

MULTICAST CHANNEL USE AGREEMENT

THIS MULTICAST CHANNEL USE AGREEMENT (the "Agreement") is made as of February ____, 2010 between KRCA Television LLC, a California limited liability company ("Licensee"), and ME Marketing, a _____ corporation ("Programmer").

Recitals

Licensee owns and operates digital television station KRCA(TV), Riverside, CA, (Facility ID No. 22161) (the "Station"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC").

Licensee desires to obtain programming for the Station's Dot 4 multicast digital program stream (the "Multicast Channel") and Programmer desires to provide programming for broadcast on the Multicast Channel (the "Programming") on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing into account, for good and valuable consideration, the sufficiency of which is hereby acknowledged and confirmed, the parties agree as follows:

1. Term. The Agreement shall become effective as of April 1, 2010 and shall continue for a period of two (2) years until March 31, 2012 or until this Agreement is terminated in accordance with its terms (the "Term"). Payment obligations under the Agreement shall not commence until the first day that the Programming is distributed on the Multicast Channel. Programmer may terminate this Agreement upon ninety (90) days written notice to Licensee, without cause, at any time, without penalty, provided, however, that any termination pursuant to this Section (1) shall be without prejudice to any other rights or remedies which Licensee may have in respect to any default by the Programmer.
2. Channel. During the Term, Programmer shall provide and Licensee shall transmit the Programming on the Multicast Channel on a continuous basis twenty-four (24) hours per day and seven (7) days per week, subject to the terms of this Agreement. Programmer will provide a broadcast quality transmission of the Programming, at its own cost, to the Station's transmitting facilities. During the Term, Licensee will provide Programmer with a total of twenty, thirty second promotional spots on the Station's primary channel in the overnight daypart (12:00 a.m. to 5:00 a.m.), to be used solely to promote Programmer's content on the Multicast Channel. It is understood that if all of the Station's multicast channels shall become entitled by law to must carry status on cable or DBS, Programmer shall be entitled to receive the benefit of such expanded carriage of the Multicast Channel without additional payment.
3. Payment. For the broadcast of the Programming and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer shall pay Licensee as set forth on Schedule A attached hereto.

4. Technical Matters.

(a) Licensee will transmit the Multicast Channel via the Station's transmitter. Licensee reserves the right to move transmission of the Multicast Channel to any of the Station's digital multicast streams.

(b) During the Term, Licensee shall provide a bit rate allocation for the Programming of no more than _____ megabits per second.

5. Programs.

(a) The Programming shall consist solely of Spanish-language infomercial programming concerning the Programmer's law practice and news content focusing on immigration. Programmer is expressly prohibited from airing any third party advertising or commercial content of any kind, in any form. Programmer may not materially change the type of Programming without Licensee's prior written consent, which shall not be unreasonably withheld, provided however, that the Parties agree that the Programming shall at no time include any Spanish-language programming other than as described above or other programming directly competitive with that carried by Licensee on the primary digital stream or any of the other multicast digital streams of the Station, or any third party advertising or commercial content, as determined by Licensee in its sole discretion. Subject to the terms of this Agreement, Programmer shall be solely responsible for the content and composition of the Programming at all times.

(b) Programmer shall be solely responsible for the cost of licensing, obtaining and producing the Programming.

(c) Programmer's use of the Multicast Channel to broadcast the Programming and the Programming itself shall comply with, and shall not place Licensee in violation of, the Communications Act of 1934, as amended, any and all FCC rules, regulations and policies and all other applicable laws (collectively, "Laws"), and shall not violate any third party rights. Without limiting the foregoing, the Programming shall at all times comply with all of the following:

(i) all Laws governing or requiring sponsorship identification, including but not limited to 47 U.S.C. Sec. 317, 47 U.S.C. Sec. 507 and 47 C.F.R. Sec. 73.1212;

(ii) all Laws governing political and controversial issue programming and advertising, including but not limited to the Bipartisan Campaign Reform Act of 2002 and 47 C.F.R. Sections 73.1212, 73.1912 and 73.3526. Programmer will provide Licensee with all documentation regarding such political programming and advertising required to be retained by or placed in the public inspection file of the Station;

(iii) all Laws governing children's television programming and commercial matter within children's television programming. Programmer shall ensure that the Programming contains an average of at least three (3) hours per week of "core" children's educational and informational programming, as defined by the FCC and shall provide a description of such programming, in advance, each quarter for Licensee's approval. Programmer

shall provide Licensee on a quarterly basis (on the first day of January, April, July and October) with information sufficient to demonstrate compliance of the Programming with FCC requirements concerning educational/informational programming, and the commercial limits in children's programming, during the previous quarter, such that Licensee will be able to complete and timely file with the FCC a children's television report on FCC Form 398 with respect to the digital stream carrying the Programming;

(iv) all Laws governing the closed captioning of programming for the hearing impaired;

(v) all Laws governing or prohibiting the transmission of indecent, profane or obscene content. Upon reasonable advance notice by Licensee concerning any Program Licensee reasonably believes will violate the rules, regulations, and policies of the FCC prohibiting the transmission of indecent, profane or obscene content, Programmer will preempt such Program; and

(vi) all Laws related to copyrights, third party rights, libel, slander or privacy rights.

(d) In addition, Programmer shall ensure that the Programming does not contain any content which could reasonably be viewed as disparaging to Hispanics, the Licensee, the Station, the Spanish language programming service known as "Estrella TV," or any affiliate thereof.

(e) Licensee does not by this Agreement or otherwise acquire any right, title or interest in or to any Programming.

(f) Programmer shall at no time represent itself to be the licensee or owner of the Station.

(g)

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power, and control over the operation of the Station and over all persons working at the Station during the Term, and shall be responsible for any FCC filings, including annual ancillary/supplementary services report and fees. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing Programming which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance. Licensee reserves the right to refuse to broadcast any Programming which does not comply, or would cause Licensee not to comply, with any Law. Programmer shall

provide Licensee with a copy of any letters of complaint it receives concerning the Programming broadcast during the Term for inclusion in the Station's public inspection file. Programmer shall cooperate with Licensee to ensure that Emergency Alert System ("EAS") transmissions are properly performed.

7. Call Sign; Station Identification. Licensee hereby grants to Programmer the limited right to use the call letters of the Station on the air during the Term to the minimum extent necessary to ensure that proper station identification announcements are made in accordance with FCC rules and regulations. Programmer agrees to include in the Programming all required station identification announcements, as well as other announcements required by the rules and regulations of the FCC. Apart from the station identification announcements required by the FCC rules and regulations, Programmer shall not use the Station call letters to brand the Programming or otherwise use the call letters in any medium.

8. Confidentiality. Except as may be reasonably necessary to perform this Agreement and provide the Programming, and except as may be required by law or compulsory legal process, or request by the FCC, the parties shall keep confidential, and shall not use or disclose, the terms of this Agreement or any nonpublic information regarding the Programming, Programmer, Licensee, or the Station.

9. Termination. If a party fails to perform its obligations under this Agreement in any material respect or breaches its representations made by it under this Agreement in any material respect, and such breach or default continues for a period of five (5) days for any monetary default, or thirty (30) calendar days for any non-monetary default, after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. The indemnity and confidentiality provisions of this Agreement shall survive any expiration or termination of this Agreement.

10. Remedies. In the event of a breach or default by a party under this Agreement, the other party shall be entitled to all remedies at law or in equity. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

11. Insurance. During the Term, Programmer shall maintain levels of insurance that are commercially reasonable in connection with its operations pursuant to this Agreement, including without limitation, general liability insurance providing at least \$1,000,000 in coverage and media liability insurance, including errors and omissions insurance, providing at least \$1,000,000 in coverage. Programmer shall name Licensee as an additional insured on its general liability policy and deliver to Licensee a certificate of insurance showing Licensee as an additional insured prior to commencement of the Term and annually thereafter during the Term.

12. Indemnity.

(a)

(b)

13. Representations. Licensee and Programmer each represent and warrant to the other that it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of California, it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, and the execution, delivery, and performance by it of this Agreement does not conflict with any other agreement to which it is a party, and it is qualified under applicable laws, including without limitation FCC rules and regulations, to enter into and perform this Agreement.

14. Assignment and Transfer.

(a) Programmer may not assign this Agreement without the prior written approval of Licensee. Upon Licensee's written consent to assign this Agreement, and the granting of any required FCC authorizations, Programmer shall assign, and cause the assignee or transferee to assume, this Agreement in writing, but any such assignment and assumption shall not relieve Programmer of any liability for the Programming or its assignee's or transferee's failure to comply with this Agreement prior to such assignment or transfer.

(b) If Licensee intends to assign or transfer the Station, then it shall give Programmer prior written notice thereof, and shall use commercially reasonable efforts to assign, and cause the assignee or transferee to assume, this Agreement in writing, effective upon consummation of such assignment or transfer.

15. FCC Compliance. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. Licensee may file a copy of this Agreement in the Station's public inspection file. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Multicast Channel on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

16. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

17. Notices. Notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier or facsimile addressed as follows (or such other address as a party may designate by written notice to the other):

If to Licensee: Liberman Broadcasting Inc.
Attn: Lenard Liberman, Executive Vice President
1845 Empire Avenue
Burbank, CA 91504
Telephone: 818-563-5722
Telecopy: 818-558-4244

With a copy (which shall not constitute notice) to: Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Attn: Kathleen A. Kirby, Esq.
Telephone: 202-719-7064
Telecopy: 202-719-7049

If to Programmer: ME Marketing
6657 Navigation
Houston, TX
Telephone:
Telecopy:

21. Miscellaneous. This Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of laws. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision. Neither party shall be liable to the other for failure to perform its respective obligations under this Agreement by reason of any act of God, labor dispute, breakdown of facilities, or any cause beyond its respective control. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have. Neither party shall be deemed to be the agent, partner, or representative of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective successors and permitted assigns. If any provision in this Agreement is held to be unenforceable, then so long as neither party is deprived of the benefits of this Agreement in any material respect, the remaining provisions hereof shall not be affected and shall remain in effect. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

SIGNATURE PAGE TO MULTICAST CHANNEL USE AGREEMENT

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

LICENSEE:

KRCA TELEVISION LLC

By: _____

Name: _____

Title: _____

PROGRAMMER:

ME MARKETING

By: _____

Name: Manuel Solis

Title:

SCHEDULE A

Payment Terms

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