

FIRST AMENDMENT TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

This First Amendment to the Local Programming and Marketing Agreement (the "Amendment"), dated as of April __, 2006, is entered into by and between **SUPERIOR BROADCASTING OF DENVER, LLC** ("Owner"), the owner of certain assets relating to radio station KGDQ (formerly KKCS-FM), 101.9 MHz, Colorado Springs, Colorado (the "Station"), and **BUSTOS MEDIA OPERATING, LLC** (the "Programmer").

WHEREAS, Owner and Programmer entered into a Local Programming and Marketing Agreement (the "Agreement") dated as of December 2, 2005 whereby Owner made available to Programmer the Station's broadcast time for the presentation of a programming service, including the sale of program and advertising time, pursuant to the terms of the Agreement; and

WHEREAS, the Owner and the Programmer have determined that it is mutually beneficial to modify certain terms of the Agreement as stated in this Amendment, and

WHEREAS, the defined terms used herein shall have the meaning ascribed to them in the Agreement and the Agreement shall remain in full force and effect subject to the Amendment stated here in.

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

1. **Amendment to Section 3 to the Agreement.** Section 3 to the Agreement is hereby amended to delete the current second sentence of the section and replace it with the following new sentence:

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) April 30, 2006 if the Purchase Agreement is not executed by the parties, or (iv) termination pursuant to Section 17, Section 18 or Section 19, herein.

2. **Amendment to Section 27 to the Agreement.** Section 27 to the Agreement is hereby amended to provide that copies of any notices sent to the Owner under the Agreement should also be sent to:

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

Ken Hanau
 Halyard Capital Fund, LP
 c/o BMO Halyard Partners
 600 Fifth Avenue, 17th Floor
 New York, NY 10020
 Tel: (212) 554-2132
 Fax: (212) 554-2120

Bob Emmert and Wayne Mack
 The Alta Entities
 c/o Alta Communications, Inc.
 300 Clarendon Street, 51st Floor
 Boston, Massachusetts 02116
 Tel: (617) 956-1328
 Fax: (617) 262-9779

Richard Zaragoza and Miles Mason
 Pillsbury Winthrop Shaw Pittman LLP
 2300 N Street, N.W.
 Washington, D.C. 20037
 (202) 663-8000
 (202) 663-8264

3. **Amendment to Schedule 2 to the Agreement.** Schedule 2 to the Agreement is hereby deleted and replaced with new Schedule 2 attached hereto.
4. **Counterparts.** 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. Delivery of the executed counterpart signature pages to this Amendment by facsimile or other electronic transmission shall be effective as delivery of original signature pages to this Amendment.

5. **Full force and effect of Agreement.** Except as expressly amended herein, all of the terms and conditions of the Agreement continue in full force and effect and are hereby ratified and affirmed.

The remainder of this page is intentionally blank

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

“OWNER”

“PROGRAMMER”

**SUPERIOR BROADCASTING OF
DENVER, LLC**

BUSTOS MEDIA OPERATING, LLC

By: _____
Name: _____
Title: _____

By: _____
Amador S. Bustos, President

SIGNATURE PAGE TO FIRST AMENDMENT TO KGDQ LMA

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


"OWNER"

"PROGRAMMER"

**SUPERIOR BROADCASTING OF
DENVER, LLC**

BUSTOS MEDIA OPERATING, LLC

By: _____
Name: _____
Title: _____

By: 
Amador S. Bustos, President

SIGNATURE PAGE TO FIRST AMENDMENT TO KGDO LMA

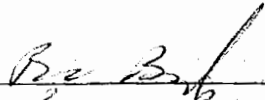
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

"OWNER"

"PROGRAMMER"

**SUPERIOR BROADCASTING OF
DENVER, LLC**

BUSTOS MEDIA OPERATING, LLC

By: 
Name: Bruce Bazile
Title: Co-Manager

By: _____
Amador S. Bustos, President

SIGNATURE PAGE TO FIRST AMENDMENT TO KGDO LMA