

**TELEVISION MULTICAST LOCAL MARKETING AGREEMENT  
(Channel 55.2 – VIETSKY)**

This Television Multicast Local Marketing Agreement (this “*Agreement*”), is dated as of May 15, 2018, by and between KTBU Licensing, Inc., a Delaware corporation with its mailing address at 7007 NW 77th Ave., Miami, Florida 33166 (“*Licensee*”), and VIETSKY TELEVISION, LLC, a California limited liability company, with its mailing address at 12714 Hoover St., Garden Grove, CA 92841 (“*Programmer*”) (featuring the programming network “*VIETSKY*”).

**RECITALS**

Licensee holds all licenses and other authorizations issued by the Federal Communications Commission (the “*FCC*”) for the operation of digital television station KTBU-TV, digital channel 42 (virtual channel 55) (FCC Facility ID No. 28324) (the “*Station*”) and has available broadcasting time on its digital subchannel 55.2 (the “*Subchannel*”). The Station will be repacked to digital channel 33 on or before April 2019.

Programmer desires to provide programming and related services to the Subchannel subject to the terms and conditions set forth herein and to the Communications Act of 1934, as amended (“*Communications Act*”), and the rules, regulations and published policies of the FCC (“*FCC Rules*” and, together with the Communications Act, “*Communications Laws*”); and

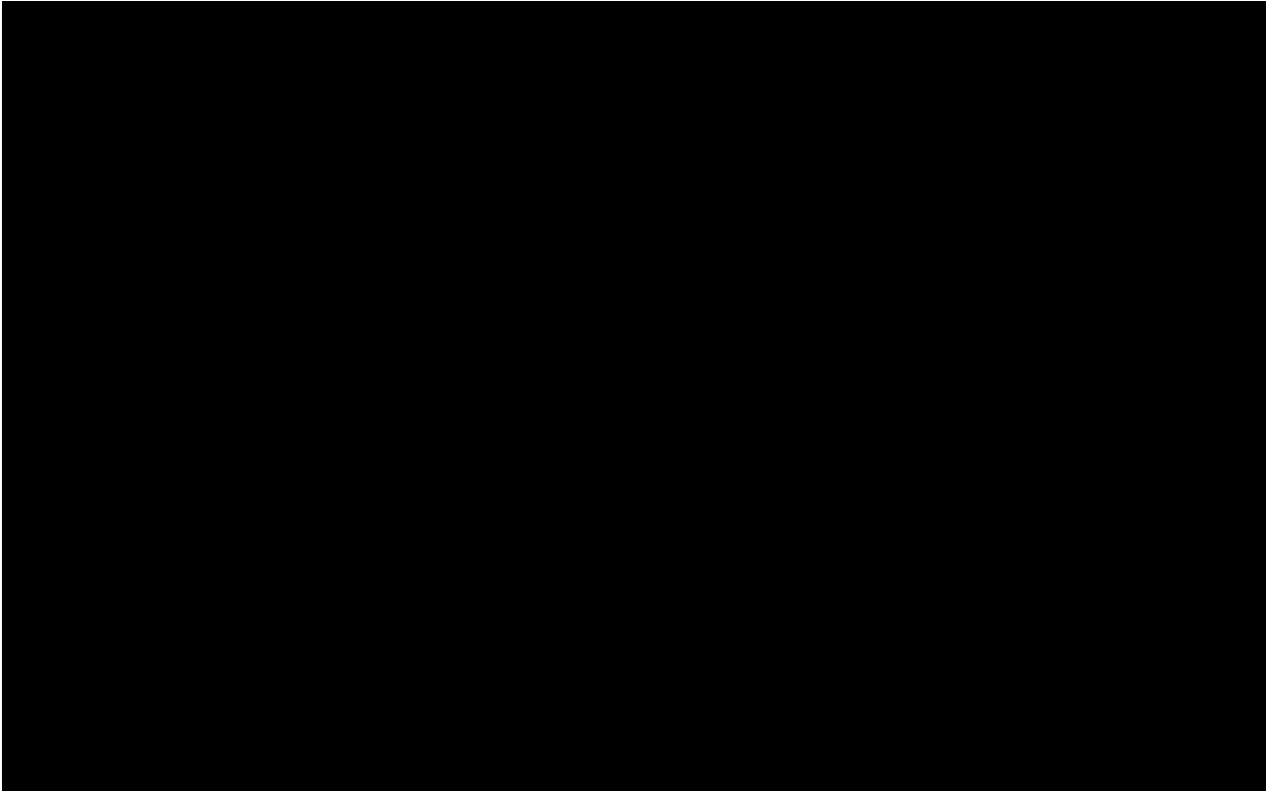
Licensee desires to accept the programming and related services to be supplied by Programmer to the Station for broadcast on the Subchannel.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Air Time and Transmission Services.** Subject to the terms and conditions of this Agreement, beginning on the Effective Date (as defined below), Licensee shall make available exclusively to Programmer all broadcast time (subject to Licensee’s reservation of time in Sections 4.2 and 4.3 hereof) on the Subchannel for the presentation of Programmer’s programs (the “*Programming*”), and Programmer will broadcast, or cause to be broadcast, its Programming on the Subchannel. The Programming will be broadcast in standard definition television on an amount of transmission capacity, as determined by Licensee in its sole discretion (which may vary from time to time during the course of a 24-hour day) necessary to transmit one digital program stream in standard definition television format on a continuous basis; *provided, however*, that such transmission capacity shall never be less than 3 Megabits per second (“*Mbps*”). Notwithstanding the foregoing, the digital multicast signal distributed by the Licensee shall be consistent with

the quality of the Licensee's other multicast streams, and the Licensee shall transmit the Programming without material degradation.

2. **Payments.**



3. **Term.** The term of this Agreement (the "*Term*") shall be for a period of five (5) years, commencing on June 1, 2018 (the "*Effective Date*") and terminating on [REDACTED] unless earlier terminated in accordance with Section 10 hereof.

4. **Programming.**

4.1 **Programming.** The Programming may include news, network programs, syndicated programs, locally produced programs, advertising commercial matter (in program or spot announcement forms), promotions and public service information. The right to use the Programming and to authorize its use in any manner and in any media whatsoever shall be, and remain, vested solely in Programmer, subject in all events to the rights, if any, of others in such Programming. Programmer shall not air any paid or barter programming.

4.2 **Public Service Programming.** Licensee will retain sole responsibility for the ascertainment of the problems, needs and concerns of residents of the Station's community of license and service area. Upon the request of Licensee, Programmer will assist Licensee in ascertaining such problems, needs and concerns. Programmer will make a good faith effort to include in its Programming programs which are responsive to

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such problems, needs and concerns. If, in Licensee's sole discretion, the Programming does not include programming sufficiently responsive under the Communications Laws to ascertained community problems, needs and concerns, then Licensee shall have the right to broadcast up to one (1) hour per week of such additional programming, either produced or purchased by Licensee, as Licensee shall reasonably determine to be appropriate in order to adequately respond to ascertained community problems, needs and concerns, at Licensee's sole cost and expense at times specified by Licensee in its sole discretion.

#### 4.3 **Children's Programming.**

4.3.1 **Inclusion of Core Programming.** Programmer shall have the mandatory obligation to ensure that at least three (3) hours per week of educational and informational programming designed primarily for children aged 16 years and younger is broadcast over the Subchannel each week between the hours of 7:00 a.m. and 10:00 p.m. which qualifies as "Core" programming in compliance with the Communications Laws.

4.3.2 **Compliance with Commercial Limits.** Programmer shall not broadcast advertising within programs originally designed for children aged 12 years and under in excess of the amounts permitted and shall otherwise comply with all requirements under the Communications Laws applicable to advertising in children's programs, including restrictions on "host selling," "tie-ins" and "program-length commercials."

4.3.3 **Certification of Compliance.** Programmer shall provide Licensee with a certification of fulfillment of this obligation on the last day of each quarter during the Term (*i.e.* on each March 31, June 30, September 30 and December 31 during the Term). The certification shall include a written description of each program, including (a) the title of the program, (b) the origin of the programming (locally-produced or syndicated), (c) the regular schedule of the programming, (d) the total times the program aired during the quarter, (e) the number of preemptions, (f) the length of the program, (g) the age of the target audience, (h) whether the "E/I" symbol was included in the program, as required, and (i) a description of the program, including a description of the educational and information objective of the program. Licensee shall provide Programmer with a form for submission of the foregoing information.

4.3.4 **Failure to Comply.** The failure of Programmer to comply with the obligations set forth in this Section 4.3 shall be deemed a breach of this Agreement. If Licensee, in its sole discretion, determines that the Programming does not include sufficient programming designed primarily for children aged 16 years and younger which complies with the Communications Laws, then Licensee shall have the right, in its sole discretion, to terminate this Agreement, and/or secure appropriate programming and broadcast up to three (3) hours of such additional programming either produced or purchased by Licensee as Licensee shall reasonably determine to be appropriate in order to comply with the Communications Laws, and Programmer shall be required to

reimburse Licensee for all costs and expenses incurred in connection with fulfilling this requirement.

#### 4.4 **Additional Obligations.**

4.4.1 **Station Identification; EAS.** Licensee shall coordinate with Programmer the broadcast of the Subchannel's hourly station identification and any other announcements required to be broadcast by the Communications Laws. Programmer agrees to cooperate with Licensee to ensure that all Emergency Alert System transmissions are properly performed in accordance with Licensee's instructions.

4.4.2 **Political Broadcasting.** Programmer shall cooperate with Licensee in ensuring compliance with the Communications Laws governing uses of the Subchannel's facilities by legally-qualified candidates for election to public office, including compliance with Licensee's obligation to provide reasonable access to the Station facilities by legally-qualified candidates for election to federal public offices; to comply with the lowest unit charge provisions of Section 315 of the Communications Act; and to provide a political disclosure statement to potential political advertisers. Programmer and Licensee shall cooperate in the preparation of any materials setting forth terms and conditions for the availability of political advertising time on the Subchannel.

4.4.3 **Public Inspection File; Reports and Record-Keeping Obligations.** Licensee shall maintain its public inspection files in accordance with the Communications Laws. Programmer shall, upon request by Licensee, provide Licensee with information with respect to the Programming which is responsive to the problems, needs and concerns of the community or which contains educational or informational programming for children, so as to assist Licensee in the preparation of required quarterly issues/programs reports and children's television programming reports, and Programmer shall provide upon reasonable request other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental authorities.

4.4.4 **Compliance with Law.** All actions or activities of Programmer and Licensee under this Agreement shall be in accordance with (i) the applicable provisions of the Communications Laws; (ii) all applicable federal, state and local regulations and policies; and (iii) generally accepted quality standards in the U.S. broadcasting industry.

4.4.5 **Closed Captioning.** If not exempt under one or more of the exemptions provided under the Communications Laws, Programmer shall provide closed captioning for its Programming on the Subchannel in compliance with the Communications Act.

4.4.6 **Sublease of Subchannel.** Programmer shall not sublease time on the Subchannel or surrender its obligation to select its programming to any other party.

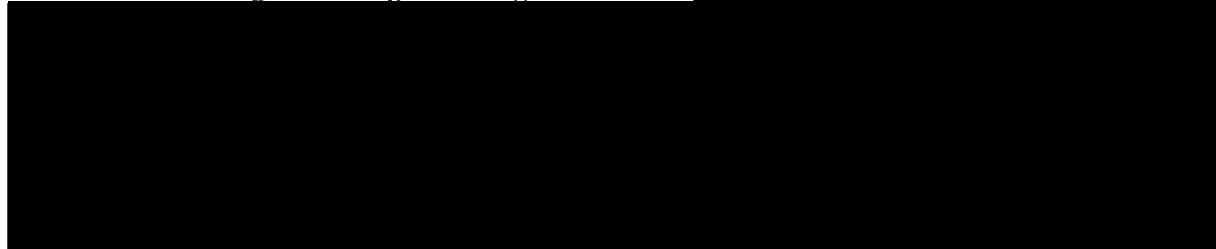
4.4.7 **Governmental Fees and Taxes.** Upon receipt of a statement from Licensee, Programmer shall pay to Licensee any and all fees imposed by any governmental authority that arise from the Programming or from Programmer's use of the Subchannel.

4.5 **Broadcast Station Programming Policy Statement.** Licensee has adopted a Broadcast Station Programming Policy Statement (the "**Policy Statement**"), a copy of which appears as Exhibit A hereto and which is incorporated herein by reference. The Policy Statement may be amended from time to time by Licensee, upon prior written notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement, the Communications Laws, and with all changes subsequently made by Licensee to the Policy Statement or by any governmental authority pursuant to the Communications Laws.

4.6 **Maintenance of Transmission Facilities.** Licensee shall maintain the Station's and Subchannel's transmission equipment and facilities, including the master control, antenna, transmitter and transmission line, and shall continue its accounts for the delivery of electrical power to the transmitting facilities. Licensee shall undertake such repairs as are necessary to maintain a full-time operation of the Station and Subchannel with the maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any loss or damage preventing such operation.

4.7 **Handling of Mail.** Programmer will provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with applicable FCC rules and policies, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, electronic mail or telephone calls in connection with the Programming.

5. **Advertising and Programming Revenues.**



6. **Main Studio; Delivery of Programming.** Programmer shall originate its programming from its existing studio facilities using studio equipment owned by Programmer. Programmer shall be responsible for delivery of the Programming to Licensee's master control facility located at 11150 Equity Drive, Houston, Texas 77041 or any other master control facility designated by Licensee during the Term by fiber line available 24 hours per day, seven days per week, at its sole expense. Programmer shall be responsible for all costs associated with origination and delivery of its programming.

7. **Force Majeure.** During the Term, any failure or impairment of the Station facilities or any delay or interruption in the broadcast of the Programming, or failure at any time by Licensee to furnish the Subchannel for the broadcast of the Programming, solely due to acts of God, *force majeure*, or due to causes wholly beyond the control of Licensee, shall not constitute a breach of this Agreement, and Licensee shall not be liable to Programmer in connection therewith.

8. **Licensee Control of Station.** Notwithstanding anything to the contrary set forth in this Agreement, Licensee shall have full authority, control and power over the operation of the Station and the Subchannel during the Term. Licensee shall retain control over Licensee's personnel and operations of the Station and the Subchannel. Licensee shall be responsible for ensuring compliance with the Communications Laws, including FCC requirements with respect to ascertainment of community problems, needs and concerns, children's programming, public service programming, political broadcasting, main studio staffing, maintenance of public inspection files and the preparation of quarterly issues/programs reports and children's programming reports. Nothing contained herein shall prevent Licensee, in order to comply with the Communications Laws, from (a) rejecting or refusing programs which Licensee believes, in its sole discretion, to be unsatisfactory or unsuitable or contrary to the public interest or (b) substituting programs which Licensee believes, in its sole discretion, to be of greater local or national importance or which are designed to address the problems, needs and interests of the local community.

9. **Indemnification.**

9.1 **Programmer's Indemnification.** Programmer shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, expenses, including any FCC fines or forfeitures (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, including but not limited to slander, indecency or defamation (hereinafter "**Claims**"), arising out of: (a) Programmer's broadcasts of the Programming and/or sale of advertising time by Programmer under this Agreement; (b) the actions, inactions or conduct of Programmer or Programmer's employees; and (c) any breach by Programmer of any of the representations, warranties, agreements or covenants applicable to Programmer pursuant to this Agreement.

9.2 **Licensee's Indemnification.** Licensee shall indemnify and hold harmless Programmer from and against any Claims, arising out of: (a) any broadcasts on the Station or on the Subchannel prior to the Effective Date; (b) any broadcasts on the Station or the Subchannel originated by Licensee pursuant to this Agreement; (c) the actions, inactions or conduct of Licensee or Licensee's employees; and (d) any breach by Licensee of any of the representations, warranties, agreements or covenants applicable to Licensee pursuant to this Agreement.

9.3 **Indemnification Notice, and Survival.** Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section 9 unless such

claim for indemnification is asserted in writing delivered to the other party, and where any such Claims involve a legal action, the party from whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk. The obligation of Programmer and Licensee to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

9.4 **Insurance; Certificate of Insurance.** Programmer, at its own expense, shall obtain and keep in full force and effect at all times during the Term of this Agreement an insurance policy (or policies) written by a company reasonably acceptable to Licensee, in an amount of not less than [REDACTED] and naming Licensee as an additional insured, against liability for personal injury or death, property damage, errors and omissions, and general business claims. The insurance policy must require notice to Licensee of any modification or termination of the policy, and Programmer must provide to Licensee prior to the Effective Date a certificate of insurance showing that such an insurance policy is in effect.

10. **Termination.**

10.1 **Termination in the Event of Bankruptcy.** Either party may terminate this Agreement if a petition in bankruptcy is filed by or on behalf of the other party, or the other party otherwise takes advantage of any insolvency law, or an involuntary petition in bankruptcy is filed against such other party and not dismissed within sixty (60) days thereafter, or if a receiver or trustee of any of the property or equity interests of such party is appointed at any time and such appointment is not vacated within sixty (60) days thereafter.

10.2 **Licensee Termination.** This Agreement may be terminated by Licensee upon ninety (90) days written notice pursuant to the notice provision set forth in Section 13 hereof.

10.3 **Termination in the Event of Breach.** Each of Programmer or Licensee may terminate this Agreement by providing written notice pursuant to the notice provision set forth in Section 13 hereof if the other party has been determined to be in breach, including but not limited to a breach by Programmer of the obligations set forth in Section 4.3 with respect to Children's Programming. Unless provided otherwise in this Agreement, a party shall not be determined to be in breach until thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute a breach, and such event has not been cured within such time period.

10.4 **Liabilities Upon Termination.** Upon termination of this Agreement in accordance with the terms hereof, Programmer shall be responsible for all liabilities, debts and obligations of Programmer accrued in connection with the purchase of air time

and transmission services on the Subchannel including accounts payable, barter agreements and unaired advertisements including payment in full of the Subchannel License Fee then remaining during the Term of the Agreement.

**10.5 Indemnification upon Termination.** No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 9 of this Agreement or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination.

**11. Local Marketing Agreement Challenge.** If this Agreement is challenged in whole or in part at or by a governmental authority or judicial forum, counsel for Licensee and counsel for Programmer shall jointly defend this Agreement and the parties' performance hereunder. If this Agreement is declared invalid or illegal in whole or in substantial part by a ruling, order or decree of a governmental authority or judicial forum, and such ruling, order or decree has become effective, then the parties shall endeavor in good faith to reform the Agreement as necessary. If the parties are unable to reform this Agreement within thirty (30) days of the effective date of such ruling, order or decree, then this Agreement shall terminate and neither party shall have any further liability to the other except as may be provided by Sections 9 and 10.5 hereof. For the avoidance of doubt, no party will have any liability for a breach of a representation or warranty based on a determination of illegality or invalidity under this Section 11.

**12. Additional Representations, Warranties and Covenants.**

**12.1 By Licensee.** Licensee makes the following representations and warranties to Programmer:

(a) **Authority and Binding Obligation.** Licensee has all requisite power and authority to execute and deliver this Agreement, and to perform and comply with all of the terms, covenants and conditions to be performed and complied with by it hereunder. This Agreement has been duly executed and delivered by Licensee and constitutes the legal, valid, and binding obligation of Licensee, enforceable against it in accordance with its terms.

(b) **Absence of Conflicting Agreements and Required Consents.** The execution, delivery, and performance of this Agreement (i) does not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, rule or regulation of any court or governmental unit to which Licensee is a party or by which Licensee is bound, (ii) does not conflict with, constitute grounds for termination of, result in a breach of or constitute a default under any agreement, instrument, license or permit to which Licensee is a party or by which Licensee may be bound, and (iii) does not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Station.

**12.2 By Programmer.** Programmer makes the following representations and warranties to Licensee:



(a) **Authority and Binding Obligation.** Programmer has all requisite power and authority to execute and deliver this Agreement, and to perform and comply with all of the terms, covenants and conditions to be performed and complied with by it hereunder. This Agreement has been duly executed and delivered by Programmer and constitutes the legal, valid, and binding obligation of Programmer, enforceable against it in accordance with its terms.

(b) **Absence of Conflicting Agreements and Required Consents.** The execution, delivery, and performance of this Agreement (i) does not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, rule or regulation of any court or governmental unit to which Programmer is a party or by which Programmer is bound, and (ii) does not conflict with, constitute grounds for termination of, result in a breach of or constitute a default under any agreement, instrument, license or permit to which Programmer is a party or by which Programmer may be bound.

(c) **Compliance with Copyright Act.** Programmer represents, warrants and covenants to Licensee that Programmer has full authority to broadcast its programming on the Subchannel, and that Programmer shall not broadcast any material in violation of the Copyright Act.

### 13. **Miscellaneous.**

13.1 **Amendment.** Any amendment, supplement or modification of or to any provision of this Agreement, and any waiver of any provision of this Agreement, and any consent to any departure by any party hereto from the terms of any provision of this Agreement, shall be effective (i) only if it is made or given in writing and signed by each of the parties hereto, and (ii) only in the specific instance and for the specific purpose for which made or given. No failure to exercise and no delay in exercising on the part of any party hereto in exercising any right, remedy, power or privilege provided in this Agreement or by statute or at law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No course of dealing between the parties hereto shall operate as a waiver of any right, power or privilege hereunder of any such party. Each and every default by any of the parties under this Agreement shall give rise to a separate cause of action hereunder, and separate suits may be brought under this Agreement as each cause of action arises.

13.2 **Entire Agreement.** This Agreement, together with the exhibits and schedules hereto, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with the exhibits, schedules and attachments hereto, supercede all prior agreements and understandings between the parties with respect to such subject matter.

13.3 **Survival of Representations and Warranties.** All of the representations and warranties of made herein shall survive the execution and delivery of this Agreement.

13.4 **Confidentiality.** No statement announcing in any way the transactions contemplated by this Agreement shall be issued by (i) Programmer, without the prior written consent of Licensee as to the specific content of such statement, such consent not to be unreasonably withheld or delayed, (ii) Licensee, without the prior written consent of Programmer as to the specific content of such statement, such consent not to be unreasonably withheld or delayed; *provided that* this Section 13.4 shall not apply in the event such disclosure is required (a) by any pending litigation or any requirement of law (as determined in good faith by counsel to Programmer or Licensee, as applicable), including if a court of competent jurisdiction or a duly authorized governmental authority requires any such statement, or (b) if there is a requirement of law (as determined in good faith by counsel to Programmer or Licensee, as applicable) for the filing of any transaction document with a governmental authority or other disclosure related thereto.

13.5 **Notices.** All notices, demands, requests, and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, courier service or personal delivery:

If to Licensee:

Spanish Broadcasting System, Inc.  
Legal Department  
7007 NW 77th Ave.  
Miami, Florida 33166  
Phone: (305) 441-6901  
Facsimile: (866) 239-1521

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

Lerman Senter PLLC  
2001 L Street, N.W.  
Washington, D.C. 20036  
Attention: Nancy A. Ory  
Telephone: (202) 416-6791  
Facsimile: (202) 293-7783

If to Programmer:

VIETSKY TELEVISION, LLC  
12714 Hoover St.  
Garden Grove, CA 92841

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Attention: Mr. Loc Tran, President  
Telephone: (214) 682-5559  
Facsimile: ( ) - -

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; and when delivered by courier, if delivered by commercial courier service; when actually received by the intended recipient, if mailed; *provided, however,* that if any notice, demand or other communication is delivered or received, as the case may be, after 5:00 P.M. Florida time on a Business Day or delivered or received, as the case may be, on a day that is not a Business Day, such notice, demand or communication shall be deemed to have been duly given pursuant to this Section 13.5 on the next succeeding Business Day. Any party may by notice given in accordance with this Section 13.5 designate another address or Person for receipt of notices hereunder, but such notice shall not be effective until actually received. For purposes of this Agreement, the term "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the State of Florida, are authorized or required by law or executive order to close.

13.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

13.7 **Headings; Gender.** The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. As used herein, masculine pronouns shall include the feminine and neuter, neuter pronouns shall include the masculine and feminine, and the singular shall be deemed to include the plural. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Except as otherwise indicated, all references in this Agreement to "Sections", "Exhibits" and "Attachments" are intended to refer to Sections of this Agreement, Exhibits to this Agreement and Attachments to this Agreement.

13.8 **Further Assurances.** Each party hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as may be necessary, advisable or convenient to carry out the intent and purpose of this Agreement.

13.9 **Rule of Construction.** 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.

13.10 **Remedies.** Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this Agreement or now or hereafter existing at law or in equity.

13.11 **Consent to Jurisdiction.** Any Claim arising out of or relating to this Agreement or the transactions contemplated hereby shall be brought by the parties and heard and determined only in the State of Florida. The parties hereto consent to jurisdiction before and waive any objections of venue to the State of Florida, Florida state court and any federal court sitting in Florida. Each party agrees not to assert, by way of motion, as a defense or otherwise, in any such Claim, that it is not subject personally to the jurisdiction of any such courts, that such Claim is brought in an inconvenient forum, that the venue of such Claim is improper or that this Agreement or the subject matter hereof may not be enforced in or by any such courts. Each party further irrevocably submits to the jurisdiction of Miami, Florida state court and any federal court sitting in Florida in any such Claim. Each of the parties irrevocably consents to service of process in the manner provided for notices in Section 13.5. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law.

13.12 **Governing Law; Waiver of Jury Trial.** The construction and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its principles of conflict of law. The exclusive forum for the resolution of any disputes arising hereunder shall be the federal or state courts located in Miami, Florida, and each party irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

13.13 **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable. No invalidity or unenforceability shall affect any other portion of this Agreement.

13.14 **No Third Party Beneficiaries.** This Agreement is not for the benefit of any third party and shall not be deemed to grant any right or remedy to any third party whether or not referred to herein.

13.15 **No Agency Relationship.** Nothing contained herein shall be construed so as to create any joint venture, partnership, business combination, or agency relationship between Programmer and Licensee and neither party shall be authorized to act on behalf of the other.


13.16 **Non-Exclusive Agreement.** Nothing in this Agreement precludes Licensee from carrying any other programming supplied by third parties, including without limitation, competitive programming.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Local Marketing Agreement as of the date first above written.

**KTBU LICENSING, INC.**

By:   
Joseph A. Garcia, Senior Executive Vice President

**VIETSKY TELEVISION, LLC**

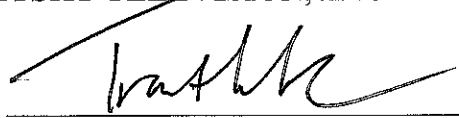
By:   
Name: Loc Tran  
Title: President

EXHIBIT A  
BROADCAST STATION PROGRAMMING POLICY STATEMENT

Programmer agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standard of excellence, and for this purpose to observe the following regulations in the preparation, writing, and broadcasting of its programs.

**I. No Plugola or Payola.** Programmer covenants that it shall not accept, and shall instruct its employees not to accept, any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, in exchange for the broadcast of program matter whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payor is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements.

**II. No Lotteries.** Announcements giving any information about lotteries or games, to the extent that such announcements are prohibited by federal or state law or regulation, are prohibited.

**III. Election Procedures.** At least fifteen (15) days before the start of any primary or general election campaign, Programmer will clear with Licensee's General Manager the rates that Programmer will charge for advertising time to be sold on the Subchannel to legally-qualified candidates for election to public office and/or to their supporters, in order to make certain that the rates charged are in conformance with applicable law and Station policy (a copy of which is attached).

**IV. Required Announcements.** Programmer shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning and at the end of each day's transmissions by the Subchannel, and at the beginning of each hour during the Subchannel's operations, to identify the Subchannel, and (ii) any other announcements that may be required by law, regulation, or Station policy (a copy of which is attached).

**V. No Illegal Announcements.** No announcements or promotion prohibited by the Communications Laws or other federal or state law or regulation shall be made over the Subchannel. Any game, contest, or promotion relating to or to be presented over the Subchannel must be fully stated and explained in advance to Licensee, who reserves the right in its sole discretion to reject any game, contest, or promotion.

**VI. Licensee Discretion Paramount.** In accordance with Licensee's responsibility under the Act and the rules and regulations of the FCC, Licensee reserves the right to reject or to terminate any advertising proposed to be presented or being presented over the Subchannel which is in conflict with Station policy (a copy of which is

attached) or which in Licensee's or its General Manager's sole judgment would not serve the public interest.

Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, the Subchannel will remain in compliance with all applicable laws, rules, regulations, and policies and if broadcasting in the public interest will be served. In any case where questions of policy or interpretation arise, Programmer should submit such questions to Licensee for decision before making any commitments in connection therewith.