

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment Agreement") is made and entered into this 17th day of September 2003 by and between Davis Broadcasting, Inc. of Columbus, a Delaware corporation ("Assignor"), and Davis Broadcasting of Atlanta, L.L.C., a Delaware limited liability company ("Assignee").

BACKGROUND

A. Assignor is a party to an Asset Purchase Agreement dated April 30, 2003 among Buford Broadcasting, Inc., Lake Radio, Inc. and Buyer (the "APA"). Defined terms used but not defined herein shall have the same meanings assigned to such terms in the APA.

B. Assignor is also a party to an Escrow Agreement dated the 30th day of April 2003 among Buyer and Seller (the "Escrow Agreement").

C. Assignor desires to assign to Assignee all rights of Assignor set forth in the APA, including the right to acquire from Seller pursuant to the APA all of the Station Assets. Assignee is willing to assume all obligations, liabilities and duties of Assignor set forth in the APA.

D. Assignor also desires to assign to Assignee, and Assignee is willing to accept and assume from Assignor, all rights, obligations, liabilities and duties under the Escrow Agreement.

Accordingly, in consideration of the foregoing and of the mutual promises, covenants and conditions set forth below, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts an assignment from Assignor, all rights of Assignor set forth in the APA, including the right to acquire from Seller pursuant to the APA all of the Station Assets.
2. Assignee hereby assumes from Assignor all obligations, liabilities and duties of Assignor under the APA.
3. Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all rights of Assignor under the Escrow Agreement.
4. Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all obligations, liabilities and duties of Assignor under the Escrow Agreement.
5. This Assignment Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

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

DAVIS BROADCASTING, INC. OF COLUMBUS

By: Gregory A. Davis

Name: Gregory A. Davis

Title: President

DAVIS BROADCASTING OF ATLANTA, L.L.C.

By: Gregory A. Davis

Name: Gregory A. Davis

Title: Manager