

## FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This First Amendment to Asset Purchase Agreement ("Amendment") is made and entered into this 29<sup>th</sup> day of September 2008, by and between **University of the Pacific**, a California nonprofit corporation and private institution of higher education ("Seller"), and **California State University, Sacramento** ("Buyer"), a California public institution of higher education.

### WITNESSETH:

WHEREAS, Buyer and Seller entered into an Asset Purchase Agreement as of September 17, 2008 ("Purchase Agreement") whereby Buyer has agreed to acquire from Seller certain of the assets, tangible and intangible, used and useful in the operation of FM Broadcast Station KUOP, Stockton, CA (the "Station"); and

WHEREAS, Buyer and Seller desire to make certain modifications to the Purchase Agreement and Exhibit A thereto in order to substitute The Bank of New York-Mellon Trust Company, N.A. for Bank of Sacramento as Escrow Agent under the terms of the Purchase Agreement.

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

1 Buyer and Seller agree to replace Section 1.7 of the Purchase Agreement with the following:

1.7 "Escrow Agent" means The Bank of New York-Mellon Trust Company, N.A. or such other escrow agent as may be agreed to by the parties.

2 Buyer and Seller agree to substitute the form of Escrow Agreement with The Bank of New York-Mellon Trust Company, N.A. attached hereto as Exhibit A for the form of Escrow Agreement with Bank of Sacramento attached as Exhibit A to the Purchase

Agreement.

3 Except as expressly provided herein, all capitalized terms used in this Amendment shall have the meanings assigned to them in the Agreement.

4 The parties hereto acknowledge that, except as amended, supplemented or modified hereby, the Purchase Agreement shall remain in full force and effect in accordance with these terms.

5. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, and all of which together, will constitute one and the same instrument.

6. This Amendment may be validly executed and delivered by fax or other electronic transmission.

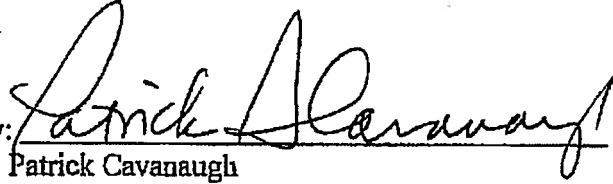
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of day and year first above written.

[Signature page to follow]

SELLER:

UNIVERSITY OF THE PACIFIC

By:



Patrick Cavanaugh

Its Vice President for Business and Finance

BUYER:

CALIFORNIA STATE UNIVERSITY,  
SACRAMENTO

By



Stephen G. Garcia

Its Vice President, Administration