

## **LOCAL PROGRAMMING AND MARKETING AGREEMENT**

This Local Programming and Marketing Agreement (the "Agreement"), dated as of December 2, 2005, is entered into by and between **SUPERIOR BROADCASTING OF DENVER, LLC** ("Owner"), the owner of certain assets relating to radio station KKCS-FM, 101.9 MHz, Colorado Springs, Colorado (the "Station"), and **BUSTOS MEDIA OPERATING, LLC** (the "Programmer").

WHEREAS, Owner and Programmer, or Programmer's assignee, intend to enter into an Asset Purchase Agreement ("Purchase Agreement") whereby Owner will convey and Programmer, or Programmer's assignee, will purchase certain assets associated with the Station; and

WHEREAS, the purchase and sale contemplated by the Purchase Agreement is subject to the prior approval and consent of the Federal Communications Commission ("FCC"); and

WHEREAS, in accordance with procedures and policies approved by the FCC, the Programmer desires to avail itself of Station's broadcast time for the presentation of a programming service, including the sale of program and advertising time, until such time as (i) the Purchase Agreement shall be fully and finally negotiated; (ii) the FCC shall have consented to the purchase and sale contemplated by the Purchase Agreement; and (iii) such purchase and sale shall have been consummated; and

WHEREAS, in accordance with procedures and policies approved by the FCC, Owner desires to make available to Programmer the Station's broadcast time for the presentation of a programming service, including the sale of program and advertising time, until such time as (i) the Purchase Agreement shall be fully and finally negotiated; (ii) the FCC shall have consented to the purchase and sale contemplated by the Purchase Agreement; and (iii) such purchase and sale shall have been consummated,

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. **Purchase of Air Time and Broadcast of the Programming.** Owner agrees to make the broadcasting transmission facilities of the Station available to the Programmer and to broadcast on the Station, or cause to be broadcast, the Programmer's programs for up to 24 hours a day, seven days a week (the "Programming"), except for (i) the broadcast of Owner's public service programming as provided in Section 10.1 of this Agreement ("Owner's Programming"); (ii) downtime occasioned by routine maintenance performed between the hour of 12:00 midnight and 6:00 a.m.; (iii) times when Programmer's programs are not accepted or are preempted by Owner in accordance with Sections 10.1 or 12 of this Agreement or because such Programming does not satisfy the standards of Section 7 of this Agreement; and (iv) Force Majeure Events (collectively the "LMA Hours"). For purposes of this Agreement, Force Majeure Events shall mean any failure or

impairment of facilities or any delay or interruption in broadcasting the Programming not directly or indirectly the fault of Owner or its employees or agents, or failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, *force majeure* or any other causes beyond the control of Owner. Interruption of service as a consequent of one or more Force Majeure Events shall not constitute a breach of this Agreement. All assets of the Station including, without limitation, the Station's studio, the transmitting equipment of Owner relating to the Station and any equipment owned by Owner not currently in service shall be made available to the Programmer for its use during the term of this Agreement.

2. **Consideration.** The terms, conditions and schedule of payment ("Consideration") to Owner for the broadcasting of the Programming during the term of this Agreement shall be as set forth in Schedule 2.

3. **Term.** This Agreement shall commence on the date of this Agreement (the "Commencement Date"). Unless earlier terminated as provided by this Agreement, or unless renewed and/or extended pursuant to the terms of this Agreement, the term of this Agreement shall end upon the earliest to occur of: (i) the termination of the Purchase Agreement; (ii) the Closing Date, as defined in the Purchase Agreement; (iii) one hundred and twenty (120) days from the Commencement Date if the Purchase Agreement is not executed by the parties, or (iv) termination pursuant to Section 17, Section 18 or Section 19, herein. In the event that either party receives formal or informal notice from the FCC that this Agreement or any of its terms are contrary to the public interest or violative of any FCC statute, regulation, rule or policy, the parties shall negotiate in good faith to resolve such objection and preserve the fundamental nature of this Agreement; if and to the extent the substance of this Agreement cannot be maintained by the application of Section 30 of this Agreement and/or such negotiations, either party shall have the right to terminate this Agreement immediately by written notice to the other party.

4. **The Programming.** The Programmer shall furnish programming to Owner for not less than the minimum operating schedule required by Section 73.1740 of the FCC regulations and up to all of the LMA Hours. The nature of the program service to be provided by the Programmer will be determined by Programmer subject to the requirement that programming will at all times serve the public interest and comply with the provisions of this Agreement and all applicable federal, state and local laws, rules and regulations. Owner acknowledges that it is familiar with the nature of the Programming to be produced by the Programmer and has determined that the broadcasting of the Programming on the Station will serve the public interest.

5. **Station Facilities.**

5.1 **Operation of Station.** Throughout the term of this Agreement, Owner shall make the Station available to the Programmer for operation with its authorized facilities during the LMA Hours. Except for maintenance work and other improvements to the Station or the Station's equipment performed by or at the direction of Programmer, any maintenance work affecting the

operation of the Station at full power shall, to the extent reasonably practicable, be scheduled upon at least 48 hours prior notice with the agreement of the Programmer.

5.2 **Interruption of Normal Operations.** Except for maintenance work and other improvements to the Station or the Station's equipment performed by or at the direction of Programmer, if the Station suffers loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Owner shall immediately notify the Programmer, and shall undertake such repairs as necessary to restore the fulltime operation of the Station with its maximum authorized facilities as quickly as reasonably possible. Except as may be the result of any act or omission of Programmer, if the Station does not operate with at least eighty percent (80%) of its authorized power, Programmer shall be entitled to a 100% reduction in the Consideration for every day that the Station did not operate with at least eighty percent (80%) of its authorized power. For purposes of this Section 5.2, the Consideration for any single day shall be deemed to be an amount equal to (i) the aggregate amount of the Consideration paid by the Programmer to the Owner prior to such day divided by (ii) the aggregate number of calendar days elapsed in the term of this Agreement prior to such day. If the required repairs necessary to return the Station to operation with its full authorized maximum facilities are not made within thirty (30) days, the Programmer may terminate this Agreement upon 10 days notice to Owner, any other provision of this Agreement notwithstanding.

6. **Handling of Mail.** The Programmer shall provide to Owner the original or a copy of any correspondence which it receives from a member of the public relating to the Programming to enable Owner to comply with FCC rules and policies, including those regarding the maintenance of the public inspection file (which shall at all times remain the responsibility of Owner).

7. **Programming and Operations Standards.** All programs supplied by the Programmer shall meet in all material respects all requirements of the Communications Act of 1934 and all applicable rules, regulations and policies of the FCC. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations. If, in the reasonable judgment of Owner or the Station's General Manager, any portion of the Programming presented by the Programmer does not meet such standards, Owner may reject, suspend or cancel any such portion of the Programming.

8. **Responsibility for Employees and Related Expenses.**

8.1 **Programmer Employees.** The Programmer shall furnish (or cause to be furnished) the personnel and material for the production of the Programming to be provided by this Agreement. The Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of Programming (including sales people, traffic personnel and programming staff). The Programmer shall not pay or reimburse the salaries

or other costs associated with any employees of Station that Owner may be required to employ or may elect to employ on or after the date of commencement of this Agreement.

8.2 **Owner Employees.** Owner will provide and have responsibility for the Station personnel necessary for compliance with the requirements of Owner as set forth by the FCC (which personnel shall be the Station General Manager, Chief Operator and clerical employee(s)), and will be responsible for the salaries, taxes, insurance and related costs for all such Station personnel. The parties acknowledge and agree that the duties of the Station General Manager and the Chief Operator may be performed by the same person.

8.3 **Employee Oversight.** Whenever on the Station's premises, all personnel shall be subject to the supervision and the direction of the Station's General Manager and/or the designated Chief Operator.

9. **Advertising and Programming Revenues.**

(a) During the Programming it delivers to the Station, the Programmer shall have full authority to sell for its own account commercial spot advertising and block programming time on the Station and to retain all revenues from the sale of such advertising and programming. The parties agree that the Programmer shall have complete discretion to deal as it deems appropriate with all advertising and programming accounts relating to advertising and programming sold by it; provided, however, the Programmer shall deal with political candidate and supporter advertising as required by law and provided, further, that Owner shall have responsibility for setting the policy of the Station for political broadcasting.

(b) All accounts receivable of Owner and the Station as of the commencement date of this Agreement shall remain the sole property of Owner and shall be collected by Owner. Any amounts received by Programmer with respect to Owner's receivables shall be promptly remitted to Owner.

10. **Operation of the Station.**

10.1 **Verification of Owner's Control and Rights of Owner.** Notwithstanding anything to the contrary in this Agreement, Owner shall have full authority and power over the operation of the Station during the period of this Agreement. Owner shall provide and pay for its employees, who shall report and be accountable solely to Owner, shall be responsible for the direction of the day-to-day operation of the Station, and shall maintain the Station's studio and transmission equipment and facilities, including the tower, antenna, transmitter and transmission line, and Station's studio transmitter link. Owner shall retain control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements which Owner deems unsuitable or contrary to the public interest; the right to preempt any programs in order to broadcast a program deemed by Owner to be of greater national, regional, or local interest; and the right to take any other actions necessary for

compliance with the laws of the United States, the State of California, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal governmental authorities, including the Federal Trade Commission and the Department of Justice. Owner agrees that Owner's Programming shall be aired at such times as the parties may agree based on the reasonable programming needs of the Programmer. With respect to the operation of the Station, Owner shall at all times be ultimately responsible for meeting all of the FCC's requirements with respect to the broadcast and nature of any public service programming, for maintaining the political and public inspection files and the Station log, and for the preparation of all programs/issues lists. Owner expressly acknowledges that its duty to maintain the Station's public inspection file is non-delegable and that Owner retains sole responsibility for maintenance of such file. Owner verifies that it shall maintain the ultimate control over the Station's facilities, including control over the finances with respect to its operation of the Station, over its personnel operating the Station, and over the programming to be broadcast by the Station.

10.2. **Verification by Programmer and Obligations of Programmer.** The Programmer will, during the term of this Agreement, provide local news and public affairs programming relevant to the Station's community to assist Owner in satisfying its obligations to respond to the needs of its community. Programmer will also forward to Owner within twenty-four (24) hours of receipt by Programmer, any letter from a member of the general public addressing Station programming or documentation which comes into its custody which is required to be included in the Station's public file or which is reasonably requested by Owner. The Programmer shall furnish within the Programming on behalf of Owner all station identification announcements required by the FCC rules, shall promptly provide to Owner all records and information pertaining to the broadcast of political programming and advertisements, and shall, upon request by Owner, provide monthly documentation with respect to such of the Programmer's programs which are responsive to the public needs and interests of the area served by the Station in order to assist Owner in the preparation of any required programming reports, and will provide upon request other information to enable Owner to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer certifies that this Agreement and Programmer's rights and responsibilities hereunder comply with the requirements of Section 73.3555(a) of the FCC rules.

11. **Station Call Letters and Promotion.**

(a) At no time shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the Licensee of the Station.

(b) Owner hereby grants Programmer the right to change the call letters of the Station during the term hereof to any call letters Programmer deems appropriate, and Owner agrees to reasonably cooperate with Programmer to effectuate such a change.

12. **Special Events.** Owner shall have the right, in its reasonable discretion, to preempt any of the broadcasts of the Programming referred to herein, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. In all such cases, Owner will use its best efforts to give the Programmer reasonable advance notice of its intention to preempt any regularly scheduled programming, and, in the event of such preemption, the Programmer shall receive a payment credit for any programming which would have been supplied by it during the time of such broadcasts by Owner.

13. **Right to Use the Programming.** The right to use the Programming produced by the Programmer and to authorize its use in any manner and in any media whatsoever shall be at all times be vested solely in the Programmer except as authorized by this Agreement.

14. **Payola.** The Programmer will at all times comply, and take all commercially reasonable steps to cause its employees to comply, in all material respects with the requirements of Sections 317 and 507 of the Communications Act of 1934, as amended, and the related rules and regulations of the FCC, and shall require its employees to provide affidavits of such compliance upon the request of the Owner.

15. **Compliance with Law.** The Programmer will comply in all material respects with all laws and regulations applicable to the broadcast of programming by the Station.

16. **Indemnification Rights of Owner.**

(a) The Programmer will indemnify and hold Owner, its beneficiaries, its officers, directors, stockholders, partners and employees harmless from and against all claims, charges, loss, damage, fees and expense (including reasonable attorneys' fees and expenses) caused by (a) any breach of Programmer's representations or warranties hereunder, (b) the conduct or negligence of Programmer, its employees or agents, and (c) all liability for libel, slander, illegal competition or trade practice, violation of rights of privacy, and infringement of copyrights or other proprietary rights and violations of the Communications Act of 1934 or FCC rules resulting from the broadcast of Programming furnished by the Programmer. Such indemnification shall survive the termination of this Agreement. Programmer will maintain in full force and effect throughout the term of this Agreement, with responsible and reputable insurance companies, liability insurance and such other insurance as may be required by law with respect to the broadcast of the Programming, and the employment of its personnel. No investigation by Owner shall be deemed a waiver or limitation of any of Owner's rights to indemnification.

(b) The Owner will indemnify and hold Programmer, its beneficiaries, its officers, directors, stockholders, partners, members, managers and employees harmless from and against all claims, charges, loss, damage, fees and expense (including reasonable attorneys' fees and expenses) caused by (a) any breach of Owner's representations or warranties hereunder, (b) the conduct or negligence of Owner, its employees or agents, and (c) all liability for libel, slander, illegal competition or trade practice, violation of rights of privacy, and infringement of copyrights

or other proprietary rights and violations of the Communications Act of 1934 or FCC rules resulting from the broadcast of Programming furnished by the Owner. Such indemnification shall survive the termination of this Agreement. Owner will maintain in full force and effect throughout the term of this Agreement, with responsible and reputable insurance companies, liability insurance and such other insurance as may be required by law with respect to the broadcast of the Owner's Programming, and the employment of its personnel. No investigation by Programmer shall be deemed a waiver or limitation of any of Programmer's rights to indemnification.

(c) In the event that an indemnified party hereto may be entitled to indemnification hereunder with respect to any asserted claim of, or obligation or liability to, any third party, the indemnified party shall so notify indemnifying party, describing the matters involved in reasonable detail, and the indemnifying party shall be entitled to assume the defense thereof upon written notice to the indemnified party with counsel reasonably satisfactory to the indemnified party; provided, that once the defense thereof is assumed by the indemnifying party, the indemnifying party shall keep the indemnified party advised of all developments in the defense thereof and any related litigation, and the indemnified party shall be entitled at all times to participate in the defense thereof at its own expense. If the indemnifying party fails to notify the indemnified party of its election to defend or contest its obligation to indemnify under this paragraph, the indemnified party may pay, compromise, or defend such a claim without prejudice to any right it may have hereunder.

17. **Events of Default; Cure Periods and Remedies.**

17.1 **Events of Default.** The following shall constitute Events of Default under this Agreement:

17.1.1. **Non-Payment.** The Programmer's failure to pay any Consideration then due within ten (10) days after written notice.

17.1.2 **Default in Covenants or Adverse Legal Action.** The default by either party in the performance of any material covenant, condition or undertaking contained in this Agreement, and such default is not cured within thirty (30) days after receipt of notice of default, or if either party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, for reorganization, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within 30 days thereafter.

17.1.3 **Breach of Representation.** If any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, shall prove to have been false or misleading in any material respect as of the time made or furnished, and such misrepresentation

or breach of warranty is not cured within thirty (30) days after receipt of notice of misrepresentation or breach.

17.2 **Termination Upon Default.** Upon the occurrence of an Event of Default, the nondefaulting party may terminate this Agreement, provided that it is not also in material default under this Agreement. If the Programmer has defaulted in the performance of its obligations, all amounts accrued or payable to Owner up to the date of termination which have not been paid, less payments made on behalf of Owner by the Programmer and any payment credits outstanding in favor of the Programmer, shall immediately become due and payable, and Owner shall be under no further obligation to make available to the Programmer any broadcast time or broadcast transmission facilities, provided that Owner agrees to cooperate reasonably with the Programmer to discharge any remaining obligations of the Programmer in the form of air time following the effective date of termination, provided Owner shall be entitled to retain any revenues derived therefrom based upon the principle that any revenues generated from broadcasts occurring prior to the termination shall be for the benefit of Programmer and any revenues generated from broadcasts occurring after the termination shall be for the benefit of Owner.

17.3. **Liabilities Upon Termination.** The Programmer shall be responsible for all of its liabilities, debts and obligations accrued from the purchase of broadcast time and transmission facilities of the Station, including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Owner's federal, state, and local tax liabilities associated with Programmer's payments to Owner as provided for herein, or for any other obligations or liabilities of Owner or the Station unless specifically assumed by the Programmer under this Agreement. Upon termination, the Programmer shall return to Owner any equipment or property of the Station used by the Programmer, its employees or agents; in substantially the same condition as such equipment existed on the date of this Agreement, ordinary wear and tear excepted, provided that the Programmer shall have no liability to Owner for any property of Owner which through ordinary use became obsolete or unusable, and any equipment purchased by the Programmer, whether or not in replacement of any obsolete or unusable equipment of Owner, shall remain the property of the Programmer.

18. **Option to Terminate.** The Programmer shall have the right, at its option, to terminate this Agreement at any time if Owner preempts or substitutes other programming for that supplied by the Programmer during ten percent or more of the total hours of operation of the Station in any seven consecutive days. The Programmer shall give Owner five (5) business days written notice of such termination. The Programmer and Owner shall each have the right, at its option, to terminate this Agreement on thirty (30) days written notice to the other if that party reasonably determines, upon advice of counsel, that it is unlikely that a closing pursuant to the Purchase Agreement will occur as a consequence of the failure of the FCC to approve the application for assignment of the license of the Station to Programmer, or its assignee, within the time frame for Closing as set forth in the Purchase Agreement for any reason.



19. **Termination Upon Order of Judicial or Governmental Authority.** If any court of competent jurisdiction or any federal, state or local governmental authority designates a hearing with respect to the continuation or renewal of any license or authorization held by Owner for the operation of the Station, advises any party to this Agreement of its intention to investigate or to issue a challenge to or a complaint concerning the activities permitted by this Agreement, or orders the termination of this Agreement and/or the curtailment in any manner material to the relationship between the parties to this Agreement of the provision of programming by the Programmer, each party shall have the option to seek administrative or judicial appeal of or relief from such order(s) (in which event the other party shall cooperate with the party seeking relief from such order; the party seeking such relief shall be responsible for all expenses and legal fees incurred in such proceedings). Upon termination, Owner shall reasonably cooperate with the Programmer to the extent permitted to enable the Programmer to fulfill advertising or other programming contracts then outstanding, provided Owner shall be entitled to retain any revenues derived therefrom based upon the principle that any revenues generated from broadcasts occurring prior to the termination shall be for the benefit of Programmer and any revenues generated from broadcasts occurring after the termination shall be for the benefit of Owner.

20. **Representations and Warranties.**

20.1 **Mutual Representations and Warranties.** Each of Owner and the Programmer represents to the other that (a) it is an entity legally qualified and in good standing in all applicable jurisdictions and is qualified to do business and is in good standing in the State of Colorado, (b) it is fully qualified, empowered, and able to enter into this Agreement, (c) this Agreement has been approved by all necessary parties or corporate action and that this Agreement constitutes the valid and binding obligation of such party, enforceable in accordance with the terms of this Agreement subject only to applicable bankruptcy, reorganization, insolvency or similar laws affecting creditors' rights generally; and (d) the execution, delivery and performance hereof does not constitute a breach or violation of any agreement, contract or other obligation to which such party is subject or by which it is bound.

20.2. **Representations, Warranties and Covenants of Owner.** Owner makes the following additional representations, warranties and covenants:

20.2.1. **Authorizations.** Owner owns and holds all licenses and other permits and authorizations ("FCC Licenses") necessary for the operation of the Station as presently conducted (including licenses, permits and authorizations issued by the FCC), and such licenses, permits and authorizations will be maintained in full force and effect for the term of this Agreement, unimpaired by any acts or omissions of Owner, its principals, employees or agents. The Station operates at full authorized power in accordance in all material respects with the terms and conditions of the FCC Licenses and in accordance with the rules and regulations of the FCC. There is not now pending or, to Owner's best knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations, and, to Owner's best knowledge, no event has occurred that allows or,

after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted, except for proceedings affecting the radio broadcasting industry generally. Owner is not in violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which default or violation would have a material adverse effect on Owner or its assets or on its ability to perform this Agreement.

20.2.2. **Filings.** To the extent that a failure to make such a filing would have a material adverse effect on the Programmer and its rights hereunder, all material reports and applications required of Owner to be filed with the FCC (including ownership reports) or any other governmental agency, department or body in respect of the Station have been, and in the future will be, filed in a timely manner and are and will be true and complete and accurately present the information contained therein. All such reports and documents, to the extent required to be kept in the public inspection files of the Station, are and will be kept in such files.

20.2.3. **Facilities.** To the extent a failure to comply would have a material adverse effect on Programmer and its rights hereunder, the Station's studio and transmission equipment and facilities comply, in all material respects, with the facilities authorized by the FCC Licenses and with engineering standards necessary to deliver a quality technical signal to the area served by the Station, and with all applicable laws and regulations (including the requirements of the Communications Act and the rules, regulations, policies and procedures of the FCC promulgated thereunder).

20.2.4. **Title to Properties.** Owner has, and throughout the term of this Agreement will maintain, good and marketable title to all of the assets and properties used in the operation of the Station.

20.2.5. **Payment of Obligations.** Owner shall pay in a timely fashion all of its debts, assessments and obligations, including without limitation tax liabilities and payments attributable to the operations of the Station, as they come due from and after the effective date of this Agreement.

20.2.6. **Insurance.** Owner will maintain in full force and effect throughout the term of this Agreement insurance with responsible and reputable insurance companies for fire and extended coverage and liability insurance and such other insurance as may be required by law. Except as otherwise permitted by the Purchase Agreement, any insurance proceeds received by Owner in respect of damaged property will be used to repair or replace such property so that the operations of the Station conform with this Agreement.

21. **Modification and Waiver.** No modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and

any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

22. **No Waiver: Remedies Cumulative.** No failure or delay on the part of Owner or the Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No purported waiver of any obligations under this Agreement shall be effective unless evidenced in a writing signed by both parties. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

23. **Construction and Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the State of Colorado without regard to its principles of conflicts of law. The obligations of the parties to this Agreement are subject to all federal, state or local laws or regulations, including those of the FCC, now or hereafter in force.

24. **Headings.** The headings contained in this Agreement are included for convenience only and shall not in any way alter the meaning of any provision.

25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Programmer may assign its rights and obligations hereunder to any entity controlled by or under common control with the Programmer without the prior consent of the Owner.

26. **Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original and be binding on the parties to this Agreement.

27. **Notices.** Any notice required hereunder shall be in writing and shall be sufficiently given if delivered by overnight delivery service or sent by registered or certified mail, first class postage prepaid, or by telegram, facsimile or similar means of communication, addressed as follows:

If to Owner, to:

Bruce Buzil  
Superior Broadcasting of Denver, LLC  
980 North Michigan Avenue  
Suite 1880  
Chicago, IL 60611  
Tel: 312-204-9900

Fax: 312-587-9466

with copy to:

Robert E. Neiman  
Greenberg Traurig, LLP  
77 W. Wacker Drive  
Suite 2400  
Chicago, IL 60601  
Tel: (312) 456-8451  
Fax: (312) 456-8435

If to Programmer, to:

Amador S. Bustos  
President / CEO  
Bustos Media LLC  
3100 Fite Circle # 101  
Sacramento, CA 95827  
Tel: (916) 368-6300 Ext.211  
Fax: (916) 368-6335 Fax

with copy to:

Francisco R. Montero  
Fletcher, Heald & Hildreth, P.L.C.  
1300 North 17th Street  
11th Floor  
Arlington, Virginia 22209  
Tel: 703-812-0480  
Fax: 703-812-0486

28. **Expenses; Attorney's Fees.** In the event any action is filed with respect to this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the action, including without limitation reasonable attorney's fees.

29. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

30. **Severability**. In the event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable, it shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

31. **No Partnership or Joint Venture**. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement is authorized to act as agent of, or otherwise represent, the other party to this Agreement.

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

**"OWNER"**

**"PROGRAMMER"**

**SUPERIOR BROADCASTING OF  
DENVER, LLC**

**BUSTOS MEDIA OPERATING, LLC**

By:   
Name: CHRIS DEVINE  
Title: CO MANAGER

By: \_\_\_\_\_  
Amador S. Bustos, President

**SIGNATURE PAGE TO KKCS-FM LMA**

**"OWNER"**

**SUPERIOR BROADCASTING OF  
DENVER, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"PROGRAMMER"**

**BUSTOS MEDIA OPERATING, LLC**

By:   
Amador S. Bustos, President

**SIGNATURE PAGE TO KKCS-FM LMA**