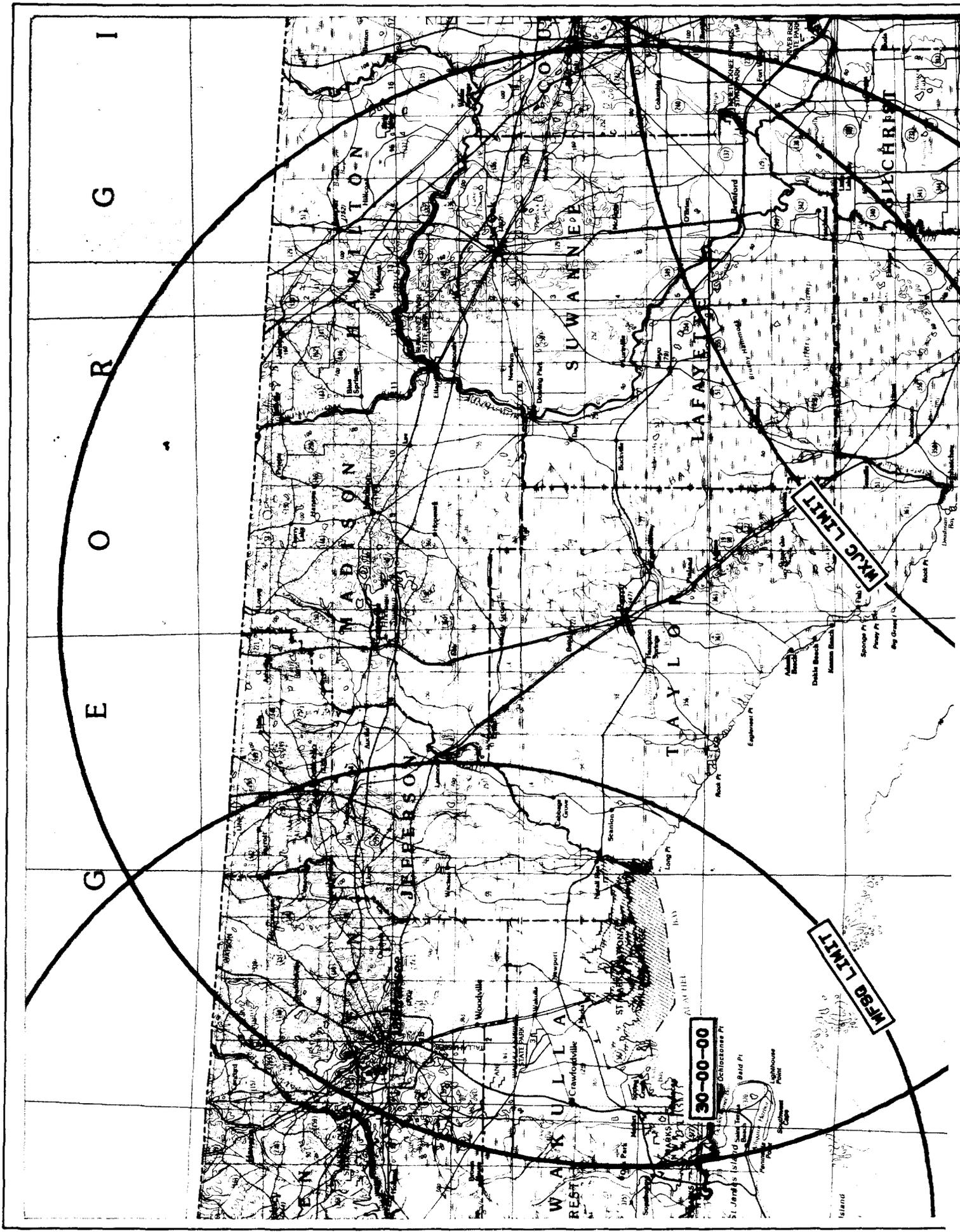
SEE EXHIBIT #10A FOR TABULATION OF
STATIONS SHOWN ON EXHIBIT #9.

March 1995



GRAHAM BROCK, INC.

BROADCAST TECHNICAL CONSULTANTS



GEORGIA

30-00-00

MJC LIMIT

MJC LIMIT

MADISON

JEFFERSON

WALKER

TAYLOR

LAFAYETTE

SUWANNEE

BILCHREST

COOPER

PETITION FOR RULEMAKING
SOUTHERN BROADCASTING COMPANIES, INC.
ALLOCATE CHANNEL 268C2
WOODVILLE, FLORIDA
March 1995

EXHIBIT #10A

Stations Considered in Preclusion Study
Channel 220A or Channel 220C3

AD221A Channel 221A Perry, FL
(Proponent)
Preclusionary arc 72.0 kilometers

WAHX Channel 220A Monticello, FL
6.0 kilowatts 100 meters HAAT
Preclusionary arc 115.0 kilometers

WXJC.A Channel 220C3 Crystal River, FL
7.9 kilowatts 87 meters HAAT
Preclusionary arc 117.2 kilometers

WFSQ Channel 218C1 Tallahassee, FL
100.0 kilowatts 202 meters HAAT
Preclusionary arc 73.1 kilometers

WJXR Channel 221C3 Macclenny, FL
25.0 kilowatts 100 meters HAAT
Preclusionary arc 89.0 kilometers

WJLF Channel 219A Gainesville, FL
2.0 kilowatts (DA) 122 meters HAAT
Preclusionary arc 63.7 kilometers¹

1) The arc was based on the WJLF effective radiated power toward Perry (0.892 kW).

AFFIDAVIT AND QUALIFICATIONS OF CONSULTANT

State of Georgia)
St. Simons Island) ss:
County of Glynn)

JEFFERSON G. BROCK, being duly sworn, deposes and says that he is an officer of Graham Brock, Inc. Graham Brock has been engaged by Southern Broadcasting Companies, Inc., licensee of Radio Station WXSX, to prepare the attached Technical Exhibit.

His qualifications are a matter of record before the Federal Communications Commission. He has been active in Broadcast Engineering since 1979

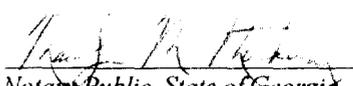
The attached report was either prepared by him or under his direction and all material and exhibits attached hereto are believed to be true and correct.

This the 3rd day of March, 1995



Jefferson G. Brock
Affiant

*Sworn to and subscribed before me
this the 3rd day of March, 1995*



Notary Public, State of Georgia
My Commission Expires: September 8, 1995

EXHIBIT B

STATION REIMBURSEMENT AGREEMENT

This Agreement made this 29 day of March, 1995, by and between Great South Broadcasting, Inc. ("Great South") and Webster Broadcasting, Inc. ("Webster");

WITNESSETH

WHEREAS, Great South is licensee of WXSJ(FM), which operates on FM Channel 268C2 (101.5 mHz) at Quincy, Florida:

WHEREAS, Webster is licensee of WJPH(FM), which operates on FM Channel 270C3 (101.9 mHz) at Monticello, Florida:

WHEREAS, Great South desires to make certain changes in the facilities of WXSJ by filing a Petition for Rulemaking and an application to modify its facilities ("Modification Application"); the cooperation of Webster is desired in order to make those changes, and Webster is willing to cooperate with Great South on the basis set out in this Agreement.

WHEREAS, Webster has agreed to make a change of channels from FM Channel 270C3 (101.9 mHz) to FM Channel 289C3 (105.7 mHz) (hereinafter "Frequency Change"); and

WHEREAS, Great South has agreed to compensate Webster for reasonable expenses in making said Frequency Change; and

NOW THEREFORE, the parties intending to be legally bound, agree as follows:

1. Upon request of Great South, Webster agrees to join with Great South in filing a Petition for Rulemaking with the Federal Communications Commission ("FCC") to substitute Channel 289C3 for Channel 270C3 at Monticello, Florida, and to modify the

license of WJPH to operate on Channel 289C3. Webster will cooperate in any reasonable manner with Great South to obtain favorable FCC action on the Petition for Rulemaking, including providing to Great South for filing with the FCC any statements reasonably required in connection with the FCC's consideration of the Petition for Rulemaking. Upon the FCC's action in substituting Channel 289C3 at Monticello, Webster will expeditiously take those steps reasonably necessary to move the frequency of WJPH to Channel 289C3.

2. In exchange for Webster's cooperation, Great South agrees to provide to Webster all engineering data required to move WJPH to Channel 289C3. Great South will provide all necessary legal assistance in preparing and filing the Petition for Rulemaking, and in preparing and filing the application necessary to support an application to change the operating channel of WJPH to Channel 289C3. In addition, upon FCC grant of Great South's Modification Application, and the grant having become a "final" order, that is, no longer subject to or the subject of, reconsideration or review by the FCC or any Court, Great South will pay Webster the sum of TEN THOUSAND (\$10,000.00) DOLLARS plus the reasonable and prudent expenses incurred or to be incurred by Webster in moving WJPH to Channel 289C3.

3. Webster has and by these presents does waive the right to receive any reimbursement for the cost of legal counsel or for the cost of production of the advertising used in newspapers and on television to publicize the channel change.

4. This Agreement may not be assigned, except to successors in interest of WXSJ(FM) or WJPH(FM) which may be made without any further authority. Webster must cause this Agreement to be assumed by any successor in interest.

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

If to Great South: Mr. Paul C. Stone
 Great South Broadcasting, Inc.
 3360 Capital Circle, N.E.
 Suite D
 Tallahassee, Florida 32308

with copy to: Gary S. Smithwick, Esquire
 Smithwick & Belendiuk, P.C.
 1990 M Street, N.W.
 Suite 510
 Washington, D.C. 20036

If to Webster: _____

with copy to: _____

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

7. No delay or failure on the part of either party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

8. This Agreement is binding upon, and inures to the benefit of and is enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

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

WHEREFORE, the parties hereto have agreed as herein stated, on the date first above written.

**GREAT SOUTH BROADCASTING,
INC.**

By: _____

**Paul C. Stone
President**

WEBSTER BROADCASTING, INC.

By: Edward M. Murray
Vice President

WXII-TV/RECORDERS.AGT

EXHIBIT C

STATION REIMBURSEMENT AGREEMENT

This Agreement made this 30th day of March, 1995, by and between Great South Broadcasting, Inc. ("Great South") and RAHU Broadcasting Co. ("RAHU");

WITNESSETH:

WHEREAS, Great South is licensee of WXHR(FM), which operates on FM Channel 268C2 (101.5 MHz) at Quincy, Florida;

WHEREAS, RAHU is licensee of WNFK(FM) which operates on FM Channel 288A (105.5 MHz) at Perry, Florida;

WHEREAS, Great South desires to make certain changes in the facilities of WXHR by filing a Petition of Rulemaking and an application to modify its facilities ("Modification Application"), the cooperation of RAHU is desired in order to make those changes, and RAHU is willing to cooperate with Great South on the basis set out in this Agreement.

WHEREAS, RAHU has agreed to make a change of channels from FM Channel 288A (105.5 MHz) to FM Channel 221A (92.1 MHz) (hereinafter "Frequency Change"); and

WHEREAS, Great South has agreed to compensate RAHU for reasonable expenses in making said Frequency Change; and

NOW THEREFORE, the parties intending to be legally bound, agree as follows:

1. Upon request of Great South, RAHU agrees to join with Great South in filing a Petition of Rulemaking with the Federal Communications Commission ("FCC") to substitute Channel 221A for Channel 288A at Perry, Florida, and to modify the license of WNFK(FM) to operate on Channel 221A. RAHU will cooperate in any reasonable manner with Great South to obtain favorable FCC action on the Petition for Rulemaking, including providing to Great South for filing with the FCC



any statements reasonably required in connection with the FCC's consideration of the Petition for Rulemaking. Upon the FCC's action in substituting Channel 221A at Perry, RAHU will expeditiously take those steps reasonably necessary to move the frequency of WNFK(FM) to Channel 221A

2. In exchange for RAHU's cooperation, Great South agrees to provide to RAHU all engineering data required to move WNFK(FM) to Channel 221A. Southern will provide all necessary legal assistance in preparing and filing the Petition for Rulemaking, and in preparing and filing the application necessary to support an application to change the operating channel of WNFK(FM) to Channel 221A. In addition, upon FCC grant of Great South's Modification Application, and the grant having become a "final" order, that is, no longer subject to, or the subject of, reconsideration or review by the FCC or any Court, Great South will pay RAHU one thousand dollars for expenses incurred by RAHU in moving WNFK(FM) to Channel 221A. In addition, Great South agrees to buy and install a four bay FM antenna on RAHU's existing AM tower. Great South agrees to remove the existing FM antenna and transmission line from the present location. The transmission line will be used at the AM site to connect the new four bay FM antenna. Great South further agrees to make all changes necessary to RAHU's transmitter and associated equipment in connection with the change in frequency. Great South agrees to pay all FCC fees associated with the move.

3. This Agreement may not be assigned, except to successors in interest of WXSR(FM) or WNFK(FM) which may be made without any further authority. RAHU must cause this Agreement to be assumed by any successor in interest.

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

A handwritten signature in black ink, appearing to be 'RWA', is written over the bottom of the text.

If to Great South: Mr. Paul C. Stone
Great South Broadcasting, Inc
3360 Capital Circle, N.F.
Suite D
Tallahassee, Florida 32308

with copy to: Gary S. Smithwick, Esquire
Smithwick, & Belendiuk P.C.
1990 M Street, N.W.
Suite 510
Washington, D.C. 20036

If to RAHU:

Rebecca Stone Smithwick & Co.
10 Broad Street, N.W.
Perry Flax 32347
P.O. Box 779

with copy to:

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

6. No delay or failure on the part of either party in exercising any rights hereunder, and no partial or single exercise thereof will constitute a waiver of such rights or of any other rights hereunder.

7. This Agreement is binding upon, and inures to the benefit of and is enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

Two handwritten signatures are present at the bottom left of the page. The first signature is a stylized, cursive 'S' followed by a horizontal line. The second signature is a cursive name, possibly 'Rebecca Stone Smithwick', written in dark ink.

provision hereof.

9. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

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

WHEREFORE, the parties hereto have agreed as herein stated, on the date first above written.

GREAT SOUTH BROADCASTING, INC.

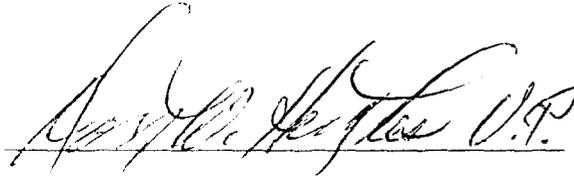
By:



Paul C. Stone
President

RAHU BROADCASTING, INC.

By:



Rahu Broadcasting, Inc.

11. In connection with the proposed channel changes ^{Def} for WNEK (FM) to Channel 221, Great South recognizes the minimal potential for interference with the WETV, Channel 6 TV audio. Great South agrees to remedy any problems with the local cable operator, Comcast should they arise. 





CERTIFICATE OF SERVICE

I, K. Dale Harris, a legal assistant in the law firm of Smithwick & Belendiuk, P.C., certify that on this 6th day of April, 1995, copies of the foregoing were mailed via first class mail, postage pre-paid, to the following:

Ms. Nancy J. Walls (*)
Federal Communications Commission
Allocations Branch
2000 M Street, N.W.
5th Floor
Washington, D.C. 20554

Joseph E. Doyle, Esq.
Jenner & Block
One IBM Plaza
Chicago, Illinois 60611
Counsel for Webster Broadcasting, Inc. (WJPH)

Mr. Don W. Hughes, Vice President/General Manager
Radio Station WNFK(FM)
P.O. Box 779
One Broadcast Place
Perry, Florida 32347

* via hand delivery



K. Dale Harris