
JOINT SALES AND TIME BROKERAGE AGREEMENT

BY AND BETWEEN

TELEMUNDO OF FRESNO LLC,

TELEMUNDO NETWORK GROUP LLC,

NBC TELEMUNDO LICENSE LLC,

TELEMUNDO COMMUNICATIONS GROUP LLC AND

SERESTAR COMMUNICATIONS CORPORATION FOR

TELEVISION STATION KNSO, MERCED, CALIFORNIA

JOINT SALES AND TIME BROKERAGE AGREEMENT

THIS JOINT SALES AND TIME BROKERAGE AGREEMENT, made this ___ day of April 2014, by and between NBC Telemundo License LLC (the "Licensee"), Telemundo of Fresno LLC, a Delaware limited liability company ("Fresno"), Telemundo Communications Group LLC ("TCG") and Telemundo Network Group LLC ("LLC") (the Licensee, together with Fresno, TCG and LLC shall sometimes be referred to collectively as "Telemundo") and Serestar Communications Corporation ("SERESTAR").

WHEREAS, Licensee is the licensee of full-power television station KNSO, Merced, CA ("KNSO"), which is assigned to the Fresno-Visalia Designated Market Area ("DMA") and Fresno is the operator of KNSO;

WHEREAS, SERESTAR is the licensee of low-power television stations KCSO-LD and KMMW-LD, Sacramento, CA, and KMUM-CD, Stockton, CA which are assigned to the Sacramento DMA;

WHEREAS, SERESTAR does not own or control a full-power television station in the Fresno-Visalia DMA;

WHEREAS, Telemundo and SERESTAR desire to market and sell advertising time on KNSO in accordance with this Agreement;

WHEREAS, Fresno has executed an affiliation agreement as of March 31, 2009 with LLC (the "Affiliation Agreement");

WHEREAS, Telemundo desires to retain SERESTAR to provide programming for KNSO pursuant to the provisions hereof and the applicable rules and policies of the Federal Communications Commission ("FCC"); and

WHEREAS, SERESTAR desires to use KNSO's broadcast time for the presentation of programming.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. PROVISION OF PROGRAMMING

1.1. **Access to Station Air Time; SERESTAR Programming.** During the Term (as hereinafter defined), Licensee shall make available to SERESTAR broadcast time on KNSO as set forth in this Agreement. SERESTAR shall be entitled to procure at its own expense and subject to Section 1.3 hereof, broadcast on KNSO,

programming of its own selection complete with commercial matter, news, public service announcements and other programming (the "SERESTAR Programming") during those time periods specified by the Telemundo Network for use by its affiliates currently known as "Sub-Network Time Periods" ("SERESTAR Hours"). The SERESTAR Programming shall comply with the Communications Act of 1934, as amended (the "Act"), and the rules, regulations and written policies of the FCC (the "FCC Rules"). All advertising spots and promotional material or announcements shall comply with applicable federal, state and local regulations and Telemundo's written advertising policies and guidelines.

1.2. Licensee's Programming. Licensee retains the right to broadcast programming of its own selection outside the SERESTAR Hours (the "Licensee Programming"). Licensee will broadcast the programming of the Telemundo Network outside the SERESTAR Hours in accordance with the Affiliation Agreement.

1.3. Licensee Control of Programming. SERESTAR acknowledges that Licensee retains ultimate authority over KNSO's programming. Licensee may, without financial penalty, preempt or delete any SERESTAR Programming which Licensee determines in its sole discretion is unsatisfactory, unsuitable or contrary to the public interest or to substitute programming which, in Licensee's opinion, is of greater local or national importance. If Licensee preempts SERESTAR Programming during the SERESTAR Hours as provided herein, Licensee will reduce the Fee by an amount representing SERESTAR's loss of net revenue during such time periods.

1.4. Licensee Review of Programming. Prior to the broadcast of SERESTAR Programming under this Agreement, SERESTAR shall acquaint Licensee with the nature and type of the programming to be provided. Licensee shall be entitled to review at its discretion from time to time prior to its broadcast, any SERESTAR Programming. SERESTAR shall promptly provide Licensee with copies of all correspondence and complaints received from the public (including any telephone logs of complaints called in), and in addition, copies of all program logs and promotional materials, upon request. SERESTAR shall give Licensee at least seventy-two (72) hours' notice of material changes in the SERESTAR Programming supplied to Licensee.

1.5. Conflict with Affiliation Agreement. SERESTAR agrees to operate KNSO as a Telemundo affiliate under the terms of the Affiliation Agreement. The terms and conditions of the Affiliation Agreement are therefore incorporated herein by reference. In the event that any provision of this Agreement conflicts or is inconsistent with any provision of the Affiliation Agreement, the provisions of this Agreement shall govern.

SECTION 2. SALES OF ADVERTISING TIME

2.1. Children's Television Advertising. SERESTAR shall not broadcast advertising within programs originally designed for children aged 12 years and under in excess of the amounts permitted under the FCC Rules when combined with the advertising included in the children's programming supplied by the Telemundo Network.

2.2. Political Advertising. SERESTAR shall cooperate with Licensee to assist Licensee in complying with all rules of the FCC regarding political broadcasting. SERESTAR shall promptly supply to Licensee such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with FCC rules and policies, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of federal law. SERESTAR shall be responsible, under Licensee's supervision and control, for posting to KNSO's online political file within twenty-four (24) hours all documents required to be posted in connection with purchases of advertising time on KNSO by legally qualified candidates for political office, sponsors of issue ads on political matters of national importance and sponsors of issue ads on matters of state, regional or local importance. SERESTAR shall provide to Licensee on a weekly basis a detailed summary of the political advertising sold on KNSO in the preceding week, broken down by the categories of (1) legally qualified candidate ads; (2) issue ads on political matters of national importance; and (3) issue ads on matters of state, regional or local importance. Issue ads on political matters of national importance include ads containing references to any legally qualified candidate for federal office, any election to a federal office and any national legislative issues of public importance.

2.3. Payola. SERESTAR shall not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between SERESTAR and merchants or advertisers, unless the payer is identified in the program for which such Consideration was provided as having paid for or furnished such Consideration, in accordance with the Act and the FCC Rules. SERESTAR shall annually, or more frequently at the request of Licensee, execute and provide Licensee with a Payola Affidavit from each of its employees involved with SERESTAR Programming or other programming aired on KNSO substantially in the form attached hereto as Attachment I.

2.4. Local News. SERESTAR agrees to commence on or before May 1, 2015, airing a local daily (Monday-Friday only) half-hour newscast during the time period or periods allotted for local newscasts on the Telemundo Network programming grid.

2.5. Use of Digital Spectrum. TCG will employ digital spectrum not used to broadcast the Telemundo Network programming for KNSO (the "Digital Multicast Programming") in a manner that is consistent with the use of digital spectrum in other markets where TCG owns or operates broadcast stations and accordingly, KNSO shall carry the multicast channel currently known as "Exitos" on channel 11.2, and shall allocate two and one-half (2.5) Mbps to the ION Broadcast network. The parties will mutually agree on the use of any remaining spectrum. The parties agree that at all times, local sales for the Digital Multicast Programming shall be the responsibility of SERESTAR, to the extent that local advertising avails are available within the Digital Multicast Programming. Station shall employ statistical multiplexing and will set the minimum and maximum bit rates for Telemundo Network Programming and Exitos in

accordance with the minimum and maximum bit rates employed at other Telemundo owned-and operated stations.

2.6. National Sales Representation Commission. In consideration of Telemundo's sale of national Spot Advertising pursuant to the terms of the Affiliation Agreement, SERESTAR shall pay Telemundo [REDACTED] of all amounts due to the Station from national Spot Advertising in the programming broadcast by KNSO during each broadcast month (the "Rep Commission"). Such payment for a broadcast month shall be due within sixty (60) days after the end of the broadcast month, whether or not SERESTAR has collected such amounts. Any account receivable balance relating to a sale which had been previously included in the calculation of national Spot Advertising sales, which is written off or remains uncollected one hundred and twenty (120) days after billing, shall be deducted from national Spot Advertising sales during the month such account receivable is either written off or ages beyond one hundred and twenty (120) days after billing. If such receivable balance is subsequently collected, the balance collected will be added to the current month's national Spot Advertising sales and such revenue shall be applied to the most delinquent portion of the amount due. At the end of each month, SERESTAR shall provide Telemundo with an aging of national Spot Advertising accounts due past sixty (60) days.

SECTION 3. TERM; OPTION TO RENEW

3.1. Effective Date; Initial Term. The effective date of this Agreement shall be May 1, 2014 and this Agreement shall continue in force until December 31, 2020 unless terminated as set forth in Section 8 hereof (the "Initial Term").

3.2. Option to Renew. SERESTAR shall have the option to renew this Agreement for one additional five-year term (the "Extension Option") upon written notice to Licensee delivered not less than one-hundred eighty (180) days prior to the expiration of the Initial Term provided that the conditions below have been satisfied:

(a) SERESTAR and LLC have entered into an agreement to continue the affiliate relationship pertaining to KCSO-LD, KMUM-CD and KMMW-LD in the Sacramento-Stockton-Modesto, CA DMA, and such agreement is in full force and effect;

(b) The average of the KNSO index to the Telemundo Network rating for the A18-49 demo during Monday-Sunday 7A-1A for the four most recent "sweeps" rating periods ("KNSO Index") is equal to or greater than the average of the rated Telemundo-owned stations (excluding WKAQ in Puerto Rico) index to the Network rating for the A18-49 demo during Monday-Sunday 7A-1A (and 6A-12M for Central/Mountain time zone owned stations) during the four most recent "sweeps" rating periods (the "Owned Station Index"). The Owned Station Index shall be calculated by taking an average of the index of each rated owned station to the network, excluding the markets with the highest and lowest indexes respectively. The current KNSO Index is

██████████ and the current Owned Station Index is ██████████ pursuant to the calculations set forth on Attachment III; and

(c) SERESTAR is not in breach of any of its obligations under the terms of this Agreement or the Affiliation Agreement.

SECTION 4. CONSIDERATION AND EXPENSES

4.1. Time Brokerage Consideration. Effective May 1, 2014, SERESTAR shall pay Licensee a fee (the "TBA Fee") for each month of the Initial Term, subject to pro-ration for each partial month, due and payable in arrears by the fifth (5th) day of each month. For calendar year 2014, the TBA Fee shall be ██████████ per month. The TBA Fee will be recalculated for calendar year 2015 and each subsequent calendar year of the Initial Term and any additional term if the Extension Option is exercised, to be equal to 1/12th of the projected annual aggregate of all cash expenses to be incurred by Telemundo to operate KNSO (the "Projected Station Expenses") for such calendar year and will include, but not be limited to the costs set forth on Attachment III. During any calendar year of the Term, if there is an increase or decrease in cash expenses which would result in an increase or decrease in the TBA Fee by ██████████ or higher, then the TBA Fee will be immediately adjusted to reflect such increase or decrease. Licensee will reduce the TBA Fee for any documented operational savings incurred in the operation of KNSO effective on the date on which the cost reductions are implemented. Telemundo and SERESTAR will mutually agree to put into action all cost reductions that may reasonably be implemented. Telemundo will provide SERESTAR with the amount of the following year's TBA Fee ninety (90) days prior to the start of each calendar year.

4.2 Split of Station Broadcast Cash Flow/Net Revenues. During the first two years of the Initial Term, SERESTAR shall pay Telemundo ██████████ of KNSO's broadcast cash flow which is defined as Net Revenues (as defined below), less operating expenses specifically attributable to the operation of KNSO and excluding depreciation, amortization and interest expenses ("Broadcast Cash Flow"), and during the remaining years of the Initial Term, SERESTAR shall pay Telemundo ██████████ of all revenues, net of actual commission and sales representation fees paid to agencies, advertisers and local and national sales representatives, derived from the sale of time on KNSO, including, but not limited to advertising, paid programming and other time sales ("Net Revenues"), provided however that the minimum payment to Telemundo for its share of Broadcast Cash Flow or Net Revenues shall be ██████████ annually (the "Minimum BCF/Revenue Share"). The Minimum BCF/Revenue Share shall be prorated for any partial calendar year.

4.3. Payment Method.

(a) TBA Fee. Within thirty (30) days after the close of each calendar year, Telemundo will provide SERESTAR with an accounting of the actual cash expenses incurred during the calendar year (the "Actual Station Expenses"). To the extent that the Actual Station Expenses exceed the Projected Station Expenses (the

amount of such excess being referred to as the "Underpayment"), SERESTAR will remit the amount of the Underpayment within thirty (30) days of receiving notice of such exceedance. To the extent that the Actual Station Expenses are less than the Projected Station Expenses (the amount of such underage being referred to as the "Overpayment"), Telemundo will remit the amount of the Overpayment within forty-five (45) days of the close of the calendar year.

(b) Broadcast Cash Flow/Net Revenues. Within ten (10) business days of the last calendar day of each quarter, SERESTAR shall provide to Telemundo an accounting of the Broadcast Cash Flow or Net Revenues for the prior quarter. For the first two years of the Term, such accounting shall include a statement of all elements used to calculate Broadcast Cash Flow, and thereafter, shall include gross revenues and the commissions deducted therefrom to determine the Net Revenues, as applicable. SERESTAR shall deliver payment equaling [REDACTED] of the Broadcast Cash Flow during the first two years of the Term and thereafter, [REDACTED] of the Net Revenue, to the address designated by Telemundo within thirty (30) days of the close of the applicable quarter. Telemundo shall have the right to audit SERESTAR's accounting of the Broadcast Cash Flow or Net Revenues as applicable, for any quarter, and any disputes over such accounting shall be subject to the arbitration procedures set forth herein. Revenue included in the Net Revenues which remains uncollected for more than ninety (90) days will be deleted from Net Revenues in a subsequent quarter. If such deleted revenue is subsequently collected, it will be included in Net Revenues in the quarter in which it is collected.

4.4. Payment of Individual Expenses. Subject to any reimbursement obligations as set forth in Section 4.1, Telemundo and SERESTAR each shall be solely responsible for the payment of expenses incurred in performing their respective obligations, including salaries and benefits for personnel employed by each respective party; lease payments; utilities; Taxes; programming expenses for programming supplied by each party to its respective station; ASCAP, BMI, SESAC, and any other music license fees for their respective stations; and insurance covering the transmission and studio facilities of the parties' respective stations (the "Individual Expenses"). SERESTAR shall be solely responsible for payment of: (i) all expenses incurred in the procurement of the SERESTAR Programming; (ii) the commissions and sales representation fees due on any advertising carried on KNSO; and (iii) insurance identified in Section 9.1 hereof. As between Telemundo and SERESTAR, Telemundo shall be responsible for all repairs and replacements associated with KNSO's transmitter, as well as the STL system, MPEG encoders, loudness controllers, PSIP generators, PSIP data services and EAS equipment. SERESTAR shall be responsible for all other repairs, maintenance and replacement of equipment under [REDACTED]. For replacement of equipment over and above [REDACTED], SERESTAR and Telemundo shall make a good faith determination as to which entity will bear the cost of such equipment.

4.5. Retransmission Consent Revenues. Telemundo shall retain [REDACTED] of all retransmission consent revenues, provided however that if Telemundo commits to provide any multichannel video programming distributor with

advertising time on KNSO in connection with a retransmission consent agreement that equals or exceeds [REDACTED] of the available inventory during the 7A-11P time period, the parties will reduce the amount due Telemundo by the amount representing SERSTAR'S loss of revenue during such time periods.

SECTION 5. LICENSEE CONTROL; STATION OPERATIONS

5.1. Licensee Control. Licensee will retain ultimate control over the management and operations of KNSO, including without limitation over KNSO's programming, personnel and finances, during the term of this Agreement and during any renewal of such term and shall have full and exclusive control over all elections, negotiations and agreements with respect to the carriage of KNSO by any multichannel video programming distributors.

5.2. Required Announcements. Telemundo shall coordinate with SERESTAR regarding KNSO's hourly station identification and any other announcements required to be aired by the FCC Rules and Telemundo's policies.

5.3. Telemundo Main Studio, Assets and Staffing Obligations. Telemundo shall maintain a main studio in compliance with the FCC Rules and written policies and shall employ at the main studio management level employees consisting of at least one full-time management-level employee and one other employee for such duties as may be determined by Telemundo from time to time, and such other personnel as Telemundo determines may be required by the FCC Rules each of whom will report to and be accountable to Telemundo.

5.4. Telemundo Public File Obligations. Telemundo shall maintain its online public inspection file in accordance with the FCC Rules and shall prepare and place in such inspection file in a timely manner all material required by Section 73.3526 of the FCC Rules, including without limitation KNSO's quarterly issues and program reports, information concerning the broadcast of children's educational and informational programming and documentation of compliance with commercial limits applicable to certain children's television programming. Prior to the tenth (10th) calendar day following the end of each calendar quarter, SERESTAR shall provide Telemundo with such information concerning the SERESTAR Programming and advertising as is necessary to assist Telemundo in the preparation of such information.

5.5. Legal Challenge. If this Agreement is challenged at the FCC, Telemundo and SERESTAR shall jointly defend the Agreement and the parties' performance thereunder, with the expenses incurred thereby borne equally by Telemundo and SERESTAR. If the FCC determines that all or any portion of this Agreement is inconsistent with or contrary to the FCC Rules or if subsequent legislative or regulatory action alters the permissibility of this Agreement under the FCC Rules, the parties hereto shall take such commercially reasonable actions, including reforming the Agreement to conform to the FCC Rules or, upon mutual agreement (with the expenses therefor to be borne equally by Telemundo and SERESTAR), seek reversal of the FCC's decision through further review by the FCC or a court of law.

5.6 Station Operations. Telemundo shall operate and maintain in good working condition KNSO's transmission facility and broadcasting equipment and, subject to events of force majeure, shall maintain the operating power of KNSO at its maximum authorized level.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1. Telemundo Representations, Warranties and Covenants.

(a) Telemundo represents that it is legally qualified, empowered and able to enter into this Agreement and that the execution, delivery, and performance hereof shall not constitute a breach or violation of any material agreement, contract or other obligation to which it is subject or by which it is bound.

(b) Telemundo shall not take any action or omit to take any action that would have a materially adverse impact upon KNSO or upon either party's ability to perform this Agreement.

(c) Telemundo validly holds and will validly hold all applicable licenses and other permits and authorizations necessary for the operation of KNSO, and such licenses, permits and authorizations are and will be in full force and effect throughout the term of this Agreement.

(d) There is not now pending, or to the knowledge of Telemundo threatened, any action by the FCC or by any other party to revoke, cancel, suspend, refuse to renew or modify adversely any of such licenses, permits or authorizations.

(e) Telemundo is not in material violation of any statute, ordinance, rule, regulation, policy, order or decree of any federal, state or local entity, court or authority having jurisdiction over it or KNSO, that would have a materially adverse effect upon Telemundo, KNSO, or Telemundo's ability to perform this Agreement.

(f) All reports and applications required to be filed with the FCC or any other governmental body during the course of the term of this Agreement or any renewal thereof, will be filed in a timely and complete manner.

6.2. SERESTAR Representations, Warranties and Covenants.

(a) SERESTAR represents that it is legally qualified, empowered and able to enter into this Agreement and that the execution, delivery, and performance hereof shall not constitute a breach or violation of any material agreement, contract or other obligation to which it is subject or by which it is bound.

(b) SERESTAR shall not take any action or omit to take any action that would have a materially adverse impact upon KNSO or either party's ability to perform this Agreement.

(c) SERESTAR is not in material violation of any statute, ordinance, rule, regulation, policy, order or decree of any federal, state or local entity, court or authority having jurisdiction over it, that would have a materially adverse effect upon SERESTAR, KNSO or SERESTAR's ability to perform this Agreement.

(d) All reports and applications required to be filed with the FCC or any other governmental body during the course of the term of this Agreement or any renewal thereof, will be filed in a timely and complete manner.

SECTION 7. INDEMNIFICATION

7.1. SERESTAR's Indemnification. SERESTAR shall indemnify and hold harmless Telemundo and its officers, directors, employees and agents from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") to the extent arising out of or resulting from (a) SERESTAR's breach of any representation, warranty, covenant or agreement contained in this Agreement or (b) any action taken or gross negligence or willful misconduct by SERESTAR or its employees or agents with respect to KNSO, or any failure by SERESTAR or its employees or agents to take any action with respect to KNSO, including, without limitation, Damages relating to violations of the Act or any of the FCC Rules, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity or any other claims relating to the SERESTAR Programming and SERESTAR's sale and broadcast of advertising time on KNSO, provided, however, that SERESTAR shall not be required to indemnify Telemundo under the foregoing Section 7.1(b) for any claims arising under programming provided by the Telemundo Network.

7.2. Telemundo Indemnification. Telemundo shall indemnify and hold harmless SERESTAR and its officers, directors, employees and agents from and against any and all Damages to the extent arising out of or resulting from (a) Telemundo's breach of any representation, warranty, covenant or agreement contained in this Agreement or (b) the gross negligence or willful misconduct of Telemundo's employees, including those employees used pursuant to this Agreement.

7.3. Limitations on Indemnification.

(a) Save as provided in Section 5.6(b), SERESTAR shall not be obligated to indemnify Telemundo under this Section 7 unless the aggregate of all of the Telemundo's Damages exceeds [REDACTED] ("SERESTAR Basket"), in which case Telemundo shall be entitled to recover all of Telemundo's Damages above that amount, provided, however, that the SERESTAR Basket shall not apply to any SERESTAR indemnification obligation arising out of, relating to or resulting from fraud or intentional misrepresentation by SERESTAR.

(b) Notwithstanding anything herein to the contrary, Telemundo shall not be obligated to indemnify SERESTAR under this Section 7 unless the aggregate

of all of SERESTAR's Damages exceeds [REDACTED] ("The Telemundo Parties Basket"), in which case SERESTAR shall be entitled to recover all of SERESTAR's Damages above that amount, provided, however, that the Telemundo Parties Basket shall not apply to any Telemundo indemnification obligation arising out of, relating to or resulting from fraud or intentional misrepresentation by Telemundo.

7.4. Procedures for Indemnification. The procedures for indemnification under this Agreement shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give notice to the party from which indemnification is claimed (the "Indemnifying Party") of any claim for which indemnification is sought by Claimant under this Agreement, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant to Indemnifying Party within five (5) business days after written notice of such action, suit, or proceeding was received by Claimant. Claimant's failure to notify Indemnifying Party of a claim within the period specified in this Section 7.4(a) shall not relieve Indemnifying Party of any indemnification obligation under this Agreement, except to the extent that Indemnifying Party is materially prejudiced by such failure.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and/or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of the thirty-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim. If the Claimant and the Indemnifying Party do not agree within the thirty-day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate remedy in accordance with the terms of this Agreement.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate fully in the defense of such claim at its own expense. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third party claim, it shall be bound by the results obtained by the Claimant with respect to such claim. Notwithstanding anything herein to the contrary, the Indemnifying Party shall not effect any settlement relating to any claim under the indemnification of this Agreement

that seeks in whole or in part any non-monetary relief or that could adversely affect the Claimant without the prior written consent of the Claimant.

7.5. Survival. This Section 7 shall survive the termination of this Agreement.

SECTION 8. TERMINATION AND REMEDIES UPON DEFAULT

8.1. Termination by Either Party. In addition to other remedies available at law or equity, Telemundo or SERESTAR may terminate this Agreement, in whole or in part, upon written notice to the other party if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) Subject to the provisions of Section 5.5 hereof, this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction, and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) The other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days' written notice from the non-breaching party (other than with respect to any payment obligation for which the cure period shall be fifteen (15) days);

(c) The mutual consent of the parties, which consent may be withheld in the sole discretion of each such party; or

(d) Subject to the provisions of Section 5.5 hereof, there has been a material change in FCC Rules, policies or precedent that would cause this Agreement to be in violation thereof, and such change is in effect, has not been stayed by the FCC or enjoined by a court of competent jurisdiction and is no longer subject to appeal or further administrative review, and this Agreement cannot be reformed, in a manner acceptable to Telemundo and SERESTAR, to remove or eliminate the violation.

8.2. In addition to the termination rights set forth in this Section 8, Telemundo may terminate this Agreement in the event of (i) a material breach by SERESTAR of the Affiliation Agreement by and between Fresno and the Telemundo Network Group, LLC dated as of March 31, 2009 ; (ii) the sale or transfer of KNSO to a third party or to any entity controlled, controlling or under common control of KNSO; (iii) the affiliation between KNSO and a third party program provider or any other use of KNSO as other than a Telemundo affiliate station by Licensee (such as entering into an agreement to air any programming service other than Telemundo), upon one-hundred and eighty (180) days prior written notice to SERESTAR; or (iv) the affiliation agreement between SERESTAR and LLC is no longer in full force and effect.

8.3. Reserved

8.4. Effect of Termination.

(a) Notwithstanding any provision to the contrary in this Agreement or the Affiliation Agreement, termination of the Affiliation Agreement in accordance with its terms shall result in termination of this Agreement, and termination of this Agreement in accordance with its terms shall result in termination of the Affiliation Agreement.

(b) During any period prior to the effective date of any termination of this Agreement, SERESTAR and Telemundo agree to cooperate in good faith to ensure that KNSO's operations will continue, to the extent possible, in accordance with the terms of this Agreement and that the termination of this Agreement is effected in a manner that will minimize, to the extent possible, any disruption of KNSO's ongoing operations.

(c) Within forty-five (45) days of the termination or expiration of this Agreement, the parties shall prepare a final accounting relating to the activities covered by this Agreement. All revenue (including accounts receivable) generated and expenses incurred pursuant to this Agreement shall be prorated through and including the date of termination of this Agreement. Appropriate payments shall be made by the parties to effectuate this accounting. Any disputes between the parties concerning such payments shall be subject to arbitration as set forth in Section 10.11.

8.5. Force Majeure. Any failure or impairment of KNSO's facilities or any delay or interruption in the broadcast of programs or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, acts of war or terrorism, civil riot, floods and any other cause not reasonably within the control of Telemundo, or for power reductions necessitated for maintenance of KNSO or for maintenance of other stations located on the tower from which KNSO will be broadcasting, shall not constitute a breach of this Agreement.

8.6. Remedies Cumulative. Except as otherwise set forth herein, the remedies provided for in this Agreement shall be cumulative and shall not preclude any party from asserting any other right, or seeking any other remedies, against the other party.

SECTION 9. CONDUCT OF PARTIES

9.1. Insurance. SERESTAR shall maintain (a) adequate errors and omissions insurance to cover the programming it airs pursuant to this Agreement with Telemundo named as an additional insured and (b) commercial general liability insurance and workers' compensation insurance in amounts satisfactory to Telemundo, as evidenced by a certificate of insurance with Telemundo named as an additional insured.

9.2. Operation. SERESTAR shall use commercially reasonable efforts to preserve and promote the business of KNSO and shall comply with all laws, rules and regulations applicable or relating to SERESTAR, including, without limitation, the Act and the FCC Rules.

SECTION 10. MISCELLANEOUS

10.1. Assignment; Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall assign or transfer its rights, interests or obligations hereunder without the prior written consent of the other party, which consent may not be unreasonably withheld, provided, however, that either Telemundo or SERESTAR may assign this Agreement to an affiliate upon notice to the other party. For purposes of this Agreement, an affiliate is a party controlling, controlled by or under common control with SERESTAR or Telemundo as the case may be.

10.2. Other Agreements. Neither party shall enter into any other agreement with any third party that would conflict with or result in a material breach of this Agreement by that party.

10.3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.4. Entire Agreement. This Agreement and the Attachments hereto embody the entire agreement and understanding of the parties relating to the subject matter hereof. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the parties.

10.5. Taxes. Each party shall pay the Taxes (as defined below) levied or assessed against such party. Without limiting the foregoing, SERESTAR shall pay all Taxes, if any, to which the consideration specified in Section 4.1 herein is subject, provided that Telemundo shall be responsible for payment of its own income taxes. For purposes of this Agreement, the term "Taxes" means all federal, state, local, foreign and other taxes, franchise, including income, estimated income, gross receipts, employment, license, payroll, excise, stamp, social security, unemployment, real property, personal property, sales, use, transfer and withholding taxes, including interest, penalties and additions in connection therewith, whether disputed or not.

10.6. Headings. The headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

10.7. Governing Law; Jurisdiction and Venue. The obligations of Telemundo and SERESTAR are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Act and the FCC Rules. The construction and performance of this Agreement shall be governed by the laws of the State of New York. The parties hereby submit to the exclusive jurisdiction of the state and federal courts located in the County of New York, State of New York.

10.8. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) sent by

personal delivery, by reputable overnight courier service or certified mail, return receipt requested, (iii) deemed to have been given on the date received, and (iv) addressed as follows:

To SERESTAR:

Philip Wilkinson
President & CEO
SERESTAR Communications
Corporation.
P.O. Box 2630 Rancho Santa Fe, CA
92067

To the Telemundo Parties:

Telemundo Affiliate Relations
30 Rockefeller Plaza
New York, NY 10112

With a copy to:

NBCUniversal Legal Department
30 Rockefeller Plaza
New York, NY 10112
Attn: Senior Vice President, Corporate &
Transactions Law

and

Telemundo Network Group, LLC
2290 W 8th Avenue
Hialeah, FL 33010
Attn: President

or to any such other or additional persons and addresses as the parties hereto may from time to time designate in a writing delivered in accordance with this Section 10.8.

10.9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law. In the event the FCC alters or modifies its rules or policies in a manner that would raise substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such

provision of this Agreement with a view toward assuring compliance with all then existing FCC rules and written policies that may be applicable, while attempting to preserve, as closely as possible, the intent of the parties as embodied in the provision of this Agreement that is to be so modified.

10.10. No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between Telemundo and SERESTAR.

10.11. Arbitration of Disputes. This section concerns the resolution of any controversies or claims between or among the parties hereto arising under this Agreement or any renewals, extensions or modifications thereof. At the request of any party to this Agreement, any such controversies or claims shall be settled by arbitration in New York City in accordance with the laws of the State of New York for agreements made in and to be performed in that State and with the provisions of this Section 10.11. This section does not limit the right of either party to: (i) exercise any self-help remedies provided for herein; or (ii) file an action in a court of law, before, during, or after the arbitration proceeding to obtain a provisional or interim remedy, and/or any ancillary, additional or supplementary remedy.

(a) Appointment of Arbitrator. Any controversy between the parties regarding the construction or application of this Agreement, and any claim arising out of this Agreement or its breach, shall be submitted to confidential arbitration before a single arbitrator upon the written request of one party after service of that request on the other party. The parties shall jointly agree on the appointment of a single arbitrator, provided, however, that in the event they are unable to agree on the appointment of a single arbitrator, either party may petition the Supreme Court of the State of New York to appoint the arbitrator.

(b) Application of JAMS Arbitration Rules. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Notwithstanding the foregoing, neither party will be entitled to full discovery pursuant to the Federal Rules of Evidence. For purposes of the application of the statute of limitations, the filing of an arbitration pursuant to this paragraph is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this paragraph is subject to any applicable statute of limitations. The arbitrator will have the authority to decide whether any such claim or controversy is barred by the statute of limitations, and, if so, to dismiss the arbitration on that basis. If there is a dispute as to whether an issue is arbitrable, the arbitrator will have the authority to resolve such dispute.

(c) Enforcement. The decision that results from an arbitration proceeding may be submitted to any authorized court of law to be confirmed and enforced. The judgment upon award of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction, and each of the parties hereto unconditionally submits to the jurisdiction of such court for the purpose of any Proceeding seeking such enforcement. Subject to the provisions of applicable law, the procedure described in this Section 10.11 shall be the exclusive means of resolving

disputes arising under this Agreement and all other agreements to be executed in accordance herewith.

(d) No Waiver. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the suing party, to submit the controversy or claim to arbitration or reference if the other party contests the lawsuit.

10.12. Specific Performance. In the event that any party is in material breach of this Agreement, any nonbreaching party in addition to any other remedies available to such nonbreaching party, may seek specific performance of those aspects of the Agreement that are capable of being specifically performed under FCC Rules as well as damages attributable to such breach.

[The next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the day and year first above written.

TELEMUNDO OF FRESNO LLC

By: 
Name: Ann Gaulke
Title: Sr. VP Affiliate Relations

NBC TELEMUNDO LICENSE LLC

By: 
Name: Ann Gaulke
Title: Sr. VP Affiliate Relations

TELEMUNDO NETWORK GROUP LLC

By: 
Name: Ann Gaulke
Title: Sr. VP Affiliate Relations

TELEMUNDO COMMUNICATIONS
GROUP LLC

By: 
Name: Ann Gaulke
Title: Sr. VP Affiliate Relations

SERESTAR COMMUNICATIONS
CORPORATION

By: 
Name: Philip C. Wilkinson
Title: president/CEO

DEFINITIONS

- “Act” has the meaning set forth in Section 1.1 hereto.
- “Affiliation Agreement” has the meaning set forth in the recitals hereto.
- “Broadcast Cash Flow” has the meaning set forth in Section 4.2 hereof.
- “Claimant” has the meaning set forth in Section 7.4(a) hereof.
- “Consideration” has the meaning set forth in Section 2.4 hereof.
- “Damages” has the meaning set forth in Section 7.1 hereto.
- “DMA” has the meaning set forth in the recitals hereto.
- “FCC” has the meaning set forth in the recitals hereto.
- “FCC Rules” has the meaning set forth in Section 1.1 hereof.
- “Fee” has the meaning set forth in Section 4.1 hereof.
- “Indemnifying Party” has the meaning set forth in Section 7.4(a) hereof.
- “Initial Term” has the meaning set forth in Section 3.1 hereof.
- “Individual Expenses” has the meaning set forth in Section 4.4 hereof.
- “Telemundo” has the meaning set forth in the recitals hereof.
- “the Telemundo Basket” has the meaning set forth in Section 7.3(b) hereof.
- “Net Revenues” has the meaning set forth in Section 4.2 hereof.
- “Network” has the meaning set forth in the recitals hereto.
- “Rep Commission” has the meaning set forth in Section 2.6 hereof.
- “Taxes” has the meaning set forth in Section 10.5 hereof.
- “SERESTAR” has the meaning set forth in the recitals hereto.
- “SERESTAR Basket” has the meaning set forth in Section 7.3(a) hereof.
- “SERESTAR Hours” has the meaning set forth in Section 1.1 hereof.
- “SERESTAR Program Distribution Costs” has the meaning set forth in Section 5.6 hereof.
- “SERESTAR Programming” has the meaning set forth in Section 1.1 hereof.

“SERESTAR Share” has the meaning set forth in Attachment I hereof.

- b. The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
 - c. The exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field;
 - d. The ownership or operation of one or more radio or television stations;
 - e. The wholesale or retail sale of records intended for public purchase;
 - f. Advertising on Station or any other station owned by its licensee (excluding nominal stockholdings in publicly owned companies).
8. The facts and circumstances relating to such interest are none as follows

Affiant

Subscribed and sworn to before me
this ____ day of _____, 19__.

Notary Public

My Commission expires: _____/

**ATTACHMENTS CONTAINING
FINANCIAL AND/OR PROPRIETARY INFORMATION
HAVE BEEN OMITTED**