

**Citicasters Co.**

50 East RiverCenter Boulevard  
Suite 1200  
Covington, KY 41011  
(606) 655-2267

July 28, 2000

Rasp Broadcast Enterprises, Inc.  
110 Ottawa Street  
Toledo, Ohio 43602  
Attention: Daniel J. Haslinger

Ladies and Gentlemen:

This letter agreement ("Letter Agreement") sets forth the terms and conditions between Citicasters Co. ("Citicasters"), and Rasp Broadcast Enterprises, Inc. ("Rasp"), relating to the potential modification of radio station WJZE(FM), 97.3 MHz, Oak Harbor, Ohio (the "Station").

For One Dollar (\$1.00) and other good and valuable consideration tendered to Rasp, the receipt of which is hereby expressly acknowledged by Rasp, Rasp and Citicasters intending to be legally bound hereby agree as follows:

1. **STATION MODIFICATION.** At Citicasters' request, and subject to Rasp's approval, which shall not be unreasonably withheld, Rasp shall file with and diligently prosecute at the Federal Communications Commission (the "FCC") the necessary applications and filings to (a) obtain a construction permit from the FCC for the modification of the Station; (b) obtain a change in the FM table of allotments relating to the Station; and/or (c) obtain a license for such changes (a, b and c collectively referred to as the "Station Modification"), provided that Citicasters incurs the expenses or reimburses Rasp for its reasonable, expenses for the preparation and prosecution of such FCC filings. Upon the issuance by the FCC of its authorization(s) for the Station Modification, Rasp shall be obligated to take commercially reasonable efforts to implement the Station Modification provided that Citicasters incurs the expenses or reimburses Rasp for its reasonable, expenses for such implementation. In such instance, for any single expense in excess of \$1,000, or an aggregate of \$5,000 in expenses in any one month, for which reimbursement by Rasp is sought, Citicasters shall approve such expenditures in advance, in writing. Any construction undertaken relating to the Station shall be subject to the oversight and ultimate control of Rasp while it is licensee of the Station.
2. **TERM OF AGREEMENT.** This Agreement shall be in effect from the date hereof until the date of the valid termination of the Agreement for the Sale of Commercial Time of even date between the Parties.

3. AUTHORITY TO ENTER INTO LETTER AGREEMENT. Rasp and Citicasters each hereby warrant to the other that they have the authority to enter into this Letter Agreement that, when fully executed, this Letter Agreement is fully binding and enforceable.
4. ASSIGNMENT. Citicasters shall have the right to assign its interest in this Letter Agreement to any third party at any time in connection with the assignment of the Agreement for the Sale of Commercial Time between the parties.
5. BINDING EFFECT. To the extent not inconsistent with the other paragraphs in this Letter Agreement, this agreement shall be binding upon the parties hereto, their heirs, successors and assigns.
6. APPLICABLE LAW. This Agreement shall be governed by and interpreted under the laws of the State of Ohio.
7. COMPLIANCE WITH FEDERAL LAW AND REGULATIONS. The parties hereto expressly agree that in the performance of the terms and conditions of this Letter Agreement the parties will take all necessary action to assure that this Agreement and the exercise of the rights granted under this Letter Agreement is in full compliance with all applicable federal laws, rules and regulations, including, but not limited to, the Federal Communications Act and the rules and regulations promulgated by the FCC.
8. SPECIFIC PERFORMANCE. In the event that either party to this Letter Agreement fails to give a notice make a payment, make an offer, file an application, transfer and/or sell assets, close a sale and/or perform any other obligation which exists under the terms of this Letter Agreement, then in such event, the party seeking compliance with the terms and conditions of this Letter Agreement may institute and maintain a proceeding to compel the specific performance of this Letter Agreement by the one in default, in addition to seeking any and all other relief and pursuing such other remedies which are permissible at law or in equity. The prevailing party in any action for specific performance shall be reimbursed by the other party (the party which does not prevail) in full for all actual out of pocket expenses (including, but not limited to, actual attorney fees and costs) incurred by the prevailing party in obtaining the specific performance and enforcement of its rights and remedies under this Agreement.
9. HEADINGS. The headings contained in this Letter Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.
10. COUNTERPART SIGNATURES. This Letter Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the same original or the same counterparts.

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11. ENTIRE AGREEMENT. This Letter Agreement, the Agreement for the Sale of Commercial Time of even date and the Option Agreement between the parties embody the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or in writing, between them with respect to the subject matter hereof. No alteration, modification or change of this Letter Agreement shall be valid unless by like written instrument.
12. SEVERABILITY. If any provision in this Letter Agreement is held to be invalid, illegal, or unenforceable, this shall not effect any other provision hereof, and this Letter Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

If the foregoing is in accordance with our mutual agreement and constitutes a mutually satisfactory basis for proceeding as described herein, please so indicate by signing a copy of this Letter Agreement in the place indicated and returning it to the undersigned.

Sincerely,

CITICASTERS CO.

By: 

Name: Jerome L. Kersting

Title: SR. Vice President

Accepted and agreed to this 28<sup>th</sup>  
day of July, 2000.

RASP BROADCAST ENTERPRISES, INC.

By: 

Name: DANIEL J. HASLER

Title: CEO