

## AMENDMENT TO OPTION AGREEMENT

**THIS AMENDMENT** is dated this 7<sup>th</sup> day of January, 2004, by and between **SUSQUEHANNA KANSAS CITY PARTNERSHIP**, a Pennsylvania general partnership (hereinafter "Susquehanna") and **JESSCOM, INC.**, a Missouri corporation (hereinafter "Jesscom");

### **WITNESSETH:**

**WHEREAS**, 1051FM, L.L.C. is a Kansas limited liability corporation (the "Company") that owns and operates Radio Station KFME-FM, Garden City, Missouri, FCC Facility No. 87565;

**WHEREAS**, Susquehanna is a member of the Company, owning forty (40) ownership units which constitutes forty percent (40%) of the total number of issued and outstanding units of the Company;

**WHEREAS**, Jesscom is also a member of the Company, owning sixty (60) ownership units ("Jesscom's Units") which constitutes sixty percent (60%) of the total number of issued and outstanding units of the company;

**WHEREAS**, Susquehanna and Jesscom entered into an Option Agreement dated February 15<sup>th</sup>, 2001 (hereinafter the "Agreement"), pursuant to which Jesscom granted Susquehanna an option to purchase all of Jesscom's Units under certain terms and conditions;

**WHEREAS**, the parties desire to amend the Agreement to reflect the parties' intention that Susquehanna intends to purchase Jesscom's Units under terms and conditions different from those set forth in the Agreement.

**NOW, THEREFORE**, the parties, intending to be legally bound, hereby agree as follows:

A. Section 1 of the Agreement is amended as follows:

"1. Option. Jesscom hereby gives, grants, transfers and conveys to Susquehanna, and its successors and assigns, commencing on the date of execution of this Agreement and continuing for a period of five business days thereafter (the "Option Period") the exclusive right, privilege and option to purchase (the "Option"), on the terms and conditions hereinafter set forth,

all of Jesscom's Units in the Company. In the event that the Option is not exercised within the Option Period, Jesscom shall have the right (i) to buy Susquehanna's Units using the same valuation procedures as set forth in Section 2 below (Jesscom's Option") or (ii) to sell the Station or its Units to a third party provided, however, that no sale of Units shall be permitted unless all outstanding Units are sold. Jesscom and Susquehanna each agree that they will not encumber Susquehanna's or Jesscom's Units or otherwise pledge Jesscom's Units or Susquehanna's Units from the date of execution of this Agreement and for a period of four (4) years thereafter without the written consent of the other party.

Should Susquehanna exercise the Option, Jesscom's Units shall be assigned, transferred and conveyed by Jesscom to Susquehanna at Closing, by good and sufficient bill of sale and/or other documents of transfer, free and clear of all liens, charges, encumbrances, debts, liabilities and obligations whatsoever."

B. Section 2 of the Agreement is amended as follows:

"2. Exercise of Option. In the event that Susquehanna exercises its Option, or Jesscom exercises Jesscom's Option, the purchase price ("Purchase Price") payable in cash at Closing shall be determined as follows:

The valuation for the Station that shall be used shall be \$25,000,000.00. Therefore, in the event Susquehanna exercises its Option, Susquehanna shall be required to pay Jesscom for Jesscom's Units the sum of \$15,000,000.00, and Jesscom's Option shall terminate; and in the event Jesscom exercises its Option, Jesscom shall be required to pay Susquehanna for Susquehanna's Units the sum of \$10,000,000.00, and Susquehanna's Option shall terminate.

C. The Schedules for the Agreement shall be as attached hereto as Attachment A.

D. This Amendment is effective as of the date first set forth above.

E. Except as changed by this Amendment, the terms of the Agreement shall remain in full force and effect.



*Attachment A*

## **Schedule 4.7**

### **Authorizations**

KFME-FM, Garden City, MO, Facility No. 87565

BMPH-20010420ABA (granted, petition for reconsideration pending)

BLH-20010620AAM (pending)

BXPH-20021213ABH (granted)

BXLH-20030620AAR (pending)

WPSL490

## **Schedule 5.3**

### **Authorizations**

KFME-FM, Garden City, MO, Facility No. 87565

BMPH-20010420ABA (granted, petition for reconsideration pending)

BLH-20010620AAM (pending)

BXPH-20021213ABH (granted)

BXLH-20030620AAR (pending)

WPSL490

**Schedule 5.4**

**Contracts**

**See Attached**

**1051FM, LLC Contracts**

File #	Vendor Name	Pupose/Description	Start	End	Term	Terms	Amount	Contract Number	A/I
FM001	American Tower	Lease for tower space	02/12/01	01/21/21	Monthly	Cash	\$4,500.00		A
FM003	Computer Concepts Corporation	Maestro/DCS/Voicetracker/Support	03/08/01	TBD	Monthly	Cash	\$90.95	TL030801	A
FM005	RCS	Sound Software	04/01/01	04/01/06	Monthly	Cash	Y1&2 \$200 Y3 \$225 Y4 \$250 Y5 \$275		A
*FM006	IQ Television Group	Promotional Campaign Package	01/09/03	02/07/04	Two payments	cash	\$12,500.00		Note 1
FM007	The Kansas City Star	Permission for Web Picture	03/29/01	30 days notice	Link and mention	Trade			A
FM008	Prarie Public Broadcasting	Permission for call letters KFME	04/09/01			Cash	\$2,500.00		Note 2
FM010	Westwood One	<b>VH-1 Hot AC and CI Rock</b> <b>**MUST CANCEL 90 days prior to end date March 25,or auto renews **</b>	07/01/01	auto renew		barter	14 mns cmcl inv, + min 12 shows, 6 cm mns withn.		
FM011	ReelWorld	<b>Jingles/ can extend 60 days prior for 15% payment</b>	06/08/03	06/08/04		Cash	\$6,800.00		A
FM013	Verizon Wireless	Cellcast White van	06/21/01	06/21/02	Monthly	Cash	\$99.00		A
FM014	Space Bank Mini Storage	Storage for E-Fm water	06/21/01	TBD	Monthly	Cash	\$180.00		A
FM015	GMAC	Black Van Lease	06/28/01	05/28/03	Monthly	Cash	\$430.00		A
FM016	BMI	Music License	06/18/01	TFN					A
FM017	Ascap		06/18/01	TFN					A
FM020	DG Systems	CM receive/playback system	08/27/01	TFN-30 days notice	No cost				A
FM022	School Closing Cooperative	Notification of school closings	winter03-04		One Time	Cash	Est \$250.00		
FM023	Metro Networks	News and Traffic	03/10/03	03/09/05	15 spots per week	Barter			A
FM024	MannGroup Radio services	12 inch Saturday NightAuto renewal unless written notification within 60 days prior to October 24	10/22/01	auto renew	24 ads per show	Barter			A
FM025	BDS/Jones Radio Network	Music Information	11/12/01	auto renew	7mns per week 6a-mid	barter			A
FM026	Cingular Wireless	Cellcast Black Van (change from Verizon)	11/14/01	11/13/02	Monthly	Cash	\$102.98		A
FM027	Arbitron	Arbitrends	07/01/01	03/31/05	Monthly	Cash			A
FM029	Bill Ireland & Assoc(moved from Jesscom)	Security System	03/01/01	03/01/04	First Payment	Cash	\$540.35		Note 3
	"	"	"	"	Monthly	Cash	\$29.00		"
FM033	FCC/Cores	Commission Registration System	12/3/2001	TFN					A
FM036	William Morris	Doug Paul/Station Voice	4/1/2002	3/31/2003	Monthly	Cash	\$500.00	Addlpages \$125.00	A
FM044	GMAC	Van	10/18/2002	10/17/2005	35 months/mnthly amnt	Cash	\$ 493.25		A
FM045	KAB	Amber Alert Plan	10/8/2002	TFN			0		A
FM047	Richland towers	Back up Tower	8/1/2003	7/30/2018	Monthly	Cash	\$ 3,225.00		A
FM049	US Patent Office	"Retro To Right Now"	12/10/2002	12/10/2008	Must file continuance as of End date				A
FM052	Megatrax	production CD's	4/4/2003	7/31/2005					
		<b>***CD's MUST BE RETURNED**</b>	8/1/2003	7/31/2005	1 mn/day 5AM to10PM	barter			A
FM054	Kelly Brides Productions	Station Voice	8/1/2003	Mnth/Mnth	Two week notice for cancellation	Cash	\$ 250.00		A
FM055	Jesscom.net	Web site/Auto renews after 2 years for 2 more	4/1/2001	4/1/2003	Monthly	Cash	\$ 4,635.00		Note 4
FM056	Walnut Realty	Building Space Lease	4/1/2001	3/31/2010	Monthly	Cash	6750.00+overages		Note 5

Note 1 \$12,500 has already been paid

Note 2 \$2,500 fee was a one-time payment that has been made by 1051FM, LLC

Note 3 Jesscom, Inc. will cause this agreement to be terminated with respect to 1051FM, LLC at closing

Note 4 Subject to the side letter between Jesscom, Inc. and Susquehanna Kansas City Partnership

Note 5 Jesscom, Inc. will cause this agreement to be terminated with respect to 1051FM, LLC at closing. Further subject to the side letter between Jesscom, Inc. and Susquehanna Kansas City Partnership.

**Schedule 5.5**

**Litigation or Other Administrative Proceedings**

None, other than as indicated in Schedule 4.7

**Schedule 5.5**

**Labor Matters**

None

**Schedule 6.6**

**Claims, Investigations, Actions, Suits or Administrative,  
Arbitration or Other Proceedings**

None, other than as indicated in Schedule 4.7