

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this “First Amendment”) is made and entered into as of the “Effective Date,” defined below, by and among: (i) **METROPOLITAN RADIO GROUP, INC.**, a Texas corporation (“Seller”) and (ii) **TODD ROBINSON, INC.**, a North Carolina corporation (“Original Buyer”) and **United States CP, LLC**, a Delaware limited liability company (“Buyer’s Assignee”).

RECITALS

A. Seller entered into an Asset Purchase Agreement (the “Contract”) with Original Buyer with an Effective Date of July 11th, 2007, for certain assets associated with KNKN/KRMX, Pueblo Colorado, and Original Buyer assigned its rights under the Contract to Buyer’s Assignee by Assignment & Assumption with an effective date of July 18th, 2007 (the “Assignment”)

B. Seller, Original Buyer and Buyer’s Assignee now wish to amend the Contract as described in this First Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The above Recitals are hereby incorporated herein by reference.

2. **Indemnification Agreement.** Section 8.3 of the Contract is amended to provide the following new subsection:

“(d) An indemnification agreement from Buyer and Buyer’s assignee indemnifying Seller from any and all liability, loss, expense, or claim arising from the lease of the KNKN Transmitter Site by lease dated September 15, 2003 with William McCarthy and Marilyn Joann Warren as Lessor, which lease is being assigned and assumed as part of this transaction.”

3. **Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one agreement. This First Amendment shall be effective at such time as all parties hereto have executed a counterpart of this First Amendment and execution thereof has been communicated to the other party or parties to this First Amendment.

4. **Defined Terms.** Each capitalized term used in the First Amendment and not otherwise defined herein shall have the meaning ascribed to such term in the Contract. Except as expressly set forth in this First Amendment, the Contract shall remain in full force and effect in accordance with the reading intended thereof. In the event of a conflict between the terms of this First Amendment and the Contract, the terms of this First Amendment shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Dated this 25th day of July, 2007 (the “Effective Date”)

Metropolitan Radio Group, Inc.

By: _____
Mark L. Acker, President

Todd Robinson, Inc.

By: _____
Todd Robinson, President

United States CP, LLC

By: _____
W. Philip Robinson, Member