

**FIFTH AMENDMENT TO FIRST AMENDED AND
RESTATED AGREEMENT OF PARTNERSHIP OF
AMERICOM,
a California Limited Partnership**

This Fifth Amendment to the First Amended and Restated Agreement of Partnership of Americom, a California Limited Partnership (the "Partnership"), dated as of November __, 2003 by and among the parties set forth below. The parties set forth below constitute the present general partners and a majority in interest of both the present limited partners and all persons who were limited partners at the time of the Fourth Amendment of said Partnership.

Subject to any required approvals of the Federal Communications Commission ("FCC"), a portion of the Limited Partnership Interest of City News Service of Los Angeles, Inc. is transferred to Radio Partners, a California general partnership and Radio Partners is admitted as a Limited Partner, a portion of the Limited Partnership Interest of A. Thomas Quinn is transferred to Amy Quinn pursuant to the dissolution of their marriage, and the Limited Partnership Interest of Richard and Judy Nagler is allocated one-half to each of them separately pursuant to the dissolution of their marriage.

The undersigned hereby agree, ratify and confirm that, subject to FCC approval, the general partners of the Partnership, the Class A limited partners of the Partnership and the Class B limited partner of the Partnership, as well as their percentage allocations, are as set forth on Exhibit A attached hereto and incorporated herein by reference. Schedule B of the First Amended and Restated Agreement of Partnership is hereby amended to reflect the general partners of the Partnership, the Class A limited partners of the Partnership and the Class B limited partner of the Partnership, as well as their percentage allocations, as set forth on Exhibit A.

Each of the undersigned consent to any and all transfers in order to result in the persons set forth in Schedule A being the partners of the Partnership, waive any restrictions contained in the Partnership Agreement in connection with any transfers resulting in such Partnership Interests, consent to the admission of Amy Quinn, Richard Nagler and Judy Nagler as Substituted Limited Partners and amend the Partnership Agreement solely to the extent necessary to reflect the ownership of all of the Partnership Interests as set forth on Exhibit A.

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

"GENERAL PARTNERS"

Tom Quinn

CITY NEWS SERVICE OF LOS ANGELES, INC., a
corporation

By: _____
Tom Quinn, Chairman

RN, INC.

By: _____
Richard Nagler, President

"PRESENT CLASS A LIMITED PARTNERS"

RADIO PARTNERS, a California general
partnership

By: _____
Tom Quinn, general partner

Amy Quinn

By: _____
Tom Quinn, as Attorney-in-Fact for and on behalf
of Amy Quinn

Richard Nagler

By: _____
Tom Quinn, as Attorney-in-Fact for and on behalf
of Richard Nagler

Judy Nagler

By: Tom Quinn, as Attorney-in-Fact for and on behalf
of Judy Nagler

Douglas Faigin

By: Tom Quinn, as Attorney-in-Fact for and on behalf
of Douglas Faigin

Mary Jean Pew

By: Tom Quinn, as Attorney-in-Fact for and on behalf
of Mary Jean Pew

Dan Blackburn

By: Tom Quinn, as Attorney-in-Fact for and on behalf
of Dan Blackburn

Mary Nichols

By: Tom Quinn, as Attorney-in-Fact for and on behalf
of Mary Nichols

John Daum

By: Tom Quinn, as Attorney-in-Fact for and on behalf
of John Daum

Lawrence Nagler, Trustee of the Eric Nagler Trust

By:

Tom Quinn, as Attorney-in-Fact for and on behalf
of Lawrence Nagler

Lawrence Nagler, Trustee of the Jamie Nagler Trust

By:

Tom Quinn, as Attorney-in-Fact for and on behalf
of Lawrence Nagler

Lawrence Nagler, Trustee of the Gina Nagler Trust

By:

Tom Quinn, as Attorney-in-Fact for and on behalf
of Lawrence Nagler

Lawrence Nagler, Trustee of the Jason Nagler Trust

By:

Tom Quinn, as Attorney-in-Fact for and on behalf
of Lawrence Nagler

Lawrence Nagler, Trustee of the Shauna Nagler Trust

By:

Tom Quinn, as Attorney-in-Fact for and on behalf
of Lawrence Nagler

Lawrence Nagler, Trustee of the Rachel Nagler Trust

By:

Tom Quinn, as Attorney-in-Fact for and on behalf
of Lawrence Nagler

"CLASS B LIMITED PARTNER"

Dan Blackburn

By:

Tom Quinn, as Attorney-in-Fact for and on behalf
of Dan Blackburn

EXHIBIT A
AMERICOM
SCHEDULE B OF AGREEMENT OF PARTNERSHIP OF AMERICOM

| <u>General Partners</u> | <u>Capital</u> | <u>Allocation of Profits and Losses From Operations</u> |
|-------------------------------------|-----------------------|---|
| Tom Quinn | \$153,440.10 | 12.9122% |
| City News Service | 53,085.70 | 1.0000 |
| RN, Inc. | 0.00 | 0.0011 |
| <u>Class A Limited Partners</u> | | |
| Richard Nagler | 934,729.35 | 21.0000 |
| Judy Nagler | 934,729.35 | 21.0000 |
| Radio Partners | 1,258,423.18 | 23.7055 |
| Amy Quinn | 178,250.56 | 15.0000 |
| Douglas Faigin and Mary Jean Pew | 31,250.00 | 0.6553 |
| Dan Blackburn | 48,884.00 | 1.0251 |
| Mary Nichols and John Daum | 50,000.00 | 1.0485 |
| Eric Nagler Trust | 15,000.00 | 0.3146 |
| Jamie Nagler Trust | 15,000.00 | 0.3146 |
| Gina Nagler Trust | 15,000.00 | 0.3146 |
| Jason Nagler Trust | 15,000.00 | 0.3146 |
| Shauna Nagler Trust | 15,000.00 | 0.3146 |
| Rachael Nagler Trust | 5,000.00 | 0.1047 |
| <u>Class B Limited Partner</u> | | |
| Dan Blackburn | 0.00 | 0.9746 |
| | <u>\$3,722,792.24</u> | <u>100.00%</u> |