

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT ("*Agreement*") is made as of June 8, 2010, by and among United Media Group LLC, a District of Columbia limited liability company ("*Programmer*") and Bonneville International Corporation, a Utah corporation ("*BIC*"). Programmer and BIC are collectively referred to herein as the "*Parties*."

RECITAL

WHEREAS, BIC operates, and owns substantially all of the operating assets of, radio station WTOP(AM) licensed to Silver Spring, Maryland (the "*Station*"); and

WHEREAS, BIC has agreed to make available to Programmer airtime on the Station to broadcast the programs of Programmer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. *Agreement Term.* Subject to BIC's receipt of the LMA Deposit set forth in Section 5 below, the term of this Agreement (the "*Term*") will begin at 12:01 AM on June 15, 2010 (the "*Programming Commencement Date*") and shall continue until 11:59 PM on May 30, 2012 (the "*LMA Termination Date*"); provided, however, the Term may be earlier terminated in accordance with the provisions set forth in this Agreement.

2. *Programmer's Purchase of Airtime and Provision of Programming.* Beginning on the Programming Commencement Date, Programmer shall purchase from BIC airtime on the Station for the price and on the terms specified herein, and shall transmit or otherwise deliver to BIC programming that it produces, owns or acquires that is consistent with the programming described on Schedule 2.1 (the "*Program*" or "*Programs*") for broadcast on the Station up to one hundred sixty-six (166) hours per week (the "*Broadcasting Period*"). BIC reserves two (2) hours per week of air time from 6:00 am to 8:00 am each Sunday morning to broadcast programs treating issues relevant to the community of the Station's license ("Community Issue Programming"). In addition, during the Term of this Agreement, BIC may also broadcast certain sporting events on the Station in accordance with Schedule 2.2 (the "*Sports Programming Time*"). Programmer will transmit its Programs to BIC's transmitting facilities for the Station via the mode of transmission currently available, or other reasonable means as determined by BIC, and ensure that the Programs meet technical and quality standards at least equal to industry standards for a similar radio station. Programmer shall comply with, and shall cause all of its Programs to comply with, all rules, regulations, policies and guidelines of the Station and all applicable laws, rules and regulations, including those promulgated by the Federal Communications Commission (the "*FCC*"). During the Term, BIC will not enter into any other time brokerage, joint sales, program provision, local marketing or similar agreement relating to the Station with any person or entity other than Programmer, except with respect to Community Issue Programming and the Sports Programming Time.

3. **BIC's Broadcasting Obligations.** In return for the payments to be made by Programmer hereunder, BIC shall, beginning on the Programming Commencement Date, broadcast, or arrange for the broadcast of, the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to (a) the provisions of Section 7 below, (b) the provisions of Section 2 above relating to Community Issue Programming and the Sports Programming Time, and (c) the right of BIC to reject any Program or Programs which do not meet the technical and quality standards described in Section 2 above.

4. **Advertising Sales.** Programmer will be exclusively responsible for the sale of advertising time on the Station beginning on the Programming Commencement Date. Programmer shall be entitled to all revenue from the sale of advertising time on the Station during the Programs provided by Programmer pursuant to this Agreement regardless of when or by whom such revenue is collected, except that BIC shall be entitled to any revenue from the sale of Sports Programming Time.

5. **Payments.** For the rights granted to Programmer under this Agreement, Programmer agrees to pay BIC the amounts in Schedule 5 hereto in accordance with the payment terms included therein. Concurrently with the execution of this Agreement, Programmer shall pay to BIC ~~Ninety-Four Thousand Five Hundred Dollars (\$94,500.00)~~ (the "LMA Deposit") to be held during the Term to secure Programmer's performance of its obligations set forth in this Agreement, and not as an advance payment of the amounts owed in Schedule 5 nor a measure of Bonneville's damages for Programmer's breach. If Programmer breaches this Agreement, without prejudice to any other remedy, BIC may apply any applicable portion of the LMA Deposit to the fees owed to BIC as set forth in Schedule 5, and any other expenses incurred by BIC due to such breach by Programmer, including court costs and attorneys' fees. In the event BIC so applies any portion of the LMA Deposit, upon demand therefore from BIC, Programmer shall immediately pay to BIC any and all amounts necessary to restore the unapplied portion of the LMA Deposit so that after such payment by Programmer the amount of the LMA Deposit will equal the amount set forth in this Section 5. If Programmer is not then in breach of this Agreement, upon expiration of the term of this Agreement (other than as a result of a default by Programmer hereunder), BIC will return any remaining balance of the LMA Deposit to Programmer.

6. **Delivery a Condition to Broadcast of Programs.** The Station shall begin broadcasting the Programs in accordance with Section 3 above no later than the Programming Commencement Date; provided, however, that the Station's obligation to broadcast the Programs shall be pre-conditioned on Programmer's prior delivery of such Programs to the Station as required by Section 2 above and Programmer's payment of the LMA Deposit as required by Section 5 above.

7. **Operation, Ownership and Control of the Station.** Notwithstanding anything to the contrary in this Agreement, as long as BIC remains the operator of the Station, BIC will have full operational authority, power and control over the operation of the Station (including finances, personnel and programming) during the Term, including determinations as to the Station's compliance with all applicable provisions of the rules, regulations and policies of the FCC and all other applicable laws, rules and regulations. All employees of Programmer present at the Station or on its premises must comply with the reasonable policies and rules promulgated by BIC. In no event shall Programmer, or Programmer's employees, represent, depict, describe or portray Programmer as the licensee or operator of the Station. Programmer shall cooperate

1. The Government of the United States of America (the "Government") and the Government of the State of New York (the "State") have entered into this Agreement for the purpose of establishing a framework for the management and operation of the State's public utility system (the "System").

2. The Government and the State have agreed that the System shall be managed and operated in accordance with the principles of efficiency, economy, and public service. The Government shall provide the necessary funding for the System, and the State shall provide the necessary personnel and facilities.

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with BIC in promptly responding to all mail, cables, telegrams or telephone calls directed to the Station in connection with the programming provided by Programmer or any other matter relevant to the responsibilities of a licensee of the Station. Promptly upon receipt, Programmer shall provide copies of all such correspondence to BIC and place a copy thereof in the Station's public inspection file, which shall be located at BIC's offices. Programmer shall promptly advise BIC of any public or FCC complaint or inquiry known to Programmer concerning such programming, and shall provide BIC with copies of any letters to Programmer from the public, including complaints concerning such programming. BIC shall control all matters or inquiries relating to FCC complaints and any other matters required to be responded to by a licensee of a station under the rules and regulations of the FCC. Programmer will provide, at its own cost and expense, such assistance therefore as reasonably requested by BIC. Without limiting the generality of the foregoing:

(a) The Station Manager of the Station (as designated by BIC in writing on the Programming Commencement Date or otherwise in its discretion) will report to BIC and will direct the day-to-day operations of the Station under the direction and control of BIC in a manner consistent with the rights and responsibilities of BIC and Programmer under this Agreement. The Station Manager shall have no employment, consulting, or other relationship with Programmer.

(b) One full-time or two part-time employees, as determined by BIC, shall assist the Station Manager in running the day-to-day operations of the Station and in maintaining the Station's broadcast equipment and facilities.

(c) BIC shall control the policies, finances, programming and operations of the Station, including the right of discretion to preempt any programming or advertising. BIC may (i) reject or refuse Programs which BIC believes to be unsuitable or contrary to the public interest or (ii) substitute a program (or programs) which BIC believes to be of greater local or national importance. However, BIC represents and agrees that preemption shall only occur to the extent necessary to comply with obligations imposed by the FCC on an FCC licensee and the right of preemption shall not be exercised in an arbitrary manner or for the commercial advantage of BIC.

(d) BIC hereby reserves the right to refuse to broadcast any Program containing matter which violates, which BIC reasonably believes violates, or which a credible third party (as determined by BIC) claims to violate, any right of any credible third party (as determined by BIC), or which may constitute a personal attack, as that term has been defined by the FCC. BIC also has the right to refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC. BIC further has the right to preempt any Program in the event of a local, state or national emergency. BIC has the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rule set forth in 47 C.F.R. Section 73.4242, as this rule may be changed from time to time by the FCC. In all such cases, BIC will use its best efforts to give Programmer reasonable notice of its intention to preempt any such programs or to delete any commercial announcements.

(e) BIC shall control the Station's compliance with the FCC's rules, regulations and policies with respect to (i) the ascertainment of community needs and problems, (ii) the broadcast of programming responsive to such needs and problems, (iii)

the preparation and timely placement in the Station's public inspection files of such material as required by FCC regulations, including, without limitation, programs broadcast that treat significant issues, (iv) the maintenance of the Station's public inspection files, and (v) the FCC's technical operating requirements, EAS compliance and main studio requirements.

(f) BIC shall control all steps necessary or appropriate to maintain the FCC Authorizations. In the event that Programmer shall cause to be broadcast on the Station material the broadcast of which (i) subjects BIC, or the licensee of the Station, to a material risk of sanction, forfeiture or other penalty imposed by the FCC or other regulatory authority, or (ii) creates a material risk that the licenses, permits and other authorizations issued to the licensee of the Station by the FCC relating to the Station (the "**FCC Authorizations**") will not be renewed in the ordinary course or will be revoked, BIC shall be entitled, at its discretion, to preempt such programming and/or terminate this Agreement upon two days' notice to Programmer. It is expressly understood that the termination rights provided in this Section 7 are provided solely for the purpose of protecting the FCC Authorizations and accordingly, BIC hereby covenants that such termination rights shall be invoked only to the extent necessary to protect the FCC Authorizations and shall not be exercised in an arbitrary manner or for the commercial advantage of BIC.

8. **Maintenance of Signal.** Beginning on the Programming Commencement Date, subject to reasonable operational downtime consistent with customary engineering practices, BIC shall maintain or cause to be maintained the operating power of the Station at the levels authorized by the FCC for the Station throughout the Term and shall repair and maintain the Station's tower and transmitter sites and equipment in good working order; provided, however, that Bonneville shall not be obligated to build out the Station as allowed by the construction permit issued to the Station.

9. **Studio Space and Studio Equipment.** During the Term of this Agreement, BIC shall license to Programmer that portion of the Station's office and studio premises located at 3400 Idaho Avenue, NW, Washington, D.C. (the "**Premises**") indicated on Schedule 9.1, including reasonable access to the bathrooms and a conference room on the Premises (the "**Studio Space**"), and will allow Programmer such use of the studio equipment of BIC relating to the Station identified on Schedule 9.2 as is reasonably necessary for Programmer to obtain or produce the Programs (the "**Studio Equipment**"). In exchange for the Studio Space and Studio Equipment, Programmer will pay to BIC the consideration set forth in Schedule 5. Programmer's right to use the Studio Space and the Studio Equipment will be limited to the production of the Programming, selling advertising for the Programming, and for related purposes consistent with BIC's historical use of the Studio Space and the Studio Equipment. BIC agrees, upon Programmer's request and at reasonably scheduled times, to provide Programmer with up to forty (40) hours of assistance during regular business hours to set up Programmer's studio in the Studio Space. Programmer acknowledges that BIC has other radio stations located at the Premises occupied by the Station and that such radio stations will continue to use the Premises, and Programmer agrees that it will not adversely impact BIC's continued use of the Premises. Programmer shall not allow any persons other than its employees, agents and invitees to enter the Premises without the express prior permission of BIC. Programmer shall comply with such policies and guidelines of use communicated to Programmer by BIC during the Term hereof while accessing or using the Studio Space and the Studio Equipment.

Programmer will be responsible for all damage or misuse of the Premises, Studio Space and the Studio Equipment caused by Programmer's employees, agents or invitee's (normal wear and tear excepted). Programmer shall repair any and all damage to the Premises, Studio Space and the Studio Equipment. Programmer may make no alterations, additions or changes to the Studio Space or the Studio Equipment without BIC's prior written consent, which consent may be withheld in BIC's sole and absolute discretion. Programmer and BIC acknowledge and agree that the rights granted under this Section are not intended in any manner to sublease such Studio Space or other space associated with the Station or constitute an assignment of BIC's rights in the Premises, Studio Space or the Station's transmitter site. Programmer agrees to indemnify and hold harmless BIC and its affiliates from any and all claims for damages or injuries or to death of persons arising out of Programmer's occupancy of the Studio Space and use of the Studio Equipment.

10. **Music Licenses.** During the Term, Programmer shall maintain in full force and effect all music licenses with respect to the Station, except with respect to Community Issues Programming and the sports programming broadcast during the Sports Programming Time.

11. **Programs.**

11.1 Production of the Programs. Programmer agrees that the content of the Programs it transmits to the Station shall conform to all FCC rules, regulations and policies. BIC acknowledges that BIC's right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever shall, as between BIC and Programmer, be and remain vested in Programmer.

Programmer shall indemnify, defend and hold harmless BIC, the Station, and BIC's affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys' fees (at trial and on appeal) and the cost of defense, arising from the actions of Programmer involving Programs broadcast on the Station (or Programs or other information transmitted over the internet) that are furnished by Programmer, including but not limited to libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights, and violations of the Communications Act of 1934, as amended (the "*Communications Act*"), or the rules and regulations of the FCC or the Federal Trade Commission ("*FTC*").

BIC shall indemnify, defend and hold harmless Programmer, its affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns from any and all claims, damages, expenses, costs and liabilities, including reasonable attorneys' fees (at trial and on appeal) and the cost of defense, arising out of any programming or other matter broadcast by the Station other than the Programs, including but not limited to libel, slander, defamation, unlawful competition or trade practices, indecency, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringements of copyright and proprietary rights, and violations of the Communications Act or the rules and regulations of the FCC or the FTC.

The indemnification provisions of this Section 11.1, and Sections 9 and 16.2, shall survive the termination of this Agreement.

11.2 Political and Issue Advertising. Programmer shall cooperate with BIC to comply with political broadcast matters, and shall supply such information promptly as may be necessary to comply with the political time recordkeeping and public file filings, lowest unit charge requirements and other provisions of federal law, including the Bipartisan Campaign Reform Act, relating to political and issue advertising.

12. *Expenses.* During the Term, each Party will be responsible for all expenses required for the performance of its obligations under this Agreement.

13. *Employees.* Programmer shall not be acquiring the services of or hiring any of the Station's or BIC's employees and Programmer shall be solely responsible for the hiring of its own employees.

14. *Call Signs.* Following the execution hereof by both Parties, the Parties shall cooperate with each other to apply for and pursue FCC approval to change the call letters of the Station to new call letters of Programmer's choice; provided, however, that the new call letters may not have any similarity to the existing call letters or the call letters of any other broadcast station in any market operated by BIC. BIC, or its affiliates, as appropriate, will retain all rights to the call letters for the Station or any other call letters which may be assigned by the FCC for use by the Station, 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 an announcement in a form satisfactory to BIC at the beginning of each hour of such Programs to identify the Station, as well as any other announcements required by the rules and regulations of the FCC.

15. *Sale of Station.* During the Term, BIC shall not solicit offers to purchase the Station, or engage a broker to solicit such offers; provided, however, the foregoing shall not preclude solicitation of offers to purchase the Station in a transaction pursuant to which BIC would sell two (2) or more of the radio stations it operates in the greater Washington, D.C. metropolitan area. If BIC receives an unsolicited offer to purchase the Station solely during such period (an "*Unsolicited Offer*") and intends to begin negotiations with respect to such offer, BIC shall give written notice to Programmer that it has received such an Unsolicited Offer and Programmer shall have thirty (30) days after receipt of such notice from BIC to make a written offer to BIC to purchase the Station. BIC may accept whatever offer is made to it to sell the Station, provided, however, BIC shall not accept an Unsolicited Offer until the expiration of such thirty day period and no sale of the Station, except to Programmer, shall have the effect of decreasing or terminating the Term hereof.

16. *Events of Default.*

16.1 Programmer's Events of Default. The occurrence of any of the following may be deemed by BIC to be an "*Event of Default*" by Programmer under this Agreement:

- (a) Programmer fails to make timely payments in full as provided for in Section 5 of this Agreement;
- (b) Programmer fails to observe or perform any other covenant, condition, agreement or obligation contained in this Agreement in

any material respect; or

- (c) Any representation or warranty made by Programmer under this Agreement is determined to be untrue at the time of its making in any material respect.

16.2 BIC's Events of Default. The occurrence of any of the following may be deemed by Programmer to be an "*Event of Default*" by BIC under this Agreement:

- (a) The Station fails to broadcast the Programs under the terms of this Agreement (except that the Station shall be entitled to exercise all of its rights pursuant to Sections 3 and 7 above);
- (b) BIC fails to observe or perform any covenant, condition, agreement or obligation contained in this Agreement in any material respect; or
- (c) Any representation or warranty made by BIC under this Agreement is determined to be untrue at the time of its making in any material respect.

16.3 Cure Period. Notwithstanding the foregoing, except for payments due from Programmer described in Schedule 5 or a breach by Programmer that entitles BIC to terminate this Agreement pursuant to Section 7(f), an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting Party has provided the defaulting Party with written notice specifying the Event of Default and such Event of Default remains uncured; provided, however, that if the default is not of a nature which through the use of reasonable diligence can be cured within the 15-day period provided herein, the defaulting Party shall have no more than forty-five (45) days to cure such default so long as it commences diligent efforts to accomplish the cure. With respect to payments due from Programmer described in Schedule 5, an Event of Default will not be deemed to have occurred until two (2) business days after BIC has provided Programmer with written notice specifying the Event of Default and such Event of Default remains uncured.

17. *Termination.* Upon the occurrence of an Event of Default, and in the absence of a timely or applicable cure pursuant to Section 16.3, a Party that is not then in material default under this Agreement may terminate this Agreement, effective immediately upon written notice to the defaulting Party.

17.1 Liabilities Upon Termination. If this Agreement terminates, as a result of an Event of Default or otherwise, Programmer shall be responsible for all liabilities, expenses, debts and obligations of Programmer arising from or related to the purchase of air time and/or transmission services and all Programmer's programming on the Station, including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for BIC's federal, state and local tax liabilities associated with Programmer's payments as provided for herein or other liabilities, debts and obligations which are the responsibility of BIC as set forth herein. After the effective date of termination of this Agreement, in no event shall BIC be under any obligation to make available to Programmer any broadcast time or broadcast transmission facilities.

17.2 **Indemnification Upon Termination.** Programmer shall indemnify, defend and hold Bonneville, its affiliates, and its officers, directors, shareholders, employees and agents, harmless from and against any cost, damage, deficiency, liability and expense (including without limitation reasonable attorneys' fees and expenses) arising from Programmer's acts or omissions related to Programmer's programming of the Station.

18. ***Payola and Plugola.*** Programmer shall provide to BIC in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Act or the rules and regulation of the FCC. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy, except as required by the rules and regulations of the FCC. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Section 317 and 507 of the Communications Act.

19. ***Authority.*** Each of BIC and Programmer represent and warrant to the other as follows: each has the power to enter into this Agreement and to consummate the transactions contemplated by this Agreement; neither the execution, delivery, nor performance of this Agreement conflicts with, results in a breach of, or constitutes a default or grounds for termination under any agreement to which it is a party or by which it is bound (subject to obtaining consents required for contracts assigned hereunder); the execution and delivery of this Agreement by it has been duly authorized by all necessary action; and this Agreement has been duly executed and delivered by it and constitutes a legally valid and binding obligation, enforceable against it in accordance with its terms, except as limited by bankruptcy and laws affecting the enforcement of creditors rights generally or equitable principles.

20. ***Modification and Waiver; Remedies Cumulative; Survival.*** No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of BIC or Programmer 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. 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. The rights of each Party hereunder shall survive the termination of this Agreement as to the covenants and obligation to pay, indemnify or reimburse as provided herein.

21. ***Assignability; No Third Party Rights.*** No Party may assign any of its rights or delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party hereto; provided, however, that BIC may assign its rights under this Agreement to any entity under common control or an entity acquiring the assets of the Station, provided that the assignee agrees, in writing, to assume and be bound by the obligations hereunder. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties hereto and

their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

22. Construction. This Agreement will be construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of laws.

23. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

24. Notice. Any notice required under this Agreement must be in writing. Any payment, notice or other communication will be deemed given when delivered personally, five days after being mailed by certified mail, one day after being sent by recognized overnight courier, postage prepaid, or on the date sent via facsimile, addressed as follows (or to such other address designated in writing upon due notice to the other Party):

If to BIC:

Bonneville International Corporation
3400 Idaho Avenue, N.W.
Washington D.C. 20016
Attention General Manager
Fax No.: 202 895-5016

With a copy to:

Bonneville International Corporation
Broadcast House
55 North 300 West
Salt Lake City, Utah 84180
Attention: General Counsel
Fax No.: (801) 575-7509

If to Programmer:

United Media Group, LLC
1441 Florida Ave., NW, #3B
Washington, DC. 20009
Attention: Homero Huerta
Fax No.: (301) 927-6257

With a copy to:

Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, Virginia 22209
Attention: Francisco R. Montero, Esq.

25. **Entire Agreement.** This Agreement embodies the entire agreement and supersedes all prior oral or written understandings between the Parties with respect to the subject matter of this Agreement.

26. **Relationships of Parties.** Neither BIC nor Programmer will be deemed to be the agent, partner, or representative of the other Party to this Agreement, and neither Party is authorized to bind the other to any contract, agreement or understanding.

27. **Force Majeure.** The failure of any Party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure or due to causes beyond such Party's control will not constitute an Event of Default under this Agreement, and neither Party will be liable to the other Party therefore. Programmer and BIC each agrees to exercise its best efforts to remedy the conditions of this Section 27 as soon as practicable.

28. **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 all other applicable laws. The Parties agree that BIC and Programmer shall promptly file or cause to be filed a copy of this Agreement with the FCC as required by FCC rules. If any provision in this Agreement is 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. The Parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for time brokerage agreements for radio stations and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if they are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires.

In connection with the performance of this Agreement, Programmer shall comply with all applicable FCC rules and regulations.

29. **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 provisions.

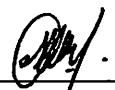
30. **Certification - FCC Rules.** Pursuant to Section 73.3555 of the FCC's rules, the Parties certify as follows:

- (a) BIC certifies that it shall at all times maintain ultimate control of the Station's facilities, including, specifically, control over the Station's finances, personnel and programming; and
- (b) Programmer certifies that this Agreement complies with the provisions of Section 73.3555 of the FCC's rules.

31. **Confidentiality.** No Party shall disclose the terms of this Agreement to any third party, except as and when such disclosure is required by law.

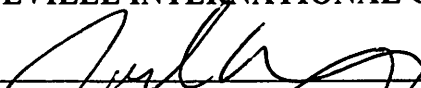
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

UNITED MEDIA GROUP LLC

By: Carlos Navarro Sotelo 

Its: LLC Member

BONNEVILLE INTERNATIONAL CORPORATION

By: 

Its: SRVP

SCHEDULE 2.1

Description of Programs

The programmer's programming consists of Spanish language music and entertainment programming. In particular, the programming will focus on a regional Mexican music format. The programming also may include syndicated Spanish language entertainment programming (*e.g., Piolin por la Mañana*).

SCHEDULE 2.2

Sports Programming Time

During the Term of the Agreement, BIC may air certain sports events, including pre- and post-game coverage and additional events required due to post-season play for the following teams:

- George Washington Basketball – December 2009 through March 2012 (up to 15 games per season)
- Navy Football – September 2009 through December 2012 (up to 13 games per season)
- Navy Basketball – December 2009 through March 2012 (up to 8 games per season)
- Navy Lacrosse – maximum of 2 games March and April 2011, and March and April 2012 (2 games per season)
- American University Basketball – December 2009 through March 2012 (8 games per season)
- Baltimore Ravens Football – August 2010 through January 2012 (20 games per season)
- Washington Nationals Baseball – May 2010 through October 2010 – remainder of games for 2010 season. BIC will use its commercially reasonable efforts to secure the rights to broadcast these Baseball games in Spanish language.

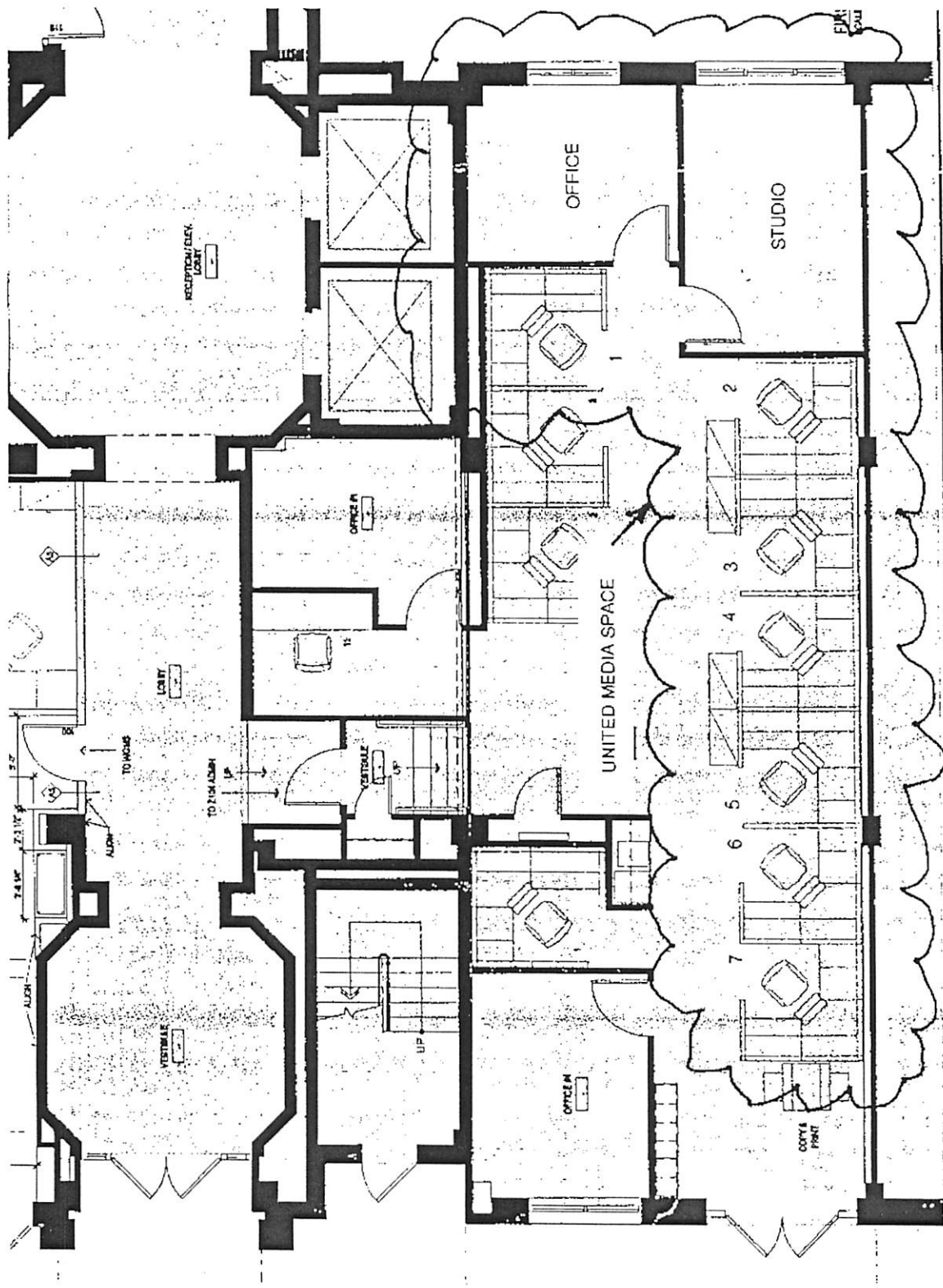
SCHEDULE 5

Payments

SCHEDULE 9.1

Studio Space

[Attached]



SCHEDULE 9.2

Studio Equipment

1. PR&E 12 Channel audio console
2. Two microphones with audio processors
3. Two monitor speakers with power amplifier
4. Seven foot equipment rack
5. Studio furniture
6. Telephone interface equipment (phone line service not included)
7. FCC approved EAS equipment
8. Fixed 3 meter dish located on roof of 3400 Idaho Ave NW, Washington DC,
Receiving programming from AMC-8.