

## ASSET PURCHASE AGREEMENT

AGREEMENT entered into as of March 31, 2003, by **MILLER COMMUNICATIONS, INC.**, a South Carolina corporation with a mailing address at P. O. Box 1269, Sumter, South Carolina 29151 ("Buyer"); and **WWBD, LLC** ("Seller"), with a principal office located at 2367 N.W. 25<sup>th</sup> Court, Boca Raton, FL 33434. Certain capitalized terms defined herein are indexed in Section 10 hereof.

### RECITALS:

WHEREAS, Seller is licensee of WWBD (FM) [FCC Facility ID No. 6634], operating on FM Channel 239A (95.7 MHz), at Bamberg, South Carolina (the "Station");

WHEREAS, Seller holds valid authorizations (the "FCC Licenses") for the operation of the Station from the Federal Communications Commission (together with any successor thereto, the "FCC"), and owns all of the tangible and intangible personal property used or useful in connection with the operation of 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;

WHEREAS, Seller understands that Buyer has agreed to purchase Radio Stations WQKI and WQKI-FM, St. Matthews, South Carolina, and WGFG, Branchville, and WIGL, Orangeburg, South Carolina (collectively, the "Orangeburg Cluster") and applications are pending before the FCC for consent to the purchase of the Orangeburg Cluster. Seller agrees that Buyer's obligation to close under this Agreement is specifically conditioned upon Buyer's prior closing of the purchase of the Orangeburg Cluster, or Buyer's waiver of such condition.

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 have 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, including without limitation, all Tangible Assets located on the real estate leased by the Seller and used by the Station;

(ii) All governmental licenses, franchises, approvals, certificates, authorizations, permits and rights and applications therefor (collectively, the "Licenses");

(iii) The leases (the "Real Estate Leases") for the real estate on which the Station's facilities are located (the "Real Estate"), the equipment leases, towers, syndication agreements, programming and other contracts relating to the Station described in the Schedule of Contracts attached hereto as Schedule 1.1(a)(iii); all agreements for the sale of advertising time on the Station for cash, billed at rates consistent with Seller's past practices; 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 \$1,000; 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, including the Assumed Trade-Out Agreements, being herein collectively referred to as the "Assumed Contracts"). Should Seller identify a contract or contracts not listed on Schedule 1.1(a)(iii), Seller and Buyer shall, in good faith, negotiate on whether Buyer shall assume the new contract or 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 in and to all copyrights, logos, trademarks, service marks, trade names, current slogans, jingles, computer programs 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)(v);

(vi) Fifty percent (50%) of the Seller's accounts receivable in existence as of the Closing Date. For 120 days following the Closing ("Collection Period"), Seller will assign to Buyer and Buyer will collect Seller's accounts receivable. On the day following the last day of the Collection Period, Buyer shall remit to Seller fifty percent (50%) of the accounts receivable so collected. Receipts from accounts of Seller and Buyer shall be applied to the oldest amount owed first. After the expiration of the Collection Period, Buyer shall have the right to collect and keep any future funds that may be collected from the accounts that were uncollected during the Collection Period.

(vii) All Trade-Out Agreements assumed in writing by Buyer at the Closing.

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

(i) Cash, notes receivable, cash and cash equivalents 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);

(ii) Seller's corporate franchise, stock record books, corporate record books, including minutes of meetings of directors and stockholders, and such other records as deal exclusively with Seller's organization or stock capitalization; and

(iii) Assets sold by Seller following the date hereof 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; and

(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. 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 (a) obligations accruing after the Closing under the Assumed Contracts; and (b) 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 (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. 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.

1.3. Purchase Price. The total purchase price for the Subject Assets shall be EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000), subject to adjustment as provided in Section 1.7 (the "Purchase Price"). Payment of the Purchase Price for the Subject Assets shall be made as follows:

(a) Escrow Deposit. Simultaneously with the execution of this Agreement, Buyer is delivering to Turner Padgett Graham and Laney, Florence, SC (the "Escrow Agent") an irrevocable letter of credit from Branch Banking & Trust Company, Florence, South Carolina, in the amount of Forty Two Thousand Five Hundred Dollars (\$42,500) as a deposit (the "Deposit")

to secure Buyer's performance hereunder, and to be held by the Escrow Agent pursuant to the terms of the Escrow Agreement executed on the date hereof by and among Buyer, Seller and the Escrow Agent (the "Escrow Agreement").

(b) Disposition of Deposit; Liquidated Damages. On the Closing Date the Deposit shall be returned to Buyer. If the Closing does not occur because of (i) a breach by Buyer of its representations and warranties hereunder or of the covenants and obligations to be performed by the Buyer hereunder, or (ii) Buyer's election not to close pursuant to Section 6.2(j), provided Seller has satisfied its obligations hereunder, then, pursuant to the Escrow Agreement, the Deposit shall be negotiated into cash and paid to Seller in immediately available funds as liquidated damages, which shall be the sole remedy of Seller for such breach or election, and Seller shall have no other recourse against Buyer or any of its affiliates under or on account of this Agreement. In any other case, if the Closing does not occur and this Agreement is terminated, then, pursuant to the Escrow Agreement, the Deposit shall be returned to Buyer. All payments by the Escrow Agent shall be made in accordance with the procedures and provisions set forth in the Escrow Agreement.

(c) Allocation of Purchase Price. Schedule 1.3(c) sets forth the allocation of the Purchase Price of the Subject Assets. 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. Such forms shall allocate the Purchase Price among the Subject Assets mutually agreed to by Buyer and Seller.

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 within ten (10) days after the conditions set forth in Section 6.1 shall have been satisfied or waived (the "Closing Date"). The Closing shall be held at the offices of Turner, Padgett, Graham & Laney, P.A., 1831 West Evans Street, 4<sup>th</sup> Floor, Florence, South 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, landowners 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 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 (x) liens for taxes and assessments in respect of the Leased Real Estate not yet due and payable and for which a proration has been made pursuant to Section 1.7; and (y) 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 a warranty assignment of the Real Estate Leases and other contracts and agreements and 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 by wire transfer of funds to Seller the Purchase Price, as adjusted pursuant to Section 1.7;

(c) Buyer shall assume the Assumed Liabilities 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 opinions, certificates and other documents required to be delivered pursuant to this Agreement;

(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; and

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. After the Closing, each of Seller and Buyer shall allow the other party reasonable access, upon reasonable notice and during normal business hours, to such of the files and records (including financial records) as relate to the Subject Assets or the Station for purposes of preparing such party's tax returns, securities filings and for all other proper purposes, and shall give such other party at least thirty (30) days' prior written notice of any proposed destruction thereof, upon which notice such other party shall have the right to take possession of such files and records for the foregoing purposes.

1.7 Proration of Expenses; Adjustments to Purchase Price. (a) All costs and expenses arising from the operations of the Station up to and including 11:59 p.m. of the day prior to the Closing Date (the "Cut Off Time"), will be prorated between Buyer and Seller so that Seller shall be responsible for all expenses, costs, liabilities and obligations allocable to the conduct of the business and the operation of the Station for the period prior to the Cut-Off Time; and Buyer (x) shall be entitled to receive all income and revenues and all refunds accruing from and after the Cut-Off Time (except as set forth in this Section 1.7), and (y) shall be responsible for all expenses, costs, liabilities and obligations allocable to the conduct of the businesses and the operation of the Station for the period after the Cut-Off Time. Items to be apportioned pursuant to this paragraph shall include, without limitation, the following:



(i) all personal property taxes, real estate taxes, water taxes, ad valorem, and other property taxes or assessments on or with respect to the assets and property interests to be transferred or assigned to Buyer hereunder;

(ii) business and license fees including any FCC Regulatory Fees; wages, salaries and benefits of employees (including accruals up to the Cut-Off Time for insurance premiums, bonuses, commissions, sick pay, vacation pay and the like and related payroll taxes) and similarly prepaid and deferred items;

(iii) sewer rents and charges for water, electricity and other utility expenses and fuel;

(iv) property and equipment rentals, applicable copyright or other fees, sales and other charges; and

(v) rents, additional rents and similar prepaid and deferred items, taxes and other items payable under any lease, contract, commitment or other agreement or arrangement to be assigned and assumed hereunder and all other income and expenses attributable to the ownership and operation of the Station.

Taxes to be apportioned pursuant to this Section 1.7 shall be apportioned in proportion to (x) the number of days in the taxable period before and including the Cut-Off Time and (y) the number of days in the taxable period after the Cut-Off Time. No apportionment shall be made pursuant to this Section 1.7 of any federal, state, foreign or local income taxes. Any tax refunds or rebates accruing before the Cut-Off Time for taxes that were paid prior to Closing shall remain the property of Seller, whether such refund is paid before or after the Closing Date.

(b) Time for Payment. The prorations and adjustments contemplated by this Section 1.7, to the extent practicable, shall be made on the Closing Date, effective as of the Cut-Off Time. Not less than three (3) business days prior to the Closing Date, Seller shall submit to Buyer a written estimate of adjustments and prorations to be made in accordance with Section 1.7. Prior to the Closing, Buyer and Seller will attempt in good faith to agree on an amount of any adjustments not capable of being ascertained on the Closing Date, an adjustment and proration shall be made within 90 days of the Closing Date.

(c) Assumption of Obligations. On the Closing Date, Buyer may, in its sole discretion, elect to assume such liabilities and obligations of Seller outstanding as of the Closing Date as Buyer shall specify in 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 the liabilities and obligations assumed by Buyer.

(d) Dispute Resolution. In the event of any disputes between the parties as to such adjustments, the amounts not in dispute shall nonetheless be paid at the time provided in Section

1.7 and such disputes shall be determined by an independent certified public accountant mutually acceptable to the parties whose determination shall be final, and the fees and expenses of such accountant shall be paid one-half by Seller and one-half by Buyer.

1.8 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 year from the date the Assignment Application (as hereinafter defined) is accepted for filing 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 and thirty (30) days after the Buyer has given notice to Seller of such breach; or

(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 and thirty (30) days after Seller have given notice to Buyer of such breach.

(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 1.8 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 their obligations under this Agreement.

(c) Notwithstanding the provisions of Sections 1.8(a) and (b) above, no party may terminate this Agreement if such party is then 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 liability company duly organized, validly existing and in good standing under the laws of the State of South Carolina, and is duly qualified to transact business in South 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, the Escrow Agreement, the Transfer Instruments and all other agreements, documents and instruments to be executed and delivered by such 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 of this Agreement and (at or before the Closing) the Seller Agreements.

2.3. Binding Effect. This Agreement and the Escrow Agreement constitute, 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 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 charter 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 the Subject Assets are bound.

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

(a) All Real Estate Leases and all leases of personal property to which Seller is a party 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. All of the towers, guy anchors, ground systems and buildings relating to the Station's tower and transmitter are located on the Real Estate subject to the Real Estate Leases. The Subject Assets include all of the property and property rights used in the operation of the



Station as presently conducted, and are in compliance with all applicable laws and regulations. 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, 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) To the best of Seller's knowledge, all Tangible Assets of Seller, and Seller's use of the same, (i) comply in all material respects with all laws, ordinances, codes, regulations and other requirements, including without limitation, all requirements of insurance carriers, 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) To the best of Seller's knowledge, all Real Estate 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.

(d) To the best of Seller's knowledge, the transmitters for the Station are operating in accordance with and within the parameters established by the FCC and the Station's Licenses. The broadcast tower for the Station is in compliance with all applicable laws, including, without limitation, the Communications Act of 1934, as amended, and all rules and regulations promulgated thereunder and have been timely registered with the FCC. The description of the tower and the antenna structure registration will be correct at closing. The Tangible Assets presently in use in the operation of the Station being conveyed pursuant to this Agreement are, and at the Closing will be, in adequate operating condition and repair and suitable for use in the operation of the Station, ordinary wear and tear excepted.

(e) To the best of Seller's knowledge, Seller has access to all Real Estate pursuant to valid easements included as part of the Subject Assets or pursuant to public rights of way. All utilities servicing the Station have access to the properties of the Station pursuant to valid easements or public rights of way. To Seller's knowledge, no condemnation proceedings are pending or threatened with respect to the Real Estate, nor has any such property been condemned.

2.6. Tax Matters. 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); Seller have 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. The Licenses constitute all material licenses, permits, antenna structure registrations 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. 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 licensed to such Seller 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. Seller has no reason to believe that any License will not be renewed, nor has any person or entity informed Seller that such person or entity intends to oppose any such renewal.

2.8. Financial Condition of Seller.

(a) Seller has heretofore delivered to Buyer the financial statements and information relating to the Station described in the Schedule of Financial Statements attached hereto as Schedule 2.8 (the financial statements referred to in said Schedule, together with the monthly financial statements required to be furnished pursuant to Section 3.3 being hereinafter collectively referred to as the "Financial Statements"). The Financial Statements have been or, in the case of those to be provided after the date hereof, will be prepared by Seller and will fairly present the financial condition and results of operations of the Station for the periods covered thereby (subject, in the case of interim Financial Statements, to normal year-end adjustments and the absence of footnotes).

(b) Except as otherwise disclosed in Schedule 2.8, since December 31, 2002, and through the Closing Date, there has been no change in the condition (financial or otherwise), results of operations, business or assets of the Station which, individually or in the aggregate, is, or would likely in the future to be, materially adverse to the Station's condition, results of operations, business or assets taken as a whole. For the purposes of this Agreement a material adverse change shall not have occurred so long as the gross receipts for the Station shall be at least sixty (60%) percent of the average monthly amount generated during fiscal year 2002.

2.9. Compliance with Laws; Compliance with FCC Regulation.

(a) Seller has complied with all laws, regulations and orders and all requirements of insurance carriers applicable to the Station, and the present uses by such 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, or to Seller's 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.

(b) To the best of Seller's knowledge, 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.

2.10. Copyrights, Patents, Trademarks, Other Intangibles. Schedule 1.1(a)(iii) 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.

2.11. Contracts.

(a) At the Closing, Buyer and Seller shall execute a schedule that will contain a true and complete description of all existing Assumed Trade-Out Agreements, including the dollar amount of the broadcasting time (computed at billing rates currently charged to unaffiliated third parties consistent with Seller's past practices) owed by each Station under each such agreement as of the date of this Agreement.

(b) Seller has delivered to Buyer complete and correct copies of all the Assumed Contracts listed on Schedule 1.1(a)(iii) (including all amendments thereto and modifications thereof). Except for the Assumed Contracts, no Seller is party to any contracts, agreements or arrangements, written or oral, express or implied, which are material to the operation of the Station.

(c) Seller is not a party to, or bound by or negotiating any collective bargaining agreement affecting the Station, nor is Seller aware of any current solicitations of its employees with respect thereto.

(d) Seller and, to the best of 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.

2.12. Litigation. Except as set forth in Schedule 2.12, there is no litigation, action, suit, investigation or proceeding (collectively "Proceedings") pending or, to the best of each 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. None of the Proceedings could, individually or in the aggregate, have a material adverse effect upon Seller or the Subject Assets.

2.13. Employee Information. Seller has heretofore delivered to Buyer: (i) accurate information pertaining to all persons employed at each Station and their present positions and start dates; and (ii) all compensation arrangements respecting those employees. Seller neither maintains, participates in, or is subject to an employee pension plan (as such term is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended).

2.14. Material Facts. To the best of Seller's knowledge, no representation or warranty made by Seller in this Agreement and no statement made by Seller (a) in any certificate, exhibit, schedule, or other writing executed and delivered by Seller, (b) in any Seller Agreement or other document or writing furnished in connection with the transactions herein contemplated and referred to herein or in the Schedules attached hereto, or (c) in any document or other writing delivered to Buyer after the date hereof and on or prior to the Closing Date by or on behalf of Seller, 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.

2.15. 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.

2.16. 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.

2.17. Environmental Compliance.

(a) Seller has not received any notice of violation, lien, complaint, suit, order or other notice or communications concerning any notice from any regulatory agency or other third party, whether in the form of a letter, complaint, verbal communication, administrative enforcement action or other notice mechanism, of alleged violation of any environmental



requirement ("Environmental Notice") with respect to Seller's use of the Real Estate, which has not been fully satisfied and complied with in a timely fashion so as to bring such Real Estate in full compliance with all environmental requirements. To the best of each Seller's knowledge, there has not been any Environmental Notice with respect to any of the Real Estate received by any prior owner or occupant of any of the Real Estate which has not been fully satisfied and complied with in a timely fashion so as to bring such Real Estate in fully compliance with all environmental requirements.

(b) Without limiting the foregoing and to the best of Seller's knowledge, no hazardous material is currently, or has been located, in, on, or about any of the real estate which is the subject of the Real Estate Leases, whether originating from an on-site site or off-site location or activity.

### SECTION 3. COVENANTS OF SELLER

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

3.1. Approvals. Upon the execution of this Agreement, Seller shall prepare for filing with the FCC Seller's portion of an appropriate application (the "Assignment Application") for FCC consent to the assignment of the FCC Licenses, which shall be filed with the FCC within ten (10) days following the execution of this Agreement. Seller shall diligently prosecute the Assignment Application and use all reasonable efforts to obtain consent and approval of the FCC (the "FCC Consent"). 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. 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 valued in excess of \$1,000 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 the Schedule of Insurance attached hereto as Schedule 3.3(c);

(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) promptly notify Buyer upon Seller becoming aware of the resignation or contemplated resignation of any supervisory employee of the Station;

(g) [Intentionally Omitted.]

(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 and the Real Estate Leases to Buyer and estoppel certificates in customary form with respect thereto;

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

(m) 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;

(n) 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;

(o) notify Buyer in writing immediately upon learning of the institution or written threat of any action against Seller involving any of 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;

(p) 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 any of the Station's licensed facilities;

(q) 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; and

(r) 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 such 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 other than Section 6.2(j).

3.5. Notice of Commencement of Proceedings or Change in Condition. 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 on the Closing Date will be a corporation duly organized and validly existing and in good standing under the laws of the State of South Carolina duly qualified to transact business in the State of South Carolina.

4.2. Authority of Buyer. Buyer has the corporate power to execute, deliver and perform this Agreement, the Escrow 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 corporate action to authorize the execution, delivery and performance by Buyer of this Agreement and the Buyer Agreements.

4.3. Binding Effect. This Agreement and the Escrow Agreement constitute, 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. To Buyer's best knowledge, 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 corporate charter or by-laws, 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, 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 acting on Buyer's behalf in connection with this transaction.

4.7. Litigation. There is no litigation, action, suit, investigation or proceeding pending or, to the best of Buyer's knowledge, threatened against Buyer or any of its affiliates before or by any court or the FCC or any other governmental agency or any board of arbitration which could reasonably be expected to (a) impair Buyer's ability to perform its obligations under this Agreement, or (b) materially and adversely affect the ability of Buyer to own and operate the Station after the Closing.

4.8. 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.

4.9. FCC Qualifications. Buyer is legally, financially, and technically qualified under current FCC standards to acquire and to hold the FCC Licenses, without requesting or receiving any waiver of any FCC rule, regulation, or policy. Buyer will not do anything prior to Closing that makes it necessary to obtain such a waiver to acquire the FCC Licenses.

## SECTION 5. COVENANTS OF BUYER

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

5.1. Approvals. Promptly upon the execution of this Agreement, Buyer shall prepare for filing with the FCC Buyer's portion of the Assignment Application which shall be filed within ten (10) days after the execution of this Agreement. 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) 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 listed on Schedule 1.1(a)(iii) which are necessary to permit the valid transfer to Buyer of all the Subject Assets.

(c) The Real Estate Leases shall have been executed by Seller and each landlord and duly recorded with the recorder's office in the jurisdiction where the property is located. Buyer shall have access (through ownership or valid easements) to all real property used or useful by Station.



(d) No action or proceeding shall have been instituted or threatened against 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) The FCC Licenses (i) shall have been assigned to Buyer, (ii) shall be valid and existing authorizations in every respect for the purpose of operating the Station, (iii) shall have been issued by the FCC under the Communications Act of 1934, as amended, for the full terms thereof, and (iv) shall contain no adverse modifications as of the date of the Closing. 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, dated the Closing Date, of Thaler & Thaler counsel to Seller, in form and substance reasonably satisfactory to Buyer and covering the opinions set forth in the Schedule of Corporate Counsel Opinions attached hereto as Schedule 6.2(f).

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

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

(j) Buyer shall have previously acquired the Orangeburg Cluster. In the event Buyer elects not to close the acquisition of the Station solely because Buyer did not previously acquire the Orangeburg Cluster and Buyer elects not to waive this condition, then, notwithstanding anything to the contrary herein, Buyer and Seller shall direct the Escrow Agent to negotiate the Deposit into cash and pay the Deposit to Seller in immediately available funds, and Buyer and Seller shall have no further liability to each other on account of this Agreement, except as set forth in Section 11.13.

(k) Buyer shall have received satisfactory environmental reports on the real estate which is the subject of the Real Estate Leases from a qualified environmental engineer with respect to the lack of hazardous substances, toxic wastes, or other environmental contamination on such property.

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, as adjusted pursuant to Section 1.7.

(c) Buyer shall have executed and delivered the Assumption Agreement, and shall have assigned its accounts receivable to Buyer, subject to the provisions of this Agreement.

(d) Buyer shall have delivered to Seller a Certificate of an 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 an 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.

## SECTION 7. INDEMNIFICATION

7.1. If the Closing occurs, Seller shall indemnify, reimburse and hold harmless Buyer from and against all claims, losses, damages, costs (including, without limitation, court costs and reasonable attorneys' fees), expenses and liabilities suffered, incurred, or sustained by Buyer on account of (i) any misrepresentation, breach of warranty, or nonfulfillment of any agreement or covenant on the part of Seller under this Agreement or any Seller Agreement, (ii) Seller's ownership or operation of the Station prior to the Closing, including, without limitation, for any breach or default prior to the Closing Date by Seller under any of the Assumed Contracts; (iii) any liability of Seller not specifically assumed by Buyer hereunder; and (iv) any other matter or event respecting Seller which occurs prior to the Closing Date and which is not an Assumed Liability.

7.2. If the Closing occurs, Buyer shall indemnify, reimburse, and hold harmless Seller from and against all claims, losses, damages, costs (including, without limitation, court costs and reasonable attorneys' fees), expenses and liabilities suffered, incurred, or sustained by Seller, on account of any misrepresentation, breach of warranty, or nonfulfillment of any agreement or covenant on the part of Buyer under this Agreement or any Buyer Agreement, or relating to or arising from the business and operation of the Station (i) prior to the Closing and which have been assumed by the Buyer hereunder; and (ii) subsequent to the Closing (other than those

arising out of contracts, commitments, or agreements of Seller not specifically assumed by Buyer).

7.3 Any amounts owed by either party under this Section 7 shall bear interest from the date demand for payment thereof is made until payment in full at a rate of fifteen percent (15%) per annum or such lower rate as equals the maximum rate permitted by applicable law.

#### SECTION 8 – INTENTIONALLY OMITTED

#### SECTION 9. 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, 2.7, 2.9, 2.11, 2.15, 2.16 and 2.17 of this Agreement shall survive the Closing until the expiration of any applicable statute of limitations. If the Closing does not occur, Section 11.13 shall survive any termination or expiration of the Agreement for three (3) years.

#### SECTION 10. 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)(iii)
<u>Assumed Liabilities</u>	Section 1.2
<u>Assumption Agreement</u>	Section 1.5(c)
<u>Buyer</u>	Preamble
<u>Buyer Agreements</u>	Section 4.2
<u>Closing</u>	Section 1.4
<u>Closing Date</u>	Section 1.4

Cut-Off Time	Section 1.7
<u>Collection Period</u>	Section 1.1(a)(vi)
<u>Deposit</u>	Section 1.3(a)
<u>Enforceability Exception</u>	Section 2.3
<u>Environmental Notice</u>	Section 2.17(a)
<u>Escrow Agent</u>	Section 1.3(a)
<u>Escrow Agreement</u>	Section 1.3(a)
<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>Final Action</u>	Section 6.1
<u>Financial Statements</u>	Section 2.8
<u>Licenses</u>	Section 1.1(a)(ii)
<u>Proceedings</u>	Section 2.12
<u>Purchase Price</u>	Section 1.3(a)
<u>Real Estate</u>	Section 1.1(a)(iii)
<u>Real Estate Leases</u>	Section 1.1(a)(iii)
<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>Trade-Out Agreements</u>	Section 1.1(a)(iv)
<u>Transfer Instruments</u>	Section 1.5(a)

## SECTION 11. MISCELLANEOUS

### 11.1. Fees and Expenses.

(a) Seller shall be responsible for all recordation, transfer and documentary taxes and fees unless otherwise agreed to herein. The Seller and Buyer shall evenly divide the FCC fee(s) required for the Assignment of Application.

(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.

11.2. Law Governing and Attorney's Fees. This Agreement shall be construed under and governed by the laws of the State of South Carolina, The Communications Act of 1934, as amended, and the rules and regulations of the FCC. In the event of any dispute between the parties as to this Agreement, the prevailing party in any such dispute shall be awarded its reasonable costs and attorney's fees.

11.3. 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 personally delivered or when sent by registered or certified mail, return receipt requested, postage prepaid or when sent by overnight courier 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, Harold T. Miller, P. O. Box 1269, Sumter, South Carolina 29151, in each case of notice to Seller, to Mr. James B. Bock, 2367 N.W. 25<sup>th</sup> Court, Boca Raton, FL 33434.

11.4. 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, as its sole remedy to specific performance of the terms of this Agreement and of each Seller's obligation to consummate the sale of the Subject Assets pursuant hereto.

11.5. 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 and, upon such termination, the Deposit shall be paid to Buyer pursuant to the Escrow Agreement. 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 any of 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, within 10 days of receipt of notice from Seller, may terminate this Agreement upon written notice to Seller without any further obligation to either party and, upon such termination, the Deposit and the earnings thereon shall be paid to Buyer.

(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 and if not so purchased, the Deposit shall be paid to Buyer pursuant to the Escrow Agreement. 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, and Seller shall then after, promptly upon presentation of invoices by Buyer, reimburse the Buyer for all costs and expenses of repair, replacement, and restoration to the former condition paid or incurred by Buyer after the Closing and not paid for by insurance.

(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.

11.6. Changes to Facilities. Seller agrees that Buyer may, at Buyer's expense, file with the FCC applications, petitions, or other papers (herein "FCC Filings") as deemed reasonably necessary by Buyer to change the facilities of the Station. Attached hereto as Schedule 11.6 (pursuant to Section 73.3517 of the FCC's Rules) is Seller's written statement ("Permission Statement") which specifically grants Seller's permission to Buyer (a) to file the FCC Filings with the FCC, and (b) to file the Permission Statement with the FCC Filings. Within one business day after Buyer has provided to Seller a draft FCC Filing (in any reasonable electronic or non-electronic format or media) pursuant to this Section 11.6, Seller will upload the Permission Statement in Acrobat (.pdf) format to the appropriate FCC Filing in CDBS and email Buyer that the Permission Statement has been so uploaded. In the event Seller materially breaches this Section 11.6 and/or unreasonably delays providing the Permission Statement to Buyer, Buyer shall have the right to terminate this Agreement, and upon giving written notice of termination, the Escrow Agent shall return the Deposit to Buyer, and the parties shall have no further obligations to each other. If the Closing does not occur, Buyer will, within 5 days of the termination of this Agreement, request in writing to the FCC that any FCC Filings be dismissed and withdrawn.

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

11.8. Assignment; Binding Effect. This Agreement shall not be assignable by either Seller or Buyer without the prior written consent of the other, provided that Buyer may (a) make collateral assignments of its right, title and interest hereunder to its lenders; and (b) with the consent of Seller, which consent shall not be unreasonably withheld, assign its rights and delegate its obligations, with recourse, to one or more partnerships, corporations or other business entities controlled by or under common control with Buyer, including without limitation a limited partnership of which Buyer is the sole general partner, provided that such assignment does not cause any delay in the fulfillment of the conditions in Section 6.1(a) or relieve Buyer of any liability hereunder; and provided further that (i) any such assignee shall agree in writing (in a form reasonably satisfactory to Seller and its counsel) to assume all of Buyer's obligations to Seller hereunder, and (ii) 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.

11.9. 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.

11.10. Entire Agreement. This Agreement (including the Exhibits and Schedules hereto), the Escrow Agreement, 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.

11.11. 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.

11.12. 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.

11.13. Confidentiality. Except as necessary for the consummation of the transactions contemplated by this Agreement, and except as and to the extent required by law, each party will keep confidential any information obtained from the other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all documents and information obtained by such party from the other party in connection with the transactions contemplated by this Agreement that are not readily available from other sources. This Section 11.13 shall survive the termination of this Agreement for a period of three (3) years.

[Signatures Appear on Next 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.

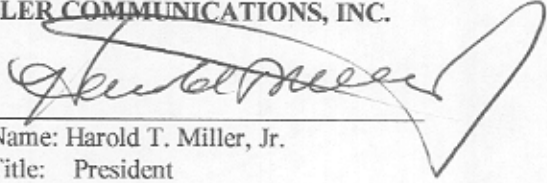
**SELLER:**

**WWBD, LLC**

By: \_\_\_\_\_  
Name: **James B. Bocock**  
Title: **Managing** Member

**BUYER:**

**MILLER COMMUNICATIONS, INC.**

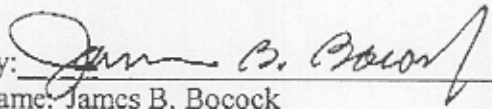
By:  \_\_\_\_\_  
Name: Harold T. Miller, Jr.  
Title: President



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:**

**WWBD, LLC**

By:   
Name: James B. Bocock  
Title: Managing Member

**BUYER:**

**MILLER COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: Harold T. Miller, Jr.  
Title: President

List of Schedules

<u>Schedule Number</u>	<u>Title</u>
1.1(a)(iii)	Schedule of Contracts
1.1(a)(v)	Schedule of Intangible Assets
1.3(e)	Schedule of Allocation of Purchase Price
1.5	Schedule of Encumbrances
2.8	Schedule of Financial Statements
3.3(c)	Schedule of Insurance
6.2(f)	Schedule of Corporate Counsel Opinions
11.6	Statement of Permission