

AMENDMENT TO ASSET PURCHASE AGREEMENT

This **AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "Amendment") is entered into as of October 3, 2001, by and between Urban Radio Communications, LLC, a Delaware limited liability company ("Urban"), Urban Radio Licenses, LLC, a Delaware limited liability company ("Licenses," and together with Urban, collectively referred to herein as the "Buyers"), and Riverside Broadcasting, Inc., a Nevada corporation (the "Seller").

WHEREAS, the Buyers and the Seller are parties to that certain Asset Purchase Agreement dated as of January 26, 2000 (the "Purchase Agreement"), whereby the Buyers have agreed to purchase from the Seller all of the assets of the Seller that are used in the operation of radio Station WIMX-FM; and

WHEREAS, the parties have agreed to amend the Purchase Agreement to change the termination provisions thereof on the terms set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby, agrees as follows:

- 1. Defined Terms.** Capitalized terms used herein which are defined in the original Purchase Agreement are used herein with such defined meanings.
- 2. Amendment to Subsection 9(a)(v) of the Purchase Agreement.** Subsection 9(a)(v) of the Purchase Agreement is hereby amended by deleting the present Subsection 9(a)(v) in its entirety and replacing the following therefor:

"(v) The Seller may terminate this Agreement by giving written notice to the Buyers at any time prior to the Closing if the Closing shall not have occurred on or before January 27, 2003 by reason of the failure of any condition precedent under Section 5(b) hereof (unless the Seller itself is also in material breach of any representation, warranty, or covenant contained in this Agreement);
or"
- 3. Continued Effect.** Except as expressly modified herein, the Purchase Agreement shall continue in full force and effect. The Purchase Agreement as amended herein is hereby ratified and confirmed by the parties hereto.
- 4. Governing Law.** This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without regard to any conflict-of-laws rules that might apply the laws of another jurisdiction or jurisdictions.
- 5. Execution in Counterparts/Facsimile Signature Pages.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, telecopy or other reproduction of this Amendment may be executed by one or more of the parties, and an executed

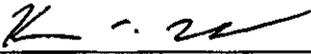
copy of this Amendment may be delivered by one or more of the parties by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes as of the date first written above. At the request of either party, both parties hereto agree to execute an original of this Amendment as well as any facsimile, telecopy or other reproduction hereof.

6. **Successors and Assigns.** The rights and benefits of this Amendment shall inure to the benefit of, and be enforceable by the each party's successors and assigns

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date hereinabove provided by the authorized officers each hereunto duly authorized.

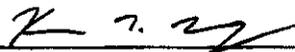
BUYERS:

URBAN RADIO COMMUNICATIONS, LLC

By: 

Kevin Wagner, Manager

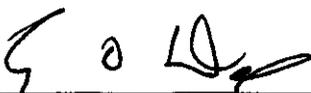
URBAN RADIO LICENSES, LLC

By: 

Kevin Wagner, Manager

SELLER:

RIVERSIDE BROADCASTING, INC.

By: 

Craig O. Dobler, President