

EARNEST MONEY ESCROW AGREEMENT

THIS EARNEST MONEY ESCROW AGREEMENT (this "Agreement") is made and entered into as of this 1st day of May, 2003, by and among NM Licensing LLC, a Delaware limited liability company ("Licensing"), NextMedia Operating, Inc., a Delaware corporation ("Operating", and collectively with Licensing, "Seller"), HBC Illinois, Inc., a Delaware corporation ("HBC Illinois"), HBC License Corporation, a Delaware Corporation ("HBC License", and collectively with HBC Illinois, the "Buyer"), and KeyBank National Association, as escrow agent ("Agent").

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of May 1, 2003, by and between Buyer and Seller (the "Purchase Agreement"), Buyer will acquire from Seller all of the Purchased Assets (as such term is defined in the Purchase Agreement).

B. As a condition to the execution of the Purchase Agreement, Buyer and Seller have agreed to execute and deliver this Agreement.

C. Unless otherwise defined herein, any capitalized term used herein shall have the meaning assigned such term in the Purchase Agreement.

Now, therefore, in consideration of the recitals and of the respective agreements and covenants contained herein and in the Purchase Agreement, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

ESCROW

Section 1.1 Cash Escrow.

(a) On or before the tenth business day from the date hereof, Buyer shall deposit with Agent, pursuant to Section 3.2(b) of the Purchase Agreement, cash in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00), and Agent shall hold such funds (the "Funds") for the benefit of Buyer and Seller pursuant to the terms and conditions of this Agreement, and shall invest the Funds in Permitted Investments (as defined in subparagraph (b) below). Agent shall hold and release the Funds in accordance with the terms of this Agreement.

(b) For the purposes of this Agreement, "Permitted Investments" shall mean direct obligations of the U.S. government having maturities of 180 days or less, money market funds that invest solely in direct obligations of the U.S. government, and such other investments as may be specified from time to time to Agent by joint written instructions from Buyer and Seller. As and when the Funds are to be released under this Agreement, Agent shall cause the Permitted Investments to be converted into cash. None

of Seller, Buyer or Agent shall be liable for any loss of principal or income due to the choice of Permitted Investments in which the Funds are invested or the choice of Permitted Investments converted into cash pursuant to this paragraph (b).

(c) For Tax purposes, the Funds shall be the property of Buyer and all interest and other income earned on the Funds shall be the income of Buyer. Buyer and Seller shall file Tax Returns, and Agent shall file a Form 1099, consistent with such treatment.

Section 1.2 Acceptance of Appointment as Agent. Agent, by executing this Agreement, hereby accepts its appointment as escrow agent with respect to the Funds and agrees to hold and to release the Funds in accordance with the terms and conditions of this Agreement.

Section 1.3 Release of Funds to Seller. Except as otherwise provided in the last sentence of this Section 1.3, the Funds shall be released to Seller not more than three (3) business days after the delivery to Agent of written instructions signed by both Buyer and Seller instructing Agent to release the Funds to Seller. On the Closing Date, Buyer and Seller shall deliver to Agent joint written instructions signed by Buyer and Seller instructing Agent to release the Funds to Seller concurrently with the Closing, in which case Agent shall release the Funds to Seller or its representative to an account designated by Seller immediately upon receipt of such notice.

Section 1.4 Release of Funds to Buyer. the Funds shall be released to Buyer not more than three (3) business days after the delivery to Agent of written instructions signed by both Buyer and Seller instructing Agent to release the Funds to Buyer.

ARTICLE II

AGENT

Section 2.1 Rights and Responsibilities of Agent.

(a) The duties and responsibilities of Agent shall be limited to those expressly set forth in this Agreement, and Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instruction of, any or all of the parties to this Agreement concerning the subject matter of this Agreement, unless such other agreement, direction or instruction is in writing and signed by both Buyer and Seller.

(b) If any controversy arises between the parties to this Agreement, or with any other party, concerning the subject matter of this Agreement, its terms or conditions, Agent will not be required to resolve the controversy or to take any action regarding it. Agent may hold all documents and Funds and may wait for settlement of any such controversy by final appropriate legal proceedings or other means as, in Agent's sole discretion, Agent may require. Furthermore, Agent may, at its option, file an action of interpleader requiring the parties to answer and to litigate any claims and rights among

themselves. Agent is authorized to deposit with the clerk of court all documents and Funds held in escrow. All costs, expenses, charges and reasonable attorneys fees incurred by Agent due to such interpleader action shall be borne one-half by Buyer and one-half by Seller. Upon initiating such action, Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

(c) In performing any duties under this Agreement, Agent shall not be liable to any party for damages, losses, or expenses, except as a result of the gross negligence or willful misconduct on the part of Agent. Agent shall not incur any such liability for any action taken or omitted to be taken in reliance upon any instrument, including any written statement or affidavit provided for in this Agreement, that Agent shall in good faith believe to be genuine, nor will Agent be liable or responsible for forgeries, fraud, impersonations, or any determination of the scope of any representative authority. In addition, Agent may consult with legal counsel in connection with Agent's duties under this Agreement and shall be fully protected in any act taken, suffered, or permitted by it in good faith in accordance with the advice of counsel. In the absence of knowledge that any action taken or purported to be taken hereunder is wrongful, Agent shall not be responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any party to this Agreement.

(d) Agent, or any successor Agent, may resign at any time as escrow agent hereunder by giving at least thirty (30) days' prior written notice to both Seller and Buyer. Upon such resignation and the appointment of a successor escrow agent, the resigning Agent shall be absolved from any and all liability in connection with the exercise of its powers and duties as escrow agent hereunder except for liability arising in connection with its own gross negligence or willful misconduct. Upon their receipt of notice of resignation from Agent, Buyer and Seller shall use their commercially reasonable efforts to designate jointly a successor escrow agent who shall act as Agent hereunder. In the event that Buyer and Seller cannot agree upon a successor escrow agent within thirty (30) days after the receipt of such notice, the Agent so resigning may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief and any such resulting appointment shall be binding upon the parties hereto. By mutual agreement, Buyer and Seller shall have the right at any time upon not less than ten (10) days' prior written notice to Agent to terminate their appointment of Agent, or any successor Agent, as escrow agent hereunder. Agent and each and every successor escrow agent designated to act as Agent hereunder shall continue to act as Agent under this Agreement until a successor escrow agent is appointed and qualified to act as Agent.

Section 2.2 Fees and Expenses of Agent. Agent shall: (a) be paid a fee (the "Agent Fee") for its services under this Agreement as provided by Exhibit A and (b) be entitled to reimbursement for reasonable expenses actually incurred by it in connection with its duties under this Agreement (the "Agent Expenses"). All Agent Expenses shall be invoiced periodically by Agent. The Agent Fee and all Agent Expenses shall be borne one-half by Buyer and one-half by Seller.

Section 2.3 Indemnification of Agent. The parties hereto and their respective successors and assigns agree to indemnify and hold Agent harmless against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, reasonable legal counsel fees and disbursements that may be imposed on Agent or incurred by Agent in connection with the performance of its duties under this Agreement, including, but not limited to, any litigation arising from this Agreement or involving its subject matter; provided, however, that neither Buyer nor Seller nor their respective successors and assigns shall have any obligation to indemnify Agent for any loss, claim, damage, liability or expense caused by Agent's gross negligence or willful misconduct.

ARTICLE III

MISCELLANEOUS

Section 3.1 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received when electronically confirmed if sent by telecopy; on the date of personal delivery; on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested; on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery and shall be addressed to the following addresses (or at such other address which a party shall specify to the other party in accordance herewith):

(i) if to the Seller, to:

NextMedia Operating, Inc.
6312 S. Fiddler's Green Circle, Suite 360E
Englewood, Colorado 80111
Attention: Sean R. Stover
Fax: (303) 694-4940

With copies to:

Weil, Gotshal & Manges LLP
100 Crescent Court, Suite 1300
Dallas, Texas 75201
Attention: Glenn D. West
John E. Quattrocchi
Fax: (214) 746-7777

(ii) if to Buyer, to:

Hispanic Broadcasting Corporation
3102 Oak Lawn Avenue, Suite 215
Dallas, Texas 75219
Attention: Jeffrey T. Hinson, Senior Vice President
Fax: (214) 525-7750

With copies to:

Hallett & Perrin, P.C.
2001 Bryan St., Suite 3900
Dallas, Texas 75201
Attention: Bruce H. Hallett
Fax: (214) 922-4170

(iii) if to Agent, to:

KeyBank National Association
P.O. Box 9950
Canton, Ohio 44711-0950
Attention: Donald J. Dressler, Vice President
Fax: (330) 489-5678

Any party by written notice to the other parties pursuant to this Section 3.1 may change the address or the persons to whom notices or copies thereof shall be directed.

Section 3.2 Assignment. This Agreement and the rights and duties hereunder shall be binding upon, and shall inure to the benefit of, the parties hereto and the successors and assigns of each of the parties to this Agreement. No rights, obligations or liabilities hereunder shall be assignable by any party without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld.

Section 3.3 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by all of the parties to this Agreement.

Section 3.4 Waivers. Any waiver by any party hereto of any breach of, or failure to comply with, any provision of this Agreement by any other party hereto shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

Section 3.5 Construction. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois, without giving effect to the choice of law provisions thereof. The headings in this Agreement are

solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement. Unless the context otherwise requires, references to Sections and Exhibits are references to Sections and Exhibits of this Agreement.

Section 3.6 Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Buyer, Seller and Agent any rights or remedies under, or by reason of, this Agreement.

Section 3.7 Termination. This Agreement shall terminate at the time of the release by Agent of the Funds to Seller or Buyer, as the case may be, in accordance with the provisions of this Agreement.

Section 3.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

Section 3.9 Waiver of Offset Rights. Agent hereby waives any and all rights to offset that it may have against the Funds including, without limitation, claims arising as a result of any claims, amounts, liabilities, costs, expenses, damages, or other losses that Agent may be otherwise entitled to collect from any party to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

NEXTMEDIA OPERATING, INC.

By: _____
Name: _____
Title: _____

NM LICENSING LLC

By: _____
Name: _____
Title: _____

HBC ILLINOIS, INC.

By: _____
Name: _____
Title: _____

HBC LICENSE CORPORATION

By: _____
Name: _____
Title: _____

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Exhibit A

Agent Fee

\$1,750.00

EXHIBIT B

[DATE]

HBC License Corporation
3102 Oak Lawn Avenue, Suite 215
Dallas, Texas 75219

Ladies and Gentlemen:

We have acted as special communications counsel to NextMedia Operating, Inc., a Delaware corporation ("*Operating*"), and NM Licensing LLC, a Delaware limited liability company ("*NM Licensing*," and, collectively with Operating, the "*Seller*"), in connection with certain matters relating to that certain Asset Purchase Agreement between Lakeshore Media, LLC, a Delaware limited liability company ("*Buyer*"), and Seller dated as of _____ (the "*Purchase Agreement*"). This opinion is being delivered pursuant to Section _____ of the Purchase Agreement.

As special communications counsel, we address only these matters set forth herein and only to the extent they are within the jurisdiction of the Federal Communications Commission ("*FCC*") under the Communications Act of 1934, as amended, and the rules, regulations and published orders of the FCC (collectively, the "*Communications Act*") pertaining to the permits, authorizations, and licenses issued by the FCC and described in Schedule A hereto (the "*FCC Licenses*") for radio broadcast station WJTW(FM), Joliet, Illinois (the "*Station*").

In our capacity as special communications counsel, we have reviewed the Purchase Agreement, including conveyancing documents to be delivered at closing and those additional documents identified on Annex ___ hereto (collectively, including the Purchase Agreement, the "*Transaction Documents*"), and certain of the FCC's public records, as described below. We have not reviewed any agreement, contract or other transactional document in connection with the opinions expressed herein other than the Purchase Agreement. The opinions stated herein do not purport to cover any matters that cannot be determined without an inspection of the Station or the work product, records or operations of the Station or of the Seller.

With respect to questions of fact, we have relied, without inquiry or verification by us and in the absence of actual knowledge that such factual matters are untrue, solely upon (a) the representations and warranties set forth in the Purchase Agreement, (b) certificates provided to us or statements made to us by officers or representatives of Seller, (c) our review on _____, 2003, of the publicly available records of the FCC relating to the FCC Licenses, which records we assume to have been accurate and complete at the time of our examination and to be unchanged between the date of our examination and the date of this opinion, and

(d) responses to our inquiries relating to the FCC Licenses received on _____, 2003, from the FCC's Enforcement Bureau. It is possible that there may be matters pending before the FCC relating to the Station and the FCC Licenses of which we do not have knowledge because such matters were not incorporated into the publicly available files of the FCC reviewed by us at the time of our review.

Whenever the opinions herein with respect to the existence or absence of facts are indicated to be based on our knowledge, it is intended to signify that, during the course of our representation of Seller in connection herewith, no information has come to the attention of the attorneys in our firm who have devoted significant time to the representation of Seller in connection with the Purchase Agreement that gives those attorneys actual knowledge (i.e., conscious awareness) of the inaccuracy of such statements. No inference as to our knowledge of the accuracy of any such statements should be drawn from our serving as special communications counsel to Seller. We do not purport to express opinions concerning any laws other than the Communications Act.

Based upon our examination of the foregoing disclosures, records and matters of law and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. NM Licensing is the licensee of the FCC Licenses for the Station. The FCC Licenses are in effect in accordance with their respective terms, have the expiration dates set forth in Schedule A hereto, and, without further authorization or license from the FCC, authorize NM Licensing to construct and operate an FM broadcast station on Channel 228A at Joliet, Illinois, in compliance with the technical and engineering specifications in the FCC Licenses and the applicable rules and policies of the FCC. To our knowledge, the FCC Licenses are not subject to any stay of effectiveness and none of the FCC Licenses is subject to any conditions other than those set forth in the authorization certificates included in Schedule A hereto or those applicable generally to commercial radio broadcasting stations of the same class and type as the Station.

2. The FCC has granted its consent for the assignment of the FCC Licenses from NM Licensing to Buyer as provided in the Purchase Agreement pursuant to the Form 732 authorization attached as Schedule B hereto (the "*FCC Consent*"). The time period provided under the FCC's rules for the filing of petitions for reconsideration of the action of the FCC's Media Bureau granting the FCC Consent has expired and the time period provided under the FCC's rules for the FCC to set aside the action of the Media Bureau on its own motion has expired and, to our knowledge (i) no such petition has been filed with the FCC, (ii) the FCC has taken no such action to set aside the action of the Media Bureau on its own motion, and (iii) FCC Consent is in effect in accordance with its terms, has not been invalidated by the FCC and is not subject to a stay issued by the FCC. No other consent or approval of the FCC is required with regard to the FCC Licenses for the assignment of the FCC Licenses from NM Licensing to Buyer as described in the application filed for the FCC Consent. We advise you that notice must be given to the FCC upon consummation of a transfer or assignment of a broadcast license or construction permit previously approved by the FCC.

3. Except for proceedings of general applicability to the radio industry and except as may be set forth in the Purchase Agreement or in the schedules thereto or on Schedule A hereto, we have no knowledge of any investigatory proceeding, petition or other legal or administrative proceeding pending before the FCC against any of the FCC Licenses, the Station or the Seller that seeks, or that if determined adversely to the Seller or the Stations, could result in, the revocation, non-renewal or material adverse modification of the FCC Licenses.

4. The execution, delivery and performance by Seller of the Transaction Documents does not violate the Communications Act.

The opinions set forth herein are given as of the date hereof. We assume no obligation to advise you of changes that may thereafter be brought to our attention. This opinion letter has been prepared solely for your use and the use of your lenders in connection with the closing of the transaction contemplated under the Purchase Agreement on the date hereof. Our opinions are based on statutory provisions and judicial decisions in effect at the date hereof, and we do not opine with respect to any law, regulation, rule or governmental policy that may be enacted or adopted after the date hereof, nor do we assume any responsibility to advise you of future changes in our opinions.

At the request of our client, this opinion letter, pursuant to Section ____ of the Purchase Agreement, is provided to you and your lenders by us in our capacity as special communications counsel to the Seller in connection with the closing on the date hereof of the transaction contemplated by the Purchase Agreement, and may not be relied upon by you or your lender for any other purpose or furnished to or relied upon by any other person (other than your lenders) for any purpose without, in each instance, our prior written consent.

Very truly yours,

By _____

EXHIBIT C

FCC Form 301

See attached.

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0027 (March 2001)	FOR FCC USE ONLY
FCC 301		
APPLICATION FOR CONSTRUCTION PERMIT FOR COMMERCIAL BROADCAST STATION		FOR COMMISSION USE ONLY FILE NO. BPH - 20020822ABT
Read INSTRUCTIONS Before Filling Out Form		

Section I - General Information

1. Legal Name of the Applicant NM LICENSING, LLC		
Mailing Address 6312 SOUTH FIDDLERS GREEN CIR. SUITE 360-E		
City ENGLEWOOD	State or Country (if foreign address) CO	ZIP Code 80111 -
Telephone Number (include area code) 3036949118	E-Mail Address (if available)	
	Call Sign WJTW	Facility ID Number 48449
2. Contact Representative (if other than applicant) JOSEPH A. BELISLE		
Firm or Company Name LEIBOWITZ & ASSOCIATES		
Mailing Address 1 SE 3RD AVE. STE 1450		
City MIAMI	State or Country (if foreign address) FL	ZIP Code 33131 -
Telephone Number (include area code) 3055301322	E-Mail Address (if available) JABELISLE@BROADLAW.COM	
3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Other		
4. Application Purpose		
<input type="radio"/> New station <input type="radio"/> Major Change in licensed facility <input type="radio"/> Minor Change in licensed facility <input checked="" type="radio"/> Major Modification of construction permit <input type="radio"/> Minor Modification of construction permit <input type="radio"/> Major Amendment to pending application <input checked="" type="radio"/> Minor Amendment to pending application		
(a) File number of original construction permit: BPH-20020822ABT <input type="checkbox"/> NA		
(b) Service Type: <input checked="" type="radio"/> AM <input checked="" type="radio"/> FM <input type="radio"/> TV <input type="radio"/> DTV		
(c) Community of License: City: JOLIET State: IL		
(d) Facility Type <input checked="" type="radio"/> Main <input type="radio"/> Auxiliary		
If an amendment, submit as an Exhibit a listing by Section and Question Number the		

[Exhibit 1]

portions of the pending application that are being revised.

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section II - Legal

1.	Certification. Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Parties to the Application. a. List the applicant, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the applicant, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary. <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> (1) Name and address of the applicant and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners. [Enter Parties/Owners Information] </div> <div style="width: 48%;"> (2) Citizenship. (3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's equity/debt plus standard, etc. (4) Percentage of votes. (5) Percentage of total assets (equity plus debt). </div> </div> b. Applicant certifies that equity and financial interests not set forth above are non-attributable.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 2]
3.	Other Authorizations. List call signs, locations, and facility identifiers of all other broadcast stations in which applicant or any party to the application has an attributable interest.	<input type="checkbox"/> N/A [Exhibit 3]
4.	Multiple Ownership. a. Applicant certifies that the proposed facility: <div style="margin-left: 20px;"> 1. complies with the Commission's multiple and cross-ownership rules; 2. does not present an issue under the Commission's policies relating to media interests of immediate family members; 3. complies with the Commission's policies relating to future ownership interests; and 4. complies with the Commission's restrictions relating to the insulation and non-participation of non-party investors and creditors. </div> b. Radio Applicants Only. If the grant of the application would result in certain principal community service contour overlaps, see Local Radio Ownership Worksheet, Question 1, applicant certifies that all relevant information has been placed in public inspection file(s)	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 4] <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A

	and submitted to the Commission.	See Explanation in [Exhibit 5]
5.	Character Issues. Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or b. any pending broadcast application in which character issues have been raised.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]
6.	Adverse Findings. Applicant certifies that, with respect to the applicant and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]
7.	Alien Ownership and Control. Applicant certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 8]
8.	Program Service Certification. Applicant certifies that it is cognizant of and will comply with its obligations as a commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	<input type="radio"/> Yes <input type="radio"/> No
9.	Local Public Notice. Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input type="radio"/> Yes <input type="radio"/> No
10.	Auction Authorization. If the application is being submitted to obtain a construction permit for which the applicant was the winning bidder in an auction, then the applicant certifies, pursuant to 47 C.F.R. Section 73.5005(a), that it has attached an exhibit containing the information required by 47 C.F.R. Sections 1.2107(d), 1.2110(i), 1.2112(a) and 1.2112(b), if applicable. An exhibit is required unless this question is inapplicable.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A [Exhibit 9]
11.	Anti-Drug Abuse Act Certification. Applicant certifies that neither applicant nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing MATTHEW L. LEIBOWITZ	Typed or Printed Title of Person Signing SECRETARY
Signature	Date 11/14/2002

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Section III-B - FM Engineering
TECHNICAL SPECIFICATIONS

Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.

TECH BOX

1.	Channel Number: 228
2.	Class (select one): <input checked="" type="radio"/> A <input type="radio"/> B1 <input type="radio"/> B <input type="radio"/> C3 <input type="radio"/> C2 <input type="radio"/> C1 <input type="radio"/> C0 <input type="radio"/> C <input type="radio"/> D
3.	Antenna Location Coordinates: (NAD 27) Latitude: Degrees 41 Minutes 36 Seconds 39 <input checked="" type="radio"/> North <input type="radio"/> South Longitude: Degrees 88 Minutes 0 Seconds 33 <input checked="" type="radio"/> West <input type="radio"/> East
4.	One Step Proposal Allotment Coordinates: (NAD 27) <input checked="" type="checkbox"/> Not Applicable Latitude: Degrees 41 Minutes 38 Seconds 27 <input checked="" type="radio"/> North <input type="radio"/> South Longitude: Degrees 88 Minutes 12 Seconds 25 <input checked="" type="radio"/> West <input type="radio"/> East
5.	Antenna Structure Registration Number: 1029848 <input type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA
6.	Overall Tower Height Above Ground Level: 91meters
7.	Height of Radiation Center Above Mean Sea Level: 305.2 meters(H) 305.2 meters(V)
8.	Height of Radiation Center Above Ground Level: 76.6meters(H) 76.6meters(V)
9.	Height of Radiation Center Above Average Terrain: 100meters(H) 100meters(V)
10.	Effective Radiated Power: 6 kW(H) 6 kW(V)
11.	Maximum Effective Radiated Power: <input checked="" type="checkbox"/> Not Applicable (Beam-Tilt Antenna ONLY) kW(H) kW(V)
12.	Directional Antenna Relative Field Values: <input checked="" type="checkbox"/> Not applicable (Nondirectional) Rotation (Degrees): <input type="checkbox"/> No Rotation

Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value
0		10		20		30		40		50	
60		70		80		90		100		110	
120		130		140		150		160		170	
180		190		200		210		220		230	
240		250		260		270		280		290	
300		310		320		330		340		350	
Additional Azimuths											

Relative Field Polar Plot

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

CERTIFICATION

AUXILIARY ANTENNA APPLICANTS ARE NOT REQUIRED TO RESPOND TO ITEMS 13-16. PROCEED TO ITEM 17.

13.	Allotment. The proposed facility complies with the allotment requirements of 47 C.F.R. Section 73.203.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 21]
14.	Community Coverage. The proposed facility complies with 47 C.F.R. Section 73.315.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 22]
15.	Main Studio Location. The proposed main studio location complies with 47 C.F.R. Section 73.1125.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 23]
16.	Interference. The proposed facility complies with all of the following applicable rule sections: Check all those that apply: Separation Requirements. <input type="checkbox"/> a) 47 C.F.R. Section 73.207 Grandfathered Short-Spaced. <input checked="" type="checkbox"/> b) 47 C.F.R. Section 73.213(a) with respect to station(s): [Exhibit 25] Exhibit required <input type="checkbox"/> c) 47 C.F.R. Section 73.213(b) with respect to station(s): [Exhibit 26] Exhibit required <input type="checkbox"/> d) 47 C.F.R. Section 73.213(c) with respect to station(s): [Exhibit 27] Exhibit required. Contour Protection <input type="checkbox"/> e) 47 C.F.R. Section 73.215 with respect to station(s): [Exhibit 28] Exhibit required.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 24]
17.	Environmental Protection Act. The proposed facility is excluded from environmental processing under 47 C.F.R. Section 1.1306 (i.e., The facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Appendix A, an Exhibit is required. By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 29]

PREPARERS CERTIFICATION ON PAGE 3 MUST BE COMPLETED AND SIGNED.

SECTION III - PREPARER'S CERTIFICATION

I certify that I have prepared Section III (Engineering Data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name VIRGLE LEON STRICKLAND		Relationship to Applicant (e.g., Consulting Engineer)	
Signature		Date 11/01/2002	
Mailing Address 12585 OLD HIGHWAY 280 EAST SUITE 102			
City CHELSEA	State or Country (if foreign address) AL		Zip Code 35043 -
Telephone Number (include area code) 2506182020		E-Mail Address (if available) LEONS@REYNOLDSTECHNICAL.COM	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

Exhibit 1

Description: PURPOSE OF APPLICATION

APPLICATION IS AMENDED TO WITHDRAW THE ONE-STEP INCREASE FROM CLASS A TO CLASS B1 AND TO SPECIFY CLASS A FACILITIES INSTEAD.

Attachment 1

Attachment 5

Description
Exhibit 5 - Radio Market Analysis - Technical Statement
Exhibit 1 to Technical Statement
Exhibit 2 to Technical Statement
Exhibit 3 to Technical Statement

Attachment 21

Description
WJTW amended engineering narrative and exhibits

Exhibit 29

Description: HUMAN EXPOSURE TO RF RADIATION & ENVIRONMENTAL IMPACT

SEE THE NARRATIVE ATTACHED IN EXHIBIT 21 FOR THE HUMAN EXPOSURE TO RADIOFREQUENCY RADIATION STUDY AND ENVIRONMENTAL IMPACT STATEMENT.

Attachment 29

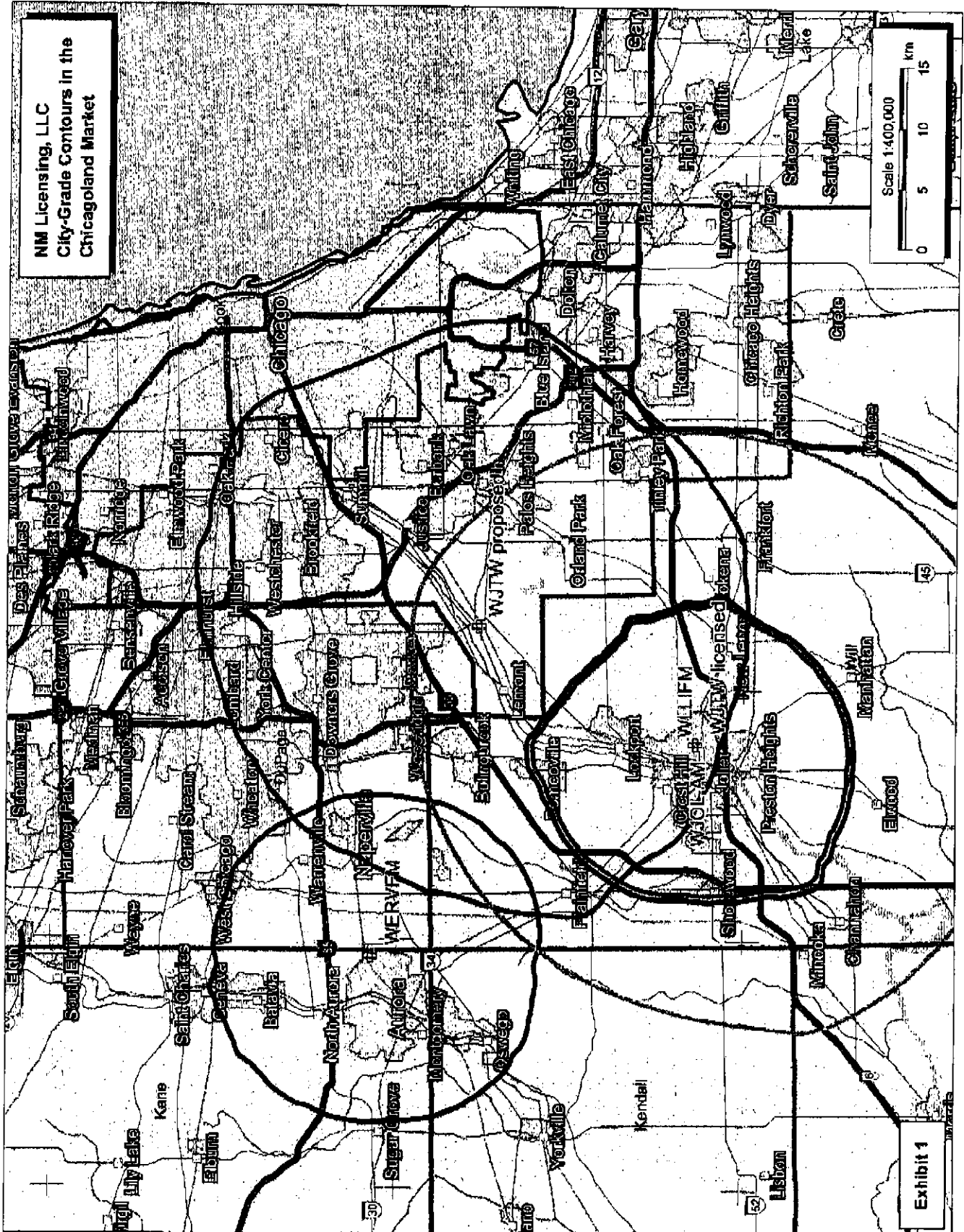
RADIO MARKET ANALYSIS
NM LICENSING, LLC
WJTW-FM
CHICAGO, ILLINOIS MARKET
AUGUST 2002

TECHNICAL STATEMENT

1. This technical statement and attached exhibits were prepared on behalf of NM Licensing, LLC ("NM Licensing"), licensee of radio station WJTW, channel 228. NM Licensing is currently the licensee of WERV(FM), channel 240A, Aurora, Illinois; WLLI, channel 244A, Joliet, Illinois; and WJOL(AM), 1340 kHz; Joliet, Illinois. Exhibit 1 is a map depicting the station to be modified (WJTW) and its new overlap to one of the stations in the Chicago market; namely, WERV, channel 240A.
2. A study has, therefore, been conducted to determine if ownership of WJTW facilities complies with §73.3555 of the Commission's Rules. Due to the locations where the respective city grade contours of the stations overlap, a distinct market was created by WJOL(AM)/WERV(FM)/WJTW(FM). This study also shows the proposed contingent modification application of WJTW, Joliet, Illinois, owned by NM Licensing.
3. Exhibit 2 is a map showing the city-grade contours of the stations listed in Exhibit 3. Exhibit 3 is the tabulation of the stations in the Radio Market. . Because the number of stations shown in this study is greater than forty-five (45), §73.3555(a)(1)(iv) of the Commission's Rules allows for common ownership or control of up to eight stations, with no more than five in the same service, is permissible. As a result of this transaction, WJTW will overlap only one of the

NM Licensing FM stations where overlap did not occur previously. Therefore, NM Licensing's proposed modification is in compliance with the Commission's Rules.

4. The foregoing technical statement was prepared on behalf of NM Licensing, LLC by Reynolds Technical Associates, its technical consultants. All information contained herein is true and accurate to the best of our belief and knowledge. All data relating to AM and FM facilities was extracted from the CDBS database. We assume no liability for errors or omissions in that database which may be adverse to the information contained herein.



List of Stations in Duopoly Study

Duopoly Study		Center = 41 46 09 N, 88 16 02 W				08-19-2002	
Call	Coordinates	Dist.	Bear.	Chan.	Pwr.	City	State File #
WJOL	413206 880315	31.5	145.7	1340	1	JOLIET	IL BL-19980924AD
WAUR	413626 882711	23.7	220.7	930	2.5	SANDWICH	IL BL-19880328AI
WBBM	415932 880136	31.8	38.7	780	50	CHICAGO	IL BL-20000208ABZ
WBBMFM	415244 873810	53.8	76.7	242B	4.2	Chicago	IL BLH19891019KA
WBBF	413614 874045	52.3	110.4	1570	1	HARVEY	IL BL--
WBIG	414610 881444	1.8	89	1280	1	AURORA	IL BL--
WBVS	411739 881015	53.4	171.3	264A	2.4	Coal City	IL BLH20000111AG
WCCQ	412609 881104	37.7	169.5	252A	3	Crest Hill	IL BLH20000301AB
WCEV	414957 874220	47.2	81.2	1450	1	CICERO	IL BL-19790830AC
WCFL	412117 882955	49.9	202.7	284B	50	Morris	IL BLH19920129KB
WCGO	413105 873511	63.2	116	1600	1	CHICAGO HEIGHTS	IL BL--
WCKG	415244 873810	53.8	76.7	290B	4.1	Elmwood Park	IL BLH19830304AF
WCSJ	412029 882531	49.3	195.5	1550	0.2	MORRIS	IL
WFTM	415356 873723	55.4	74.7	254B	15.5	Chicago	IL BLH5189
WGCI	414413 874200	47.3	94.2	1390	5	CHICAGO	IL BL--
WGCI-FM	415257 873815	53.8	76.2	298B	33	Chicago	IL BLH19810324AB
WGN	420042 880207	33.1	35.4	720	50	CHICAGO	IL BL--
WIND	413354 872511	74.1	107.6	560	5	CHICAGO	IL BL--
WJJG	415203 875507	31	69.2	1530	0.7	ELMHURST	IL BL-19960524AA
WJMK	415244 873810	53.8	76.7	282B	4.1	Chicago	IL BLH19870506KJ
WJOB	413546 872842	68.4	106.1	1230	1	HAMMOND	IN BP-19990727AA
WJTW	413206 880315	31.5	145.7	228A	3	Joliet	IL BLH19980925KC
WKAN	410808 874910	79.7	151.9	1320	1	KANKAKEE	IL BL--
WKDFM	414612 881603	0.1	345.8	240A	2.8	Aurora	IL BLH19890821KD
WKQX	415356 873723	55.4	74.7	266B	8.3	Chicago	IL BLH19940810KB
WLEYFM	415601 880423	24.4	41.3	300B	21	Aurora	IL BLH19910827KB
WLITFM	415244 873808	53.9	76.7	230B	4	Chicago	IL BLH20000119AB
WLLIFM	413206 880315	31.5	145.7	244A	3.5	Joliet	IL BMLH19990203K
WLS	413321 875054	42.2	124.1	890	50	CHICAGO	IL BL-19860731AL
WLUPFM	415356 873723	55.4	74.7	250B	6	Chicago	IL BMLH19891106K
WLXX	414214 873547	56.3	97.2	1200	10	CHICAGO	IL BL-19891027AC
WMBI	415541 880025	27.9	50.6	1110	4.2	CHICAGO	IL BL-19970910KA
WMVP	414904 875917	23.8	76.8	1000	50	CHICAGO	IL BL-19911113AA
WNDZ	413349 870918	95.4	103.5	750	5	PORTAGE	IN BL-19970728AE
WNIB	415308 873715	55.2	76.2	246B	8.4	Chicago	IL BLH19840515CF
WNND	415356 873723	55.4	74.7	262B	8.3	Chicago	IL BLH19891120KC
WNTD	415139 874112	49.3	77.8	950	1	CHICAGO	IL BL-19971124KA
WNUA	415356 873723	55.4	74.7	238B	8.3	Chicago	IL BLH19881011KC
WNWI	413836 873845	53.6	105	1080	3	OAK LAWN	IL BL-20000224AT
WOJO	415356 873723	55.4	74.7	286B	8.4	Evanston	IL BLH19910104KA
WRDZ	414029 874545	43.3	103.9	1300	4.5	LA GRANGE	IL BL-19920803AD
WRZA	411804 874935	63.7	144.7	260B	50	Kankakee	IL BLH19900117KA
WSCR	415601 880423	24.4	41.3	670	50	CHICAGO	IL BL--
WTMX	415244 873810	53.8	76.7	270B	4.2	Skokie	IL BLH19830224AE
WUBT	415244 873810	53.8	76.7	278B	4.3	Chicago	IL BLH19890105KF
WUSN	415356 873723	55.4	74.7	258B	8.3	Chicago	IL BLH19891214KB
WVAZ	415356 873723	55.4	74.7	274B	6	Oak Park	IL BLH5595
WVHN	413050 880310	33.5	147.8	1510	1	JOLIET	IL BL-19900605AF
WXR-FM	415356 873723	55.4	74.7	226B	6.7	Chicago	IL BLH19810930AP
WYCA	413750 873140	63.4	103.8	222B	50	Hammond	IN BLH19861103KD
WYKT	411711 881423	53.7	177.5	288A	1.3	Wilmington	IL BLH19970602KK
WYLL	420230 875157	45	47.5	1160	50	CHICAGO	IL BL-19860122AL
WGSN	415618 874505	46.8	66.1	820	5	CHICAGO	IL BL-19920102AC
WZZN	415244 873810	53.8	76.7	234B	4.4	Chicago	IL BLH19830621AE

Number in list= 54

**AMENDMENT TO
A
PENDING APPLICATION
FCC FORM 301**

(BPH-20020822ABT)

Facility Identification Number 48449

WJTW

Joliet, Illinois

CHANNEL 228A – 93.5 MHz

ERP: 6.0 kW (H&V)

HAAT: 100.0 meters (H&V)

APPLICANT: NM Licensing LLC

November, 2002

Prepared by:



12585 Old Highway 280 East, Suite 102
Chelsea, Alabama 35043
(205) 618-2020

Engineering Statement
In Support of an
Amendment to a Pending Application
WJTW, Joliet, Illinois, Channel 228A

CONTENTS
FOR ENGINEERING EXHIBITS F.C.C. FORM 301

1. Statement of Engineers	E3-E7
2. Exhibit E, Figure 1	Channel Spacing Study
3. Exhibit E, Figure 2	Terrain Averaging and Contour Study
4. Exhibit E, Figure 3	Proposed Service Contour Map
5. Exhibit E, Figure 4	Vertical Plane Sketch
6. Exhibit E, Figure 5	Area Broadcast Facilities

ENGINEERING STATEMENT
Of
Lee S. Reynolds
And
Virgle Leon Strickland
In Support of an
Application for an
Amendment to a Pending Application
(BPH-20020822ABT)
WJTW
Joliet, Illinois
Channel 228A – 93.5 MHz
ERP: 6.0 kW(H&V)
HAAT: 100.0 m (H&V)
November, 2002

General

As broadcast technical consultants doing business as Reynolds Technical Associates (“RTA”), we have been authorized by NM Licensing LLC (herein referred to as “NM Licensing” as well as “The Applicant”), licensee of WJTW, Joliet, Illinois, to conduct engineering studies and prepare the engineering portion of an amendment to a pending application.

The Proposed Site
(Exhibits E, Figure 1 through 5)

Exhibit E, Figure 1 is a channel spacing study for the proposed, showing the facilities considered.

The terrain and contour study demonstrates the terrain averaging and contour study for the proposed and is being included as Exhibit E, Figure 2.

Exhibit E, Figure 3 is the service contour map displaying the FCC F(50,50) 70 and 60 dBu contours of the proposed. The 70 dBu F(50,50) contour encompasses 82.6 percent of the city of license, Joliet, Illinois.

The proposed site has an existing tower with the antenna structure registration number of 1029848. Exhibit E, Figure 4 is a vertical sketch of the supporting structure.

The distance to the blanketing contour is calculated to be 1.848 kilometer (1.149 mile).

Exhibit E, Figures 5 lists the broadcast facilities within 16 kilometers of the proposed site.

Human Exposure
(No Exhibits)

The proposed FM facility was evaluated in terms of potential radiofrequency radiation exposure at ground level in accordance with the RF Worksheet #1 [FCC 301 Worksheet 7 (Page 4 and 5)].

The proposed antenna for The Applicant's proposed FM broadcast station is to be placed on a modified tower. The proposed center of radiation was rounded to 77 meters above ground, with an ERP (both horizontal and vertical) of 6.0 kW. The controlled/occupational limit, as well as the uncontrolled/general public limit is in compliance. Power density two (2) meters above ground is 0.071 mW/cm², well below

the maximum allowable limit of 0.2 mW/cm^2 for uncontrolled/general public exposure limits as well as the 1.0 mW/cm^2 for controlled/occupational exposure limits

Should anyone be required to climb the tower, the facilities on the structure has an agreement to either reduce power or cease operation, so as to prevent hazardous exposure to radiofrequency radiation.

Environmental Impact
(No Exhibits)

A grant of the proposed construction would not constitute a major action as defined in the Commission's Rules and Regulations.

During operation, the facility will produce no chemical or significant thermal pollution, and no ionizing radiation will be generated. Areas of high intensity radiofrequency fields will be confined to the immediate area of the transmitting antenna, far above the ground and away from any human and wildlife population.

The area is not officially designated as a wilderness area or wildlife preserve and is not pending consideration. The area has no significant value in American history, architecture, archaeology, or culture, which is listed in the Register of Historic Places, and it is not eligible for listing. It is not recognized either nationally or locally for special scenic or recreational value.

Conclusion

This statement/application has been prepared for The Applicant by utilizing the latest available information, cross-checked with the Federal Communications Commission and other sources. Therefore, it is submitted that the proposed is in compliance with the Commission's Rules and Regulations and other sources. Therefore, it is submitted that the engineering data compiled and demonstrated herein for the proposed is in compliance

with Commission's Rules and Regulations at the time of this application's filing date.

We welcome the opportunity to discuss with the staff of the Federal Communications Commission the engineering data contained in this application. Should any questions arise concerning the information, please contact us.

The following pages are exhibits prepared and assembled in support of the proposed.

Lee S. Reynolds
12585 Old Highway 280 East, Suite 102
Chelsea, Alabama 35043
(205) 618-2020

Leon Strickland
12585 Old Highway 280 East, Suite 102
Chelsea, Alabama 35043
(205) 618-2020

Statement of the Consultants

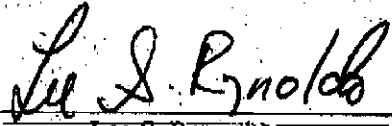
The instant engineering statement (amendment to a pending application) was prepared for NM Licensing LLC ("The Applicant") and supports an application for an amendment for WJTW, Joliet, Illinois. It was developed by Reynolds Technical Associates ("RTA") and may not be used for purposes other than submission to the Commission by The Applicant.

It may not be reproduced in its entirety, or in part, by anyone (other than from the Commission) without the written consent of RTA.

It is prepared for The Applicant under contractual agreement, and its certification by RTA is used accordingly. If The Applicant fails in its contractual obligation, RTA reserves the right to withdraw its certification.

The information in this application is compiled from the most recent Commission and outside data. RTA is not responsible for errors resulting from incorrect data or unpublished rule and procedure changes.

For Strickland and Reynolds:



Lee S. Reynolds

November 1st, 2002

12585 Old Highway 280 East, Suite 102
Chelsea, Alabama 35043
(205) 618-2020

Engineering Statement
In Support of an Application for a
Construction Permit
WJTW, Joliet, Illinois, Channel 228A

WJTW Channel Spacing Study

REFERENCE		CLASS = A	DISPLAY DATES
41 36 39 N		Current	DATA 08-20-02
88 00 33 W		Spacings	SEARCH 10-31-02
----- Channel 228 - 93.5 MHz -----			
Call	Channel	Location	Dist Azi FCC Margin

Community of License: Joliet		IL	11.27 212.2
Coordinates: 41-31-30			
88-04-53			
WJTW	LIC 228A	Joliet	IL 9.22 204.0 115.0 -105.78
Of no concern, instant facility			
WLITFM	LIC 230B	Chicago	IL 43.04 46.0 69.0 -25.96
Of no concern, 73.213(a) is applied			
WXRTFM	LIC 226B	Chicago	IL 45.33 44.9 69.0 -23.67
Of no concern, 73.213(a) is applied			
WJEZ	LIC 229B1	Pontiac	IL 108.05 208.8 96.0 12.05
WGFAPM	LIC 231B	Watseka	IL 93.23 166.7 69.0 24.23
WJMK	LIC 282B	Chicago	IL 43.04 46.0 15.0 28.04
WKHY	LIC 228A	Lafayette	IN 161.64 147.0 115.0 46.64
WJZI	LIC 227B	Milwaukee	WI 164.26 3.0 113.0 51.26
WPBG	LIC 227B	Peoria	IL 168.03 230.2 113.0 55.03
WEKZFM	LIC 229B	Monroe	WI 175.81 308.3 113.0 62.81
WEBX	LIC 228A	Tuscola	IL 190.58 186.9 115.0 75.58
WNDVFM	CP 225B	South Bend	IN 149.75 90.4 69.0 80.75
WNDVFM	LIC 225B	South Bend	IN 149.77 90.4 69.0 80.77
KORB	LIC 228A	Bettendorf	IA 200.30 270.6 115.0 85.30

Exhibit E, Figure 1

Engineering Statement
In Support of an Application for a
Construction Permit
WJTW, Joliet, Illinois, Channel 228A

WJTW Terrain-Contour Study

Reference Coordinates:

North Latitude: 41-36-39

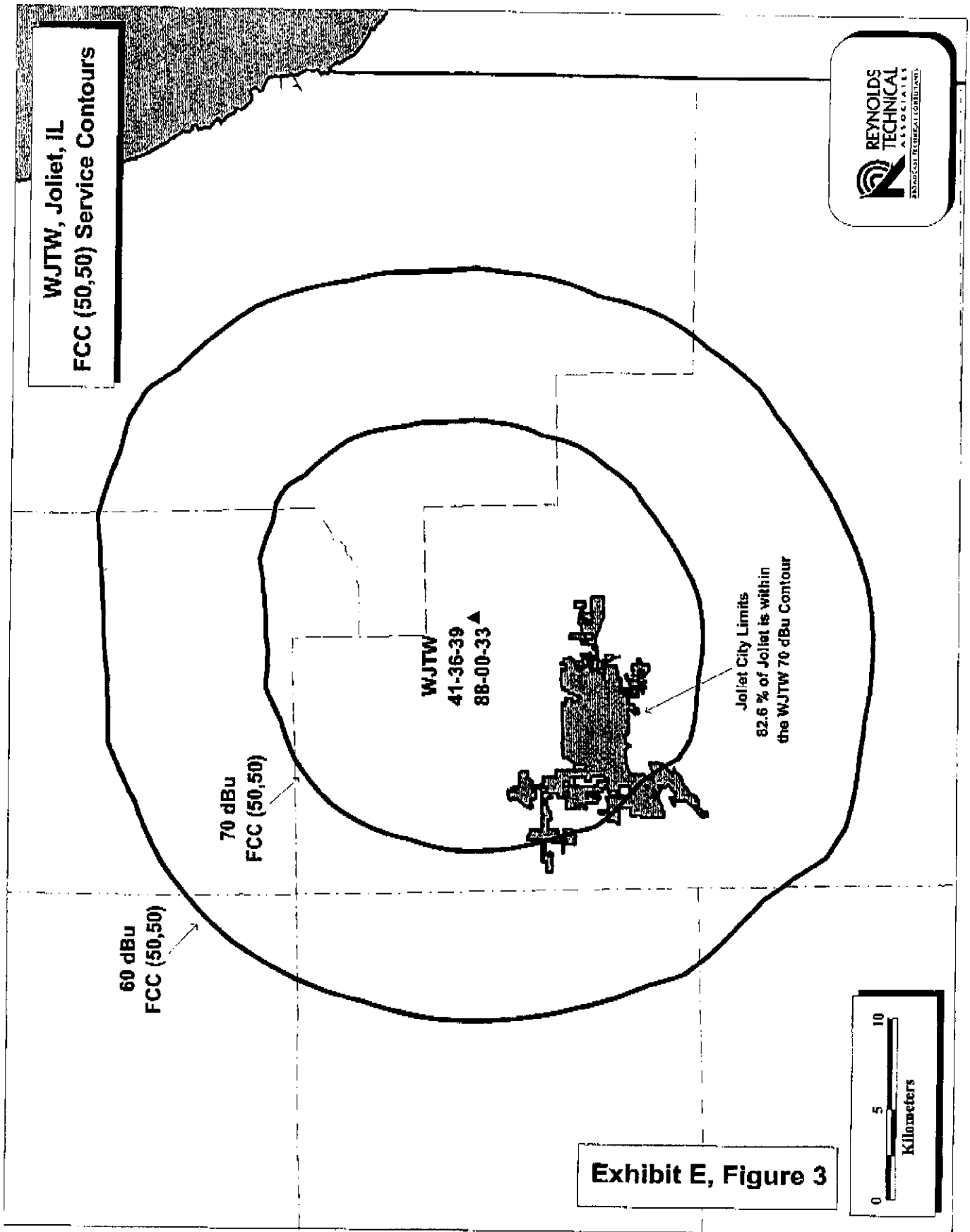
West Longitude: 88-00-33

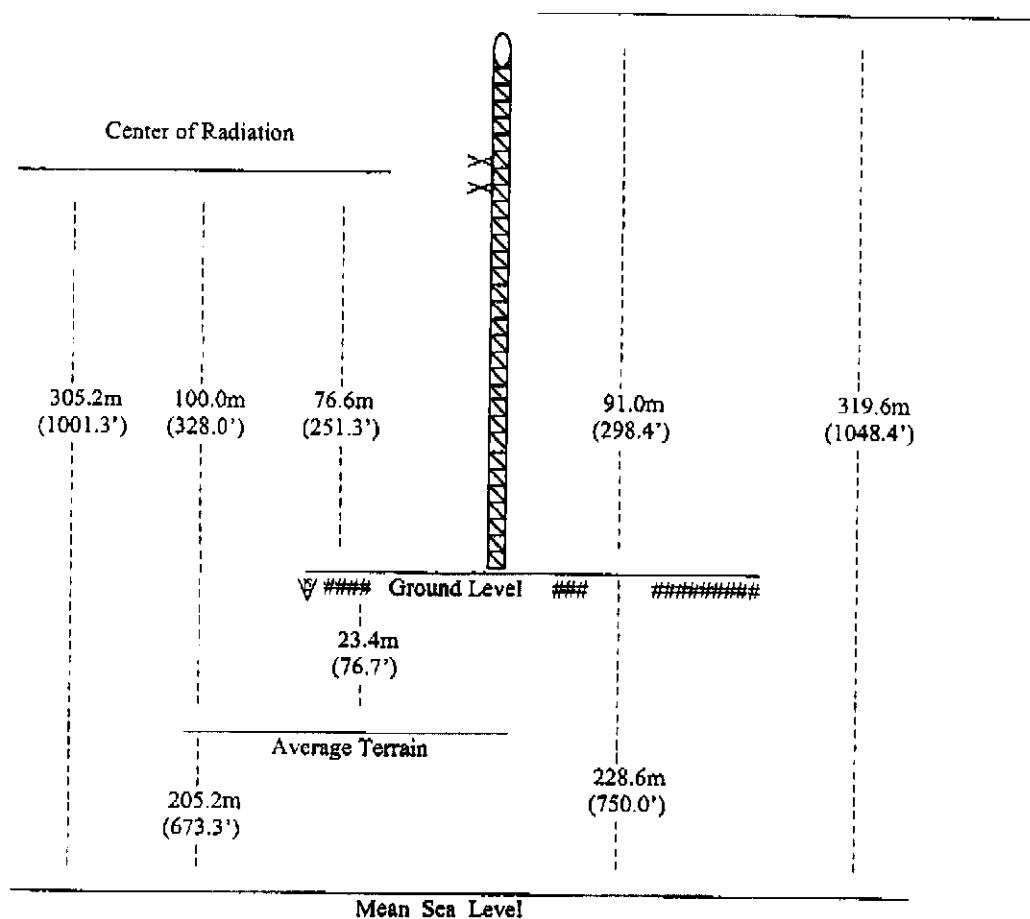
ERP = 6.0 kW		FM - 2-6 Tables		F(50-50)	F(50-50)
Ave. Elev.		Effective		Distance to	Distance to
3 to 16 km		Antenna Height		70 dBu Contour	60 dBu Contour
Azimuth	Meters AMSL	Meters AAT	ERP	km	km
°T.			(dBk)		
0	216.7	88.5	7.782	15.1	26.7
5	214.9	90.3	7.782	15.2	27.0
10	211.7	93.5	7.782	15.5	27.4
15	206.3	98.9	7.782	16.1	28.2
20	205.8	99.4	7.782	16.1	28.2
25	205.2	100.	7.782	16.2	28.3
30	201.2	104.	7.782	16.6	28.9
35	200.2	105.	7.782	16.7	29.0
40	205.8	99.4	7.782	16.1	28.2
45	206.4	98.8	7.782	16.0	28.1
50	207.1	98.1	7.782	16.0	28.0
55	207.5	97.7	7.782	15.9	28.0
60	210.5	94.7	7.782	15.6	27.6
65	214	91.2	7.782	15.3	27.1
70	217.4	87.8	7.782	15.0	26.6
75	218.4	86.8	7.782	14.9	26.5
80	221.2	84.0	7.782	14.6	26.1
85	222.4	82.8	7.782	14.5	25.9
90	221.5	83.7	7.782	14.6	26.0
95	222.8	82.4	7.782	14.5	25.8
100	222.5	82.7	7.782	14.5	25.9
105	222.9	82.3	7.782	14.5	25.8
110	224.2	81.0	7.782	14.4	25.6
115	221.8	83.4	7.782	14.6	26.0
120	219.9	85.3	7.782	14.8	26.3
125	219.4	85.8	7.782	14.8	26.3
130	219.8	85.4	7.782	14.8	26.3
135	218.1	87.1	7.782	14.9	26.5
140	216.8	88.4	7.782	15.1	26.7
145	218	87.2	7.782	14.9	26.5
150	216.8	88.4	7.782	15.0	26.7
155	215.3	89.9	7.782	15.2	26.9

Continued on the next page

Exhibit E, Figure 2

ERP = 47.0 kW		FM - 2-6 Tables		F(50-50)	F(50-50)
Azimuth °T.	Ave. Elev.	Effective	ERP (dBk)	Distance to	Distance to
	3 to 16 km Meters AMSL	Antenna Height Meters AAT		70 dBu Contour km	50 dBu Contour km
160	212.5	92.7	7.782	15.5	27.3
165	210	95.2	7.782	15.7	27.7
170	206.3	98.9	7.782	16.1	28.2
175	203.1	102.1	7.782	16.4	28.6
180	201.5	103.7	7.782	16.5	28.8
185	199.9	105.3	7.782	16.7	29.0
190	198.6	106.6	7.782	16.8	29.2
195	197.3	107.9	7.782	16.9	29.3
200	193.5	111.7	7.782	17.2	29.8
205	187.3	117.9	7.782	17.7	30.5
210	180.9	124.3	7.782	18.2	31.2
215	180.3	124.9	7.782	18.3	31.3
220	188.6	116.6	7.782	17.6	30.4
225	192.4	112.8	7.782	17.3	29.9
230	190.5	114.7	7.782	17.5	30.1
235	186.2	119.0	7.782	17.8	30.6
240	183.2	122.0	7.782	18.1	30.9
245	187.4	117.8	7.782	17.7	30.5
250	187.8	117.4	7.782	17.7	30.4
255	188.6	116.6	7.782	17.6	30.3
260	188.8	116.4	7.782	17.6	30.3
265	188.7	116.5	7.782	17.6	30.3
270	188.7	116.5	7.782	17.6	30.3
275	188.9	116.3	7.782	17.6	30.3
280	190.4	114.8	7.782	17.5	30.2
285	191.9	113.3	7.782	17.4	30.0
290	191	114.2	7.782	17.5	30.1
295	190.9	114.3	7.782	17.5	30.1
300	191.2	114.0	7.782	17.4	30.0
305	191.6	113.6	7.782	17.4	30.0
310	193.7	111.5	7.782	17.2	29.8
315	196.5	108.7	7.782	17.0	29.4
320	198.9	106.3	7.782	16.8	29.1
325	203	102.2	7.782	16.4	28.6
330	206.9	98.3	7.782	16.0	28.1
335	207.5	97.7	7.782	15.9	28.0
340	207.4	97.8	7.782	16.0	28.0
345	213	92.2	7.782	15.4	27.2
350	216.2	89.0	7.782	15.1	26.8
355	216.4	88.8	7.782	15.1	26.7





Proposed Location - 41° 36' 39" N. Lat.

88° 00' 33" W. Long. [NAD 27]

NOT DRAWN TO SCALE

Proposed antenna - 2 element.

ASRN - 1029848

Exhibit E, Figure 4
Vertical Sketch of
Supporting Structure

WTTW
 Joliet, Illinois
 Channel 228A - 93.5 MHz.
 November, 2002

Engineering Statement
In Support of an Application
for a Construction Permit

WJTW, Joliet, Illinois

Broadcast Facilities Within Area

Reference Coordinates:

41-36-39

88-00-33

<u>Call Letters</u>	<u>City of License</u>	<u>Freq. (mHz.) or Channel</u>	<u>Status</u>	<u>Distance (km)</u>	<u>Bearing (Deg)</u>
WLRA	Lockport, IL	88.100	APP	5.99	261.4
WLRA	Lockport, IL	88.100	LIC	6.06	260.3
W65CZ	Joliet, IL	TV ch 8	APP	8.11	195.7
* WJTW	Joliet, IL	93.500	LIC	9.22	203.9
WLLI-FM	Joliet, IL	96.700	LIC	9.22	203.9
** WJTW	Joliet, IL	93.500	APP	10.76	33.1
WCSF	Joliet, IL	88.700	LIC	11.42	220.6
W54AP	Blue Island, IL	TV ch 48	APP	15.31	122.7
W54AP	Blue Island, IL	TV ch 54	LIC	15.31	122.7

* Licensed facility of application.

** Pending application of instant application

Exhibit E, Figure 5
Broadcast Facilities
Within The Area

"NM Licensing"
WJTW
Joliet, Illinois
Channel 228A - 93.5 MHz.
November 2002

DISCLOSURE SCHEDULE TO
ASSET PURCHASE AGREEMENT

BY AND AMONG

NEXTMEDIA OPERATING, INC.,

NM LICENSING LLC,

AND

HBC ILLINOIS, INC.

AND

HBC LICENSE CORPORATION

DATED AS OF MAY 1, 2003

SCHEDULE 1.1 (a)

STATION LICENSES

WJTW-FM, File No.: BLH - 19980925KC, Facility ID No: 48449, Licensed to Joliet, IL

CP to relocate the transmitting facilities: FCC file no. BPH-20020822ABT

SCHEDULE 1.1.(b)

TANGIBLE PERSONAL PROPERTY

From the Transmitter Site:

Collins 831D Transmitter
BE FX-30 Exciter
Orban 8100 Audio Processor

From the Studio Site:

Broadcast Audio 12 channel Console
Broadcast Audio Power Supply
RE20 Microphone
Microphone Arm
Audiometrics Distribution Amplifier
Symetrix 528E Microphone Processor
Telos One Phone Interface
Sony Dual Cassette Deck
Sony CD Player
Broadcast Tools 1x6 Audio Switcher
Broadcast Audio Audio Amplifier
JBL 4312 speakers
Internet Computer

SCHEDULE 4.3
THIRD PARTY CONSENTS

Consent from Deutsche Bank Trust Company Americas.