

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of August 27, 2004 by and between Bustos Media of California, LLC, a Delaware limited liability company ("Programmer"), and Maya Media, LLC, a California limited liability company ("Licensee").

Recitals

A. Licensee owns and operates radio broadcast station KEJC, Channel 230, 93.9 MHz, Modesto, California (the "Station"), pursuant to licenses issued by the Federal Communications Commission (the "FCC").

B. Programmer has available and is producing radio programs that it desires to have broadcast on the Station, and therefore desires to purchase airtime from Licensee for the broadcast of such programs.

C. Licensee has agreed to make available to Programmer airtime on the Station, to accept for broadcast the programs of Programmer, and to the extent provided in this Agreement to provide services to Programmer in connection therewith, on the terms and conditions set forth in this Agreement.

D. Licensee and Programmer are also parties to an Asset Purchase Agreement (the "Purchase Agreement") dated the date hereof, pursuant to which the Licensee will sell the assets of the Station to Programmer upon receipt of all necessary regulatory approvals and in accordance with the other terms and conditions thereof.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Agreement Term. The term of this Agreement (the "Term") will begin on the date hereof at 12:01 a.m. California time (the "Commencement Time"), and will continue until terminated pursuant to Section 7 hereof.

2. Programmer's Purchase of Airtime and Provision of Programming.

2.1. Purchase of Airtime. During the Term, Programmer shall purchase from Licensee, for the price and on the terms specified below, and shall broadcast on the Station, programming that it produces, commissions to be produced or owns (the "Program" or "Programs"), all airtime on the Station, twenty-four (24) hours per day, seven (7) days per week, except for (i) periods of regularly scheduled or necessary maintenance and, additionally, (ii) a period of not more than three (3) hours each week between the hours of 6 a.m. and 9 a.m. on

Sundays for the broadcast by Licensee of programs responsive to local community issues. Programmer's purchase of airtime includes the use of the Station's subsidiary communication services.

2.2. Programming. During the Term, Licensee shall cause to be broadcast on the Station the Programs provided or commissioned by Programmer, at Programmer's expense, with such fidelity that programming meets technical and quality standards reasonably acceptable to Licensee.

3. Advertising Sales; Accounts Receivable. Programmer will have the exclusive right to sell advertising on the Station after the Commencement Time and to collect accounts receivable arising from advertising broadcast on the Station and non-broadcast activities, including, without limitation, promotions (collectively, "Accounts Receivable") after the Commencement Time, and Programmer shall be entitled to retain all such Accounts Receivable and to receive all revenues of the Station during the Term. At its election, Programmer may sell advertising on the Station in combination with advertising on any other station that it owns or operates or has entered into a Local Programming and Marketing Agreement with respect thereto; provided, that advertisers will remain able to purchase advertising only on the Station if they so desire. Licensee shall retain and be responsible for collecting, all Accounts Receivable relating to the period prior to the Commencement Time. Other than the brokered time sold to Programmer under this Agreement, Licensee shall not sell any advertising or other time in exchange for cash, services or merchandise, except for (a) political candidate advertising time that may be required by law to be sold by Licensee in which case Licensee shall promptly remit any such revenues obtained from the sale of such time to Programmer as provided in Section 9.2 of this Agreement and (b) other than on behalf of Programmer as set forth in Section 5(b) below. Existing long term contracts for the sale of advertising time on the Station shall be assumed by Programmer.

4. Term Payments. For the broadcast of the Programs pursuant to Section 2 above, and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee \$100.00 upon the date hereof and shall reimburse Licensee's expenses as set forth in Section 10(c) below.

5. Operation, Ownership and Control of the Station.

(a) Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the FCC licensee of the Station, Licensee will have full authority, power and control over the operation of the Station and Licensee's employees during the Term. Licensee will bear the responsibility for the Station's compliance with all applicable provisions of the rules, regulations and policies of the FCC and all other applicable laws, including preparation of the quarterly issues/programs lists for the Station. Without limiting the generality of the foregoing, Licensee will, at Licensee's expense: (1) employ a station manager for the Station, who will report to Licensee, who will direct the day-to-day operations of the Station (the "Station Manager"), and who shall have no employment, consulting or other relationship with Programmer, (2) employ an administrative employee for the Station on at least a part-time basis (the "Administrative Employee") and a Station engineer responsible for equipment and

technical facilities (the "Station Engineer"), (3) maintain a staff presence at the Station's main studio and offices from 9 a.m. until 5 p.m., Monday through Friday (the "Staff Presence"), and (4) retain control over the policies and operations of the Station, including control over the programming, personnel and finances of the Station. Nothing contained herein shall prevent Licensee from (i) rejecting or refusing Programs provided or to be provided by Programmer which Licensee reasonably believes to be contrary to the public interest or (ii) substituting programs which Licensee reasonably believes to be of greater local or national importance or which are designed to address the problems, needs and interests of Modesto. Licensee reserves the right to refuse to broadcast any Program supplied or to be supplied by Programmer which Licensee reasonably believes contains matter that would violate any law, rule, regulation, governmental policy or right of any third party. Licensee further reserves the right to preempt any Program provided by Programmer in the event of a local, state or national emergency. In no event shall any preemption, deletion or failure to broadcast Programmer's Programs take place for the commercial, business or economic advantage of Licensee. Programmer will serve Licensee with notice of, and a copy of, any correspondence that Programmer may receive concerning any Program broadcast on the Station, for Licensee's review and response, and for inclusion in the Station's public inspection file, to the extent that such inclusion is required by FCC regulation.

(b) Effective as of the Commencement Time, Licensee shall use its reasonable commercial efforts to, and Licensee shall direct its personnel and Aztec Media, Inc. and the personnel of Aztec Media, Inc. ("Aztec Personnel") pursuant to that certain Administrative Services Agreement entered into by Licensee and Aztec Media, Inc. on January 27, 2004 (the "Administrative Services Agreement"), other than the Station Manager and the Administrative Employee, both of whom shall be subject solely to the direction of the Licensee, to use their reasonable commercial efforts to, provide all sales, billing, collection, programming, promotion, technical and other services reasonably requested by Programmer in connection with the broadcast of the Programming on the Station and the operation of the Station in the ordinary course of business consistent with prior practices. The Licensee's personnel and the Aztec Personnel, other than the Station Manager and the Administrative Employee, shall be considered independent contractors of Programmer in connection with the services provided to Programmer hereunder. In connection therewith, Licensee shall direct its personnel and the Aztec Personnel to use their reasonable commercial efforts to collect Programmer's Accounts Receivable in the normal course, without being required to institute any extraordinary collection efforts. Licensee shall on the tenth day of each calendar month following the Commencement Time until the earlier to occur of (i) the termination of this Agreement and (ii) the termination of, or the Closing of the transaction contemplated by, the Purchase Agreement, remit to Programmer, without any deduction or set-off, net of sales commissions, agency or national representative fees related to such Accounts Receivable such amounts collected as are attributable to Programmer's Accounts Receivable. Upon collection of Programmer's Accounts Receivable, Licensee may use the proceeds thereof to pay any sales commissions and agency and national representative fees related to such Accounts Receivable. Any payments on any Accounts Receivable of Programmer from advertisers or others who shall also be at such time account debtors of Licensee shall be

applied to the newest outstanding amounts in such accounts, unless the payor shall have specified otherwise in writing.

(c) Licensee shall make available to Programmer the use of a billboard adjacent to the Station premises at no additional charge to Programmer for a period of one (1) year from the Commencement Time; provided, however, that in making use of said billboard, Programmer will cover the existing display with a vinyl overlay but will not obscure the identification on said billboard of the Station's call letters KEJC or its frequency (93.9) or in the alternative Programmer will design the vinyl overlay to include the display of KEJC and its frequency in a manner reasonably satisfactory to Licensee.

6. Maintenance of Facilities. Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station throughout the Term and, subject to the provisions of the Purchase Agreement, shall repair and maintain the Station's tower, transmitter site, studio and equipment in its current condition, reasonable wear and tear over the course of the Term excepted.

7. Termination. This Agreement shall terminate upon the earliest to occur of (i) the Closing (as defined in the Purchase Agreement), (ii) the termination of the Purchase Agreement and (iii) December 31, 2005; provided, however, that this Agreement may also be terminated in accordance with Section 12 hereof.

8. Music Licenses. During the Term, Programmer will be responsible for entering into and maintaining, at its expense, all music licenses as are necessary with respect to the programs broadcast pursuant to Section 2.2 above, and Licensee will be responsible for maintaining, at its expense, all music licenses as are necessary with respect to the Programs broadcast pursuant to clause (ii) of Section 2.1 above. In the event Programmer desires to make public use of any audience measurement ratings prepared by Arbitron Ratings Co. or other entities, Programmer shall secure the necessary licenses to make such uses. Licensee shall have no obligation to purchase such licenses but shall cooperate in obtaining them should Licensee's cooperation be required.

9. Programs.

9.1 Production of the Programs. Licensee acknowledges that Licensee is familiar with the type of programming that Programmer intends to broadcast on the Station and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer acknowledges that it is an experienced and knowledgeable broadcaster and agrees that the content of the Programs that it will provide to Licensee hereunder for broadcast on the Station shall conform to all FCC rules, regulations and policies in all material respects. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that the ownership of the Programs and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer.

9.2 Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to qualified political candidates, and with respect to compliance with the political broadcast rules

and policies of the FCC. During the Term, Programmer shall cooperate with Licensee in enabling Licensee to achieve such compliance, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record-keeping and lowest-unit-charge requirements of federal law. To the extent that Licensee believes necessary to meet its legal obligations, Programmer shall release advertising availabilities to Licensee during the Term to permit Licensee to comply with the political broadcast rules and policies of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

10. Expenses.

(a) During the Term, Programmer will be responsible for (i) the salaries, payroll taxes, benefits expense, insurance and related costs for all of Programmer's personnel or the personnel of any third party engaged by Programmer used in the production of the Programs supplied to Licensee for broadcast on the Station, (ii) the costs of delivering such Programs to Licensee and (iii) the salaries, taxes, insurance, commissions and related costs for all of Programmer's personnel or the personnel of any third party engaged by Programmer used in the promotion, marketing and sale of advertising time on the Station. Licensee shall provide Programmer, on a non-exclusive basis and not as a lease of either equipment or real property, for no additional consideration, access to and use of any Station equipment and facilities owned by Licensee in order to enable Programmer to exercise its rights and perform its obligations under this Agreement. During the Term, Programmer shall be responsible for any technical improvements that it decides to make to the Station's facilities (but may make such improvements only with the advance written consent of Licensee, which consent shall not be unreasonably withheld or delayed).

(b) Except as may otherwise be provided in the Purchase Agreement, Licensee will pay for and shall bear the expense of (i) the maintenance of all equipment and facilities and all other operating costs required to be paid in order to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, (ii) the salaries, taxes, insurance and related costs for Licensee's Station Manager, Administrative Employee, Staff Presence and the Station Engineer, (iii) the salaries, taxes, insurance and related costs for sales representatives and other employees to work at the Station's main studio, business offices and the transmitting facilities, which are located at 1049 Lone Palm Avenue, Modesto, Stanislaus County, California and the costs of the Aztec Personnel pursuant to the Administrative Services Agreement, (iv) all property, casualty and other insurance expenses; (v) Licensee's legal and accounting expenses; (vi) federal, state and local income, franchise and personal property taxes (other than taxes owed by Programmer on account of Programmer's income, operations and its employees); (vii) payments under all Contracts that (x) relate to the conduct of the Station's Business (as such terms are defined in the Purchase Agreement), (y) were entered into in the ordinary course of business consistent with past practices and (z) are to be assumed by Programmer under the Purchase Agreement which pursuant to the terms of such Contracts accrue and are to be paid after the date hereof (other than any such payments that (A) arise out of a breach or default by Licensee or (B) would have been paid or discharged on or prior to the date hereof but for breach or default by Licensee);

and (viii) all rent, utility costs and other costs associated with the operation of the tower and transmitting equipment, studio and other facilities and other costs incurred in the ordinary course of business of operating the station consistent with past practices that accrue and are to be paid after the date hereof (and excluding any costs that arise out of a breach or default by Licensee of any agreement or contract, Licensee's negligence or other improper act) not covered by clause (i); and shall timely pay all of the foregoing expenses associated with the operation of the Station. Examples of acceptable expenses pursuant to Section 10(b)(i)-(viii) above are set forth in **Schedule 10(b)** hereto. Licensee shall provide Programmer written notice no later than the fifth calendar day of each month after the Commencement Time pursuant to Section 20 below a detailed accounting of all of Licensee's expenses set forth in Section 10(b)(i)-(viii) above related to the obligations of Licensee to Programmer set forth in Section 5(b). Licensee shall keep all of its accounts current. Licensee shall be solely responsible for the discharge of all obligations and requirements of the FCC's equal employment opportunity ("EEO") rules and regulations with regard to Licensee's employees, and shall furnish to Programmer upon request information regarding Licensee's EEO program.

(c) After the Commencement Time, Programmer shall reimburse Licensee on the tenth day of each calendar month for all of Licensee's expenses set forth in Section 10(b)(i)-(viii) related to the obligations of Licensee to Programmer set forth in Section 5(b) that arise before the earlier to occur of (i) the termination of this Agreement and (ii) the termination of, or the Closing of the transactions contemplated by, the Purchase Agreement, provided, however, that in no case shall Programmer be required to reimburse any legal or accounting expenses under Section 10(b)(v) that relate to the transactions contemplated by the Purchase Agreement, Bustos Media, LLC or Bustos Media Enterprises, LLC.

(d) Licensee and Programmer mutually represent and warrant each to the other party that the warranting/representing party has not utilized the services of, nor is obligated to, any broker, finder, investment banker or other intermediary in connection with the transaction contemplated in this Agreement.

11. Call Sign. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, shall not change the call letters except at the request of the Programmer which request shall be reasonably satisfactory to the Licensee, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast by the Station an announcement at the beginning and end of each broadcast day, and at the beginning of each hour of such Programs, to identify such call letters, as well as any other announcements required by the rules, regulations and policies of the FCC. Programmer is specifically authorized to use such call letters in its Programs and in any promotional material, in any media, in connection with the promotion and marketing of the Station, but shall fully comply with FCC rules and policies with respect to any required disclosure that Programmer's marketing of the Station is pursuant to a local marketing agreement and not as an owner or as a licensee of the Station.

12. Events of Default; Termination; Remedies.

12.1. Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer shall fail to make timely payments as provided for in Section 4 or Section 10(c) of this Agreement ("Payment Default"); (b) Programmer shall fail to observe or perform any of its other obligations contained in this Agreement in any material respect; (c) Programmer shall breach any of the representations and warranties made by Programmer in or pursuant to this Agreement in any material respect; or (d) a breach of Programmer's obligations under the Purchase Agreement that results in Licensee's termination thereof ((b), (c) and (d) collectively a "Non-Monetary Default").

12.2. Licensee's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee shall fail to observe or perform any of its obligations contained in this Agreement in any material respect; (b) Licensee shall breach any of the representations and warranties made by Licensee in or pursuant to this Agreement in any material respect; or (c) a breach of Licensee's obligations under the Purchase Agreement that results in Programmer's termination thereof.

12.3. Cure Period. Notwithstanding the foregoing, in the case of Programmer's Non-Monetary Default, an Event of Default will not be deemed to have occurred if Programmer, after receiving written notice from the Licensee, diligently and in good faith takes all steps necessary to cure the Non-Monetary Default; provided, however, that if Programmer ceases diligently curing such Non-Monetary Default, or the Licensee, in its reasonable good faith judgment, determines that Programmer's Non-Monetary Default will cause or expose the Licensee to legal or financial liability, an Event of Default will not be deemed to occur until (i) twenty (20) days after the non-defaulting party shall have provided the defaulting party with additional written notice specifying the Event of Default (the "Cure Period"), and (ii) at the end of such twenty (20) day period, such Event of Default shall remain uncured.

In the event of a Payment Default, the Cure Period shall be ten (10) days and the Programmer shall not be afforded in excess of three (3) such Cure Periods during the Term and upon any fourth Payment Default, an Event of Default shall immediately occur and no Cure Period shall be afforded.

12.4. Remedies in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 12.3, the non-defaulting party may avail itself of such remedies as are provided herein and by operation of law and as equity may permit. In addition, upon the occurrence of (a) an Event of Default with respect to Programmer, in the absence of a timely cure pursuant to Section 12.3, Licensee may elect to terminate both this Agreement and the Purchase Agreement and (b) an Event of Default with respect to Licensee, Programmer may elect to terminate both this Agreement and the Purchase Agreement.

12.5. Cooperation Upon Termination. If this Agreement shall be terminated for any reason other than pursuant to Section 7 as the result of the Closing under the Purchase Agreement, the parties agree to cooperate with one another and to take all actions necessary to

return the parties as closely as possible to the status quo ante obtaining prior to the Commencement Time.

13. Indemnification. Programmer shall indemnify and hold Licensee harmless from and against any and all liability (a) that results from a breach by Programmer of any of its representations, warranties, covenants or agreements contained in this Agreement, and (b) for any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violations of rights of publicity or privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs supplied by Programmer. Licensee shall indemnify and hold Programmer harmless from and against any and all liability (a) that results from a breach by Licensee of any of its representations, warranties, covenants or agreements contained in this Agreement, and (b) for any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violations of rights of publicity or privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the programming by Licensee. The obligations under this Section 13 shall survive any expiration or termination of this Agreement for a period of twelve (12) consecutive months from the effective date of the expiration or termination hereunder.

14. Authority. Programmer and Licensee each represents and warrants to the other that (i) such representing/warranting party has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) this Agreement is binding upon such representing/warranting party and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by laws pertaining to bankruptcy, insolvency and creditors' rights generally, or by public policy, and (iii) the execution and delivery of, and the performance by such representing/warranting party of its obligations under, this Agreement do not conflict with, result in a breach of, or constitute a default or a ground for termination of, or for acceleration of performance under, any agreement to which such representing/warranting party is a party or by which it is bound.

15. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective, unless in writing and signed by all parties hereto. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power, or the exercise of any other right or power, operate as a waiver of any right or power herein conferred. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have by contract, at law, or in equity. The rights of each party hereunder shall survive the termination of this Agreement as to the covenants and obligation to indemnify or reimburse as provided herein.

16. Assignability; No Third Party Rights. The rights and obligations of Licensee and Programmer under this Agreement may not be assigned or delegated without the other party's prior written consent. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their successors and permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon, or to give, any person or entity other than the parties hereto and their successors and permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

17. Governing Law. This Agreement will be construed in accordance with the laws of the State of California applicable to contracts made in, and to be fully performed in, such State, without regard to principles of conflicts of laws of such State.

18. Costs of Litigation; Venue; Waiver of Jury Trial.

18.1. In the event of any litigation between Licensee and Programmer relating to the matters contemplated in this Agreement, the prevailing party in such litigation shall be entitled to recovery of reasonable attorneys' fees and costs.

18.2. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ALL STATE AND FEDERAL COURTS LOCATED IN SACRAMENTO, CALIFORNIA, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE AGREEMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN THE COURTS DESCRIBED ABOVE AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO RESOLVE ANY DISPUTE OTHER THAN AS SET FORTH IN THIS SECTION 18.2 OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF.

(b) EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS. IN ADDITION, EACH OF THE PARTIES CONSENTS TO THE SERVICE OF PROCESS BY PERSONAL SERVICE OR ANY MANNER IN WHICH NOTICES MAY BE DELIVERED HEREUNDER.

19. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original and all of which, taken together, shall constitute one and the same Agreement.

20. Notice. All notices, demands, requests or other communications which may be or are required to be given or made by a party to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery or on the day after delivery to a nationally recognized overnight courier service if sent by such service for next-morning delivery, addressed as follows:

If to Programmer: Bustos Media of California, LLC
3100 Fite Circle
Sacramento, California 95827
Attention: Amador S. Bustos
Fax: 916.368-6334

With copy to:

Bustos Media of California, LLC
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 to (which shall not constitute notice to Programmer):	Edwards & Angell, LLP 2800 Financial Plaza Providence, RI 02903 Attention: David K. Duffell, Esq.
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If to Licensee:	Maya Media, LLC 1401 El Camino Avenue Third Floor, Suite 330 Sacramento, CA 95815 Attention: Angelica Balderas
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With a copy to (which shall not constitute notice to Licensee):	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.
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21. Entire Agreement. This Agreement, together with the Purchase Agreement, embody the entire agreement, and supersede all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement and the Purchase Agreement.

22. Relationship of Parties. Neither Programmer or Licensee will be deemed to be the agent, partner or representative of, or a joint venturer with, the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement or understanding.

23. Force Majeure. The failure of either party hereto to comply with any of its obligations under this Agreement due to acts of God, strikes or threats thereof, a force majeure event, or causes beyond such party's reasonable control, equipment maintenance or maintenance required by the FCC, will not constitute an Event of Default under Section 12 of this Agreement, and neither party will be liable to the other party therefor (except as set forth in the Purchase

Agreement and except that any resulting failure of Licensee to broadcast the Programs beyond a brief interruption of service, not to exceed five (5) hours due to causes beyond Licensee's control shall entitle Programmer to a pro rata reduction in the payment required pursuant to Section 4 with respect to periods during which Licensee's facilities failed or were impaired or were not furnished).

24. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and to all other applicable laws. The parties agree that Licensee shall file a copy of this Agreement with the FCC. If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal or unenforceable provision.

25. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

26. Successors and Assigns. Subject to the provisions of Section 16 above, this Agreement shall be binding upon, and shall inure to the benefit of, Licensee and its successors and permitted assigns. Subject to the provisions of Section 16 above, this Agreement shall also be binding upon, and shall inure to the benefit of, Programmer and its successors and permitted assigns.

27. Rule Compliance; Confidentiality. Pursuant to Paragraph (j)(3) of Note 2 of 47 C.F.R. Section 73.3555, Licensee hereby certifies that it maintains ultimate control over the Station's facilities, including specifically control over Station finances, personnel and programming, and Programmer hereby certifies that this Agreement complies with the provisions of paragraphs (a) and (c) of 47 C.F.R. Section 73.3555. Subject to the foregoing, and subject to all other requirements of applicable law, Licensee and Programmer shall each keep confidential all information obtained by it with respect to the other party hereto in connection with this Agreement and the negotiations pertaining to this transaction, and if the transactions contemplated in the Purchase Agreement are not consummated for any reason, each party hereto shall return to the other party hereto, without retaining a copy thereof, any schedules, documents or other written (or otherwise recorded) information obtained from such other party in connection with this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, no party will be required to keep confidential or return any information which: (a) is known or available through other lawful sources; (b) is or becomes publicly known through no fault of the receiving party or its agents; (c) is required to be disclosed pursuant to an order or a request of a judicial or governmental authority (provided that the disclosing party is given reasonable prior notice of the order or request and the purpose of the required disclosure); or (d) is developed by the receiving party independently of the disclosure by the disclosing party.

28. Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Sections and Schedules shall be deemed references to Sections of and Schedules to this Agreement, unless the context shall otherwise require.

[SIGNATURE PAGE FOLLOWS]

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

LICENSEE:

MAYA MEDIA, LLC

By: _____
Angelica Balderas
President

PROGRAMMER:

BUSTOS MEDIA OF CALIFORNIA, LLC

By: _____
Name: Amador S. Bustos
Title: President and CEO

[SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT]