

SECOND AMENDMENT TO LOCAL MARKETING AGREEMENT

This **SECOND AMENDMENT TO LOCAL MARKETING AGREEMENT** (this "Amendment") is entered into as of December 30, 2002, by and between Urban Radio Broadcasting, LLC, a Delaware limited liability company (the "Programmer") and Riverside Broadcasting, Inc., a Nevada corporation (the "Licensee").

WHEREAS, the Licensee owns radio broadcast station WIMX(FM), licensed to Gibsonburg, Ohio (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC");

WHEREAS, the Programmer and the Licensee are parties to that certain Local Marketing Agreement dated as of January 26, 2000 (the "LMA"), whereby the Programmer purchased from the Licensee certain airtime on the Station, in accordance with the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC;

WHEREAS, the LMA has been amended by that certain Amendment to Local Marketing Agreement, dated as of October 3, 2001, by and between Programmer and Licensee, pursuant to which the Term of the LMA was extended to January 27, 2003 (the "First Amendment"); and

WHEREAS, the parties have agreed to amend the LMA, as amended by the First Amendment, to change term of the LMA and the purchase option provision set forth therein, 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, agree as follows:

1. **Defined Terms.** Capitalized terms used herein which are defined in the original LMA are used herein with such defined meanings.

2. **Amendment to Section 1.2 of the LMA.** Section 1.2 of the LMA is hereby amended by deleting the present Section 1.2 in its entirety and replacing the following therefor:

"1.2 **Term.** The term of this Agreement (the "Term") will begin on the Effective Date and will continue until August 1, 2003, unless terminated in accordance with the provisions set forth in this Agreement."

3. **Amendment to Subsection 11.5(a) of the LMA.** Subsection 11.5(a) of the LMA is hereby amended by deleting the first sentence of subsection (a) and substituting the following therefor:

"The parties hereto hereby agree that Programmer shall have the option to purchase the Acquired Assets (as such term is defined in the Purchase Agreement) from Licensee at any time within the Term of this Agreement, for the Purchase

Price set forth in the Purchase Agreement, by giving notice to Licensee, pursuant to Section 16 hereof, of Programmer's intent to exercise such option (the "Option Notice")."

4. **Continued Effect.** Except as expressly modified herein, the LMA, as amended by the First Amendment, shall continue in full force and effect. The LMA as amended herein is hereby ratified and confirmed by the parties hereto.

5. **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.

6. **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.

7. **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.

PROGRAMMER:

URBAN RADIO BROADCASTING, LLC.

By: Kevin Wagner
Kevin Wagner, Manager

LICENSEE:

RIVERSIDE BROADCASTING, INC.

By: _____
Craig O. Dobler, President

