

RESTATEMENT AND AMENDMENT TO ASSET PURCHASE AND LEASE MANAGEMENT AGREEMENT

THIS IS A RESTATEMENT AND AMENDMENT to that certain "Asset Purchase and Lease Management Agreement" ("Original Agreement") dated July 25, 2002 between Joseph W. Shaffer ("Seller"), Terry Crosby ("Crosby") with regard to the operation of low power television station KQDF-LP at Albuquerque, New Mexico and is entered into as of November 1, 2005 by and between Seller, Crosby and Una Vez Mas San Diego, LLC ("Buyer").

The original Agreement is hereby restated and incorporated by reference herein, except to the extent it is amended hereinbelow.

NOW, THEREFORE, in light of the foregoing, the Seller and Buyer agree as follows:

1. Crosby does hereby assign to Buyer its rights and privileges, under the same terms and conditions, as stated in that certain "Asset Purchase and Lease Management Agreement" as further modified herein, and Seller's signature herein below serves as its acceptance of such assignment.

2. With regard to Section 1.1(1) ("Term of LMA") the parties hereby extend the term for twenty-four (24) additional months, with a ten percent (10%) increase in the LMA fee to \$15,400.00 monthly.

3. With regard to Section 1.2 (Option and Escrow Deposit) of the Original Agreement, the parties have agreed to proceed with the sale of KQDF-LP at this time. The purchase price to be paid by Buyer to Seller at Closing shall be Eight Hundred and Sixteen Thousand Dollars (\$816,000.00), said purchase price to include all reimbursements and deductions owed to Buyer under the Original Agreement. Seller hereby acknowledges receipt of Sixteen Thousand Dollars (\$16,000.00) pursuant to Section 1.1(3) of the Original Agreement which shall be applied towards the Purchase Price at the Closing. The purchase price stated herein shall not be altered unless specifically agreed to hereinafter, in writing, by both Seller and Buyer. Further, the parties have agreed to forego the necessity of an Escrow Deposit, and all references in the Original Agreement regarding the Escrow Deposit shall be disregarded.

4. Upon the date hereof, Buyer shall deposit with Seller the sum of One Hundred Eighty Five Thousand Four Hundred and Forty-Five Dollars (\$185,445.00) as a refundable deposit. The refund of this deposit shall be offset by any outstanding indebtedness owed to Seller by either Crosby, Buyer, or any affiliated entities of Crosby or Buyer.

5. Prior to or on the Closing Date, Buyer shall pay to Seller the remainder of

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the Purchase Price (Six Hundred Fourteen Thousand Five Hundred Fifty-Five Dollars (\$614,555))

6. If for any reason the sale of KHDF-LP is not consummated within the next twenty-four months, the parties shall negotiate the extension of the Lease Management no later than the conclusion of the twenty-third month of the LMA extension.

7. Neither the Seller, Buyer nor the Assignee Buyer shall take any action which is materially inconsistent with its obligations under the Original Agreement, as amended herein.

8. This restatement and amendment agreement may be executed in counterparts, and shall be governed by the laws of the State of New Mexico. Each person executing this agreement hereby represents and warrants that he has the authority to sign this agreement and bind his respective party.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.

CROSBY:**TERRY CROSBY**By: 

Terry Crosby

Dated: 10-31-05**SELLER:****JOSEPH W. SHAFFER**By: 

Joseph W. Shaffer

Dated: 10-31-05**BUYER:****UNA VEZ MAS SAN DIEGO, LLC**By: Printed Name: Randy E. AlvaradoDated: 10/31/05