

## PROGRAMMING AND SALES AGREEMENT

This PROGRAMMING AND SALES AGREEMENT (this "Agreement") is entered into as of February 11, 2021, between Graham Media Group, Houston, Inc. ("Graham") and Weigel Broadcasting Company ("Weigel"). Graham and Weigel are each a "Party" and collectively, the "Parties."

WHEREAS, Weigel is the owner of TV-49, Inc. Licensee of television broadcast station KYAZ-TV, FCC Facility ID No. 31870 Houston, TX ("KYAZ") pursuant to authorizations, permits and licenses issued by the Federal Communications Commission ("FCC");

WHEREAS, Graham is owner and operator of television broadcast station KPRC-TV, licensed to Houston, TX ("KPRC") pursuant to authorizations, permits and licenses issued by the FCC;

WHEREAS, Weigel, through its wholly owned subsidiaries, operates and distributes certain national programming networks, including MeTV and STARTTV;

WHEREAS, Weigel (through its wholly owned subsidiary MeTV National Limited Partnership ("MeTV NLP")) and Graham are parties to that certain MeTV Network Station Affiliation Binding Term Sheet effective as of June 15, 2018 ("Term Sheet"), for the broadcast of MeTV programming on KPRC's D.2 stream ("KPRCD2");

WHEREAS, by that certain notice dated February 11, 2021 from MeTV NLP to Graham, MeTV NLP and Graham agreed to terminate that certain MeTV Network Station Affiliation Binding Term Sheet effective April 13, 2021, subject to the terms and conditions herein and provided that Graham can move the Start TV programming to its KPRC D.2 stream.

WHEREAS, Weigel has notified Graham of (i) its intent to broadcast MeTV programming on the primary program stream of KYAZ ("KYAZD1") and (ii) its desire to deliver STARTTV programming for broadcast on KPRC's D.2 stream ("KPRCD2");

WHEREAS, [REDACTED] during the Term of the Agreement;

WHEREAS, Weigel desires to engage Graham as exclusive sales agent for local and national spot advertising on KYAZD1; and

WHEREAS, the Parties hereto intend that this Agreement shall in all respects comply with the Communications Act of 1934, as amended (the "Communications Act"), and the FCC's rules and published policies adopted pursuant thereto (collectively with the Communications Act, the "Communications Laws").

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which Weigel and Graham hereby acknowledge, Weigel and Graham, intending to be bound legally, hereby agree as follows:

1. **MeTV**

(a) Effective April 13, 2021 (the "MeTV Binding Station Affiliation Agreement is terminated")

(b) Weigel will engage Graham as the exclusive sales agent for all local and national spot advertising on KYAZD1 pursuant to the terms of Section 2.

2. **MeTV Advertising.**

(a) Advertising Time. Weigel agrees that, commencing on April 13, 2021 and continuing during the term of this Agreement, it will designate Graham as its official and exclusive sales agent for the sale of all commercial inventory which has been designated as local affiliate inventory. All advertising announcements furnished by Graham shall comply with applicable federal, state, and local regulations and pertinent governmental policies, including, but not limited to, lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, and certain political broadcasting rules as detailed in Section 2 (c) herein. Graham will not discriminate in advertising sales based on race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if hand written, typed or otherwise made a part of a particular contract, will be rejected.

(b) . Commercial Inventory. Broadcaster shall be entitled to sell all local spot advertising time available within the Programming, which availabilities shall consist of: [REDACTED] minutes of local spot advertising availabilities per hour within all other Programming (other than Children's Programming, which shall not contain any such spot advertising availabilities). Broadcaster also shall be entitled to the online advertising and promotional inventory granted to local affiliates. [REDACTED]

(c) Political Advertising. Subject to Weigel's ultimate supervision and control, Graham will, while conducting its activities pursuant to this Agreement, comply with the political broadcasting requirements of the Communications Laws, including the Bipartisan Campaign Reform Act of 2002. Weigel, with the cooperation and assistance of Graham, will prepare and distribute appropriate political disclosure statements for KYAZD1. Graham will determine the prices charged for spots Graham sells on KYAZD1, including without limitation determining the lowest unit charge(s) for the sale of advertising and program time to legally qualified candidates in compliance with Section 315 of the Communications Act and the FCC's implementing rules and orders. To the extent that Weigel believes necessary in Weigel's sole discretion, Graham will release advertising availabilities and program time as required by the Communications Laws to permit KYAZ-d1D1 to comply with the reasonable access provisions of Section 312(a)(7) of the Communications Act and the equal opportunities provision of Section 315 of the Communications Act and the Communications Laws promulgated thereunder, provided that Graham will receive

the revenue on any such sale. Graham shall furnish Weigel with all material required to be made available for public inspection regarding requests for time by political candidates or the broadcast of controversial issue advertising, including information regarding receipt of any request by or on behalf of a candidate for time and the disposition thereof (whether or not time was furnished and, if so, the terms and conditions thereof), and the names of officers, directors, and/or executive committee members of any sponsor of controversial issue advertising, provided that Weigel is solely responsible to comply with all FCC public file requirements, including without limitation, timely posting any required documents in the FCC public file, and for the content and form of same. Except pursuant to this Section 2(b) or as otherwise required by applicable law, in no event will Weigel and Graham share information regarding the sale or pricing of commercial advertising.

(d) Sponsored Materials. All material furnished by Graham for broadcast on KYAZD1 will include any and all sponsorship identification announcements as required by Section 317 of the Communications Act of 1934, as amended, and the FCC's rules and regulations, and Graham shall undertake in good faith to determine each instance where such announcements are required.

(e) Revenues. Graham shall be entitled to revenues attributable to commercial advertisements sold by Graham or any sale by Weigel or any third party of the commercial advertising inventory assigned to Graham hereunder for broadcast on KYAZD1 except as noted below in Section 2 (f). Graham will be solely responsible for billing and collecting payments for all local commercial inventory broadcast on KYAZD1 during the Term. In the event Weigel receives any payments for advertising time sold by Graham for broadcast on KYAZD1, Weigel will pay such funds to Graham within [REDACTED] business days.

(f) Revenue Payments. Weigel Broadcasting shall be paid [REDACTED] of all Net Revenues attributable to commercial advertisements sold by Graham for broadcast on KYAZD1. Net Revenues shall be defined as Gross Advertising Dollars less [REDACTED]

[REDACTED] Graham should provide Weigel with a monthly report within [REDACTED] business days of the end of each calendar month, identifying the sum of net revenues billed on KYAZD1. In order to allow time for Graham to collect all billings and make any necessary sales adjustments, Weigel should anticipate receipt of their share of net revenues received approximately [REDACTED] days after revenue has been billed to the advertising client on a monthly basis. Weigel may request an audit of net revenue with reasonable advance notice, [REDACTED]. In addition, at such time that Graham produces a 9:00pm-9:30 pm newscast to air M-F on KYAZD1, [REDACTED]

(g) Personnel. Graham shall employ and be responsible for the salaries, benefits, employer taxes, and related costs of employment of a sales staff for the sale of the advertising time and for the collection of accounts receivable with respect to advertising sold by Graham pursuant to this Agreement, provided that it is understood and agreed that Graham is not required to employ staff dedicated solely to the sale of advertising time or the collection of accounts receivable to perform its obligation under this Agreement.

(h) Advertising Rates. The rates for advertising sold by Graham shall be set by Graham, provided, however, that Graham shall comply with all applicable statutes and regulations, including without limitation as set forth in Section 2(b) with respect to access to airtime and rates charged for political advertising, and shall indemnify Weigel against any liability incurred by Weigel as a result of Graham's failure to comply with such statutes and regulations, provided that any such failure was in Graham's control.

(i) Delivery of Material for Broadcast. It is understood and agreed that Graham will maintain operations as-is to process and playout Graham advertising material. [REDACTED]

[REDACTED] from Chicago to the [REDACTED]. It is further understood and agreed that Graham shall not incur any incremental third-party costs to deliver the advertising materials/signal for broadcast, and to the extent there are any such costs incurred, Weigel will be responsible for same. Weigel shall not be required to provide production services or to copy, reformat, or otherwise manipulate material furnished by Graham other than inserting the advertising into machinery for broadcast.

(j) Newscast. Graham may have the option to produce a half-hour newscast to air on KYAZ D1 Monday through Friday 9:00-9:30pm. At such time, the local public affairs program shall be discontinued.

(k) MeTV Promotions. Graham will [REDACTED] provided such promotion will be in compliance with the terms of Graham's stations' affiliation agreements. Both parties agree to actively promote the change in channel location of MeTV and StartTV, including running crawls for a reasonable period of time to provide viewers with appropriate notice of the change in channel location.

3. **Start TV.** Weigel and Graham will modify its existing Start TV affiliation agreement and move the channel position to 4.2 effective April 13 2021. provided it is the same date as the effective date of the transfer of MeTV programming to KYAZD1.

4. **Term.** The initial term of this Agreement is for Three (3) years commencing on April 13, 2021 ("Initial Term"), unless otherwise terminated pursuant to the terms of this Agreement. [REDACTED]

5. **Graham's's Compliance with Law.** Graham will comply with all laws, rules, regulations and policies applicable to the functions performed by it in connection with its obligations under this Agreement, including meeting any equal employment opportunity requirements with respect to Graham's employees performing duties in connection with Section 2.

6. **Weigel's Compliance with Law.** Weigel will comply with all laws, rules, regulations and policies, including but not limited to all Communications Laws, applicable to KYAZ and to MeTV programming. Without limiting the foregoing, Weigel's obligations will include ascertaining the needs, interests and concerns of the residents of KYAZ's service area; maintaining KYAZ's political broadcasting and public inspection files; maintaining KYAZ's maintenance logs; setting political advertising policies; meeting equal employment opportunity requirements with regard to Weigel's employees; preparing KYAZ's quarterly issues/programs lists; meeting FCC broadcast requirements, including but not limited to for E/I programming, EAS, Closed Captioning and Calm Act, and making all required FCC filings with regard to KYAZ. Weigel is further responsible for all programming music rights and the payment of any programming music rights fees incurred in connection with this Agreement. Weigel expressly acknowledges that these duties are its sole responsibility and are non-delegable, provided that Graham shall provide to Weigel, promptly upon request, all information relating to Graham's performance hereunder reasonably required for Weigel to fulfill such duties.

7. **Trade Secrets and Proprietary Information.** In the event that: (i) any trade secrets or other proprietary information of Graham in connection with this Agreement becomes known to Weigel, and (ii) such trade secrets and/or proprietary information are not otherwise available in the public domain or known publicly, Weigel agrees to maintain the confidentiality of such trade secrets and/or proprietary information and not to use or disclose any such trade secrets and/or proprietary information without the prior written consent of Graham (except as required by law, rule or regulation, or by order of any government agency or court). In the event that: (i) any trade secrets or other proprietary information of Weigel in connection with this Agreement become known to Graham, and (ii) such trade secrets and/or proprietary information are not otherwise available in the public domain or known publicly, Graham agrees to maintain the confidentiality of such trade secrets and/or proprietary information and not to use or disclose any such trade secrets and/or proprietary information without the prior written consent of Weigel (except as required by law, rule or regulation, or by order of any government agency or court). The provisions of this Section 7 will survive any termination of this Agreement.

8. **Payola and Conflicts of Interest.** Each of Graham and Weigel agrees not to, and to use reasonable efforts to cause its employees who have the ability to cause the broadcast of programs and/or commercial matter on KYAZD1 not to, accept any consideration, compensation or gift or gratuity of any kind whatsoever, regardless of its value or form, including a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Graham, Weigel and merchants or advertisers, in consideration for the broadcast of any matter on KYAZD1 unless the payor is identified, in the broadcast for which Consideration was provided, as having paid for or furnished such Consideration, in accordance with Sections 317 and 507 of the Communications Act [47 U.S.C. §§ 317 and 508] and the Communications Laws promulgated thereunder.

9. **Duly Authorized.** Each person executing this Agreement on behalf of the respective Party hereto represents and warrants that such Party is duly organized and validly existing and that this Agreement has been authorized by all necessary Parties and is being validly executed by an authorized officer of such Party and is binding upon and enforceable against such Party in accordance with the terms herein.

**10. Indemnification.**

(a) Grahams' Indemnification of Weigel. Graham will indemnify and hold Weigel and its employees, agents and contractors harmless, including, without limitation, in respect of reasonable attorneys' fees, from and against all liability, claims, damages and causes of action ("Losses") arising out of or resulting from acts or omissions of Graham involving: (i) libel and slander; (ii) infringement of trademarks, service marks or trade names; (iii) violations of law, rules, regulations, or orders (including the Communications Laws); (iv) invasion of rights of privacy or infringement of copyrights or other proprietary rights; (v) breaches of this Agreement; or (vi) Graham's sale of advertising; provided, with respect to clauses (i)-(iv), such indemnification shall be solely with respect to the advertising materials provided by Graham under this Agreement. Graham's obligation to indemnify and hold Weigel and Weigel's employees, agents and contractors harmless against the Losses specified above will survive any termination of this Agreement.

(b) Weigel's Indemnification of Graham. Weigel will indemnify and hold Graham and Graham's employees, agents and contractors harmless, including, without limitation, in respect of reasonable attorneys' fees, from and against all Losses arising out of or resulting from acts or omissions of Weigel involving: (i) libel and slander; (ii) infringement of trademarks, service marks or trade names; (iii) violations of law, rules or regulations (including the Communications Laws); (iv) invasion of rights of privacy or infringement of copyrights and other proprietary rights; (v) the broadcast of programming furnished by Weigel; (vi) the operation of Weigel's business; or (vii) breaches of this Agreement. Weigel's obligation to indemnify and hold Graham and Graham's employees, agents and contractors harmless against Losses specified above will survive any termination of this Agreement.

(c) Insurance. Graham and Weigel each will maintain broadcasters' liability insurance policies covering libel, slander, invasion of privacy and the like, general liability, blanket crime, property damage, business interruption, automobile liability, and workers' compensation insurance in forms and amounts customary in the television broadcast industry (to the extent commercially reasonable, for example, neither Party shall be required to get insurance specifically with respect to property it does not own), and each of the Parties hereto will name the other as an additional insured under such policies to the extent that their respective interests may appear and will provide for notice to the other Party prior to cancellation thereof. Upon request, each Party will provide the other with certificates evidencing such insurance, and will further provide certificates evidencing renewal thereof prior to the expiration of such policies.

**11. Termination.** Either Party, in addition to all other remedies that may be available to it under this Agreement or under applicable law, may elect to terminate this Agreement, effective at any time, and be relieved of any further liabilities and obligations hereunder, by giving the other Party written notice, if the other Party has made a material misrepresentation or has breached its duties or obligations hereunder and such misrepresentation or breach is not cured within thirty (30) days of such notice.

**12. Liabilities after Termination.** After the expiration or termination of this Agreement (i) Weigel shall be responsible for broadcasting such advertising on KYAZ as may be required under advertising contracts entered into by Graham during the term of this Agreement that are scheduled

to air within one month of such scheduled expiration and (ii) Weigel shall be entitled to any revenues for advertising broadcast after termination of this Agreement.

13. **Notices.** Any notice required hereunder shall be in writing and any payment, notice, or other communication shall be deemed given when delivered personally or, in the case of communications other than payments, delivered by facsimile as follows:

To Weigel:

Weigel Broadcasting, Co  
26 North Halsted Street  
Chicago, Illinois 60661  
Attention: Evan Fieldman

With a copy (which shall not constitute notice) to:

Weigel Broadcasting, Co  
26 North Halsted Street  
Chicago, Illinois 60661

Attention: Affiliate Relations

To Graham: KPRC-TV

Graham Media Group, Houston, Inc.  
8181 Southwest Freeway  
Houston, Texas 77074  
Attn: VP/General Manager

14. **Modification and Waiver.** No modification or waiver of any provision of the Agreement shall be effective unless in writing and signed by both Parties hereto, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion nor to restrict the exercise of any other right, power, or privilege upon the same or any other occasion. The rights, powers, privileges, and remedies of the Parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

15. **Construction/ Waiver of Jury Trial.** This Agreement will be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE

PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

16. **Headings; Interpretation.** The headings in this Agreement are included for ease of reference only and will not control or affect the meaning or construction of the provisions of this Agreement. As used in this Agreement, "including," "includes" and the like are not intended to confer any limitation.

17. **Successors and Assigns.** Neither Party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other; however, such consent shall not be unreasonably withheld. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the Parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

18. **Counterparts.** This Agreement may be executed in counterparts, and by facsimile or electronic pdf signature, with the same effect as if the signature(s) on each such counterpart were upon the same instrument.

19. **No Partnership or Joint Venture Created.** Nothing in this Agreement will be construed to create a partnership or joint venture between Weigel and Graham or to afford any rights to any third Party other than as expressly provided herein. Neither Weigel nor Graham will have any authority to create or assume in the name or on behalf of the other Party any obligation, express or implied, or to act or purport to act as the agent or legally empowered representative of the other Party hereto for any purpose.

20. **Severability.** Whenever possible each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise affecting the remainder or such provision or the remaining provisions of this Agreement.

21. **No Party Deemed Drafter.** No Party will be deemed the drafter of this Agreement and if this Agreement is construed by a court of law such court should not construe this Agreement or any provision against any Party as its drafter.

22. **Press Releases.** Except as required by law, no press release or public disclosure, either written or oral, of the existence of this Agreement or the transactions contemplated hereby shall be made by either Party to this Agreement without the express written consent of the other (which consent shall not be unreasonably withheld, conditioned or delayed), 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 such press release.

23. **Entire Agreement.** This Agreement, and the amendment to the affiliation agreement to be entered into pursuant to Section 3 collectively contain the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way. Any amendments to this Agreement must be in writing and executed by both Parties.

\*

\*

\*

\*

IN WITNESS WHEREOF, the Parties hereto have executed this Programming and Sales Agreement to be effective as of the date above written.

WEIGEL BROADCASTING CO.

By: L. H. Shapiro  
Name: *Norman H. Shapiro*  
Title: *President*

Graham Media Group

By:   
Name: *Emily L. Barr*  
Title: *2-11-21*