

**SCHEDULES TO THE OPTION AND
ASSET PURCHASE AGREEMENT FOR RADIO STATIONS
WPAO and WTNX**

dated as of September 20, 1999

By, Between and Among

**YOUNGSTOWN RADIO, L.L.C.,
YOUNGSTOWN RADIO LICENSE, L.L.C.,
and
CITICASTERS CO.**

Except as otherwise indicated herein, all capitalized terms used in the Schedules and not otherwise defined shall have the respective meanings ascribed to such terms in the Option and Asset Purchase Agreement. Except as otherwise noted or with respect to oral agreements, Sellers have provided to Buyer or its counsel copies of all written agreements and other documents referred to in the Schedules. Buyer hereby acknowledges and agrees that any item disclosed in one Schedule is deemed disclosed in all Schedules, whether or not such item is actually disclosed therein.

Because of the overlapping nature of the operations of Radio Stations WBBG, WTNX, WRTK, WICT and WPAO, these Schedules may include disclosures relevant to each of the two separate option and asset purchase agreements (one agreement for WPAO (AM) and WTNX (FM) and the other agreement for WBBG (FM), WRTK (AM) and WICT (FM)). These Disclosure Schedules qualify the indicated sections of the Option and Asset Purchase Agreement first referred to above. Nothing in these Disclosure Schedules constitutes an admission to any third party of any liability or obligation of either Seller to any third party, nor any admission that any material referred to herein is or would be material or could reasonably be expected to have a material adverse effect on the Stations.

SCHEDULE 2.1.1

Assigned Real Estate

Owned Real Property

1. 1608 State Line Road, Hubbard, Ohio – WPAO Transmitter Site (see legal description attached).

Leased Real Property

1. 6874 Strimbu Drive Brookfield, Ohio – Studio Lease by and between John J. Cafaro, as Trustee for the Cafaro Family Trust and Zapis Communications Corporation dated November 14, 1996. –Studio Lease for Radio Stations WICT, WPAO and WTNX.#
2. 7088 McMullin Road, Brookfield, Ohio -- Transmitter Site for WTNX; Lease for building and land.* (Tower Lease between Youngstown Radio and the County of Trumbull, Ohio).

Leases Which Are Not Assignable Without Third Party Consent Are Noted Herein With An Asterisk (*).

Leases Which Pertain to the Operations of both WPAO and WTNX and Radio Stations WBBG, WRTK and WICT are denoted with the Pound Symbol (#).

CHICAGO TITLE INSURANCE COMPANY PRO FORMA POLICY

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
97D-13958A	To Be Assigned	To Be Determined or To Be Determined	STo Be Determined

1. Name of Insured:

BANKERS TRUST COMPANY, as Agent for the Lenders named in the Credit Agreement, dated as of August 22, 1997, among GOCOM Communications Holding, L.L.C., a Delaware limited liability company, GOCOM Communications Operating, L.L.C., a Delaware limited liability company, as Borrower, the Lenders party thereto, and Bankers Trust Company, as Agent, and any successor Agents, as amended by a first amendment thereto dated as of February 23, 1998.

2. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Youngstown Radio, L.L.C. a Delaware Limited Liability Company

4. The insured mortgage and assignments thereof, if any, are described as follows:

Open-End Mortgage, Security Agreement, Fixture Filing and Assignment of Rents (Ohio), dated as of _____, 1998, from Youngstown Radio, L.L.C., a Delaware limited liability company, as Mortgagor, to Bankers Trust Company, as Agent, as Mortgagee, recorded on _____, 1998 as Instrument No. _____ in the Official Records of Trumbull County, Ohio.

5. The land referred to in this Policy is described as follows:

Situated in the Township of Hubbard, County of Trumbull, State of Ohio, and known as being part of Section Ten (10) in said Township, and being more particularly bounded and described as follows:

Commencing at a point in the center of the State Line Road, said point being 687.2 feet south of the dividing line between Hubbard Township and Brookfield Township; thence N 89° 29' W a distance of 595 feet to an iron pin, the true place of beginning; thence continuing N 89° 29' W a distance of 800 feet to an iron pin; thence S 0° 43' E a distance of 405.65 feet to an iron pin; thence N 89° 29' E a distance of 100 feet to an iron pin; thence S 0° 4' E a distance of 405.90 feet to an iron pin; thence N 89° 28' E a distance of 800 feet to an iron pin; thence N 0° 01' W a distance of 405.90 feet to an iron pin; thence S 89° 29' W a distance of 100 feet to an iron pin; thence N 0° 01' W a distance of 405.65 feet to an iron pin marking the place of beginning, and containing within said bounds 14.9 acres of land.

The Grantors herein further convey to the Grantee, a right of way for the purpose of ingress and egress to the premises above described over and across the following described land:

Commencing at a point in the center of the State Line Road, which point is 1234.5 feet S 0° 01' E of the line separating Brookfield Township and Hubbard Township; the place of beginning; thence N 89° 29' W a distance of 495 feet, which point marks the easterly boundary of lands herein conveyed to the Grantee; thence N 0° 01' W a distance of 25 feet to a point; thence S 89° 29' E a distance of 495 feet to the center of the State Line Road; thence S 0° 01' E a distance of 25 feet to the place of beginning.

SCHEDULE A
Loan Form

This Policy valid only if Schedule B is attached.

SCHEDULE 2.1.2

Assigned Equipment

The assigned equipment includes all broadcast equipment, personal property, current inventory, office furniture, fixed assets and fixtures, tapes, office materials, supplies and other tangible property of every kind and description used or held for use in connection with the operation of the Stations or located at the facilities of the Stations, including the assets listed on the attached equipment ledgers (under the headings WPAO and WTNX), but excluding (i) any items disposed of per the Option and Asset Purchase Agreement, and (ii) any assets described on Schedule 2.2.4 (notwithstanding the fact that any such assets may be listed on the attached equipment ledgers). To the extent that assets listed on Schedule 2.2.4 are also listed on the attached equipment ledgers, such assets shall remain Excluded Equipment under this Agreement and shall not be part of the Assets.

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WPAO DEPRECIATION EXPENSE REPORT

as of 07/31/1999

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Book: Internal FY: December												
000001	03/01/98	11108.74	NoDep	P 00 00	0.00	11108.74	06/99	0.00	0.00	0.00	0.00	
A single parcel of land consisting of 1												
Count= 1 -----												
G/L Asset Acct No: 3000-100-												
		11108.74			0.00	11108.74		0.00	0.00	0.00	0.00	
Less disposals		0.00			0.00	0.00		0.00			0.00	
Net		11108.74			0.00	11108.74		0.00	0.00	0.00	0.00	
000002	03/01/98	232.27	SLMM	P 15 00	0.00	232.27	06/99	12.90	1.29	9.03	21.93	
80' of 6' chain link fence												
000003	03/01/98	522.10	SLMM	P 15 00	0.00	522.10	06/99	29.01	2.90	20.30	49.31	
80' of 6' chain link fence												
000004	03/01/98	25.08	SLMM	P 15 00	0.00	25.08	06/99	1.39	0.14	0.97	2.36	
3' chain link gate												
000005	03/01/98	56.73	SLMM	P 15 00	0.00	56.73	06/99	3.15	0.31	2.20	5.35	
3' chain link gate												
Count= 4 -----												
G/L Asset Acct No: 3007-100-												
		836.18			0.00	836.18		46.45	4.64	32.50	78.95	
Less disposals		0.00			0.00	0.00		0.00			0.00	
Net		836.18			0.00	836.18		46.45	4.64	32.50	78.95	
000006	03/01/98	2142.65	SLMM	P 39 00	0.00	2142.65	06/99	45.78	4.57	32.04	77.82	
30' x 20' x 8' concrete block building												
Count= 1 -----												
G/L Asset Acct No: 3010-100-												
		2142.65			0.00	2142.65		45.78	4.57	32.04	77.82	
Less disposals		0.00			0.00	0.00		0.00			0.00	
Net		2142.65			0.00	2142.65		45.78	4.57	32.04	77.82	
000007	03/01/98	21641.54	SLMM	P 05 00	0.00	21641.54	06/99	3606.92	360.69	2524.84	6131.76	
45G a 260' uniform cross-section seri												
000008	03/01/98	22535.27	SLMM	P 05 00	0.00	22535.27	06/99	3755.88	375.59	2629.11	6384.99	
25G a 170' uniform cross-section seri												
000009	03/01/98	8060.85	SLMM	P 05 00	0.00	8060.85	06/99	1343.48	134.35	940.43	2283.91	
Two-tower copper ground system (in lots)												
000010	03/01/98	9258.79	SLMM	P 05 00	0.00	9258.79	06/99	1543.13	154.31	1080.19	2623.32	
1 kilowatt non-directional daytime/50												
000011	03/01/98	6319.02	SLMM	P 05 00	0.00	6319.02	06/99	1053.17	105.31	737.21	1790.38	
1400' of 7/8" foam dielectric transmis												
000012	03/01/98	4036.59	SLMM	P 05 00	0.00	4036.59	06/99	672.77	67.27	470.93	1143.70	
2400' of 3/8" foam dielectric transmis												
000014	03/01/98	245.02	SLMM	P 05 00	0.00	245.02	06/99	40.84	4.08	28.58	69.42	
Phase sampling loop												
000015	03/01/98	2103.60	SLMM	P 05 00	0.00	2103.60	06/99	350.60	35.06	245.42	596.02	
AM-19(204) 3-tower AM antenna mo												
000016	03/01/98	686.95	SLMM	P 05 00	0.00	686.95	06/99	114.49	11.45	80.14	194.63	
VRC-2000 antenna monitor interface												
000073	03/01/98	180.47	SLMM	P 05 00	0.00	180.47	06/99	30.08	3.01	21.05	51.13	

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DEPRECIATION EXPENSE REPORT

as of 07/31/1999

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
3/8" transmission line connectors												
Count= 10 -----												
G/L Asset Acct No: 3016-100-												
		75068.10			0.00	75068.10		12511.36	1251.12	8757.90	21269.26	
Less disposals		0.00			0.00	0.00		0.00			0.00	
Net		75068.10			0.00	75068.10		12511.36	1251.12	8757.90	21269.26	
000017	03/01/98	6409.87	SLMM	P 05 00	0.00	6409.87	06/99	1068.31	106.83	747.81	1816.12	
MW-1A a 1 kilowatt AM transmitter												
000018	03/01/98	525.39	SLMM	P 05 00	0.00	525.39	06/99	87.57	8.75	61.29	148.86	
AM modulation monitor												
000019	03/01/98	327.65	SLMM	P 05 00	0.00	327.65	06/99	54.61	5.46	38.22	92.83	
222NRSC audio processor												
000020	03/01/98	790.96	SLMM	P 05 00	0.00	790.96	06/99	131.83	13.18	92.27	224.10	
Phoenix audio processor												
000021	03/01/98	1682.22	SLMM	P 05 00	0.00	1682.22	06/99	280.37	28.03	196.25	476.62	
VCR-2000 remote control system												
000022	03/01/98	381.50	SLMM	P 05 00	0.00	381.50	06/99	63.58	6.35	44.50	108.08	
VRC-2000 remote control command r												
000023	03/01/98	616.65	SLMM	P 05 00	0.00	616.65	06/99	102.78	10.28	71.94	174.72	
VRC-2000 remote control interface p												
Count= 7 -----												
G/L Asset Acct No: 3019-100-												
		10734.24			0.00	10734.24		1789.05	178.88	1252.28	3041.33	
Less disposals		0.00			0.00	0.00		0.00			0.00	
Net		10734.24			0.00	10734.24		1789.05	178.88	1252.28	3041.33	
000024	03/01/98	29.60	SLMM	P 05 00	0.00	29.60	06/99	4.93	0.49	3.45	8.38	
6' metal equipment rack												
000025	03/01/98	78.93	SLMM	P 05 00	0.00	78.93	06/99	13.16	1.32	9.21	22.37	
6' metal equipment rack												
000026	03/01/98	205.55	SLMM	P 05 00	0.00	205.55	06/99	34.26	3.43	23.98	58.24	
D-75 power amplifier												
000027	03/01/98	65.78	SLMM	P 05 00	0.00	65.78	06/99	10.96	1.09	7.67	18.63	
Custom wood & formica studio furniture												
000028	03/01/98	65.78	SLMM	P 05 00	0.00	65.78	06/99	10.96	1.09	7.67	18.63	
SL-P440 compact disc player												
000029	03/01/98	183.35	SLMM	P 05 00	0.00	183.35	06/99	30.56	3.06	21.39	51.95	
DP-100-A interface amplifier												
000030	03/01/98	64.13	SLMM	P 05 00	0.00	64.13	06/99	10.69	1.07	7.48	18.17	
interface amplifier												
000031	03/01/98	52.21	SLMM	P 05 00	0.00	52.21	06/99	8.70	0.87	6.09	14.79	
TP-500 phono preamplifier												
000032	03/01/98	32.89	SLMM	P 05 00	0.00	32.89	06/99	5.48	0.54	3.83	9.31	
TD-W315 dual stereo cassette tape r												
000033	03/01/98	2895.79	SLMM	P 05 00	0.00	2895.79	06/99	482.63	48.26	337.84	820.47	
Signature S-20 10-channel stereo au												
000034	03/01/98	54.27	SLMM	P 05 00	0.00	54.27	06/99	9.05	0.90	6.32	15.37	
O.C. White microphone boom arm wit												
000035	03/01/98	223.23	SLMM	P 05 00	0.00	223.23	06/99	37.21	3.72	26.04	63.25	
SM-7 microphone												

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DEPRECIATION EXPENSE REPORT

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SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
000036	03/01/98	78.93	SLMM	P 05 00	0.00	78.93	06/99	13.16	1.32	9.21	22.37	
	SP-25 turntable											
000037	03/01/98	630.63	SLMM	P 05 00	0.00	630.63	06/99	105.11	10.51	73.57	178.68	
	32 1/4" two-track reel-to-reel tape recorder											
000038	03/01/98	115.11	SLMM	P 05 00	0.00	115.11	06/99	19.19	1.91	13.42	32.61	
	Control 1 monitor speaker											
000039	03/01/98	98.66	SLMM	P 05 00	0.00	98.66	06/99	16.44	1.64	11.50	27.94	
	6' metal equipment rack											
000040	03/01/98	328.47	SLMM	P 05 00	0.00	328.47	06/99	54.75	5.47	38.31	93.06	
	AR-1000 1/4" two-track reel-to-reel ta											
000041	03/01/98	164.03	SLMM	P 05 00	0.00	164.03	06/99	27.34	2.73	19.13	46.47	
	SPH-3 telephone system											
000042	03/01/98	355.05	SLMM	P 05 00	0.00	355.05	06/99	59.18	5.92	41.42	100.60	
	Comrex LX-R decoder											
000043	03/01/98	49.33	SLMM	P 05 00	0.00	49.33	06/99	8.22	0.82	5.75	13.97	
	M-67 stereo audio mixer											
000044	03/01/98	138.13	SLMM	P 05 00	0.00	138.13	06/99	23.02	2.30	16.11	39.13	
	6' metal equipment rack											
000045	03/01/98	1313.46	SLMM	P 05 00	0.00	1313.46	06/99	218.91	21.89	153.23	372.14	
	DL-DNA-2 audio controller											
000046	03/01/98	162.80	SLMM	P 05 00	0.00	162.80	06/99	27.13	2.71	18.99	46.12	
	DL-NET network card											
000047	03/01/98	26.31	SLMM	P 05 00	0.00	26.31	06/99	4.39	0.43	3.06	7.45	
	Middle Atlantic rack shelf											
000048	03/01/98	25.08	SLMM	P 05 00	0.00	25.08	06/99	4.18	0.41	2.92	7.10	
	wet/dry shop vacuum cleaner											
	Count= 25 -----											
G/L Asset Acct No: 3022-100-												
		7437.50			0.00	7437.50		1239.61	123.90	867.59	2107.20	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		7437.50			0.00	7437.50		1239.61	123.90	867.59	2107.20	
000049	03/01/98	401.64	SLMM	P 05 00	0.00	401.64	06/99	66.94	6.69	46.85	113.79	
	10' mesh satellite dish antenna with 1											
000050	03/01/98	1223.43	SLMM	P 05 00	0.00	1223.43	06/99	203.91	20.39	142.73	346.64	
	DR185 digital satellite receiver											
	Count= 2 -----											
G/L Asset Acct No: 3031-100-												
		1625.07			0.00	1625.07		270.85	27.08	189.58	460.43	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		1625.07			0.00	1625.07		270.85	27.08	189.58	460.43	
000051	03/01/98	356.01	SLMM	P 01 00	0.00	356.01	04/99	296.68	0.00	59.33	356.01	
	BC-1F a 1 kilowatt AM transmitter											
000052	03/01/98	80.16	SLMM	P 01 00	0.00	80.16	04/99	66.80	0.00	13.36	80.16	
	7601 remote control system											
000053	03/01/98	37.00	SLMM	P 01 00	0.00	37.00	04/99	30.83	0.00	6.17	37.00	
	ITA AMM-1A AM modulation monitor											
000054	03/01/98	41.11	SLMM	P 01 00	0.00	41.11	04/99	34.26	0.00	6.85	41.11	
	electronic equipment (in lots)											
	Count= 4 -----											

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WPAO DEPRECIATION EXPENSE REPORT

as of 07/31/1999

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
G/L Asset Acct No: 3043-100-												
		514.28			0.00	514.28		428.57	0.00	85.71	514.28	
Less disposals		0.00			0.00	0.00		0.00			0.00	
Net		514.28			0.00	514.28		428.57	0.00	85.71	514.28	
000055	03/01/98	49.74	SLMM	P 07 00	0.00	49.74	06/99	5.92	0.59	4.14	10.06	
	Single-pedestal metal desk											
000056	03/01/98	24.67	SLMM	P 07 00	0.00	24.67	06/99	2.94	0.29	2.05	4.99	
	shelf											
000057	03/01/98	37.00	SLMM	P 07 00	0.00	37.00	06/99	4.41	0.44	3.08	7.49	
	storage cabinet											
000058	03/01/98	24.67	SLMM	P 07 00	0.00	24.67	06/99	2.94	0.29	2.05	4.99	
	Vinyl-upholstered metal chair											
000059	03/01/98	14.80	SLMM	P 07 00	0.00	14.80	06/99	1.76	0.17	1.23	2.99	
	Metal-framed bulletin board											
000060	03/01/98	7.40	SLMM	P 07 00	0.00	7.40	06/99	0.88	0.08	0.61	1.49	
	Carpet protector											
000061	03/01/98	9.87	SLMM	P 07 00	0.00	9.87	06/99	1.18	0.12	0.82	2.00	
	Wall clock											
Count=	7											
G/L Asset Acct No: 3047-100-												
		168.15			0.00	168.15		20.03	1.98	13.98	34.01	
Less disposals		0.00			0.00	0.00		0.00			0.00	
Net		168.15			0.00	168.15		20.03	1.98	13.98	34.01	
000062	03/01/98	27.54	SLMM	P 03 00	0.00	27.54	06/99	7.65	0.76	5.35	13.00	
	Diodes											
000063	03/01/98	138.13	SLMM	P 03 00	0.00	138.13	06/99	38.37	3.83	26.85	65.22	
	Transistors											
000064	03/01/98	110.59	SLMM	P 03 00	0.00	110.59	06/99	30.72	3.07	21.50	52.22	
	Integrated circuits											
000065	03/01/98	55.50	SLMM	P 03 00	0.00	55.50	06/99	15.42	1.54	10.79	26.21	
	small hardware											
000066	03/01/98	8.22	SLMM	P 03 00	0.00	8.22	06/99	2.28	0.22	1.59	3.87	
	Panel lamps											
000067	03/01/98	13.98	SLMM	P 03 00	0.00	13.98	06/99	3.88	0.38	2.71	6.59	
	Fuses											
000068	03/01/98	414.80	SLMM	P 03 00	0.00	414.80	06/99	115.22	11.52	80.65	195.87	
	Transmitter parts											
000069	03/01/98	27.54	SLMM	P 03 00	0.00	27.54	06/99	7.65	0.76	5.35	13.00	
	Tower lights & parts											
000070	03/01/98	83.04	SLMM	P 03 00	0.00	83.04	06/99	23.07	2.30	16.14	39.21	
	Instruction manuals											
Count=	9											
G/L Asset Acct No: 3061-100-												
		879.34			0.00	879.34		244.26	24.38	170.93	415.19	
Less disposals		0.00			0.00	0.00		0.00			0.00	
Net		879.34			0.00	879.34		244.26	24.38	170.93	415.19	
000071	04/01/98	187.94	SLMM	P 03 00	0.00	187.94	06/99	46.99	5.22	36.54	83.53	

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WPAO DEPRECIATION EXPENSE REPORT

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SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Insight - software												
000072	04/01/98	836.00	SLMM	P 03 00	0.00	836.00	06/99	209.00	23.22	162.55	371.55	
Yurchyk & Davis - MAS 90												
Count= 2 -----												
G/L Asset Acct No: 3063-100-												
		1023.94			0.00	1023.94		255.99	28.44	199.09	455.08	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		1023.94			0.00	1023.94		255.99	28.44	199.09	455.08	
Count= 72 -----												
Grand Total												
		111538.19			0.00	111538.19		16851.95	1644.99	11601.60	28453.55	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		111538.19			0.00	111538.19		16851.95	1644.99	11601.60	28453.55	
=====												

----- Calculation Assumptions -----

Book	Short Years	Midquarter Convention	Adjustment Convention
Internal	[Y]	[N]	None

----- Asset Grouping/Sorting -----

Group: G/L Distribution

Include Assets that meet the following conditions:

G/L Asset Acct No is 3000-100-
G/L Asset Acct No is 3005-100-
G/L Asset Acct No is 3007-100-
G/L Asset Acct No is 3010-100-
G/L Asset Acct No is 3013-100-
G/L Asset Acct No is 3016-100-
G/L Asset Acct No is 3019-100-
G/L Asset Acct No is 3022-100-
G/L Asset Acct No is 3025-100-
G/L Asset Acct No is 3028-100-
G/L Asset Acct No is 3031-100-
G/L Asset Acct No is 3034-100-
G/L Asset Acct No is 3037-100-
G/L Asset Acct No is 3040-100-
G/L Asset Acct No is 3043-100-
G/L Asset Acct No is 3047-100-
G/L Asset Acct No is 3050-100-
G/L Asset Acct No is 3053-100-
G/L Asset Acct No is 3056-100-
G/L Asset Acct No is 3061-100-
G/L Asset Acct No is 3063-100-
G/L Asset Acct No is 3066-100-

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DEPRECIATION EXPENSE REPORT

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G/L Asset Acct No is 3099-100-

G/L Asset Acct No is 3500-100-

G/L Asset Acct No is 3515-100-

Sort Assets by:

G/L Asset Acct No in ascending order and report subtotals

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WTNX DEPRECIATION EXPENSE REPORT

as of 07/31/1999

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Book: Internal FY: December												
000001	03/01/98	385.99	SLMM	P 39 00	0.00	385.99	06/99	8.25	0.82	5.77	14.02	
	60' of 6' chain link fence											
000002	03/01/98	74.37	SLMM	P 39 00	0.00	74.37	06/99	1.59	0.16	1.11	2.70	
	4' chain link gate											
	Count=	2	-----									
	G/L Asset Acct No: 3007-100-											
		460.36			0.00	460.36		9.84	0.98	6.88	16.72	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		460.36			0.00	460.36		9.84	0.98	6.88	16.72	
000003	03/01/98	388.65	SLMM	P 05 00	0.00	388.65	06/99	64.78	6.48	45.34	110.12	
	Nitrogen gas regulator											
000004	03/01/98	1949.43	SLMM	P 05 00	0.00	1949.43	06/99	324.91	32.49	227.43	552.34	
	4712 RF wattmeter with single-element 7											
000005	03/01/98	196.54	SLMM	P 05 00	0.00	196.54	06/99	32.76	3.28	22.93	55.69	
	RF pickup element											
000006	03/01/98	4871.81	SLMM	P 05 00	0.00	4871.81	06/99	811.97	81.19	568.37	1380.34	
	175' of 1 5/8" air dielectric transmission li											
000007	03/01/98	9167.28	SLMM	P 05 00	0.00	9167.28	06/99	1527.88	152.78	1069.51	2597.39	
	FML-3E three-bay circularly-polarized F											
000008	03/01/98	490.46	SLMM	P 05 00	0.00	490.46	06/99	81.74	8.17	57.21	138.95	
	transmission line tower hangers (in lots)											
	Count=	6	-----									
	G/L Asset Acct No: 3016-100-											
		17064.17			0.00	17064.17		2844.04	284.39	1990.79	4834.83	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		17064.17			0.00	17064.17		2844.04	284.39	1990.79	4834.83	
000009	03/01/98	18753.31	SLMM	P 05 00	0.00	18753.31	06/99	3125.55	312.55	2187.88	5313.43	
	FM-2.5R3 a 2.5 kilowatt FM transmitter											
000010	03/01/98	2577.99	SLMM	P 05 00	0.00	2577.99	06/99	429.67	42.96	300.76	730.43	
	TC-8 remote control system											
000011	03/01/98	511.70	SLMM	P 05 00	0.00	511.70	06/99	85.28	8.52	59.69	144.97	
	IP-8 remote control interface panel											
000012	03/01/98	1326.18	SLMM	P 05 00	0.00	1326.18	06/99	221.03	22.10	154.72	375.75	
	8090 FM exciter											
000013	03/01/98	4391.97	SLMM	P 05 00	0.00	4391.97	06/99	732.00	73.20	512.39	1244.39	
	8100A Optimod-FM stereo generator/aud											
000014	03/01/98	1544.85	SLMM	P 05 00	0.00	1544.85	06/99	257.48	25.75	180.23	437.71	
	CP-803 composite limiter											
000015	03/01/98	1389.92	SLMM	P 05 00	0.00	1389.92	06/99	231.65	23.16	162.15	393.80	
	763 FM modulation monitor with presele											
000016	03/01/98	1472.25	SLMM	P 05 00	0.00	1472.25	06/99	245.38	24.54	171.76	417.14	
	1Texar Audio Prism audio processor											
	Count=	8	-----									
	G/L Asset Acct No: 3019-100-											
		31968.17			0.00	31968.17		5328.04	532.78	3729.58	9057.62	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		31968.17			0.00	31968.17		5328.04	532.78	3729.58	9057.62	

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WTNX DEPRECIATION EXPENSE REPORT

as of 07/31/1999

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
000017	07/15/98	9054.75	SLMM	P 05 00	0.00	9054.75	06/99	905.48	150.91	1056.38	1961.86	
	Harris Corp. - Exciter											
000018	03/01/98	1101.31	SLMM	P 05 00	0.00	1101.31	06/99	183.55	18.35	128.48	312.03	
	Custom wood & formica studio furniture											
000019	03/01/98	283.30	SLMM	P 05 00	0.00	283.30	06/99	47.22	4.72	33.05	80.27	
	O.C. White microphone boom arm with 1											
000020	03/01/98	498.42	SLMM	P 05 00	0.00	498.42	06/99	83.07	8.30	58.14	141.21	
	SM-7 microphone											
000021	03/01/98	577.22	SLMM	P 05 00	0.00	577.22	06/99	96.20	9.62	67.34	163.54	
	RE-20 microphone											
000022	03/01/98	6468.00	SLMM	P 05 00	0.00	6468.00	06/99	1078.00	107.80	754.60	1832.60	
	Signature S-20 ten- channel stereo audio											
000023	03/01/98	568.36	SLMM	P 05 00	0.00	568.36	06/99	94.73	9.47	66.30	161.03	
	Omega stereo cartridge tape machine											
000024	03/01/98	621.48	SLMM	P 05 00	0.00	621.48	06/99	103.58	10.35	72.50	176.08	
	PMD-321 compact disc player											
000025	03/01/98	416.09	SLMM	P 05 00	0.00	416.09	06/99	69.35	6.93	48.54	117.89	
	Control 4 monitor speaker											
000026	03/01/98	8803.42	SLMM	P 05 00	0.00	8803.42	06/99	1467.24	146.72	1027.06	2494.30	
	CDK-3600 360 compact disc jukebox											
000027	03/01/98	513.47	SLMM	P 05 00	0.00	513.47	06/99	85.58	8.56	59.90	145.48	
	7' metal equipment rack											
000028	03/01/98	256.74	SLMM	P 05 00	0.00	256.74	06/99	42.79	4.28	29.95	72.74	
	stereo audio switcher											
000029	03/01/98	146.96	SLMM	P 05 00	0.00	146.96	06/99	24.49	2.45	17.14	41.63	
	control panel											
000030	03/01/98	2933.88	SLMM	P 05 00	0.00	2933.88	06/99	488.98	48.89	342.28	831.26	
	DL-DNA-2 audio controller											
000031	03/01/98	732.14	SLMM	P 05 00	0.00	732.14	06/99	122.02	12.20	85.41	207.43	
	DL-JUKE software											
000032	03/01/98	362.97	SLMM	P 05 00	0.00	362.97	06/99	60.50	6.05	42.34	102.84	
	DL-NET network card											
000033	03/01/98	1283.69	SLMM	P 05 00	0.00	1283.69	06/99	213.95	21.39	149.76	363.71	
	PR-99 1/4" two-track reel-to-reel tape recorder											
000034	03/01/98	367.40	SLMM	P 05 00	0.00	367.40	06/99	61.23	6.12	42.86	104.09	
	ARS-1000 1/4" two-track reel-to-reel tape											
000035	03/01/98	513.47	SLMM	P 05 00	0.00	513.47	06/99	85.58	8.56	59.90	145.48	
	7' metal equipment rack											
000036	03/01/98	558.62	SLMM	P 05 00	0.00	558.62	06/99	93.10	9.31	65.17	158.27	
	24 x 2 audio patch panel											
000037	03/01/98	1581.15	SLMM	P 05 00	0.00	1581.15	06/99	263.53	26.35	184.46	447.99	
	BD-941 digital delay system											
000038	09/06/98	0.00	SLMM	P 05 00	0.00	0.00	06/99	0.00	0.00	0.00	0.00	
Count= 22 -----												
G/L Asset Acct No: 3022-100-												
		37642.84			0.00	37642.84		5670.17	627.33	4391.56	10061.73	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		37642.84			0.00	37642.84		5670.17	627.33	4391.56	10061.73	
000039	03/01/98	3596.09	SLMM	P 05 00	0.00	3596.09	06/99	599.35	59.93	419.54	1018.89	

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DEPRECIATION EXPENSE REPORT
as of 07/31/1999

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
R-10 aural STL receiver												
000040	03/01/98	926.02	SLMM	P 05 00	0.00	926.02	06/99	154.34	15.43	108.03	262.37	
4' grid dish antenna												
000041	03/01/98	362.97	SLMM	P 05 00	0.00	362.97	06/99	60.50	6.05	42.34	102.84	
175' of 1/2" foam dielectric transmission l												
000042	03/01/98	1285.46	SLMM	P 05 00	0.00	1285.46	06/99	214.24	21.42	149.96	364.20	
4' grid dish antenna												
000043	03/01/98	237.26	SLMM	P 05 00	0.00	237.26	06/99	39.54	3.95	27.67	67.21	
50' of 1/2" foam dielectric transmission l												
000044	03/01/98	3596.09	SLMM	P 05 00	0.00	3596.09	06/99	599.35	59.93	419.54	1018.89	
STL-10 aural STL transmitter												
Count= 6 -----												
G/L Asset Acct No: 3028-100-												
		10003.89			0.00	10003.89		1667.32	166.71	1167.08	2834.40	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		10003.89			0.00	10003.89		1667.32	166.71	1167.08	2834.40	
000045 03/01/98 1328.84 SLMM P 05 00 0.00 1328.84 06/99 221.47 22.15 155.03 376.50												
CR-10 remote pickup receiver												
Count= 1 -----												
G/L Asset Acct No: 3034-100-												
		1328.84			0.00	1328.84		221.47	22.15	155.03	376.50	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		1328.84			0.00	1328.84		221.47	22.15	155.03	376.50	
000046 03/01/98 4596.48 SLMM P 05 00 0.00 4596.48 06/99 766.08 76.60 536.25 1302.33												
1988 Plymouth Voyager SE van												
Count= 1 -----												
G/L Asset Acct No: 3037-100-												
		4596.48			0.00	4596.48		766.08	76.60	536.25	1302.33	
Less disposals		0.00			0.00	0.00		0.00			0.00	

Net		4596.48			0.00	4596.48		766.08	76.60	536.25	1302.33	
000047 03/01/98 27.44 SLMM P 07 00 0.00 27.44 06/99 3.27 0.32 2.28 5.55												
Bench												
000048	03/01/98	22.13	SLMM	P 07 00	0.00	22.13	06/99	2.64	0.26	1.84	4.48	
Table												
000049	03/01/98	27.44	SLMM	P 07 00	0.00	27.44	06/99	3.27	0.32	2.28	5.55	
Vinyl-upholstered metal chair												
000050	03/01/98	22.13	SLMM	P 07 00	0.00	22.13	06/99	2.64	0.26	1.84	4.48	
Electric fan												
000051	03/01/98	27.44	SLMM	P 07 00	0.00	27.44	06/99	3.27	0.32	2.28	5.55	
Wall Clock												
000052	03/01/98	166.44	SLMM	P 07 00	0.00	166.44	06/99	19.82	1.98	13.87	33.69	
Drawing Table												
000053	03/01/98	1458.97	SLMM	P 07 00	0.00	1458.97	06/99	173.69	17.37	121.58	295.27	
Four-drawer metal lateral file cabinet												
000054	03/01/98	419.63	SLMM	P 07 00	0.00	419.63	06/99	49.96	5.00	34.97	84.93	
Two-drawer metal lateral file cabinet												
000055	03/01/98	277.10	SLMM	P 07 00	0.00	277.10	06/99	32.99	3.30	23.09	56.08	

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WTNX DEPRECIATION EXPENSE REPORT

as of 07/31/1999

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
000080	03/01/98	61.97	SLMM	P 03 00	0.00	61.97	06/99	17.21	1.72	12.05	29.26	
	Integrated Circuits											
000081	03/01/98	123.94	SLMM	P 03 00	0.00	123.94	06/99	34.43	3.44	24.09	58.52	
	small hardware											
000082	03/01/98	30.99	SLMM	P 03 00	0.00	30.99	06/99	8.61	0.86	6.02	14.63	
	Panel lamps											
000083	03/01/98	61.97	SLMM	P 03 00	0.00	61.97	06/99	17.21	1.72	12.05	29.26	
	Fuses											
000084	03/01/98	148.73	SLMM	P 03 00	0.00	148.73	06/99	41.31	4.13	28.92	70.23	
	Relays											
000085	03/01/98	247.00	SLMM	P 03 00	0.00	247.00	06/99	68.61	6.86	48.02	116.63	
	Panel meters											
000086	03/01/98	308.97	SLMM	P 03 00	0.00	308.97	06/99	85.83	8.58	60.07	145.90	
	Transmitter parts											
000087	03/01/98	123.94	SLMM	P 03 00	0.00	123.94	06/99	34.43	3.44	24.09	58.52	
	Instruction Manual											
000088	03/01/98	168.21	SLMM	P 03 00	0.00	168.21	06/99	46.73	4.67	32.70	79.43	
	5CX1500B transmitter final tube											
000089	03/01/98	99.15	SLMM	P 03 00	0.00	99.15	06/99	27.54	2.75	19.27	46.81	
	4CX150A transmitter final tube											
000090	03/01/98	602.00	SLMM	P 01 00	0.00	602.00	04/99	501.67	0.00	100.33	602.00	
	FMIC a 1 kilowatt FM transmitter											
000091	03/01/98	132.80	SLMM	P 01 00	0.00	132.80	04/99	110.67	0.00	22.13	132.80	
	6' metal equipment rack											
	Count=	15	-----									
	G/L Asset Acct No: 3061-100-											
		2665.64			0.00	2665.64		1148.69	53.61	497.83	1646.52	
	Less disposals	0.00			0.00	0.00		0.00			0.00	
		-----	-----									
Net		2665.64			0.00	2665.64		1148.69	53.61	497.83	1646.52	
000072	04/01/98	187.98	SLMM	P 03 00	0.00	187.98	06/99	47.00	5.22	36.55	83.55	
	Insight - software											
000073	09/01/98	1160.48	SLMM	P 05 00	0.00	1160.48	06/99	77.37	19.34	135.39	212.76	
	Office Max - computer											
000074	04/01/98	836.00	SLMM	P 03 00	0.00	836.00	06/99	209.00	23.22	162.55	371.55	
	Yurchyk & Davis - MAS 90											
	Count=	3	-----									
	G/L Asset Acct No: 3063-100-											
		2184.46			0.00	2184.46		333.37	47.78	334.49	667.86	
	Less disposals	0.00			0.00	0.00		0.00			0.00	
		-----	-----									
Net		2184.46			0.00	2184.46		333.37	47.78	334.49	667.86	
000075	03/01/98	23474.61	SLMM	P 15 00	0.00	23474.61	06/99	1304.15	130.41	912.89	2217.04	
	150' self-supporting triangular shaped ta											
000076	03/01/98	632.99	SLMM	P 15 00	0.00	632.99	06/99	35.17	3.51	24.61	59.78	
	25G a 50' bracketed tower with associate											
	Count=	2	-----									
	G/L Asset Acct No: 3066-100-											
		24107.60			0.00	24107.60		1339.32	133.92	937.50	2276.82	
	Less disposals	0.00			0.00	0.00		0.00			0.00	

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WTNX DEPRECIATION EXPENSE REPORT

as of 07/31/1999

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Thru	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Net		24107.60			0.00	24107.60		1339.32	133.92	937.50	2276.82	
Count= 91 -----												
Grand Total		137945.09			0.00	137945.09		20107.86	2024.14	14292.52	34400.38	
Less disposals		0.00			0.00	0.00		0.00			0.00	
Net		137945.09			0.00	137945.09		20107.86	2024.14	14292.52	34400.38	

----- Calculation Assumptions -----

Book	Short Years	Midquarter Convention	Adjustment Convention
Internal	[Y]	[N]	None

----- Asset Grouping/Sorting -----

Group: G/L Distribution

Include Assets that meet the following conditions:

G/L Asset Acct No is 3000-100-
G/L Asset Acct No is 3005-100-
G/L Asset Acct No is 3007-100-
G/L Asset Acct No is 3010-100-
G/L Asset Acct No is 3013-100-
G/L Asset Acct No is 3016-100-
G/L Asset Acct No is 3019-100-
G/L Asset Acct No is 3022-100-
G/L Asset Acct No is 3025-100-
G/L Asset Acct No is 3028-100-
G/L Asset Acct No is 3031-100-
G/L Asset Acct No is 3034-100-
G/L Asset Acct No is 3037-100-
G/L Asset Acct No is 3040-100-
G/L Asset Acct No is 3043-100-
G/L Asset Acct No is 3047-100-
G/L Asset Acct No is 3050-100-
G/L Asset Acct No is 3053-100-
G/L Asset Acct No is 3056-100-
G/L Asset Acct No is 3061-100-
G/L Asset Acct No is 3063-100-
G/L Asset Acct No is 3066-100-
G/L Asset Acct No is 3099-100-
G/L Asset Acct No is 3500-100-
G/L Asset Acct No is 3515-100-

Sort Assets by:

G/L Asset Acct No in ascending order and report subtotals

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SCHEDULE 2.1.3

Assigned Licenses

WPAO, Farrell, Pennsylvania – 1470 kHz, ID # 47569

1. Main License - BZ-970909KA
Renewal License – BR-980331X3, expires August 1, 2006
2. Auxiliary Stations – WLO968
WLP234
WHG281

WTNX(FM), Sharpsville, Pennsylvania – 95.9 MHz, ID # 74468

1. Main License – BLH-850912KA
Renewal License – BRH-980331X5, expires August 1, 2006
2. Auxiliary Station – WHG278

SCHEDULE 2.1.4

Assigned Contracts

1. Mailing Machine Lease by and between Zapis Communications and Pitney Bowes Credit Corporation dated July 30, 1996 for: (a) Model No. E500, Serial No. 0063970, (b) Meter Model B9L1, Serial No. 8309168, (c) Model B900, Serial No. 8309168.* #
2. Market Radio License by and between American Society of Composers, Authors and Publishers and Youngstown Radio License LLC dated March 2, 1999.* #
3. AP Membership Agreement by and between The Associated Press and Youngstown Radio License, L.L.C. dated June 5, 1998.* #
4. Single Station Radio Blanket License Agreement by and between Broadcast Music, Inc. and Youngstown Radio License LLC (WICT/WPAO) dated August 19, 1998, as amended.* #
5. Equipment Agreement by and between Century Communications and Zapis Communications dated January 14, 1987.* #
6. CBSI Program License and Service Agreement by and between Custom Business Systems, Inc. and Zapis Communications dated August 8, 1994.* #
7. DCI US Radio Services Agreement by and between Digital Courier International Corp. and Zapis Communications Corp. dated October 10, 1997.* #
8. Internet Service Agreement by and between Infinity Online, Inc. and Youngstown Radio dated April 28, 1999.* #
9. 1999 NRSC Measurement Work Order (WPAO-AM) by and between L&P Electronics, Inc. and WPAO-AM dated February 25, 1999.*
10. License Agreement by and between WICT/WWSY/WPAO and Network Music dated July 1, 1997.* #
11. SESAC, Inc. Radio Broadcasting Performance License by and between SESAC, Inc. and Youngstown Radio License LLC (WPAO) dated June 8, 1998.*
12. Accutrack License Agreement by and between WBBG/WRTK-AM/WICT/WWSY/WPAO and Strategic Media Research, Inc. dated July 5, 1999.* #

13. Those programming contracts described on Schedule 2.1.5.2 and the lease described on Schedule 2.1.1 are incorporated herein by reference, as if those items were fully disclosed herein.*
14. Vector Security Agreement by and between Vector Security and Youngstown Radio LLC dated July 30, 1999.* #
15. Hicks OP Office Plus Canon Copier Lease and Maintenance Agreement by and between Hicks OP Office Plus and Youngstown Radio dated May 27, 1999. #
16. Salem Radio Network (WPAO)(Morningstar) -- ½ cash and ½ barter.
17. Non-Competition and Non-Solicitation Agreement dated February 23, 1998, by and between Zapis Communications Corporation, Leon X. Zapis and YRL (not transferable until the earlier of a filing of an application with the FCC for its consent to the transfer of control of the relevant stations or the assignment of the broadcast licenses for the relevant Stations from YRL). #
18. Contract by and between Advantage Productions, Inc. and WTNX. Youngstown Radio dated July 1, 1999.*
19. The Arbitron Company Supplementary Services License Agreement by and between WRTK-AM/WBBG-FM/WICT-FM/WWSY-FM dated June 25, 1998.* #
20. Single Station Radio Blanket License Agreement by and between Broadcast Music, Inc. and Youngstown Radio License LLC (WTNX) dated August 19, 1998, as amended.*
21. Agreement by and between Firstcom Music and WICT/WWSY dated March 1, 1998.* #
22. SESAC, Inc. Radio Broadcasting Performance License by and between SESAC, Inc. and Youngstown Radio License LLC (WWSY) dated June 8, 1998.*
23. Radio Programming Lease Agreement by and between Broadcast Programming and Youngstown Radio LLC dated June 18, 1998.*
24. CPA Consulting Agreement by and between Hungerford, Aldrin, Nichols & Carter, P.C. and WBBG/WRTK/WICT/WSPV dated March 10, 1998.* #
25. Maintenance Agreement by and between ServiceMaster and WICT dated August 1, 1999. #
26. Infinity License Agreement dated September 20, 1991 between Infinity Broadcasting Corporation and Western Pennsylvania Radio, Inc.* #

Contracts Which Are Not Assignable Without Third Party Consent Are Noted Herein With an Asterisk(*).

Contracts Which Pertain to the Operations of both WPAO and WTNX and Radio Stations WBBG, WRTK and WICT are denoted with the Pound Symbol (#).

SCHEDULE 2.1.5.1

Assigned Trademarks

1. All right, title and interest of the Sellers in the call letters "WPAO" and "WTNX".

SCHEDULE 2.1.5.2

Assigned Programs and Programming Materials

WPAO

1. Commercial Station Affiliation Agreement by and between Zapis Communications and Morningstar Radio Network dated November 8, 1996.*
2. Affiliation Agreement by and between Salem Radio Network Incorporated and Zapis Communications dated January 15, 1997.*

WTNX

None.

Contracts Which Are Not Assignable Without Third Party Consent Are Noted Herein With an Asterisk(*).

SCHEDULE 2.2.4

Excluded Contracts

1. Employment Contract by and between Buzz Altemus and Youngstown Radio, L.L.C. dated March 20, 1998. #
2. Employment Contract by and between Jeremiah Blaylock and Youngstown Radio, L.L.C. dated June 1, 1999. #
3. Employment Contract by and between Linda Cameron and Youngstown Radio, L.L.C. dated March 6, 1998. #
4. Employment Contract by and between John Capanaris and Youngstown Radio, L.L.C. dated March 20, 1998. #
5. Employment Contract by and between Carmen Carcelli and Youngstown Radio, L.L.C. dated March 6, 1998. #
6. Employment Contract by and between Steve Crisafi and Youngstown Radio, L.L.C. dated March 20, 1998. #
7. Employment Contract by and between Jaimie Filo and Youngstown Radio, L.L.C. dated January 27, 1999. #
8. Employment Contract by and between Christie Ingram and Youngstown Radio, L.L.C. dated July 31, 1998. #
9. Employment Contract by and between Beth Redick and Youngstown Radio, L.L.C. dated October 23, 1998. #
10. Employment Contract by and between David Rice and Youngstown Radio, L.L.C. dated August 27, 1998. #
11. Employment Contract by and between Bruce Tully and Youngstown Radio, L.L.C. dated March 20, 1998. #
12. Employment Contract by and between Carl Vath and Youngstown Radio, L.L.C. dated October 23, 1998. #

13. Supervisory management services involving Ric Gorman and other management personnel located in Charlotte, NC provided by GOCOM Communications, L.L.C. and each of its direct and indirect subsidiaries other than Sellers. #
14. Performance Escrow Agreement dated as of March 1999, by and among Stop 26 Riverbend, Inc., YRL, YRLL and Haley Bader and Potts P.L.C. and Cohn and Marks. #
15. Letter Agreement dated March 26, 1999, by and among Stop 26 Riverbend, Inc., YRL and YRLL. #
16. Limited Liability Company Agreement of YRL. #
17. Limited Liability Company Agreement of YRLL. #
18. Credit Agreement dated as of August 22, 1997, as amended (the "Credit Agreement"), among GOCOM Communications Holding, L.L.C., GOCOM Communications Operating, L.L.C., the lenders from time to time party thereto, and Bankers Trust Company, as agent, and the promissory notes, guaranties, security agreement, pledge agreement and other ancillary agreements executed and delivered in connection therewith.¹* #
19. Fee Sharing Agreement (the "Fee Sharing Agreement") by and among GOCOM Communications, L.L.C. and the other entities party thereto.* #
20. First Amendment to and Reinstatement of Asset Purchase Agreement dated February 23, 1998, by and between YRL and Zapis Communications Corporation. #

Contracts Which Pertain to the Operations of both WPAO and WTNX and Radio Stations WBBG, WRTK and WICT are denoted with the Pound Symbol (#).

¹ Each of GOCOM Communications Holding, L.L.C. and each of its direct and indirect subsidiaries is jointly and severally liable for the indebtedness of GOCOM Communications Operating, L.L.C. under the Credit Agreement and the assets of each such entity have been pledged as security for such indebtedness.

SCHEDULE 2.5.2

Amounts owing in respect of periods prior to the Closing will be prorated to Sellers. Buyer shall be responsible for periods subsequent to Closing to the extent any incentive compensation programs are continued by Buyer after the Closing.

SCHEDULE 3.1.4

Non-Contravention

Incorporated by reference are those contracts, leases and arrangements denoted in these schedules with an asterisk, including (without limitation) the Credit Agreement and the Fee Sharing Agreement.

SCHEDULE 3.1.11

Litigation

1. Jacor Broadcasting Corporation, et al, v. GOCOM Communications, LLC, U.S. District Court of the Northern District of Ohio Eastern Division, Case No. 4:98 CV 1607, which suit is to be dismissed with prejudice by the parties to the option and asset purchase agreements.
2. Peter Cavanaugh v. Gocom Communications, L.L.C., Case No.: 4:99 CV 1551, filed in the United States District Court for the Northern District of Ohio (See attached copy of the complaint).

United States District Court

NORTHERN

DISTRICT OF OHIO

PETER L. CAVANAUGH

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

GOCOM COMMUNICATIONS, L. L. C., et. al.

4:99CV1551
JUDGE ECONOMUS

TO: (Name and address of defendant)

YOUNGSTOWN RADIO, L.L.C.
7621 Little Avenue, Suite 506
Charlotte, North Carolina 28226

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

JAMES M. DROZDOWSKI
HAHN LOESER & PARKS LLP
3300 BP TOWER
200 PUBLIC SQUARE
CLEVELAND, OHIO 44114-2301

answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

APR 29 1999

GERI M. SMITH, CLERK

ERK



Y) DEPUTY CLERK

DATE

UNITED STATES DISTRICT COURT
Northern District of Ohio

Plaintiff

v.

Defendant

CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE
AND ORDER OF REFERENCE

Case Number: **4:99CV1551**
JUDGE ECONOMUS

CONSENT TO EXERCISE OF JURISDICTION BY A UNITED STATES MAGISTRATE JUDGE

In accordance with the provisions of 28 U.S.C. 636(c) and Fed. R. Civ. P. 73, the parties in this case hereby voluntarily consent to have a United States magistrate judge conduct any and all further proceedings in the case, including the trial, and order the entry of a final judgment.

<u>Signatures</u>	<u>Party Represented</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ORDER OF REFERENCE

IT IS HEREBY ORDERED that this case be referred to MAG. JUDGE VECCHIARELLI
United States Magistrate Judge, for all further proceedings and the entry of judgment in accordance with
28 U.S. C. 636(c), Fed.R.Civ.P. 73 and the foregoing consent of the parties.

Date

United States District Judge

NOTE: RETURN THIS FORM TO THE CLERK OF THE COURT ONLY IF ALL PARTIES
HAVE CONSENTED ON THIS FORM TO THE EXERCISE OF JURISDICTION BY
A UNITED STATES MAGISTRATE JUDGE.

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Mr. Peter Cavanaugh
675 Moyer Avenue
Youngstown, Ohio 44512

From: Equal Employment Opportunity Commission
Cleveland District Office
Skylight Office Tower, Suite 850
1660 West Second Street
Cleveland, OH 44113

[] On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR § 1601.7(a))

Charge No.
220991145 Amended

EEOC Representative
Legal Unit Duty Officer

Telephone No.
(216) 522-7445

(See also the additional information attached to this form.)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964 and/or the Americans with Disabilities Act (ADA): This is your Notice of Right to Sue, issued under Title VII and/or the ADA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII or the ADA must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice. Otherwise, your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

- [] More than 180 days have passed since the filing of this charge.
- [X] Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of the charge.
- [X] The EEOC is terminating its processing of this charge.
- [] The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- [] The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
- [] The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of your charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

If you file suit based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission


C. Larry Watson, Acting District Director

MUN 25 1999
(Date Mailed)

Enclosure(s)

cc: Gocomm Communications, I.J.C.

U.S. Postal Cert No.: Z166396142

United States District Court

NORTHERN

DISTRICT OF OHIO

PETER L. CAVANAUGH

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

4:99CV1551

GOCOM COMMUNICATIONS, L. L. C., et. al.

JUDGE ECONOMUS

TO: (Name and address of defendant)

YOUNGSTOWN RADIO, L.L.C.
7621 Little Avenue, Suite 506
Charlotte, North Carolina 28226

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

JAMES M. DROZDOWSKI
HAHN LOESER & PARKS LLP
3300 BP TOWER
200 PUBLIC SQUARE
CLEVELAND, OHIO 44114-2301

answer to the complaint which is herewith served upon you, within 20 days after
rice of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken
inst you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a
sonable period of time after service.

GERI M. SMITH, CLERK

ERK



DEPUTY CLERK

DATE

NOV 29 1999

UNITED STATES DISTRICT COURT
Northern District of Ohio

Plaintiff

v.

Defendant

CONSENT TO EXERCISE OF JURISDICTION
BY A UNITED STATES MAGISTRATE JUDGE
AND ORDER OF REFERENCE

Case Number **4:99CV1551**
JUDGE ECONOMUS

CONSENT TO EXERCISE OF JURISDICTION BY A UNITED STATES MAGISTRATE JUDGE

In accordance with the provisions of 28 U.S.C. 636(c) and Fed. R. Civ. P. 73, the parties in this case hereby voluntarily consent to have a United States magistrate judge conduct any and all further proceedings in the case, including the trial, and order the entry of a final judgment.

<u>Signatures</u>	<u>Party Represented</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ORDER OF REFERENCE

IT IS HEREBY ORDERED that this case be referred to MAG. JUDGE VECCHIARELLI
United States Magistrate Judge, for all further proceedings and the entry of judgment in accordance with
28 U.S. C. 636(c), Fed.R.Civ.P. 73 and the foregoing consent of the parties.

Date

United States District Judge

NOTE: RETURN THIS FORM TO THE CLERK OF THE COURT ONLY IF ALL PARTIES
HAVE CONSENTED ON THIS FORM TO THE EXERCISE OF JURISDICTION BY
A UNITED STATES MAGISTRATE JUDGE.

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO
CIVIL CASE INFORMATION STATEMENT (CIS)**

DCM 409

CAPTION		CASE NO. 4:99 CV 1551	
Consent to the Jurisdiction of a Magistrate Judge YES <input type="checkbox"/> NO <input type="checkbox"/>		JUDGE JUDGE ECONOMUS	
If YES, have You Filled Out the Appropriate Form? YES <input type="checkbox"/> NO <input type="checkbox"/>		MAGISTRATE JUDGE: MAG. JUDGE VECCHIARELLI	
TRACK ASSIGNMENT REQUESTED Administrative <input type="checkbox"/> Expedited <input type="checkbox"/> Standard <input type="checkbox"/> Complex <input type="checkbox"/> Mass Torts <input type="checkbox"/>			
ALTERNATIVE DISPUTE RESOLUTION - IS THIS CASE SUITABLE FOR DISPOSITION BY ADR? IF SO, BY WHICH ADR PROCESS(ES): Early Neutral Evaluation <input type="checkbox"/> Mediation <input type="checkbox"/> Arbitration <input type="checkbox"/> Summary Jury Trial <input type="checkbox"/> Summary Bench Trial <input type="checkbox"/> Other <input type="checkbox"/> <small>See LR 16.5(a) See LR 16.6(a) See LR 16.7(a) See LR 16.8(a) See LR 16.9(a) See LR 16.10</small>			
Is this case suitable for electronic filing? (See guidelines on reverse side.) ____ Yes ____ No, if no, why not _____			
Briefly describe the case; include any special characteristics that may warrant extended discovery or accelerated disposition. If complex or expedited track assignment is requested, explain why. (Use Separate Sheet if Additional Space is Required);			
RELATED CASE? YES <input type="checkbox"/> NO <input type="checkbox"/> CASE NO. _____ JUDGE _____			
ATTORNEY NAME AND BAR I.D. NUMBER		TELEPHONE NUMBER () - - -	
FIRM NAME AND ADDRESS		PARTY NAME - DOCUMENT TYPE	

The information provided on the CIS statement will be used for administrative purposes only LR 3.13(b)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

99 JUN 29 PM 2:06

NORTHERN DISTRICT OF OHIO
CLEVELAND

PETER L. CAVANAUGH
675 Moyer Avenue
Youngstown, Ohio 44512

Plaintiff,

vs.

GOCOM COMMUNICATIONS, L.L.C.
7621 Little Avenue, Suite 506
Charlotte, North Carolina 28226

and

GOCOM COMMUNICATIONS HOLDING,
L.L.C.
7621 Little Avenue, Suite 506
Charlotte, North Carolina 28226

and

GOCOM COMMUNICATIONS OPERATING,
L.L.C.
7621 Little Avenue, Suite 506
Charlotte, North Carolina 28226

and

YOUNGSTOWN RADIO, L.L.C.
7621 Little Avenue, Suite 506
Charlotte, North Carolina 28226

and

YOUNGSTOWN RADIO LICENSE, L.L.C.
7621 Little Avenue, Suite 506
Charlotte, North Carolina 28226

and

4:99CV1551

JUDGE
JUDGE ECONOMUS

MAG. JUDGE VECCHIARELLI

COMPLAINT FOR MONEY
DAMAGES

(Jury Demand Endorsed Hereon)

YOUNGSTOWN TELEVISION, L.L.C.)
7621 Little Avenue, Suite 506)
Charlotte, North Carolina 28226)
)
and)
)
RICHARD L. GORMAN)
11108 Pine Valley Club Drive)
Charlotte, North Carolina 28277)
)
Defendants.)

Plaintiff Peter L. Cavanaugh ("Cavanaugh"), for his Complaint against Defendants GOCOM Communications, L.L.C. ("GOCOM Communications"), GOCOM Communications Holding, L.L.C. ("GOCOM Holding"), GOCOM Communications Operating, L.L.C. ("GOCOM Operating"), Youngstown Radio, L.L.C. ("Youngstown Radio"), Youngstown Radio License, L.L.C. ("Youngstown Radio License"), Youngstown Television, L.L.C. ("Youngstown Television") and Richard L. Gorman ("Gorman"), states and alleges as follows:

THE PARTIES

1. Plaintiff Cavanaugh is a fifty-seven year old individual residing in Mahoning County, Ohio.
2. Defendant GOCOM Communications is a for-profit corporation organized and existing under the laws of the State of Delaware. GOCOM Communications conducted activity in Mahoning County, Ohio which gives rise to the claims asserted by Plaintiff Cavanaugh herein.
3. Defendant GOCOM Holding, a wholly-owned subsidiary of GOCOM Communications, is a for-profit corporation organized and existing under the laws of the State of Delaware. GOCOM Holding conducted activity in Mahoning County, Ohio which gives rise to the claims asserted by Plaintiff Cavanaugh herein.

4. Defendant GOCOM Operating, a wholly-owned subsidiary of GOCOM Holding, is a for-profit corporation organized and existing under the laws of the State of Delaware. GOCOM Operating conducted activity in Mahoning County, Ohio which gives rise to the claims asserted by Plaintiff Cavanaugh herein.

5. Defendant Youngstown Radio, a wholly-owned subsidiary of GOCOM Operating, is a for-profit corporation organized and existing under the laws of the State of Delaware. Youngstown Radio conducted activity in Mahoning County, Ohio which gives rise to the claims asserted by Plaintiff Cavanaugh herein.

6. Defendant Youngstown Radio License, a wholly-owned subsidiary of GOCOM Operating, is a for-profit corporation organized and existing under the laws of the State of Delaware. Youngstown Radio License conducted activity in Mahoning County, Ohio which gives rise to the claims asserted by Plaintiff Cavanaugh herein.

7. Defendant Youngstown Television, a wholly-owned subsidiary of GOCOM Operating, is a for-profit corporation organized and existing under the laws of the State of Delaware. Youngstown Television is licensed to do business and does business in the State of Ohio. Youngstown Television conducted activity in Mahoning County, Ohio which gives rise to the claims asserted by Plaintiff Cavanaugh herein.

8. Defendant Gorman, an individual who resides in North Carolina, is an officer of Defendants GOCOM Communications, GOCOM Holding, GOCOM Operating, Youngstown Radio, Youngstown Radio License and Youngstown Television. Defendant Gorman conducted activity in Mahoning County, Ohio which gives rise to the claims asserted by Plaintiff Cavanaugh herein.

JURISDICTION

9. Jurisdiction is conferred upon this Court by the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.* ("ERISA"), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.* ("ADA") and 28 U.S.C. § 1331.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

10. GOCOM Communications was formed in or about September 1997, by three entities — Bain-GOCOM, L.L.C., GOCOM Broadcasting Corporation, and Cottonwood Communications, L.L.C. for the purpose of acquiring the assets of GOCOM Broadcasting, a television company owned by Defendant Gorman and his wife.

11. GOCOM Communications is in the business of owning and operating television — stations in North Carolina, Georgia, Missouri, California, and television and radio stations in Ohio.

12. In September 1997, GOCOM Communications entered into an agreement to purchase one television station (WKBN-TV CBS 27) and, in February 1998, five radio stations (WBBG-FM; WRTK-AM; WICT-FM; WWSY-FM; and WPAO-AM) in or near Youngstown. GOCOM Communications formed five corporate shell entities to own and/or operate the television station and the radio stations: GOCOM Holding, GOCOM Operating, Youngstown Television, Youngstown Radio and Youngstown Radio License.

13. At all times relevant hereto, GOCOM Communications, GOCOM Holding, GOCOM Operating, Youngstown Radio, Youngstown Radio License and Youngstown Television operated as a single common enterprise, all under the direct control of GOCOM Communications without regard to the corporate separateness of each entity. As a result, GOCOM Communications, GOCOM Holding, GOCOM Operating, Youngstown Radio, Youngstown Radio License and Youngstown Television will be collectively referred to hereinafter as "GOCOM."

14. In February 1998, GOCOM recruited Plaintiff Cavanaugh to become Vice-President and General Manager of the five Youngstown radio stations, which were scheduled to be acquired by GOCOM on February 24, 1998. GOCOM's recruitment of Cavanaugh was at the behest of Bain Capital ("Bain"), a Boston-based venture capital company which controls Bain-GOCOM, L.L.C., the controlling shareholder of GOCOM.

15. On or about February 18, 1998, GOCOM offered to Cavanaugh a written employment agreement. Due to the poor quality of the original facsimile transmittal, a retyped version of the original written employment agreement is attached hereto as Exhibit 1 (the "GOCOM Employment Agreement"). Pursuant to the GOCOM Employment Agreement, GOCOM offered Cavanaugh the position of Vice-President and General Manager of Youngstown Radio, the entity through which GOCOM operates the five Youngstown radio stations.

16. On February 20, 1998, Cavanaugh accepted the GOCOM Employment Agreement. A copy of the GOCOM Employment Agreement which bears Cavanaugh's signature is attached hereto as Exhibit 2. Cavanaugh commenced his employment with GOCOM in the position of Vice-President and General Manager of Youngstown Radio on or about February 24, 1998, contemporaneously with GOCOM's acquisition of the five Youngstown radio stations.

17. At all times relevant hereto, Cavanaugh performed all of his employment responsibilities and obligations in a professional and satisfactory manner.

FIRST CLAIM FOR RELIEF
(Americans with Disabilities Act)

18. Cavanaugh incorporates by reference the allegations of paragraphs 1 through 17 of the Complaint as if fully restated herein.

19. Upon information and belief, GOCOM has a self-funded health insurance plan (the "GOCOM Health Plan").

20. Upon information and belief, GOCOM and Gorman have a policy and practice of unlawfully discriminating against individuals in violation of the ADA and Ohio Revised Code § 4112.01, *et seq.* by making adverse employment decisions based upon the cost of medical benefits paid, or which may be paid, by the GOCOM Health Plan on behalf of employees suffering from medical disabilities.

21. In March 1998, Gorman, on behalf of GOCOM, directed Cavanaugh to obtain the resignation of an employee working at Youngstown Radio on the basis of the potential expense to GOCOM of the employee's health costs. Cavanaugh did not do so, but in September 1998 Cavanaugh was specifically ordered by Gorman to terminate the employee and the employee was terminated.

22. In May 1998, it was discovered that Cavanaugh suffered from heart disease which required Cavanaugh to undergo a quadruple bypass heart surgery. The surgery was successful and Cavanaugh resumed work from his home three weeks after the procedure. Three weeks thereafter, Cavanaugh returned to full-time work at the radio stations.

23. Even before Cavanaugh recovered and returned to work, GOCOM and Gorman began discriminating against Cavanaugh due to his perceived disability and the impact that the surgery and the risk of future medical problems presented for the GOCOM Health Plan.

24. While convalescing in June 1998, Cavanaugh was informed that he no longer had any authority to enter into any contracts on behalf of Youngstown Radio — all contracts and important decisions would have to be approved by Roland Adeszko ("Adeszko"), a GOCOM employee who served as the Vice-President and General Manager of Youngstown Television and, in August 1998,

was also designated a GOCOM Regional Vice-President. Adeszko held no office or position with Youngstown Radio, yet GOCOM apparently provided Adeszko with supervisory authority over Youngstown Radio's acting Vice-President and General Manager, Cavanaugh.

25. In June and July 1998, Gorman made several comments to Cavanaugh, in the presence of several witnesses, that Cavanaugh's surgery and health were very expensive to GOCOM and the GOCOM Health Plan.

26. During the period of July-October 1998, Gorman and Adeszko, on behalf of GOCOM, pressured and harassed Cavanaugh by demeaning him in meetings and repeatedly undermining his authority.

27. The constant pressure and harassment by Gorman and Adeszko, exacerbated by his mother's death in September 1998, caused Cavanaugh severe emotional distress which led Cavanaugh to be treated for depression in October 1998. Cavanaugh disclosed this additional disability and medical treatment to GOCOM in October 1998.

28. On or about December 11, 1998, Gorman came to Youngstown to meet with Cavanaugh. Without warning, Cavanaugh was immediately terminated. Gorman implied in the meeting that Cavanaugh's health problems and associated costs led to the termination.

29. At the time of his termination, Cavanaugh was "disabled" within the meaning of the ADA due to his medical treatment for depression, as well as GOCOM's and Gorman's perception of him as "disabled" due to his heart surgery and ongoing and potential future treatment for heart disease.

30. At all times relevant hereto, GOCOM had actual knowledge of Cavanaugh's actual and perceived disabilities.

31. Despite these disabilities, Cavanaugh remained fully-qualified to hold the position of Vice-President and General Manager of Youngstown Radio, with or without reasonable accommodation from GOCOM.

32. The termination of Cavanaugh on the basis of Cavanaugh's actual and/or perceived medical disabilities, and the associated costs and impact upon the GOCOM Health Plan, constitutes a violation of the ADA.

33. On June 8, 1999, Cavanaugh filed a charge of ADA discrimination with the Equal Employment Opportunity Commission ("EEOC"), a copy of which is attached hereto as Exhibit 3. On June 24, 1999, Cavanaugh filed an amended charge of discrimination with the EEOC, a copy of which is attached hereto as Exhibit 4.

34. On June 25, 1999, the EEOC issued a Right to Sue letter to Cavanaugh, a copy of which is attached hereto as Exhibit 5.

35. As a direct and proximate result of GOCOM's violation of the ADA, Cavanaugh has suffered compensatory damages from the loss of back pay and front pay, bonuses, stock option rights, an equity interest in GOCOM, vacation and other benefits, and severe mental anguish, in an amount which aggregates in excess of \$1,000,000.00.

36. Pursuant to the ADA, GOCOM is also liable for Cavanaugh's reasonable attorneys' fees.

SECOND CLAIM FOR RELIEF
(Ohio Rev. Code § 4112.02 and § 4112.99)

37. Cavanaugh incorporates by reference the allegations of paragraphs 1 through 36 of the Complaint as if fully restated herein.

38. Ohio Rev. Code § 4112.02 prohibits employment discrimination on the basis of handicap.

39. At the time of his termination, Cavanaugh was "disabled" within the meaning of Ohio Rev. Code § 4112.02 due to his medical treatment for depression, as well as GOCOM's perception of him as "disabled" due to his heart surgery and ongoing and potential future treatment for heart disease.

40. At all times relevant hereto, GOCOM and Gorman had actual knowledge of Cavanaugh's actual and perceived disabilities.

41. Despite these disabilities, Cavanaugh remained fully-qualified to hold the position of Vice-President and General Manager of Youngstown Radio, with or without reasonable accommodation from GOCOM.

42. The termination of Cavanaugh on the basis of Cavanaugh's actual and/or perceived medical disabilities, and the associated costs and impact upon the GOCOM Health Plan, constitutes a violation of Ohio Rev. Code §§ 4112.02 and 4112.99.

43. As a direct and proximate result of GOCOM's and Gorman's discrimination on the basis of handicap, GOCOM and Gorman are liable, under Ohio Rev. Code § 4112.99, for the compensatory damages suffered by Cavanaugh from the loss of back pay and front pay, bonuses, stock option rights, an equity interest in GOCOM, vacation and other benefits, and severe mental anguish, in an amount which aggregates in excess of \$1,000,000.00.

44. In addition, due to the actual malice displayed by GOCOM's and Gorman's conduct, and pursuant to Ohio Rev. Code § 4112.99, Cavanaugh is entitled to punitive damages against GOCOM and Gorman in the amount of \$5,000,000.00, together with Cavanaugh's reasonable attorneys' fees incurred in connection with this action.

THIRD CLAIM FOR RELIEF

(Violation of ERISA)

45. Cavanaugh incorporates by reference the allegations of paragraphs 1 through 44 of the Complaint as if fully restated herein.

46. At 29 U.S.C. § 1140, ERISA prohibits GOCOM from discriminating or retaliating against Cavanaugh for the exercise of Cavanaugh's rights, or to prevent Cavanaugh from enjoying benefits which may become due to Cavanaugh under the GOCOM Health Plan.

47. At all times relevant hereto, Cavanaugh was a member of the class of individuals protected by the provisions of ERISA, including 29 U.S.C. § 1140.

48. At all times relevant hereto, Cavanaugh was qualified for his position as Vice-President and General Manager of Youngstown Radio.

49. GOCOM's conduct, as set forth above, constitutes a violation of 29 U.S.C. § 1140, in that GOCOM wrongfully terminated Cavanaugh's employment in order to prevent him from exercising his rights under the GOCOM Health Plan.

50. As a direct and proximate result of GOCOM's violation of 29 U.S.C. § 1140, Cavanaugh has been damaged and is entitled to an award of back pay, reinstatement to his former position, restitution of his forfeited employee benefits, reasonable attorneys' fees, and any other relief necessary to make him whole.

FOURTH CLAIM FOR RELIEF

(Wrongful Discharge in Violation of Public Policy)

51. Cavanaugh incorporates by reference the allegations of paragraphs 1 through 50 of the Complaint as if fully restated herein.

52. GOCOM's and Gorman's decision to terminate Cavanaugh due to his actual and perceived medical disabilities, and to prevent him from exercising his rights under the GOCOM

Health Plan, also constitutes a wrongful discharge in violation of the public policy of the State of Ohio.

53. As a direct and proximate result of GOCOM's and Gorman's wrongful discharge of Cavanaugh in violation of public policy, GOCOM and Gorman are liable to Cavanaugh for compensatory damages in an amount which aggregates in excess of \$1,000,000.00, as well as punitive damages in an amount sufficient to punish GOCOM, to protect and preserve the public policy of the State of Ohio, and to deter similar malicious conduct in the future, which amount exceeds \$5,000,000.00.

FIFTH CLAIM FOR RELIEF
(Breach of Contract)

54. Cavanaugh incorporates by reference the allegations of paragraphs 1 through 53 of the Complaint as if fully restated herein.

55. Pursuant to Paragraph 1 of the GOCOM Employment Agreement, Cavanaugh was entitled to exercise the responsibilities of Vice-President and General Manager of Youngstown Radio, including day-to-day responsibility for operations and guidance of the five Youngstown radio stations.

56. GOCOM breached the GOCOM Employment Agreement by interfering with and failing to permit Cavanaugh to exercise his responsibilities as Vice-President and General Manager of Youngstown Radio.

57. Pursuant the GOCOM Employment Agreement, GOCOM was obligated to employ Cavanaugh for not less than one year at a salary of \$100,000.00.

58. GOCOM breached the GOCOM Employment Agreement by terminating Cavanaugh without notice or cause on December 11, 1998 and by failing to pay the remainder of his salary through February 23, 1999, at the earliest.

59. Pursuant to Paragraph 4 of the GOCOM Employment Agreement, GOCOM was obligated to pay Cavanaugh bonuses for at least one year in the aggregate annual amount of \$40,000.00.

60. GOCOM breached the GOCOM Employment Agreement by wrongfully terminating Cavanaugh's employment and by failing to pay bonuses contractually earned and due to Cavanaugh in an amount not less than \$40,000.00.

61. Pursuant to Paragraph 6 of the GOCOM Employment Agreement, GOCOM agreed to provide Cavanaugh the opportunity to invest up to \$50,000.00 equity in GOCOM on the same terms and conditions as other equity participants of GOCOM, including but not limited to Gorman (individually and through GOCOM Broadcasting), Bain (through Bain-GOCOM, L.L.C.), and other management officers of GOCOM.

62. GOCOM breached the GOCOM Employment Agreement by terminating Cavanaugh and by failing to provide Cavanaugh the opportunity to invest \$50,000.00 in GOCOM. Cavanaugh has suffered significant damages, in an amount in excess of \$150,000.00, as a result of the breach of Paragraph 6, because GOCOM recently announced an agreement whereby Grapevine Communications will purchase GOCOM for \$185,000,000.00.

63. Pursuant to Paragraph 7 of the GOCOM Employment Agreement, GOCOM was obligated to provide Cavanaugh certain stock options which, upon information and belief, would be fully exercisable by Cavanaugh as a result of Grapevine Communications' purchase of GOCOM.

64. GOCOM breached the GOCOM Employment Agreement by wrongfully terminating Cavanaugh and by failing to provide Cavanaugh the stock options provided for under Paragraph 7 of the GOCOM Employment Agreement. Upon information and belief, Cavanaugh has suffered damages in the amount of \$100,000.00 as a direct and proximate result of GOCOM's breach of Paragraph 7 of the GOCOM Employment Agreement.

65. In addition to Cavanaugh's damages from lost salary, bonuses, equity investment opportunity and stock options, Cavanaugh has suffered other damages from GOCOM's breach of the GOCOM Employment Agreement, including but not limited to GOCOM's failure to pay: (i) salary to Cavanaugh for working at home while convalescing from heart surgery; (ii) vacation benefits; and (iii) medical and other insurance benefits. Cavanaugh has also suffered severe damage to his business reputation.

SIXTH CLAIM FOR RELIEF
(Fraud)

66. Cavanaugh incorporates by reference the allegations of paragraphs 1 through 65 of the Complaint as if fully restated herein.

67. GOCOM and Gorman represented to Cavanaugh orally and in writing that by entering into the GOCOM Employment Agreement, Cavanaugh would have the opportunity to invest up to \$50,000.00 equity in GOCOM and would be provided with certain GOCOM stock options.

68. GOCOM and Gorman made the foregoing representations knowing that they were false or with reckless disregard for the truth thereof.

69. Despite several inquiries and requests by Cavanaugh, GOCOM refused and failed to permit Cavanaugh to participate in the stock option plan or the equity investment opportunity, as promised by GOCOM to induce Cavanaugh to enter into the GOCOM Employment Agreement.

70. GOCOM and Gorman intentionally and wrongfully terminated Cavanaugh's employment in violation of the ADA, Ohio Rev. Code § 4112.02, ERISA and the GOCOM Employment Agreement, with actual knowledge that Cavanaugh would thereby be deprived of the opportunity and benefit which they knew would be derived by the imminent sale of GOCOM to Grapevine Communications.

71. As a direct and proximate result of Cavanaugh's reasonable reliance on GOCOM's and Gorman's fraudulent representations, Cavanaugh has suffered actual damages of not less than \$250,000.00.

72. As a direct and proximate result of GOCOM's and Gorman's fraudulent representations, Cavanaugh is also entitled to his reasonable attorneys' fees and punitive damages in the amount of \$5,000,000.00.

SEVENTH CLAIM FOR RELIEF
(Intentional Infliction of Emotional Distress)

73. Cavanaugh incorporates by reference the allegations of paragraphs 1 through 72 of the Complaint as if fully restated herein.

74. GOCOM's and Gorman's actions, as set forth above, constitute extreme and outrageous conduct beyond all bounds of common decency.

75. GOCOM and Gorman intended, or reasonably should have known, that their actions would result in severe emotional distress to Cavanaugh.

76. As a direct and proximate result of these actions, Cavanaugh has suffered, and continues to suffer, severe emotional distress and mental anguish which no reasonable person could be expected to endure.

77. As a direct and proximate result of these actions, GOCOM and Gorman are liable to Cavanaugh for compensatory damages, as well as punitive damages in the amount of \$5,000,000.00.

DEMAND FOR JUDGMENT

WHEREFORE, Plaintiff Peter L. Cavanaugh respectfully requests that this Court enter judgment in his favor and against Defendants, GOCOM Communications, L.L.C., GOCOM Communications Holding, L.L.C., GOCOM Communications Operating, L.L.C., Youngstown Radio, L.L.C., Youngstown Radio License, L.L.C., Youngstown Television, L.L.C. and Richard L. Gorman, jointly and severally, and further requests that the Court order the following relief:

(A) On Plaintiff's First Claim for Relief, Plaintiff should be awarded all back pay and other benefits due to Plaintiff through the date of judgment and reasonable front pay thereafter, compensatory damages in an amount which aggregates in excess of \$1,000,000.00, plus Plaintiff's reasonable attorneys' fees incurred in connection with this action.

(B) On Plaintiff's Second Claim for Relief, Plaintiff should be awarded all back pay and other benefits due to Plaintiff through the date of judgment and reasonable front pay thereafter, compensatory damages in an amount which aggregates in excess of \$1,000,000.00, punitive damages in the amount of \$5,000,000.00, plus Plaintiff's reasonable attorneys' fees incurred in connection with this action.

(C) On Plaintiff's Third Claim for Relief, Plaintiff should be awarded all back pay due to Plaintiff through the date of judgment, reinstatement to his former position, restitution of his forfeited employee benefits, reasonable attorneys' fees, and any other relief necessary to make him whole.

(D) On Plaintiff's Fourth Claim for Relief, Plaintiff should be awarded compensatory damages in an amount which aggregates in excess of \$1,000,000.00, punitive damages in the amount of \$5,000,000.00, plus Plaintiff's reasonable attorneys' fees incurred in connection with this action.

(E) On Plaintiff's Fifth Claim for Relief, Plaintiff should be awarded compensatory damages in an amount which aggregates in excess of \$1,000,000.00, plus Plaintiff's reasonable attorneys' fees incurred in connection with this action.

(F) On Plaintiff's Sixth Claim for Relief, Plaintiff should be awarded compensatory damages of not less than \$250,000.00, punitive damages in the amount of \$5,000,000.00, plus Plaintiff's reasonable attorneys' fees incurred in connection with this action.

(G) On Plaintiff's Seventh Claim for Relief, Plaintiff should be awarded compensatory damages for the severe mental anguish he has suffered, punitive damages in the amount of \$5,000,000.00, plus Plaintiff's reasonable attorneys' fees incurred in connection with this action.

(H) Plaintiff should be awarded interest as allowed by law, the costs of this action, and any other and further relief, legal or equitable, which this Court deems just and reasonable.

OF COUNSEL:

HAHN LOESER & PARKS LLP



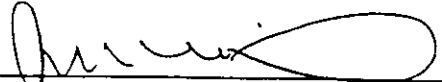
Robert J. Fogarty (0006818)
Steven A. Goldfarb (0030186)
James M. Drozdowski (0065215)

3300 BP Tower
200 Public Square
Cleveland, Ohio 44114-2301
(216) 621-0150

Attorneys for Plaintiff
Peter L. Cavanaugh

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury as to all issues so triable.



One of the Attorneys for Plaintiff
Peter L. Cavanaugh

Note: The following is my original letter of agreement retyped. My copy of the original is on aging fax paper. On file corporately.

February 18, 1998

Dear Pete:

We are tremendously excited about offering you the position of Vice President/General Manager of WBBG-FM, WRTK-AM, WPAO-AM, WICT-FM and WWSY-FM in Youngstown, Ohio. The following is an outline of the basic terms of employment:

1. You will be employed in the capacity of Vice President/General manager of Youngstown Radio, L.L.C. Your primary responsibilities will include the day to day operations and guidance of WBBG-FM, WRTK-AM, WPAO-AM, WICT-FM and WWSY-FM.
2. Your first day of employment as General Manager of Youngstown Radio will be February 24, 1998 (or later if the acquisition is delayed for any reason.)
3. Your annual base salary will be \$100,000. This will be reviewed on an annual basis.
4. You will be eligible to earn the following bonuses:
 - (a) A quarterly recapturable bonus of \$5,000 based on meeting cash flow objectives.
 - (b) An annual bonus of \$10,000 for achieving year end cash flow objectives.
 - (c) An annual discretionary bonus of up to \$10,000 for meeting specific objectives to be determined at a later time.
 - (d) the bonuses in 4a, 4b and 4c will be pro-rated for the period February 24 through December 31, 1998.
5. Gocom will reimburse you for the relocation of your household goods and personal belongings from Perrysburg, Ohio, to Youngstown, Ohio. The corporate office will assist you in making arrangements through our corporate moving company, United Van Lines.
6. You will have the opportunity to invest up to \$50,000 equity in Gocom on a pari passu basis with other equity participants in the company.
7. You will also be offered an incentive stock option plan. Based on achievement of the current five year plan for the company, this plan will present you with the opportunity to achieve \$100,000 (above your exercise prices). You will receive a stock option agreement and other related documents in the near future.
8. You will be entitled to trade a car (retail value less than \$40,000) for your business and personal use in Youngstown, Ohio. Our preference is to trade with a non-existing advertiser or to increase spending levels with an existing client. Gocom will allow you to lease a vehicle for up to 30 days.
9. Gocom will reimburse you for up to 30 days of temporary housing expemse.

I believe this outlines the basic terms of our agreement. If I omitted anything, please let me know.

Sincerely,

Ric Gorman
CEO/President

Accepted
2/20/99
[Signature]

GOCOM COMMUNICATIONS, L.L.C.

7821 Hill Ave., Suite 506
Channaho, NC 28225
Phone: (704) 341-0944
Fax: (704) 341-0945

February 18, 1998

Mr. Cavanaugh
1000 Drive #6
Channaho, NC 28225

I am tremendously excited about offering you the position of Vice President/General Manager of WABQ-FM, WRTK-AM, WPHO-AM, WLCI-FM, and WWSY-FM in Youngstown, Ohio. The following is an outline of the basic terms of employment:

- 1. You will be employed in the capacity of Vice President/General Manager of Youngstown Radio, L.L.C. Your primary responsibilities will include the day-to-day operation and management of the radio stations.
- 2. Your primary responsibility will be to ensure that Youngstown Radio will be February 1999 (or later if the equipment is delayed for any reason).
- 3. Your initial term of employment will be for one (1) year. This will be reviewed on an annual basis.
- 4. There will be a 90-day probationary period.

5. You will be responsible for the achievement of \$5,000,000 in meeting cash flow objectives and a total bonus of \$50,000 for achieving year-end cash flow objectives. At least 50% of the bonus will be paid to you for meeting specific objectives to be detailed and discussed.

The bonus will be paid in installments over the period February 24 through February 24, 1999.

- 6. GOCOM will reimburse you for all reasonable and necessary expenses incurred while performing your duties as Vice President/General Manager of Youngstown Radio, L.L.C. This includes travel expenses from Pennsylvania, Ohio, and Youngstown, Ohio to other locations for business purposes, including transportation, lodging, and other corporate expenses.
- 7. You will be responsible for the development and implementation of a business plan for Youngstown Radio, L.L.C. You will present your business plan to the Board of Directors of GOCOM on a regular basis with quarterly reports on the progress of the plan.
- 8. You will be responsible for the development and implementation of a five-year plan for Youngstown Radio, L.L.C. You will present your five-year plan to the Board of Directors of GOCOM on a regular basis with quarterly reports on the progress of the plan. You will also be responsible for the development and implementation of a three-year plan for Youngstown Radio, L.L.C. You will present your three-year plan to the Board of Directors of GOCOM on a regular basis with quarterly reports on the progress of the plan.

Mr. Peter C. Cavanaugh

Page 2

February 19, 1998

8. You will be entitled to trade a car (no value less than \$40,000) for your business and personal use in Youngstown, Ohio. Your preference is to trade with a non-existing advertiser or to increase spending levels with an existing client. GOCOM will allow you to lease a vehicle for up to thirty (30) days.

9. GOCOM will provide you with a temporary housing expense.

This document outlines the basic terms of our agreement. If I have omitted anything, please let me know.

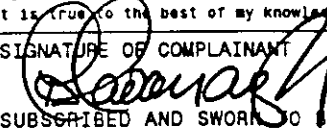
Sincerely,

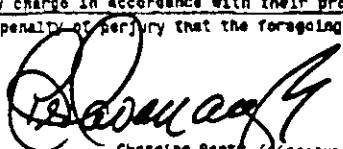
Bill Cavanaugh
CEO/President

Bill



2/20/98

CHARGE OF DISCRIMINATION		AGENCY <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	CHARGE NUMBER 220991145
This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.			
<u>The Ohio Civil Rights Commission</u> <i>State or local Agency, if any</i>		and EEOC	
NAME (Indicate Mr., Ms., Mrs.) Mr. Peter Cavanaugh		HOME TELEPHONE (Include Area Code) (330) 783-0841	
STREET ADDRESS 675 Moyer Avenue, Youngstown, OH 44512		CITY, STATE AND ZIP CODE OH 44512	
DATE OF BIRTH 09/08/1941		NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)	
NAME Gocom Communications, LLC		NUMBER OF EMPLOYEES, MEMBERS Cat B (101-200)	TELEPHONE (Include Area Code) (330) 781-7091
STREET ADDRESS 3930 Sunset Boulevard, Youngstown, OH 44511		CITY, STATE AND ZIP CODE OH 44511	
COUNTY 099		TELEPHONE NUMBER (Include Area Code)	
NAME		STREET ADDRESS	
CITY, STATE AND ZIP CODE		COUNTY	
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es)) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)		DATE DISCRIMINATION TOOK PLACE EARLIEST LATEST 12/11/1998 <input checked="" type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)): <p>I was hired as Vice President/General Manager on February 24, 1998.</p> <p>I had surgery on May 20, 1998, and returned to work six weeks later. Prior to my return to work and afterwards, I was harassed and my authority was taken away by Ric Gorman, President and CEO, and Roland Adeszko, Senior Vice President. In October 1998, I was diagnosed with a disability, which the company is aware of.</p> <p>On December 11, 1998, I was discharged, for alleged personal problems.</p> <p>I believe I was discriminated against because of my disability or perception of a disability, in violation of Title I of the Americans with Disabilities Act.</p> <p>I further believe that Ric Gorman and/or Gocom have a policy of unlawfully discriminating against disabled individuals based upon medical benefits paid or which may be paid.</p>			
EEOC CART UNIT JUN 08 1999 RECEIVED			
<input type="checkbox"/> I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY - (When necessary for State and Local Requirements)	
I declare under penalty of perjury that the foregoing is true and correct.		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.	
Date _____ Charging Party (Signature) _____		SIGNATURE OF COMPLAINANT  SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year) 6/8/99 Patricia L. Lister	

CHARGE OF DISCRIMINATION		AGENCY <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	CHARGE NUMBER Amended 220991145
This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.			
<u>The Ohio Civil Rights Commission</u> <i>State or local Agency, if any</i>		and EEOC	
NAME (Indicate Mr., Ms., Mrs.) <u>Mr. Peter Cavanaugh</u>		HOME TELEPHONE (Include Area Code) <u>(330) 783-0841</u>	
STREET ADDRESS <u>675 Moyer Avenue, Youngstown, OH 44512</u>		CITY, STATE AND ZIP CODE <u>OH 44512</u>	
DATE OF BIRTH <u>09/08/1941</u>			
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)			
NAME <u>Gocom Communications, LLC</u>		NUMBER OF EMPLOYEES, MEMBERS <u>Cat B (101-200)</u>	
STREET ADDRESS <u>3930 Sunset Boulevard, Youngstown, OH 44511</u>		TELEPHONE (Include Area Code) <u>(330) 781-7091</u>	
CITY, STATE AND ZIP CODE <u>OH 44511</u>		COUNTY <u>099</u>	
NAME _____		TELEPHONE NUMBER (Include Area Code) _____	
STREET ADDRESS _____		CITY, STATE AND ZIP CODE _____	
COUNTY _____		_____	
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es)) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify) _____		DATE DISCRIMINATION TOOK PLACE EARLIEST _____ LATEST <u>12/11/1998</u> <input checked="" type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)) I wish to file this charge against the above listed Respondent and the following entities: Gocom Communications, L.L.C. at 7621 Little Avenue, Suite 506, Charlotte, North Carolina 28226; Gocom Communications Holding, L.L.C. at 7621 Little Avenue, Suite 506, Charlotte, North Carolina 28226; Gocom Communications Operating, L.L.C. at 7621 Little Avenue, Suite 506, Charlotte, North Carolina 28226; Youngstown Radio, L.L.C. at 7621 Little Avenue, Suite 506, Charlotte, North Carolina 28226; Youngstown Radio License, L.L.C. at 7621 Little Avenue, Suite 506, Charlotte, North Carolina 28226; Youngstown Television, L.L.C. at 7621 Little Avenue, Suite 506, Charlotte, North Carolina 28226; and Richard L. Gorman at 11108 Pine Valley Club Drive, Charlotte, North Carolina 28277. I was hired as Vice President/General Manager on February 24, 1998. I had surgery on May 20, 1998, and returned to work six weeks later. Prior to my return to work and afterwards, I was harassed and my authority was taken away by Ric Gorman, President and CEO, and Roland Adeszko, Senior Vice President. In October 1998, I was diagnosed with a disability, which the company is aware of. On December 11, 1998, I was discharged, for alleged personal problems. I believe I was discriminated against because of my disability or perception of a disability, in violation of Title I of the Americans			
<input type="checkbox"/> I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY - (When necessary for State and Local Requirements) I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.	
I declare under penalty of perjury that the foregoing is true and correct. <u>6/23/99</u>  Date Charging Party (Signature)		SIGNATURE OF COMPLAINANT SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)	

Jun 23 09:24 1999 CP Initials

GP

Amended

Chg # 220991145, Attachment Page 1

Equal Employment Opportunity Commission
Form 5 - Charge of Discrimination, Additional Text

with Disabilities Act.

I further believe that Ric Gorman and/or Gocom have a policy of unlawfully discriminating against disabled individuals based upon medical benefits paid or which may be paid.

SCHEDULE 3.1.12

Compliance With Laws

Reference is hereby made to Schedule 3.1.11.

SCHEDULE 3.1.15

Employees

[SEE ATTACHED]

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ADP Payroll Register

YOUNGSTOWN RADIO LLC
Company Code: **H8D**

Batch : 2295

Period Ending 08/08/1999 Week 32
Pay Date 08/13/1999 Page 1

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PERSONNEL **HOURS** **EARNINGS** **GROSS** **STATUTORY DEDUCTIONS** **VOLUNTARY DEDUCTIONS** **NET PAY**

Reg	O/T	Hours	Reg	O/T	Earnings	Gross	Federal	State/Local	Voluntary Deductions	Net Pay
-----	-----	-------	-----	-----	----------	-------	---------	-------------	----------------------	---------

MARTIN, MARK C.										
File: 000121						750.50	85.14 FIT	17.33 OH	14.33 I INSPRE	Check# 2352 <input type="checkbox"/>
Dept: 100675							45.64 SS	16.89 122Y		
Rate: 752.69							10.67 MED			

PAYLAK, DONALD										
File: 000123						104.55	39 FIT	.65 OH		Check# 2353 <input type="checkbox"/>
Dept: 100675							6.40 SS	2.35 122Y		
Check: PART							1.52 MED			
Rate: 7.2100										92.96

POPA, ROBERT C.										
File: 000124						1,815.36	351.97 FIT	60.32 OH	14.33 I INSPRE	Check# 2354 <input type="checkbox"/>
Dept: 100675							113.53 SS	41.52 122Y	73.82 K 401-K	
Rate: 1615.36							26.55 MED			

DEPT TOTAL	74.50 REG	5,478.01 REG	.00 O/T	.00 EARNINGS 3	5,708.01 GROSS	647.67 FIT	344.36 SS	80.53 MED	154.67 STATE	128.46 LOCAL	872.57 TOTAL DEDUCTIONS	1,155.94
100675	.00 O/T	200.00 EARNINGS 3	.00 EARNINGS 5	.00 HOURS 3	.00 HOURS 4							8 Pays <input type="checkbox"/> 3,480.73

EARNINGS ANALYSIS:	230.00 T	TAYOR	35.84 59 PA									
STATUTORY DED. ANALYSIS:	118.83 30 OH	128.46 122Y YOUNGSTOWN	154.52 I INSPRE	243.87 K 401-K	470.18 W CHECK							

VOLUNTARY DED. ANALYSIS:	4.00 D DONTINS	1,645.90										
MEISTER, THOMAS J.												
File: 000122						2,007.20	292.05 FIT	75.33 OH	125.86 I INSPRE	Check# 2355 <input type="checkbox"/>		
Dept: 100665							116.65 SS	45.16 122Y				
Rate: 2007.20							27.28 MED					
Dept: 400665												

DEPT TOTAL	.00 REG	2,007.20 REG	.00 O/T	.00 EARNINGS 3	2,007.20 GROSS	292.05 FIT	116.65 SS	27.28 MED	75.33 STATE	45.16 LOCAL	125.86 TOTAL DEDUCTIONS	1,324.87
100665	.00 O/T	.00 EARNINGS 3	.00 EARNINGS 5	.00 HOURS 3	.00 HOURS 4							1 Pays <input type="checkbox"/> 1,324.87

STATUTORY DED. ANALYSIS:	75.33 30 OH	45.16 122Y YOUNGSTOWN	125.86 I INSPRE	243.87 K 401-K	470.18 W CHECK							
VOLUNTARY DED. ANALYSIS:	1.00											
BLATLOCK, JEREMIAH												
G						1,015.36 W	115.10 FIT	30.60 OH	767.14 W CHECK	2.00 D DONTINS	Check# 320003 <input type="checkbox"/>	
File: 000160							62.96 SS	22.85 122Y				
Dept: 100690							14.73 MED					
Rate: 0.0000												



YOUNGSTOWN RADIO LLC
 Company Code: H8D
 Batch: 2295
 Period Ending: 08/08/1999
 Pay Date: 08/13/1999
 Week 32
 Page 2

PERSONNEL **HOURS** **EARNINGS** **GROSS** **STATUTORY DEDUCTIONS** **VOLUNTARY DEDUCTIONS** **NET PAY**

WHEATSON, LYNN M.	Reg O/T Hours 3.44	Reg O/T Earnings 34.4 Earnings 5	592.46	GROSS	Federal State/Local	VOLUNTARY DEDUCTIONS	NET PAY <input checked="" type="checkbox"/>
File: 000096							
Dept: 200685							
Rate: 846.40							
Dept: 300685							
Dept: 300685			211.60				
			42.32				

DEPT TOTAL	.00 REG	846.40 REG	.00 O/T	.00 EARNINGS 4	846.40 GROSS	677.46 TOTAL DEDUCTIONS	1 Pays <input type="checkbox"/>
200685	.00 O/T	.00 EARNINGS 3	.00 EARNINGS 5				.00
	.00 HOURS 3						
	.00 HOURS 4						

STATUTORY DED. ANALYSIS: 18.24 30 OH 50.79 K 401-K
VOLUNTARY DED. ANALYSIS: 14.33 I INSPRE

CAMERON, LINDA	1.00	1384.61 W	1,384.61	177.76 FIT	36.43 OH	823.65 W CHECK	207.69 K 401-K	Voucher#
File: 000147				85.85 SS	31.15 12TY			320013
Dept: 200690				20.08 MED				<input type="checkbox"/>
Rate: 0.0000								

CARCELLI, CARMEN	1.00	1615.36 W	1,615.36	256.24 FIT	40.39 OH	1002.28 W CHECK	125.86 I INSPRE	Voucher#
File: 000146				92.35 SS	36.35 12TY	32.31 K 401-K		320014
Dept: 200690				21.60 MED				<input type="checkbox"/>
Rate: 0.0000								

FLO, JAMIE L.	1.00	692.30 W	692.30	86.41 FIT	14.98 OH	509.12 W CHECK	14.33 I INSPRE	Voucher#
File: 000157				42.04 SS	15.58 12TY			320015
Dept: 200690				9.84 MED				<input type="checkbox"/>
Rate: 0.0000								

GOZUR, KAREN		582.40						
File: 000099								
Dept: 200690								
Rate: 832.00								
Dept: 300690			208.00					
Dept: 300690			41.60					

			832.00	59.77 FIT	19.80 OH	675.55 W CHECK	14.33 I INSPRE	Voucher#
				50.70 SS				320016
				11.85 MED				<input type="checkbox"/>

PERSONNEL **HOURS** **O/T** **Hours 344** **EARNINGS** **Reg** **O/T** **Earnings 344** **Earnings 5** **GROSS** **Statutory Deductions** **Federal** **State/Local** **VOLUNTARY DEDUCTIONS** **NET PAY** ☒

PRIOR, MARY A.	Fte: 000103	Dept: 200690	Date: 712 90	Dept: 300690	Fte: 000149	Dept: 200690	Date: 1846 15	DEPT TOTAL	3 00 REG	.00 O/T	3,390.85 REG	.00 O/T	.00 EARNINGS 3	7,083.24 GROSS	810.28 FIT	429.59 SS	100.47 MED	201.64 STATE	124.82 LOCAL	5,416.64 TOTAL DEDUCTIONS	6 Pays	<input type="checkbox"/>
								200690	.00 HOURS 3		.00 EARNINGS 3										1 Pays	<input type="checkbox"/>
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INGRAM, CHRISTIE	Fte: 000150	Dept: 300690	Date: 0.0000	DEPT TOTAL	1.00 REG	.00 O/T	.00 REG	.00 O/T	.00 EARNINGS 3	400.00 GROSS	26.70 FIT	23.91 SS	5.59 MED	4.29 STATE	9.00 LOCAL	14.33 TOTAL DEDUCTIONS	1 Pays	<input type="checkbox"/>
				300690	.00 HOURS 3		.00 EARNINGS 3										316.18	<input type="checkbox"/>
					.00 HOURS 4												316.18	<input type="checkbox"/>

DEPT TOTAL 200680	3.00 REG .00 O/T .00 HOURS 3 .00 HOURS 4	3,300.95 REG .00 EARNINGS 3 3,602.28 EARNINGS 5	.00 O/T .00 EARNINGS 4 7,003.24 GROSS	810.28 FIT 429.59 SS 100.47 MED 201.64 STATE 124.62 LOCAL	5,416.64 TOTAL DEDUCTIONS	6 Pays <input type="checkbox"/> .00
EARNINGS ANALYSIS:	1,602.20 W					

INGRAM, CHRISTIE	Fte: 000150	Dept: 300690	Date: 0.0000	DEPT TOTAL	1.00 REG	.00 O/T	.00 REG	.00 O/T	.00 EARNINGS 3	400.00 GROSS	26.70 FIT	23.91 SS	5.59 MED	4.29 STATE	9.00 LOCAL	14.33 TOTAL DEDUCTIONS	1 Pays	<input type="checkbox"/>
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Form: 1041-RT	File: 000150	400.00 W	400.00	26.70 FIT 23.91 SS 5.59 MED	4.29 OH 9.00 12ZY	14.33 I INSPRE	Check# 2365 <input type="checkbox"/>
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				300690	.00 HOURS 3		.00 EARNINGS 3										316.18	<input type="checkbox"/>
					.00 HOURS 4												316.18	<input type="checkbox"/>

EARNINGS ANALYSIS:		400.00	W	4.29	STATE	9.00	LOCAL
STATUTORY DED. ANALYSIS:		4.29	30 OH				
		9.00	122Y YOUNGSTOWN				

INGRAM, CHRISTIE	Fte: 000150	Dept: 300690	Date: 0.0000	DEPT TOTAL	1.00 REG	.00 O/T	.00 REG	.00 O/T	.00 EARNINGS 3	400.00 GROSS	26.70 FIT	23.91 SS	5.59 MED	4.29 STATE	9.00 LOCAL	14.33 TOTAL DEDUCTIONS	1 Pays	<input type="checkbox"/>
				300690	.00 HOURS 3		.00 EARNINGS 3										316.18	<input type="checkbox"/>
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INGRAM, CHRISTIE	Fte: 000150	Dept: 300690	Date: 0.0000	DEPT TOTAL	1.00 REG	.00 O/T	.00 REG	.00 O/T	.00 EARNINGS 3	400.00 GROSS	26.70 FIT	23.91 SS	5.59 MED	4.29 STATE	9.00 LOCAL	14.33 TOTAL DEDUCTIONS	1 Pays	<input type="checkbox"/>
				300690	.00 HOURS 3		.00 EARNINGS 3										316.18	<input type="checkbox"/>
					.00 HOURS 4												316.18	<input type="checkbox"/>

 Payroll register	Company Code: H8D	Pay Date 08/13/1999	Page 7
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INGRAM, CHRISTIE	Fte: 000150	Dept: 300690	Date: 0.0000	DEPT TOTAL	1.00 REG	.00 O/T	.00 REG	.00 O/T	.00 EARNINGS 3	400.00 GROSS	26.70 FIT	23.91 SS	5.59 MED	4.29 STATE	9.00 LOCAL	14.33 TOTAL DEDUCTIONS	1 Pays	<input type="checkbox"/>
				300690	.00 HOURS 3		.00 EARNINGS 3										316.18	<input type="checkbox"/>
					.00 HOURS 4												316.18	<input type="checkbox"/>

EARNINGS ANALYSIS:	400.00	W	400.00	W	400.00	W	400.00	W	400.00	5,022.12	W	CHECK	14.33	I	INSPRE	2365	<input type="checkbox"/>
STATUTORY DED. ANALYSIS:	154.52	I	INSPRE														

INGRAM, CHRISTIE	Fte: 000150	Dept: 300690	Date: 0.0000	DEPT TOTAL	1.00 REG	.00 O/T	.00 REG	.00 O/T	.00 EARNINGS 3	400.00 GROSS	26.70 FIT	23.91 SS	5.59 MED	4.29 STATE	9.00 LOCAL	14.33 TOTAL DEDUCTIONS	1 Pays	<input type="checkbox"/>
				300690	.00 HOURS 3		.00 EARNINGS 3										316.18	<input type="checkbox"/>
					.00 HOURS 4												316.18	<input type="checkbox"/>

PERSONNEL **HOURS** **EARNINGS** **GROSS** **STATUTORY DEDUCTIONS** **VOLUNTARY DEDUCTIONS** **NET PAY**

CAPARANIS, JOHN T. **Reg** **O/T** **Hours 34.4** **Reg** **O/T** **Earnings 34.4** **Earnings 5** **323.07** **W** **323.07** **Federal** **State/Local** **9.69** **K** **401-K** **Check#** **2374** **219.27**

Fila. 000114 **Rate** 0.0000 **DEPT TOTAL** **400690** **2.00** **REG** **.00** **O/T** **.00** **REG** **.00** **EARNINGS 3** **.00** **O/T** **.00** **EARNINGS 4** **.00** **FIT** **.00** **SS** **30.15** **MED** **7.05** **STATE** **4.04** **LOCAL** **12.46** **77.23** **TOTAL DEDUCTIONS** **2** **Pays** **422.90**

EARNINGS ANALYSIS: **553.83** **W** **4.04** **30 OH** **12.46** **122Y** **YOUNGSTOWN** **9.69** **K** **401-K**

STATUTORY DED. ANALYSIS: **67.54** **1** **INSPRE**

1

COMPANY TOTAL		HOURS		EARNINGS		STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS		NET PAY	
H8D		407.50	REG	24,628.66	REG	3,897.95	FIT	16,106.54	TOTAL DEDUCTIONS	45	Pays <input checked="" type="checkbox"/>
		.00	O/T	612.00	EARNINGS 3	2,147.82	SS				<input type="checkbox"/>
		.00	HOURS 3	10,823.41	EARNINGS 5	502.29	MED				
		.00	HOURS 4	35,864.07	GROSS	836.40	STATE				
						563.51	LOCAL				
EARNINGS ANALYSIS:		42.00	R	RETRO	570.00	T	TAXPRP				
STATUTORY DED. ANALYSIS:		765.96	30	OH	140.44	56	PA				
VOLUNTARY DED. ANALYSIS:		563.51	1227	YOUNGSTOWN							
		10.00	D	DONTNS	508.27	G	GARN				
		13,083.19	W	CHECK	446.07	X	CHECK				
NET PAYROLL:		11,679.56	CHECKS:	27	FLAGGED:	4	STARTING CHECK NUMBER:				
TOTAL DEPOSITS:		13,506.26	VOUCHERS:	18	NET CASH PAYS	1,000.00	OR MORE				
NET VOIDS:		.00	ADJUSTMENTS:			6	ENDING CHECK NUMBER:				
NET CASH:		25,186.82									

11-5

ADP Payroll Register
Company Totals

YOUNGSTOWN RADIO LLC
Company Code: H8D

Batch: 2295

Period Ending: 08/08/1999 Week: 32
Pay Date: 08/13/1999 Page: 10

SCHEDULE 3.1.15.3

Employee Discrimination/Sexual Harassment Actions

Reference is hereby made to Schedule 3.1.11 as if all items were specifically set forth herein.

SCHEDULE 3.1.16

Environmental

All items and matters disclosed in that certain Phase I Environmental Site Assessment of Zapis Communications Radio Stations Brookfield and Masury, Ohio and Sharpesville, Pennsylvania dated December 1997 prepared by GaiaTech, Inc.

SCHEDULE 3.1.18(a)

Encumbrances to be Released

All Encumbrances under the Credit Agreement.

SCHEDULE 3.1.18(b)

Permitted Encumbrances

1. All those items disclosed in Schedule B of the title policies/commitments attached hereto.
2. The following to the extent, but only to the extent, the same secure amounts that are both (i) not yet due and payable and (ii) prorated pursuant to Section 2.4 of the Option and Asset Purchase Agreement: Landlord's or other like Encumbrances arising in the ordinary course of business, and Encumbrances imposed by law; Encumbrances consisting of rights of set-off of a customary nature, whether arising by contract or operation of law, incurred in the ordinary course of business; Encumbrances securing obligations under operating agreements entered into the ordinary course of business by the Sellers.
3. Easements, rights-of-way, restrictions, minor defects or irregularities of title and other similar Encumbrances that do not and will not materially and adversely affect the value of the Assets or the ability of the Buyer to use the Assets in the conduct of the business of the Stations as currently conducted.
4. All building codes and zoning ordinances and other laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority now or hereafter enacted.

**CHICAGO TITLE INSURANCE COMPANY
PRO FORMA POLICY**

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
97D-1398A	To Be Assigned	To Be Determined at To Be Determined	STo Be Determined

1. Name of Insured:

BANKERS TRUST COMPANY, as Agent for the Lenders named in the Credit Agreement, dated as of August 22, 1997, among GOCOM Communications Holding, L.L.C. a Delaware limited liability company, GOCOM Communications Operating, L.L.C., a Delaware limited liability company, as Borrower, the Lenders party thereto, and Bankers Trust Company, as Agent, and any successor Agents, as amended by a first amendment thereto dated as of February 23, 1998.

2. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Youngstown Radio, L.L.C. a Delaware Limited Liability Company

4. The insured mortgage and assignments thereof, if any, are described as follows:

Open-End Mortgage, Security Agreement, Fixture Filing and Assignment of Rents (Ohio), dated as of _____, 1998, from Youngstown Radio, L.L.C., a Delaware limited liability company, as Mortgagor, to Bankers Trust Company, as Agent, as Mortgagee, recorded on _____, 1998 as Instrument No. _____ in the Official Records of Trumbull County, Ohio.

5. The land referred to in this Policy is described as follows:

Situated in the Township of Hubbard, County of Trumbull, State of Ohio, and known as being part of Section Ten (10) in said Township, and being more particularly bounded and described as follows:

Commencing at a point in the center of the State Line Road, said point being 687.2 feet south of the dividing line between Hubbard Township and Brookfield Township; thence N 89° 29' W a distance of 595 feet to an iron pin, the true place of beginning; thence continuing N 89° 29' W a distance of 800 feet to an iron pin; thence S 0° 43' E a distance of 405.65 feet to an iron pin; thence N 89° 29' E a distance of 100 feet to an iron pin; thence S 0° 4' E a distance of 405.90 feet to an iron pin; thence N 89° 28' E a distance of 800 feet to an iron pin; thence N 0° 01' W a distance of 405.90 feet to an iron pin; thence S 89° 29' W a distance of 100 feet to an iron pin; thence N 0° 01' W a distance of 405.65 feet to an iron pin marking the place of beginning, and containing within said bounds 14.9 acres of land.

The Grantors herein further convey to the Grantee, a right of way for the purpose of ingress and egress to the premises above described over and across the following described land:

Commencing at a point in the center of the State Line Road, which point is 1234.5 feet S 0° 01' E of the line separating Brookfield Township and Hubbard Township; the place of beginning; thence N 89° 29' W a distance of 495 feet, which point marks the easterly boundary of lands herein conveyed to the Grantee; thence N 0° 01' W a distance of 25 feet to a point; thence S 89° 29' E a distance of 495 feet to the center of the State Line Road; thence S 0° 01' E a distance of 25 feet to the place of beginning.

SCHEDULE A
Loan Form

This Policy valid only if Schedule B is attached.

CHICAGO TITLE INSURANCE COMPANY
PRO FORMA POLICY

SCHEDULE B

Office File No.: 97D-13958A

Policy No.: To Be Assigned

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) which arise by reason of:

General Exceptions

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions

1. "Items 1, 2, 3, 4, and 5 of the General Exceptions of Schedule B are hereby deleted."
2. **DEED RESERVATION OF RIGHT OF WAY FOR INGRESS AND EGRESS**: In the Deed from George Ondich and Irene Ondich, to Sanford A. Schafitz, dated 2/23/57, received for record 2/27/57, at 1:41 PM, and recorded in Deed Volume 678, Page 177 of Trumbull County Records SEE COMMITMENT.

NOTE: The above shown reservation is also shown in OR Volume 590, Page 467; OR Volume 102, Page 224; and OR Volume 35, Page 264, of Trumbull County Records.

The above reservation omits any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

3. **DEED RESERVATION OF ALL MINERALS**: In the Deed from Broadcast Service Communications, Inc., to National Communications System, Inc., dated 6/4/82, received for record 6/18/82, at 2:15 PM, and recorded in OR Volume 102, Page 224 of Trumbull County Records SEE COMMITMENT.

NOTE: The above shown reservation is also shown in OR Volume 35, Page 264, of Trumbull County Records.

The above reservation omits any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

4. **EASEMENT**: From George Ondich and Irene Ondich et al, to Ohio Edison Company, dated 6/9/59, received for record 6/15/59, at 9:56 AM, and recorded in Deed Volume 736, Page 443 of Trumbull County Records SEE COMMITMENT.

Countersigned

Authorized Signatory

SCHEDULE B
Loan Form

Schedule B of this Policy consists of 2 pages.

CHICAGO TITLE INSURANCE COMPANY
PRO FORMA POLICY

SCHEDULE B (continued)

Office File No.: 97D-13958A

Policy No.: To Be Assigned

5. EASEMENT: From George Ondich and Irene Ondich et al, to Ohio Edison Company, dated 6/9/59, received for record 6/15/59, at 9:57 AM, and recorded in Deed Volume 736, Page 445 of Trumbull County Records SEE COMMITMENT.
6. TAXES appear in the name of Zapis Communications Corp.
PERMANENT PARCEL NO: 01 388300 Sec 10
Land Value: \$ 8,400.00 Building Value: \$ 460.00
Total Value: \$ 8,860.00 14.90 acres
Taxes for the second half of 1997 in the amount of \$247.77 are paid. Taxes for the first half of 1998 are a lien, and not yet due or payable. No special assessments appear on the 1997 general tax duplicate. Additions, if any, which may hereafter be made by legally constituted authorities.

Countersigned

Authorized Signatory

SCHEDULE B
Loan Form

Schedule B of this Policy consists of 2 pages.

SCHEDULE 3.1.21

Employee Benefit Plans

1. Group Life Insurance Plan: one times base salary for each employee up to a maximum of \$100,000, and accidental death and dismemberment equal to base life insurance.
2. Short Term Disability Plan: 70% of average weekly earnings up to \$1,000 per week, payable from 8th day of disability for a maximum of 13 weeks.
3. Long Term Disability Plan: 60% of average monthly earnings up to \$6,000 per month, payable from the 91st day to age 65; first 24 months "Own Occupation," thereafter, any occupation for duration of disability or age 65, whichever occurs first. Partial disability benefits are included.
4. GOCOM TV, LP 401(k) Salary Reduction Plan and Trust.
5. GOCOM Communications Health & Dental Benefit Plan.
6. BeneFlex Flexible Spending Account Program.
7. Employee bonus plans.

SCHEDULE 3.1.22

Real Estate Issues

1. All those items disclosed in Schedule 3.1.18(b) as if they were fully set forth herein.

SCHEDULE 3.1.23

Insurance

[SEE ATTACHED]

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/04/1999
PRODUCER CSG INSURANCE SERVICES INC 2417 Constitution Drive Raleigh, NC 27615 9198766410 9198766499		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
7.1.23		
INSURED Youngstown Radio, LLC 418 Knox St. Youngstown OH 44502-		INSURERS AFFORDING COVERAGE INSURER A Chubb INSURER B Casualty Reciprocal Exchange INSURER C Westport Ins. Corp. INSURER D INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR A/B/C	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	35378597	08/19/1998	08/19/1999	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one loss) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73257891	08/19/1998	08/19/1999	COMBINED SINGLE LIMIT (\$4 accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ADD \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	79776023	08/19/1998	08/19/1999	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCP1021113-01	08/19/1998	08/19/1999	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEES \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER BROADCASTERS E&O	BR-100014-01	10/07/1998	10/07/1999	2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

NO COVERAGE INCLUDED IN WORKERS COMP FOR STATE OF OHIO.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED: INSURER LETTER: FOR INFORMATION PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
---	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD - CERTIFICATE OF PROPERTY INSURANCE						<small>DATE (MM/DD/YY)</small> 08/04/1999			
PRODUCER C&G INSURANCE SERVICES INC 2417 Constitution Drive Raleigh, NC 27615 9198766410 9198766499				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED Youngstown Radio, LLC 418 Knox St. Youngstown OH 44502-				COMPANIES AFFORDING COVERAGE					
				COMPANY A Chubb					
				COMPANY B					
				COMPANY C					
COMPANY D									
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS			
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input checked="" type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD	35378597	08/19/1998	08/19/1999	<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input checked="" type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> EXTRA EXPENSE <input checked="" type="checkbox"/> BLANKET BUILDING <input checked="" type="checkbox"/> BLANKET PERM PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ 22,000,000 \$ INCLUDED \$ 8,596,500 \$ 35,500,000 \$ \$ \$			
	<input type="checkbox"/> INLAND MARINE TYPE OF POLICY CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER					\$ \$ \$ \$ \$			
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$			
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$			
	<input type="checkbox"/> OTHER								
LOCATION OF PREMISES/DESCRIPTION OF PROPERTY VARIOUS, PER ATTACHED SCHEDULE									
SPECIAL CONDITIONS/OTHER COVERAGES SEE ATTACHED LOCATION LIST FOR SPECIFIC VALUES PER LOCATION \$10,000 DEDUCTIBLE ON TOWERS; \$5000 DEDUCTIBLE ON OTHER LOSSES									
CERTIFICATE HOLDER FOR INFORMATION PURPOSES ONLY				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.					
				AUTHORIZED REPRESENTATIVE					
ACORD 24 (1/95)				© ACORD CORPORATION 1995					

[illegible]

SCHEDULE 3.1.25

IP Issues

Reference is hereby made to Schedule 3.1.11.

SCHEDULE 3.1.26

Related Party Transactions

1. Reference is hereby made to the Fee Sharing Agreement on Schedule 2.2.5
2. Each Seller is part of a consolidated group of companies, the ultimate parent of which is GOCOM Communications, L.L.C. From time to time, each Seller enters into transactions and arrangements with GOCOM Communications, L.L.C. and each of its other direct and indirect subsidiaries in the ordinary course of such Seller's business for supervisory management services involving Ric Gorman and other management personnel located in Charlotte, NC provided by GOCOM Communications, L.L.C. and each of its direct and indirect subsidiaries other than Sellers. #

SCHEDULE 3.1.28

None.

Schedule 3.2.5

Buyer's current ownership and/or time brokerage of other radio stations in the Youngstown, Ohio area, when combined with the proposed ownership of the Stations, would not currently comply with the numerical limits set forth in 47 C.F.R. Section 73.3555(a); thereby requiring the divestiture of certain stations by Buyer. Moreover, Buyer's proposed combination of stations in or near the Youngstown, Ohio, area might result in the "flagging" by the FCC of the public notices of the applications for the acquisition of the Stations for special comment as to competition concerns. Buyer makes no representations or warranties that the FCC would grant its consent to Buyer's acquisition of the Stations if the FCC applies competition/diversity sensitive-criteria to the transaction and/or revises its methodology for determining compliance with the numerical limits set forth in 47 C.F.R. Section 73.3555(a).

SCHEDULE 5.2.7

Required Third Party Consents

The real property lease listed in item number 2 of Schedule 2.1.1.