

ASSET PURCHASE AND SALE AGREEMENT

by and among

BROADCAST GROUP LTD.,

BGM ACQUISITION, LLC,

BGM LICENSE, LLC,

MULTIMEDIOS TELEVISIÓN, S. A. DE C. V.,

SERGIO CABADA

ALFONSO CABADA

and

TEXAS MULTI TELE VENTAS, INC.

Regarding Low Power Television Station K40FW

May ____, 2007

ASSET PURCHASE AND SALE AGREEMENT

This ASSET PURCHASE and SALE AGREEMENT ("Agreement") is made and entered into as of the ___ day of May, 2007, by and between BGM ACQUISITION, LLC, a Texas limited liability company ("Assets Buyer"), BGM LICENSE LLC, a Texas limited liability company ("License Buyer" and together with Assets Buyer, "Buyer"), and BROADCAST GROUP, LTD., a Texas limited partnership ("Seller"). MULTIMEDIOS TELEVISION, S. A. de C. V., a Mexican corporation ("Multimedios"), joins in this Agreement solely for such purposes set forth in **Sections 6.11 and 11.14**, Texas Multi Tele Ventas, Inc., a Texas corporation ("Texas Multiteleventas"), joins in this Agreement solely for the purposes set forth in **Article 3, Section 10.2, and Section 11.4**, and Sergio Cabada and Alfonso Cabada (together the "Cabadas") join in this Agreement solely for the purposes set forth in **Section 10.2**.

RECITALS

WHEREAS, Multimedios and Multiteleventas, S. A. de C. V. ("Multiteleventas") are brother/sister corporations with common, but not identical, owners;

WHEREAS, Texas Multiteleventas is a wholly-owned subsidiary of Multi Tele Ventas, S. A. de C. V. ("Multiteleventas");

WHEREAS, Texas Multiteleventas and Cabada Holdings LLC, a Texas limited liability company ("Cabada Holdings"), own 25% and 75% of Broadcast Group Holdings, Inc., a Texas corporation ("Parent"), respectively;

WHEREAS, each of Assets Buyer and License Buyer is a wholly-owned subsidiary of Parent;

WHEREAS, Seller owns and operates Low Power Television Station K40FW, licensed to El Paso, Texas (Facility ID 59114) (the "Station") pursuant that certain license (together with any renewals, extensions, modifications, or additions hereto, (the "FCC License")) issued by the Federal Communications Commission ("FCC");

WHEREAS, on February 10, 2006, Francisco Gonzales Sanchez as the controlling owner of Multiteleventas ("FGS"), and Arnoldo Cabada de la O, the brother of Alfonso Cabada De La O ("Alfonso"), and father of Sergio Cabada A ("Sergio"), and a shareholder in Cabafam, Inc., a Texas corporation ("Cabafam" and collectively with Alfonso and Sergio, the "Cabadas") entered into a letter agreement (the "Letter Agreement") wherein, among other terms: (i) FGS received a purchase option to buy one hundred percent (100%) of Seller and (ii) FGS paid the sum of Four Hundred Eighty Thousand and No/100 U.S. Dollars (\$480,000.00) (the "First Payment") to Seller as an advance payment of the purchase price for Seller;

WHEREAS, on May 15, 2006, FGS and Seller entered into a Purchase Option Agreement (the "First POA") wherein, among other terms: (A) Seller granted to FGS an irrevocable option to acquire (the "Original Purchase Option"): (i) the FCC License and (ii) the transmission equipment, including without limitation, the respective tower, antenna, transmitter and transmission line; (B) the parties agreed that should the Original Purchase Option not be exercised by July 1, 2006, the parties or their affiliates would enter into a Time Brokerage

Agreement for a period of forty-eight (48) months; (C) the parties agreed that during the period beginning July 1, 2006 and October 31, 2006, should the Original Purchase Option not be exercised by FGS, the parties would offset through deductions from the First Payment, on a monthly basis, the sum of Forty Thousand and No/100 U.S. Dollars (\$40,000.00) (the "Monthly Rents") representing payment by FGS or his assignees to Seller for the brokerage of time on the Station;

WHEREAS, on July 1, 2006, Seller and Multimédios entered into a Time Brokerage Agreement (the "TBA") wherein, among other terms: (i) Seller agreed to transmit programming supplied by Multimédios on the Station, while maintaining control over the Station, (ii) Multimédios agreed to pay Seller the Monthly Rents, and (iii) the parties to the TBA agreed that during the period beginning July 1, 2006 and ending June 30, 2007, the Monthly Rents would be deducted from the First Payment;

WHEREAS, on January 25, 2007, Seller and FGS entered into a Purchase Option Agreement (the "POA"), which superseded the Letter Agreement and the First POA, a copy of which is attached hereto as **Exhibit A**; wherein, among other terms: (A) Seller granted to FGS (or to individuals or legal entities or assignees by FGS) an irrevocable option to acquire: (i) the FCC License and (ii) the transmission equipment, including without limitation, the respective tower, antenna, transmitter and transmission line for a purchase of Four Million Eight Hundred Thousand and No/100 U.S. Dollars (\$4,800,000.00), and (B) FGS agreed to pay Seller Two Hundred Forty Thousand and No/100 U.S. Dollars (\$240,000.00) (the "Second Payment") to be a credit against the purchase price or the Monthly Rent, as the case may be and as set forth in the POA;

WHEREAS, Buyer and Seller agree that the transactions contemplated herein are contingent, in their entirety, on, among other things, the FCC Consent (as defined below) having become a Final Order; and

WHEREAS, Seller desires to sell, assign, transfer and convey to Buyer and Buyer wishes to acquire from Seller, the Assets (so that the License Buyer acquires the FCC License and all other Assets are acquired by the Assets Buyer) for the price and on the terms and conditions hereafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINED TERMS

As used in this Agreement, and unless the context expressly indicates a different meaning, the following terms shall have the meanings indicated:

"Agreement" shall have the meaning set forth in the preamble to this Agreement.

"Applicable Law" shall have the meaning set forth in **Section 3.5(c)** of this Agreement.

"Applications" shall have the meaning set forth in **Section 6.1** of this Agreement.

"Assets" shall have the meaning set forth in **Section 2.1** of this Agreement.

"Assets Buyer" shall have the meaning set forth in the preamble to this Agreement.

"Assumable Contracts" means that certain tower site lease agreement entered into by and between Pinnacle Towers, LLC and Broadcast Group Ltd.

"BGM" means Broadcast Group Management, L.L.C., the sole general partner of the Seller.

"Buyer" shall have the meaning set forth in the preamble to this Agreement.

"Cap" shall have the meaning set forth in **Section 10.5** of this Agreement.

"Closing" means the parties' consummation of the transactions contemplated by this Agreement in accordance with the provisions of **Article 8** of this Agreement.

"Closing Date" means the date of the Closing as more specifically established pursuant to **Section 8.1** of this Agreement.

"Code" shall mean the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated and the rulings issued thereunder.

"Communications Act" shall mean the Communications Act of 1934, as amended.

"Consents" means all of the consents, permits, or approvals of government authorities and other third parties necessary in order to transfer the Assets to Buyer or otherwise to consummate the transactions contemplated hereby, including without limitation the FCC Consent.

"Defaulting Party" shall have the meaning set forth in **Section 9.5** of this Agreement.

"FCC" shall have the meaning set forth in the recitals to this Agreement.

"FCC Consent" means action by or authorization of the FCC granting its consent to the assignment of all FCC License to License Buyer, as contemplated by this Agreement without any negative conditions or any provisions adverse to any party.

"FCC License" shall have the meaning set forth in the recitals to this Agreement.

"FGS" shall have the meaning set forth in the recitals to this Agreement.

"Final Order" means the FCC Consent (a) which shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended, and (b) with respect to which (i) no request shall have been filed for administrative or judicial review, reconsideration, rehearing, appeal, or stay, and with respect to which the time for filing any such requests and for the FCC to have reviewed

the action on its own motion shall have expired, or (ii) in the event of review, reconsideration, rehearing, or appeal that does not result in the FCC Consent being reversed, stayed, enjoined, set aside, annulled, or suspended, the time for further review, reconsideration, rehearing, or appeal shall have expired.

“First Payment” shall have the meaning set forth in the recitals to this Agreement.

“First POA” shall have the meaning set forth in the recitals to this Agreement.

“General Partner” means Broadcast Management Group, L.L.C., a Texas limited liability company.

“Governmental Authority” shall mean any governmental office, agency, unit, entity, or authority (whether federal, state, county, local, or foreign).

“Indemnified Party” shall have the meaning set forth in **Section 10.4(a)** of this Agreement.

“Indemnifying Party” shall have the meaning set forth in **Section 10.4(a)** of this Agreement.

“Insolvent” means:

- (i) a Person is unable to pay their debts or other obligations as they become due;
- (ii) the aggregate fair valuation of a Person’s debts or other obligations are in excess of the aggregate fair valuation of such Person’s assets; or
- (iii) with respect to Seller, the aggregate fair valuation of Seller’s assets less the aggregate fair valuation of Seller’s debts is less than the Purchase Price.

“Knowledge” means, in the case of Seller for purposes of this Agreement, the Schedules attached hereto, and the representations and warranties made herein, the knowledge of either Seller’s or the General Partner’s officers, directors, partners, principals or agents after having made a good faith effort to ascertain the fact(s) in question by inquiry to such officers, directors, partners, employees, principals or agents of Seller or the General Partner as would be reasonably likely to have the information relating to the fact(s).

“Letter Agreement” shall have the meaning set forth in the recitals to this Agreement.

“License Buyer” shall have the meaning set forth in the preamble to this Agreement.

“Liens” shall have the meaning set forth in **Section 2.1** of this Agreement.

“Material Adverse Change” shall mean any change, event, circumstance or effect that is materially adverse to the Assets, except that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, a Material Adverse Change: (i)

any failure by the Seller to meet any projections, forecasts or predictions of revenue, earnings or other measures of financial performance, (ii) any change, event, circumstance or effect attributable to general economic conditions in the United States, (iii) any change, event, circumstance or effect attributable to general economic conditions in any foreign jurisdiction in which the Seller has operations or sales, (iv) any change, event, circumstance or effect attributable to conditions affecting the industries in which the Company participates, (v) any change in accounting rules, (vi) any change, event, circumstance or effect attributable to compliance with the terms of, or the taking of any action required by, this Agreement or otherwise taken or not taken at the request of Buyer, (vii) any change, event, circumstance or effect attributable to circumstances known by Buyer as of the date hereof, or (viii) any change, event, circumstance or effect that is cured by the Seller prior to the Closing Date.

“Monthly Rents” shall have the meaning set forth in the recitals to this Agreement.

“Multimedios” shall have the meaning set forth in the preamble to this Agreement.

“Multiteleventas” shall have the meaning set forth in the recitals to this Agreement.

“Monthly Rents” shall have the meaning set forth in the recitals to this Agreement.

“Non-defaulting Party” shall have the meaning set forth in **Section 9.5** of this Agreement.

“Original Purchase Option” shall have the meaning set forth in the recitals to this Agreement.

“Partnership Agreement” means the Agreement of Limited Partnership of the Seller dated April 19, 2001.

“Person” means any individual, partnership, joint venture, corporation, limited liability company, limited partnership, limited liability partnership, trust, unincorporated organization, government or other department or agency thereof or other entity.

“POA” shall have the meaning set forth in the recitals to this Agreement.

“Purchase Price” shall have the meaning set forth in **Section 2.2** of this Agreement.

“Restriction Period” shall have the meaning set forth in **Section 2.7** of this Agreement.

“Second Payment” shall have the meaning set forth in the recitals to this Agreement.

“Seller” shall have the meaning set forth in the preamble to this Agreement.

“Station” shall have the meaning set forth in the recitals of this Agreement.

“Survival Period” shall have the meaning set forth in **Section 10.1** of this Agreement.

“TBA” shall have the meaning set forth in the recitals to this Agreement.

“Tax” or “Taxes” means any multi-national, federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer,

registration, value added, excise, natural resources, entertainment, amusement, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, *ad valorem*, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to Tax or additional amounts in respect of the foregoing, that (i) are in connection with, imposed on and/or related to the Assets or (ii) if unpaid, could result in a Lien being placed on any of the Assets by any Governmental Authority.

“Texas Multiteleventas” shall have the meaning set forth in the recitals to this Agreement.

“Tax Returns” means returns, declarations, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax of any party or the administration of any laws, regulations or administrative requirements relating to any Tax.

“Threshold Indemnification Amount” shall have the meaning set forth in **Section 10.5** of this Agreement.

All terms not defined in this **Article 1** shall have the meaning ascribed such terms in the Agreement.

ARTICLE 2 PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Agreement to Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, assign, convey, transfer and deliver to Buyer on the Closing Date, free and clear of all claims, liabilities, mortgages, liens, pledges, security interests, conditions, charges, restrictive covenants or encumbrances of any nature whatsoever (collectively, the “Liens”), except for Liens for current Taxes not yet due and payable, and Buyer agrees to purchase all of Seller’s right, title and interest in and to the following assets (collectively, the “Assets”):

- (a) The FCC License;
- (b) The transmission equipment, including the antenna, transmitter, and transmission line;
- (c) All FCC logs and records and all other books, records, ledgers, logs, files, documents, correspondence, all other lists, maps, plans, diagrams, blueprints, schematics, engineers reports, filings with the FCC which relate to the Assets, the public inspection file, and all records required by the FCC to be kept, subject to the right of Seller to have such records made available to Seller for inspection for taxation, regulatory and accounting purposes for a period of three (3) years after the Closing Date; and
- (d) All of Seller’s rights, title and interest in and to the Assumable Contracts to the extent such Assumable Contracts are assumed pursuant to **Section 2.3**.

Notwithstanding anything contained herein to the contrary, Seller shall not sell, and Buyer shall not acquire, any asset not expressly designated as an Asset in **Section 2.1**. Notwithstanding the foregoing, License Buyer shall purchase the FCC License and all other Assets shall be purchased by Assets Buyer.

2.2 Purchase Price. Upon the terms and subject to the conditions set forth in this Agreement, and in consideration for the sale and delivery of the Assets to Buyer by Seller, on the Closing Date and at Closing, Buyer shall pay to Seller, in the aggregate, Four Million Eight Hundred Thousand and No/100 U.S. Dollars (\$4,800,000.00) (the "Purchase Price") to be paid by Buyer to Seller in immediately available funds by wire transfer of immediately available U.S. Federal funds pursuant to wire instructions to be delivered by Seller to Buyer at least three (3) business days prior to the Closing, provided that the amount of the Purchase Price due and owing by Buyer to Seller at Closing shall be (a) reduced by an amount equal to Three Hundred Sixty Thousand and No/100 U.S. Dollars (\$360,000.00), representing the sum of: (i) that portion of the First Payment not credited toward Monthly Rent under the TBA (\$120,000.00) and (ii) the entirety of the Second Payment, and (b) increased by the Monthly Rents to be paid under the TBA between April 1, 2007 and the Closing Date.

2.3 Assumption of Liabilities. (a) At the Closing, Buyer, at Buyer's sole option and discretion, may elect to assume any Assumable Contract by providing written notice to Seller. In the event that Buyer affirmatively elects, in writing, to assume any particular Assumable Contract, (i) Buyer shall assume and agree to pay, perform and discharge, in a timely manner and in accordance with the terms thereof, from and after the Closing Date, those obligations of the Seller in respect to such Assumable Contract and (ii) any customer deposits to the extent such deposits were made pursuant to and remain outstanding under any such assumed Assumable Contract for services not yet performed are transferred to Seller hereunder. For each Assumable Contract that Buyer does not affirmatively elect, in writing, to assume, Seller shall be responsible for any and all liabilities and obligations related to such Assumable Contract.

(b) Subject to paragraph (a) above and **Article 10**, as part of the consideration for the purchase and sale of the Assets, on the Closing Date, the Buyer shall assume, and shall thereafter keep, observe and perform all of the obligations, covenants and agreements, and shall pay and satisfy as they become due all liabilities based on, arising out of or in connection with the Assets to the extent arising from and after the Closing Date.

2.4 Adjustments. The Purchase Price shall also be adjusted at Closing to reflect:

(a) Any adjustments made and agreed to on or before the Closing Date, in connection with the FCC regulatory fees that the parties hereto agree to share equally;

(b) The Prorated Tax as set forth in **Section 6.2(b)** of this Agreement; and

2.5 Excluded Obligations and Liabilities. Seller agrees to satisfy and discharge all the liabilities of Seller relating to the Assets which are not assumed by Buyer pursuant to the terms of this Agreement, whether known at the Closing or thereafter determined.

2.6 Allocation. The parties agree to allocate the Purchase Price (and all capitalized acquisition costs) among the assets for all purposes in accordance with the allocation schedule

attached hereto as Schedule 2.6, which allocation shall be binding upon the parties, and on a Form 8594 jointly completed and separately filed with their respective income tax returns for the tax year in which the Closing occurs. The parties shall report, act and file tax returns in all respects and for all purposes consistent with such allocation prepared by Buyer. Seller shall timely and properly prepare, execute, file and deliver all such documents, forms, and other information as Buyer may reasonably request to prepare such allocation. Neither Buyer nor Seller shall take any position with is inconsistent with such allocation unless required to do so under applicable law. Seller and Buyer agree to comply with all filing, notice and reporting requirements described in Section 1060 of the Code and the proposed Treasury Regulations promulgated thereunder. Seller and Buyer will promptly notify the other in the event of an examination, audit or other proceeding regarding the agreed upon Price Allocation.

2.7 Agreement Not to Dissolve. During the period commencing on the Closing Date and ending on the later of (i) the third (3rd) anniversary of the Closing Date, (ii) the date upon which Seller has paid, satisfied or discharged all of its debts, liabilities and obligations, or made adequate provision for payment, satisfaction or discharge thereof, or (iii) the date upon which the partners of Seller assume the indemnity obligations under **Section 10.2 (a)** (such period being referred to herein as the "Restriction Period"). Seller shall not, without the prior written consent of Buyer, take any action that could, or omit to take an action, the omission of which could result in Seller being Insolvent or unable to pay, satisfy or discharge its debts, liabilities and obligations, including, without limitation, making any distributions to its partners.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller represents and warrants to Buyer and Texas Multiteleventas as set forth in this **Article 3**, subject to any exceptions set forth in the disclosure schedules delivered by the Seller to Buyer and Texas Multiteleventas dated as of the date hereof (the "Disclosure Schedule"). Exceptions on the Disclosure Schedule shall specifically identify the representation to which they relate; provided, however, that any matter disclosed pursuant to one section or subsection of the Disclosure Schedule is deemed disclosed for such other sections or subsections of the Disclosure Schedule if it is reasonably apparent that such matter relates to such other section or subsection of the Disclosure Schedule and the level of particularity and manner of disclosure of the matter expressly disclosed in one section or subsection of the Disclosure Schedule would make a reasonable person aware that such disclosure is relevant to such other sections or subsections.

3.1 Organization, Standing and Authority.

(a) Seller is a limited partnership duly formed, validly existing, and in good standing under the laws of the State of Texas. Seller has all necessary partnership power and authority to own, lease, and use the Assets as presently owned, leased, and used by Seller. Seller has the necessary partnership power and authority to execute and deliver this Agreement and the documents and instruments contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder. Seller is not a participant in any joint venture or partnership with any other Person or entity with respect to any of the Assets.

(b) The General Partner is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Texas. The General Partner has all requisite company power and authority to serve as general partner of Seller and to execute and deliver this Agreement and the documents and instruments contemplated hereby as the general partner of Seller. The General Partner is not a participant in any joint venture or partnership, except for Seller, with any other Person or entity with respect to any of the Assets.

3.2 Authorization and Binding Obligation.

(a) The execution and delivery of this Agreement by Seller and the documents and instruments contemplated hereby, as well as the performance of Seller's obligations hereunder, have been duly and validly authorized by all necessary partnership action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that the enforceability hereof may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, or by court-applied equitable principles.

(b) The execution and delivery of this Agreement and the documents and instruments contemplated hereby by the General Partner as the general partner of Seller have been duly and validly authorized by all necessary company action on the part of the General Partner.

3.3 Absence of Conflicting Agreements. Subject to obtaining the FCC Consent as set forth in Section 6.1 and except as set forth on Schedule 3.3 hereto, the execution, delivery, and performance of this Agreement and of the instruments and documents contemplated hereby by the Seller (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with any provision of the Certificate of Limited Partnership or the partnership agreement of Seller or the Articles of Organization or regulations of the General Partner, as the case may be, (ii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, decree, rule, regulation, or ruling of any court or governmental instrumentality which is applicable to Seller, (iii) will not materially conflict with, constitute material grounds for termination of, result in a material breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, obligation, instrument, license, or permit to which Seller is a party or by which Seller or any substantial portion of Seller's property may be bound, and (iv) will not create any claim, liability, mortgage, Lien, pledge, condition, charge or, encumbrance of any nature whatsoever upon the Assets.

3.4 Licenses.

(a) Schedule 2.1(a) hereto includes a true and complete list and description, as of the date of this Agreement, of the FCC License and any and all amendments and other modifications thereto, as the case may be. Seller has delivered to Buyer true and complete copies of the FCC License (including any and all amendments and other modifications thereto). The FCC License is valid and issued to Seller, with Seller being the authorized legal holder thereof, free and clear of any and all Liens. The FCC License is in full force and effect and has not been revoked, suspended, canceled, rescinded or terminated and has not expired, and (iii) is

assignable without limitation or restriction. Each tower that is part of the Assets has been appropriately registered, if required, with the Governmental Authorities as listed on Schedule 2.1(a) hereto.

(b) Except as set forth in Schedule 3.4, there is not pending or, to the Knowledge of Seller, threatened any action by or before any Governmental Authority, including, without limitation, the FCC to revoke, suspend, cancel, rescind or modify the FCC License (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding or pending or, to the Knowledge of Seller, threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller regarding the FCC License.

(d) Except as set forth in Schedule 3.4, all reports and filings required to be filed with a Governmental Authority, including, without limitation, the FCC by Seller with respect to the FCC License have been timely filed or where not timely filed, such lateness will not materially adversely affect the FCC License. All such reports and filings are materially accurate and complete.

(e) Except as set forth in Schedule 3.4, Seller is aware of no facts and Seller has received no notice or communication, formal or informal, indicating that a Governmental Authority, including, without limitation, the FCC is considering revoking, suspending, canceling, rescinding or terminating the FCC License.

3.5 Title to and Condition of the Assets.

(a) Seller has good and indefeasible title to the Assets and will deliver good and indefeasible title to all Assets to Buyer at Closing free and clear of any and all Liens. None of the Assets is subject to any Liens, except for (i) Liens for current taxes not yet due and payable, and (ii) those claims or encumbrances described in Schedule 3.5 hereto, all of which shall be removed prior to, or at Closing. To the Knowledge of the Seller, the ownership and use of the Assets by the Seller does not violate or infringe on the rights of any third party. All Assets are in Seller's possession or under its control.

(b) Except as shown in Schedule 3.5 hereto, the Assets (i) are in good operating condition and repair in all material respects (ordinary wear and tear excepted) with no material repairs required in the foreseeable future and are available for immediate use in the business or the operations for which they are presently being used, (ii) are suitable for the purposes used, (iii) are adequate and sufficient for the normal operation of the Seller's business as presently conducted, and (iv) (a) have been operated and maintained in all material respects consistent with FCC rules and regulations and the applicable rules and regulations of all other Governmental Authorities and good business practices consistent with prudent industry standards and remains in suitable and adequate condition for use consistent with past practices and prudent industry practices of Seller, and (b) will permit television broadcasting in accordance with the terms of the FCC License and the rules and regulations of the FCC, and with all other applicable federal, state, local, and foreign statutes, ordinances, rules, and regulations (the "Applicable Law").

3.6 Assumable Contracts. True and complete copies of each Assumable Contract

have been delivered to Buyer. Except as set forth in Schedule 3.6 hereto: (i) each Assumable Contract (a) is the legal and valid obligations of Seller (and each other party thereto), (b) is in full force and effect and binding upon the parties thereto, and (c) is assignable to Buyer by Seller at the Closing (should Buyer elect to assume such Assumable Contract), and (ii) none of the parties to any Assumable Contract is in breach of any of the provisions thereof and no condition exists that with notice or lapse of time or both would constitute a breach or default. None of the rights of Seller under the Assumable Contracts have been assigned (including by an absolute assignment of contracts) or collaterally assigned, assigned for the purpose of granting security, or are affected by any security interest or similar encumbrance. There are no renegotiations of, or, to the Knowledge of Seller, attempts to renegotiate, any material amounts paid or payable to or by Seller under any Assumable Contract, and no Person has made written demand for such renegotiation.

3.7 Consents. Except for the FCC Consent provided for in **Section 6.1** hereof and the other consents described in Schedule 3.7 hereto, no consent, approval, permit, or authorization of, or declaration to or filing with, any Governmental Authority or regulatory authority or any other third party is required in order (i) for Seller to consummate this Agreement and the transactions contemplated hereby, or (ii) to permit Seller to assign or transfer the Assets to Buyer.

3.8 Station Books and Records. With respect to the operation or use of the FCC License, Seller has maintained a set of books, and records separate from Seller's other businesses all of which are true, correct, and complete in all material respects and have been made available for inspection by Buyer.

3.9 Reports. All returns, reports, and statements which Seller is currently required to file in connection with the with the FCC or with any other Governmental Authority have been filed, and all reporting requirements of the FCC and other Governmental Authorities having jurisdiction over the Assets have been complied with in all material respects.

3.10 Taxes. All Taxes due and payable by Seller have been timely paid in full or have otherwise been validly contested. Seller has timely filed all federal, state, county, local and foreign tax returns and/or reports that it is required to have filed other than its United States federal income tax return for fiscal year 2006 for which it has properly obtained an extension of the time to file until September 15, 2007. There are no Liens on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Tax.

3.11 Claims, Legal Actions. Except for rule making proceedings affecting the broadcasting industry in general, there is no material claim, legal action, counterclaim, suit, arbitration, governmental investigation, or other legal, administrative, or tax proceeding, nor any material order, decree, or judgment, in progress or pending, or, to the Knowledge of Seller, threatened, against or relating to the Assets. In particular, but without limiting the generality of the foregoing, there are no applications, complaints, or proceedings pending, or, to the best of Seller's Knowledge, threatened, before the FCC or other Governmental Authority relating to the Assets, other than applications, complaints, or proceedings which affect the broadcasting industry generally.

3.12 Engineering Reports. Seller has provided Buyer with copies of all material



engineering memoranda, tests, maps, studies, charts, reports, analyses, and any other material performed or created by or for Seller or its agents regarding the signal coverage and broadcast power of the transmission towers.

3.13 Insurance. The Assets are insured against loss or damage in amounts generally customary in the broadcasting industry as more particularly described on Schedule 3.11 hereto. All policies of insurance listed in Schedule 3.11 hereto are in full force and effect with no premium arrearages and will continue to be in full force and effect under identical terms on the Closing Date. During the three-year period ending on the date hereof, no insurance policy covering the Assets has been canceled by the insurer, no application relating to the Assets has been rejected by any insurer and no claims have been made with respect to any such insurance except as set forth on Schedule 3.11 hereto. Seller has not received any notice from any insurer of its intent to cancel or refusal to renew any insurance policies.

3.14 Compliance with Laws. Seller and the Assets are in all respects in compliance with (i) the FCC License, and (ii) all Applicable Laws, rules, regulations, and ordinances relating to the Assets, except where such noncompliance does not have a Material Adverse Effect on the Assets. Neither the ownership or use of the Assets, nor the conduct of the business or the operations of the Station conflicts with the rights of any other Person, firm, or corporation in any respect. Seller has paid all monies and obtained and filed all licenses, permits, certificates and authorizations issued by any Governmental Authority currently needed or required for the operations of the Assets.

3.15 Conduct of Business in Ordinary Course. Seller has used the Assets only in the ordinary course and since January 1, 2006 Seller has not made any sale, assignment, lease, or other transfer of any of the Assets or otherwise encumbered the Assets.

3.16 Solvency. Seller is not Insolvent. Upon and immediately after giving effect to the consummation of the transactions contemplated by this Agreement, Seller will not be Insolvent.

3.17 Brokers. Except as set forth on Schedule 3.17, neither Seller nor any of the Cabadas has used a broker or finder in connection with this Agreement, and there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby based on any arrangement or agreement by or on behalf of Seller or any affiliate thereof.

3.18 Domain Names. Neither Seller nor any affiliate own or is a registered owner of any domain names in connection with the Station.

3.19 No Breach. To Seller's Knowledge, Seller is not in violation or breach of any of the terms, conditions or provisions of any contract, agreement, lease, court order, judgment, arbitration award, or decree relating to or affecting the Assets to which Seller is a party or by which it is bound.

3.20 Disclosure. To Seller's Knowledge, no representation or warranty by Seller in this Agreement, nor any statement, certificate, schedule or exhibit hereto furnished or to be furnished by or on behalf of Seller pursuant to this Agreement, contains or shall contain any

untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 Organization, Good Standing and Authority. Each of Assets Buyer and License Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas. Each of Assets Buyer and License Buyer has all the limited liability company power and authority to (i) acquire, own, and use the Assets, (ii) execute and deliver this Agreement and the documents and instruments contemplated hereby, and (iii) perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

4.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by each of Assets Buyer and License Buyer has been duly authorized by all necessary limited liability company action on the part of each of Assets Buyer and License Buyer. This Agreement has been duly executed and delivered by each of Assets Buyer and License Buyer and constitutes the legal, valid and binding obligation of each of Assets Buyer and License Buyer, enforceable against each of Assets Buyer and License Buyer in accordance with its terms, except to the extent that the enforceability hereof may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, or by court-applied equitable principles.

4.3 Absence of Conflicting Agreements. Except as set forth on Schedule 4.3 hereto, the execution, delivery, and performance of this Agreement and the documents and instruments contemplated hereby by Buyer (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent, approval of or notice to or filing with any third party any third party, including any Governmental Authority; (ii) will not conflict with the organizational documents of Buyer; (iii) to the best of Buyer's knowledge will not conflict with, result in a breach of, or constitute a default under, any Applicable Law, judgment, order, ordinance, decree, rule or regulation, or ruling of any court or governmental instrumentality which is applicable to Buyer; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, obligation, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound.

4.4 Litigation. As of the date of this Agreement, there are no actions, disputes, litigations, arbitrations, proceedings or investigations pending or, to the knowledge of Buyer, threatened against or affecting Buyer that, individually or in the aggregate, is materially adverse to the ability of the Buyer to consummate the transactions contemplated hereby.

4.5 Solvency. Neither of Assets Buyer nor License Buyer is Insolvent. Upon and immediately after giving effect to the consummation of the transactions contemplated by this Agreement, neither of Assets Buyer nor License Buyer will be Insolvent.

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4.6 Qualified Licensee. License Buyer is legally, financially and otherwise qualified to hold the FCC License.

4.7 Brokers. Buyer has not used a broker or finder in connection with this Agreement, and there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby based on any arrangement or agreement by or on behalf of Buyer thereof.

ARTICLE 5 COVENANTS OF SELLER

5.1 Pre-Closing Covenants. Except as contemplated by this Agreement, between the date hereof and the Closing Date, Seller shall operate the Assets in the ordinary course of business consistent with Seller's past practices (except where such would conflict with the following covenants or with Seller's other express obligations hereunder) and subject to and in accordance with the TBA, and shall abide by the following negative and affirmative covenants set forth in subsections (a) and (b) below:

(a) Negative Covenants.

(i) Contract. Seller shall not enter into any new contract, agreement, lease, and other arrangement, written or oral, in connection with the Assets, except in the ordinary course of business and in accordance with past practices or amend, modify or terminate any contract, agreement, lease, and/or other arrangement without the prior written approval of Buyer.

(ii) Disposition of Assets. Seller shall not sell, assign, lease, or otherwise transfer or dispose of any of the Assets.

(iii) Encumbrances. Seller shall not create, assume, or permit to exist any claim, liability, mortgage, Lien, security interest, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Assets, except for mechanics' liens and other similar liens which will be removed prior to the Closing Date and for which Seller shall provide to Buyer releases of Liens prior to the Closing Date.

(iv) FCC License. Seller shall not do any act or fail to do any act which might result in the expiration, revocation, suspension, or adverse modification of the FCC License.

(v) Rights. Seller shall not waive any material right relating to the Assets.

(vi) No Inconsistent Action. Seller shall not take any action which is inconsistent with any of Seller's obligations hereunder or which could hinder or delay the consummation of the transactions contemplated by this Agreement.

(b) Affirmative Covenants.

(i) Access to Information. Upon prior written notice from Buyer (or Texas Multiteleventas) to Seller, Seller shall allow Guillermo Franco reasonable access to the Assets and other documents relating to the Assets for the purpose of inspection and other due diligence review, at mutually agreeable times, at Buyer's expense, and during normal business hours.

(ii) Maintenance of the Assets. Seller shall maintain the Assets in their condition and at their locations as of the date examined by Buyer (ordinary wear and tear excepted), and use, operate, and maintain the Assets in a reasonable manner being maintained at levels consistent with past practices.

(iii) Insurance. Seller shall maintain and keep in full force and effect the existing insurance policies on the Assets under identical terms to the Closing Date.

(iv) Consents. Seller shall use its commercially reasonable efforts to obtain the Consents and to satisfy all of Buyer's conditions to closing set forth herein. If Seller does not obtain a consent required to assign a contract or lease hereunder, Buyer shall not be required to assume such contract or lease.

(v) Notification. Seller shall promptly notify Buyer in writing of any unusual or material developments with respect to the Assets and of any material change in any of the information contained in Seller's representations and warranties contained in **Article 3** hereof or in the Schedules hereto.

(vi) Compliance with Laws. Seller shall comply in all material respects with the Communications Act and all rules and regulations of the FCC, and all other Applicable Laws, rules, and regulations to which Seller and the Assets are subject.

5.2 Post-Closing Covenants. After the Closing, Seller will take such actions, and execute and deliver to Buyer such further bills of sale, assignments or other transfer documents as, in the reasonable opinion of counsel for Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

5.4 Representations and Warranties. Seller shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of the representations and warranties of Seller contained in this Agreement and such notification shall be deemed to supplement and/or amend the Disclosure Schedule hereto as appropriate with respect to such matters.

ARTICLE 6 SPECIAL COVENANTS AND AGREEMENTS

6.1 FCC Consent. The assignment of the FCC License as contemplated by this Agreement is subject to the prior consent and approval of the FCC. Within five (5) business days after the execution of this Agreement, License Buyer and Seller shall file with the FCC an

application on FCC Form 316 (the "Application"), requesting the FCC Consent. These parties shall prosecute the Application with all reasonable diligence and otherwise use their commercially reasonable efforts to obtain the grant of such Application by the FCC as expeditiously as practicable. If the FCC Consent shall impose any condition on any party hereto, such party shall use its commercially reasonable efforts to comply with such condition, unless compliance would be unduly burdensome or would have a materially adverse effect upon such party.

6.2 Taxes, Fees, and Expenses.

(a) All documentary, title, recording, and similar taxes and fees, if any, arising out of the assignment and transfer of the Assets pursuant to this Agreement and all filing fees required by the FCC shall be paid one-half by Seller, on the one hand, and one-half by Buyer, on the other; provided, that Buyer shall be exclusively responsible for, and Seller shall not have any liability or responsibility for, any sales or transfer taxes, arising from the transfer of the Assets to Buyer. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and other representatives.

(b) Notwithstanding anything to the contrary in this Agreement, Seller and Buyer shall prorate between themselves on the Closing Date the ad valorem, property and similar taxes assessed against Seller and/or the premises by any taxing authority for the current tax period (the "Prorated Tax"). The Prorated Tax shall be prorated on a per diem basis as of the Closing Date. If the final assessed Prorated Tax is not fixed prior to the Closing Date, the adjustment thereof at the Closing shall be made upon the basis of the valuation assessed by the El Paso County Appraisal District for the current tax period, shall be further adjusted when the final assessed ad valorem tax is fixed and Seller and Buyer shall make such further adjustment payments between themselves as necessary. The Seller's prorated portion of the Prorated Tax shall be deducted from the Purchase Price. Buyer shall pay the Prorated Tax when due. The provisions of this **Section 6.2** shall survive the Closing until the expiration of the earlier of the following: (i) the one year anniversary of the Closing Date or (ii) upon the mutual written agreement of Buyer and Seller.

6.3 Confidentiality. Except as necessary for the consummation of the transaction contemplated hereby, including Buyer's obtaining financing in any form or means of its choosing related hereto, each party hereto will keep confidential any information which is obtained from the other party in connection with the transaction contemplated hereby and which is not readily available to members of the general public, and will not use such information for any purpose other than in furtherance of the transactions contemplated hereby, and will not divulge such information to any third party (other than the disclosing party's employees, representatives, agents and counsel on a need to know basis), except pursuant to an order of a Governmental Authority or pursuant to a subpoena and thereupon only after providing written notice to the other party hereto and allowing the other party seven (7) business days to quash the subpoena or obtain other appropriate judicial remedy. In the event that this Agreement shall be terminated and the purchase and sale contemplated hereby shall be abandoned, each party hereto will immediately return to the other party all documents, work papers, and other written material.

any such declarations, filings, and registrations; and (iii) the execution of any additional instruments necessary to consummate the transactions contemplated hereby. Seller shall cooperate with and assist Buyer and its authorized representatives in order to provide an efficient and orderly transfer of the Assets.

6.10 Public Announcements. Except as may be required by Applicable Law, neither Seller nor Buyer shall issue any press release or otherwise make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld).

6.11 Termination of TBA. Upon the Closing, the TBA shall terminate, and all obligations under the TBA shall end; provided, however, the termination of the TBA shall in no way limit or impair the indemnity provisions applicable under the TBA for any breaches or any actions arising out of the TBA with respect to indemnifiable acts or omissions under the TBA arising on or prior to the Closing Date.

ARTICLE 7 CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER

7.1 Conditions to Obligations of Buyer. All obligations of Buyer at the Closing hereunder are subject to the fulfillment as of the Closing Date of each of the following conditions, any of which may be waived by Buyer in writing in whole or in part in Buyer's sole discretion:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date, except for representations and warranties as of a specific date or period which only need to be true and correct in all material respects as of such specified date or period.

(b) Covenants and Conditions. Seller shall have in all material respects performed and complied with the covenants, agreements, and conditions required by this Agreement to have been performed or complied with by Seller prior to or on the Closing Date.

(c) Consents. The FCC Consent and each of the Consents on Schedule 3.7 hereto shall have been duly obtained and delivered to Buyer, with no material adverse change to the terms of the FCC License or Assumable Contracts with respect to which such Consents shall have been obtained.

(d) Licenses. Seller shall be the holder of the FCC License, and there shall not have been any modification to any the FCC License that shall have a material adverse effect on the conduct of the business or the operations. No proceeding shall be pending, the effect of which would be to revoke, cancel, fail to renew, suspend, or modify adversely the FCC License.

(e) Deliveries. Seller shall have made, or shall stand ready, willing, and able

to make, all of the deliveries to Buyer set forth in **Section 8.2** hereof.

(f) No Material Adverse Change. No Material Adverse Change shall have occurred in the Assets.

(g) No Suit. No material suit, action or other proceeding or investigation shall, to the knowledge of either party to this Agreement, be threatened or pending before or by any Governmental Authority or by any third party questioning the legality of this Agreement or the consummation of the transactions contemplated hereby in whole or in part. In this regard, the FCC Consent shall have become a Final Order.

(i) FCC Consent. The FCC Consent shall have become a Final Order.

7.2 Conditions to Obligations of Seller. The obligations of Seller at the Closing hereunder are subject to the fulfillment as of the Closing Date of each of the following conditions, any of which may be waived in writing by Seller in whole or in part in its sole discretion:

(a) Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, as though such representations and warranties were made at and as of the Closing Date, except for representations and warranties as of a specific date or period which only need to be true and correct in all material respects as of such specified date or period.

(b) Covenants and Conditions. Buyer shall have in all material respects performed and complied with the covenants, agreements, and conditions required by this Agreement to have been performed or complied with by Buyer prior to or on the Closing Date.

(c) Deliveries. Buyer shall have made, or shall stand ready, willing, and able to make, all of the deliveries set forth in **Section 8.3** hereof.

(d) Organizational Documents of Buyer. Each of the formation and organizational documents of Buyer shall have been executed and delivered, such documents to be in form and substance satisfactory to Cabada Holdings, LLC.

(e) FCC Consent. The FCC consent shall have become a Final Order.

ARTICLE 8 CLOSING AND CLOSING DELIVERIES

8.1 Closing. The Closing shall take place on a mutually acceptable date no later than five (5) business days after all of the conditions provided for in **Article 7** hereof have been complied with, but in any event on or before September 30, 2007. Closing may be conducted in person or by facsimile and wire transmission, and shall be coordinated from the offices of Fizer, Beck, Webster, Bentley & Scroggins, a professional corporation, in Houston, Harris County, Texas or at another mutually acceptable location.

8.2 Deliveries By Seller. On the Closing Date, Seller shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) Transfer Documents. Duly executed bills of sale, assignments, deeds, and such other transfer documents which shall be sufficient to vest good and indefeasible title to the Assets (other than the FCC License) in the name of Assets Buyer, the FCC License in the name of License Buyer, or their permitted assigns, free and clear of any Liens (except for Liens for current taxes not yet due and payable);

(b) Consents. The original or a copy of each Consent set forth on Schedule 3.7 hereto;

(c) Officer's Certificate. A duly executed officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of the General Partner, certifying: (i) that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the Closing Date, except for representations and warranties as of a specific date or period which only need to be true and correct in all material respects as of such specified date or period and (ii) that Seller has in all material respects performed its obligations and complied with its covenants set forth in this Agreement to have been performed and complied with prior to or on the Closing Date;

(d) Secretary's Certificate. A duly executed secretary's certificate, dated as of the Closing Date, executed by the secretary of the General Partner: (i) certifying that the resolutions, as attached to such certificate, were duly adopted by the managers of the General Partner, authorizing, ratifying, and approving (1) the execution and delivery of this Agreement on behalf of Seller, (2) the performance by Seller of its obligations hereunder and the consummation of the transaction contemplated hereby, (3) and that such resolutions have not been amended or rescinded and remain in full force and effect, and (ii) providing, as attachments thereto, a certificate of existence certified by the Texas Secretary of State for the Seller, as of a date not more than fifteen (15) days prior to the Closing Date, and further duly certified by General Partner's Secretary as of the Closing Date;(f)

(e) Licenses, Contracts, Business Records, Etc. Copies of the FCC License, Assumable Contracts, blueprints, schematics, working drawings, plans, projections, statistics, engineering reports and records, and all material files and records used by Seller in connection with the Assets; and

8.3 Deliveries by Buyer. Prior to or on the Closing Date, Buyer shall deliver to Seller in form and substance reasonably satisfactory to Seller and its counsel the following:

(a) Purchase Price. The Purchase Price as provided in **Section 2.2** hereof, as adjusted by the amounts set forth or referenced in **Section 2.4**, as applicable, shall be delivered by wire transfer of same day funds to an account designated in writing by Seller not less than three (3) business days prior to the Closing Date; and

(b) Officer's Certificate. A duly executed officer's certificate, dated as of the Closing Date, executed by a ~~company~~ officer of Buyer, (i) certifying that the

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representations and warranties of Buyer contained in this Agreement are true and correct in all material respects as of the Closing Date, except for changes contemplated by this Agreement, as though made on and as of such date, (ii) certifying that Buyer has in all material respects performed its obligations and complied with its covenants set forth in this Agreement to have been performed or complied with on or prior to the Closing Date, and (iii) attaching a resolution, duly adopted by Buyer authorizing, ratifying, and approving the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby, certifying that such resolution remains in full force and effect.

ARTICLE 9 RIGHTS OF BUYER AND SELLER UPON TERMINATION OR BREACH

9.1 Termination Right. This Agreement may be terminated by (i) the mutual written agreement of Buyer and Seller, (ii) by Buyer pursuant to **Sections 6.5(b)**, or (iii) by either Buyer or Seller, upon written notice to the other party, upon the occurrence of any of the following:

(a) A party hereto breaches any term or condition of this Agreement and fails to cure such breach or to continue to prosecute diligently a cure therefore (or such breach is or becomes incurable) within thirty (30) days following receipt of written notice from the terminating party specifying in reasonable detail the nature of such breach;

(b) By Buyer, if on the Closing Date, (i) any of the conditions precedent to the obligations of Buyer set forth in **Section 7.1** shall not have been satisfied, or (ii) satisfaction of such condition(s) shall not have been waived by Buyer;

(c) By Seller, if on the Closing Date, (i) any of the conditions precedent to the obligations of Sellers set forth in **Section 7.2** shall not have been satisfied, or (ii) satisfaction of such condition(s) shall not have been waived by Seller;

(d) By Buyer or Seller if the Closing does not occur by March 30, 2008, provided that the terminating party is not in breach of any obligation hereunder; or

(e) If the application for the FCC Consent shall be designated for an evidentiary hearing by the FCC for any reason.

9.2 Effect of Termination.

(a) Subject to the provisions of **Sections 9.2(b), 9.3 and 9.4**, upon termination of this Agreement pursuant to **Section 9.1** above, the parties hereto shall not have any further liability or obligation to each other, except as contemplated by certain provisions of **Article 6** hereof which by their context are intended to survive a termination of the Agreement.

(b) The provisions of paragraph (a) above notwithstanding, no party shall be relieved of liability for any knowing material breach (for this purpose knowledge shall be tested as of the date hereof only) of any representation or warranty contained herein or any willful or intentional breach of any covenant or agreement contained herein.

(c) Notwithstanding any of the foregoing, in the event that this Agreement is terminated by Buyer pursuant to **Section 9.1(a)** due to a willful or intentional breach of a term or condition of the Agreement by Seller (subject to cure as provided in **Section 9.1(a)**), the TBA shall terminate and all remaining and unused funds from the First Payment and/or Second Payment not credited toward Monthly Rent shall be repaid in full to Buyer within five (5) days;

9.3 Damages. In the event that (i) all of the conditions to closing as set forth in **Section 7.1** have been met or satisfied and (ii) Buyer fails or declines to perform its obligations in breach of this Agreement, Buyer shall (x) continue to be bound by the terms and conditions of the TBA for the then remaining term of the TBA, and (y) Seller be entitled to any other remedies that may be available by this Agreement, statute, at law, or in equity.

9.4 Specific Performance. The parties hereto recognize that in the event the Seller should intentionally or willfully breach or refuse to perform its material obligations under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Buyer for Buyer's injury sustained as a result of such intentional or willful breach or refusal to perform, inasmuch as the Assets are unique and there are no readily available substitutes for such Assets that Buyer could purchase on the open market. Buyer shall therefore be entitled, in addition to any other remedies that may be available by statute, at law, or in equity, to obtain a decree of specific performance of the terms of this Agreement from a court of competent jurisdiction. In the event of any action to enforce this Agreement, Seller hereby waives the defense that there is an adequate remedy at law.

9.5 Expenses. In the event either party files a lawsuit for damages or other remedy in accordance with **Sections 9.2(b), 9.3 and/or 9.4**, the prevailing party in such action shall be entitled to reimbursement from the other party for any and all reasonable legal fees, costs and expenses incurred by the prevailing party.

ARTICLE 10 SURVIVAL OF REPRESENTATIONS AND WARRANTIES, AND INDEMNIFICATION

10.1 Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the Closing Date for a period of two (2) years after the Closing Date; provided, however, that breaches of the representations set forth in (x) **Sections 3.3 and 3.10** shall survive for the applicable statute of limitations and (y) **Sections 3.1, 3.2, 3.4, 3.5(a), 3.11, and 3.14** shall survive indefinitely (collectively, the two (2) year period, the statute of limitations period and the indefinite period shall be referred as the "Survival Period").

No claim for indemnification with respect to a breach of a representation or warranty may be made under this **Article 10** after the expiration of the Survival Period (except for breaches of the representations set forth in **Sections 3.1, 3.2, 3.3, 3.4, 3.5(a), 3.10, 3.11, and 3.14**, which may be asserted at any time, subject to the applicable Survival Period and the applicable statutes of limitation). Any investigations by or on behalf of a party hereto shall not constitute a waiver of such party's right to enforce any representation or warranty by the other party contained herein, unless a party shall have actual knowledge of any misrepresentation or breach of warranty at the

Closing on the part of the other party, and such knowledge shall be documented in writing at the Closing, in which case the party having such knowledge shall be deemed to have waived such misrepresentation or breach.

10.2 Indemnification by Seller. Seller shall indemnify, defend and hold Buyer and Texas Multiteleventas harmless from and against and with respect to, and shall reimburse Buyer for:

(a) Any and all losses, claims, liabilities, damages, fines, assessments, penalties, charges or costs (collectively, the "Indemnified Amounts") resulting from or arising out of (i) the inaccuracy or breach of any representation or warranty of Seller, (ii) the non-fulfillment or breach of any covenants by Seller contained herein or in any certificate delivered to Buyer hereunder, (iii) the ownership, use, and/or operation of the Assets for all periods as of or prior to the Closing Date; provided, however, that Buyer shall not be entitled to seek indemnification for any Indemnified Amounts arising out of, resulting from or relating to Multimedios' and/or its affiliates' use and/or operation of the Assets pursuant to the terms of the TBA, (v) any and all Taxes attributable to activities prior to the Closing Date and/or (vi) any and all third party demands for any brokerage or finder's fees based on such third party's agreement with Seller.

(b) Any and all reasonable actions, suits, proceedings, claims, demands, assessments, judgments, and reasonable costs and expenses including reasonable legal fees, court costs, expert witness fees and expenses, incident to any of the foregoing matters in item (a) above or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof.

(c) The provisions of this **Section 10.3** shall not supersede the indemnity provisions applicable under the TBA for any breaches or any actions arising out of the TBA with respect to indemnifiable acts or omissions under the TBA arising on or prior to the Closing Date.

In the event that the assets of Seller are not sufficient to cover the Indemnified Amounts, then and only to the extent such Indemnified Amounts are not covered by Seller, the Cabadas shall indemnify, defend and hold Buyer and Texas Multiteleventas harmless from and against and with respect to, and shall reimburse Buyer for those items included in paragraphs (a) and (b) above.

10.3 Indemnification by Buyer. From and after the Closing Date, Buyer shall indemnify, defend and hold Seller harmless against and with respect to, and shall reimburse Seller for:

(a) Any and all Indemnified Amounts resulting from or arising out of (i) the inaccuracy or breach of any representation or warranty of Buyer, (ii) the non-fulfillment or breach of any covenants by Buyer contained herein or in any certificate delivered to Seller hereunder, and (iii) Buyer's operation and ownership of the Assets after Closing, which relate to events occurring or conditions existing on or after Closing or otherwise assumed by Buyer under this Agreement (except for losses, claims, liabilities, damages, fines, assessments, penalties, charges or costs against which Seller is indemnifying Buyer

hereunder); and/or (iv) any and all third party demands for any brokerage or finder's fees based on such third party's agreement with Buyer; and

(b) Any and all reasonable actions, suits, proceedings, claims, demands, assessments, judgments, and reasonable costs and expenses, including reasonable legal fees and expenses, incident to any of the foregoing matters in item (a) above or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof.

(c) The provisions of this **Section 10.3** shall not supersede the indemnity provisions applicable under the TBA for any breaches or any actions arising out of the TBA with respect to indemnifiable acts or omissions under the TBA arising on or prior to the Closing Date.

10.4 Procedures for Indemnification. The procedures for indemnification shall be as follows:

(a) The party claiming the indemnification (the "Indemnified Party") shall promptly give notice to the party from whom the indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party against the Indemnified Party, specifying (i) the factual basis for such claim, and (ii) the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against the Indemnified Party such notice shall be given by the Indemnified Party to the Indemnifying Party within five (5) days after written notice of such action, suit, or proceeding shall have been given to the Indemnified Party.

(b) Following receipt of notice from the Indemnified Party of a claim, the Indemnifying Party shall have thirty (30) days in which to make such investigation of the claim as the Indemnifying Party shall deem necessary or desirable. For the purposes of such investigation, the Indemnified Party agrees to make available to the Indemnifying Party and/or its authorized representative(s) the information relied upon by the Indemnified Party to substantiate the claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of said thirty (30) day period (or any agreed upon extension thereof) to the validity and amount of such claim, or if the Indemnifying Party does not respond to such notice, the Indemnifying Party shall immediately pay to the Indemnified Party the full amount of the claim. If the Indemnified Party and the Indemnifying Party do not agree within said period (or within any agreed-upon extension thereof), the Indemnified Party may seek appropriate legal remedy.

(c) With respect to any claim by a third party as to which the Indemnified Party is entitled to indemnification hereunder, the Indemnifying Party shall have the right at its own expense to participate in or to assume control of the defense of such claim, and the Indemnified Party shall cooperate fully with the Indemnifying Party, subject to reimbursement for reasonable actual out-of-pocket expense incurred by the Indemnified Party as the result of a request by the Indemnifying Party to so cooperate. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Indemnified Party shall have the right to participate in the defense of such claim at its own expense.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make all commercially reasonable efforts to reach a decision with respect thereto as expeditiously as possible.

(e) If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third-party claim, the Indemnifying Party shall be bound by the results obtained in good faith by the Indemnified Party with respect to such claim.

(f) The indemnification rights provided in this **Article 10** hereof shall extend to the shareholders, directors, managers, officers, members, partners, agents, employees, and representatives of the Indemnified Party, although for the purpose of the procedures set forth in this **Article 10**, any indemnification claims by such parties shall be made by and through the Indemnified Party.

10.5 Limitations on Indemnification Obligations. Seller will have no indemnification obligation arising out of **Section 10.2** unless and until the aggregate of all amounts incurred by Buyer and/or Texas Multiteleventas exceeds Fifty Thousand Dollars (\$50,000.00) (the "Threshold Indemnification Amount"), it being understood that after such amount exceeds the Threshold Indemnification Amount, Seller shall be liable only for the amounts in excess of the Threshold Indemnification Amount. In addition, in no event shall the aggregate indemnification obligation of Seller arising out of **Section 10.2** exceed, in the aggregate, an amount equal to twenty-five percent (25%) of the amount of the Purchase Price (the "Cap"). The Cap shall not be applicable (i) in cases of intentional or willful misconduct or fraud or (ii) with respect to (A) any breaches of the representations and warranties set forth in **Sections 3.1, 3.2, 3.3, 3.4, 3.5(a), 3.10, 3.11, and 3.14**, (B) the ownership, use, and/or operation of the Assets for all periods as of or prior to the Closing Date (provided, however, that Buyer shall not be entitled to seek indemnification for any Indemnified Amounts arising out of, resulting from or relating to Multimédios' use and/or operation of the Assets pursuant to the terms of the TBA), and/or (C) any and all Taxes attributable to activities prior to the Closing Date, and/or (D) any and all third party demands for any brokerage or finder's fees based on such third party's agreement with Seller.

10.6 No Duplication; Exclusive Remedy.

(a) Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement; provided, however, that the foregoing shall not prohibit an Indemnified Party from selecting the theory or right of indemnification under which it may bring a claim.

(b) Subject to the rights of Buyer pursuant to **Section 9.4**, from and after the Closing, the sole remedy of Buyer with respect to any breach of, or inaccuracy in, a representation or warranty contained in this Agreement, any certificate delivered by Seller at the Closing, or any breach of any covenant or agreement in this Agreement shall be pursuant to the indemnification provisions set forth in this **Article 10**. The foregoing sentence is in no way intended to affect the obligation of Buyer to deliver the Purchase Price in accordance with the terms of this Agreement.

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10.7 No Additional Representations or Warranties. Buyer has conducted its own independent investigation, review and analysis of the business, operations, properties, premises, personnel, Assets, liabilities, results of operations, financial condition, software, technology and prospects of the Seller, which investigation, review and analysis was done by Buyer and, to the extent Buyer deemed appropriate, by Buyer's representatives. Buyer acknowledges that it and its representatives have been provided access to the properties, premises, personnel and records of the Seller which Buyer deemed sufficient for such purpose. In entering into this Agreement, Buyer acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any representations, warranties or statements of the Seller or its representatives, except the representations and warranties of Seller specifically set forth in **Article 3** of this Agreement.

10.8 Adjustments to Purchase Price. All indemnification payments under this **Article 10** shall be deemed adjustments to the Purchase Price.

ARTICLE 11 MISCELLANEOUS

11.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) delivered by personal delivery, or sent by a nationally recognized commercial delivery service, or by registered or certified US mail, return receipt requested, (iii) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service for delivery to the addressee, or the date set forth on the return receipt, and (iv) addressed as follows:

If to Seller: c/o Broadcast Group, Ltd.
5925 Cromo Drive
El Paso, Texas 79912
Attention: Mr. Sergio Cabada A, President

with copy (which shall not, by itself, constitute notice) to:

Romero Ramos Abogados, S. C.
Callejón de los Ayala 101 poniente
San Pedro Garza García, NL, México 66220
Telephone: (52-81) 8338-0465
Attention: Francisco Romero

and

Cox Smith Matthews Incorporated
112 E. Pecan Street, Suite 1800
San Antonio, Texas 78250
Telephone: (210) 554-5500
Attention: Mr. Scott Bankler

If to Buyer: BGM Acquisition, LLC
5925 Cromo Drive

 27



El Paso, Texas 79912
Attention: President of the Company

with copies (which shall not, by itself, constitute notice) to:

Fizer, Beck, Webster, Bentley & Scroggins, P.C.
1360 Post Oak Boulevard, Suite 1600
Houston, Texas 77056
Telephone: (713) 840-7710
Attention: Mr. Jeffrey E. Sher

and

Sesma Sesma & McNeese, S. C.
Idaho #14, Col. Nápoles
03810, México, D. F.
Telephone: (52 55) 5687-0909
Attention: Mr. Carlos M. Sesma

or to such other or additional Persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this **Section 11.1**.

11.2 Assignment of Benefits and Binding Effect. Except as provided in this **Section 11.2**, neither Buyer nor Seller shall have the right to assign their rights or delegate their duties under this Agreement to any Person without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.3 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas with respect to contracts and agreements made herein, and to the laws of the United States to the extent the laws of the State of Texas do not apply or the laws of the United States supersedes the laws of the State of Texas, without reference to the choice-of-law principles of such State.

11.4 Consent to Jurisdiction.

(a) The parties hereby irrevocably submit to the jurisdiction of the courts of El Paso County in the State of Texas and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Agreement

assigns. Each certificate delivered pursuant to this Agreement shall be deemed a part hereof, and any representation, warranty or covenant herein referenced or affirmed in such certificate shall be treated as a representation, warranty or covenant given in the correlated Section hereof on the date of such certificate. Additionally, any representation, warranty or covenant made in any such certificate shall be deemed to be made herein

11.10 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure on the part of any party at any time to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver shall not operate as a waiver of, nor an estoppel with respect to, any subsequent or other failure on the part of the other party. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

11.11 Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by Applicable Law.

11.12 Further Assurances. From time to time following the Closing, at the request of any party and without further consideration, the other party shall execute and deliver to such requesting party such instruments and documents and take such other action (but without incurring any financial obligation) as such requesting party may reasonably request in order to consummate more fully and effectively the transactions contemplated hereby.

11.13 Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, with the same effect as if the execution of each such counterpart were upon the same instrument. If this Agreement is executed and transmitted by facsimile, the original signature page shall thereupon be provided to all parties by regular mail.

11.14 Parent Guarantor; Rights of Texas Multiteleventas. Multimedios hereby agrees to guaranty the performance of Buyer hereunder pursuant to the terms and conditions of a guarantee agreement in substantially the form of **Exhibit B** attached hereto. Any and all rights of Buyer hereunder may be exercised unilaterally by Texas Multiteleventas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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IN WITNESS WHEREOF, this Agreement has been executed by Buyer, Seller, Multimedios, and Texas Multiteleventas as of the date first above written.

BUYER:

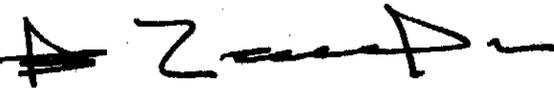
BGM ACQUISITION, LLC

By: 

Name: _____

Title: _____

BGM LICENSE, LLC

By: 

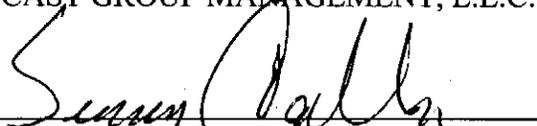
Name: _____

Title: _____

SELLER:

BROADCAST GROUP, LTD.

BY: BROADCAST GROUP MANAGEMENT, L.L.C.

By: 

Name: Sergio Cabada

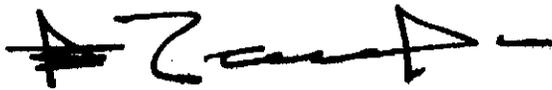
Title: President

[SIGNATURES CONTINUE ON FOLLOWING PAGE(S)]





MULTIMEDIOS TELEVISIÓN, S. A. DE C. V.:

By: 

Name: _____

Title: _____

TEXAS MULTI TELE VENTAS, INC.

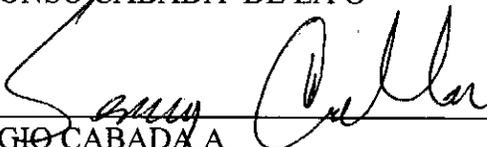
By: 

Name: _____

Title: _____

CABADAS:

ALFONSO CABADA DE LA O


SERGIO CABADA A

[END OF SIGNATURES]

