PROGRAMMING LICENSE AGREEMENT

This Programming License Agreement (the "Agreement") is made and entered into as of ██████████████ nd between KVMD TV, LLC, a Delaware limited liability company ("Broadcaster") and APG Ventures, Inc., a Texas corporation ("Programmer").

WHEREAS, pursuant to licenses issued by the Federal Communications Commission ("FCC"), Broadcaster operates the television station identified on Exhibit A (the "Station") in the Designated Market Area (as defined by Nielsen Media Research) identified on Exhibit A ("DMA");

WHEREAS, Programmer owns or otherwise has the right to distribute programming that it desires to broadcast on the Station; and

WHEREAS, Broadcaster has agreed to make available to Programmer, and Programmer has agreed to purchase from Broadcaster, airtime on the Station in order to broadcast Programmer's programming on the Station on the terms and conditions set forth in this Agreement.

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

1. **Agreement Term.** ███████████████████████

2. **Programmer's Purchase of Airtime and Provision of Programming.**

2.1 <u>Programming</u>. During the Term, Programmer agrees to purchase time on the Station and provide Broadcaster with the programming described on Exhibit A (the "Programming") in accordance with this Agreement, including without limitation Section 3. Programmer shall maintain the format of the Programming throughout the Term.

2.2 <u>Advertising</u>. During the Term, Programmer will have the right to sell all of the commercial time in the Programming and to retain all revenue derived therefrom. For the avoidance of doubt, all content and other material transmitted in such commercial time shall be deemed to be Programming for purposes of this Agreement. Programmer shall not discriminate in any contract for advertising on the basis of race, gender or ethnicity, and all such contracts shall be evaluated, negotiated, and completed without regard to race, gender or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising, and, if requested by Broadcaster, shall provide written confirmation of compliance with such requirement to Broadcaster. Programmer shall maintain internal policies for demonstrating compliance with the FCC's nondiscrimination policies.

2.3 <u>Delivery of Programming to Broadcaster</u>. During the Term, Programmer shall deliver or transmit, at its own cost, the Programming to the Station's main studio (or to the Station's transmitter facilities or other authorized remote control points as designated by

Broadcaster) via (a) satellite signal; (b) fiber optic link; or (c) other delivery method with materially similar quality to satellite signal or fiber optic link that is mutually agreed by the parties. Broadcaster shall be responsible for all receive equipment (except any equipment needed to decode an encrypted signal). In the event that Broadcaster notifies Programmer of any signal delivery or quality problems that are within Programmer's reasonable control, Programmer shall promptly remedy such problems.

3. **Broadcasting Obligations.**

4. **Payments.**

    4.1   <u>Program Fee</u>.

    4.2   <u>Expenses</u>.

5. Operation, Ownership, and Control of the Station.

    5.1   Licensee Authority. ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ Programmer shall assist and cooperate with Broadcaster in complying with Broadcaster's regulatory obligations, including its compliance with the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC (collectively, "FCC Rules"). Nothing in this Agreement shall abrogate the unrestricted authority of Broadcaster to perform its obligations to the public and to comply with FCC Rules.

    5.2   Preemption/Substitution. Nothing contained herein shall prevent Broadcaster from (a) rejecting or refusing any Programming or portion thereof (including commercial advertising) that Broadcaster believes to be indecent, unsatisfactory or unsuitable, in violation of any third party's rights, or contrary to the public interest; (b) substituting any or all Programming or portion thereof (including commercial advertising) with programming that Broadcaster believes to be of greater local or national importance or that is designed to address the problems, needs, and interests of the local community; or (c) preempting any Programming in the event of a local, state, or national emergency. Furthermore, Broadcaster reserves the right to refuse to broadcast any Programming or portion thereof that (i) violates any right of any third party, (ii) does not meet the requirements of FCC Rules, (iii) does not comply with Broadcaster's policies, or (iv) otherwise does not comply with this Agreement. Broadcaster shall have the right to alter, modify, or insert material into the Programming to comply with applicable laws, including FCC Rules (e.g., station identification announcements and emergency alert service announcements). Broadcaster expressly agrees that its right of preemption and substitution of Programming as set forth in this Section 5.2 shall not be exercised in an arbitrary manner or for the commercial advantage of Broadcaster.

    5.3   Maintenance; Upgrades; Relocations. Programmer acknowledges that Broadcaster's obligations shall be suspended during downtime occasioned by (a) intermittent outages, maintenance, repair, removal, installation, or other work upon Broadcaster's facilities or equipment reasonably necessary to comply with FCC Rules or other applicable laws; (b) technology or equipment upgrades or improvements; or (c) the relocation of the Station, any tower for the Station, or any transmission facility. In addition, Broadcaster shall have the right to cease broadcast operations of the Station at any time for any reason.

6. Additional Programming Requirements.

    6.1   General Commitments. Programmer shall (a) obtain all necessary programming rights, clearances, and authorizations required by applicable law to deliver the Programming to Broadcaster and to permit Broadcaster to broadcast and transmit, and authorize third parties to retransmit, the Programming under the terms of this Agreement and (b) ensure all content, programming, and materials provided by Programmer hereunder (including the Programming and the Programmer Marks (defined below)) complies with all applicable federal,

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state, and local laws and regulations (including FCC Rules), is not defamatory, and does not violate or infringe any patent, copyright, trademark, trade secret, right of privacy or publicity, or any other rights of any third parties. Programmer agrees to consult with Broadcaster about the Programming it provides for broadcast on the Station to ensure that the content of the Programming contains matters responsive to issues of public concern in the local communities served by the Station. For the avoidance of doubt, the other provisions of Section 6 do not limit Programmer's obligations under this Section 6.1.

6.2   Public Service Announcements. Programmer shall include in the Programming public service announcements, including, at Broadcaster's directive from time to time, a reasonable number of public service announcements of local interest. At Broadcaster's request, Programmer shall provide a list of such public service announcements to Broadcaster.

6.3   Music. Programmer shall maintain the requisite music licenses for all Programming; provided, however, in the event that Broadcaster is required by the licensor of certain music licenses, or any performance rights organization, to obtain in its name any music licenses, (a) such music license fees shall be paid in advance by Programmer prior to the airing of any such Programming for which the music licenses are required and (b) Programmer shall not deliver any Programming to Broadcaster until all required music licenses, including public performance rights, are obtained.

6.4   Station Identification. Broadcaster shall ensure that station identification announcements with the Station's call letters are made in accordance with FCC Rules. Broadcaster may include over the Programming an announcement at the beginning of each hour of such Programming to identify such call letters, as well as any other announcements required by the FCC Rules. Programmer shall not otherwise use the Station's call letters without the prior written consent of Broadcaster.

6.5   Political Time. Programmer shall cooperate with Broadcaster as Broadcaster complies with its political broadcast responsibilities. When requested by Broadcaster, Programmer promptly shall provide information to Broadcaster as may be necessary for Broadcaster to comply with the political time record keeping and lowest unit charge requirements under FCC Rules. Programmer shall release advertising availabilities to Broadcaster during the Broadcasting Period as necessary to permit Broadcaster to comply with the political broadcast rules of the FCC; provided, however, revenues received by Broadcaster as a result of any such release of advertising time shall be remitted to Programmer.

6.6   Children's Programming. Broadcaster shall broadcast during the Broadcaster Reserved Time "core" educational and informational programming (as defined in the FCC Rules) that Broadcaster selects in its sole discretion in an amount sufficient to meet the requirements applicable to the Station under FCC Rules.

6.7   Indecency. Programmer shall ensure that the Programming complies with all FCC Rules and other laws governing or prohibiting the transmission of indecent, profane, or obscene content.

6.8   Closed Captions. Programmer shall ensure that the Programming includes closed-captioning and/or video description as may be required by applicable law, including FCC Rules (subject to applicable exceptions, exemptions, or waivers of such FCC Rules).

6.9   "Payola" and "Plugola". Programmer shall take all steps, including the periodic execution of affidavits, to ensure that neither it nor its employees or agents will accept any gift, gratuity, or other consideration, directly or indirectly, from any person or company for any material or content in the Programming unless such is fully disclosed in accordance with the FCC Rules' disclosure requirements. 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. Programmer shall include an announcement at the beginning of each segment of the Programming to indicate that broadcast time has been purchased by Programmer and any other announcements and disclosures required by FCC Rules.

6.10   Station Files. Programmer shall immediately provide Broadcaster with (a) notice and a copy of any letters, emails, or other written communications that Programmer receives concerning the Programming and (b) any other information or documentation that Broadcaster requests for placement in the Station's files. The parties agree that Broadcaster may file a copy of this Agreement with the FCC and/or place a copy of this Agreement in the Station's files for public inspection.

6.11   Monthly Reports. Upon request, Programmer shall provide Broadcaster with reasonably detailed certifications attesting to Programmer's full compliance with certain FCC matters in the form of Exhibit C or another form reasonably acceptable to Broadcaster. In addition, Programmer shall provide Broadcaster with CALM Act certifications in accordance with FCC Rules.

7.   Programmer Marks. Programmer grants to Broadcaster a limited, non-exclusive license to use the logos, trademarks, graphics, or other indicia of identity of Programmer (collectively, "Programmer Marks") in connection with its performance under this Agreement. Broadcaster's use of Programmer Marks shall be subject to any trademark guidelines provided in writing to Broadcaster.

8.   Insurance. Throughout the Term and for a period of two (2) years thereafter, Programmer shall maintain insurance for the Station covered in this Agreement in such amounts and with such deductibles and limits of liability as are customary in the television industry, including, at a minimum, (a) media or broadcasters' liability insurance with respect to the Programming and Programmer's performance hereunder covering defamation, libel, slander, copyright infringement, and violation of publicity or privacy rights and (b) workers compensation, commercial general liability, and professional liability errors and omission insurance with a minimum limit of no less than two million dollars ($2,000,000) each claim. Such insurance (i) will be placed with insurance carriers with A.M. Best ratings of no less than A-VII and (ii) name Broadcaster as an additional insured party. Programmer shall deliver a certificate of such insurance to Broadcaster within the first fifteen (15) days of the Term. The minimum limits of required insurance shall in no event limit the liability or indemnification obligations of Programmer under this Agreement.

9.   Termination.

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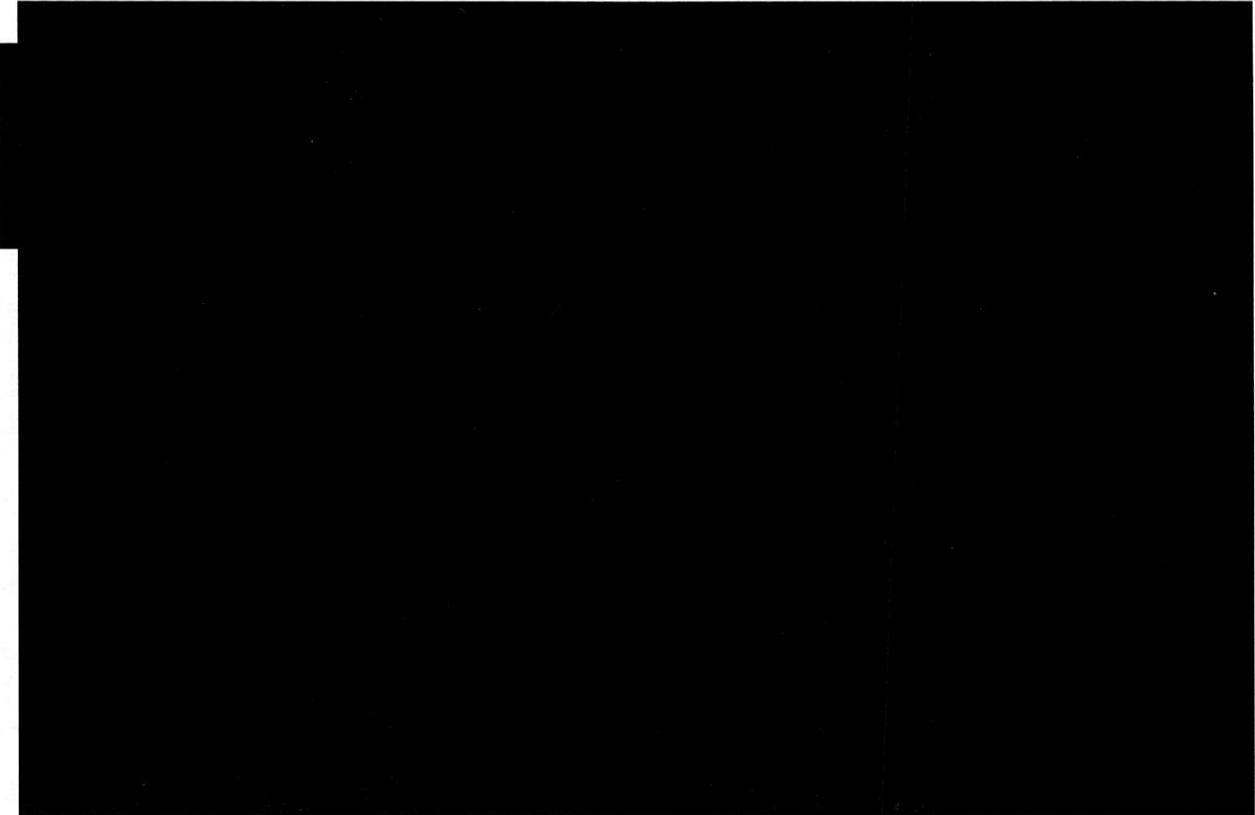
9.2   Requirements Upon Termination. At the expiration or termination of this Agreement, Programmer shall promptly pay Broadcaster any amounts remaining due under this Agreement.

10.   Representations and Warranties. Programmer and Broadcaster each represent and warrant to the other that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder. Programmer further represents and warrants it holds all necessary rights and licenses in and to the Programming and such rights and licenses are sufficient to permit transmission and distribution of the Programming under the terms hereof without infringing the copyright or other rights of any third party.

11.   Indemnification.

11.1   Indemnification Obligations. Each party will indemnify, defend, and hold harmless the other party and its affiliates, and its and their officers, directors, employees, agents, successors, and assigns, from and against any loss, damage, liability, expenses, and costs (including amounts paid in settlement and reasonable attorneys' fees) ("Losses") incurred in connection with claims, actions, demands, suits, or proceedings ("Claims") caused by or arising out of (a) any violation of law by such party; or (b) the negligence or willful misconduct of such party. In addition, without limiting the foregoing, Programmer will indemnify, defend, and hold harmless Broadcaster and its affiliates, and its and their officers, directors, employees, agents, successors, and assigns, from and against any and all Losses incurred in connection with Claims arising out of or in connection with the Programming or the Programmer Marks, including (i)

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any and all liability for indecency, defamation, libel, slander, intellectual property infringement, or violation of publicity or privacy rights and (ii) any liability, forfeitures, fines, or expenses incurred as a result of a claim that the broadcast of the Programming violates any FCC Rules. Process. A party claiming indemnification hereunder shall promptly notify the other party of any Claim to which such party's indemnification obligations apply and shall cooperate fully in the defense thereof (at the expense of the indemnifying party). Notwithstanding the foregoing, the failure of a party to give prompt notice shall not affect the indemnified party's rights to indemnification, except (and then only to the extent) that the indemnifying party's ability to provide indemnification is impeded or frustrated or losses would have been avoided by prompt notice. The indemnified party shall have the right to participate at its own expense in the defense of an indemnified Claim. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement.

12. General Terms.

12.1 <u>Entire Agreement; Amendments; No Waivers</u>. This Agreement (including the Exhibits hereto) sets forth the entire agreement and understanding of the parties with respect to its subject matter and supersedes any and all prior and contemporaneous agreements, arrangements, and understandings of the parties with respect to the subject matter hereof. Any amendment, supplement, or modification of or to any provision of this Agreement shall be effective only if it is made in writing and signed by both parties. Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under such provision or any other provision. No waiver of any provision of this Agreement in any instance shall be deemed to be a waiver of the same provision or any other provision in any other instance.

12.2 <u>Rules of Construction</u>. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this Agreement or such party had the opportunity to retain counsel to participate in the preparation of this Agreement but elected not to do so.

12.3 <u>Certain Interpretive Matters</u>. Unless the context otherwise requires: (a) all references to Sections, Schedules, or Exhibits are to Sections, Schedules, or Exhibits of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in the singular include the plural and vice versa; (e) the words "include", "includes", or "including" are deemed to be followed by the words "without limitation"; and (f) all references to "$" or dollar amounts will be to the lawful currency of the United States of America.
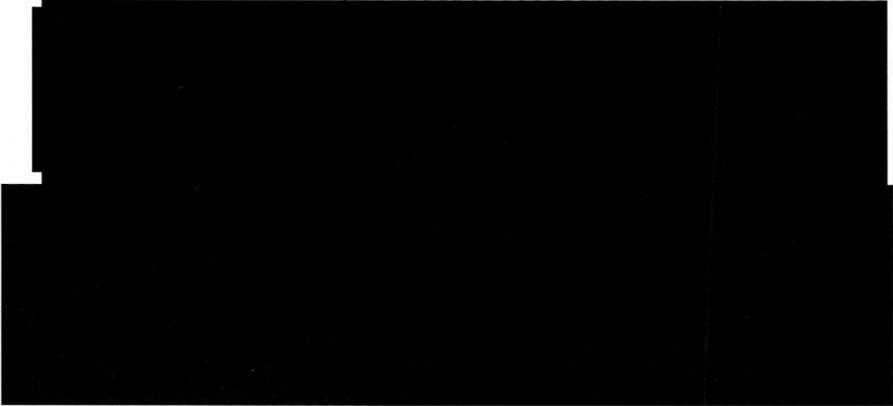
12.4 <u>Notices</u>.

[REDACTED]
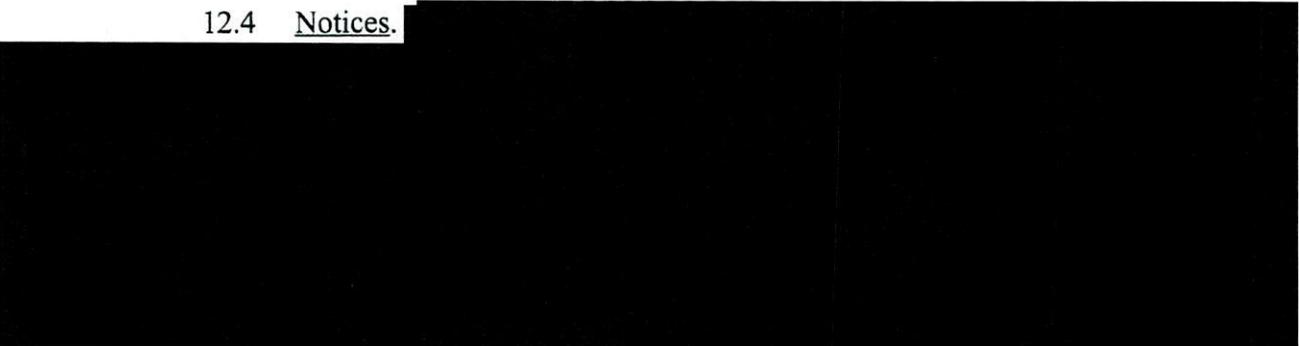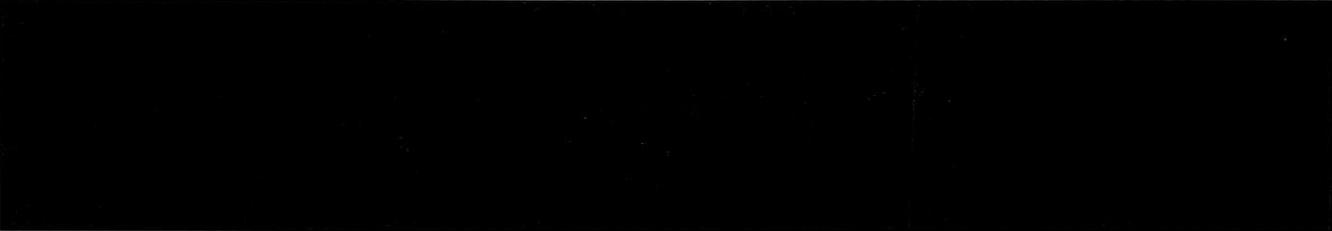
To Broadcaster:
KVMD TV, LLC
2323 Corinth Avenue
Los Angeles, CA 90064
Attn: Ron Ulloa
Email: rulloa@kxlatv.com

[REDACTED]

To Programmer:
APG Ventures, Inc.

[REDACTED]

12.5   Assignment.   Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned, including to any person or entity that acquires the license for the Station.

12.6   Successors and Assigns. This Agreement shall be binding on, enforceable against and inure to the benefit of, the parties and their respective successors and permitted assigns, and nothing herein is intended to confer any right, remedy or benefit upon any other person.

12.7   Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of

law thereof. The prevailing party in any action or proceeding arising out of this Agreement shall be entitled to recover reasonable attorneys' fees and court costs from the other.

12.8   Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.9   Severability. If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

12.10   Cumulative Remedies. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies that a party may otherwise have.

12.11   Force Majeure.
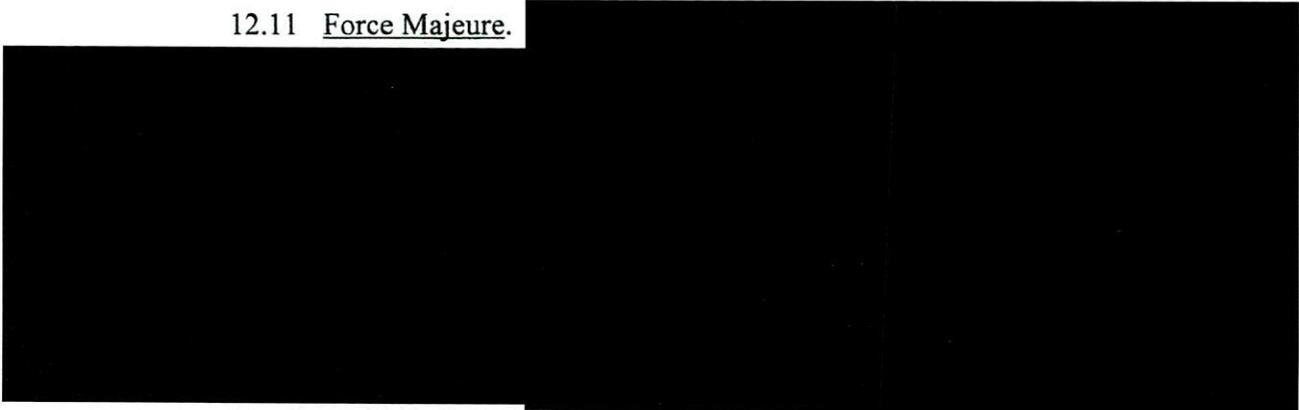
12.12   Relationship of the Parties.
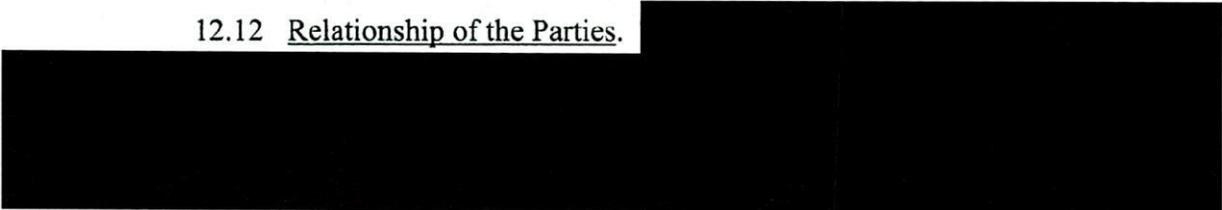
12.13   Foreign Sponsorship Identification. Programmer does not qualify as a "foreign governmental entity," a "government of a foreign country," a "foreign political party," or an "agent of a foreign principal" as defined under the foreign government sponsorship identification rule in 47 C.F.R. §73.1212(j)(2). Programmer has no knowledge of any party in the chain of production or distribution of any Programming that, pursuant to the foreign government sponsorship identification rule, qualifies as a "foreign governmental entity" and has provided, or intends to provide, any form of inducement to air such Programming on the Station. Programmer will notify Broadcaster as soon as possible, and in any event within 48 hours, if it becomes aware of any change in its representations under this Section that could implicate the foreign government sponsorship identification rule.

12.14 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has duly executed this Programming License Agreement as of the date first above written.

KVMD TV, LLC
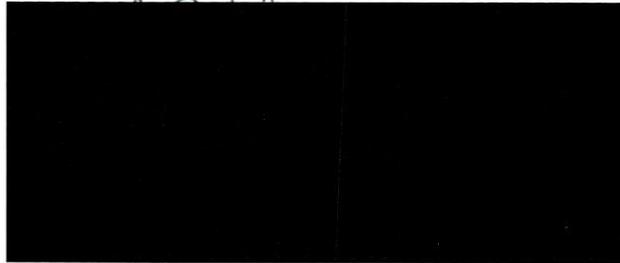
Name: RONALD UJIDA
Title: PRESIDENT

APG VENTURES, INC.

Exhibit A
Station

Call Sign	Facility ID	Broadcasting Entity	Designated Market Area	Primary Channel
KVMD	16729	KMVD Licensee Co., LLC	Los Angeles, CA	31.1

Exhibit B
Payments