

provide similar services to any other radio station in the same market as Matos' Culebra station.

6. This Agreement (a) shall be governed by the laws of the Commonwealth of Puerto Rico; (b) constitutes the entire agreement of the parties; (c) may not be modified except by a writing executed by the parties, and (d) may not be assigned without the express written consent of the parties.

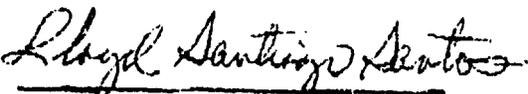
7. This Agreement may be terminated by Matos if Santiago fails to perform his assigned services or provides consulting services to another radio station in the Culebra market thereby breaching the exclusivity portion of this Agreement.

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

AURIO A. MATOS



LLOYD SANTIAGO SANTOS



CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made as of this day of July, 1994 by and between Aurio A. Matos ("Matos") and Lourdes Rodrigues Bonet ("Rodrigues").

WHEREAS, Rodrigues and her husband, Lloyd Santiago Santos jointly filed an application for a new FM Station to serve Culebra, Puerto Rico (the "Santiago and Rodrigues Application"); and

WHEREAS, Matos had filed an application for a new FM Station to serve Culebra, Puerto Rico; and

WHEREAS, the Matos and Santiago and Rodrigues applications were mutually exclusive and designated for hearing by the Commission; and

WHEREAS, Matos and Santiago and Rodrigues did enter into an agreement on March 1, 1994, to settle the pending FCC proceeding, proposing voluntary dismissal of the Santiago and Rodrigues Application and grant of the Matos application (the "Settlement Agreement"); and

 WHEREAS, Rodrigues claims experience in accounting and a general business background, and Matos has agreed to hire Rodrigues on a part-time basis for a period of two years as a Business and Financial Consultant;

NOW THEREFORE, in consideration of the promises made herein, the parties agree as follows:

1. This Agreement shall have a term of two (2) years commencing upon the date Matos is issued a construction permit for the Culebra station.

2. Rodrigues will provide consulting services to Matos on a part-time basis relating to the establishment of accounting and bookkeeping systems and formulation of cost and revenue projections for the new FM station. Implementation and use of any plans or projections made by Rodrigues will take place under the direction of Matos.

3. Matos agrees to pay Rodrigues the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) per year for each of the two years as compensation for her part-time services. Such compensation shall be paid to Rodrigues in monthly installments of One Thousand Forty Dollars (\$1,040.00) on the last day of every month during the term of this Agreement. To arrive at the annual salary, monthly payments for the twelfth and twenty-fourth month will be One Thousand Sixty Dollars (\$1,060.00). The Parties anticipate that Rodrigues will work approximately Forty (40) hours per month for an hourly salary of Twenty Six Dollars (\$26.00) per hour.

4. Within ten (10) days after the FCC issues a construction permit to Matos, Matos will place Rodrigues' first year salary in an Escrow Account, pursuant to an Escrow Agreement which will instruct the Escrow Agent to release the funds on a monthly basis pursuant to the payment schedule described herein. The salary for the second year salary shall be placed in escrow one year after the date the first year salary is placed in escrow provided that neither party has terminated this Agreement. Distribution of the second year salary shall follow the same procedure as utilized to

distribute the first year salary.

5. During the term of this Agreement, Rodrigues shall not provide similar services to any other radio station in the same market as Matos' Culebra station.

6. This Agreement (a) shall be governed by the laws of the Commonwealth of Puerto Rico; (b) constitutes the entire agreement of the parties; (c) may not be modified except by a writing executed by the parties, and (d) may not be assigned without the express written consent of the parties.

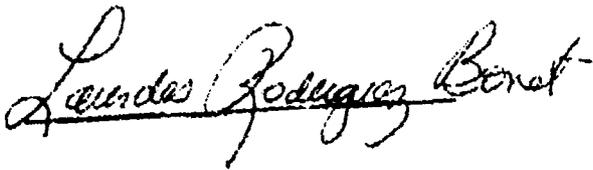
7. This Agreement may be terminated by Matos if Santiago fails to perform his assigned services or provides consulting services to another radio station in the Culebra market thereby breaching the exclusivity portion of this Agreement.

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

AURIO A. MATOS



LOURDES RODRIGUES BONET



CERTIFICATE OF SERVICE

I, Phyllis D. Lee, a secretary at the law firm of Brown Nietert & Kaufman, Chartered, do hereby certify that I caused a copy of the foregoing "**SUPPLEMENT TO JOINT REQUEST FOR APPROVAL OF SETTLEMENT**" to be sent via first class U.S. mail this 22nd day of July, 1994 to each of the following:

Honorable Joseph A. Marino, Chairman*
The Review Board
Federal Communications Commission
2000 L Street, N.W.
Washington, DC 20554

Honorable Marjorie Reed Greene*
The Review Board
Federal Communications Commission
2000 L Street, N.W.
Washington, DC 20554

Allan Sacks, Chief of Law*
The Review Board
Federal Communications Commission
2000 L Street, N.W.
Washington, DC 20554

Audrey P. Rasmussen, Esq.
David L. Hill, Esq.
O'Connor & Hannan
1919 Pennsylvania Avenue, N.W., Suite 800
Washington, DC 20006

Gary Schonman, Esq.**
Hearing Branch
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, DC 20554



Phyllis D. Lee

* - Via Hand Delivery
** - Via FCC Mailroom

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