

TIME BROKERAGE AGREEMENT

THIS TIME BROKERAGE AGREEMENT (this "Agreement"), is made and entered into as of June 30, 2013, by and among Una Vez Mas, LP ("UVM"), each of UVM's subsidiaries set forth on the signature pages hereto (together with UVM, a "UVM Entity", and collectively, the "UVM Entities"), and Azteca International Corporation ("Broker").

RECITALS

WHEREAS, UVM holds, directly or indirectly, one hundred percent (100%) of the membership interests of each of the UVM Entities (including the FCC Licensees (as defined below);

WHEREAS, UVM and Broker are entering into that certain Agreement and Plan of Merger ("Merger Agreement"), dated as of the date hereof, by and among Broker, UVM, Stations Group LLC ("Merger Sub"), the UVM Investors party thereto and Terry E Crosby Consulting Services LLC, as Investor Representative, pursuant to which UVM will merge with and into Merger Sub and UVM will cease to exist (the "Transaction");

WHEREAS, as a condition to consummation of the Transaction, all of the outstanding membership interests in the FCC Licensees shall be purchased by, and transferred to, a third party, Northstar Media, LLC;

WHEREAS, it is a condition of the signing of the Merger Agreement that the UVM Entities and Broker simultaneously enter into this Agreement;

WHEREAS, each of UVM, Una Vez Mas Houston, LLC, Una Vez Mas Dallas, LLC and Una Vez Mas San Francisco, LLC, owns and operates its respective Stations (as defined in Section 1.1) pursuant to licenses issued to its respective license subsidiaries by the Federal Communications Commission ("FCC") (each an "FCC Licensee," and collectively, the "FCC Licensees");

WHEREAS, the FCC Licensees have broadcast time available for sale on their Stations and desire that (a) Broker provide television programming responsive to the needs, interests, issues and desires of each Station's community of license and service area and (b) Broker provide related operational services; and

WHEREAS, Broker desires to purchase time on the Stations to present its programming on the Stations and to sell advertising time for inclusion in such programming, and is willing to purchase such broadcast time and provide related operational services, subject to the limitations set forth herein and in accordance with FCC Legal Requirements.

NOW, THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements herein contained, the parties agree as follows:

Article 1

SALE OF TIME

Broker and each of the UVM Entities agree as follows:

Section 1.1 Broadcast of Programming. Subject to the terms and conditions of this Agreement, at all times during the Term (as defined below), each of the applicable UVM Entities set forth on Schedule 1.1 hereto shall make available broadcast time on each of the stations set forth opposite the name of such UVM Entity on Schedule 1.1 which are currently on the air as indicated in Schedule 1.1 or which may, during the Term, go on the air. Broker may from time to time, in its discretion, deliver by written notice to UVM a revised Schedule 1.1 to exclude any Station which is classified as a low power Station (the "LP Stations," which shall include all Stations that are not classified as full power Stations (the "FP Stations")). For purposes hereof, "Station" shall mean, on any date, the Stations listed on Schedule 1.1 on such date. Broker shall purchase such time for the broadcast of Broker's programming which it broadcasts over its "Azteca" network (the "AIC Programming") and such other programming as Broker may, in its discretion, provide hereunder (together with the AIC Programming, the "Programming") for up to 168 hours a week except for: (a) downtime occasioned by repair and maintenance performed in accordance herewith; (b) up to one hour per week on each Station between 6:00 A.M. and 7:00 A.M. on Sunday morning for the broadcast of public affairs programming produced or acquired by the applicable UVM Entity; and (c) times when the Programming is not accepted or is preempted by a FCC Licensee in accordance with this Agreement. Broker shall transmit, at its expense, the AIC Programming to the Stations' transmitting facilities in a manner that ensures that the AIC Programming meets technical and quality standards at least equal to those of the Broker's "Azteca" network broadcasts. During the Term, Broker may not change the programming format of the Stations in any material respect, including without limitation, their network affiliations. The Stations shall continue to broadcast any programming required under the terms of Station Contracts (as defined below) that Broker determines, in its discretion, to maintain or continue from time to time during the Term; *provided*, that the obligations of Broker and any UVM Entity under any affiliation agreements or other programming agreements between the parties in effect as of the date hereof shall be suspended during the Term and shall resume immediately upon expiration of the Term or other termination hereof.

Section 1.2 Advertising and Programming Revenues. During the Term, Broker shall have full authority to sell for its own account in its discretion (subject to Section 3.1(a)), commercial time on the Stations and to retain all revenues from the sale of any advertising and programming time on the Stations.

Section 1.3 Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming, or failure at any time to furnish the facilities, in whole or in part, for broadcasting the Programming, solely due to acts of God, facility modification or repair, force majeure or any other causes beyond the reasonable control of the UVM Entities or Broker, as applicable, shall not constitute a breach of this Agreement; *provided*, that no payment default shall be excused pursuant to this Section 1.3.

Section 1.4 Access to Facilities; Equipment.

(a) Studio Facilities. During the Term, to enable Broker to exploit its rights and obligations hereunder, each UVM Entity shall make the offices and equipment at its main studio (each a “Main Studio”) and any other studio facility used by its Station available, for no additional consideration, to Broker for its use pursuant to this Agreement twenty-four (24) hours a day, seven (7) days a week. Broker may not use such facilities for any purpose other than as set forth in this Agreement. When on the UVM Entities’ premises, Broker’s personnel shall be subject to the ultimate direction and control of UVM’s Main Studio Employees (defined below) and shall not (i) act contrary to the terms of the leases for the premises, or (ii) interfere with the UVM Entities’ use of such premises. Schedule 1.4(a)(i) lists all of the Main Studios and Schedule 1.4(a)(ii) lists all other facilities used in the operation of the Stations (together with the Main Studios, the “Facilities”). This Section 1.4 is subject and subordinate to the UVM Entities’ leases for the Main Studios and does not constitute a grant of any real property interest.

(b) Equipment.

(i) Except as provided in Schedule 1.4(b), UVM represents that, as of the date hereof, all of the transmission equipment (including, but not limited to, antennas, transmitters and transmission lines) owned or used by the UVM Entities (excluding equipment provided by Broker hereunder) in connection with the Stations, is, and throughout the Term shall be maintained by the UVM Entities, subject to Section 3.1(e), in good working condition (subject to normal wear and tear). UVM represents that all of the other equipment owned or used by the UVM Entities in connection with the Stations is in good working condition (subject to normal wear and tear).

(ii) During the Term, to enable Broker to fulfill its rights and obligations hereunder, each UVM Entity shall provide AIC with access to, and with the right to use in connection with the Stations’ business (and for no other purpose), all studio, programming and transmission equipment owned or used by the UVM Entities in connection with the Stations for the delivery, receipt and broadcast by the Stations of Programming, and all traffic and billing systems.

(c) Studio Modifications and Equipment Installation for Broker’s Performance of Its Obligations. Broker shall have the right, at its sole expense, and subject to the terms of applicable agreements, (i) to install at any Facility any equipment necessary or convenient for the proper delivery and monitoring of the Programming and to facilitate and monitor transmission of the Programming on the Stations, including, without limitation, any microwave studio/transmitter relay equipment, telephone lines, remote control or monitoring devices or any other similar equipment to be utilized by Broker in performance of its obligations hereunder; and (ii) to make modifications to space at the Facilities, including to provide workspace for Broker’s employees separate and distinct from that of UVM’s Main Studio Employees, provided that no such installations or modifications shall preclude any UVM Entity from performing its obligations as an FCC licensee. All equipment and improvements provided by Broker hereunder shall remain property of Broker and shall, as between Broker and the UVM Entities, be used solely by Broker or as authorized by Broker, *provided*, that during the Term, Broker shall provide the applicable UVM Entities with access to, and the right to use, any such

improvements and equipment to the extent necessary for the UVM Entities to fulfill Legal Requirements as FCC licensees.

Section 1.5 Payments. In consideration hereof, Broker shall advance amounts to UVM for the benefit of the applicable UVM Entities in accordance with Schedule 1.5.

Section 1.6 Term. The term of this Agreement (the “Term”) shall be for a period commencing as of the date hereof and ending at the earlier of (a) the consummation of the Transaction or (b) termination of this Agreement pursuant to Article 9 hereof.

Section 1.7 License to Use Intellectual Property. Each UVM Entity (including each FCC Licensee) hereby grants Broker an exclusive (except as to use by any UVM Entity in accordance herewith) license to use the intellectual property owned by or licensed to any UVM Entity 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) (the “Marks”) for the Programming during the Term; *provided*, that Broker shall not at any time represent itself as the licensee of the Stations. Broker agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to the nature and quality of such services provided by Broker in connection with programming it provides on its “Azteca” network. Broker shall notify the UVM Entities in writing of any legal action commenced against it which relates to the Marks or to the quality of the Programming broadcast on the Stations hereunder within ten (10) days of notice of such action.

Section 1.8 No Breach. Notwithstanding anything in this Agreement or the Merger Agreement to the contrary, if: (i) Broker’s exclusion of any LP Stations pursuant to Section 1.1 of this Agreement (including without limitation the cessation of broadcasting of any such LP Station or if the operation of any LP Station is otherwise not funded by Broker pursuant to this Agreement), (ii) the termination or modification of any Station Contract or Other Station Contract (defined below) by the applicable UVM Entity at the request of Broker under Section 5.1 or Section 6.1 of this Agreement or pursuant to the Merger Agreement, or (iii) transfers of Station Assets by the applicable UVM Entity at the request of Broker pursuant to this Agreement or the Merger Agreement, impairs or restricts any UVM Entity’s ability to perform its obligations hereunder, then such impairment or restriction shall not constitute a breach or default of the UVM Entities’ representations, warranties, covenants, obligations or agreements under this Agreement.

Article 2

RELEASE AND LIMITATION ON LIABILITY

Section 2.1 Release by UVM Entities. In consideration of the agreements of Broker contained herein and in the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the UVM Entities and their successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Broker, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, service providers and other

representatives (Broker and all such other persons and entities being hereinafter referred to collectively as the “Broker Releasees” and individually as a “Broker Releasee”), of and from all demands, actions, causes of action, suits, controversies, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any UVM Entity or any of their successors, assigns, or other legal representatives, may now or hereafter own, hold, have or claim to have against the Broker Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arose or has arisen at any time on or prior to the date hereof (individually, a “UVM Claim” and collectively, “UVM Claims”), including UVM Claims arising out of, relating to, or in connection with any agreements between any Broker Releasee and any UVM Entity with respect to the provision of television programming (“UVM Programming Claims”). For avoidance of doubt, this release is not intended to, and does not, terminate, alter, limit or otherwise affect the terms of any agreement between any UVM Entity and any Broker Releasee entered on the date hereof in connection herewith (“Transaction Agreements”) or the terms of any agreement between any UVM Entity and any Broker Releasee entered prior to the date hereof (“Preexisting Agreements”) with respect to any obligations for performance thereunder after the date hereof.

In connection with the paragraph immediately above, each UVM Entity:

(a) represents, warrants and acknowledges that such UVM Entity has been fully advised of the contents of Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor; and

(b) hereby expressly waives the benefits thereof and any rights that such UVM Entity may have thereunder so that each UVM Entity is hereby releasing all UVM Claims expressly released hereunder, whether known or unknown and whether suspected or unsuspected.

Section 2.2 Broker Release. In consideration of the agreements of the UVM Entities contained herein and in the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Broker and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably release, remise and forever discharge each UVM Entity, and their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, service providers and other representatives (each UVM Entity and all such other persons and entities being hereinafter referred to collectively as the “UVM Releasees” and individually as a “UVM Releasee”), of and from all demands, actions, causes of action, suits, controversies, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Broker or any of its successors, assigns, or other legal representatives, may now or hereafter own, hold, have or claim to have against the UVM Releasees or any of them

for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arose or has arisen at any time on or prior to the date hereof (individually, a “Broker Claim” and collectively, “Broker Claims”), including Broker Claims arising out of, relating to, or in connection with any agreements between any UVM Releasee and Broker with respect to the provision of television programming, but excluding, any and all Broker Claims under any of the following Preexisting Agreements (and all Preexisting Agreements executed in connection therewith, collectively, the “Loan Agreements”), each as defined in the Merger Agreement: (a) the UVM First Lien Loan Facility, (b) the UVM Second Lien Loan Facility, (c) the BAZ Dallas/Houston Facility, (d) the BAZ San Francisco Facility and (e) the UVM Studio Loan Facility. For avoidance of doubt, this release is not intended to, and does not, terminate, alter, limit or otherwise affect the terms of any Transaction Agreements or the terms of any Preexisting Agreements with respect to any obligations for performance thereunder after the date hereof.

In connection with the paragraph immediately above, Broker:

(a) represents, warrants and acknowledges that Broker has been fully advised of the contents of Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor; and

(b) hereby expressly waives the benefits thereof and any rights that Broker may have thereunder so that Broker is hereby releasing all Broker Claims expressly released hereunder, whether known or unknown and whether suspected or unsuspected.

Section 2.3 Complete Defense and Injunction. Each releasor under Section 2.1 and Section 2.2 (individually a “Releasor,” and collectively the “Releasors”) understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Section 2.4 Final and Unconditional. Each Releasor agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

Section 2.5 Covenant Not to Sue. Each Releasor and its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each releasee released pursuant to Section 2.1 and Section 2.2 (individually, a “Releasee,” and collectively the “Releasees”) that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any UVM Claim (or any UVM Programming Claim arising hereafter other than hereunder) or Broker Claim, as applicable, released, remised and discharged by such Releasors pursuant to Section 2.1 or Section 2.2, as applicable, above. If any Releasor, or its respective successors, assigns, and other legal representatives violates the foregoing covenant, such Releasor, in each case, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other

damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

Section 2.6 Covenant Not to Assert Defense. No performance or course of conduct hereunder, nor the breach of any representation hereunder or termination hereof, by Broker shall give rise to any claim of defense by any UVM Entity with respect to any claim of Broker or any of Broker's affiliates or subsidiaries not arising out of nor related to this Agreement.

Section 2.7 Limitation on Broker Liability. In no event shall Broker's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total amount of actual damages. The foregoing limitations shall apply even if any UVM Entity's remedies under this Agreement fail of their essential purpose. In no event shall Broker be liable to any UVM Entity for any consequential incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue, profit or opportunity.

Section 2.8 Survival. The provisions of this Article 2 shall survive the termination hereof.

Article 3

PROGRAMMING AND OPERATING STANDARDS

Section 3.1 Obligations and Rights of FCC Licensee. Each FCC Licensee and applicable UVM Entity shall be responsible for the ultimate control of the day-to-day operations of its Station in conformance with its FCC licenses, permits and authorizations ("FCC Licenses"), all other applicable U.S. federal, state, municipal or local or foreign laws, statutes, standard ordinances, codes and resolutions, the Communications Act of 1934, as amended (the "Communications 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 ("Legal Requirements") applicable to the FCC Licenses, the UVM Entities that hold such licenses and the operation of the Stations. Without limiting the generality of the foregoing, the UVM Entities shall retain the following rights and obligations with respect to programming and technical operations of the Stations:

(a) FCC Licensees' Absolute Right to Accept or Reject Programming. Each FCC Licensee and applicable UVM Entity shall retain the absolute right to accept or reject any Programming (including advertisements) that each such FCC Licensee and applicable UVM Entity reasonably and in good faith determines is contrary to the public interest or FCC Legal Requirements. Without limiting the foregoing, each FCC Licensee and applicable UVM Entity agrees that preemption and/or rejection shall occur only to the extent it deems reasonably necessary to carry out its obligations as an FCC Licensee and agrees that its rights of preemption and rejection shall not be exercised in an arbitrary manner or solely for the commercial advantage of the UVM Entities or others. The UVM Entities are familiar with the programming broadcast over Broker's "Azteca" television network to date and agree that such programming is consistent with the public interest. In the event that any questions of policy or interpretation

arise with regard to the Programming being consistent with the public interest, Broker shall consult with UVM regarding such questions.

(b) FCC Licensees' Absolute Right to Preempt Programming for Special Events. Each FCC Licensee and the applicable UVM Entity shall have the absolute right to preempt or reject Programming in order to broadcast a program or programs that such FCC Licensee reasonably and in good faith deems necessary to be broadcast in order to fulfill its public service obligations to its community of license by reason of the greater national, regional, or local interest, or the need to provide broadcast information of events of special importance.

(c) FCC Licensees' Obligations for Rejected or Preempted Programming. In each case that an FCC Licensee and the applicable UVM Entity rejects or preempts Programming pursuant to Section 3.1(a) or Section 3.1(b), such FCC Licensee shall provide Broker reasonable advance notice of its intention to reject Programming or preempt any regularly scheduled Programming for the purpose of presenting alternative programming that such FCC Licensee reasonably and in good faith deems necessary to present in order to fulfill its public service obligations to its community of license. In each case, to the extent possible while adhering to applicable FCC Legal Requirements, FCC Licensees' rejection or preemption of Programming shall be effected in a manner so as to maximize Broker's ability to perform and fully exploit its rights hereunder. In the event that the programming substituted by a FCC Licensee is subject to commercial interruptions, Broker shall be entitled to the revenue from the advertising aired during the time such substituted programming is broadcast.

(d) FCC Public Interest Requirements. The parties agree that each FCC Licensee and applicable UVM Entity may broadcast its own public service programming as set forth in Section 1.1. The parties acknowledge that each FCC Licensee is ultimately responsible for complying with the FCC's rules and regulations with respect to (i) 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); (ii) the broadcast and nature of public service programming; (iii) the maintenance of political and public inspection files and the Station's logs; (iv) the ascertainment of issues of community concern; (v) the preparation of all quarterly issues/programs lists; and (vi) children's programming obligations. Each FCC Licensee and applicable UVM Entity reserves the right to refuse to broadcast any program containing matter that each such FCC Licensee and applicable UVM Entity reasonably and in good faith believes to be, or that each such FCC Licensee and applicable UVM Entity reasonably and in good faith believes is likely to be determined by the FCC or any court or other regulatory body with authority over that entity or its Station to be, violative of any right of any third party or indecent or obscene. Each FCC Licensee and applicable UVM Entity, as applicable, shall further have the right to take any other actions necessary for compliance by it with the applicable FCC Legal Requirements (including the prohibition on unauthorized transfers of control).

(e) Maintenance and Repair of Transmission Facilities; Mt. Sutro.

(i) During the Term of this Agreement, the applicable UVM Entities shall maintain or cause to be maintained the Stations' facilities and transmission equipment, including the antennas, transmitters and transmission lines in good working order (subject to

ordinary wear and tear), and shall provide for the delivery of electrical power to the Stations' transmitting facilities. The UVM Entities shall perform any scheduled repairs and maintenance at mutually agreeable times so as to minimize disruption to Programming, and shall provide at least forty-eight (48) hours prior notice to Broker in advance of any scheduled maintenance work affecting the operation of any Station and shall schedule any such maintenance work at times other than the hours of 1:00 A.M. to 4:00 A.M. on weekdays, local time. In the event that any repairs or unscheduled maintenance shall become necessary, the UVM Entities shall provide Broker with prompt notice of the details thereof, and in the event that the UVM Entities desire to seek reimbursement therefor from Broker, Broker shall also be provided with a reasonably detailed estimate of the time and expense related thereto (which estimate may be provided in the case of emergencies within a reasonable amount of time after the date of such repairs or maintenance occurs). Broker shall provide UVM with a 24/7 emergency telephone number for purposes of providing the foregoing notices on an emergency basis. Notwithstanding the foregoing, the UVM Entities shall not be responsible for any maintenance or repair for which Broker has not agreed to reimburse the UVM Entities and Broker shall not be obligated to reimburse the UVM Entities unless it shall have requested or consented to such maintenance or repair.

(ii) Broker and UVM hereby agree that upon receipt by Sutro Tower Inc. of the building permit set forth in item 3 of Schedule 3.9(c) to the Merger Agreement, the applicable UVM Entities may incur, and shall be reimbursed by Broker for, such expenses, and only such expenses, as are set forth in a budget therefor approved in advance by Broker (such approval not to be unreasonably withheld), in order to add the antenna to Sutro Tower on Mt. Sutro in San Francisco in accordance with the applicable KEMO-TV construction permit issued by the FCC.

(f) Studio Location. Each FCC Licensee of a Station that is required to maintain and staff a Main Studio as required under FCC Legal Requirements shall do so in accordance with the terms of this Agreement.

(g) Compliance with Financial Obligations. Subject to Section 1.5, each FCC Licensee and/or applicable UVM Entity shall be responsible for timely payment of other expenses incurred in the operation of its Station, including without limitation, all lease payments for its Station transmitter site and all taxes and other costs incident thereto; all FCC regulatory fees; and any applicable real estate and personal property taxes, utility costs, and maintenance costs.

(h) Maintain Insurance. The UVM Entities shall maintain their existing insurance coverage with reputable insurers on equipment and broadcast facilities and employees during the Term, *provided*, that, during the Term, the UVM Entities may supplement or modify the coverage provided under such policies, or adopt such substitute or additional insurance policies, as may be reasonably requested or approved from time to time by Broker hereunder. The coverage provided under the UVM Entities' insurance policies may include, but not be limited to, broadcaster's liability insurance, workers' compensation insurance, employment practices liability insurance and general commercial liability insurance. Prior to the date hereof, UVM has provided Broker with a copy of all policies covering its equipment and broadcast facilities. To the extent UVM maintains its existing insurance policies after the date hereof, it

shall use best efforts to promptly deliver to Broker certificates naming Broker as an additional insured on each such policy. In the that event UVM desires to change its existing policies after the date hereof, it shall provide Broker with copies of all relevant information concerning proposed replacement policies and shall enter into any such policies only after obtaining Broker's consent and subject to receiving certificates naming Broker as an additional insured on each such policy.

(i) Multichannel Video Programming Distributor Support. Subject to the ultimate direction and control of the FCC Licensees and applicable UVM Entities, and to the extent permitted by applicable FCC Legal Requirements, during the Term, Broker may assist the UVM Entities in negotiating and administering retransmission consent agreements with multichannel video programming distributors ("MVPDs") for the Stations. To assist Broker in its efforts, the UVM Entities shall promptly provide to Broker copies of any UVM Entity's correspondence with MVPDs concerning carriage of any of the Stations' signals. During the Term, Broker 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.

Section 3.2 Obligations and Rights of Broker. Broker shall not take any action, or omit to take any action, inconsistent with FCC Licensees' obligations under applicable FCC Legal Requirements to retain ultimate responsibility for the programming and technical operations of the Stations. Without limiting the generality of the foregoing, during the Term, Broker shall have the following rights and obligations with respect to programming and technical operations:

(a) Compliance with Laws and Station Policies. All Programming provided by Broker shall conform in all material respects to all applicable rules, regulations and policies of the FCC, and all other laws or regulations applicable to the broadcast of programming by the Stations, including without limitation the provisions of 79.1 and 79.2 of the FCC's rules governing closed captioning. All Programming provided by Broker, shall be prepared and presented in conformity with the regulations prescribed in Schedule 3.2(a) hereto, *provided*, that Broker makes no representations or covenants whatsoever as to the quality or compliance with applicable Legal Requirements of Programming provided under any Station Contract. The UVM Entities shall ensure that any and all of the programming provided by the UVM Entities hereunder, if any, conforms to all FCC and any other applicable FCC Legal Requirements.

(b) Cooperation with FCC Licensee. Subject to Section 3.1(d), each FCC Licensee and applicable UVM Entity shall coordinate with Broker on the broadcast of all station identification announcements required by the FCC's rules and the Programming shall include all required Station announcements. During the Term, Broker shall cooperate with the UVM Entities with regard to compliance with their respective FCC obligations, including without limitation, (i) ensuring that the Programming contains matters responsive to issues of public concern in the Stations' local communities and that it contains children's programming, (ii) providing the UVM Entities with lists of Programming on the Stations that addressed such public issues and children's programming, (iii) releasing advertising availabilities to the FCC Licensees as necessary to permit FCC Licensees to comply with the political broadcast rules of the FCC, and (iv) providing other information to enable such UVM Entities to prepare other records,

reports and logs required by FCC Legal Requirements with respect to the Stations. Broker shall, upon request by the UVM Entities, assist the UVM Entities in maintenance of all records and information required by the FCC to be placed in the public inspection files of the Stations pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the FCC's rules (provided that in each instance, the FCC Licensees shall maintain responsibility for compliance with FCC requests concerning public files with respect to Stations). Broker agrees that broadcasts of sponsored Programming addressing political issues or controversial subjects of public importance will comply with the provisions of Section 73.1212 of the FCC's rules. Broker shall cooperate with the UVM Entities with regard to their compliance with the FCC's rules regarding Emergency Alert System tests and alerts.

(c) Payola and Plugola. Broker shall comply in all material respects with applicable legal requirements for sponsorship identification in accordance with the Communications Act and the FCC's rules, including 47 C.F.R. § 73.1212 (the "Sponsorship Identification Rules") and Broker shall exercise reasonable diligence as required by the Sponsorship Identification Rules to prevent Broker'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.

(d) Handling of Mail. Broker shall promptly provide each UVM Entity with the original or a copy of any correspondence from a member of the public relating to the Programming to enable such entity to comply with FCC Legal Requirements, including those regarding the maintenance of the public inspection file. No UVM Entity shall be required to receive or handle mail, facsimiles, emails or telephone calls in connection with the Programming unless a UVM Entity has agreed to do so in writing. UVM Entities shall promptly forward to Broker all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

(e) Compliance with Copyright Act. Broker shall not knowingly broadcast any Programming on the Stations in violation of the Copyright Act or the rights of any person. During the Term, the UVM Entities shall maintain their existing music licenses (including, but not limited to, public performance and synchronization licenses) and supplement such music licenses as required, from time to time, based upon the Programming. To the extent required, Broker shall also maintain music licenses for Programming provided by it. Subject to Section 1.5, each FCC Licensee shall be obligated to pay any music license fees and other similar expenses required in connection with material broadcast by such FCC Licensee in accordance with Section 1.1 of this Agreement, and Broker shall pay any music license fees and other similar expenses required in connection with broadcast of the Programming.

(f) Websites. Broker 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. Broker 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.

(g) Programming. Broker'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 Broker, subject to the rights, if any, of persons not party to this Agreement in such Programming. The AIC Programming shall be provided by Broker hereunder in the same manner and to substantially the same extent that Broker provides such programming to its time brokered or affiliated Azteca network stations in Los Angeles, Miami, Chicago and New York City, other than with respect to differences arising from local programming requirements and blackouts.

(h) Children's Programming. During the Term, Broker shall cooperate with the FCC 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. Broker 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 Broker's children's Programming does not satisfy the FCC Legal Requirements, Broker shall terminate any non-compliant Programming as part of the Programming broadcast on the Stations hereunder at the discretion of the FCC Licensees. AIC Programming provided as children's Programming hereunder shall meet the standards with regard to content and program quality as children's programming broadcast on Broker's "Azteca" network and the FCC Legal Requirements.

(i) New Agreements. From time to time throughout the Term, (i) in addition to its rights and obligations pursuant to Section 5.1 with respect to existing agreements to which UVM Entities are currently parties, Broker, in its discretion, may enter into new agreements related to programming or broadcasting, or any other aspect of operating on the Stations and (ii) the UVM Entities shall take such actions with respect thereto to the extent not inconsistent with applicable Legal Requirements or obligations of the UVM Entities' obligations to operate in the public interest, as Broker shall reasonably request in order to provide Broker with the benefits thereof and Broker shall be responsible for, and shall reimburse the UVM Entities in accordance with Section 1.5, for any costs or expenses related to any such new agreements.

Section 3.3 Other Actions by UVM Entities.

(a) Other Actions. The UVM Entities shall take such other actions as Broker may from time to time determine, in its discretion, to be reasonably necessary or desirable in relation to the broadcast of the Programming on the Stations which may require cooperation or participation from the UVM Entities. The UVM Entities hereby agree to cooperate with Broker to the fullest extent permitted by applicable Legal Requirements. Notwithstanding the foregoing, the UVM Entities shall not be required to take any action it reasonably believes would violate any Legal Requirement or with respect to which Broker has not agreed to reimburse the UVM

Entities and Broker shall not be obligated to reimburse the UVM Entities with respect to any action it has not consented to or requested.

(b) Cost Estimates. Broker may from time to time during the Term request from UVM, and UVM shall provide, an estimate (an “Estimate”) of the costs and expenses required for the applicable UVM Entities to perform one or more actions requested by Broker hereunder. If Broker has requested an Estimate for action(s) to be performed by UVM Entities hereunder, except if such action is necessary to comply with FCC Legal Requirements, no UVM Entity shall proceed with such action(s) until Broker has expressly approved the applicable Estimate and requested that the UVM Entities proceed with requested action(s). In the event that Broker has requested that the UVM Entities perform one or more actions, each of the applicable UVM Entities shall use commercially reasonable efforts to perform such actions in all material respects in accordance with the applicable Estimate (if any). In the event that any UVM Entity performing action(s) requested by Broker at any time becomes unable, or anticipates becoming unable, to perform such actions(s) in all material respects without exceeding the applicable Estimate (if any), the applicable UVM Entity shall notify Broker as promptly as possible and await confirmation from Broker before proceeding with the requested action(s), except if such action is necessary to comply with FCC Legal Requirements. Broker hereby reserves the right to modify, postpone or cancel any requests for performance of action(s) by the UVM Entities and Estimates corresponding to such requested action(s), if any, in its discretion at any time.

Article 4

RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

Section 4.1 Station Expenses. Each UVM Entity shall be responsible for timely paying the following expenses related to the Stations: (a) all lease payments for the transmitter sites; (b) all FCC regulatory or filing fees and the cost of preparing such filings; (c) all real and personal property taxes relating to all Main Studio and transmitter sites; (d) all utility costs (telephone, electricity, etc.) relating to all Main Studio and transmitter sites; (e) maintenance and repair costs on the transmitting equipment; (f) insurance payments on Facilities; (g), the salaries, taxes, insurance and related costs for UVM Entity personnel at the Stations and (h) music license fees for the Stations pursuant to licenses held by the UVM Entities, including, without limitation, public performance and synchronization licenses (together, the “Station Expenses”).

Section 4.2 UVM Entities’ Responsibility for Employees and Expenses. Each UVM Entity so required by FCC Legal Requirements shall employ a full-time management-level employee for its Station, who shall report and be solely accountable to such UVM Entity and shall be responsible for overseeing the operations of its Station, and a staff-level employee (or, in certain cases, independent contractor) who shall report to and assist the manager in the performance of his or her duties (the “Main Studio Employees”). The Main Studio Employees of the UVM Entities and certain management level employees (the “Management Employees”) as of the date hereof are set forth on Schedule 4.2, which identifies each listed persons’ market and position across from his or her name along with each listed person’s compensation as of the date hereof.

Section 4.3 Broker's Responsibility for Employees and Expenses. Broker shall be responsible for its artistic personnel and material for the production of the Programming to be provided under this Agreement. Broker shall provide, at its expense, any transmitter duty operators that Broker, in its discretion, determines to be necessary for the operation of the applicable Stations during any period when the Programming is being broadcast. Broker 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 Broker and the UVM Entities, Broker shall pay for all costs that Broker, in its discretion, determines to be associated with the production and delivery to the Stations of the Programming.

Section 4.4 Station Employees.

(a) Employee Arrangements; Services Agreement. From and after the date hereof, each of the Main Studio Employees and Management Employees listed on Schedule 4.2 and each of the other personnel set forth on Schedule 4.4(b) shall remain employees (or service providers, as applicable) under their current arrangements with UVM and Insperity, Inc. (f/k/a Administaff Companies II, L.P.) ("Insperity") until the earlier of (i) expiration of the Term, (ii) termination of this Agreement, or (iii) termination of such Person's employment or other service relationship with the applicable UVM Entity.

(b) Other Employees. Set forth in Schedule 4.4(b) is a list of all the Persons other than Main Studio Employees and Management Employees that are employed by, or otherwise provide services to, the UVM Entities and such Person's compensation as of the date hereof. From and after the date hereof, UVM shall ensure that the Persons set forth on Schedule 4.4(b), which may be modified by Broker in its discretion from time to time during the Term to exclude Persons therefrom, shall perform the services for the benefit of Broker. For the avoidance of doubt, (i) nothing contained in this Agreement shall limit the UVM Entities' responsibility for services performed by the Main Studio Employees and (ii) Broker and the UVM Entities shall each be responsible for, and shall each bear any costs associated with, any actions or omissions by their respective employees.

(c) No Third Party Beneficiary Rights. No provisions of this Agreement shall create any third party beneficiary rights of any employee, former employee or other provider of services (including any beneficiary or dependent thereof) of or to the UVM Entities in respect of continued (or resumed) employment or a continued service arrangement with any of the UVM Entities or with Broker or in respect of any other matter.

(d) No Joint Venture, Employment or Other Relationships. Nothing contained in this Agreement shall operate or be construed as making Broker and any UVM Entity partners, joint venturers, principals, joint employers, agents or employees of or with the other. No officer, director, employee, agent, contractor or subcontractor of a UVM Entity performing work on Broker's behalf hereunder shall be deemed to be an officer, director, employee, agent, contractor or subcontractor of Broker for any purpose.

(e) Communication with UVM Employees. Broker and the UVM Entities shall cooperate with respect to communications to each UVM Entity's employees and other service providers regarding any matters provided for in this Agreement. Broker agrees to notify

UVM of its policies concerning reimbursement of expenses of its employees and UVM shall, in turn, provide such information to UVM Entity's applicable employees and other service providers, which may, subject to item (xi) of Schedule 1.5, become the basis for reimbursement of such expenses by UVM from and after the date hereof with regard to UVM personnel set forth on Schedule 4.4(b).

Article 5

ASSIGNMENT OR ASSUMPTION OF PERFORMANCE OF CERTAIN AGREEMENTS, RIGHTS AND OBLIGATIONS

Section 5.1 Assumption or Performance. Simultaneously herewith, Broker shall assume performance of the programming and other agreements set forth on Schedule 5.1 (the "Station Contracts"), such that Broker shall undertake to perform, pay, satisfy or discharge the liabilities, obligations and commitments of the UVM Entities arising or accruing on or after the date hereof under such Station Contracts (or, if applicable, to reimburse UVM therefor) and shall be entitled to all revenues generated therefrom, *provided*, that upon the request of Broker at any time or from time to time during the Term, the applicable UVM Entity shall, subject to the terms of and to the extent permitted by the applicable Station Contract or Other Station Contract:

- (a) promptly renew, amend, cancel or terminate any of the Station Contracts denoted with an asterisk on Schedule 5.1,
- (b) promptly renew, amend, cancel or terminate any Station Contract or Other Station Contract to the extent that it relates to a LP Station that has been removed from Schedule 1.1,
- (c) renew, amend, cancel or terminate any of the Station Contracts not denoted with an asterisk on Schedule 5.1, effective as of the Closing Date, or such earlier date as the applicable UVM Entity may agree, and
- (d) promptly take, or cause to be taken, any and all other actions as may be reasonably requested by Broker in order to comply with the Station Contracts from time to time during the Term;

provided, that in the event Broker requests an action regarding a Station Contract or Other Station Contract that is not permitted by the terms of such contract, the applicable UVM Entity shall, at Broker's expense, take all reasonable actions to renegotiate or reach agreement with the non-UVM party thereto to enable the applicable UVM Entity to satisfy Broker's request.

Notwithstanding the foregoing, no UVM Entity shall be required to take any action it reasonably believes would violate any applicable Legal Requirement, or with respect to which Broker has not agreed to reimburse the UVM Entities.

Section 5.2 Limitation. Except as set forth in Section 5.1 and in Section 6.1, Broker expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of the UVM Entities of any nature whatsoever.

Section 5.3 No Assignment of Station Contracts. Each UVM Entity and Broker shall use its commercially reasonable efforts to obtain the consent of each third party to the Station Contracts, if any, necessary for Broker to assume the performance of any of the Station Contracts. Notwithstanding anything to the contrary contained herein, this Agreement shall not constitute an assignment of the Station Contracts; *provided*, that with respect to each such contract, the UVM Entities and Broker shall cooperate to the extent necessary in effecting the arrangement hereunder whereby Broker shall receive the benefits of and perform the Station Contracts from and after the date hereof.

Article 6

INCOME AND EXPENSES AND ACCOUNTS RECEIVABLE

Section 6.1 Income and Expenses. Broker shall be entitled to the income from the Stations' operations during the Term and shall pay directly, reimburse, assume and satisfy all current liabilities of the UVM Entities as of the date hereof (determined in accordance with the Merger Agreement), any such reimbursement payments to be made within five (5) Business Days after invoice therefor by UVM. In addition to the amounts required to be advanced by Broker pursuant to Section 1.5, Broker shall pay directly, or reimburse UVM for:

- (a) other amounts required for UVM to comply with or perform other contracts and agreements (i) set forth in Schedule 3.17 of the Merger Agreement, (ii) entered into between the date hereof and Closing in accordance with Section 5.1(l) of the Merger Agreement, or (iii) otherwise agreed by Broker under Section 5.1 of the Merger Agreement (collectively, the "Other Station Contracts"), subject to Broker's rights with respect to such Other Station Contracts under the Merger Agreement;
- (b) such other operating expenses (of a type not covered by Section 5.1) of each LP Station as Broker may agree, in its discretion;
- (c) such other operating expenses of each FP Station (of a type not covered by Section 5.1), to the extent reasonably necessary for the operation of such FP Station; and
- (d) corporate overhead and other corporate expenses (of a type not covered by Section 5.1 or by Sections 6.1(a)-(c)), (i) to the extent necessary to enable the UVM Entities to maintain in effect their other permits, licenses and authorizations in accordance with applicable Legal Requirements, (ii) to the extent Broker determines (A) such expenses are reasonable and further the best interests of UVM and the arrangements contemplated hereby or (B) such expenses (if they had been incurred by an employee of Broker) would be reimbursable under Broker's reimbursement policy, (iii) during each month of the Term, Broker shall pay directly or reimburse UVM for corporate overhead expenses not to exceed (A) \$1,000 individually and (B) \$15,000 in the aggregate, *provided*, that for purposes of the portion of the Term commencing as of the date hereof and ending on July 31, 2013, the amount set forth in Section 6.1(d)(ii)(B) shall be \$30,000, and *further provided*, that during the calendar month ending August 31, 2013, the

amount set forth in Section 6.1(d)(ii)(B) shall be \$20,000 and (iv) such other expenses as Broker may agree or pre-approve in writing.

Whether the payments hereunder shall be paid directly or reimbursed by Broker shall be as required by FCC Legal Requirements or as otherwise agreed by UVM and Broker, *provided*, that UVM and Broker shall endeavor to confer on a weekly or bi-monthly basis as to the manner in which all such payments will be made.

Section 6.2 Accounts Receivable. As of the date hereof, Broker shall hold, and each UVM Entity hereby assigns to Broker, all right, title and interest to all accounts receivables and cash for services performed or provided by the Stations prior to the date hereof and thereafter (the “Accounts Receivable”).

Section 6.3 Control of Accounts Receivable. To the extent permitted by applicable Legal Requirements, UVM and each UVM Entity hereby constitutes and appoints Broker its true and lawful attorney, irrevocably, with full power to (a) open any mail addressed to the UVM Entities 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 UVM and the UVM Entities 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 Broker may deem to be necessary or advisable in connection with Accounts Receivable, which appointment as attorney is coupled with an interest; *provided*, that Broker shall promptly forward copies of all correspondence received from the FCC or related to an FCC Licensee’s obligations hereunder to such FCC Licensee.

Article 7 INDEMNIFICATION

Section 7.1 Broker Indemnification. Broker shall indemnify and hold each UVM Entity and each of their members, subsidiaries, affiliated companies, and their respective officers, managers, members, agents, service providers 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 or violations of the FCC Legal Requirements or other applicable law, resulting from the broadcast of the Programming; or (b) any action taken or omission by Broker or its employees, service providers or agents with respect to the Stations, or any failure by Broker or its employees, service providers or agents to take any action with respect to the Stations, including but not limited to Broker’s payment and performance obligations and liabilities hereunder, unless arising from or in connection with a breach by any FCC Licensee hereunder; or (c) Broker’s breach of any of its representations, warranties or covenants set forth in this Agreement. Broker’s obligation to hold the UVM Entities harmless under this Section shall survive a termination of this Agreement until the expiration of all applicable statutes of limitations. Notwithstanding the foregoing, in no event shall Broker 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 7.2 UVM Entity Indemnification. Each UVM Entity shall, jointly and severally, indemnify and hold Broker and its subsidiaries and affiliated companies and their respective officers, directors, shareholders, service providers, agents and employees harmless against any and all 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 FCC Licensees' broadcast of programs on the Stations other than the Broker's Programming; (b) any alteration by any UVM Entity to the Programming; (c) any action taken or omission by any UVM Entity or their respective employees, service providers or agents with respect to the Stations, or any failure by any UVM Entity or their respective employees, service providers or agents to take any action with respect to the Stations, including but not limited to the UVM Entities' payment and performance obligations and liabilities, unless arising out of a breach by Broker hereunder; or (d) UVM Entities' breach of any of their representations, warranties or covenants set forth in this Agreement. The UVM Entities' obligation to hold Broker 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 the UVM Entities 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 7.3 Procedure for Indemnification and Limitations. The procedure for indemnification shall be as follows:

(a) The party seeking indemnification under this Article 7 (the "Claimant") shall give notice to the party from whom indemnification is sought (the "Indemnitor") 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 Claimant, notice shall be given by Claimant within fifteen (15) business days after written notice of the action, suit or proceeding was given to Claimant. In all other circumstances, notice shall be given by Claimant within thirty (30) days after Claimant becomes aware of the facts giving rise to the claim. Notwithstanding the foregoing, Claimant's failure to give Indemnitor timely notice shall not preclude Claimant from seeking indemnification from Indemnitor except to the extent that Claimant's failure has materially prejudiced Indemnitor's ability to defend the claim or litigation.

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

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

(d) Neither any UVM Entity nor Broker shall have any obligation to another party for any matter described in this Article 7, as the case may be, except upon compliance by the other party with the provisions of this Article 7. No party shall be required to indemnify another party under this Article 7 for any breach of any representation or warranty contained in this Agreement unless written notice of a claim under this Article 7 was received by the party within the respective pertinent survival period specified in Section 7.1 or Section 7.2 hereof.

Article 8

EVENTS OF DEFAULT AND CURE PERIODS

Section 8.1 Events of Default. The following shall, after the expiration of the applicable cure periods set forth in Section 8.2, each constitute an "Event of Default" under this Agreement:

(a) Non-Payment. Broker's failure to timely pay when due any amounts payable to any UVM Entity pursuant to this Agreement.

(b) UVM Default in Covenants or Adverse Legal Action. Any UVM Entity (i) defaults in the performance of any covenant, condition or undertaking contained in this Agreement in any material respect to the extent not caused by: (1) an Event of Default under Section 8.1(a), (2) Broker's exclusion of an LP Station under Section 1.1 or (3) termination or modification of a Station Contract or Other Station Contract at Broker's request pursuant to Section 5.1, Section 6.1 or the Merger Agreement or transfer of any Station Assets at Broker's request pursuant to the Merger Agreement, (ii) makes a general assignment for the benefit of creditors, or (iii) 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.

(c) Broker Default in Covenants. Broker defaults in the performance of any non-monetary covenant, condition or undertaking contained in this Agreement in any material respect.

(d) 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 8.2 Cure Periods. A non-monetary Event of Default shall not be deemed to have occurred until thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) within such period, and a monetary Event of Default shall not be deemed to have occurred until five (5) business days after the non-defaulting party has provided the defaulting party with written notice of nonpayment (but no more than two cure periods for monetary defaults shall be permitted in one calendar year).

Article 9 TERMINATION

Section 9.1 Termination. Except as provided in Section 9.3(b), this Agreement may be terminated (a) by the mutual written consent of the parties to this Agreement; (b) by written notice from Broker or UVM upon termination of all obligations under the Merger Agreement in accordance with its terms unless extended by mutual agreement of UVM and Broker, (c) upon the occurrence of an Event of Default (which has not been cured under Section 8.2), by the non-defaulting party or parties by written notice to the defaulting party or (d) automatically upon closing under the Merger Agreement.

Section 9.2 Termination for Change in FCC Rules or Policies. Either party may terminate this Agreement upon written notice to the other if there has been a material change in FCC Legal Requirements that would cause this Agreement to be in violation thereof, or in the event that the FCC determines that this Agreement does not comply with its FCC Legal Requirements, and such change in FCC Legal Requirements or FCC determination is in effect and not the subject of an appeal or further administrative review; *provided*, however, that in such either event the parties shall first have negotiated in good faith and attempted to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the new FCC rules or policies.

Section 9.3 Certain Matters Upon Termination.

(a) If this Agreement is terminated for any reason other than at closing under the Merger Agreement, the parties shall cooperate with one another as follows:

(i) Broker shall assign, transfer or convey to the UVM Entities, as is, and without recourse, representation or warranty, but free and clear of all liens, claims and encumbrances incurred or issued by or through Broker, all of Broker's rights in, to and under any UVM agreements which Broker shall not have terminated and which remain in effect on the date of such termination, including, without limitation, all agreements with advertisers (collectively the "Reassumed Contracts"). Broker shall use commercially reasonable efforts to obtain and

deliver to the UVM Entities any necessary consents to the assignment of the Reassumed Contracts to such entity;

(ii) The UVM Entities shall assume from Broker all liabilities, obligations and commitments of Broker arising or accruing on or after the date of termination pursuant to the Reassumed Contracts, and Broker shall be responsible only for those obligations under the Reassumed Contracts arising on or after the date of this Agreement and prior to the termination hereof;

(iii) Broker shall return to the UVM Entities any equipment or property of the Stations in Broker's possession and not located at a Station, in substantially the same condition as such equipment existed on the date hereof, ordinary wear and tear excepted, and shall return all means of entry to any facilities of the UVM Entities, provided that the UVM Entities have performed in full their obligations to maintain equipment hereunder;

(iv) Broker shall permit each former employee of any UVM Entity employed by Broker hereunder to be reemployed by any UVM Entity and such UVM Entity shall be solely responsible for any salary, compensation and any other obligation which will or may become payable to such employee accepting such offer of employment by a UVM Entity in respect of any period after the termination of this Agreement; and

(v) Broker and the UVM Entities shall take all such further actions as the parties may determine to be necessary or appropriate to give effect to the foregoing subsections of this Section 9.3(a).

(b) No expiration or other termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Article 7 of this Agreement or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination.

Article 10 REPRESENTATIONS AND WARRANTIES

Section 10.1 Representations and Warranties of UVM Entities. Each of the UVM Entities hereby represents, warrants and covenants that:

(a) Organization and Standing. Each such UVM Entity (other than UVM) 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. Each such UVM Entity has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and each such UVM Entity'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 each such UVM Entity and constitutes its valid and binding obligation enforceable against such UVM Entity in accordance with its terms.

(c) Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by each such UVM Entity: (i) does not and will not violate any provisions of such UVM Entity's organizational documents; (ii) does not and will not require the consent or approval of or any filing with any third party or governmental authority; (iii) does not and will not violate any applicable Legal Requirement; 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 such UVM Entity is now subject.

(d) FCC Licenses.

(i) Each such UVM Entity shall (A) subject to Section 1.5, use commercially reasonable efforts to preserve and maintain the FCC Licenses with respect to each Station in full force and effect without material change (other than any LP Station which Broker elects to remove from this Agreement pursuant to Section 1.1), including timely filing of applications for the renewal of such licenses; and (B) not take any action that would jeopardize the UVM Entities' rightful possession of the FCC Licenses.

(ii) Each such UVM Entity shall, in reasonable consultation with Broker, 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 as may be necessary or desirable to carry out the purpose and intent hereof in accordance with all FCC Legal Requirements.

(e) Station Contracts. The Station Contracts in effect on the date hereof constitute valid and binding obligations of the UVM Entities and, to the UVM Entities' knowledge, of all other parties thereto, and are in full force and effect as of the date hereof.

(f) Broker's Fees. No UVM Entity 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 10.2 Representations and Warranties of UVM. UVM hereby represents and warrants that:

(a) Organization and Standing. UVM is a limited partnership 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. UVM has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and UVM's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by UVM and constitutes its valid and binding obligation enforceable against UVM in accordance with its terms.

(c) Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by UVM: (i) does not and will not violate any provisions of UVM's organizational documents; (ii) does not and will not require the consent or approval of or any filing with any third party or governmental authority; (iii) does not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; 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 UVM is now subject. On or prior to the date hereof, UVM shall have obtained and delivered to Broker consents from, and shall have delivered notice to, each Person as may be reasonably required for Broker to have access to the premises in accordance with Section 1.4.

Section 10.3 Representations and Warranties of Broker. Broker hereby represents and warrants that:

(a) Organization and Standing. Broker 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 under this Agreement requires such qualification.

(b) Authorization and Binding Obligation. Broker has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Broker'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 Broker and constitutes its valid and binding obligation enforceable against Broker in accordance with its terms.

(c) Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Broker: (i) does not and will not violate any provision of Broker's organizational documents; (ii) does not and will not require the consent or approval of or any filing with any third party or governmental authority; (iii) does not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; 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 Broker is now subject.

(d) Broker's Fees. Neither Broker 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 11 CERTIFICATIONS

Section 11.1 Broker's Certification. Broker hereby certifies that this Agreement complies with the provisions of Section 73.3555 (a), (b), (c), (d) and (e) of the FCC's rules and regulations.

Section 11.2 FCC Licensee's Certification. Each FCC Licensee hereby certifies that it shall maintain the ultimate control over its Station's facilities, including but not limited to control over the finances with respect to the operation of the Station, over the personnel operating the Station, and over the programming to be broadcast by the Station.

Section 11.3 Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Broker shall not discriminate in any contract for advertising on the Stations on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Broker shall include a clause to such effect in all contracts for advertising on the Stations, and if requested shall provide written confirmation of compliance with such requirement.

Article 12 MISCELLANEOUS

Section 12.1 Successors and Assigns. All covenants and agreements and other provisions set forth in this Agreement and made by or on behalf of any of the parties hereto shall bind and inure to the benefit of the successors, heirs and permitted assigns of such party, whether or not so expressed. None of the UVM Entities may assign or transfer any of their respective rights or obligations under this Agreement without the consent in writing of Broker, and Broker may not assign or transfer any of its rights or obligations under this Agreement without the prior consent in writing of UVM. The parties acknowledge and agree that in the course of Broker's performance under this Agreement, Broker may, in its discretion and at its expense, engage such agents, advisors, consultants, independent contractors, or other similar representatives as Broker may deem appropriate.

Section 12.2 Amendment; No Waiver. Subject to applicable legal requirements, any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or, in the case of a waiver, by each party against whom the waiver is to be effective. No course of dealing and no failure or delay on the part of any party hereto in exercising any right, power or remedy conferred by this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. The failure of any of the parties to this Agreement to require the performance of a term or obligation under this Agreement or the waiver by any of the parties to this Agreement of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. No single or partial exercise of any right, power or remedy conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 12.3 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 12.4 Consent to Jurisdiction. Without limiting the other provisions of this Section 12.4, 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 legal requirements. 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 12.5 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 12.6 Attorneys' Fees. In the event of any dispute between the parties to this Agreement, the UVM Entities or Broker, 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 12.7 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 12.8 Entire Agreement. This Agreement, including all exhibits and schedules hereto, is complete, and all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof, and all inducements to the making of this

Agreement relied upon by all the parties hereto, have been expressed herein or in such exhibits and schedules, and this Agreement (including such exhibits and schedules) supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Section 12.9 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

Section 12.10 Counterparts. 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 12.11 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) to:

If to Broker:

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

If to any UVM Entity:

Una Vez Mas, LP
703 McKinney Ave, Suite 240

Dallas, Texas 75202
Attention: Terry Crosby
Telephone: (469) 533-8211
Facsimile: (310) 573-1636

and to:

Una Vez Mas, LP
15233 La Cruz Drive
Pacific Palisades, CA 90272
Attention: Randy Nonberg
Telephone: (310) 573-1600
Facsimile: (310) 573-1636

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

Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
Attention: Kathleen A. Kirby
Telephone: (202) 719-3360
Facsimile: (202) 719-7049

All such notices, requests, demands, consents and other communications shall be deemed to have been duly given or sent one day following the date mailed if sent by overnight courier, or on the date on which delivered by hand or by facsimile transmission (receipt confirmed), as the case may be, and addressed as aforesaid (or to such other address as a party may request by written notice).

Section 12.12 Severability. In the event that any one or more of the provisions contained herein is held invalid, illegal or unenforceable in any respect for any reason in any jurisdiction, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected (so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party), it being intended that the rights and privileges of each party shall be enforceable to the fullest extent permitted by applicable legal requirements, and any such invalidity, illegality and unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction (so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party).

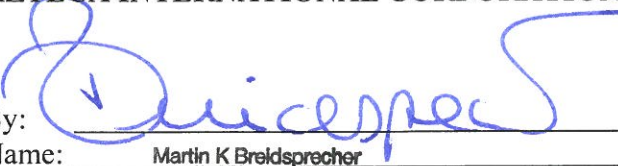
Section 12.13 Capitalized Terms. Unless otherwise defined herein, capitalized terms used herein and in any schedules hereto shall have the meanings ascribed to them in the Merger Agreement.


[signature pages follow]

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

BROKER:

AZTECA INTERNATIONAL CORPORATION

By: 
Name: Martin K Breldspacher
Title: Chief Executive Officer


By: _____
Name: Horacio Medal
Title: VP Chief Legal Officer

UNA VEZ MAS, LP

by its General Partner

UNA VEZ MAS GP, LLC

By: 

Name: Randy E. Nonberg

Title: President

UVM ENTITIES:

UNA VEZ MAS CALIFORNIA, LLC

a Delaware limited liability company

UNA VEZ MAS CALIFORNIA HOLDINGS, LLC

a Delaware limited liability company

UNA VEZ MAS TEXAS, LLC

a Delaware limited liability company

UNA VEZ MAS TEXAS HOLDINGS, LLC

a Delaware limited liability company

UNA VEZ MAS SAN FRANCISCO, LLC

a Delaware limited liability company

UNA VEZ MAS HOUSTON, LLC

a Delaware limited liability company

UNA VEZ MAS DALLAS, LLC

a Delaware limited liability company

UNA VEZ MAS SAN FRANCISCO LICENSE, LLC

a Delaware limited liability company

UNA VEZ MAS HOUSTON LICENSE, LLC

a Delaware limited liability company

UNA VEZ MAS DALLAS LICENSE, LLC

a Delaware limited liability company

UNA VEZ MAS LAS VEGAS LICENSE, LLC,

a Delaware limited liability company

UNA VEZ MAS MCALLEN LICENSE, LLC,

a Delaware limited liability company

UNA VEZ MAS MIDLAND LICENSE, LLC,

a Delaware limited liability company

UNA VEZ MAS ALICE LICENSE, LLC,

a Delaware limited liability company

UNA VEZ MAS VICTORIA LICENSE, LLC,

a Delaware limited liability company

UNA VEZ MAS BROWNSVILLE LICENSE, LLC,

a Delaware limited liability company

UNA VEZ MAS TAMPA LICENSE, LLC,

a Delaware limited liability company

UNA VEZ MAS PHOENIX LICENSE, LLC,

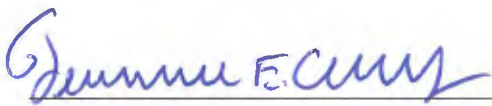
a Delaware limited liability company

UNA VEZ MAS NEW ORLEANS LICENSE, LLC,

a Delaware limited liability company

UNA VEZ MAS LUBBOCK LICENSE, LLC,

a Delaware limited liability company

By: 

Name: Terence E. Crosby

Title: Chairman of each of the foregoing
limited liability companies

UNA VEZ MAS CORPUS CHRISTI LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS SAN ANTONIO LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS AMARILLO LICENSE I, LLC,
a Delaware limited liability company
UNA VEZ MAS PRESCOTT LICENSE II, LLC,
a Delaware limited liability company
UNA VEZ MAS WICHITA FALLS LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS SAN LUIS OBISPO LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS ATASCADERO LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS LOMPOC LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS PASO ROBLES LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS SANTA BARBARA LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS SANTA MARIA LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS SHERMAN LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS PORT ARTHUR LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS LAKE SHORE LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS MULLIN LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS ATLANTA LICENSE, LLC,
a Delaware limited liability company
UNA VEZ MAS ALBUQUERQUE LICENSE, LLC,
a Delaware limited liability company

By:

Name: Terence E. Crosby

Title: Chairman of each of the foregoing
limited liability companies