

RESTRUCTURE COORDINATION AGREEMENT

THIS RESTRUCTURE COORDINATION AGREEMENT (this “Agreement”) is made and entered into as of June 30, 2013, by and among Azteca International Corporation, a Delaware corporation (“AIC”), Northstar Media, LLC, a Delaware limited liability company (“Purchaser”) and Jericho Partners LLC, a Delaware limited liability company (“Jericho”).

RECITALS

WHEREAS, AIC and its affiliates are currently creditors of Una Vez Mas, LP (“UVM”) and its affiliates (together with UVM, the “UVM Entities”) under various credit facilities;

WHEREAS, the UVM Entities are in default under such credit facilities;

WHEREAS, AIC and the UVM Entities have agreed to a restructuring transaction, as a part of which UVM will merge with and into a newly formed subsidiary of AIC (the “Merger”);

WHEREAS, simultaneously with the execution of an Agreement and Plan of Merger between AIC, UVM, Terry E Crosby Consulting Services LLC, as Investor Representative, and the UVM Investors named on the signature pages thereto (the “Merger Agreement”), AIC and certain UVM Entities will execute a time brokerage agreement (“TBA”) pursuant to which AIC will provide television broadcasting programming and related services for television stations owned by such UVM Entities;

WHEREAS, immediately prior to the consummation of the Merger, UVM and certain other UVM Entities (the “License Subsidiaries”) have agreed to sell their interests in subsidiaries which have been issued licenses by the Federal Communications Commission (the “FCC”); and

WHEREAS, Purchaser desires to acquire the License Subsidiaries and, together with the License Subsidiaries, terminate the TBA and enter into such further agreements as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, AIC and Purchaser, intending to be legally bound, hereby agree as follows:

1. Acquisition of License Subsidiaries. Simultaneously herewith, Purchaser has entered into (a) that certain Purchase and Assignment Agreement, dated as of the date hereof (“PAA”), pursuant to which Purchaser has agreed to acquire the License Subsidiaries from UVM and certain UVM Entities on the terms and conditions set forth therein (the “Acquisition”) and to take certain actions with respect to the obtaining of applicable governmental approvals therefor, (b) that certain Loan Agreement, dated as of the date hereof (the “Loan Agreement”), pursuant to which AIC has agreed to lend to Purchaser (the “Loan”) amounts to be used for the Acquisition, subject to the terms and conditions set forth therein and (c) that certain Northstar Media, LLC Operating Agreement, dated as of the date hereof (the “NM Agreement”) pursuant to which Jericho has agreed, among other things, to contribute capital to Purchaser in an amount equal to \$350,000. If and when the Merger is to occur, each of the parties hereto hereby agrees to

consummate the transactions contemplated by, and in accordance with, the PAA, the Loan Agreement and the NM Agreement immediately prior to the Merger.

2. Transaction Restructuring. In the event that AIC shall determine that the terms of the agreements among the parties require modification in order to obtain FCC Consent or a FCC Final Order (as each of those terms is defined under the Merger Agreement), the parties shall cooperate in negotiating such modifications, including, without limitation, adjustments to the terms of the parties' economic interests as may be equitable under the circumstances.

3. Affiliation Agreements. At Closing, Purchaser and AIC shall enter into, and Purchaser shall cause the License Subsidiaries to enter into, a Station Affiliation Agreement substantially in the form of Exhibit A and Purchaser and Stations Group LLC shall enter into, and Purchaser shall cause the License Subsidiaries to enter into, a Services Agreement substantially in the form of Exhibit B.

4. Conduct Prior to Closing. Prior to the closing of the transactions contemplated hereby, (a) Purchaser shall not amend, supplement or terminate, or provide any waivers under, the NM Agreement or the PAA, without the prior written consent of AIC, (b) Purchaser and Jericho shall cooperate with AIC in obtaining all consents required in order to consummate the transactions contemplated hereby and (c) Purchaser shall promptly provide AIC with copies of any notice, request or demand received by it from UVM in connection with the PAA.

5. Expenses. All fees and expenses incurred by Purchaser in connection with the PAA and the transactions contemplated hereby and thereby, including all reasonable legal, accounting and all other fees and expenses of third parties, shall be the sole obligation of Purchaser, *provided* that AIC shall pay, or cause to be paid, (i) up to \$150,000 for reasonable legal and accounting fees, expenses and disbursements incurred prior to submission of the transaction to the FCC and (ii) any additional reasonable legal and accounting fees, expenses and disbursements incurred thereafter; provided, however, that AIC shall pay all fees, expenses and disbursements referenced above, regardless of whether the transactions contemplated by the PAA and/or the Merger Agreement are consummated.

6. Miscellaneous.

(a) This Agreement (i) shall be governed by, and construed in accordance with, the laws of the State of New York, (ii) shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns, (iii) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, superseding all prior agreements, written or oral, (iv) may not be amended, except in writing, (v) may be executed in counterparts, (vi) shall be enforceable, notwithstanding the unenforceability of any particular provision hereof, with respect to all other provisions hereof, and (vii) may not be assigned by any party, except with the prior written consent of the other.

(b) The parties hereto agree that any legal proceeding by or against any party hereto or with respect to or arising out of this Agreement shall be brought exclusively in any state or federal court in the U.S. District for the Southern District of New York.

(c) EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the day and year first above written.

AZTECA INTERNATIONAL CORPORATION

By: 

Name: Martin K. Breidsprecher
Chief Executive Officer

Title: _____

By: 

Name: Horacio Medel
VP Chief Legal Officer

Title: _____

NORTHSTAR MEDIA, LLC

By: 

Name: MICHAEL H JAHNMARKT

Title: Manager

JERICO PARTNERS LLC

By: 

Name: MICHAEL H. JAKKMARK

Title: Managing Member

EXHIBIT A
Form of Station Affiliation Agreement

EXHIBIT A

STATION AFFILIATION AGREEMENT

THIS STATION AFFILIATION AGREEMENT ("Agreement"), is made and entered into as of [], 2013 (the "Effective Date") by and among Northstar Media, LLC, a Delaware limited liability company ("Northstar"), each of Northstar's subsidiaries set forth on the signature pages hereto, (each a "License Subsidiary"), and collectively the "License Subsidiaries") and Azteca International Corporation, a Delaware corporation ("AIC").

RECITALS

WHEREAS, as of the date hereof the License Subsidiaries own and operate the broadcast television stations set forth on Schedule A hereto (the "Stations") pursuant to licenses issued to their respective license subsidiaries by the Federal Communications Commission ("FCC");

WHEREAS, AIC desires to license television programming for telecast on the Stations, subject to the limitations set forth herein and in accordance with FCC licenses, permits and authorizations and all other U.S. federal, state, municipal or local or foreign laws, statutes, standard ordinances, codes, resolutions, promulgations, as applicable, the Communications Act of 1934, as amended (the "Act"), and the FCC's rules, regulations, orders, judgments, writs, injunctions, decrees, or other similar legal requirements having the force or effect of law and policies ("FCC Legal Requirements").

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, Northstar, the License Subsidiaries and AIC, intending to be legally bound, hereby agree as follows:

ARTICLE 1 NETWORK SERVICE

Section 1.1 Azteca Network Service. AIC operates in the United States a Spanish-language television network known as "AZTECA AMERICA Network." Upon the terms and conditions of this Agreement, AIC shall deliver to the License Subsidiaries its twenty-four (24) hour a day seven (7) days a week programming service known as "Azteca America Network" (the "Service"), and the License Subsidiaries shall telecast over the Stations such Service, twenty-four (24) hour a day seven (7) days a week (except as provided in Schedule B attached hereto and the rights set forth in Article 6) (collectively, the "Network Programming Time").

Section 1.2 Network Program Selection. The selection, scheduling, renewal, substitution and withdrawal of the Service and the individual programs contained in the Service (the "Network Programs") shall at all times remain within AIC's sole discretion and control. Except as otherwise provided herein, the License Subsidiaries shall telecast the Service in the Network Programming Time in its entirety.

ARTICLE 2 DELIVERY

AIC shall, at its sole expense, deliver the Service by satellite or by whatever other reasonable means that AIC may decide to use in its sole discretion to Stations' transmitting facilities. Northstar shall ensure that the License Subsidiaries are able to receive and telecast the Service over the Stations.

ARTICLE 3 CARRIAGE

Section 3.1 Carriage Obligations. The License Subsidiaries agree that, subject to their rights under Article 6, it is the essence of this Agreement that the License Subsidiaries shall broadcast over each Station, and, for any Station providing digital transmission, the applicable License Subsidiary shall broadcast over its Station's primary digital video stream, the Service during the Network Program Time as delivered to the License Subsidiaries in its entirety, including all commercial announcements, Network IDs, promos, credits and all data transmitted as part of the signal, without interruption, deletion or addition as scheduled by AIC in its sole discretion.

Section 3.2 Broadcast Rights Retained by AIC. The License Subsidiaries expressly acknowledge that AIC owns exclusively and forever, and for all purposes, all right, title and interest in and to the Service including but not limited to all rights to simulcast all or part of the Service for reception by ATSC-capable mobile and video devices within each Station's community of license and service area ("DMA") and throughout the United States, its territories and possessions. Therefore, nothing in this Agreement shall restrict or limit AIC's rights to simulcast or otherwise broadcast all or part of the Service for reception by ATSC-capable mobile and video devices within each Station's respective DMA and throughout the United States, its territories and possessions.

Section 3.3 HD Feed. Should AIC elect to distribute a high definition feed (the "HD Feed") of the Service to the License Subsidiaries, then no later than sixty (60) days following AIC's written notice to Northstar of its election, each License Subsidiary operating a Station with digital broadcast capabilities shall broadcast the HD Feed over such Station and shall have the right to compress the HD Feed provided there is no material degradation and such compression is consistent with standards established by AIC's technical director from time to time.

Section 3.4 Promotion of the Service. The License Subsidiaries shall have the right to promote and publicize the Service and the Network Programs via the Internet on their Stations' website(s), including but not limited to cast lists, photographs, program summaries, scheduling or other information related to the Service and programming segments not to exceed three (3) minutes in length.

ARTICLE 4 COMPLIANCE; PROGRAMMING STANDARDS

Section 4.1 FCC Compliance. The License Subsidiaries shall obtain and maintain any licenses or authorizations required to enable the License Subsidiaries and the Stations to fulfill their obligations under this Agreement during the Term. The License Subsidiaries shall obtain and maintain any FCC permits, licenses or other authorizations necessary in order to broadcast a digital television signal over the Stations' facilities at such time as the parties may mutually agree, but in no event later than the deadline for digital conversion set by the FCC.

Section 4.2 Programming Standards. The Service (including advertising) shall comply with the applicable FCC Legal Requirements, including, but not limited to, closed captioning; children's programming; and the sponsorship identification requirements of Sections 317 and 507 of the Act. AIC shall (a) caption the programming provided in the Service; (b) include children's programming sufficient to satisfy the FCC's requirements as part of the Service; and (c) use commercially reasonable efforts to determine when sponsorship identification announcements are required and that such announcements are accurate.

ARTICLE 5 NON-PROGRAM TIME

Section 5.1 Service Formatting. The Service shall be formatted to allow for commercial and promotional announcements (the “Network Non-Program Time”), inclusive of station breaks. The placement and timing of Network Non-Program Time within the Service and the placement and timing of all commercial and promotional announcements contained in such Network Non-Program Time shall be determined by AIC in its sole discretion.

Section 5.2 Network Non-Program Time. AIC shall have full authority to sell for its own account in its sole and absolute discretion (subject to Article 6), Network Non-Program Time on the Stations and to retain all revenues from the sale of any advertising on the Stations during the Service.

Section 5.3 Station Identification. During the Term, the Stations shall identify themselves as part of the “Azteca America” network, or such other name as AIC in its sole discretion may subsequently designate upon reasonable prior written notice to Northstar, in all station identification announcements telecast, and shall use the name and/or logo of Azteca America in all promotional material used or distributed by Northstar and the License Subsidiaries, whether by print, telecast or any other means. Notwithstanding the foregoing, such identification may be preceded or followed by the applicable Station’s call letters, community of license and other communities served by a Station, and channel position.

ARTICLE 6 PREEMPTIONS

Section 6.1 Authorized Preemptions. Nothing contained herein shall be construed to prevent the License Subsidiaries from (a) rejecting or refusing any Network Programs which the License Subsidiaries reasonably and in good faith believe to be contrary to the public interest or FCC Legal Requirements, or (b) substituting a program which any License Subsidiary reasonably and in good faith deems necessary to be broadcast in order to fulfill its public service obligations to its community of license; provided, however, that Northstar shall give AIC written notice of each such preemption, and the justification therefor, at least seventy-two (72) business hours in advance of the scheduled telecast, or as soon thereafter as possible (including an explanation of the cause for any lesser notice); and provided, further, that License Subsidiaries fulfill their make-good obligations as set forth in Section 6.3. Such preemptions of Network Programs shall be deemed “Authorized Preemptions” hereunder. The License Subsidiaries may make such minor cuts or alterations as necessary in order to conform to FCC Legal Requirements or the standards of the FCC provided that the relevant License Subsidiary informs AIC about the implementation of such cuts or alterations as soon as reasonably possible. No Network Program will be deemed to be contrary to the public interest, and no substitute programming will be deemed to better fulfill License Subsidiaries’ public service obligations, based in whole or in part on program performance or ratings, advertiser reactions, or the availability of alternative programming (including sporting events) which any License Subsidiary believes to be more profitable or more commercially advantageous to such License Subsidiary than the scheduled Network Program. Preemptions for Force Majeure (as defined below), as specified in Article 7, also shall be deemed Authorized Preemptions.

Section 6.2 Unauthorized Preemptions. Any preemption of any Network Program or any part thereof which is not an Authorized Preemption hereunder, including preemption of a commercial announcement contained in a Network Program, shall be deemed an “Unauthorized Preemption.” If there are three (3) or more Unauthorized Preemptions cumulatively between the Stations during any twelve (12) month period during the Term, in addition to its rights under Section 6.3, AIC shall have the right, in

its sole and absolute discretion, to terminate this Agreement in its entirety, or, in AIC's sole and absolute discretion, to terminate this Agreement with respect only to the offending Station or Stations and corresponding License Subsidiary or License Subsidiaries.

Section 6.3 Make-goods. In the event that any License Subsidiary fails for any reason to telecast any Network Program or any part thereof (including all of the commercial announcements contained therein) as provided herein, except due to an event of Force Majeure, a broadcast of breaking news, or other needs of the community, then, in each case, (a) AIC shall be entitled to the revenue from the advertising aired during the time such substituted programming is broadcast and (b) Northstar shall compensate AIC for any lost revenue or costs incurred in the rejection or preemption of any Network Programs. If Northstar or any License Subsidiary does not promptly comply with the provisions of this Section 6.3, AIC shall have the right, without limitation to any other right AIC may have, to license the broadcast rights to the omitted programming to any other broadcast television station.

ARTICLE 7 FORCE MAJEURE

Any failure or impairment of facilities or any delay or interruption in broadcasting the Service, or failure at any time to furnish the facilities, in whole or in part, for broadcasting the Service, solely due to acts of God, facility modification or repair, force majeure or any other causes beyond the reasonable control of Northstar, the License Subsidiaries or AIC, as applicable, shall not constitute a breach of this Agreement ("Force Majeure").

ARTICLE 8 CHANGE IN OPERATIONS

Northstar and the License Subsidiaries shall at all times during the Term maintain such licenses and authorizations, including performing rights licenses, as now are or may hereafter be in general use by free, over-the-air broadcast television stations located in the United States and necessary for the License Subsidiaries' telecast of the Service on the Stations. In the event that any Station's transmitter location, power, height of antenna, city of license, frequency, or hours of operation are materially reduced or materially changed at any time, other than as a result of a facility modification or repair undertaken, requested or approved by AIC, in a manner that results in a continuing material loss of coverage to Hispanic households in the applicable DMA, and such change has not been cured within thirty (30) days after such occurrence, AIC shall have the right to terminate this Agreement in its entirety, or, in AIC's sole and absolute discretion, to terminate this Agreement with respect only to the offending Station or Stations and corresponding License Subsidiary or License Subsidiaries, no earlier than after fifteen (15) days prior written notice to Northstar, provided however, that if the FCC requires such a change in one or more Station's transmission facilities, the parties will negotiate in good faith any appropriate modifications of this Agreement.

ARTICLE 9 LICENSE SUBSIDIARY-PAID EXPENSES

Section 9.1 Station Expenses. Northstar and each License Subsidiary shall be responsible for timely paying the Station Expenses. "Station Expenses" means those expenses generally identified as the core operational expenses of a broadcast License Subsidiary, including: (a) all lease payments for the transmitter sites; (b) all FCC regulatory or filing fees and the cost of preparing such filings; (c) all reasonable legal fees, expenses and disbursements relating to FCC filings or FCC compliance; (d) all real and personal property taxes relating to all studio and transmitter sites; (e) all utility costs (telephone, electricity, etc.) relating to all studio and transmitter sites; (f) all maintenance and

repair costs on the transmitting equipment; (g) insurance payments on facilities and under any insurance policies maintained pursuant to Section 9.2; (h) consulting engineer fees; (i) the salaries, taxes, insurance and related costs required to staff each of main studios maintained for the Stations to comply with applicable FCC Legal Requirements with two employees: a full-time management-level employee with responsibility for overseeing Station operations at such main studio and a staff-level employee to report to and assist the management-level employee in the performance of his or her duties; (j) music license fees for the Stations; and (k) any other reasonable expenses incurred by License Subsidiaries in the operation of the Stations approved by AIC in its reasonable discretion.

Section 9.2 Insurance. Northstar shall carry (a) comprehensive general liability insurance with reputable companies covering its activities under this Agreement, in an amount not less than One Million Dollars (\$1,000,000) per occurrence; (b) worker's compensation and disability insurance; and (iii) broadcaster's liability insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence; provided, that, during the Term, Northstar shall supplement or modify the coverage provided under such policies, or shall adopt such additional insurance policies, as may be requested from time to time by AIC hereunder, and provided, further, that costs associated with any such insurance shall be reimbursed pursuant to Article 10 as set forth in Schedule C; and provided, further that Northstar will name AIC and its subsidiaries and affiliates as beneficiaries under the insurance policies described in subsections (a) and (b) of this Section.

ARTICLE 10 PAYMENTS

AIC shall pay to Northstar the amounts set forth in Schedule C.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES.

Section 11.1 By AIC. AIC hereby represents and warrants that:

(a) Organization and Standing. AIC is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business and is in good standing in each of the jurisdictions where the conduct of its business requires such qualification.

(b) Authorization and Binding Obligation. AIC has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and AIC's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by AIC and constitutes its valid and binding obligation enforceable against AIC in accordance with its terms.

(c) Absence of Conflicting Agreements. The execution, delivery and performance of this Agreement by AIC: (i) does not and will not violate any provisions of AIC's organizational documents; (ii) does not and will not require the consent or approval of any third party or governmental authority; (iii) does not and will not violate any applicable law; and (iv) does not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which AIC is now subject.

(d) Broker's Fees. Neither AIC nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any

matter related hereto to any person or entity, nor has it or any person or entity acting on its behalf taken any action on which a claim for any such payment could be based.

Section 11.2 By Northstar and the License Subsidiaries. Northstar and each of the License Subsidiaries hereby represent, warrant and covenant that:

(a) Organization and Standing. Each of Northstar and the License Subsidiaries is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business and is in good standing in each of the jurisdictions where the conduct of its business requires such qualification.

(b) Authorization and Binding Obligation. Northstar and each of the License Subsidiaries has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Northstar's and each of the License Subsidiaries' execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Northstar and each of the License Subsidiaries and constitutes its valid and binding obligation enforceable against Northstar and each of the License Subsidiaries in accordance with its terms.

(c) Absence of Conflicting Agreements. The execution, delivery and performance of this Agreement by Northstar and each License Subsidiary: (i) does not and will not violate any provisions of Northstar's and each of the License Subsidiaries' respective organizational documents; (ii) does not and will not require the consent or approval of any third party or governmental authority; (iii) does not and will not violate any applicable law; and (iv) does not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Northstar and each of the License Subsidiaries is now subject.

(d) FCC Licenses.

(i) During the Term, Northstar and each of the License Subsidiaries shall (A) use its best efforts to preserve and maintain the FCC licenses in full force and effect without material change, including the filing and prosecution of applications for the renewal of such licenses, except as may otherwise be required in connection with the Transaction (as that term is defined in the Services Agreement); (B) not take any action that would jeopardize the License Subsidiaries' rightful possession of the FCC licenses, (C) not allow any Station's call sign to be changed absent prior consultation with AIC and (D) comply with all current and future FCC Legal Requirements concerning the transition to digital broadcasting that are applicable to full power, low power or Class A television stations, as applicable.

(ii) Northstar and each of the License Subsidiaries shall, in reasonable consultation with AIC, file all reports, applications and other filings required to be made at the FCC or any other government agency on a timely basis with respect to the FCC licenses and the Stations.

(e) Broker's Fees. Northstar and each of the License Subsidiaries represents and warrants to AIC that neither it nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity, nor has it or any person or entity acting on its behalf taken any action on which a claim for any such payment could be based.

ARTICLE 12 INDEMNIFICATION.

Section 12.1 By AIC. AIC shall indemnify and hold Northstar and each License Subsidiary and each of their members, subsidiaries, affiliated companies, and their respective officers, managers, members, agents, service providers and employees harmless pursuant to the terms of that certain Indemnification Agreement dated as of the date hereof by and among AIC, Northstar and Jericho Partners LLC.

Section 12.2 By Northstar and the License Subsidiaries. Northstar and each License Subsidiary shall, jointly and severally, indemnify and hold AIC and its subsidiaries and affiliated companies and their respective officers, directors, shareholders, service providers, agents and employees harmless against any and all third party claims, and actual, out-of-pocket damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees ("Damages") arising out of: (a) indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights or proprietary rights and any other violations of the rights of any third party, resulting from the License Subsidiaries' broadcast of programs on the Stations other than the Service; (b) any alteration by any License Subsidiary to the Service; (c) any action taken or omission by Northstar or any License Subsidiary or their respective employees, service providers or agents with respect to the Stations, or any failure by Northstar or any License Subsidiary or their respective employees, service providers or agents to take any action with respect to the Stations, including but not limited to Northstar and the License Subsidiaries' payment and performance obligations and liabilities, unless resulting from a breach by AIC hereunder; or (d) Northstar or License Subsidiaries' breach of any of their representations, warranties or covenants set forth in this Agreement, except to the extent such Damages arise from or in connection with the willful misconduct, gross negligence or intentional breach of AIC hereunder. Northstar's and the License Subsidiaries' respective obligations to hold AIC harmless under this Agreement shall survive any termination of this Agreement until the expiration of all applicable statutes of limitations. Notwithstanding the foregoing, in no event shall Northstar or the License Subsidiaries be liable for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue, profit or opportunity

Section 12.3 Procedure for Indemnification and Limitations. The procedure for indemnification pursuant to Section 12.2 hereof shall be as follows:

(a) AIC shall give notice to Northstar of any claim, whether solely between the parties or brought by a third party, specifying (i) the factual basis for the claim, and (ii) the amount of the claim (if known). If the claim relates to an action, suit or proceeding filed by a third party against AIC, notice shall be given by AIC within fifteen (15) business days after written notice of the action, suit or proceeding was given to AIC. In all other circumstances, notice shall be given by AIC within thirty (30) days after AIC becomes aware of the facts giving rise to the claim. Notwithstanding the foregoing, AIC's failure to give Northstar timely notice shall not preclude AIC from seeking indemnification from Northstar except to the extent that AIC's failure has materially prejudiced Northstar's ability to defend the claim or litigation.

(b) With respect to claims between the parties, following receipt of notice from AIC of a claim, Northstar shall have thirty (30) days to make any investigation of the claim that Northstar deems necessary or desirable. For the purposes of this investigation, AIC agrees to make available to Northstar and/or its authorized representatives the information relied upon by AIC to substantiate the claim. If AIC and Northstar cannot agree as to the validity and amount of the claim within the 30-day period (or any mutually agreed upon extension thereof), AIC may seek appropriate legal remedy.

(c) With respect to any claim by a third party as to which AIC is entitled to indemnification hereunder, Northstar shall have the right at its own expense to participate in or assume control of the defense of the claim, and AIC shall cooperate with Northstar, subject to reimbursement for actual out-of-pocket expenses incurred by AIC as the result of a request by Northstar. If Northstar elects to assume control of the defense of any third-party claim, AIC shall have the right to participate in the defense of the claim as its own expense, and Northstar and AIC and their respective counsel shall cooperate in good faith with respect to such claim. If Northstar does not elect to assume control or otherwise participate in the defense of any third party claim, AIC may, but shall have no obligation to, defend such claim or litigation in such manner as it deems appropriate (subject to the right of Northstar to assume defense of or opposition to such claim at any time prior to settlement, compromise or final determination thereof), but AIC shall not, without Northstar's written consent, settle or compromise any claim or consent to entry of any judgment which does not include the giving by the claimant to Northstar of a release from all liability in respect of such claim.

(d) Neither Northstar, the License Subsidiaries nor AIC shall have any obligation to another party for any matter described in this Article 12, as the case may be, except upon compliance by the other party with the provisions of this Article 12. Northstar shall not be required to indemnify AIC under this Article 12 for any breach of any representation or warranty contained in this Agreement unless written notice of a claim under this Article 12 was received by Northstar within the survival period specified in Section 12.2.

ARTICLE 13

STATION IMPROVEMENTS; OFF-AIR STATIONS; ORDERS TO SHOW CAUSE

(a) Improvements. AIC shall have the right, after consultation with Northstar and the License Subsidiaries, at its sole cost, to make or cause to be made any improvements ("Improvements") to any of the Stations, and any such Improvement will be the property of AIC. Each License Subsidiary shall have the right to access and use the Improvements and will have all necessary access to each Station which is the object of any such Improvement. Each License Subsidiary shall take all reasonable action necessary to fully cooperate in the creation of Improvements, including, but not limited to, by obtaining any necessary construction permits, the reasonable costs of which shall be paid by AIC. If a Station's broadcast service is temporarily reduced or interrupted as a result of such improvements, no make-good obligations under Section 6.3 shall apply to such reductions or interruptions, and such reduction or interruption shall not be deemed an Event of Default under Section 17.4.

(b) Off-Air Stations. Northstar and the License Subsidiaries shall collaborate with AIC in order to take any and all steps reasonably necessary to restore any Station that on the date hereof is not on-the-air, if any, Northstar and the License Subsidiaries shall collaborate with AIC in order to take any and all steps reasonably necessary to restore any Station that in the future may go off-the-air.

(c) FCC Orders and Compliance. Northstar and the License Subsidiaries shall collaborate with AIC with respect to the defense of the Order to Show Cause issued March 15, 2012, by the Chief, Video Division, Media Bureau of the FCC, to Una Vez Mas Atascadero License, LLC, licensee of KASC-CA, Atascadero, California (Facility ID No. 10537), Una Vez Mas Santa Maria License, LLC, licensee of KDFS-CA, Santa Maria, California (Facility ID No. 31351), Una Vez Mas Lompoc License, LLC, licensee of KLDF-CA, Lompoc, California (Facility ID No. 41126), Una Vez Mas Paso Robles License, LLC, licensee of KPAO-CA, Paso Robles, California (Facility ID No. 68663), and Una Vez Mas San Luis Obispo License, LLC, licensee of KSBO-CA, San Luis Obispo, California (Facility ID No. 31354) (the "Class A FCC Orders to Show Cause") in existence on the date hereof, if any, and Northstar

and the License Subsidiaries shall collaborate with AIC with respect to the defense of the Class A FCC Orders to Show Cause that may arise in the future, if any.

ARTICLE 14 MUSIC

AIC warrants that the performing rights in the music contained in the Service shall be (a) controlled by a performing rights society; (b) in the public domain; or (c) controlled by AIC to the extent necessary to permit License Subsidiaries' use hereunder at no additional expense to License Subsidiaries. AIC does not represent or warrant that License Subsidiaries may exercise the performing rights to the music controlled by a performing rights society without the payment of a performing rights royalty or license fee. License Subsidiaries shall, at their sole cost and expense, secure all performing rights licenses necessary for the telecast of said music contained in the Service.

ARTICLE 15 TERM OF AGREEMENT

The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is eight (8) years (the "Initial Term"). The term of this Agreement shall be automatically extended for an additional five (5) years or any other such extended period as mutually agreed upon by AIC and Northstar (such renewal term, if any, together with the Initial Term, the "Term"), unless either party notifies the other to the contrary at least one year prior to the expiration of a Term. Notwithstanding the foregoing, this Agreement shall terminate with respect to Northstar and all License Subsidiaries, or any License Subsidiary (a) at AIC's election upon the consummation of the assignment of the assets and FCC licenses of any License Subsidiary relating to the Stations to AIC, or an assignee of AIC, under the terms of that certain Option Agreement, entered into by Northstar and AIC ("Northstar Option"), (b) upon the termination of that certain Services Agreement, dated as of even date herewith, by and among Stations Group LLC, Northstar and the License Subsidiaries (the "Services Agreement"), (c) by mutual consent of the parties, (d) upon ninety (90) days prior written notice from AIC to Northstar, or (e) upon the election of AIC if the FCC revokes or fails to renew any of the Station's licenses and Northstar has fully exhausted all of its appeals of such action before the FCC and before any court with jurisdiction over such action.

ARTICLE 16 ASSIGNMENT

Neither Northstar nor any License Subsidiary may assign its respective rights and obligations under this Agreement, either in whole or in part, without the prior written consent of AIC. Subject to obtaining the consent of AIC, Northstar shall assign its rights and obligations under this Agreement to any successor in interest to Northstar or any of the License Subsidiaries as holders of the FCC licenses for the Stations and shall require, as a condition of such assignment or transfer, that its successor undertake to assume each and every obligation of Northstar and the License Subsidiaries hereunder pursuant to a written understanding reasonably satisfactory to AIC. This Agreement shall not be assignable separate from the Services Agreement. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

ARTICLE 17

EVENTS OF DEFAULT

The following shall, after the expiration of the applicable cure periods, constitute events of default under this Agreement (“Events of Default”):

Section 17.1 Non-Payment. AIC’s failure to remit to Northstar any payment described in Article 10 above in a timely manner.

Section 17.2 Default in Obligations. AIC, Northstar or any License Subsidiary (a) defaults in the performance of any obligation contained in this Agreement or in any other agreement between AIC and Northstar or any License Subsidiary in any material respect, (b) makes a general assignment for the benefit of creditors, or (c) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors’ representative for the property or assets of such party under any federal or state insolvency law.

Section 17.3 Breach of Representation. Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, proves to have been false or misleading in any material respect as of the time made or furnished.

Section 17.4 Off-Air Stations. Any Station ceases to broadcast for reasons other than Force Majeure on its currently authorized channel, as set forth on Schedule A, or such other channel assigned to it by the FCC, for reasons other than to comply with the rules and regulations of the FCC or other governmental authority and without prior written consent of AIC.

Section 17.5 Event of Default under the Services Agreement. An Event of Default shall have occurred under, and as defined in, the Services Agreement.

Section 17.6 Northstar Loan Agreement Default. An Event of Default shall have occurred under, and as defined in, that certain Loan Agreement, dated as of May __, 2013, by and between Northstar and AIC.

ARTICLE 18

CURE PERIOD AND TERMINATION UPON DEFAULT

Except for those Events of Default described in Section 17.5 and Section 17.6, an Event of Default shall not be deemed to have occurred until thirty (30) days after the nondefaulting party has provided the defaulting party with written notice specifying the event or events which if not cured would constitute an Event of Default and specifying the actions necessary to cure within such thirty (30) day period. AIC or Northstar may terminate this Agreement upon notice to the other party in the event the other party is responsible for an Event of Default; provided that no such termination shall relieve any party of its obligations arising prior to such termination.

ARTICLE 19

INTELLECTUAL PROPERTY AND RETRANSMISSION CONSENT

Section 19.1 Intellectual Property. Without limiting the generality of the foregoing, it is an express requirement of this Agreement that, when telecast, the Service shall bear the copyright notice contained in the program as delivered by AIC. Except as otherwise contemplated by this Agreement, Northstar and the License Subsidiaries shall not use any trademarks or service marks owned

by AIC without the prior written approval of AIC, and all rights to use such trademarks and tradenames shall cease upon termination or expiration of this Agreement.

Section 19.2 Retransmission Consent. Northstar and the License Subsidiaries may grant retransmission consent for carriage of the Stations to Multichannel Video Programming Distributors serving subscribers within each Station's DMA, and in addition, subscribers in any community within which a Station is deemed under FCC Legal Requirements to be significantly viewed and in any community in which a Station's signal is carried as of the date of this Agreement.

ARTICLE 20 UNAUTHORIZED COPYING

Northstar and the License Subsidiaries shall not, and shall not authorize others to, record, copy or duplicate any programming or other material furnished by AIC hereunder, in whole or in part, and shall take commercially reasonable precautions to prevent any such recordings, copying or duplicating, except consumer recording as permitted by law.

ARTICLE 21 GENERAL TERMS

Section 21.1 Waivers and Amendments. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by a statement in writing, signed by each party to this Agreement (except in the limited case of waivers of obligations to AIC, which may be waived in a writing signed by AIC (and only in such manner)).

Section 21.2 Specific Performance. Each party hereto acknowledges and agrees that its respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law, the other parties shall, without posting any bond, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

Section 21.3 GOVERNING LAW. THIS AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 21.4 Consent to Jurisdiction. Without limiting the other provisions of this Section 21.4, the parties hereto agree that any legal proceeding by or against any party hereto or with respect to or arising out of this Agreement shall be brought exclusively in any state or federal court in the U.S. District for the Southern District of New York. By execution and delivery of this Agreement, each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and to the appellate courts therefrom solely for the purposes of disputes arising under this Agreement and not as a general submission to such jurisdiction or with respect to any other dispute, matter or claim whatsoever. The parties hereto irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the delivery of copies thereof by overnight courier to the address for such party to which notices are deliverable hereunder. Any such service of process shall be effective upon delivery. Nothing herein shall affect the right to serve process in any other manner permitted by applicable law. The parties hereto hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing courts on the basis of (a) any

claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, or that it or any of its property is immune from the above-described legal process, (b) that such action or proceeding is brought in an inconvenient forum, that venue for the action or proceeding is improper or that this Agreement may not be enforced in or by such courts, or (c) any other defense that would hinder or delay the levy, execution or collection of any amount to which any party hereto is entitled pursuant to any final judgment of any court having jurisdiction.

Section 21.5 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 21.6 Assignment; Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement may not be assigned by any party without prior consent of the others.

Section 21.7 Attorneys' Fees. In the event of any dispute between the parties to this Agreement, Northstar, the License Subsidiaries or AIC, as the case may be, shall reimburse the prevailing party for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Agreement. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing party may have under this Agreement.

Section 21.8 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

Section 21.9 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

Section 21.10 Severability. If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, AIC, Northstar and the License Subsidiaries shall jointly defend the Agreement and their respective performance hereunder, throughout all such proceedings. If any provision of this Agreement or the application thereof to any person or circumstances shall be deemed invalid or unenforceable to any extent by any court, administrative agency or similar governmental authority, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to (a) the validity of any provision of this Agreement or (b) whether or not a party would be in violation of any FCC rule or policy as a result of such party's compliance with any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Legal Requirements, while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties agree that, upon the request of either of them, they shall join in requesting the view of the staff of the FCC, to the extent

necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the parties are unable to negotiate a mutually acceptable modified Agreement or such court, administrative agency (including the FCC) or similar governmental authority does not approve any reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have a material adverse effect on AIC, Northstar, or any of the License Subsidiaries, then either party may terminate this Agreement upon written notice to the other and such termination shall not be deemed to be an event of default. Upon such termination, Northstar shall not be responsible for payment to AIC of any outstanding or unpaid Payments; and each party shall be relieved of any further obligations, one to the other, provided that no such termination shall in any way limit or otherwise affect the Leases (as that term is defined in the Services Agreement), which shall remain in full force and effect pursuant to their terms despite such termination.

Section 21.11 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 21.12 Notices. All notices, requests, demands, consents and communications necessary or required under this Agreement shall be delivered by hand or sent by registered or certified mail, return receipt requested, by overnight prepaid courier or by facsimile (receipt confirmed) or electronic mail (receipt confirmed, to the extent available) to (or to such other address as a party may request by written notice):

To Northstar:

Northstar Media, LLC
777 South Flagler Drive
Suite 800, West Tower
West Palm Beach, Florida 33401
Attention: Michael H. Jahrmarkt
Telephone: (212) 247-0800
Email: mjahrmarkt@northlightfinancial.com

With a copy (which shall not constitute notice) to:

Katten Muchin Rosenman LLP
575 Madison Avenue
New York, New York 10022
Attention: Howard S. Jacobs
Telephone: (212) 940-8505
Facsimile: (212) 894-5505

To AIC:

Azteca International Corporation
1139 Grand Central Avenue
Glendale, CA 91201
Attention: Horacio Medal
Telephone: (310) 432-7641

With a copy (which shall not constitute notice) to:

K&L Gates LLP
599 Lexington Avenue
New York, New York 10022
Attention: John D. Vaughan
Telephone: (212) 536-4006
Facsimile: (212) 536-3901
Attention: Roger R. Crane
Telephone: (212) 536-4064
Facsimile: (212) 536-3901

Section 21.13 Counterparts; Delivery of Signatures. This Agreement may be executed in two or more counterparts (which may be by facsimile, electronic mail (including PDF) or other transmission method) and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail (including PDF) or other transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, electronic mail (including PDF) or other transmission method shall be deemed to be their original signatures for all purposes.

Section 21.14 Fees and Expenses. Except to the extent otherwise agreed in writing, the parties hereto each agree that each will bear its own expenses incurred in connection with the negotiation, drafting and completion of the transactions contemplated by this Agreement.

Section 21.15 Independent Counsel. Each of the parties hereto further and agrees that each has been provided the opportunity and encouraged to consult with counsel of its own choosing with respect to this Agreement and the transactions contemplated hereby.

Section 21.16 Survival. The representations, warranties, covenants and agreements made herein shall survive the execution of this Agreement.

[signature pages follow]

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

AZTECA INTERNATIONAL CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

NORTHSTAR MEDIA, LLC

By: _____

Name: _____

Title: _____

LICENSE SUBSIDIARIES:

UNA VEZ MAS LAS VEGAS LICENSE, LLC
UNA VEZ MAS MCALLEN LICENSE, LLC
UNA VEZ MAS MIDLAND LICENSE, LLC
UNA VEZ MAS ALICE LICENSE, LLC
UNA VEZ MAS VICTORIA LICENSE, LLC
UNA VEZ MAS BROWNSVILLE LICENSE, LLC
UNA VEZ MAS TAMPA LICENSE, LLC
UNA VEZ MAS PHOENIX LICENSE, LLC
UNA VEZ MAS NEW ORLEANS LICENSE, LLC
UNA VEZ MAS ALBUQUERQUE LICENSE, LLC
UNA VEZ MAS LUBBOCK LICENSE, LLC
UNA VEZ MAS CORPUS CHRISTI LICENSE, LLC
UNA VEZ MAS SAN ANTONIO LICENSE, LLC
UNA VEZ MAS AMARILLO LICENSE I, LLC
UNA VEZ MAS PRESCOTT LICENSE II, LLC
UNA VEZ MAS WICHITA FALLS LICENSE, LLC
UNA VEZ MAS SAN LUIS OBISPO LICENSE
UNA VEZ MAS ATASCADERO LICENSE, LLC
UNA VEZ MAS LOMPOC LICENSE, LLC
UNA VEZ MAS PASO ROBLES LICENSE, LLC
UNA VEZ MAS SANTA BARBARA LICENSE
UNA VEZ MAS SANTA MARIA LICENSE, LLC
UNA VEZ MAS SHERMAN LICENSE, LLC
UNA VEZ MAS FLAGSTAFF LICENSE, LLC
UNA VEZ MAS PORT ARTHUR LICENSE, LLC
UNA VEZ MAS LAKE SHORE LICENSE, LLC
UNA VEZ MAS MULLIN LICENSE, LLC
UNA VEZ MAS ATLANTA LICENSE
UNA VEZ MAS SAN FRANCISCO LICENSE, LLC
UNA VEZ MAS DALLAS LICENSE, LLC
UNA VEZ MAS HOUSTON LICENSE, LLC

By: NORTHSTAR MEDIA, LLC,
their Sole Member

By: _____
Name: _____
Title: _____

SCHEDULE A
Stations and License Subsidiaries

<u><i>License Subsidiary</i></u>	<u><i>Station</i></u>
Una Vez Mas Flagstaff License, LLC	K41MR-D, Flagstaff, AZ
Una Vez Mas Sherman License, LLC	KADY-LP, Sherman, TX
Una Vez Mas Alice License, LLC	KAEU-LP, Alice, TX
Una Vez Mas Amarillo License I, LLC	KAMM-LP, Amarillo, TX
Una Vez Mas Atascadero License, LLC	KASC-CA, Atascadero, CA
Una Vez Mas Wichita Falls License, LLC	KAWF-LP, Wichita Falls, TX
Una Vez Mas Mullin License, LLC	KAXW-LP, Mullin, TX
Una Vez Mas Dallas License, LLC	KAZD(TV), Lake Dallas, TX
Una Vez Mas McAllen License, LLC	KAZH-LP, McAllen, TX
Una Vez Mas Port Arthur License, LLC	KAZP-LP, Port Arthur, TX
Una Vez Mas Lubbock License, LLC	KDFL-LP, Lubbock, TX
Una Vez Mas Prescott License II, LLC	KDFQ-LP, Prescott, AZ
Una Vez Mas Santa Maria License, LLC	KDFS-CA, Santa Maria, CA
Una Vez Mas San Francisco License, LLC	KEMO-TV, Santa Rosa, CA
Una Vez Mas Las Vegas License, LLC	KHDF-CD, Las Vegas, NV
Una Vez Mas Lompoc License, LLC	KLDF-CA, Lompoc, CA
Una Vez Mas Brownsville License, LLC	KNWS-LP, Brownsville, TX
Una Vez Mas Paso Robles License, LLC	KPAO-CA, Paso Robles, CA
Una Vez Mas Phoenix License, LLC	KPDF-CA, Phoenix, AZ
Una Vez Mas Midland License, LLC	KQBN-LP, Midland, TX
Una Vez Mas Albuquerque License, LLC	KQDF-LP, Albuquerque, NM
Una Vez Mas San Luis Obispo License, LLC	KSBO-CA, San Luis Obispo, CA
Una Vez Mas Victoria License, LLC	KTJA-LP, Victoria, TX

License Subsidiary

Station

Una Vez Mas San Antonio License, LLC
Una Vez Mas Houston License, LLC
Una Vez Mas Corpus Christi License, LLC
Una Vez Mas Santa Barbara License, LLC
Una Vez Mas Lake Shore License, LLC
Una Vez Mas New Orleans License, LLC
Una Vez Mas Atlanta License, LLC
Una Vez Mas Tampa License, LLC

KVDF-CA, San Antonio, TX
KYAZ(TV), Katy, TX
KYDF-LP, Corpus Christi, TX
KZDF-LP, Santa Barbara, CA
WQAW-LP, Lake Shore, MD
WTNO-LP, New Orleans, LA
WUVM-LP, Atlanta, GA
WXAX-LP, Clearwater, FL

SCHEDULE B
Programming

Parties to come to agreement.

SCHEDULE C

Payments

Base Payment; Performance Bonus

1. Northstar shall receive 20% of monthly gross revenues until Northstar has received a fee equal to \$20,833.
2. Northstar shall receive 10% of monthly gross revenues up to \$1,000,000 until Northstar has received a maximum aggregate fee equal to \$33,333.

Additional Bonus

For monthly revenues of \$1.6 million -2.1 million: Northstar is paid .24 % or up to \$1200

For monthly revenues of \$2.1 million-2.6 million: Northstar is paid .5 % or up to \$2500

For monthly revenues of \$2.6 million-3.1 million: Northstar is paid .6 % or up to \$3000

For monthly revenues of \$3.1 million - 3.6 million: Northstar is paid .66 % or up to \$3300

In the event that the monthly fee received by Northstar falls below \$33,333, Northstar may exercise its rights pursuant to Section 8 of the Northstar Option Agreement regardless of the time limitations contained therein.

Approved Reimbursements

AIC shall advance to Northstar, on a monthly basis, amounts necessary to reimburse Northstar solely for documented amounts incurred in respect of:

- (1) Station Expenses incurred by Northstar and the License Subsidiaries in the ordinary course of business and approved in writing in advance by AIC;
- (2) all reasonable costs incurred by Northstar under Article 13 hereunder;
- (3) the reasonable costs incurred by Northstar of obtaining all necessary performing rights and licenses pursuant to Article 14 hereunder;
- (4) the reasonable costs incurred by Northstar pursuant to an election by AIC under Section 3.3 hereunder; and
- (5) traffic and billing systems agreements, if any.

Northstar and the License Subsidiaries shall submit invoices promptly upon receipt and approved reimbursement amounts shall be paid within seven (7) business days of receipt thereof.

EXHIBIT B
Form of Services Agreement

EXHIBIT B

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of [], 2013 (the "Effective Date") by and among Northstar Media, LLC, a Delaware limited liability company ("Northstar"), each of Northstar's subsidiaries set forth on the signature pages hereto, (each a "Licensee", and collectively the "Licensees") and Stations Group LLC, a Delaware limited liability company ("Service Provider").

WHEREAS, Northstar and Service Provider are entering into that certain Restructuring Coordination Agreement, dated as of June 30, 2013, by and among Service Provider, Northstar and Jericho Partners LLC, a Delaware limited liability company, pursuant to which Northstar will enter into certain agreements related to the acquisition and operation of the Licensees (the "Transaction");

WHEREAS, pursuant to the Transaction and simultaneously herewith, Northstar purchases one hundred percent (100%) of the membership interests of each of the Licensees;

WHEREAS, the Licensees own and operate the broadcast television stations set forth on Schedule A hereto (the "Stations") pursuant to licenses issued to their respective license subsidiaries by the Federal Communications Commission ("FCC");

WHEREAS, Service Provider provides operational services related to the transmission of programming;

WHEREAS, simultaneously herewith, the parent of Service Provider, Azteca International Corporation ("AIC"), Northstar and the Licensees are entering into that certain Station Affiliation Agreement dated as of even date herewith ("Affiliation Agreement"), pursuant to which AIC will provide programming service over its "AZTECA AMERICA Network" (the "Service") and will have the right to sell advertising and commercials on the Stations during the broadcast of the Service, partially in consideration for which Service Provider is entering into this agreement; and

WHEREAS, Northstar and Service Provider have agreed upon terms pursuant to which Service Provider would provide certain services for the Stations.

NOW, THEREFORE, in of the foregoing, and the representations, warranties, covenants and conditions set forth below, Northstar, the Licensees and Service Provider, intending to be legally bound, agree as follows:

Article 1

SHARING ARRANGEMENTS GENERALLY

From time to time, Service Provider and Northstar may agree to share the costs of certain services and procurements that they individually require in connection with the operation of the Stations. Such sharing arrangements may take the form of the performance of certain functions relating to the programming and operation of the Stations by employees of the Service Provider (subject in all events to the supervision and control of personnel of the operator of each Station to which such functions relate), or may be otherwise structured, and shall be governed by terms and conditions upon which Service Provider and Northstar may agree in writing from time to time. Such sharing arrangements may include the location of studios, non-managerial administrative and/or master control and technical facilities of the

Stations and the sharing of equipment, grounds keeping, maintenance, security and other services relating to those facilities. In performing services under any such sharing arrangement (including those described in Article 4), personnel of Service Provider shall be afforded access to, and have the right to utilize, subject to the terms of any agreement among the parties, assets and properties of Northstar and the Licensees to the extent necessary or desirable in the performance of such services. Any and all sharing of services and procurements under this Article 1 shall be subject to and consistent with all other provisions of this Agreement, including Article 3.

Article 2

CERTAIN SERVICES NOT TO BE SHARED

Section 2.1 Senior Management and Personnel. Northstar or each Licensee so required by FCC Legal Requirements (as defined below) shall employ a full-time management-level employee for its Station, who shall be responsible for overseeing the operations of its Station, and a staff-level employee who shall report to and assist the manager in the performance of his or her duties. At all times, Northstar and the Licensees shall employ a sufficient number of employees to carry out responsibility for control of the Stations, including all services that are not shared.

Section 2.2 Service Provider Employees. At all times, any employees employed solely by Service Provider and utilized by Service Provider to perform its obligations under this Agreement shall report solely to Service Provider and shall otherwise have no involvement with, or duties with respect to, the programming, operation or maintenance of the facilities of the Stations. At no time shall any person employed by Licensee simultaneously be an employee of Service Provider, or vice versa.

Article 3

GENERAL PRINCIPLES GOVERNING SHARING ARRANGEMENTS

All arrangements contemplated by this Agreement shall be subject to, and are intended to comply in all respects with the FCC licenses, permits and authorizations and all other U.S. federal, state, municipal or local or foreign laws, statutes, standard ordinances, codes, resolutions, promulgations, as applicable, the Communications Act of 1934, as amended (the "Act"), and the FCC's rules, regulations, orders, judgments, writs, injunctions, decrees, or other similar legal requirements having the force or effect of law and policies ("FCC Legal Requirements"). The arrangements made pursuant to this Agreement shall not be deemed to give either party any right to control the policies, operations, management or any other matter relating to the other party.

Article 4

CERTAIN SPECIFIC SHARING ARRANGEMENTS

In furtherance of the general agreements set forth in Article 1 through Article 3 above, Service Provider and Northstar have agreed as follows with respect to the sharing of certain services (the "SSA Services") provided in the ordinary course of business:

Section 4.1 Execution of Promotional Policies and Delivery of Promotional Services and Program Acquisition Opportunities. Service Provider's personnel shall implement and execute a promotional policy for the Stations developed in consultation with Northstar and the Licensees. Such implementation and execution shall include such tasks as graphic design, production, and media placement for the promotion of the Stations' products and services. Service Provider shall produce and deliver customary promotional services with respect to the Stations' primary and secondary channels, which shall be subject to the ultimate oversight of Northstar and the Licensees to the extent required by FCC Legal Requirements.

Section 4.2 Continuity and Traffic Support. Subject to direction and control by management personnel of the Stations, Service Provider shall carry out back-office and non-managerial services, continuity, and such other tasks necessary to support traffic functions of the Stations.

Section 4.3 Master Control. Master control operators and related employees of Service Provider shall carry out master control functions for the Stations subject to the direction and control of Northstar's management personnel.

Section 4.4 Technical Facilities Maintenance. Subject to direction and control by Northstar's management personnel, Service Provider personnel shall maintain and provide routine repair (as needed) of the technical facilities of the Stations.

Section 4.5 Office and Studio Space; Equipment.

(a) Each Licensee required to maintain and staff a "main studio" pursuant to FCC Legal Requirements shall do so.

(b) Service Provider shall provide office and studio space for Northstar and the Licensees' use in the operation of the Stations as necessary and shall enter into separate studio and office leases (the "Studio Leases") in form and substance reasonably satisfactory to the parties. Pursuant to separate equipment leases of even date herewith (the "Equipment Leases," and, together with the Studio Leases, the "Leases"), Service Provider shall provide to Northstar and the Licensees, including their employees and agents, the right of unfettered access to, and use of, the transmission facilities and equipment in connection with the operation of the Stations and such other equipment and real property in the ordinary course of business and otherwise to an extent and in a manner sufficient to ensure and enable Northstar and the Licensees to conduct broadcast operations of the Stations consistent with, and pursuant to, FCC Legal Requirements; provided that, to the extent any tower facility is subject to the terms of a third-party lease, such access hereunder shall be subject in all respects to the terms and conditions of such underlying lease.

(c) Northstar and the Licensees shall make all offices, studios (including "main studios") and equipment used by the Stations, whether owned by Northstar or the Licensees or subject to third party leases, available to Service Provider for its use pursuant to this Agreement twenty-four (24) hours a day, seven (7) days a week. When on Northstar or the Licensees' premises, Service Provider's personnel shall be subject to the ultimate control of Northstar's management. Northstar shall not encumber or dispose of any offices, studios or equipment used in the operation of the Stations except in consultation with and with written consent from Service Provider.

(d) Service Provider shall have the right to install, at its expense, at the "main studios", and to maintain throughout the term, any microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring devices or any other equipment necessary or convenient for the proper transmission of the Programming (as defined below) on the Stations. All equipment provided by Service Provider hereunder shall remain property of Service Provider and shall be used solely by Service Provider or as authorized by Service Provider. The parties acknowledge that each of the Licensees ultimately is responsible for complying with the FCC's rules and regulations with respect to the carriage of political advertisements and programming, including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access and the maintenance of political and public inspection files. During the Term, Service Provider shall cooperate with the Licensees with regard to compliance with their respective FCC obligations, including without limitation, by releasing advertising availabilities to the Licensees as necessary to permit Licensees to comply with the political broadcast rules of the FCC.

Section 4.6 Programming. Service Provider agrees to produce, deliver and provide or to cause to be produced, delivered and provided regularly scheduled programming to the Licensees (the “Programming”) on the days set forth on Schedule B (subject to the ultimate oversight and control of the Licensees, including the right to reject any programming that it reasonably and in good faith deems inappropriate, in violation of applicable law, or contrary to the Licensees’ obligation to operate in the public interest).

(a) Service Provider shall have the right to provide or designate local Programming broadcast by any Licensee up to fifteen percent (15%) of each Station’s weekly programming hours (approximately 25 hours).

(b) Service Provider shall be entitled to sell all commercial availabilities in programming in the time periods designated for Programming and to retain one hundred percent (100%) of the revenue attributable to commercial availabilities or other revenue streams attributable to Programming.

(c) Service Provider’s right to use the Programming and to authorize use of the Programming in any manner and in any media whatsoever shall be, and remain, vested solely with Service Provider, subject to the rights, if any, of persons not party to this Agreement in such Programming.

(d) Programming shall be in compliance with FCC Legal Requirements and generally accepted program quality standards of the television broadcast industry.

(e) Northstar and each Licensee hereby grants Service Provider an exclusive license to use the intellectual property owned by or licensed to Northstar or any Licensee and used in the operation of the Stations (including, but not limited to, logos, jingles, promotional materials, call signs, trademarks, service marks, slogans, trade names, copyrights and any applications and registrations therefor) for the Programming during the term of this Agreement.

(f) Service Provider shall be responsible for its artistic personnel and material for the production of the Programming to be provided under this Agreement. Service Provider shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its own personnel used in fulfillment of its rights and obligations under this Agreement. As between Service Provider and the Licensees, Service Provider shall pay for all costs that Service Provider, in its sole discretion, determines to be primarily associated with the production of the Programming.

Section 4.7 Authorized Preemptions. Nothing contained herein shall be construed to prevent the Licensees from (a) rejecting or refusing any Programming which the Licensees reasonably and in good faith believe to be contrary to the public interest or FCC Legal Requirements, or (b) substituting a program which any Licensee reasonably and in good faith deems necessary to be broadcast in order to fulfill its public service obligations to its community of license; provided, however, that Northstar shall give Service Provider written notice of each such preemption, and the justification therefor, at least seventy-two (72) business hours in advance of the scheduled telecast, or as soon thereafter as possible (including an explanation of the cause for any lesser notice); and provided, further, that Licensees fulfill their make-good obligations as set forth in subsection (b) below. Such preemptions of Programming shall be deemed “Authorized Preemptions” hereunder. The Licensees may make such minor cuts or alterations as necessary in order to conform to FCC Legal Requirements or the standards of the FCC. No Programming will be deemed to be contrary to the public interest, and no substitute programming will be deemed to better fulfill Licensees’ public service obligations, based in whole or in part on program performance or ratings, advertiser reactions, or the availability of alternative

programming (including sporting events) which any Licensee believes to be more profitable or attractive than the scheduled Programming. Preemptions for Force Majeure (as defined below) also shall be deemed Authorized Preemptions.

(a) Unauthorized Preemptions. Any preemption of any Programming or any part thereof which is not an Authorized Preemption hereunder, including preemption of a commercial announcement contained in Programming, shall be deemed an “Unauthorized Preemption.” If there are three (3) or more Unauthorized Preemptions cumulatively between the Stations during any twelve (12) month period during the Term, in addition to its rights under Section 4.7(b), Service Provider shall have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety, or, in Service Provider’s sole and absolute discretion, to terminate this Agreement with respect only to the offending Station or Stations and corresponding Licensee or Licensees.

(b) Make-goods. In the event that any Licensee fails for any reason to telecast any Programming or any part thereof (including all of the commercial announcements contained therein) as provided herein, except because of an event of Force Majeure (as defined below) or the broadcast of breaking news or other needs of the community, then, in each case, (a) Service Provider shall be entitled to the revenue from the advertising aired during the time such substituted programming is broadcast and (b) Northstar shall compensate Service Provider for any lost revenue or costs incurred in the rejection or preemption of any Programming. If Northstar or any Licensee does not promptly comply with the provisions of this subsection (b), Service Provider shall have the right, without limitation to any other right Service Provider may have, to license the broadcast rights to the omitted programming to any other broadcast television station.

Section 4.8 Websites. Service Provider may, at its election, maintain and operate any website maintained or operated on behalf of any Station, and may establish additional websites for any Station, with all such websites branded with the call sign of the Station. Service Provider shall have access to and exclusive ownership of any contact information or other intellectual property or data obtained through the operation of any Station website that it created.

Section 4.9 General and Administrative. Subject to direction and control by the Licensees’ management personnel, Service Provider shall provide general and administrative support and back-office services (including without limitation promotion, traffic, master control, facilities maintenance, regulatory support services, and programming support services) for the Stations, including customary station business-office and accounting services (but excluding program selection, negotiation and contracting for programming, and program scheduling, all of which will be exclusively the responsibility of Northstar and the Licensees); and

Section 4.10 Collection Services. Service Provider shall provide collection services for accounts receivable arising from SSA Services, with the amounts so collected being referred to hereinafter as the “Commissionable Revenues.” Service Provider shall collect all accounts receivable for SSA Services, retain Service Provider’s share from Commissionable Revenues collected during each calendar month in accordance with this Agreement, and remit Northstar’s share of the Commissionable Revenues, if any, to Northstar no later than the twenty-first (21st) day following the last day of the calendar month during which Service Provider collected such Commissionable Revenues.

Section 4.11 Multichannel Video Programming Distributor (“MVPD”) Support. Subject to the direction and control of Northstar personnel, Service Provider shall negotiate and administer retransmission consent agreements with MVPDs for the Stations. To assist Service Provider in its efforts, Northstar shall promptly provide to Service Provider copies of all Northstar and Licensees’ material correspondence with MVPDs concerning carriage of the Stations’ signal. During the Term, Service

Provider shall have the right to collect and retain any revenues or other consideration, paid or payable to the Stations, on account of any Station's grant to any such MVPD of retransmission consent or election of must-carry rights.

Article 5

EXCLUSIONS; EXTRAORDINARY SERVICES

Section 5.1 Exclusions. The following shall not be included within the definition of the SSA Services:

(a) Service Provider shall have no obligation to institute legal action to collect overdue accounts receivable. Service Provider shall have the right, but not the obligation, to institute legal action to collect overdue accounts receivable consisting in whole or in part of revenue attributable to SSA Services, and Northstar and the Licensees agree to cooperate with Service Provider in any such collection action.

(b) The Licensees shall have sole responsibility for the selection and acquisition of programming of their respective Stations, other than the Programming described in Section 4.6 hereof and other than as specified in the Affiliation Agreement.

Section 5.2 Extraordinary Services. Northstar may from time to time request that Service Provider provide services similar to those set forth in Article 4 outside the ordinary course of business (including, for example and without limitation, unexpected or non-routine maintenance; replacement and procurement of the Licensees' equipment; production of additional newscasts or other non-recurring programming; upgrades of technical, master control or studio facilities) or procure for the Licensees additional tower, transmitter facility, office or studio space; or other services; provided, however, that all such services provided shall at all times conform with the terms and conditions of this Agreement, including without limitation Article 1 through Article 3. The costs of such additional services shall be billed as set forth in the Affiliation Agreement.

Article 6

CONDUCT OF OPERATIONS

Section 6.1 Control. During the term of this Agreement, Northstar and the Licensees shall maintain control over the operations of the Stations, including, but not limited to, management, programming, finances, editorial policies, personnel, facilities and compliance with FCC Legal Requirements in effect from time to time. Nothing contained herein shall give Service Provider any right to control the Licensees' or Stations' management, programming, finances, editorial policies, or personnel. Northstar shall be solely responsible for and pay in a timely manner all of the Stations' expenses.

Section 6.2 Public Interest Programming. Service Provider shall cooperate with Northstar in presenting public interest programming that is responsive to the problems, needs and interests of the Stations' service areas ("Public Interest Programming") and shall be responsible for ascertaining such problems, needs and interests. At Northstar's request, Service Provider shall provide information concerning the portions of the Programming that it believes qualify as Public Interest Programming.

Section 6.3 Children's Programming. Service Provider shall cooperate with the Licensees with regard to their compliance with the Children's Television Act and FCC Legal Requirements related to children's programming by presenting the requisite amount of children's programming, including educational/informational programming, and observing the limitations on advertising. Service Provider

shall maintain records with respect to commercial matter in children's programming, either in the form of logs of programs reflecting the commercial time, tapes of the programs, lists of commercial minutes aired in identified children's programs, or appropriate certificates from networks and syndicators with respect to compliance with the FCC's requirements on commercial limits. In the event that Service Provider's children's programming does not satisfy the FCC's requirements, Service Provider shall terminate any non-compliant programming as part of the programming broadcast on the Stations hereunder at the discretion of the Licensees.

Section 6.4 Interruption of Operations. If any of the Stations suffers loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability to operate full time at its authorized facilities, Northstar and the Licensees shall undertake (or, in the case of leased facilities, provide notice so as to cause to be undertaken) such repairs as are reasonably necessary to restore the full-time operation of such Station with authorized facilities, subject to Service Provider's obligations set forth in Section 6.7.

Section 6.5 Compliance with Law. Service Provider agrees that, throughout the term of this Agreement, Service Provider shall comply with applicable law. Northstar and the Licensees agree that, throughout the term of this Agreement, Northstar and the Licensees shall comply with applicable law.

Section 6.6 Responsibility for Services, Duties and Obligations other than Shared Services. Nothing in this Agreement relieves or is intended to relieve Northstar of its duties and obligations with respect to any service that Northstar or the Licensees may not delegate pursuant to the Act and the FCC Legal Requirements or that Service Provider is not specifically obligated to provide under this Agreement.

Section 6.7 Technical Facilities Maintenance. Service Provider, under Northstar's supervision, shall maintain or cause to be maintained each Station's transmission equipment and facilities, including the antennas, transmitters and transmission lines in good working order and in such condition so as to enable Service Provider to perform its rights hereunder, and shall provide for the delivery of electrical power to the Stations' transmitting facilities. Service Provider shall perform any repairs and maintenance at mutually agreeable times so as to minimize disruption to Programming.

Section 6.8 Accounts Receivable. As of the date hereof, Service Provider shall hold, and Northstar and each Licensee hereby assign to Service Provider, all right, title and interest to all accounts receivables and cash for services performed or provided by the Stations thereafter ("Accounts Receivable"). To the extent permitted by law, Northstar and each Licensee hereby constitute and appoint Service Provider its true and lawful attorney, irrevocably, with full power to (a) open any mail addressed to Northstar or any Licensee related to Accounts Receivable, (b) act, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due or to become due to Northstar and the Licensees related to Accounts Receivable, (c) endorse and deposit any checks or other instrument or orders in connection therewith and (d) file any claims or take any action or institute any proceedings which Service Provider may deem to be necessary or advisable in connection with Accounts Receivable, which appointment as attorney is coupled with an interest; provided, that Service Provider shall promptly forward copies of all correspondence received from the FCC or related to a Licensee's obligations hereunder to such Licensee. From and after the date hereof, Service Provider shall afford Northstar and its employees, counsel and other authorized representatives reasonable access, during normal business hours, upon reasonable advance notice, with due regard to its ongoing operations, to all of Service Provider's books and records related to Accounts Receivable.

Article 7
PROGRAMMING REQUIREMENTS

Programming shall be in compliance with the terms set forth on Schedule C.

Article 8
SPECTRUM LEASING

Northstar and the Licensees agree that, for any Station that has digital spectrum not required to broadcast the primary digital stream on which the Service will be broadcast or such additional programming streams as Northstar and the Licensees may determine, Service Provider shall have the right, but not the obligation, to lease such spectrum to third parties in accordance with FCC Legal Requirements and Service Provider shall be entitled to any and all revenues arising out of such leasing activities, provided that, Service Provider, Northstar and the Licensees will cooperate with one another with respect to any required reports concerning such spectrum leasing and Service Provider will reimburse Northstar and the Licensees for any payments required under Section 73.624(d) of the FCC's rules or any successor regulation.

Article 9
REPRESENTATIONS AND WARRANTIES

Section 9.1 By Service Provider. Service Provider hereby represents and warrants that:

(a) Organization and Standing. Service Provider is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business and is in good standing in each of the jurisdictions where the conduct of its business requires such qualification.

(b) Authorization and Binding Obligation. Service Provider has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Service Provider's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Service Provider and constitutes its valid and binding obligation enforceable against Service Provider in accordance with its terms.

(c) Absence of Conflicting Agreements. The execution, delivery and performance of this Agreement by Service Provider: (i) does not and will not violate any provisions of Service Provider's organizational documents; (ii) does not and will not require the consent or approval of any third party or governmental authority; (iii) does not and will not violate applicable law; and (iv) does not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Service Provider is now subject.

(d) Broker's Fees. Neither Service Provider nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity, nor has it or any person or entity acting on its behalf taken any action on which a claim for any such payment could be based.

Section 9.2 By Northstar and the Licensees. Northstar and each of the Licensees hereby represent, warrant and covenant that:

(a) Organization and Standing. Each of Northstar and the Licensees is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business and is in good standing in each of the jurisdictions where the conduct of its business requires such qualification.

(b) Authorization and Binding Obligation. Northstar and each of the Licensees have all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Northstar and each of the Licensees' execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Northstar and each of the Licensees and constitutes its valid and binding obligation enforceable against Northstar and each of the Licensees in accordance with its terms.

(c) Absence of Conflicting Agreements. The execution, delivery and performance of this Agreement by Northstar and each Licensee: (i) does not and will not violate any provisions of Northstar's and each of the Licensees' respective organizational documents; (ii) does not and will not require the consent or approval of any third party or governmental authority; (iii) does not and will not violate applicable law; and (iv) does not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Northstar and each of the Licensees is now subject.

(d) FCC Licenses.

(i) During the Term, Northstar and each of the Licensees shall (A) use its best efforts to preserve and maintain the FCC licenses in full force and effect without material change, including the filing and prosecution of applications for the renewal of such licenses, except as required in connection with the Transaction; and (B) not take any action that would jeopardize the Licensees' rightful possession of the FCC licenses.

(ii) Northstar and each of the Licensees shall, in consultation with Service Provider, file all reports, applications and other filings required to be made at the FCC or any other government agency on a timely basis with respect to the FCC licenses and the Stations.

(e) Broker's Fees. Northstar and each of the Licensees represents and warrants to Service Provider that neither it nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity, nor has it or any person or entity acting on its behalf taken any action on which a claim for any such payment could be based.

Article 10

INDEMNIFICATION

Section 10.1 With Respect to Northstar and the Licensees. Northstar, each Licensee and each of their members, subsidiaries, affiliated companies, and their respective officers, managers, agents, service providers and employees shall be indemnified and held harmless pursuant to the terms of that certain Indemnification Agreement dated as of the date hereof by and among AIC, Northstar and Jericho Partners LLC.

Section 10.2 By Northstar and the Licensees. Northstar and each Licensee shall, jointly and severally, indemnify and hold Service Provider and its subsidiaries and affiliated companies and their respective officers, directors, shareholders, service providers, agents and employees harmless against any

and all third party claims, and actual, out-of-pocket damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees ("Damages") arising out of: (a) indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights or proprietary rights and any other violations of the rights of any third party, resulting from the Licensees' broadcast of programs on the Stations other than the Programming; (b) any alteration by any Licensee to the Programming; (c) any action taken or omission by Northstar or any Licensee or their respective employees, service providers or agents with respect to the Stations, or any failure by Northstar or any Licensee or their respective employees, service providers or agents to take any action with respect to the Stations, including but not limited to Northstar and the Licensees' payment and performance obligations and liabilities, unless resulting from a breach by Service Provider hereunder; or (d) Northstar or Licensees' breach of any of their representations, warranties or covenants set forth in this Agreement except to the extent such Damages arise from or in connection with the willful misconduct, gross negligence or intentional breach of Service Provider. Northstar's and the Licensees' respective obligations to hold Service Provider harmless under this Agreement shall survive any termination of this Agreement until the expiration of all applicable statutes of limitations. Notwithstanding the foregoing, in no event shall Northstar or the Licensees be liable for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue, profit or opportunity.

Section 10.3 Procedure for Indemnification and Limitations. The procedure for indemnification pursuant to Section 10.2 shall be as follows:

(a) Service Provider shall give notice to Northstar of any claim, whether solely between the parties or brought by a third party, specifying (i) the factual basis for the claim, and (ii) the amount of the claim (if known). If the claim relates to an action, suit or proceeding filed by a third party against Service Provider, notice shall be given by Service Provider within fifteen (15) business days after written notice of the action, suit or proceeding was given to Service Provider. In all other circumstances, notice shall be given by Service Provider within thirty (30) days after Service Provider becomes aware of the facts giving rise to the claim. Notwithstanding the foregoing, Service Provider's failure to give Northstar timely notice shall not preclude Service Provider from seeking indemnification from Northstar except to the extent that Service Provider's failure has materially prejudiced Northstar's ability to defend the claim or litigation.

(b) With respect to claims between the parties, following receipt of notice from Service Provider of a claim, Northstar shall have thirty (30) days to make any investigation of the claim that Northstar deems necessary or desirable. For the purposes of this investigation, Service Provider agrees to make available to Northstar and/or its authorized representatives the information relied upon by Service Provider to substantiate the claim. If Service Provider and Northstar cannot agree as to the validity and amount of the claim within the 30-day period (or any mutually agreed upon extension thereof), Service Provider may seek appropriate legal remedy.

(c) With respect to any claim by a third party as to which Service Provider is entitled to indemnification hereunder, Northstar shall have the right at its own expense to participate in or assume control of the defense of the claim, and Service Provider shall cooperate with Northstar, subject to reimbursement for actual out-of-pocket expenses incurred by Service Provider as the result of a request by Northstar. If Northstar elects to assume control of the defense of any third-party claim, Service Provider shall have the right to participate in the defense of the claim as its own expense, and Northstar and Service Provider and their respective counsel shall cooperate in good faith with respect to such claim. If Northstar does not elect to assume control or otherwise participate in the defense of any third party claim, Service Provider may, but shall have no obligation to, defend such claim or litigation in such manner as it deems appropriate (subject to the right of Northstar to assume defense of or opposition to

such claim at any time prior to settlement, compromise or final determination thereof), but Service Provider shall not, without Northstar's written consent, settle or compromise any claim or consent to entry of any judgment which does not include the giving by Service Provider to Northstar of a release from all liability in respect of such claim.

(d) Neither Northstar, the Licensees nor Service Provider shall have any obligation to another party for any matter described in this Article 10, as the case may be, except upon compliance by the other party with the provisions of this Article 10. No party shall be required to indemnify another party under this Article 10 for any breach of any representation or warranty contained in this Agreement unless written notice of a claim under this Article 10 was received by Northstar within the survival period specified in Section 10.3.

Article 11

TERM OF SHARING ARRANGEMENTS

The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is eight (8) years (the "Initial Term"). The term of this Agreement shall be automatically extended for an additional five (5) year terms or any other such extended period as mutually agreed upon by Service Provider and Northstar (such renewal term, if any, together with the Initial Term, the "Term"), unless either party notifies the other to the contrary at least one year prior to the expiration of a Term. Notwithstanding the foregoing, the sharing arrangements contemplated by this Agreement shall terminate with respect to Northstar and all Licensees, or any Licensee (a) at Service Provider's election upon the consummation of the assignment of the assets and FCC licenses of the Licensees relating to the Stations to Service Provider, or an assignee of Service Provider, under the terms of that certain Option Agreement, entered into by Northstar and Service Provider (the "Northstar Option"), (b) upon the termination of the Affiliation Agreement, (c) by mutual consent of the parties, (d) upon ninety (90) days prior written notice from Service Provider to Northstar or (e) upon the election of Service Provider if the FCC revokes or fails to renew the Stations' licenses and Northstar has fully exhausted all of its appeals of such action before the FCC and before any court with jurisdiction over such action.

Article 12

EVENTS OF DEFAULT

The following shall, after the expiration of the applicable cure periods, constitute events of default under this Agreement ("Events of Default"):

Section 12.1 Default in Obligations. Northstar or any Licensee or Service Provider (a) defaults in the performance of any obligation contained in this Agreement or in any other agreement between Service Provider and Northstar or any Licensee in any material respect, (b) makes a general assignment for the benefit of creditors, or (c) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law.

Section 12.2 Breach of Representation. Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, proves to have been false or misleading in any material respect as of the time made or furnished.

Section 12.3 Off-Air Stations. Any Station ceases to broadcast for reasons other than Force Majeure on its currently authorized channel, as set forth on Schedule A, or such other channel assigned to

it by the FCC, for reasons other than to comply with the rules and regulations of the FCC or other governmental authority and without prior written consent of Service Provider.

Section 12.4 Event of Default under the Affiliation Agreement. An Event of Default shall have incurred under, and as defined in, the Affiliation Agreement.

Section 12.5 Northstar Loan Agreement Default. An Event of Default shall have occurred under that certain Loan Agreement, dated as of May __, 2013, by and between Northstar and Service Provider.

Article 13

CURE PERIOD AND TERMINATION UPON DEFAULT

Except for those Events of Default described in Section 12.4 and Section 12.5, an Event of Default shall not be deemed to have occurred until thirty (30) days after the nondefaulting party has provided the defaulting party with written notice specifying the event or events which if not cured would constitute an Event of Default and specifying the actions necessary to cure within such thirty (30) day period. Either party may terminate this Agreement upon notice to the other party in the event the other party is responsible for an Event of Default; provided that no such termination shall relieve any party of its obligations arising prior to such termination.

Article 14

FORCE MAJEURE

If a *force majeure* event such as a strike, labor dispute, fire, flood or other act of God, failure or delay of technical equipment, facility modification or repair, war, public disaster, or other reason beyond the cause or control of Service Provider or Northstar ("Force Majeure") prevents such party or its personnel from performing tasks which it is required to perform under this Agreement during any period of time, then such failure shall not be a breach of this Agreement and such party shall be excused from such performance during that time.

Article 15

GENERAL TERMS

Section 15.1 Waivers and Amendments. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by a statement in writing, signed by each party to this Agreement (except in the limited case of waivers of obligations to Service Provider, which may be waived in a writing signed by Service Provider (and only in such manner)).

Section 15.2 Specific Performance. Each party hereto acknowledges and agrees that its respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law, the other parties shall, without posting any bond, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

Section 15.3 GOVERNING LAW. THIS AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER,

SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 15.4 Consent to Jurisdiction. Without limiting the other provisions of this Section 15.4, the parties hereto agree that any legal proceeding by or against any party hereto or with respect to or arising out of this Agreement shall be brought exclusively in any state or federal court in the U.S. District for the Southern District of New York. By execution and delivery of this Agreement, each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and to the appellate courts therefrom solely for the purposes of disputes arising under this Agreement and not as a general submission to such jurisdiction or with respect to any other dispute, matter or claim whatsoever. The parties hereto irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the delivery of copies thereof by overnight courier to the address for such party to which notices are deliverable hereunder. Any such service of process shall be effective upon delivery. Nothing herein shall affect the right to serve process in any other manner permitted by applicable law. The parties hereto hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing courts on the basis of (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, or that it or any of its property is immune from the above-described legal process, (b) that such action or proceeding is brought in an inconvenient forum, that venue for the action or proceeding is improper or that this Agreement may not be enforced in or by such courts, or (c) any other defense that would hinder or delay the levy, execution or collection of any amount to which any party hereto is entitled pursuant to any final judgment of any court having jurisdiction.

Section 15.5 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 15.6 Assignment; Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Agreement may not be assigned by any party without prior consent of the others.

Section 15.7 Attorneys' Fees. In the event of any dispute between the parties to this Agreement, Northstar, the Licensees or Service Provider, as the case may be, shall reimburse the prevailing party for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Agreement. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing party may have under this Agreement.

Section 15.8 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

Section 15.9 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

Section 15.10 Severability. If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, Service Provider, Northstar and the Licensees shall

jointly defend the Agreement and their respective performance hereunder, throughout all such proceedings. If any provision of this Agreement or the application thereof to any person or circumstances shall be deemed invalid or unenforceable to any extent by any court, administrative agency or similar governmental authority, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to (a) the validity of any provision of this Agreement or (b) whether or not a party would be in violation of any FCC rule or policy as a result of such party's compliance with any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Legal Requirements, while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties agree that, upon the request of either of them, they shall join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the parties are unable to negotiate a mutually acceptable modified Agreement or such court, administrative agency (including the FCC) or similar governmental authority does not approve any reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have a material adverse effect on Service Provider, Northstar, or any of the Licensees, then either party may terminate this Agreement upon written notice to the other and such termination shall not be deemed to be an event of default. Upon such termination, Northstar shall not be responsible for payment to Service Provider of any outstanding or unpaid Payments; and each party shall be relieved of any further obligations, one to the other, provided that no such termination shall in any way limit or otherwise affect the Leases, which shall remain in full force and effect pursuant to their terms despite such termination.

Section 15.11 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 15.12 Notices. All notices, requests, demands, consents and communications necessary or required under this Agreement shall be delivered by hand or sent by registered or certified mail, return receipt requested, by overnight prepaid courier or by facsimile (receipt confirmed) or electronic mail (receipt confirmed, to the extent available) to (or to such other address as a party may request by written notice):

To Northstar:

Northstar Media, LLC
777 South Flagler Drive
Suite 800, West Tower
West Palm Beach, Florida 33401
Attention: Michael H. Jahrmarkt
Telephone: (212) 247-0800
Email: mjahrmarkt@northlightfinancial.com

With a copy (which shall not constitute notice) to:

Katten Muchin Rosenman LLP
575 Madison Avenue
New York, New York 10022
Attention: Howard S. Jacobs
Telephone: (212) 940-8505
Facsimile: (212) 894-5505

To Service Provider:

Stations Group LLC
c/o Azteca International Corporation
1139 Grand Central Avenue
Glendale, CA 91201
Attention: Horacio Medal
Telephone: (310) 432-7641

With a copy (which shall not constitute notice) to:

K&L Gates LLP
599 Lexington Avenue
New York, New York 10022
Attention: John D. Vaughan
Telephone: (212) 536-4006
Facsimile: (212) 536-3901
Attention: Roger R. Crane
Telephone: (212) 536-4064
Facsimile: (212) 536-3901

Section 15.13 Counterparts; Delivery of Signatures. This Agreement may be executed in two or more counterparts (which may be by facsimile, electronic mail (including PDF) or other transmission method) and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail (including PDF) or other transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, electronic mail (including PDF) or other transmission method shall be deemed to be their original signatures for all purposes.

Section 15.14 Fees and Expenses. Except to the extent otherwise agreed in writing, the parties hereto each agree that each will bear its own expenses incurred in connection with the negotiation, drafting and completion of the transactions contemplated by this Agreement.

Section 15.15 Independent Counsel. Each of the parties hereto further and agrees that each has been provided the opportunity and encouraged to consult with counsel of its own choosing with respect to this Agreement and the transactions contemplated hereby.

Section 15.16 Survival. The representations, warranties, covenants and agreements made herein shall survive the execution of this Agreement.

[signature pages follow]

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

STATIONS GROUP LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

NORTHSTAR MEDIA, LLC

By: _____

Name: _____

Title: _____

LICENSEES:

UNA VEZ MAS LAS VEGAS LICENSE, LLC
UNA VEZ MAS MCALLEN LICENSE, LLC
UNA VEZ MAS MIDLAND LICENSE, LLC
UNA VEZ MAS ALICE LICENSE, LLC
UNA VEZ MAS VICTORIA LICENSE, LLC
UNA VEZ MAS BROWNSVILLE LICENSE, LLC
UNA VEZ MAS TAMPA LICENSE, LLC
UNA VEZ MAS PHOENIX LICENSE, LLC
UNA VEZ MAS NEW ORLEANS LICENSE, LLC
UNA VEZ MAS ALBUQUERQUE LICENSE, LLC
UNA VEZ MAS LUBBOCK LICENSE, LLC
UNA VEZ MAS CORPUS CHRISTI LICENSE, LLC
UNA VEZ MAS SAN ANTONIO LICENSE, LLC
UNA VEZ MAS AMARILLO LICENSE I, LLC
UNA VEZ MAS PRESCOTT LICENSE II, LLC
UNA VEZ MAS WICHITA FALLS LICENSE, LLC
UNA VEZ MAS SAN LUIS OBISPO LICENSE
UNA VEZ MAS ATASCADERO LICENSE, LLC
UNA VEZ MAS LOMPOC LICENSE, LLC
UNA VEZ MAS PASO ROBLES LICENSE, LLC
UNA VEZ MAS SANTA BARBARA LICENSE
UNA VEZ MAS SANTA MARIA LICENSE, LLC
UNA VEZ MAS SHERMAN LICENSE, LLC
UNA VEZ MAS FLAGSTAFF LICENSE, LLC
UNA VEZ MAS PORT ARTHUR LICENSE, LLC
UNA VEZ MAS LAKE SHORE LICENSE, LLC
UNA VEZ MAS MULLIN LICENSE, LLC
UNA VEZ MAS ATLANTA LICENSE
UNA VEZ MAS SAN FRANCISCO LICENSE, LLC
UNA VEZ MAS DALLAS LICENSE, LLC
UNA VEZ MAS HOUSTON LICENSE, LLC

By: NORTHSTAR MEDIA, LLC,
their Sole Member

By: _____
Name: _____
Title: _____

SCHEDULE A
Stations and Licensees

<u><i>Licensee</i></u>	<u><i>Station</i></u>
Una Vez Mas Flagstaff License, LLC	K41MR-D, Flagstaff, AZ
Una Vez Mas Sherman License, LLC	KADY-LP, Sherman, TX
Una Vez Mas Alice License, LLC	KAEU-LP, Alice, TX
Una Vez Mas Amarillo License I, LLC	KAMM-LP, Amarillo, TX
Una Vez Mas Atascadero License, LLC	KASC-CA, Atascadero, CA
Una Vez Mas Wichita Falls License, LLC	KAWF-LP, Wichita Falls, TX
Una Vez Mas Mullin License, LLC	KAXW-LP, Mullin, TX
Una Vez Mas Dallas License, LLC	KAZD(TV), Lake Dallas, TX
Una Vez Mas McAllen License, LLC	KAZH-LP, McAllen, TX
Una Vez Mas Port Arthur License, LLC	KAZP-LP, Port Arthur, TX
Una Vez Mas Lubbock License, LLC	KDFL-LP, Lubbock, TX
Una Vez Mas Prescott License II, LLC	KDFQ-LP, Prescott, AZ
Una Vez Mas Santa Maria License, LLC	KDFS-CA, Santa Maria, CA
Una Vez Mas San Francisco License, LLC	KEMO-TV, Santa Rosa, CA
Una Vez Mas Las Vegas License, LLC	KHDF-CD, Las Vegas, NV
Una Vez Mas Lompoc License, LLC	KLDF-CA, Lompoc, CA
Una Vez Mas Brownsville License, LLC	KNWS-LP, Brownsville, TX
Una Vez Mas Paso Robles License, LLC	KPAO-CA, Paso Robles, CA
Una Vez Mas Phoenix License, LLC	KPDF-CA, Phoenix, AZ
Una Vez Mas Midland License, LLC	KQBN-LP, Midland, TX
Una Vez Mas Albuquerque License, LLC	KQDF-LP, Albuquerque, NM
Una Vez Mas San Luis Obispo License, LLC	KSBO-CA, San Luis Obispo, CA
Una Vez Mas Victoria License, LLC	KTJA-LP, Victoria, TX

<u><i>Licensee</i></u>	<u><i>Station</i></u>
Una Vez Mas San Antonio License, LLC	KVDF-CA, San Antonio, TX
Una Vez Mas Houston License, LLC	KYAZ(TV), Katy, TX
Una Vez Mas Corpus Christi License, LLC	KYDF-LP, Corpus Christi, TX
Una Vez Mas Santa Barbara License, LLC	KZDF-LP, Santa Barbara, CA
Una Vez Mas Lake Shore License, LLC	WQAW-LP, Lake Shore, MD
Una Vez Mas New Orleans License, LLC	WTNO-LP, New Orleans, LA
Una Vez Mas Atlanta License, LLC	WUVM-LP, Atlanta, GA
Una Vez Mas Tampa License, LLC	WXAX-LP, Clearwater, FL

SCHEDULE B
Programming

Parties to come to agreement.

SCHEDULE C

Programming Requirements

Service Provider agrees to observe the following regulations in the preparation, writing and broadcasting of its Programming:

1. *Compliance with Applicable Law.* All Programming, including advertising, announcements and promotional material, shall comply with the Act, the FCC Legal Requirements, all other applicable laws, and this Schedule C.
2. *No Plugola or Payola.* Service Provider shall comply in all material respects with applicable legal requirements for sponsorship identification in accordance with the Act and FCC Legal Requirements, including applicable legal requirements for sponsorship identification in accordance with the Act and the FCC's rules, including 47 C.F.R. § 73.1212 (the "Sponsorship Identification Rules") and Service Provider shall exercise reasonable diligence as required by the FCC's Legal Requirements to prevent Service Provider's personnel from accepting or agreeing to accept from any person any money, service, or other valuable consideration for the broadcast of any matter on the Stations as part of the Programming except in compliance with the Sponsorship Identification Rules.
3. *No Lotteries.* Service Provider's programming shall not include promotional announcements for lotteries or games if such announcements are prohibited by federal or applicable state law.
4. *Election Procedures.* Absent prior approval of the Stations, Service Provider shall not include within the Programming any political editorial or political candidate or ballot proposition endorsements on behalf of the Stations; provided that, this policy shall not be applied to exclude *bona fide* news and information programming, including that which is carried on Service Provider's national Spanish language network. No advertising or paid announcement may be sold to, nor any free time provided for the use of, candidates for political office or their supporters without the prior approval of the Licensees, which shall retain responsibility for the compliance of the Stations with the Act and the regulations of the FCC. If the Licensees give prior approval for political candidate advertising or paid political announcements at least sixty days before the start of any primary or election campaign (or such shorter period as may be permitted in the discretion of the Licensees), Service Provider will clear with the applicable Licensee's manager the rates Service Provider will charge for the time to be sold to candidates for public office and their supporters to make certain that the rates charged are in conformance with applicable law (including FCC Legal Requirements) and the Station's policy. If any programming or other material submitted for broadcast by Service Provider triggers equal access or related obligations to competing political candidates under the Act and the FCC Legal Requirements, Service Provider shall provide any broadcast time out of the air time purchased by it pursuant to the Agreement and ensure compliance with the Act and applicable FCC Legal Requirements.
5. *Required Announcements.* Service Provider shall broadcast an announcement at the beginning of each hour to identify the applicable Station's call letters and any other announcements that the Stations are required to make under applicable law, and the format and content of such announcements shall be reasonably acceptable to the Licensees.
6. *No Illegal Announcements; Fraudulent Advertising.* No announcements or promotion that any of the Stations is prohibited from making by federal or state law or regulation shall be made over such Stations. No advertising matter, announcement or claim which Service Provider knows to be

fraudulent, misleading or untrue shall be included in any matter submitted for broadcast over the Stations or otherwise broadcast over the Stations.

7. *Indecent, Defamatory or Certain Other Programming.* No programs, announcements, advertising matter or any other material, or any portion thereof submitted for broadcast over the Stations or otherwise broadcast over the Stations, shall be defamatory, obscene, or profane, and no indecent material shall be broadcast at any time that such broadcast would violate FCC Legal Requirements and policies or that would be viewable in hours at which children reasonably could be expected to be in the viewing audience.

8. *Licensee Discretion.* In accordance with the responsibilities of Licensees under the Act and the FCC Legal Requirements, Licensees reserve the right to reject or terminate any Programming proposed to be presented over Stations which is in conflict with the policy of the Licensees or which in the reasonable judgment of Licensees would not serve the public interest.