

AMENDMENT TO OPTION AND ASSET PURCHASE AGREEMENT AND TIME BROKERAGE AGREEMENT

THIS AMENDMENT TO OPTION AND ASSET PURCHASE AGREEMENT AND TIME BROKERAGE AGREEMENT ("Amendment"), dated as of the 17th day of October, 2000, is made and entered into by and among **CITICASTERS CO.**, an Ohio corporation ("Buyer"), **YOUNGSTOWN RADIO, L.L.C.**, a Delaware limited liability company ("YRL"), and **YOUNGSTOWN RADIO LICENSE, L.L.C.**, a Delaware limited liability company ("YRLL") (YRL and YRLL being referred to hereinafter individually as a "Seller" and collectively as "Sellers").

WITNESSETH:

WHEREAS, Buyer and Sellers have entered into that certain Option and Asset Purchase Agreement dated as of September 20, 1999, as amended from time to time (the "Option Agreement"), whereby Buyer has the option to purchase substantially all of the assets of radio stations WPAO (AM), 1470 KHz, Farrell, Pennsylvania (FCC Facility ID No. 47569), and WTNX (FM), 95.9 MHz, Sharpsville, Pennsylvania (FCC Facility ID No. 74468) (each a "Station" and collectively the "Stations");

WHEREAS, Buyer and Sellers have entered into that certain Time Brokerage Agreement dated as of September 20, 1999, as amended from time to time (the "TBA"), whereby Buyer provides programming to the Stations; and

WHEREAS, the parties desire to amend the Option Agreement and the TBA as herein specified.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Option Agreement and TBA. Buyer and Sellers hereby amend the Option Agreement and the TBA to provide the following additional rights and obligations:

A. Call Letter Changes. Sellers agree to cooperate in connection with any call letter changes which Buyer may propose for any of the Station(s) which are consistent with the programming to be broadcast over such Station and which are not obscene, indecent, profane, or similar to, or confusing with, any of call letters WKBN-

TV, WYFX-LP or WFXI-LP. Sellers agree to execute and deliver and/or file with the Federal Communications Commission (the "FCC") promptly and without delay any and all applications, reports, filings, consents and other documents to effectuate such call letter changes, including, without limitation, providing any information and executing any documents required or requested by the FCC. Specifically, and without limitation, Seller agrees to coordinate with Buyer in changing the call letters of Station WBBG(FM), 93.9 MHz to WNCD(FM) and WTNX (FM), 95.9 MHz to WBTJ(FM) and Sellers agree to execute and to deliver to Buyer, concurrently with the execution and delivery of the Amendment, the documents attached hereto as Exhibit A.

B. Other License Changes. Sellers agree to cooperate in connection with any license changes which Buyer may propose for either or both of the Stations which are consistent with the rules of the FCC or other regulatory authorities with jurisdiction and are designed to enhance the current value and service the Stations may provide, on a stand-alone basis or in the aggregate, if applicable, now and upon the expiration of the TBA, including, without limitation, relocating the tower site(s) of either or both of the Stations, and making other modifications to either or both of the Stations. Sellers agree to take such actions as may be requested by Buyer upon satisfaction of the above criteria, including, without limitation, the execution of requisite documents and agreements embodying the party's respective obligations to effectuate the agreed upon changes, and/or filing with the FCC the requisite applications, reports, filings and consents.

C. Assignment of WPAO (AM). Sellers agree that Buyer may assign the Option Agreement in part by assigning its right to purchase WPAO(AM) to a third party that is qualified, without waiver of an FCC rule, to become an FCC licensee in the Youngstown radio market. Sellers agree to cooperate with reasonable diligence with Buyer, and agree to take any actions when and as may be requested by Buyer, to effectuate any such partial assignment, including, without limitation, executing, filing and prosecuting any and all agreements, amendments, filings, applications, reports and other documents to evidence an option to purchase WPAO(AM) by a third party and Buyer's retained option to purchase WTNX((FM) at the Closing (as defined in the Option Agreement). The purchase price payable by such third party buyer for WPAO(AM), and all terms and conditions relating to the sale of, and/or assignment of the option to purchase, WPAO(AM), shall be solely within the control of, and subject to determination by, Buyer and the third party buyer in their sole discretion as long as any such terms and conditions do not expand the liabilities of Sellers under the Option Agreement. If Buyer assigns its right to purchase WPAO(AM) to a third party, Sellers agree to proceed diligently and timely to consummate the sale of WPAO(AM) with the third party buyer and such sale shall not in any way be contingent upon the consummation of the transactions set forth in the Option Agreement or the Option and Asset Purchase Agreement dated as of September 20, 1999 among Buyer and Sellers whereby Buyer has the option to purchase from Sellers substantially all of the assets of radio stations WNIO (AM) (formerly WRTK (AM)) 1390 KHz, WBBG (FM) 93.3 MHz and WICT (FM) 95.1 MHz. In the event that Buyer chooses to assign the Option Agreement in part and assign its right to purchase WPAO(AM) to a third party, any amounts paid by or on

behalf of the third party buyer or any of its successors or assigns for its purchase of WPAO(AM) and the transfer of the license to such third party, shall (i) be paid to Sellers to the extent that the Purchase Price (as defined in the Option Agreement) has not been paid in full, shall be applied against the unpaid balance of the Purchase Price, and shall reduce on a dollar-for-dollar basis the unpaid balance of the Purchase Price payable at the time of Closing (as defined in the Option Agreement) and (ii) be paid to Buyer if the Purchase Price has been paid in full.

Alternatively, Sellers agree that Buyer may enter into an agreement with a third party for the sale of WPAO(AM) contingent upon the consummation of the transactions contemplated by the Option Agreement. Concurrently with the Closing (as defined in the Option Agreement), Buyer may close the sale of WPAO(AM) with such third party and Buyer shall retain any and all proceeds from such sale so long as the Purchase Price is otherwise fully paid to Seller; provided, however, that Buyer shall reimburse Sellers for their customary and reasonable legal fees incurred for such a sale of WPAO(AM) to a third party.

D. Additional Payment. Buyer on this date and concurrently with the full execution and delivery of this Amendment and the other documents to be executed and delivered by Sellers pursuant to Section 1(A) shall pay to Sellers the sum of One Hundred Four Thousand Dollars (\$104,000.00) in cash by wire transfer of immediately available funds (the "Amendment Payment"). The Amendment Payment shall be credited against, and shall reduce on a dollar-for-dollar basis, the unpaid balance of the Purchase Price payable at the Closing.

2. No Other Amendments. The parties hereto agree that all other provisions of the Option Agreement and the TBA shall remain unchanged and in full force and effect. Notwithstanding anything to the contrary in this Amendment and the Option Agreement, Buyer acknowledges that nothing contained herein is intended to or shall be interpreted as a diminution of the rights and obligation of the Seller to control and manage the Stations as the licensee under the rules, regulations, and policies of the Federal Communications Commission.

3. Governing Law. The internal laws of the State of Ohio shall govern all questions concerning the construction, validity and interpretation of this Amendment and performance of the obligations imposed hereby.

4. Counterpart Signatures. This Amendment may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the same original or the same counterpart.

5. Billboards. Buyer covenants and agrees to take down as soon as possible its billboards containing the following: "OFFICIAL FCC NOTICE: OLDIES 93 WBBG IS NOW OLDIES 106.1 WBBG."

6. Reimbursement. Concurrently with the execution of this Amendment by the parties hereto, Buyer shall pay to Sellers ten thousand nine hundred ninety seven Dollars (\$10,997.00) in cash by wire transfer of immediately available funds as reimbursement for Sellers' attorneys' fees incurred in connection with this Amendment and related matters.

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

YOUNGSTOWN RADIO, L.L.C.

YOUNGSTOWN RADIO LICENSE, L.L.C.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITICASTERS CO.

By: _____

Name: _____

Title: _____

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YOUNGSTOWN RADIO, L.L.C.

YOUNGSTOWN RADIO LICENSE, L.L.C.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITICASTERS CO.


By: 
Name: Senior Vice President
Title: Randall T. Mays

Exhibit A

CONSENT TO CALL SIGN CHANGE

YOUNGSTOWN RADIO LICENSE, L.L.C., the licensee of WBBG (FM), 93.9 MHz, Youngstown, Ohio (FCC Facility ID No. 18668), hereby consents to the change of such station's call sign to WNCD (FM), and hereby authorizes Citicasters Co. or its designee to submit the requisite call sign change request to the Federal Communications Commission.

YOUNGSTOWN RADIO LICENSE, L.L.C.

By: _____
Name: _____
Title: _____

CONSENT TO CALL SIGN CHANGE

YOUNGSTOWN RADIO LICENSE, L.L.C., the licensee of WTNX (FM), 95.9 MHz, Youngstown, Ohio (FCC Facility ID No. 74468), hereby consents to the change of such station's call sign to WBTJ (FM), and hereby authorizes Citicasters Co. or its designee to submit the requisite call sign change request to the Federal Communications Commission.

YOUNGSTOWN RADIO LICENSE, L.L.C.

By: _____
Name: _____
Title: _____

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