

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") entered into as of January 13, 2004 ("Effective Date"), by Ashville Radio Partners, LLC, a South Carolina limited liability company, with a mailing address of 1311 Chuck Dawley Blvd., Suite 202, Mount Pleasant, SC 29464 ("Buyer"), and Liberty Productions, a Limited Partnership, a North Carolina limited partnership with a mailing address of 30 Lakeview Road, Asheville, North Carolina 28804 ("Seller"). Certain capitalized terms defined herein are indexed in Section 10 hereof.

RECITALS:

WHEREAS, Seller is the permittee and operator of radio station WOXL-FM (96.5 MHz-Channel 243C3) (FCC Facility Identification Number 37242), Biltmore Forest, North Carolina (the "Station"), holding valid authorizations for the operation thereof from the Federal Communications Commission (together with any successor thereto, the "FCC"), and Seller is the owner of all of the tangible and intangible personal property used or useful in connection with the operation of the Station;

WHEREAS, Buyer and Seller entered into a Time Brokerage Agreement dated as of February, 2002 (the "TBA") and a Lease Agreement dated as of February, 2002 (the "WOXL Lease") with respect to the Station;

WHEREAS, Seller desires to sell, and Buyer desires to purchase, substantially all of the properties and assets used or useful in connection with the operation of the Station, all subject to the terms and conditions set forth herein; and

WHEREAS, consent of the FCC is required prior to such sale and purchase.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein, the parties agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS

1.1. Sale of Assets.

(a) Subject to the provisions of this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, on the Closing Date (as defined in Section 1.4 hereof), all of the assets and rights of every kind and nature, real, personal, and mixed, tangible and intangible, now or hereafter owned by Seller or in which Seller now or hereafter has an interest used or useful in connection with the business and operation of the Station, including all such assets and rights acquired by Seller or arising between the date hereof and the Closing Date (but excluding any Excluded Property, as defined in Section 1.1(b)),

and including, without limitation, the following:

(i) All tangible personal property and physical assets wherever located (collectively, the “Tangible Assets”), used or useful in connection with the business and operation of the Station as set forth on Schedule 1.1(a)(i) hereto;

(ii) All governmental licenses, franchises, approvals, certificates, authorizations, permits and rights and applications therefore, including, but not limited to, antenna structure registration numbers, FCC Consolidated Database Account Numbers and related passwords (collectively, the “Licenses”) set forth on Schedule 1.1(a)(ii) hereto;

(iii) The equipment leases, tower space leases for the tower located in Buncombe County, programming and other contracts relating to the Station described in the Schedule of Contracts attached hereto as Schedule 1.1(a)(iii); such other contracts, business agreements, leases and arrangements existing on the Closing Date and entered into by Seller with persons or entities other than its affiliates, in the ordinary course of business consistent with past practices between the date hereof and the Closing Date which in the aggregate involve consideration payable or receivable not in excess of \$5,000 (the “Other Station Contracts”); and those additional contracts, business agreements, leases and arrangements used in the operation of the Station which are not specifically disclosed in this Agreement or the Schedules hereto or which are entered into by Seller between the date hereof and the Closing Date which, in either case, Buyer may, in its discretion, agree in writing to assume (all of the foregoing and the Other Station Contracts, being herein collectively referred to as the “Assumed Contracts”);

(iv) Originals or, if originals are unavailable, copies of Seller’s files, books, and records relating to the Subject Assets (as hereinafter defined), including, without limitation, tapes, computer disks and electronic data processing software used or usable in the operation of the Station, accounting journals and ledgers, FCC filings, customer lists, and the Station’s log books;

(v) All of Seller’s rights and interests to the use of the call letters of the Station as call letters or as part of a tradename;

(vi) All of Seller’s rights in and to all copyrights, logos, trademarks, service marks, trade names, current slogans, jingles, computer programs (and all goodwill associated with the foregoing) to the extent owned by Seller or its affiliates, non-governmental licenses, intellectual property, and other intangible property rights owned by, or licensed or franchised to, Seller and used by the Station, including those described in the Schedule of Intangible Assets attached hereto as Schedule 1.1(a)(vi);

(vii) All goodwill relating to the Station; and

(viii) All non-cash accounts receivable in respect of Assumed Trade-Out Agreements.

(b) There shall, however, be excluded from such purchase and sale the following property owned by Seller (the "Excluded Property"):

(i) Unless specifically governed by the TBA or WOXL Lease, cash accounts receivable, notes receivable, cash and cash equivalents, including, but not limited to, federal income tax deposit and marketable securities, or money market instruments, including unprocessed checks, savings and other deposits and certificates of deposit, all to the extent derived from the operation of the Station prior to the Closing Date, subject to the provisions of clause (iii) below;

(ii) Seller's business entity records and such other records as deal exclusively with Seller's organization, capitalization or financial affairs; and

(iii) Assets sold by Seller following the Effective Date and prior to the Closing Date in accordance with the provisions of this Agreement; provided, however, that, any proceeds of such sales shall not constitute Excluded Property.

(c) The assets of the Seller to be sold to and purchased by the Buyer under this Agreement are hereinafter collectively referred to as the "Subject Assets."

1.2. Assumption of Liabilities.

(a) Buyer is not agreeing to, and shall not, assume any other liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution, delivery and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement, except for (i) obligations of Buyer pursuant to the TBA or WOXL Lease; (ii) obligations accruing after the Closing under the Assumed Contracts; and (iii) items for which Buyer received a proration credit at Closing, including, without limitation, those liabilities and obligations of Seller assumed by Buyer on the Closing Date, at Buyer's election pursuant to Section 1.7(c) (such assumption of liability being limited to the amount of the credit so received). Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter other than liabilities and obligations arising following the Closing under such employment agreements, if any, as constitute Assumed Contracts. Seller covenants and agrees to pay when due prior to and following the Closing all of Seller's debts, liabilities and other obligations to trade creditors and employees except to the extent such debts, liabilities and obligations shall have been expressly assumed by Buyer in writing at the Closing.

(b) On the Closing Date, Buyer may, in its sole discretion, elect to assume such additional liabilities and obligations of Seller outstanding as of the Closing Date as Buyer shall specify in a writing delivered to Seller at or prior to the Closing. In such event, the Purchase Price shall be adjusted downward to reflect those liabilities and obligations of Seller the payment

and performance of which Buyer has elected in writing to assume. Such adjustment to the Purchase Price shall be equal to the aggregate amount of such additional liabilities and obligations so assumed by Buyer.

1.3. Purchase Price.

(a) The total purchase price for the Subject Assets shall be: (i) the sum of Four Hundred Fifty Thousand Dollars (\$450,000), payable in cash at Closing (the "Cash Purchase Price"), (ii) the cancellation of all outstanding indebtedness owed by Seller to Buyer pursuant to the terms of that certain Amended and Restated Term Loan Agreement, dated August 21, 2001, as such agreement has been amended to date (the "Term Loan Agreement") and (iii) the payment and discharge at Closing of the total amount of liabilities which have been incurred by Seller between August 21, 2001 and the date of Closing, in the acquisition of the FCC Licenses, defense of the grant and issuance of the FCC Licenses or the construction or operation of the Station, which have not previously been reimbursed to Seller pursuant to the terms of the TBA, which liabilities shall be set forth in a schedule to be delivered by Seller to Buyer at least three (3) days prior to the Closing (collectively with the Cash Purchase Price, the "Purchase Price").

(b) On the Closing Date, Buyer shall (i) cause to be paid in immediately available funds by wire transfer to a bank account designated in writing by Seller at least one day prior to the Closing Date the Cash Purchase Price, (ii) take such actions as may be necessary to cancel all outstanding indebtedness owed by Seller to Buyer under the Term Loan Agreement, and (iii) take such actions as may be necessary to pay and discharge any liabilities of Seller, as referenced in Section 1.3(a)(iii).

(c) Allocation of Purchase Price. As contemplated under Section 1060 of the Internal Revenue Code, Buyer and Seller shall each submit Form 8594 to the Internal Revenue Service following the Closing. Buyer and Seller shall agree to the allocation of the Purchase Price within thirty (30) days prior to the Closing Date, and such allocation shall be reflected in each party's Form 8594.

1.4. Time and Place of Closing. The closing of the purchase and sale provided for in this Agreement (herein referred to as the "Closing") shall take place at 10:00 a.m. on the first business day of the first month immediately following the satisfaction of conditions set forth in Section 6.1 (the "Closing Date"), provided, however that in no event shall the Closing Date be later than ten (10) days after the FCC Final Action (as defined in Section 6.1). The Closing shall be held at the offices of Dungan & Associates, PA, One Rankin Avenue, Third Floor Asheville, North Carolina, or at such other place or in such other manner as the parties may agree.

1.5. Closing. At the Closing:

(a) Seller shall convey, transfer, and assign to Buyer, and shall deliver to Buyer such instruments of conveyance, transfer, and assignment, in form and substance reasonably satisfactory to Buyer and its counsel (the "Transfer Instruments"), and any required consents of

third parties (including, without limitation, satisfactory estoppel language as to the absence of defaults and the completeness of documentation of the respective lessors, and any other persons or entities whose consents may be required to permit Seller to assign or Buyer to assume the liabilities, contracts, leases, licenses, understandings and agreements constituting the Assumed Contracts), as shall be sufficient to convey, transfer and assign to Buyer (i) sole and exclusive right, title and interest in and to all the Subject Assets, in each case free and clear of all liens, pledges, encumbrances and claims of third parties, except for easements, restrictions and encumbrances specifically designated in the Schedule of Encumbrances attached hereto as Schedule 1.5 as continuing following the Closing, such instruments to include warranty bills of sale with respect to the Subject Assets, in each case in form consistent with the terms of this Agreement;

(b) Buyer shall deliver to Seller the Purchase Price.

(c) Buyer shall assume the Assumed Contracts in accordance with Section 1.2 pursuant to instruments of assumption in form and substance reasonably satisfactory to Seller and its counsel (the "Assumption Agreement");

(d) Seller shall cause to be delivered the certificates and other documents required to be delivered pursuant to this Agreement; and

(e) Seller shall deliver to Buyer all of Seller's files and records which relate to the Subject Assets, including, without limitation, all log books relating to the Station, and Seller shall put Buyer in actual possession of the Subject Assets and such files and records.

1.6. Covenants To Be Performed After the Closing. After the Closing, each of Seller and Buyer shall, from time to time upon the other party's request, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such further deeds, assignments, documents, instruments, transfers, conveyances, discharges, releases, assurances and consents, and to take or cause to be taken such further actions, as such other party may reasonably request to carry out the transactions contemplated by, and the purposes of, this Agreement.

1.7. Termination.

(a) This Agreement may be terminated at any time by:

(i) the mutual written consent of the parties hereto;

(ii) either Buyer or Seller if the Closing does not occur within one (1) year from the date the Assignment Application (as hereinafter defined) is accepted by the FCC;

(iii) Buyer, if any of the conditions precedent to Buyer's obligations to close shall not have been either fulfilled or waived by Buyer on or before the Closing, or if Seller shall have breached any of its representations, warranties or obligations hereunder which are qualified

by a standard of materiality or words of similar import, or if Seller shall have breached in any material respect any other representation, warranty or obligation hereunder and, in either case, such breach shall not have been cured in all material respects or waived prior to the earlier of the Closing Date or within thirty (30) days after the Buyer has given written notice to Seller of such breach;

(iv) Seller, if any of the conditions precedent to Seller's obligations to close shall not have been either fulfilled or waived by Seller on or before the Closing, or if Buyer shall have breached any of its representations, warranties or obligations hereunder which are qualified by a standard of materiality or words of similar import, or if Buyer shall have breached in any material respect any other representation, warranty or obligation hereunder and, in either case, such breach shall not have been cured in all material respects or waived prior to the earlier of the Closing Date or within thirty (30) days after Seller has given written notice to Buyer of such breach; or

(v) Buyer or Seller, if the FCC for any reason designates for hearing the Assignment Application.

(b) In the event of the termination of this Agreement by Buyer or Seller pursuant to this Section 1.8, written notice thereof shall promptly be given to the other party and, except as otherwise provided herein, the transactions contemplated by this Agreement shall be terminated, without further action by any party. Nothing in this Section 1.6 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or to impair the right of Buyer to compel specific performance of Seller of its obligations under this Agreement.

(c) Notwithstanding the provisions of Sections 1.6(a) and (b) above, no party may terminate this Agreement if such party is in default hereunder, or if a delay in any decision or determination by the FCC respecting the Assignment Application has been caused or materially contributed to (i) by any failure of such party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the FCC; and (iii) by any other action taken by such party for the purpose of delaying the FCC's decision or determination respecting the Assignment Application.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that:

2.1. Organization and Qualification of Seller. Seller is a limited partnership duly organized, validly existing and in good standing under the laws of the State of North Carolina and is duly qualified to transact business in the State of North Carolina and in every other jurisdiction in which the nature of its business or the ownership or leasing of its properties requires such qualification.

2.2. Authority of Seller. Seller has the power and authority to execute, deliver and perform this Agreement, and, upon Closing, the Transfer Instruments and all other agreements, documents and instruments to be executed and delivered by Seller pursuant hereto (collectively, the “Seller Agreements”) and to own the Subject Assets and operate the Station prior to the consummation of the transactions contemplated hereby. Seller has taken all necessary action to authorize the execution, delivery and performance by Seller of this Agreement and the Seller Agreements.

2.3. Binding Effect. This Agreement constitutes, and upon execution on the Closing Date the other Seller Agreements will constitute, the legal, valid, and binding obligations of Seller enforceable in accordance with their terms subject to bankruptcy, reorganization and similar laws affecting the rights of creditors generally (the “Enforceability Exception”).

2.4. No Violation. Neither the execution and delivery by Seller of this Agreement and the Seller Agreements, nor the consummation of the transactions contemplated hereby or thereby, violate or will violate any provision of law or any order, judgment or decree of any court or other agency of government, including, without limitation, the FCC, or any provision of the certificate of formation or limited partnership agreement of Seller, or conflict with or will result in any breach of any term, condition or provision of, or constitute or will constitute (with due notice or lapse of time or both) a default under, or will result in the creation or imposition of any lien, charge or encumbrance upon any of the properties or assets of Seller pursuant to the terms of, any mortgage, deed of trust or other agreement or instrument to which Seller is a party or by which or to which Seller or any of its assets are subject or bound.

2.5. Title to Properties; Liens; Condition of Properties.

(a) All leases to be assigned hereunder are valid, binding and enforceable against Seller subject to the Enforceability Exception and, to the best of Seller’s knowledge, all other parties thereto in accordance with their terms, and neither Seller nor, to the best of Seller’s knowledge, any other party thereto is in default thereunder. Seller owns the sole and exclusive right, title and interest in and to all Subject Assets free and clear of all security interests, mortgages, pledges, liens (including mechanics and materialmen liens), conditional sales agreements, leases, encumbrances, easements, charges or claims of third parties of any nature whatsoever, except as set forth in Schedule 1.5, all of which (other than those specifically designated as continuing following the Closing) shall be released or discharged at or prior to the Closing.

(b) All and Tangible Assets, and Seller’s use of the same, (i) comply in all material respects with all laws, ordinances, codes, regulations and other requirements of any governmental or other authority having jurisdiction over such Subject Assets, including but not limited to building, safety, environmental and health laws, ordinances, codes, regulations and other requirements of any such authorities; and (ii) meet, and will as of the Closing Date meet the requirements, standards, rules and regulations of the FCC and of all Licenses.

(c) The transmitters for the Station are operating in accordance with and within the

parameters established by the FCC and the Station's Licenses. The Tangible Assets being conveyed pursuant to this Agreement are, and at the Closing will be, in good operating condition and repair and suitable for use in the operation of the Station, ordinary wear and tear excepted.

2.6. Tax Matters. Except as set forth in Schedule 2.6, all federal, state, county and local tax returns, reports and declarations of estimated tax or estimated tax deposit forms required to be filed by Seller in connection with its operations, personal property or payroll have been duly and timely filed (after taking into account any extensions therefor). Except as set forth in Schedule 2.6, Seller has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it, and has paid all installments of estimated taxes due; and all taxes, levies and other assessments which Seller is required by law to withhold or to collect have been duly withheld and collected, and have been paid over to the proper governmental authorities or are held by Seller for such payment.

2.7. Licenses. Except as set forth on Schedule 1.1(a)(ii), the Licenses constitute all material licenses, permits and governmental authorizations and approvals necessary for the operation of the Station. Seller has duly obtained and legally and validly holds all Licenses, all of which are valid and in full force and effect as presently operated. A Petition for Reconsideration and/or Clarification was filed with the FCC on June 13, 2001, by Sutton Radiocasting Corporation, seeking reconsideration of the FCC's Memorandum Opinion and Order (FCC 01-129), released May 25, 2001, which granted Liberty's Application for Construction Permit (File No. BPH-19870831MI). In the alternative, the Petition requested clarification that the FCC "did not accept for filing or grant Liberty's requested one step upgrade from Channel 243A to Channel 243C3". A Petition for Reconsideration was filed with the FCC on September 5, 2001, by Sorenson Southeast Radio, LLC, seeking reconsideration in part of the FCC's Memorandum Opinion and Order (01-129), released May 25, 2001, which granted Liberty's Application for Construction Permit (File No. BPH-19870831MI), and such Petition for Reconsideration remains pending as of the date of this Agreement. Therefore, the FCC's action, granting Liberty's Application for the Construction Permit under which Liberty operates the Station, is not a Final Action, as defined in Section 6.1 hereof. An Informal Objection was filed with the FCC on May 10, 2002, by Sutton Radiocasting Corporation, a successor in interest to Sorenson Southeast Radio, LLC, opposing the grant of Liberty's Application for License (File No. BLH-20020220AAL) and requesting that the same be held in abeyance pending resolution of the pending Petition for Reconsideration. A Petition for Writ of Certiorari was filed with the U.S. Supreme Court by Biltmore Forest Broadcasting FM, Inc. on July 8, 2003, Docket No. 03-48. Certiorari was denied by Order filed November 3, 2003. The time for filing petitions for rehearing expired November 28, 2003, and no such petition was filed. Except as stated above or in Schedule 1.1(a)(ii), no proceeding (judicial, administrative or otherwise) has been commenced or, to Seller's knowledge, threatened against Seller, any of its affiliates, the Station or in respect of any License which could lead to a revocation, suspension or limitation of the rights under any License. Seller is in compliance with each of the Licenses and knows of no state of facts relating to Seller, its affiliates, the Station or the Licenses which could lead to any such revocation, suspension or limitation of any License.

2.8. Insurance; Compliance with Laws; Compliance with FCC Regulation.

(a) A description of all policies of title, liability, fire, worker's compensation and other forms of insurance insuring the Seller's properties, assets and operations relating to the Station are set forth on Schedule 2.8. Except as disclosed on Schedule 2.8, all such policies are in full force and effect, have been underwritten by unaffiliated insurers and are sufficient under applicable law.

(b) Seller has complied with all laws, regulations and orders and all requirements of insurance carriers applicable to the Station, and the present uses by Seller of the Station's assets and properties do not violate any such laws, regulations, orders or requirements. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, board of arbitration or other governmental authority. Seller is not charged with, or to its knowledge threatened with, a charge of or under investigation with respect to, any violation of any provision of any federal, state, local or municipal law or administrative ruling or regulation relating to the Station.

(c) The operation of the Station and all of the Subject Assets are in compliance with (i) all applicable engineering standards required to be met under applicable FCC rules, and (ii) all other applicable federal, state and local rules, regulations, requirements and policies, including all applicable FCC rules.

2.9. Copyrights, Patents, Trademarks, Other Intangibles. Schedule 1.1(a)(vi) lists all copyrights, patents, trademarks, service marks, trade names, current slogans, logos, jingles, computer programs, program rights, non-governmental licenses or other intangible property rights owned by, or licensed or franchised to or used by, Seller and used by the Station, all of which are in good standing and uncontested. Seller has no knowledge of any infringement or unlawful or unauthorized use of such property and, to the best of Seller's knowledge, the operations of the Station do not infringe, and no one has asserted to Seller that such operations infringe upon, any copyright, patent, trademark, tradename, service mark or other similar right of any other party.

2.10. Contracts. Seller and, to Seller's knowledge, each other party thereto have complied in all material respects with all respective provisions of the Assumed Contracts required to be complied with by them and neither Seller nor, to the best of Seller's knowledge, any such other party is in noncompliance in any respect thereunder, and no event has occurred which, but for the passage of time or giving of notice or both would or might constitute such a default thereunder by Seller or any such other party, and there is no outstanding notice of default or termination under any Assumed Contract. The Assumed Contracts are valid, binding and enforceable in accordance with their respective terms subject to the Enforceability Exception, and the sale of the Subject Assets as contemplated herein will in no way affect the validity, enforceability and continuity of any such contracts or agreements if properly assigned to Buyer as contemplated hereby.

2.11. Litigation. Except as set forth in Schedule 2.11, there is no litigation, action, suit, investigation or proceeding (collectively "Proceedings") pending or, to the best of Seller's

knowledge, threatened against Seller, any of its affiliates or the Station or in respect of the Licenses before or by any court or the FCC or any other governmental agency or any board of arbitration, which could, individually or in the aggregate, have a material adverse effect upon Seller or the Subject Assets.

2.12. Material Facts. No representation or warranty made by Seller in this Agreement and no statement made by Seller in any certificate, exhibit, schedule, or other writing executed and delivered by Seller, pursuant hereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary in order to make the statements contained herein or therein not misleading.

2.13. Broker's Fee. Seller has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated by this Agreement. Seller agrees to indemnify and hold Buyer harmless from any claims for brokerage fees, finder's fees or commissions asserted by any person acting on Seller's behalf in connection with this transaction.

2.14. Consents. Other than the consents and approvals of the FCC referred to in Section 3.1, consents of third parties to Assumed Contracts specified on Schedule 1.1(a)(iv), and other consents and filings required by this Agreement or otherwise obtained or completed at or prior to the Closing, Seller is not required to obtain any material consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency or any third party in connection with the execution of this Agreement or any of the Seller Agreements or the consummation of the transactions contemplated hereunder.

SECTION 3. COVENANTS OF SELLER

Seller covenants and agrees that from the date hereof until the Closing Date:

3.1. Approvals. Promptly upon the execution of this Agreement, Seller shall prepare for filing with the FCC Seller's portion of the application for FCC consent to the assignment of the Licenses (the "Assignment Application") and use all reasonable efforts to obtain consent and approval of the FCC (the "FCC Consent") as expeditiously as practicable. Seller shall not intentionally take or omit to take any action that will cause the FCC to deny, delay, or fail to approve the Assignment Application or cause the FCC Consent not to become a Final Action.

3.2. Access. Buyer shall have the right, itself or through its representatives, during normal business hours and after reasonable written notice, to inspect Seller's properties relating to the Station and to inspect and make abstracts and reproductions of all Seller's books and records relating to the Station, including, without limitation, applications and reports to the FCC, and Seller shall furnish Buyer with such information respecting the Subject Assets and Seller's business and financial records relating to the Station as Buyer may, from time to time, reasonably request.

3.3. Conduct of Business. Except for those changes or actions expressly implemented

by mutual consent of Buyer and Seller, Seller shall, to the extent permitted by FCC rules and policies:

(a) refrain from making any sale, lease, transfer or other disposition of any of the Subject Assets having a value per item in excess of \$1,000 and valued in excess of \$5,000 in the aggregate;

(b) refrain from modifying, amending, altering or terminating any of the other Assumed Contracts or waiving any default or breach thereunder or modifying, altering or terminating, any other right relating to or included in the Subject Assets;

(c) maintain insurance on the Subject Assets against loss or damage by fire and all other hazards and risks in an amount consistent with the existing policy amounts described in Schedule 2.8;

(d) maintain its books and records in accordance with prior practice; maintain the Subject Assets in adequate condition, ordinary wear and tear excepted; maintain supplies of inventory and spare parts relating to the Station consistent with past practices; and, except as otherwise specifically provided in this Agreement, otherwise operate the Station in the ordinary course in accordance with past practices;

(e) refrain from taking any action which is not in the usual and ordinary course of business regarding the Subject Assets or which could reasonably be expected to materially adversely affect the value of the Subject Assets;

(f) refrain from hiring, firing, releasing or transferring any employee of the Station without written prior notice to Buyer;

(g) refrain from changing its organizational documents in any way which would adversely affect its power or authority to enter into and perform this Agreement or which would otherwise adversely affect its performance of this Agreement;

(h) operate the Station in accordance with the Licenses and comply with all laws, rules and regulations applicable to it, including the rules and regulations of the FCC;

(i) refrain from subjecting any of the Subject Assets to any new lien, claim, charge, or encumbrance (other than minor liens, claims, charges or encumbrances which will not materially interfere with the occupation, use and enjoyment by Buyer of the Subject Assets in the normal course of its business or impair the value of the Subject Assets and which shall be discharged as of the Closing Date) or from increasing any existing lien, claim, charge or encumbrance;

(j) refrain from doing or omitting to do any act which will cause a breach of, or default under, or termination of, any Assumed Contract;

(k) without in any way limiting Buyer's rights under Section 6.2, take such action as may be reasonably necessary to obtain any required consents of third parties to the transactions contemplated herein, including, without limitation, consents to the assignment of the Assumed Contracts to Buyer and estoppel certificates in customary form with respect thereto;

(l) refrain from entering into any other contract or agreement not in effect on the date hereof and listed on Schedule 1.1(a)(iv), except for contracts entered into in the ordinary course of business which do not involve consideration having a value in excess of \$1,000, individually or an aggregate value in excess of \$5,000 and which may be terminated on not more than ninety (90) day's notice without premium or penalty;

(m) provide to Buyer, concurrently with filing thereof, copies of all reports to and other filings with the FCC relating to the Station;

(o) diligently prosecute the Assignment Application; not permit any of the Licenses to expire or to be surrendered or voluntarily modified, or take any action (or fail to take any action) which could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or limitation of rights under any License; or fail to prosecute with due diligence any pending applications to any governmental authority with respect to the Station or any such Licenses, except for proceedings affecting the radio broadcasting industry generally;

(p) provide to Buyer, promptly upon receipt thereof by Seller, a copy of (i) any notice from the FCC or any other governmental authority of the revocation, suspension, or limitation of the rights under, or of any proceeding for the revocation, suspension, or limitation of the rights under (or that such authority may in the future, as the result of failure to comply with laws or regulations or for any other reason, revoke, suspend or limit the rights under) any License, or any other license or permit held by Seller respecting the Station, and (ii) copies of all protests, complaints, challenges or other documents filed with the FCC by third parties concerning the Station and, promptly upon the filing or making thereof, copies of Seller's responses to such filings;

(q) except as required under FCC rules in the event of repairs to the transmission system of the Station, refrain from filing any application for any construction permit or modification of any License affecting the Station or otherwise changing the Station's facilities;

(r) pay or cause to be paid or provided for when due (except to the extent contested in good faith for which proper reserves shall have been established) all income, property, use, franchise, excise, social security, withholding, worker's compensation and unemployment insurance taxes and all other taxes of or relating to Seller, the Subject Assets and the employees required to be paid to city, county, state, Federal and other governmental units up to the Closing Date;

(s) notify Buyer in writing immediately upon learning of the institution or written threat of any action against Seller involving the Station in any court, or any action against Seller before the FCC or any other governmental agency, and notify Buyer in writing promptly upon

receipt of any administrative or court order relating to the Subject Assets or the Station;

(t) if requested by Buyer, with respect to any Assumed Contract which can be terminated or not renewed by Seller in compliance with the terms thereof, notify the other parties to such Assumed Contract that Seller elects to terminate (or, if applicable, elects not to renew) such Assumed Contract.

3.4. Satisfaction of Conditions. Seller shall use all reasonable efforts to cause all of the conditions set forth in Sections 6.1 and 6.2 to be fulfilled.

3.5. Notice of Commencement of Proceedings or Change in Condition. Prior to the Closing, Seller shall provide written notice to Buyer as soon as possible and in any event within five (5) days of Seller obtaining knowledge of the occurrence of any of the following events, stating in detail the nature thereof: (i) any proceedings instituted against Seller by or in any federal or state court or before any commission, board or other regulatory body, federal, state or local, which, if adversely determined, would have a material adverse effect upon Seller's ability to perform any of its obligations under this Agreement; (ii) any action or threatened action against Seller involving the Station in any court, or any action against Seller before the FCC or any other governmental agency, and (iii) any material adverse change in the condition, financial or otherwise, of the Station or Seller.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF BUYER

In order to induce Seller to enter into this Agreement, Buyer represents and warrants to Seller that:

4.1. Organization of Buyer. Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of North Carolina..

4.2. Authority of Buyer. Buyer has the requisite power to execute, deliver and perform this Agreement, the Assumption Agreement and the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (herein collectively called the "Buyer Agreements") and to own the Subject Assets and operate the Station after the consummation of the transactions contemplated hereby. Prior to the Closing, Buyer will have taken all necessary action to authorize the execution, delivery and performance by Buyer of this Agreement and the Buyer Agreements.

4.3. Binding Effect. This Agreement constitutes, and as of the Closing Date, the other Buyer Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against it in accordance with their terms subject to the Enforceability Exception.

4.4. No Violation. Neither the execution and delivery by Buyer of this Agreement and the Buyer Agreements, nor the consummation of the transactions contemplated hereby or thereby, violate or will violate any provision of law or any order, judgment or decree of any court or other agency of government, including, without limitation, the FCC, or any provision of

Buyer's certificate of formation, operating or limited liability agreement, or conflict with or will result in any breach of any term, condition or provision of, or constitute or will constitute (with due notice or lapse of time or both) a default under, or will result in the creation or imposition of any lien, charge or encumbrance upon any of the properties or assets of Buyer pursuant to the terms of, any mortgage, deed of trust or other agreement or instrument to which Buyer is a party or by which or to which Buyer or any of its respective assets are subject or bound, which lien, charge or encumbrance could adversely affect Buyer's ability to perform its obligations hereunder.

4.5. Consents. Other than the consents and approvals of the FCC referred to in Section 5.1, certain filings required to be made with the FCC after the Closing Date, filings to be made with the Securities Exchange Commission, consents of third parties to Assumed Contracts, filings required to perfect security interests and liens and other consents, approvals, authorizations and filings contemplated by this Agreement or otherwise obtained or completed at or prior to the Closing, Buyer is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency or any third party in connection with the execution of this Agreement or any of the Buyer Agreements or the consummation of the transactions contemplated hereunder.

4.6. Broker's Fee. Buyer has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated by this Agreement. Buyer agrees to indemnify and hold Seller harmless from any claims for brokerage fees, finder's fees or commissions asserted by any person.

4.7. Qualification. Buyer is legally and financially qualified to become the licensee of the Station and to purchase the Station and consummate the transactions contemplated herein.

4.8. Litigation. There is no litigation, action, suit, investigation or proceeding pending or, to the best of Buyer's knowledge, threatened against or affecting the transactions contemplated by this Agreement by any court or the FCC or any other federal or state or other governmental agency or any board of arbitration.

4.9. Material Facts. No representation or warranty made by Buyer in this Agreement and no statement made by Buyer (a) in any certificate or other writing executed and delivered by Buyer, (b) in any Buyer Agreement or other document or writing furnished in connection with the transactions herein contemplated and referred to herein, or (c) in any document or other writing delivered to Seller after the date hereof and on or prior to the Closing Date by or on behalf of Buyer contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary in order to make the statements contained herein or therein not misleading.

SECTION 5. COVENANTS OF BUYER

Buyer covenants and agrees that from the date hereof until the Closing Date:

5.1. Approvals. Promptly upon execution of this Agreement, Buyer shall prepare for filing with the FCC Buyer's portion of the Assignment Application which shall be filed within fifteen (15) business days after the date hereof. Buyer shall diligently prosecute the Assignment Application and use all reasonable efforts to obtain the FCC Consent as expeditiously as practicable. Buyer shall not intentionally take or omit to take any action that will cause the FCC to deny, delay, or fail to approve the Assignment Application or cause the FCC Consent not to become a Final Action.

5.2. Notice of Commencement of Proceedings or Change in Condition. Buyer shall provide written notice to Seller as soon as possible and in any event within five (5) days of Buyer obtaining knowledge of the occurrence of any of the following events, stating in detail the nature thereof: (i) any proceedings instituted against Buyer by or in any federal or state court or before any commission, board or other regulatory body, federal, state or local, which, if adversely determined, would have a material adverse effect upon Buyer's ability to perform any of its obligations under this Agreement, and (ii) any material adverse change in the condition, financial or otherwise, of Buyer.

5.3. Satisfaction of Conditions. Buyer shall use all reasonable efforts to cause all of the conditions set forth in Sections 6.1 and 6.3 to be fulfilled.

SECTION 6. CONDITIONS TO CLOSING

6.1. Mutual Conditions. The obligations of Buyer and Seller to consummate this Agreement and the transactions contemplated hereby are subject to satisfaction at the time of the Closing of the condition that the FCC shall have issued the FCC Consent, any condition to the effectiveness of such FCC consent and approval which is specified therein shall have been met and, subject to Buyer's rights in the next succeeding sentence, the same shall have become a Final Action. Notwithstanding the foregoing, the Buyer may, at its option, waive the condition precedent that the FCC Consent shall have become a Final Action (which waiver, if made by Buyer, shall be deemed also made by Seller), provided, however, that the FCC Consent shall have been issued by the FCC without opposition thereto by any person. As used in this Agreement, "Final Action" shall mean an order of the FCC with respect to which no appeal, no petition for re-hearing, reconsideration, or stay, and no other administrative or judicial action contesting such consent or approval, is pending and as to which the time for filing any such appeal, petition or other action has expired or, if filed, has been denied, dismissed, or withdrawn and the time for instituting any further legal proceeding has expired.

6.2. Conditions to Obligations of Buyer. Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction at the time of Closing of each of the following conditions precedent, any of which Buyer may waive in its discretion:

(a) Except for changes expressly implemented by or at the written request of Buyer, each of Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects on the Closing Date as though made on and as of the Closing Date; and Seller shall have performed in all material respects all of its covenants and obligations

hereunder which by the terms hereof are to be performed on or before the Closing Date.

(b) Seller shall have obtained and delivered to Buyer the consents of third parties to those contracts listed on Schedule 1.1(a)(iii) which require consent to permit the valid transfer to Buyer of all Subject Assets.

(c) Seller shall have delivered to Buyer a Certificate of Valerie Watts, its General Partner, dated as of the Closing Date, certifying as to the matters set forth in the foregoing paragraph (a) of this Section 6.2.

(d) No action or proceeding shall have been instituted or threatened against the Buyer, any of Buyer's affiliates or Seller before any court or governmental agency or commission or any board of arbitration seeking to restrain or prohibit, or to obtain substantial damages against Buyer or any of Buyer's affiliates in respect of, this Agreement or the consummation of the transactions contemplated hereby.

(e) As of the Closing Date the Licenses issued by the FCC (collectively, the "FCC Licenses") (i) shall have been granted and issued by the FCC for a full term under the Communications Act of 1934, as amended, and applicable FCC rules not to expire prior to December 1, 2011, and shall have been assigned and transferred to Buyer, (ii) shall be valid and existing authorizations in every respect for the purpose of operating the Station, and (iii) shall contain no adverse modifications of the terms of the FCC Licenses as of the date of the FCC Licenses and except for proceedings that affect the radio broadcasting industry generally, no proceeding for any revocation, suspension or modification shall be in effect, and neither Seller nor Buyer shall have received any notice that any governmental authority may institute any such proceedings.

(f) Buyer shall have received the opinion in the form set forth in Schedule 6.2(f), dated the Closing Date, of Robert Dungan, general counsel to the Seller.

(g) Buyer shall have received the letter in the form set forth in Schedule 6.2(g), dated the Closing Date, of Timothy K. Brady, special communications counsel to the Seller.

(h) Seller shall have received an order or orders ("Sorenson/Sutton Order") of the FCC: (1) denying or dismissing the Petition for Reconsideration and/or Clarification was filed with the FCC on June 13, 2001, by Sutton Radiocasting Corporation, seeking reconsideration of the FCC's Memorandum Opinion and Order (FCC 01-129), released May 25, 2001, or seeking in the alternative, clarification that the FCC "did not accept for filing or grant Liberty's requested one step upgrade from Channel 243A to Channel 243C3"; (2) denying the Petition for Reconsideration filed with the FCC on September 5, 2001, by Sorenson Southeast Radio, LLC, seeking reconsideration in part of the FCC's Memorandum Opinion and Order (01-129), released May 25, 2001, which granted Liberty's Application for Construction Permit (File No. BPH-19870831MI); (3) denying the Informal Objection that was filed with the FCC on May 10, 2002, by Sutton Radiocasting Corporation, a successor in interest to Sorenson Southeast Radio, LLC, opposing the grant of Liberty's Application for License (File No. BLH-20020220AAL) and

requesting that the same be held in abeyance pending resolution of the pending Petition for Reconsideration; (4) granting the application for License (File No. BLH-20020220AAL); and (5) the FCC's action or actions denying the Sorenson/Sutton Order and granting Construction Permit File No. BPH-19870831MI as a Class C3 station and License No. BLH-20020220AAL shall have become a Final Action or Actions.

(i) Seller shall have delivered to Buyer a Certificate dated as of the Closing Date, executed by Valerie Watts as General Partner of Seller, certifying that she as General Partner of the Seller: (i) has full power and authority pursuant to the Seller's Limited Partnership Agreement to enter into, execute and to deliver the Seller Agreements and to consummate the transactions contemplated hereby; (ii) that attached hereto as Exhibit A is a true and complete copy of the Limited Partnership Agreement, which has not been amended or modified and remains full force and effect; and (iii) she remains as sole General Partner of Seller.

(j) Buyer and Seller shall terminate the TBA and WOXL Lease, effective as of the Closing Date.

6.3. Conditions to Obligations of Seller. Seller's obligation to consummate the transactions contemplated by this Agreement are subject to satisfaction at the time of Closing of each of the following conditions precedent, any of which may be waived by Seller:

(a) Each of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on the Closing Date as though made on and as of the Closing Date; and Buyer shall have performed in all material respects all of its covenants and obligations hereunder which by the terms hereof are to be performed on or before the Closing Date.

(b) Buyer shall have paid the Purchase Price.

(c) Buyer shall have executed and delivered the Assumption Agreement.

(d) Buyer shall have delivered to Seller a Certificate of a senior officer of Buyer, dated as of the Closing Date, certifying as to the matters set forth in the foregoing paragraph (a).

(e) Buyer shall have delivered to Seller a certificate dated as of the Closing Date, executed by a senior officer of Buyer, certifying (i) that the resolutions, as attached to such certificate, authorizing and approving the execution and delivery of the Buyer Agreements and the consummation of the transactions contemplated hereby, were duly adopted by Buyer; (ii) that such resolutions have not been amended and remain in full force and effect; and (iii) as to the incumbency of each signatory to the Buyer Agreements executed by Buyer.

(f) Buyer and Seller shall terminate the TBA and WOXL Lease, effective as of the Closing Date and all payments and/or reimbursements due Seller under the TBA shall have been paid.

SECTION 7. DEFINITIONS.

The following terms are defined in the provisions of this Agreement indexed below:

<u>Defined Term:</u>	<u>Defined In:</u>
<u>Assignment Application</u>	Section 3.1
<u>Assumed Contracts</u>	Section 1.1(a)(iv)
<u>Assumption Agreement</u>	Section 1.5(c)
<u>Buyer</u>	Preamble
<u>Buyer Agreements</u>	Section 4.2
<u>Cash Purchase Price</u>	Section 1.3(a)
<u>CERCLA</u>	Section 2.16(g)
<u>CERCLIS</u>	Section 2.16(f)
<u>Closing</u>	Section 1.4
<u>Closing Date</u>	Section 1.4
<u>COBRA</u>	Section 8(b)
<u>Cut-Off Time</u>	Section 1.7(a)
<u>Effective Date</u>	Preamble
<u>Enforceability Exception</u>	Section 2.3
<u>Excluded Property</u>	Section 1.1(b)
<u>FCC</u>	Recitals
<u>FCC Consent</u>	Section 3.1
<u>FCC Filings</u>	Section 11.6
<u>FCC Licenses</u>	Section 6.2(e)
<u>Financial Statements</u>	Section 2.18

<u>Final Action</u>	Section 6.1
<u>Licenses</u>	Section 1.1(a)(ii)
<u>Other Station Contracts</u>	Section 1.1(a)(iv)
<u>Proceedings</u>	Section 2.11
<u>Purchase Price</u>	Section 1.3(a)
<u>RCRA</u>	Section 2.16(g)
<u>Saga</u>	Section 11.8
<u>Seller</u>	Preamble
<u>Seller Agreements</u>	Section 2.2
<u>Station</u>	Recitals
<u>Subject Assets</u>	Section 1.1(c)
<u>Tangible Assets</u>	Section 1.1(a)(i)
<u>TBA</u>	Recitals
<u>Term Loan Agreement</u>	Section 1.3(a)
<u>TOSCA</u>	Section 2.16(g)
<u>Transfer Instruments</u>	Section 1.5(a)
<u>WOXL Lease</u>	Recitals

SECTION 8. COVENANTS, ETC. TO SURVIVE CLOSING

Notwithstanding any investigation made by either Buyer or Seller, all covenants, agreements, representations and warranties contained in this Agreement and in any other instruments which may be delivered pursuant hereto or in connection with the transactions contemplated hereby and which are referred to herein or in the Schedules hereto and in any other agreements, documents and instruments delivered by or on behalf of Seller after the date hereof and on or prior to the Closing Date, shall be deemed to be material and to have been relied upon by Buyer or Seller. All representations and warranties in this Agreement shall survive the Closing and the consummation of the transactions contemplated hereby for three (3) years;

provided, however, that the representations and warranties of Seller contained in Sections 2.5, 2.8, 2.10 and 2.14 of this Agreement shall survive the Closing until the expiration of any applicable statute of limitations.

SECTION 9. MISCELLANEOUS

9.1. Fees and Expenses.

(a) All FCC filing fees and transfer and documentation taxes and fees shall be borne equally by Buyer and Seller.

(b) Each of the parties shall bear its own expenses in connection with the negotiation and the consummation of the transactions contemplated by this Agreement, including the Seller Agreements and the Buyer Agreements.

9.2. Law Governing. This Agreement shall be construed under and governed by the laws of the State of North Carolina.

9.3. Notice. Any notice or communication given pursuant to this Agreement by any party to any other party shall be in writing and shall be deemed given when delivered,, whether personally or by certified mail or overnight courier, postage prepaid, with return receipt or delivery confirmation requested, and addressed to the parties at their addresses set forth on page 1 of this Agreement or to such other address as either party may hereafter designate to the other by like notice with a copy in each case of notice to Buyer, to Mark Lipp, Vinson & Elkins L.L.P., 1455 Pennsylvania Avenue, N.W., Suite 500, Washington, DC 20004 and, in each case of notice to Seller, to Robert Dungan, Esq., Dungan & Associates, PA, One Rankin Avenue, Third Floor, Asheville, NC 28801.

9.4. Specific Performance. Seller recognizes and acknowledges that in the event it shall fail to perform its obligation to consummate the sale of the Subject Assets pursuant hereto, money damages alone will not be adequate to compensate Buyer. Seller, therefore, agrees and acknowledges that in the event of its failure to perform its obligation to consummate the sale of the Subject Assets pursuant hereto, Buyer shall be entitled, in addition to any action for monetary damages, and in addition to any other rights and remedies on account of such failure, to specific performance of the terms of this Agreement and of Seller's obligation to consummate the sale of the Subject Assets pursuant hereto.

9.5. Risk of Loss.

(a) The risk of loss or damage to the Subject Assets by force majeure or for any other reason to Seller's business or property between the date of this Agreement and the Closing shall be borne by Seller. Seller shall take all reasonable steps to repair, replace and restore such property as soon as possible after any loss or damage, it being understood that all insurance proceeds shall be applied to or reserved for such replacement, restoration, or repair.

(b) In the event of any damage to the Station or upon the occurrence of any other event which materially impairs broadcast transmissions of the Station in the normal and usual manner and substantially in accordance with the respective FCC Licenses of the Station, Seller shall provide prompt notice thereof to Buyer and the Closing Date shall be postponed until such transmission in accordance with the applicable FCC Licenses has been resumed. The postponed Closing Date shall be such date within the effective period of the FCC's consent to transfer of the Station to Buyer as Buyer may designate by not less than five (5) days' prior notice to Seller. In the event Seller's facilities cannot be restored within the effective period of the FCC's consent to transfer of the Station to Buyer unless, in Buyer's reasonable judgment, the damage to the Station could materially adversely affect the operations of the Station on a continuing basis, the parties shall join in an application or applications requesting the FCC to extend the effective period of its consent for a period not to exceed one hundred twenty (120) days. If no such application is filed with the FCC, or if any such application is filed with the FCC and the facilities have not been restored so that the Closing Date may occur within such extended period or any agreed extension thereof, Buyer shall have the right, by providing written notice of termination to Seller within ten (10) days after the expiration of the effective period or such 120-day period or any agreed extension hereof, as the case may be, to terminate this Agreement forthwith without any further obligation to either party. The foregoing notwithstanding, if any damage to the business or property of Seller requires the Station to be taken off the air or if broadcast transmissions of the Station in accordance with the applicable FCC Licenses is interrupted for any other reason or if the Station is operated at less than its maximum licensed aural effective operating power, in any such case for a total of ninety-six (96) hours (whether or not consecutive) then Buyer may terminate this Agreement upon written notice to Seller without any further obligation to either party.

(c) In the case of any damage or destruction to the Subject Assets, if full repair, replacement or restoration to or of all material assets has not been made on or before the Closing Date (as the Closing Date may be extended as provided above in this Section 11.5), then Buyer shall not be obligated to purchase the Subject Assets. In any case where full repair, replacement, or restoration to or of all damaged or destroyed assets has not been made and Buyer acquires the Subject Assets (whether or not it is obligated to do so), then at the Closing Seller shall pay to Buyer all proceeds of insurance received by Seller and not then paid by Seller for such repair, replacement, or restoration, and shall assign to Buyer all rights to receive proceeds of insurance on account of such damage or destruction.

(d) Without limiting in any way the Buyer's rights under Section 6.2 hereof, Seller shall not be deemed in breach of this Agreement to the extent that such breach arises from property damage and/or destruction described above in this Section 11.5 if Seller shall perform in accordance with the provisions of this Section.

9.6. Changes to Facilities. Seller agrees that with Seller's consent, which consent shall not be unreasonably withheld, Buyer may, at Buyer's expense, file with the FCC applications, petitions, or other papers (herein "FCC Filings") as deemed necessary by Buyer to change the facilities of the Station. Upon request of Buyer, and as often as required by Buyer, Seller shall promptly provide to Buyer (pursuant to Section 73.3517 of the FCC's Rules) a written statement

or statements which specifically grant Seller's permission to Buyer (a) to file such application, petition, or other papers, and (b) to file the statement with the application, petition or other papers.

9.7. Construction. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.8. Assignment; Binding Effect. This Agreement shall not be assignable by either Seller or Buyer without the prior written consent of the other, provided, however, Buyer may assign, without the consent of Seller, its rights and obligations to Saga Communications, Inc. ("Saga") or any of Saga's subsidiaries or affiliates provided that such assignee shall agree in writing to assume all of Buyer's obligations to Seller hereunder, and effective upon such assignment, the representations, warranties and covenants set forth herein shall be deemed amended, to the extent appropriate, to contain corresponding written representations, warranties and covenants of the assignee, which modifications shall be reflected, to the extent appropriate, in a Certificate of Buyer furnished at the Closing, and the conditions set forth in Section 6.3 relating to the delivery of certificates to Seller, and such assignee shall, for all other purposes hereof, be deemed to be "Buyer" hereunder. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors and assigns.

9.9. Amendment; Waiver. This Agreement may be amended only by a written instrument signed by Buyer and Seller. No provisions of this Agreement may be waived except by an instrument in writing signed by the party sought to be bound. No failure or delay by any party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

9.10. Entire Agreement. This Agreement (including the Exhibits and Schedules hereto), the Assumption Agreement, the Transfer Instruments and any other documents and agreements entered into in connection herewith and referred to herein or in the Schedules hereto and any other documents and agreements entered into in connection herewith after the date hereof and on or prior to the Closing Date, set forth the entire understanding between the parties relating to the subject matter hereof, any and all prior correspondence, conversations and memoranda or other writings being merged herein and therein and replaced and being without effect hereon. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce either party to enter into this Agreement. Neither this Agreement nor any part hereof, including this provision against oral modifications, may be modified, waived or discharged except by a writing duly signed by the party sought to be bound.

9.11. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application to other persons and circumstances shall not be affected thereby and each term and provision hereof shall be enforced to the fullest extent permitted by law. Specifically, without limitation, if any provision shall be deemed by a court of competent

jurisdiction to be invalid or unenforceable as to any periods of time, territories or business activities, such provision shall be deemed limited to the extent necessary to render it valid and enforceable.

9.12. Litigation; Venue. All judicial proceedings brought with respect to this Agreement must be brought in a appropriate state or federal court of competent jurisdiction, having jurisdiction over Buncombe County, North Carolina. In the event of litigation arising out of this Agreement, the prevailing parties shall be entitled to recover, in addition to the relief granted, all costs incurred, including reasonable attorneys' fees.

9.13. Counterparts. This Agreement may be executed in multiple counterparts, with the same force and effect as if all the signatures thereto appeared on the same instrument.

[The Next Page is the Signature Page]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their respective duly authorized officers, as of the day and year first above written.

SELLER:

**LIBERTY PRODUCTIONS, A LIMITED
PARTNERSHIP**

By: Name: *Van H. Watts*
Title: *General Partner*

ASHVILLE RADIO PARTNERS, LLC

By:
Name:
Title:

by their respective duly authorized officers, as of the day and year first above written.

SELLER:


LIBERTY PRODUCTIONS, A LIMITED
PARTNERSHIP

By: _____

Name:

Title:

ASHVILLE RADIO PARTNERS, LLC

By:  _____

Name: EDWARD F. SEEGER

Title: MANAGING MEMBER

List of Schedules

<u>Schedule Number</u>	<u>Title</u>
1.1(a)(i)	Schedule of Tangible Assets
1.1(a)(ii)	Schedule of Licenses
1.1(a)(iii)	Schedule of Contracts
1.1(a)(vi)	Schedule of Intangible Assets
1.5	Schedule of Encumbrances
2.6	Schedule of Tax Matters
2.8	Schedule of Insurance
2.11	Schedule of Litigation
6.2(f)	Seller's General Counsel Opinion
6.2(g)	Seller's FCC Counsel Letter