

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is entered into this [] day of [], 2004 by and among Textron Financial Corporation ("Textron"), Bustos Media of California, LLC ("Bustos") and Aztec Media, Inc. ("Aztec"). Capitalized terms used herein but not defined herein shall have the meanings given such terms in the Contribution Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Textron and Aztec are parties to that certain Credit Agreement dated as of April 1, 2003, as affected by Forbearance Agreement dated as of February 17, 2004, between Aztec, as borrower, and Textron, as lender (as the same may have been amended from time to time, the "Loan Agreement");

WHEREAS, Bustos, Angelica Balderas, Amparo Perez-Cook, Juan Gonzalez, Aztec and the Moffet Media Investment Irrevocable Trust have entered into that certain Contribution Agreement dated as of August 27, 2004 (the "Contribution Agreement");

WHEREAS, in connection with the transactions contemplated by the Contribution Agreement, Aztec desires to assign and Bustos desires to assume, the rights and obligations of Aztec under the Loan Agreement as set forth below;

WHEREAS, in connection with the transactions contemplated by the Contribution Agreement, Bustos desires to repay the Textron Indebtedness outstanding under the Loan Agreement as set forth below;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

Section 1. Assignment and Assumption of Lender's Rights and Obligations. In consideration of contribution of the assets by Aztec to Bustos pursuant to the Contribution Agreement, at Closing Aztec hereby assigns to Bustos all of its rights and obligations under Loan Agreement and Bustos hereby accepts and assumes such assignment.

Section 2. Repayment of Textron Indebtedness. Upon Closing, including receipt of a payoff letter (with respect to the amount necessary to satisfy in full the Textron Indebtedness immediately after the assumption thereof by Bustos on the Closing Date) executed by Textron and delivered to Bustos pursuant to Section 8.2(h), Bustos shall pay Textron the amount necessary to satisfy in full the Textron Indebtedness.

Section 3. Waivers and Amendments. Any term of this Agreement may be amended or waived only with the prior written consent of all parties hereto.

Section 4. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together constitute one instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

Section 6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF RHODE ISLAND (WITHOUT GIVING EFFECT TO ANY CONFLICTS OR CHOICE OF LAWS PROVISIONS THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION).

Section 7. Entire Agreement. This Agreement, the Contribution Agreement, the Collateral Assignment dated as of August 27, 2004 among Bustos, Aztec and Textron, the Loan Agreement, the Letter Agreement regarding Consent to Certain Agreements regarding Radio Station dated as of August 27, 2004 and those documents expressly referred to [therein and](#) herein embody the complete agreement and understanding among the parties in respect of the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 8. Benefit and Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and, to the extent permitted by this Agreement, their successors and assigns.

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

BUSTOS MEDIA OF CALIFORNIA, LLC

By: _____
Name: Amador S. Bustos
Title: President and Chief Executive Officer

Address: c/o Providence Equity Partners, Inc.
50 Kennedy Plaza, 18th Floor
Providence, RI 02903
Attention: Albert J. Dobron, Jr.

with a copy to:

Alta Communications
200 Clarendon Street
Boston, MA 02116
Attention: Eileen McCarthy

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

AZTEC MEDIA, INC.

By: _____
Name: Angelica Balderas
Title: President

Address: 1401 El Camino Avenue
Suite 330
Sacramento, CA 95815
Attention: Angelica Balderas

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

TEXTRON FINANCIAL CORPORATION

By: _____
Name:
Title:

Address: 40 Westminster Street
Providence, RI 02903
Attention: [Donald Newberg](#) |