

## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT, dated as of June 4, 2014 (this "Agreement"), is entered into by and between Georgia-Carolina Radiocasting Company, LLC, a South Carolina limited liability company ("Seller"), and Saga Communications of North Carolina, LLC., a Delaware limited liability company ("Buyer").

### **RECITALS**

A. Seller holds (i) a license (File No. BLFT-20140224ABG) for FM translator station W288CR, at Cashiers, North Carolina, Facility ID 155813 ("Station"); (ii) a construction permit (File No. BMPFT-20131113AJH) to operate the Station on FM Channel 262 (Call sign: W262CO), at Cashiers, North Carolina; and (iii) an application (File No. BLFT-20140508ABH) to cover that permit which is pending before the Federal Communications Commission (herein, the "FCC.") Existing authorizations and any future FCC construction permits and licenses are referred to herein as the "FCC Authorizations."

B. On the terms and conditions described in this Agreement, Seller desires to sell and Buyer desires to acquire all the FCC Authorizations (together with any other assets) held or to be held by Seller and used or held for use exclusively in connection with the construction and operation of the Station.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

1. Sale of Assets. On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the following assets owned by Seller and used or held for use exclusively in connection with the operation of the Station (the "Assets");

(a) Seller's engineering data and other intangible personal property used or held for use exclusively in the construction and operation of Station (the "Personal Property"); and

(b) the licenses, permits, applications and other authorizations, including the FCC Authorizations issued by the FCC, to Seller in connection with the operation of Station, including without limitation those set forth on Schedule 1 attached to this Agreement.

Seller shall transfer the Assets to Buyer at the Closing free and clear of all liens, claims or encumbrances of every kind and nature.

2. Consideration. In consideration for the sale of the Assets (including the FCC Authorizations) to Buyer, Buyer shall pay Seller the total sum of One Hundred Twenty Five

Thousand Dollars (\$125,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) Upon execution of this Agreement, Buyer will deposit in escrow pursuant to the Escrow Agreement attached as **Exhibit A** with the Escrow Agent named therein the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) (the "Earnest Money Deposit") which shall be held and disbursed pursuant to the terms of the Escrow Agreement.

(b) At the Closing, Buyer shall pay Seller the balance of the Purchase Price by wire transfer of immediately available funds, and Escrow Agent shall deliver to Seller the Earnest Money Deposit. Buyer and Seller shall jointly instruct the Escrow Agent to deliver to Seller the Earnest Money Deposit and to thereafter close the Earnest Money Account (after deducting any related fees and charges imposed by the bank).

3. FCC Consent; Assignment Application; Construction Permit.

(a) Buyer and Seller shall execute, file and prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to Station (the "FCC Consent") at a date not later than five (5) business days after the later of (1) the grant of an application for license to cover a construction permit authorizing Station to operate from an existing (but without an FCC Antenna Structure Registration Number) transmitter site located at North Latitude 35° 31' 39", West Longitude 082° 29' 44" [NAD 1927] (herein "the Busby Site") with the antenna's center of radiation no lower than 1,088 meters above mean sea level and effective radiated power of 250 Watts, utilizing a custom-designed directional antenna.

(b) Promptly following the execution of this Agreement, but no later than five (5) business days thereafter, Seller shall prepare and file, at Seller's expense (1) FCC Form 349 application(s) as necessary to facilitate eventual operation at the Busby Site. To comply with FCC rules and policies to authorize operation at the Busby Site, Seller may file an application or applications for a minor change or changes to the Station's facilities ("Compliance Site"). Buyer hereby grants Seller reasonable assurance of the availability of any of the transmitter sites from which Buyer operates any of its radio stations within 50 miles of the Busby Site and/or the Compliance Site [or alternate structures if approved in writing by Buyer] for filing purposes to utilize the Compliance Site and the Busby Site. In addition, Buyer hereby grants Seller Primary Station permission to rebroadcast any of Buyer's FCC aural licensed operations for filing purposes. At Buyer's expense, Buyer will provide to Seller the engineering section(s) of FCC Form 349 and Form 350 which Seller will upload to the appropriate FCC website (and promptly file) along with the other portions of the FCC Form 349 and Form 350 completed by Seller. Seller, from time to time, shall provide to Buyer at least two business days in advance of filing a draft of any application(s) or amendment(s) it proposes to file with the FCC, and obtain Buyer's approval prior to filing the application(s) or amendments(s), such approval not to be unreasonable withheld. Buyer will, subject to the supervision and control of Seller, bear the expense(s) of constructing, and supervise construction(s) of all facilities necessary to facilitate operation of the Station from the Compliance Site and the Busby Site. Buyer will purchase equipment as necessary to construct the facilities at the Compliance Site and the Busby Site and grant Seller access to and use of such equipment during the term of this Agreement.



4. Closing Date; Closing Place. The Closing ("Closing") of the transactions contemplated by this Agreement shall occur, unless otherwise agreed by Buyer and Seller, on the later of (a) ten (10) days after the date on which the FCC Consent is granted and shall have become a Final Order; (b) the date on which the FCC has granted a license for the Busby Site, and such grant has become a Final Order; and (c) the elapse of at least 91 days ("Interference Diligence Period") during which there has been receipt by Seller or Buyer of no *bona fide* complaints of interference during the Interference Diligence Period that are actionable by the FCC under Section 74.1203 of the FCC's rules such that the complaints would have a material adverse effect on the operation of the Station and/or FCC Authorizations ("the Closing Date"). In the event such a cognizable interference complaint is received and cannot be resolved in such a manner as to allow fully-licensed operations from the Busby Site, Buyer may terminate this Agreement and Buyer and Seller shall jointly instruct the Escrow Agent to refund to Buyer the Earnest Money Deposit. The Closing shall be held by mail, facsimile, or electronic mail, as the parties may agree. For the purposes of this Agreement, a Final Order is an order of the FCC that is no longer subject to, or the subject of, reconsideration or review by the FCC or any other court or authority. Buyer shall have the option to waive the condition of receipt of a Final Order and proceed to closing at any time following five (5) business days after the receipt of FCC Consent and the permit to operate the Station from the Busby Site and without regard to the receipt of interference complaints.

5. Representations and Warranties.

(a) Seller hereby makes the following representations and warranties to Buyer: (i) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of South Carolina; (ii) Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (iii) Seller is, and on the Closing Date will be, the holder of the FCC Authorizations listed on Schedule 1, all of which, by the Closing Date, will be in full force and effect, and, in the case of a construction permit, will not expire prior to three years from the dates of issue, or, in the case of a license, before December 1, 2019. The FCC Authorizations constitute all material licenses, permits and governmental authorizations and approvals necessary for the operation of Station. No proceeding (judicial, administrative or otherwise) has been commenced or, threatened against Seller, any of its affiliates, Station or in respect of any FCC Authorization which could lead to a revocation, suspension or limitation of the rights under any FCC Authorization. Seller is in compliance with each of the FCC Authorizations and knows of no state of facts related to Seller, its affiliates, Station or the FCC Authorizations which could lead to any such revocation, suspension or limitation of any FCC Authorization. Seller has no reason to believe that any FCC Authorization will not be granted or renewed, nor has any person or entity informed Seller that such person or entity intends to oppose any application related to Station or a related application for a license.

(b) Buyer hereby makes the following representation and warranty to Seller: Buyer is qualified to be an FCC licensee and to hold the FCC Authorizations that constitute part of the Assets;

(c) The representations and warranties set forth in this Section 5 shall survive for three years following the termination of this Agreement.

6. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of the parties under this Agreement is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by the opposing party:

(i) Buyer and Seller shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer and Seller prior to or as of the Closing Date;

(ii) The FCC Consent and the construction permits and license applications contemplated by this Agreement shall have been granted without being subject to any conditions that are materially adverse to Buyer, and each shall have become a Final Order unless Buyer waives this condition in writing; and

(iii) Buyer shall have delivered to Seller and Seller shall have delivered to Buyer, on the Closing Date, the documents and/or payments required to be delivered pursuant to Section 7.

(b) The performance of the obligations of Buyer under this Agreement is subject to the satisfaction of each of the following express conditions precedent:

(i) the FCC Authorizations shall be in full force and effect and Seller shall hold a valid license to locate and operate Station from the Busby Site; and

(ii) Seller shall be prepared to have all liens on the Assets, if any, released at Closing.

7. Closing Deliveries.

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer and its counsel:

(i) a Bill of Sale; and

(ii) an Assignment and Assumption of the Intangible Property and Station's FCC Authorizations, which FCC Authorizations shall not be subject to any conditions that are materially adverse to Buyer.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) the Purchase Price required by Section 2; and

(ii) an Assignment and Assumption of Station's FCC Authorizations and Intangible Property.

(c) Buyer and Seller shall also deliver such other documents at Closing as reasonably requested by the other to more fully effect or evidence the transactions contemplated by this Agreement, including, without limitation, joint written instructions to the Escrow Agent concerning disposition of the Earnest Money Deposit.

8. Termination. This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in breach of any of its material obligations under this Agreement, upon written notice to the other of any of the following: (a) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party (provided that Buyer's failure to pay the Purchase Price required by Section 2 shall be grounds for Seller to terminate this Agreement by written notice to Buyer, with no cure period); (b) if the FCC Consent and the license for the Busby Site have not been granted by the FCC prior to the expiration of 36 months following the date of this Agreement; or (c) if the Assignment Application or the construction permit applications or the license application for the Busby Site are denied by the FCC and such denials shall have become a Final Order(s). In the case of termination, Seller shall remove within six (6) months following



the date of such Final Order all Seller's equipment from the antenna structure and transmitter site owned or controlled by Buyer.

9. Notices. All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by overnight courier or hand delivery, addressed as set forth below in this Section 9. Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

If to Seller, to:

Georgia-Carolina Radiocasting, LLC  
Attention: Douglas M. "Art" Sutton, Jr.  
P.O. Drawer E  
233 Big A Road  
Toccoa, GA 30577  
Telephone: 706-297-2764  
Facsimile: 706-297-7266  
Email: Sutton@gacaradio.com

If to Buyer, to:

Saga Communications of North Carolina, LLC  
Attn: Samuel D. Bush  
73 Kercheval Ave. Ste 201  
Grosse Pointe Farms MI 48236  
Telephone: 313-886-7070  
Facsimile: 313-886-7150  
Email: sbush@sagacom.com

With a copy (which shall not  
Constitute notice) to:

Smithwick & Belendiuk, P.C.  
Attn: Gary S. Smithwick, Esq.  
Suite 301  
5028 Wisconsin Avenue, N.W.  
Washington, DC 20016  
Telephone: 202-363-4050  
Facsimile: 202-363-4266  
Email: gsmithwick@fccworld.com

If to Escrow Agent:

Smithwick & Belendiuk, P.C.  
Attn: Gary S. Smithwick, Esq.  
Suite 301  
5028 Wisconsin Avenue, N.W.  
Washington, DC 20016  
Telephone: 202-363-4050  
Facsimile: 202-363-4266  
Email: gsmithwick@fccworld.com

10. Confidentiality. Buyer agrees to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

11. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, without giving effect to the choice of law principles thereof.

12. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

13. Expenses. Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, or assessments, associated with the purchase of the Assets. Seller shall be responsible for any FCC fees relating to the filing of the Assignment Application and the construction permits (including applications for licenses to cover and regulatory fees. Buyer shall be responsible for all engineering work-ups, amendments or related third-party costs and expenses required thereby.

14. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

15. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof. Each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate or evidence the consummation of the transactions contemplated hereby. Notwithstanding the fact that this Agreement, or a form of this Agreement, was provided by Buyer to Seller, this Agreement shall not be effective (and neither Seller nor Buyer shall have any rights, expressed or implied, hereunder) until this Agreement is signed by Seller and Buyer.

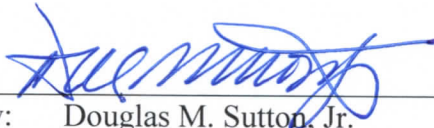
(Signatures to Follow)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Seller:

GEORGIA-CAROLINA  
RADIOCASTING COMPANY, LLC

  
By: Douglas M. Sutton, Jr.  
President/CEO

Buyer:

SAGA COMMUNICATIONS  
OF NORTH CAROLINA, LLC

By: \_\_\_\_\_  
Samuel D. Bush  
Treasurer

EXHIBIT 1

**ESCROW AGREEMENT**

SCHEDULE 1

**FCC AUTHORIZATIONS**

Georgia-Carolina Radiocasting, LLC

<b>Type of Authorization</b>	<b>Call Sign</b>	<b>FCC File Number</b>	<b>City of License</b>	<b>State</b>	<b>Exp. Date</b>
Construction Permit	W288CR	155813	Cashiers	NC	5/15/2016
Construction Permit*	W262CO	155813	Cashiers	NC	5/15/2016
License**	W288CR	155813	Cashiers	NC	12/1/2019

\*To be modified to locate transmitter at the Busby Site.

\*\* Application BLFT-20140508ABH pending. When granted, the license will expire as indicated.