

## MULTICAST TIME BROKERAGE AGREEMENT

This MULTICAST TIME BROKERAGE AGREEMENT (the "**Agreement**"), made as of this 24th day of June, 2021, by and between Univision Local Media Inc. and KXLN License Partnership, G.P. (collectively, "**Univision**") and NEW TANG DYNASTY ("**NTD**") a New York Corporation.

### WITNESSETH:

**WHEREAS**, Univision is the owner of substantially all of the assets used or useful for the operation of television station KXLN, Houston, Texas, (FCC Facility ID No. 53847), (the "**Station**"), including certain licenses and authorizations issued by the Federal Communications Commission ("**FCC**");

**WHEREAS**, KXLN is licensed to operate on RF channel 45 and broadcasts with multiple digital transport streams;

**WHEREAS**, NTD desires to provide programming for one of those digital transport streams and Univision desires to air such programming, in accordance with terms of this Agreement, the FCC rules and regulations and all other applicable laws;

**NOW, THEREFORE**, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

### AGREEMENTS:

In consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

## ARTICLE 1 - PROGRAMMING

**Section 1.1 NTD Programming.** During the Term of this Agreement (as defined below), NTD hereby agrees to provide and Univision agrees to transmit on "45.4" digital transport stream of the Station programming and associated advertising, promotional, and public service programming on a daily basis, as more fully described on Schedule 1.1 hereto (hereinafter "**NTD Programming**").

**Section 1.2 Origination Point.** NTD Programming shall originate from NTD's own the studios and/or another location determined by NTD, provided that NTD shall be solely responsible for the cost of relaying NTD programming from such other location to the facilities to Univision Communications 5100 Southwest Freeway, Houston, TX 77056. Delivery method more fully described on Schedule 2.1. Any change to the delivery method shall require 90 day notice and result in no incremental cost to Univision.

**Section 1.3 Preemption and Insertion.** Univision maintains the independent right to preempt or delete any NTD Programming which Univision believes to be unsatisfactory or

unsuitable or contrary to the public interest, or to substitute programming which, in Univision's opinion, is of greater local or national importance. Any programming deletion shall subject to a prior written notice to NTD with reasonable description. Univision may also insert station identification, emergency alerts and tests, weather emergency information and other information required by the FCC Rules.

**Section 1.4 Signal Strength.** Univision shall ensure that the picture resolution quality of the broadcast of NTD's Programming on the Station is, over the course of any calendar month of the Term, comparable to the picture resolution quality of other third party programming broadcast on the Station's other multicast channels, provided, however, that in no event shall the bit rate allocation be set so that the picture resolution quality of the broadcasts of the programming is at a picture resolution quality of less than 480i.

## **ARTICLE 2 - OPERATIONS**

### **Section 2.1 Compliance With FCC Regulations.**

(a) NTD covenants and agrees that it will comply with all applicable federal, state and local laws, rules and regulations (including all FCC Rules) and pertinent provisions of all contracts, permits and other agreements to which it is a party or is otherwise bound related to its performance under this Agreement, including but not limited to the Communications Act of 1934, as amended ("Communications Act"), and the requirements set forth herein. {Should match language of 3.1(a)}

(b) NTD Programming shall contain closed captioning in full compliance with FCC rules and regulations and other applicable law, NTD shall comply with all FCC rules and regulations with respect to the quality of such closed captioning, including applicable closed captioning "best practices," and NTD shall provide Univision with appropriate certifications or other documentation regarding such compliance.

(c) NTD Programming shall comply fully with any applicable FCC video-description requirements.

(d) NTD Programming will contain weekly and regularly scheduled programming that meets the definition of "core" educational and informational programming of the FCC's rules ("Children's Programming") that is sufficient to meet the requirements under FCC rules regarding educational and informational programming needs of children (as may be applicable from time-to-time) and NTD shall provide Univision with appropriate certifications or other documentation regarding such compliance..

(e) NTD Programming will comply, throughout the Term, in all respects with (A) the commercial matter limitations of the Children's Television Act of 1990, Public Law 101-437 (October 18, 1990) and the regulations of the FCC promulgated thereunder (the "Children's Programming Commercial Limitations") and NTD shall provide Univision with appropriate certifications or other documentation regarding such compliance.

(f) NTD Programming shall comply with the requirements of the Commercial Advertisement Loudness Mitigation Act (the "CALM Act") and the FCC's implementing

rules (47 C.P.R. §§ 73.682(e) and 76.607), all commercial advertisements and promos embedded in the program stream within the Service are in compliance with the loudness control practices contained in Advanced Television Systems Committee (ATSC) A/85 Recommended Practice: Techniques for Establishing and Maintaining Audio Loudness for Digital Television ("ATSC A/85 Recommended Practice"), and NTD shall provide Univision with appropriate certifications or other documentation regarding such compliance.

(g) NTD agrees that neither it nor its agents, employees, consultants or personnel will accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including a commission, discount, bonus, materials, supplies or other merchandise, services or labor (collectively, "**Consideration**"), whether or not pursuant to written contracts or agreements between NTD and merchants or advertisers, unless the person or entity paying such Consideration is identified in the program for which the Consideration was provided as having paid or furnished such Consideration in accordance with the Communications and applicable FCC Rules and NTD shall provide Univision with appropriate certifications or other documentation regarding such compliance.

(h) NTD Programming shall fully comply with all laws, rules and regulations governing political, candidate and issue advertising, and NTD shall provide Univision with any and all records of political broadcasting and political sales required to be posted to Station's public inspection file on a timely basis.

(i) NTD Programming shall not contain any profanity, indecent content or obscenity, as defined by the FCC Rules and other federal law.

(j) NTD shall cooperate with Univision to ensure that any information required from NTD to be uploaded to the Station's on-line file is provided on a timely basis.

(k) In the event that Univision receives any complaint, inquiry or notice indicating that any NTD programming content has violated any FCC regulation or other law, or any rights held by another party, then NTD shall provide Univision with a recording of that content and English language translation, as well other information necessary to respond.

## ***Section 2.2 Maintenance.***

(a) Univision shall retain operational control over the Stations and shall retain full responsibility for ensuring compliance with all FCC technical rules for Station operations.

(b) NTD may not enter into any contract, agreement or commitment for or on behalf of Univision, other than any contract or agreement for the sale of advertising during the programming broadcast on the Station during NTD Programming.

## ***Section 2.3 Additional Affirmative Covenants; Certain Regulatory Matters.***

(a) Univision covenants and agrees that it will comply with all applicable federal, state and local laws, rules and regulations (including all FCC Rules) and pertinent provisions of all contracts, permits and other agreements to which it is a party or is otherwise bound related to

the operation of the Station or its performance under this Agreement, including compliance with the requirements of the multiple-ownership rules of the FCC under the FCC Rules.

### **ARTICLE 3 - EXPENSES**

**Section 3.1** From and after the Effective Date and for the first year, in consideration of the right to air NTD Programming, NTD shall pay to Univision a monthly fee in an amount equal to [REDACTED] (the "Fee"). The Fee will be due and payable by NTD each calendar month following the Effective Date through the expiration or termination hereof (including a prorated portion of the Fee for any partial calendar month), and shall be due and payable on or before the tenth (10<sup>th</sup>) day of each calendar month for such calendar month (provided, however, that the first payment of the Fee shall be due and payable within ten (10) days following the Effective Date). A [REDACTED] monthly increase shall be added to the Fee for the second year of programming aired (\$ [REDACTED] total).

**Section 3.2 Deposit;** Thirty Three Thousand Dollars [REDACTED] USD) to be paid in form of wire transfer, Cashier's check or Irrevocable Letter of Credit (from an institution acceptable to Univision) on execution of this Agreement. The Deposit is not to constitute liquidated damages in the event Univision suffers loss or damage as a result of NTD's action. All terms and conditions hereof having been met, Deposit to be refunded to NTD within 30 days of termination.

#### **Section 3.3 Expenses.**

(a) **Music.** NTD shall obtain and maintain all music rights and licenses, including public performance (i.e., ASCAP, BMI, SESAC), master use and synchronization rights and licenses for the Station to transmit its programming as contemplated hereunder.

(b) **Insurance.** Each party shall obtain and maintain during the Term, standard errors and omissions insurance (also known as media or broadcasters' liability insurance), with reputable licensed insurance carriers and limits not less than [REDACTED] per occurrence and [REDACTED] in the aggregate. Each policy shall name the other party as an additional insured on such policy and provide a certificate of insurance evidencing same.

### **ARTICLE 4 - REVENUES**

**Section 4.1** NTD shall retain all revenues from its own advertising sales on the Stations.

### **ARTICLE 5 - TERM, TERMINATION AND REGULATORY MATTERS**

**Section 5.1 Term.** Subject to the provisions for early termination contained herein, the term of this Agreement shall commence on July 19<sup>th</sup>, 2021 (the "Effective Date") and shall

expire on July 18<sup>th</sup>, 2023 (the "**Term**"), unless terminated sooner pursuant to the provisions herein.

### ***Section 5.2 Termination.***

(a) Should either party be in breach of this Agreement for the non-performance of a material obligation, the non-breaching party may, in addition to pursuing any other remedies available at law or in equity, terminate this Agreement if such breach shall continue for a period of thirty (30) days following the receipt of written notice from the non-breaching party, which notice shall indicate the nature of such breach.

### ***Section 5.3 Renegotiation Upon FCC Action.***

(a) Should a change in FCC Rules make it necessary to obtain FCC consent for the implementation, continuation or further effectuation of any element of this Agreement, the parties hereto shall use their best efforts diligently to prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments, rulemaking comments and other related documents necessary to secure or retain FCC approval of all aspects of this Agreement. Univision and NTD shall each bear half the cost of preparation of such documents and prosecution of such actions. Notwithstanding anything in this Agreement to the contrary, it is understood that no filing shall be made with the FCC with respect to this Agreement unless each party hereto has had an opportunity to review such filing and to provide comments thereon. Each party shall use its commercially reasonable efforts to incorporate the comments (whether in whole or in part) of the other parties to any filing to be made with the FCC with respect to this Agreement.

## **ARTICLE 6 - REPRESENTATIONS AND WARRANTIES, COVENANTS**

***Section 6.1 Univision's Representations and Warranties.*** Univision represents and warrants to NTD as follows:

(a) Each of Univision Local Media Inc. and KXLN License Partnership, G.P. is duly organized, validly existing and in good standing under the laws of the State of Delaware and State of Texas, respectively, and each has full power and authority to own its property, licenses and permits, and to carry out all of the transactions contemplated by this Agreement.

(b) Univision will comply with all laws, rules and regulations governing the business, ownership and operations of the Station that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing by Univision with any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with Univision's Articles of Incorporation and By-laws, or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority.

(c) All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Univision have been duly adopted and complied with.

(d) Univision currently is the holder of all licenses and authorizations necessary to operate the Station under, and in compliance with the Communications Act and the FCC Rules (the "Licenses").

**Section 6.2 NTD's Representations and Warranties.** NTD represents and warrants to Univision as follows:

(a) NTD is a Corporation, duly organized, validly existing and in good standing under the laws of the State of Texas. NTD has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by NTD pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms hereof and thereof.

(b) The execution, delivery and performance of this Agreement has been duly authorized and approved by all necessary action of NTD and do not require any further authorization or consent of Univision. This Agreement is a legal, valid and binding agreement of NTD enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity.

(c) Neither the execution and delivery by NTD of this Agreement nor the consummation by NTD of any of the transactions contemplated hereby or thereby nor compliance by NTD with or fulfillment by NTD of the terms, conditions and provisions hereof or thereof will conflict with the organizational documents of NTD or any applicable laws to which NTD is subject or require the approval, consent, authorization or act of, or the making by NTD of any declaration, filing or registration with, any third party or any Governmental Authority or violate, conflict with, result in any breach of, or constitute a default (or an event which, with notice or lapse of time, or both, would become a default) under, give any person (including NTD) any right of termination or cancellation, any right to assert any remedy with respect to, or the right to cause the acceleration of the maturity of, any contract or agreement to which NTD is a party or by which its property is bound or cause the loss of any rights, advantages or privileges under or relating to such property or assets.

(d) There is no action, suit, proceeding or investigation pending or, to the knowledge of NTD, threatened against NTD which questions the validity of this Agreement or the right of NTD to enter into it or to consummate the transactions contemplated hereby.

(e) The execution and delivery of this Agreement by NTD, and the performance of its covenants and obligations hereunder, does not violate the multiple-ownership rules under the FCC Rules with respect to, or as a result of, any media interests attributable to NTD under such FCC Rules.

(f) NTD represents and warrants that it is not (i) a government of a foreign country, as defined under the Foreign Agents Registration Act ("FARA"); (ii) a foreign political party (as defined by FARA); (iii) registered as an agent of a government of a foreign country or a foreign political party; (iv) directly or indirectly operated, supervised, directed, owned, controlled,

financed, or subsidized by a government of a foreign country or a foreign political party; or (v) a U.S.-based foreign media outlet (as defined under the Communications Act); and, to its knowledge, no such entity was involved in producing or distributing the programming aired on NTD Programming.

**Section 6.3 Survival of Representations and Warranties.** All representations and warranties in this Agreement shall survive until 5:00 p.m., Eastern time, on the first anniversary of the date of the expiration or termination of this Agreement.

## **ARTICLE 7 - MISCELLANEOUS PROVISIONS**

### **Section 7.1 Assignment and Binding Effect.**

(a) This Agreement shall inure to the benefit of and be binding upon each party and their respective successors and assigns.

(b) NTD may not assign its rights or obligations under this Agreement without the prior written consent of Univision.

**Section 7.2 Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, no party shall be liable to another party for failure to perform any obligation under this Agreement if prevented from doing so by reason of fires, acts of terrorism, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies, including equipment failures, beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

**Section 7.3 Indemnification by NTD.** NTD shall indemnify, defend and hold harmless Univision, its affiliates and all officers, directors, employees, stockholders, partners, members and agents of Univision and their affiliates (individually, a "**Univision Indemnitee**") from and against any and all claims, demands, costs, damages, losses, liabilities, expenses of any nature (including reasonable attorneys', accountants' and experts' fees and disbursements), judgments, fines, settlements and other amounts (collectively, "**Damages**") arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (collectively, "**Claims**") in which a Univision Indemnitee may be involved, as a party or otherwise, arising out of: (a) the activities, acts or omissions of NTD, or NTD's employees, agents or contractors, under or in connection with this Agreement or with respect to the Stations which activities, acts or omissions involve or result in, among other things, (i) libel and slander; (ii) infringement of trademarks, service marks or trade names; (iii) violations of law, rules, regulations, or orders (including the FCC Rules); or (iv) invasion of rights of privacy or infringement of copyrights or other proprietary rights; or (b) any breach by NTD of its

obligations under this Agreement. Reciprocally, Univision shall indemnify NTD accordingly only as to any content it may insert pursuant to section 1.3 above.

**Section 7.4 Survival of Indemnification Obligations.** NTD's indemnification obligations herein shall survive until 5:00 p.m., Eastern time, on the first anniversary of the date of the expiration or termination of this Agreement.

**Section 7.5 Confidentiality and Press Releases.**

(a) Each party shall hold in strict confidence all documents and information concerning the other and its business and properties and, if this Agreement is terminated, such confidences shall be maintained, and all documents and information (in written form) shall immediately thereafter be returned to the party originally furnishing such documents and information.

(b) No press release or public disclosure, either written or oral, of the existence or Terms of this Agreement or the transactions contemplated hereby shall be made by either party to this Agreement without the consent of the other, and each party shall furnish to the other advance copies of any release which it proposes to make public concerning this Agreement or the transactions contemplated hereby and the date upon which such party proposes to make public such press release.

(c) Notwithstanding anything contained herein to the contrary, no party shall be prohibited from (i) making any disclosures to any governmental authority that it is required to make by law, including the filing of this Agreement with the FCC and placing a copy of this Agreement in the Stations' public inspection files, (ii) disclosing this Agreement or its Terms to its attorneys, accountants, agents or advisors, (iii) filing this Agreement with, or disclosing the Terms of this Agreement to, any institutional lender to such party or (iv) disclosing to its investors and NTD/dealers such Terms of this transaction as are customarily disclosed to them in connection with similar transactions.

**Section 7.6 Notices.** Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement (each, a "Notice") shall be in writing and shall be sent and deemed delivered on the date of personal delivery or e-mail transmission confirmed by the named recipient or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:  
Joel Armijo  
SVP, CFO & COO Local Media  
8551 NW 30th Terrace  
Miami, FL 33122

with a copy (which shall not constitute notice) to:  
Christopher G. Wood



SVP/ Associate General Counsel for Government and Regulatory Affairs  
5999 Center Drive  
Los Angeles, CA 90045

if to NTD, then to:

Qing Liu  
VP Distribution  
229 West 28th Street, Suite 700,  
New York, NY 10001

**Section 7.7 Severability.** If any covenant or provision hereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall not, subject to the discretion of such court, be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain between the parties hereto to the maximum extent possible, consistent with law and public policy.

**Section 7.8 Relationship and Dealings with Third Parties.** Each of the parties hereto is an independent contractor and neither party is nor shall be considered to be the agent of the other party for any purpose whatsoever. Neither party has any authorization to enter into any contracts nor assume any obligations for the other party nor make any warranties or representations on behalf of the other party, other than as expressly authorized herein. Nothing in this Agreement shall be construed as establishing an agency, partnership, fiduciary relationship, or joint venture relationship between the parties hereto. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting NTD, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any representations contractually binding such party.

**Section 7.9 Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws, but applying the Communications Act in the event of a conflict between the laws of the State of Texas and the Communications Act.

**Section 7.10 Time of Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

**Section 7.11 Waivers.**

(a) No waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure herefrom, shall be effective unless it

is in writing and signed by the party against whom enforcement of any such waiver, consent or approval is sought. Such waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given. Neither the failure of either party to enforce, nor the delay of either party in enforcing, any condition, provision or part of this Agreement at any time shall be construed as a waiver of that condition, provision or part or forfeit any rights to future enforcement thereof. No action taken pursuant to this Agreement, including any investigation by or on behalf of either party hereto, shall be deemed to constitute a waiver by the party taking action of compliance by the other party with any representation, warranty, covenant or agreement contained herein.

(b) Each of the parties acknowledges that in entering into this Agreement, it has not relied on any oral or written representation, warranty or other assurance (except as expressly provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available in respect thereof, except that nothing in this Agreement shall limit or exclude any liability of a party for fraud.

**Section 7.12 Matters Relating to Interpretation and Organization.** A reference in the singular shall be deemed to include the plural and the plural shall be deemed to include the singular. A reference to one gender shall include any other gender. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references to "party" and "parties" shall be deemed references to parties to this Agreement unless the context shall otherwise require. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. Except as specifically otherwise provided in this Agreement, a reference to a Section, the Schedules or any Exhibit is a reference to a Section of this Agreement or the Schedules or Exhibits hereto, and the terms "hereof," "herein," and other like terms refer to this Agreement as a whole, including the schedules and exhibits to this Agreement. The terms "or" is used in its inclusive sense ("and/or"). All references to "Dollars" and "\$" refer to the currency of the United States. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**Section 7.13 Further Assurances.** Each party to this Agreement shall, at the request of the other party, execute, acknowledge, deliver, file and record, and cause to be executed, acknowledged, delivered, filed and recorded, such further certificates, amendments, instruments, and documents and to do, and cause to be done, all such other acts and things, as may be required by Law, or as may, in the reasonable opinion of the other party hereto, be necessary or advisable to carry out the purposes of this Agreement.

**Section 7.14 Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered by the parties hereto in accordance with the terms of this Agreement.

**Section 7.15 Counterparts.** This Agreement (and each amendment, modification and waiver in respect of it) may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument. Delivery of an executed counterpart of a signature

page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

**Section 7.16 Entire Agreement.** This Agreement, together with the Schedules and Exhibits expressly contemplated hereby and attached hereto and the other agreements, certificates and documents delivered in connection herewith or otherwise in connection with the transactions contemplated hereby and thereby contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof.

*[Remainder of Page is intentionally blank; signature page follows]*

**IN WITNESS WHEREOF**, each of the parties hereto has duly executed and delivered this Agreement as of the date written below.

Date: 6/24, 2021.

**AFFILIATE:**  
**Univision Local Media Inc.**

**NTD:**  
**NEW TANG DYNASTY**

By: Joel Armijo  
Name: Joel Armijo

Title: CFO & COO, Local Media

By: [Signature]  
Name: John Tang

Title: President

Schedule 1.1  
for  
**MULTICAST TIME BROKERAGE AGREEMENT**  
KXLN 45.4, Houston, Texas

NTD will broadcast 24 hours a day 7 days a week in the English language exclusively, including news, entertainment, variety, children specials, etc., provided by NTD, for the duration of the contract. Any major changes to the format, specifically to the language of the format, must be subject to the prior written approval from Univision Local Media Inc. and KXLN.

Schedule 2.1  
for  
**MULTICAST TIME BROKERAGE AGREEMENT**  
KXLN 45.4, Houston, Texas

