

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is dated as of the 27th day of February, 2017, by and between Texas Multi Tele Ventas, Inc. ("TMTV"), a Texas corporation, Cabada Holdings, LLC ("Cabada"), a Texas corporation, and Broadcast Group Holdings, Inc. ("Holdings"), a Texas Corporation.

RECITALS:

A. TMTV is the owner of 250 shares of the preferred stock of Broadcast Group Holdings, Inc. ("Holdings"), a Texas corporation.

B. TMTV wishes to sell all of its shares in Holdings to Mr. Martin Lorenzo Smith ("Smith"), a United States citizen and resident of Katy, Texas (the "Acquisition").

C. The Acquisition requires that the Shareholders Agreement, entered into by Holdings, TMTV, and Cabada Holdings, LLC ("Cabada"), a Texas limited liability company, dated May 2007 be amended in order to permit TMTV to assign and transfer its shares in Holdings to Smith, as Smith is not an affiliate of TMTV.

C. In order to secure Holdings's agreement to join in the amendment of the Shareholders Agreement, in order to permit the free assignment and transfer of shares of Holdings, and to permit the Acquisition to proceed, Cabada has required that TMTV shall indemnify, defend and hold harmless Cabada and/or Holdings, arising out of any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and expenses at trial and on appeal, that are incurred by or awarded against Cabada and/or Holdings, arising out of any action made or brought as a result of: (a) the Acquisition and subsequent ownership of the shares that TMTV is assigning and transferring to Smith, (b) the broadcast television programming that TMTV supplies to Holdings and which is subsequent broadcast on Station K26KJ-D, El Paso Texas (the "Station"), including, but not limited to, the programming produced by TMTV's parent, Multimedios Television, S.A. de C.V. ("Multimedios"), a Mexican corporation, (c) the fact that Cabada remains a shareholder of Holdings due to Smith not entering into a stock purchase agreement with Cabada for the shares of Cabada in Holdings, and (d) a denial of the Federal Communications Commission ("FCC") to consent the transfer of control of BGM License, LLC, the licensee of Digital Low Power Television Station K26KJ-D, El Paso, Texas (which is owned in its entirety by Holdings), which transfer would occur as a result of the sale of shares from Cabada to Smith.

D. TMTV is prepared to indemnify and holds harmless Cabada and Holdings from any liability arising from and all liability related to the Acquisition and ownership of shares of Holdings by Smith and to the programming TMTV supplies to Holdings, which is broadcast on the Station.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereto hereby agree as follows:

1. Indemnification and Hold Harmless. TMTV shall indemnify, defend and hold harmless Cabada and/or Holdings, arising out of any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and expenses at trial and on appeal, that are incurred by or awarded against Cabada and/or Holdings, arising out of any action made or brought as a result of: (a) the Acquisition and subsequent ownership of the shares that TMTV is assigning and transferring to Smith, (b) the broadcast television programming that TMTV supplies to Holdings and which is broadcast on the Station, including, but not limited to, the programming produced by Multimedios, (c) the fact that Cabada remains a shareholder of Holdings due to Smith not entering into a stock purchase agreement with Cabada for the shares of Cabada in Holdings, and (d) a denial of the Federal Communications Commission ("FCC") to consent the transfer of control of BGM License, LLC, the licensee of Digital Low Power Television Station K26KJ-D, El Paso, Texas, which is owned in its entirety by Holdings, which transfer would occur as a result of the sale of shares from Cabada to Smith. For clarity, this indemnification shall only apply during the period commencing on consummation of the Acquisition and terminating on such date that Smith acquires all of the shares of Holdings owned by Cabada and shall not supersede any other indemnification agreements between TMTV and Cabada and/or Holdings.

2. Notice. In the event of a claim under Section 1 of this Agreement, notice thereof shall promptly be given by Cabada and/or Holdings to TMTV and TMTV shall be provided an opportunity, at its sole cost, to defend said action utilizing counsel reasonably acceptable to Cabada and/or Holdings. Such right of defense may be withheld, at Cabada and/or Holdings's absolute discretion, in matters involving governmental agencies, and such action by Cabada and/or Holdings shall not relieve TMTV of its obligation to indemnify and hold harmless Cabada and/or Holdings.

3. Successors and Assigns. At all times this Agreement will inure to the benefit of the parties hereto and their respective successors and assigns, and shall constitute a binding obligation on the parties and their respective successors and assigns.

4. Governing Law; Venue. The validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the internal laws of the State of Texas without regard to any provision that would result in the application of the laws of any other jurisdiction. For the resolution of any controversy arising out of this Agreement, the parties agree to submit to the jurisdiction of the state courts of general jurisdiction of the state of Texas, sitting in El Paso County, Texas or the United States District Court for the Western District of Texas (El Paso Division), and the appropriate appellate courts handling appeals therefrom, waiving any other jurisdiction to which they may be entitled due to their present or future domiciles, the location of their property, or by any other cause.

5. Further Assurances. The parties hereto hereby agree that at any time after the date of this Agreement each shall execute and deliver to the other such further documents and instruments and take all such further actions necessary in order to carry out the transactions contemplated hereby.

6. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6):

If to TMTV:

Texas Multi Tele Ventas, Inc.
5633 Richmond Avenue
Houston, Texas 77057

with a copy to:

Carlos Sesma
Sesma, Sesma & McNeese
Idaho No. 14, Col. Nápoles
03810, Ciudad de México, México

If to Cabada and/or Holdings:

Broadcast Group Holdings, Inc.
5925 Cromo Drive
El Paso, Texas 79912

with a copy to:

Francisco Romero
RRQB
Av. Lázaro Cárdenas 435, Despacho 410
Colonia Loma Larga
San Pedro Garza García, NL, Mexico 66266

7. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each party hereto (i) agrees that it

shall not oppose the granting of such specific performance or relief and (ii) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness and accountants' fees and out-of-pocket expenses, and court costs from the non-prevailing Party.


10. Headings. The headings set forth in this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

11. Integration. This Agreement, together with all exhibits thereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified except in a writing executed by the Parties. Except as expressly set forth in this Agreement, the Parties are not bound by any communications between them on the subject matter of this Agreement unless such communication: (i) is in writing; (ii) bears a date contemporaneous with, or subsequent to, the date hereof; and (iii) is signed by the parties. Upon the date hereof, all prior agreements and understandings of the parties related to the subject matter of this Agreement are null and void. Each party hereby acknowledges that there no unsigned or oral agreements between the parties that alter, amend, modify or supplement this Agreement.

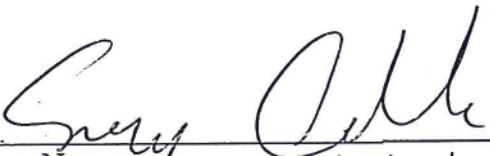
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

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TEXAS MULTI TELE VENTAS, INC.

By: 
Name: Hugo Chape
Title:

CABADA HOLDINGS, LLC.

By: 
Name: Sergio Cabada A.
Title:

BROADCAST GROUP HOLDINGS, INC.

By: 
Name: Rene Bortoni
Title:

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Indemnification Agreement dated 02/27/2017