

November 29, 2012

Triad Broadcasting Company, LLC,
on behalf of Seller (as defined below)
2511 Garden Road #104A
Monterey, CA 93940
Attention: David J. Benjamin, CEO
Facsimile: (831) 655-6355

Re: *Asset Purchase Agreement (the "Purchase Agreement") dated October 26, 2012 among Triad Broadcasting Company, LLC, Monterey Licenses, LLC, Mississippi Media Broadcasting, LLC, Go Radio Broadcasting, LLC, JMP Radio Group, LLC, Adventure Communications, LLC and Adventure Communications, Inc. (collectively "Seller") and L&L Broadcasting LLC ("Buyer")*

Gentlemen:

Pursuant to Section 11.9 of the Purchase Agreement, the Purchase Agreement automatically terminated when the Effective Date did not occur by November 26, 2012. By signing below, each party hereto confirms its agreement that, notwithstanding anything to the contrary in the Purchase Agreement:

- (i) the Purchase Agreement is hereby reinstated and is in full force and effect, and (A) Articles 1, 6, 7, 8 and 9 and Sections 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.12 are effective as of the Effective Date, (B) the Purchase Agreement is otherwise effective as of October 26, 2012, including without limitation the representations and warranties set forth in Article 2 and (C) the "date hereof" and the "date of this Agreement" as used in the Purchase Agreement shall mean October 26, 2012,
- (ii) the Effective Date is November 29, 2012,
- (iii) the Deposit is to be paid by Buyer into the escrow account on November 29 or 30, 2012, and
- (iv) the FCC Application is to be filed on November 29 or 30, 2012.

Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in the Purchase Agreement. This letter agreement may be executed in multiple counterparts. By signing below, each party represents and warrants as of the date hereof that the (i) execution, delivery and performance of this letter agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of such party and do not require any further authorization or consent, and (ii) this letter agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of such party enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

[SIGNATURE PAGE FOLLOWS]

13526832

SIGNATURE PAGE TO LETTER AGREEMENT

Very truly yours,

L&L BROADCASTING LLC

By: _____

Name: Larry Wilson
Title: CHAIRMAN

Please sign below to confirm the foregoing agreement.

TRIAD BROADCASTING COMPANY, LLC

By: _____

Name: David Benjamin
Title: President

MONTEREY LICENSES, LLC

By: _____

Name: David Benjamin
Title: President

MISSISSIPPI MEDIA BROADCASTING, LLC

By: _____

Name: David Benjamin
Title: President

GO RADIO BROADCASTING, LLC

By: _____

Name: David Benjamin
Title: President

JMP RADIO GROUP, LLC

By: _____

Name: David Benjamin
Title: President

SIGNATURE PAGE TO LETTER AGREEMENT

Very truly yours,

L&L BROADCASTING LLC

By: _____

Name: _____

Title: _____

Please sign below to confirm the foregoing agreement.

TRIAD BROADCASTING COMPANY, LLC

By: _____

Name: David Benjamin

Title: President

MONTEREY LICENSES, LLC

By: _____

Name: David Benjamin

Title: President

MISSISSIPPI MEDIA BROADCASTING, LLC

By: _____

Name: David Benjamin

Title: President

GO RADIO BROADCASTING, LLC

By: _____

Name: David Benjamin

Title: President

JMP RADIO GROUP, LLC

By: _____

Name: David Benjamin

Title: President


ADVENTURE COMMUNICATIONS, LLC

By:


Name: David Benjamin
Title: President

ADVENTURE COMMUNICATIONS, INC.

By:


Name: David Benjamin
Title: President