

**FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT**

1. This First Amendment to the Asset Purchase Agreement is made effective as of January 1, 2002 by and between Marathon Media Group, LLC ("Seller") and Western Broadcasting LS, LLC (as assignee of Simmons Media Group, Inc.) ("Buyer").

A. Whereas Seller and Buyer are parties to a December 29, 2000 Asset Purchase Agreement. Pursuant to that Agreement Seller is selling to the Buyer all of the assets of radio stations KREC(FM), Brian Head, Utah; KUNF(AM), Washington, Utah; and K252 DK, St. George Utah. In addition, Seller is selling to Buyer all of the capital stock of Two Mile High, Inc. (Two Mile High), the owner of real property related to KREC(FM).

2. Paragraph 10.1(c) of the Agreement is amended and substituted in full as follows:

(c) by the Buyer or the Seller, by notice to the other if the closing has not occurred by December 31, 2012. However, Buyer may, at its sole option, extend the closing by an additional twenty-four (24) months.

3. Paragraph 10.1(d) of the Agreement is amended and substituted in full as follows:

(d) by the Buyer, by notice to the Seller, if the Commission designates for a hearing the application.

4. In consideration of the foregoing, Buyer shall pay to Seller the sum of [REDACTED] p.m. Eastern Standard Time, February 5, 2002. Buyer has advanced the sum of [REDACTED] to Seller in December of 2001. Such payment shall be applied to the purchase price. [REDACTED]

5. So long as this First Amendment is in force and has not been terminated pursuant to the terms of this Amendment, Buyer shall have the exclusive option to cause either or both of the Stations to be sold, at any time, to a third party or parties, selected by Buyer (including, without limitation, multiple third party purchase transactions if other attempts to sell Stations pursuant to this option are not successful). If Buyer identifies qualified third party purchasers for either or both Stations, Sellers covenant to cooperate with Buyer and purchasers in the expeditious preparation of the necessary sale documentation, in the execution and joint filing of applications for FCC consent, in the diligent prosecution of the transfer applications toward the earliest possible grant, and to a closing. Any consideration received, or to be received, in connection with the sale of both Stations to a third party or parties shall be retained in full by Buyer. Upon consummation of any such sale the personal guaranty and this Agreement shall be terminated.

6. In the event the Commission does not approve the assignment of the stations (FCC File Nos. BAL-20010314AAA and BALH-20010314AAB), Seller agrees to repay to Buyer the consideration specified in paragraph 4 supra. Repayment shall be made within thirty (30) business days of Seller's receipt of a written request for repayment.

This amendment may be signed in counterparts, which together shall constitute one and the same instrument.

MARATHON MEDIA GROUP, LLC

By:   
 Name: Christopher Devine  
 Title: President, Marathon Media Inc  
ITS GENERAL PARTNER

WESTERN BROADCASTING, LS, LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**SECOND AMENDMENT TO TIME BROKERAGE AGREEMENT**

Effective as of January 1, 2002, the December 29, 2000 Time Brokerage Agreement between Marathon Media Group, LLC (Licensee) and Simmons Media Group, Inc. (Broker) is hereby amended to reflect the following:

1. Paragraph 2 of the Time Brokerage Agreement is hereby amended and substituted in full as follows:

2. Terms. The initial term of this Agreement shall commence on the date that Broker assigns its rights to broker KTSP(AM) and KEOT(FM), St. George, Utah, to a third party (the ["Effective Date"]) and continuing until December 31, 2012.

2. The first paragraph of Attachment A to the time Brokerage Agreement is deleted in full.

This amendment may be signed in counterparts, which together shall constitute one and the same instrument.

Broker:  
SIMMONS MEDIA GROUP, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Licensee:  
MARATHON MEDIA GROUP, LLC

Date: 2/5/02

By:  *Pres*  
*MARATHON MEDIA GROUP*  
*ITS GENERAL PARTNER*