

## INDEMNIFICATION AGREEMENT

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

### RECITALS

**WHEREAS**, Northstar is a party to that certain Purchase and Assignment Agreement, dated as of the date hereof (the “PAA”) by and among Una Vez Mas, LP, Una Vez Mas Dallas, LLC, Una Vez Mas Houston, LLC, and Una Vez Mas, San Francisco, LLC (the “UVM Sellers”) and Northstar;

**WHEREAS**, AIC and Northstar are parties to that certain Loan Agreement, dated as of the date hereof (the “Loan Agreement”), pursuant to which AIC will provide a loan to Northstar in order to enable Northstar to purchase the License Subsidiaries (as defined in the PAA) from the UVM Sellers pursuant to the PAA;

**WHEREAS**, in connection with the Loan Agreement and the operation of the License Subsidiaries, the parties have entered into (i) that certain Restructure Coordination Agreement, dated as of the date hereof, by and among AIC, Northstar and Jericho, (ii) that certain Pledge and Security Agreement, dated as of the date hereof, by and among Northstar, the License Subsidiaries and AIC, (iii) that certain Membership Interest Pledge Agreement, dated as of the date hereof, by and between Jericho and AIC, (iv) that certain Services Agreement (the “SA”), dated as of the date hereof, by and among Northstar, the License Subsidiaries and Stations Group LLC, (v) that certain Station Affiliation Agreement (the “SAA”), dated as of the date hereof, by and among Northstar, the License Subsidiaries and AIC, (vi) that certain Option Agreement, dated as of the date hereof, between Jericho and AIC and (vii) that certain Option Agreement, dated as of the date hereof, between Northstar and AIC.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### AGREEMENT

1. **Indemnification.** AIC hereby agrees to indemnify, defend and hold harmless Northstar, Jericho, and each of their respective members, managers, officers, employees, representatives, agents and affiliates, and all members, managers, representatives, partners, officers and directors of such affiliates (collectively, the “Indemnified Parties”) from and against any and all direct or indirect liabilities, obligations, deficiencies, demands, charges, orders, claims, suits, actions, causes of action, proceedings, judgments, assessments, decrees, fines, settlements, losses, liabilities, damages, deficiencies, costs or expenses (including, without limitation, interest, penalties and reasonable attorneys’ fees and disbursements) (individually and collectively, the “Losses”) suffered, sustained or incurred by any Indemnified Party in connection with any of the License Subsidiaries, their assets, businesses or employees or the

operation or management thereof. AIC shall have the right to challenge and/or control the defense of any claim, action, suit or proceeding relating to the License Subsidiaries that may result in Losses for which AIC is obligated to indemnify the Indemnified Parties under this Agreement in such manner as AIC deems appropriate, *provided*, that nothing contained in this Agreement shall obligate AIC to indemnify the Indemnified Parties for any Losses suffered, sustained or incurred as a result of willful misconduct, gross negligence or intentional breach by any of the Indemnified Parties.

2. Indemnification Procedure. If any Indemnified Party receives notice of any claim or the commencement of any action or proceeding with respect to which AIC is obligated to provide indemnification pursuant to this Agreement, such Indemnified Party shall promptly notify AIC, in writing, of such claim. AIC shall have twenty (20) Business Days (as defined under the PAA) after said notice is given to elect, by written notice given to such Indemnified Party, to undertake, conduct and control, through counsel of their own choosing (subject to the consent of such Indemnified Party, such consent not to be unreasonably withheld) and at their sole risk and expense, the good faith settlement or defense of such claim, and such Indemnified Party shall cooperate with AIC in connection therewith; *provided*: (a) all settlements require prior reasonable consultation with the Indemnified Parties and the prior written consent of the Indemnified Parties, which consent shall not be unreasonably withheld, and (b) the Indemnified Parties shall be entitled to participate in such settlement or defense through counsel chosen by the Indemnified Parties (provided that the fees and expenses of such counsel shall be borne by the Indemnified Parties). So long as AIC is contesting any such claim in good faith, the Indemnified Parties shall not pay or settle any such claim. If AIC does not make a timely election to undertake the good faith defense or settlement of the claim as aforesaid, or if AIC fails to proceed with the good faith defense or settlement of the matter after making such election, then, in either such event, the Indemnified Parties shall have the right to contest, settle or compromise (provided, that, all settlements or compromises require the prior reasonable consultation with AIC and the prior written consent of AIC, which consent shall not be unreasonably withheld, conditioned or delayed) the claim at their exclusive discretion, at the risk and expense of AIC. Regardless of which party is controlling the defense of any claim, each party shall act in good faith and shall provide reasonable documents and cooperation to the party handling the defense.

3. Representations and Warranties. Each party hereto hereby represents and warrants to the other party hereto as follows:

(a) Its execution and delivery of this Agreement and the performance by such party of its obligations hereunder does not require it to obtain any consent, approval or action of, or make any filing with or give any notice to any person or any governmental or judicial authority.

(b) It has duly and validly authorized the execution, delivery, and performance of this Agreement. No other action is necessary to authorize the execution, delivery and performance of this Agreement, and upon such party's execution and delivery of this Agreement, this Agreement shall constitute the valid and binding obligation of such party, enforceable against it in accordance with the terms hereof, except as limited by applicable

bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

4. Miscellaneous.

(a) Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

(b) Successors and Assigns. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of the parties hereto, regardless of whether so expressed.

(c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(d) Governing Law. All questions concerning the construction, validity and interpretation of this Agreement, and the performance of the obligations imposed by this Agreement, shall be governed by the laws of the State of New York, without regard to any principles of conflicts of laws.

(e) Consent to Jurisdiction. Without limiting the other provisions of this Section 5, 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 laws. 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.

(f) 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.

(g) Exclusive Agreement; Amendments. This Agreement supersedes all prior agreements among the parties hereto with respect to the subject matter hereof and constitutes (along with the other documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties hereto with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by each of the parties hereto.

(h) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity that is not a party hereto, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) 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 or Jericho:

Jericho Partners 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, California 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

(j) Counterparts. This Agreement may be executed by one or more of the undersigned in any number of counterparts, each of which when so executed, shall be deemed an original, and all said counterparts when taken together shall be deemed to constitute one and the same instrument. Executed counterparts to this Agreement delivered by facsimile, .pdf or other similar forms of electronic transmission shall be deemed effective as original signatures hereto.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

AZTECA INTERNATIONAL CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Martin K. Breidsprecher  
Chief Executive Officer

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Horacio Medina  
VP Chief Legal

Title: \_\_\_\_\_

NORTHSTAR MEDIA, LLC

By: 

Name: MICHAEL H JANKMAR

Title: Manager

JERICO PARTNERS LLC

By: 

Name: MICHAEL H. JARAMARA

Title: Managing Member