

**First Amendment to
Stock Purchase Agreement**

This First Amendment, made this ____ day of October, 2001 by and between **Johnny Appleseed Broadcasting Company**, an Ohio corporation (“JABC”), **Mid-State Television, Inc.**, an Ohio corporation (“Mid-State”), and **Gunther S. Meisse**, (“Meisse”) (hereinafter collectively referred to as “Purchasers”) and **H. James Hire, Robert Mabee, Charles J. Hire, Phyllis F. Hire, Roscoe W. Webster, John S. Hire, Christine Schwein, Charles J. Hire, Trustee and Phyllis F. Hire, Trustee** (hereinafter collectively referred to as “Sellers”).

WHEREAS, the Parties have entered into a Stock Purchase Agreement on October ____, 2001 (“Agreement”).

WHEREAS, Article IX of the Agreement permits the Parties to amend the Agreement if said amendment is in writing;

WHEREAS, the Parties now desire to amend said Agreement; and

WHEREAS, the Parties under Article I, Section 1, paragraph A, are required to agree upon the Purchase Price for the Shares being sold by Sellers to Purchasers within thirty (30) days of signing the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree, subject to and upon the terms and

conditions and on the basis of the representations and warranties and covenants hereinafter set forth, as follows:

1. The undersigned hereby amend the Agreement by deleting Section 1, Paragraph A, of Article I in its entirety and substituting therefore the following new Paragraph A:

A. Purchase Price. The dollar amount of the Purchase Price to be paid to each Shareholder for their Shares is listed on Exhibit A, which is attached hereto and made a part hereof.

2. The undersigned hereby amend the Agreement at Article IX by adding a new Section 9.11 to read as follows:

Section 9.11. Documents to be Delivered at Closing by Sellers and Purchasers.

1. Sellers:

- A. Certified Board of Directors' and Shareholders' Minutes authorizing JABC to enter into this Stock Purchase Agreement.
- B. Delivery of all the shares sold herein duly executed by the Selling Party.
- C. Memorandum of Trust by Trustees, Charles J. Hire and Phyllis F. Hire, authorizing the sale of assets held in Trust.

- D. Resignations and Separating and Release Agreements by all of the Sellers who are directors, officers and/or employees of JABC, Mid-State Television, GSM Media Corporation and Musi-Tronix Services, Inc.
- E. Sellers' Certificate of current status of Sellers' representations and warranties.
- F. Delivery of corporate record books of JABC, Musi-Tronix Services, Inc. and GSM Media Corporation.

2. Purchasers:

- A. Delivery of Purchase Price.
- B. Payment of all Note Payables, including unpaid interest, to Sellers and children of Sellers from JABC, Mid-State Television and GSM Media Corporation.
- C. Title to the GMC Yukon shall be delivered to H. James Hire, subject to Richland Bank lien.
- D. Purchasers' Certificate of current status of Purchasers' representations and warranties.

All other provisions of the Agreement not specifically amended herein are hereby reaffirmed.

Signed the day and year first above written.

Purchasers:

Johnny Appleseed Broadcasting Company:

By: _____
Charles J. Hire Chairman

Mid-State Television, Inc.:

By: _____
Gunther S. Meisse, President

Gunther S. Meisse

Sellers:

H. James Hire

Robert Mabee

Charles J. Hire

Phyllis F. Hire

Roscoe W. Webster

John S. Hire

Christine Schwein

Charles J. Hire, Trustee

Phyllis F. Hire, Trustee

