

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this "Agreement") is made and entered into as of August 30, 2007, by and between **RADIO RANCH, LTD**, a Texas limited partnership ("Buyer"), and **RADIOACTIVE, LLC**, an Ohio limited liability company ("Seller").

RECITALS

WHEREAS, Buyer and Seller entered into an Option and Asset Purchase Agreement as of May 8, 2007 (the "OAPA") relating to the radio station on Channel 243A, 96.5 MHz, serving Ingram, Texas, FCC Facility ID No. 164252 (the "Station"); and

WHEREAS, Buyer and Seller entered into a Local Programming and Marketing Agreement as of May 8, 2007 (the "LMA") relating to the Station;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the OAPA and LMA, the parties hereto, intending to be legally bound, agree as follows:

AMENDMENT

1. LMA Amendment. Schedule A of the LMA is hereby amended by replacing such schedule with the attached Revised Schedule A and Schedule A-1.

2. OAPA Amendment. Section 1.4 of the OAPA is hereby amended by replacing the second sentence of such section, which stated: "The amount of each Installment Option Payment shall be determined at the time the first Installment Option Payment is due by dividing TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) by the number of complete calendar months remaining until the Outside Closing Date." with the following sentence: "The amount and due date of each Installment Option Payment is as set forth in the Revised Payment Schedule at Schedule A-1 to the LMA."

3. Scope of Amendment. Other than the specific changes stated above, all sections, terms and conditions of the OAPA and LMA remain in full force and effect. Notwithstanding the foregoing, any recitals or definitions contained in this Agreement that are inconsistent with corresponding recitals or definitions in the OAPA or LMA supersede such recitals and definitions contained in the OAPA and LMA. Any capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings ascribed to them in the OAPA.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

RADIOACTIVE, LLC

By: 

Name: Randy L. Michaels

Title: Member and President

BUYER:

RADIO RANCH, LTD

**Radio Ranch Management, L.C.,
General Partner**

By: 

Name: Lyndell M. Grubbs

Title: President

Revised Schedule A

LMA Monthly Payment

[REDACTED]

Schedule A-1

[REDACTED]