

415632 (inv)

Chg Fred. J. Johnson + G. B. G. P.C.
Founders Square
900 Jackson St.
Dallas, Texas
75 202 - 4499
A.H.N. Mallera T.
McGregor

098361

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

APR 30 1990

Anna N. Anton
AUDITOR LAKE COUNTY

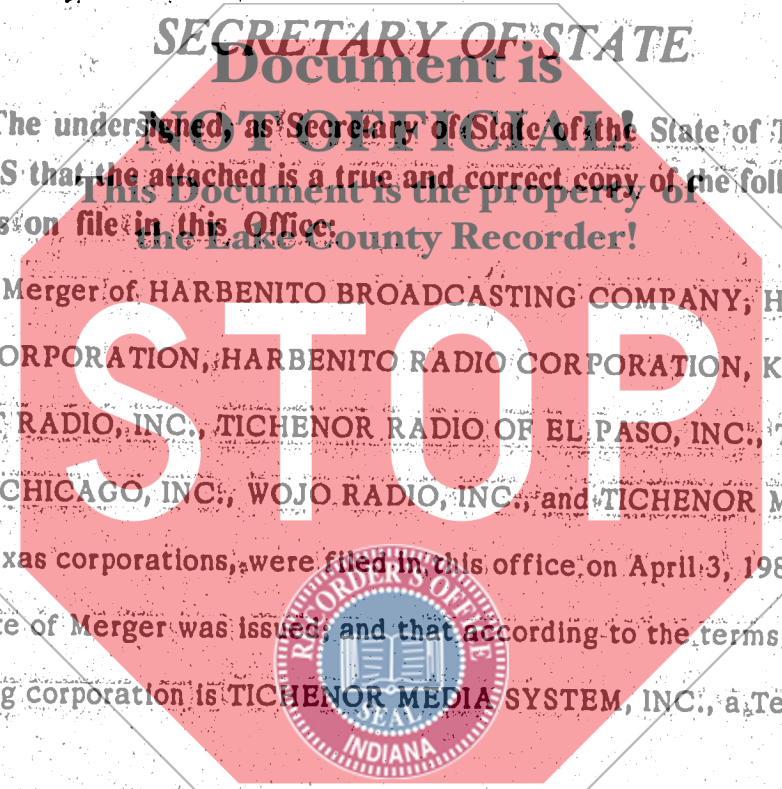


The State of Texas

SECRETARY OF STATE
Document is

The undersigned, as Secretary of State of the State of Texas, HEREBY
CERTIFIES that the attached is a true and correct copy of the following described
instruments on file in this Office:

Articles of Merger of HARBENITO BROADCASTING COMPANY, HARBENITO
REALTY CORPORATION, HARBENITO RADIO CORPORATION, KUNO RADIO,
INC., KLAT RADIO, INC., TICHENOR RADIO OF EL PASO, INC., TICHENOR
RADIO OF CHICAGO, INC., WOJO RADIO, INC., and TICHENOR MEDIA SYSTEM,
INC., all Texas corporations, were filed in this office on April 3, 1989, for which
a Certificate of Merger was issued, and that according to the terms of the Merger
the surviving corporation is TICHENOR MEDIA SYSTEM, INC., a Texas corporation.



CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
MAY 2 1 1990

Key # 2-6-5-2
49-152-63
49-226-1



IN TESTIMONY WHEREOF, I have hereunto
signed my name officially and caused to be im-
pressed hereon the Seal of State at my office in
the City of Austin, this

23rd day of April, A. D. 19 90

Greg S. Bayard
Secretary of State 001649em
80.50

FILED
in the Office of the
Secretary of State of Texas

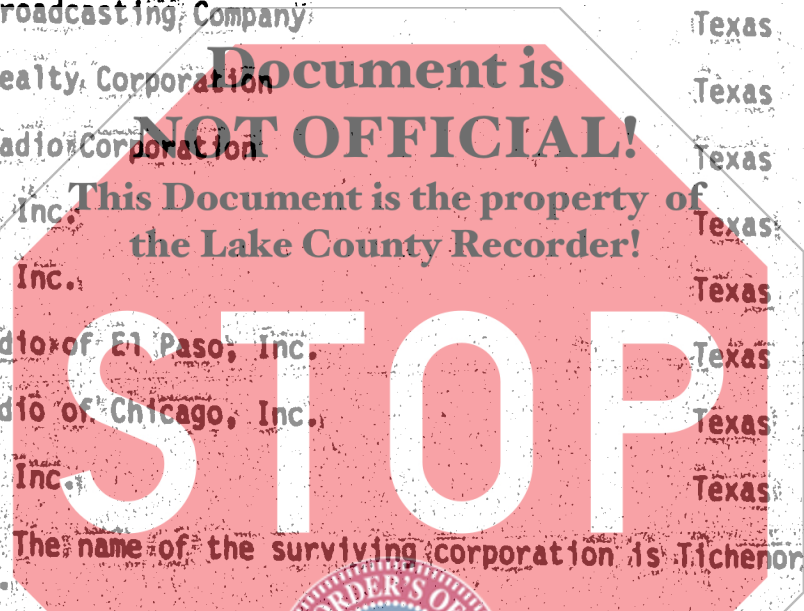
ARTICLES OF MERGER OF
DOMESTIC CORPORATIONS

APR 03 1989

Pursuant to Article 5.06 of the Texas Business Corporation Act, the undersigned domestic corporations hereby adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The names of the undersigned corporations and the states under the laws of which they are respectively organized are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Tichenor Media System, Inc.	Texas
Harbenito Broadcasting Company	Texas
Harbenito Realty Corporation	Texas
Harbenito Radio Corporation	Texas
KUNO Radio, Inc.	Texas
KLAT Radio, Inc.	Texas
Tichenor Radio of El Paso, Inc.	Texas
Tichenor Radio of Chicago, Inc.	Texas
WOJO Radio, Inc.	Texas



2. The name of the surviving corporation is Tichenor Media System, Inc.

3. Each of the corporations listed above has adopted an Agreement and Plan of Merger, dated as of March 17, 1989 (the "Plan"), copies of which are attached as Exhibits A-H hereto, and each was approved by the unanimous written consent of the shareholders of the undersigned domestic corporations in the manner prescribed by the Texas Business Corporation Act. Copies of each respective Resolution of the Unanimous Written Consent of the Board of Directors of each of the corporations, each adopted March 17, 1989, are attached as Exhibits i-viii.

4. As to each of the undersigned corporations, the number of shares outstanding, the number of shares entitled to vote, and the number and designation of the shares of any class or series entitled to vote as a class or series are:

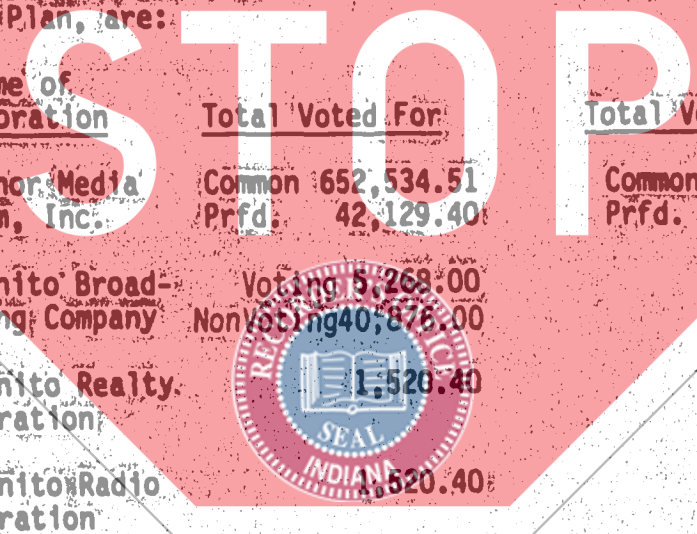
<u>Name of Corporation</u>	<u>Number of Shares of Stock Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
Tichenor Media System, Inc.	Common 652,534.51 Prfd. 42,129.40	Common 652,534.51 Prfd. 42,129.40

Harbenito Broad- casting Company	46,144.00	5,268.00
Harbenito Realty Corporation	1,520.40	1,520.40
Harbenito Radio Corporation	1,520.40	1,520.40
KUNO Radio, Inc.	36,816.00	5,100.00
KLAT Radio, Inc.	10,000.00	10,000.00
Tichenor Radio of of El Paso, Inc.	10,000.00	10,000.00
Tichenor Radio of Chicago, Inc.	10,000.00	10,000.00
WOJO Radio, Inc.	5,000.00	5,000.00

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15. As to each of the undersigned corporations, the number of shares voted for and against the plan, respectively, and the number of shares of any class entitled to vote as a class or series voted for and against the Plan, are:

Name of Corporation	Total Voted For	Total Voted Against
Tichenor Media System, Inc.	Common 652,534.51 Prfd. 42,129.40	Common -0- Prfd. -0-
Harbenito Broad- casting Company	Voting 5,268.00 Non-Voting 40,876.00	-0- -0-
Harbenito Realty Corporation	1,520.40	-0-
Harbenito Radio Corporation	1,520.40	-0-
KUNO Radio, Inc.	Voting 5,100.00 Non-Voting 31,716.00	-0- -0-
KLAT Radio, Inc.	10,000.00	-0-
Tichenor Radio of of El Paso, Inc.	10,000.00	-0-
Tichenor Radio of Chicago, Inc.	10,000.00	-0-
WOJO Radio, Inc.	5,000.00	-0-



IN WITNESS WHEREOF, each of the undersigned corporations has caused this instrument to be executed by and on its behalf and in its corporate name as of March 31, 1989.

HARBENITO BROADCASTING COMPANY

TICHENOR MEDIA SYSTEM, INC.

By: [Signature]
McHenry T. Tichenor, Jr.
President

By: [Signature]
McHenry T. Tichenor, Jr.
President

HARBENITO REALTY CORPORATION

By: [Signature]
McHenry T. Tichenor, Jr.
President

HARBENITO RADIO CORPORATION

By: [Signature]
McHenry T. Tichenor, Jr.
President

KUNO RADIO, INC.

By: [Signature]
McHenry T. Tichenor, Jr.
President

KLAT RADIO, INC.

By: [Signature]
McHenry T. Tichenor, Jr.
President

TICHENOR RADIO OF EL PASO, INC.

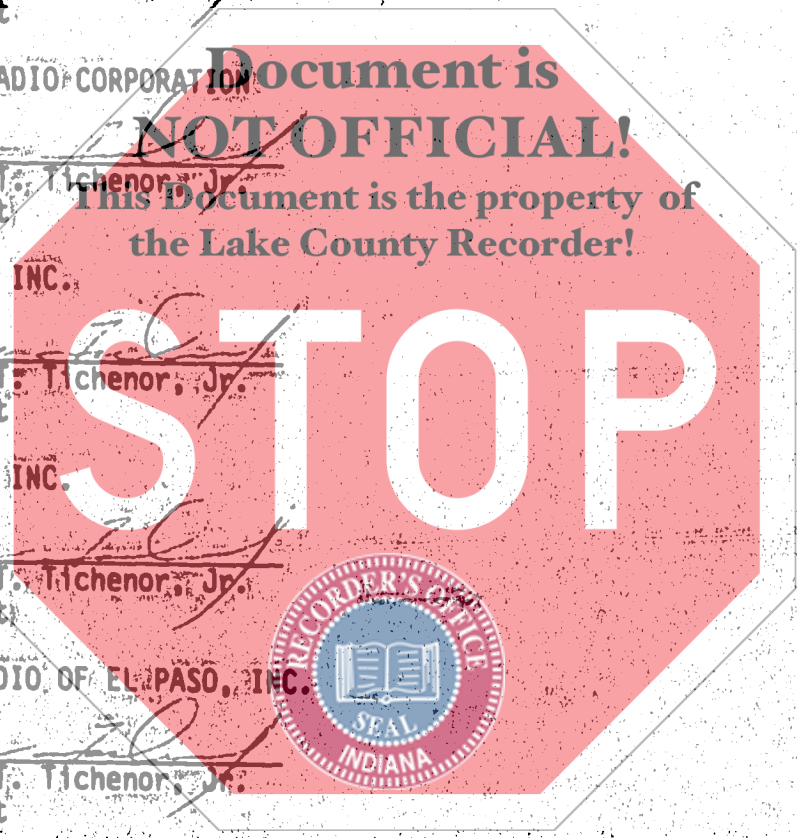
By: [Signature]
McHenry T. Tichenor, Jr.
President

TICHENOR RADIO OF CHICAGO, INC.

By: [Signature]
McHenry T. Tichenor, Jr.
President

WOJO RADIO, INC.

By: [Signature]
McHenry T. Tichenor, Jr.
President



AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of March 17, 1989, is entered into by and between Tichenor Media System, Inc., a Texas corporation ("Parent"), and Harbenito Broadcasting Company, a Texas corporation ("Subsidiary").

WHEREAS, the Board of Directors of Parent and Subsidiary deem it advisable, and for the benefit and in the best interests of their respective corporations and shareholders, for such corporations (sometimes collectively referred to herein as the "Constituent Corporations") to merge into a single corporation (the "Merger"), with Parent being the surviving corporation (Parent, in its capacity as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the laws of the Texas; and

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WHEREAS, the Board of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provision as are deemed necessary or desirable, the parties hereto agree as follows:



1.01 In accordance with the provisions of the laws of Texas, at the Effective Time (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, Parent, which shall be the surviving corporation of the Merger, and Parent, as the surviving corporation, shall continue to exist under and be governed by the laws of the State of Texas.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of Parent, as the surviving corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of Subsidiary, with all of its purposes, powers,

franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of Subsidiary shall thereafter cease except to the extent continued by statute.

ARTICLE TWO

2.01 The Merger shall become effective (herein called the "Effective Time") upon compliance with all applicable requirements of Texas law and the issuance by the Secretary of State of the State of Texas of a Certificate of Merger.

2.02 All expenses incident to the Merger shall be paid by the Surviving Corporation.

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ARTICLE THREE

3.01 The Certificate of Incorporation of Parent in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The name and address of the registered agent of Parent in the State of Texas immediately prior to the Effective Time, shall be the name and address of the registered agent of the Surviving Corporation in the State of Texas until changed in the manner provided by law.

3.03 The Bylaws of Parent in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.04 The directors of Parent in office at the Effective Time, including all committees thereof as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 The officers of Parent in office at the Effective Time shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in Parent, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

ARTICLE FOUR

4.01 All of the issued and outstanding shares of capital stock of Subsidiary held by its shareholders immediately prior to the Effective Time, together with any shares held in the treasury of Subsidiary immediately prior to the Effective Time, shall at the Effective Time be cancelled and retired and shall cease to exist, and all certificates representing such shares shall be cancelled, and no cash or securities or other property shall be issued in the Merger in respect of such shares.

4.02 The stock transfer books of Subsidiary shall be closed as of the close of business on the date immediately preceding the Effective Time, and no transfer of record of any of the capital stock of Subsidiary shall take place thereafter.

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ARTICLE FIVE

5.01 At the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature, and all property, real, personal and mixed, all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to, each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time. The Surviving Corporation shall, at the Effective Time and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the

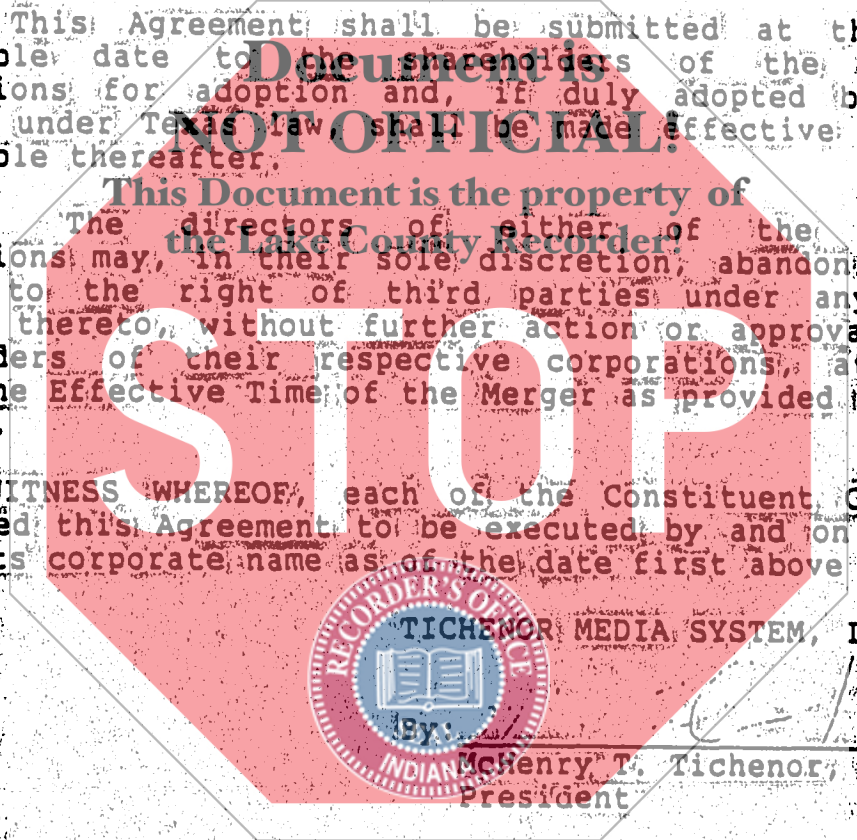
Surviving Corporation the title to any property of either of the Constituent Corporations, then the directors of such Constituent Corporation shall execute and deliver any and all such deeds, assignments, or assurances necessary to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

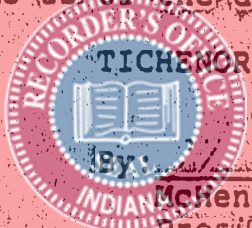
6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if duly adopted by the vote required under Texas law, shall be made effective as soon as practicable thereafter.

6.02 The directors of either of the Constituent Corporations may, in their sole discretion, abandon the Merger, subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of Texas.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written:



TICHENOR MEDIA SYSTEM, INC.



By: McHenry T. Tichenor, Jr.
President

HARBENITO BROADCASTING COMPANY

By: McHenry T. Tichenor, Jr.
President

0873G*0966G

AGREEMENT AND PLAN OF MERGER

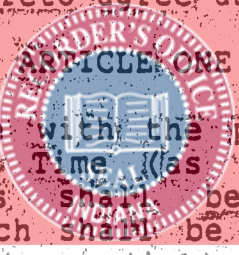
This Agreement and Plan of Merger (the "Agreement") dated as of March 17, 1989, is entered into by and between Tichenor Media System, Inc., a Texas corporation ("Parent"), and Harbenito Realty Corporation, a Texas corporation ("Subsidiary").

WHEREAS, the Board of Directors of Parent and Subsidiary deem it advisable, and for the benefit and in the best interests of their respective corporations and shareholders, for such corporations (sometimes collectively referred to herein as the "Constituent Corporations") to merge into a single corporation (the "Merger"), with Parent being the surviving corporation (Parent, in its capacity as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the laws of the Texas; and

This Document is the property of

WHEREAS, the Board of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provision as are deemed necessary or desirable, the parties hereto agree as follows:



1.01 In accordance with the provisions of the laws of Texas, at the Effective Time (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, Parent, which shall be the surviving corporation of the Merger, and Parent, as the surviving corporation, shall continue to exist under and be governed by the laws of the State of Texas.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of Parent, as the surviving corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of Subsidiary, with all of its purposes, powers,

franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of Subsidiary shall thereafter cease except to the extent continued by statute.

ARTICLE TWO

2.01 The Merger shall become effective (herein called the "Effective Time") upon compliance with all applicable requirements of Texas law and the issuance by the Secretary of State of the State of Texas of a Certificate of Merger.

2.02 All expenses incident to the Merger shall be paid by the Surviving Corporation.

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3.01 The Certificate of Incorporation of Parent in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The name and address of the registered agent of Parent in the State of Texas immediately prior to the Effective Time shall be the name and address of the registered agent of the Surviving Corporation in the State of Texas until changed in the manner provided by law.

3.03 The Bylaws of Parent in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.04 The directors of Parent in office at the Effective Time, including all committees thereof as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 The officers of Parent in office at the Effective Time shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in Parent, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

ARTICLE FOUR

4.01 All of the issued and outstanding shares of capital stock of Subsidiary held by its shareholders immediately prior to the Effective Time, together with any shares held in the treasury of Subsidiary immediately prior to the Effective Time, shall at the Effective Time be cancelled and retired and shall cease to exist and all certificates representing such shares shall be cancelled, and no cash or securities or other property shall be issued in the Merger in respect of such shares.

4.02 The stock transfer books of Subsidiary shall be closed as of the close of business on the date immediately preceding the Effective Time, and no transfer of record of any of the capital stock of Subsidiary shall take place thereafter.

ARTICLE FIVE

5.01 At the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature; and all property, real, personal and mixed; all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time. The Surviving Corporation shall at the Effective Time and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the

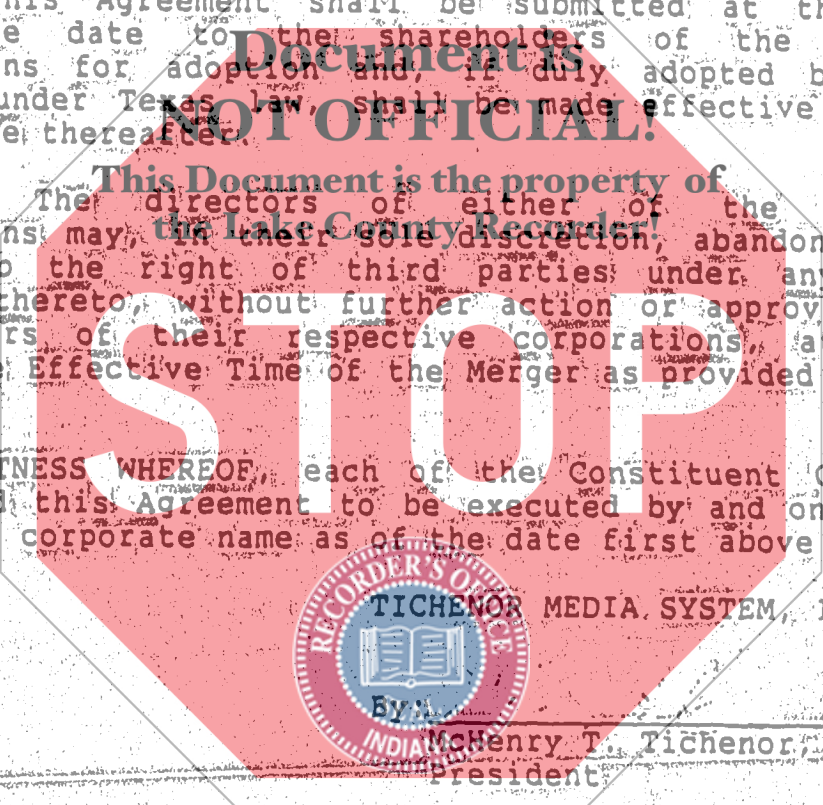
Surviving Corporation the title to any property of either of the Constituent Corporations, then the directors of such Constituent Corporation shall execute and deliver any and all such deeds, assignments, or assurances necessary to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if duly adopted by the vote required under Texas law, shall be made effective as soon as practicable thereafter.

6.02 The directors of either of the Constituent Corporations may, in their sole discretion, abandon the Merger subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of Texas.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.



HARBENITO REALTY CORPORATION

By:

McHenry T. Tichenor, Jr.,
President

0873G*0966G

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") dated as of March 17, 1989, is entered into by and between Tichenor Media System, Inc., a Texas corporation ("Parent"), and Harbenito Radio Corporation, a Texas corporation ("Subsidiary").

WHEREAS, the Board of Directors of Parent and Subsidiary deem it advisable, and for the benefit and in the best interests of their respective corporations and shareholders, for such corporations (sometimes collectively referred to herein as the "Constituent Corporations") to merge into a single corporation (the "Merger"), with Parent being the surviving corporation (Parent, in its capacity as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the laws of the Texas; and

WHEREAS, the Board of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provision as are deemed necessary or desirable, the parties hereto agree as follows:

ARTICLE ONE

1.01. In accordance with the provisions of the laws of Texas at the Effective Time (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, Parent, which shall be the surviving corporation of the Merger, and Parent, as the surviving corporation, shall continue to exist under and be governed by the laws of the State of Texas.

1.02. Except as may otherwise be set forth herein, the corporate existence and identity of Parent, as the surviving corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of Subsidiary, with all of its purposes, powers,

franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of Subsidiary shall thereafter cease except to the extent continued by statute.

ARTICLE TWO

2.01 The Merger shall become effective (herein called the "Effective Time") upon compliance with all applicable requirements of Texas law and the issuance by the Secretary of State of the State of Texas of a Certificate of Merger.

2.02 All expenses incident to the Merger shall be paid by the Surviving Corporation.

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ARTICLE THREE

3.01 The Certificate of Incorporation of Parent in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The name and address of the registered agent of Parent in the State of Texas immediately prior to the Effective Time, shall be the name and address of the registered agent of the Surviving Corporation in the State of Texas until changed in the manner provided by law.

3.03 The Bylaws of Parent in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.04 The directors of Parent in office at the Effective Time, including all committees thereof as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 The officers of Parent in office at the Effective Time shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in Parent, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

ARTICLE FOUR

4.01 All of the issued and outstanding shares of capital stock of Subsidiary held by its shareholders immediately prior to the Effective Time, together with any shares held in the treasury of Subsidiary immediately prior to the Effective Time, shall at the Effective Time be cancelled and retired and shall cease to exist and all certificates representing such shares shall be cancelled, and no cash or securities or other property shall be issued in the Merger in respect of such shares.

4.02 The stock transfer books of Subsidiary shall be closed as of the close of business on the date immediately preceding the Effective Time, and no transfer of record of any of the capital stock of Subsidiary shall take place thereafter.

ARTICLE FIVE

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5.01 At the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature; and all property, real, personal and recorded, all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time. The Surviving Corporation shall, at the Effective Time and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the

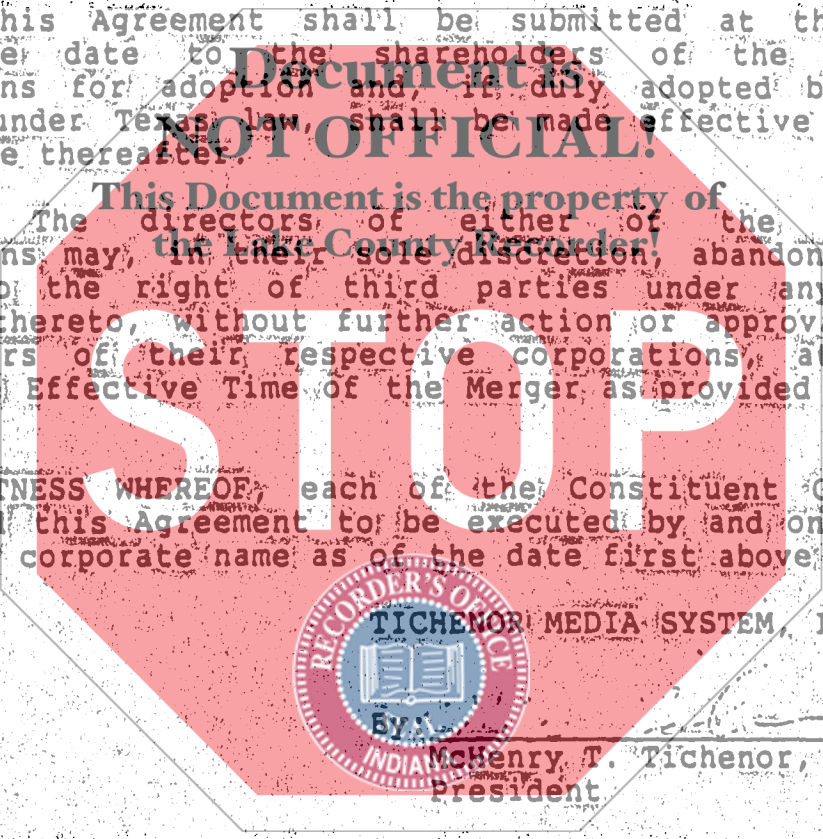
Surviving Corporation the title to any property of either of the Constituent Corporations, then the directors of such Constituent Corporation shall execute and deliver any and all such deeds, assignments, or assurances necessary to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if duly adopted by the vote required under Texas law, shall be made effective as soon as practicable thereafter.

6.02 The directors of either of the Constituent Corporations may, in their sole discretion, abandon the Merger subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of Texas.

IN WITNESS WHEREOF each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.



HARBENITO RADIO CORPORATION

By: McHenry T. Tichenor, Jr.
President

0873G*0966G

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") dated as of March 17, 1989, is entered into by and between Tichenor Media System, Inc., a Texas corporation ("Parent"), and KUNO Radio, Inc., a Texas corporation ("Subsidiary").

WHEREAS, the Board of Directors of Parent and Subsidiary deem it advisable, and for the benefit and in the best interests of their respective corporations and shareholders, for such corporations (sometimes collectively referred to herein as the "Constituent Corporations") to merge into a single corporation (the "Merger"), with Parent being the surviving corporation (Parent, in its capacity as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the laws of the Texas, and

WHEREAS, the Board of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provision as are deemed necessary or desirable, the parties hereto agree as follows:



1.01 In accordance with the provisions of the laws of Texas, at the Effective Time (as hereinafter defined) the Constituent Corporations shall be merged into a single corporation, Parent, which shall be the surviving corporation of the Merger, and Parent, as the surviving corporation, shall continue to exist under and be governed by the laws of the State of Texas.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of Parent, as the surviving corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of Subsidiary, with all of its purposes, powers,

franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of Subsidiary shall thereafter cease except to the extent continued by statute.

ARTICLE TWO

2.01 The Merger shall become effective (herein called the "Effective Time") upon compliance with all applicable requirements of Texas law and the issuance by the Secretary of State of the State of Texas of a Certificate of Merger.

2.02 All expenses incident to the Merger shall be paid by the Surviving Corporation.

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ARTICLE THREE

3.01 The Certificate of Incorporation of Parent in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The name and address of the registered agent of Parent in the State of Texas immediately prior to the Effective Time, shall be the name and address of the registered agent of the Surviving Corporation in the State of Texas until changed in the manner provided by law.

3.03 The Bylaws of Parent in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.04 The directors of Parent in office at the Effective Time, including all committees thereof, as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 The officers of Parent in office at the Effective Time shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in Parent, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

ARTICLE FOUR

4.01 All of the issued and outstanding shares of capital stock of Subsidiary held by its shareholders immediately prior to the Effective Time, together with any shares held in the treasury of Subsidiary immediately prior to the Effective Time, shall at the Effective Time be cancelled and retired and shall cease to exist and all certificates representing such shares shall be cancelled, and no cash or securities or other property shall be issued in the Merger in respect of such shares.

4.02 The stock transfer books of Subsidiary shall be closed as of the close of business on the date immediately preceding the Effective Time, and no transfer of record of any of the capital stock of Subsidiary shall take place thereafter.

ARTICLE FIVE

NOT OFFICIAL

5.01 At the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature; and all property, real, personal and mixed, all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time. The Surviving Corporation shall, at the Effective Time and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the

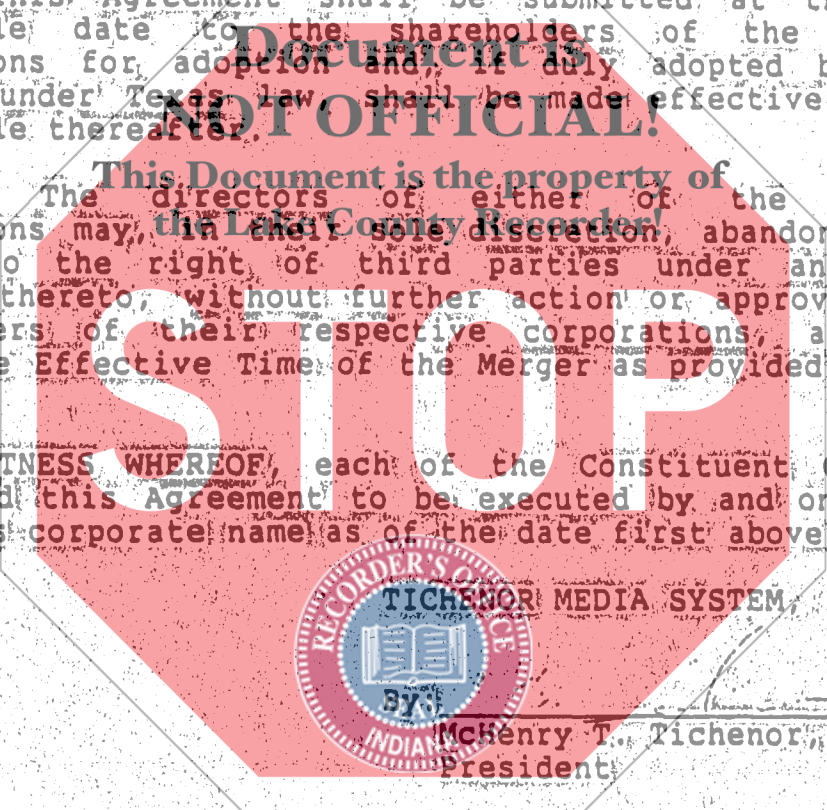
Surviving Corporation the title to any property of either of the Constituent Corporations; then the directors of such Constituent Corporation shall execute and deliver any and all such deeds, assignments, or assurances necessary to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if duly adopted by the vote required under Texas law, shall be made effective as soon as practicable thereafter.

6.02 The directors of either of the Constituent Corporations may, in their sole discretion, abandon the Merger subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of Texas.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written:



KUNO RADIO, INC.

By: MCHENRY T. TICHENOR, JR.,
President

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") dated as of March 17, 1989, is entered into by and between Tichenor Media System, Inc., a Texas corporation ("Parent"), and KLAT Radio, Inc., a Texas corporation ("Subsidiary").

WHEREAS, the Board of Directors of Parent and Subsidiary deem it advisable, and for the benefit and in the best interests of their respective corporations and shareholders, for such corporations (sometimes collectively referred to herein as the "Constituent Corporations") to merge into a single corporation (the "Merger"), with Parent being the surviving corporation (Parent, in its capacity as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the laws of the Texas; and

WHEREAS, the Board of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provision as are deemed necessary or desirable, the parties hereto agree as follows:

ARTICLE ONE

1.01 In accordance with the provisions of the laws of Texas, at the Effective Time (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, Parent, which shall be the surviving corporation of the Merger, and Parent, as the surviving corporation, shall continue to exist under and be governed by the laws of the State of Texas.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of Parent, as the surviving corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of Subsidiary, with all of its purposes, powers,



franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of Subsidiary shall thereafter cease except to the extent continued by statute.

ARTICLE TWO

2.01 The Merger shall become effective (herein called the "Effective Time") upon compliance with all applicable requirements of Texas law and the issuance by the Secretary of State of the State of Texas of a Certificate of Merger.

2.02 All expenses incident to the Merger shall be paid by the Surviving Corporation.

Document is NOT OFFICIAL

3.01 The Certificate of Incorporation of Parent in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The name and address of the registered agent of Parent in the State of Texas immediately prior to the Effective Time, shall be the name and address of the registered agent of the Surviving Corporation in the State of Texas until changed in the manner provided by law.

3.03 The Bylaws of Parent in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.04 The directors of Parent in office at the Effective Time, including all committees thereof, as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 The officers of Parent in office at the Effective Time shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in Parent, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

ARTICLE FOUR

4.01 All of the issued and outstanding shares of capital stock of Subsidiary held by its shareholders immediately prior to the Effective Time, together with any shares held in the treasury of Subsidiary immediately prior to the Effective Time, shall at the Effective Time be cancelled and retired and shall cease to exist and all certificates representing such shares shall be cancelled, and no cash or securities or other property shall be issued in the Merger in respect of such shares.

4.02 The stock transfer books of Subsidiary shall be closed as of the close of business on the date immediately preceding the Effective Time, and no transfer of record of any of the capital stock of Subsidiary shall take place thereafter.

ARTICLE FIVE

NOT OFFICIAL

5.01 At the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature; and all property, real, personal and mixed, all debts due on whatever account, and all other choses in action, and all, and every other interest, of or belonging to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time. The Surviving Corporation shall at the Effective Time and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the

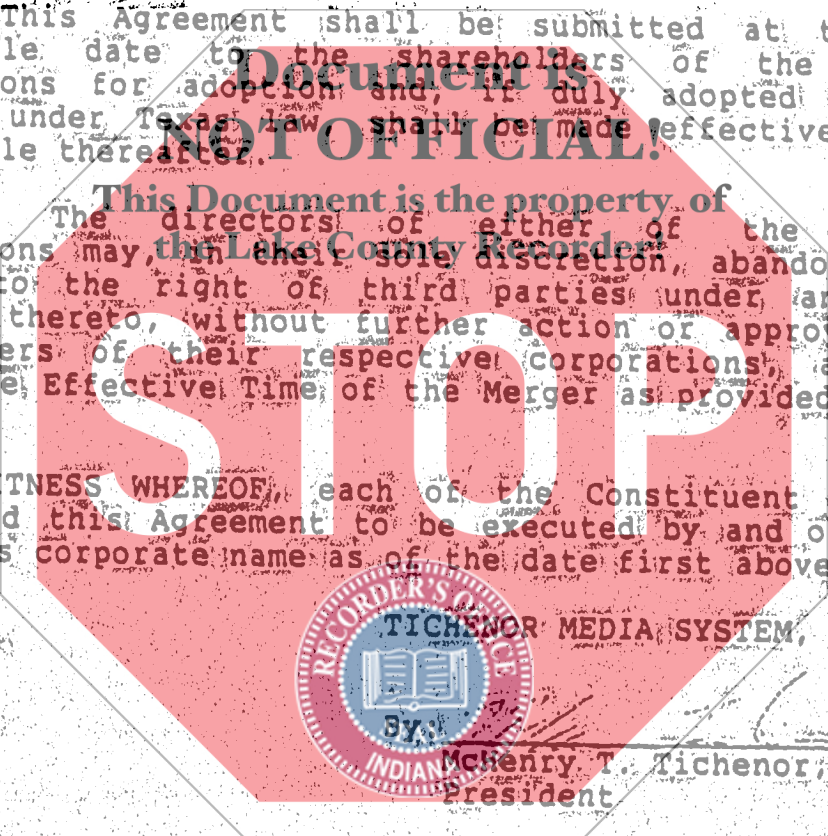
Surviving Corporation the title to any property of either of the Constituent Corporations, then the directors of such Constituent Corporation shall execute and deliver any and all such deeds, assignments, or assurances necessary to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if duly adopted by the vote required under Texas law, shall be made effective as soon as practicable thereafter.

6.02 The directors of either of the Constituent Corporations may, in their sole discretion, abandon the Merger subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of Texas.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.



TICHENOR MEDIA SYSTEM, INC.

By: McHenry T. Tichenor, Jr., President

KLAT RADIO, INC.

By: McHenry T. Tichenor, Jr., President

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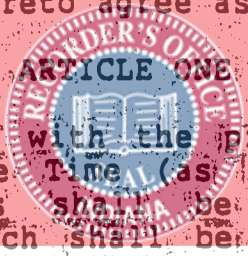
AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") dated as of March 17, 1989, is entered into by and between Tichenor Media System, Inc., a Texas corporation ("Parent"), and Tichenor Radio of El Paso, Inc., a Texas corporation ("Subsidiary").

WHEREAS, the Board of Directors of Parent and Subsidiary deem it advisable, and for the benefit and in the best interests of their respective corporations and shareholders, for such corporations (sometimes collectively referred to herein as the "Constituent Corporations") to merge into a single corporation (the "Merger"), with Parent being the surviving corporation (Parent, in its capacity as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the laws of the Texas; and

WHEREAS, the Board of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provision as are deemed necessary or desirable, the parties hereto agree as follows:



1.01 In accordance with the provisions of the laws of Texas, at the Effective Time (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, Parent, which shall be the surviving corporation of the Merger, and Parent, as the surviving corporation, shall continue to exist under and be governed by the laws of the State of Texas.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of Parent, as the surviving corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of Subsidiary, with all of its purposes, powers,

franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of Subsidiary shall thereafter cease except to the extent continued by statute.

ARTICLE TWO

2.01 The Merger shall become effective (herein called the "Effective Time") upon compliance with all applicable requirements of Texas law and the issuance by the Secretary of State of the State of Texas of a Certificate of Merger.

2.02 All expenses incident to the Merger shall be paid by the Surviving Corporation.

Document is NOT OFFICIAL! ARTICLE THREE

3.01 The Certificate of Incorporation of Parent in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The name and address of the registered agent of Parent in the State of Texas immediately prior to the Effective Time shall be the name and address of the registered agent of the Surviving Corporation in the State of Texas until changed in the manner provided by law.

3.03 The Bylaws of Parent in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.04 The directors of Parent in office at the Effective Time, including all committees thereof as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 The officers of Parent in office at the Effective Time shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in Parent, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

ARTICLE FOUR

4.01 All of the issued and outstanding shares of capital stock of Subsidiary held by its shareholders immediately prior to the Effective Time, together with any shares held in the treasury of Subsidiary immediately prior to the Effective Time, shall at the Effective Time be cancelled and retired and shall cease to exist and all certificates representing such shares shall be cancelled, and no cash or securities or other property shall be issued in the Merger in respect of such shares.

4.02 The stock transfer books of Subsidiary shall be closed as of the close of business on the date immediately preceding the Effective Time, and no transfer of record of any of the capital stock of Subsidiary shall take place thereafter.

ARTICLE FIVE

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5.01 At the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature; and all property, real, personal and mixed, all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time. The Surviving Corporation shall, at the Effective Time and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the

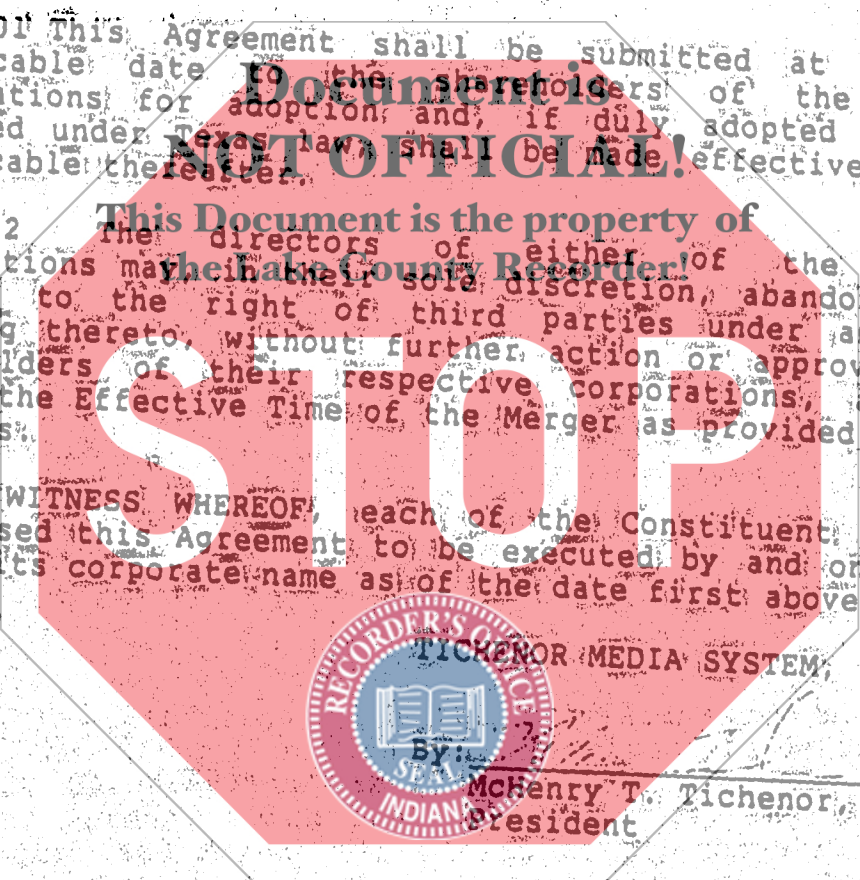
Surviving Corporation the title to any property of either of the Constituent Corporations, then the directors of such Constituent Corporation shall execute and deliver any and all such deeds, assignments, or assurances necessary to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if duly adopted by the vote required under Texas law, shall be made effective as soon as practicable thereafter.

6.02 The directors of either of the Constituent Corporations may in their sole discretion, abandon the Merger subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of Texas.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.



TICHENOR RADIO OF EL PASO, INC.

By: McHenry T. Tichenor, Jr.
President

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") dated as of March 17, 1989, is entered into by and between Tichenor Media System, Inc., a Texas corporation ("Parent"), and Tichenor Radio of Chicago, Inc., a Texas corporation ("Subsidiary").

WHEREAS, the Board of Directors of Parent and Subsidiary deem it advisable, and for the benefit and in the best interests of their respective corporations and shareholders, for such corporations (sometimes collectively referred to herein as the "Constituent Corporations") to merge into a single corporation (the "Merger"), with Parent being the surviving corporation (Parent in its capacity as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the laws of the Texas, and

WHEREAS, the Board of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provisions as are deemed necessary or desirable, the parties hereto agree as follows:



1.01 In accordance with the provisions of the laws of Texas, at the Effective Time (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, Parent, which shall be the surviving corporation of the Merger, and Parent, as the surviving corporation, shall continue to exist under and be governed by the laws of the State of Texas.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of Parent, as the surviving corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of Subsidiary, with all of its purposes, powers,

franchises, privileges, rights and immunities, at the Effective Time of the Merger, shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of Subsidiary shall thereafter cease except to the extent continued by statute.

ARTICLE TWO

2.01 The Merger shall become effective (herein called the "Effective Time") upon compliance with all applicable requirements of Texas law and the issuance by the Secretary of State of the State of Texas of a Certificate of Merger.

2.02 All expenses incident to the Merger shall be paid by the Surviving Corporation.



3.01 The Certificate of Incorporation of Parent in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The name and address of the registered agent of Parent in the State of Texas immediately prior to the Effective Time, shall be the name and address of the registered agent of the Surviving Corporation in the State of Texas until changed in the manner provided by law.

3.03 The Bylaws of Parent in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.04 The directors of Parent in office at the Effective Time, including all committees thereof as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 The officers of Parent in office at the Effective Time shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in Parent, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

ARTICLE FOUR

4.01 All of the issued and outstanding shares of capital stock of Subsidiary held by its shareholders immediately prior to the Effective Time, together with any shares held in the treasury of Subsidiary immediately prior to the Effective Time, shall at the Effective Time be cancelled and retired and shall cease to exist and all certificates representing such shares shall be cancelled, and no cash or securities or other property shall be issued in the Merger in respect of such shares.

4.02 The stock transfer books of Subsidiary shall be closed as of the close of business on the date immediately preceding the Effective Time, and no transfer of record of any of the capital stock of Subsidiary shall take place thereafter.

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5.01 At the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature; and all property, real, personal and mixed, all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time. The Surviving Corporation shall at the Effective Time and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the

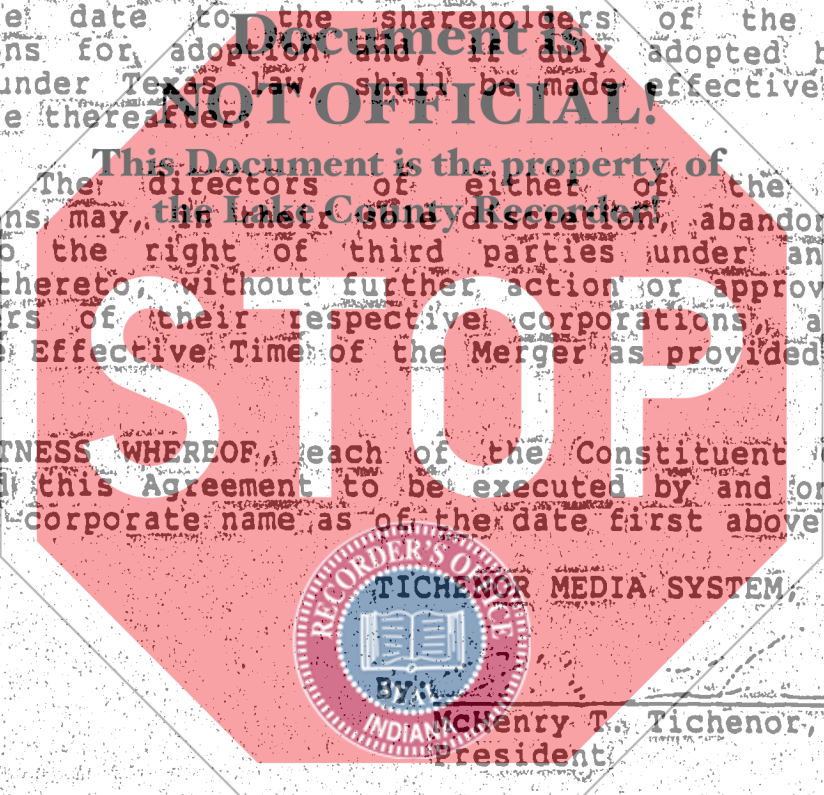
Surviving Corporation the title to any property of either of the Constituent Corporations, then the directors of such Constituent Corporation shall execute and deliver any and all such deeds, assignments, or assurances necessary to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if duly adopted by the vote required under Texas law, shall be made effective as soon as practicable thereafter.

6.02 The directors of either of the Constituent Corporations may, in their sole discretion, abandon the Merger subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of Texas.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.



McHenry T. Tichenor, Jr.
President

TICHENOR RADIO OF CHICAGO, INC.

By: _____
McHenry T. Tichenor, Jr.
President

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") dated as of March 17, 1989, is entered into by and between Tichenor Media System, Inc., a Texas corporation ("Parent"), and WOJO Radio, Inc., a Texas corporation ("Subsidiary").

WHEREAS, the Board of Directors of Parent and Subsidiary deem it advisable, and for the benefit and in the best interests of their respective corporations and shareholders, for such corporations (sometimes collectively referred to herein as the "Constituent Corporations") to merge into a single corporation (the "Merger"), with Parent being the surviving corporation (Parent, in its capacity as the surviving corporation, being sometimes referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the laws of the Texas, and

WHEREAS, the Board of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provision as are deemed necessary or desirable, the parties hereto agree as follows:

ARTICLE ONE

1.01 In accordance with the provisions of the laws of Texas, at the Effective Time (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, Parent, which shall be the surviving corporation of the Merger, and Parent, as the surviving corporation, shall continue to exist under and be governed by the laws of the State of Texas.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of Parent, as the surviving corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of Subsidiary, with all of its purposes, powers,

franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of Subsidiary shall thereafter cease except to the extent continued by statute.

ARTICLE TWO

2.01 The Merger shall become effective (herein called the "Effective Time") upon compliance with all applicable requirements of Texas law and the issuance by the Secretary of State of the State of Texas of a Certificate of Merger.

2.02 All expenses incident to the Merger shall be paid by the Surviving Corporation.

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ARTICLE THREE

3.01 The Certificate of Incorporation of Parent in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The name and address of the registered agent of Parent in the State of Texas immediately prior to the Effective Time shall be the name and address of the registered agent of the Surviving Corporation in the State of Texas until changed in the manner provided by law.

3.03 The Bylaws of Parent in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.04 The directors of Parent in office at the Effective Time, including all committees thereof as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 The officers of Parent in office at the Effective Time shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in Parent, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

ARTICLE FOUR

4.01 All of the issued and outstanding shares of capital stock of Subsidiary held by its shareholders immediately prior to the Effective Time, together with any shares held in the treasury of Subsidiary immediately prior to the Effective Time, shall at the Effective Time be cancelled and retired and shall cease to exist and all certificates representing such shares shall be cancelled, and no cash or securities or other property shall be issued in the Merger in respect of such shares.

4.02 The stock transfer books of Subsidiary shall be closed as of the close of business on the date immediately preceding the Effective Time, and no transfer of record of any of the capital stock of Subsidiary shall take place thereafter.

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ARTICLE FIVE

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5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time. The Surviving Corporation shall, at the Effective Time and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the

RESOLUTIONS BY THE UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS
OF
HARBENITO BROADCASTING COMPANY

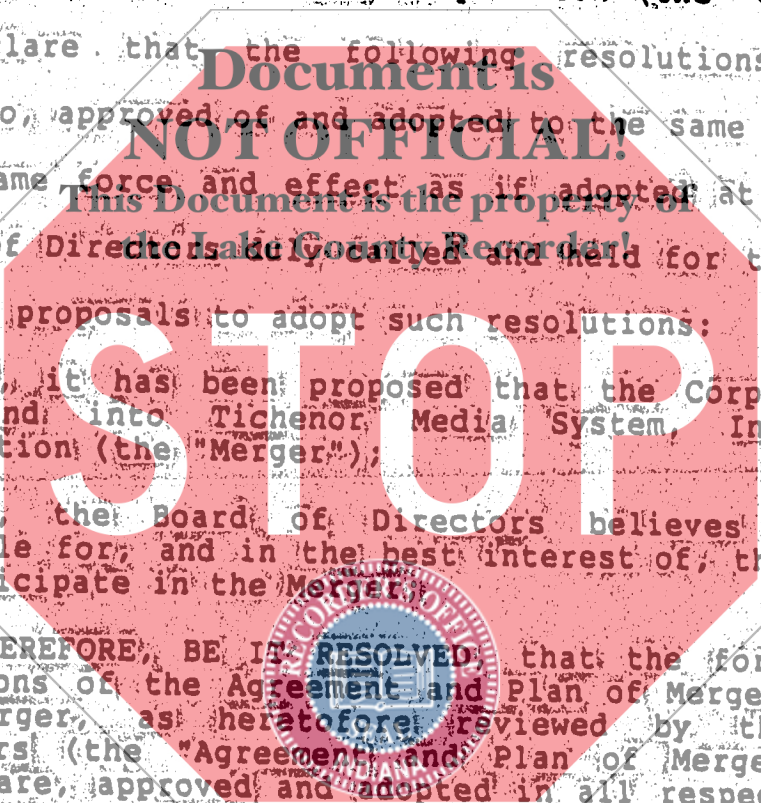
March 17, 1989

Pursuant to Article 9.10 of the Texas Business Corporation Act (the "TBCA"), the undersigned, being all the members of the Board of Directors (the "Board of Directors") of Harbenito Broadcasting Company, a Texas corporation (the "Corporation"), hereby declare that the following resolutions are hereby consented to, approved of and adopted to the same extent and to have the same force and effect as if adopted at a meeting of the Board of Directors duly convened and held for the purpose of acting upon proposals to adopt such resolutions:

WHEREAS, it has been proposed that the Corporation merge with and into Tichenor Media System, Inc., a Texas corporation (the "Merger");

WHEREAS, the Board of Directors believes that it is desirable for, and in the best interest of, the Corporation to participate in the Merger;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger relating to the Merger, as heretofore reviewed by the Board of Directors (the "Agreement and Plan of Merger"), be, and hereby are, approved and adopted in all respects; and that the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger with such amendments thereto and changes therein as the officer executing and delivering the same deems, in his sole discretion, to be beneficial to and in the best interest of the Corporation, his execution and delivery thereof to be conclusive evidence that he did so deem the same to be beneficial to and in the best interest of the Corporation;



RESOLVED FURTHER, that upon approval of the Agreement and Plan of Merger by the Corporation's sole shareholder, the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to prepare, execute and file with the appropriate government offices all documents and instruments necessary to effectuate the Merger, including Articles of Merger pursuant to the TBCA and take or cause to be taken all such other actions as may be necessary to effect the Merger in accordance with the laws of Texas and any other applicable law.

IN WITNESS WHEREOF, the undersigned have caused the execution of this unanimous consent as of the date first written above.



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RESOLUTIONS BY THE UNANIMOUS WRITTEN
 CONSENT OF THE BOARD OF DIRECTORS
 OF
 HARBENITO REALTY CORPORATION

March 17, 1989

Pursuant to Article 9.10 of the Texas Business Corporation Act (the "TBCA"), the undersigned, being all the members of the Board of Directors (the "Board of Directors") of Harbenito Realty Corporation, a Texas corporation (the "Corporation"), hereby declare that the following resolutions are hereby consented to, approved of and adopted to the same extent and to have the same force and effect as if adopted at a meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolutions:

WHEREAS, it has been proposed that the Corporation merge with and into Tichenor Media System, Inc., a Texas corporation (the "Merger");

WHEREAS, the Board of Directors believes that it is desirable for, and in the best interest of, the Corporation to participate in the Merger;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger relating to the Merger, as heretofore reviewed by the Board of Directors (the "Agreement and Plan of Merger"), be, and hereby are, approved and adopted in all respects; and that the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger, with such amendments thereto and changes therein as the officer executing and delivering the same deems, in his sole discretion, to be beneficial to and in the best interest of the Corporation, his execution and delivery thereof to be conclusive evidence that he did so deem the same to be beneficial to and in the best interest of the Corporation;

RESOLVED FURTHER, that upon approval of the Agreement and Plan of Merger by the Corporation's sole shareholder, the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to prepare, execute and file with the appropriate government offices all documents and instruments necessary to effectuate the Merger, including Articles of Merger pursuant to the TBCA, and take or cause to be taken all such other actions as may be necessary to effect the Merger in accordance with the laws of Texas and any other applicable law.

IN WITNESS WHEREOF, the undersigned have caused the execution of this unanimous consent as of the date first written above.

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the Lake County

STOP

McHenry T. Tichenor

McHenry T. Tichenor

McHenry T. Tichenor, Jr.

David D. Lykes

Warren W. Tichenor



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RESOLUTIONS BY THE UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS
OF
HARBENITO RADIO CORPORATION

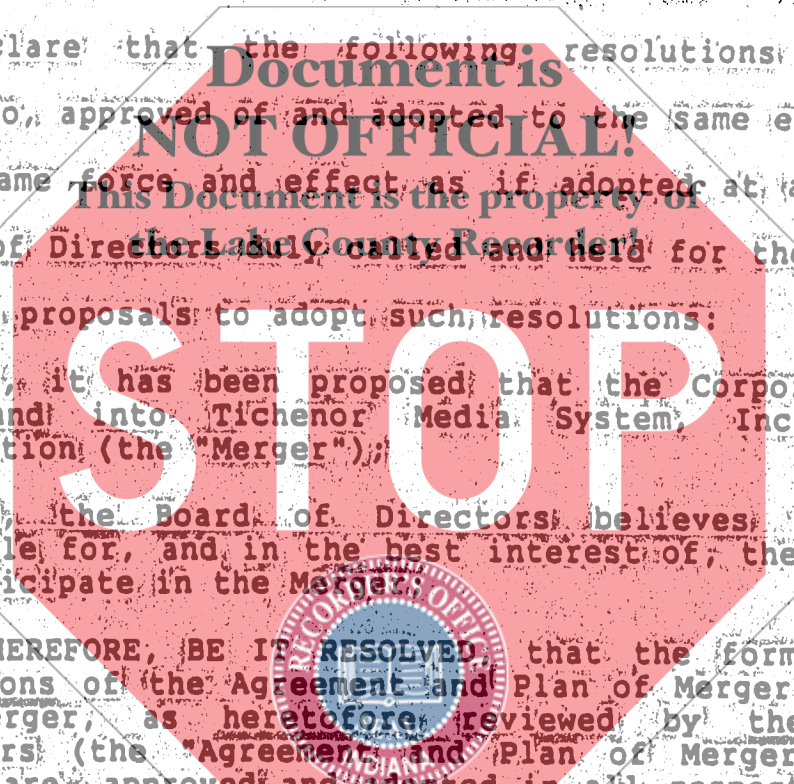
March 17, 1989

Pursuant to Article 9.10 of the Texas Business Corporation Act (the "TBCA"), the undersigned, being all the members of the Board of Directors (the "Board of Directors") of Harbenito Radio Corporation, a Texas corporation (the "Corporation"), hereby declare that the following resolutions are hereby consented to, approved of and adopted to the same extent and to have the same force and effect as if adopted at a meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolutions:

WHEREAS, it has been proposed that the Corporation merge with and into Tichenor Media System, Inc., a Texas corporation (the "Merger");

WHEREAS, the Board of Directors believes that it is desirable for, and in the best interest of, the Corporation to participate in the Merger;

NOW, THEREFORE, BE IT RESOLVED that the form, terms and provisions of the Agreement and Plan of Merger relating to the Merger, as heretofore reviewed by the Board of Directors (the "Agreement and Plan of Merger"), be, and hereby are, approved and adopted in all respects; and that the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger, with such amendments thereto and changes therein as the officer executing and delivering the same deems, in his sole discretion, to be beneficial to and in the best interest of the Corporation, his execution and delivery thereof to be conclusive evidence that he did so deem the same to be beneficial to and in the best interest of the Corporation;



RESOLVED FURTHER, that upon approval of the Agreement and Plan of Merger by the Corporation's sole shareholder, the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to prepare, execute and file with the appropriate government offices all documents and instruments necessary to effectuate the Merger, including Articles of Merger pursuant to the TBCA and take or cause to be taken all such other actions as may be necessary to effect the Merger in accordance with the laws of Texas and any other applicable law.

IN WITNESS WHEREOF, the undersigned have caused the execution of this unanimous consent as of the date first written above.

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[Signature]
McHenry T. Tichenor

[Signature]
McHenry T. Tichenor

[Signature]
McHenry T. Tichenor, Jr.

[Signature]
David D. Lykes

[Signature]
Warren W. Tichenor

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RESOLUTIONS BY THE UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS
OF
KUNO RADIO, INC.

March 17, 1989

Pursuant to Article 9.10 of the Texas Business Corporation Act (the "TBCA"), the undersigned, being all the members of the Board of Directors (the "Board of Directors") of KUNO Radio, Inc., a Texas corporation (the "Corporation"), hereby declare that the following resolutions are hereby consented to, approved of and adopted to the same extent and to have the same force and effect as if adopted at a meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolutions:

WHEREAS, it has been proposed that the Corporation merge with and into Tichenor Media System, Inc., a Texas corporation (the "Merger");

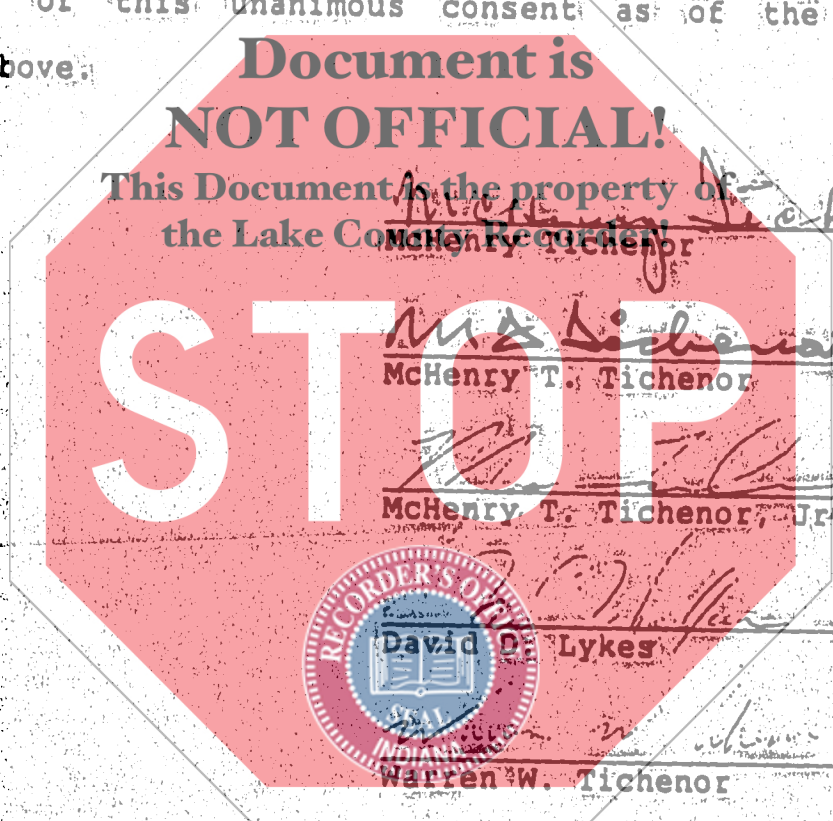
WHEREAS, the Board of Directors believes that it is desirable for, and in the best interest of, the Corporation to participate in the Merger;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger relating to the Merger, as heretofore reviewed by the Board of Directors (the "Agreement and Plan of Merger"), be, and hereby are, approved and adopted in all respects; and that the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger, with such amendments thereto and changes therein as the officer executing and delivering the same deems, in his sole discretion, to be beneficial to and in the best interest of the Corporation, his execution and delivery thereof to be conclusive evidence that he did so deem the same to be beneficial to and in the best interest of the Corporation;



RESOLVED FURTHER, that upon approval of the Agreement and Plan of Merger by the Corporation's sole shareholder, the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to prepare, execute and file with the appropriate government offices all documents and instruments necessary to effectuate the Merger, including Articles of Merger pursuant to the TBCA and take or cause to be taken all such other actions as may be necessary to effect the Merger in accordance with the laws of Texas and any other applicable law.

IN WITNESS WHEREOF, the undersigned have caused the execution of this unanimous consent as of the date first written above:



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RESOLUTIONS BY THE UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS
OF
KLAT RADIO, INC.

March 17, 1989

Pursuant to Article 9.10 of the Texas Business Corporation Act (the "TBCA"), the undersigned, being all the members of the Board of Directors (the "Board of Directors") of KLAT Radio, Inc., a Texas corporation (the "Corporation"), hereby declare that the following resolutions are hereby consented to, approved of and adopted to the same extent, and to have the same force and effect as if adopted at a meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolutions:

WHEREAS, it has been proposed that the Corporation merge with and into Tichenor Media System, Inc., a Texas corporation (the "Merger");

WHEREAS, the Board of Directors believes that it is desirable for, and in the best interest of the Corporation to participate in the Merger;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger relating to the Merger, as heretofore reviewed by the Board of Directors (the "Agreement and Plan of Merger"), be, and hereby are, approved and adopted in all respects; and that the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger, with such amendments thereto and changes therein as the officer executing and delivering the same deems, in his sole discretion, to be beneficial to and in the best interest of the Corporation, his execution and delivery thereof to be conclusive evidence that he did so deem the same to be beneficial to and in the best interest of the Corporation;



RESOLVED: FURTHER, that upon approval of the Agreement and Plan of Merger by the Corporation's sole shareholder, the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to prepare, execute and file with the appropriate government offices all documents and instruments necessary to effectuate the Merger, including Articles of Merger pursuant to the TBCA and take or cause to be taken all such other actions as may be necessary to effect the Merger in accordance with the laws of Texas and any other applicable law.

IN WITNESS WHEREOF, the undersigned have caused the execution of this unanimous consent as of the date first written above.

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McHenry T. Tichenor

McHenry T. Tichenor, Jr.

David D. Lykes

Warren W. Tichenor



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RESOLUTIONS BY THE UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS
OF
TICHENOR RADIO OF EL PASO, INC.

March 17, 1989

Pursuant to Article 9.10 of the Texas Business Corporation Act (the "TBCA"), the undersigned, being all the members of the Board of Directors (the "Board of Directors") of Tichenor Radio of El Paso, Inc., a Texas corporation (the "Corporation"), hereby declare that the following resolutions are hereby consented to, approved of and adopted to the same extent and to have the same force and effect as if adopted at a meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolutions:

WHEREAS, it has been proposed that the Corporation merge with and into Tichenor Media System, Inc., a Texas corporation (the "Merger");

WHEREAS, the Board of Directors believes that it is desirable for, and in the best interest of, the Corporation to participate in the Merger;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger relating to the Merger, as heretofore reviewed by the Board of Directors (the "Agreement and Plan of Merger"), be, and hereby are, approved and adopted in all respects; and that the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger, with such amendments thereto and changes therein as the officer executing and delivering the same deems, in his sole discretion, to be beneficial to and in the best interest of the Corporation, his execution and delivery thereof to be conclusive evidence that he did so deem the same to be beneficial to and in the best interest of the Corporation;



RESOLVED FURTHER, that upon approval of the Agreement and Plan of Merger by the Corporation's sole shareholder, the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to prepare, execute and file with the appropriate government offices all documents and instruments necessary to effectuate the Merger, including Articles of Merger pursuant to the TBCA and take or cause to be taken all such other actions as may be necessary to effect the Merger in accordance with the laws of Texas and any other applicable law.

IN WITNESS WHEREOF, the undersigned have caused the execution of this unanimous consent as of the date first written above.



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RESOLUTIONS BY THE UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS
OF
TICHENOR RADIO OF CHICAGO, INC.

March 17, 1989

Pursuant to Article 9.10 of the Texas Business Corporation Act (the "TBCA"), the undersigned, being all the members of the Board of Directors (the "Board of Directors") of Tichenor Radio of Chicago, Inc., a Texas corporation (the "Corporation"), hereby declare that the following resolutions are hereby consented to, approved and adopted to the same extent and to have the same force and effect as if adopted at a meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolutions:

WHEREAS, it has been proposed that the Corporation merge with and into Tichenor Media System, Inc., a Texas corporation (the "Merger");

WHEREAS, the Board of Directors believes that it is desirable for, and in the best interest of, the Corporation to participate in the Merger;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger relating to the Merger, as heretofore reviewed by the Board of Directors (the "Agreement and Plan of Merger"), be, and hereby are, approved and adopted in all respects, and that the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger, with such amendments thereto and changes therein as the officer executing and delivering the same deems, in his sole discretion, to be beneficial to and in the best interest of the Corporation, his execution and delivery thereof to be conclusive evidence that he did so deem the same to be beneficial to and in the best interest of the Corporation;



RESOLVED FURTHER, that upon approval of the Agreement and Plan of Merger by the Corporation's sole shareholder, the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to prepare, execute and file with the appropriate government offices all documents and instruments necessary to effectuate the Merger, including Articles of Merger pursuant to the TBCA and take or cause to be taken all such other actions as may be necessary to effect the Merger in accordance with the laws of Texas and any other applicable law.

IN WITNESS WHEREOF, the undersigned have caused the execution of this unanimous consent as of the date first written above.



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RESOLUTIONS BY THE UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS
OF
WOJO RADIO, INC.

March 17, 1989

Pursuant to Article 9.10 of the Texas Business Corporation Act (the "TBCA"), the undersigned, being all the members of the Board of Directors (the "Board of Directors") of WOJO Radio, Inc., a Texas corporation (the "Corporation"), hereby declare that the following Resolutions are hereby consented to, approved of and adopted to the same extent and to have the same force and effect as if adopted at a meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolutions:

WHEREAS, it has been proposed that the Corporation merge with and into Tichenor Media System, Inc., a Texas corporation (the "Merger");

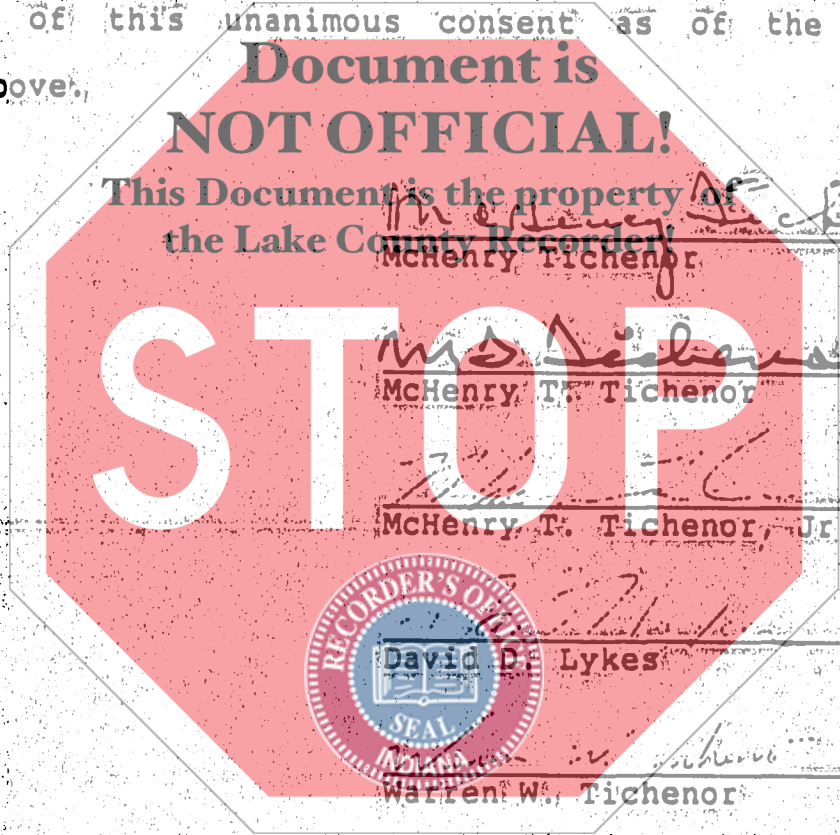
WHEREAS, the Board of Directors believes that it is desirable for, and in the best interest of, the Corporation to participate in the Merger;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger relating to the Merger, as heretofore reviewed by the Board of Directors (the "Agreement and Plan of Merger"), be, and hereby are, approved and adopted in all respects; and that the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger, with such amendments thereto and changes therein as the officer executing and delivering the same deems, in his sole discretion, to be beneficial to and in the best interest of the Corporation, his execution and delivery thereof to be conclusive evidence that he did so deem the same to be beneficial to and in the best interest of the Corporation;



RESOLVED FURTHER, that upon approval of the Agreement and Plan of Merger by the Corporation's sole shareholder, the officers of the Corporation be and are, and each of them severally is, hereby authorized, empowered and directed to prepare, execute and file with the appropriate government offices all documents and instruments necessary to effectuate the Merger, including Articles of Merger pursuant to the TBCA and take or cause to be taken all such other actions as may be necessary to effect the Merger in accordance with the laws of Texas and any other applicable law.

IN WITNESS WHEREOF, the undersigned have caused the execution of this unanimous consent as of the date first written above,



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