

FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT
AND TIME BROKERAGE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT AND TIME BROKERAGE AGREEMENT is entered into this 1st day of February, 2004 by and between Nassau Broadcasting Holdings, Inc., ("Seller" and "Licensee") and Pamal Broadcasting Ltd., ("Purchaser" and "Broker") and 6 Johnson Road Licenses, Inc. ("Purchaser").

WHEREAS, Seller and Purchasers are parties to that certain Asset Purchase Agreement ("APA") dated February 5, 2003 whereby Seller agreed to sell and Purchasers agreed to buy the assets and license associated with WYNY-FM (FCC Facility ID #50056) which such radio station's call sign is now WXPB-FM; and

WHEREAS, Licensee and Purchasers are parties to that certain Time Brokerage Agreement ("TBA") dated February 5, 2003 which became effective April 2, 2003; and

WHEREAS, under the terms of the APA and the TBA, the agreements are cancelable by either party if the FCC has not approved the transfer of the license and the parties have not closed the transaction by February 5, 2004; and

WHEREAS, the parties do not wish to cancel or terminate the Agreements but wish to extend the date by which FCC approval and closing shall take place, and amend certain other provisions of the Agreements.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the sufficiency of which is acknowledged by both parties, the parties hereby amend these agreements as follows:

I. AMENDMENTS TO ASSET PURCHASE AGREEMENT

- A. Article 3, Section 3.2, "Purchase Price" is hereby amended to read as follows: **Eighteen Million Four Hundred Thousand Dollars (\$18,400,000).**
- B. Article 3, Section 3.3, "Time of Closing" is hereby amended to read as follows:

"The Closing of the transactions contemplated herein shall be held on a date in time as specified by the Purchaser in writing to the Seller that is no more than ten (10) business days after

the date upon which the consent of the FCC to the FCC Application, as hereafter defined in Section 6.1, has become effective (the "FCC Order"). The Closing shall take place at the offices of Purchaser at 10:30 AM local time, or at such other time or place as mutually agreed. In the event the parties are unable to complete the Closing on or before the date otherwise provided in this Section 3.3, either party may request a brief extension (up to five (5) business days) of that date and the other party shall not unreasonably withhold its consent to such extension, provided that the party requesting such extension is not already in default under the terms of this Agreement."

C. Article 6 is hereby amended to add the following Section 6.1.3.

"Within three (3) days of the execution of this Amendment, the parties shall jointly notify the FCC that they are withdrawing and requesting dismissal of the FCC Application and simultaneously with such dismissal, the parties shall refile the application for assignment of the FCC licenses to 6 Johnson Road (the "New FCC" Application"). Further, upon the filing of the New FCC Application, all references to the "FCC Order" in the Agreement, as amended, shall be deemed to apply to the approval by the FCC of the New FCC Application. Purchaser expressly acknowledges that in addition to the duties specified in Section 6.1.2, in the event of any filings made by Seller in support of the New FCC Application, Purchaser will promptly provide Seller any information in Purchaser's possession that Seller and its counsel reasonably deem necessary to expedite the processing of the New Assignment Application and receipt of the FCC Order."

D. Article 10, Section 10.1.4, "Termination" is hereby amended to substitute the following:

"... by either Purchaser or Seller if the Closing has not occurred on or before such date that is twelve (12) months after the date of this First Amendment to Asset Purchase Agreement and Time Brokerage Agreement.

- E. Article 11, Section 11.8.1, "Benefit and Assignment" is hereby amended to add the following language:

"...provided however, Seller hereby consents to Purchasers' collateral assignment of its rights hereunder to Bank of Montreal, Chicago Branch, as Agent, provided such consent to assignment is specifically conditioned upon the Assignee's acceptance of, upon its exercise of its rights under the Collateral Assignment, of Purchaser's obligations and responsibilities under the Asset Purchase Agreement."

II. Amendments to Time Brokerage Agreement

- A. Paragraph 2, "Payments" is hereby amended to read as follows:

"Broker acknowledges that Licensee is due the sum of One Million One Hundred and Eighty Two Thousand Three Hundred and Ten Dollars (\$1,182,310.00) as the fees due under the Time Brokerage Agreement for the period of April 2, 2003 until January 31, 2004. The daily fee of [REDACTED] shall continue to accrue until fourteen (14) calendar days after the date of initial consent of the FCC to the transfer of the License to Broker and thereafter, the daily fee shall be [REDACTED] per day, until closing under the Asset Purchase Agreement, provided any such delay is not the result of Licensee's breach of the Asset Purchase Agreement. [REDACTED]

- III. All other provisions of the Asset Purchase Agreement and Time Brokerage Agreement to remain in full force and effect unless specifically amended here.
- IV. Both parties acknowledge and agree that each has complied in all respects with the provisions of the Asset Purchase Agreement and Time Brokerage Agreement and that neither is in breach thereof from the date of the execution of the Asset Purchase Agreement and Time Brokerage Agreement to the date of this First Amendment.
- V. **Facsimile Signature in Counterparts.**

This Agreement may be executed in separate facsimile counterparts, none of which need contain the facsimile signatures of all parties, each of which

shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than the number of counterparts containing the respective facsimile signatures of, or on behalf of, all of the parties hereto.

{Signature Page To Follow}

IN WITNESS WHEREOF, this First Amendment to Asset Purchase Agreement and Time Brokerage Agreement has been duly executed by the parties hereto as of the date first above written.

SELLER and LICENSEE

NASSAU BROADCASTING HOLDINGS, INC.

By:

Louis F. Mercatanti, Jr., President

PURCHASER and BROKER

PAMAL BROADCASTING LTD.

By:

James A. Morrell, CEO

PURCHASER

6 JOHNSON ROAD LICENSES, INC.

By:

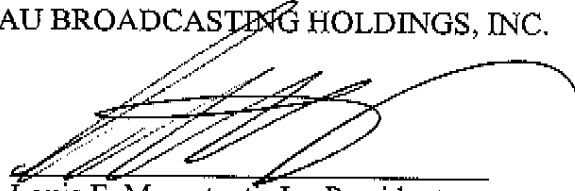
James J. Morrell, CEO

IN WITNESS WHEREOF, this First Amendment to Asset Purchase Agreement and Time Brokerage Agreement has been duly executed by the parties hereto as of the date first above written.

SELLER and LICENSEE

NASSAU BROADCASTING HOLDINGS, INC.

By:


Louis F. Mercatanti, Jr., President

PURCHASER and BROKER

PAMAL BROADCASTING LTD.

By:

James J. Morrell, CEO

PURCHASER

6 JOHNSON ROAD LICENSES, INC.

By:

James J. Morrell, CEO