

LOCAL MARKETING AGREEMENT

This LOCAL MARKETING AGREEMENT (the “**Agreement**”), made as of this 31st day of October, 2016, by and between Univision Radio Broadcasting Texas, L.P. and Tichenor License Corporation (collectively, “**Univision**”), and Grupo Radio Centro TX, LLC (“**GRC**”).

WITNESSETH:

WHEREAS, Univision is the owner of substantially all of the assets used or useful for the operation of radio stations KAMA(AM), El Paso, TX, (FCC Facility ID No. 36948), KQBU-AM, El Paso, TX (FCC Facility ID No. 67065), and KBNA-FM, El Paso, TX (Facility ID No. 67066) (each, a “**Station**” and collectively the “**Stations**”), including certain licenses and authorizations issued by the Federal Communications Commission (“**FCC**”);

WHEREAS, Univision as Seller and 97.5 Holdings TX, Inc. and 97.5 Licensee TX LLC, as Buyer, have entered into an Asset Purchase Agreement (the “**Asset Purchase Agreement**”) dated as of this date, pursuant to which Buyer will acquire all of the assets of the Stations, including the FCC licenses and authorizations thereto, subject to prior FCC approval;

WHEREAS, prior to consummation of the Asset Purchase Agreement, GRC desires to assist Univision in providing programming to be transmitted on each of the Stations and to provide management and operation services with respect to the Stations; and

WHEREAS, Univision desires to accept GRC’s assistance and transmit programming supplied by GRC on the Stations while maintaining ultimate control over the Station’s finances, personnel matters and programming;

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

AGREEMENTS:

In consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

ARTICLE 1 - PROGRAMMING

Section 1.1 GRC Programming. During the Term of this Agreement (as defined below), GRC hereby agrees to provide and Univision agrees to transmit on the Stations radio programming and associated advertising, promotional, and public service programming sufficient to program a substantial amount of each Stations’ broadcast day, on a daily basis (hereinafter “**GRC Programming**”).

Section 1.2 Univision Programming. Univision shall retain ultimate responsibility for ascertainment of the needs of each Station’s community of license and service area. During the Term of this Agreement, GRC will consult regularly with Univision regarding Univision’s

ascertainment of community issues. Based upon these consultations, GRC will provide news, public affairs, or other informational programming relevant to the Stations' community of license and of sufficient quality to assist Univision in satisfying its obligations to respond to the needs of the community. Univision shall have the right to broadcast such additional programming, either produced or purchased by Univision, as it determines appropriate to respond to the ascertained issues of community concern ("**Univision Programming**") in place of GRC Programming for up to two (2) hours per week on each Station at mutually-agreed upon times of day.

Section 1.3 Origination Point. GRC Programming shall originate from the studios of the Stations ("**Stations Studios**"), subject to the terms of the Lease Agreement dated June 18, 1990 with Gateway Garden Joint Venture (the "**Studio Lease**"), as amended and/or another location determined by GRC, provided that GRC shall be solely responsible for the cost of relaying GRC programming from such other location to the Stations Studios.

Section 1.4 Preemption. In addition to the right of Univision to broadcast Univision Programming as provided in Section 1.2, Univision maintains the independent right to preempt or delete any GRC Programming which Univision believes to be unsatisfactory or unsuitable or contrary to the public interest, or to substitute programming which, in Univision's opinion, is of greater local or national importance.

Section 1.5 Univision Advertising. GRC agrees that it will honor all pre-existing commitments by the Stations to air advertising content during the Term which have been disclosed by Univision to GRC. A list of such current commitments is attached as **Schedule 1.5**.

Section 1.6 Use of Operating Assets.

(a) Commencing on the Effective Date, and subject to the Studio Lease and the requirements of any other applicable lease, Univision hereby grants to GRC, and GRC hereby accepts from Univision, access to and the right to use at any time and from time to time during the Term all of the facilities of the Stations, including all rights to property owned or leased by the Univision in connection with the Stations, and all of the assets of Univision used or useful in connection with the Stations, including the antennae, transmitters, equipment, studio, rights under leases and other property owned or leased by Univision, and all of the facilities of the Stations (collectively, the "**Operating Assets**"), pursuant to the terms and subject to the conditions of this Agreement, for purposes of providing the GRC Programming and other services, and performing the obligations of GRC under this Agreement.

(b) GRC shall use the Operating Assets only to produce GRC Programming or other programming that GRC is obligated to provide, and otherwise only to the extent necessary for GRC to perform its obligations under this Agreement.

(c) The Operating Assets will, to the extent used by GRC throughout the Term, be used in all material respects in accordance with all applicable FCC rules, regulations and policies (collectively, "**FCC Rules**"). GRC may not, without Univision's prior written consent or except as otherwise provided in this Agreement, make alterations in or modifications to the Operating Assets.

(d) GRC shall not use or permit the Operating Assets to be used in any manner or for any purpose for which the Operating Assets are not designated or reasonably suitable or otherwise in a manner that is inconsistent with good engineering practices. GRC shall comply with all governmental laws, rules and regulations concerning the operation of the Operating Assets.

(e) Univision shall retain title to all of the Operating Assets throughout the Term and nothing contained herein shall be deemed to effect any transfer of such title.

(f) While making use of the Stations Studios and other Operating Assets, GRC personnel shall be subject to the oversight of Univision's Stations management.

ARTICLE 2 - OPERATIONS

Section 2.1 Compliance With FCC Regulations.

(a) Univision shall retain responsibility for and employ such personnel as is necessary to assure compliance with all FCC Rules, including FCC Rules relating to (i) technical regulations governing the operation of the Stations, (ii) programming content requirements, (iii) the maintenance of a main studio and a meaningful managerial and staff presence at that main studio, (iv) ascertainment of, and programming in response to, community needs and concerns, (v) political programming laws and regulations, (vi) sponsorship identification rules, (vii) lottery and contest regulations, (viii) the maintenance of each Stations' public and political files, (ix) the compilation of appropriate quarterly programs/issues lists, and employment records and (x) any other FCC requirements. GRC shall provide Univision with information regarding its programming for inclusion in the quarterly programs/issues lists.

(b) Univision shall be responsible for ensuring proper broadcast of each Station's identification announcements; *provided, however,* that GRC shall provide appropriate identification announcements for the Stations that comply with FCC requirements in a form reasonably acceptable to Univision.

(c) GRC agrees that neither it nor its agents, employees, consultants or personnel will accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including a commission, discount, bonus, materials, supplies or other merchandise, services or labor (collectively, "**Consideration**"), whether or not pursuant to written contracts or agreements between GRC and merchants or advertisers, unless the person or entity paying such Consideration is identified in the program for which the Consideration was provided as having paid or furnished such Consideration in accordance with the Communications Act of 1934, as amended (the "**Communications Act**"), and applicable FCC Rules.

(d) Univision shall retain full responsibility for overseeing compliance with the FCC's political programming policies and regulations. The parties shall cooperate to ensure that GRC continues to offer candidates for elected office the same rates offered by Univision or to inform candidates of any changes in rates. In any event, GRC agrees to charge candidates no more than the lowest unit rate for any class, length and period of time sold. GRC agrees to provide Univision with access to its documentation concerning the pricing of advertising sold on the Stations as is necessary to permit Univision to ascertain that the political rate is appropriate.

Within twenty-four (24) hours of any request to purchase time on the Stations on behalf of a legally qualified candidate, GRC will report the request and their disposition to Univision. Univision shall be responsible for placing appropriate records in the Stations' political files.

(e) GRC Programming shall be in accordance with the rules, regulations and policies of the FCC, including the FCC Rules, regulations and policies pertaining to plugola/payola, lotteries, station identification, political programming and political advertising rates. All commercials and promotional material or announcements shall (i) comply with all applicable federal, state and local regulations and policies; and (ii) shall be produced in accordance with generally accepted quality standards consistent with Univision's past practices. The Programming shall be the property of the GRC; and the rights to authorize its use, in any manner and in any media whatsoever, shall be vested solely in GRC. GRC's Programming shall include Stations announcements at the beginning of each hour of such Programming that identifies each Stations' call sign, as well as any other announcements required by the rules of the FCC, including appropriate sponsor identification announcements. GRC agrees that, if in the reasonable judgment of Univision or Univision's general manager, GRC does not comply with the standards set forth in this Paragraph, Univision may suspend or cancel any Programming not in compliance.

(f) In the event that the FCC online public file requirements for radio stations take effect during the Term, GRC shall cooperate with Univision to ensure that all current public file materials are uploaded to the on line file on a timely basis as required by the rules.

Section 2.2 Maintenance.

(a) GRC shall use its best efforts to assist Univision, at all times under the supervision and ultimate control of Univision, in the operation the Stations.

(b) Univision shall retain ultimate operational control over the Stations and shall retain full responsibility for ensuring compliance with all FCC technical rules. Univision hereby delegates to GRC, under the supervision and ultimate control of Univision's designated chief engineer, the duty to maintain in good working order each Stations' transmitting equipment during the Term of this Agreement. GRC shall not, with respect to the KAMA Transmitter Property (as such term is defined in Section 1.4 of the Asset Purchase Agreement) and the buildings and improvements thereon, (i) develop or use such property for any purpose other than as a transmitter site, consistent with Univision's prior use of such property or (ii) dig, excavate, unearth or otherwise disturb the KAMA Transmitter Property.

Section 2.3 Certain Coordinated Activities Under Univision Supervision and Control.

(a) Subject to applicable FCC Rules and the approval, oversight, review, and ultimate supervision and control of Univision, GRC shall perform or cause to be performed all tasks necessary or appropriate in connection with the ongoing operation, promotion and maintenance of the Stations, including the following:

(i) Manage all sales, marketing, advertising, promotion and publicity relating to the Stations;

(ii) Maintain, in accordance with generally accepted accounting principles consistently applied, such books and records relating to the business and operations of the Stations as Univision may reasonably request; and

(iii) Coordinate and manage all maintenance and replacement of the Stations' facilities under the supervision of the Chief Engineer.

(b) Notwithstanding anything to the contrary contained in Section 2.3(a) hereof, GRC shall not, without Univision's prior written consent, be authorized on behalf of Univision to:

(i) Borrow money for or on behalf of the Stations or Univision for any purpose;

(ii) Sell, lease, trade, exchange, replace or otherwise dispose of any capital assets of the Stations; or

(iii) Enter into any contract, agreement or commitment for or on behalf of Univision, other than any contract or agreement for the sale of advertising during the programming broadcast on the Stations unless such agreement is expressly terminable by Univision upon the expiration or termination of this Agreement.

Section 2.4 Additional Affirmative Covenants; Certain Regulatory Matters.

(a) Univision covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including all FCC Rules) and pertinent provisions of all contracts, permits and other agreements to which it is a party or is otherwise bound related to the Stations or this Agreement, including compliance at all times with the requirements of the multiple-ownership rules of the FCC under the FCC Rules. The parties agree and acknowledge that Univision is an indirect subsidiary of Univision Communications Inc. ("UCI") and that certain assets of the Stations are subject to liens in connection with the public debt of UCI.

(b) (i) GRC covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including all FCC Rules) in the provision of the GRC Programming and other services to Univision pursuant to this Agreement and otherwise in connection with the performance of its obligations hereunder.

(ii) GRC shall ensure that no contract or commitment for services to be provided by GRC pursuant to this Agreement shall give rise to any liability or obligation of Univision; *provided, however*, that GRC shall promptly notify Univision of each such contract and commitment and of the terms thereof and, in the event that Univision shall elect to assume any such contract or commitment in the event of a Termination of this Agreement for any reason other than the Closing (as defined in the Asset Purchase Agreement), GRC shall in such event arrange for the immediate assignment to Univision of any such contract or commitment, and for the concurrent consent of each other party thereto of such assignment, as Univision may request.

(c) Notwithstanding anything to the contrary in this Agreement, Univision shall have full authority, control and power over the operation of the Stations during the Term of this Agreement, including the retention by Univision of control over the polices, programming, finances, personnel and operations of the Stations.

ARTICLE 3 - EXPENSES

Section 3.1 LMA Fee. From and after the Effective Date, in consideration of the right to perform the services contemplated under this Agreement, GRC will pay to Univision a monthly fee as set forth on **Schedule 3.1** (the “**LMA Fee**”). The LMA Fee will be due and payable by GRC each calendar month following the Effective Date through the expiration or termination hereof (including a prorated portion of the LMA Fee for any partial calendar month), and shall be due and payable on or before the tenth (10th) day of each calendar month for such calendar month (provided, however, that the first payment of the LMA Fee shall be due and payable within ten (10) days following the Effective Date).

Section 3.2 Expenses.

(a) Univision shall be solely responsible for paying any and all of Univision’s expenses in connection with the business and operation of the Stations, subject to reimbursement as provided herein. In addition to the LMA Fee, GRC shall reimburse Univision on a monthly basis for certain operating expenses of the Stations, consistent with the operations of the Stations in the ordinary course and past practice (the “**Monthly Expenses**”), as set forth on **Schedule 3.2**. Reimbursement of the Monthly Expenses shall be due and payable at the same time as the LMA Fee, or within ten (10) days after Univision provides GRC with documentation of the Monthly Fees and its payment thereof, if such documentation is later than the LMA Fee payment date.

(b) GRC shall be responsible for any and all fees charged by ASCAP, BMI, SESAC or similar performing rights societies on GRC Programming, whether such fees are assessed against GRC based on the GRC Programming or against Univision based on the ownership of the Stations. To the extent such fees for the Term have already been paid by Univision, GRC shall reimburse Univision for the portion of those fees related to the Term. GRC shall not disseminate or authorize dissemination by other parties of information concerning the ratings of the Stations issued by Nielsen Media Research, the Arbitron Company or any other entity, other than as permitted under GRC’s valid license with such parties. Univision shall not be required to purchase a license to receive ratings information but will cooperate with GRC in GRC’s efforts to obtain such a license, provided that any consideration payable under such a license is paid by GRC. To the extent such fees for the Term have already been paid by Univision, GRC shall reimburse Univision for the portion of those fees related to the Term.

(c) To the extent that GRC extends offers of employment and/or Univision terminates the current employment of any Station employee during the Term of this Agreement, the parties agree that (i) each party will promptly notify the other in the event of an offer of employment or termination of employment to a Station employee; (ii) to follow the procedures set out in Section 5.7(b) through 5.7(e) and Schedule 5.7 of the Asset Purchase Agreement, (iii) with respect to any such Station employee who is hired by GRC, the nine month period referenced in Section 5.7(b) shall run from the Effective Date of this Agreement and (iv) with

respect to any such Station employee whose employment is terminated by Univision or GRC, any severance benefits paid during the Term shall be included as paid severance benefits for purposes of the allocation of severance benefits among the parties thereto.

ARTICLE 4 - REVENUES

Section 4.1 Advertising Sales. Univision hereby appoints GRC as its sales agent, and GRC shall have the sole right to sell advertising to be placed in all GRC Programming and Univision Programming broadcast on the Stations, subject to sales of advertising made by Univision prior to the Effective Date, and sales of carve-out ads contained in syndicated Univision Programming, if any.

Section 4.2 Revenues Retained by GRC. GRC shall retain all revenues from its own advertising sales on the Stations.

ARTICLE 5 - TERM, TERMINATION AND REGULATORY MATTERS

Section 5.1 Term. Subject to the provisions for early termination contained herein, the term of this Agreement shall commence on November 7, 2016 (the “**Effective Date**”) and shall expire on the earlier to occur of (i) the Closing Date or (ii) the effective date of termination of the Asset Purchase Agreement pursuant to the terms and subject to the conditions therein (the “**Term**”); *provided, however*, that in the event that Univision shall terminate the Asset Purchase Agreement, Univision shall have the right, in order to effect a transition period with respect to the programming of the Stations, to elect to extend the Term of this Agreement to a date not to exceed the date forty-five (45) days following the effective date of termination of the Asset Purchase Agreement.

Section 5.2 Termination.

(a) Should either party be in breach of this Agreement for the non-performance of a material obligation, the non-breaching party may, in addition to pursuing any other remedies available at law or in equity, terminate this Agreement if such breach shall continue for a period of thirty (30) days following the receipt of written notice from the non-breaching party, which notice shall indicate the nature of such breach.

(b) This Agreement may be terminated pursuant to the Terms and subject to the conditions of Section 5.3(b) hereof.

Section 5.3 Renegotiation Upon FCC Action.

(a) Should a change in FCC Rules make it necessary to obtain FCC consent for the implementation, continuation or further effectuation of any element of this Agreement, the parties hereto shall use their best efforts diligently to prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments, rulemaking comments and other related documents necessary to secure or retain FCC approval of all aspects of this Agreement. Univision and GRC shall each bear half the cost of preparation of such documents and prosecution of such actions. Notwithstanding anything in this Agreement to the contrary, it is understood that no filing shall be made with the FCC with respect to this Agreement unless each

party hereto has had an opportunity to review such filing and to provide comments thereon. Each party shall use its commercially reasonable efforts to incorporate the comments (whether in whole or in part) of the other parties to any filing to be made with the FCC with respect to this Agreement.

(b) If the FCC determines that this Agreement is inconsistent with Univision's obligations or is otherwise contrary to FCC Rules or the Communications Act, or if regulatory or legislative action subsequent to the date of this Agreement alters the permissibility of this Agreement under the FCC Rules or the Communications Act (an "**FCC Permissibility Determination**"), the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC while maintaining the benefit of the bargain to the parties hereunder and to return a balance of benefits to both parties comparable to the balance of benefits provided by the Agreement in its current terms. If, after such good faith negotiations, either party determines that recasting this Agreement to cure the defects on which the FCC Permissibility Determination was based is impossible or reasonably impracticable, either party shall have the right to terminate this Agreement without further liability upon written notice to the other party; *provided* that upon such notice of termination the Agreement shall continue in effect, if permissible under FCC Rules, for the shorter of (i) a period of one hundred and twenty (120) days from the date of such termination notice or (ii) the period ending upon the expiration of the Term of this Agreement. Upon such termination of this Agreement, Univision will reasonably cooperate with GRC to the extent permitted in order to enable GRC to fulfill advertising or other programming contracts then outstanding, and GRC will reasonably cooperate with Univision in order to effectuate a reasonable transition period from the GRC's Programming to other programming on the Stations.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES, COVENANTS

Section 6.1 *Univision's Representations and Warranties.* Univision represents and warrants to GRC as follows:

(a) Each company referred to by the term "Univision" herein is duly organized, validly existing and in good standing under the laws of the State of Texas and has full power and authority to own its property, licenses and permits, and to carry out all of the transactions contemplated by this Agreement.

(b) Univision has complied with and is now complying with all laws, rules and regulations governing the business, ownership and operations of the Stations that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing by Univision with any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with Univision's Articles of Incorporation and By-laws, or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority.

(c) All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Univision have been duly adopted and complied with.

(d) Univision currently is the holder of all licenses and authorizations necessary to operate the Stations under, and in compliance with the Communications Act and the FCC Rules (the “**Licenses**”).

Section 6.2 GRC’s Representations and Warranties. GRC represents and warrants to Univision as follows:

(a) GRC is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas. GRC has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by GRC pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms hereof and thereof.

(b) The execution, delivery and performance of this Agreement has been duly authorized and approved by all necessary action of GRC and do not require any further authorization or consent of GRC. This Agreement is a legal, valid and binding agreement of GRC enforceable in accordance with its 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.

(c) Neither the execution and delivery by GRC of this Agreement nor the consummation by GRC of any of the transactions contemplated hereby or thereby nor compliance by GRC with or fulfillment by GRC of the terms, conditions and provisions hereof or thereof will conflict with the organizational documents of GRC or any applicable laws to which GRC is subject or require the approval, consent, authorization or act of, or the making by GRC of any declaration, filing or registration with, any third party or any Governmental Authority or violate, conflict with, result in any breach of, or constitute a default (or an event which, with notice or lapse of time, or both, would become a default) under, give any person (including GRC) any right of termination or cancellation, any right to assert any remedy with respect to, or the right to cause the acceleration of the maturity of, any contract or agreement to which GRC is a party or by which its property is bound or cause the loss of any rights, advantages or privileges under or relating to such property or assets.

(d) There is no action, suit, proceeding or investigation pending or, to the knowledge of GRC, threatened against GRC which questions the validity of this Agreement or the right of GRC to enter into it or to consummate the transactions contemplated hereby.

(e) The execution and delivery of this Agreement by GRC, and the performance of its covenants and obligations hereunder, does not violate the multiple-ownership rules under the FCC Rules with respect to, or as a result of, any media interests attributable to GRC under such FCC Rules.

Section 6.3 Survival of Representations and Warranties. All representations and warranties in this Agreement shall survive until 5:00 p.m., Eastern time, on the first anniversary of the date of the expiration or termination of this Agreement.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Section 7.1 Assignment and Binding Effect.

(a) This Agreement shall inure to the benefit of and be binding upon each party and their respective successors and assigns.

(b) Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, conditioned or delayed.

Section 7.2 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, no party shall be liable to another party for failure to perform any obligation under this Agreement if prevented from doing so by reason of fires, acts of terrorism, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies, including equipment failures, beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

Section 7.3 Indemnification by GRC. GRC shall indemnify, defend and hold harmless Univision, its affiliates and all officers, directors, employees, stockholders, partners, members and agents of Univision and their affiliates (individually, a “**Univision Indemnatee**”) from and against any and all claims, demands, costs, damages, losses, liabilities, expenses of any nature (including reasonable attorneys’, accountants’ and experts’ fees and disbursements), judgments, fines, settlements and other amounts (collectively, “**Damages**”) arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (collectively, “**Claims**”) in which a Univision Indemnatee may be involved, as a party or otherwise, arising out of: (a) the activities, acts or omissions of GRC, or GRC’s employees, agents or contractors, under or in connection with this Agreement or with respect to the Stations which activities, acts or omissions involve or result in, among other things, (i) libel and slander; (ii) infringement of trade marks, service marks or trade names; (iii) violations of law, rules, regulations, or orders (including the FCC Rules); or (iv) invasion of rights of privacy or infringement of copyrights or other proprietary rights; or (b) any breach by GRC of its obligations under this Agreement.

Section 7.4 Indemnification by Univision. Univision will indemnify, defend and hold harmless GRC, its affiliates and all officers, directors, employees, stockholders, partners, members and agents of GRC and their affiliates (individually, a “**GRC Indemnatee**”) from and against any and all Damages arising from any and all Claims in which a GRC Indemnatee may be involved, as a party or otherwise arising out of: (a) the activities, acts or omissions of Univision, or Univision’s employees, agents or contractors, under or in connection with this Agreement or with respect to the Stations which activities, acts or omissions involve or result in, among other

things, (i) libel and slander; (ii) infringement of trade marks, service marks or trade names; (iii) violations of law, rules, regulations, or orders (including the FCC's rules and policies); or (iv) invasion of rights of privacy or infringement of copyrights or other proprietary rights; or (b) any breach by Univision of its obligations under this Agreement.

Section 7.5 Survival of Indemnification Obligations. Each party's indemnification obligations herein shall survive until 5:00 p.m., Eastern time, on the first anniversary of the date of the expiration or termination of this Agreement.

Section 7.6 Confidentiality and Press Releases.

(a) Each party shall hold in strict confidence all documents and information concerning the other and its business and properties and, if this Agreement is terminated, such confidences shall be maintained, and all documents and information (in written form) shall immediately thereafter be returned to the party originally furnishing such documents and information.

(b) No press release or public disclosure, either written or oral, of the existence or Terms of this Agreement or the transactions contemplated hereby shall be made by either party to this Agreement without the consent of the other, and each party shall furnish to the other advance copies of any release which it proposes to make public concerning this Agreement or the transactions contemplated hereby and the date upon which such party proposes to make public such press release.

(c) Notwithstanding anything contained herein to the contrary, no party shall be prohibited from (i) making any disclosures to any governmental authority that it is required to make by law, including the filing of this Agreement with the FCC and placing a copy of this Agreement in the Stations' public inspection files, (ii) disclosing this Agreement or its Terms to its attorneys, accountants, agents or advisors, (iii) filing this Agreement with, or disclosing the Terms of this Agreement to, any institutional lender to such party or (iv) disclosing to its investors and broker/dealers such Terms of this transaction as are customarily disclosed to them in connection with similar transactions.

Section 7.7 Trademarks. On the Effective Date, GRC shall discontinue use of the marks listed on Schedule 5.5 of the Asset Purchase Agreement in connection with the programming and other services it provides the Stations. In addition, on the Effective Date, the parties shall execute the Trademark License Agreement attached as Exhibit K to the Asset Purchase Agreement, which license shall be terminated in the event that the Asset Purchase Agreement is terminated.

Section 7.8 Notices. Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement (each, a "Notice") shall be in writing and shall be sent and deemed delivered on the date of personal delivery or e-mail transmission confirmed by the named recipient or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:
John Eck
Chief Local Media Officer
603 3rd Ave
New York, NY 10158

with a copy (which shall not constitute notice) to:
Christopher G. Wood
SVP/ Associate General Counsel for Government and Legal Affairs
5999 Center Drive
Los Angeles, CA 90045

if to GRC, then to:

Denise Johnson
Grupo Radio Centro TX LLC
2100 Trawood Drive
El Paso, TX 79935

Section 7.9 Severability. Except as provided under Section 5.3 with respect to an FCC Permissibility Determination, if any covenant or provision hereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall not, subject to the discretion of such court, be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain between the parties hereto to the maximum extent possible, consistent with law and public policy.

Section 7.10 Relationship and Dealings with Third Parties. Each of the parties hereto is an independent contractor and neither party is nor shall be considered to be the agent of the other party for any purpose whatsoever. Neither party has any authorization to enter into any contracts nor assume any obligations for the other party nor make any warranties or representations on behalf of the other party, other than as expressly authorized herein. Nothing in this Agreement shall be construed as establishing an agency, partnership, fiduciary relationship, or joint venture relationship between the parties hereto. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any representations contractually binding such party.

Section 7.11 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws, but applying the Communications Act in the event of a conflict between the laws of the State of Texas and the Communications Act.

Section 7.12 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 7.13 Waivers.

(a) No waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party against whom enforcement of any such waiver, consent or approval is sought. Such waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given. Neither the failure of either party to enforce, nor the delay of either party in enforcing, any condition, provision or part of this Agreement at any time shall be construed as a waiver of that condition, provision or part or forfeit any rights to future enforcement thereof. No action taken pursuant to this Agreement, including any investigation by or on behalf of either party hereto, shall be deemed to constitute a waiver by the party taking action of compliance by the other party with any representation, warranty, covenant or agreement contained herein.

(b) Each of the parties acknowledges that in entering into this Agreement, it has not relied on any oral or written representation, warranty or other assurance (except as expressly provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available in respect thereof, except that nothing in this Agreement shall limit or exclude any liability of a party for fraud.

Section 7.14 Matters Relating to Interpretation and Organization. A reference in the singular shall be deemed to include the plural and the plural shall be deemed to include the singular. A reference to one gender shall include any other gender. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All references to “party” and “parties” shall be deemed references to parties to this Agreement unless the context shall otherwise require. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. Except as specifically otherwise provided in this Agreement, a reference to a Section, the Schedules or any Exhibit is a reference to a Section of this Agreement or the Schedules or Exhibits hereto, and the terms “hereof,” “herein,” and other like terms refer to this Agreement as a whole, including the schedules and exhibits to this Agreement. The terms “or” is used in its inclusive sense (“and/or”). All references to “Dollars” and “\$” refer to the currency of the United States. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 7.15 Further Assurances. Each party to this Agreement shall, at the request of the other party, execute, acknowledge, deliver, file and record, and cause to be executed, acknowledged, delivered, filed and recorded, such further certificates, amendments, instruments, and documents and to do, and cause to be done, all such other acts and things, as may be required by Law, or as may, in the reasonable opinion of the other party hereto, be necessary or advisable to carry out the purposes of this Agreement.

Section 7.16 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered by the parties hereto in accordance with the terms of this Agreement.

Section 7.17 Counterparts. This Agreement (and each amendment, modification and waiver in respect of it) may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

Section 7.18 Entire Agreement. This Agreement, together with the Schedules and Exhibits expressly contemplated hereby and attached hereto and the other agreements, certificates and documents delivered in connection herewith or otherwise in connection with the transactions contemplated hereby and thereby, including the Purchase Agreement, contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof.

Section 7.19 Certifications.

(a) **Control of Stations.** By executing this Agreement, Univision certifies that it will maintain control of the Stations' facilities, including specifically, control over the Stations' finances, personnel and programming during the term of this Agreement.

(b) **Compliance with Ownership Rules.** By executing this Agreement, GRC certifies that this Agreement complies with the provisions of Section 73.3555(a), (c) and (d) of the rules and regulations of the FCC, 47 CFR Section 73.3555(a), (c) and (d).

[Remainder of Page is intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written.

**UNIVISION RADIO BROADCASTING
TEXAS, L.P.**

By: Univision Radio GP, Inc.,
a Delaware corporation
its general partner

By: 
Name: John Eck
Title: Chief Local Media Officer

TICHENOR LICENSE CORPORATION

By: 
Name: John Eck
Title: Chief Local Media Officer

GRUPO RADIO CENTRO TX, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written.

UNIVISION RADIO BROADCASTING TEXAS, LP

By: Univision Radio GP, Inc.,
a Delaware corporation
its general partner

By: _____
Name: John Eck
Title: Chief Local Media Officer

TICHENOR MEDIA CORPORATION

By: _____
Name: John Eck
Title: Chief Local Media Officer

GRUPO RADIO CENTRO TX, LLC

By: _____
Name: _____
Title: _____

Francisco Aguirre Gomey
Chairman & CEO.