

MULTICAST TIME BROKERAGE AGREEMENT

This Multicast Time Brokerage Agreement (this "Agreement") is made as of the 12th day of May 2021, by and between Georgia Television, LLC ("WSB") and Korean American TV Broadcasting Corporation ("WKTB TELEMUNDO").

Recitals

WHEREAS, WKTB owns and operates Class A television station WKTB -CD, Norcross, Georgia (FIN 35418) ("WKTB"), an affiliate of the Telemundo Spanish language programming network; and

WHEREAS, WSB owns and operates WSB(TV), Atlanta, Georgia (FIN 23960) (the "Station"); and

WHEREAS, WSB desires to broadcast the Telemundo-affiliated program stream of WKTB over a portion of the Station's digital broadcast signal, all in accordance with the terms and conditions of this Agreement and all applicable federal, state, and local laws, regulations and policies, including the rules, policies and decisions of the Federal Communications Commission ("FCC") (collectively "Law").

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration the receipt and sufficiency of which are hereby specifically acknowledged, the parties agree as follows:

Agreement

1. **SUB-CHANNEL USE.**

1.1 **Broadcast of Programming.** Subject to WSB's preemption rights in Section 2, WKTB TELEMUNDO shall provide the Telemundo-affiliated program stream of WKTB to the Station complete with commercial matter, public service announcements, and other suitable programming for [REDACTED] a day, [REDACTED] week (the "Programming"); provided that, if and to the extent determined by WSB to be required for compliance with Law, WSB may, upon prior notice to WKTB TELEMUNDO, supply up to [REDACTED] of programming per week at a mutually agreeable time between the hours of 6:00 am and 9:00 am on [REDACTED] weekday or weekend day selected by WSB during which time the Station may broadcast original programming produced by WSB responsive to issues of public importance identified by WSB in lieu of the Programming. Beginning on June 1, 2021 (the "Commencement Date"), WKTB shall deliver at WKTB TELEMUNDO's expense the Programming from its transmission facility to the Station at its studio in Atlanta, Georgia. Simultaneously, WSB shall cause the Programming to be broadcast on a standard definition digital program transport stream in the Station's television broadcast signal (i) identified by PSIP Major/Minor channel number combination 47.1 and (ii) comprising at least 2.0 Mb/s of bandwidth in the Station's digital broadcast signal. WSB will make commercially reasonable efforts to increase the bandwidth dedicated to the Programming during marquee sporting events on Telemundo such as the Olympics and the World Cup.

1.2 **Consideration.** WKTB TELEMUNDO shall pay a monthly fee to WSB in return for the broadcast of the Programming on the Station as set forth in **Schedule 1.2** hereto.

1.3 **Term.** This Agreement shall commence on the Commencement Date and shall continue through June 30, 2024 unless earlier terminated pursuant to the provisions on this Agreement.

2. **PROGRAMMING AND OPERATING STANDARDS AND PRACTICES.**

2.1 **Standards.** At all times during the term of this Agreement, WKTB TELEMUNDO, WKTB, WSB, and the Station shall comply in all material respects with all applicable Laws material to such parties' performance of this Agreement. All Programming supplied by WKTB TELEMUNDO during the term of this Agreement shall be in accordance with Law and the programming policies (the "Policy Statement") set forth on **Schedule 2.1**. Prior to the Commencement Date, WKTB TELEMUNDO shall provide WSB with a written description and visual samples of the Programming for WSB approval, which approval shall not be denied or withheld unreasonably. The Programming shall comply with all Law applicable at the time the Programming is delivered., including, without limitation, Law governing commercial limits in children's programming, children's educational programming, and closed captioning. Without limiting the foregoing, WKTB TELEMUNDO agrees that it will broadcast at least [REDACTED] hours of programming that meets the FCC's definition of children's educational programming during each week of the Term and that it will not broadcast any advertising within programs originally designed for children aged 12 years and under in excess of the amounts permitted under FCC regulations and will take all steps necessary to pre-screen children's programming broadcast during the hours it is providing such programming, to establish that advertising is not being broadcast in excess of FCC regulations. WKTB TELEMUNDO further agrees that it will supply (i) all programming necessary to comply with any children's educational programming requirements; (ii) hourly station identification announcements; and (iii) closed captioning and or video description, in all cases, as required by Law. In addition, none of the Programming (including, without limitation, any advertising or promotional materials) will contain any material that, in any material respect, is obscene or indecent; will libel, slander or defame any person; or will violate, infringe upon or give rise to any adverse claim with respect to any contract right, common law right or any other right of any person or entity (including, without limitation, any copyright, trademark, literary or dramatic right, music synchronization or performance right, right of privacy or publicity); violate any law; or cause WSB or the Station to violate any Law.

2.2 **Compliance with Standards.** Within [REDACTED] after the end of each calendar quarter, WKTB TELEMUNDO shall provide WSB with reasonably detailed certifications attesting to WKTB's full compliance with the terms of this Section 2 in the form of **Exhibit A** or another form reasonably acceptable to and approved in advance by WSB. WSB reserves the right to refuse to broadcast any Programming containing matter that violates any Law, the Policy Statement or the other requirements of this Agreement. If WKTB TELEMUNDO does not adhere to the requirements of this Section 2, WSB or the Station may delete any specific program that is not in compliance prior to broadcast on the Station.

2.3 Preemption. Prior to broadcast, WSB or the Station may, from time to time, but shall have no obligation inuring to the benefit of WKTB TELEMUNDO to, preempt portions of the Programming that are contrary to the public interest or to broadcast emergency information, Emergency Alert Service announcements or program material that in the judgment of WSB or the Station is of greater national or local importance than the Programming. WSB represents and covenants that preemption shall occur only to the extent WSB or the Station deems preemption necessary to carry out its obligations as an FCC licensee or under Law and expressly agrees that its right of preemption shall not be exercised in an arbitrary manner or solely for the commercial advantage of WSB or others. In the event that WSB is in material violation of its obligations under this Section 2.3, WKTB TELEMUNDO shall be entitled at its sole option to terminate this Agreement without further obligation to WSB and to pursue all other legal remedies available to it that are consistent with Law.

2.4 Rights in Programs; Retransmission. All right, title and interest in and to the Programming, and the right to authorize the use of the Programming in any manner and in any media whatsoever, shall be and remain vested at all times solely in WKTB TELEMUNDO. WKTB TELEMUNDO represents and warrants to WSB that it has full authority to provide the Programming and covenants that it shall not broadcast any material in violation of the Copyright Act. All music used by WKTB TELEMUNDO or WKTB shall be (i) licensed by ASCAP, SESAC, or BMI; (ii) in the public domain; or (iii) cleared at the source by WKTB TELEMUNDO. Without limiting WKTB TELEMUNDO's foregoing obligations, WSB will maintain ASCAP, BMI, and SESAC licenses as necessary. The right to use the Programming and to authorize its use in any manner shall be and remain vested in WKTB TELEMUNDO. Notwithstanding anything to the contrary, WSB has no obligation to seek any agreement with any cable, satellite, or other multichannel video programming distributor for the retransmission of the Programming.

2.5 Political Broadcasts. WKTB TELEMUNDO shall consult and cooperate with WSB and adhere to all applicable Law with respect to the broadcast of political advertisements and programming (including, without limitation, the rights of candidates to "equal opportunities") and the charges permitted therefor. As between the parties, WKTB TELEMUNDO will have sole responsibility for ensuring that its sale and broadcast of political programming and advertising, and its record-keeping regarding same, complies with the rules, regulations, and policies of the FCC, as announced from time to time, and any other applicable Law. WKTB TELEMUNDO shall maintain and promptly deliver to WSB all records, information, and documentation required by the FCC to be placed in the online public inspection file of the Station or as WSB may reasonably request pertaining to the broadcast of political programming and advertisements. All records, information and documentation for the online public inspection file shall be delivered via email from WKTB TELEMUNDO to the person or persons designated by WSB no later than one business day from when such records, information or documentation are received, produced or prepared by WKTB TELEMUNDO.

2.6 Handling of Communications. WKTB TELEMUNDO and WSB shall cooperate in promptly responding to all mail, facsimiles, email messages, and telephone calls directed to the Station in connection with the Programming broadcast by the Station or any other matter relevant to the parties' responsibilities hereunder. WKTB TELEMUNDO shall provide to WSB copies of all correspondence that it receives, including any letters from the public containing

complaints concerning the Programming, and WSB shall provide to WKTB Telemundo copies of all such correspondence that it or the Station receives. Promptly upon receipt, WKTB TELEMUNDO shall advise WSB, and WSB shall advise WKTB TELEMUNDO, of any public or FCC complaint or inquiry known to WKTB TELEMUNDO or WSB, respectively, concerning the Programming. Upon WSB's request, WKTB TELEMUNDO shall insert into the Programming material that is responsive to such complaints and inquiries.

2.7 **“Payola” and “Plugola”.** WKTB TELEMUNDO agrees that it will take steps, including the periodic execution of affidavits, reasonably designed to ensure that neither it nor its employees or agents, nor WKTB nor its employees or agents, will accept any gift, gratuity or other consideration, directly or indirectly, from any person or company for the presentation of any of the Programming or the broadcast of any commercial announcement over the Station without such broadcast being announced as sponsored in accordance with all applicable Law. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in the Programming to any business venture, profit-making activity or other interest (other than non-commercial announcements for bona fide charities, church activities or other public service activities) without such broadcast being announced as sponsored.

2.8 **Advertising.** WKTB TELEMUNDO shall be solely responsible for any expenses incurred in connection with and shall be entitled to all revenue produced on, from or as a result of the Sub-Channel or Programming, including without limitation from the sale of advertising or program time within the Programming that is broadcast on or after the Commencement Date.

3. **EMPLOYEES, EXPENSES, AND OPERATIONS.**

3.1 **Operation of Station.** Notwithstanding any provision of this Agreement to the contrary, WSB shall retain ultimate authority and power with respect to the operation of the Station. The parties agree and acknowledge that WSB's ultimate control of the Station is an essential element of the continuing validity and legality of this Agreement. Accordingly, WSB shall retain full authority and control over the policies, finances, personnel, programming and operations of the Station, including, without limitation, the decision whether to preempt programming in accordance with Section 2 hereof. Without in any way limiting WKTB TELEMUNDO's obligations under this Agreement, WSB shall have full responsibility to ensure the Station's compliance with the Communications Act of 1934, as amended, and with FCC rules, regulations and policies, including, without limitation, the FCC's political programming rules.

3.2 **WKTB TELEMUNDO's Employees.** WKTB TELEMUNDO and/or WKTB shall employ and be responsible for the payment of salaries, taxes, insurance and all other costs related to all personnel used in the production of the Programming. Neither WSB nor the Station shall incur any liability on account of WKTB TELEMUNDO's or WKTB's employees or independent contractors. WSB shall have no authority over and shall not supervise persons in the employ of WKTB TELEMUNDO or WKTB.

3.3 **WSB's Employees.** WSB and/or the Station shall employ and be responsible for the payment of salaries, taxes, insurance, and all other costs related to WSB's and/or the Station's employees and independent contractors. Neither WKTB TELEMUNDO nor WKTB shall incur

any liability on account of WSB's or the Station's employees or independent contractors. WKTB shall have no authority over and shall not supervise persons in the employ of WSB or the Station.

3.4 WKTB TELEMUNDO's Expenses. WKTB TELEMUNDO shall pay for all costs associated with the production and broadcast of the Programming, including but not limited to, (i) all ASCAP, BMI, SESAC and other copyright fees associated with delivery and broadcast of the Programming, (ii) any expenses incurred in connection with its sale of advertising time hereunder (including without limitation sales commissions) in connection with the Programming, and (iii) the salaries, taxes, insurance, and related costs for all personnel used in the production of the Programming and all sales personnel (including salespeople, traffic personnel, and programming staff).

3.5 Operating Expenses. WSB shall be responsible for the payment when due of all fees and expenses relating to the operation and maintenance of the Station as necessary to maintain the licensed transmitting capability of the Station and to fulfill its obligations as an FCC licensee (the "Operating Expenses").

3.6 Technical Equipment. WKTB TELEMUNDO and WSB shall cooperate in good faith in identifying and selecting any additional equipment (not already in use at the Station) that may be necessary to deliver, receive, insert, and/or broadcast the Programming (the "Equipment"). WKTB TELEMUNDO shall be responsible for all costs of acquiring and delivering the Equipment. WSB or the Station shall install the Equipment in consultation with WKTB TELEMUNDO, and WSB and the Station shall be responsible for day-to-day maintenance of the Equipment. WKTB TELEMUNDO shall be responsible for any third-party installation costs and any maintenance costs that require outside expertise. In addition, WKTB TELEMUNDO shall be responsible for purchasing any replacement Equipment.

3.7 Cooperation; Monitoring; System Failure. WSB's or the Station's engineers and WKTB TELEMUNDO's or WKTB's engineers shall consult on a reasonably frequent and prompt basis with respect to the transmission of the Programming by WKTB and reception and broadcast by the Station. In the event that the Station is unable to broadcast the Programming for any reason, Station shall (i) immediately notify WKTB TELEMUNDO or WKTB thereof; and (ii) use its diligent efforts and work collaboratively with WKTB TELEMUNDO and/or WKTB to diagnose and remedy, in accordance with good engineering practices, as promptly as practicable, the error, damage or defect causing such problem.

4. INDEMNIFICATION.

4.1 Indemnification Rights. Each party will indemnify and hold harmless the other party, and the shareholders, members, employees, agents, and affiliates of such other party, from and against any and all liability, including, without limitation, reasonable attorneys' fees arising out of or incident to (i) any breach by such party of a representation, warranty, or covenant made herein, (ii) the programming produced or furnished by such party hereunder, or (iii) the conduct of such party, its employees, contractors, or agents (including negligence) in performing its or their obligations hereunder. Without limiting the generality of the foregoing, each party will indemnify and hold harmless the other party, and the partners, employees, agents, and affiliates

of such other party, from and against any and all liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming produced or furnished by it hereunder. WKTB TELEMUNDO shall indemnify WSB for any damages, loss, liability or expense resulting from WKTB TELEMUNDO's or WKTB's failure to adhere to the Program Policy Statement and from any losses, forfeitures or fines resulting from the Station's broadcast of any Programming that violates Law, including applicable FCC rules and regulations. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement.

4.2 Procedures. If any claim (or proceeding relating thereto) by a person or entity not a party to this Agreement that is covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification (the "Indemnified Party") shall give written notice thereof to the other party (or parties) (the "Indemnitor") pursuant to the notice provisions set forth in Section 4.2 promptly after the Indemnified Party learns of the existence of such claim or proceeding; provided, however, that the Indemnified Party's failure to give the Indemnitor prompt notice shall not bar the Indemnified Party's right to indemnification unless such failure has materially prejudiced the Indemnitor's ability to defend the claim or proceeding. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such claim or proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor shall not have the right to control the defense of any such claim or proceeding unless it has acknowledged in writing its obligation to indemnify the Indemnified Party fully from all liabilities incurred as a result of such claim or proceeding; further provided that (i) the Indemnitor shall not affect any settlement relating to any such claim or proceeding unless such settlement includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject of such claim or proceeding and (ii) the Indemnitor may not contractually bind any Indemnified Party without the written consent of the Indemnified Party. The parties will fully cooperate in any such action and shall make available to each other any books or records useful for the defense of any such claim or proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such claim or proceeding within [REDACTED] after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor, in any way in which the Indemnified Party deems to be in its best interest.

4.3 Insurance. WKTB TELEMUNDO shall, at WKTB TELEMUNDO's expense, maintain insurance policies that cover its and WKTB's activities under this Agreement and those of its and WKTB's employees, agents and representatives, including, but not limited to, media liability covering liability arising out of the Programming, including invasion of privacy, slander, infringement of copyright, trademark, and so forth as well as other errors and omissions in the amount of at least [REDACTED] per loss, comprehensive general liability insurance, including contractual liability, premises-completed operations liability and personal/advertising injury coverages in an amount of no less than [REDACTED] per occurrence, with aggregate limits of no less than [REDACTED] workers compensation/employers liability insurance covering WKTB TELEMUNDO and WKTB employees and agents who may visit WSB's or the Station's premises as needed. WKTB TELEMUNDO shall name WSB as an additional insured with

respect to such insurance policies. WKTB TELEMUNDO shall provide WSB with [REDACTED] prior notice of any cancellation of the above insurance. WKTB TELEMUNDO shall furnish WSB with a certificate of insurance showing the above insurance coverage. If the nature of the Programming changes during the Term and WSB determines that a greater risk of damages is involved, WSB may require that WKTB TELEMUNDO maintain higher amounts of insurance coverage.

5. DEFAULT.

5.1 **Events of Default.** The following, after the expiration of the applicable cure periods specified in Section 5.2, shall constitute Events of Default under this Agreement:

(a) **Default in Covenants.** WKTB TELEMUNDO's or WSB's material default in the observance or performance of any covenant, condition, or agreement contained herein; or

(b) **Breach of Representation or Warranty.** WKTB TELEMUNDO's or WSB's material breach of any representation or warranty made by it herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

5.2 **Cure Periods.** Unless provided otherwise in this Agreement, an Event of Default shall not be deemed to have occurred until [REDACTED] after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, and such event has not been cured within such time period.

6. TERMINATION.

This Agreement shall automatically terminate upon the expiration of the term of this Agreement as set forth in Section 1.3. In addition, this Agreement shall terminate as provided below.

6.1 **Termination Upon Default, Change in FCC Rules/Policies, Station Sale.** In addition to other remedies available to the parties hereto at law or equity, and in addition to other provisions providing for termination herein, this Agreement may be terminated as set forth below by either WSB or WKTB TELEMUNDO by written notice to the other if the party seeking to terminate is not then in material default or breach hereof, upon (i) an uncured Event of Default or (ii) a change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is final, in effect and has not been stayed, and the parties are unable, after negotiating in good faith for at least [REDACTED] to modify this Agreement to comply with the change in FCC rules, policies or precedent. WSB may terminate, upon providing [REDACTED] notice to WKTB TELEMUNDO, this Agreement effective upon the consummation of its sale, transfer, or other disposition of all or substantially all of the ownership interests in or assets of the Station to a third party that is not under common control with WSB. In the event of a sale of WKTB, WKTB TELEMUNDO may terminate this Agreement upon providing [REDACTED] notice to WSB, with such termination becoming effective upon the consummation of such sale.

6.2 Miscellaneous Termination Matters. WSB and WKTB TELEMUNDO shall cooperate to effectuate a termination of this Agreement that will cause minimal disruption to the operation of the Station. Upon any termination of this Agreement, WSB shall have no further obligation to broadcast the Programming on the Station. Upon any termination, WKTB TELEMUNDO shall be responsible for all debts and obligations to third parties based upon the purchase of air time on the Station. Upon the termination of this Agreement, WKTB TELEMUNDO shall be responsible for collecting the accounts receivable arising from the Programming on or after the Commencement Date and prior to the termination of this Agreement. Notwithstanding anything in Section 6.1 to the contrary, no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims under Section 4 hereof or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination.

7. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES.

7.1 Representations and Warranties of WKTB TELEMUNDO. WKTB TELEMUNDO hereby represents and warrants to WSB as follows:

(a) **Organization.** WKTB TELEMUNDO is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has full power and authority to conduct its business as currently conducted.

(b) **Authorization; Enforceability.** This Agreement has been duly executed and delivered by WKTB TELEMUNDO, and is valid, binding, and enforceable against WKTB TELEMUNDO in accordance with its terms. WKTB TELEMUNDO has full right, power, authority, and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation of the transactions provided for hereby have been duly authorized by all necessary corporate action on the part of WKTB TELEMUNDO, and no other corporate or other proceedings on the part of WKTB TELEMUNDO are necessary to authorize the execution or delivery of this Agreement or the transactions contemplated hereby.

(c) **No Consent.** No consent of any other party and no consent, license, approval, or authorization of, or exemption by, or filing, restriction, or declaration with, any governmental authority, bureau, agency, or regulatory authority (other than the filing of this Agreement with the FCC, if applicable), is required in connection with the execution, delivery, or performance of this Agreement by WKTB TELEMUNDO or will affect the validity or performance of this Agreement.

(d) **No Breach.** Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in the breach of any term, condition, or provision of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance upon any property or assets of WKTB TELEMUNDO pursuant to the Articles of Incorporation or By-Laws of WKTB TELEMUNDO, any agreement or other instrument to which WKTB TELEMUNDO is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon WKTB TELEMUNDO.

(e) **Actions and Proceedings.** There is no judgment outstanding and no litigation, claim, investigation, or proceeding pending against WKTB TELEMUNDO or, to the knowledge of WKTB TELEMUNDO, threatened before any court or governmental agency to restrain or prohibit, or to obtain damages, or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby or that might adversely affect WKTB TELEMUNDO's performance under this Agreement.

7.2 Representations, Warranties and Covenants of WSB. WSB hereby represents, warrants and covenants to WKTB as follows:

(a) **Organization; Qualification.** WSB is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) **Authorization; Enforceability.** This Agreement has been duly executed and delivered by WSB, and is valid, binding, and enforceable against WSB in accordance with its terms. WSB has full right, power, authority, and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for hereby have been duly authorized by all necessary action on the part of WSB, and no other proceedings on the part of WSB are necessary to authorize the execution or delivery of this Agreement or the transactions contemplated hereby.

(c) **No Consent.** No consent, license, approval, or authorization of, or exemption by, or filing, restriction, or declaration with, any governmental authority, bureau, agency, or regulatory authority, other than the filing of this Agreement with the FCC, is required in connection with the execution, delivery, or performance of this Agreement by WSB or will affect the validity or enforceability of this Agreement.

(d) **No Breach.** Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in the breach of any term, condition, or provision of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance upon any property or assets of WSB pursuant to the agreement or other instrument to which WSB is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon WSB.

(e) **Actions and Proceedings.** There is no judgment outstanding and no litigation, claim, investigation, or proceeding pending against WSB or, to the knowledge of WSB, threatened before any court or governmental agency to restrain or prohibit, or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

8. MISCELLANEOUS.

8.1 Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

8.2 No Waiver; Remedies Cumulative. No failure or delay on the part of WSB or WKTB TELEMUNDO in exercising any right or power hereunder shall operate as a waiver thereof, nor any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of WSB and WKTB TELEMUNDO herein provided are cumulative and are not exclusive of any rights or remedies which they may otherwise have.

8.3 Governing Law; Venue. This Agreement and all matters relating to this Agreement shall be construed and controlled by the laws of the State of Georgia as applied to agreements executed and performed entirely in Georgia by Georgia residents, without reference to its conflict of law principles. Any legal proceedings brought to resolve any dispute arising out of this Agreement, other than those brought at the FCC, shall be commenced in the appropriate state or federal court district in the State of Georgia, and the parties hereby submit to the exercise of personal jurisdiction over them by such courts and irrevocably waive any objection that they may now or hereafter have to the venue of any such proceeding brought in such court.

8.4 Construction. The Section headings of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement. As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine, where the context so permits.

8.5 Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, except to any corporation, partnership, or other business entity that controls, is controlled by, or is under common control with the assigning party; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8.6 Force Majeure. Each party acknowledges and agrees that a party will not be liable for any failure to timely perform any of its obligations under this Agreement if such failure is due, in whole or in part, directly or indirectly, to fires, floods, governmental actions, war, civil disturbances, other causes beyond such party's control or any other occurrence which would generally be considered an event of force majeure.

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

8.8 Notices. Any notices required by this Agreement shall be in writing and shall be deemed delivered to the appropriate address listed below. Notices shall be deemed given when personally delivered, or if mailed by certified or registered mail, when the United States Postal Service confirms receipt, or if faxed, when such fax delivery is confirmed via telephone, or if sent courier or express mail service, when such courier or express mail service confirms delivery.

If to WKTB TELEMUNDO:

Capital Media Group/Telemundo Atlanta
Attention: Susan Oh
[REDACTED] River Green Pkwy.,
Duluth, GA 30096

Telephone: (770) 497-0076
Email: susan.oh@telemundoatlanta.com

If to WSB:

Georgia Television, LLC (WSBTV)
Attention: General Manager
[REDACTED] W. Peachtree Street., N.E.
Atlanta, GA 30309

Telephone: (404) 897-7000
Email: Ray.Carter@cmg.com

Either party may change its address for notices by notice to such effect to the other party.

8.9 Entire Agreement. This Agreement (including all attachments, exhibits and schedules) embodies the entire agreement between the parties with respect to the matters contained herein and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter herein.

8.10 Severability. Except as expressly set forth in Section 8.13, if any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect by any court or other authority, then such provision shall be deemed limited to the extent that such court or other authority deems it reasonable and enforceable, and as so limited shall remain in full force and effect. In the event that such court or other authority shall deem any such provision wholly unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

8.11 No Joint Venture. The parties agree that nothing herein shall constitute a joint venture between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

8.12 Noninterference. During the term of this Agreement, neither party nor any of its employees shall take any actions that might impair the operations of the other party, except to the extent expressly contemplated by this Agreement or as otherwise required by law or if wholly unrelated to the duties of each party as set forth in this Agreement.

8.13 Regulatory Changes. In the event of any order or decree of an administrative agency or court of competent jurisdiction, including without limitation any material change or clarification in FCC rules, policies, or precedent, that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed, the parties will use their respective best efforts and negotiate in good faith to modify this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to either party, and this Agreement, as so modified, shall then continue in full force and effect. In the event that the parties are unable to agree upon a modification of this Agreement so as to cause it to comply with such order or decree without

material economic detriment to either party, then this Agreement shall be terminated consistent with Section 6 of this Agreement.

8.14 Publicity. Neither WKTB TELEMUNDO nor WSB shall disclose to any third party (other than each party's respective employees, in their capacity as such, its auditors and its attorneys provided that said persons comply with the confidentiality obligations of this Section), any information with respect to the terms and provisions of this Agreement, except: (a) to the extent necessary to comply with applicable law or the valid order of an administrative agency or a court of competent jurisdiction, in which event the party making such disclosure shall so notify the other as promptly as practicable (and, if possible, prior to making such disclosure) and shall seek confidential treatment of such information; (b) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, or potential investors; (c) in order to enforce its rights pursuant to this Agreement; and (d) if mutually agreed by WKTB TELEMUNDO and WSB in advance and in writing. Neither party shall issue any press release concerning this agreement without the consent and approval of the other party. Notwithstanding anything herein to the contrary, to the extent a party determines in its reasonable discretion that it (i) must place this Agreement in its public inspection file of the Station or WKTB, (ii) must file the Agreement with the FCC, or (iii) must disclose the existence of this Agreement to its network, nothing in this Section shall prevent such party from doing so; provided that such party shall redact Schedule 1.2 from any version of this Agreement placed in its public inspection file or filed with the FCC.

8.15 Certifications. WSB hereby certifies that it shall maintain ultimate control over the Station's facilities, including, specifically, control over the Station's finances, personnel and programming.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
NEXT PAGE IS SIGNATURE PAGE.*

IN WITNESS WHEREOF, this Multicast Time Brokerage Agreement has been executed as of the date first written above.

WKTB TELEMUNDO:

Korean American TV Broadcasting Corporation

WSB:

Georgia Television, LLC

By: _____

Name:

Title:

By: _____

Name:

Title:









