

AMENDED AND RESTATED ADMINISTRATIVE SERVICES AGREEMENT

This Amended and Restated Administrative Services Agreement (this “Agreement”) is entered into effective as of [REDACTED] by and between LATV, LLC, a Delaware limited Liability company (“LATV”), and KVMD TV, LLC, a Delaware limited liability company (“KVMD”) [REDACTED] with reference to the following facts:

RECITALS

A. LATV and KVMD are parties to that certain Administrative Services Agreement dated [REDACTED] as amended by that certain Amendment to Administrative Services Agreement (the “Amendment”) [REDACTED] (as amended, the “Original Agreement”), pursuant to which LATV provides, among other things, certain broadcasting and administrative services, office space and equipment required by KVMD in the regular course of business (collectively, the “Services”) to KVMD [REDACTED]

B. LATV [REDACTED] certain premises located at 2323 Corinth Avenue, Los Angeles, California 90064 consisting of the building(s), parking area(s), and any other land or improvements surrounding the building (the “Premises”), [REDACTED]

C. Since the effective date of the Original Agreement, the Services provided to KVMD by LATV have substantially expanded in scope, including KVMD’s subletting of certain office space in the Premises consisting of approximately [REDACTED] (the “KVMD Premises”) and the use of certain technical signal origination and transmission equipment and, as such, the parties agreed to increase the consideration paid therefor [REDACTED]

F. In light of the foregoing, the parties hereto desire to amend and restate the Original Agreement in its entirety to more accurately detail the services to be provided by LATV and the consideration to be paid by KVMD.

NOW, THEREFORE, in consideration of the premises and of the terms and conditions hereinafter set forth, the parties hereto mutually agree to amend and restate the Original Agreement as follows:

1. **Description of Services.** LATv hereby agrees to provide KVMD the following Services:

[REDACTED]

[REDACTED]

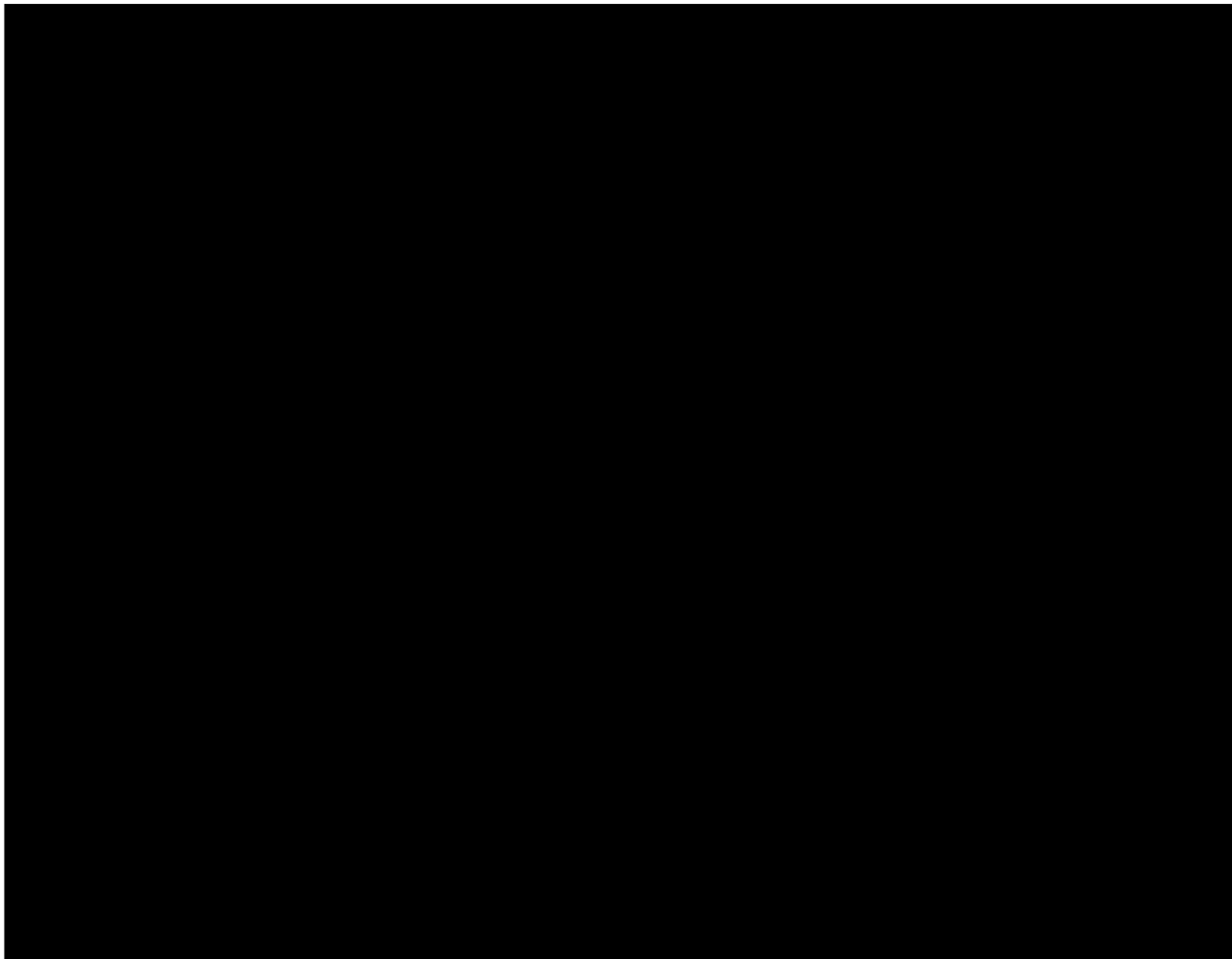
[REDACTED]

2. **Use of the Premises; Technical and Studio Facilities** [REDACTED]

[REDACTED]

2.2 **Use of Studio Facilities and Stage.** [REDACTED]

[REDACTED] LATV shall provide KVMD with



3. **Consideration; Payments.**

3.1 In consideration for the Services to be rendered to KVMD hereunder, effective as
[redacted] In addition, in consideration for

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[REDACTED]

[REDACTED]

[REDACTED]

4. **Term.** The term of this Agreement shall commence on the date LATV began providing the Services and shall continue in full force and effect for [REDACTED] (as the same may be extended, the “Term”). Thereafter, the Term shall automatically renew for [REDACTED]

[REDACTED]

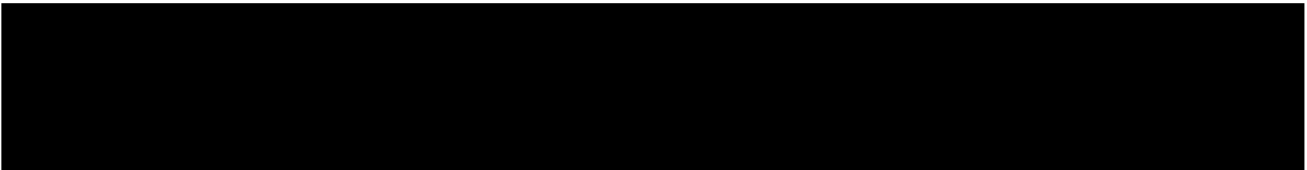
[REDACTED]

[REDACTED]

5.2 LATV shall use reasonable efforts to provide the Services with substantially the same degree of care as it employs in making the same services available for its own operations;

[REDACTED]

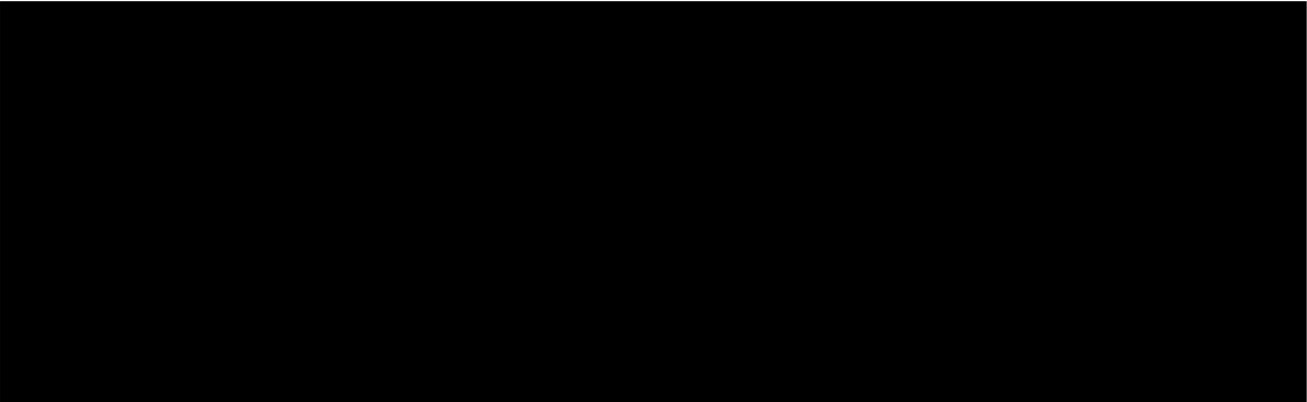
[REDACTED]



6. **Insurance.** KVMD shall, at all times during the term of this Agreement, and at its own cost and expense, procure and continue in force insurance Commercial General Liability Insurance in the amount reasonably acceptable to LATV.


7. **Acknowledgement; Representations and Warranties.**


7.1 **Acknowledgement.** LATV hereby acknowledges and agrees that the this Agreement shall not in any way limit or preclude KVMD from performing any such Services itself or engaging third parties to do the same, as KVMD shall at all times have the right to control, in its sole and absolute discretion, what Services it requires and how best to obtain such the same.



8. **Separate Identity of KVMD.** KVMD desires to remain at all times a separate company. Given the foregoing, (i) all business records, reports and files prepared or maintained by LATV for KVMD shall remain the sole and exclusive records of KVMD and KVMD shall be entitled to their return at any time upon request; (ii) all of KVMD's funds, accounts receivable or other property shall at all times be clearly and distinctly maintained as KVMD's separate and distinct property and shall not be combined or commingled with the property of LATV; and (iii) LATV shall have no authority hereunder to enter into contracts on behalf of, or otherwise legally bind, KVMD. Although LATV shall make recommendations to KVMD hereunder, all decisions whether to accept or reject the advice of LATV are up to KVMD's sole and absolute discretion.

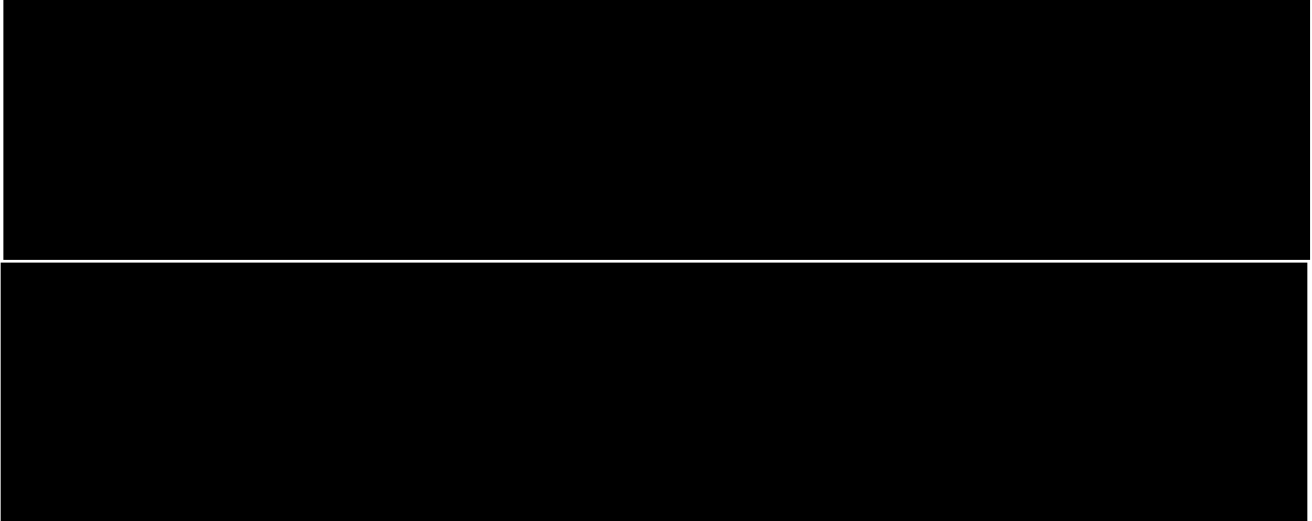
9. **No Third Party Beneficiaries.**



 nothing in this Agreement, expressed or implied, is intended to confer upon any person (including, without limitation, any employee) other than the parties hereto and their respective successors and permitted assigns any right, remedy, obligation or liability under or by reason of this Agreement.

10. **Independent Contractor.** The parties hereto are at all times acting and performing hereunder as independent contractors, and not as agents or employees of one another. The sole function of LATV hereunder is to provide the Services in a competent, efficient and satisfactory manner. LATV shall not, by entering into and performing its obligations under this Agreement, become liable for any of the obligations, liabilities, debts or losses of KVMD unless otherwise

specifically provided for under the terms of this Agreement. KVMD shall not, by entering into and performing its obligations under this Agreement, become liable for any of the obligations, liabilities, debts or losses of LATV unless otherwise specifically provided for under the terms of this Agreement. LATV will, in its service role, have only an obligation to exercise reasonable care in the performance of the Services. Neither party is authorized to assume or create any obligation or responsibility on behalf of or in the name of the other party.



13. **Severability.** Should there be any conflict between any provisions hereof and any present or future statute, law, ordinance, regulation, or other pronouncement having the force of law, the latter shall prevail, but the provision of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remaining provisions of this Agreement shall remain in full force and effect.

14. **Governing Law; Arbitration.** This Agreement and the rights and obligations of the parties set forth herein shall be governed by, construed and interpreted in accordance with the internal laws of the State of California. Any dispute arising out of this Agreement, including the making of this Agreement, shall be submitted to arbitration before and pursuant to the international rules of the American Arbitration Association in Los Angeles, California, which rules are deemed to be incorporated herein by reference. The arbitration shall be conducted in English. Judgment on any award by the arbitrator(s) may be filed in the highest court having jurisdiction thereof. Unless the arbitrators(s) decide otherwise, the parties shall share the fees of the arbitrator(s) and pay their own legal fees and costs relating to the arbitration.

15. **Counterparts.** This Agreement may be executed in several counterparts, each of which may be signed and transmitted via facsimile with the same validity as if it were an ink-signed document.

16. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements and understandings with respect hereto, including, without limitation, the Original Agreement.

17. **Attorneys' Fees.** In the event of any action or proceeding (including, without limitation, arbitration) brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and attorneys' fees.

18. **Modification.** This Agreement may be modified, amended, superseded, or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the party or parties to be bound by any such modification, amendment, cancellation, or waiver.

19. **Waiver.** The waiver by either of the parties, express and implied, of any right under this Agreement or any failure to perform under this Agreement by the other party, shall not constitute or be deemed as a waiver of any other right under this Agreement or any other failure to perform under this Agreement by the other party, whether of a similar or dissimilar nature.

20. **Notices.** Any notice, demand or request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally, sent by facsimile, or sent prepaid, first-class mail, certified, return-receipt-requested. Any such writing mailed shall be addressed to LATV at the address where the Premises are located, and if to KVMD at the address for the KVMD Premises. Either party may change its address by notifying the other of a change of address in writing pursuant to this Section. Notice shall be deemed communicated upon personal delivery or transmission by electronic facsimile of such writing or, in the case of mailing, [REDACTED] in the United States Mail.

[Remainder of Page Intentionally Left Blank]

IN WITNESS THEREOF, the undersigned parties have executed this Agreement as of the day and year first set forth above.

“LATV”

LAtv, LLC, a Delaware limited liability company

By: 
Francis Wilkinson, VP General Manager

“KVMD”

KVMD TV, LLC, a Delaware limited liability company

By: 
Ronald L. Ulloa, Manager

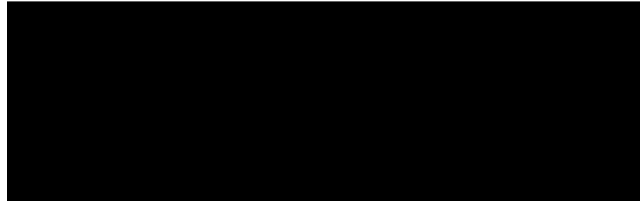
ACKNOWLEDGED AND AGREED TO SOLELY WITH RESPECT TO KVMD’S REPAYMENT OF THE ACCRUED FEES:

KXLA TV 44, Inc., a Delaware corporation

By: 
Ronald L. Ulloa, President

CONSENTED, ACKNOWLEDGED AND AGREED TO SOLELY WITH RESPECT TO THE SUBLETTING OF THE KVMD PREMISES::





[Signature Page to Amended and Restated Administrative Services Agreement]



THIRD AMENDMENT TO AMENDED AND RESTATED ADMINISTRATIVE SERVICES AGREEMENT

THIS THIRD AMENDMENT TO AMENDED AND RESTATED ADMINISTRATIVE SERVICES AGREEMENT ("This Amendment") is made and entered into effective as of the redacted redacted (the "Effective Date"), by and between Costa de Oro Media, LLC, a Delaware limited Liability company (formerly LATV, LLC) ("COSTA"), and KVMD TV, LLC, Inc., a Delaware corporation ("KVMD"), with reference to the following facts:

A. Costa and KVMD redacted are parties to that certain Amended and Restated Services Agreement dated redacted (the "ASA"), by and between LATV, LLC ("LATV") and, as of redacted Costa) and KVMD, pursuant to which Costa provides, among other things, certain broadcasting and administrative services, office space and equipment required by KVMD in the regular course of business (collectively, the "Services") to KVMD and, in consideration therefor, KVMD pays to Costa redacted

B. The ASA has previously been amended by that certain First Amendment to Amended and Restated Administrative Services Agreement, dated redacted (the "First Amendment"), and that certain Second Amendment to Amended and Restated Administrative Services Agreement, dated redacted (the "Second Amendment").

C. Costa and KVMD desire to amend the terms of the ASA all on the following terms and conditions of this Amendment.

D. All capitalized terms referred to herein shall have the same meaning provided in the ASA, except where expressly defined to the contrary herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Consideration for the Services. Section 3.1 of the Agreement is hereby amended as follows:

Commencing as of the Effective Date, KVMD shall pay redacted in consideration for the Services to be rendered to KVMD pursuant to the Agreement and the use of the KVMD Premises and technical facilities. All other terms within this Section shall remain the same.

2. Interpretation of Amendment. Except to the extent expressly set forth by the First and Second Amendments and as set forth herein, the ASA Agreement shall remain unmodified and in full force and effect in accordance with its terms.

3. Ratification. Costa and KVMD confirm that the ASA is binding on the undersigned and further ratify and approve of the ASA, except as may inconsistent with the specific terms of this Amendment, and acknowledged that the undersigned are bound thereby.

4. Choice of Law. This Amendment shall be governed, construed, applied and enforced in accordance with the laws of the State of California.

5. Multiple Counterparts. This Amendment may be executed in counterparts, which when taken together shall constitute one and the same instrument. The parties contemplate that they may be executing counterparts of this Amendment transmitted by facsimile or electronic mail shall bind the party so signing with the same effect as though the signature were an original signature.

6. Entire Agreement. This Amendment constitutes the entire agreement of Costa and KVMD with respect to the subject matter and supersedes any all oral and written agreement and understandings by and between the parties.

[Signature Page Follows Immediately]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the date first written above.

"KVMD"

KVMD TV, LLC., a Delaware limited liability company

redacted

By: _____

Ronald L. Ulloa, President

"COSTA"

COSTA DE ORO MEDIA, LLC., a Delaware limited liability company

redacted

By: _____

Walter F. Ulloa, President and Chief Executive Officer

[Signature Page to Third Amendment to Amended and Restated Administrative Services Agreement]

CONSENT, ACKNOWLEDGED BY AND
AGREED TO SOLELY WITH RESPECT TO THE
SUBLETTING AND IRREVOABLE LICENSE OF
THE KVMD PREMISES

redacted

By:

Walter F. Ulloa, Managing Member

*[Signature Page to Third Amendment to
Amended and Restated Administrative Services Agreement]*