

TRADEMARKS ONLY

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks
Please record the attached original document or copy thereof.

10-27-00

1. Name of Party(ies) conveying an interest:
Entravision Communications Corporation
and it's subsidiaries



Entity:
 Individual(s) General Partnership Limited Partnership
 Corporation - Delaware
 Other -

3. Interest Conveyed:
 Assignment Change of Name
 Security Agreement Merger
 Other

Execution Date - September 26, 2000

2. Name and Address of Party(ies) receiving an interest:
Name: Union Bank of California, N.A.

Address: 3403 Tenth Street, Suite 605
Riverside, California 92501-3617

Entity:
 Individual(s) Association
 Corporation - California General Partnership Limited Partnership
 Other -

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

Yes
 No

(The attached document must not be an assignment)

11-28-2000
Barcode
101529267

4. Application number(s) or registration number(s) Additional sheet attached? Yes No

A. Trademark Application No.(s)
75/781,280
75/399,436

B. Trademark Registration No.(s)
.863,697 1,823,220 2,021,380 2,236,415
.466,610 1,824,629 2,025,873 2,312,378
2,070,252 1,838,138 2,174,611
1,781,772 1,993,998 2,231,405

5. Please mail documents back to:
Paul W. Kruse
Pillsbury Madison & Sutro LLP
1100 New York Avenue, N.W.
Washington, D.C. 20005-3918

6. Number of applications and registrations involved: 16
7. Amount of fee enclosed: \$ 415.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 05550 / 0000029
C# M#

11/27/2000 MTHAI1 00000223 75781280
01 FC:481
02 FC:482

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet) **76**

Attorney: Paul W. Kruse
Date: October 27, 2000
Atty/Sec: PWK:teh

Tel: (202) 861-3613
Fax: (202) 822-0944

GUARANTOR SECURITY AGREEMENT

This GUARANTOR SECURITY AGREEMENT, is dated as of September 26, 2000, and made by each entity listed on the signature pages hereof (the "Grantor" or collectively, the "Grantors"), whose obligations hereunder are joint and several, in favor of UNION BANK OF CALIFORNIA, N.A., a national banking association, as Arranging Agent (the "Agent") for the Lenders (as defined in the Credit Agreement referred to below, the "Lenders").

RECITALS

A. In connection herewith, (a) Entravision Communications Corporation, a Delaware corporation ("Entravision" or the "Borrower"), is entering into a Credit Agreement dated as of even date herewith (said Agreement, as it may hereafter be amended, modified or restated from time to time, being called the "Credit Agreement"), with the Lenders and the Agent and (b) each Grantor is executing that certain Subsidiary Guarantee dated as of even date herewith in favor of the Agent for the benefit of the Lenders (said Guarantee, as it may hereafter be amended, modified or restated from time to time, herein referred to as the "Guarantee").

B. Each Grantor listed on Schedule I (Part 1) hereto previously executed a guarantee and security agreement in support of the obligations of Entravision Communications Company, L.L.C., a Delaware limited liability company ("Entravision LLC") and the other borrowers referred to therein, under that certain Amended and Restated Credit Agreement dated as of November 10, 1998, as amended (the "Entravision LLC Credit Agreement"). Each Grantor listed on Schedule I (Part 2) hereto was a borrower under the Entravision LLC Credit Agreement. Concurrently herewith, proceeds under the Credit Agreement are being used to repay all outstanding loans under the Entravision LLC Credit Agreement, and the guarantees and security agreements executed by the Grantors referred to on Schedule I (Part 1) are being released. Each Grantor referred to on Schedule I acknowledges the consideration received by it (in addition to other consideration which is, or may in the future be, received by such Grantor in connection with the Credit Agreement) as a result of the release of its obligations as discussed in this Recital.

C. It is a condition precedent to the extension of credit by the Lenders under the Credit Agreement that each Grantor shall have executed and delivered this Agreement.

D. Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein, and the rules of interpretation set forth in Section 1.2 of the Credit Agreement are incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to enter into the Credit Agreement and for other good and valuable consideration, the receipt and adequacy of which hereby is

acknowledged, each Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. Unless the context otherwise requires, terms defined in the Uniform Commercial Code of the State of California (the "Uniform Commercial Code") and not otherwise defined in this Agreement or in the Credit Agreement shall have the meanings defined for those terms in the Uniform Commercial Code. In addition, the following terms shall have the meanings respectively set forth after each:

"Advertising Displays" means all posters, signs, billboards and other advertising displays.

"Certificates" means all certificates, instruments and other documents now or hereafter representing or evidencing any Pledged Securities or any Pledged Limited Liability Company Interests.

"Collateral" means and includes all present and future right, title and interest of each Grantor in or to any personal property or assets whatsoever (other than any Grantor's ownership interest in any Unrestricted Subsidiary), whether now owned or existing or hereafter arising or acquired and wheresoever located, and all rights and powers of such Grantor to transfer any interest in or to any personal property or assets whatsoever (other than any Grantor's ownership interest in any Unrestricted Subsidiary), including, without limitation, any and all of the following personal property:

(a) All present and future accounts, accounts receivable, agreements, guarantees, contracts (including without limitation the Material Contracts), leases, licenses (including without limitation all leases or licenses of transmitters, transmitter towers and related equipment, and all sites at which Advertising Displays are located), contract rights and rights to payment (collectively, the "Accounts"), together with all instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes and drafts, and all forms of obligations owing to any Grantor or in which any Grantor may have any interest, however created or arising;

(b) All present and future general intangibles, including without limitation the proprietary rights of each Grantor in all Media Licenses (including without limitation the FCC licenses for the Stations described in Schedule 3.9 attached to the Credit Agreement and including, without limitation, goodwill, going concern value, all of such Grantor's rights under or relating to any Media License and the proceeds of any Media License and the right to receive money or other consideration upon the sale, assignment or transfer of any Media License; provided, however, that the Collateral does not include at any time any license granted by the FCC to the extent, but only to the extent, that such Grantor is prohibited at that time from granting a security interest therein pursuant to the Communications Act of 1934, as amended, and the policies and regulations promulgated thereunder, but includes, to the maximum extent permitted by law, all rights incident or appurtenant to such Media License and the rights to receive all proceeds derived from or in connection with the sale, assignment or transfer of such Media License) and with respect to all Advertising Displays, all tax refunds of every kind and nature to which any

Grantor now or hereafter may become entitled, however arising, all other refunds, all commitments to extend financing to any Grantor, all rights of any Grantor with respect to internet sites owned or operated by such Grantor and all deposits, goodwill, choses in action, trade secrets, computer programs, software, customer lists, trademarks, trade names, patents, licenses, copyrights, technology, processes, proprietary information and insurance proceeds, including, without limitation, the Copyrights, the Patents, the Marks and the Programs, and the goodwill of each Grantor's business connected with and symbolized by the Marks;

(c) All present and future demand, time, savings, passbook, deposit and like accounts (general or special) (collectively, the "Deposit Accounts") in which any Grantor has any interest which are maintained with any bank, savings and loan association, credit union or like organization, including, without limitation, each account listed on Schedule F attached hereto and made a part hereof, and all money, cash and cash equivalents of any Grantor, whether or not deposited in any Deposit Account;

(d) All present and future books and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to any Grantor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(e) All present and future goods, including, without limitation, all equipment, machinery, cameras, recording equipment, transmitters, transmitting towers, broadcasting equipment, videotapes, audio tapes and other recorded media, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, motor vehicles, all Advertising Displays and all other goods used in connection with or in the conduct of any Grantor's business, including, but not limited to, all goods as defined in Section 9-109(2) of the Uniform Commercial Code (collectively, the "Equipment");

(f) All present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished under a contract of service, all videotapes, audio tapes and other recorded media, all Advertising Displays, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing (collectively, the "Inventory");

(g) All present and future stocks, bonds, debentures, securities, subscription rights, options, warrants, puts, calls, certificates, partnership interests, limited liability company interests, joint venture interests, investment property and investment and/or brokerage accounts, including without limitation the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests, and all rights, preferences, privileges, dividends, distributions (in cash or in kind), redemption payments or liquidation payments with respect thereto, provided that, none of the foregoing shall be deemed to include any ownership interest of any Grantor in any Unrestricted Subsidiary;

(h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(i) All other tangible and intangible personal property of any Grantor (other than any Grantor's ownership interest in any Unrestricted Subsidiary);

(j) All rights, remedies, powers and/or privileges of any Grantor with respect to any of the foregoing; and

(k) Any and all proceeds and products of the foregoing, including without limitation, all money, accounts, general intangibles, deposit accounts, documents, instruments, chattel paper, goods, insurance proceeds and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

"Copyrights" means all:

(i) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the "Copyright Act"), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including, without limitation, copyrights for computer programs, source code and object code data bases and related materials and documentation and including, without limitation, the registered copyrights and copyright applications listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms hereof), and (a) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all of each Grantor's rights corresponding thereto throughout the world;

(ii) rights under or interests in any copyright license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, the copyright license agreements listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms hereof), and the right to use the foregoing in connection with the enforcement of the Lenders' rights under the Loan Documents; and

(iii) copyrightable materials now or hereafter owned by any Grantor, including Programs not copyrighted, all tangible property embodying the copyrights described in clause (i) hereof or such copyrightable materials, and all tangible property covered by the licenses described in clause (ii) hereof.

"Limited Liability Company Acknowledgement" shall have the meaning ascribed to it in Section 4(b) of this Agreement.

“Limited Liability Company Assets” means all assets, whether tangible or intangible and whether real, personal or mixed (including, without limitation, all limited liability company capital and interests in other limited liability companies), at any time owned or represented by any Limited Liability Company Interests.

“Limited Liability Company Interests” means the entire limited liability company interest at any time owned by any Grantor in any Pledged Entity.

“Limited Liability Company Notice” shall have the meaning ascribed to it in Section 4(b) of this Agreement.

“Marks” means all (i) trademarks, trademark registrations, interests under trademark license agreements, tradenames, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers for which registrations have been issued or applied for in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world including, without limitation, the trademarks, trademark registrations, applications, service marks, business names, trade styles, design logos and other source or business identifiers listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms hereof), (ii) licenses pertaining to any such mark whether a Grantor is licensor or licensee including, without limitation, the licenses listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms hereof), (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark or any such license, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with such marks, (vii) all documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all materials and components used in the production of products sold under or in connection with such marks, (viii) all documents constituting or concerning the then current or proposed advertising and promotion by any Grantor, its subsidiaries or licensees of products sold under or in connection with such marks, including, without limitation, all documents that reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and (ix) renewals and proceeds of any of the foregoing.

“Patents” means all (i) letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms hereof), (ii) licenses pertaining to any patent whether a Grantor is licensor or licensee, (iii) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions

in which such patents have been issued or applied for and (vi) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Pledged Collateral” means the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Interests.

“Pledged Entity” means each limited liability company set forth in Schedule A attached hereto, together with any other limited liability company in which any Grantor may have an interest at any time (other than any such entity which is an Unrestricted Subsidiary).

“Pledged Limited Liability Company Interests” means all interests in any Pledged Entities held by any Grantor (other than any such entity which is an Unrestricted Subsidiary), including, but not limited to, those Limited Liability Company Interests identified in Schedule A attached hereto, as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement, including, but not limited to, (i) all the capital thereof and its interest in all profits, losses, Limited Liability Company Assets and other distributions in respect thereof; (ii) all other payments due or to become due to such Grantor in respect of such Limited Liability Company Interests; (iii) all of such Grantor’s claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any in respect of such Limited Liability Company Interests; (iv) all of such Grantor’s rights to exercise and enforce every right, power, remedy, authority, option and privilege relating to such Limited Liability Company Interests; and (v) all other property hereafter delivered in substitution for or in addition to any of the foregoing and all certificates and instruments representing or evidencing such other property received, receivable or otherwise distributed in respect of or in exchange for any or all thereof.

“Pledged Partnership Interests” means all interests in any partnership or joint venture held by any Grantor (other than any such entity which is an Unrestricted Subsidiary) including but not limited to those partnerships and/or joint ventures identified in Schedule A attached hereto, as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement, and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such interests.

“Pledged Securities” means all shares of capital stock of any issuer (other than any such entity which is an Unrestricted Subsidiary) in which any Grantor has an interest, including but not limited to, those shares of stock identified in Schedule A attached hereto, as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement, and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such shares.

“Programs” means all (a) media broadcasting programs originating from any Grantor or any Affiliate of any Grantor, all other general intangibles of a like nature, and all recordings and renewals thereof; and (b) licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to produce, use, sell, broadcast or rebroadcast any media or broadcasting programs.

“Secured Party” means, collectively, the Agent, the Lenders and any Lender (or any of its Affiliates) in its capacity as a counterparty to any Interest Rate Agreement with the Borrower.

2. Creation of Security Interest. Each Grantor hereby pledges to the Agent for the ratable benefit of the Secured Party, and grants to the Agent for the ratable benefit of the Secured Party a security interest in and to, all right, title and interest of such Grantor in and to all presently existing and hereafter acquired Collateral. Subject to Section 25, the security interest and pledge created by this Section 2 shall continue in effect so long as any Obligation (as defined below) remains unpaid or any Commitment remains in effect or any Letter of Credit remains outstanding.

3. Security for Obligations. This Agreement and the security interests granted herein secure the prompt payment, in full in cash, and full performance of, all obligations of the Grantors now or hereafter existing under the Guarantee, whether for principal, interest, fees, expenses or otherwise, including without limitation all obligations of the Grantors now or hereafter existing under this Agreement, and all interest that accrues (whether or not allowed) at the then applicable rate (including interest at the rate for overdue payments described in Section 2.10(c) of the Credit Agreement) specified in the Credit Agreement on all or any part of any of such obligations after the filing of any petition or pleading against any Grantor or the Borrower for a proceeding under any bankruptcy or related law and all obligations of the Borrower to any Lender (or any of its Affiliates) under any Interest Rate Agreement (collectively, the “Obligations”).

4. Delivery of Pledged Collateral.

(a) Each Certificate shall, on (i) the Closing Date (with respect to Certificates existing on such date) and (ii) the day on which such Certificate shall be received or acquired by any Grantor (with respect to Certificates received or acquired after the Closing Date), be delivered to and held by the Agent on behalf of the Lenders and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated endorsements, instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Agent.

(b) With respect to each Limited Liability Company Interest, on (i) the Closing Date (with respect to Limited Liability Company Interests existing on such date) and (ii) the day on which any Limited Liability Company Interest shall be acquired by any Grantor (with respect to Limited Liability Company Interests acquired after the Closing Date), a notice in the form set forth in Schedule H attached hereto (the “Limited Liability Company Notice”) shall be appropriately completed and delivered to each Pledged Entity, notifying each Pledged Entity of the existence of this Agreement, a certified copy of this Agreement shall be delivered by each Grantor to the relevant Pledged Entity, and each such Grantor shall have received and delivered to the Agent a copy of such Limited Liability Company Notice, along with an acknowledgment in the form set forth in Schedule H attached hereto (the “Limited Liability Company Acknowledgment”), duly executed by the relevant Pledged Entity.

(c) Subject to any necessary prior approval of the FCC, the Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, without notice to

any Grantor, to transfer to or to direct any Grantor or any nominee of any Grantor to register or cause to be registered in the name of the Agent or any of its nominees any or all of the Pledged Securities or Pledged Limited Liability Company Interests. In addition, the Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Securities or Pledged Limited Liability Company Interests for certificates or instruments of smaller or larger denominations.

5. Further Assurances.

(a) At any time and from time to time at the reasonable written request of the Agent, each Grantor shall execute and deliver to the Agent, at such Grantor's expense, all such financing statements and other instruments, certificates and documents (including notices to financial institutions holding deposit accounts of such Grantor as to the security interest granted hereby) in form and substance reasonably satisfactory to the Agent, and perform all such other acts as shall be necessary or reasonably desirable to fully perfect or protect or maintain, when filed, recorded, delivered or performed, the Secured Party's security interests granted pursuant to this Agreement or to enable the Lenders to exercise and enforce their rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall: (i) at the request of the Agent, mark conspicuously each document included in the Inventory and each other contract relating to the Accounts, and all chattel paper, instruments and other documents and each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to the Agent, indicating that such document, contract, chattel paper, instrument or Collateral is subject to the security interest granted hereby; (ii) at the request of the Agent, if any Account or contract or other writing relating thereto shall be evidenced by a promissory note or other instrument, deliver and pledge to the Agent, for the ratable benefit of the Lenders, such note or other instrument duly endorsed and accompanied by duly executed undated instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Agent; (iii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve, with the required priority, the security interests granted, or purported to be granted hereby; (iv) upon any Grantor's registration, or application therefor, of any copyright under the Copyright Act, at the Agent's request execute and deliver to the Agent for recordation and filing in the United States Copyright Office a copy of this Agreement or another appropriate copyright mortgage document in form and substance reasonably satisfactory to the Agent; (v) upon any Grantor's registration, or application therefor, of any Patent or Mark, execute and deliver to the Agent for recordation and filing in the United States Patent and Trademark Office a copy of this Agreement or another appropriate patent or trademark mortgage document, as applicable, in form and substance reasonably satisfactory to the Agent; and (vi) with respect to investment property and deposit accounts, cause to be executed and delivered to the Agent such control agreements or similar agreements as the Agent may request.

(b) At any time and from time to time, the Agent shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, relative to the Collateral or any part thereof in each instance, and to take all such other actions as the Agent may reasonably deem appropriate to perfect and to maintain perfected the security interests granted herein.

(c) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of any Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) Each Grantor shall furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request. Upon any Grantor's publication or registration, or application for registration, of any copyright under the Copyright Act, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B attached hereto to reflect the publication or registration of such copyright or application therefor. Upon any Grantor's obtaining any rights and interests in any additional Marks, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B attached hereto to reflect such additional Marks. Upon any Grantor's obtaining any rights and interests in any additional Patents, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B attached hereto to reflect such additional Patents. Upon any Grantor's receipt or acquisition of any additional shares of capital stock of any Person or any additional partnership interests in any partnership or joint venture, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule A attached hereto to reflect such additional Pledged Collateral. Upon any Grantor's receipt or acquisition of any additional Limited Liability Company Interest, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule A attached hereto to reflect such additional Pledged Collateral and, to the extent such Limited Liability Company Interest is certificated, deliver to the Agent the certificates therefor, accompanied by such instruments of transfer as are acceptable to the Agent.

(e) With respect to any Collateral consisting of certificates of title or the like as to which Secured Party's security interest need be perfected by, or the priority thereof need be assured by, notation on the certificate of title pertaining to such Collateral, the Grantors will upon demand of the Agent note the lien on such certificate of title in favor of the Lenders.

(f) With respect to any Collateral consisting of securities, instruments, partnership or joint venture interests, interests in limited liability companies, or the like, each Grantor hereby consents and agrees that, upon the occurrence and during the continuance of an Event of Default subject to any necessary prior approval of the FCC, the issuers of, or obligors on, any such Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of the Agent to effect any transfer or exercise any right hereunder or with respect to any such Collateral subject to the terms hereof, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

(g) With respect to any Media Licenses:

(i) The parties acknowledge their intention that, upon the occurrence and during the continuance of an Event of Default, the Agent and the Lenders shall receive, to the fullest extent permitted by Requirements of Law (including, without limitation, the rules and policies of the FCC), all rights necessary or desirable to obtain, use or sell such Collateral or to have such Collateral or rights in connection therewith sold for the benefit of the Lenders and, in connection therewith, to assign the Media Licenses or to have the Media Licenses assigned, to such purchaser, and to exercise all remedies available to the Lenders under this Agreement, the other Loan Documents, the Uniform Commercial Code and other applicable law.

(ii) The parties agree that, in the event of changes in the Requirement of Law occurring after the date hereof that affect in any manner the Lenders' rights of access to, or use or sale of, the Media Licenses, or the procedures necessary to enable the Lenders to obtain such rights of access, use or sale (including changes allowing greater access), the Lenders and the Grantors, upon request of any of the Lenders or the Agent, shall amend this Agreement and the other Loan Documents in such manner as the Lenders or the Agent shall reasonably request, in order to provide the Lenders with such rights to the greatest extent possible consistent with then-applicable Requirements of Law.

6. Voting Rights; Dividends; etc. Subject to any necessary prior approval from the FCC, so long as no Event of Default shall have occurred and be continuing:

(a) Voting Rights. Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests (including, but not limited to, all voting, consent, administration, management and other rights and remedies under any partnership agreement or any limited liability company agreement or otherwise with respect to the Pledged Securities, the Pledged Partnership Interests or the Pledged Limited Liability Company Interests), or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement or the other Loan Documents; provided, however, that no Grantor shall exercise any such right if it would result in a Default.

(b) Dividend and Distribution Rights. Subject to the terms of the Credit Agreement, each Grantor shall be entitled to receive and to retain and use any and all dividends or distributions paid in respect of the Pledged Securities, the Pledged Partnership Interests or the Pledged Limited Liability Company Interests; provided, however, that any and all

(i) non-cash dividends or distributions in the form of capital stock, certificated limited liability company interests, instruments or other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests.

(ii) dividends and other distributions paid or payable in cash in respect of any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company

Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and

(iii) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests,

shall, except as otherwise provided for in the Credit Agreement or the other Loan Documents, forthwith be delivered to the Agent, in the case of (i) above, to be held as Collateral and shall, if received by any Grantor, be received in trust for the benefit of Secured Party, be segregated from the other property of such Grantor and forthwith be delivered to the Agent as Collateral in the same form as so received (with any necessary endorsements), and in the case of (ii) and (iii) above, to be applied to the Obligations to the extent permitted by the Credit Agreement or otherwise to be held as Collateral.

7. Rights as to Pledged Collateral During Event of Default. When an Event of Default has occurred and is continuing, subject to any necessary prior approval of the FCC:

(a) Voting, Dividend and Distribution Rights. At the option of the Agent, all rights of any Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a) above, and to receive the dividends and distributions which it would otherwise be authorized to receive and retain pursuant to Section 6(b) above, shall cease, and all such rights shall thereupon become vested in the Agent who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and to hold as Pledged Collateral such dividends and distributions during the continuance of such Event of Default.

(b) Dividends and Distributions Held in Trust. All dividends and other distributions which are received by any Grantor contrary to the provisions of Section 7(a) of this Agreement shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of such Grantor and forthwith shall be paid over to the Agent as Collateral in the same form as so received (with any necessary endorsements).

8. Irrevocable Proxy. Each Grantor hereby revokes all previous proxies with regard to the Pledged Securities and the Pledged Limited Liability Company Interests and, subject to any necessary prior approval of the FCC, appoints the Agent as its proxyholder and attorney-in-fact to (i) attend and vote at any and all meetings of the shareholders of the corporation(s) which issued the Pledged Securities (whether or not transferred into the name of the Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy and to execute any and all written consents, waivers and ratifications of shareholders of such corporation(s) executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if such Grantor had personally attended the meetings or had personally voted its shares or had personally signed the written consents, waivers or ratification, and (ii) to attend and vote at any and all meetings of the members of the Pledged Entities (whether or not such Pledged Limited Liability Company Interests are transferred into the name of the Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and

ratifications of the Pledged Entities executed on or after the date of the giving of this proxy and prior to the termination of this proxy with the same effect as if such Grantor had personally attended the meetings or had personally voted on its Limited Liability Company Interests or had personally signed the consents, waivers or ratifications; provided, however, that the Agent as proxyholder shall have rights hereunder only upon the occurrence and during the continuance of an Event of Default and subject to Section 16(j) hereof. Each Grantor hereby authorizes the Agent to substitute another Person (which Person shall be a successor to the rights of the Agent hereunder, a nominee appointed by the Agent to serve as proxyholder, or otherwise as approved by such Grantor in writing, such approval not to be unreasonably withheld) as the proxyholder and, upon the occurrence or during the continuance of any Event of Default, hereby authorizes and directs the proxyholder to file this proxy and the substitution instrument with the secretary of the appropriate corporation. This proxy is coupled with an interest and is irrevocable until such time as no part of any Commitment remains outstanding, all Obligations have been indefeasibly paid in full and no Letter of Credit remains outstanding.

9. Copyrights.

(a) Royalties. Each Grantor hereby agrees that the use by the Agent or any Lender of the Copyrights as authorized hereunder in connection with the Agent's or the Lenders' exercise of their rights and remedies hereunder shall be without any liability for royalties or other related charges from the Agent or the Lenders to any Grantor.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement, each Grantor shall be permitted to manage, license and administer its Copyrights, Patents and Marks in such manner as such Grantor in its reasonable business judgment deems desirable; provided, however, that no Grantor will, without the Agent's prior written consent, which shall not be unreasonably withheld, (a) enter into any copyright license agreements or (b) take any action, or permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would customarily be taken by a Person in the same business and in similar circumstances as such Grantor.

(c) Duties of Grantor. Each Grantor shall have the duty to: (i) prosecute diligently any copyright application included in the Copyrights, (ii) at the request of the Agent, make application for registration of such uncopyrighted but copyrightable material owned by such Grantor as the Agent reasonably deems appropriate, (iii) place notices of copyright on all copyrightable property produced or owned by such Grantor embodying the Copyrights and use diligent reasonable efforts to have its licensees do the same and (iv) take all reasonable action necessary to preserve and maintain all of such Grantor's rights in the Copyrights that are or shall be necessary in the operation of such Grantor's business, including, without limitation, making timely filings for renewals and extensions of registered Copyrights and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by the Grantors. Neither the Agent nor the Lenders shall have any duty with respect to the Copyrights other than to act lawfully and without gross negligence or willful misconduct. Without limiting the generality of the foregoing, neither the Agent nor the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Copyrights against any other parties, but the Agent may do so at its option upon the occurrence and during the continuance of

an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the account of the Grantors and shall be added to the Obligations.

10. Patents and Marks.

(a) Royalties. Each Grantor hereby agrees that any rights granted hereunder to the Lenders with respect to Patents and Marks shall be applicable to all territories in which any Grantor has the right to use such Patents and Marks, from time to time, and without any liability for royalties or other related charges from the Lenders to any Grantor.

(b) Restrictions on Future Agreements. No Grantor will, without the Agent's prior written consent, which shall not be unreasonably withheld, abandon any Patent or Mark in which any Grantor now owns or hereafter acquires any rights or interests or enter into any agreement, including, without limitation, any license agreement, which is inconsistent with Grantor's obligations under this Agreement, and each Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would customarily be taken by a Person in the same business and in similar circumstances as such Grantor.

(c) Duties of Grantor. Each Grantor shall have the duty to (i) prosecute diligently any patent application or trademark application pending as of the date hereof or thereafter until the Obligations shall have been indefeasibly paid in full, no Commitment remains outstanding and no Letter of Credit remains outstanding, (ii) upon the occurrence and during the continuance of an Event of Default, make application on unpatented but patentable inventions owned by such Grantor and on Marks, as the case may be, as the Agent reasonably deems appropriate, (iii) file and prosecute opposition and cancellation proceedings and (iv) take all reasonable action necessary to preserve and maintain all rights in patent applications of the Patents and in applications for registrations of the Marks. Any expenses incurred in connection with such applications shall be borne by the Grantors. No Grantor shall abandon any right to file a Patent application or Mark application without the consent of the Agent. Each Grantor shall give proper statutory notice in connection with its use of each such Mark to the extent necessary for the protection of each of the Marks. Each Grantor shall notify the Agent of any suits it commences to enforce the Patents and Marks and shall provide the Agent with copies of any documents reasonably requested by the Agent relating to such suits.

11. Grantor's Representations and Warranties. Each Grantor represents and warrants as follows:

(a) (i) The locations listed on Schedule D attached hereto and made a part hereof constitute all locations at which Inventory and/or Equipment are located; (ii) the chief executive office of such Grantor, where such Grantor keeps its records concerning the Collateral and the chattel paper evidencing the Collateral, is located at the address set forth on Schedule E attached hereto and made a part hereof; (iii) all records concerning any Account, any Material Contract and all originals of all contracts and other writings which evidence any Account are located at the addresses listed on Schedule E attached hereto; (iv) the Grantors have exclusive possession and control of the Equipment and the Inventory.

(b) Each Grantor is the legal and beneficial owner of the Collateral free and clear of all Liens except for Liens permitted by Section 6.3 of the Credit Agreement. Each Grantor has the power, authority and legal right to grant the security interests in the Collateral purported to be granted hereby, and to execute, deliver and perform this Agreement. The pledge of the Collateral pursuant to this Agreement creates a valid security interest in the Collateral. Upon the filing of appropriate financing statements in the filing offices set forth on Schedule G attached hereto, the recordation of appropriate documentation with the United States Copyright Office and the United States Patent and Trademark Office, as applicable, the giving of a Limited Liability Company Notice to the Pledged Entities and the delivery to the Agent of the Certificates, as the case may be, the Secured Parties will have a first-priority (except for any Liens or security interests permitted under Section 6.3 of the Credit Agreement which have priority by operation of law) perfected security interest in the Collateral.

(c) The Pledged Securities and the Pledged Limited Liability Company Interests have been duly authorized and validly issued and are fully paid and nonassessable.

(d) No consent of any Person, including any partner in a partnership with respect to which any Grantor has pledged its interest as a Pledged Partnership Interest or any member in a Pledged Entity, is required for the pledge by such Grantor of the Collateral.

(e) The Pledged Securities described on Schedule A attached hereto constitute (i) all of the shares of capital stock of any Person (other than an Unrestricted Subsidiary) owned by any Grantor and (ii) that percentage of the issued and outstanding shares of the respective issuers thereof indicated on Schedule A attached hereto, and there is no other class of shares issued and outstanding of the respective issuers thereof except as set forth on Schedule A attached hereto. The Pledged Partnership Interests described on Schedule A attached hereto constitute all of the partnerships or joint ventures in which any Grantor has an interest (other than any interest in an Unrestricted Subsidiary), and each Grantor's respective percentage interest in each such partnership or joint venture is as set forth on such Schedule A attached hereto. The Pledged Limited Liability Company Interests described on Schedule A attached hereto constitute all of the Limited Liability Company Interests of each Grantor (other than any interest in an Unrestricted Subsidiary) and each Grantor's respective percentage interest in each such Pledged Entity is as set forth on Schedule A attached hereto.

(f) Subject to Section 16(j) hereof, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority (other than such authorizations, approvals and other actions as have already been taken and are in full force and effect) is required (A) for the pledge of the Collateral or the grant of the security interest in the Collateral by the Grantors hereby or for the execution, delivery or performance of this Agreement by the Grantors, or (B) for the exercise by the Agent of the voting rights in the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests or of any other rights or remedies in respect of the Collateral hereunder except as may be required in connection with any disposition

of Collateral consisting of securities by laws affecting the offering and sale of securities generally.

(g) Each Grantor has good and marketable title to all of its real and personal properties and assets, free and clear of any Liens, except the security interests granted to the Agent for the benefit of the Lenders hereunder. Schedule B attached hereto lists all Intellectual Property owned, licensed, leased, controlled or applied for by each Grantor, together with relevant identifying information with respect to such intellectual property describing, among other things, the date of creation and the method of protection against adverse claims. To the best of each Grantor's knowledge, no claim has been asserted and is pending by any Person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, nor does such Grantor know of any valid basis for any such claim. To the best of each Grantor's knowledge, the use of such Intellectual Property by such Grantor does not infringe on the rights of any Person, nor, to the best of each Grantor's knowledge, does the use by other Persons of such Intellectual Property infringe on the rights of such Grantor.

(h) The deposit accounts listed on Schedule F attached hereto and made a part hereof constitute all deposit accounts maintained by any Grantor.

(i) Each Grantor possesses all Media Licenses necessary or required in the conduct of its businesses and/or the operation of its properties. Each Media License is valid, binding and enforceable on, against and by such Grantor. Each Media License is subsisting without any defaults thereunder or enforceable adverse limitations thereon, and no Media License is subject to any proceedings or claims opposing the issuance, renewal, development or use thereof or contesting the validity thereof. Schedule 3.9 to the Credit Agreement accurately and completely lists each material Media License directly or indirectly owned by any Grantor (including, whether or not otherwise "material", each Media License issued by the FCC, and further including all pending applications and renewals therefor), together with relevant identifying information describing such Media License.

12. Grantor's Covenants. In addition to the other covenants and agreements set forth herein and in the other Loan Documents, each Grantor covenants and agrees as follows:

(a) Such Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the Collateral owned by it, except those with respect to which the amount or validity is being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of such Grantor.

(b) The Collateral will not be used in violation of any material law, regulation or ordinance or any Requirement of Law applicable to such Grantor, nor used in any way that will void or impair any insurance required to be carried in connection therewith.

(c) Such Grantor will keep the Collateral in reasonably good repair, working order and operating condition (normal wear and tear excluded), and from time to time

make all necessary and proper repairs, renewals, replacements, additions and improvements thereto and, as appropriate and applicable, will otherwise deal with the Collateral in all such ways as are considered customary practice by owners of like property.

(d) Such Grantor will take all reasonable steps to preserve and protect the Collateral.

(e) Such Grantor will maintain all insurance coverage required pursuant to the Loan Documents.

(f) Such Grantor will promptly notify the Agent in writing in the event of any material damage to the Collateral from any source whatsoever.

(g) No Grantor will (i) establish any location of Inventory or Equipment not listed on Schedule D hereto, (ii) move its principal place of business, chief executive offices or any other office listed on Schedule E hereto or (iii) adopt, use or conduct business under any trade name or other corporate or fictitious name not disclosed on Schedule C hereto, except upon not less than 30 days prior notice to the Agent and such Grantor's prior compliance with all applicable requirements of Section 5 hereof necessary to perfect the Lender's security interest hereunder.

(h) No Grantor shall withdraw as a member of any Pledged Entity, or file or pursue or take any action which may, directly or indirectly, cause a dissolution or liquidation of or with respect to any Pledged Entity or seek a partition of any property of any Pledged Entity.

(i) Subject to the provisions of Section 16(j) hereof, such Grantor agrees to take any action which the Agent may reasonably request in order to obtain from the FCC such approval as may be necessary to enable the Lenders to exercise and enjoy the full rights and benefits granted to them by this Agreement, including the use of such Grantor's best efforts to assist in obtaining the approval of the FCC for any action or transaction contemplated by this Agreement for which such approval is required by law.

13. Agent's Rights Regarding Collateral. At any time and from time to time, the Agent (for the benefit of Secured Party) may, to the extent necessary or desirable to protect the security hereunder, but the Agent shall not be obligated to: (a) (whether or not a Default has occurred) itself or through its representatives, at its own expense, upon reasonable notice and at such reasonable times during usual business hours, visit and inspect any Grantor's properties and examine and make abstracts from any of its books and records at any reasonable time and as often as may reasonably be desired and discuss the business, operations, properties and financial and other condition of any Grantor and its Subsidiaries with officers and employees of any Grantor and its Subsidiaries and with its Accountants or (b) if a Default has occurred and is continuing, at the expense of the Grantors, perform any obligation of any Grantor under this Agreement. At any time and from time to time, at the expense of the Grantors, the Agent (for the benefit of Secured Party) may, to the extent necessary or desirable to protect the security hereunder, but the Agent shall not be obligated to: (i) notify obligors on the Collateral that the

Collateral has been assigned as security to the Agent for the benefit of Secured Party; (ii) at any time and from time to time request from obligors on the Collateral, in the name of each Grantor or in the name of each Secured Party, information concerning the Collateral and the amounts owing thereon; and (iii) after an Event of Default has occurred and is continuing, direct obligors under the contracts included in the Collateral to which any Grantor is party to direct their performance to the Agent or the Lenders. Each Grantor shall keep proper books and records and accounts in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all material dealings and transactions pertaining to the Collateral. The Agent shall at all reasonable times on reasonable notice have full access to and the right to audit any and all of any Grantor's books and records pertaining to the Collateral, and to confirm and verify the value of the Collateral. Neither the Agent nor the Lenders shall be under any duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral or to make or give any presentments for payment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Obligations. Neither the Agent nor the Lenders shall be under any duty or obligation whatsoever to take any action to protect or preserve the Collateral (except, with respect to Collateral in the possession of the Agent, to the extent set forth in Section 15) or any rights of any Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith. Nothing contained herein or in any Consent shall constitute an assumption by the Lenders of any of the Grantors' obligations under the contracts assigned hereunder unless the Agent shall have given written notice to the counterparty to such assigned contract of the Lenders' intention to assume such contract. Each Grantor shall continue to be liable for performance of its obligations under such contracts.

Nothing contained herein shall be construed to make the Agent or any Lender liable as a member of any Pledged Entity or partner in any partnership with respect to which any Grantor has pledged its interest as a Pledged Limited Liability Company Interest or a Pledged Partnership Interest, and the Agent or any Lenders by virtue of this Agreement or otherwise (except as referred to in the following sentence) shall not have any of the duties, obligations or liabilities of a member of any Pledged Entity or partner in such partnership. The parties hereto expressly agree that, unless the Agent shall become the absolute owner of a Pledged Limited Liability Company Interest or Pledged Partnership Interest pursuant hereto, this Agreement shall not be construed as creating a partnership or joint venture among the Agent, any Lender and/or any Grantor. Except as provided in the immediately preceding sentence, the Agent, by accepting this Agreement, did not intend to become a member of any Pledged Entity or partner in any partnership with respect to which any Grantor has pledged its interest as a Pledged Limited Liability Company Interest or a Pledged Partnership Interest, or otherwise be deemed to be a co-venturer with respect to any Grantor or any Pledged Entity or partner in any such partnership, either before or after an Event of Default shall have occurred.

14. Collections on the Collateral. Except as provided to the contrary in the Credit Agreement, each Grantor shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, at the option of the Agent, each Grantor's right to

make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by each such Grantor in trust for Secured Party and immediately delivered in kind to the Agent (duly endorsed to the Agent, if required), to be applied to the Obligations or held as Collateral, as the Agent shall elect. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Agent or the Lenders or in the name of any Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and each Grantor hereby authorizes the Agent to affix, by facsimile signature or otherwise, the general or special endorsement of any Grantor, in such manner as the Agent shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by the Agent without appropriate endorsement, and the Agent and any collecting bank are hereby authorized, to the extent permitted by applicable law, to consider such endorsement to be a sufficient, valid and effective endorsement by such Grantor, to the same extent as though it were manually executed by the duly authorized representative of such Grantor, regardless of by whom or under what circumstances or by what authority such endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and each Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

15. Possession of Collateral by Agent. All the Collateral now, heretofore or hereafter delivered to the Agent shall be held by the Agent in its possession, custody and control. Any or all of the Collateral delivered to the Agent constituting cash or cash equivalents shall, prior to the occurrence of any Event of Default, be held in an interest-bearing account with one or more of the Lenders, and shall be, upon request of the Grantor owning it, invested in investments permitted by Section 6.7(d) of the Credit Agreement. Nothing herein shall obligate the Agent to obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in the Agent's possession, custody or control, the Agent may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of such Grantor's obligations with respect thereto, or otherwise, and, subject to the terms of Section 9.7 of the Credit Agreement, any or all of the Collateral delivered to the Agent constituting cash or cash equivalents shall be applied by the Agent to payment of the Obligations to the extent permitted by the terms of the Credit Agreement or otherwise held as Collateral as the Agent shall elect. The Agent may at any time deliver or redeliver the Collateral or any part thereof to such Grantor, and the receipt of any of the same by such Grantor shall be complete and full acquittance for the Collateral so delivered, and the Agent thereafter shall be discharged from any liability or responsibility arising after such delivery to such Grantor. So long as the Agent exercises reasonable care with respect to any Collateral in its possession, custody or control, neither the Agent nor the Lenders shall have any liability for any loss of or damage to any Collateral, and in no event shall the Agent or the Lenders have liability for any diminution in value of Collateral occasioned by economic or market conditions or events, absent the gross negligence or willful misconduct of the Agent or any of the Lenders. The Agent shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of the Agent is accorded treatment substantially equal to that which the Agent

accords similar property for its own account, it being understood that neither the Agent nor the Lenders shall have any responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Agent or any Lender has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

16. Remedies.

(a) Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall be in default hereunder and the Agent for the benefit of the Secured Party shall have, in any jurisdiction where enforcement is sought, in addition to all other rights and remedies that the Agent on behalf of Secured Party may have under this Agreement and under applicable laws or in equity, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any such jurisdiction in effect at that time, and in addition the following rights and remedies, all of which may be exercised with or without further notice to any Grantor except such notice as may be specifically required by applicable law: (a) to foreclose the Liens and security interests created hereunder or under any other Loan Document by any available judicial procedure or without judicial process; (b) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (c) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (d) to notify obligors on the Collateral that the Collateral has been assigned to the Agent for the benefit of Secured Party and that all payments thereon, or performance with respect thereto, are to be made directly and exclusively to the Agent for the account of Secured Party or as the Agent shall otherwise instruct; (e) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (f) to enter into any extension, reorganization, disposition, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith the Agent may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral as the Agent reasonably deems appropriate and is commercially reasonable; (g) to settle, compromise or release, on terms acceptable to the Agent, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (h) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of the Agent for the benefit of Secured Party or in the name of any Grantor; (i) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of Secured Party or in the name of any Grantor, any and all steps, actions, suits or proceedings deemed necessary or reasonably desirable by the Agent to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and each Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by the Lenders which may release any obligor from personal liability on any of the Collateral, and each Grantor waives (such waiver not to affect the Agent's agreement to give notice of sale in certain circumstances pursuant to Section 16(d)), to the extent permitted by applicable law, any right to receive notice of any public or private judicial or nonjudicial sale or foreclosure of any security or any of the Collateral, and any money or other

property received by the Agent in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by the Agent or any Grantor may be applied by the Agent, without notice to any Grantor, to the Obligations in such order and manner as the Agent in its sole discretion shall determine; (j) to insure, protect and preserve the Collateral; (k) to exercise all rights, remedies, powers or privileges provided under any of the Loan Documents; and (l) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and the Agent may, at the cost and expense of each Grantor, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and the Agent shall be deemed to have a rent-free tenancy of any premises of each Grantor for such purposes and for such periods of time as reasonably required by the Agent. Each Grantor will, at the Agent's request, assemble the Collateral and make it available to the Agent at places which the Agent may designate, whether at the premises of any Grantor or elsewhere, and will make available to the Agent, free of cost, all premises, equipment and facilities of any Grantor for the purpose of the Agent's taking possession of the Collateral or storing the same or removing or putting the Collateral in salable form or selling or disposing of the same.

Nothing herein contained shall be construed to give the Agent or the Lenders or any purchaser of the Collateral the right to operate any of the Stations without the prior consent of the FCC, to the extent required by law or the terms of any Media License.

(b) Possession by Agent. Upon the occurrence and during the continuance of an Event of Default, the Agent also shall have the right, without notice or demand (other than any notice required by Section 7 of the Credit Agreement), either in person, by agent or by a receiver to be appointed by a court in accordance with the provisions of applicable law (and each Grantor hereby expressly consents, to the fullest extent permitted by applicable law, upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and, to the extent permitted by applicable law, without regard to the adequacy of any security for the Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof. The taking possession of the Collateral by the Agent shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

(c) Sale of Collateral. Any public or private sale or other disposition of the Collateral may be held at any office of the Agent, or at any Grantor's place of business, or at any other place permitted by applicable law, and without the necessity of the Collateral's being within the view of prospective purchasers. The Agent may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine provided such sale is commercially reasonable, and each Grantor expressly waives, to the extent permitted by applicable law, any right to direct the order and manner of sale of any Collateral. The Agent or any Person acting on the Agent's behalf may bid and purchase at any such sale or other disposition. In addition to the other rights of the Agent and the Lenders hereunder, each Grantor

hereby grants to the Agent and the Lenders a license or other right to use, without charge, any Grantor's labels, copyrights, patents, rights of use of any name, trade names, trademarks and advertising matter, or any property of a similar nature, including, without limitation, the Copyrights, the Patents and the Marks in advertising for sale and selling any Collateral.

(d) Notice of Sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent will give each Grantor reasonable notice of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. The requirement of reasonable notice conclusively shall be met if such notice is mailed, certified mail, postage prepaid, to each Grantor at its address set forth on the signature page hereto or delivered or otherwise sent to each Grantor, at least 10 Business Days before the date of the sale. Each Grantor expressly waives, to the fullest extent permitted by applicable law, any right to receive notice of any public or private sale of any Collateral or other security for the Obligations except as expressly provided for in this paragraph. The Agent shall not be obligated to make any sale of the Collateral if it shall determine not to do so regardless of the fact that notice of sale of the Collateral may have been given. The Agent may, without notice or publication, except as required by applicable law, adjourn the sale from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice (except as required by applicable law), be made at the time and place to which the same was so adjourned.

(e) Private Sales. With respect to any Collateral consisting of securities, partnership interests, membership interests, joint venture interests or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable laws, the Agent may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as the Agent may deem necessary or advisable in order that the sale may be lawfully conducted in a commercially reasonable manner. Without limiting the foregoing, the Agent may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, each Grantor agrees to the extent permitted by applicable law that if such Collateral is sold for a price which is commercially reasonable, then (A) none of the Grantors shall be entitled to a credit against the Obligations in an amount in excess of the purchase price, and (B) the Lenders shall not incur any liability or responsibility to any Grantor in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Each Grantor recognizes that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by the Agent of any such Collateral for an amount less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

(f) Title of Purchasers. Upon consummation of any sale of Collateral hereunder, the Agent on behalf of Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of any Grantor or

any other Person claiming through any Grantor, and each Grantor hereby waives (to the extent permitted by applicable laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, the Agent shall not be required to apply any portion of the sale price to the Obligations until such amount actually is received by the Agent, and any Collateral so sold may be retained by the Agent until the sale price is paid in full by the purchaser or purchasers thereof. Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

(g) Disposition of Proceeds of Sale.

(i) The proceeds resulting from the collection, liquidation, sale or other disposition of the Collateral shall be applied, first, to the reasonable costs and expenses (including reasonable attorneys' fees) of retaking, holding, storing, processing and preparing for sale, selling, collecting and liquidating the Collateral, and the like; second, to the satisfaction of all Obligations; and third, any surplus remaining after the satisfaction of all Obligations, provided no Commitment exists and no Letter of Credit remains outstanding, to be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(ii) For purposes of applying amounts in accordance with this subsection, the Agent shall be entitled to rely upon any Secured Party that has entered into an Interest Rate Agreement with the Borrower for a determination (which such Secured Party agrees to provide or cause to be provided upon the request of the Agent) of the outstanding Obligations owed to such Secured Party under any such Interest Rate Agreement. Unless it has actual knowledge (including by way of written notice from any such Secured Party) to the contrary, the Agent, in acting hereunder, shall be entitled to assume that no Interest Rate Agreements or Obligations in respect thereof are in existence between any Secured Party and the Borrower.

(h) Certain Waivers. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands against the Agent and the Lenders arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof, except to the extent any such claims, damages and awards arise out of the gross negligence or willful misconduct of the Agent or the Lenders.

(i) Remedies Cumulative. The rights and remedies provided under this Agreement are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided by law or equity.

(j) Compliance with Communications Act and FCC Rules and Regulations.

(i) Notwithstanding any other provision of this Agreement, any foreclosure on, sale, transfer or other disposition of, or the exercise of any right to vote or consent with respect to, any of the Collateral as provided herein or any other action taken or proposed to be taken by the Agent hereunder which would affect the operational, voting

or other control of any entity holding a Media License shall be made in accordance with the Communications Act of 1934, as amended, the terms of each Media License, and any applicable rules and regulations of the FCC, including, to the extent applicable under rules and regulations of the FCC in effect at the time of a Default, any requirement that there be a public or private sale.

(ii) Notwithstanding anything to the contrary contained in this Agreement, or in the Credit Agreement or the other Loan Documents or in any other related instrument, the Agent shall not, without first obtaining any consent or approval of the FCC, take any action pursuant to this Agreement which would constitute or result in any change of control of a Subsidiary holding a Media License if any such change in control would require, under then existing law, the prior approval of the FCC.

(iii) If an Event of Default shall have occurred and be continuing, each Grantor shall take any action which the Agent may reasonably request in the exercise of its rights and remedies under this Agreement in order to transfer and assign to the Agent or to one or more third parties as the Agent may designate, or to a combination of the foregoing, the Collateral for the purposes of a public or private sale. To enforce the provisions of this Section 16, the Agent is empowered to request, and each Grantor agrees to authorize, the appointment of a receiver or trustee from any court of competent jurisdiction. Such receiver or trustee shall be instructed to seek from the FCC (and any other Governmental Authority, if required) its consent to an involuntary transfer of control or assignment of any Media License or of any entity whose stock, partnership interests or other securities are subject to this Agreement, for the purpose of seeking a bona fide purchaser to whom such Media License or control of such entity ultimately will be transferred or assigned in connection with a public or private sale. Each Grantor hereby agrees to authorize (including each Grantor's execution of any necessary or appropriate applications or other instruments) such an involuntary transfer of control or assignment upon the reasonable request of the receiver or trustee so appointed; and, if a Grantor's approval is required by the court and such Grantor shall refuse to authorize such transfer or assignment, then, to the extent permitted by the Communications Act and the rules and regulations of the FCC in effect at such time and provided that such Grantor has been given 5 Business Days' prior written notice telecopied to its telecopier number set forth on the signature page hereof and such Grantor has not responded by executing any such applications or other instruments, the clerk of the court may execute in the place of such Grantor any application or other instrument necessary or appropriate for the obtaining of such consent. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall further use its best efforts to assist in obtaining the approval of the FCC (and that required by any other Governmental Authority) for any action or transaction contemplated by this Agreement, including without limitation, the preparation, execution and filing with the FCC of the assignor's or transferor's portion of any application or applications for consent to the assignment of any Media License or transfer of control of any entity holding or controlling any Media License as may be necessary or appropriate under the FCC's rules and regulations for approval of the transfer or assignment of any portion of the Collateral or any Media License. Each Grantor further agrees that, because of the unique nature of its undertaking in this Section 16, the same may be specifically enforced, and it hereby waives, and agrees to waive, any claim or defense that the Agent

or the Lenders would have an adequate remedy at law for the breach of this undertaking and any requirement for the posting of bond or other security. This Section 16 shall not be deemed to limit any other rights of the Agent and the Lenders available under applicable law and consistent with the Communications Act of 1934, as amended, and the applicable rules and regulations of the FCC.

(k) Notice. The Agent shall use reasonable efforts to give each Grantor prior written notice of the exercise of any remedy provided for herein, provided that the failure to give such notice after reasonable efforts shall not subject the Agent or any Lender to liability and shall not affect the validity or exercise of any remedy hereunder.

17. Agent Appointed Attorney-in-Fact. To the full extent permitted by applicable law, including the Communications Act and FCC regulations, and subject to Section 16(j) hereof, each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, effective upon and during continuance of an Event of Default, with full authority in the place and stead of such Grantor, and in the name of such Grantor, or otherwise, from time to time, in the Agent's sole and absolute discretion to do any of the following acts or things: (a) to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected the security interests created by this Agreement and to preserve, maintain and protect the Collateral; (b) to do any and every act which such Grantor is obligated to do under this Agreement; (c) to prepare, sign, file and record, in such Grantor's name, any financing statement covering the Collateral; (d) to endorse and transfer the Collateral upon foreclosure by the Agent; (e) to grant or issue an exclusive or nonexclusive license under the Copyrights, the Programs, the Patents or the Marks to anyone upon foreclosure by the Agent; (f) to assign, pledge, convey or otherwise transfer title in or dispose of the Copyrights, the Programs, the Patents or the Marks to anyone upon foreclosure by the Agent; and (g) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the protection or enforcement of any of the rights of the Lenders with respect to any of the Copyrights, the Programs, the Patents and the Marks; provided, however, that the Agent shall be under no obligation whatsoever to take any of the foregoing actions, and neither the Agent nor the Lenders shall have any liability or responsibility for any act or omission (other than the Agent's or the Lenders' own gross negligence or willful misconduct) taken with respect thereto. Each Grantor hereby agrees to repay within 10 Business Days after demand all reasonable out-of-pocket costs and expenses (including attorneys' fees) incurred or expended by the Agent in exercising any right or taking any action under this Agreement.

18. Costs and Expenses. Each Grantor agrees to pay to the Agent all reasonable costs and out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Agent in the enforcement or attempted enforcement of this Agreement, whether or not an action is filed in connection therewith, and in connection with any waiver or amendment of any term or provision hereof. All reasonable advances, charges, costs and expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Agent in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any Obligation of any Grantor under the Loan Documents), or in the enforcement or attempted enforcement thereof, shall be secured hereby and shall become a part of the Obligations and shall be due and payable to the Agent by the Grantors on demand therefor.

19. Transfers and Other Liens. Each Grantor agrees that, except as specifically permitted under the Credit Agreement or any other Loan Document, it will not (i) sell, assign, exchange, transfer or otherwise dispose of, or contract to sell, assign, exchange, transfer or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Liens in favor of the Agent for the benefit of the Lenders or otherwise permitted under the Credit Agreement or any other Loan Document.

20. Understandings With Respect to Waivers and Consents. Each Grantor warrants and agrees that each of the waivers and consents set forth herein are made with full knowledge of their significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which a Grantor otherwise may have against Secured Party or others, or against any Collateral. If any of the waivers or consents herein are determined to be unenforceable under applicable law, such waivers and consents shall be effective to the maximum extent permitted by law.

21. Indemnity. Each Grantor agrees to indemnify the Agent and the Lenders from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the Agent's or the Lenders' gross negligence or willful misconduct.

22. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor herefrom (other than supplements to the Schedules hereto in accordance with the terms of this Agreement) shall in any event be effective unless the same shall be in writing and made in accordance with Section 9.1 of the Credit Agreement, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

23. Notices. All notices and other communications provided for hereunder shall be given in the manner set forth in Section 9.2 of the Credit Agreement, and if to the Agent, to the address set forth for it in Section 9.2 of the Credit Agreement and if to any Grantor, to the address set forth for it on the signature page hereof.

24. Continuing Security Interest; Transfer of Notes; Termination. Except as provided in Section 25, this Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until indefeasible payment in full in cash of the Obligations and the termination or expiration of the Commitments and the Letters of Credit, (ii) be binding upon each Grantor, its successors and assigns and (iii) inure, together with the rights and remedies of the Lenders hereunder, to the benefit of the Agent, any successor Agent and the Lenders, subject to the terms and conditions of the Credit Agreement. Subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans, Commitments, participations in Letters of Credit or any rights in Collateral held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Agent or Lender herein or otherwise. Nothing set forth herein or in any other Loan Document is intended or shall be construed to give to any other party any right, remedy or claim under, to or in respect of this Agreement or any other Loan Document or

any Collateral. A Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefor, provided that, except as otherwise permitted under the Credit Agreement or any other Loan Document, none of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Lenders.

25. Release of Grantor (a) This Agreement and all obligations of each Grantor hereunder and all security interests granted hereby shall be released and terminated when all Obligations have been indefeasibly paid in full in cash and when all Commitments and all Letters of Credit have expired or have otherwise been terminated. Upon such release and termination of all Obligations and such expiration or termination of all Commitments and all Letters of Credit and the security interest hereunder, all rights in and to the Collateral pledged or assigned by each Grantor hereunder shall automatically revert to such Grantor, and the Agent and the Lenders shall return any pledged Collateral in their possession to such Grantor, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to such Grantor, or to the Person or Persons legally entitled thereto, and to evidence or document the release of the interests of Secured Party arising under this Agreement, all as reasonably requested by, and at the sole expense of, each such Grantor.

(b) The Agent agrees that if an Asset Disposition permitted under the Credit Agreement occurs with respect to any Collateral, the Agent shall release such Collateral that is the subject of such Asset Disposition to the pledging Grantor free and clear of the Lien and security interest under this Agreement, provided that so long as any Obligations remain outstanding under the Credit Agreement or any Commitment or Letter of Credit remains outstanding, the Agent shall have no obligation to make such release until arrangements reasonably satisfactory to it have been made for delivery to it of any Net Proceeds of any Asset Disposition required to be used to prepay the Obligations pursuant to Section 2.7(a) of the Credit Agreement.

26. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REFERENCE TO ITS CHOICE OF LAW PROVISIONS), EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION.

27. Covenant Not to Issue Uncertificated Securities. Each Grantor represents and warrants to the Lenders that all of the Pledged Securities are in certificated form (as contemplated by Article 8 of the Uniform Commercial Code), and covenants to the Lenders that it will not permit any of its Subsidiaries which are issuers of Pledged Securities to issue any securities in uncertificated form or seek to convert all or any part of any Pledged Securities into uncertificated form (as contemplated by Article 8 of the Uniform Commercial Code).

28. Covenant Not to Dilute Interests of Secured Party in Securities. Each Grantor represents, warrants and covenants to Secured Party that it will (i) not at any time cause or permit

any Subsidiary that is an issuer of Pledged Securities to issue any additional capital stock or any warrant options or other rights to acquire any additional capital stock, other than to a Grantor or as otherwise permitted under the Credit Agreement and (ii) pledge to the Agent in accordance with the terms hereof, immediately upon its acquisition (directly or indirectly) thereof, any and all additional shares of stock or other securities of each issuer of the Pledged Securities.

29. Form of Pledged Limited Liability Interests/Covenant Not to Dilute. Each Grantor represents, warrants and covenants to Secured Party that all of the Pledged Limited Liability Company Interests are in the form (certificated or uncertificated) indicated on Schedule A attached hereto (as contemplated by Article 8 of the Uniform Commercial Code), and covenants to the Lenders that it will (i) not at any time cause or permit any Pledged Entities to issue any additional membership interests or any other rights or options to acquire any additional limited liability company interests, other than to a Grantor or as otherwise permitted under the Credit Agreement, and (ii) pledge to the Agent in accordance with the terms hereof, immediately upon its acquisition (directly or indirectly) thereof, any and all additional Limited Liability Company Interests of each Pledged Entity.

30. Consent and Amendment regarding Operating Agreements. Certain Grantors are members of one or more limited liability companies which are, in turn, Grantors hereunder. The operating agreements governing such entities may, in certain cases, restrict transfer of the membership interests in such entities. In furtherance and not in limitation of the terms of this Agreement, each Grantor which is a member in a limited liability company Subsidiary hereby consents (i) to the pledge of membership interest(s) by the members of such entity to the Agent, (ii) to any assignment of the Agent's rights therein and (iii) to the exercise by the Agent of its rights and remedies in connection therewith, in each case in accordance with the terms of the Loan Documents and without regard to any restrictions on such pledge, assignment or exercise in such entity's operating agreement, any and all such contrary provisions in such operating agreement being deemed hereby amended to the extent necessary to conform with this Section 30. In addition, those Grantors which are members of Entravision Communications Company, L.L.C., a Delaware limited liability company ("Entravision LLC"), hereby agree, in furtherance of the foregoing, that each reference to the "Credit Facility" in Section 6 of the operating agreement shall be deemed to be a reference to the Credit Agreement.

31. Independent and Separate Obligations. The obligations of each Grantor hereunder are independent of the obligations of the Borrower and the other Grantors and are joint and several and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against any Grantor whether or not such Grantor is the alter ego of the Borrower, and whether or not the Borrower or any other Grantor is joined therein or a separate action or actions is brought against the Borrower or any other Grantor. The Lenders' rights hereunder shall not be exhausted until all of the Obligations have been fully paid and performed.

32. Alternative Dispute Resolution. Section 14 of the Guarantee is incorporated herein by this reference, provided, however, that all references therein to "Guarantee" shall mean and be a reference to "Agreement", all references therein to "Guarantor" shall mean and be a reference to "Grantor" and all references therein to "Section 14" shall mean and be a reference to "Section 32".

33. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

34. Copies of Certificates, Etc. Whenever a Grantor is required to deliver notices, certificates, opinions, statements or other information hereunder to the Agent for delivery to any Lender, it shall do so in such number of copies as the Agent shall reasonably specify.

IN WITNESS WHEREOF, each Grantor has executed this Agreement by its duly authorized representative(s) as of the date first written above.

Address for Notices to the Grantors:

2425 Olympic Boulevard, Suite 6000 West
Santa Monica, California 90404

Telecopier: (310) 447-3899

Attention: Jeanette Tully

GOLDEN HILLS BROADCASTING
CORPORATION, a Delaware corporation

By: 

Name: Walter F. Ulloa

Title: President

By: 

Name: Philip C. Wilkinson

Title: Vice-President

LAS TRES PALMAS CORPORATION, a
Delaware corporation

By: 

Name: Walter F. Ulloa

Title: President

By: 

Name: Paul A. Zevnik

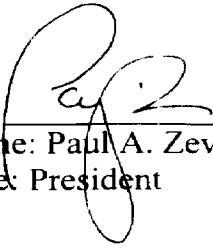
Title: Secretary

TIERRA ALTA BROADCASTING, INC., a
Delaware corporation

By: 

Name: Walter F. Ulloa

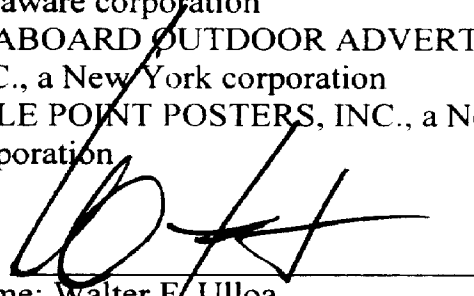
Title: Chief Executive Officer

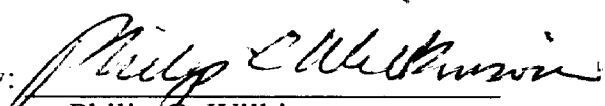
By: 
Name: Paul A. Zevnik
Title: President

CABRILLO BROADCASTING CORPORATION,
a California corporation
KSMS-TV, INC., a Delaware corporation
VALLEY CHANNEL 48, INC., a Texas
corporation
TELECORPUS, INC., a Texas corporation
LOS CEREZOS TELEVISION COMPANY, a
Delaware corporation
LATIN COMMUNICATIONS GROUP INC., a
Delaware corporation
COMERCIALIZADORA FRONTERA NORTE,
S.A. DE C.V., a Mexican corporation
26 DE MEXICO S.A. DE C.V., a Mexican
corporation
ENTRAVISION SAN DIEGO, INC., a California
corporation
THE COMMUNITY BROADCASTING
COMPANY OF SAN DIEGO, a California
corporation
LATIN COMMUNICATIONS INC., a Delaware
corporation
VEA ACQUISITION CORP., a Delaware
corporation
LATIN COMMUNICATIONS EXCL INC., a
Delaware corporation
EXCL HOLDINGS, INC., an Illinois corporation
EXCL COMMUNICATIONS, INC., an Illinois
corporation
MERIDIAN COMMUNICATIONS COMPANY, a
Nevada corporation
SEXTANT BROADCASTING COMPANY, a
Nevada corporation
NORTE BROADCASTING OF COLORADO,
INC., an Illinois corporation
SUR BROADCASTING OF COLORADO, INC.,
an Illinois corporation
SUR BROADCASTING OF NEW MEXICO,
INC., a New Mexico corporation
NORTE BROADCASTING OF NEW MEXICO,
INC., a New Mexico corporation
METRO MIX, INC., an Illinois corporation
RADIO EXITO, INC., a Nevada corporation

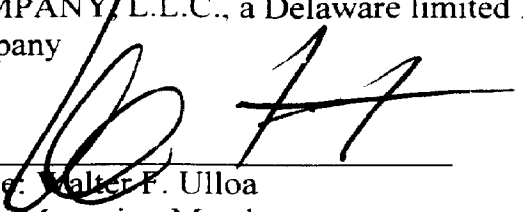
PACIFICO BROADCASTING, INC., a California corporation
SUR BROADCASTING, INC., a California corporation
NORTE BROADCASTING, INC., a California corporation
EMBARCADERO MEDIA, INC., a Delaware corporation
PORTLAND RADIO INC., a Washington corporation
RIVERSIDE RADIO, INC., a California corporation
EMI SACRAMENTO RADIO, INC., a California corporation
EMI LOS ANGELES RADIO, INC., a California corporation
NORTE BROADCASTING OF NEVADA, INC., a Nevada corporation
Z-SPANISH MEDIA CORPORATION, a Delaware corporation
Z-SPANISH RADIO NETWORK, INC., a California corporation
NEW WNDZ, INC., an Indiana corporation
NEWKKSJ, INC., a California corporation
NEWKGOL, INC., a Texas corporation
PERSONAL ACHIEVEMENT RADIO, INC., a Delaware corporation
KPPC RADIO, INC., a California corporation
KZSA BROADCASTING, INC., a California corporation
KZLZ BROADCASTING, INC., an Arizona corporation
KZFO BROADCASTING, INC., a California corporation
KZPZ BROADCASTING, INC., an Arizona corporation
KZPZ LICENSE CORPORATION, an Arizona corporation
KZMS BROADCASTING, INC., a California corporation
KZST BROADCASTING, INC., a California corporation
KTLR BROADCASTING, INC., a Texas corporation
KZSL BROADCASTING, INC., a California corporation

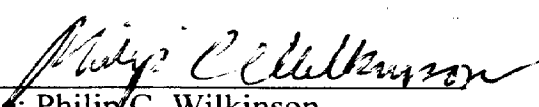
KHZZ BROADCASTING, INC., a California corporation
WLQY BROADCASTING, INC., a Delaware corporation
GLENDALE BROADCASTING, INC., an Arizona corporation
AZLE BROADCASTING, INC., a Texas corporation
WZCO BROADCASTING, INC., an Illinois corporation
WRZA BROADCASTING, INC., an Illinois corporation
KZCO BROADCASTING, INC., a California corporation
OROVILLE RADIO, INC., a California corporation
KRVA BROADCASTING, INC., a Texas corporation
RADIO PLANO, INC., a Texas corporation
VISTA MEDIA GROUP, INC., a Delaware corporation
VISTA OUTDOOR ADVERTISING, INC. (N.Y.), a Delaware corporation
VISTA OUTDOOR ADVERTISING, INC. (N.J.), a Delaware corporation
VISTA OUTDOOR ADVERTISING, INC. (CAL.), a Delaware corporation
VISTA MEDIA GROUP OF NEW YORK, INC., a Delaware corporation
SEABOARD OUTDOOR ADVERTISING CO., INC., a New York corporation
SALE POINT POSTERS, INC., a New York corporation

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

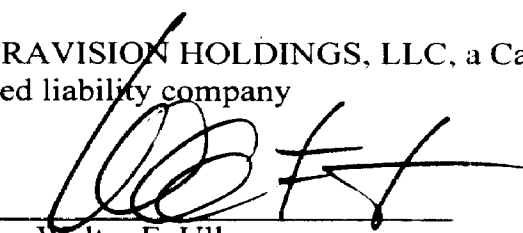
By: 
Name: Philip C. Wilkinson
Title: President and Chief Operating Officer

ENTRAVISION COMMUNICATIONS
COMPANY, L.L.C., a Delaware limited liability
company

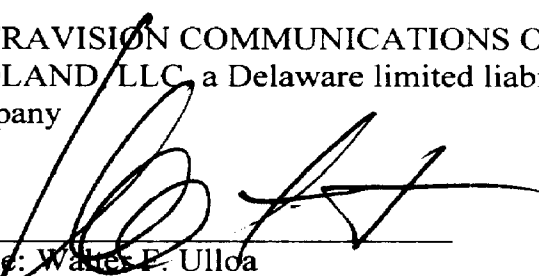
By: 
Name: Walter F. Ulloa
Title: Managing Member

By: 
Name: Philip C. Wilkinson
Title: Managing Member

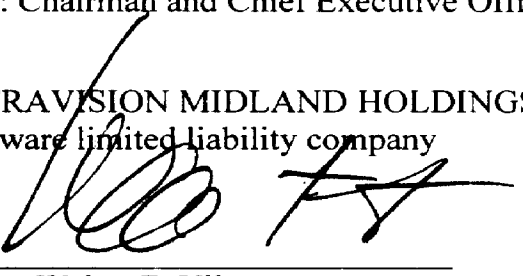
ENTRAVISION HOLDINGS, LLC, a California
limited liability company

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

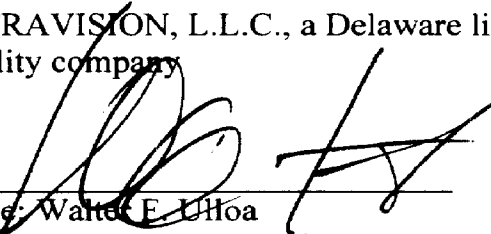
ENTRAVISION COMMUNICATIONS OF
MIDLAND, LLC, a Delaware limited liability
company

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

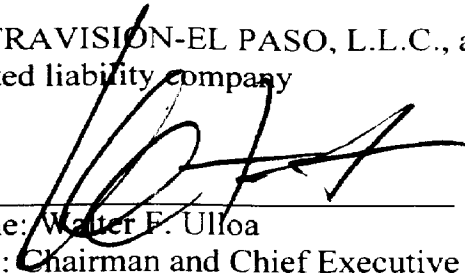
ENTRAVISION MIDLAND HOLDINGS, LLC, a
Delaware limited liability company

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

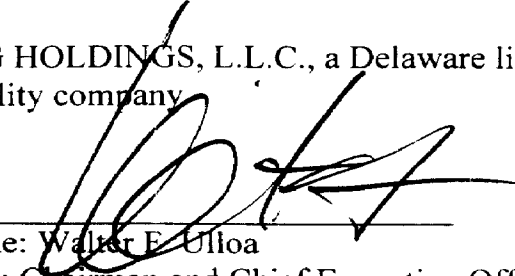
ENTRAVISION, L.L.C., a Delaware limited
liability company

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

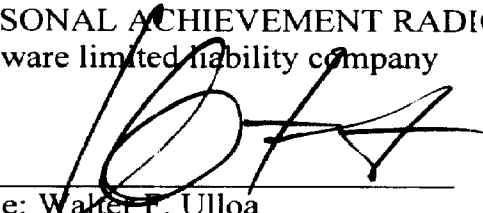
ENTRAVISION-EL PASO, L.L.C., a Delaware limited liability company

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

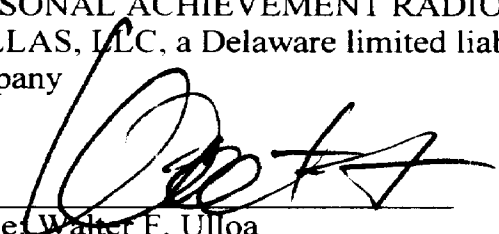
LCG HOLDINGS, L.L.C., a Delaware limited liability company

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

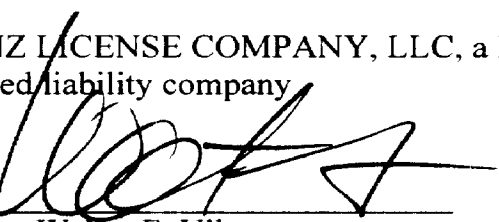
PERSONAL ACHIEVEMENT RADIO, L.L.C., a Delaware limited liability company

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

PERSONAL ACHIEVEMENT RADIO OF DALLAS, LLC, a Delaware limited liability company

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

KLNZ LICENSE COMPANY, LLC, a Delaware limited liability company

By: 
Name: Walter F. Ulloa
Title: Chairman and Chief Executive Officer

**Entravision Communications Corporation
Guarantor Security Agreement**

**Schedule A
Pledged Collateral**

1. Pledged Certificates

<u>Holder*</u>	<u>Issuer</u>	<u>Number of Shares</u>	<u>Percentage Interest in Issuer</u>	<u>Other Classes of Shares</u>
Entravision Communications Company, L.L.C.	Latin Communications Group, Inc.	1,000	100%	None
Entravision Communications Corporation	Z-Spanish Media Corporation	1,000	100%	None
Entravision Communications Corporation	KSMS-TV, Inc.	10,000	100%	None
Entravision Communications Corporation	Tierra Alta Broadcasting, Inc.	10,000	100%	None
Entravision Communications Corporation	Cabrillo Broadcasting Corporation	9,445.7	100%	None
Entravision Communications Corporation	Golden Hills Broadcasting Corporation	6,050	100%	None
Entravision Communications Corporation	Las Tres Palmas Corporation	10,000	100%	None
Entravision Communications Corporation	Valley Channel 48, Inc.	9,558	100%	None
Entravision Communications Corporation	Telecorpus, Inc.	9,750	100%	None
Entravision Communications Corporation	Los Cerezos Television Company	1,000	100%	None
Entravision Communications Corporation	The Community Broadcasting Company of San Diego	2,585,946. 59	95%	None
Entravision Communications Corporation	Comercializadora Frontera Norte S.A. de C.V.		100% of the voting shares	
Entravision Communications Corporation	26 de Mexico S.A. de C.V.			
Z-Spanish Media Corporation	Z-Spanish Radio Network, Inc.	2,980	100%	None
Personal Achievement Radio, Inc.	KPPC Radio, Inc.	1,231	100%	None
Z-Spanish Radio Network, Inc.	KZFO Broadcasting, Inc.	10,000	100%	None

Z-Spanish Radio Network, Inc.	KZMS Broadcasting, Inc.	10,000	100%	None
Z-Spanish Radio Network, Inc.	KZSA Broadcasting, Inc.	10,000	100%	None
Z-Spanish Radio Network, Inc.	NEWKKSJ, Inc	1,000	100%	None
Z-Spanish Radio Network, Inc.	KZST Broadcasting, Inc.	10,000	100%	None
Z-Spanish Radio Network, Inc.	KHZZ Broadcasting, Inc.	10,000	100%	None
Z-Spanish Radio Network, Inc.	KZCO Broadcasting, Inc.	10,000	100%	None
KZCO Broadcasting, Inc.	Oroville Radio, Inc.	8,459	100%	None
Z-Spanish Radio Network, Inc.	KZSL Broadcasting, Inc.	10,000	100%	None
Z-Spanish Radio Network, Inc.	NEWKGOL, Inc.	1,000	100%	None
Z-Spanish Radio Network, Inc.	Azle Broadcasting, Inc.	1,000	100%	None
Z-Spanish Radio Network, Inc.	KRVA Broadcasting, Inc.	300	100%	None
KRVA Broadcasting, Inc.	Radio Plano, Inc.	351,000	100%	None
Z-Spanish Radio Network, Inc.	KTLR Broadcasting, Inc.	300	100%	None
Z-Spanish Radio Network, Inc.	WLQY Broadcasting, Inc.	300	100%	None
Z-Spanish Radio Network, Inc.	Personal Achievement Radio, Inc	100	100%	None
Z-Spanish Radio Network, Inc.	NEW WNDZ, Inc.	1,000	100%	None
Z-Spanish Radio Network, Inc.	WZCO Broadcasting, Inc.	10,000	100%	None
WZCO Broadcasting, Inc.	WRZA Broadcasting, Inc.	960	100%	None
Z-Spanish Radio Network, Inc.	Glendale Broadcasting, Inc.	10,000	100%	None
Z-Spanish Radio Network, Inc.	KZLZ Broadcasting, Inc.	10,000	100%	None
Z-Spanish Radio Network, Inc.	KZPZ Broadcasting, Inc.	10,000	100%	None
Z-Spanish Radio Network, Inc.	KZPZ License Corporation	10,000	100%	None
Vista Media Group of New York, Inc.	Seaboard Outdoor Advertising Co., Inc.	100	100%	None
Seaboard Outdoor Advertising Co., Inc.	Sale Point Posters, Inc.	100	100%	None
Z-Spanish Media Corporation	Vista Media Group, Inc.	1,000	100%	None
Vista Media Group, Inc.	Vista Media Group of New York, Inc.	10	100%	None
Vista Media Group, Inc.	Vista Outdoor Advertising, Inc. (N.Y.)	10	100%	None
Vista Media Group, Inc.	Vista Outdoor Advertising, Inc. (N.J.)	10	100%	None
Vista Media Group, Inc.	Vista Outdoor Advertising, Inc. (CAL.)	10	100%	None
Latin Communications Inc.	Veja Acquisition Corp.	100	100%	None
Latin Communications Inc.	Latin Communications EXCL Inc.	80	80%	None
Latin Communications Group, Inc.	Latin Communications EXCL Inc.	20	20%	None
Latin Communications EXCL Inc.	EXCL Holdings, Inc.	7,900	100%	None

Latin Communications EXCL Inc.	EXCL Holdings, Inc.	500	100%	None
EXCL Holdings, Inc.	EXCL Communications, Inc.	1,450,000	100%	None
EXCL Communications, Inc.	Metro Mix, Inc.	1,000	100%	None
EXCL Communications, Inc.	Norte Broadcasting, Inc.	1,000	100%	None
EXCL Communications, Inc.	Norte Broadcasting of Colorado, Inc.	1,000	100%	None
EXCL Communications, Inc.	Norte Broadcasting of New Mexico, Inc.	1,000	100%	None
EXCL Communications, Inc.	Pacifico Broadcasting, Inc.	1,000	100%	None
EXCL Communications, Inc.	Radio Exito, Inc.	1,000	100%	None
EXCL Communications, Inc.	Sur Broadcasting, Inc.	1,000	100%	None
EXCL Communications, Inc.	Sur Broadcasting of Colorado, Inc.	1,000	100%	None
EXCL Communications, Inc.	SUR Broadcasting of New Mexico, Inc.	1,000	100%	None
EXCL Communications, Inc.	Embarcadero Media, Inc.	1,000	100%	None
Embarcadero Media, Inc.	EMI Sacramento Radio, Inc.	200,000 Common	100%	None
Embarcadero Media, Inc.	EMI Sacramento Radio, Inc. [f/k/a Roseville Radio, Inc.]	3,000 Series C	100%	None
Embarcadero Media, Inc.	EMI Sacramento Radio, Inc.	2,000 Series C	100%	None
Embarcadero Media, Inc.	EMI Los Angeles Radio, Inc.	100,000 Common	100%	None
Embarcadero Media, Inc.	EMI Los Angeles Radio, Inc. [f/k/a San Bernardino Radio, Inc.]	7,500 Series E	100%	None
Embarcadero Media, Inc.	Portland Radio Inc.	3,979,732 Common	100%	None
Embarcadero Media, Inc.	Portland Radio Inc.	7,500 Series A	100%	None
Embarcadero Media, Inc.	Riverside Radio, Inc. [f/k/a Redlands Radio, Inc.]	2,600 Series B	100%	None
Embarcadero Media, Inc.	Riverside Radio, Inc.	1,000 Common	100%	None
Entravision San Diego, Inc.	Entravision Communications Corporation	1,000 Common	100%	None
Channel Fifty Seven, Inc.	Entravision Communications Corporation	47,500 Common	47.5%	None
Vista Television, Inc.	Entravision Communications Corporation	47,500 Common	47.5%	None
Latin Communications Group, Inc.	Latin Communications, Inc.	100 Common	100%	None
EXCL Communications, Inc.	Norte Broadcasting of	1,000	100%	None

	Nevada, Inc.	Common		
Meridian Communications Company	Sextant Broadcasting Company	1,000 Common	100%	None
EXCL Communications, Inc.	Meridian Communications Company	1,050 Common	100%	None

2. Pledged Partnership Interests

None

3. Pledged Limited Liability Company Interests

<u>Name of Limited Liability Company</u>	<u>% Membership Interest</u>	<u>Member(s)/Holder(s)</u>
Personal Achievement Radio of Dallas, LLC	100%	Personal Achievement Radio, L.L.C.
Personal Achievement Radio, L.L.C.	100%	Z-Spanish Radio Network, Inc.
KLNZ License Company, LLC	100%	Z-Spanish Radio Network, Inc.
Entravision Holdings, LLC	100%	Entravision Communications Company, L.L.C.
Entravision Communications Of Midland, LLC	80%	Entravision Communications Company, L.L.C.
Entravision Midland Holdings, LLC	100%	Entravision Communications Of Midland, LLC
Entravision, L.L.C.	100%	Entravision Communications Company, L.L.C.
Entravision-El Paso, L.L.C.	100%	Entravision Communications Company, L.L.C.
Entravision Communications Company, L.L.C.	100%	Cabrillo Broadcasting Corporation, Golden Hills Broadcasting Corporation, KSMS-TV, Inc., Las Tres Palmas Corporation, Tierra Alta Broadcasting, Inc., Valley Channel 48, Inc., Telecorpus, Inc., Entravision Communications Corporation
LCG Holdings, L.L.C.		Latin Communications Group, Inc.

Schedule B
Intellectual Property

The License Subsidiaries have been granted the exclusive right to use the call signs listed on this Schedule 3.5A to identify the Stations under the allocations granted by the FCC. Certain common law trademark rights to the call sign letter combinations have subsequently arisen from the use of such call signs in commerce. Subsidiary names are provided for reference purposes only.

1. Call Letters

Entravision Holdings, LLC

"KINT"
"KINT-FM"
"KSVE(AM)"
"KLDO"
"KVYE"
"KLUZ-TV"
"Noticias 41"
"Nuevo Mexico Nuestro"
"KLUZ-TV 41"
"K48FM"
"KACD"
"KBCD"
"KSSE-FM"
"KBZO"
"K48"
"K31"
"KAMP"
"KWST"
"KMXX"
"WBSV"
"WMDO-LP"
"WVEA-LP"
"WVEN-LP"
"K19BN"
"KDI17"
"KCEC"
"KGHB-LP"
"K43DK"
KSMS-TV, Inc.
"KSMS"
"KVER-LP"
"K05JY"
"K28ET"
"KLOB-FM"
"KORO"
"KINC"
"KNVO"
"KRVA(AM)"
"KUET(AM)"

“KZMP(AM)”
“KZFO(FM)”
“KHOT(AM)”
“KTGE(KTGE)”
“KRVF(FM)”
“KRVA(FM)”
“KCVR(AM)”
“KTDO(FM)”
“KLOC(AM)”
“KSQR(AM)”
“KZSA(AM)”
“KHHZ(FM)”
“KJAZ(AM)”
“WRZA(FM)”
“WZCH(FM)”
“KZMP-FM”
“KRAY-FM”
“KHMZ(FM)”
“KCTY(AM)”
“KHNZ(FM)”
“KGOL(AM)”
“KMIX(FM)”
“KVVA-FM”
“KZLZ(FM)”
“KZMS(FM)”
“WPJD685”
“KZSF”
“KZSL(FM)”
“WLQY(AM)”
“WNDZ(AM)”
“KPPS-FM”
“KFQR-FM”
“KVLY-FM”
“KVPA-FM”
“KVBC-FM”
“KRNV-FM”
“KZCO”
“K48AM”
“K22FP”
“K31DM”
“KTDZ”
“KHRO”
“KOFX”
“KEWE”
“KBIV”
“KR2XVA”
“K03EM”

LCG Holdings, L.L.C.

"KBRG(FM)"
 "K261BW"
 "KLOK(AM)"
 "KSES-FM"
 "KSES(AM)"
 "KLOK(AM)"
 "K260AA"
 "K274AO"
 "KMXA"
 "KJMN(FM)"
 "KRZY(AM)"
 "KRZY(FM)"
 Earth Station E950068
 "KRCX-FM"
 "KCAL(AM)"
 "KSZZ"
 "KSSE(FM)"
 "KRRE(FM)"
 "WACA(AM)"

Entravision Midland Holdings, LLC

"KUPB"

KLNZ License Company, LLC

"KLNZ"

Community Broadcasting Company of San Diego

"KBNT-LP"

2. Trademarks, Copyrights and Patents

<u>Trademark</u>	<u>Registration No.</u>	<u>Holder</u>
El Diario/La Prensa <The Daily Press>	1,863,697	Latin Communications, Inc.
KRCX 1110AM Radio Capital	1,466,610	Z-Spanish Media Corporation
La Super X	2,070,252	Z-Spanish Media Corporation
Marketspan	1,781,772	Z-Spanish Media Corporation
OK Radio	1,823,220	Z-Spanish Media Corporation
Cadena Super Estrella <Star>	1,824,629	Z-Spanish Media Corporation
Super Estrella FM <Star>	1,838,138	Z-Spanish Media Corporation
Radio Tricolor	1,993,998	Z-Spanish Media Corporation
Radio Romantica <Radio Romantica>	2,021,380	Z-Spanish Media Corporation
Radio Tricolor Mexicanisima	2,025,873	Z-Spanish Media Corporation

Mexicanisima	75,781,280	Z-Spanish Media Corporation
La Zeta	2,174,611	Z-Spanish Media Corporation
Sonido Zeta	2,231,405	Z-Spanish Media Corporation
Z Musica Mas Caliente	2,236,415	Z-Spanish Media Corporation
La Bonita	2,312,378	Z-Spanish Media Corporation

Pending Trademark

<u>Trademark</u>	<u>Serial No.</u>	
La Buena	75/399,436	Z-Spanish Media Corporation
Z Mega Hits	Unassigned	Z-Spanish Media Corporation
LA Z	Unassigned	Z-Spanish Media Corporation
Casademusica.com	Unassigned	Z-Spanish Media Corporation

3. The following marks related to the KINK station were sold to American Radio Systems, Inc. pursuant to the Asset Exchange Agreement, dated April 21, 1997, among LCG, EXCL Communications, Inc. Portland Radio, Inc., Radio Exito, Inc. and American Radio Systems, Inc., as amended on January 5, 1998: "KINK," "SATURDAY NIGHT CD," "FOCUS," "SUNDAY NIGHT JAZZ," "SUNDAY MORNING JAZZ," "TRUE TO THE MUSIC." This agreement closed on May 27, 1998, but these marks have not yet been recorded as sold.

4. The marks "SUPERTALK," and "RADIO THAT BITES" were sold to Citicasters, Co. pursuant to the Sale Agreement, dated February 26, 1997, between EXCL Communications, Inc. and Citicasters, Co. This Agreement closed on May 5, 1997, but these marks have not yet been recorded as sold.

5. The following copyrights were sold to Citicasters, Co. pursuant to the Sale Agreement, dated February 26, 1997, between EXCL Communications, Inc. and Citicasters, Co.: "a stack of records" (PAu918-684), "177 records" (PAu915-406), "the kink primate test, cut 1" (PA 286-755) and "the kink primate test, cut 2" (PA 308-003). This Agreement closed on May 5, 1997, but these marks have not yet been recorded as sold.

7. Internet domain names:

EXCLRADIO.COM
HISPANICRADIO.COM
KLOK.COM
KBRG.COM
KVRG.COM
KMXA.COM
KJMN.COM
RADIOTRIColor.COM
SUPERESTRELLA.COM
RADIOROMANTICA.COM
ENTRAVISION.COM
ZSPANISH.COM
LABUENA.COM
LABONITA.COM
THEHOTZ.COM
ZMEGAHITZ.COM
CASADEMUSICA.COM
VISTAMEDIA.COM
KVLY.COM

KFRQ.COM
KKPS.COM

8. URLs Reserved

aquisuenalabuena.com
casademusica.net
casademusica.org
elmercadogrande.com
elmercadogrande.net
enconcierto.net
labuenausa.com
laredz.com
lazeta.com
librosparati.com
librosparati.net
midinero.net
mundodeods.com
musicamascaliente.com
nonootromundo.com
otromundo.com
regalosparati.com
saludyusted.com
saludyusted.net
viajeelmundo.com
viajeelmundo.net
zmegahits.net
zspanish.net
zspanishmedia.com
zspanishmedia.net
zspanishradio.com
zspn.com
zspn.net
zvistamedia.com
zvistamedia.com

9. Copyrights

None.

10. Patents

None.

Schedule C

Trade Names/Fictitious Names

El Diario/La Prensa

EXCL Radio Communications, Inc.

VEA New York

Schedule D

Locations of Equipment and Inventory

See Exhibits A, B and C attached hereto.

Schedule D
Exhibit A

NOTE: Subsidiaries which are not listed do not have "inventory" for purposes of this Agreement.

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
Entravision Communications Corporation	Laredo, Texas	Texas			Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances Station equipment 1993 Ford Cargo Van 1988 Ford Taurus Station Wagon 1995 GMC Van 1995 Ford Station Wagon
Entravision Communications Corporation	1425 Fifth Street Santa Monica CA 90401	California			Transmitting equipment Computing equipment Office equipment Station equipment
Entravision Communications Corporation	901 E Pike Road Weslaco Texas	Texas	KKPS		Computing equipment Broadcasting equipment Production equipment Station equipment
Entravisions Communications Corporation	901 E Pike Road Weslaco Texas	Texas	KFRQ		Broadcasting equipment Production equipment Station equipment
Entravision Communications Corporation	901 E Pike Road Weslaco Texas	Texas	KVLY-FM		Computing equipment Broadcasting equipment Production equipment Station equipment
Entravision Communications Corporation	901 E Pike Road Weslaco Texas	Texas	KVPA-FM	tower site & related equipment only	

\\ODMA\PCDOCS\SDLIB01\83644:3

**Schedule D
Exhibit B**

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
Z-Spanish Media Corporation	1436 Auburn Blvd. Sacramento, CA 95815	Carlifornia (San Bernardino County) (Stanislaus County) (Yavapai County) (N/A) (Cook County) (Cook County) (Kane County)	Network & Corporate		KJAZ Transmitted Site - 16 th Street & S. Grand Ave, Woodland, CA (5 acres) KLOC Nite Transmitter Site, Hickman Road, Waterford, CA (5 acres) KUET-AM Transmitter Site, SW Section 25 Township 9 North Range, Black Canyon City, AZ (162 Acres) KGOL-FM Transmitter, 120 Josephine Ln, Dallas County, City of Grand Paririe (15 acres) WZCO Office/Studio - 6012 S. Pulaski Rd, Chicago, IL (4,224 Sq ft) Located at 1436 Auburn Blvd Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances Broadcasting and office equipment located at 6012 S. Pulaski, Chicago, IL WZCH Transmitter Site - 1 Tower Hill Rd, Gilberts, IL (3 acres)

\\ODMA\PCDOCS\SDLIB01\836443

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
Z-Spanish Radio Network, Inc.	1436 Auburn Blvd. Sacramento, CA 95815	California (Sacramento County) Boubonnais, IL (Kankakee County) (Kankakee County) (Sacramento County) (Pima County) (Sacramento County) (Sacramento County) (Sacramento County) (Sacramento County)			1989 Chevrolet van VIN-1GCDG15H3K7174642 292 Convent St., Bourbonnais, IL 60914 1994 Chevrolet Lumina VIN-1GN DU06D4RT124906 292 Convent St., Bourbonnais, IL 60914 1994 GMC VIN-1GTDC14K4RZ520348 1436 Auburn Radio Sacramento, CA 95815 1997 Chevrolet VIN-1GN DM19W2VB173380 3333 N Campbell Ste 11 Tucson, AZ 85719 1989 Plymouth VIN-2P4FH25K3KR241581 1436 Auburn Blvd Sacramento, CA 95815 1995 Ford VIN-1FTEE14YXSHB64566 1648 Auburn Blvd Sacramento CA 95815 1996 Ford VIN-1FMEE11N5THA01072 1436 Auburn Blvd Sacramento CA 95815 1990 Ford VIN-1FTHS34G9LHA10974 1436 Auburn Blvd Sacramento CA 95815 *See Z-Spanish Media Corp

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
KPPC Radio, Inc.		California			
KZFO Broadcasting, Inc.	4928 E. Clinton Way #92.1 Fresno, CA 93727	California (Fresno County)	KZFO-FM 92.1 KHOT-AM 1250	28180 Avenue 15 Madera, CA	Located at 4928 Clinton Way: Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances
KZMS Broadcasting, Inc.	1620 N. Carpenter Rd #D-41 Modesto, CA 95351	California (Stanislaus County, CA) (Tulomne County, CA) (Stanislaus County, CA)	KZMS-FM 97.1 KTDO-FM 98.9 KLOC-AM 1230	I-5; S. Patterson Exit; Del Porta Rd Patterson, CA 12582 Big Hill Rd Sonora, CA Iowa Ave (Day) Modesto, CA Hickman Rd (Night) Waterford, CA	Located at 1620 Carpenter Rd: Computing equipment Office equipment Office furnishings & appliances [1988 Ford Aerostar Van VIN-1FTDA14USJZA50946]
KZSA Broadcasting, Inc.	1436 Auburn Blvd Sacramento, CA 95815	California (Sacramento, CA) California (Sacramento, CA)	KZSA-FM 92.1 KSQR-AM 1240	3381 Towhee Lane Placerville, CA 1000 ft. North of 27 th Avenue and A Streets	1989 Chevrolet VIN-1GCCML5Z5K8262862 KZSA Radio Broadcasting Inc./ Mark S. Paretchan 4058 Flying C Road #17 Cameron Park, CA 95682 1996 Chevrolet VIN-1GCGG25R4T1012535 4058 Flying C Road #17 Cameron Park CA 95682

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
NEWKKSJ, Inc.	3031 Tisch Way San Jose, CA 95128	California (Santa Clara County)	KZSF-AM 1370	501 Wooster San Jose, CA	[1994 Dodge VIN-2B4GH25K8RR548292 Jesus H Preciado Jr 775 Beryl Place Hayward, CA 94544] Located at 3031 Tisch Way: Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances Satellite dish
KZST Broadcasting, Inc.	6820 Pacific Avenue Stockton, CA 95207	California (San Joaquin) California (San Joaquin County)	KMIX- FM 100.9 KCVR- AM 1570	35251 S. Chrisman Rd Tracy, CA 11961 N. Alpine Rd Lodi, CA	Located at 6820 Pacific Ave Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances [1991 Ford Van VIN-1FTEE14Y0SHA95807 1986 Ford Van VIN-FTEE24Y7GH898901]
KHZZ Broadcasting, Inc.	298 Commerce Cr. Sacramento, CA 95815	California (Sacramento County)	KHZZ- FM 104.3	19241 County Road #182 Woodland, CA	Located at 298 Commerce Cr: Computing equipment Office equipment Office furnishings & appliances [1997 Ford Van VIN-1FTEE1466VHA78478]
KZCO Broadcasting, Inc.	1436 Auburn Blvd. Sacramento, CA 95815	California (Butte County - Forbestown CA) (Sacramento County CA)	KZCO- FM 97.7	44 Weststar Court Forbestown, CA	Office equipment Broadcasting equipment Production equipment

\\ODMA\PCDOCS\SDLIB01\836443

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
KZSL Broadcasting, Inc.	517 S. Main Street Salinas, CA 93905	California (Monterey County)	KZLS-FM 93.9 KCTY-FM 980 KTGE-AM 1570 KRAY-FM 103.5 KRAY-FM translator KLXM-FM 97.9 KFLA-FM	540 Old Natividad Rd Salinas, CA Old Natividad & Old Stage Rd Salinas CA Rancho Cienega Del Gabilan Monterey Cnty CA Parcel #11 Monterey Cnty CA 885 Salinas Rd Watsonville, CA Sec 9 T 185 R7E MDM Monterey Cnty CA	Located at 517 S. Main St: Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances [1999 Dodge Van VIN-2B7HB11X8XK542759]
NEW KGOL, Inc.	5821 SW Freeway #600 Houston, TX 77057	Texas (Harris County - Houston TX) (Montgomery County - Porter, TX)	KGOL-AM 1180	Hwy 1314 West Porter, TX	Located at 5821 SW Freeway: Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances Rooftop space located at 363 N Sam Houston Fwy Houston TX
Azle Broadcasting, Inc.	5307 E. Mockingbird Ln #500 Dallas, TX 75206	Texas (Dallas County, TX) (Harris County - Greenwood TX)	KZMP-FM 101.7	Greenwood, TX	Broadcasting equipment Production equipment

\\ODMA\PCDOCS\SDLIB01\836443

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
KRVA Broadcasting, Inc.	5307 E. Mockingbird Ln #500 Dallas, TX 75206	Texas (Dallas County) (Colin County - Melissa, TX)	KRVA-AM 1600 KRVA-FM 106.9 KZDF-FM	1424 Guard St (Site #1 - Main) Dallas, TX 1951 N. Freeway (Site #2 Synchronous), Ft. Worth, TX Hwy 75 N at Telephone Rd Melissa, TX Colin County TX	Located at Mockingbird Lane Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances [1998 Nissan Maxima SE VIN-JN1CA21AXWT400333] [1996 Nissan Quest Van VIN-42NDN11W4TD833984] [1996 Nissan Quest Van VIN-4N2DN11W4TD836996] [1996 Dodge Ram Van VIN-2B7HB11X1TK153185] [1993 Pew Pero Trailer VIN-4PTU81624RM004338]
Radio Plano, Inc.	see KRVA	Texas			*See KRVA
KTLR Broadcasting, Inc.	5307 E. Mockingbird Ln #500 Dallas, TX 75206	Texas (Dallas County)	KRVF-FM 107.1	County Road 353 Terrell, TX	Broadcasting equipment
WLQY Broadcasting, Inc.	11645 Biscayne Blvd #102B Miami, FL 33181	Florida (DE Corp.) (Dade County-FL)	WLQY-AM 1320	9881 Sheridan Street Hollywood, FL	Located at 11645: Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances
Personal Achievement Radio of Dallas, LLC	5307 E. Mockingbird Ln #500 Dallas, TX 75206	Delaware (Dallas County, TX) (Grand Prairie N/A)	KZMP-AM 1540	1512 Mayville Rd Grand Prairie, TX	Broadcasting equipment

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory etc.
NEW WNDZ, Inc.	401 N. Wabash #609 Chicago, IL 60611	Indiana (Cook County) (Lake County - Griffith, IN) (N/A Portage, IN)	WNDZ-AM 750	Robbins & Airport Portage, IN Satellite relay point located in Griffith IN	Located at 401 N Wabash Ave: Computing equipment Office equipment Office furnishings & appliances
WZCO Broadcasting, Inc.	851 W. Grand Ave Chicago, IL 60622	Illinois (Cook County) (Will County - Peotone, IL)	WRZA-FM 99.9	8800 County Line Rd Peotone, IL	Located at 6012 S Pulaski Rd: Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances 1990 Pontiac van VIN-1GMCU06DXLT201110 851 W Grand Ave. Chicago, IL 60622 [1983 Toyota Coupe VIN-JT2AL32J7D0031809]
Glendale Broadcasting, Inc.	1641 E. Osborn Rd #8 Phoenix, AZ 85016	Arizona (Maricopa County) (N/A White Tank Mountain AZ)	KLNZ-FM 103.5	Electronic Cite White Tank Mountain, AZ	[1989 Chevrolet Betacom of Arizona VIN-2GCEC19K9K1232899 1641 E. Osborn Rd. Phoenix, AZ 85016]

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
KZLZ Broadcasting, Inc.	2959 E Grant Rd Tucson AZ 67 E Baffert Dr Nogales AZ	Arizona (Pima County - Tucson, AZ) (*Nogales, AZ - Depending on Zip Codes, use the following counties) (85621 - Cochise County) or (85628 - Santa Cruz County) (N/A - Mammoth, AX and Lemmon, Phoenix)	KZLZ-FM 105.1 KZLZ FM1 KZLZ FM2 KZNO	Transmitter Site 1.25 acres SE & NE qtrs Twnbsp 7 South Mammoth, AZ FM Booster - Mt Bigelow Tucson FM Booster - Mt. Lemmon Phoenix Mt. Benedict Bldg Nogales AZ	Located at E Grant & E Baffert: Office Equipment Office Furnishings & appliances Located at 1995 W American Ave Oracle AZ: KZLZ main studio Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances Located at 2959 E Grant Rd: Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances
KZPZ Broadcasting, Inc.	1641 E. Osborn Rd #8 Phoenix, AZ 85016	Arizona (Maricopa County)	KVVA-FM 107.1 KUET-AM 710 KVVA 92.7	Apache Junction, AZ SW Sec 25 Twnbsp 9 North Black Canyon Cty AZ Translator	Located at 1641 E Osborn Rd Computing equipment Broadcasting equipment Production equipment Office equipment Office furnishings & appliances 1990 Ford VIN-1FMDA31U8LZB19962 1435 Auburn Blvd. Sacramento, CA 95815
KZPZ License Corp.	1641 E. Osborn Rd #8 Phoenix, AZ 85016	Arizona (Maricopa County)			None

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
Seaboard Outdoor Advertising Co., Inc.	651 Bergen Street Brooklyn, NY 11238	Kings County New York			Please see attached
Sale Point Posters, Inc.	53 N. Park Ave. Suite 41 Rockville Centre, NY 11570	Nassau County New York			Please see attached
Vista Media Group, Inc.	53-17 Vernon Blvd. Queens, NY	Queens County New York, California Illinois (DE Corp.)			Please see attached
Vista Joilet Company, LLC	14400 East Firestone Blvd, La Mirada, Los Angeles, CA	Delaware			Please see attached
Vista Media Group of New York, Inc.	53-17 Vernon Blvd. Queens, NY	New York (DE Corp.)			Please see attached
Vista Outdoor Advertising, Inc. (NY)	53-17 Vernon Blvd. Queens, NY	New York (DE Corp.)			Please see attached
Vista Outdoor Advertising, Inc. (NJ)	53-17 Vernon Blvd. Queens, NY	New Jersey (DE Corp.)			Please see attached
Vista Outdoor Advertising, Inc. (CAL)	14400 East Firestone Blvd, La Mirada, Los Angeles, CA	California (DE Corp.)			Please see attached

Per 12/21/99 doc WNJR (ARH) has an office located at 1 Riverfront Plaza Newark NJ
Cars in [] means do not have deed or are unsure of which Z-Spanish entity holds title

\\ODMA\PCDOCS\SDLIB01\836443

**Schedule D
Exhibit C**

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
Latin Communications Group Inc.	345 Hudson Street 13 th floor New York, NY 10014	States of DE & NY New York City Register			Computers/Data processing equipment Office equipment
Latin Communications Inc.	143 Varick Street New York, NY 10013	States of DE & NY New York City Register			Computers/Data processing equipment Office equipment
Latin Communications Group, Inc.					Machinery Computers/Data processing equipment Office equipment and furnishings
EXCL Communications Inc.	San Jose	Illinois (Logan County) California (Santa Clara County)			Office/Studio Distribution/Satellite equipment Broadcasting Instruments/Technical equipment Studio/Production equipment Computers/Data Processing equipment Office equipment Office furniture/fixtures

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
EMI Los Angeles Radio Inc.	Los Angeles 765 Show Case Dr. San Bernadino, CA	California (Los Angeles County)	KSSE-FM		765 Show Case Dr. San Bernadino, CA Office/Studio Antenna/Tower systems Distribution systems/Satellite Equipment Broadcasting Instruments/Technical equipment Mobile equipment/Studios Studio Production equipment Transmitter equipment Autos/Vans/Trucks Computers/Data Processing equipment Music/Production Library Office equipment Office furniture/fixtures
Metro Mix Inc.	San Jose San Francisco	Illinois (Logan County) California (Santa Clara County)	KLOK-AM		Office/Studio Antenna/Tower Systems Mobile Equipment/Studio Studios/Production equipment Transmitter Equipment Auto/Vans/Trucks Computers/Data Processing equipment Music/Production Library Office equipment Office furniture/fixtures
Radio Exito Inc.	Fresno	Nevada California (Fresno County)	KBGR-FM		Antenna/Tower site Office/Studio Broadcasting Instruments/Technical equipment Studios/Production equipment Transmitter equipment Auto/Vans/Trucks Computers/Data processing equipment Music/Production Library Office equipment Office furniture/fixtures

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
Norte Broadcasting of Colorado, Inc.	5660 Greenwood Plaza Blvd. #400 Englewood, CO 80111	Illinois California Colorado	KMXA-AM	28000 East Yale Ave Aurora, CO 80113	Antenna/Tower site Office/studio Distribution/Satellite equipment Studio/Production equipment Transmitter equipment Computers/Data Processing equipment
Sur Broadcasting of Colorado, Inc.	5660 Greenwood Plaza Blvd. #400 Englewood, CO 80111	Illinois California Colorado	KJMN-FM	38011 Elbert County Rd. #5 Elizabeth, CO 80107	Office/Studio Antenna/Tower systems Distribution/Satellite equipment Instruments/Technical equipment Mobile equipment/Studios Studios/Production Equipment Transmitter equipment Computers/Data processing equipment Office furniture/Fixtures
Portland Radio Inc.	Portland 399 N. Third Street Campbell, CA	Washington California Oregon (Santa Clara County)	KINK-FM		399 N. Third Street Campbell, CA Antenna/Tower site Antenna/Tower systems Transmitter equipment Computers/Data Processing equipment Office furniture/Fixtures
Riverside Radio Inc.	San Bernardino 2980 Greenspot Rd Highland, CA 1315 West Lugonia Rd Redlands, CA	California (San Bernadino County)	KCAL-AM KSZZ-AM		Antenna/Tower site Office/Studio Antenna/Tower systems Broadcasting instruments/Technical equipment Mobile equipment/Studios Studios/Production equipment Transmitter equipment Auto/Vans/Trucks Computers/Data processing equipment Office equipment Office furniture/Fixtures

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
EMI Sacramento Radio Inc.	1605 Simpson Lane Marysville, CA 5301 Madison Avenue #402 Sacramento, CA	California (Yuba County) (Sacramento County)	KRCX-AM/FM KMYC-AM KRRE-FM		5301 Madison Avenue #402 Sacramento, CA Antenna/Tower site Office/Studio site Antenna/Tower systems Distribution/Satellite equipment Broadcasting Instruments/Technical equipment Mobile equipment/Studios Studios/Production Equipment Transmitter equipment Auto/Vans/Truck Computers/Data processing equipment Music/Production library Office equipment Office furniture/Fixtures
Sextant Broadcasting Inc.	Las Vegas	Nevada (Clark County)	KVRC-FM		Broadcasting distribution/Satellite equipment Computers/Data processing equipment
Norte Broadcasting of Nevada Inc.	Las Vegas	Nevada (Clark County)	KRNV-FM		Broadcasting distribution/Satellite equipment Computers/Data processing equipment
Sur Broadcasting of New Mexico Inc	4505 Montbell Loop NE Albuquerque, NM	New Mexico California (Bernalillo County)	KRZY-AM		Antenna/Tower systems Distribution/Satellite equipment Studios/Production equipment Transmitter equipment Auto/Vans/Trucks Computers/Data Processing equipment Music/Production Library Office equipment

Entity	Station Address	UCC Jurisdiction	Call Letters & Frequency	Location of Transmitter and Related Equipment	Property, Equipment, Inventory, etc.
Norte Broadcasting of New Mexico Inc.	Santa Fe	New Mexico	KRZY-FM		Antenna/Tower site Antenna/Tower systems Distribution/Satellite equipment Studios/Production equipment Transmitter equipment Auto/Vans/Trucks Computers/Data processing equipment Music/Production Library Office equipment
Sur Broadcasting Inc.	Salinas	California (Monterey County)	KVRG-AM		Studios/Production equipment Transmitter equipment Office furniture/Fixtures
Pacifico Broadcasting Inc.	Salinas	California (Monterey County)	KVRG-FM		Office/Studio Studios/Production equipment Transmitter equipment Office furniture/Fixtures
Norte Broadcasting Inc.	Salinas	California (Monterey County)	KLOK-FM		Antenna/Tower site Antenna/Tower systems Distribution/Satellite equipment Broadcasting Instruments/Technical equipment Studios/Production equipment Transmitter Equipment Computers/Data processing equipment Office furniture/Fixtures

Any Guarantor not listed on this schedule has no Equipment or Inventory as such terms are defined in the Guarantor Security Agreement and the Security Agreement.

Schedule E

Locations of Books and Records

Corporate books and records for Guarantors will be kept at the following sites, and may be changed subject to the provisions of the Credit Agreement dated September 26, 2000, by and among (1) ENTRAVISION COMMUNICATIONS CORPORATION ("Entravision"), a Delaware corporation, (2) the several banks and other lenders from time to time parties thereto (the "Lenders") and (3) UNION BANK OF CALIFORNIA, N.A., as Arranging Agent for the Lenders thereunder (in such capacity, the "Agent"), as follows:

1. **Chief Executive Office:**

Entravision Communications Corporation
2425 Olympic Boulevard, Suite 6000 West
Santa Monica, CA 90404

2. **Locations of Account Records, Material Contract and Chattel Paper**

See Exhibits A, B and C to Schedule D of the Guarantor Security Agreement

**Schedule F
Deposit Account**

**Entravision Communications Corporation/
Subsidiaries Bank Account List**

Station	Account Name, Account #	Bank Name, Bank Address, Bank Contract, Bank Phone Number
ECC	ECC-Concentration Account #700480410 ECC- Sweep Account-Highmark #700480410	Union Bank of California 1980 Saturn Street, Mail Code V03-023 CCSU Monterey Park CA 91755 Roslyn Guthrie (800)-418-6466
	ECC-LCG Interest Reserve #200117030-01	Union Bank of California Bonnie Mullen (415)296-6764
KSMS	ECC dba KSMS-TV #700495957	Union Bank of California Comm/Media Deposits-South 457 B P.O. Box 913840 Monterey, CA Roslyn Guthrie (800) 418-6466
	KSMS INC. dba KSMS-TV #1890992892	CoAmerica 35 Bonifacio Plaza Monterey, CA 93940 Beth Fergon (800) 522-2265
KVER/KLOB	Las Tres Palmas #700487105	Union Bank of California 1980 Saturn Street, Mail Code V03-023 CCSU Monterey Park CA 91755 Roslyn Guthrie (800)-418-6466
KBNT/XUPN	Cabrillo Broadcasting Corp./KBNT-TV19 #700492001 XUPN #700499545	Union Bank of California 1980 Saturn Street, Mail Code V03-023 CCSU Monterey Park CA 91755 Roslyn Guthrie (800)-418-6466

KVYE	ECC #700492095	Union Bank of California 1980 Saturn Street, Mail Code V03-023 CCSU Monterey Park CA 91755 Roslyn Guthrie (800)-418-6466
KAMP	ECC #700495671	Union Bank of California 1980 Saturn Street, Mail Code V03-023 CCSU Monterey Park CA 91755 Roslyn Guthrie (800)-418-6466
KCEC	Golden Hills Broadcasting #189900068371	U.S. Bank Cherry Creek Office P.O. Box 5548 Denver, CO 80217-5548 No direct contact (303) 585-8585
KLUZ	ECC dba KLUZ-TV #004270127816	Bank of America NM1-100-01-09 P.O. Box 27705 Albuquerque, NM 97125-7705 No direct contact 1(800) 551-7050
KINC	Tierra Alta Broadcasting, Inc. #153700752881	U. S. Bank 4550 East Sunset Rod. Henderson, NV 89014 Chris Smock (702) 451-1020
KNVO	Valley Channel 48 Inc, #114472 Valley Channel 48 Inc. Payroll Account #114413	Texas State Bank 3900 N. 10 th Street McAllen, TX 78501 Belinda Gonzalez (956) 632-7633
	KNVO De Mexico, SRL de CV (Peso Account) #43110035158 KNVO De Mexico, SRL De CV (Dollar Account) #43110151087	Bancomer Banca Empresarial Reynosa Blvd. Morelos 935 Col. Anzalduas Reynosa, Tamps. (Mexico) Jose Maria Nieto 01152-89-224089

KORO	ECC KORO TV #600005895	American Bank P.O. Box 6189 Corpus Christi, TX 78466 Patsy Boone (361) 992-9911
KLDO	ECC dba KLDO TV #7128266-01	International Bank of Commerce 1200 San Bernando & Scott Laredo, TX 78040 John Villareal (956) 722-7611
KINT	ECC dba JUBT-TV, KINT-FM & KSVE-AM #7703058888	Wells Fargo P.O. Box 1072 El Paso, TX 79958-0001 Joe Chavez (915) 532-9922
KOFX	ECC dba KOFX 92.3 & KATH 94.7 #7703084793	Wells Fargo P.O. Box 1072 El Paso, TX 79958-0001 Joe Chavez (915) 532-9922
KBZO	ECC, LLC KBZO-TV & Radio Lubbock #7703083373	Wells Fargo P.O. Box 1072 El Paso, TX 79958-0001 Joe Chavez (915) 532-9922
26 de Mexico	26 de Mexico, SA de CV (Pesos) #409-1061398-4 26 de Mexico, SA de CV (dollars) #409-1061994-9	Bancomer Plaza Renacimiento C. Juarez, Chih 32330 Lic. Munoz 01152-16-291530
WMDO	ECC dba WMDO Tv (zba account) #3933930163 ECC dba WMDO TV (interest- bearing checking account) #3928299068	Bank of America 8788 Georgia Avenue Silver Spring, MD 20910-3607 Ulric Donowa (202) 624-5122
WVEN	ECC dba WEN Channel 63 #2090002860599	First Union National Bank P.O. Box 2870 Jacksonville, FL 32231 Adriana Garcia (800) 222-3862

:\ODMA\PCDOCS\SDLIB01\836443

TRADEMARK
REEL: 002182 FRAME: 0345

WVEA	ECC dba WVEA Channel 61 #2000002268615	First Union National Bank 214 South Hyde Park Avenue Tampa, FL 33606 Skip K. Higdon (813) 276-6195
Frontera	Frontera Communications Corporation #700496406	Union Bank of California 1980 Saturn Street, Mail Code V03-023 CCSU Monterey Park, CA 91755 Roslyn Guthrie (800) 418-6466
LCGI	Latin Communications Group, Inc. #12336-31894	Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com
"ESN & CORP."	Excl Communications, Inc. #12334-20004	Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com
"KSSE-FM"	EMI Los Angeles Radio Inc. #12331-23924	Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com
KLOK-AM KBRC-FM	Metro Mix, Inc. Portland Radio, Inc. #12338-20007	Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com

..ODMA\PCDOCS\SDL\B01\836443

<p>KMXA-AM KJMN-FM</p>	<p>Norte Broadcasting of Colorado, Inc. Sur Broadcasting of Colorado, Inc. #12336-21913</p>	<p>Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com</p>
<p>KCAL/KSZZ</p>	<p>Riverside Radio, Inc. #12338-23930</p>	<p>Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com</p>
<p>KRCX-FM KRRE-FM</p>	<p>EMI Sacramento Radio, Inc. Radio Exito Inc. #12332-23933</p>	<p>Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com</p>
<p>KRRN-FM</p>	<p>Excl/ Sextant Broadcasting Company #12334-32700</p>	<p>Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com</p>
<p>KRNV-FM</p>	<p>Norte Broadcasting of Nevada, Inc. #12333-32697</p>	<p>Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com</p>

<p>KRZY-AM KRZY-FM</p>	<p>Sur Broadcasting of New Mexico, Inc. Norte Broadcasting of New Mexico, Inc. #12330-23519</p>	<p>Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com</p>
<p>KSES-AM KSES-FM KLOK-FM</p>	<p>Sur Broadcasting, Inc. Pacifco Broadcasting, Inc. Norte Broadcasting, Inc. #12338-20021</p>	<p>Bank of America- Global Client Services West 1850 Gateway Boulevard, Concord, CA 94520 Direct Phone: 925-675-7480 Fax: 925-675-6977 Donna Cowan E-Mail: donna.cowan@bankofamerica.com</p>
	<p>Vea Corporation Inc, Depository #904-519821</p>	<p>Chase Manhattan Bank Branch-712 423 Canal Street New York, NY 10013 Idriz Capric (212) 334-5999 Mellisa R. Morris (212) 334-2031 Fax: (212) 925-0535</p>
	<p>Vea Corporatoin Ins. Payable #904-519724</p>	<p>Chase Manhattan Bank Branch-712 423 Canal Street New York, NY 10013 Idriz Capric (212) 334-5999 Mellisa R. Morris (212) 334-2031 Fax: (212) 925-0535</p>
	<p>Latin Communications Group dba El Diario Depository #904-551326</p>	<p>Chase Manhattan Bank Branch-712 423 Canal Street New York, NY 10013 Idriz Capric (212) 334-5999 Mellisa R. Morris (212) 334-2031 Fax: (212) 925-3535</p>

	<p>El Diario Payroll #610-090445</p>	<p>Chase Manhattan Bank Branch-712 423 Canal Street New York, NY 10013 Idriz Capric (212) 334-5999 Mellisa R. Morris (212) 334-2031 Fax: (212) 925-3535</p>
	<p>El Diario Master Card #712-5002867-65</p>	<p>Chase Manhattan Bank Branch-712 423 Canal Street New York, NY 10013 Idriz Capric (212) 334-5999 Mellisa R. Morris (212) 334-2031 Fax: (212) 925-3535</p>
	<p>El Diario Payable #615-770029</p>	<p>Chase Manhattan Bank Branch-712 423 Canal Street New York, NY 10013 Idriz Capric (212) 334-5999 Mellisa R. Morris (212) 334-2031 Fax: (212) 925-3535</p>
	<p>Z-Spanish Media Corporation (Corporate Checking) #1489402731</p>	<p>Bank Of America 555 Capitol Mall, Suite 150 Sacramento, CA 95814 Carol Groves (916)321-4604</p>
	<p>Z-Spanish Media Corporation (Nations Fundsweep) #021205003483830</p>	<p>Bank of America P.O. Box 37032 San Francisco, CA 94137-9011 Carol Groves (916) 321-4604</p>
	<p>Z-Spanish Radio Network (Depository) #1489602698</p>	<p>Bank Of America 555 Capitol Mall, Suite 150 Sacramento, CA 95814 Carol Groves (916)321-4604</p>

	Z-Spanish Network (Disbursement) #1489402699	Bank Of America 555 Capitol Mall, Suite 150 Sacramento, CA 95814 Carol Groves (916)321-4604
	Z-Spanish Network (Payroll) #148004861	Bank Of America 555 Capitol Mall, Suite 150 Sacramento, CA 95814 Carol Groves (916)321-4604
	Z-Spanish Network (Fund Investment) #10475000	Bank of America P.O. Box 37032 San Francisco, CA 94137-9011 Carol Groves (916) 321-4604
	WZCO Broadcasting, Inc. #5200728664	La Salle Bank 4747 West Irving Park Rd. Chicago, IL 60631 Jeffrey Musgraves (773) 202-2839
	New WNDZ, Inc. #5200856051	La Salle Bank 4747 West Irving Park Rd. Chicago, IL 60631 Jeffrey Musgraves (773) 202-2839
	WLQY Broadcasting, Inc. #003060726525	Nations Bank P.O. Box 31019 Tampa, FL 33631 800-628-5677
	KZNO Broadcasting, Inc. #276-5000351-1	Bancomer Segundo Redtomo P.E. Calles, Y Avenida Lopez Mateos Nogales, Sonora Mexico Antonio Diaz Castillo
	Casa de Musica #1460013379	Union Bank of California Customer Inquiry 916-482-3600
	Vista Media Group, Inc. #201-00-24-237 #085-00-35-849	Union Bank of California 17899 Colima Road City of Industry, CA 91748 Rachelle Ward (626) 810-1341

:\ODMA\PCDOCS\SDLIB01\83644\3

	#06-01-540-750	Wells Fargo 7501 Commonwealth Ave. Buena Park, CA 90621 Kristine Gasporra (714) 228-5319
	Seaboard Outdoor Advertising, Inc. #748-00-225-6865	Chase Manhattan Bank, NA 10-51 Jackson Ave Long Island City, NY 11101 Sherry Statten (718) 729-5480
	Sale Point Posters, Inc. #748-00-239-1565	Chase Manhattan Bank, NA 10-51 Jackson Ave Long Island City, NY 11101 Sherry Statten (718) 729-5480
	Vista Joliet Company, LLC #438-354-3	Harris Bank 101 Burr Ridge Pkwy Burr Ridge, Ill 60521 Rita Butler (630) 920-7004

::ODMA\PCDOCS\SDLIB01\83644\3

::ODMA\PCDOCS\SDLIB01\83644\3

Schedule G

UCC Filing Offices

See Exhibits A, B and C to Schedule D

•

SCHEDULE H

FORM OF LIMITED LIABILITY COMPANY NOTICE

TO: [Name of Pledged Entity]

Notice is hereby given that, pursuant to the Guarantor Security Agreement dated as of September __, 2000 (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof, the "Agreement"), made by [NAME OF GRANTOR] (the "Grantor") in favor of Union Bank of California, N.A., as Arranging Agent (the "Agent") on behalf of the lenders described therein, the Grantor has pledged and assigned to the Agent for the benefit of the Secured Party (as defined in the Agreement), and granted to the Agent for the benefit of the Secured Party a continuing security interest in, all right, title and interest of the Grantor, whether now existing or hereafter arising or acquired, as a member in [NAME OF PLEDGED ENTITY] (the "Limited Liability Company"), and in, to and under the [TITLE OF APPLICABLE LIMITED LIABILITY COMPANY AGREEMENT] (the "Limited Liability Company Agreement"), as such security interest is more particularly described in the Agreement

Pursuant to the Agreement, the Limited Liability Company is hereby authorized and directed to register the Grantor's pledge to the Agent on behalf of the Secured Party of the interest of the Grantor on the Limited Liability Company's books.

The Grantor hereby requests the Limited Liability Company to indicate the Limited Liability Company's acceptance of this Notice and consent to and confirmation of its terms and provisions by signing a copy hereof where indicated on the attached page and returning the same to the Agent on behalf of the Lender.

[NAME OF GRANTOR]

By: _____
Title: _____

FORM OF ACKNOWLEDGMENT

[NAME OF PLEDGED ENTITY] (the "Limited Liability Company") hereby acknowledges receipt of a copy of (i) the assignment by [NAME OF GRANTOR] ("Grantor") of its interest under the [TITLE OF APPLICABLE LIMITED LIABILITY COMPANY AGREEMENT] and (ii) the Guarantor Security Agreement dated as of September __, 2000 made by Grantor in favor of Union Bank of California, N.A., as Arranging Agent (the "Agent"), on behalf of the Secured Party described therein, to which such assignment relates. The undersigned hereby further confirms the registration of the Grantor's pledge of its interest to the Agent on behalf of the Lenders on the Limited Liability Company's books.

Dated: September __, 2000

[NAME OF PLEDGED ENTITY]

By: _____
Title: _____

SCHEDULE I

Part 1

1. Entravision Holdings, LLC
2. Entravision-El Paso, L.L.C.
3. Entravision, L.L.C.
4. Entravision Communications Of Midland, LLC
5. Entravision Midland Holdings, LLC
6. Los Cerezos Television Company

Part 2

7. KSMS-TV, Inc.
8. Tierra Alta Broadcasting, Inc.
9. Cabrillo Broadcasting Corporation
10. Golden Hills Broadcasting Corporation
11. Las Tres Palmas Corporation
12. Valley Channel 48, Inc.
13. Telecorpus, Inc.
14. Entravision Communications Company, L.L.C.