

## LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (the “**Agreement**”), dated as of July 10, 2002, is made and entered into by and between Sendero Multimedia, Inc., a Texas corporation (the “**Owner**”), the owner and licensee of KBDR(FM), Mirando City, Texas and KILM(FM), Raymondville, Texas (each a “**Station**”, and collectively, the “**Stations**”), and Border Media Partners, L.L.C., a Texas limited liability company (the “**Broker**”).

WHEREAS, Owner is licensed by the Federal Communications Commission (the “**FCC**”) as the licensee of the Stations, is engaged in the business of radio broadcasting on the Stations, and will have available airtime on the Stations;

WHEREAS, Owner has agreed to retain Broker to provide programming for the Stations pursuant to the terms and conditions set forth in this Agreement and in conformity with the Communications Act of 1934, as amended (collectively with the FCC's rules, regulations, and written decisions and policies, the “**FCC Rules**”); and

WHEREAS, Broker has agreed to supply such programming and sell advertising that is in conformance with the FCC Rules, including the requirement that the ultimate control of the Stations be maintained by Owner; and

WHEREAS, Owner has agreed, pursuant to an Asset Purchase Agreement of even date herewith (the “**APA**”) to sell the Stations to Broker following approval of such sale by the FCC;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

**1. Purchase of Airtime and Provision of Programming.** From the Effective Date until the date on which this Agreement is terminated, subject to the terms and conditions of this Agreement, Owner agrees to broadcast programming supplied by Broker 24 hours-per-day, 7 days per week provided that Owner may broadcast up to one (1) hour of programming per week on Sundays before 6:00 a.m. aimed at serving the needs and interests of the Station's community of license and in accordance with Section 11 of this Agreement. The "**Effective Date**" shall be 12:01 a.m. on July 16, 2002. Broker shall air the type of programming set forth on Exhibit A hereto (the “**Format**”); provided, however, that Broker shall have the right to change the Format.

**2. Fixed Cost Payments.** From and after the Effective Date, Broker shall pay Owner the fixed cost payments (the “**Fixed Payments**”) set forth on Exhibit B hereto. All Fixed Payments shall be made in monthly installments due no later than the first (1<sup>st</sup>) business day of the next calendar month during the term of this Agreement; provided, however, that if the Effective Date occurs on a date other than the first of a month, Broker shall pay Owner a prorated Fixed Payment for the month in which the Effective Date occurs as calculated based upon the number of days in such month falling on and after the Effective Date as a percentage of the total days in such month and multiplied by the Fixed Payment set forth on Exhibit B hereto. The parties shall similarly prorate the amount due for the last month of this Agreement in the event that this Agreement is terminated other than on the last day of a calendar month. All Fixed Payments shall be by check or wire transfer.

Without limiting Owner's rights and remedies under Section 16 or any other provision of this Agreement, including its right to terminate this Agreement pursuant to Section 16.1.1, if Broker has not delivered any of the Fixed Payments owing to Owner by the tenth (10<sup>th</sup>) business day after such Fixed Payment is due, Owner may, in its sole discretion, suspend the carriage of Broker's programming and resell such broadcast time (a “**Default Segment**”) to a third party in a

commercially reasonable manner provided, however, Owner shall have no obligation to suspend Broker's programming or to resell or use in any way the broadcasting time. In the event Owner resells such broadcast time to a third party in a commercially reasonable manner or itself programs the Stations, Broker shall remain liable to Owner for the difference between the Fixed Payments payable by Broker for the broadcast time comprising the Default Segment during the remainder of the term of the Agreement and the amount received by Owner upon such resale of all or part of the Default Segment during the remainder of the term of the Agreement or the operation of the Stations by Owner during such period. If the Fixed Payment has not been paid by the tenth (10th) business day after such Fixed Payment is due, Broker shall pay an additional One Thousand Dollars (\$1,000) on the eleventh (11<sup>th</sup>) business day and One Hundred Dollars (\$100) per day thereafter through the twentieth (20<sup>th</sup>) business day (the "Default Payment"). Provided Broker pays the Fixed Payment and the Default Payment within twenty (20) business days after the Fixed Payment is due Broker may resume programming.

Broker shall receive a credit for any scheduled programming not broadcast by the Stations under the powers of operation and preemption in Section 11, the amount of such credit to be equal to such percentage of the Fixed Payment as the amount of time preempted comprises of the total programming hours for such month. Such credit shall be Owner's sole compensation to Broker for air time so lost. Owner shall have no other liability to Broker or any third party pursuant to the terms of this Section 2.

Notwithstanding any other provisions of this Agreement and without limiting other rights and remedies of Owner, any Fixed Payment provided for in this Section 2 not made by the due date shall be subject to finance charges at a rate equal to the lesser of (x) 10% per annum or (y) the highest rate allowed by applicable law, compounded monthly, which shall start accruing twenty one (21) business days after the due date.

**3. Accounts Receivable.** Broker shall have no interest in any cash accounts receivable for broadcasts on the Stations that occur prior to the Effective Date. All revenues and cash accounts receivable for broadcasts on the Stations following the Effective Date shall belong to Broker. Broker may sell advertising time on the Stations in combination with any other broadcast station of its choosing, subject to compliance with the FCC Rules and the standards set forth in Exhibit C hereto (the "**Policy Statement**"). Broker shall be responsible for payment of the commissions due to any national sales representative, local sales representative, agency, or employee engaged by Broker for the purpose of selling advertising that is carried during the programming it provides to Owner. Broker shall also be responsible for payment of the commissions due to any employee of Owner that delivers advertising contracts to Broker that are acceptable to Broker. Notwithstanding anything in the foregoing to the contrary, to the extent that Owner has received prepayment for advertising time for periods following the Effective Date, Owner shall disclose such prepayments to Broker on or prior to the Effective Date and such prepayments shall be deducted from the amounts due to Owner pursuant to Section 2 of this Agreement. All information provided by Owner prior to the Effective Date shall accurately reflect all advertisements scheduled following the Effective Date. If advertisers whose advertisements air on the Station on or after the Effective Date make payments to Owner rather than to Broker with respect to such advertisements, Owner shall hold such amounts in trust for Broker, shall promptly notify Broker of the receipt of such funds, and shall forward such amounts to Broker within seven (7) business days. If Owner fails to forward such amount to Broker within seven (7) business days, Broker shall have the right to set such amounts off against the payments due under Section 2 hereunder (with amounts subsequently paid by Owner being reimbursed by Broker).

With respect to advertisements aired on the Station prior to the Effective Date, Owner shall assign to Broker on the Effective Date, for purposes of collection only, all accounts receivable. Broker shall pursue collection of the accounts receivable as Owner's agent and pay to Owner all moneys collected against such accounts receivable within seven (7) business days of collection. All accounts receivable remaining uncollected as of one hundred and twenty (120) days after the Effective Date shall be reassigned to Owner for collection. Broker shall report to Owner promptly any dispute as to any of Owner's accounts receivable and Broker and Owner shall cooperate to resolve such dispute. Owner shall not seek to collect, or take any legal action with respect to, any account receivable during the one hundred and twenty (120) day period. Broker shall not be required to employ collection agents or resort to legal action during that period. Broker shall not compromise any of Owner's accounts receivable without Owner's consent. If any of Owner's accounts receivable are paid directly to Owner during the one hundred and twenty (120) day period, Owner may retain such payment so long as it provides prompt notice of such payment to Broker. Owner shall retain responsibility for paying all commissions relating to Owner's accounts receivable and shall promptly pay all such commissions.

**4. Prohibition on Resale.** Broker agrees that it will not resell or otherwise transfer all or any portion of the airtime purchased from Owner hereunder without the express prior written consent of Owner, which consent shall not be unreasonably withheld, any such sale or transfer without such consent being void and of no force or effect; provided, however, that Broker may resell airtime in blocks of no longer than six (6) consecutive hours to one individual or firm (per resold block) without Owner's prior written consent.

**5. Program Delivery Requirements.** Broker shall deliver programming at its expense to Owner at the location set forth on Exhibit E hereto for further delivery to the Station's transmitter facilities.

**6. Term.** The term of this Agreement shall be for a period beginning on the date first above written and expiring upon the earlier of (x) the Closing Date (as defined pursuant to the APA) or (y) the Termination Date (as defined pursuant to the APA), unless sooner terminated as provided by this Agreement. The term of this Agreement may be extended pursuant to the provisions of Section C of Exhibit B hereto.

**7. Station Facilities.**

**7.1 Operation of Station.** Throughout the term of this Agreement, Owner shall operate the Stations with the maximum authorized facilities. Any necessary maintenance work affecting the operation of the Stations that would result in a reduction of transmitter power by more than ten percent (10%) shall be scheduled upon as much prior notice to Broker as practicable and shall be performed between the hours of 12:00 a.m. and 5:00 a.m. Owner reserves the right, subject to FCC authorization, to modify the facilities of the Stations as it determines is advisable in its sole discretion and consistent with the APA.

**7.2 Interruption of Normal Operations.** If either Station suffers loss or damage to its transmission facilities for any cause (other than loss or damage caused either by BMP or its employees or agents, or as provided in Section 7.3) that results in a decrease in the Station's operating power by more than ten percent (10%), Owner shall notify Broker within two (2) hours. Either Owner or Broker, under Owner's control and supervision, shall promptly undertake such repairs as necessary to restore the normal operations of the Station. For each instance in which repairs are necessary, Broker shall be responsible for paying for the first Two Thousand Dollars (\$2,000) in repair costs for each separate occurrence (and not per each separate

piece of equipment during such occurrence) and Owner shall be responsible for the remaining repair costs. For any equipment that must be replaced (whether as a result of an interruption of normal operations or through the removal or impoundment of such equipment by the holders of Liens or Permitted Encumbrances (as defined in the APA)), Owner may replace such equipment with operational equipment of a like kind and age. If the Station is not returned to normal operations within five (5) days, and Broker has acted in good faith in assisting with such repairs, Broker will be entitled to decrease the payments called for in Sections 1 and 2 in proportion to the loss of power and the time such power is lost. If Owner fails to return the Station to normal operations within sixty (60) days and Broker has acted in good faith in assisting with necessary repairs, Broker may terminate this Agreement. Owner and Broker agree that this Section 7.2 shall not apply to any loss of power occasioned by the failure of any T-1 telephone lines used in connection with the operation of the Stations.

**7.3 Force Majeure.** Any failure or impairment of either Station's facilities, delay or interruption in the broadcast of programs, or failure to furnish facilities for broadcast, due to acts of God, strikes, lockouts, civil riot, floods and any other cause not reasonably within the control of Owner, shall not constitute a breach of this Agreement and Owner will not be liable to Broker therefor. Broker shall not be required to make payments to Owner for periods covered by such a force majeure event.

**7.4 Termination for Failure to Broadcast.** Broker may terminate this Agreement, provided Broker is not in material breach of this Agreement if either Station is off the air for twenty (20) days for any reason other than as a result of either the failure of any T-1 telephone lines used in connection with the operation of the Stations or the actions or omissions of Broker, its employees or agents), assuming Broker has made such payments as are provided for in Sections 2 and 9.1 and cooperated and made such payments as are provided for in Section 7.2.

**8. Programming Standards.** All programs, advertising spots, and promotional material or announcements supplied by Broker shall meet in all material respects all FCC Rules and the standards set forth in the Policy Statement. If, in the reasonable judgment of Owner, the programming presented by Broker does not comply with the FCC Rules and the Policy Statement, Owner may suspend or cancel any such program after giving written notice of such determination to Broker and Broker having failed to remedy the problem within ten (10) business days after receiving such written notice. The provision by Broker of any programming, announcement, advertising or other matter that is slanderous, defamatory, obscene or indecent, as determined by a final, unappealable order of the FCC, a court of competent jurisdiction or an arbitration pursuant to Section 31, shall constitute a material breach of this Agreement, and shall entitle Owner, at its sole discretion, to terminate this Agreement immediately and exercise its rights and remedies under this Agreement based on such material breach by Broker, notwithstanding the provisions of Sections 6 and 16.2. If Owner determines, in its reasonable judgment, that any programming, announcement, advertising or other matter provided by or on behalf of Broker for broadcast on the Station may be slanderous or defamatory, Owner may require a retraction to be broadcast on the Station hereunder without (i) creating any liability to Broker or any other third party or (ii) limiting Owner's indemnification rights pursuant to Section 15, or any of its other rights pursuant to Sections 10 and 16, or any other provision of this Agreement; provided, however, that Broker shall have the right to contest such determination in accordance with Section 31 hereof and shall not be required to broadcast such retraction pending the outcome of such contest.

**9. Responsibility for Expenses and Employees.**

**9.1 Division of Expenses.** Owner will provide and be responsible for (i) the Station personnel necessary to comply with the FCC Rules pertaining to staffing by licensees that have entered into LMAs, and will be responsible for the salaries, taxes, insurance and related costs for all such Station personnel, (ii) all FCC regulatory filings and fees, (iii) costs of Owner's financing and payments to Bruce Earl Miller, (iv) costs of Owner's professionals, (v) equipment lease payments, other than payments Broker has agreed to pay during the term of the LMA (including the Stations' vans and Suburban, the Laredo telephone system, and the Laredo photocopier), and (vi) all repairs of transmission, tower, and studio equipment in excess of Two Thousand Dollars (\$2,000) per occurrence (after Broker's obligations to pay up to Two Thousand Dollars (\$2,000) pursuant to Section 7.2 or Section 9.1 hereof). Whenever on either Station's premises, all personnel shall be subject to the supervision and the direction of Owner's managerial employee(s). Except as set forth in the foregoing sentences of this Section 9, Broker shall be responsible for expenses involved principally in the operation of the Stations including, without limitation, (i) operating expenses of the Stations (including telephone expenses and expenses related to sales, marketing, promotion, advertising, billing and collections and traffic), (ii) costs and expenses for maintenance of studio equipment, (iii) the employment and salaries, taxes, insurance and related costs for all of Broker's employees, (iv) any utilities, (v) music licensing and royalty payments including without limitation ASCAP and BMI fees, (vi) T-1 circuits, (vii) traffic/accounting software, (viii) costs and expenses for the maintenance of all transmitter equipment other than the equipment lease payments for which Owner will be responsible, and (ix) repairs of transmission, tower, and studio equipment up to Two Thousand Dollars (\$2,000) per occurrence (and not per each separate piece of equipment during such occurrence). At Broker's request, Owner shall file new agreements with the music licensing organizations in order to reflect any change in either Station's format. At any time after the date first set forth above, Owner shall make its information about advertisements to run after the Effective Date available to assist Broker's efforts to prepare traffic logs for the period after the Effective Date.

**10. Operation of Station.**

**10.1 Control.** Notwithstanding anything to the contrary in this Agreement, Owner shall have full authority and power over the management and operation of the Stations during the period of this Agreement. In no event shall Broker, or Broker's employees, represent, depict, describe or portray Broker as Owner of the Stations. To this end, all employees of Broker whose work involves the Stations shall be informed as to Owner's ultimate control over the Stations and Broker's subordinate capacity. Owner shall provide and pay for the Stations' managerial employees employed by Owner, who shall report and be accountable solely to Owner and who shall be responsible for the direction of the day-to-day operation of the Stations to the extent required pursuant to the FCC Rules. To the extent necessary to avoid an unauthorized transfer of control of the Stations' FCC licenses, Owner shall retain control over the policies, programming and operations of the Stations, including the right to pre-empt any programs in order to broadcast a program deemed by Owner to be of greater national, regional or local interest in accordance with Section 11. Owner shall at all times be solely responsible for meeting all of the FCC Rules with respect to public service programming, maintaining the political and public inspection files and the Station logs, and preparation of all programs/issues lists.

**10.2 Broker's Responsibilities with Respect to Operation of Station.** At Owner's request, Broker shall cooperate with and assist Owner in complying with the FCC Rules referenced in Section 10.1, including by reporting such information as Owner may reasonably

request from time to time in order to comply with its programming reporting requirements. Broker shall cause the Stations to transmit any required tests of the Emergency Alert System at such times as are reasonably directed by Owner. Broker shall prepare, maintain and deliver to Owner all records and information in Broker's possession that are required by the FCC to be placed in the public inspection files of the Stations pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC Rules. Broker also shall consult with Owner and adhere strictly to all applicable statutes and the FCC Rules, as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities") and the charges permitted therefor. Broker shall furnish within its programming, on behalf of Owner, all station identification announcements required by the FCC Rules.

**10.3 Employees.** Subject to Broker's verification of employment terms, including benefits and any employment contracts, Broker expects that, on the Effective Date, Broker or an affiliate will employ most if not all of the individuals engaged principally in the conduct of the business of the Stations (excluding those employees listed in Exhibit F hereto, whom Broker may hire only with the written consent of Owner). Broker shall be responsible for negotiating its own terms of employment with such individuals. Owner shall be responsible for paying all wages, salary, accrued vacation, 401(k), severance, liabilities, or other benefits, if any, for the benefit of its employees only for such period as employees are or were employed by Owner. Owner shall make its employees engaged principally in the conduct of the business of the Stations (excluding those employees listed in Exhibit F hereto) available to Broker on a commercially reasonable basis prior to the Effective Date for purposes of discussing potential employment by Broker on or after the Effective Date. Broker will not assume any employment contracts of Owner's employees except upon written notice to Owner. However, Broker or its affiliate may extend employment offers to Owner's employees engaged principally in the conduct of the business of the Stations (excluding those employees listed in Exhibit F hereto) to commence as or after the Effective Date on terms and conditions that Broker or its affiliate shall determine in its sole discretion, in which case Broker or its affiliate shall be responsible for negotiating its own terms of employment with such individuals. Broker or its affiliate shall have full responsibility for selecting and employing its own employees.

**11. Public Affairs; Special Events.** Nothing in this Agreement shall abrogate the unrestricted authority of Owner to discharge its obligations to the public and to comply with the FCC Rules with respect to meeting the ascertained needs and interests of the public as set forth in Section 2. Owner shall have the right, in its reasonable discretion, to pre-empt any of the broadcasts of the programs supplied by Broker to use part or all of the hours of operation of the Station for the broadcast of events related to local or national emergencies if Broker is not already covering such event. In all such cases, Owner will use its best efforts to give Broker reasonable advance notice of its intention to pre-empt programming and, in the event of such pre-emption, Broker shall receive a credit for such time as may be pre-empted by Owner.

**12. Right to Use the Programs.** The right to use the programs produced by Broker and to authorize their use in any manner and in any media whatsoever shall be at all times vested solely in Broker except as authorized by this Agreement.

**13. Payola and Plugola.** Broker agrees that Broker will not accept any compensation of any kind or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements

between Broker and merchants or advertisers, unless the payer is identified in the programs as having paid for or furnished such consideration in accordance with the FCC Rules. Upon request from Owner, Broker agrees annually to execute and provide Owner with a Payola Affidavit, substantially in the form provided as Exhibit D hereto.

**14. Compliance with Law.** The Broker will, in good faith, endeavor to comply with all laws and regulations applicable to the broadcast of programming by the Station.

**15. Indemnification; Insurance.**

**15.1 Indemnification.** Broker will indemnify and hold harmless Owner and its officers, directors, employees, affiliates and agents (the “**Owner Parties**”) against all claims, damages, liabilities, costs and expenses including, without limitation, amounts paid in settlement, any judgment and reasonable attorneys’ fees and costs (the “**Losses**”), resulting from claims for defamation, slander, illegal competition or trade practice, violation of rights of privacy, and infringement of copyrights or other proprietary rights or other law arising out of the content of programming furnished by Broker and broadcast on the Stations pursuant to this Agreement or due to any claim directly from Broker's operation of the Stations. Broker shall further indemnify and hold harmless each Owner Party from and against all other Losses arising from the content of programming broadcast on the Stations and furnished by Broker pursuant to this Agreement with respect to a challenge to the renewal of the FCC license for the Stations or any FCC enforcement proceeding. Owner will indemnify and hold harmless Broker and its officers, directors, employees, affiliates and agents (the “**Broker Parties**”) against all claims, damages, liabilities, costs and expenses including, without limitation, the Losses resulting from claims for defamation, slander, illegal competition or trade practice, violation of rights of privacy, and infringement of copyrights or other proprietary rights or other law arising out of the content of programming furnished by Owner and broadcast on the Stations during the term of this Agreement or due to any claim directly from Owner's operation of the Stations.

**15.2 Insurance.** In addition to any other insurance coverage which Broker may be required to carry in accordance with applicable law, from the Effective Date through the date on which this Agreement is terminated, Broker shall obtain and maintain a media special perils insurance policy with errors and omissions coverage with a coverage limit of at least One Million Dollars (\$1,000,000). If agreeable to the insurer on terms reasonably acceptable to Broker, Broker shall name Owner as an additional insured under the policies maintained pursuant to this Section 15.2.

**16. Events of Default; Cure Periods and Remedies.**

**16.1 Events of Default.** The following shall constitute events of default (the “**Events of Default**”) under the Agreement:

**16.1.1 Non-Payment.** The Broker’s failure to: (i) make all Fixed Payments pursuant to Sections 2 and to cure such a failure in a timely manner pursuant to Section 2; or (ii) make a payment required pursuant to Section 9.1 within five (5) business days of Broker's receipt of an invoice and afterward to cure such a failure within seven (7) business days of receipt of written notice from Owner (pursuant to Section 26 hereto) of such a failure.

**16.1.2 Non-Timely Delivery of Program Materials.** Broker’s failure to deliver programs in a timely fashion.

**16.1.3 Default in Covenants.** The default by Broker or by Owner in the performance of any material covenant, condition or undertaking contained in this Agreement (other than defaults governed by Sections 8 or 16.1.1 or defaults arising as a result of the circumstances contemplated in Section 7.2 or 7.3, which, in each case, shall be governed by such sections).

**16.1.4 Breach of Representation.** If any representation or warranty made by Owner or Broker in this Agreement, or in any certificate or document furnished by Broker to Owner pursuant to the provisions of this Agreement, shall prove to have been false or misleading in any material respect as of the time furnished.

**16.2 Cure Periods.** Notwithstanding anything in Section 16.1 to the contrary, with respect to Sections 16.1.2, 16.1.3 and 16.1.4, no Event of Default shall be deemed to have occurred until the non-defaulting party has provided the party in default with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) and the defaulting party shall have failed to have cured such default within thirty (30) days after receipt of such notice. This period may be extended for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the non-defaulting party.

**16.3 Termination Upon Default.** Upon the occurrence of an Event of Default and after any relevant cure period has expired, the non-defaulting party may immediately terminate this Agreement, provided that it is not also in material default of this Agreement. Notwithstanding the foregoing, this Agreement: (a) shall terminate immediately, without notice to Broker or any further action by Owner or any other person, upon Broker's making a general assignment for the benefit of creditors, or filing a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of Broker under any federal or state insolvency law; and (b) shall terminate at the end of the thirtieth (30<sup>th</sup>) day after any person has filed against Broker a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of Broker under any federal or state insolvency law, unless such petition has been dismissed or discharged by such time. In no event shall Owner or Broker have any liability for consequential, special, incidental, or lost profit damages. In no event shall termination extinguish any rights of Owner or Broker pursuant to Section 15.1.

**16.4 Termination Upon Schedule B Default.** In the event that Broker is in default with respect to more than Fifty Thousand Dollars (\$50,000) due pursuant to Schedule B of this Agreement and fails to cure such default within any relevant cure period, in addition to any other rights of Owner pursuant to this Agreement Owner shall have the right to terminate this Agreement. In such a case, Owner shall have the right to terminate the APA and shall be entitled to payment of the amounts owed pursuant to the LMA and shall be entitled to liquidated damages in accordance with Section 10.4 of the APA.

**17. Termination Upon Closing or Termination of APA.** This Agreement shall terminate on the latter of Closing Date (as defined in the APA) or the Termination Date (as defined in the APA, unless extended pursuant to Schedule B hereto.

**17.1 Termination Upon Order of Judicial or Governmental Authority.** If any court of competent jurisdiction or any federal, state or local governmental authority designates a hearing with respect to the continuation or renewal of any license or authorization

held by Owner for the operation of the Stations, advises any party to this Agreement of its intention to investigate or to issue a challenge to or a complaint concerning the activities permitted by this Agreement, or orders the termination of the Agreement and/or the curtailment, in any manner material to the relationship between the parties to this Agreement, of the provision of programming by Broker, Broker shall, with the concurrence of Owner, have the option to seek administrative or judicial appeal of or relief from such order(s), in which event Owner shall cooperate with Broker provided that Broker shall be responsible for legal fees incurred in such proceedings, or Broker shall notify Owner that the Agreement will be terminated in accordance with such order(s). If the FCC designates the renewal application of either Station for a hearing as a consequence of any action taken by Broker under this Agreement, Broker shall cooperate and comply with any reasonable request of Owner to assemble and provide to the FCC information relating to Broker's performance under this Agreement, at Broker's expense. Upon termination following such governmental order(s), Broker shall pay to Owner any fees due but unpaid as of the date of termination as may be permitted by such order(s), and Owner shall reasonably cooperate with Broker to the extent permitted to enable Broker to fulfill advertising or other programming contracts then outstanding. Thereafter, neither party shall have any liability to the other.

**18. Mutual Representations and Warranties.** Each of Owner and Broker represents to the other that (i) it is legally qualified and able to enter into this Agreement, (ii) the execution, delivery and performance hereof does not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which it is bound and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

**19. Maintenance of Corporate or LLC Status.** At all times during the term of this Agreement, Broker and Owner shall take such actions as are necessary to ensure that the respective party is in good standing under the laws of its jurisdiction of incorporation and qualified to do business in Texas.

**20. Modification and Waiver.** No modification or waiver of any provision of the Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

**21. No Waiver; Remedies Cumulative.** No failure or delay on the part of Owner or Broker in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The waiver of any breach of this Agreement by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach under this Agreement. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any rights or remedies which either may otherwise have.

**22. Construction.** This Agreement shall be construed in accordance with the laws of the State of Texas without regard to the provisions of conflicts of law thereunder. The obligations of the parties to this Agreement are subject to all federal, state or municipal laws or regulations, including without limitation the FCC Rules, now or hereafter in force. The parties each acknowledge that all the terms and conditions in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' agreement based upon all relevant considerations. The parties agree that the terms and conditions of this

Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation hereof. Nothing in this agreement shall be deemed to constitute a joint venture or partnership between the parties hereto.

**23. Headings.** The headings contained in this Agreement are included for convenience only and shall not in any way alter the meaning of any provision.

**24. Successors and Assigns.** This Agreement may not be assigned by Broker without the express written consent of Owner first had and obtained, which consent shall not be unreasonably withheld. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

**25. Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original and be binding on the parties to this Agreement.

**26. Notices.** Any notice required hereunder shall be in writing and any notice required hereunder shall be in writing and any notice or other communications shall be deemed given when delivered personally, or via facsimile, or on the day after if sent by Federal Express, and addressed to the following:

If to Broker: Thomas Castro  
Border Media Partners  
201 Main Street, Suite 2001  
Fort Worth, TX 76102  
FAX: (817) 335-1197

with copies (which shall not constitute notice) to:

Lawrence Roberts, Esq.  
Skadden, Arps, Slate, Meagher & Flom LLP  
1440 New York Avenue, N.W.  
Washington, DC 20005  
FAX: (202) 371-7986

If to Owner: Alberto A. Munoz, II, Esq.  
Sendero Multimedia, Inc.  
1 Paseo Del Prado, Bldg. 102  
Edinburg, TX 78539  
FAX: (956) 686-8415

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

A. Wray Fitch, III, Esq.  
Gammon & Grange  
8280 Greensboro Drive  
McLean, VA 22102  
FAX: (703) 761-5023

27. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

28. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This Agreement shall then be construed and enforced as so modified.

29. **Attorneys' Fees.** In the event of any legal action to enforce the terms of this Agreement, the prevailing party in any such action shall be entitled to recover his or its costs and reasonable attorneys' fees incurred from the losing party.

30. **Certification.** For purposes of Section 73.3555, Note 2(k)(3) of the FCC Rules, Owner certifies that it maintains ultimate control over the Stations' facilities, including specifically control over the Stations' finances, personnel and programming and Broker certifies that this Agreement complies with the provisions of Section 73.3555(a), 73.3555(c) and 73.3555(d) of the FCC Rules.

31. **Arbitration.** Any disputes arising under this Agreement or any of the agreements contemplated herein and out of the relationship among the parties, will be submitted to binding arbitration in the manner specified in the APA.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first written above.

**BORDER MEDIA PARTNERS, LLC**

By:           /s/ Thomas Castro            
Thomas Castro  
Manager

**SENDERO MULTIMEDIA, INC.**

By:           /s/ Alberto Munoz, II            
Alberto Munoz, II  
President