PURCHASE AGREEMENT

DATED AS OF MARCH 3, 2003

BY AND AMONG

QANTUM COMMUNICATIONS CORPORATION,

QANTUM ACQUISITION COMPANY, LLC,

ROOT COMMUNICATIONS GROUP, L. P.,

ROOT COMMUNICATIONS LICENSE COMPANY, L. P.

AND

ROOT COMMUNICATIONS, INC.

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of March 3, 2003 (the "Effective Date") by and among **QANTUM COMMUNICATIONS CORPORATION**, a Delaware corporation ("Buyer"), **QANTUM ACQUISITION COMPANY, LLC**, a Delaware limited liability company ("Merger Sub"), **ROOT COMMUNICATIONS GROUP, L. P.**, a Delaware limited partnership ("Root"), **ROOT COMMUNICATIONS LICENSE COMPANY, L. P.**, a Delaware limited partnership ("Root License," and together with Root, the "Companies"), **ROOT COMMUNICATIONS, INC.**, a Florida corporation and the general partner of Root and Root License (the "General Partner").

RECITALS

Root owns and operates the following radio stations (the "Stations"), which broadcast radio programming into the following communities:

STATION	MARKET
WYNR (FM)	Waycross, Georgia
WWSN (FM)	Waycross, Georgia
WMOG (AM)	Brunswick, Georgia
WHFX (FM)	St. Simons Island, Georgia
WGIG (AM)	Brunswick, Georgia
WBGA (FM)	Darien, Georgia
WDZD (FM)	Ocean Isle Beach, North Carolina
WJMX (AM)	Florence, South Carolina
WJMX (FM)	Cheraw, South Carolina
WDAR (FM)	Darlington, South Carolina
WPFM (AM)	Darlington, South Carolina
WEGX (FM)	Dillon, South Carolina
WDSC (AM)	Dillon, South Carolina
WSQN (FM)	Scranton, South Carolina
WGSS (FM)	Kingstree, South Carolina
WWXM (FM)	Garden City, South Carolina
WGTR (FM)	Bucksport, South Carolina
WWSK (FM)	Briarcliffe Acres, South Carolina
WWAV (FM)	Santa Rosa Beach, Florida
WMXZ (FM)	DeFuniak Springs, Florida
WMXA (FM)	Opelika, Alabama
WKKR (FM)	Auburn, Alabama
WZMG (AM)	Pepperell, Alabama
WTLM (AM)	Opelika, Alabama
WCJM (FM)	West Point, Georgia
WPLV (AM)	West Point, Georgia
W283AB	Florence, South Carolina
W237AS	Florence, South Carolina
W242AJ	Bucksport, South Carolina

pursuant to certain authorizations issued by the Federal Communications Commission (the "Commission" or the "FCC") to Root License. Root and the General Partner own all of the outstanding ownership interests of Root License.

The Board of Directors of the General Partner, Buyer and Merger Sub are of the opinion that the transactions described herein are in the best interests of the Parties to this Agreement and their respective stockholders or partners, as the case may be. This Agreement provides for the acquisition of the Companies by Buyer pursuant to (i) the merger of Root with and into Merger Sub and (ii) the sale by the General Partner of its ownership interest in Root License. On the Closing Date, the outstanding ownership interests of Root shall be converted into the right to receive a cash payment from Buyer and the Root License Units shall be sold to Merger Sub for a cash payment from Buyer. The transactions described in this Agreement are subject to the approvals of the FCC and the satisfaction of certain other conditions described in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referenced below:

"Accounts Receivable" means the aggregate amount of all accounts receivable of the Companies shown on the Closing Date Balance Sheet, *but excluding* all net trade receivables shown on the Closing Date Balance Sheet.

"Adjusted Current Assets" means (i) the aggregate amount of prepaid expenses of the Companies calculated in accordance with GAAP shown on the Closing Date Balance Sheet and (ii) the aggregate amount of all Letter of Credits of the Companies calculated in accordance with GAAP shown on the Closing Date Balance Sheet.

"Adjusted Current Liabilities" means the aggregate amount of the current liabilities of the Companies calculated in accordance with GAAP shown on the Closing Date Balance Sheet, *but excluding* (a) the Existing Debt Payoff Amount, (b) any Related Party Debt, and (c) the Root Transaction Expenses.

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934.

"Agreement" has the meaning set forth in the Recitals above.

"Allocation Schedule" has the meaning set forth in Section 2.4(b)(i).

"Annual Financial Statements" has the meaning set forth in Section 3.6.

"Assets" has the meaning set forth in Section 3.8.

"Benefit Plans" has the meaning set forth in Section 3.13(a).

"Buyer" has the meaning set forth in the introductory paragraph.

"Buyer's Accountants" has the meaning set forth in Section 2.7(d).

"Buyer's Threshold Amount" has the meaning set forth in Section 12.3(c).

"Cash Percentage" means, with respect to any of the Root Partners, the percentages of the Purchase Price set forth for such Partner on Exhibit A to be delivered to Buyer at least one (1) business day prior to the Closing, that such Partner is entitled pursuant to the terms and provisions of the Root Limited Partnership Agreement.

"CERCLA" has the meaning set forth in Section 3.10(b).

"Certificate of Merger" has the meaning set forth in Section 2.1(b).

"Closing" has the meaning set forth in Section 2.6(a).

"Closing Cash Consideration" has the meaning set forth in Section 2.6(b)(i).

"Closing Date" means the date and time as of which the Closing occurs as set forth in Section 2.6(a).

"Closing Date Balance Sheet" has the meaning set forth in Section 2.7(b)(i).

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the regulations promulgated thereunder.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collection Period" has the meaning set forth in Section 2.7(e).

"Commission" has the meaning set forth in the Recitals.

"Communications Act" means the Communications Act of 1934, as amended.

"Communications Laws" means the Communications Act and the other rules and published policies of the FCC.

"Companies" has the meaning set forth in the introductory paragraph.

"Companies' Repairs" has the meaning set forth in Section 11.1(g).

"Company Intellectual Property" means all Intellectual Property Rights owned, licensed or used by the Companies.

"Contract" means any agreement, contract, obligation, promise, or undertaking (whether written or oral) that is legally binding.

"Denial Order" has the meaning set forth in Section 11.1(e).

"Disclosure Schedules" means the disclosure schedules delivered to Buyer on the Effective Date.

"DLLCA" has the meaning set forth in Section 2.1(a).

"DRULPA" has the meaning set forth in Section 2.1(a).

"Effective Date" means the date as of which this Agreement was executed as set forth in the first sentence of this Agreement.

"Effective Time" has the meaning set forth in Section 2.1(b).

"Encumbrance" means any charge, lien, mortgage, deed of trust, pledge, security interest, claim, lease, option, right of first refusal, easement, restrictive covenant, encroachment, encumbrance, or other restriction or limitation whatsoever.

"End Date" has the meaning set forth in Section 11.1(b).

"Environmental, Health and Safety Laws" has the meaning set forth in Section 3.10(a).

"Environmental, Health and Safety Permits" means any Governmental Authorization required under any Environmental, Health and Safety Laws.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations and rules issued thereunder.

"Escrow Agent" means the escrow agent mutually agreed upon by Buyer and the Companies to serve as escrow agent under the Escrow Agreement and the Pre-Closing Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement, in substantially the form of Exhibit B to be entered into prior to the Closing Date by Buyer, the Companies and the Escrow Agent.

"Escrow Amount" has the meaning set forth in Section 2.6(b)(ii).

"Excluded Assets" means the assets of the Companies set forth on Schedule 1 of the Disclosure Schedules, including, without limitation, all cash and cash equivalents of the Companies as of the Closing Date and the name "Root."

"Excluded Liabilities" means the liabilities arising in connection with those matters listed on Schedule 1; Schedule 3.7(c); Item 3 of Schedule 3.7(e); Schedule 3.10; Schedule 3.12; Schedule 3.15(b); and Schedule 3.16.

"Existing Debt" means all Indebtedness other than Related Party Debt.

"Existing Debt Payoff Amount" means the Existing Debt outstanding on the Closing Date.

"FCC" has the meaning set forth in the Recitals.

"Final Order" means an order of the Commission which is not reversed, stayed, enjoined or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition or notice of appeal or for review by the Commission or a court with jurisdiction over such matters, and for any reconsideration, stay or setting aside by the Commission or court on its own motion or initiative, has expired.

"Financial Statements" has the meaning set forth in Section 3.6.

"Fundamental Representations" has the meaning set forth in Section 12.1.

"GAAP" means United States generally accepted accounting principles.

"General Partner" has the meaning set forth in the introductory paragraph.

"Government Antitrust Authority" has the meaning set forth in Section 7.1(b)(i).

"Governmental Authority" means any United States federal, state or local or any foreign government, governmental authority, regulatory or administrative authority or any court, tribunal or judicial body.

"Governmental Authorization" means any approval, consent, license, permit, waiver, or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

"HIPAA" means Health Insurance Portability and Accountability Act of 1976, as amended, and the regulations promulgated thereunder.

"HSR Act" means Section 7A of the Clayton Act, as added by Title II of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" means (i) any indebtedness of the Companies for borrowed money, whether short term or long term, (ii) any indebtedness arising under capitalized leases, conditional sales contracts and other similar title retention instruments, (iii) all liabilities secured by any Lien on any property owned by the Companies, and (iv) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect the Companies against fluctuations in interest rates.

"Indemnification Claim" has the meaning set forth in Section 12.4(a).

"Indemnification Notice" has the meaning set forth in Section 12.4(a).

"Indemnitee" has the meaning set forth in Section 12.4(a).

"Indemnitor" has the meaning set forth in Section 12.4(a).

"Independent Accounting Firm" has the meaning set forth in Section 2.7(d).

"Initial Order" means the Commission's issuance of its approval of the transfer of control of Root License to Buyer or any entity determined by Buyer in accordance with this Agreement and without any condition that Buyer reasonably determines to be materially adverse to Buyer.

"IP Licenses" means all material licenses, sublicenses and other agreements or permissions related to Company Intellectual Property under which the Companies are a licensor or licensee.

"Intellectual Property Rights" means all rights of any Person in and to (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (b) trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations

thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and all applications, registrations and renewals in connection therewith, (d) mask works and all applications, registrations and renewals in connection therewith, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (f) computer software (including all source code, object code, data and related documentation), and (g) Internet addresses, domain names, websites and web pages, other than the Excluded Assets.

"Interim Financial Statement" has the meaning set forth in Section 3.6.

"IRC" means the Internal Revenue Code of 1986, as amended, and regulations issued by the IRS pursuant to the Internal Revenue Code.

"IRS" means the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

"Knowledge" means with respect to any matter in question, in the case of the Companies, if any of the Specified Officers of the General Partner has actual knowledge of such matter and, in the case of Buyer, if any of the Specified Officers of Buyer has actual knowledge of such matters. For purposes of this definition, the term "Specified Officers" means: (i) with respect to the General Partner, Dan Savadove, Marc Guralnick and Rich McGrane and (ii) with respect to Buyer, Frank Osborn and Mike Mangan.

"LC Proceeds" means the proceeds received by the Escrow Agent upon its presentment of the Letter of Credit pursuant to the Pre-Closing Escrow Agreement.

"Leased Real Property" has the meaning set forth in Section 3.7.

"Leases" means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which either of the Companies uses or occupies or has the right to use or occupy any Leased Real Property.

"Legal Requirement" means any federal, state, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

"Letter of Credit" has the meaning set forth in Section 2.8.

"Losses" of a Person means any and all losses, liabilities, damages, claims, awards, judgments, costs and expenses (including, without limitation, reasonable attorney's fees) actually suffered or incurred by such Person, but, solely with respect to Losses arising from Third Party Claims (but not with respect to Losses arising from Excluded Liabilities), specifically excluding any special, indirect, incidental or consequential damages unless such special, indirect, incidental or consequential damages are awarded to the Person bringing a Third Party Claim.

"Material Adverse Effect" means any change, event, effect or condition that, individually or together with any other change, event, effect or condition, is materially adverse to the business, results of operations or financial condition of the Companies, taken as a whole, or on the ability to consummate timely the transactions contemplated hereby.

"Material Contracts" has the meaning set forth in Section 3.19(a).

"Media General Option Agreement" has the meaning set forth in Section 6.11.

"Merger" has the meaning set forth in Section 2.1(a).

"Merger Sub" has the meaning set forth in the introductory paragraph.

"Multiemployer Plan" means any "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA.

"Non-Disclosure Agreement" means that letter executed by Buyer dated September 9, 2002, concerning the non-disclosure of the Companies' confidential information and trade secrets.

"Objections Notice" has the meaning set forth in Section 2.4(b)(ii).

"Order" means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority.

"Organizational Documents" has the meaning set forth in Section 3.1.

"Owned Real Property" has the meaning set forth in Section 3.7.

"Party" or "Parties" means, individually or collectively, Buyer, each of the Companies and the General Partner.

"Permitted Exceptions" means (i) Encumbrances for Taxes not yet due or payable or that are being contested in good faith by appropriate Proceedings and which are fully reserved by the Companies, (ii) Encumbrances in favor of vendors, carriers, warehousemen, repairmen, mechanics, workers, materialmen, construction or similar Encumbrances arising by operation of law or in the ordinary course of business in respect of obligations that are not yet due or that are being contested in good faith by appropriate Proceedings, the value of which is fully reserved for by the Companies, (iii) Encumbrances arising pursuant to discharged indebtedness which are to be released at or prior to the Closing, and (iv) easements, reservations, rights of way, restrictions, covenants, conditions and other similar encumbrances whether of record or apparent on the premises, including but not limited to road, highway, pipeline, railroad and utility easements, which do not, individually or in the aggregate, materially interfere with the use, occupancy or operation of the Real Property as currently used, occupied and operated and as intended to be used, occupied and operated.

"Person" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or Governmental Authority.

"Post-Closing Obligations" has the meaning set forth in Section 12.1.

"Pre-Closing Escrow Agreement" has the meaning set forth in Section 2.6(b)(viii).

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Purchase Price" has the meaning set forth in Section 2.3(a).

"Real Property" has the meaning set forth in Section 3.7.

"Related Party" means any partner, shareholder, director, officer, employee, trustee, beneficiary or Affiliate (including a wife, husband, or other Person controlled by, controlling or under common control with another Person) of either of the Companies.

"Related Party Debt" means any Indebtedness due and owing any Related Party (other than any Indebtedness due from one of the Companies to the other).

"Related Party Debt Payoff Amount" means the Related Party Debt outstanding on the Closing Date.

"Related Party Transactions" has the meaning set forth in Section 3.22.

"Representative" means with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants and financial advisors.

"Response Period" has the meaning set forth in Section 2.4(b)(ii).

"Root" has the meaning set forth in the introductory paragraph.

"Root's Accountants" means BDO Seidman.

"Root License" has the meaning set forth in the introductory paragraph.

"Root License Unit Purchase Price" has the meaning set forth in Section 2.3(b).

"Root License Units" has the meaning set forth in Section 2.2.

"Root Limited Partnership Agreement" means the Second Amended and Restated Limited Partnership Agreement of Root dated as of March 31, 2000.

"Root Partners" has the meaning set forth in Section 3.4.

"Root's Threshold Amount" has the meaning set forth in Section 12.2(c).

"Root Transaction Expenses" means all costs and expenses incurred by the Companies, the General Partner or on their behalf in connection with the preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement, including, without limitation, (i) all fees of attorneys, accountants, and financial advisors (including Star Media Group, Inc.), (ii) all costs and fees payable to lenders in connection with Existing Debt and (iii) all fees and expenses incurred by the General Partner following the Closing.

"Root Units" has the meaning set forth in Section 2.1(f).

"Securities Act" means the Securities Act of 1933, as amended, or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"Space Leases" has the meaning set forth in Section 3.7.

"Space Tenant" has the meaning set forth in Section 3.7.

"Station License" has the meaning set forth in Section 3.15.

"Stations" has the meaning set forth in the Recitals.

"Subsidiaries" means any entity with respect to which a specified Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect a majority of the directors, or similar managing body.

"Surviving Entity" has the meaning set forth in Section 2.1(a).

"SWDA" has the meaning set forth in Section 3.10(b).

"Target Amount" means the sum of (i) $1,000,000 *less* the aggregate amount of the Adjusted Current Assets *plus* (ii) the aggregate amount of the Adjusted Current Liabilities.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxes" means (i) any federal, state, provincial, local, foreign or other income, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental (including taxes under Section 59A of the IRC), real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar taxes, duty or other governmental charge or assessment or deficiencies thereof (including all interest and penalties thereon and additions thereto whether disputed or not) and (ii) any transfer liability in respect of any items described in clause (i) above.

"Third Party Claim" means any Proceeding that is instituted against an Indemnitee by a Person other than an Indemnitor or another Indemnitee.

"Title IV Plan" has the meaning set forth in Section 3.13(e).

"Transfer of Control Application" has the meaning set forth in Section 5.1.

"WARN" means the Worker Adjustment and Retraining Notification act of 1988 or any similar state or local law.

ARTICLE 2
MERGER; PURCHASE AND SALE; CLOSING

2.1 Merger.

(a) Subject to the terms and conditions of this Agreement, at the Closing, Root shall be merged with and into Merger Sub (the "Merger") in accordance with Section 17-211 of the Delaware

Revised Uniform Limited Partnership Act ("DRULPA") and Section 18-209 of the Delaware Limited Liability Company Act ("DLLCA"). Following the Merger, Merger Sub shall continue as the surviving entity (the "Surviving Entity") and the separate limited partnership existence of Root shall cease.

(b) A certificate of merger (the "Certificate of Merger") reflecting the Merger shall be duly prepared and executed in accordance with DRULPA and the DLLCA and delivered on the Closing Date to the Secretary of State of the State of Delaware for filing. The Merger shall become effective on the date and at the time the Certificate of Merger shall become effective with the Secretary of State of the State of Delaware (the "Effective Time"). The Merger shall have the effects set forth in the DLLCA and DRULPA.

(c) The Certificate of Formation of Merger Sub as in effect immediately preceding the Effective Time shall be the Certificate of Formation of the Surviving Entity. The Limited Liability Company Agreement of Merger Sub as in effect immediately preceding the Effective Time shall be the Limited Liability Company Agreement of the Surviving Entity.

(d) The managers of Merger Sub immediately prior to the Effective Time shall be the managers of the Surviving Entity and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in a manner provided in the Limited Liability Company Agreement of the Surviving Entity, or as otherwise provided by law.

(e) The ownership interests of Root (the "Root Units") outstanding immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, be converted into the collective right to receive the Purchase Price, and each of the holders of the Root Units shall be entitled to receive a cash payment equal to its Cash Percentage of the Purchase Price (less the Root Transaction Expenses), of which an aggregate of Four Million One Hundred Thousand Dollars ($4,100,000) will be placed in escrow pursuant to the provisions of Section 2.6(b)(iii) of this Agreement. At the Effective Time, the Root Units shall only represent the right to receive the Purchase Price.

(f) Each unit of Merger Sub issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, remain outstanding as a unit of the Surviving Entity.

(g) The Purchase Price shall be deemed to have been paid in full satisfaction of all rights pertaining to the Root Units.

2.2 Purchase and Sale of Root License Units. Subject to the terms and conditions of this Agreement, at the Closing, the General Partner shall sell, assign, convey, transfer and deliver to Merger Sub, and Merger Sub shall purchase, acquire and accept from the General Partner, the ownership interests of the General Partner in Root License (the "Root License Units") for the Root License Unit Purchase Price. Following the Merger and the purchase of the Root License Units, Merger Sub will own good and marketable title to all of the ownership interests in Root License, free and clear of all Encumbrances.

2.3 Purchase Price.

(a) The aggregate consideration to be paid by Buyer to the Root Partners in connection with the Merger shall be Eighty-One Million Nine Hundred Eighty-Four Thousand Dollars ($81,984,000), as further increased or decreased on a dollar-for-dollar basis for the cumulative net adjustments required by the following (as adjusted, the "Purchase Price"):

(i) The Purchase Price shall be decreased by the Existing Debt Payoff Amount.

(ii) The Purchase Price shall be decreased by the Related Party Debt Payoff Amount.

(iii) The Purchase Price shall be increased by the amount, if any, by which the Accounts Receivable collected during the Collection Period pursuant to Section 2.7(e) is greater than the Target Amount.

(iv) The Purchase Price shall be decreased by the amount, if any, by which the Accounts Receivable collected during the Collection Period pursuant to Section 2.7(e) is less than the Target Amount.

(b) The aggregate consideration to be paid by Buyer to the General Partner in connection with the purchase of the Root License Units pursuant to Section 2.2 shall be Sixteen Thousand Dollars ($16,000) (the "Root License Unit Purchase Price").

2.4 Allocation. Buyer and the General Partner agree to negotiate in good faith the allocation of the Purchase Price among the assets of Root (for all tax purposes); provided, however, neither Buyer, the General Partner nor any of the Sellers shall be bound by either party's allocation unless the Buyer and the General Partner mutually agree in writing to such allocation.

2.5 Certain Events Immediately Prior to the Closing. Immediately prior to the Closing, in addition to such other actions as may be provided for herein:

(a) The General Partner shall obtain payoff letters with respect to any Existing Debt in order to establish the Existing Debt Payoff Amount and any Related Party Debt in order to establish the Related Party Debt Payoff Amount.

(b) Buyer, the General Partner and the Escrow Agent shall enter into the Escrow Agreement in order to establish terms and conditions regarding the treatment of the Escrow Amount to satisfy obligations, if any, of the General Partner and the other Root Partners pursuant to Section 12.2. The Escrow Agreement shall provide that (i) the Escrow Amount, and all interest and investment returns thereon, shall be distributed in accordance with this Agreement and the Escrow Agreement within three (3) business days after the first (1st) anniversary of the Closing Date unless there are claims outstanding, (ii) the holders of the Root Units shall be entitled to all interest and investment returns accruing during the term of the Escrow Agreement on that portion of the Escrow Amount payable to them pursuant to the terms of this Agreement and the Escrow Agreement, (iii) Buyer and the General Partner shall each be responsible for payment of one-half of the fees and charges of the Escrow Agent and otherwise incurred under such agreement and (iv) in acting under the Escrow Agreement, the Escrow Agent shall be entitled to the privileges and immunities customary of such agents.

(c) The General Partner shall take, or shall cause Root or Root License to take, such actions as may be required to distribute to the General Partner or the other Root Partners the Excluded Assets.

2.6 The Closing.

(a) The Merger and the purchase and sale of the Root License Units provided for in this Agreement (the "Closing") shall take place at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, at 10:00 a.m., New York Time, on the date that is five (5) business days following the latest to occur of (i) the date the Initial Order has become a Final Order, (ii)

the date of termination of the applicable waiting periods under the HSR Act; (iii) the date all other conditions to Closing which must be satisfied prior to Closing have been met or (iv) the Effective Time, or at such other time and place as the Parties may agree (the applicable date on which the Closing shall occur is referred to herein as, the "Closing Date").

(b) At the Closing, in addition to such other actions as may be provided for herein:

(i) Buyer shall deliver to the Root Partners Seventy-Seven Million Eight Hundred Eighty-Four Thousand Dollars ($77,884,000), as decreased by the Existing Debt Payoff Amount and the Related Party Debt Payoff Amount (the "Closing Cash Consideration") by wire transfer in immediately available, U.S. dollar funds to an account designated by the General Partner prior to the Closing. Each Root Partner shall be entitled to a cash payment equal to such Partner's Cash Percentage of the Closing Cash Consideration, less the Root Transaction Expenses. The General Partner shall pay, or make adequate provision for the payment of, all Root Transaction Expenses prior to the payment of the Closing Cash Consideration to the Root Partners.

(ii) Buyer shall deliver to the Escrow Agent Four Million One Hundred Thousand Dollars ($4,100,000) (the "Escrow Amount") in accordance with the provisions of Section 2.5(b).

(iii) Buyer shall deliver to General Partner the Root License Purchase Price by wire transfer in immediately available, U.S. dollar funds to accounts designated by the General Partner prior to the Closing.

(iv) The General Partner shall deliver to Merger Sub an assignment of the Root License Units in the form attached hereto a Exhibit C, executed by the General Partner, and other good and sufficient instruments and documents of conveyance and transfer as shall be necessary and effective to transfer and assign to Merger Sub all of the General Partner's right, title and interest in and to the Root License Units.

(v) Root shall deliver to Buyer the certificates provided for in Sections 8.1 and 8.2, and Buyer shall deliver to Root the certificates provided for in Sections 9.1 and 9.2.

(vi) Buyer shall satisfy in full the Existing Debt Payoff Amount in accordance with the Existing Debt payoff letters.

(vii) Buyer shall satisfy in full the Related Party Debt Payoff Amount in accordance with the Existing Debt payoff letters.

(viii) Buyer and the General Partner shall cause the Letter of Credit or the LC Proceeds to be returned to the Buyer in accordance with the terms of an Escrow Agreement (the "Pre-Closing Escrow Agreement").

(ix) The General Partner shall deliver to Buyer an opinion of special communications counsel for the Companies, in substantially the form attached as Exhibit D hereto dated as of the Closing Date, addressed to Buyer.

2.7 Preparation of Closing Date Balance Sheet; Determination of Purchase Price Adjustments.

(a) The General Partner shall deliver to Buyer at least one (1) business day prior to

the Closing (i) the Cash Percentages and (ii) a list of all Accounts Receivable of the Companies as of the Closing Date, which list sets forth the name of the account debtor and an aging of such accounts receivable. As promptly as practicable, but in any event within sixty (60) days following the Closing Date, the General Partner shall prepare and deliver to Buyer (x) a consolidated unaudited balance sheet of the Companies, dated as of the Closing Date (the "Closing Date Balance Sheet") substantially in the form of, and prepared on a basis consistent with and utilizing the same principles, practices and policies as those used in preparing, the December 31, 2001 balance sheet included in Schedule 3.6, and (y) a certificate of the Chief Financial Officer of the General Partner stating that the Closing Date Balance Sheet was prepared in accordance with GAAP consistent with past practice and setting forth the Adjusted Current Assets and the Adjusted Current Liabilities.

(b) Buyer and their representatives shall be given timely access to all supporting documents and work papers used in the preparation of the Closing Date Balance Sheet, as appropriate in connection with its review of the Closing Date Balance Sheet.

(c) Buyer may dispute the Closing Date Balance Sheet; provided, however, that Buyer shall have notified the General Partner in writing of each disputed item, specifying the amount thereof in dispute and setting forth, in reasonable detail, the basis for such dispute, within thirty (30) days of the General Partner's delivery of the deliverables specified in Section 2.7(a)(x) to Buyer. In the event of such a dispute, the General Partner and Buyer shall attempt to reconcile their differences. If the General Partner and Buyer are unable to reach a resolution within thirty (30) days after receipt by the General Partner of the Buyer's written notice of dispute, the General Partner and Buyer shall submit the items remaining in dispute for resolution to Root's Accountants and to an independent accounting firm of international reputation chosen by Buyer (the "Buyer's Accountants"), who shall attempt to reconcile the remaining differences, and any resolution by them as to any such remaining disputed amounts shall be final and binding on the Parties hereto. If Root's Accountants and Buyer's Accountants are unable to reach a resolution with such effect within fifteen (15) days after submission to them of such items remaining in dispute, the General Partner and Buyer shall submit the items then remaining in dispute for resolution to an independent accounting firm of international reputation mutually acceptable to the General Partner and Buyer (such other accounting firm being referred to herein as the "Independent Accounting Firm"), which shall, within fifteen (15) days after such submission, determine and report to the General Partner and Buyer upon such remaining disputed items, and such report shall be final and binding on the General Partner and Buyer. The fees and disbursements of the Independent Accounting Firm shall be allocated equally between Buyer, on the one hand, and the holders of the Root Units, on the other hand. In acting under this Agreement, Root's Accountants, Buyer's Accountants and the Independent Accounting Firm shall be entitled to the privileges and immunities of arbitrators.

(d) The Closing Date Balance Sheet shall be deemed final for the purposes of this Section 2.7 upon the earliest of (i) the failure of Buyer to notify the General Partner of a dispute within thirty (30) days of the General Partner's delivery of the Closing Date Balance Sheet to Buyer, (ii) the resolution of all disputes, pursuant to Section 2.7(c) by the General Partner and Buyer, (iii) the resolution of all disputes, pursuant to Section 2.7(c) by Root's and Buyer's Accountants and (iv) the resolution of all disputes, pursuant to Section 2.7(c) by the Independent Accounting Firm.

(e) Buyer and the Surviving Entity shall use commercially reasonable efforts to collect the Accounts Receivable during the one hundred eighty (180) day period following the Closing Date (the "Collection Period"); provided, however, that such efforts shall not include the retention of collection agencies or attorneys, or the institution of any action, to collect the Accounts Receivable. If, during the Collection Period, Buyer or the Surviving Entity receives monies from an account debtor (whether generated from transactions entered into prior to or after the Closing Date) and that account debtor is included as an account debtor of any of the Accounts Receivable, Buyer and the Surviving

Entity shall credit said sums to the oldest Accounts Receivable of such account debtor generated after January 1, 2002 and, after satisfaction thereof (either in full or following any compromise or settlement in accordance with this Section 2.7(e)), to any account of the Surviving Entity generated after the Closing Date (unless such account debtor specifically designates an Accounts Receivable generated prior to January 1, 2002, in which event the Surviving Entity shall credit such account). During the Collection Period, neither Buyer nor the Surviving Entity shall compromise or settle any Accounts Receivable that any account debtor contests in writing the validity of its obligation with respect to such Accounts Receivable, without the prior written consent of the General Partner, which consent shall not be unreasonably withheld or delayed. Buyer shall submit to the General Partner within thirty (30) days following the end of each calendar month during the Collection Period and at the end of the Collection Period an accounting of the amounts collected during such period from the Accounts Receivable. At the end of the Collection Period, Buyer and the Surviving Entity shall transfer all Accounts Receivable that have not been collected pursuant to this Section 2.7(e) to the General Partner. Thereafter, neither Buyer nor the Surviving Entity shall have any obligation hereunder with respect to the Accounts Receivable, except that Buyer and the Surviving Entity shall immediately pay over to the General Partner any amounts subsequently paid to either of them as payment of the Accounts Receivable. Except as provided in this Section 2.7, neither Buyer nor the Surviving Entity shall be obligated to use any efforts to collect, and shall not incur any liability to the Root Partners for, any of the Accounts Receivable.

(f) In the event that the aggregate amount of the Accounts Receivable collected during the Collection Period is greater than the Target Amount, then each holder of Root Units on the Closing Date shall be entitled to a cash payment equal to its Cash Percentage of the amount by which the aggregate amount of the Accounts Receivable collected during the Collection Period is greater than the Target Amount. Buyer shall remit such amount (less any prior payments of such amounts) within fifteen (15) days after the end of each month during the Collection Period and within fifteen (15) days after the end of the Collection Period by wire transfer in immediately available, U.S. dollar funds to an account designated by the General Partner for distribution to the Root Partners (without apportionment to the Escrow Agent for any percentage thereof).

(g) In the event that the aggregate amount of the Accounts Receivable collected during the Collection Period is less than the Target Amount, then Buyer shall be entitled to a cash payment equal to the amount by which the aggregate amount of the Accounts Receivable collected during the Collection Period is less than the Target Amount. The General Partner shall pay such amount within fifteen (15) days after the end of the Collection Period by wire transfer in immediately available, U.S. dollar funds to accounts designated by the Buyer. In the event that the General Partner fails to promptly pay to Buyer any amounts due pursuant to this Section 2.7(g), Buyer shall be entitled to recover such amounts from the Escrow Amount. In such event, the Root Partners shall be required to replenish the Escrow Amount by such amount within five (5) Business Days after notice from the Escrow Agent.

2.8 Letter of Credit. Simultaneously with the execution and delivery of this Agreement, Buyer shall deliver to the Escrow Agent an irrevocable letter of credit issued by the Bank of Montreal in the stated amount of Four Million One Hundred Thousand Dollars ($4,100,000) (the "Letter of Credit"). The Escrow Agent shall hold and disburse the Letter of Credit or the LC Proceeds pursuant to this Agreement and the terms of the Pre-Closing Escrow Agreement in the form previously agreed upon by the Parties, which is being executed simultaneously with the execution and delivery of this Agreement.

2.9 Specific Performance. The General Partner agrees that the Companies and Root License Units to be purchased hereunder include unique property that cannot be readily obtained on the open market and Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right specifically to enforce the performance of the General Partner under this Agreement without the necessity of posting any bond or other security, and the General Partner hereby

waives the defense in any such suit that Buyer has an adequate remedy at law and agrees not to interpose any opposition, legal or otherwise, as to the propriety of specific performance as a remedy. The remedy of specifically enforcing any or all of the provisions of this Agreement in accordance with this Section 2.9 shall not be exclusive of any other rights and remedies which Buyer may otherwise have under this Agreement or otherwise, all of which rights and remedies shall be cumulative.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF ROOT AND ROOT LICENSE

Each of Root, Root License and the General Partner, jointly and severally, represents and warrants to Buyer as follows:

3.1 Organization and Good Standing. Each of the Companies is a limited partnership organized, validly existing and in good standing under the laws of the State of Delaware. Root and Root License each has the full limited partnership power and authority to own its property and carry on the Business as now being conducted, except where the lack of such qualification would not have a Material Adverse Effect. Root License has the full limited partnership power and authority to be the licensee of the FCC Licenses. Copies of the certificate of limited partnership and limited partnership agreement of each of the Companies, in each case as amended to the Effective Date (collectively, the "Organizational Documents"), have been made available for review by Buyer and are true and complete. The general partner of each of the Companies is the General Partner.

3.2 Authority; Validity; Consents. Each of the Companies has the requisite power, capacity and authority necessary to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Companies and the consummation of the transactions contemplated herein have been duly and validly authorized. This Agreement constitutes the legal, valid and binding obligation of the Companies and the General Partner enforceable against them in accordance with its terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Except as set forth in Schedule 3.2 of the disclosure schedules delivered to Buyer on the Effective Date (the "Disclosure Schedules"), neither the Companies nor the General Partner is required to give any notice to or obtain any consent from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby.

3.3 No Conflict. Assuming the consents and other actions described in Schedule 3.2 have been obtained and taken, the execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of either of the Companies under (a) any Material Contract, (b) the Organizational Documents, (c) any Order of any Governmental Authority or arbitrator, or (d) any material Legal Requirement, except, in all such cases, to the extent such breach, default or conflict may result from any facts or circumstances relating solely to Buyer.

3.4 Capitalization. Schedule 3.4 sets forth as of the Effective Date (i) the aggregate number of Root Units that are issued and outstanding, (ii) the aggregate number of Root License Units that are issued and outstanding, (iii) the name of each holder of Root Units (the "Root Partners"), (iv) the name of each holder of Root License Units and (v) the number of units owned by each such holder. Each of the Root Partners is the beneficial owner of good and legal title to its respective Root Units, free and clear of all Encumbrances. Root and the General Partner are the beneficial owners of good and legal title to all of the Root License Units, free and clear of all Encumbrances. The Root Units and the Root License Units are validly issued and, except for general partnership interests, are fully paid and non-assessable. Except

as set forth on Schedule 3.4, there are no outstanding or authorized commitments or plans by either of the Companies to issue any additional ownership interests, to admit any additional partners or to purchase or redeem any ownership interest. There are not outstanding any securities or obligations which are convertible into or exchangeable for any beneficial title, rights or interest in either of the Companies, except the rights that are part of the Root Units and Root License Units to be acquired at Closing. Following the delivery of the Root License Units to Merger Sub at the Closing pursuant to this Agreement, Merger Sub will own all of the issued and outstanding ownership interests of Root License.

3.5 Subsidiaries; Equity Investments. Root has no Subsidiaries other than Root License. Root License has no Subsidiaries. Except as described in Section 3.4 and in Schedule 3.4, the Companies do not, either directly or indirectly, own of record or beneficially any shares or other equity interests in any Person.

3.6 Financial Statements. Attached as Schedule 3.6 are (i) the audited consolidated balance sheets of the Companies as of December 31, 2001, 2000 and 1999 and the related consolidated statements of income, equity and cash flows for the years then ended (collectively, the "Annual Financial Statements") and (ii) the unaudited consolidated balance sheets of the Companies as of December 31, 2002, and the related statements of operations and cash flows for the year then ended (collectively, the "Interim Financial Statement"). The Annual Financial Statements and the Interim Financial Statement are sometimes herein collectively referred to as the "Financial Statements." The Financial Statements were prepared in accordance with GAAP (with only such deviations from GAAP as are referred to in the notes thereto or, in the case of the Interim Financial Statement, subject to normal year-end adjustments and except for the omission of certain footnotes and other presentation items required by GAAP with respect to audited financial statements, which adjustments, footnotes and presentation items, if prepared as required for audited financial statements, would not reveal any fact or condition materially adverse to the financial condition or results of the Companies presented in the Interim Financial Statement), and consistently applied and maintained throughout the periods indicated, and fairly present in all material respects the consolidated financial position, results of operations and cash flows of the Companies as of the date thereof and for the periods covered thereby. At the Closing Date, all Accounts Receivable will be valid obligations arising from sales originally made in the ordinary course of business consistent with past practices.

3.7 Real Property.

(a) Schedule 3.7(a) sets forth a true, correct and complete list and brief description of each parcel of real property owned by each of the Companies (the "Owned Real Property"). Schedule 3.7(b) sets forth a true, correct and complete list and brief description of each parcel of real property leased (or sublet) by each of the Companies (the "Leased Real Property" and, together with the Owned Real Property, the "Real Property"). The Real Property constitutes all of the real property owned, leased, occupied or otherwise utilized by the Companies in the operation of the Stations and there are no leases, subleases, licenses or other agreements granting to any Person other than the Companies any rights to the possession, use, occupancy or enjoyment of the Real Property or any portion thereof. One or more of the Companies has good, valid and indefeasible fee title to the Owned Real Property (including the buildings, structures and improvements thereon) free and clear of all Encumbrances, except for Permitted Exceptions. To the Companies' Knowledge and except for Permitted Exceptions and as set forth in Schedule 3.7(c), there are no encroachments upon the Owned Real Property by any buildings, structures, or improvements located on adjoining real estate and none of the buildings, structures, or improvements (including, without limitation, any ground radials, guy wires or guy anchors) constructed on the Owned Real Property encroach upon adjoining real estate, and all such buildings, structures and improvements are constructed in conformity with all "setback" lines, easements and other restrictions, or rights of record, or that have been established by any applicable building or safety code or zoning ordinance.

Except as described in Schedule 3.7(d), there are no pending or, to the Companies' Knowledge, contemplated condemnation or eminent domain proceedings that may affect the Real Property. No Real Property has suffered any material damage by fire or other casualty that has not heretofore been completely repaired and restored to its original condition. Each of the Companies' use and occupancy of the Real Property is in compliance with all Legal Requirements, except where the failure to comply would not have a Material Adverse Effect and the Companies have not received any notice of any violation with respect thereto. To the Companies' Knowledge, there are no material structural defects in the buildings, structures and improvements located on the Real Property, all of which are in good operating condition, subject to normal wear and tear. All towers and other structures on the Real Property are painted, lighted, secured and have signage in accordance with the requirements of the Station Licenses, the Communications Laws and the Federal Aviation Administration. The Companies have heretofore made available to Buyer true, correct and complete copies of all Leases. Except as set forth in Schedule 3.7(e) or as would not have a Material Adverse Effect, with respect to each of the Leases:

(i) Such Lease is legal, valid, binding, enforceable and in full force and effect;

(ii) All rent and other sums and charges payable by either of the Companies as tenant thereunder are current, no notice of default or termination under any such Lease is outstanding, no termination event or condition or uncured default on the part of any of the Companies, or to the Companies' Knowledge, the landlord, exists under any Lease, and no event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute such a default or termination event or condition.

(iii) The transactions contemplated by this Agreement will not result in a breach of or default under such Lease, and will not otherwise cause such Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; and

(iv) The Companies' possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed and, to the Companies' Knowledge, there are no disputes with respect to such Lease.

(b) Schedule 3.7(f) sets forth a true, correct and complete list and brief description of all leases, subleases, licenses and other agreements (collectively, the "Space Leases") granting to any person other than the Companies any right to the possession, use, occupancy or enjoyment of the Real Property or any portion thereof. The Companies have heretofore made available to Buyer true, correct and complete copies of all Space Leases (including all modifications, amendments and supplements). Except as set forth in Schedule 3.7(f) or as would not have a Material Adverse Effect, with respect to each of the Space Leases:

(i) Such Space Lease is valid, binding and in full force and effect;

(ii) All rent and other sums and charges payable by the tenant or occupant thereunder (the "Space Tenant") are current, no notice of default or termination under any such Space Lease is outstanding, no termination event or condition or uncured default on the part of any of the Companies or, to the Companies' Knowledge and belief, the Space Tenant, exists under any such Space Lease, and no event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute such a default or termination event or condition;

(iii) Either of the Companies holds the landlord's interest in such Space Lease free and clear of all Encumbrances, except for Permitted Exceptions. The Companies have no ownership, financial or other interest in the Space Tenant under any such Space Lease;

(iv) The transactions contemplated by this Agreement will not result in a breach of or default under such Space Lease, and will not otherwise cause such Space Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; and

(v) The Companies' possession and quiet enjoyment of the Real Property under such Space Lease has not been disturbed and, to the Companies' Knowledge, there are no disputes with respect to such Space Lease.

3.8 Property, Plant and Equipment. The Companies have good and marketable title to, or a valid leasehold interest in, the tangible property, plant, equipment and other assets (including the Real Property) (the "Assets") used or held for use in and material to the operation of the Stations, free and clear of all Encumbrances, except for Permitted Exceptions. Except as set forth on Schedule 3.8, the Assets that the Companies own and lease are free from material defects, have been maintained in accordance with normal industry practice, and are in good operating condition and repair, subject to normal wear and tear. Except as set forth on Schedule 3.8, the Assets of the Companies are sufficient to permit Buyer to operate the Stations from and after the Closing Date in substantially the same manner and to the extent currently conducted by the Companies, except to the extent that any such Asset is not material to the operation of the Stations, and no Assets not owned by or leased to the Companies are used in the operations of the Stations, except as set forth on Schedule 3.8.

3.9 Brokers or Finders. Except for Star Media Group, Inc., the Companies have not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

3.10 Environmental, Health and Safety Matters.

(a) Except as set forth on Schedule 3.10, the Companies are and have been in compliance with applicable Legal Requirements relating to environmental, health or safety matters ("Environmental, Health and Safety Laws") and all of its Environmental, Health and Safety Permits, except for such noncompliance as would not, individually or in the aggregate, have a Material Adverse Effect. Except as set forth on Schedule 3.10, the Companies have not received any written notice, report or other information regarding any actual or alleged material violation of Environmental, Health, and Safety Requirements, or any material liabilities or potential material liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any material investigatory, remedial or corrective obligations, relating to any of them or the Real Property arising under Environmental, Health, and Safety Requirements.

(b) Except as set forth on Schedule 3.10, (i) to the Companies' Knowledge none of the following exists at any Real Property: (A) underground storage tanks, (B) asbestos-containing material in any friable and damaged form or condition, (C) materials or equipment containing polychlorinated biphenyls, (D) landfills, surface impoundments, or disposal areas, or (E) environmental contamination of the soil, surface water or groundwater at concentration levels in excess of applicable standards pursuant to Environmental, Health and Safety Laws, and (ii) the Companies have not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including without limitation any hazardous substance, or operated any of the Real Property (and, to the Companies' Knowledge, none of the Real Property is contaminated by any such substance) in

a manner that has given or would give rise to any material liabilities, including any material liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") or the Solid Waste Disposal Act, as amended ("SWDA") or any other Environmental, Health and Safety Requirements. Neither this Agreement nor the consummation of the transactions contemplated hereby will result in any material obligations for site investigation or cleanup, or notification to or consent of government agencies or third parties, pursuant to any of the so-called "transaction-triggered" or "responsible property transfer" Environmental, Health and Safety Requirements.

3.11 No Undisclosed Liabilities. Except as set forth in Schedule 3.11, the Companies do not have any material liabilities or obligations, known or unknown, tangible or intangible, real, personal or mixed, including but not limited to any liability to the General Partner or any person employed or engaged by the Companies or the General Partner, other than (a) liabilities and obligations that are reflected in the Financial Statements, (b) liabilities and obligations reflected in the Closing Date Balance Sheet, (c) obligations to perform under executory contracts after the Effective Date (excluding any liabilities for breach of such contracts prior to the Closing Date), or (d) the Root Transaction Expenses to be paid by the General Partner. For purposes of this Section 3.11 only, the term "material" shall mean an amount of more than $25,000 in any individual circumstance or $100,000 in the aggregate.

3.12 Tax Matters.

(a) Each of the Companies has been taxed as a partnership for federal income Tax purposes and for purposes of all applicable state and local income, franchise and other Taxes imposed on (or measured by) the net income of the Companies.

(b) Except as set forth on Schedule 3.12, (i) the Companies have filed or been included in, or by the Closing Date will have filed or been included in, in a timely manner (taking into account all extensions of due dates) with the appropriate Governmental Authorities all Tax Returns that are required to be filed by or on behalf of the Companies on or before the date of this Agreement, except where the failure to file Tax Returns would not have a Material Adverse Effect; (ii) such Tax Returns are complete and correct in all material respects, and all Taxes shown to be due and payable on such returns or tax invoice have been paid or will be paid, except where the failure to pay the same would not have a Material Adverse Effect; (iii) neither of the Companies has received from any Governmental Authority any written notice of proposed adjustment, deficiency or underpayment of any Taxes, and there are no material claims that have been asserted or threatened relating to any Taxes against the Companies; (iv) there are no agreements for the extension of time for the assessment of any Taxes of the Companies (v) neither of the Companies is a party to any Tax allocation or sharing agreement and neither of the Companies has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was Root) or has any Tax liability of any Person as a transferee or successor, by contract or otherwise; (vi) no audit of any Tax Return of the Companies has been proposed, threatened, or is in progress, nor has any audit of any such Tax Return been conducted within the previous four (4) taxable years of the Companies; (vii) the Companies have made available to the Buyer copies of all Tax audit reports that have been issued with respect to the previous four (4) taxable years of the Companies; and (viii) no liens for Taxes exist with respect to any asset of the Companies.

(c) There are, and after the date of this Agreement will be, no Tax deficiencies (including penalties and interest) of any kind assessed against or relating to either of the Companies with respect to any taxable periods ending on or before, or including, the Closing Date of a character or nature that would result in any lien or other encumbrance on any of the Assets or on the Buyer's title or use of

such Assets or that would result in any claim against the Buyer.

(d) No claim has ever been made by a taxing authority in a jurisdiction where the Companies do not currently file Tax Returns that the Companies are or may be subject to taxation by such jurisdiction.

(e) None of the Assets is "tax exempt use property" within the meaning of Section 168(h) of the Code.

(f) None of the Assets is subject to a lease made pursuant to Section 168(f)(8) of the Internal Revenue Code of 1954.

3.13 Employee Benefit Plans.

(a) Except as disclosed in Schedule 3.13(a), the Companies do not maintain or contribute to or have any obligation to maintain or contribute to, or have any direct or indirect liability, whether contingent or otherwise, with respect to any plan, program, arrangement or agreement that is a pension, profit-sharing, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, phantom stock or other equity-based compensation, change-in-control, retention, salary continuation, vacation, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life (including all individual life insurance policies as to which either of the Companies is the owner, the beneficiary, or both), IRC Section 125 "cafeteria" or "flexible" benefit, employee loan, educational assistance or fringe benefit plan, whether written or oral, including, without limitation, any (i) "employee benefit plan" within the meaning of Section 3(3) of ERISA or (ii) other employee benefit plan, agreement, program, policy, arrangement or payroll practice, whether or not subject to ERISA (including any funding mechanism therefor now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise) under which any employee or former employee of the Companies has any present or future right to benefits, but excluding any Multiemployer Plan (individually, a "Benefit Plan", and collectively the "Benefit Plans"). All references to the "Companies" in this Section 3.13 shall refer to the Companies and each of their respective Subsidiaries and Affiliates and any employer that would be considered a single employer with either of the Companies under Sections 414(b), (c), (m) or (o) of the IRC.

(b) Except as disclosed in Schedule 3.13(b): (i) each Benefit Plan has been established and administered in all material respects in accordance with its terms and in compliance with the applicable provisions of ERISA, the IRC and all other applicable Legal Requirements; (ii) each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the IRC is so qualified and has received a favorable determination letter from the IRS to the effect that the Benefit Plan satisfies the requirements of Section 401(a) of the IRC and that its related trust is exempt from taxation under Section 501(a) of the IRC and, to the Knowledge of the Companies, there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification or the imposition of any material liability, penalty or tax under ERISA, the IRC or any other applicable laws, rules or regulations; (iii) with respect to any Benefit Plan, other than routine claims for benefits, no liens, lawsuits or complaints to or by any Person or Governmental Authority have been filed or made against such Benefit Plan or the Companies or, to the knowledge of the Companies, against any other Person or party which, if determined adversely, could have a Material Adverse Effect and, to the Knowledge of the Companies, no such liens, lawsuits or complaints are threatened; (iv) no individual who has performed services for the Companies has been improperly excluded from participation in any Benefit Plan; and (v) there are no audits or proceedings initiated pursuant to the Employee Plans Compliance Resolution System or similar proceedings pending with the IRS or the U.S. Department of Labor with respect to any

Benefit Plan.

(c) Neither of the Companies nor, to the Knowledge of the Companies, any other "party in interest" or "disqualified person" with respect to any Benefit Plan has engaged in a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the IRC involving such Benefit Plan. To the Knowledge of the Companies, no fiduciary has any liability for breach of fiduciary duty or any other failure to act or comply with the requirements of ERISA, the IRC or any other applicable laws in connection with the administration or investment of the assets of any Benefit Plan.

(d) Neither of the Companies has any obligation to contribute to any Multiemployer Plan, and neither of the Companies has withdrawn in a complete or partial withdrawal from any Multiemployer Plan or incurred any liability due to the termination, insolvency or reorganization of a Multiemployer Plan within the last six years.

(e) No Benefit Plan is a single-employer plan that is subject to Title IV of ERISA ("Title IV Plan") and neither of the Companies has maintained or contributed to a Title IV Plan within the last six years, or incurred any liability during such period under Title IV of ERISA.

(f) Neither of the Companies has any obligation to provide or make available post-employment welfare benefits or welfare benefit coverage for any employee or former employee, except as may be required under COBRA, and at the expense of the employee or former employee. Each Benefit Plan that is a "group health plan" within the meaning of Section 5000(b)(1) of the IRC and Section 607(l) of ERISA has been administered in material compliance with the requirements of HIPAA, COBRA and any other Legal Requirement.

(g) As of the Effective Date, all contributions (including all employer contributions and employee salary reduction contributions) or premium payments required to have been made under the terms of any Benefit Plan, or in accordance with applicable Legal Requirement, have been timely made or reflected on the Companies' financial statements and all contributions or premium payments for any period ending on or prior to the Closing which are not yet due will, on or prior to the Closing, have been paid or accrued on the Companies' financial statements in accordance with GAAP.

(h) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any payment becoming due, or increase the amount of any compensation due, to any current or former employee of the Companies; (ii) increase any benefits otherwise payable under any Benefit Plan; (iii) except with respect to employer contributions under the Root IRC Section 401(k) plan, result in the acceleration of the time of payment or vesting of any such compensation or benefits; (iv) result in the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment," as defined in Section 280G(b)(1) of the IRC; or (v) result in the triggering or imposition of any restrictions or limitations on the rights of the Companies to amend or terminate any Benefits Plan.

(i) Neither of the Companies has any plan, contract or commitment, whether legally binding or not, to create any additional employee benefit or compensation plans, policies or arrangements or, except as may be required by applicable law, to modify any Benefit Plan.

(j) Neither of the Companies has any direct or indirect liability, whether absolute or contingent, with respect to the misclassification of any individual as an independent contractor rather than as an employee, or with respect to any employee leased from another employer.

(k) Each of the Companies has made available to Buyer with respect to each Benefit Plan, a true, correct and complete copy (or, to the extent no such copy exists, an accurate description) thereof and, to the extent applicable: (i) the most recent documents constituting the Benefit Plan and all amendments thereto, (ii) any related trust agreement or other funding instrument; (iii) the most recent IRS determination letter; (iv) the most recent summary plan description, summary of material modifications and any other written communication (or a description of any oral communications) by the Companies to their employees concerning the extent of the benefits provided under a Benefit Plan; and (v) the three most recent (A) Forms 5500 and attached schedules and (B) actuarial valuation reports.

3.14 Compliance with Legal Requirements; Permits. Except as set forth in Schedule 3.14 or otherwise specified herein or therein, the Companies are not in violation of any Legal Requirement applicable to the operation of the Stations or any of the employees thereof, except for violations that would not have a Material Adverse Effect. The Companies have not received any written notification from any Governmental Authority asserting that either is not in compliance with any Legal Requirement. Except as set forth on Schedule 3.14 or Schedule 3.15, (a) in addition to the Station Licenses, the Companies hold all material permits, licenses, certificates, accreditation and other authorizations of all Government Authorities required for the operation of the Stations as presently operated; (b) no notices have been received by the Companies alleging the failure to hold any permit, license, certificate, accreditation or other authorization of any Government Authority (other than the Station Licenses); (c) each of the Companies is in compliance with all material terms and conditions of all permits, licenses, accreditations and authorizations (other than the Station Licenses) which it holds.

3.15 Station Licenses. Root License is the holder of all licenses, permits, approvals, construction permits and authorizations issued or granted by the FCC for the operation of, or used in connection with or necessary or useful for the operation of, the Stations (the "Station Licenses"). All Station Licenses held by Root License and the corresponding call letters for each of the Stations are listed in Schedule 3.15(a). Each of the Station Licenses is in full force and effect. Except as set forth in Schedule 3.15(b), no application, action or proceeding is pending for the renewal or modification of any Station Licenses and, to the Knowledge of the Companies, there is not pending any action by or before the FCC that may result in the denial of any application for renewal of a Station License or to revoke, suspend, cancel, rescind or adversely modify any of the Station Licenses (other than proceedings to amend FCC rules of general applicability or in respect of immaterial Station Licenses), and there is not now issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability or notice of forfeiture against either of the Companies with respect to any of the Stations. The Stations are operating in compliance in all material respects with the Station Licenses and the Communications Laws, including the FCC's guidelines regarding RF radiation. All FCC regulatory fees for the Stations have been paid. To the Knowledge of the Companies, the Stations are neither causing, nor receiving, any interference that the FCC would deem to be objectionable.

3.16 Legal Proceedings. Except as set forth in Schedule 3.16, neither of the Companies nor the General Partner is a party to any Proceeding before any Governmental Authority or, to the Companies' Knowledge, has been threatened with, any Proceeding before any Governmental Authority. There is not outstanding any Order of any Governmental Authority to which either of the Companies is subject or otherwise applicable to the Stations, except for immaterial Orders, nor is either of the Companies in default with respect to any such Order. Set forth on Schedule 3.16 is a listing of all pending or resolved complaints that have been filed since January 1998 before any Governmental Authority alleging unlawful discrimination in the employment practices of the Companies.

3.17 Insurance. Schedule 3.17 sets forth a list, as of the Effective Date, of all insurance policies with respect to which the Companies are named insureds, and, except as otherwise specified therein, such

coverages are in full force and effect on the date hereof, shall be maintained in full force and effect through the Closing and all due premiums have been paid and are not subject to any retroactive premium adjustment or other material loss-sharing arrangement. Except as set forth on Schedule 3.17, there are no pending claims in excess of $25,000 against such insurance policies as to which insurers have denied liability and there exist no claims in excess of $25,000 that have not been properly or timely submitted by either of the Companies to the related insurers.

3.18 Absence of Certain Changes and Events. Except as disclosed in the Financial Statements, Schedule 3.18 or elsewhere herein, from December 31, 2001 to the Effective Date the Companies have conducted their businesses in all material respects in the ordinary course consistent with past practices. Without limiting the foregoing, except as disclosed on Schedule 3.18, since December 31, 2001 to the Effective Date:

(a) the Companies have not issued any ownership interest or other right to purchase any equity;

(b) the Companies have not (i) incurred any Indebtedness, (ii) issued any debt securities, or (iii) assumed or guaranteed or otherwise become responsible for any Indebtedness of any Person, in the case of (i), (ii) and (iii) above, in an aggregate amount exceeding $100,000;

(c) the Companies have not made any acquisition (by merger, consolidation, or acquisition of stock or assets) of any corporation, partnership or other business organization or division thereof;

(d) the Companies have not created any Encumbrances on any of the Assets other than Permitted Exceptions;

(e) except for the distribution of Excluded Assets, the Companies have not sold, assigned or transferred any of their tangible Assets except in the ordinary course of business and except for any such assets having an aggregate value of less than $100,000;

(f) the Companies have not entered into any contract that would be a Material Contract or into any employment or severance agreement with any of the employees of the Companies or any collective bargaining agreement;

(g) the Companies have not made any change in any method of accounting, other than any such changes required by GAAP;

(h) there has been no event, change, effect or condition which has had a Material Adverse Effect on the Companies;

(i) the Companies have not accepted any prepayment for the sale of air time or canceled or compromised any material Indebtedness or claim, or waived or released any material right of value or collected or compromised any accounts receivable other than in the ordinary course of business consistent with past practice;

(j) the Companies have not received any written notice of actual or threatened termination of any Material Contract, or suffered any material damage, destruction or loss (whether or not covered by insurance);

(k) neither of the Companies has had any material change in its relations with its

employees, agents, landlords, advertisers, customers or suppliers or any Governmental Authority;

(l) except in the ordinary course of business consistent with past practice or according to the existing terms of an employment agreement, the Companies have not made any change or changes in the rate of compensation, commission, bonus or other direct or indirect remuneration payable, conditionally or otherwise, and whether as bonus, extra compensation, pension or severance or vacation pay or otherwise, to any director, officer, employee, salesman, distributor or agent;

(m) the Companies have not instituted, settled or agreed to settle (other than involving immaterial cash settlements) any litigation, action or proceeding before any Governmental Authority; and

(n) the Companies have not entered into any agreement or made any commitment to take any of the types of actions described in any of subsections (a) through (m) above.

3.19 Material Contracts.

(a) Schedule 3.19 contains a list of each of the following written and a description of each of the following oral Contracts in existence as of the Effective Date ("Material Contracts") to which either of the Companies is a party:

(i) all Contracts (other than the Leases and Space Leases listed on Schedule 3.7 of the Disclosure Schedule) that the Companies reasonably anticipate will, in accordance with their terms, involve aggregate payments by either of them of more than $75,000 within the twelve (12) month period following the Effective Date and that is not cancelable by the Companies without liability on ninety (90) or less days notice to the other Party thereto;

(ii) all Contracts for the lease of personal property by either of the Companies, anticipated to involve annual payments in excess of $75,000 and not cancelable without liability on ninety (90) or less days notice to the lessor;

(iii) all Contracts with independent distributors or sales agents anticipated to involve aggregate payments by either of the Companies of more than $75,000 within the twelve (12) month period following the Effective Date and that is not cancelable by the Companies without liability on ninety (90) or less days notice to the other Party thereto;

(iv) all employment agreements involving annual payments by either of the Companies in excess of $50,000 that are not terminable without liability on ninety (90) or less days notice to the employee;

(v) all Contracts that limit or purport to limit the ability of either of the Companies to compete in any line of business or with any Person or in any geographic area or during any period of time; and

(vi) all acquisition agreements.

(b) As of the Effective Date, each Material Contract: (i) is valid and binding on the Companies and, to the Companies' Knowledge, on the other parties thereto, and is in full force and effect and (ii) except as set forth on Schedule 3.19 upon consummation of the transactions contemplated by this Agreement, shall continue in full force and effect without penalty or other adverse consequence. Neither of the Companies is in material breach of, or material default under, any Material Contract and, to the

Companies' Knowledge, no other party to any Material Contract is in material breach thereof or material default thereunder. Except as set forth on Schedule 3.19, none of the Companies is a party to any Contract outside the ordinary course of business which obligates it or may obligate it in the future to provide advertising time on the Stations on or after the Closing Date as a result of the failure of the Stations to satisfy specified ratings or other performance criteria.

3.20 Labor Relations. There are no collective bargaining agreements and there is no pending, or to the Companies' Knowledge, threatened strike, slowdown, picketing, work stoppage, or any pending application for certification of a collective bargaining agent involving any of the Stations on the Effective Date. Neither of the Companies nor any of their respective Subsidiaries has incurred any material liability or obligation under WARN within the last six months which, as of the Effective Date, remains unsatisfied.

3.21 Intellectual Property.

(a) Except as set forth on Schedule 3.21(a) or as would not have a Material Adverse Effect: (i) the Companies own or possess IP Licenses or other valid rights to the Company Intellectual Property, (ii) the Company Intellectual Property is sufficient to operate the Stations from and after the Closing Date in substantially the same manner and to the extent currently conducted by the Companies; (iii) there are no infringements or misappropriations of any Company Intellectual Property Rights; (iv) the validity of the Company Intellectual Property and the title or rights to use thereof of the Companies is not being challenged in any action, claim, investigation, arbitration, litigation or other proceeding to which the Companies are a party nor is any such action, claim, investigation, arbitration, litigation or other proceeding threatened; (v) the Companies have taken commercially reasonable steps to maintain the confidentiality of their trade secrets, (vi) the Companies have substantially performed all material obligations imposed on them pursuant to the IP Licenses, have made all payments to date, and are not, nor to the knowledge of the Companies is another party thereto, in breach of or default thereunder in any material respect; (vii) all of the IP Licenses are valid, enforceable, and in full force and effect, and, with respect to the Companies, will continue to be on identical terms immediately following the completion of the transactions contemplated by this Agreement; and (viii) the execution, delivery and performance of this Agreement by the Companies and the consummation of the transactions contemplated hereby and thereby will not breach, violate or conflict with any instrument or agreement concerning the Company Intellectual Property, will not cause the forfeiture or termination or give rise to a right of forfeiture or termination of any Company Intellectual Property.

(b) Except as set forth on Schedule 3.21(b), as of the Effective Date, no Proceedings or claims are pending or, to the Companies' Knowledge, threatened by any Person challenging or questioning the Company Intellectual Property or alleging that either of the Companies has interfered with, infringed upon, misappropriated, or violated any Intellectual Property Rights of third parties, except Proceedings and claims made after the date hereof that would not, if determined adversely to the Companies, have a Material Adverse Effect.

(c) The Companies do not use or collect any of the information they collect from their web site visitors or other parties ("Customer Information") in an unlawful manner, or in a manner that violates the privacy rights of their web site visitors.

3.22 Related Party Transactions. Except as set forth on Schedule 3.22, no Related Party (a) has borrowed money from or loaned money to either of the Companies, (b) has any contractual or other claims, express or implied, of any kind whatsoever against either of the Companies, (c) has any interest in any property or asset used by either of the Companies in the operation of the Stations, or (d) is a party to

any oral or written agreement or is engaged in any ongoing transaction with either of the Companies (collectively, "Related Party Transactions").

3.23 Existing Debt and Related Party Debt. As of the Closing Date, the Existing Debt Payoff Amount and the Related Party Debt Payoff Amount shall not exceed in the aggregate the Purchase Price, as adjusted solely with respect to Sections 2.3(a)(iii) and 2.3(a)(iv), less the Escrow Amount.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Companies as follows:

4.1 Organization and Good Standing. Buyer is a corporation organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. Buyer has the full power and authority to own its property, carry on its business as now being conducted, and to carry out the transactions contemplated hereby. Merger Sub is a limited liability company organized, validly existing and in good standing under the laws of its jurisdiction of organization. Merger Sub has the full power and authority to own its property, carry on its business as now being conducted, and to carry out the transactions contemplated hereby.

4.2 Authority; Validity; Consents. Each of the Buyer and Merger Sub has the requisite power, capacity and authority necessary to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement by the Buyer and the Merger Sub and the consummation of the transactions contemplated herein have been duly and validly authorized by all necessary corporate or limited liability company, as applicable, actions in respect thereof. This Agreement, and any other agreements, instruments, or documents entered into pursuant to this Agreement constitute the legal, valid and binding obligation of Buyer and Merger Sub, enforceable against each of them in accordance with such terms except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy. Except as set forth in Schedule 4.2, neither Buyer nor Merger Sub is or shall be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby.

4.3 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Buyer or Merger Sub under (a) any agreement, indenture, or other instrument to which it is bound, (b) the certificate of incorporation or bylaws of Buyer or the certificate of organization or limited liability company agreement of Merger Sub, (c) any Order of any Governmental Authority or arbitrator, or (d) any Legal Requirement except to the extent such breach, default or conflict would not affect the ability of Buyer or Merger Sub to consummate the transactions contemplated by this Agreement.

4.4. Investment Intent. Buyer is acquiring the Root License Units for investment purposes only for its own account and not with a view to the resale or distribution of any part thereof within the meaning of Section 2(11) of the Securities Act.

4.5 Sophistication. Buyer (a) is an "accredited investor" as defined in Rule 501(a) of the rules promulgated under the Securities Act and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of Buyer's investment in the Root License Units; (b) has the ability to bear the economic risks of such investment; (c) has the capacity to protect its own interests in connection with the transactions contemplated by this Agreement; (d) has had

a full opportunity to obtain such financial and other information from the Companies and the General Partner as it deems necessary or appropriate in connection with evaluating the merits of the investment in the Root License Units and to conduct whatever due diligence it has deemed appropriate; and (e) has made its own independent investigation and evaluation of the Companies and is relying on such investigation and evaluation.

4.6 Certain Proceedings. There is no pending Proceeding that has been commenced, or to Buyer's Knowledge, Proceeding that has been threatened, against or otherwise relating to or involving Buyer or Merger Sub, any of its assets or any of its Subsidiaries, at law or in equity or admiralty, that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated hereby.

4.7 Brokers or Finders. Neither Buyer, nor any of its respective officers and agents, has incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

4.8 FCC Qualifications . There are no facts currently known to Buyer which, under the Communications Act or the rules and published policies and practices promulgated thereunder, would (a) disqualify the Buyer or Merger Sub from becoming the holder of the Station Licenses or an owner or operator of the Stations; (b) disqualify the Buyer or Merger Sub from consummating the transactions contemplated hereby within the time period contemplated hereby; or (c) otherwise impede in any material respect the consummation of such transactions. As of the date hereof, neither the Buyer nor any of its Affiliates having an attributable interest in Buyer owns or controls or has entered into any agreement (other than this Agreement) to acquire, any media interests (including the right to program any broadcast stations) in any of the markets in which the Stations operate.

ARTICLE 5
COMMISSION CONSENT; PRE-CLOSING CONTROL

5.1 Commission Consent. Within ten (10) business days after the Effective Date, the General Partner and the Buyer shall jointly file with the FCC an application for consent to the transfer of control of Root License from the General Partner to the Buyer (the "Transfer of Control Application"). The FCC filing fees in connection with the Transfer of Control Application shall be paid one-half by the Buyer and one-half by the General Partner. The General Partner, the Companies and the Buyer shall thereafter prosecute the Transfer of Control Application with all reasonable diligence and otherwise use their commercially reasonable efforts to obtain the grant of the Transfer of Control Application as expeditiously as practicable (but neither the General Partner, the Companies nor the Buyer shall have any obligation to satisfy complaints of the FCC by taking any steps which would have a material adverse effect upon the Buyer or a Material Adverse Effect). If the FCC imposes any condition on any Party to the Transfer of Control Application, Buyer shall take the actions, subject to the limitations, described in Item 1 on Schedule 11.3. The Companies, the General Partner and the Buyer shall jointly oppose any petitions to deny or other objections to FCC grant of any Transfer of Control Application, and any requests for reconsideration or judicial review of FCC approval of the Transfer of Control Application and, if neither of the parties is then in breach, shall jointly request from the FCC an extension of the effective period of FCC approval of the Transfer of Control Application if the Closing shall not have occurred prior to the expiration of the original effective period of the FCC consent to the Transfer of Control Application.

5.2 Pre-Closing Control. Nothing in this Agreement shall confer any rights on the Buyer to control any aspect of the Station's programming or operations prior to the Closing. Root License shall have complete control in accordance with this Agreement over the programming and operations of the

Stations prior to the Closing Date.

ARTICLE 6
PRE-CLOSING COVENANTS OF THE COMPANIES AND THE GENERAL PARTNER

6.1 Access and Investigation. Between the Effective Date and the Closing Date, the Companies shall, at Buyer's expense: (a) afford Buyer and its Representatives access to, during normal business hours, in a manner so as not to interfere with the normal business operations and upon reasonable prior written notice, the properties, Contracts, books and records and other documents and data pertaining to the Companies and the operation of the Stations, and (b) furnish Buyer and its Representatives with such additional financial, operating and other data and information as Buyer may reasonably request. Buyer will treat and hold as strictly confidential any such data or information it receives in the course of the reviews contemplated by this Section 6.1, will not use any of the data or information except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, will return to the Companies all tangible embodiments (and all copies) of the same which are in its possession or control.

6.2 Operation of the Stations. Except as otherwise contemplated or permitted by this Agreement or with the prior consent of Buyer (such consent not to be unreasonably withheld or delayed), between the Effective Date and the Closing Date, the General Partner shall cause the Companies: (a) to operate the Stations in the ordinary course consistent with past practices; and (b) to comply in all material respects with all material Legal Requirements applicable to the Companies. The General Partner shall have sole responsibility for the Stations and their operations, and during such period, the General Partner shall and shall cause the Companies to:

(a) operate the Stations in a manner consistent with the normal and prudent operation of commercial broadcast radio stations of similar size and format and in accordance with all material respects with the Communications Laws and the Station Licenses, and file all reports, applications, responses and other documents required to be filed with respect to the Stations during such period, and deliver to Buyer within five (5) days after filing thereof with the Commission copies of any and all such reports, applications, responses and/or other documents, including a copy of any Commission inquiries to which the filing is responsive (and in the event of an oral Commission inquiry, Company will furnish a written summary thereof);

(b) use their commercially reasonable efforts to preserve intact the goodwill and staff of the Companies, and the relationships of the Companies with advertisers, customers, suppliers, employees, contracting parties, governmental authorities and others having business relations with either of the Companies;

(c) maintain in full force and effect all material Permits which are presently held and are required for the operation of the Stations as presently conducted;

(d) maintain all of the material Assets of the Companies in a manner consistent with past practices, reasonable wear and tear excepted and maintain the types and levels of insurance currently in effect in respect of the Assets, including Real Property;

(e) subject to Section 11.1(g), upon any damage, destruction or loss to any material Asset, apply any insurance proceeds received with respect thereto to the prompt repair, replacement and restoration thereof to the condition of such Asset or other property of either of the Companies before such event or, if required, to such other (better) condition as may be required by applicable laws;

(f) subject to Section 6.3(q), manage the working capital of each of the Companies consistent with past practices, except for the repayment of the Funded Debt; and

(g) prepare and timely file consistent with prior years all Tax Returns required to be filed by or with respect to the Companies after the date hereof and on or before the Closing Date, and pay in a manner consistent with prior years all Taxes shown as being required to be paid on such returns.

6.3 Negative Covenant. Except as otherwise contemplated or permitted by this Agreement, between the Effective Date and the Closing Date, the Companies shall not, without the prior consent of Buyer (which shall not be unreasonably withheld or delayed), take any action that would cause the representations contained in Section 3.18(a) through (n) to be untrue, as of the Closing Date, with respect to the period from the Effective Date to the Closing Date. Without limiting the foregoing, between the Effective Date and the Closing Date, the Companies shall not, and the General Partner shall cause the Companies not to and the Companies and the General Partner shall not permit the Stations to, without the prior consent of Buyer:

(a) by any act or omission surrender, modify adversely, forfeit, or fail to renew under regular terms any Station Licenses for any of the Stations, or give the FCC grounds to institute any proceeding for the revocations, suspension or modification of any Station License for any of the Stations, or fail to use commercially reasonable efforts to prosecute any pending application with respect to any of the Station Licenses;

(b) issue any limited partnership interest or any other interest convertible into a limited partnership interest in any of the Companies or grant any option to acquire any limited partnership interest in any of the Companies;

(c) declare, set aside or pay any dividend or other distribution in respect of any interest of the Companies, except as contemplated by Section 2.5(c) or as set forth on Schedule 6.3(c);

(d) terminate any Material Contract or amend any Material Contract, or cancel, modify or waive any material Indebtedness or claims held in respect of the Stations or by any of the Companies or waive any material rights of value, except in the ordinary course of business consistent with past practice;

(e) do any act or fail to do any act which will cause a material breach or default in any of the Material Contracts;

(f) mortgage, pledge or subject to any Encumbrance (other than a Permitted Exception) any portion of the Companies' Assets, other than pursuant to the Material Contracts relating to the Existing Debt;

(g) sell, transfer or otherwise dispose of any of the Stations' or any of the Companies' Assets valued at more than $50,000 in the aggregate;

(h) adopt or amend any Benefit Plan (or any plan that would be a Benefit Plan if adopted), except for the renewal of Benefit Plans in the ordinary course of business, or enter into, adopt, extend (beyond the Closing Date), renew or amend any collective bargaining agreement or other contract with any labor organization, union or association, except in each case as required by applicable Legal Requirements;

(i) grant to any executive officer or employee of any of the Companies any increase in compensation or benefits, except in the ordinary course of business and consistent with past practice or

as may be required under existing agreements;

(j) incur or assume any Indebtedness or guarantee any Indebtedness, other than pursuant to the Material Contracts relating to the Existing Debt;

(k) except as provided on Schedule 6.3(k), pay, loan or advance any amount to, or sell, transfer or lease any of the Companies' Assets to, or enter into any agreement or arrangement with any Related Party;

(l) make any change in any method of accounting or accounting practice or policy other than those required by GAAP;

(m) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any Person or otherwise acquire any assets that are valued, individually or in the aggregate, in excess of $200,000;

(n) except as provided in Section 6.11, make or incur any capital expenditure that, individually or in the aggregate, is in excess of $300,000;

(o) except as provided in Section 6.11, enter into any lease of real property, or enter into any contract involving aggregate payments by either of the Companies during the life of the contract of more than $100,000;

(p) except as described on Schedule 8.10, terminate any affiliation agreement or amend any affiliation agreement with any Station that could, individually or in the aggregate, have a Material Adverse Effect;

(q) accelerate the collection of or discount or factor its accounts receivable which are less than 180 days past due other than in the ordinary course consistent with past practices (provided; however, the Companies may discount the collection of any of its accounts receivable more than 180 days past due outside the ordinary course of business);

(r) make any material election with regard to Taxes; or

(s) authorize any of the foregoing, or commit or agree to take actions, whether in writing or otherwise, to do any of the foregoing.

6.4 Other Required Approvals. As promptly as practicable after the Effective Date, the Companies shall make all filings (other than as contemplated by Section 5.1) required by any Legal Requirement to be made by it or them in order to consummate the transactions contemplated hereby. Between the Effective Date and the Closing Date, the Companies shall reasonably cooperate with Buyer: (a) with respect to all filings that Buyer is required by any Legal Requirement to make in connection with the transactions contemplated hereby (other than as contemplated by Section 5.1), (b) in obtaining all consents identified in Schedule 4.2 (other than as contemplated by Section 5.1), and (c) to the extent required by the HSR Act, in filing within ten (10) days of the Effective Date with the United States Federal Trade Commission and the United States Department of Justice the notification and report form required for the transactions contemplated hereby and any supplemental or additional information which may reasonably be requested in connection therewith pursuant to the HSR Act and will comply in all material respects with the requirements of the HSR Act. The costs of the filing fees in connection with the HSR Act shall be paid one-half by the Buyer and one-half by the General Partner. The Companies shall promptly

deliver to Buyer copies of all filings, correspondence and Orders to and from any Governmental Authority in connection with the transactions contemplated hereby.

6.5 Best Efforts. Subject to the terms and conditions of this Agreement:

(a) Between the Effective Date and the Closing Date, the Companies shall (i) use their reasonable best efforts (A) to cause the conditions in Article 8 to be satisfied, (B) to deliver or cause to be delivered at the Closing the items to be delivered by the General Partner pursuant to Section 2.6, (C) to take all other actions to consummate the transactions contemplated hereby, and (ii) not take any action that will have the effect of unreasonably delaying, impairing or impeding the receipt of any authorizations, consents, orders or approvals to be sought pursuant to Sections 6.4 and 7.1.

(b) From and after the Closing, the General Partner shall use its reasonable best efforts to deliver or cause to be delivered such additional documents and other papers and to take or cause to be taken such further actions as may be necessary, proper or advisable to make effective the transactions contemplated hereby and to carry out the provisions hereof.

6.6 Confidentiality. From and after the Closing: (a) the General Partner shall hold in confidence all confidential information (including trade secrets, customer lists, marketing plans and pricing information) of the Companies; (b) in the event that the General Partner shall be legally compelled to disclose any such information, it shall provide Buyer with prompt written notice of such requirement so that Buyer may seek a protective order or other remedy; and (c) in the event that such protective order or other remedy is not obtained, the General Partner shall furnish only such information as is legally required to be provided.

6.7 Notice of Developments. The Companies shall promptly notify Buyer in writing of any change or development which would cause any of the representations and warranties in Article 3 above not to be true and correct.

6.8 Exclusivity. Between the Effective Date and Closing, neither the Companies nor the General Partner shall solicit, initiate, encourage or entertain the submission of any proposal or offer from any Person relating to the acquisition of all or substantially all of the equity or the assets of the Companies (including any acquisition structured as a merger, consolidation, or exchange) or participate in any discussions or negotiations regarding, furnishing any information with respect to, assisting or participating in, or facilitating in any other manner any effort or attempt by any Person to do or seek any of the foregoing.

6.9 Transfer Taxes. Buyer shall be liable for, and shall pay, any and all transfer, real property, gains, sales, use, goods and services, conveyance, recording or any other similar fees or taxes, and all documentary or other stamp taxes, arising out of or related to the transactions contemplated by this Agreement.

6.10 Payroll Tax. For purposes of payroll taxes with respect to all employees of the Companies that become employees of Buyer, the Parties shall treat the transactions contemplated herein as a transaction described in Treas. Reg. Sections 31.3121(a)(1)-1(b)(2) and 31.3306(b)(1)-1(b)(2).

6.11 WEGX (FM) Tower Site. Between the Effective Date and the Closing Date, the General Partner shall, and shall cause the Companies to, move the transmission facilities for Station WEGX (FM) from the existing location at a tower site near Dillon, South Carolina to the tower owned by Media General Operations, Inc. ("Media General") located near Dillon, South Carolina. In connection with the foregoing, the General Partner shall:

(a) exercise the option to lease the tower and ground space pursuant to the terms of the Option Agreement dated January 27, 2003 (the "Media General Option Agreement") between Root and Media General set forth on Schedule 6.11;

(b) execute and deliver on behalf of the Companies the Tower and Ground Space License Agreement substantially in the form attached to the Media General Option Agreement;

(c) file a "minor modification" application with the FCC for a construction permit to move the transmission facilities for Station WEGX (FM) to the Media General tower;

(d) upon grant of the FCC "minor modification" application, move the transmission facilities of Station WEGX (FM) from such existing tower site to the Media General tower site; and

(e) upon completion of the move, file an application with the FCC for a new license for WEGX (FM) and commence regular broadcasting from the new site.

The General Partner shall pay all expenses incurred by the Companies in connection with the relocation of the transmission facilities for Station WEGX (FM) to the Media General tower, whether such expenses are incurred before or after the Closing Date. In the event the move of the transmission facilities of Station WEGX (FM) from the existing tower site to the Media General tower site has not been completed prior to the Closing Date, the General Partner (as the agent of the Surviving Entity), shall be obligated to complete the move as soon as reasonably practicable after the Closing Date, but in no event later than December 31, 2003, at its sole cost and expense.

ARTICLE 7
PRE-CLOSING COVENANTS OF BUYER AND MERGER SUB

7.1 Other Required Approvals.

(a) As promptly as practicable after the Effective Date, Buyer shall, and shall cause each of its Affiliates to, make all filings required by any Legal Requirement (other than as contemplated by Section 5.1) to be made by it to consummate the transactions contemplated hereby. Between the Effective Date and the Closing Date, Buyer shall, and shall cause each Affiliate to, cooperate with the General Partner and the Companies (i) with respect to all filings (other than as contemplated by Section 5.1) that they are required by any Legal Requirement to make in connection with the transactions contemplated hereby, (ii) in obtaining all consents identified in Schedule 3.2 (other than as contemplated by Section 5.1), and (iii) to the extent required by the HSR Act, in filing within ten (10) days of the Effective Date with the United States Federal Trade Commission and the United States Department of Justice the notification and report form required for the transactions contemplated hereby and any supplemental or additional information which may reasonably be requested in connection therewith pursuant to the HSR Act and will comply in all material respects with the requirements of the HSR Act. Buyer shall promptly deliver to the Companies copies of all filings, correspondence and Orders to and from any Governmental Authority in connection with the transactions contemplated hereby.

(b) Without limiting the generality of Buyer's undertakings pursuant to Section 7.1(a), Buyer shall, and shall cause Merger Sub to:

(i) use all commercially reasonable efforts to prevent the entry in a judicial or administrative proceeding under any antitrust law by any governmental authority with jurisdiction over the enforcement of any applicable antitrust laws ("Government Antitrust Authority") or any other party of any permanent or preliminary injunction or other order that

would make consummation of the transactions contemplated hereby unlawful or that would prevent or delay such consummation;

(ii) take promptly, in the event that such an injunction or order has been issued in such a proceeding, any and all commercially reasonable steps so as to permit such consummation on a schedule as close as possible to that contemplated by this Agreement; and

(iii) use all commercially reasonable efforts and take all commercially reasonable actions to avoid or eliminate each and every impediment under any antitrust law that may be asserted by any Governmental Antitrust Authority or any other party to the consummation of the transactions contemplated hereby.

7.2 Non-Disclosure Obligations. The terms of the Non-Disclosure Agreement relating to preservation of the confidentiality of "Evaluation Material" are hereby incorporated by reference and shall continue in full force and effect until the Closing, at which time such Non-Disclosure Agreement and the obligations of Buyer and Merger Sub under this Section 7.2 shall terminate. The Parties hereto acknowledge that the confidentiality provisions of the Non-Disclosure Agreement shall cover all information provided by the Companies or their Representatives to Buyer or any of their Representatives in connection with or pursuant to the terms of this Agreement. Without limiting the provisions of the Non-Disclosure Agreement, if, for any reason, the transactions contemplated by this Agreement are not consummated, each of Buyer and Merger Sub agrees that it will not disclose to any third person or use for its own benefit any confidential information relating to the Companies or the operation of the Stations, which it may have acquired in the course of such examination and investigation and that it will promptly return and cause its Representatives to return to the Companies or their designee any property, books, records or papers relating to the Companies or the operation of the Stations and any copies thereof which Buyer or its Representatives may then have in their possession. Notwithstanding anything to the contrary contained in this Agreement or the Non-disclosure Agreement, under no circumstances shall Buyer or any of its Affiliates directly or indirectly contact, prior to the Closing, any employee of the Stations or any customer or advertiser of the Stations with respect to any matter relating to the transactions contemplated hereby without the prior written consent of the Companies which consent shall not be unreasonably withheld.

7.3 Best Efforts. Subject to the terms and conditions of this Agreement:

(a) Between the Effective Date and the Closing Date, Buyer shall, and shall cause Merger Sub to (i) use its reasonable best efforts (A) to cause the conditions in Article 9 to be satisfied, (B) to deliver or cause to be delivered at the Closing the items to be delivered by Buyer pursuant to Section 2.6, (C) to take all other actions necessary to consummate the transactions contemplated hereby, and (ii) not take any action that will have the effect of unreasonably delaying, impairing or impeding the receipt of any authorizations, consents, orders or approvals to be sought pursuant to Sections 6.4 and 7.1.

(b) From and after the Closing, Buyer shall, and shall cause Merger Sub to, use its reasonable best efforts to deliver or cause to be delivered such additional documents and other papers and to take or cause to be taken such further actions as may be necessary, proper or advisable to make effective the transactions contemplated hereby and carry out the provisions hereof.

7.4 Access to Books, Records, Etc. Buyer agrees that it will cooperate with and make available to the General Partner, during normal business hours and upon reasonable notice, all books and records, information and employees (without substantial disruption of employment) retained and remaining in existence after the Closing Date that are necessary or useful in connection with any inquiry, audit, investigation, dispute, litigation or other proceeding or similar matter, including the preparation of the Closing Date Balance Sheet. The General Partner shall bear all of the out-of-pocket costs and expenses

(excluding reimbursement for salaries and employee benefits) reasonably incurred by Buyer in connection with its compliance with the provisions of the preceding sentence. Buyer agrees that it shall preserve and keep all books and records of the Companies for a period of at least five (5) years from the Closing Date. After such five (5) year period, if the General Partner notifies Buyer after such five (5) year period, before Buyer shall dispose of any such books and records, the General Partner shall be given an opportunity, at its cost and expense, to remove and retain all or any part of such books and records as it may select.

7.5 Financing. As of the Closing Date, Buyer shall have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price, the Root License Purchase Price and any other amounts to be paid by Buyer pursuant to this Agreement.

ARTICLE 8
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS TO CLOSE

Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

8.1 Accuracy of Representations. The representations and warranties of the Companies and the General Partner set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties which are qualified as to material, materiality, Material Adverse Effect or similar expressions, or are subject to the same or similar type exceptions, shall be true and correct in all respects) as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (provided that representations and warranties which are confined to a specified date shall speak only as of such date) and Buyer shall have received a certificate of the General Partner to such effect signed by a duly authorized officer thereof.

8.2 Companies' Performance. Each covenant and obligation that the Companies and the General Partner are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects (except that those covenants and obligations which are qualified as to material, materiality, Material Adverse Effect or similar expressions, or are subject to the same or similar type exceptions, shall be true and correct in all respects), and Buyer shall have received a certificate of the General Partner to such effect signed by a duly authorized officer thereof.

8.3 No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Order which is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

8.4 Governmental Authorizations. All requisite Governmental Authorizations (other than the Final Order) or waiting periods following governmental filings shall have been obtained or expired (including expiration of the applicable waiting periods under the HSR Act).

8.5 Commission Consent. The Initial Order shall have become a Final Order.

8.6 Tax Returns. The Buyer shall have received any and all real property transfer tax returns and other similar filings required by law in connection with the transactions contemplated hereby and relating to the assets of the Companies, any part thereof or ownership interest therein, all duly and properly executed and acknowledged. The General Partner shall also cause to be executed such affidavits in connection with such filings as shall have been required by law or reasonably requested by the Buyer.

8.7 FIRPTA Affidavit. Each Person that holds an interest in either of the Companies shall have furnished Buyer with a certificate stating that such person is not a "foreign" person within the meaning of Section 1445 of the Code, which certificate shall set forth all information required by, and otherwise be executed in accordance with, Treasury Regulation Section 1.1445-2(b)(2).

8.8 Excluded Assets. The Excluded Assets shall have been transferred to the General Partner and the Companies shall have received releases in form and substance reasonably acceptable to Buyer from any and all liabilities relating to the Excluded Assets listed as items 3, 4, 5 and 6 of Schedule 1.

8.9 Management Agreement. The Management Agreement dated January 1, 1998 between the General Partner and the Companies shall have been terminated.

8.10 Required Consents. The consents and waiver described on Schedule 8.10 shall have been obtained.

ARTICLE 9
CONDITIONS PRECEDENT TO THE COMPANIES' OBLIGATION TO CLOSE

The Companies' obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the General Partner, in whole or in part):

9.1 Accuracy of Representations. The representations and warranties of Buyer and Merger Sub set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties which are qualified as to material, materiality, Material Adverse Effect or similar expressions, or are subject to the same or similar type exceptions, shall be true and correct in all respects) as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (provided that representations and warranties which are confined to a specified date shall speak only as of such date), and the General Partner shall have received certificates from Buyer to such effect signed by duly authorized officers thereof.

9.2 Buyer's Performance. The covenants and obligations that Buyer and Merger Sub are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects (except that those covenants and obligations which are qualified as to material, materiality, Material Adverse Effect or similar expressions, or are subject to the same or similar type exceptions, shall be true and correct in all respects), and the General Partner shall have received certificates from Buyer to such effect signed by duly authorized officers thereof.

9.3 No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Order which is in effect and which has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

9.4 Governmental Authorizations. All requisite Governmental Authorizations (other than the Final Order) or waiting periods following governmental filings shall have been obtained or expired (including expiration of the applicable waiting periods under the HSR Act).

9.5 Commission Consent. The Initial Order shall have become a Final Order; provided, however, that Buyer may elect to consummate the transactions contemplated by this Agreement upon an Initial Order from the FCC even though an appeal or request for reconsideration is pending or the time for filing an appeal or request for reconsideration or any sua sponte action by the FCC has not expired.

ARTICLE 10
POST-CLOSING COVENANTS

The Parties agree as follows with respect to the period existing from and after the Closing:

10.1 General. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Article 12 below).

10.2 Litigation Support. In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (a) any transaction contemplated under this Agreement or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Companies, each of the other Parties shall cooperate with him, her, or it and his, her, or its counsel in the defense or contest, make available their personnel, and provide such testimony and access to their books and records as shall be necessary in connection with the defense or contest, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Article 12 below).

10.3 Tax Periods Ending on or before Closing Date. The General Partner shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Companies for all periods ending on or prior to the Closing Date that are filed after the Closing Date. All such Tax Returns shall be prepared and filed in a manner that is consistent with prior practice, except as required by a change in applicable law. To the extent permitted by applicable law, all income, gain, loss, deduction or other tax items for periods ending on or prior to the Closing Date shall be allocated to the holders of the Root Units on the Tax Returns in a manner consistent with the Schedule K-1's prepared by the General Partner for such periods.

10.4 Cooperation on Tax Matters.

(a) Buyer and the General Partner shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information reasonably relevant to any such audit, litigation, or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The General Partner and Buyer agree (i) to retain all books and records with respect to Tax matters pertinent to the Companies relating to any taxable period beginning before the Closing Date until expiration of the statute of limitations (and, to the extent notified by Buyer or the General Partner, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (ii) to give the other Party reasonable written notice prior to transferring, destroying or discarding any such books and records.

(b) Buyer and the General Partner further agree, upon request, to use their best efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated hereby).

10.5 WEGX (FM) Tower Site. The General Partner shall fulfill its obligations pursuant to Section 6.11.

ARTICLE 11
TERMINATION

11.1 Termination Events. This Agreement may be terminated, by written notice given prior to the Closing:

(a) by mutual written consent of the General Partner and Buyer;

(b) by the General Partner or the Buyer if the transactions contemplated hereunder shall not have been consummated by the first (1st) anniversary of the Effective Date (the "End Date") (unless the failure to consummate the transactions contemplated hereunder is attributable to a failure on the part of the Party seeking to terminate this Agreement to perform any obligation required to be performed by such Party at or prior to the Closing);

(c) by written notice from Buyer, if Buyer is not then in material default or breach of this Agreement, following a material breach of any covenant or agreement of any of the Companies or the General Partner contained in this Agreement, or if any representation or warranty of the Companies or the General Partner contained in this Agreement shall be or shall have become inaccurate, in either case such that any of the conditions set forth in Sections 8.1 and 8.2 would not be satisfied as of the time of such breach or as of the time such representation or warranty was or shall have become inaccurate; provided, however, that: (i) if such breach or inaccuracy is curable by the Companies or the General Partner, then Buyer may not terminate this Agreement under this Section 11.1(c) with respect to the particular breach or inaccuracy provided the Companies or the General Partner cure such breach or inaccuracy within thirty (30) days after written notice of such breach from Buyer is received by the General Partner; and (ii) the right to terminate this Agreement under this Section 11.1(c) shall not be available to Buyer if the breach is the result of any willful act on the part of Buyer designed to impede the consummation of any transaction contemplated hereby;

(d) by written notice from the General Partner, if none of the General Partners and neither of the Companies is then in material default or breach of this Agreement, following a material breach of any covenant or agreement of Buyer or Merger Sub contained in this Agreement, or if any representation or warranty of Buyer or Merger Sub contained in this Agreement shall be or shall have become inaccurate, in either case such that any of the conditions set forth in Sections 9.1 and 9.2 would not be satisfied as of the time of such breach or as of the time such representation or warranty was or shall have become inaccurate; provided, however, that: (i) if such breach or inaccuracy is curable by Buyer or Merger Sub, then the General Partner may not terminate this Agreement under this Section 11.1(d) with respect to the particular breach or inaccuracy provided Buyer or Merger Sub cures such breach or inaccuracy within thirty (30) days after written notice of such breach from the General Partner is received by Buyer and (ii) the right to terminate this Agreement under this Section 11.1(d) shall not be available to the General Partner if the breach is the result of any willful act on the part of the Companies or the General Partner designed to impede the consummation of any transaction contemplated hereby;

(e) by the General Partner or Buyer upon written notice to the other, if the Initial Order is not issued or the Initial Order has not become a Final Order by the End Date (unless the Initial Order is not issued or has not become a Final Order as a result of the failure on the part of the Party seeking to terminate this Agreement to perform any obligation required to be performed by such Party pursuant to this Agreement);

(f) by the General Partner or Buyer upon written notice to the other, if the FCC issues an order (a "Denial Order") denying the Transfer of Control Application or designating such application for a hearing; provided, however, that neither the General Partner nor Buyer, as the case may be, may terminate this Agreement if either of the Companies or the General Partner (in the case of a termination by the General Partner) or the Buyer (in the case of a termination by the Buyer) is in material default or breach under this Agreement, or if a delay in any decision or determination by the Commission respecting the Transfer of Control Application has been caused or materially contributed to (i) by any failure of the General Partner or Buyer, as the case may be, to furnish, file or make available to the Commission information within its respective control or, with respect to the General Partner, failure to cause the Companies to provide such information; (ii) by the willful furnishing of incorrect, inaccurate or incomplete information to the Commission; (iii) in the case of an attempt to terminate this Agreement by Buyer, by the acquisition or agreement to acquire or program after December 23, 2002 by Buyer of any communications media (including the right to program a broadcast station), the possession of which, along with the ownership of any of the Stations, either violates the FCC's media ownership rules or policies or adversely affects the FCC's determination respecting the Transfer of Control Application; or (iv) by any other action taken by either of the Companies and the General Partner or Buyer, as the case may be, for the purpose of delaying the Commission's decision or determination respecting the Transfer of Control Application; or

(g) by Buyer if any loss, damage or other occurrence prevents broadcast transmissions by any of the Stations listed on Schedule 11.1(g) for more than three (3) continuous days, provided that if Buyer does not terminate this Agreement pursuant to this Section 11.1(g) within ten (10) days of notice by the General Partner (which notice the General Partner shall give as soon as practicable after it becomes aware of any loss, damage or other occurrence which is reasonably likely to prevent broadcast transmissions by any of such Stations for more than three (3) continuous days), the Companies shall promptly restore transmissions and replace the damaged property in a manner substantially similar to that previously conducted or existing (the "Companies' Repairs") and, in such event, Buyer shall not be entitled to terminate this Agreement by reason of such failure to broadcast. If the Companies' Repairs have not been completed at the time the Closing would otherwise be held, then the Closing shall be deferred until a date within fifteen (15) days after the General Partner has notified Buyer of the completion of the Companies' Repairs, the Closing Date to be selected by the General Partner upon not less than five (5) days' prior notice to Buyer. If the Companies' Repairs have not been completed and Buyer is so notified by the close of business on the tenth (10^{th}) day following the date on which the Closing would otherwise have occurred, Buyer may terminate this Agreement. If the Closing Date would be after the period permitted by the FCC for the consummation of the transactions contemplated by this Agreement, the General Partner and Buyer shall file an appropriate request with the FCC for an extension of time within which to complete the Closing. Notwithstanding anything in this Section 11.1(g) to the contrary, if the Companies' Repairs would cost in the aggregate more than $1,000,000 in excess of the amount covered by insurance, the General Partner may terminate this Agreement unless Buyer agrees to bear the cost in excess of $1,000,000 or waives the requirement to repair. The need for any Companies' Repairs shall not constitute a breach by the General Partner or the Companies of any covenant, representation or warranty hereunder, if the General Partner and the Companies fulfill their obligations under this Section 11.1(g).

11.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 11.1, this Agreement shall become null and void and all further obligations of the Parties under this Agreement shall terminate and there shall be no liability on the part of any Party hereto, except as set forth in Section 11.3 and Section 7.2.

11.3 Forfeiture of the LC Proceeds. The Escrow Agent shall present the Letter of Credit for payment in accordance with its terms and the LC Proceeds shall be delivered to the Companies as liquidated

damages upon the occurrence of the following events: (i) this Agreement is validly terminated by the General Partner pursuant to Section 11.1(d) or 11.1(f) to the extent that the issuance of the Denial Order is the result of Buyer committing any of the acts or omissions described in Section 11.1(f)(i) through (iv); (ii) neither of the Companies nor the General Partner is then in material default or breach of this Agreement; and (iii) the conditions set forth in Sections 8.1, 8.2, 8.3, 8.4, 8.6, 8.7 and 8.10 are satisfied as of the time of such termination. In addition, the Escrow Agent shall present the Letter of Credit for payment in accordance with its terms and the LC Proceeds shall be delivered to the Companies as liquidated damages upon the occurrence of the events set forth in Item 2 on Schedule 11.3. The delivery of the LC Proceeds to the Companies pursuant to this Section 11.3 shall constitute liquidated damages and shall be the sole and exclusive remedy of the Companies and the General Partner for any and all damages arising under or in connection with a termination of this Agreement.

ARTICLE 12
INDEMNIFICATION; REMEDIES

12.1 Survival. The representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the Closing, regardless of any investigation made by or on behalf of the Companies, the General Partner or Buyer, for a period of one (1) year after the Closing Date; provided, however, that (i) the representations and warranties set forth in Sections 3.1, 3.2, 3.4, 3.8, 3.12, 3.23, 4.1, 4.2, 4.4, 4.5 and 4.7 (collectively, the "Fundamental Representations") shall survive the Closing and remain in full force and effect indefinitely and (ii) all covenants and agreements of the Parties set forth in this Agreement to be performed after the Closing Date (collectively, the "Post-Closing Obligations") shall survive the Closing and remain in full force and effect indefinitely.

12.2 Indemnification by the General Partner and the other Root Partners.

(a) The General Partner and the other Root Partners, jointly and severally, agree, subject to the other terms and conditions of this Article 12, to indemnify, defend and hold harmless Buyer from all Losses by Buyer as a result of (i) the inaccuracy of any representation or warranty of the Companies or the General Partner contained in this Agreement; (ii) any breach by either of the Companies or the General Partner of any covenants or agreement to be performed by them pursuant to this Agreement not covered by clause (iii) of this Section 12.2(a); (iii) any breach by either of the Companies or the General Partner, after the Closing, of any of the Post-Closing Obligations; and (iv) the Excluded Liabilities.

(b) Notwithstanding anything to the contrary contained in this Agreement, (i) the rights of Buyer to indemnification under this Article 12 shall constitute the sole and exclusive remedy of Buyer, except as provided in Section 2.9, for any breach by the Companies and the General Partner of any provision of this Agreement and (ii) no claim may be asserted nor any action commenced against the General Partner and the other Root Partners for indemnification under Section 12.2(a) unless written notice describing in reasonable detail the facts and circumstances with respect to the subject matter of such claim or action is received by the General Partner on or prior to the date on which the representation, warranty, covenant or agreement on which such claim or action is based ceases to survive as set forth in Section 12.1, regardless of whether the subject matter of such claim or action shall have occurred before such date; provided, however, that Buyer may pursue specific performance and other equitable remedies for any matter that is indemnifiable under clause (iii) or (iv) of Section 12.2(a).

(c) The indemnification obligations of the General Partner and the other Root Partners pursuant to clause (i) and (ii) of Section 12.2(a) shall not be effective until the aggregate dollar amount of all Losses that would otherwise be indemnifiable pursuant thereto exceeds Two Hundred Fifty Thousand Dollars ($250,000) (the "Root's Threshold Amount"), and then only to the extent such aggregate amount exceeds Root's Threshold Amount; provided, however, that in respect of the Fundamental Representations or in the

case of fraud, such threshold amount shall not apply. The indemnification obligations of the General Partner and the other Root Partners pursuant to Sections 12.2(a)(i) and (ii) shall be limited to $5,000,000 and no indemnification pursuant to such provisions shall be payable thereafter; provided, however, that in respect of the Fundamental Representations or in the case of fraud, such indemnification limitation shall be $82,000,000. Subject to the foregoing limitations, any Losses incurred as a result of any matter for which indemnification is required under this Section 12.2 will be first satisfied out of the Escrow Amount held in escrow pursuant to the terms of the Escrow Agreement. Following the earlier of (i) the payment to Buyer of the entire Escrow Amount in satisfaction of indemnification pursuant to Section 12.2 or (ii) the Distribution Date (as defined in the Escrow Agreement), any indemnification pursuant to Section 12.2 shall be effected on a several, but not joint, basis from each of the General Partner and other Root Partners such that no Root Partner shall be liable for more than its pro rata share of any Loss based upon the Cash Percentage. This Section 12.2(c) shall not confer upon Buyer, and Buyer hereby waives, the right to set-off against any amounts due it pursuant to clause (i) and (ii) of Section 12.2(a) or otherwise pursuant to this Agreement.

(d) If an indemnification obligation exists under Section 12.2(a) due to the inaccuracy of any representation or warranty under this Agreement, the amount of any Loss related to such inaccuracy will be calculated without regard to any materiality qualifier (including any qualifier based on Material Adverse Effect) contained in such representation or warranty.

12.3 Indemnification by Buyer.

(a) Buyer agrees from and after the Closing Date, subject to the other terms and conditions of this Article 12, to indemnify, defend and hold harmless the General Partner from all Losses by the General Partner or Root Partners as a result of (i) the inaccuracy of any representation or warranty of Buyer contained in this Agreement; (ii) any breach by Buyer of the covenants and agreements to be performed by Buyer pursuant to this Agreement not covered by clause (iii) of this Section 12.3(a); and (iii) any breach by Buyer, after the Closing, of any of the Post-Closing Obligations.

(b) Notwithstanding anything to the contrary contained in this Agreement, (i) except as provided in Section 11.3, the rights of the General Partner and the Root Partners to indemnification under this Article 12 shall constitute the sole and exclusive remedy of the General Partner and the Root Partners for any breach by Buyer of any provision of this Agreement and (ii) no claim may be asserted nor any action commenced against Buyer for indemnification under Section 12.3(a) unless written notice describing in reasonable detail the facts and circumstances with respect to the subject matter of such claim or action is received by Buyer on or prior to the date on which the representation, warranty, covenant or agreement on which such claim or action is based ceases to survive as set forth in Section 12.1, regardless of whether the subject matter of such claim or action shall have occurred before or after such date; provided, however, that the General Partner or any of the Root Partners may pursue specific performance and other equitable remedies for any matter that is indemnifiable under clause (iii) of Section 12.3(a).

(c) The indemnification obligations of Buyer pursuant to clause (i) and (ii) of Section 12.3(a) shall not be effective until the aggregate dollar amount of all Losses that would otherwise be indemnifiable pursuant thereto exceeds Two Hundred Fifty Thousand Dollars ($250,000) (the "Buyer's Threshold Amount"), and then only to the extent such aggregate amount exceeds Buyer's Threshold Amount; provided, however, that in respect of the Fundamental Representations or in the case of fraud, such threshold amount shall not apply. The indemnification obligations of Buyer pursuant to Sections 12.3(a)(i) and (ii) shall be limited to $5,000,000 and no indemnification pursuant to such provisions shall be payable thereafter; provided, however, that in respect of the Fundamental Representations or in the case of fraud, such indemnification limitation shall be $82,000,000.

(d) If an indemnification obligation exists under Section 12.3(a) due to the inaccuracy of any representation or warranty under this Agreement, the amount of any Loss related to such breach will be calculated without regard to any materiality qualifier contained in such representation or warranty.

12.4 Notice of Potential Claims for Indemnification.

(a) An indemnified party (the "Indemnitee") shall give the indemnifying party or parties (the "Indemnitor") prompt written notice (an "Indemnification Notice") of any matter or event that could give rise to a claim for indemnification by the Indemnitor under this Article 12, including but not limited to any Third Party Claim (an "Indemnification Claim"). Each Indemnification Notice shall specify the basis on which indemnification is sought and the Indemnitee's good faith estimate of the amount of its Losses and, in the case of a Third Party Claim, contain (by attachment or otherwise) such other information as such Indemnitee may have concerning such Third Party Claim. After the delivery of an Indemnification Notice, the Indemnitee shall provide prompt written notice to the Indemnitor of all developments relating to the related Indemnification Claim and any material changes in Indemnitee's good faith estimate of the amount of its Losses. The Indemnitee shall provide the Indemnitor with access, upon reasonable notice and during normal business hours, to its books and records, properties and personnel relating to the Indemnification Claim. The Indemnitee will not be entitled to indemnification for Losses of the Indemnitee to the extent that any delay in providing an Indemnification Notice or notice of future developments or other failure to follow the procedures set forth in this Article 12 prejudices the Indemnitor's ability to defend a Third Party Claim or otherwise affects Indemnitor's ability to reduce the amount of indemnifiable Losses.

(b) If the Indemnification Claim involves a Third Party Claim, the provisions set forth in Section 12.5 shall be applicable.

12.5 Third Party Claims. The obligations and liabilities of the Parties hereunder with respect to a Third Party Claim for which an Indemnitee is entitled to indemnification pursuant to this Article 12 shall be subject to the following terms and conditions:

(a) The Indemnitor shall have the right, but not the obligation, to defend against and to direct the defense of any such Third Party Claim and any related Proceeding, in its name or in the name of the Indemnitee at the Indemnitor's expense and with counsel of the Indemnitor's own choosing and Indemnitee shall cooperate in the defense thereof. The Indemnitee may participate in such defense with counsel of their own choosing, at its own expense. The Indemnitor shall not, as long as it conducts the defense of any Proceeding on behalf of the Indemnitee, be liable to the Indemnitee under this Article 11 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding incurred by the Indemnitee in connection with the defense of such Proceeding.

(b) If, however, the Indemnitor fails or refuses to undertake the defense of such Third Party Claim within fourteen (14) days after the Indemnification Notice has been given to the Indemnitor by the Indemnitee (or, if later, fourteen (14) days after a Proceeding is brought by the third party making the Third Party Claim) or if Indemnitor later withdraws from such defense, the Indemnitee shall have the right (subject to the right of the Indemnitor to assume the defense of such claim at any time prior to the settlement, compromise or final determination thereof) to undertake the defense of such claim with counsel of its own choosing, with Indemnitor responsible for the reasonable costs and expenses of such defense. No settlement of, or payment in respect of, any Third Party Claim involving potential liability of the Indemnitor under this Article 11 shall be made by or on behalf of the Indemnitee without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed.

12.6 Tax Effect, Insurance and Other Recoveries. For purposes of this Article 12, in computing any individual or aggregate amounts of Losses, the amount shall be calculated net of the amount of any tax benefit actually realized or reasonably expected to be received and the amount of any insurance proceeds or other recoveries (including, but not limited to, amounts receivable from any third party for indemnification or contribution) to which the Indemnitee is entitled as a result of or in connection with such Losses. The amount of any such tax benefit shall be determined by taking into account the effect, if any and to the extent determinable, of timing differences resulting from the acceleration or deferral of items of gain or loss resulting from such Losses.

12.7 Subrogation. Upon payment in full of any Indemnification Claim or the payment of any judgment or settlement with respect to a Third Party Claim, the Indemnitor shall be subrogated to the extent of such payment to the rights of the Indemnitee against any person or entity with respect to the subject matter of such Indemnification Claim or Third Party Claim. The Indemnitee shall assign or otherwise cooperate with the Indemnitor, at the cost and expense of the Indemnitor, to pursue any claims against, or otherwise recover amounts from, any Person liable or responsible for any Losses for which indemnification has been received pursuant to this Agreement.

12.8 Tax Returns. It is the intention of the Parties that any payment under Article 12 hereof shall be treated as an adjustment to the Purchase Price for federal, state, local and foreign income tax purposes and the Parties agree to file their Tax Returns accordingly.

12.9 Miscellaneous.

(a) The General Partner and Buyer shall each be responsible, as Indemnitee, for taking or causing to be taken all reasonable steps to mitigate its Losses upon and after becoming aware of any event that could reasonably be expected to give rise to Losses that may be indemnifiable under this Article 12.

(b) Each Party hereby acknowledges that, except as set forth in this Agreement, neither Party is making any representation, warranty, covenant or agreement with respect to the subject matter of this Agreement and each Party hereby disclaims, and agrees that the other Party may disclaim, any and all liability and responsibility for any other representation, warranty or other statement made or communicated (whether orally or in writing) by it or its Representatives to the other Party or such other Party's Representatives. In furtherance of the foregoing, Buyer acknowledges and agrees that no representation or warranty is being made by the Companies or the General Partner with respect to the future operating or financial performance of the Stations. In connection with Buyer's investigation of the Companies, Buyer has received certain estimates, projections, forecasts, plans, budgets and similar materials and information regarding or relating to the future operating and financial performance of the Companies. The Companies represent and warrant that such information has been provided in good faith and is based on reasonable assumptions. Buyer hereby acknowledges and agrees that there are uncertainties inherent in attempting to make estimates, projections, forecasts, plans, budgets and similar materials and information, that Buyer is familiar with such uncertainties, that Buyer is taking full responsibility for making its respective evaluations of the adequacy and accuracy of all estimates, projections, forecasts, plans, budgets and similar materials.

(c) No breach of any representation, warranty, covenant or agreement contained herein shall give rise to any right on the part of either Party hereto, after the consummation of the transactions contemplated hereby, to rescind this Agreement or any of the transactions contemplated hereby.

ARTICLE 13
GENERAL PROVISIONS

13.1 Expenses. Buyer shall pay all expenses incurred by it in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its Representatives, whether or not the Closing shall have occurred. The General Partner shall pay all the Root Transaction Expenses, whether or not the Closing shall have occurred.

13.2 Public Announcements. The initial press release relating to this Agreement shall be a joint press release, the text of which has been agreed to by Buyer and the General Partner. Unless otherwise required by applicable Legal Requirement or by obligations of the Parties or their Affiliates pursuant to any listing agreement with or rules of any securities exchange, the Parties hereto shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated hereby or the activities and operations of the other Party and shall not issue any such release or make any such statement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

13.3 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when: (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), or (c) when received by the addressee, if sent by a delivery service (prepaid, receipt requested) or (d) when received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses, representative (if applicable) and telecopier numbers set forth below (or to such other addresses, representative and telecopier numbers as a Party may designate by notice to the other Parties):

(i) If to either of the Companies or the General Partner, then to:

Nautic Partners, LLC
50 Kennedy Plaza, 12th Floor
Providence, Rhode Island 02903
Attn: Riordon B. Smith, Managing Director
Facsimile: (401) 278-6387

and

Root Communications Ltd.
275 Clyde Morris Blvd.
Ormond Beach, Florida 32174
Attn: William J. Voges
Facsimile: (904) 671-9802

with a copy (which shall not constitute notice) to:

Alston & Bird LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, North Carolina 28280-4000
Attn: C. Mark Kelly, Esq.
Facsimile: (704) 444-1111

(ii) If to Buyer:

Qantum Communications Corporation
3 Stamford Landing, Suite 210
46 Southfield Avenue
Stamford, CT 06902
Attn: Michael F. Mangan
Facsimile: (203) 388-0054

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Richard S. Borisoff, Esq.
Facsimile: (212) 757-3990

13.4 Waiver. Except as explicitly provided in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative and not alternative and are not exclusive of any right or remedies that any Party may otherwise have at law or in equity. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given; and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand.

13.5 Entire Agreement; Amendment. This Agreement (including the Disclosure Schedules and the Exhibits hereto) supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the Non-disclosure Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties hereto.

13.6 Assignments. This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by either Party hereto by operation of Law or otherwise without the express written consent of the other Party (which consent may be granted or withheld in the sole discretion of such other Party); provided, however, that Buyer may assign any or all of its rights and interests hereunder to one or more of its Affiliates, but no such assignment shall relieve such Party of any of its obligations hereunder or delay the Closing.

13.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party in any material respect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.8 Section Headings, Construction. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Article," "Section" or "Sections" refer to the corresponding Article, Section or Sections of this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The Exhibits attached hereto and the Disclosure Schedules referred to herein and attached hereto are hereby incorporated herein and made a part hereof as if fully set forth herein.

13.9 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State.

(b) All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a Delaware state or a federal court sitting in Wilmington, Delaware, and the Parties to this Agreement hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The Parties hereto hereby consent to service of process by mail (in accordance with Section 13.3) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE COMPANIES, THE GENERAL PARTNER, BUYER OR MERGER SUB OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

13.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

13.11 Time of Essence. Time is of the essence in this Agreement.

13.12 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

Signatures Appear on Next Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the Effective Date.

BUYER:

QANTUM COMMUNICATIONS CORPORATION

By:_____
Name:_____
Title:_____

MERGER SUB:

QANTUM ACQUISITION COMPANY, LLC

BY: QANTUM HOLDING, LLC
ITS: MEMBER

By:_____
Name:_____
Title:_____

ROOT:

ROOT COMMUNICATIONS GROUP, L.P.

BY: ROOT COMMUNICATIONS, INC.
ITS: GENERAL PARTNER

By:_____
Name:_____
Title:_____

ROOT LICENSE:

ROOT COMMUNICATIONS LICENSE COMPANY, L.P.

BY: ROOT COMMUNICATIONS, INC.
ITS: GENERAL PARTNER

By:_____
Name:_____
Title:_____

GENERAL PARTNER:

ROOT COMMUNICATIONS, INC.

By:_____
Name:_____
Title:_____

ROOT PARTNERS:

Solely for purposes of agreeing to the provisions of Article 12 above:

ROOT COMMUNICATIONS, LTD.

BY: ROOT MEDIA GP, INC.
ITS: MANAGING GENERAL PARTNER

By:_____
Name:_____
Title:_____

FLEET VENTURE RESOURCES, INC.

By:_____
Name:_____
Title: Attorney-in-Fact

FLEET EQUITY PARTNERS VI, L.P.

BY: SILVERADO IV CORP.
ITS: GENERAL PARTNER

By:_____
Name:_____
Title:_____

CHISHOLM PARTNERS III, L.P.

BY: SILVERADO III L.P.
ITS: GENERAL PARTNER

BY: SILVERADO III CORP.
ITS: GENERAL PARTNER

By:_____
Name:_____
Title:_____

KENNEDY PLAZA PARTNERS

By:_____
Name:_____
Title:_____

_____
DANIEL C. SAVADOVE

_____
MARC GURALNICK

_____
RICHARD MCGRANE

_____
HAROLD T. MILLER