

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:

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
vice 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



DATE

12 9 1999

Y, DEPUTY CLERK

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: **4:99 CV 1551** §
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.

Signatures

Party Represented

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 44312

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.	EEOC Representative	Telephone No.
220991145 Amended	Legal Unit Duty Officer	(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.

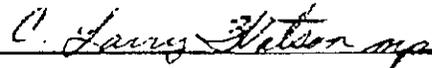
Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

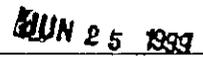
- [] The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
- [] The EEOC is continuing its handling of your ADEA case. However, 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 an 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


(Date Mailed)

Enclosure(s)

cc: Gocom Communications, I.I.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
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.

GERI M. SMITH, CLERK

CLERK



DATE

APR 29 1999

DEPUTY CLERK

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

4:99 CV 1551
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.

Signatures

Party Represented

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 FORM

CAPTION	CASE NO. 4:99 CV 1551
Consent to the Jurisdiction of a Magistrate Judge YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, have You Filled Out the Appropriate Form? YES <input type="checkbox"/> NO <input type="checkbox"/>	JUDGE JUDGE ECONOMUS MAGISTRATE JUDGE: MAG. JUDGE VECCHIARELLI

TRACK ASSIGNMENT REQUESTED

Administrative

 Expedited

 Standard

 Complex

 Mass Torts

ALTERNATIVE DISPUTE RESOLUTION - IS THIS CASE SUITABLE FOR DISPOSITION BY ADR? IF SO, BY WHICH ADR PROCESS(ES):

Early Neutral Evaluation
 Mediation
 Arbitration
 Summary Jury Trial
 Summary Bench Trial
 Other

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

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 NO CASE NO. _____ JUDGE _____

ATTORNEY NAME AND BAR I.D. NUMBER	TELEPHONE NUMBER ()
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FIRM NAME AND ADDRESS	PARTY NAME - DOCUMENT TYPE
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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

FILED
98 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

4:99 CV 15511

JUDGE
JUDGE ECONOMUS

MAG. JUDGE VECCHIARELLI

COMPLAINT FOR MONEY
DAMAGES

(Jury Demand Endorsed Hereon)

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,

v as 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



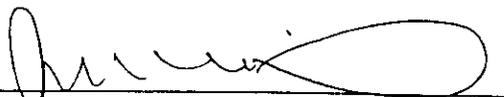
Robert J. Fogarty (0006818)
Steven A. Goldfarb (0030186)
James M. Drozdowski (0065215)

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.

A handwritten signature in black ink, appearing to read "Peter L. Cavanaugh", written over a horizontal line.

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 expense.

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

Sincerely,

Ric Gorman
CEO/President

Accepted
2/20/98
[Signature]

GOCOM COMMUNICATIONS, L.L.C.

7521 Little Ave., Suite 506
Channahon, IL 61025
Phone: (708) 341-0944
Fax: (708) 341-0945

February 18, 1998

Mr. Cavanaugh
1000 Drive #6
Channahon, IL 61025

I am tremendously excited about offering you the position of Vice President/General Manager of WABQ-FM, WRTR-AM, WPTQ-AM, WICL-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 responsibility will include the day-to-day operation and management of the Company's radio stations. (If you are delayed for any reason.)
- 2. Your primary responsibility will be to ensure that Youngstown Radio will be February 1998. (If you are delayed for any reason.)
- 3. Your initial base annual salary will be \$50,000. This will be reviewed on an annual basis.
- 4. You will be eligible for a bonus program as follows:

- \$10,000 for meeting specific objectives of \$500,000 based on meeting cash flow objectives and overall bonus of \$100,000 for achieving over and above cash flow objectives.
- \$5,000 for meeting specific objectives up to \$100,000 for meeting specific objectives to be decided at a later date.

The bonus program will be reviewed on the date of February 24 through 1998.

- 5. You will be eligible for a bonus program as follows:
 - \$10,000 for meeting specific objectives of \$500,000 based on meeting cash flow objectives and overall bonus of \$100,000 for achieving over and above cash flow objectives.
 - \$5,000 for meeting specific objectives up to \$100,000 for meeting specific objectives to be decided at a later date.
- 6. You will be eligible for a bonus program as follows:
 - \$10,000 for meeting specific objectives of \$500,000 based on meeting cash flow objectives and overall bonus of \$100,000 for achieving over and above cash flow objectives.
 - \$5,000 for meeting specific objectives up to \$100,000 for meeting specific objectives to be decided at a later date.
- 7. You will be eligible for a bonus program as follows:
 - \$10,000 for meeting specific objectives of \$500,000 based on meeting cash flow objectives and overall bonus of \$100,000 for achieving over and above cash flow objectives.
 - \$5,000 for meeting specific objectives up to \$100,000 for meeting specific objectives to be decided at a later date.

Mr. Peter C. Cavanagh

Page 2

February 19, 1998

8. You will be entitled to trade a unit (total 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 thirty (30) days.

9. GOCOM will cover the cost of temporary housing expense.

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

Sincerely,

Bill Coleman
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.		

The Ohio Civil Rights Commission and EEOC
State or local Agency, if any

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

NAME	TELEPHONE NUMBER (Include Area Code)
STREET ADDRESS	CITY, STATE AND ZIP CODE
COUNTY	

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))	DATE DISCRIMINATION TOOK PLACE EARLIEST LATEST
<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)	12/11/1998
<input checked="" type="checkbox"/> CONTINUING ACTION	

THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):
 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.

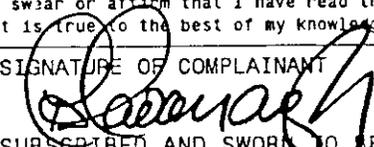
I believe I was discriminated against because of my disability or perception of a disability, in violation of Title I of the Americans with Disabilities Act.

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.

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 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.	SIGNATURE OF COMPLAINANT 
Date _____ Charging Party (Signature) _____	SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year) 6/8/99 Patricia L. Leticia

Jun 23 09:24 1999 CP Initials



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 Gocon 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.

Station WRTK, Youngstown, Ohio is operating during nighttime hours under special temporary authority ("STA"). The STA allows WRTK to operate nondirectionally from its daytime antenna during nighttime hours with power reduced to 500 watts from its licensed nighttime authorization. This STA expired April 14, 1998. Youngstown Radio License, L.L.C. requested an extension of the STA on April 13, 1998.

SCHEDULE 3.1.15

Employees

[SEE ATTACHED]

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

CLARE, JOHN A. Reg O/T Hours 34.4 Reg O/T Earnings 34.4 Earnings 5 Gross Federal State/Local Voluntary Deductions Net Pay

File: 000079 Dept: 100670 Rate: 1200.00 624.00 300.00 108.00 144.00 24.00 1,200.00 146.61 FIT 73.51 SS 17.19 MED 795.17 W CHECK 14.33 I INSPRE 320001 320001

Dept: 200670 Dept: 300670 Dept: 400670 Dept: 500670 1,200.00 REG .00 O/T .00 HOURS 3 .00 HOURS 4 1,200.00 REG .00 EARNINGS 3 .00 EARNINGS 5 1,200.00 GROSS 1,200.00 O/T .00 EARNINGS 4 146.61 FIT 73.51 SS 17.19 MED 795.17 W CHECK 14.33 I INSPRE 320001 320001

DEPT TOTAL 100670 .00 REG .00 O/T .00 HOURS 3 .00 HOURS 4 1,200.00 REG .00 EARNINGS 3 .00 EARNINGS 5 1,200.00 GROSS 1,200.00 O/T .00 EARNINGS 4 146.61 FIT 73.51 SS 17.19 MED 795.17 W CHECK 14.33 I INSPRE 320001 320001

STATUTORY DED. ANALYSIS: 33.19 59 PA 120.00 K 401-K 795.17 W CHECK

VOLUNTARY DED. ANALYSIS: 14.33 I INSPRE 886.14 886.14 79.85 FIT 54.94 SS 12.85 MED 2.00 D DONTNS 2348 2348

GODDARD, JERRY L. File: 000058 Dept: 100675 Rate: 891.34 886.14 79.85 FIT 54.94 SS 12.85 MED 2.00 D DONTNS 2348 2348

HEMING, ROBERT S. File: 000117 Dept: 100675 Clock: PART Rate: 8,240.00 379.04 11.12 FIT 23.50 SS 5.49 MED 56.86 K 401-K 2349 2349

HORVATH, BARBARA File: 000143 Dept: 100675 Rate: 618.40 618.40 14.54 FIT 38.35 SS 8.96 MED 470.18 W CHECK 2.00 D DONTNS 320002 320002

JENSEN, LAWRENCE File: 000155 Dept: 100675 Clock: PART Rate: 7,000.00 98.00 5.00 FIT 6.07 SS 1.42 MED 56.86 I INSPRE 51.35 K 401-K 2350 2350

LENHART, MARJORIE File: 000120 Dept: 100675 Rate: 1030.00 1,027.00 90.26 FIT 55.87 SS 13.07 MED 125.86 I INSPRE 51.35 K 401-K 2351 2351

1,027.00 1,027.00 90.26 FIT 55.87 SS 13.07 MED 125.86 I INSPRE 51.35 K 401-K 2351 2351

642.25 642.25 90.26 FIT 55.87 SS 13.07 MED 125.86 I INSPRE 51.35 K 401-K 2351 2351



Payroll Register

YOUNGSTOWN RADIO LLC
Company Code: H8D

Batch: 2295

Period Ending: 08/08/1999
Pay Date: 08/13/199

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PERSONNEL

PERSONNEL	REG	O/T	HOURS	3&4	EARNINGS	O/T	Earnings	3&4	Earnings	5	GROSS	STATUTORY DEDUCTIONS	Federal	State/Local	VOLUNTARY DEDUCTIONS	NET PAY
MARTIN, MARK C.	File:	000121			Reg	750.50					750.50	95.14 FIT	17.33 OH	14.33	I INSPRE	Check#
	Dept:	100675										45.64 SS	16.89 122Y			2352
	Rate:	752.69										10.67 MED				550.50

PAVLAK, DONALD	File:	000123			Reg	104.55					104.55	.39 FIT	.85 OH			Check#
	Dept:	100675										6.48 SS	2.35 122Y			2353
	Rate:	7.2100										1.52 MED				92.96

POPA, ROBERT C.	File:	000124			Reg	1,615.38		230.00	T		1,845.38	351.37 FIT	68.32 OH	14.33	I INSPRE	73.82	K 401-K	Check#
	Dept:	100675										113.53 SS	41.52 122Y					2354
	Rate:	1615.38										26.55 MED						1,155.94

DEPT TOTAL	REG	O/T	HOURS	3	REG	O/T	EARNINGS	3	O/T	EARNINGS	5	GROSS	FIT	SS	MED	OH	122Y	STATE	LOCAL	TOTAL DEDUCTIONS	Pays	
100675	74.50	.00	.00	.00	5,479.01	.00	230.00	.00	5,709.01	5,709.01	5,709.01	647.67	344.38	80.53	154.67	128.46	872.57	872.57	872.57	872.57	872.57	3,480.73

EARNINGS ANALYSIS: 230.00 T TAXPRP 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

MEISTER, THOMAS J.	File:	000122			Reg	1,645.90					1,645.90	292.05 FIT	75.33 OH	125.86	I INSPRE	Check#
	Dept:	100685										116.65 SS	45.16 122Y			2355
	Rate:	2007.20										27.28 MED				1,324.87

DEPT TOTAL	REG	O/T	HOURS	3	REG	O/T	EARNINGS	3	O/T	EARNINGS	5	GROSS	FIT	SS	MED	OH	122Y	STATE	LOCAL	TOTAL DEDUCTIONS	Pays
100685	.00	.00	.00	.00	2,007.20	.00	2,007.20	.00	2,007.20	2,007.20	2,007.20	292.05	116.65	27.28	75.33	125.86	125.86	125.86	125.86	125.86	1,324.87

STATUTORY DED. ANALYSIS: 75.33 30 OH 45.16 122Y YOUNGSTOWN 154.52 I INSPRE 243.87 K 401-K 470.18 W CHECK

BLAYLOCK, JEREMIAH	File:	000160			Reg	1,015.38					1,015.38	115.10 FIT	30.60 OH	767.14	W CHECK	2.00	D DONTINS	Voucher#			
	Dept:	100690										62.96 SS	22.85 122Y							320003	
	Rate:	0.0000										14.73 MED									.00

ADP Payroll Register
 YOUNGSTOWN RADIO LLC
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PERSONNEL HOURS EARNINGS GROSS STATUTORY DEDUCTIONS VOLUNTARY DEDUCTIONS NET PAY

PERSONNEL	HOURS		EARNINGS		GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS		NET PAY													
	Reg	O/T	Hours	3&4		Reg	O/T	Earnings	3&4		Earnings	5											
BUCCIERI, DEBRA File: 000053 Dept: 100690 Rate: 832.00 Dept: 400690																							
	1.00				1038.46	W																	
CRISAFI, STEPHEN P. File: 000055 Dept: 100690 Rate: 0.0000																							
	1.00				1,038.46	W																	
HANEY, DAWN File: 000116 Dept: 100690 Rate: 947.62 Dept: 400690																							
	1.00				165.59																		
REDICK, ELIZABETH File: 000141 Dept: 100690 Rate: 0.0000																							
	1.00				1,615.38	W																	
TULLY, BRUCE E. File: 000128 Dept: 100690 Rate: 0.0000																							
	1.00				923.07	W																	
VATH, CARL File: 000142 Dept: 100690 Rate: 0.0000																							
	1.00				1,385.00	W																	
DEPT TOTAL 100690	5.00	REG .00 O/T .00	REG 3 HOURS 4	1,751.92	REG .00 EARNINGS 3	5,977.29	EARNINGS 5	7,729.21	GROSS	O/T .00 EARNINGS 4	800.74	FIT	446.54	SS	104.45	MED	208.39	STATE	173.92	LOCAL	4,086.36	TOTAL DEDUCTIONS	937.57

EARNINGS ANALYSIS: 208.39 30 OH
 STATUTORY DED. ANALYSIS: 173.92 122Y YOUNGSTOWN
 VOLUNTARY DED. ANALYSIS: 6.00 D DONTINS 430.64 G GARN 526.99 I INSPRE 3,122.73 W CHECK

PERSONNEL HOURS EARNINGS GROSS STATUTORY DEDUCTIONS VOLUNTARY DEDUCTIONS NET PAY

HILTON, MORRIS L.
 File: 000132
 Dept: 100700
 Rate: 740.80
 Dept: 400700

HOURS Reg O/T Hours 3&4
EARNINGS Reg O/T Earnings 3&4 Earnings 5
 607.46
GROSS 740.80
STATUTORY DEDUCTIONS Federal State/Local
 .00 FIT 20.34 PA
 45.04 SS 16.67 122Y
 10.53 MED
VOLUNTARY DEDUCTIONS
 574.62 W CHECK 14.33 I INSPRE
 59.27 K 401-K
NET PAY 320007 320007

SECKA, LUCY
 File: 000153
 Dept: 100700
 Rate: 961.54
 Dept: 200700
 Dept: 300700
 Dept: 400700
 Dept: 500700

HOURS Reg O/T Hours 3&4
EARNINGS Reg O/T Earnings 3&4 Earnings 5
 607.46
GROSS 740.80
STATUTORY DEDUCTIONS Federal State/Local
 .00 FIT 20.34 PA
 45.04 SS 16.67 122Y
 10.53 MED
VOLUNTARY DEDUCTIONS
 574.62 W CHECK 14.33 I INSPRE
 59.27 K 401-K
NET PAY 320007 320007

DEPT TOTAL
 100700
 .00 REG
 .00 O/T
 .00 HOURS 3
 .00 HOURS 4

STATUTORY DED. ANALYSIS: 27.29 30 OH 20.34 59 PA
 16.67 122Y YOUNGSTOWN
VOLUNTARY DED. ANALYSIS: 28.66 I INSPRE 59.27 K 401-K
 427.00

BAILEY, FRANK S.
 File: 000158
 Dept: 200675
 Clock: PART
 Rate: 7.0000

HOURS Reg O/T Hours 3&4
EARNINGS Reg O/T Earnings 3&4 Earnings 5
 607.46
GROSS 740.80
STATUTORY DEDUCTIONS Federal State/Local
 .00 FIT 20.34 PA
 45.04 SS 16.67 122Y
 10.53 MED
VOLUNTARY DEDUCTIONS
 574.62 W CHECK 14.33 I INSPRE
 59.27 K 401-K
NET PAY 320007 320007

GRENCI, MICHAEL
 File: 000082
 Dept: 200675
 Clock: PART
 Rate: 5.3000

HOURS Reg O/T Hours 3&4
EARNINGS Reg O/T Earnings 3&4 Earnings 5
 607.46
GROSS 740.80
STATUTORY DEDUCTIONS Federal State/Local
 .00 FIT 20.34 PA
 45.04 SS 16.67 122Y
 10.53 MED
VOLUNTARY DEDUCTIONS
 574.62 W CHECK 14.33 I INSPRE
 59.27 K 401-K
NET PAY 320007 320007

LASKAY, RONALD
 File: 000083
 Dept: 200675
 Rate: 720.80

HOURS Reg O/T Hours 3&4
EARNINGS Reg O/T Earnings 3&4 Earnings 5
 607.46
GROSS 740.80
STATUTORY DEDUCTIONS Federal State/Local
 .00 FIT 20.34 PA
 45.04 SS 16.67 122Y
 10.53 MED
VOLUNTARY DEDUCTIONS
 574.62 W CHECK 14.33 I INSPRE
 59.27 K 401-K
NET PAY 320007 320007



ADP Payroll Oil Register

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PERSONNEL

WHEATSON, LYNN M.

File: 000096

Dept: 200685

Rate: 846.40

Dept: 300685

Dept: 500685

HOURS
Reg O/T Hours 3&4

EARNINGS
Reg O/T Earnings 3&4 Earnings 5

GROSS
Federal State/Local

STATUTORY DEDUCTIONS

VOLUNTARY DEDUCTIONS

NET PAY

DEPT TOTAL 200685	.00 REG .00 O/T .00 HOURS 3 .00 HOURS 4	846.40 REG .00 EARNINGS 3 .00 EARNINGS 5	.00 O/T .00 EARNINGS 4 GROSS	846.40	86.05 FIT 51.59 SS 12.06 MED	19.24 OH	612.34 W CHECK 50.79 K 401-K	14.33 I INSPRE	1 Pays <input type="checkbox"/> .00
		211.60 42.32		846.40					Voucher# 320012 <input type="checkbox"/>

STATUTORY DED. ANALYSIS: 19.24 30 OH 50.79 K 401-K 612.34 W CHECK

VOLUNTARY DED. ANALYSIS: 14.33 I INSPRE 1384.61 W 177.76 FIT 38.43 OH 823.65 W CHECK 207.69 K 401-K

CAMERON, LINDA
File: 000147
Dept: 200690
Rate: 0.0000

	1.00	1384.61 W	177.76 FIT 85.85 SS 20.08 MED	38.43 OH 31.15 122Y	823.65 W CHECK	207.69 K 401-K	Voucher# 320013 <input type="checkbox"/>
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CANCELLI, CARMEN
File: 000148
Dept: 200690
Rate: 0.0000

	1.00	1615.38 W	256.24 FIT 92.35 SS 21.60 MED	48.39 OH 36.35 122Y	1002.26 W CHECK	125.96 I INSPRE	Voucher# 320014 <input type="checkbox"/>
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FLO, JAIME L.
File: 000157
Dept: 200690
Rate: 0.0000

	1.00	692.30 W	86.41 FIT 42.04 SS 9.84 MED	14.98 OH 15.58 122Y	509.12 W CHECK	14.33 I INSPRE	Voucher# 320015 <input type="checkbox"/>
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GOZUR, KAREN
File: 000099
Dept: 200690
Rate: 832.00

		582.40					
		208.00					
		41.60					

		832.00	59.77 FIT 50.70 SS 11.85 MED	19.80 OH	675.55 W CHECK	14.33 I INSPRE	Voucher# 320016 <input type="checkbox"/>
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YOUNGSTOWN RADIO LLC
Company Code: H8D

Batch: 2295
Period Ending: 08/08/1999
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PERSONNEL HOURS Reg O/T Hours 3&4 EARNINGS Reg O/T Earnings 3&4 Earnings 5 GROSS STATUTORY DEDUCTIONS Federal State/Local VOLUNTARY DEDUCTIONS NET PAY

PRIOR, MARY A. File: 000103 Dept: 200690 Rate: 712.80	Reg 384	O/T Hours	Reg 498.96	O/T Earnings 3&4	Earnings 5	GROSS 712.80	STATUTORY DEDUCTIONS Federal 53.85 FIT 44.19 SS 10.33 MED	State/Local 12.35 OH	VOLUNTARY DEDUCTIONS 592.08 W CHECK	NET PAY 320017
Dept: 300690 Rate: 500690			178.20							
			35.64							

RICE, DAVID File: 000149 Dept: 200690 Rate: 1846.15			1,846.15			1,846.15	176.25 FIT 114.46 SS 26.77 MED	67.69 OH 41.54 122Y	1419.44 W CHECK	Voucher# 320018
DEPT TOTAL 200690	3.00 REG .00 O/T .00 HOURS 3 .00 HOURS 4		3,390.95 REG .00 EARNINGS 3 3,692.29 EARNINGS 5		.00 O/T .00 EARNINGS 4 7,083.24 GROSS		810.28 FIT 429.59 SS 100.47 MED 201.64 STATE 124.62 LOCAL		5,416.64 TOTAL DEDUCTIONS	6 Pays .00

INGRAM, CHRISTIE File: 000150 Dept: 300690 Rate: 0.0000	1.00		400.00			400.00	26.70 FIT 23.91 SS 5.59 MED	4.29 OH 9.00 122Y	14.33 I INSPRE	Check# 2365
DEPT TOTAL 300690	1.00 REG .00 O/T .00 HOURS 3 .00 HOURS 4		.00 REG .00 EARNINGS 3 400.00 EARNINGS 5		.00 O/T .00 EARNINGS 4 400.00 GROSS		26.70 FIT 23.91 SS 5.59 MED 4.29 STATE 9.00 LOCAL		14.33 TOTAL DEDUCTIONS	1 Pays 316.18

EARNINGS ANALYSIS:	3,692.29	W	201.64	30 OH	124.62	122Y	YOUNGSTOWN	240.00	K	401-K	5,022.12	W	CHECK
STATUTORY DED. ANALYSIS:	154.52	I	INSPRE										

EARNINGS ANALYSIS:	400.00	W	4.29	30 OH	9.00	122Y	YOUNGSTOWN	14.33	I	INSPRE			
STATUTORY DED. ANALYSIS:	14.33	I	INSPRE										

CAMPANA, VINCENT File: 000101 Dept: 400675 Rate: 783.20			783.20			783.20	100.04 FIT 47.67 SS 11.14 MED	18.65 OH 17.62 122Y	14.33 I INSPRE	Check# 2366
DEPT TOTAL 300690	1.00 REG .00 O/T .00 HOURS 3 .00 HOURS 4		.00 REG .00 EARNINGS 3 400.00 EARNINGS 5		.00 O/T .00 EARNINGS 4 400.00 GROSS		26.70 FIT 23.91 SS 5.59 MED 4.29 STATE 9.00 LOCAL		14.33 TOTAL DEDUCTIONS	1 Pays 573.75

YOUNGSTOWN RADIO LLC Company Code: H8D	Batch: 2295	Period Ending: 08/08/1999	Week 32
		Pay Date: 08/13/1999	Page 7



Youngstown Radio LLC
Company Code: H8D

Batch: 2295
Period Ending: 08/08/1999
Pay Date: 08/13/1999

Week 32
Page 7

PERSONNEL HOURS EARNINGS GROSS STATUTORY DEDUCTIONS VOLUNTARY DEDUCTIONS NET PAY

PERSONNEL	Reg	O/T	Hours	3&4	Reg	O/T	Earnings	3&4	Earnings	5	GROSS	Federal	State/Local	VOLUNTARY DEDUCTIONS	NET PAY
DAVIS, CHARLENE I.	44.50			34.4	287.00		42.00	R			309.00	.00 FIT	2.24 OH		2367 <input type="checkbox"/>
File: 000056												19.16 SS	6.95 122Y		
Dept: 400675												4.48 MED			
Clock: PART															
Rate: 6.0000															
JUDIN, JODI LYNN	28.00				196.00						196.00	14.11 FIT	1.39 OH		2368 <input type="checkbox"/>
File: 000118												12.16 SS	4.41 122Y		
Dept: 400675												2.84 MED			
Clock: PART															
Rate: 7.0000															
KOPP, FRED E.	36.50				244.55						244.55	21.39 FIT	2.41 OH		2369 <input type="checkbox"/>
File: 000119												15.16 SS	5.50 122Y		
Dept: 400675												3.54 MED			
Clock: PART															
Rate: 6.7000															
PASCARELLA, ALEX J.	2.00				15.04		90.00	T			105.04	.00 FIT	.65 OH		2370 <input type="checkbox"/>
File: 000068												6.51 SS	2.36 122Y		
Dept: 400675												1.53 MED			
Clock: PART															
Rate: 7.5200															
PATRICK, DONALD M.					911.20						911.20	97.32 FIT	24.85 OH	14.33 I INSPRE	93.99 <input type="checkbox"/>
File: 000133												55.60 SS	20.50 122Y		
Dept: 400675												13.01 MED			
Clock: PART															
Rate: 911.20															
SHECKELHOFF, JOHN	27.50				165.00						165.00	.00 FIT	1.13 OH		2372 <input type="checkbox"/>
File: 000159												10.23 SS	3.71 122Y		
Dept: 400675												2.39 MED			
Clock: PART															
Rate: 6.0000															
DEPT TOTAL	138.50	REG			2,581.99	REG			.00	O/T		232.86 FIT		28.66	TOTAL DEDUCTIONS
400675	.00	O/T			132.00	EARNINGS	3		.00	EARNINGS	4	166.49 SS			7 Pays <input type="checkbox"/>
	.00	HOURS	3		.00	EARNINGS	5		2,713.99	GROSS		38.93 MED			2,134.68 <input type="checkbox"/>
	.00	HOURS	4									51.32 STATE			
												61.05 LOCAL			147.54 <input type="checkbox"/>
EARNINGS ANALYSIS:	42.00	R	RETRO		90.00	T	TAXPRP								
STATUTORY DED. ANALYSIS:	51.32	30	OH		61.05	122Y	YOUNGSTOWN								
VOLUNTARY DED. ANALYSIS:	28.66	1	INSPRE												
ALTEMUS, EUGENE F.	1.00				230.76	W					230.76	.00 FIT	.92 OH	67.54 I INSPRE	2373 <input type="checkbox"/>
File: 000051												10.12 SS	5.19 122Y		
Dept: 400690												2.36 MED			
Rate: 0.0000															

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

PERSONNEL: CAPARANIS, JOHN T. **Reg:** 1.00 **O/T:** Hours 3&4 **Earnings:** Reg **O/T:** Earnings 3&4 **Earnings:** 5 **Gross:** 323.07 **W:** **STATUTORY DEDUCTIONS:** Federal State/Local **VOLUNTARY DEDUCTIONS:** 9.69 K 401-K **NET PAY:** 278.27
 File: 000114 Dept: 400690 Rate: 0.0000 323.07 .00 FIT 20.03 SS 3.12 OH 7.27 122Y 4.69 MED 77.23 TOTAL DEDUCTIONS Check# 2374
 278.27 2 Pays 422.90

DEPT TOTAL: 400690 2.00 REG .00 REG .00 O/T .00 FIT 30.15 SS 7.05 MED 4.04 STATE 12.46 LOCAL 77.23 TOTAL DEDUCTIONS 2 Pays 422.90
 .00 O/T .00 HOURS 3 553.83 EARNINGS 5 553.83 GROSS 7.05 MED 4.04 STATE 12.46 LOCAL

EARNINGS ANALYSIS: 553.83 **W:** 4.04 30 OH 12.46 122Y YOUNGSTOWN 9.69 K 401-K
STATUTORY DED. ANALYSIS: 12.46 **INSPRE** 67.54 9.69

COMPANY TOTAL HOURS EARNINGS STATUTORY DEDUCTIONS VOLUNTARY DEDUCTIONS NET PAY

COMPANY CODE H8D		EARNINGS 407.50 REG .00 O/T .00 HOURS 3 .00 HOURS 4		24,628.66 REG 612.00 EARNINGS 3 10,623.41 EARNINGS 5 .00 O/T .00 EARNINGS 4 35,864.07 GROSS		STATUTORY DEDUCTIONS 3,897.95 FIT 2,147.82 SS 502.29 MED 936.40 STATE 593.51 LOCAL		VOLUNTARY DEDUCTIONS 16,106.54 TOTAL DEDUCTIONS		NET PAY 45 Pays <input type="checkbox"/> 11,679.56	
----------------------------	--	--	--	--	--	--	--	---	--	---	--

EARNINGS ANALYSIS: 42.00 R RETIRO 570.00 T TAXPRP		140.44 59 PA		10,623.41 W	
STATUTORY DED. ANALYSIS: 795.96 30 OH 593.51 122Y YOUNGSTOWN		508.27 G GARN 446.07 X CHECK		1,222.27 I INSPRE	
VOLUNTARY DED. ANALYSIS: 10.00 D DONINS 13,063.19 W CHECK		27 FLAGGED: 18 NET CASH PAYS 1,000.00 OR MORE		4 STARTING CHECK NUMBER: 2348 6 ENDING CHECK NUMBER: 2374	

NET PAYROLL: 11,679.56
TOTAL DEPOSITS: 13,509.26
NET VOIDS: .00
NET CASH: 25,188.82

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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: (i) that certain Phase I Environmental Site Assessment of Connoisseur Communications Radio Stations (Knox Street site, Leo Avenue site and South Range Road parcel) dated October 30, 1997 prepared by GaiaTech, Inc.; and (ii) 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-13988	To Be Assigned	To Be Determined as To Be Determined	To 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 as to Parcels 1 thru 3 inclusive and an Easement as to Parcel No. 4

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 Mortgage, recorded on _____, 1998 as Instrument No. _____ in the Official Records of Mahoning County, Ohio.

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

PARCEL NO. 1: Situated in the City of Youngstown, County of Mahoning and State of Ohio, and known as being a part of Outlot Nos 884 and 886 in said City of Youngstown and being further bounded and described as follows: Beginning at an iron pin set at the intersection of the westerly right-of-way line of Schenley Avenue and the northerly right-of-way line Interstate I-680; THENCE along said Interstate I-680 right-of-way line, North 64 degrees 59 minutes 36 seconds West a distance of 541.69 feet to an iron pin set; THENCE North 02 degrees 55 minutes 19 seconds East a distance of 479.57 feet to an iron pin set; THENCE South 87 degrees 04 minutes 41 seconds East a distance of 501.95 feet to an iron pin set; THENCE along a projection of said Schenley Avenue right-of-way line and said right-of-way line, South 02 degrees 55 minutes 19 seconds West a distance of 683.23 feet to the Point of Beginning and containing within said bounds 6.700 acres of land.

A subdivision of this land was made under the supervision of Haven R. Grover, Registered Surveyor No. 6971, of Western Reserve Land Consultants, in December of 1993.

PARCEL NO. 2: Situated in the Township of Springfield, (T-9, R-1) County of Mahoning, State of Ohio, being known as part of Section No. 17 and being more fully bounded and described as follows: Commencing at a monument found at the centerline intersection of Galcier Road (a 60.00' foot road) with Springfield Road

SCHEDULE A
Loan Form

This Policy valid only if Schedule B is attached.

**CHICAGO TITLE INSURANCE COMPANY
PRO FORMA POLICY**

SCHEDULE A (continued)

Office File No.: 97D-13958

Policy No.: To Be Assigned

(CR 167) (a 60.00' foot road), said monument also being the southwest corner of Section 17; Thence N 01° 41' 04" W along the westerly line of said Section and the centerline of said Springfield Road a distance of 456.29' feet to a point on the intersection of said centerline and Section line with the northeasterly right-of-way line of the Ohio Turnpike; Thence S 78° 30' 59" E along said right-of-way line a distance of 904.04' feet to a point on said right-of-way line, said point being distant 135.00' feet and at right angles to the centerline of said Ohio Turnpike as shown in Mahoning County Records Plat Volume 33, Page 22 and the true place of beginning; Thence N 01° 25' 58" W, and crossing over a witness pin found at 24.35' feet, a distance of 1043.95' feet to an iron pin found; Thence S 87° 04' 46" E along a line a distance of 1024.03' feet to an iron pin found; Thence S 01° 54' 53" E along a line a distance of 754.61' feet to an iron pin found; Thence S 58° 08' 22" W along a line a distance of 380.00 feet to an iron pin found; Thence S 01° 51' 38" E, and crossing over a witness pin found at 347.27' feet, a distance of 373.31' feet to a point on the northerly right-of-way line of foresaid Ohio Turnpike, said point being 120.00' feet distant and at right angles to the centerline of the said Ohio Turnpike; Thence N 78° 30' 59" W along the northerly right-of-way line of said Ohio Turnpike a distance of 209.47 feet to a point on said line; Thence N 01° 25' 58" W and continuing along said northerly right-of-way line a distance of 15.39' feet to a point, said point being distant 139.00' feet and at right angles to the aforementioned centerline of the Ohio Turnpike; Thence N 78° 30' 59" W and continuing along said northerly right-of-way line a distance of 457.62' feet to the true place of beginning and containing within said bounds 22.998 acres more or less.

Bearings as called are used to denote angles only and are relative to this description.

A survey of this description was made by Daniel E. Susany, P.S. No. 6927 in October, 1994

PARCEL NO. 3: Situated in the City of Youngstown, County of Mahoning, State of Ohio, and known as a part of Outlot 535 according to the latest enumeration of lots in said City and further described as follows:

Beginning at an iron pin in the northerly right-of-way of Knox Street which is 395 feet from the intersection of the northerly right-of-way of Knox Street with the centerline of South Avenue; thence continuing along the northerly right-of-way of Knox Street N 89° 59' 40" W a distance of 274.88 feet to an iron pin; thence N 0° 02' 36" E a distance of 279.51 feet to an iron pin; thence N 89° 27' 51" E a distance of 239.99 feet to an iron pin; thence S 0° 02' 19" W a distance of 96.01 feet to an iron pin; thence S 89° 52' 46" E a distance of 35.02 feet to an iron pin; thence S 0° 04' 52" W a distance of 185.70 feet to the point of beginning and containing 1.696 acres of land, be the same more or less, but subject to all legal highways as shown by a survey by Technical Land Consultants, Del E. Jones, P.S. No. 6863, dated May 9, 1988, filed for record May 13, 1988 @ 1:10 PM and recorded in Plat Book 79, Page 225 of Mahoning County Records.

~~PARCEL NO. 4: Situated in the Township of Boardman, County of Mahoning and State of Ohio, and known as being Lot No. 3 in Replat of Lot No. 2 of Claudius Kabanov Plat No. 1, a subdivision of a part of Original Boardman Township, as shown by the recorded plat of said subdivision in Volume 43 of Maps, Page 80, of Mahoning County Records.~~

~~Said Lot No. 3 has a frontage of 116.17 feet on the northeasterly side of South Avenue, and extends back 430.65 feet on the northerly line, 434.65 feet on the southerly line and has a rear line of 100 feet, as appears by said plat, be the same more or less, but subject to all legal highways.~~

CHICAGO TITLE INSURANCE COMPANY
PRO FORMA POLICY

SCHEDULE B

Office File No.: 97D-13958

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. MEMORANDUM OF LEASE (Governing Parcel No. 1): By and between Connoisseur Communications of Youngstown, L.P., and Naegle Outdoor Advertising, Inc., dated 6/6/95, received for record 6/7/95, at 12:10 PM, and recorded in OR Volume 2562, Page 266 of Mahoning County Records SEE COMMITMENT.
3. RIGHT OF WAY AND EASEMENT FOR SEWER PURPOSES (Governing Parcel No. 1): From Youngstown Sheet and Tube Company, to City of Youngstown, Ohio, dated 4/24/78, received for record 6/14/78, at 11:05 AM, and recorded in Volume 190, Page 263 of Mahoning County Records. As shown on a survey by Technical Land Consultants by Del Everett Jones, Registered Surveyor No. 6863, dated October 21, 1994 SEE COMMITMENT.
4. APPROPRIATION OF THE STATE OF OHIO FOR EASEMENTS (Governing Parcel No. 1): Dated 8/4/66, received for record 9/8/66, at 1:46 PM, and recorded in Deed Volume 1096, Page 117 of Mahoning County Records. As shown on a survey by Technical Land Consultants by Del Everett Jones, Registered Surveyor No. 6863, dated October 21, 1994 SEE COMMITMENT.
- ~~5. LEASE AND BUY-OUT OPTION FOR PERMANENT EASEMENT (Governing Parcel No. 5): By and between WHOT, Inc., and Nicholas and Martha L. Kobasov, dated 5/3/91, received for record 5/16/91, at 8:21 AM, and recorded in OR Volume 1383, Page 98 of Mahoning County Records SEE COMMITMENT.~~

Countersigned

Authorized Signatory

Schedule B of this Policy consists of 3 pages.

SCHEDULE B
Loan Form

CHICAGO TITLE INSURANCE COMPANY
PRO FORMA POLICY

SCHEDULE B (continued)

Office File No.: 97D-13958

Policy No.: To Be Assigned

- ~~6. ASSIGNMENT OF LEASE AND BUY-OUT OPTION FOR PERMANENT EASEMENT (Governing Parcel No. 5) By and between WHOT, Inc. an Ohio Corporation, and Connoisseur Communications of Youngstown, L.P., a Delaware Limited Partnership, dated 10/13/94, received for record 10/14/94, at 3:43 PM, and recorded in OR Volume 3383, Page 326 of Mahoning County Records. SEE COMMITMENT.~~
7. ~~EASEMENT FOR HIGHWAY PURPOSES (Governing Parcel No. 6) From Nicholas Kobanov and Martha L. Kobanov to State of Ohio, dated 1/30/63, received for record 5/1/63, at 8:45 AM, and recorded in Volume 10, Page 565 of Mahoning County Records. As shown on a survey by Technical Land Consultants by Del Everett Jones, Registered Surveyor No. 6863, dated October 21, 1994. SEE COMMITMENT.~~
- ~~8. NOTE (Governing Parcel No. 6) On the Replat of Claudius Kobanov Plat No. 1, which plat is recorded in Volume 43, Page 80, Mahoning County Records of Plats, is shown a 10 foot drainage easement running across the southeasterly corner of caption premises. As shown on a survey by Technical Land Consultants by Del Everett Jones, Registered Surveyor No. 6863, dated October 21, 1994.~~
9. Governing Parcel No. 1:
TAXES appear in the name of Connoisseur Communications of Yo. L.P.
PERMANENT PARCEL NO: 53 183 0 002.01 Pt. OL 886 & 884
Land Value: \$ 3,540.00 Building Value: \$ -0-
Total Value: \$ 3,540.00 6.700 acres
Taxes for the first half of 1997 in the amount of \$103.90 are paid. No special assessments appear on the 1997 general tax duplicate. Taxes for the second half of 1997 are a lien and not yet due or payable. Additions, if any, which may hereafter be made by legally constituted authorities.
10. Governing Parcel No. 2:
TAXES appear in the name of CONNOISSEUR COMMUNICATIONS
PERMANENT PARCEL NO: 01-172-0-005.01 Lot No. Sec 17
Land Value: \$ 4,760 Building Value: \$ -0-
Total Value: \$ 4,760 10.300 Ac
Taxes for the first half of 1997 in the amount of \$102.28 are paid. Taxes for the second half of 1997 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 3 pages.

CHICAGO TITLE INSURANCE COMPANY
PRO FORMA POLICY



SCHEDULE B (continued)

Office File No.: 97D-13958

Policy No.: To Be Assigned

11. Governing Parcel No. 2:

TAXES appear in the name of DONOGHUE, PATRICK M.
PERMANENT PARCEL NO: 01-172-0-006.00 Lot No. Sec 17
Land Value: \$ 5,920 Building Value: \$ -0-
Total Value: \$ 5,920 12.700 Ac

Taxes for the first half of 1997 in the amount of \$127.20 are paid. Taxes for the second half of 1997 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.

12. Governing Parcel No. 3:

TAXES appear in the name of CONNOISSEUR COMMUNICATION OF YO. LP
PERMANENT PARCEL NO: 53 048 0 024 Out Lot 535
Land Value: \$ 7,390.00 Building Value: \$ 34,370.00
Total Value: \$ 41,760.00 1.690 acres

Taxes for the first half of 1997 in the amount of \$1,225.64, together with a special assessment for Emergency 91 of \$1.48, for a total of \$1,227.12 are paid. Taxes for the second half of 1997 are a lien, and not yet due or payable. Additions, if any, which may hereafter be made by legally constituted authorities.

~~13. Governing Parcel No. 4:~~

~~TAXES appear in the name of Kohaner, Nicholas B.M.L.
PERMANENT PARCEL NO: 29 013 0 004 Lot No. 3
Land Value: \$ 6,370.00 Building Value: \$ 15,540.00
Total Value: \$ 21,910.00 118 X 425 Irs.~~

~~Taxes for the first half of 1997 in the amount of \$521.71, together with a special assessment for Emergency 911 of \$1.48, for a total of \$523.19 are paid. Taxes for the second half of 1997 are a lien, and not yet due or payable. 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 3 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/YY) 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.	
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> 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 fire) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP 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 <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	73257891	08/19/1998	08/19/1999	COMBINED SINGLE LIMIT (Ea 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 \$ AGG \$
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 LIMIT <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 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 <u>030</u> 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
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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.

Cocom, LLC, Etal. (Location List and Values of Covered Property)
 Itemized Values as of 8/18/08

Address	BUILDING	CONTENTS	EQUIPMENT	TOWERS	INCOME/EE	MOBILE	EDP	MEDIA VAL.	PAPERS	FLOOD	QUAKE	EMP	DISH	MONEY	TOTALS
4250 Leo St, Youngstown, OH	20,000		100,000	70,000	1,500,000										1,690,000
418 Knox St, Youngstown, OH	400,000		300,000	180,000											880,000
198 Chardon Rd., Jefferson Twp, PA	30,000	100,000	152,350	341,000											573,350
7088 McKelvin Rd SE, Brookfield, OH			40,000	25,000											65,000
123 Tower Rd, Grove City, PA, Vacant Land															0
1908 State Line Rd, Masury, OH	20,000		50,000	105,000											175,000
Lincoln & Linden Streets, Brookfield Twp, OH	deleted														0
6874 Stroud Dr, Brookfield Twp, OH	49,500		128,700	8,100											186,300
Springfield Rd, 100' SE of OH Tpk, Springfield OH - Vacant Land															
Springfield Rd, 100' SE of OH Tpk, Springfield OH - Vacant Land															

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

None.