

Before the
Federal Communications Commission
Washington, D.C. 20554

In re Applications of)	
)	
Beasley Broadcast Group, Inc.	)	NAL/Acct. No. MB-201841410009
(Subsidiaries) for Approval of <i>Pro Forma</i>)	
Assignment and Transfer of Control of Broadcast)	
Station Licenses)	
)	
WDAS License Limited Partnership,	)	FRN: 0003768231
	)	File Nos. BAL-20180111ADN, <i>et. al.</i>
)	
WKIS License Limited Partnership,	)	FRN: 0003770765
	)	File Nos. BALH-20180111ADQ, <i>et. al.</i>
)	
WPOW License Limited Partnership,	)	FRN: 0003767316
	)	File Nos. BALH-20180111ADT, <i>et. al.</i>
)	
WQAM License Limited Partnership,	)	FRN: 0003768769
	)	File No. BALH-20180111ADX,
)	
WXTU License Limited Partnership	)	FRN: 0003765484
(Subsidiaries of Beasley Broadcast Group, Inc.)	)	File Nos. BALH-20180111ADY, <i>et. al.</i>
(Assignors))	
)	
and)	
)	
Beasley Media Group Licenses, LLC)	
(Assignee))	
)	
and)	
)	
Beasley Media Group, Inc.	)	FRN: 0004077426
(Transferor)	)	File Nos. BTCH-20180111AAR, <i>et. al.</i>
)	
and)	
)	
Beasley Media Group, LLC)	
(Transferee))	

ORDER

Adopted: March 22, 2018

Released: March 23, 2018

By the Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau), Beasley Media Group Licenses, LLC (BMGLL or Licensee), and BMGLL's ultimate parent corporation, Beasley Broadcast Group, Inc. (BBGI). The Consent Decree resolves issues arising from the Bureau's review of the captioned applications for Commission consent to the proposed *pro forma* assignment of licenses and transfer of control of BMGLL (Applications). Licensee seeks *nunc pro tunc* grant of the Applications for *pro forma* assignment from certain subsidiaries of BBGI to the subsidiary, BMGLL and a *pro forma* transfer of control of BMGLL from Beasley Media Group, Inc. to Beasley Media Group, LLC, that occurred on December 31, 2017. While we anticipate the future grant of the Applications, subject to the terms of the Consent Decree, the grant will not be *nunc pro tunc*.¹

2. The Consent Decree resolves the Bureau's investigation of Licensee's compliance with Section 310 of the Communications Act of 1934, as amended (the Act)² and Section 73.3540 of the Commission's Rules (Rules).³ In particular, pursuant to the terms of the Consent Decree, BMGLL stipulates that it violated Section 310(d) of the Act and Section 73.3540 of the Rules. The Consent Decree also requires, among other things, that Licensee make a fifteen thousand dollar (\$15,000) civil penalty payment to the United States Treasury and undertake a three-year compliance plan to prevent future similar violations. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating all pending proceedings relating to the Bureau's investigation of potential violations of the Rules and the Act in connection with the Applications.

4. Based on the record before us, we conclude that nothing in that record creates a substantial and material question of fact as to whether BMGLL possesses the basic qualifications to be a Commission licensee.

5. ACCORDINGLY, IT IS ORDERED that, pursuant to Section 4(i) of the Act,⁴ and by the authority delegated by Sections 0.61 and 0.283 of the Rules,⁵ the Consent Decree attached hereto IS ADOPTED without change, addition, or modification.

6. IT IS FURTHER ORDERED that the investigation by the Bureau of the matters noted above IS TERMINATED.

7. IT IS FURTHER ORDERED that copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to Beasley Media Group Licenses, LLC, 3033 Rivera Drive,

¹ See e.g., *Time Warner Cable, Inc.*, Memorandum Opinion and Order, 24 FCC Rcd 879, 904, n.121 (MB, WCB, WTB, IB 2009).

² 47 U.S.C. § 310.

³ 47 CFR § 73.3540.

⁴ 47 U.S.C. § 4(i).

⁵ 47 CFR §§ 0.61, 0.283.

Suite 200, Naples, FL 34103, and to its counsel, Sally A. Buckman, Esq., Lerman Senter PLLC, 2001 L. Street NW, Suite 400, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Michelle M. Carey

Michelle M. Carey
Chief, Media Bureau

CONSENT DECREE**I. Introduction**

1. This Consent Decree is entered into by and between the Media Bureau of the Federal Communications Commission and Beasley Media Group Licenses, LLC, and its ultimate parent corporation Beasley Broadcast Group, Inc. and its subsidiaries, divisions and affiliates, for the purpose of terminating the Media Bureau's investigation concerning compliance with Section 73.3540 of the FCC's rules, 47 CFR §73.3540 and Section 310(d) of the Communications Act of 1934, as amended, 47 U.S.C. § 310(d).

II. Definitions

2. For purposes of this Consent Decree, the following definitions shall apply:

- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. §151 *et seq.*;
- (b) "Adopting Order" means the order of the Bureau adopting this Consent Decree;
- (c) "Applications" means the FCC Form 316 applications for consent to *pro forma* assignment of licenses associated with the following lead File Nos. BAL-20180111ADN, *et. al.*; BALH-20180111ADQ, *et. al.*; BALH-20180111ADT, *et. al.*; BALH-20180111ADY, *et. al.*; and File No. BALH-20180111ADX. It further includes FCC Form 316 applications for consent to *pro forma* transfer of control of licenses associated with lead File No. BTCH-20180111AAR, *et. al.*;
- (d) "BBGI" means Beasley Broadcast Group, Inc., and its subsidiaries, divisions and affiliates, as detailed in this Adopting Order;
- (e) "BMGL" means Beasley Media Group, LLC;
- (f) "BMGLL" means Beasley Media Group Licenses, LLC;
- (g) "Bureau" means the Media Bureau of the Federal Communications Commission;
- (h) "Civil Penalty" means the payment Licensee has agreed to pay to the United States Treasury;
- (i) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices;
- (j) "Compliance Plan" means the compliance plan provided in Appendix A, hereto;
- (k) "Effective Date" means the date on which the Bureau releases the Adopting Order;
- (l) "Investigation" means the Bureau's investigation of information contained in the Applications, as detailed herein;
- (m) "Implementation Date" means the date on which the Compliance Plan commences and will occur within 60 days of the Effective Date of the Consent Decree;
- (n) "Licenses" refers to the 86 license authorizations set forth in Appendix B. hereto;
- (o) "Licensee" means BMGLL and its ultimate parent corporation "BBGI," and its subsidiaries, divisions and affiliates, as detailed in this Order;
- (p) "Parties" means BMGLL, BBGI, and the Bureau;

- (q) "Rules" means the FCC's rules, found in Title 47 of the Code of Federal Regulations; and
- (r) "Violations" means the unauthorized *pro forma* assignment and transfer of control of the Licenses in violation of Section 73.3540 of the Rules and Section 310(d) of the Act.

III. Background

3. Section 310(d) of the Act, provides in pertinent part:

No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.⁶

4. On December 31, 2017, BBGI through certain subsidiaries consummated certain *pro forma* assignments and transfers of control of the Licenses without prior Commission consent.⁷ The transactions were part of an internal corporate restructuring of certain subsidiaries of BBGI that held the Licenses. After the *pro forma* assignments and transfers, all of the Licenses are now held by BMGLL, which is now controlled by BMGL, an indirect subsidiary of the ultimate parent corporation BBGI.⁸

5. On January 11, 2018, BMGLL filed the Applications requesting *nunc pro tunc* grant of the unauthorized *pro forma* assignments and transfers of the Licenses. Specifically, five of the Applications seek consent to assign licenses held by the various limited partnership subsidiaries of BBGI to BMGLL. The sixth Application seeks consent to transfer control of BMGLL from Beasley Media Group, Inc., to BMGL.

6. The Parties acknowledge that any proceedings that might result from the Violations would be time-consuming and require a substantial expenditure of public and private resources. In order to conserve such resources, resolve the matter, and promote compliance with the Rules, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

IV. Terms of Agreement

7. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

8. **Jurisdiction.** Licensee agrees that the Bureau has jurisdiction over it and the matters

⁶ 47 U.S.C. § 310(d).

⁷ Applications, Exh. 2 at 1. The Applications report that, with respect to the licenses held by WDAS License Limited Partnership (WDAS), WPOW License Limited Partnership (WPOW), WKIS License Limited Partnership (WKIS), WXTU License Limited Partnership (WXTU), and WQAM License Limited Partnership (WQAM), Beasley Mezzanine Holdings, LLC, a direct wholly-owned subsidiary of BBGI, assigned its .25% ownership in each entity to BMGLL on December 31, 2017. Also for WQAM, Beasley-Reed Acquisition Partnership, an indirect wholly-owned subsidiary of BBGI, assigned its 99.75% interest to BMGLL. (BMGLL itself held a 99.75% interest in WDAS, WPOW, WKIS, and WXTU.) Additionally, also on December 31, 2017, WPOW, WDAS, WKIS, WXTU, and WQAM merged with and into BMGLL. Finally, Beasley Media Group, Inc., sole member of BMGLL, converted from a corporation to BMGL, on December 31, 2017. *Id.* at 1-2.

⁸ *Id.* at 3.

contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

9. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. Upon the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Licensee agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. Any violation of the Adopting Order or the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to enforcement of a Commission order.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Licensee agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the Violations or the existence of this Consent Decree in any action against Licensee, provided that it satisfies all of its obligations under this Consent Decree. In the event that Licensee fails to satisfy any of its obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to each Violation, and/or the violation of this Consent Decree.

11. **Admission of Liability.** BMGLL stipulates, in express reliance on the provisions of Paragraph 10 hereof, that its actions described in Paragraphs 4 and 5 violated Section 310(d) of the Act and Section 73.3540 of the Rules.

12. **Civil Penalty.** Licensee agrees to make the Civil Penalty payment to the United States Treasury in the amount of fifteen thousand dollars (\$15,000), within thirty (30) calendar days of the Effective Date. Licensee acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in Section 3701(b)(1) of the Debt Collection Improvement Act of 1996.⁹

13. **Payment.** Licensee will also send electronic notification of payment to Kim Varner at Kim.Varner@fcc.gov and Michael Wagner at Michael.Wagner@fcc.gov on the date said payment is made. Such payment will be made, without further protest or recourse to a *trial de novo*, by a check or similar instrument, wire transfer or credit card and must include the Account Number and FRN referenced in the caption to the Order. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to the Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lock box #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.

⁹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

14. **Qualifications; Agreement to Grant.** The Bureau finds that its Investigation raises no substantial and material questions of fact as to whether Licensee possesses the basic qualifications, including those relating to character, to hold a Commission license or authorization. Accordingly, the Bureau agrees to grant the Applications, after the Effective Date, provided that the following conditions have been met: 1) the Civil Penalty payment, referenced in paragraph 12 of this Decree, has been fully and timely satisfied; and 2) there are no issues other than the Violations that would preclude grant of the Applications.¹⁰

15. **Waivers.** Licensee agrees to waive any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order, provided the Consent Decree is adopted without change, addition or modification. If any Party (or the United States on behalf of the Commission), brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, no Party will contest the validity of the Consent Decree or Adopting Order, and Licensee will waive any statutory right to a *trial de novo*. Licensee further agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and Section 1.1501 *et. seq.* of the Rules relating to the Consent Decree or Adopting Order.

16. **Severability.** The Parties agree that if a court of competent jurisdiction renders any of the provisions of this Consent Decree unenforceable, such unenforceability shall not render unenforceable the Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

17. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

18. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Licensee does not expressly consent), such provision will be superseded by such Rule or Order.

19. **Successors and Assigns.** Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

20. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

21. **Modifications.** This Consent Decree cannot be modified or amended without the advance written consent of all Parties.

22. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

23. **Authorized Representative.** Each Party represents and warrants to the other Party that it has

¹⁰ Grant of the Applications will not be *nunc pro tunc*. See, e.g., *Time Warner Cable, Inc.*, Memorandum Opinion and Order, 24 FCC Rcd 879, 904, n.121 (MB, WCB, WTB, IB 2009).

full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

24. Counterparts. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: _____
Michelle M. Carey, Chief

Date: _____

BEASLEY BROADCAST GROUP, INC.

By: Caroline Beasley
Caroline Beasley, CEO

Date: 3-20-18

full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

24. **Counterparts.** This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: Michelle M. Carey
Michelle M. Carey, Chief

Date: 3/22/18

BEASLEY BROADCAST GROUP, INC.

By: _____
Caroline Beasley, CEO

Date: _____

APPENDIX A: COMPLIANCE PLAN

For a period of three (3) years commencing on the Implementation Date of the Compliance Plan, BMGLL, and its ultimate parent corporation BBGI, and its subsidiaries, divisions and affiliates and/or any other successor-in-interest, as appropriate, will institute the following procedures to ensure compliance with the Rules. Unless otherwise provided, all terms defined in the Consent Decree apply to this Compliance Plan. In addition, except as otherwise provided, all requirements are to occur by the Implementation Date, which is within 60 days of the Effective Date of the Adopting Order.

- I. **FCC Compliance Officer.** Licensee shall designate an FCC Compliance Officer who will administer the Compliance Plan, supervise Licensee's compliance with the Act and the Rules, and serve as the point of contact on behalf of Licensee for all FCC-related compliance matters.
- II. **Compliance Manual.** The FCC Compliance Officer shall develop and distribute a Compliance Manual to employees and others who perform duties for Licensee that trigger or may trigger compliance-related responsibilities. The Compliance Manual shall include: (1) an overview of the Commission's requirements with respect to applications for assignment or transfer of control of FCC licenses, including the need for prior approval for license assignments and transfers of control, and the requirements set forth in the Rules at issue in the Investigation and; (2) a description of the regulatory requirements applicable to the accurate reporting of information in assignment and transfer of control applications. Licensee shall update the Compliance Manual from time to time to reflect changes to relevant sections of the Act, Rules, and Commission orders, and as otherwise needed.
- III. **Compliance Training Program.** Within 90 days of the Effective Date, Licensee shall begin administering a Compliance Training Program for employees and others who perform duties for Licensee related to assignment and transfer of control applications. This Compliance Training Program shall be completed for all such employees within one hundred and twenty (120) days of the Effective Date. This Compliance Training Program shall also be presented to new employees who are engaged in such activities, within the first sixty (60) calendar days of employment. This Compliance Training Program shall track the Compliance Manual, focusing on proper implementation of the Compliance Manual.
- IV. **Compliance Reports.** Licensee shall submit a Compliance Report to the Commission 90 days after the Effective Date and annually thereafter on the anniversary of the Effective Date until the Termination Date. Each Compliance Report will include a certification by the FCC Compliance Officer, as an agent of and on behalf of Licensee, stating that he/she has personal knowledge that: (1) Licensee has established operating procedures intended to ensure compliance with the terms and conditions of this Consent Decree and with Section 310(d) of the Act and Section 73.3540 of the Rules, together with an accompanying statement explaining the basis for the certification; (2) Licensee has been utilizing those procedures since the previous Compliance Report was submitted; and (3) Licensee is not aware of any instances of non-compliance with the Consent Decree or those specified sections of the Act and Rules. The certification must comply with section 1.16 of the Commission's Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein. If the FCC Compliance Officer cannot provide the requisite certification, he/she shall provide the Commission with a detailed explanation of: (i) any instances of non-compliance with this Consent Decree and the Act or Rules, and (ii) the steps that Licensee has taken or will take to remedy each instance of non-compliance and ensure future compliance, and the schedule on which proposed remedial actions will be taken. A copy will be served on Michael F. Wagner, Assistant Chief, Audio Division, Media Bureau,

Federal Communications Commission and e-mailed to him at Michael.Wagner@fcc.gov.

APPENDIX B: STATIONS SUBJECT TO PRO FORMA ASSIGNMENTS AND TRANSFERS**I. STATIONS SUBJECT TO PRO FORMA ASSIGNMENTS****A. FROM WDAS LICENSE LIMITED PARTNERSHIP (ASSIGNOR) TO BEASLEY MEDIA GROUP LICENSES, LLC (ASSIGNEE)**

Call Sign	Service	City	State	Facility Id.	Prefix	File Number
WHFS	AM	SEFFNER	FL	28629	BAL	20180111ADN
WLLD	FM	LAKELAND	FL	51987	BALH	20180111ADO
WQYK-FM	FM	ST. PETERSBURG	FL	28619	BALH	20180111ADP

B. FROM WKIS LICENSE LIMITED PARTNERSHIP (ASSIGNOR) TO BEASLEY MEDIA GROUP LICENSES, LLC (ASSIGNEE)

Call Sign	Service	City	State	Facility Id.	Prefix	File Number
WBAV-FM	FM	GASTONIA	NC	6587	BALH	20180111ADQ
WBCN	AM	CHARLOTTE	NC	87037	BAL	20180111ADR
WKQC	FM	CHARLOTTE	NC	20338	BALH	20180111ADS

C. FROM WPOW LICENSE LIMITED PARTNERSHIP (ASSIGNOR) TO BEASLEY MEDIA GROUP LICENSES, LLC (ASSIGNEE)

Call Sign	Service	City	State	Facility Id.	Prefix	File Number
WNKS	FM	CHARLOTTE	NC	53975	BALH	20180111ADT
WPBB	FM	HOLMES BEACH	FL	18527	BALH	20180111ADU
WPEG	FM	CONCORD	NC	6586	BALH	20180111ADV

D. FROM WQAM LICENSE LIMITED PARTNERSHIP (ASSIGNOR) TO BEASLEY MEDIA GROUP LICENSES, LLC (ASSIGNEE)

Call Sign	Service	City	State	Facility Id.	Prefix	File Number
WYUU	FM	SAFETY HARBOR	FL	18512	BALH	20180111ADX

E. FROM WXTU LICENSE LIMITED PARTNERSHIP (ASSIGNOR) TO BEASLEY MEDIA GROUP LICENSES, LLC (ASSIGNEE)

Call Sign	Service	City	State	Facility Id.	Prefix	File Number
WRBQ-FM	FM	TAMPA	FL	11943	BALH	20180111ADY
WSOC-FM	FM	CHARLOTTE	NC	20339	BALH	20180111ADZ
WTEL	AM	PHILADELPHIA	PA	28626	BAL	20180111AEA

II. STATIONS SUBJECT TO *PRO FORMA* TRANSFERS: BEASLEY MEDIA GROUP LICENSES, LLC (LICENSEE) FROM BEASLEY MEDIA GROUP, INC. (TRANSFEROR) TO BEASLEY MEDIA GROUP, LLC (TRANSFeree)

Call Sign	Service	City	State	Facility Id.	Prefix	File Number
KCYE	FM	BOULDER CITY	NV	57281	BTCH	20180111AAR
K268CS	FX	LAS VEGAS	NV	157046	BTCH	20180111AAS
KDWN	AM	LAS VEGAS	NV	54686	BTC	20180111AAT
KKLZ	FM	LAS VEGAS	NV	40757	BTCH	20180111AAU
KOAS	FM	DOLAN SPRINGS	AZ	25692	BTCH	20180111AAV
KOAS-FM1	FB	HENDERSON	NV	132721	BTCFTB	20180111AAW
KVGS	FM	MEADVIEW	AZ	25752	BTCH	20180111AAX
KVGS-FM1	FB	HENDERSON	NV	132722	BTCFTB	20180111AAZ
W221DW	FX	TAMPA	FL	138681	BTCFT	20180111AAZ
W228DK	FX	FAYETTEVILLE	NC	151893	BTCFT	20180111ABA
W232CI	FX	FAYETTEVILLE	NC	139804	BTCFT	20180111ABB
W234BY	FX	CHARLOTTE	NC	156552	BTCFT	20180111ABC
W237BD	FX	BOCA RATON	FL	138667	BTCFT	20180111ABD
W238AU	FX	AUGUSTA	GA	151831	BTCFT	20180111ABE
W243BM	FX	SUNCOAST ESTATES	FL	146788	BTCFT	20180111ABF
W245BC	FX	LAUDERDALE LAKES	FL	138625	BTCFT	20180111ABG
W251AL	FX	FORT MYERS	FL	139037	BTCFT	20180111ABH
W264AM	FX	TOMS RIVER	NJ	77770	BTCFT	20180111ABI
W268AH	FX	BONITA SPRINGS	FL	138952	BTCFT	20180111ABJ
W270CY	FX	AUGUSTA	GA	144142	BTCFT	20180111ABK
W276CX	FX	NEW PORT RICHEY	FL	156026	BTCFT	20180111ABL
W280DU	FX	BOCA RATON	FL	142696	BTCFT	20180111ABM
W282BY	FX	FORT MYERS	FL	139201	BTCFT	20180111ABN
W285FF	FX	PHILADELPHIA	PA	141529	BTCFT	20180111ABO
W286AK	FX	NAPLES	FL	138900	BTCFT	20180111ABP
W291CZ	FX	BOSTON	MA	144592	BTCFT	20180111ABQ
W295CF	FX	CLEARWATER	FL	139253	BTCFT	20180111ABR
W300AO	FX	MANAHAWKIN	NJ	77769	BTCFT	20180111ABS
WAEC	AM	ATLANTA	GA	22132	BTC	20180111ABT

Call Sign	Service	City	State	Facility Id.	Prefix	File Number
WAZZ	AM	FAYETTEVILLE	NC	72058	BTC	20180111ABU
WBEN-FM	FM	PHILADELPHIA	PA	22308	BTCH	20180111ABV
WBOS	FM	BROOKLINE	MA	23439	BTCH	20180111ABW
WBQT	FM	BOSTON	MA	25050	BTCH	20180111ABX
WBZ-FM	FM	BOSTON	MA	1901	BTCH	20180111ABY
WCHZ-FM	FM	WARRENTON	GA	17129	BTCH	20180111ABZ
WCSX	FM	BIRMINGHAM	MI	25084	BTCH	20180111ACA
WCTC	AM	NEWS BRUNSWICK	NJ	55180	BTC	20180111ACB
WDHA-FM	FM	DOVER	NJ	49587	BTCH	20180111ACC
WDRR	FM	MARTINEZ	GA	14667	BTCH	20180111ACD
WFLB	FM	LAURINBURG	NC	9078	BTCH	20180111ACE
WGAC	AM	AUGUSTA	GA	4435	BTC	20180111ACF
WGAC-FM	FM	HARLEM	GA	24423	BTCH	20180111ACG
WGUS-FM	FM	NEW ELLENTON	SC	25467	BTCH	20180111ACH
WHHD	FM	CLEARWATER	SC	24148	BTCH	20180111ACI
WHSR	AM	POMPANO BEACH	FL	27420	BTC	20180111ACJ
WJBR-FM	FM	WILMINGTON	DE	14374	BTCH	20180111ACK
WJBX	AM	NORTH FORT MYERS	FL	4437	BTC	20180111ACL
WJPT	FM	FORT MYERS	FL	74080	BTCH	20180111ACM
WJRZ-FM	FM	MANAHAWKIN	NJ	31078	BTCH	20180111ACN
WKLB-FM	FM	WALTHAM	MA	10542	BTCH	20180111ACO
WKML	FM	LUMBERTON	NC	37252	BTCH	20180111ACP
WKXC-FM	FM	AIKEN	SC	24147	BTCH	20180111ACQ
WMGC-FM	FM	DETROIT	MI	40407	BTCH	20180111ACR
WMGK	FM	PHILADELPHIA	PA	25094	BTCH	20180111ACS
WMGQ	FM	NEW BRUNSWICK	NJ	55179	BTCH	20180111ACT
WMMR	FM	PHILADELPHIA	PA	25438	BTCH	20180111ACU
WMTR	AM	MORRISTOWN	NJ	49586	BTC	20180111ACV
WPEN	FM	BURLINGTON	NJ	47427	BTCH	20180111ACW
WRAT	FM	POINT PLEASANT	NJ	59530	BTCH	20180111ACX
WRCA	AM	WATERTOWN	MA	60695	BTC	20180111ACY
WRDW	AM	AUGUSTA	GA	87174	BTC	20180111ACZ

Call Sign	Service	City	State	Facility Id.	Prefix	File Number
WRIF	FM	DETROIT	MI	11278	BTCH	20180111ADA
WROR-FM	FM	FRAMINGHAM	MA	20438	BTCH	20180111ADB
WRXK-FM	FM	BONITA SPRINGS	FL	73976	BTCH	20180111ADC
WSBR	AM	BOCA RATON	FL	60634	BTC	20180111ADD
WTMR	AM	CAMDEN	NJ	24658	BTC	20180111ADE
WUKS	FM	ST. PAULS	NC	39239	BTCH	20180111ADF
WWCN	FM	FORT MYERS BEACH	FL	74286	BTCH	20180111ADG
WWDB	AM	PHILADELPHIA	PA	74085	BTC	20180111ADH
WWNN	AM	POMPANO BEACH	FL	73930	BTC	20180111ADI
WWWE	AM	HAPEVILLE	GA	71603	BTC	20180111ADJ
WXKB	FM	CAPE CORAL	FL	73933	BTCH	20180111ADK
WZFX	FM	WHITEVILLE	NC	32376	BTCH	20180111ADL