

AMENDMENT TO MUTUAL CONSENT AGREEMENT

This Amendment to Mutual Consent Agreement (the "Amendment") is made as of August 7, 2006, by and between CAPSTAR TX LIMITED PARTNERSHIP ("Capstar"), and EDUCATIONAL MEDIA FOUNDATION ("EMF").

WHEREAS, EMF and Capstar are parties to a certain Mutual Consent Agreement dated as of April 10, 2006 (the "Consent Agreement") where the parties jointly consented to their mutual upgrade of their stations, KYLR(FM) (formerly KQJZ), Hutto, Texas and KIIZ-FM, Killeen, Texas, respectively, to the equivalent of 6 kilowatts ("kW") effective radiated power ("ERP"); and

WHEREAS, pursuant to the Consent Agreement, EMF filed an application with the Federal Communications Commission (the "FCC") for a construction permit for the minor modification of KYLR, FCC File No. BPED-20060510ABG (the "KYLR Application") and Capstar filed an application with the FCC for a construction permit for the minor modification of KIIZ-FM, FCC File No. BPH-20060510ABD (the "KIIZ-FM Application"); and

WHEREAS, the purpose of this Amendment is to clarify and acknowledge the limitations of each station's future expansion upon approval and completion of the 6 kW ERP upgrade.

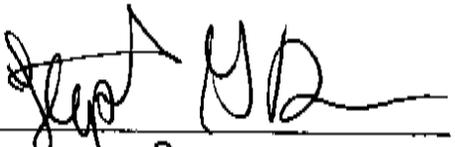
NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties, and upon the mutual promises and covenants made herein, the parties hereto agree to amend the Consent Agreement as follows:

1. The following provision shall be amended as follows:
 - a. The provisions of Section 3 of the Consent Agreement are amended to add the following language to end of the existing Section 3:

"EMF and Capstar acknowledge that grant of the KIIZ-FM Application would foreclose any future opportunity for KYLR to operate with the maximum Class A facility of 6.0 kW ERP/100 meters height above average terrain (or the equivalent) from its present site, and conversely that grant of the KYLR Application would foreclose any future opportunity for KIIZ-FM to operate with maximum Class A facilities from its present site, should a future application by either station cause increased interference within the opposite station's expanded service contour."
2. This Amendment shall not be deemed to amend or otherwise modify any other provisions of the Consent Agreement, except as expressly set forth above.
3. This Amendment may be executed in counterpart pages, and each such counterpart page, when executed, shall constitute one and the same original signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Mutual Consent Agreement as of the date first written above, intending to be bound hereby.

CAPSTAR TX LIMITED PARTNERSHIP

By: 
Steve Davis
SVP, Engineering

EDUCATIONAL MEDIA FOUNDATION

By: _____
Richard Jenkins
President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Mutual Consent Agreement as of the date first written above, intending to be bound hereby.

CAPSTAR TX LIMITED PARTNERSHIP

By: _____

EDUCATIONAL MEDIA FOUNDATION

By: 
Richard Jenkins
Vice President


Joseph Miller
Treasurer