

FIRST AMENDMENT TO ASSETS PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSETS PURCHASE AGREEMENT (this “Amendment”) is made and entered as of the 10th day of August, 2006 and amends that certain Assets Purchase Agreement dated May 9, 2006 (the “Original Agreement”) by and among **REGENT BROADCASTING OF PEORIA, INC.**, a Delaware corporation (“Buyer”), and **AAA ENTERTAINMENT LLC**, a Delaware limited liability company (“Entertainment”), **AAA ENTERTAINMENT LICENSING LLC**, a Delaware limited liability company (“Licensing”), and **B&G BROADCASTING, INC.**, a Delaware corporation and a wholly owned subsidiary of Entertainment (“B&G;” collectively with Entertainment and Licensing, the “Seller”).

RECITALS

WHEREAS, Entertainment and Licensing directly owns the assets of radio station WXMP-FM and Entertainment indirectly owns the assets of radio station WZPW-FM through its ownership of 1000 shares of common stock of B&G and Entertainment operates each such station, each such station being licensed to Peoria, Illinois (collectively, the “Stations”, and each individually, a “Station”) pursuant to licenses issued by the Federal Communication Commission (“FCC”); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, (i) certain assets of, and assume certain obligations associated with the ownership and operation of, WXMP-FM, and (ii) the Stock (as defined below), all on the terms and subject to the conditions set forth herein and in the Original Agreement, so that Buyer shall thereafter directly own WXMP-FM through its acquisition of such assets and indirectly own WZPW-FM through its acquisition of the Stock; and

WHEREAS, in order to induce each party to enter into this Amendment, each party is willing to enter into this Amendment and make certain representations and warranties to, and covenants and agreements with the other party or parties.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree that the Original Agreement shall be amended as follows (capitalized terms used and not otherwise defined herein are used with the meaning set forth in the Original Agreement):

1. Purchase and Sale of the Stock. On the terms and subject to the conditions hereof, on the Closing Date, Entertainment shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of the Stock, free and clear of Liens except Permitted Liens. At the Closing, Entertainment shall deliver to Buyer certificate(s) evidencing all of the Stock, duly endorsed in blank or with stock powers duly executed by Entertainment (the “Certificates”).

2. Those Station Assets that are owned by B&G shall not be conveyed directly to Buyer but shall continue to be owned by B&G. Those assets of B&G that would constitute

Excluded Assets (other than those Excluded Assets referred to in Section 1.2.5, which shall be retained by B&G) shall be assigned by B&G to Entertainment immediately prior to Closing. All obligations of B&G which would constitute Retained Liabilities shall be assigned by B&G to Entertainment and assumed by Entertainment immediately prior to the Closing.

3. Section 3.1.1 of the Original Agreement shall be deleted in its entirety and replaced with the following:

“3.1.1 In consideration for the sale of the Stock and the Station Assets to Buyer, in addition to the assumption of certain obligations of Seller pursuant to Section 2.1, Buyer shall, at the Closing, deliver to Seller Eleven Million Seven Hundred Fifty Thousand Dollars (\$11,750,000) by wire transfer of immediately available funds (the “Purchase Price”), subject to adjustment pursuant to the provisions of Sections 3.2 and 3.3 below.”

4. Section 3.1.2 of the Original Agreement shall be deleted in its entirety and replaced with the following:

“3.1.2 Notwithstanding the foregoing, the parties agree that at the Closing, Buyer, Seller and The Bank of New York, as Escrow Agent (the “Indemnification Escrow Agent”), shall enter into an Indemnification Escrow Agreement in the form of Exhibit H hereto (as modified pursuant hereto) (the “Indemnification Escrow Agreement”) pursuant to which Seller shall deposit with the Indemnification Escrow Agent (i) any amount in dispute referred to in Section 3.3.3 or 3.3.4, to be released pursuant to the provisions of such Sections 3.3.3 and 3.3.4 and the Indemnification Escrow Agreement and (ii) One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) (the “Indemnification Escrow Deposit”). The Indemnification Escrow Deposit shall be held in escrow for a period of at least two (2) years from the Closing Date which will be used to satisfy indemnification claims of Buyer pursuant Section 15.2.1 hereof, and which funds shall otherwise be administered and released as specifically provided for in the Indemnification Escrow Agreement.

5. Section 3.2.2 of the Original Agreement shall be deleted in its entirety and replaced with the following:

“3.2.2 Buyer has wired Six Hundred Twenty Five Thousand Dollars (\$625,000) to the Deposit Escrow Agent’s trust account pursuant to the Deposit Escrow Agreement. Such deposit shall be reduced to Five Hundred Eighty-Seven Thousand Five Hundred Dollars (\$587,500) (the “Escrow Deposit”). Buyer and Seller shall (i) execute joint written instructions authorizing the Escrow Agent to remit to Buyer the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) and (ii) an amendment to the Deposit Escrow Agreement reflecting the new amount of the Escrow Deposit. At the Closing, the Escrow Deposit shall be applied to the Purchase Price to be paid to Seller and the interest accrued thereon shall be paid to Buyer. As more fully described in the Deposit Escrow Agreement: (a) in the event this Agreement is terminated solely because of Buyer’s material breach of this Agreement or Buyer’s termination of this Agreement pursuant to Section 16.1.11 and Seller shall at such time not be in material breach of this Agreement, the Escrow Deposit shall be paid to Seller as liquidated damages as provided in Section 16.4 hereto for Buyer’s material breach of this Agreement (the payment of such sum to Seller shall discharge any liability Buyer may have to Seller hereunder) and the

interest accrued on the Escrow Deposit shall be paid to Buyer; and (b) in the event this Agreement is terminated under any circumstances other than those set forth in the immediately preceding clause (a), the Escrow Deposit and the interest accrued thereon shall be paid to Buyer.”

6. Section 3.4 of the Original Agreement shall be deleted in its entirety and replaced with the following:

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets as follows Three Million Dollars (\$3,000,000) shall be allocated to the Stock and the remainder of the Purchase Price shall be allocated to the Station Assets of WXMP-FM in accordance with an allocation schedule heretofore mutually agreed to by the parties and attached hereto as Exhibit I. Seller and Buyer agree to use the allocations determined by Buyer for all tax purposes, including without limitation, those matters subject to Section 1060 of the Internal Revenue Code of 1986, as amended.

7. Section 15.4.5 of the Original Agreement shall be deleted in its entirety and replaced with the following:

“15.4.5 Buyer’s indemnification obligations to Seller pursuant to this Section 15 shall be limited to Five Hundred Eighty-Seven Thousand Five Hundred Dollars (\$587,500).”

8. Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, shall survive the Closing and shall be unaffected by any investigation heretofore or hereafter made by Buyer:

8.1 Charter. Bylaws, Corporate Records, and Business Records.

8.1.1 A true, correct and complete copy of (i) the certificate of incorporation of B&G, as amended and in effect on the date hereof, (ii) the bylaws of B&G, as amended and in effect on the date hereof, and (iii) the stock ledgers and stock transfer records of B&G (collectively, the “Corporate Documents”) have been previously provided to Buyer, or will be provided to Buyer at Closing. The minute books of B&G (the “Minute Books”) have been previously provided to Buyer, or will be provided to Buyer at Closing. The Minute Books contain complete and accurate records of all meetings and other corporate actions of the board of directors, committees of the board of directors, incorporators and shareholders of B&G. All such meetings were duly called and held, and a quorum was present and acting throughout each such meeting. The stock ledgers and stock transfer records contained in the Corporate Documents reflect all current issuances of all shares of capital stock of B&G, and certificates representing all canceled shares of capital stock, if any, have been returned to the stock ledger, except where B&G has received a lost certificate affidavit from the registered owner (or their lawful representative) of the shares evidenced thereby.

8.1.2 All books and records of B&G with respect to the conduct of the business of B&G (the “Corporate Records”) are located at the offices of B&G. The Corporate

Records are correct and complete, have been maintained in a manner sufficient to record all financial and other business transactions of B&G, to prepare financial statements of B&G in accordance with B&G's historic accounting policies, consistently applied with prior periods, and to enforce all of the rights of B&G with respect to other Persons. B&G has not discarded any records with respect to any transaction or series of transactions with respect to which any statute of limitations has not expired.

8.2 Capitalization of B&G. The entire authorized capital stock of B&G consists of 410 shares of Class A Common Voting Shares, \$1.00 par value per share and 590 shares of Class B Common Non-Voting Shares, \$1.00 par value per share, all shares are issued and outstanding (the "Stock"). The Stock constitutes all of the outstanding capital stock of B&G. All shares of the Stock have been duly authorized, are validly issued and outstanding, and are fully paid and non-assessable. No securities issued by B&G from the date of its incorporation to the date hereof were issued in violation of any statutory or common law preemptive rights. There are no dividends which have accrued or been declared but are unpaid on the Stock. All Taxes required to be paid in connection with the issuance and any transfers of the Stock have been paid. All permits or authorizations required to be obtained from or registrations required to be effected with any Person in connection with any and all issuances of securities of B&G from the date of its incorporation to the date hereof have been obtained or effected, and all securities of B&G have been issued and are held in accordance with the provisions of all applicable Federal and state securities or other laws.

8.3 Rights, Warrants, Options. There are no outstanding (a) securities or instruments convertible into or exercisable for any of the capital stock or other equity interests of B&G; (b) options, warrants, subscriptions or other rights to acquire capital stock or other equity interests of B&G; or (c) commitments, agreements or understandings of any kind, including employee benefit arrangements, relating to the issuance or repurchase by B&G of any capital stock or other equity interests of B&G, or any instruments convertible or exercisable for any such securities or any options, warrants or rights to acquire such securities.

8.4 Title to Stock. Entertainment is the record and beneficial owner of, and has good and marketable title to, the Stock, and the Stock is owned free and clear of any Encumbrances whatsoever, including, without limitation, claims or rights under any voting trust agreements, shareholder agreements or other agreements. The Stock constitute all of the issued and outstanding capital stock of B&G. At the Closing, Entertainment will transfer and convey, and Buyer will acquire, good and marketable title to the Stock, free and clear of all Encumbrances whatsoever.

8.5 Employees. All employees of the Stations are employees of Entertainment, not of B&G, which has no employees and no obligations to employees of any nature.

8.6 B&G does not own, directly or indirectly, any capital stock or other equity, ownership or other proprietary interest in any other Person or entity.

9. Seller covenants and agrees that, between the date hereof and the Closing Date, except with the prior written consent of Buyer, Seller shall cause Seller to, act in accordance with the following:

9.1 B&G will not authorize or effect any change in its Articles of Incorporation and/or any other corporate documents.

9.2 B&G will not grant any issue, sell or grant options, warrants, or other rights to purchase, subscribe or obtain any of its capital stock or issue, sell, or otherwise dispose of any of its capital stock or rights or obligations convertible into or exchangeable for any shares of B&G or make any changes by split-up, re-organization or capital re-structure of B&G.

9.3 B&G will not declare, set aside, or pay any dividend or distribution with respect to its capital stock (whether in cash or in kind), or directly or indirectly redeem, repurchase, or otherwise acquire any of its capital stock, or rights or obligations convertible or exchangeable for any shares or capital stock of B&G, or other rights to purchase or subscribe to any of the foregoing.

9.4 B&G shall not incur any debt, shall not mortgage or otherwise encumber any of the Station Assets, enter into or modify or extend any contract or contracts, commitments, or otherwise, or assume, guaranty, endorse or otherwise become liable for any obligations of any person or entity, or make any loans or advances to any persons or entities, or make any capital contributions or investments in any person or entity.

9.5 B&G shall not (i) make any changes to its accounting methods (including tax accounting methods or principles), (ii) make any material tax elections or settle or compromise any tax liability or (iii) agree to settle or compromise any suits or claims of liability.

9.5 B&G will deliver to Buyer true and accurate copies of Corporate Documents, the Minute Books, and the Corporate Records.

10. Buyer shall not assume any other obligations or liabilities, including but not limited to those related to B&G, other than the Assumed Liabilities as set forth in the Original Agreement.

11. Section 14.1.6 of the Original Agreement shall be deleted in its entirety and replaced with the following:

14.1.6 A Noncompetition and Confidentiality Agreement in the form of Exhibit B between Buyer, Entertainment, Peter H. Ottmar and John Maguire (the “Noncompetition Agreement”), such Noncompetition Agreement shall not include restrictions on Seller with respect to radio stations WXCL-FM, WDQX-FM, WWCT-FM, WIHN-FM, WYST-FM, WRPW-FM and WDQZ-FM, licensed to Peoria or Bloomington Illinois or their vicinity by the FCC (“Seller’s Stations”) so long a Seller holds the FCC licenses to the Seller’s Stations.

12. Section 14.1.8 of the Original Agreement shall be deleted in its entirety and replaced with the following:

14.1.8 A written opinion of Seller's counsel in the form of Exhibit D with such revisions as provided by Buyer as related to the purchase and sale of the Stock, dated as of the Closing Date;

13. A new Section 14.1.12 shall be added as follows:

"14.1.12 The Certificates."

14. Section 15.1.2 of the Original Agreement shall be deleted in its entirety and replaced with the following:

"15.1.2 The Warranties in the third sentence of Section 7.7, the first sentence of Section 7.8.3 and Section 7.11 of the Original Agreement and Section 8.1, 8.2, 8.3 and 8.4 of this Amendment shall survive the Closing without limitation."

15. Section 15.2.1 of the Original Agreement shall be deleted in its entirety and replaced with the following:

"15.2.1 Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or related to: (a) any breach of the Agreements or Warranties given or made by Seller in this Agreement; (b) the Retained Liabilities; (c) any failure of the parties to comply with any "bulk sales" laws applicable to the transactions contemplated hereby; (d) the conduct of the business and operations of the Stations or any portion thereof or the use or ownership of the Station Assets prior to the Closing Date; (e) the failure of Buyer to hire any employee of Seller; (f) a breach of representation contained in 8.1, 8.2, 8.3 or 8.4 of the Amendment; (g) a breach of Agreement contained in Section 9.5 of the Amendment.

16. Section 15.4.2 of the Original Agreement shall be deleted in its entirety and replaced with the following:

Neither party shall be liable for indemnification to the other party except if and solely to the extent (if any) that the amount of the indemnified party's post-closing claims for Damages exceeds Seventy Five Thousand Dollars (\$75,000) and then indemnifying party shall be responsible for all Damages from the first dollar, except to the extent relating to fraud or intentional breach and for Damages under Sections 15.1.3, 15.2.1(b), (c) (f) and (g) and 15.2.2(b) and (d), as to which there shall be no deductible amount.

17. Buyer and Seller shall take such actions as shall be necessary or advisable to cause the FCC Consent to be a consent to Buyer's acquisition of the Stock rather than the Station Assets of WXMP-FM, and the term "FCC Consent" shall mean such a consent.

18. Seller shall be responsible for the preparation and filing of all tax returns which include the operations of B&G for any period ending on or before the Closing Date. Seller shall make or cause to be made all payments required with respect to any such tax returns. Buyer shall promptly reimburse Seller for the amount of any such taxes paid by the Seller to the extent such taxes are attributable to periods following the Closing Date. Buyer shall be responsible for

the preparation and filing of all other tax returns for B&G. Buyer shall make all payments required with respect to any such tax returns; provided, however, that Seller shall promptly reimburse Buyer to the extent any payment Buyer is required to make relates to the operations of B&G for any period ending on or before the Closing Date. Buyer and Seller shall cooperate in the preparation of all tax returns for any tax periods for which one party could reasonably require the assistance of the other party in obtaining any necessary information.

19. In all other respects, except as modified by the foregoing, the Original Agreement, as heretofore in effect, is approved, ratified and confirmed.

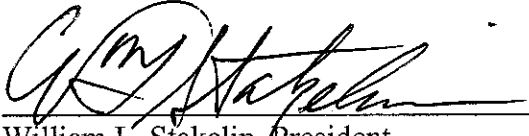
20. This Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**SIGNATURE PAGE TO FIRST AMENDMENT TO ASSETS PURCHASE
AGREEMENT**

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

**REGENT BROADCASTING OF PEORIA,
INC.**

By:



William L. Stakelin, President

**SIGNATURE PAGE TO FIRST AMENDMENT TO ASSETS PURCHASE
AGREEMENT**

AAA ENTERTAINMENT LLC

By: AAA ENTERTAINMENT HOLDINGS<
LLC, Manager

By: BACK BAY BROADCASTERS, LLC
Manager

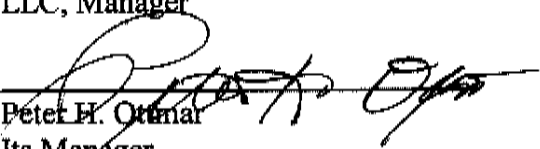
By: 
Peter H. Ottmar
Its Manager

AAA ENTERTAINMENT LICENSING LLC

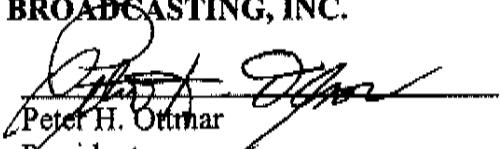
By: AAA ENTERTAINMENT LLC,
Manager

By: AAA ENTERTAINMENT
HOLDINGS, LLC, Manager

By: BACK BAY BROADCASTERS,
LLC, Manager

By: 
Peter H. Ottmar
Its Manager

B&G BROADCASTING, INC.

By: 
Peter H. Ottmar
President