

**PURCHASE AND ASSIGNMENT AGREEMENT**

**BY AND AMONG**

**UNA VEZ MAS, LP, UNA VEZ MAS DALLAS, LLC,  
UNA VEZ MAS HOUSTON, LLC AND UNA VEZ MAS SAN FRANCISCO, LLC**

**AND**

**NORTHSTAR MEDIA, LLC**

**DATED AS OF JUNE 30, 2013**

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## **PURCHASE AND ASSIGNMENT AGREEMENT**

THIS PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into as of June 30, 2013, by and among Una Vez Mas, LP, a Delaware limited partnership ("UVM"), Una Vez Mas Dallas, LLC, a Delaware limited liability company, Una Vez Mas Houston, LLC, a Delaware limited liability company, and Una Vez Mas, San Francisco, LLC, a Delaware limited liability company (together with UVM, each a "Seller," and collectively, the "Sellers") and Northstar Media, LLC, a Delaware limited liability company ("Purchaser").

### **RECITALS**

WHEREAS, Sellers own all of the issued and outstanding membership interests (the "Shares") in the entities set forth on Schedule A (the "License Subsidiaries"); and

WHEREAS, Sellers wish to sell to Purchaser, and Purchaser wishes to purchase from Sellers, the Shares, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

### **ARTICLE I DEFINITIONS**

For all purposes of and under this Agreement, all capitalized terms that are not defined in the preamble or recitals hereto or elsewhere throughout this Agreement shall have the following meanings:

"Act" shall have the meaning set forth in Section 4.3.

"Action" shall mean any private or governmental action, suit, claim, charge, cause of action or suit (whether in contract or tort or otherwise), litigation (whether at law or in equity, whether civil or criminal), controversy, assessment, arbitration, investigation, audit, hearing, complaint, demand or other proceeding of any kind or nature to, from, by or before any arbitrator, court, tribunal or other Governmental Authority.

"Agreement" shall have the meaning set forth in the preamble.

"Business Day" shall mean any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close in the State of California.

"Closing" shall have the meaning set forth in Section 2.4.

"Closing Date" shall have the meaning set forth in Section 2.4.

"Contracts" shall mean any written or oral contract, agreement, instrument, commitment or undertaking of any nature (including leases, licenses, mortgages, notes, guarantees,

sublicenses, subcontracts, letters of intent, covenants not to compete, employment agreements and purchase orders), including any contingent or springing obligations, and any amendments, supplements, or other modifications thereto.

“FCC” shall mean the Federal Communications Commission.

“FCC Application” shall mean the applications filed with the FCC by Purchaser and UVM requesting FCC consent to the transactions contemplated hereby.

“FCC Consent” shall mean the issuance by the FCC of an action or an order or orders granting all FCC consents necessary for the consummation of the transactions contemplated by the FCC Application without any material adverse conditions with respect to UVM, its Subsidiaries, Azteca International Corporation, Stations Group or Purchaser (other than those of general applicability).

“FCC Licenses” shall mean all licenses, permits and other authorizations issued to UVM or to any of its Subsidiaries by the FCC and any pending applications for any of the foregoing, including any renewals or modifications thereof between the date of this Agreement and the Closing Date.

“FCC Renewal Policy” shall have the meaning set forth in Section 5.9.

“Governmental Authority” shall mean any U.S. federal, state, municipal or local or any foreign government, or, in each case, political subdivision thereof, or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or other governmental power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

“Governmental Order” shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Legal Requirements” shall mean U.S. federal, state, municipal or local or foreign laws, statutes, standard ordinances, codes, resolutions, promulgations, rules, regulations, orders, judgments, writs, injunctions, decrees, or other similar legal requirements having the force or effect of law.

“License Subsidiaries” shall have the meaning set forth in the recitals.

“Lien” shall mean any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Merger” shall mean the merger of UVM with and into Stations Group pursuant to the Agreement and Plan of Merger by and among Azteca International Corporation, Stations Group, UVM and the other parties set forth on the signature pages thereto.

“Merger Agreement” shall mean the Agreement and Plan of Merger, dated as of even date herewith, by and among Azteca International Corporation, Stations Group LLC, UVM, and the UVM Investors (as defined therein).

“Organizational Documents” shall mean, with regard to any Person, as applicable, the certificate or articles of formation, organization or incorporation and the by-laws, operating or limited liability company agreement, or other similar organizational documents of such Person.

“Person” shall mean an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Purchase Price” shall have the meaning set forth in Section 2.2.

“Purchase Price Account” shall have the meaning set forth in Section 2.3(a).

“Purchaser” shall have the meaning set forth in the preamble.

“Purchaser Organizational Documents” shall mean the certificate of formation and limited liability company agreement of Purchaser.

“Real Property” shall mean the real property owned, leased or subleased by UVM, together with all buildings, structures and facilities located thereon.

“Renewal Application” shall have the meaning set forth in Section 5.9.

“Sellers” shall have the meaning set forth in the preamble.

“Shares” shall have the meaning set forth in the recitals.

“Stations” shall mean the “Company Stations” set forth on Schedule 3.8(a) to the Merger Agreement.

“Station Contracts” shall have the meaning set forth in the Merger Agreement.

“Stations Group” shall mean Stations Group LLC, a Delaware limited liability company.

“Subsidiary” shall mean a Person which is directly or indirectly owned or controlled by another Person or by any one or more of such other Person’s Subsidiaries.

“UVM” shall have the meaning set forth in the preamble.

“UVM Dallas” shall mean Una Vez Mas Dallas, LLC.

“UVM Houston” shall mean Una Vez Mas Houston, LLC.

“UVM San Francisco” shall mean Una Vez Mas San Francisco, LLC.

## **ARTICLE II PURCHASE AND SALE**

2.1 Purchase and Sale. Subject to the terms and conditions set forth herein, at Closing, Sellers shall sell to Purchaser, and Purchaser shall purchase from Sellers, all of Sellers' right, title and interest in and to the Shares, free and clear of all Liens, for the consideration specified in Section 2.2.

2.2 Purchase Price. The aggregate purchase price for the Shares shall be seven hundred thousand dollars (\$700,000) (the "Purchase Price"), allocated as set forth on Schedule 2.2. The Purchase Price shall be payable in cash at Closing by wire transfer of immediately available funds.

2.3 Transactions to be Effected at Closing. At Closing:

(a) Purchaser shall deliver the Purchase Price to Sellers by wire transfer of immediately available funds to a separate, segregated bank account of UVM established solely for the purpose of receiving the Purchase Price (the "Purchase Price Account") designated in writing at least three (3) Business Days prior to Closing hereunder; and

(b) Each Seller shall deliver originally issued certificates representing all of the Shares owned by such Seller, to the extent such Shares are certificated or are required to be certificated pursuant to the Organizational Documents of the applicable License Subsidiary, each duly endorsed for transfer to Purchaser;

2.4 Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Shares contemplated hereby shall take place at a closing ("Closing") to be held after the last of the conditions to Closing set forth in Article VI have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), at the offices of K&L Gates LLP, 599 Lexington Avenue, New York, NY 10022, or such other place mutually agreed upon, on the date on which the Merger shall occur and at a time immediately prior thereto (the day on which such Closing takes place being the "Closing Date").

2.5 Joint and Several Liability. Sellers' obligations hereunder shall be joint and several. Failure by any Seller to perform its obligations hereunder shall constitute a breach hereof by all Sellers and no such failure shall relieve any Seller of its obligations hereunder.

## **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS**

Except as set forth in the correspondingly numbered Schedules hereto, Sellers represent and warrant to Purchaser that the statements contained in this Article III are true and correct as of the date hereof.

3.1 Organization and Authority. Each of UVM Dallas, UVM Houston and UVM San Francisco is a limited liability company duly formed, validly existing and in good standing, and UVM is a limited partnership duly formed, validly existing and in good standing, under all applicable Legal Requirements of the State of Delaware. Each Seller has full power and

authority to enter into this Agreement and to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by each Seller of this Agreement, the performance by such Seller of its obligations hereunder and the consummation by each Seller of the transactions contemplated hereby have been duly authorized by all requisite action on the part of each Seller. This Agreement has been duly executed and delivered by each Seller and (assuming due authorization, execution and delivery by Purchaser) this Agreement constitutes a legal, valid and binding obligation of each Seller enforceable against such Seller in accordance with its terms, subject to bankruptcy, insolvency, reorganization or similar laws of general applicability affecting the rights and remedies of creditors and to general equity principles.

3.2 Shares. The Shares represent all of the outstanding membership interests in the License Subsidiaries. All of the Shares have been duly authorized and validly issued and have been offered, issued and sold by the applicable License Subsidiary in compliance with all applicable Legal Requirements.

3.3 Reliance on Representations and Warranties in the Merger Agreement. For purposes of this Agreement only, notwithstanding anything contained in the Merger Agreement, Purchaser shall be entitled to rely on the representations and warranties made by UVM, on behalf of itself and its Subsidiaries, under Article 3 of the Merger Agreement, solely to the extent that those representations and warranties relate to the License Subsidiaries.

3.4 No Conflicts; Consents. The execution, delivery and performance by Sellers of this Agreement and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Organizational Documents of any Seller or any of the License Subsidiaries; (b) conflict with or result in a violation or breach of any provision of any Legal Requirement or Governmental Order applicable to any Seller or any of the License Subsidiaries; (c) except for such third party consents as may be reasonably requested by Purchaser prior to Closing and subject to Section 5.7, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which any Seller or any of the License Subsidiaries is a party or by which any Seller or any of the License Subsidiaries is bound or to which any of their respective properties and assets are subject or any Permit affecting the properties, assets or business of UVM; or (d) result in the creation or imposition of any Lien on any properties or assets of the any of the License Subsidiaries. Except for the FCC Consent and any related informational filings required by the FCC, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to any Seller or any of the License Subsidiaries in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.



## **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Except as otherwise indicated below, Purchaser represents and warrants to Sellers that the statements contained in this Article IV are true and correct as of the date hereof.

4.1 Organization and Authority. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware. Purchaser has full limited liability company power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Purchaser of this Agreement, the performance by Purchaser of its obligations hereunder and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser, and (assuming due authorization, execution and delivery by Sellers) this Agreement constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms subject to bankruptcy, insolvency, reorganization or similar laws of general applicability affecting the rights and remedies of creditors and to general equity principles. All actions taken by Purchaser in connection with this Agreement and the transactions contemplated hereby will be duly authorized on or prior to the Closing.

4.2 No Conflicts; Consents. The execution, delivery and performance by Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Purchaser Organizational Documents; (b) conflict with or result in a violation or breach of any provision of any Legal Requirement or Governmental Order applicable to Purchaser; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel any Contract to which Purchaser is a party or by which Purchaser is bound or to which any of its properties and assets are subject. Except for the FCC Consent, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

4.3 Investment Purpose. Purchaser is acquiring the Shares solely for its own account and not with a view to, or for offer or sale in connection with, any distribution thereof. Purchaser acknowledges that the Shares are not registered under the Securities Act of 1933, as amended (the "Act"), or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Act, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

4.4 Legal Proceedings. There are no Actions pending or, to Purchaser's knowledge, threatened against or by Purchaser or any affiliate of Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

4.5 FCC Qualification. Purchaser is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Purchaser as an assignee of the FCC Licenses or as the owner and operator of the Stations. No waiver of or exemption from any FCC rule or policy is necessary for the FCC Consent to be obtained. To Purchaser's knowledge, there are no matters relating to Purchaser which might reasonably be expected to result in the FCC's denial of the FCC Application.

## **ARTICLE V COVENANTS**

5.1 Conduct of Business Prior to the Closing. From the date hereof until Closing, except as otherwise provided in this Agreement or consented to in writing by Purchaser (which shall not be unreasonably withheld, delayed or conditioned), Sellers shall, and shall cause each License Subsidiary to, (a) conduct their respective businesses and the businesses of the License Subsidiaries in a manner consistent with the terms of the Merger Agreement and Section 5.1 thereof; and (b) use reasonable best efforts to maintain and preserve intact the current organization, business and franchise of Sellers and of the License Subsidiaries in each case subject to, and in accordance with, the terms of the Merger Agreement.

5.2 Access to Information. From the date hereof through the earlier to occur of Closing or the termination of this Agreement, each Seller shall afford Purchaser and its accountants, counsel and other representatives access upon reasonable prior notice during its and each of the License Subsidiaries' normal business hours to (a) all properties, books, Contracts, assets, commitments and records of the License Subsidiaries (except records of relevant portions of meetings and actions relating to the transactions contemplated hereby), (b) all other information concerning the business, properties and personnel of the License Subsidiaries (subject to restrictions imposed by confidentiality obligations and applicable Legal Requirements) and (c) all employees of Sellers and the License Subsidiaries, as applicable, at the reasonable request of Purchaser. Such access shall be conducted in such a manner as not to unduly disrupt Sellers' and License Subsidiaries' day-to-day operations.

5.3 Notice of Certain Matters. Between the date hereof and the Closing Date, without in any way limiting the other notification requirements hereunder, UVM shall promptly notify Purchaser in writing upon the occurrence of any and each of the following:

(a) any period of six (6) or more consecutive hours during which any Station (other than the Stations set forth on Schedule 5.5(a) to the Merger Agreement), was not broadcasting; or

(b) any period of eighteen (18) or more consecutive hours during which any Station (other than the Stations set forth on Schedule 5.5(a) to the Merger Agreement) was broadcasting with power or coverage materially reduced from that provided by such Station's facilities as reflected in any FCC License for such Station.

(c) any Governmental Order or other communication from a Governmental Authority (including, without limitation, any order to show cause) related to any Station or any FCC License or granting by the FCC of any material waiver of any FCC Legal Requirements granted by the FCC to any Seller or License Subsidiary;

(d) denial of any renewal or the termination of any FCC License or any other authorization by the FCC;

(e) denial or granting of any application to the FCC, in each case within five (5) Business Days of receipt of notice by UVM or any Subsidiary thereof from the FCC of such waiver, denial of renewal, termination, or grant; or

(f) filing or granting of any application to the FCC that would displace a Station or require a reduction by a Station in coverage or operating power.

5.4 Confidentiality; Announcements. This Agreement, and the terms, conditions and existence hereof, and all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement, shall be confidential and shall not be disclosed to any Person, except as specifically contemplated hereby. Prior to Closing, no party shall issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by an applicable Legal Requirement (including any applicable FCC requirement), in which case such party shall give advance notice to the others, and the parties shall cooperate to make an announcement mutually agreeable to UVM and Purchaser. The parties acknowledge that this Agreement will be filed with the FCC.

5.5 Governmental Approvals and Consents. Subject to the terms and conditions set forth in this Agreement, each of the parties hereto shall use commercially reasonable efforts to take promptly, or cause to be taken promptly, all actions, and to do promptly, or cause to be done promptly, all things necessary, proper or advisable under applicable Legal Requirements to satisfy the conditions set forth in Article VI and to remove any impediments or delays, legal or otherwise, in order to consummate and make effective the transactions contemplated by this Agreement for the purpose of securing to the parties hereto the benefits contemplated by this Agreement, to the extent that such actions would not have a material adverse effect upon the respective party.

5.6 Preparation and Submission of FCC Application.

(a) If not previously filed, then as soon as possible (but in no event later than five (5) Business Days after the date of this Agreement), Purchaser and UVM shall file the FCC Application with the FCC requesting FCC approval of the transactions contemplated hereby.

(b) Purchaser and UVM each shall diligently prosecute the FCC Application and use commercially reasonable efforts to obtain the FCC Consent as soon as possible. UVM shall promptly provide Purchaser and Purchaser shall promptly provide UVM with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Purchaser shall cause to be paid for fifty percent (50%) of, and UVM shall be responsible for fifty percent (50%) of, all FCC Application fees relating to the

transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated.

(c) Purchaser and UVM each shall oppose any petitions to deny or other objections filed with respect to the FCC Application to the extent such petition or objection relates to UVM or any of its Subsidiaries, subject to the terms and conditions set forth in the Merger Agreement.

(d) Purchaser and UVM each agrees to promptly, in each case in accordance with the Merger Agreement, take all commercially reasonable steps (including, solely with regard to UVM and its Subsidiaries, the divestiture of assets) necessary to eliminate each and every impediment to obtain all consents under any antitrust, competition or communications or broadcast or other Legal Requirements that may be required by the FCC or any other Governmental Authority, so as to enable the parties to consummate the transactions contemplated by this Agreement as promptly as practicable. Further, and for the avoidance of doubt, Purchaser and Sellers each shall take all commercially reasonable actions necessary to ensure that, with regard to matters arising from actions or status,

(i) no requirement for any non-action, consent or approval of the FCC, any authority enforcing applicable, communications laws, any state Attorney General or other governmental authority;

(ii) no decree, judgment, injunction, temporary restraining order or any other order in any suit or proceeding; and

(iii) no other matter relating to any antitrust or competition law or any communications Legal Requirements, would preclude consummation of the transactions contemplated by this Agreement.

(e) Purchaser and UVM each agree to act at all times and in all manners in accordance with the terms and conditions of the Merger Agreement in relation to all matters concerning the FCC Application and any related informational or other filings to the FCC.

5.7 Third Party Consents. To the extent that, at Closing, one or more of the License Subsidiaries is a party to, or holds or owns any right, title or interest in or to, any Station Contracts, Sellers, as applicable, shall use best efforts to obtain written consents, waivers or approvals, as applicable, of the parties to any and all such Station Contracts as may be necessary or desirable (in Purchaser's reasonable discretion) in connection with the consummation of the transactions contemplated hereby in order to ensure that all such Station Contracts, and any other right, title and interests thereunder remain in full force and effect from and after the Closing in accordance with their respective terms. All such consents, waivers and approvals shall be reasonably acceptable to Purchaser in form and substance. Purchaser shall assist Sellers in their endeavors to obtain consents hereunder.

5.8 Closing Conditions. From the date hereof until Closing, each party hereto shall, and Sellers shall cause the License Subsidiaries to use commercially reasonable efforts to, take all such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VI hereof. From the date hereof until Closing, no party shall by any act or omission

permit or suffer any representation or warranty set forth in this Agreement to become untrue or inaccurate in any material respect, and no party shall take or fail to take any action that could frustrate, contravene, prohibit or delay consummation of any of the transactions contemplated by this Agreement or the Merger Agreement, unless such action would have a material adverse effect on Purchaser or UVM and its Subsidiaries.

5.9 Renewal Applications. The FCC Licenses expire on the dates corresponding thereto as set forth in Schedule 5.9. If, at any point prior to Closing, an application for the renewal of any FCC License (a “Renewal Application”) must be filed pursuant to FCC or other applicable Legal Requirements, Sellers shall timely execute, file and prosecute with the FCC such Renewal Application in accordance with this Section 5.9. If the FCC Application is granted by the FCC subject to a renewal condition, then, for purposes hereof, the term “FCC Consent” shall be deemed to also include the satisfaction of such renewal condition. To avoid disruption or delay in the processing of the FCC Application or any portion thereof, Purchaser may agree, as part of the FCC Application, to request that the FCC apply, to the extent necessary and appropriate, its policy permitting the assignment of FCC licenses involving multiple stations to proceed, notwithstanding the pendency of one or more Renewal Applications (the “FCC Renewal Policy”). If Purchaser makes such a request, Purchaser shall also make such representations and agree to such undertakings as are required to be made to invoke the FCC Renewal Policy, including undertakings to assume, as between the parties and the FCC, the position of the applicant before the FCC with respect to any pending Renewal Application and to assume the corresponding regulatory risks relating to any such Renewal Application. Purchaser acknowledges that, to the extent reasonably necessary to expedite grant by the FCC of any Renewal Application and thereby to facilitate grant of the FCC Application, Sellers, without regard to the application of the FCC Renewal Policy, shall be permitted to enter into, and upon Purchaser’s request, shall use all commercially reasonable efforts to enter into, tolling, assignment and assumption or similar agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against the Stations in connection with (i) any pending complaints that the Stations aired programming that contained obscene, indecent or profane material, or (ii) any other enforcement matters against the Stations with respect to which the FCC may permit Sellers to enter into a tolling agreement; and, if and to the extent required by the FCC, Purchaser agrees to become a party to and to execute such agreements. Purchaser and Sellers shall consult in good faith with each other prior to any Seller’s (as applicable) entering into any such tolling agreement under this Section 5.9.

5.10 Further FCC Approval. In the event that any action to be taken under this Agreement would result in a change of control of any FCC License, Permit or other authorization issued by the FCC such that the prior consent of the FCC is required under the Communications Act, or the rules or policies of the FCC for the consummation of such action to comply with the Communications Act or the FCC Legal Requirements as then in effect, the obtaining of such FCC consent shall be a condition for the consummation of such action and the parties shall cooperate fully and use commercially reasonable efforts to make any required filings with the FCC to obtain such consent of the FCC prior to the taking of such action.

5.11 Employment Matters. Prior to and following Closing, Purchaser may, in its discretion, offer employment after Closing to (or, if applicable, offer to enter into a consulting, independent contractor, or other similar arrangement with) any of the Persons employed, or

providing services, directly or indirectly by or to UVM. UVM hereby agrees that it shall not, and it shall cause each of its Subsidiaries not to, object to or interfere in any way with any such offers, or the negotiation or acceptance thereof by the Persons to whom such offers are extended.

## **ARTICLE VI CONDITIONS TO CLOSING**

6.1 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of all of the conditions to closing of the transactions contemplated by the Merger Agreement (other than the condition that the transactions contemplated by this Agreement be consummated) shall have been satisfied or waived and the parties thereunder are prepared to consummate the Merger immediately upon consummation of the transactions contemplated hereby.

6.2 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Purchaser's waiver, at or prior to the Closing, of each of the following conditions:

(a) The FCC shall have issued the FCC Consent with respect to the transactions contemplated hereunder.

(b) Each Seller and each License Subsidiary, and each of their respective Subsidiaries, as applicable, shall have delivered to Purchaser such other documents or instruments (including, but not limited to, third party consents) as Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

6.3 Conditions to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Sellers' waiver, at or prior to the Closing, of each of the following conditions:

(a) The FCC shall have issued the FCC Consent with respect to the transactions contemplated hereunder.

(b) Purchaser shall have paid the Purchase Price pursuant to Section 2.3(a).

(c) Purchaser shall have delivered to Sellers such other documents or instruments as Sellers reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

6.4 No Merger; Survival.

(a) If for any reason the Merger shall have failed to occur immediately following consummation of the transactions contemplated hereunder, then Closing, and all actions required in order to consummate such Closing, shall be *void ab initio* and the rights and obligations of the parties shall be restored to the *status quo ante*.

(b) Except as set forth in Section 6.4(a), no rights or obligations hereunder shall survive Closing.

## **ARTICLE VII TERMINATION**

7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Sellers and Purchaser;
- (b) by either Sellers or Purchaser by written notice to the other if the Merger Agreement has been terminated in accordance therewith;
- (c) by either Sellers or Purchaser upon written notice to the other following material breach of this Agreement by the other, and such breach has not been cured within twenty (20) calendar days after written notice thereof to the other party; which right of termination shall be such non-breaching party's sole recourse hereunder; or
- (d) by Sellers or Purchaser upon written notice to the other in the event that:
  - (i) there shall be any Legal Requirement that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or
  - (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

7.2 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article VII, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) as set forth in this Article VII, Section 5.4, Section 5.6 (solely with respect to FCC Application fees) and Article VIII; and
- (b) that nothing herein shall relieve any party hereto from liability for any breach of any provision hereof.

## **ARTICLE VIII MISCELLANEOUS**

8.1 Fees and Expenses. Except as otherwise set forth herein, each party shall bear its own costs and expenses hereunder.

8.2 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):

(a) If to Sellers, to:

Una Vez Mas, LP  
703 McKinney Ave, Suite 240  
Dallas, Texas 75202  
Attention: Terry Crosby  
Telephone: (469) 533-8211  
Facsimile: (310) 573-1636

With copies (which shall not constitute notice) to:

Una Vez Mas, LP  
15233 La Cruz Drive  
Pacific Palisades, CA 90272  
Attention: Randy E. Nonberg  
Telephone: (310) 573-1600, ext. 103  
Facsimile: (310) 573-1636

and to:

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

(b) If to Purchaser, to:

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



8.3 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

8.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

8.5 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).

8.6 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Exhibits or the Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

8.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties. No assignment shall relieve the assigning party of any of its obligations hereunder.

8.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express

or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.9 Amendments; No Waiver. Subject to applicable Legal Requirements, any provision of this Agreement may be amended or waived prior to Closing 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.

8.10 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.

(a) 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.

(b) Consent to Jurisdiction. Without limiting the other provisions of this Section 8.10, 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.

(c) 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.

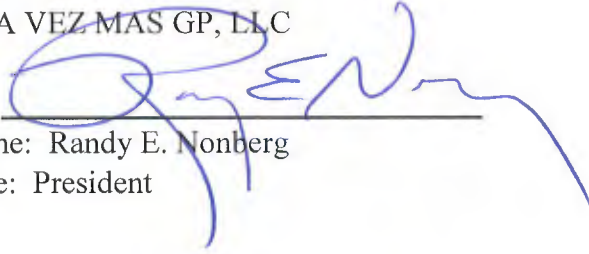
8.11 Specific Performance. The parties agree that irreparable damage to Purchaser would occur if any provision of this Agreement were not performed by Sellers in accordance with the terms hereof and that in the event that the Merger is to occur, Purchaser shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which it is entitled at law or in equity.

8.12 Counterparts; Delivery of Signature Pages. 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.

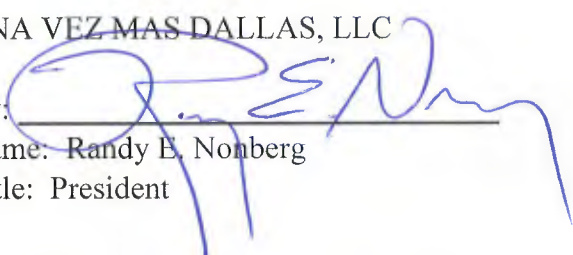
*[signature pages follow]*

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

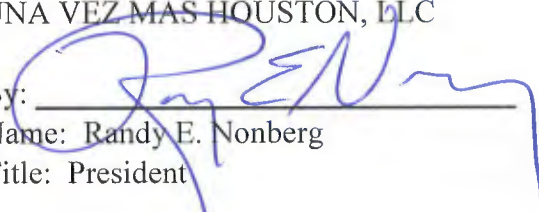
UNA VEZ MAS, LP,  
by its General Partner  
UNA VEZ MAS GP, LLC

By:   
Name: Randy E. Nonberg  
Title: President

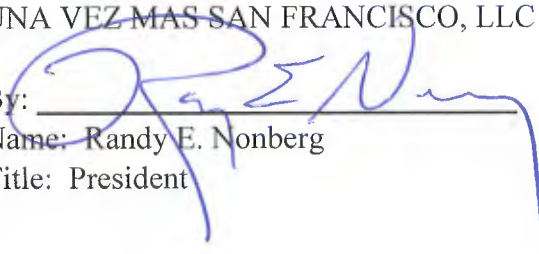
UNA VEZ MAS DALLAS, LLC

By:   
Name: Randy E. Nonberg  
Title: President

UNA VEZ MAS HOUSTON, LLC

By:   
Name: Randy E. Nonberg  
Title: President

UNA VEZ MAS SAN FRANCISCO, LLC

By:   
Name: Randy E. Nonberg  
Title: President

NORTHSTAR MEDIA, LLC

By: 

Name: MICHAEL H. JAHRMEIER

Title: Manager

**SCHEDULE A**  
License Subsidiaries

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

**SCHEDULE 2.2**  
Allocation of Purchase Price

Full Power Stations: \$259,000

Una Vez Mas Dallas License, LLC: \$84,000  
Una Vez Mas Houston License, LLC: \$84,000  
Una Vez Mas San Francisco License, LLC: \$91,000

Class A Stations: \$315,000

Una Vez Mas Atascadero License, LLC: \$31,500  
Una Vez Mas Las Vegas License, LLC: \$31,500  
Una Vez Mas Lompoc License, LLC: \$31,500  
Una Vez Mas New Orleans License, LLC: \$31,500  
Una Vez Mas Paso Robles License, LLC: \$31,500  
Una Vez Mas Phoenix License, LLC: \$31,500  
Una Vez Mas San Antonio License, LLC: \$31,500  
Una Vez Mas San Luis Obispo License, LLC: \$31,500  
Una Vez Mas Santa Maria License, LLC: \$31,500  
Una Vez Mas Tampa License, LLC: \$31,500

Low Power Stations: \$126,000

Una Vez Mas Alice License, LLC: \$7,000  
Una Vez Mas Albuquerque License, LLC: \$7,000  
Una Vez Mas Amarillo License I, LLC: \$7,000  
Una Vez Mas Atlanta License, LLC: \$7,000  
Una Vez Mas Brownsville License, LLC: \$7,000  
Una Vez Mas Corpus Christi License, LLC: \$7,000  
Una Vez Mas Flagstaff License, LLC: \$7,000  
Una Vez Mas Lake Shore License, LLC: \$7,000  
Una Vez Mas Lubbock License, LLC: \$7,000  
Una Vez Mas McAllen License, LLC: \$7,000  
Una Vez Mas Midland License, LLC: \$7,000  
Una Vez Mas Mullin License, LLC: \$7,000

Una Vez Mas Port Arthur License, LLC: \$7,000

Una Vez Mas Prescott License II, LLC: \$7,000

Una Vez Mas Santa Barbara License, LLC: \$7,000

Una Vez Mas Sherman License, LLC: \$7,000

Una Vez Mas Victoria License, LLC: \$7,000

Una Vez Mas Wichita Falls License: LLC: \$7,000