

**FIFTH AMENDMENT TO CREDIT AGREEMENT  
AND FORBEARANCE AGREEMENT**

THIS FIFTH AMENDMENT TO CREDIT AGREEMENT AND FORBEARANCE AGREEMENT (this "Agreement"), dated as of December 18, 2009, is entered into by and among **LUNA COMMUNICATIONS LLC**, a California limited liability company ("Parent"), the **ABEL DE LUNA INTER VIVOS TRUST** ("De Luna Trust"), **ABEL DE LUNA** ("De Luna"), each of Parent's undersigned Subsidiaries (each such Subsidiary, together with Parent and De Luna, each a "Loan Party" and collectively the "Loan Parties"), each lender party to the below-referenced Credit Agreement (each a "Lender" and collectively the "Lenders"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors, if any, in such capacity, "Agent"; and together with each of the Lenders, individually and collectively, the "Lender Group"), in light of the following:

**WITNESSETH**

**WHEREAS**, each Borrower and the Lender Group are parties to that certain Credit Agreement, dated as of June 30, 2005 (as amended, restated, supplemented, or modified from time to time, the "Credit Agreement");

**WHEREAS**, each Guarantor (except De Luna) is party to that certain Continuing Guaranty of License Subsidiaries, dated as of July 8, 2005 (as amended, restated, supplemented, or modified from time to time, the "Subsidiary Guaranty");

**WHEREAS**, De Luna is party to that certain Personal Guaranty of Abel de Luna, dated as of July 8, 2005 (as amended, restated, supplemented or modified from time to time, the "Personal Guaranty");

**WHEREAS**, the Events of Default listed on Exhibit A hereto and incorporated herein have occurred, remain unwaived and are continuing under the Credit Agreement (each a "Designated Event of Default" and collectively the "Designated Events of Default");

**WHEREAS**, pursuant to that certain Notice of Reservation of Rights dated October 24, 2009 from Agent to the Loan Parties (the "Notice of Maturity"), the Loan Parties were notified that all Obligations of the Loan Parties under the Loan Documents matured on October 17, 2008 and that Agent demanded immediate payment, in immediately available funds, of the entire unpaid balance of all outstanding Obligations, together with all accrued and unpaid interest thereon and all fees and other amounts due under the Credit Agreement and the other Loan Documents;

**WHEREAS**, each Loan Party has requested that the Lender Group forbear from exercising its contractual and legal rights and remedies with respect to the Designated Events of Default on the terms set forth herein; and

**WHEREAS**, on and subject to the terms and conditions set forth herein, the Lender Group has agreed to so forbear from exercising its contractual and legal rights and remedies with respect to the Designated Events of Default and the Notice of Maturity.

**NOW, THEREFORE**, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. As used in this Agreement, the following terms shall have the following definitions:

“De Luna” shall have the meaning ascribed thereto in the preamble to this Agreement.

“De Luna Trust” shall have the meaning ascribed thereto in the preamble to this Agreement.

“Debt Cancellation Documents” shall mean collectively, all releases for any and all outstanding intercompany Indebtedness owing by any Loan Party to any of its Affiliates that is not also a Loan Party or one of its respective Subsidiaries, which such releases shall include, as applicable, the cancellation of any intercompany notes or pledges and shall be in form and substance satisfactory to Agent.

“Designated Events of Default” shall have the meaning ascribed thereto in the recitals of this Agreement.

“Escrow Agreement” shall mean that certain letter agreement dated of even date herewith by and between the De Luna Trust and the Agent.

“FCC Approval” shall mean the approval by the FCC of the transfer of the Luna Stock to the Trust.

“FCC Approval Effective Date” shall have the meaning ascribed thereto in Section 4 hereof.

“Final Order” shall mean an action or decision of the FCC or of its staff, taken pursuant to delegated authority, as to which action or decision (1) no request for a stay or similar request shall be pending, no stay shall be in effect, the action or decision shall not have been vacated, reversed, set aside, annulled, or suspended, and the time for the filing of such a request that may be designated by statute or by regulation shall have expired, (2) no petition for rehearing or reconsideration of such action or decision, and no application for review of such action or decision, shall be pending, and the time for the filing of any such petition or application designated by statute or by regulation shall have expired, (3) the FCC shall not have the action or decision under reconsideration on the FCC's own motion, and the time designated by statute or by regulation within which the FCC may order such reconsideration on its own motion shall have expired, and (4) no appeal shall be pending, including any other administrative or judicial review, or shall be in effect, and the time for the filing of any such appeal that may be designated by statute or by regulation shall have expired.

“Forbearance Effective Date” shall mean the date upon which the conditions described in Section 6 herein have been satisfied as determined by Agent in its sole and absolute discretion and this Agreement becomes effective.

“Forbearance Termination Date” shall mean the date that is the earliest to occur of (i) the occurrence of a breach or default under this Agreement, (ii) the occurrence of a Default or Event of

Default that does not constitute a Designated Event of Default, (iii) the occurrence of a Termination Event, or (iv) the Repayment Deadline.

“Loan Parties” shall mean Parent, California Sierra Corporation, a California corporation; Moon Broadcasting Corporation, a California corporation; Moon Broadcasting Porterville LLC, a California limited liability company; Moon Broadcasting Prosser LLC, a California limited liability company; Moon Broadcasting Riverside LLC, a California limited liability company; Moon Broadcasting Licensee LLC, a California limited liability company; MBP Licensee LLC, a California limited liability company; MBProsser Licensee LLC, a California limited liability company; MBR Licensee, a California limited liability company; CSC Licensee, a California limited liability company; Moon Publishing LLC, a California limited liability company; and De Luna.

“Luna Assignment” means that certain Assignment of Limited Liability Company Interests of even date herewith, by the De Luna Trust in favor of the Trust, whereby the De Luna Trust transfers and assigns the Luna Stock to the Trust.

“Luna Stock” shall mean all of the Stock issued by Parent to the De Luna Trust.

“Parent” shall mean Luna Communications, LLC, a California limited liability company.

“Release Termination Event” means the occurrence of any of the following (a) De Luna or any other Loan Party fails to comply with (when due) any of the covenants set forth in Section 5 of this Agreement, (b) De Luna or the De Luna Trust fails to take all actions, comply with all requests and execute all such documents as may be requested from time to time by Agent to facilitate the transfer of the Luna Stock to the Trust, (c) a Termination Event described in clause (d) of the definition thereof occurs, (d) an Insolvency Proceeding is commenced with respect to any of De Luna, the De Luna Trust, or the other Loan Parties, or (e) any of De Luna, the De Luna Trust or any other Loan Party objects to, or takes any action to interfere with, hinder, delay or prevent (i) the receipt of the FCC Approval, (ii) the issuance of the Final Order, (iii) the transfer of the Luna Stock to the Trust and the consummation of the transactions contemplated by the Transfer Documents, (iv) the sale, liquidation, licensing or other disposition by the Trustee of all or any portion of the assets of Parent and its Subsidiaries, or (v) the application to the payment of the Obligations of all or any portion of the proceeds of any sale, liquidation, licensing or other disposition of all or any portion of the assets of Parent and its Subsidiaries.

“Releasees” shall have the meaning ascribed in Section 16(a) of this Agreement.

“Repayment Deadline” shall mean May 31, 2010; provided, that the Repayment Deadline will be extended for an additional ninety (90) days for each \$2,000,000 of funds that are received by Agent, after the execution of the Transfer Documents, to permanently repay the outstanding principal balance of the Obligations; for the avoidance of doubt, if Agent receives \$4,000,000 of funds, after the execution of the Transfer Documents, to permanently repay the outstanding principal balance of the Obligations and such funds are received in one payment prior to the then extant Repayment Deadline, then the Repayment Deadline would be extended by one hundred eighty (180) days; provided, further that in no event will any such extensions of the Repayment Deadline be prorated for amounts less than \$2,000,000 or integrals thereof.

“Stations Operating Budget” shall mean a 13-week rolling consolidated operating budget for the Stations, which such budget shall include a comparison of the prior week’s budget to the actual receipts and disbursements in a form reasonably acceptable to Agent and which shall be subject to input from the Trustee, at the Lender Group’s option.

“Stations” shall mean those stations identified on Exhibit B hereto.

“Transfer Documents” shall mean the Luna Assignment, all Stock certificates, all Stock powers in respect of such Stock certificates, any amendments to Governing Documents, any documents providing for the resignation of any manager, director or officer, or other similar document, and all other documents as may be required to effectuate the transfer of the Luna Stock to the Trust, as determined in the sole and absolute discretion of Agent.

“Trust” shall mean the Luna Communications Trust, which was formed for the primary benefit of the Lender Group.

“Trust Agreement” shall mean the Luna Communications Trust Agreement, attached hereto as Exhibit C.

“Termination Event” shall mean the occurrence of any one of the following events:

(a) Agent does not receive the from Loan Parties a payment in immediately available funds (i) on or before April 1, 2010, of at least \$50,000 on account of accrued and unpaid interest in respect of the Obligations; (ii) on or before May 1, 2010, of at least \$75,000 on account of accrued and unpaid interest in respect of the Obligations; or (iii) on or before June 1, 2010 or the first day of any month thereafter (to the extent that the Repayment Deadline has been extended), of at least \$75,000 on account of accrued and unpaid interest in respect of the Obligations; provided, however, that if the Loan Parties’ cash flow will permit, the Loan Parties shall pay the full amount of interest accrued during each month, from and after May 31, 2010;

(b) Parent fails to (i) submit to Agent a plan to resume on-air broadcasting at KIQQ-AM, KIQQ-FM, and KTNS-AM on or before January 8, 2010 or (ii) resume on-air broadcasting with respect to such stations on or before February 1, 2010;

(c) any taxes, including, without limitation, payroll taxes, real estate taxes and any other taxes or charges, incurred by any Loan Party or any of their respective Affiliates are not paid within thirty (30) days of the date when such taxes are due;

(d) any Loan Party (i) fails to take any action that Agent reasonably requests to facilitate obtaining FCC approval for the transfer of the Luna Stock to the Trustee, or (ii) takes any action that is inconsistent with promptly obtaining such approval from the FCC;

(e) any Event of Default under the Loan Documents or any breach of any provision of this Agreement occurs that first occurs on or after the date hereof;

(f) if any application for FCC Approval is denied, dismissed, or designated for a hearing by the FCC or by the FCC’s staff acting pursuant to delegated authority; or

(g) if the FCC Approval Effective Date does not occur on or before May 31, 2010.

“Trustee” shall mean Savage Media Group, LLC, a Texas limited liability company.

2. **AMENDMENTS TO CREDIT AGREEMENT.** Schedule 1.1 of the Credit Agreement is hereby amended and modified by amending and restating the following definitions:

““Base Rate Margin” means five percent (5.00%).”

““Base Rate Term Loan B Margin” means five percent (5.00%).”

3. **ACKNOWLEDGMENT OF EVENTS OF DEFAULT AND FORBEARANCE.**

(a) Each Loan Party acknowledges and agrees that (i) the Designated Events of Default have occurred and are continuing, (ii) all outstanding Obligations, together with accrued and unpaid interest thereon and all fees and other amounts due under the Credit Agreement and the other Loan Documents, are immediately due and payable pursuant to the Notice of Maturity, and (iii) upon the Forbearance Termination Date, the forbearance provided under this Section 3 shall terminate and the Lender Group shall have the right to exercise any and all rights and remedies under Section 8.1 of the Credit Agreement or otherwise under the Loan Documents or under applicable law or at equity due to such Designated Events of Default without any requirement of further notice by the Lender Group to any Loan Party (any such notice being expressly waived by each Loan Party).

(b) The Lender Group hereby agrees as of the date hereof to forbear from exercising any rights or remedies under Section 8.1 of the Credit Agreement with respect to the Designated Events of Default, in each case, until the Forbearance Termination Date; provided, however, that (y) from and after the date hereof, the Lender Group shall have no obligation to make any Advances or other extensions of credit, and (z) Agent hereby reserves the right, from and after the date hereof, to direct that the Collections received in Deposit Accounts maintained for any Loan Party be sent to Agent for application to the then outstanding Obligations in such order as Agent shall elect in its discretion.

(c) Each Loan Party acknowledges and agrees that, if (i) any breach or default under this Agreement occurs, or (ii) a Default or Event of Default that does not constitute an Designated Event of Default occurs, in each case after the date hereof, the Forbearance Termination Date shall be deemed to have occurred immediately prior thereto and the Lender Group shall be entitled to exercise immediately all of its rights and remedies under the Loan Documents and under applicable law or at equity. Each Loan Party hereby further acknowledges and agrees that from and after the Forbearance Termination Date, the Lender Group shall be under no obligation of any kind whatsoever to forbear from exercising any remedies on account of the Designated Events of Default or any other Event of Default (whether similar or dissimilar to the Designated Events of Default).

(d) The parties agree that neither the foregoing agreement by the Lender Group nor the acceptance by the Lender Group of any of the payments provided for in the Loan Documents, nor any payment prior to or after the date hereof shall, however, (i) excuse any party from any of its obligations under the Loan Documents, or (ii) toll the running of any time periods applicable to any such rights and remedies, including, without limitation, any grace periods with respect to Defaults under the Loan Documents or otherwise. Each Loan Party agrees that it will not assert laches, waiver or any other defense to the enforcement of any of the Loan Documents based upon the foregoing agreement of the Lender Group to forbear or the acceptance by the Lender Group of any of the payments provided for in the Loan Documents or any payment prior to or after the date hereof.

(e) The foregoing notwithstanding, each Loan Party hereby acknowledges and agrees that the Lender Group is under no obligation to make any further Advances, issue any Letters of Credit, or make other extensions of credit, and that if and to the extent that the Lender Group continues to make Advances, issue Letters of Credit or make other extensions of credit, notwithstanding the occurrence of any Default or Event of Default, whether specified herein or otherwise, (i) such Advances, Letters of Credit, and other extensions of credit shall be made, issued, caused to be issued, or executed, as applicable, in the Lender Group's sole and absolute discretion, (ii) the fact that Agent or any Lender has in the past or may in the future make such Advances, issue any Letters of Credit, or make any other extensions of credit to any Loan Party in the exercise of its sole discretion, and that Agent's or such

Lender's determination whether to make such extensions of credit may have been, and may continue to be, guided by the criteria set forth in the Credit Agreement concerning the Revolver Commitments or the Borrowing Base, or in other sections of the Credit Agreement relating to such extensions of credit (including, without limitation, Section 2 of the Credit Agreement) shall not be construed as a waiver of any Default or Event of Default (including, without limitation, the Designated Events of Default), or of the Lender Group's rights and remedies with respect to such Designated Events of Default, as an agreement by the Lender Group to make Advances, issue Letters of Credit or otherwise extend credit to the Loan Parties now or in the future or to establish a course of conduct so as to justify an expectation by any Loan Party that Agent or any Lender will make any Advances, issue any Letters of Credit, or make any other future extensions of credit, and (iii) no such action shall be construed as (y) a waiver or forbearance of any of the Lender Group's rights, remedies, and powers against any Loan Party or the Collateral (including, without limitation, the right to terminate without notice, the making of Advances, Letters of Credit, and other extensions of credit), or (z) a waiver of any such Default or Event of Default. The Lender Group hereby reserves expressly all of its rights, remedies, and powers under the Credit Agreement and the other Loan Documents, at law, in equity, or otherwise, including, without limitation, (i) the right to increase the interest rate applicable to the Obligations pursuant to Section 2.6(c), and (ii) the right to direct that the Collections received in Deposit Accounts maintained for any Loan Party be sent to Agent for application to the then outstanding Obligations in such order as Agent shall elect in its discretion.

4. **CONTRIBUTION OF LUNA STOCK.** After either (y) the date when the De Luna Trust and the Trust shall have received the FCC Approval, or (z) the date when the FCC Approval shall have become a Final Order, (as selected by Agent in its sole discretion, or such later date selected by the Agent in its sole discretion, the "FCC Approval Effective Date"), the De Luna Trust shall transfer to the Trust (as set forth in greater detail in, and pursuant to the terms of, the applicable Transfer Documents) all of its right, title and interest in and to the Luna Stock free and clear of any Liens; provided, however, that so long as a Termination Event shall not have occurred, on or before Repayment Deadline (but not thereafter), the De Luna Trust shall have the right to terminate their respective obligations under this Section 4 by repaying the Obligations in full in immediately available funds.

5. **FORBEARANCE COVENANTS BY THE LOAN PARTIES.** As a material inducement to the execution by the Lender Group of this Agreement, each Loan Party hereby agrees that, until the earlier of the Forbearance Termination Date and the date the Obligations are paid in full, it shall comply and shall cause its Subsidiaries to comply with each of the following covenants and the failure to comply with any of such covenants shall constitute an immediate Event of Default:

(a) until the date when the transfer of the Luna Stock to the Trust has been consummated:

(i) on or before Tuesday of each week, Loan Parties shall deliver to Agent, or its designated advisors, a Stations Operating Budget;

(ii) at the request of the Lender Group, the Loan Parties shall cause the applicable broker engaged to sell the Stations and the Trustee to use commercially reasonable efforts to have a telephone conference call with the Lender Group, and De Luna, if De Luna so chooses, to discuss, among other things, the prospect list and status of discussions with potential purchasers of the Stations and the status of such Station sales;

(b) each Loan Party agrees to allow full access to its books and records, inspection of its facilities and access to its officers, employees, independent certified public accountants, attorneys, and

broadcast engineering consultants pursuant to Section 5.5 of the Credit Agreement for Agent and each Lender and their respective advisors;

(c) on or before February 28, 2010, the Loan Parties shall pay in full all past due taxes, including, without limitation, payroll taxes, real estate taxes and any other taxes or charges, and related interest and penalties, and shall provide Agent with evidence to establish that all Liens with respect to such taxes have been released, in form and substance satisfactory to Agent;

(d) as soon as available, but in any event no later than thirty (30) days after the end of each fiscal month, the Loan Parties shall deliver to the Agent a report describing all taxes, including, without limitation, payroll taxes, real estate taxes and any other taxes or charges, and related interest and penalties, that have been assessed or paid during such month, which such report shall include, with respect to each Loan Party, all amounts due and paid and such other information as Agent may require from time to time;

(e) on or before the date that is two (2) Business Days after the Forbearance Effective Date, the appropriate Loan Parties shall file one (1) or more applications on FCC Forms 315 with the FCC requesting FCC approval of the transfer of the Luna Stock to the Trust (which applications shall be in form and substance reasonably satisfactory to the Agent, such applications, the “FCC Applications”), and such Loan Party shall (y) promptly but in any event within the time frame established by the FCC in its request or any reasonable and necessary extension thereof, provide any additional information requested by the FCC with respect to such applications, and (z) otherwise in coordination with the Trustee diligently prosecute such FCC Applications in order to obtain the FCC Approval at the earliest practicable date

(f) on or before January 15, 2010, Agent shall have received, with respect to Moon Publishing LLC, a California limited liability company (i) executed Governing Documents, (ii) an original membership interest certificate representing all of the outstanding membership interests, and (iii) an executed, original stock power corresponding to such membership interest certificate, undated and completed in blank;

(g) on or before January 15, 2010, Agent shall have received, with respect to Moon Broadcasting Corporation, a California corporation (i) the original stock certificates representing all of the outstanding Stock and (ii) executed, original stock powers corresponding to such stock certificates, undated and completed in blank;

(h) on or before January 15, 2010, Agent shall have received, with respect to California Sierra Corporation, a California corporation (i) the original stock certificate representing all of the outstanding Stock and (ii) executed, original stock powers corresponding to such stock certificates, undated and completed in blank;

(i) on or before January 15, 2010, with respect to any Real Property owned by (i) an Affiliate of any Loan Party and which is currently occupied by a Loan Party and (ii) a third-party, occupied by a Loan Party and for which there is no written lease agreement, each such Loan Party shall deliver to Agent a lease agreement between the such Loan Party and such Affiliate or such third-party, as applicable, with respect to such Real Property, the terms and conditions of which shall be reasonably satisfactory to Agent; and

(j) on or before January 15, 2010, with respect to any Real Property leased by any Loan Party for which the lease term has expired or will expire on or before December 31, 2011, each such Loan Party shall deliver to an extension of such leases, in form and substance satisfactory to Agent.

6. **CONDITIONS PRECEDENT TO EFFECTIVENESS.** This Agreement shall become effective when, and only when, the following conditions have been satisfied as determined by the Agent in its sole and absolute discretion:

(a) Agent shall have received from each Loan Party releases for all outstanding intercompany Indebtedness owing by any Loan Party to any of its Affiliates that is not also a Loan Party or one of its respective Subsidiaries, which such releases shall be evidenced by the Debt Cancellation Documents and be in form and substance satisfactory to Agent;

(b) Agent shall have received counterparts of this Agreement and the other Transfer Documents, duly executed and delivered by the Loan Parties, De Luna, the De Luna Trust, the Agent and the Lenders;

(c) Agent shall have received the Escrow Agreement, duly executed and delivered by the De Luna Trust and the Agent;

(d) no injunction, writ, restraining order, or other order of any nature prohibiting, directly or indirectly, the consummation of the transactions contemplated herein shall have been issued and remain in force by any Governmental Authority against any Loan Party or any member of the Lender Group; and

(e) Agent shall have received such other information, documents, instruments, or approvals as the Agent or the Agent's counsel may reasonably require.

7. **REPRESENTATIONS AND WARRANTIES.** Each Loan Party hereby represents and warrants to the Lender Group as follows:

(a) **Due Execution and Authority Regarding Amendment.** The execution, delivery and performance by each Loan Party of this Agreement and the Credit Agreement (i) except in the case of De Luna, are within its limited liability company or corporate powers, (ii) have been duly authorized by all necessary action (if any), (iii) are not in contravention of any law, rule, or regulation applicable to it, or any order, judgment, decree, writ, injunction, or award of any arbitrator, court, or Governmental Authority, or of the terms of its Governing Documents (if any), or of any contract or undertaking to which it is a party or by which any of its properties may be bound or affected, (iv) do not and will not result in or require the creation of any Lien upon or with respect to any of its properties, and (v) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties;

(b) **Enforceability of Amendment and Other Loan Documents.** This Agreement, the Credit Agreement and the other Loan Documents have been duly executed and delivered by each Loan Party that is a party thereto and are the legally valid and binding obligations of each such Person, enforceable against such Person in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;

(c) **Governmental Approval.** No injunction, writ, restraining order, or other order of any nature prohibiting, directly or indirectly, the consummation of the transactions contemplated herein has been issued and remains in force by any Governmental Authority against any Loan Party or any member of the Lender Group;

(d) Representations and Warranties. Except for representations and warranties which would otherwise fail to be true and correct solely as a result of the occurrence and continuance of the Designated Events of Default, after giving effect to this Agreement, the representations and warranties in this Agreement, the Credit Agreement and the other Loan Documents are true and correct in all respects on and as of the date hereof, as though made on such date (except to the extent that such representations and warranties relate solely to an earlier date);

(e) De Luna Trust. De Luna is the sole trustee of the De Luna Trust, and De Luna, in his capacity as sole trustee of the De Luna Trust, has the power and authority, on behalf of the De Luna Trust, to execute and deliver the Transfer Documents to which the De Luna Trust is a party.

(f) No Default. After giving effect to this Amendment, no Default or Event of Default, other than the Designated Events of Default, has occurred and is continuing on the date hereof or as of the date of the effectiveness of this Amendment;

(g) No Duress. This Agreement has been entered into without force or duress, of the free will of each Loan Party. Each Loan Party's respective decision to enter into this Agreement is a fully informed decision and such Person is aware of all legal and other ramifications of such decision;

## 8. AGREEMENT.

(a) Agent hereby agrees that if (and only if) (i) the transfer of the Luna Stock to the Trust is consummated, (ii) De Luna and each other Loan Party complies with (when due) each of the covenants set forth in Section 5 of this Agreement, (iii) each of De Luna and the De Luna Trust take all actions, comply with all requests and execute all such documents as may be requested from time to time by Agent to facilitate the transfer of the Luna Stock to the Trust, (iv) no Termination Event described in clause (d) of the definition thereof occurs, (v) an Insolvency Proceeding is not commenced with respect to any of De Luna, the De Luna Trust, or the other Loan Parties, and (vi) none of De Luna, the De Luna Trust and the other Loan Parties objects to, or takes any action to interfere with, hinder, delay or prevent (A) the receipt of the FCC Approval, (B) the issuance of the Final Order, (C) the transfer of the Luna Stock to the Trust and the consummation of the transactions contemplated by the Transfer Documents, (D) the sale, liquidation, licensing or other disposition of all or any portion of the assets of Parent and its Subsidiaries, or (E) the application to the payment of the Obligations of all or any portion of the proceeds of any sale, liquidation, licensing or other disposition of all or any portion of the assets of Parent and its Subsidiaries, then on the ninety-first (91st) day after the date when all of the assets of each of the Loan Parties have been sold, liquidated or otherwise disposed by the Trustee and the proceeds thereof have been applied to the payment of the Obligations (the "Release Date"), Agent shall release De Luna from his obligations under the Personal Guaranty.

(b) Agent agrees that, from and after the date hereof until the date (if ever) when a Release Termination Event occurs, Agent shall not exercise against De Luna any of its rights and remedies under the Personal Guaranty. The provisions of this Section 8(b) shall be limited to De Luna and the Personal Guaranty and shall not limit or impair, in any manner, any of Agent's rights and remedies against the other Loan Parties under the Loan Documents.

## 9. ACKNOWLEDGEMENTS.

(a) Acknowledgement of Obligations. Each Loan Party hereby acknowledges, confirms and agrees that as of the close of business on December 16, 2009, each Loan Party was jointly and severally indebted to the Lender Group for loans, advances and other financial accommodations under the Loan Documents in the following amounts:

Advances:	\$7,345,760.73 <u>plus</u> accrued interest thereon <u>plus</u> accrued and unpaid fees, costs, expenses and other charges due and owing under the Loan Documents
Term Loan A:	\$1,927,544.00 <u>plus</u> accrued interest thereon <u>plus</u> accrued and unpaid fees, costs, expenses and other charges due and owing under the Loan Documents
Term Loan B:	\$5,000,000.00 <u>plus</u> accrued interest thereon <u>plus</u> accrued and unpaid fees, costs, expenses and other charges due and owing under the Loan Documents
Term Loan C:	\$500,000.00 <u>plus</u> accrued interest thereon <u>plus</u> accrued and unpaid fees, costs, expenses and other charges due and owing under the Loan Documents
Letters of Credit:	\$0

All such Obligations owing by each Loan Party are unconditionally owing by each Loan Party to the Lender Group, without offset, defense, withholding, counterclaim or deduction of any kind, nature or description whatsoever.

(b) Acknowledgement of Security Interests. Each Loan Party hereby acknowledges, confirms and agrees that Agent, for itself and the benefit of the Lenders, has and shall continue to have valid, enforceable and perfected first-priority liens upon and security interests in substantially all of the assets of each Loan Party (other than De Luna), granted to Agent, for itself and the benefit of the Lenders, pursuant to the Loan Documents or otherwise granted to or held by Agent, for itself and the benefit of the Lenders.

(c) Acknowledgment of No Lender Obligations. Each Loan Party hereby acknowledges, confirms and agrees that as a result of the Designated Events of Default, the Lender Group has no obligations to make any Advances, issue any Letters of Credit or make any other extensions of credit to any Loan Party.

(d) Binding Effect of Documents. Each Loan Party hereby acknowledges, confirms and agrees that: (i) each of the Loan Documents to which it is a party has been duly executed and delivered to the Agent and the Lenders signatory thereto by such Loan Party and each is in full force and effect as of the date hereof, (ii) the agreements and obligations of each Loan Party contained in such documents and in this Agreement constitute the legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, and as of the date hereof no Loan Party has any valid defense to the enforcement of the Obligations, and (iii) the Lender Group is and shall be entitled to the rights, remedies and benefits provided for in the Loan Documents and under applicable law or in equity.

(e) **No Disregard of Loan Documents.** Each Loan Party acknowledges that the parties hereto have not entered into a mutual disregard of the terms and provisions of the Credit Agreement or the other Loan Documents, or engaged in any course of dealing at variance from the terms and provisions of the Credit Agreement or the other Loan Documents, within the meaning of any applicable law of the State of California, or otherwise.

10. **ADVICE OF COUNSEL.** Each Loan Party has had advice of independent counsel of its own choosing in negotiations for and the preparation of this Agreement, has read this Agreement in full and final form, and has had this Agreement fully explained to it to its satisfaction.

11. **REAFFIRMATION OF OBLIGATIONS.** Each Loan Party hereby acknowledges that the Loan Documents and the Obligations constitute the valid and binding obligations of such Loan Party enforceable against such Loan Party in accordance with their respective terms, and each Loan Party hereby reaffirms its obligations under the Loan Documents. The Lender Group's entry into this Agreement or any of the documents referenced herein, its negotiations with any party with respect to any Loan Party, its conduct of any analysis or investigation of any Collateral for the Obligations or any Loan Document, its acceptance of any payment from any Loan Party or any other party of any payments made prior to the date hereof, or any other action or failure to act on the part of Agent or any Lender shall not constitute (a) a modification of any Loan Document or (b) a waiver of any Default or Event of Default under the Credit Agreement, including, without limitation, the Designated Events of Default, or a waiver of any term or provision of any Loan Document.

12. **FURTHER ASSURANCES.** Each Loan Party acknowledges and agrees, upon the request of Agent, at its expense, promptly to take such action, and execute and deliver to Agent, or cause to be executed and delivered to Agent, any such document (i) to correct any inadvertent omissions, as agreed to among the Loan Parties, on the one hand, and the Lender Group, on the other hand, in the Credit Agreement and the other Loan Documents and (ii) as requested by Agent, to enable any Loan Party to hire or retain any Person that at such time is an employee of Moon Holdings LLC (or to facilitate the hiring or retention by such Loan Party of such Person).

13. **PAYMENT OF COSTS AND FEES.** The Loan Parties shall pay to Agent and each Lender all costs, all reasonable out-of-pocket expenses, and all fees and charges of every kind in connection with the preparation, negotiation, execution and delivery of this Agreement and any documents and instruments relating hereto. In addition thereto, each Loan Party agrees to reimburse Agent and each Lender on demand for its out-of-pocket costs and expenses arising out of this Agreement and all documents or instruments relating hereto (which costs and expenses may include the reasonable fees and expenses of any attorneys retained by Agent or any Lender).

14. **CONSTRUCTION.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF CALIFORNIA.

15. **RELEASE BY LOAN PARTIES; COVENANT NOT TO SUE.**

(a) Effective on the date hereof, each Loan Party hereby waives, releases, remises and forever discharges Agent and each Lender, each of their respective Affiliates, and each of the officers, directors, employees, and agents of Agent, each Lender and their respective Affiliates (collectively, the "Releasees"), from any and all claims, suits, investigations, proceedings, demands, obligations, liabilities, causes of action, damages, losses, costs and expenses, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law of any kind or

character, known or unknown, past or present, liquidated or unliquidated, suspected or unsuspected, which any Loan Party ever had from the beginning of the world, or now has against any such Releasee which relates, directly or indirectly to the Credit Agreement, any other Loan Document, or to any acts or omissions of any such Releasee under, in connection with, pursuant to or otherwise in respect of this Agreement, the Credit Agreement or any of the other Loan Documents, except for the duties and obligations set forth in this Agreement, the Credit Agreement, or any of the other Loan Documents. As to each and every claim released hereunder, each Loan Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

As to each and every claim released hereunder, each Borrower and each Guarantor also waives the benefit of each other similar provision of applicable federal or state law, if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

(b) Each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee above that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any claim released, remised and discharged by such Person pursuant to the above release. Each Loan Party further agrees that it shall not dispute the validity or enforceability of the Credit Agreement or any of the other Loan Documents or any of its obligations thereunder, or the validity, priority, enforceability or the extent of Agent's Lien on any item of Collateral under the Credit Agreement or the other Loan Documents. If any Loan Party or any of its respective successors, assigns or other legal representatives violates the foregoing covenant, such Person, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by such Releasee as a result of such violation.

16. **SEVERABILITY**. In case any provision in this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. **MODIFICATION**. This Agreement may not be amended, waived or modified in any manner without the written consent of the party against whom the amendment, waiver or modification is sought to be enforced.

18. **REFERENCE TO THE LOAN DOCUMENTS**. Upon and after the effectiveness of this Agreement, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as supplemented hereby. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “ includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.”

19. **ENTIRE AGREEMENT; EFFECT OF AGREEMENT.** This Agreement, and terms and provisions hereof, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous amendments relating to the subject matter hereof. Except for the amendments expressly set forth in Section 2 hereof, the Credit Agreement and other Loan Documents shall remain unchanged and in full force and effect. The execution, delivery, and performance of this Agreement shall not operate as a waiver of or, except as expressly set forth herein, as an amendment of, any right, power, or remedy of the Lender Group as in effect prior to the date hereof. The forbearance, amendment and consent set forth herein are limited to the specifics hereof, shall not apply with respect to any facts or occurrences other than those on which the same are based, and except as expressly set forth herein, shall neither excuse any future non-compliance with the Credit Agreement, nor shall operate as a waiver of any Default or Event of Default. To the extent any terms or provisions of this Agreement conflict with those of the Credit Agreement or other Loan Documents, the terms and provisions of this Agreement shall control. This Agreement is a Loan Document.

20. **COUNTERPARTS; TELEFACSIMILE EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic mail also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

21. **MISCELLANEOUS.**

(a) This Agreement shall not be disclosed or displayed or its contents otherwise disclosed to any third Person by any Loan Party without the prior written consent of Agent, except as may be required by mandatory provisions of applicable law.

(b) Each of the parties hereto agrees that no third Persons shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

[signature pages follow]

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

**PARENT:**

**LUNA COMMUNICATIONS LLC,**  
a California limited liability company

By: Abel De Luna  
Name: ABEL DE LUNA  
Title: CEO

**BORROWERS:**

**MOON BROADCASTING CORPORATION,**  
a California corporation

By: Abel De Luna  
Name: ABEL DE LUNA  
Title: CEO

**MOON BROADCASTING PORTERVILLE LLC,**  
a California limited liability company

By: Abel De Luna  
Name: ABEL DE LUNA  
Title: CEO

**MOON BROADCASTING PROSSER LLC,**  
a California limited liability company

By: Abel De Luna  
Name: ABEL DE LUNA  
Title: CEO

**MOON BROADCASTING RIVERSIDE LLC,**  
a California limited liability company

By: Abel De Luna  
Name: ABEL DE LUNA  
Title: CEO

**CALIFORNIA SIERRA CORPORATION,**  
a California corporation

By: Abel De Luna  
Name: ABEL DE LUNA  
Title: CEO

**GUARANTORS:**

**MOON BROADCASTING LICENSEE LLC,**  
a California limited liability company

By:   
Name: ABEL DE LUNA  
Title: CEO

**MBP LICENSEE LLC,**  
a California limited liability company

By:   
Name: ABEL DE LUNA  
Title: CEO

**MB PROSSER LICENSEE LLC,**  
a California limited liability company

By:   
Name: ABEL DE LUNA  
Title: CEO

**MBR LICENSEE LLC,**  
a California limited liability company

By:   
Name: ABEL DE LUNA  
Title: CEO

**CSC LICENSEE LLC,**  
a California limited liability company

By:   
Name: ABEL DE LUNA  
Title: CEO

**MOON PUBLISHING LLC,**  
a California limited liability company

By:   
Name: ABEL DE LUNA  
Title: CEO

  
ABEL DE LUNA

State of California )  
County of San Bernardino )

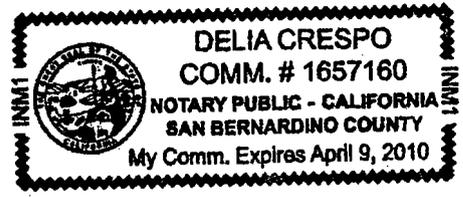
# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On December 22nd 2009 before me, Delia Crespo Notary Public,  
(here insert name and title of the officer)

personally appeared Abel De Luna

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Delia Crespo

(Seal)

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_ containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s) \_\_\_\_\_
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

Method of Signer Identification

Personally known to me

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Identification is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

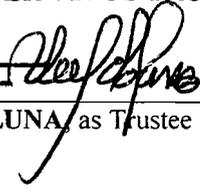
Other

Additional Signer(s)     Signer(s) Thumbprint(s)

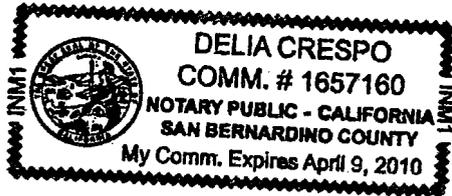
\_\_\_\_\_

DE LUNA TRUST:

ABEL DE LUNA INTER VIVOS TRUST

  
 \_\_\_\_\_  
 ABEL DE LUNA, as Trustee

State of California, County of \_\_\_\_\_  
 Subscribed and sworn to (or affirmed) before me  
 on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_,  
 personally known to me or proved to me on the  
 basis of satisfactory evidence to be the person(s)  
 who appeared before me.  
 Signature: \_\_\_\_\_



State of California, County of San Bernardino  
 Subscribed and sworn to (or affirmed) before me  
 on this 22<sup>nd</sup> day of December, 2009,  
 by Abel De Luna,  
 personally known to me or proved to me on the  
 basis of satisfactory evidence to be the person(s)  
 who appeared before me.  
 Signature: Delia Crespo

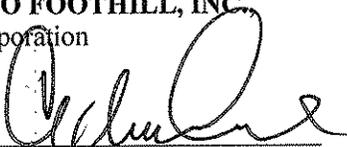
**AGENT AND LENDER:**

**WELLS FARGO FOOTHILL, INC**  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Adrian Avalos**

**Vice President**

## Exhibit A

### Designated Events of Default

1. as of September 9, 2005, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with their obligation under the post-closing obligations letter dated July 8, 2005 to provide title insurance for each leased or fee simple tower site, subject to no exceptions that have, or could be expected to have, a material adverse effect on Liens in favor of the Agent or on the value of the Premises for the current use;

2. as of September 30, 2005, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement;

3. as of September 30, 2005, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(e) of the Credit Agreement;

4. as of December 31, 2005, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement;

5. as of December 31, 2005, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum Liquidity Amount covenant set forth in Section 6.16(d) of the Credit Agreement;

6. as of December 31, 2005, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(e) of the Credit Agreement;

7. as of February 28, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum Liquidity Amount covenant set forth in Section 6.16(d) of the Credit Agreement;

8. as of March 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with their obligation under Section 5.24 of the Credit Agreement to upgrade the transmission facilities for Stations KAEH(FM), KMQA, and KMNA(FM);

9. as of March 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with their obligation under Section 5.3 of the Credit Agreement to provided audited consolidated and consolidating financial statements for fiscal year 2005;

10. as of March 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with their obligation under Section 5.2 of the Credit Agreement to provide a quarterly report on accrued but unpaid Ad Valorem Taxes;

11. as of March 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with their obligations under Section 5.3 of the Credit Agreement to provide monthly unaudited consolidated and consolidating balance sheet, income statements, and statements of cash flow for the prior month along with a Compliance Certificate;

12. as of March 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement;

13. as of March 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum Liquidity Amount covenant set forth in Section 6.16(d) of the Credit Agreement;

14. as of March 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(e) of the Credit Agreement;

15. as of April 1, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with their obligation under Section 2.5 of the Credit Agreement to immediately pay to the Agent an amount equal to the Overadvance then in existence;

16. as of April 10, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with their obligations under Section 5.2 of the Credit Agreement to provide (i) the summary of aging of Borrowers' accounts payable, (ii) bank statements, (iii) pacing reports of advertising time sold on the Stations, and (iv) a Borrowing Base Certificate;

17. as of April 30, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum Liquidity Amount covenant set forth in Section 6.16(d) of the Credit Agreement;

18. as of June 30, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement;

19. as of June 30, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(e) of the Credit Agreement;

20. as of June 30, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum Liquidity Amount covenant set forth in Section 6.16(d) of the Credit Agreement;

21. as of July 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum Liquidity Amount covenant set forth in Section 6.16(d) of the Credit Agreement;

22. as of September 30, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Leverage Ratio covenant set forth in Section 6.16(b) of the Credit Agreement;

23. as of September 30, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement;

24. as of September 30, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(e) of the Credit Agreement;

25. as of December 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Leverage Ratio covenant set forth in Section 6.16(b) of the Credit Agreement;

26. as of December 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement;

27. as of December 31, 2006, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(e) of the Credit Agreement;

28. as of March 31, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the obligations under Section 5.3 of the Credit Agreement to provide audited consolidated and consolidating financial statements for fiscal year 2006;

29. as of March 31, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Fixed Charge Coverage Ratio covenant set forth in Section 6.16(a) of the Credit Agreement;

30. as of March 31, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Leverage Ratio covenant set forth in Section 6.16(b) of the Credit Agreement;

31. as of March 31, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement, as that term was amended in that certain First Amendment to Credit Agreement and Limited Forbearance dated January 30, 2007 by and among Borrowers, Holdings and Agent ("First Amendment");

32. as of March 31, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(e) of the Credit Agreement, as that term was amended in the First Amendment;

33. as of June 30, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Fixed Charge Coverage Ratio covenant set forth in Section 6.16(a) of the Credit Agreement;

34. as of June 30, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Leverage Ratio covenant set forth in Section 6.16(b) of the Credit Agreement;

35. as of June 30, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement, as that term was amended in the First Amendment;

36. as of June 30, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(e) of the Credit Agreement, as that term was amended in the First Amendment;

37. as of July 31, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement, as that term was amended in the First Amendment;

38. as of July 31, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(c) of the Credit Agreement, as that term was amended in the First Amendment;

39. as of September 30, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Fixed Charge Coverage Ratio covenant set forth in Section 6.16(a) of the Credit Agreement;

40. as of September 30, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Leverage Ratio covenant set forth in Section 6.16(b) of the Credit Agreement;

41. as of September 30, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Interest Coverage Ratio covenant set forth in Section 6.16(c) of the Credit Agreement, as that term was amended in the First Amendment;

42. as of September 30, 2007, an Event of Default has occurred and is continuing as a result of Borrowers failure to comply with the Minimum EBITDA covenant set forth in Section 6.16(e) of the Credit Agreement, as that term was amended in the First Amendment;

43. as of August 6, 2008, an Event of Default has occurred and is continuing as a result of Borrowers failure to deliver documents reasonably requested by the Agent in connection with the transfer of the Catalog to Catalog Newco on or before June 30, 2008, as required by Section 7(c) of that certain Fourth Amendment to Credit Agreement and Limited Forbearance Agreement dated June 20, 2008, by and among Borrowers, Holdings and Agent (“Fourth Amendment”);

44. as of August 6, 2008, an Event of Default has occurred and is continuing as a result of the failure of Catalog Newco to have entered into a bona fide asset purchase agreement for the sale of Catalog on or before August 4, 2008, as required by Section 7(d) of the Fourth Amendment; and

45. as of October 17, 2008, an Event of Default has occurred and is continuing as a result of Borrowers failure to repay the Obligations in full in immediately available funds on October 17, 2008.

**Exhibit B**

Stations

<b>CALL SIGN</b>	<b>FCC FACILITY ID No.</b>	<b>COMMUNITY OF LICENSE</b>	<b>LICENSEE</b>
KRRS	43710	Santa Rosa, CA	Moon Broadcasting Licensee LLC
KTOB	52345	Petaluma, CA	Moon Broadcasting Licensee LLC
KMQA	3395	East Porterville, CA	MBP Licensee LLC
KMEN	88205	Mendota, CA	MBP Licensee LLC
KAEH	3727	Beaumont, CA	MBR Licensee LLC
KIQQ	60423	Barstow, CA	MBR Licensee LLC
KIQQ-FM	79388	Newberry Springs, CA	MBR Licensee LLC
KMNA	21602	Mabton, WA	MBProsser Licensee LLC
KZXR	53675	Prosser, WA	MBProsser Licensee LLC
KLES	6266	Prosser, WA	MBProsser Licensee LLC
KAAT	8341	Oakhurst, CA	California Sierra Corporation
KTNS	8338	Oakhurst, CA	California Sierra Corporation

**Exhibit C**

**Luna Communications Trust Agreement**

## **IRREVOCABLE TRUST AGREEMENT**

THIS TRUST AGREEMENT (the “Trust Agreement”), dated as of December 18, 2009, is made and entered into by and among (i) **ABEL DE LUNA** (“De Luna”), in his capacity as trustee of the **ABEL DE LUNA INTER VIVOS TRUST** (“De Luna Trust”); (ii) De Luna; (iii) **SAVAGE MEDIA GROUP, LLC**, a Texas limited liability company (the “Trustee”); (iv) the lenders identified on the signature pages hereof (the “Lenders”); and (v) **WELLS FARGO FOOTHILL, INC.**, a California corporation, as arranger and administrative agent for Lenders (“Agent”). Certain initially capitalized terms used herein are defined in Article I and other initially capitalized terms used herein are defined in the section of this Trust Agreement in which they first appear.

### **RECITALS:**

**WHEREAS**, the De Luna Trust has agreed to transfer to the Trust all of the De Luna Trust’s right, title and interest in and to all of its Stock related to the Stations and the Copyrights, including, without limitation, the Luna Stock;

**WHEREAS**, the Trust is being established for the purpose of (i) selling the Stock in, or assets of, the Loan Parties, (ii) applying any Sale Proceeds first to the payment of the Obligations and then distributing any remaining Sale Proceeds to the De Luna Trust, (iii) otherwise holding, protecting and conserving the Trust Assets until such time as the Trust is terminated pursuant to Article VI hereof, and (iv) assuring that the Trust’s acquisition and holding of the Stations will not result in the attribution, under the Rules and Regulations, of any direct or indirect interest in any of the Stations, including any other broadcast properties in which the Trust may now or hereafter hold an interest, to any Beneficiary or any of its parent corporations, affiliates or their stockholders; and

**WHEREAS**, the proposed transfer of control of the Stations to the Trust is subject to the prior written consent of the FCC.

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth herein, the parties to this Trust Agreement, intending to be legally bound, agree as follows:

### Article I DEFINITIONS

1.1 Certain Definitions: The following terms, as used herein, shall have the following meanings:

“Act” means the Communications Act of 1934, as amended.

“Advance” shall have the meaning ascribed thereto in Section 3.2(b).

“Beneficiaries” means collectively, the Lender Group and the De Luna Trust, and each individually, a “Beneficiary”.

“Borrowers” means Parent, California Sierra Corporation, a California corporation; Moon Broadcasting Corporation, a California corporation; Moon Broadcasting Porterville LLC, a California limited liability company; Moon Broadcasting Prosser LLC, a California limited liability company; and Moon Broadcasting Riverside LLC, a California limited liability company.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the state of California.

“Code” means the Internal Revenue Code of 1986, as amended.

“Copyright” means copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Schedule 1 of that certain Copyright Security Agreement dated June 30, 2008, by and between Publishing and Agent, and (i) all reissues, continuations, extensions or renewals thereof, (ii) all income, royalties, damages, and payment now and hereafter due and or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the goodwill of the business of Moon Publishing LLC symbolized by the foregoing and connected therewith, and (v) all of the rights of Moon Publishing LLC corresponding thereto throughout the world.

“Credit Agreement” means that that certain Credit Agreement, dated as of June 30, 2005, by and among Borrowers, the Lenders and the Agent, as amended by that certain First Amendment to Credit Agreement and Limited Forbearance dated as of January 2007, as further modified by that certain Second Amendment to Credit Agreement and Limited Forbearance dated as of September 2007, as further modified by that certain Third Amendment to Credit Agreement and Limited Forbearance dated as of October 30, 2007, as further modified by that certain Fourth Amendment and Limited Forbearance dated as of June 20, 2008, and as further modified by that certain Forbearance Agreement dated as of February 4, 2009 (as may be further amended, restated, supplemented, or otherwise modified from time to time).

“Existing Sale Agreements” has the meaning ascribed thereto in Section 5.4.

“FCC” means the Federal Communications Commission.

“Intercreditor Agreement” means that certain Intercreditor Agreement dated as of July 8, 2005, among Petaluma, Moon Broadcasting and Agent.

“Lender Group” means Agent and each other Lender signatory to the Credit Agreement, from time to time.

“Liens” means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, preemptive right, community property interest or restriction of any nature affecting property, real or personal, tangible or intangible, including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset, any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset, any lease in the nature thereof and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statute of any jurisdiction).

“Loan Documents” means the Credit Agreement and any other agreement entered into by any Loan Party and the Lender Group in connection with the Credit Agreement, including without limitation, that certain Security Agreement, dated July 8, 2005, by and among the Loan Parties and Agent, that certain General Continuing Guaranty of License Subsidiaries, dated July 8, 2005, by and among the Subsidiary Guarantors and Agent, and that certain Limited Personal Guaranty of Abel de Luna, dated July 8, 2005, by and between De Luna and Agent, among other documents.

“Loan Parties” means Parent, Borrowers, Subsidiary Guarantors and De Luna.

“Luna Stock” means all of the Stock issued by Parent to the De Luna Trust.

“Moon Broadcasting Corporation” means Moon Broadcasting Corporation, a California corporation.

“Obligations” shall have the meaning ascribed to it in the Credit Agreement.

“Parent” means Luna Communications LLC, a California limited liability company.

“Petaluma” means Petaluma Broadcasting Corporation, a California corporation.

“Petaluma Collateral” means the Stock of Moon Broadcasting Corporation, real property related to Station KTOB in Petaluma, California, and any other collateral, if any, related thereto.

“Petaluma Loan Documents” means the Petaluma Note; that certain security agreement dated November 12, 2002, by and between Moon Broadcasting Corporation and Petaluma; that certain deed of trust and assignment of rents, dated April 21, 2003, encumbering certain real property related to Station KTOB as more particularly described therein; and that certain pledge agreement, dated November 12, 2002, by and between Petaluma and the De Luna Trust (as amended by that certain pledge agreement dated July 6, 2005 by and between Petaluma and Parent).

“Petaluma Note” means that certain promissory note executed by Moon Broadcasting Corporation for the benefit of Petaluma dated February 12, 2002 in outstanding principal balance as of the date hereof not in excess of \$600,000, and secured by Liens on the Petaluma Collateral.

“Petaluma Obligations” means the obligations evidenced by the Petaluma Note.

“Primary Beneficiary” means (i) the Lender Group until such time as the Obligations are paid in full, thereafter (ii) the De Luna Trust.

“Primary Beneficiary Agent” means the Agent as it relates to the Lender Group.

“Publishing” means Moon Publishing LLC, a California limited liability company.

“Rules and Regulations” means the Act, the rules of the FCC as set forth in Title 47 of the Code of Federal Regulations, and such other policies of the FCC, as required or permitted by the Act, whether contained in the Code of Federal Regulations, or not, that apply to the Stations.

“Sale Agreement” has the meaning ascribed thereto in Section 5.2(a).

“Sale Proceeds” means any and all proceeds received by the Trust arising from the sale, assignment, conveyance or other disposition of any Trust Asset, net of reasonable and customary costs and expenses incurred by the Trustee in connection with any such sale, assignment, conveyance or disposition (including brokerage commissions). “Sale Proceeds” shall include any income earned on such proceeds. For the avoidance of doubt, “Sale Proceeds” shall be determined and calculated before the repayment and satisfaction of the Obligations.

“Stations” means radio stations identified on Schedule A hereto.

“Stock” means all membership interest, shares, options, warrants, interests, participations or other equivalents (regardless of how designated) of or in any Loan Party, whether voting or nonvoting, including common stock, preferred stock or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the United States Securities and Exchange Commission under the Securities and Exchange Act of 1934).

“Subsidiary Guarantors” means Moon Broadcasting Licensee LLC, a California limited liability company; MBP Licensee LLC, a California limited liability company; MBProsser Licensee LLC, a California limited liability company; MBR Licensee, a California limited liability company; CSC Licensee, a California limited liability company; and Publishing.

“Subsidiary” means, with respect to Parent, a corporation, partnership, limited liability company or other entity in which Parent, directly or indirectly, owns or controls the shares of Stock having ordinary voting power to elect a majority of the board of directors (or appoint other comparable managers) of such corporation, partnership, limited liability company or other entity.

“Treasury Regulations” means the temporary and final income tax regulations promulgated under the Code.

“Trust Assets” means (i) the Luna Stock assigned, transferred, conveyed and delivered to the Trust at the Trust Closing; (ii) any property or other assets in which Parent or any of its Subsidiaries has an interest from time to time, (iii) any additional assets assigned, transferred, conveyed or delivered to the Trust subsequent to the date hereof, including any Luna Stock; (iv) all Sale Proceeds; and (v) all income at any time received by the Trust in respect of any of the foregoing.

“Trust Closing Date” shall have the meaning ascribed thereto in Section 2.5(a).

“Trust Expenses” means all reasonable costs, expenses and fees paid or incurred or to be incurred (as estimated by the Trustee) by the Trustee in the administration of the Trustee’s duties or as contemplated pursuant to this Trust Agreement, including the compensation paid to and expenses incurred or to be incurred (as estimated by the Trustee) by the Trustee pursuant to Section 3.6, and the fees and expenses of the Trustee’s Professionals, all as provided for in this Trust Agreement.

“Trust FCC Applications” shall have the meaning ascribed thereto in Section 2.4(a).

“Trust FCC Consents” shall have the meaning ascribed thereto in Section 2.4(a).

“Trustee’s Professionals” shall have the meaning ascribed thereto in Section 3.5.

## Article II ESTABLISHMENT OF TRUST

2.1 Creation and Name. The De Luna Trust and the Trustee hereby establish this Trust, which shall be known as the “Luna Communications Trust.”

2.2 Purposes of Trust. This Trust is organized for the purpose of (i) selling the Stock or the assets of the Loan Parties, (ii) applying the Sale Proceeds first to the payment of the Obligations and then

distributing any remaining Sale Proceeds to the De Luna Trust, and (iii) otherwise holding, protecting and conserving the Trust Assets until such time as the Trust is terminated pursuant to Article VI of this Trust Agreement. In furtherance thereof, the Trustee will have the rights, powers, privileges and obligations set forth in Article III and elsewhere in this Trust Agreement. This Trust has no objective to, and will not, engage in the conduct of a trade or business.

2.3 Transfer of the Stock. Subject to the terms and conditions hereof and other agreements executed in connection herewith, at the Trust Closing, as defined in Section 2.5(a), (i) the De Luna Trust shall transfer all of its right, title and interest in the Luna Stock to the Trust free and clear of any Liens, and (ii) the Trust shall accept such Luna Stock.

2.4 FCC Consent.

(a) The transfer of the Luna Stock to the Trust is subject to the prior consent of the FCC. Within two (2) business days after the date hereof, the De Luna Trust, the Trustee and the Loan Parties shall file transfer of control applications on FCC Forms 315 (the "Trust FCC Applications"), requesting the FCC's consents to the transfers of control of each Station to the Trustee (the "Trust FCC Consents"). The De Luna Trust, the Trustee and the Loan Parties shall prosecute the Trust FCC Applications with all reasonable diligence and shall reasonably cooperate with each other and use their commercially reasonable efforts to obtain the Trust FCC Consents promptly. The De Luna Trust, the Trustee and the Loan Parties shall provide such additional information as the FCC may request in processing the Trust FCC Applications and will furnish such information within the time established by the FCC in its request or any reasonable and necessary extension thereof.

(b) The De Luna Trust and the Loan Parties shall be responsible for and shall pay the expenses of the De Luna Trust, the Trustee and the Loan Parties incurred in the preparation, filing and prosecution of the Trust FCC Applications. The De Luna Trust and the Loan Parties shall pay any FCC application and publication fees due in connection with the filing of the Trust FCC Applications.

(c) Prior to the Trust Closing Date, the Trustee will not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct the operation of the Stations and such operation, including complete control and supervision of all programs, employees and Stations' policies, shall be the sole responsibility of the De Luna Trust and the Loan Parties. During such period, the De Luna Trust and the Loan Parties shall, in their discretion, take the Stations off the air or operate and program the Stations at their discretion in accordance with the terms of the Loan Documents.

(d) The De Luna Trust and the Loan Parties shall give any public notice of the filing of the Trust FCC Applications as may be required by the Rules and Regulations. The cost of the public notice shall be the responsibility of and paid by De Luna and the other Loan Parties.

2.5 Trust Closing.

(a) Subject to the satisfaction or waiver of the conditions set forth in Section 2.5(b), the consummation of the transfer of the Luna Stock to the Trust (the "Trust Closing"), shall take place following the date when the FCC has granted all of the Trust FCC Consents on such date as may be determined by Primary Beneficiary Agent in its discretion. The date on which the Trust Closing occurs is referred to herein as the "Trust Closing Date".

(b) The obligations of the De Luna Trust and the Trustee to consummate the transfer of the Luna Stock to the Trust shall be subject to the prior satisfaction or waiver of the following conditions:

(i) There shall not be in effect any statute, government regulation, or order by a court or government authority of competent jurisdiction which restrains or prohibits the transactions contemplated hereby;

(ii) Each of the conditions set forth in the other documents executed in connection herewith shall have been satisfied or waived; and

(iii) The FCC shall have granted the Trust FCC Consents.

2.6 Covenants of the Parties. On or prior to the Trust Closing Date:

(a) The De Luna Trust, the Trustee and the Loan Parties shall execute and deliver such documents as are necessary to document and effectuate the transfer of the Luna Stock to the Trustee; and

(b) The De Luna Trust shall assign, and the Trustee shall assume, the rights and obligations of the De Luna Trust under any Existing Sale Agreements.

2.7 Acceptance of Trustee. The Trustee hereby accepts the duties as trustee imposed on it by this Trust Agreement and agrees to observe and perform such duties, on and subject to the terms and conditions set forth herein. The Trustee hereby further expressly agrees to liquidate the Trust Assets and distribute the Sale Proceeds in accordance with this Trust Agreement. The Trustee shall retain possession of the Trust Assets only in accordance with the Rules and Regulations and subject to the terms and conditions set forth in this Trust Agreement.

### Article III

#### GENERAL POWERS, RIGHTS AND OBLIGATIONS OF THE TRUSTEE

3.1 General Powers of Trustee.

(a) The Trustee will have only the rights, powers and privileges to act on behalf of the Trust to the extent expressly provided in this Trust Agreement. Unless otherwise expressly limited or restricted by this Trust Agreement, so long as such actions are, in the Trustee's reasonable judgment, necessary to manage the affairs of the Trust and safeguard the interests of the Beneficiaries, from the Trust Closing Date until the date that this Trust Agreement is terminated as provided herein, the right to control, operate and manage the business of the Loan Parties and the Stations shall be solely vested in the Trustee and the Trustee shall conduct the operation of the Stations in the ordinary course of business with a view to maximizing the value to be received from the sale of the Trust Assets, subject in any event to Trustee's obligations under the Rules and Regulations. Without limiting the generality of the foregoing, from the Trust Closing Date until the date that this Agreement is terminated as provided herein, the Trustee shall or, as applicable, cause the Loan Parties to:

(i) accept the Trust Assets transferred to the Trust;

- (ii) hold legal title to any and all rights in or arising from the Trust Assets, including but not limited to, collecting and receiving any and all money and other property belonging to the Trust and the right to vote any claim or interest arising therefrom and receive any distribution thereon;
- (iii) commence, prosecute or settle causes of action, enforce contracts, and assert claims, defenses, offsets and privileges;
- (iv) protect and enforce the rights to the Trust Assets by any method deemed appropriate, including by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;
- (v) subject to Section 5.1, sell, convey, transfer, or assign the Trust Assets, or any part thereof or any interest therein, on such terms and for such consideration as the Trustee deems desirable or appropriate;
- (vi) subject to Section 5.1, cause any Loan Party to sell all or substantially all its assets, on such terms and for such consideration as the Trustee deems desirable or appropriate;
- (vii) apply or distribute the Sale Proceeds in accordance with the terms of this Trust Agreement;
- (viii) determine and satisfy any and all liabilities created, incurred or assumed by the Trust, and pay all expenses and make all other payments relating to the Trust Assets;
- (ix) subject to Section 3.4, establish the funds, reserves and accounts within the Trust as deemed by the Trustee, in its discretion, to be useful in carrying out the purposes of the Trust;
- (x) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitration or other proceeding;
- (xi) obtain insurance indemnifying the Trust, the Trustee, the Loan Parties, the Stations, and their respective employees, agents and representatives (including the Trustee's Professionals);
- (xii) subject to Section 3.5, retain and pay such third parties as the Trustee may deem necessary or appropriate to assist the Trustee in carrying out its powers and duties under this Trust Agreement. The Trustee may commit the Trust to and shall pay all such persons or entities reasonable compensation for services rendered and expenses incurred, as well as commit the Trust to indemnify any such parties in connection with the performance of services;
- (xiii) consult with the Primary Beneficiary Agent at such times and with respect to such issues relating to the conduct of the Trust as the Trustee considers necessary or desirable;
- (xiv) use commercially reasonable efforts to maintain the business operation, revenue, goodwill and reputation of the Stations, including relationships with customers, suppliers and others having business dealings with the Stations;
- (xv) use commercially reasonable efforts to maintain promotional advertising, sales, marketing and merchandising support of the Stations as determined by the Trustee in its discretion;

(xvi) conduct the operations of the Stations in material compliance with the Rules and Regulations and applicable law;

(xvii) retain, hire or terminate such Station employees as are required by the Rules and Regulations and applicable law;

(xviii) maintain the tangible personal property and other assets and real property of the Stations in their current condition, ordinary wear and tear excepted;

(xix) use commercially reasonable efforts to maintain the ability of the Stations to operate at maximum authorized power and full coverage at all times;

(xx) not enter into, or enter into negotiation or discussions with any person other than in connection with a Sale Agreement or an Existing Sale Agreement with respect to, any local marketing agreement, time brokerage agreement, joint sales agreement or any other similar agreement; and

(xxi) perform such other acts and undertake such other conduct as the Trustee reasonably believes is necessary to carry out the purposes and intent of this Trust.

(b) Notwithstanding the foregoing, during the term, and subject to the provisions, of this Trust Agreement and for so long as the Trustee shall hold the Trust Assets (or any portion thereof) pursuant to this Trust Agreement, the Trustee shall possess and shall be entitled to exercise all rights and powers of absolute ownership of the Trust Assets including, but not limited to, the right to take part in and consent to any members' action of any kind whatsoever; the right to receive dividends and distributions on all Stock for the account of the Beneficiaries; and the right to receive and waive any notices to holders of Stock as required by law or the certificate of organization or by-laws of the Loan Parties; and, subject to the duties set forth in Section 3.1(a) and its subparts, shall have the right and power to cause the sale of all or any portion of the Trust Assets, including the assets of the Stations, in one or more transactions, and the right to vote the Stock of the Loan Parties (i) in the election of the Loan Parties' officers or directors, provided, however, that no such officer or director shall have a familial or business relationship with the Beneficiaries, and provided further that all restrictions imposed by this Trust Agreement upon dealings between the Trustee and the Beneficiaries shall apply equally to any such officer or director; (ii) in connection with a sale of all or substantially all of the Trust Assets or assets of the Stations in one or more transactions, subject to obtaining all necessary FCC approvals; and (iii) on all other matters upon which the holders of Stock of the Loan Parties are entitled to vote.

(c) The Trustee shall exercise those powers set forth in this Trust Agreement (y) to acquire and hold the Trust Assets in a manner consistent with the Rules and Regulations and (z) to cause all reasonably necessary actions to be taken expeditiously to effect the sale of the Trust Assets or all or substantially all of the assets of the Stations (in one or more transactions) in a commercially reasonable manner for the benefit of and upon approval of the financial terms and conditions of any such transaction by the Primary Beneficiary Agent. The Trustee shall be entitled to rely upon a certificate signed by the secretary or an assistant secretary of the Primary Beneficiary Agent to the effect that such approval has been granted.

(d) No other person shall have any voting right in respect of the Trust Assets so long as this Trust Agreement is in effect. The Trustee shall have no beneficial interest in the Trust Assets.

(e) During the term of this Trust Agreement, except as otherwise expressly provided herein, the Beneficiaries shall not attempt to exercise any control over the decisions or actions of the Trustee, or over the operation or maintenance of the Trust Assets or the Stations; provided, however, nothing herein shall prevent the Trustee from utilizing Beneficiaries, or any of their officers or employees, as consultants with regard to the maintenance of the Stations, the Trustee having no obligation to accept or follow any recommendations from such consultants; and provided further, however, nothing herein shall prevent the Trustee from providing to the Beneficiaries such reports, financial data or other information heretofore customarily provided by the Stations, in their capacities as debtors of the Beneficiaries, to Agent regarding the management or operations of the Stations.

(f) Notwithstanding anything herein to the contrary, the Trustee shall not at any time cause the Trust to operate as a business entity as prohibited by Treasury Regulation Section 301.7701-4(d). Notwithstanding the foregoing, the Trustee shall not be prohibited from engaging in any trade or business for its own account, provided that such activity does not interfere with the Trustee's administration of the Trust.

(g) In the absence of actual knowledge to the contrary, any person dealing with the Trust or the Trustee will be entitled to rely on the authority of the Trustee or any of its agents to act in connection with the Trust Assets. No person dealing with the Trust shall be obligated to inquire into the validity or propriety of any transaction by the Trustee or any agent of the Trustee.

(h) On or before Tuesday of each week, Trustee shall use commercially reasonable efforts to deliver to the Agent and the De Luna Trust, or their designated advisors, a 13-week rolling operating budget for the Stations, which such budget shall include a comparison of the prior week's budget to the actual receipts and disbursements in a form reasonably acceptable to the Primary Beneficiary Agent and which shall be subject to input from a restructuring adviser of the Primary Beneficiary Agent's choice, at the Primary Beneficiary Agent's option.

(i) At the request of the Primary Beneficiary Agent, Trustee shall use commercially reasonable efforts to cause the applicable broker engaged to sell the Stations to have a telephone conference call with the Agent and the De Luna Trust to discuss, among other things, the prospect list and status of discussions with potential purchasers of the Stations and the status of such Station sales.

(j) As soon as available, but in any event no later than thirty (30) days after the end of each fiscal month, Trustee shall deliver to the Agent and the De Luna Trust an unaudited consolidated and consolidating balance sheet, income statement, and statement of cash flow covering the Loan Parties' operations during such month.

(k) At the request of Primary Beneficiary Agent, Trustee shall deliver such other reports as Primary Beneficiary Agent may require from time to time.

### 3.2 Excess Cash Flow and Budget Deficiencies

(a) To the extent that the Stations generate cash accumulations in excess of the Stations' actual and projected expenses, Trustee shall retain such excess cash flow to pay future costs and expenses associated with the operation of the Stations.

(b) Trustee shall be responsible for operating and paying the operating costs and expenses and unsecured creditors' claims of the Stations. In the event that the cash accumulations of the

Stations are not sufficient to cover the operating costs and expenses of the Stations, then the Trustee shall notify the Primary Beneficiary Agent of such shortfall, and the Primary Beneficiary Agent shall have the right, but not the obligation, to pay an advance (“Advance”) to the Trustee equal to the amount of the shortfall. In the event that the Agent, as Primary Beneficiary Agent, has elected to make any Advances, such Advances shall be repaid at the time the Obligations are paid in full. In the event that the Primary Beneficiary is the De Luna Trust, such advances shall be repaid at the time the De Luna Trust is paid pursuant to this Agreement.

### 3.3 Books and Records; Reporting Duties.

(a) The Trustee shall maintain books and records relating to the Trust Assets and income of the Trust and the payment of expenses of, and liabilities of and claims against or assumed by, the Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof and to comply with applicable laws. Nothing in this Trust Agreement requires the Trustee to file any accounting or seek approval of any court with respect to the administration of the Trust, or as a condition for making any payment or distribution out of the Trust Assets.

(b) Subject to Section 8.2, the Trustee shall file (or cause to be filed) any other statements, returns or disclosures relating to the Trust that are required by any governmental authority, including any reports and other documents necessary to comply with federal or state securities laws.

3.4 Investment and Safekeeping of Trust Assets. All monies and other property received by the Trustee shall, until paid over or distributed as herein provided, be held in trust for the benefit of the Beneficiaries. The Trustee shall be under no liability for interest or producing income on any monies received by it hereunder and held for payment or distribution to the Primary Beneficiary Agent, except as such interest shall actually be received by the Trustee. Investments of any monies held by the Trustee shall be administered in view of the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs; provided, however, that the right and power of the Trustee to invest the Trust Assets shall be limited to the right and power to invest such Trust Assets in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary liquid investments, such as Treasury bills. Any investment made as provided for herein must mature prior to the date of any payment or distribution required to be made to the Primary Beneficiary Agent, but in no event shall such investment have a maturity date in excess of one month from the date of the acquisition of such investment.

3.5 Retention of Attorneys, Accountants and Other Professionals. The Trustee shall, subject to the approval or direction of the Primary Beneficiary Agent, retain the following professionals (“Trustee’s Professionals”) to aid in the performance of its responsibilities pursuant to the terms of this Trust Agreement, including the sale of the Trust Assets and the distribution of the Sale Proceeds:

(a) Such law firm(s) as counsel to the Trustee and the Trust as the Trustee may deem advisable to aid in the sale of the Trust Assets and to perform such other functions as may be appropriate to carry out the primary purposes of the Trust. The Trustee may commit the Trust to and shall pay such law firm(s) reasonable compensation from the Trust Assets for services rendered and expenses incurred, which expenses may include, without limitation, the fees and expenses of persons retained by such counsel to perform any services or otherwise assist in connection with the sale of some or all of the Trust Assets.

(b) An independent public accounting firm to audit the financial books and records of the Trust and to perform such reviews and/or audits as the Trustee may deem advisable to carry out the purposes of the Trust. The Trustee may commit the Trust to and shall pay such accounting firm reasonable compensation from the Trust Assets for services rendered and expenses incurred; and

(c) Such other experts, consultants, brokers, appraisers, auctioneers or advisors as are advisable to carry out the purposes of the Trust. The Trustee may commit the Trust to and shall pay all such persons reasonable compensation from the Trust Assets for services rendered and expenses incurred.

3.6 Compensation of Trustee. The Trustee shall receive compensation pursuant to the terms of Schedule B. The compensation and reimbursement of expenses of the Trustee shall be paid out of the Trust Assets; provided, however, that if the Trust Assets are insufficient to pay and reimburse in full such compensation and expenses (as determined reasonably and in good faith by the Trustee), then such shortfall shall be paid by the Primary Beneficiary Agent.

3.7 Confidentiality. The Trustee shall, from the date hereof and until the date that is twelve (12) months following the termination of this Trust Agreement, hold strictly confidential and not use for personal gain any non-public information of or pertaining to any entity to which any of the Trust Assets relates or of which it has become aware in its capacity as Trustee.

#### Article IV SUCCESSOR TRUSTEE

4.1 Removal. Subject to such prior approval of the FCC as may be required, the Trustee may be removed at any time for cause by the Primary Beneficiary Agent.

4.2 Resignation. The Trustee may resign by giving thirty (30) days' advance written notice of its resignation to the Primary Beneficiary Agent, provided, however, the Trustee agrees to continue performing its duties until such time as transfer of the Trust Assets to a successor trustee has been approved by the FCC. Upon receipt of such resignation notice from the Trustee, the Primary Beneficiary Agent shall give prompt notice thereof to the other parties to this Agreement. In the event of the resignation, incapacity to act or death of any Trustee, such Trustee shall be succeeded by a successor trustee satisfactory to the Primary Beneficiary Agent. Subject to such prior approval of the FCC as may be required, any successor trustee shall succeed to all of the rights and successor obligations of the Trustee replaced hereunder upon its execution of a counterpart of this Trust Agreement. Nothing herein shall prevent the interim maintenance of the Trustee's functions and performance of the Trustee's obligations hereunder by a representative approved by the FCC pursuant to an application for involuntary transfer of control pending selection and approval of a permanent successor as provided for in this Section 4.2.

4.3 Trust Continuance. The death, resignation or removal of the Trustee shall not operate to terminate the Trust or to revoke any existing agency created under the terms of this Trust Agreement or invalidate any action theretofore taken by the Trustee.

4.4 Appointment of Successor Upon Removal, Resignation, or Death. If the Trustee is removed pursuant to Section 4.1, resigns pursuant to Section 4.2 or dies, the Primary Beneficiary Agent shall, subject to prior approval of the FCC as may be required, appoint a successor Trustee.

4.5 Acceptance of Appointment by Successor Trustee. Any successor Trustee appointed pursuant to Section 4.4 shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the Trust's records. Thereupon, such successor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Trust with like effect as if originally named herein; provided, however, that a removed or resigning Trustee shall, nevertheless, when requested in writing by the successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee under the Trust all the estates, properties, rights, powers, trusts and duties of such predecessor Trustee.

4.6 Trustee's Alienation Respecting Beneficiaries. Neither the initial Trustee, nor any successor Trustee designated pursuant to this Article IV, may, upon receipt of the Trust Assets pursuant to this Trust Agreement, also be an officer, director, employee or attributable stockholder of any of the Beneficiaries, or any of their affiliates, or have any business or familial relationships with the Beneficiaries; provided, however, that any such Trustee may thereafter become an officer, director or employee of the Loan Parties or any or all of the Stations.

## Article V LIQUIDATION OF TRUST ASSETS

5.1 Liquidation of Trust Assets. The Trustee shall take such steps as the Trustee deems necessary to sell, convey, transfer, or assign the Loan Parties, or any part or asset thereof or any interest therein, on such terms and for such consideration as the Trustee deems desirable or appropriate; provided, however, that the Trustee shall not, and shall not be authorized to, sell, convey, transfer or assign the Trust Assets (or any part or asset thereof or interest therein) for any consideration other than cash or other immediately available funds. The Trustee's actions with respect to the disposition of the Trust Assets shall in all events be taken in a manner so as to maximize the Sale Proceeds.

### 5.2 Sale Agreements.

(a) To the extent consistent with the Trustee's obligations hereunder, Trustee shall use its good faith and commercially reasonable efforts to enter into, or to cause the Loan Parties to enter into, binding agreements for the sale of the Trust Assets, individually or collectively, (each, a "Sale Agreement") and collectively, the "Sale Agreements"), with the understanding that such Sale Agreements shall include customary representations, warranties, indemnifications and limitations on liability.

(b) At least five (5) Business Days prior to the execution of a Sale Agreement, the Trustee shall deliver to the Agent and the De Luna Trust a copy of such Sale Agreement, together with all attachments thereto. The Trustee shall notify the Agent and the De Luna Trust immediately of the parties' execution of any Sale Agreement and shall, within two (2) calendar days after its execution, provide a copy of such executed Sale Agreement and all related agreements (such as an escrow agreement), along with all schedules, exhibits, and other attachments thereto, to the Agent and the De Luna Trust.

5.3 Governmental Authorization. The Trustee shall submit and diligently prosecute appropriate applications to such governmental authorities as any Sale Agreement requires, including applications to the FCC requesting the necessary approval to assign each Station's FCC licenses or to transfer control of any of the Loan Parties.

5.4 Existing Sale Agreements. In the event that any Loan Party has entered into an agreement or letter of intent to sell any of the Stations to an unaffiliated third party (an “Existing Sale Agreement”), but such sale has not been consummated prior to Trust Closing, such Loan Party shall assign its rights under such Existing Sale Agreement to the Trustee at the Trust Closing and Trustee shall thereafter assume the obligations of such Loan Party thereunder.

5.5 Trustee Efforts. The Trustee shall maintain records of the efforts it undertakes to sell the Stations until the sale of all the Stations have been consummated. The Trustee shall provide the Agent and the De Luna Trust with monthly reports setting forth the Trustee’s efforts to sell the Stations as contemplated by this Agreement. Such reports shall be designated confidential, shall include the name, address and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the Stations, and shall describe in detail each contact with any such person during that period.

5.6 Application of Sale Proceeds.

(a) Prior to the application or distribution of any Sale Proceeds to any Beneficiary, the Trustee shall first pay any Trust Expenses that are due and payable at such time.

(b) Following the payment of the Trust Expenses, and to the extent such Sale Proceeds constitute proceeds of the sale of Petaluma Collateral, the Trustee shall apply such Sale Proceeds as follows, in accordance with the Intercreditor Agreement:

(i) FIRST, to Petaluma, to pay the Petaluma Obligations;

(ii) SECOND, to the Agent, to pay the Obligations to the Lender Group; and

(iii) THIRD, any remaining amount shall be distributed to the De Luna Trust in accordance with their rights under other applicable law.

(c) Following payment of the Trust Expenses, and to the extent such Sale Proceeds do not constitute proceeds of the sale of Petaluma Collateral, the Trustee shall apply the Sale Proceeds as follows:

(i) FIRST, to the Agent, to pay the Obligations to the Lender Group; and

(ii) SECOND, any remaining amount shall be distributed to the De Luna

Trust.

(d) For the avoidance of doubt, no payment or distribution shall be made to the De Luna Trust until the Obligations have been satisfied in full and the Trustee shall have received a certificate (or certificates), executed by a duly authorized officer of the Agent, stating that the Obligations have been satisfied in full. The Agent shall provide the certificates required under this Section promptly upon satisfaction in full of the Obligations.

5.7 Distributions; Withholding. The Trustee shall make any payments or distributions pursuant to Section 5.6 promptly, but in no event more than two (2) Business Days, after receipt by the Trust of any Sale Proceeds. The Trustee may withhold from amounts payable or distributable to any

Beneficiary any and all amounts, determined in the Trustee's reasonable sole discretion, required to be withheld by any law, regulation, rule, ruling, directive or other governmental requirement. Notwithstanding anything herein to the contrary, prior to making any payments or distributions to the Beneficiaries, the Trustee may retain such amounts as are reasonably necessary (i) to meet contingent liabilities, (ii) to pay reasonable estimated Trust Expenses and (iii) to satisfy other liabilities incurred or assumed by the Trust (or to which the Trust Assets are otherwise subject), all for the term of the Trust and in accordance with this Trust Agreement.

## Article VI TERMINATION

6.1 Irrevocable Agreement. This Trust shall be irrevocable as to each of the Stations held by the Trust until:

- (a) such time as the Trustee causes the Stations to be sold to pursuant to one or more Sales Agreements and with the prior approval by the FCC; and
- (b) all obligations of the Trustee under this Trust Agreement and any agreement to sell the Stations pursuant to any Sale Agreement have been fully performed or waived.

6.2 Termination of the Trust.

(a) The Trust will terminate upon (i) the sale or liquidation of all of the Trust Assets or the assets of the Loan Parties, pursuant to appropriate approvals issued by the FCC, which shall be in full force and effect and the time for rehearing, reconsideration, review, stay or appeal by or to the FCC or any court under the explicit provisions of the explicit Rules and Regulations which provide for such rehearing, reconsideration, review, stay or appeal shall have expired (as verified by an opinion of FCC counsel); (ii) the application of all Sale Proceeds in accordance with the terms of this Trust Agreement; and (iii) the performance and satisfaction (or waiver by the Primary Beneficiary Agent) of the Trustee's duties and obligations under this Trust Agreement, any Sale Agreement or any Existing Sale Agreement and the dissolution of all Loan Parties whose membership interests are still held by the Trustee. The Trustee shall not unduly prolong the duration of the Trust and shall at all times endeavor to resolve, settle or otherwise dispose of all claims that constitute Trust Assets, to effect the distribution of the Trust Assets in accordance with the terms hereof, wind-up the affairs of the Trust, dissolve the Loan Parties and terminate the Trust as soon as practicable.

(b) The De Luna Trust shall have the right, exercisable only prior to the Trust Closing, to terminate the Trust unilaterally in the event that the Obligations have been paid in full, at which time, the Luna Stock may be retained by the De Luna Trust. The Trustee and the Agent shall execute and deliver to the De Luna Trust such documents as are necessary to effectuate the foregoing, including a termination of the escrow agreement that is being executed by De Luna, the De Luna Trust, and the Agent concurrently herewith. In addition, if (and only if) the Obligations have been paid in full such that the De Luna Trust is the only remaining Primary Beneficiary, nothing herein shall prevent the De Luna Trust, on the one hand, and the Trustee, on the other hand, from entering into arrangements regarding the remaining Trust Assets that are satisfactory to such parties.

Article VII  
LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 Limitation of Liability; Indemnification. The Trustee shall perform the duties and obligations imposed on the Trustee by this Trust Agreement with reasonable diligence and care under the circumstances. In no event shall the Trustee be personally liable for any claim asserted against the Trust for any reason whatsoever, except for such of its own acts as shall constitute willful misconduct, gross negligence, willful disregard of the Trustee's duties or material breach of this Trust Agreement. Except as aforesaid, the Trustee shall be defended, held harmless and indemnified from time to time by the Primary Beneficiary, against any and all losses, claims, costs, expenses and liabilities to which the Trustee may be subject by reason of the Trustee's execution in good faith of the Trustee's duties under this Trust Agreement. The Trustee's officers, employees, agents (including the Trustee's Professionals) shall be likewise defended, held harmless and indemnified. Without limiting the generality of the foregoing, the Trustee shall have no liability to any Beneficiary on account of the Trustee's investment or non-investment of any Trust Assets or any losses with respect to any such investments of Trust Assets, provided such investments are made, or the Trustee's decision not to invest any Trust Assets in any case is made, in accordance with the terms of this Trust Agreement.

7.2 Reliance by Trustee. Except as otherwise provided in Section 7.1:

(a) the Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) the Trustee may consult such Trustee's Professionals as may be selected by it, and the Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the advice of such Trustee's Professionals; and

(c) persons dealing with the Trustee shall look only to the Trust Assets to satisfy any liability incurred by the Trustee to such person in carrying out the terms of this Trust Agreement, and the Trustee shall have no personal obligation to satisfy any such liability.

Article VIII  
TAX MATTERS

8.1 Classification. For federal and state income tax purposes, it is intended that the Trust be classified as a grantor trust subject to the provisions of Subchapter J, Subpart E of the Code, that the De Luna Trust and each of the Loan Parties will continue to be classified as disregarded entities, and that De Luna Trust will continue to be treated as the owner of all the assets, and as the obligor under all the liabilities, of the Loan Parties. Accordingly, De Luna Trust acknowledges and agrees that each item of income, gain, loss, deduction or credit attributable to the Trust Assets, including any such items attributable to the operations of the Loan Parties or the sale of the Trust Assets, will be included by De Luna Trust in computing its taxable income or loss and available credits.

8.2 Tax Returns. The Trustee will keep, or cause to be kept, all appropriate books and records relating to the receipt and disbursement of all monies under this Trust Agreement or any agreement contemplated hereby, and will furnish to De Luna Trust such information with respect thereto as shall be necessary to enable De Luna Trust to prepare all required tax returns. The Trustee also will cause each Loan Party to furnish to De Luna Trust such tax and financial information as shall be

necessary to enable De Luna Trust to compute its taxable income or loss in accordance with Section 8.1 hereof. De Luna Trust will prepare, or cause to be prepared, all tax returns required to be filed by or with respect to the Trust or by the Loan Parties. The Trustee will execute and file, or cause to be executed and filed, the tax returns so prepared by De Luna Trust unless the Trustee reasonably determines that such returns do not accurately reflect the Trustee's receipt and disbursement of moneys under this Trust Agreement.

8.3 Indemnification. The De Luna Trust and De Luna, jointly and severally, shall indemnify the Trustee against any and all income taxes, and any interest and penalties imposed with respect thereto, attributable to the activities of the Trust or the Loan Parties, including any taxes, interest and penalties assessed with respect to any income derived from the operations of the Loan Parties or the sale of the Trust Assets.

Article IX  
MISCELLANEOUS

9.1 Notices. All notices, requests or other communications required or permitted to be made in accordance with this Trust Agreement shall be in writing and shall be delivered personally or by facsimile transmission or mailed by first class mail or by overnight delivery service.

If to De Luna Trust, at:

**ABEL DE LUNA INTER VIVOS TRUST**  
1200 W. Venice Blvd.  
Los Angeles, CA 90006  
Attn: Abel De Luna  
Fax No.: (213) 745-7577

with a copy (which shall not constitute notice), at:

**STEVE EYRE, ESQ.**  
Law Offices  
Suite 1440  
3550 Wilshire Boulevard  
Los Angeles, CA 90010  
Fax No.: (213) 385-3313

If to the Trustee, at:

**SAVAGE MEDIA GROUP, LLC**  
5080 Spectrum Drive  
Suite 609 East  
Dallas, TX 75001  
Attn: Scott Savage  
Fax No.: 972-458-1330

with a copy to:

**BROOKS, PIERCE, MCLENDON,  
HUMPHREY & LEONARD, L.L.P.**

Wachovia Capitol Center, Suite 1600  
150 Fayetteville Street Mall (27601)  
P.O. Box 1800  
Raleigh, North Carolina 27602  
Attn: Mark J. Prak  
Fax No.: 919-839-0304

If to Agent, at:

**WELLS FARGO FOOTHILL, INC.**

2450 Colorado Avenue  
Suite 3000 West  
Santa Monica, California 90404  
Attn: Specialty Finance Manager  
Fax No.: 310-453-7442

with a copy (which shall not constitute notice), at:

**PAUL, HASTINGS, JANOFSKY & WALKER  
LLP**

515 S. Flower Street  
Twenty-fifth Floor  
Los Angeles, CA 90071  
Attn: John Francis Hilson, Esq.  
Fax No.: 213-996-3300

Notices sent out by facsimile transmission shall be deemed delivered when actually received, and notices sent out by first-class mail shall be deemed delivered three (3) Business Days after mailing and notices sent by overnight delivery services shall be deemed delivered the next Business Day after mailing.

9.2 Intention of Parties to Establish Trust. This Trust Agreement is intended to create a trust, and the Trust created hereunder shall be governed and construed in all respects as a trust.

9.3 Preservation of Privilege and Defenses. In connection with the rights, claims, and causes of action that constitute the Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Trust shall vest in the Trustee, and the Trustee is authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses.

9.4 Cooperation. The De Luna Trust and De Luna shall provide the Trustee with copies of such of their books and records as the Trustee shall reasonably require for the purpose of performing its duties and exercising its powers hereunder. Moreover, the De Luna Trust and the Loan Parties shall from time to time, at the reasonable request of and without further cost or expense to the Trustee, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in the Trust good title to the Trust Assets.

9.5 Investment Company Act. The Trust should not be considered, and the Trust does not and will not hold itself out as, an “investment company” or an entity “controlled” by an “investment company,” as such terms are defined in the Investment Company Act of 1940, as amended.

9.6 Non-transferability of Beneficial Interests; Interests Beneficial Only; No Voting Rights; Successors.

(a) All interests of the Beneficiaries shall be uncertificated and non-transferable, except upon the death of a Beneficiary that is a natural person or by operation of law.

(b) The rights to a beneficial interest hereunder shall not entitle any Beneficiary to (i) any title in or to the Trust Assets as such (which title is vested in the Trustee) or to any right to call for a partition or division of Trust Assets or to require an accounting, or (ii) any voting rights with respect to the administration of the Trust and the actions of the Trustee in connection therewith.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the conflicts or choice of law principles thereof.

9.8 Headings. Sections, subheadings and other headings used in this Trust Agreement are for convenience only and shall not affect the construction of this Trust Agreement.

9.9 Interpretative Provisions.

(a) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

(b) All references to any person shall include its successors and assigns.

(c) The words “hereof”, “herein”, “hereunder”, “this Trust Agreement” and words of similar import when used in this Trust Agreement shall refer to this Trust Agreement as a whole and not any particular provision of this Trust Agreement and as this Trust Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(d) The word “including” when used in this Trust Agreement shall mean “including, without limitation.”

9.10 Amendment and Waiver. If at any time it is deemed advisable for the parties hereto to amend this Trust Agreement, it may be amended by an agreement in writing executed by all the parties hereto, provided there has first been obtained any consent by the FCC necessary in connection with any such substantial amendment if such approval is required by the Rules and Regulations. Insignificant amendments not requiring FCC consent shall be reported promptly to the FCC, if so required by the Rules and Regulations.

9.11 Assignment. This Trust Agreement may not be assigned by any party without the prior written consent of the Agent.

9.12 Irrevocability. The Trust is irrevocable, but is subject to amendment as provided for herein.

9.13 Severability. Wherever possible, each provision of this Trust Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Trust Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trust Agreement.

9.14 Counterparts. This Trust Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Trust Agreement by facsimile or other electronic method of transmission shall be as effective as delivery of a manually executed counterpart hereof.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Trust Agreement as of the day and year first written above.

**ABEL DE LUNA INTER VIVOS TRUST**

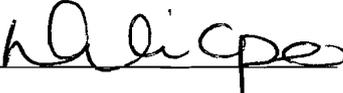
**DE LUNA TRUST:**

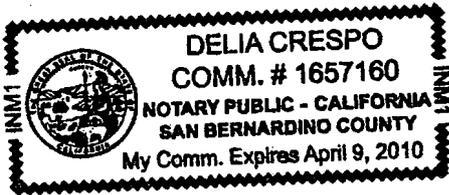
  
\_\_\_\_\_  
ABEL DE LUNA, as Trustee

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd day of December, 2009,  
by Abel De Luna, proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.

(Seal)

Signature 



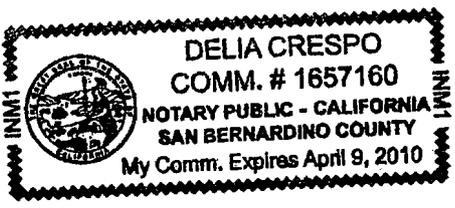
Abel De Luna  
ABEL DE LUNA

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd day of December, 2009,  
by Abel De Luna, proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.

(Seal)

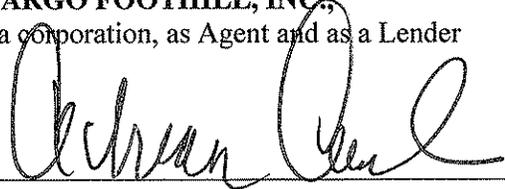
Signature Delia Crespo



**AGENT AND LENDERS:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent and as a Lender

By: \_\_\_\_\_



Name:

**Adrian Avalos**

Title:

**Vice President**

**TRUSTEE:**

**SAVAGE MEDIA GROUP, LLC,**  
a Texas limited liability company, as Trustee

By:   
Name: SCOTT SAVAGE  
Title: SOLE MEMBER

**SCHEDULE A**

**STATIONS**

<b>CALL SIGN</b>	<b>FCC FACILITY ID No.</b>	<b>COMMUNITY OF LICENSE</b>	<b>LICENSEE</b>
KRRS	43710	Santa Rosa, CA	Moon Broadcasting Licensee LLC
KTOB	52345	Petaluma, CA	Moon Broadcasting Licensee LLC
KMQA	3395	East Porterville, CA	MBP Licensee LLC
KMEN	88205	Mendota, CA	MBP Licensee LLC
KAEH	3727	Beaumont, CA	MBR Licensee LLC
KIQQ	60423	Barstow, CA	MBR Licensee LLC
KIQQ-FM	79388	Newberry Springs, CA	MBR Licensee LLC
KMNA	21602	Mabton, WA	MBProsser Licensee LLC
KZXR	53675	Prosser, WA	MBProsser Licensee LLC
KLES	6266	Prosser, WA	MBProsser Licensee LLC
KAAT	8341	Oakhurst, CA	California Sierra Corporation
KTNS	8338	Oakhurst, CA	California Sierra Corporation

**TRUSTEE COMPENSATION**

1. The compensation to Trustee shall be as follows: **THREE HUNDRED AND NO/100 U.S. DOLLARS** (\$300.00) per hour for the time spent by Scott Savage on behalf of the Trustee with respect to the Trustee's services under this Trust Agreement.