

## **LOAN AGREEMENT**

This Loan Agreement is entered into as of August 27, 2004, by and between MAYA MEDIA, LLC, a California limited liability company (the "Borrower"), and BUSTOS MEDIA OF CALIFORNIA, LLC, a Delaware limited liability company ("Lender").

Borrower and Lender agree as follows:

1. Loan. Lender will lend to Borrower the sum of Six Million Four Hundred One Thousand Five Hundred Twenty-Six Dollars and 00/1000 (\$6,401,526) (the "Loan") in a single advance on or about the date hereof, subject to the terms and conditions hereof. Borrower will execute and deliver to Lender a secured promissory note in the form attached as Exhibit A (the "Note"). The Loan shall be repaid in accordance with the terms of the Note.

2. Conditions precedent. Lender's obligation to disburse the Loan is subject to the condition that, on the date of disbursement ("Closing Date"), there shall have been delivered to Lender:

2.1 The unanimous approval of the Loan from all of the members and managers of Borrower.

2.2 The following, each duly executed: (i) the Note, (ii) this Loan Agreement, (iii) a Security Agreement granting Lender a security interest in all of Borrower's assets, (iv) Pledge Agreement(s) from all members of Borrower, pledging to Lender their interests in Lender, and (v) such other documents and certificates and assurances that Lender may reasonably request, including, without limitation, releases of the security interests of Bustos Media Holdings, LLC and the Moffet Media Investment Irrevocable Trust.

2.3 A certified copy of the Asset Purchase Agreement described in the Note (the "Asset Purchase Agreement").

3. Representations and warranties. Borrower represents and warrants that:

3.1 Borrower is a limited liability company duly organized and existing under the laws of California with its principal place of business at 1401 El Camino Avenue, Suite 330, Sacramento, California. It has the power to own its property and to carry on its business as it is now being conducted;

3.2 Borrower has full power and authority to borrow the sums provided for in this agreement, to execute and deliver this agreement and any note or other instrument or agreement required under this agreement, and to perform and observe the terms and provisions of this agreement and of all such other notes, instruments, and agreements;

3.3 Borrower has the right to operate the KEJC (FM) commercial radio station and holds the related Federal Communications Commission license

3.4 All action by Borrower and its members and managers, necessary for Borrower's performance of this agreement and any note or other instruments required under this agreement has been duly taken;

3.5 This agreement has been duly authorized, executed, and delivered by Borrower, and is a legal, valid, and binding agreement of Borrower, enforceable against it in accordance with its terms and any note or other instrument or agreement required under this agreement has been so authorized and, when executed and delivered, will be similarly valid, binding, and enforceable;

3.6 Except as disclosed by Borrower in writing to Lender, there is no litigation, tax claim, proceeding, or dispute pending, or, to the knowledge of Borrower, threatened, against or materially affecting Borrower or its property.

3.7 All financial statements of Borrower delivered to Lender previously are, and hereafter shall be true, correct and complete to the best knowledge of the Borrower.

4. Affirmative covenants. Borrower covenants and agrees that until the full and final payment of all indebtedness incurred under this agreement has been made, it will, unless Lender waives compliance in writing:

4.1 Use the proceeds of the Loan solely for the purposes set forth in the Note.

4.2 Promptly give written notice to Lender of:

4.2.1 All litigation affecting Borrower;

4.2.2 Any dispute which may exist between Borrower and any governmental regulatory body or law enforcement authority;

4.2.3 Any labor controversy resulting in or threatening to result in a strike against Borrower;

4.2.4 Any other matter that has resulted or might result in a material adverse change in Borrower's financial condition or operations;

4.3 Deliver to Lender, in form and detail satisfactory to Lender, and in the number of copies Lender may request as soon as available, but no later than fifteen (15) days after the close of each month, Borrower's income statement, balance sheet and statement of cash flow certified by a responsible officer of Borrower as being complete and correct and fairly representing its financial condition and results of operations; and

4.4 Perform such acts as may be necessary or advisable to carry out the intent of this agreement.

5. Negative covenants. Borrower covenants and agrees until full and final payment of all indebtedness incurred under this agreement has been made, Borrower will not, without the prior written consent of Lender:

5.1 Declare or pay any dividend or distribution to any member or owner of Borrower;

5.2 Purchase, redeem, or otherwise acquire for value, any of its membership interests, or create any sinking fund in relation to any of its membership interests;

5.3 Liquidate or dissolve, or enter into any consolidation, merger, pool, joint venture, syndicate, or other combination, or sell, lease, or dispose of its business or assets as a whole or such part as in the opinion of Lender constitutes a substantial portion of its business or assets;

5.4 Issue any additional membership interests; or

5.5 Enter into any agreement (excluding this Agreement and the related loan documents) prohibiting (a) the Borrower from amending or otherwise modifying this Agreement or any other loan document, or (b) the creation or assumption of any lien upon the properties, revenues or assets of, or the extension of any guaranty by, Borrower, whether now owned or hereafter acquired.

6. Events of Default. Upon the occurrence of an Event of Default (as defined in the Note) all obligations on the part of Lender to make or continue the Loan shall terminate and, at the option of Lender, all interest and principal remaining on the Loan shall be immediately due and payable, without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind, except as specified in this agreement:

7. Notices. Any communications between the parties or notices provided for in this agreement may be given by sending them via a national carrier with delivery receipt requested, to Lender at:

Bustos Media of California, LLC  
3100 Fite Circle  
Sacramento, California 95827  
Attention: Amador S. Bustos

and

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

and

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

with a copy, which shall not constitute notice, to

Edwards & Angell, LLP  
2800 Financial Plaza  
Providence, RI 02903  
Attention: David K. Duffell, Esq.

and to Borrower at:

Maya Media, LLC  
1401 El Camino Avenue, Suite 330  
Sacramento, California 95815  
Attention: Angelica Balderas, President

with a copy, which shall not constitute notice, to

Womble Carlyle Sandridge & Rice, PLLC  
1401 I Street, N.W. Suite 700  
Washington, DC 20005  
Attention: John F. Garziglia, Esq. and Michael H. Shacter, Esq.

or to such other address as either party may indicate to the other in writing after the date of this agreement.

8. Successors. This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; provided, however, that Borrower shall not assign this agreement or any of the rights, duties, or obligations of Borrower under this agreement without the prior written consent of Lender.

9. Delays and waiver. No delay or omission to exercise any right, power, or remedy accruing to Lender on any breach or default of Borrower under this agreement shall impair any such right, power, or remedy of Lender, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence in such breach or default, or waiver of or acquiescence in any similar breach or default occurring later, nor shall any waiver of any single breach or default be considered a waiver of any other prior or subsequent breach or default. Any waiver, permit, consent, or approval of any kind by Lender of any breach or default under this agreement, or any waiver by Lender of any provision or condition of this agreement, must be in writing and shall be effective only to the extent specifically set forth in that writing. All remedies, either under this agreement or by law or otherwise afforded to Lender, shall be cumulative and not alternative.

10. Attorneys' fees. In the event of any legal action or suit in relation to this agreement or any note or other instrument or agreement required under this agreement, or in the event that Lender incurs any legal expense in protecting its rights under this agreement or under any security agreement in any legal proceeding, Borrower, in addition to all other sums which Borrower may be called on to pay, will pay to Lender the amount of such legal expense and will, if Lender prevails in such action, pay to Lender a reasonable sum for its attorney's fees and all other costs and expenses.

11. Jury Waiver. The parties each waive all rights to trial by jury in any action arising under or relating to this Agreement.

12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

[END OF PAGE; NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties to this agreement have executed this loan agreement by their duly authorized officers as of the day and year first above written.

**BORROWER:**

MAYA MEDIA, LLC

By: \_\_\_\_\_  
Name: Angelica Balderas  
Title: President

**LENDER:**

BUSTOS MEDIA OF CALIFORNIA, LLC

By: \_\_\_\_\_  
Name: Amador S. Bustos  
Title: Chief Executive Officer