

**RETRANSMISSION CONSENT AGREEMENT**

This Retransmission Consent Agreement ("Agreement") is entered into the date last signed by the Party below ("Effective Date") by and between Los Angeles Unified School District, licensee of television station KLCS 58 ("Station"), and AT&T Services, Inc. on behalf of itself and its Affiliates (collectively "Operator").

Whereas, the Station transmits an analog and digital broadcast signals and is licensed to the Los Angeles designated market area ("DMA") (as defined by Nielsen Media Research);

Whereas, the Operator owns, leases, manages, or otherwise controls or possesses an IP video distribution system serving certain geographic areas in the DMA ("System"); and

Whereas, the Station and the Operator desire to have the Station's analog and/or digital broadcast signal retransmitted on the System under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

**1. Term.** This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to the terms of this Agreement, shall continue up to and through December 31, 2008 ("Term"). The Term shall automatically renew for successive one-year terms unless and until either party provides written notice to the other party of its intention not to renew the Term, which notice shall be delivered at least ninety (90) days prior to the end of the then-current Term.

**2. Carriage.** Pursuant to Section 325(b)(1) of the Communications Act of 1934, as amended, and Section 76.64 of the rules and regulations of the Federal Communications Commission ("FCC"), Station grants its consent to Operator with respect to the Station, to (i) transmit the Station's analog and digital broadcast signals on the System in the DMA and in any significantly viewed areas (as defined by the FCC) during the Term in accordance with the terms of this Agreement and (ii) advertise, market and promote the availability of the Station through the System via television, radio, print, Internet or other media advertising, including using each Station's channel number, call letters and/or logo, names and logos of programming carried by the Station, and any other promotional materials or uses authorized and approved in writing by Station from time to time.

**3. Manner of Carriage; Guide Data.**

(a) Operator shall carry Station's material portions of the analog broadcast signal, including, the active video signal, stereo and second audio program, line 21, closed-captioned & V-chip transmissions, which is broadcast by Station within the vertical blanking interval on the System in the manner required by Section 76.62 of FCC rules and regulations (or any successor provision); provided Operator shall not be required to carry any programming of Station that the System is prohibited from carrying under applicable laws and regulations, including laws and regulations governing sports blackouts, syndicated exclusivity, and network non-duplication; and provided further that Operator shall have no obligation to carry any



broadcast signal of the Station (as a whole or in any distinct geographic areas in Operator's sole discretion) if carriage subjects Operator to an increase in its compulsory copyright liability unless Station agrees in writing to promptly reimburse Operator the full amount of such increased copyright liability.

(b) At Operator's sole discretion, Operator shall carry material portions of the Station's primary digital video stream ("Primary Digital Signal"), which shall include closed-captioning, up to one second language audio, and V-chip content advisory information. In the event the Station transmits on a full-time basis, substantially duplicative programming on both the Station's analog and digital signals, Operator shall have the right to cease carriage of the Station's analog signal. For digital streams other than a simulcast that consist of full screen video and audio programming broadcasting twenty-four (24) hours a day, seven (7) days per week in HDTV format and/or one or more channels of full-screen video and audio programming in non-HDTV format ("Multiplexed Programming"), Operator shall launch Station's HDTV formatted signal no later than the time that Operator commences carriage beyond the carriage of four (4) HDTV signals in the Station's DMA. Notwithstanding anything to the contrary, a Operator shall not be obligated to carry any Multicast Programming until Operator first carries any Multicast Programming in a Station's DMA.

(c) In the event that Operator does not receive a good quality analog Station signal at its System signal reception facility, notwithstanding anything to the contrary contained herein, Operator, in lieu of retransmitting the Station's analog signal, may downconvert and carry on the System an analog and/or standard definition digital signal of a programming transport stream within such Station's Primary Digital Signal that is a substantial simulcast of such Station's analog signal. In addition, at Operator's election, it shall have the right to carry Station's high definition feed(s).

(d) Upon request by Operator, Station shall provide program listing information to FYI Television Corporation, provided that Operator shall bear any cost for such service.

**4. Signal Availability.** The Operator shall provide the Station's analog and/or digital signals to each subscriber of the System as outlined herein.

**5. Channel Position; Change.** Carriage of the analog signal shall be on channel 58, which shall be in a level of service on which all other analog broadcast signals are carried. In the event that Station's Primary Digital Signal is carried, it shall be on a level of service on which all other digital broadcast signals are carried. If Operator is required by applicable law to carry other programming on the either of the channels, Operator and Station shall in good faith negotiate an alternate channel, provided that Station's analog and digital signals shall always be carried on the same respective tiers on which they are carried as of the Effective Date.

**6. Signal Quality.** For each Station signal carried by Operator, Operator shall distribute Station's analog and/or digital signals without material degradation or interruption in a manner that ensures: (i) the technical integrity and quality of such signals; (ii) the seamless integration of such signals into System's navigational system to the extent technically and financially feasible; and, with regard to digital signals, (iii) subscriber access to the non-degraded Primary



Digital Signal through Operator-supplied set-top boxes (whether used with digital or analog receivers).

**7. Representations and Warranties.**

(a) Operator represents and warrants that:

(i) it is a multichannel video programming distributor ("MVPD") as defined under Section 602 of the Communications Act of 1934, as amended:

(ii) it is duly organized, validly existing and in good standing under the laws of the state under which it is organized;

(iii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder, and the individual executing this Agreement on its behalf has the authority to do so; and

(iv) it is under no contractual or other legal obligation that shall in any way interfere with its full, prompt, and complete performance hereunder.

(b) Station represents and warrants that:

(i) Station holds a valid license or other authority granted by the FCC to operate the Station;

(ii) it is duly organized, validly existing and in good standing under the laws of the state under which it is organized;

(iii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder, and the individual executing this Agreement on its behalf has the authority to do so; and

(iv) it is under no contractual or other legal obligation that shall in any way interfere with its full, prompt, and complete performance hereunder.

**8. Indemnification.**

(a) The parties shall each indemnify, defend, and forever hold harmless the other, their respective Affiliates, officers, directors, employees, agents and partners from and against all liabilities, claims, costs, damages and expenses (including reasonable counsel fees) arising out of any breach of any representation or obligation hereunder made by the indemnitor.

(b) Station shall indemnify and hold harmless Operator for and from any claim, liability, loss or damage caused by or arising out of the distribution of any broadcast signal(s) pursuant to this Agreement to the extent such claims, liabilities, losses or damages are based upon slander, defamation, invasion of the right of privacy or publicity, or violation or infringement of copyright (including music performance and synchronization rights).

(c) In the event of a claim, action or allegation for which indemnification is



requested, the indemnified party will promptly notify the other, in writing, of such action, claim or legal proceeding. The indemnifying party shall afford the indemnified party the opportunity to participate in any compromise, settlement or resolution or disposition of such action, claim or suit. Subject to an agreement to maintain the confidentiality of records, papers or other information, the indemnified party shall make available to the indemnifying party any relevant records, papers or information and shall co-operate in such defense as reasonably required.

**9. Copyright and Trademarks.** Operator acknowledges: (a) Station's exclusive right, title, and interest in and to the copyright for the Station's broadcast signals and (b) the Station's license to broadcast the programming and the marks, names and logos of the programming that may hereafter be used by Station in its broadcasts or otherwise. Operator's use of any of Station's marks, names, logos or copyrighted material shall be subject to Station's prior approval, or if such proposed use is consistent with prior approved uses, no prior approval shall be required.

**10. Unauthorized Use.** Except as permitted hereunder, Operator shall not retransmit and/or authorize the recording, copying, duplication or retransmission of any portion of the Station's broadcast signals without prior written permission of the Station; provided without violating the foregoing, Operator shall have the right to (i) connect subscribers' in-home recording devices; and (ii) provide subscribers with recording technology as part of Operator's service, such as, by way of example, providing set-top boxes with recording capability;

**11. Termination.** Either party may terminate this Agreement by giving the other party written notice, if the other party has made a material misrepresentation or has materially breached its duties or obligations hereunder, and such misrepresentation or breach is not cured within thirty (30) days after receipt of such notice. Operator shall have the right to terminate this Agreement in the event of a material change in the type or nature of Station's programming, or with respect to any affiliated station, its affiliation terminates or changes.

**12. Affiliates.** For purposes of this letter agreement, Affiliate means: (i) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in either party ("Parent"), and (ii) a company, whether incorporated or not, in which a fifty percent (50%) or greater interest is owned, either directly or indirectly, by: (a) either party or (b) a Parent.

**13. Assignment.** Neither party shall assign, by operation of law or otherwise, this Agreement without prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, assignment to an entity controlling, controlled by, or under common control with the assignor shall only require prior written notice to the other party; provided the assignee agrees in writing to be bound by the terms and conditions of this Agreement, after which the assignor shall have no further liability except for any arising prior to the date of assignment. No consent is necessary in the event of an assignment to a successor resulting from a merger, acquisition, or consolidation by either party; provided the assignee agrees in writing to be bound by the terms of this Agreement.

**14. Force Majeure; Consequential Damages.**



(a) Any delay, preemption or other failure to perform caused by factors beyond the parties' control, such as an act of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government order or regulation, shall not result in a default of this Agreement. Provided that such non-performing party exercises diligent efforts to cure any such delays and the cause thereof as promptly as reasonably possible, such party's performance under the terms of this Agreement shall be excused for the period of time during which such factor continues. In the event of either party's failure to perform, regardless of cause, where such failure results in disruption of delivery of Station's signals to Operator's subscribers, the non-performing party shall give the other party prompt notice and the parties shall cooperate and consult with each other with regard to communications with viewers or members of the public.

(b) Notwithstanding any other provision in this Agreement to the contrary, neither Station nor Operator shall be liable to the other party for incidental, consequential or special damages (including, but not limited to, loss of profits or revenues, or damages to or loss of personal property) in any cause of action arising out of, related to, or in connection with a breach of this Agreement.

**15. Scope of Agreement and Reservation of Rights.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral, agreements, representations and conditions between the parties with respect thereto. Nothing herein shall affect any other rights the Station may have in relation to the Operator or the System, including but not limited to syndicated exclusivity or network non-duplication rights. This Agreement may only be modified or amended by a written instrument signed by the parties.

**16. Intentionally Omitted.**

**17. Severability and Survival of Agreement.** Invalidation of any provision of this Agreement by applicable law shall not affect the validity of any other provision of the Agreement. Should any provision be determined to be illegal or invalid, the Agreement shall be construed in accordance with its terms as if the illegal or invalid term were not herein contained.

**18. No Joint Venture or Principal-Agency Relationship.** Nothing in this Agreement shall create any joint venture or principal-agent relationship between Station and Operator.

**19. Taxes.** Station shall not be liable for any federal, state or local taxes, including use, income, excise, franchise or corporate tax or fees payable to any municipal authorities, including but not limited to any fees or taxes calculated on a proportion of the Operator's revenue or by virtue of Operator's access to any public rights-of-way.

**20. Waiver.** No waiver of this Agreement shall be deemed to have occurred, nor shall any breach be deemed excused, unless the waiver or excuse is in writing and signed by the party against whom the waiver or excuse is to be asserted.



**21. Notices.** All notices, demands, requests or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be deemed given when faxed with verbal confirmation of receipt, delivered personally, or mailed by certified mail or any widely used and recognized overnight courier service, postage or delivery charge prepaid, with return receipt requested, and addressed as follows:

If to Operator:

AT&T Services, Inc.  
530 McCullough  
San Antonio, TX 78215  
Attn: Sr. Contract Manager

With copies to:

AT&T Services, Inc.  
500 McCullough  
San Antonio, TX 78215  
Attn: IP Video Counsel

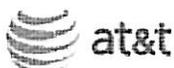
AT&T Services, Inc.  
1880 Century Park E, Ste. 1101  
Los Angeles, CA 90067  
Attn: Vice President Programming

If to Station:

Los Angeles Unified School District  
PO Box 3307  
Los Angeles, CA 90051  
Attn: General Manager

**22. Applicable Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of California (but not including the choice-of-law thereof), subject to applicable provisions of the Communications Act of 1934, as amended, and applicable rules, regulations and orders of the Federal Communications Commission. The provisions of this Section shall survive the termination or cancellation of this Agreement.

**23. Confidentiality.** The parties agree to maintain the terms and provisions of this Agreement in confidence, and neither party shall disclose to any third party (other than its respective officers, directors, employees, partners, auditors, attorneys, or potential investors or purchasers or except as may be required by any applicable law, rule or regulation) any information with respect to the terms and provisions of this Agreement without the express permission of the other.

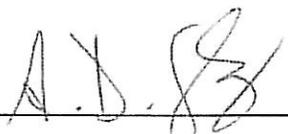


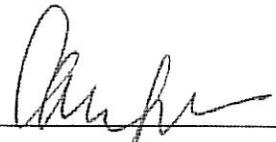
24. **Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties; notwithstanding that the parties are not a signatory to the original or the same counterpart.

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

**Los Angeles Unified School District**

**AT&T Services, Inc.**

By: 

By: 

*fw* Name: PETER D. DALE

Name: Carrie A. Lam

Title: Director of Contract Administration

Title: Senior Contract Manager

Date: 28 Aug. 2007

Date: 10/02/07