

AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE OF ASSETS

This Amendment, dated as of December 31, 2004, by and among Ionosphere Broadcasting Limited Partnership, a California limited partnership ("Ionosphere"), Mesosphere Broadcasting Limited Partnership, a California limited partnership ("Mesosphere" and together with Ionosphere being hereinafter sometimes referred to as "Sellers"), Wilks Broadcasting Fresno, LLC, a Delaware limited liability company ("Buyer"), and Wilks License Company-Fresno, LLC, a Delaware limited liability company ("License Co." and together with Buyer being hereinafter sometimes referred to as "Buyers").

W I T N E S S E T H:

WHEREAS, Sellers and Buyers are parties to an Agreement of Purchase and Sale of Assets, dated as of November 30, 2004 (the "Agreement"; capitalized terms used herein are used as defined in the Agreement), and now desire to amend the Agreement on the terms set forth herein: and

NOW, THEREFORE, in consideration of the mutual covenants and agreements, contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto hereby agrees as follows:

1. Adjustment to Purchase Price. Sellers and Buyers agree that Buyers shall have no obligation to assume the Advertising Agreement dated September 10, 2003 between SMG and Mondosphere Broadcasting for the Save Mart Center (the "Save Mart Agreement"), and if the Save Mart Agreement is not assumed by Buyer at Closing, the Purchase Price shall be increased by \$60,000 ("Additional Purchase Price") and the Additional Purchase Price shall be paid at Closing, provided that if Buyers negotiate a new Save Mart Agreement or new terms of the existing Save Mart Agreement, in either case to their complete satisfaction, and notify Sellers to such effect within 30 days of the date hereof, then at Closing such new or modified Save Mart Agreement shall be entered into or assumed by Buyer and the lesser of the Additional Purchase Price or such new amount as Buyer shall have negotiated with SMG shall be paid to Sellers, who shall immediately remit such amount to SMG.

2. Continued Effectiveness. The Agreement is and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the date hereof all references in the Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment.

3. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement and shall be binding upon all parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first above written.

MESOSPHERE BROADCASTING LIMITED PARTNERSHIP

By: Mesosphere Broadcasting Corporation, Its General Partner

By: _____
Name: Clifford N. Burnstein
Title: Co-President

IONOSPHERE BROADCASTING LIMITED PARTNERSHIP

By: Ionosphere Broadcasting Corporation,
Its General Partner

By: _____
Name: Clifford N. Burnstein
Title: Co-President

WILKS BROADCAST - FRESNO I.L.C.

By: _____
Name: Jeff Wilks
Title: President

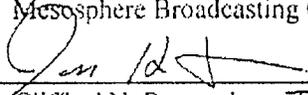
WILKS LICENSE COMPANY-FRESNO LLC

By: _____
Name: Jeff Wilks
Title: President

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first above written.

MESOSPHERE BROADCASTING LIMITED PARTNERSHIP

By: Mesosphere Broadcasting Corporation, Its General Partner

By: 
Name: ~~Clifford N. Burnstein~~ Jon Horton
Title: ~~Co-President~~ V. P.

IONOSPHERE BROADCASTING LIMITED PARTNERSHIP

By: Ionosphere Broadcasting Corporation,
Its General Partner

By: 
Name: ~~Clifford N. Burnstein~~ Jon Horton
Title: ~~Co-President~~ V. P.

WILKS BROADCAST - FRESNO LLC

By: _____
Name: Jeff Wilks
Title: President

WILKS LICENSE COMPANY-FRESNO LLC

By: _____
Name: Jeff Wilks
Title: President