

EXECUTED

SECOND AMENDMENT TO  
KXLA MULTICAST CHANNEL BROADCAST AGREEMENT.

NEW  RENEW  ADDITION  CHANGE  CANCEL

COMPANY: CGN America AGENCY/SPONSOR:



This SECOND AMENDMENT (this "Amendment") amends that certain KXLA Multicast Channel Agreement ("the Multicast Agreement"), dated [REDACTED] by and between CGN America (the "Company") and KXLA TV 44, Inc. ("KXLA"), as amended, for broadcasting on Channel 44.9. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Multicast Agreement.

WHEREAS, the parties mutually agree to update the Multicast Agreement to reflect the Company's new point of contact and signatory to such future agreements as follows:



NOW THEREFORE BE IT RESOLVED, [REDACTED] new point of contact and signatory on future Multicast Agreements; and

RESOLVED FURTHER, except as expressly amended in this Amendment, all other terms and provisions of the Multicast Agreement, including the Programming Schedule attached as Exhibit "B" to the Multicast Agreement and any amendments thereto, shall remain unchanged and in full force and effect. This Amendment may be executed in counterparts and may be signed and transmitted via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as a sealed instrument by their respective duly authorized officers, agents or representatives.

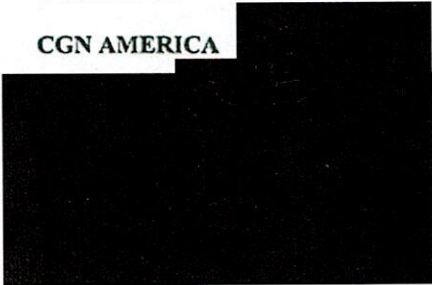
KXLA:

COMPANY:

KXLA TV 44, INC.

CGN AMERICA

By: [Signature]  
Print Name: Ronald L. Ulloa  
Title: President



DATE: 2/10, 2023



As of July 22, 2021

**FIRST AMENDMENT TO  
KVMD TV, LLC MULTICAST CHANNEL AGREEMENT AND ASSIGNMENT TO KXLA TV 44, INC. EXECUTED**

NEW  RENEW  ADDITION  CHANGE  CANCEL

COMPANY: CGN America

AGENCY/SPONSOR:

CGN America (the "Company") and KXLA TV 44, INC. ("KXLA"), amends that certain KVMD TV, LLC Multicast Channel Agreement, by and between KVMD and the Company, dated as of [REDACTED] as amended (collectively, the "Multicast Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Multicast Agreement.

WHEREAS, KVMD and the Company entered into the Multicast Agreement [REDACTED]

WHEREAS, the Company has agreed to move its programming from KVMD channel 31.9 to KXLA channel 44.9, effective [REDACTED]

WHEREAS, KVMD ("Assignor") wishes to assign, transfer and convey to KXLA ("Assignee"), and KXLA wishes to assume, accept, and agree to perform or otherwise discharge all of KVMD's rights, obligations (to the extent arising after the Assignment Effective Time, as defined below), title and interest in, to and under the Multicast Agreement; and

WHEREAS, the Company agrees to consent to such assignment of the Multicast Agreement by KVMD to KXLA.

NOW, THEREFORE, in consideration of the premises and the agreements in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, KVMD, the Company and KXLA agree as follows:

**A. ASSIGNMENT**

1. Subject to and effective as of the execution of this Amendment (the "Assignment Effective Time"), Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby assumes, accepts, and agrees to perform or otherwise discharge, all of Assignor's rights, obligations (to the extent arising after the Assignment Effective Time), title and interest in, to and under the Multicast Agreement ("Assignment").
2. The Company hereby consents to the Assignment.
3. Assignee hereby accepts the assignment, and assumes, accepts, and agrees to perform or otherwise discharge all of Assignor's duties, obligations and liabilities of Assignor under the Multicast Agreement.
4. Except for those provisions of the Multicast Agreement that explicitly survive termination or expiration, as of the Assignment Effective Time, Assignor's rights and obligations associated with the Agreement will cease, except that Assignor shall remain fully responsible and liable to the Company for any breach of the Multicast

Agreement based upon acts or omissions that occurred prior to the Assignment Effective Time.

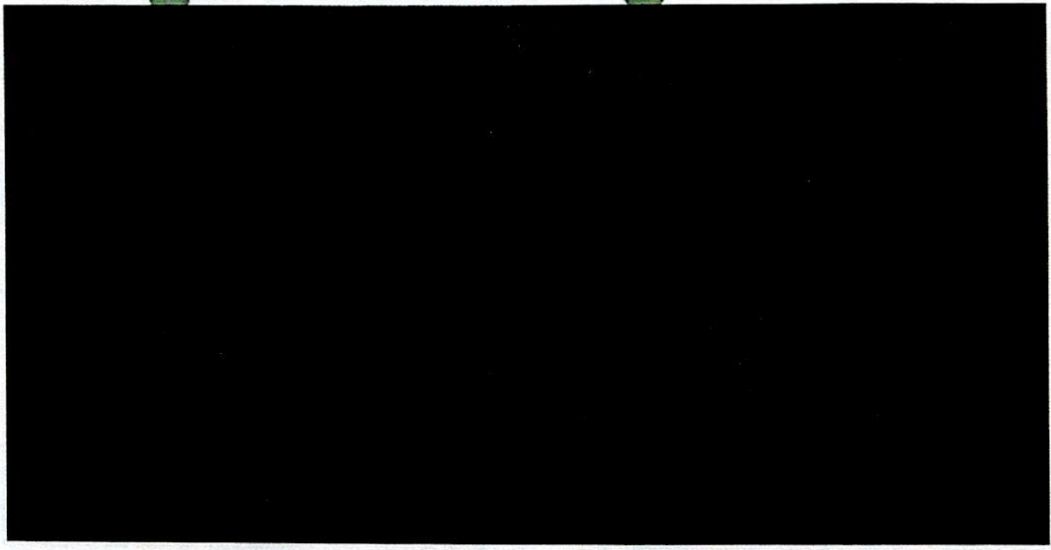
5. This Assignment is subject to all of the representations, warranties, covenants, and other provisions set forth in the Multicast Agreement, all of which are hereby incorporated herein by reference.

**B. AMENDMENT OF MULTICAST AGREEMENT**

Subject to the Assignment, the Multicast Agreement is hereby amended

ast Channel ID. The Company and KXLA mutually acknowledge and agree to modify the Minor Channel ID number assigned to the Company's programming. Accordingly, the Multicast Channel ID section in Exhibit "B" to the Multicast Agreement shall be, and hereby is, amended such that the Minor Channel ID number assigned to Company's programming will be 44.9 (the "Multicast Channel"). Such Multicast Channel has been assigned on a first-come, first-serve basis and as agreed upon by Company and KXLA as of the date of this Amendment.







IN WITNESS WHEREOF, the parties have caused this Assignment and Amendment to be duly executed as a sealed instrument by their respective duly authorized officers, agents or representatives.

**ASSIGNOR**

**COMPANY**

**KVMD TV, LLC**




By: 

**Print Name:** Ronald L. Ulloa

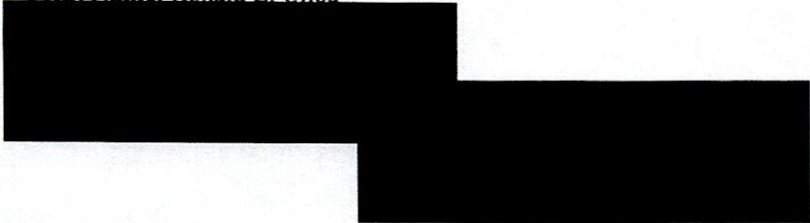
**Title:** President



**KXLA TV 44, INC.**

By: 

**Print Name:** Ronald L. Ulloa



As of: February 10, 2020

**KVMD TV, LLC.**  
2323 Corinth Avenue  
West Los Angeles, California 90064  
(310) 478-0055

EXECUTED

**KVMD MULTICAST CHANNEL AGREEMENT**

NEW  RENEW  ADDITION  CHANGE  CANCEL

COMPANY: CGN America	AGENCY SPONSOR:
[REDACTED]	

THIS AGREEMENT SHALL NOT BECOME BINDING UPON KVMD TV, LLC. (HEREIN "KVMD") UNLESS ACCEPTED IN WRITING BY ITS PRESIDENT OR AN AUTHORIZED OFFICER OF KVMD.

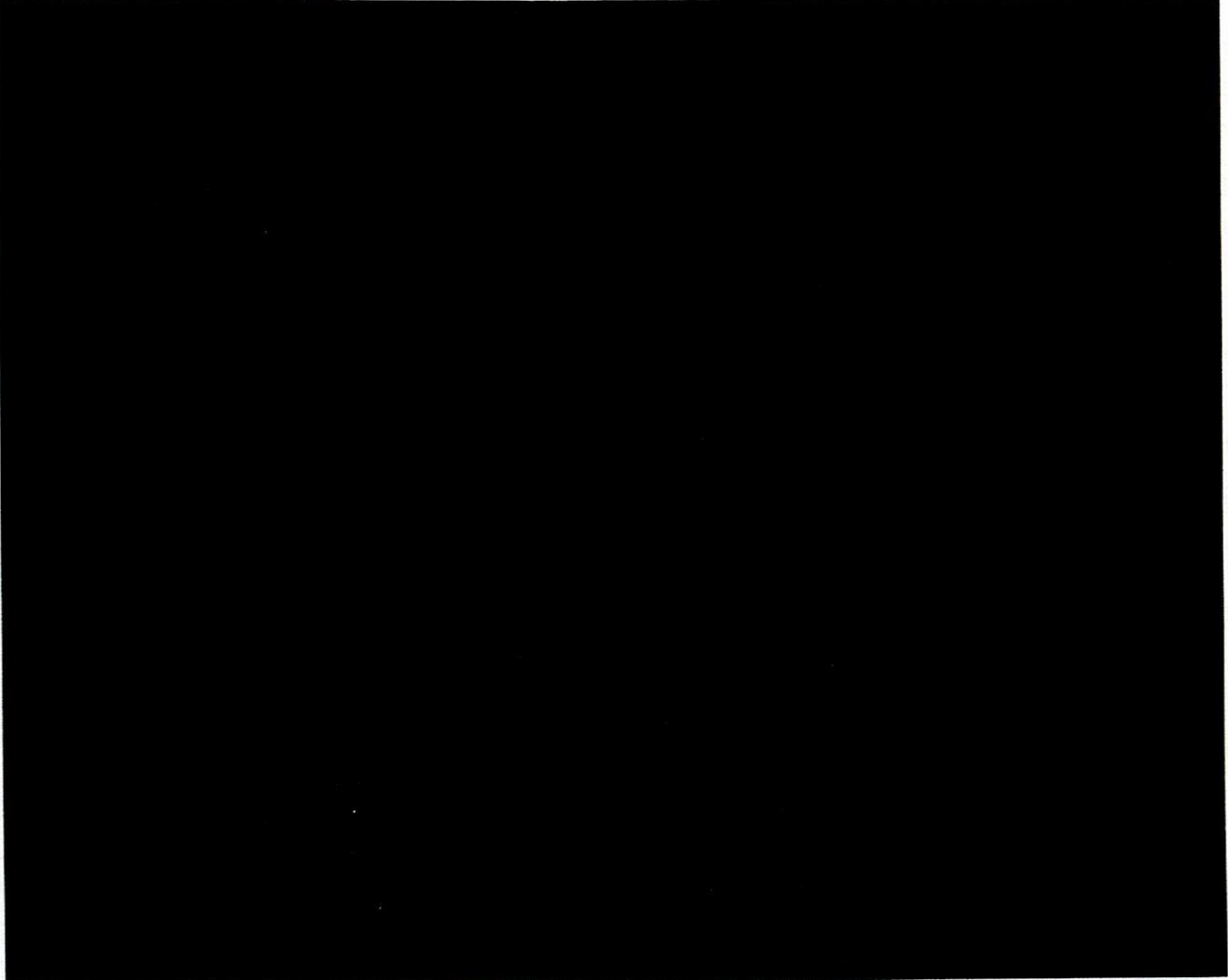
COMPANY IS LIABLE FOR PERFORMANCE UNDER THIS AGREEMENT AND HEREBY AGREE TO BE BOUND BY ALL TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE TERMS AND CONDITIONS AND THE EXHIBITS AND PROGRAMMING SCHEDULE (IF APPLICABLE) ATTACHED HERETO, WHICH ARE HEREBY MADE A PART OF THIS AGREEMENT AND INCORPORATED HEREIN BY THIS REFERENCE.



# KVMD MULTICAST CHANNEL BROADCAST AGREEMENT TERMS AND CONDITIONS

## 1. Broadcast of Programming

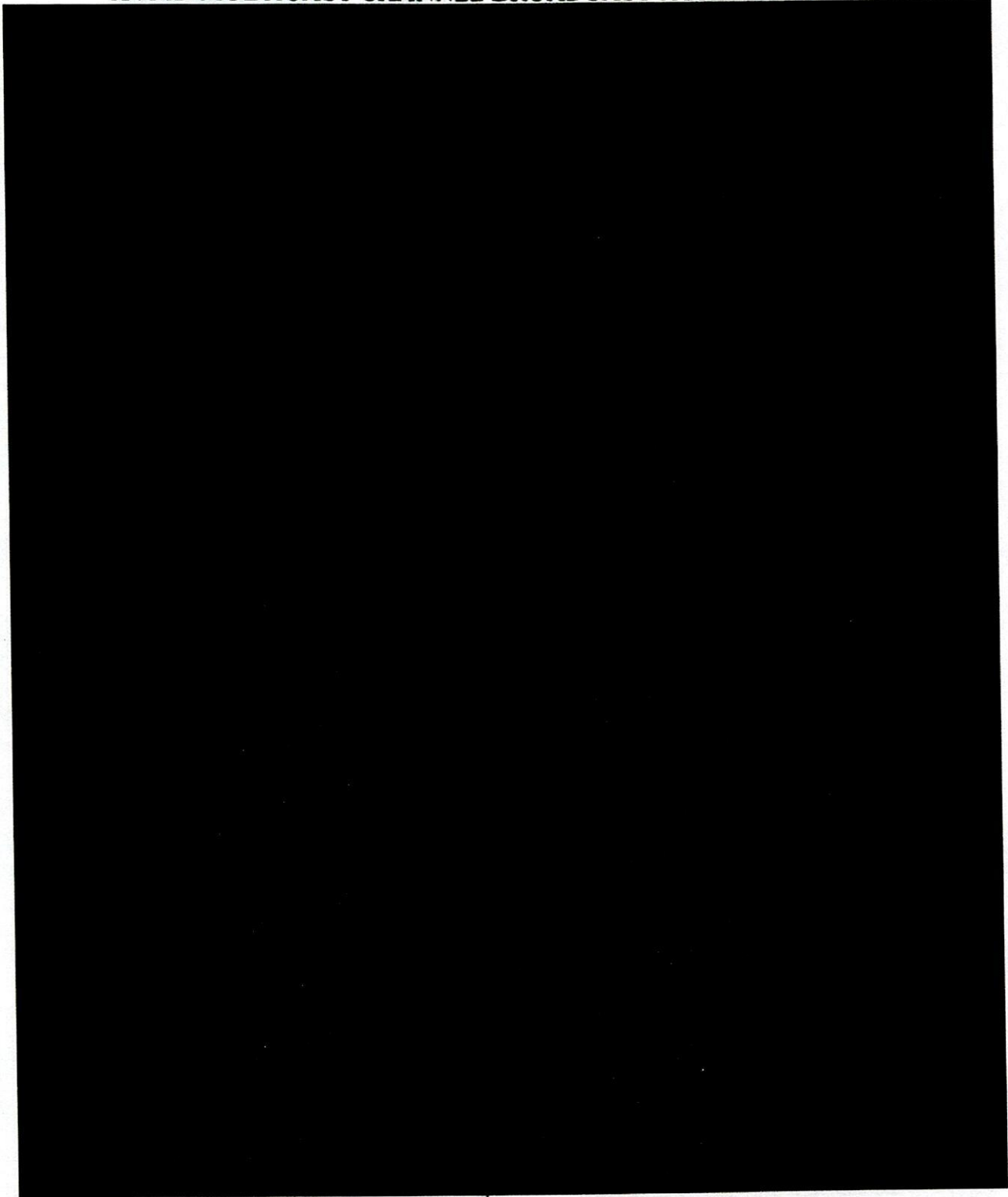
KVMD is licensed for digital television and has air time available on a portion of its assigned digital spectrum. KVMD will broadcast the television programming covered hereby and provided to KVMD on its digital spectrum, on the day(s) and the times specified on Exhibit "B", attached hereto. For purposes of this Agreement, "broadcast" means via the television broadcast station KVMD, licensed to Rancho Palos Verdes Broadcasters, Inc., with a community of license of Rancho Palos Verdes, California (Facility ID Number 55083), pursuant to the licenses issued by the Federal Communications Commission ("FCC"). KVMD shall broadcast the programming on a multicast channel using its digital spectrum during the programming air dates and times as set forth on Exhibit "B" using such bandwidth as KVMD determines in its sole discretion to be necessary to provide a good quality over-the-air digital broadcast transmission but excluding any and all high-definition transmissions. In the event that any multichannel video programming distributor elects to carry the multicast channel carrying the Company's programming, KVMD and Company both acknowledge and agree that they shall negotiate an increased rate for Company's programming pursuant to the terms and conditions as set forth on Exhibit "B". Notwithstanding any other provision in this Agreement, KVMD shall have full authority to operate and control the station, including the digital spectrum.



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KVMD MULTICAST CHANNEL BROADCAST AGREEMENT



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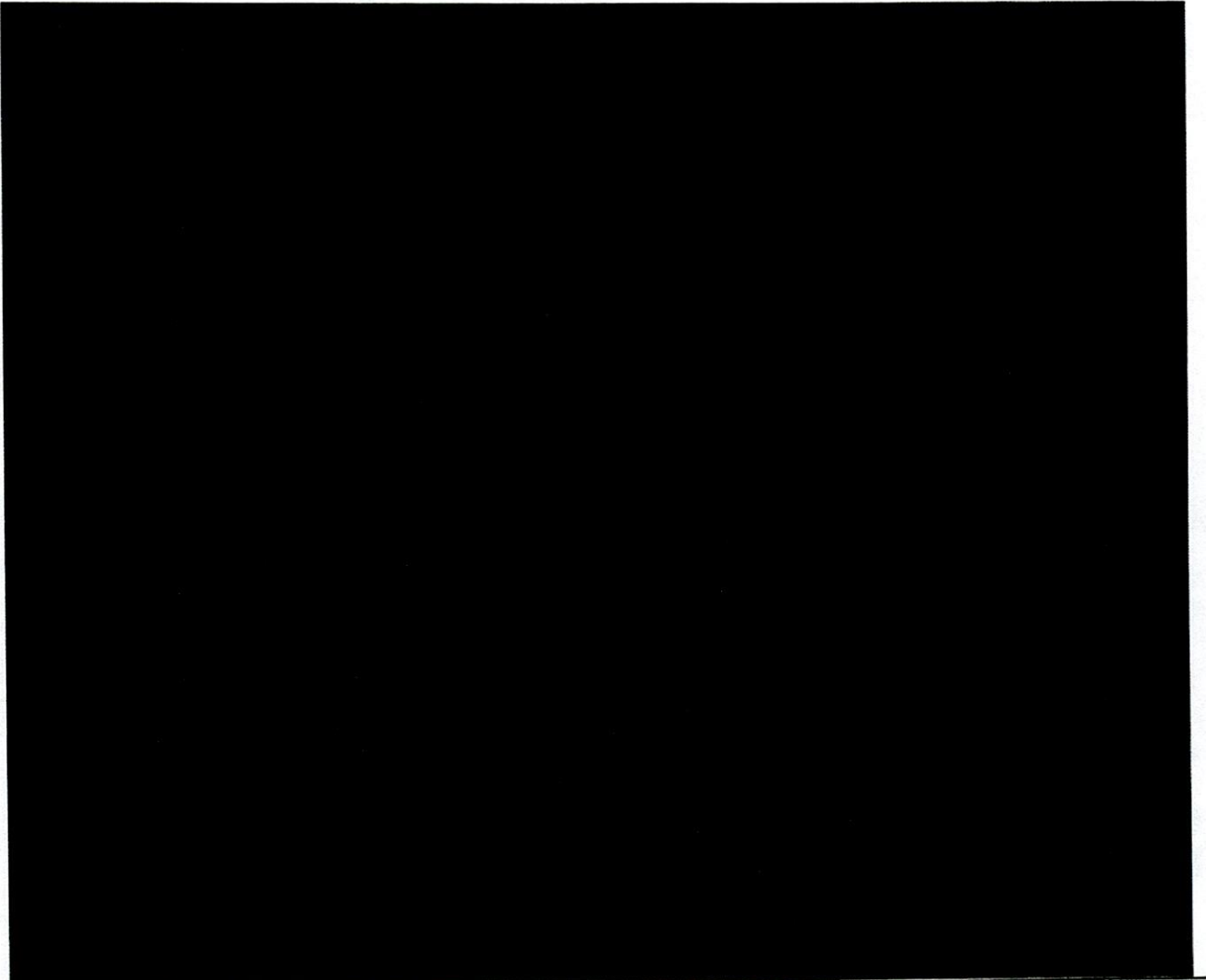
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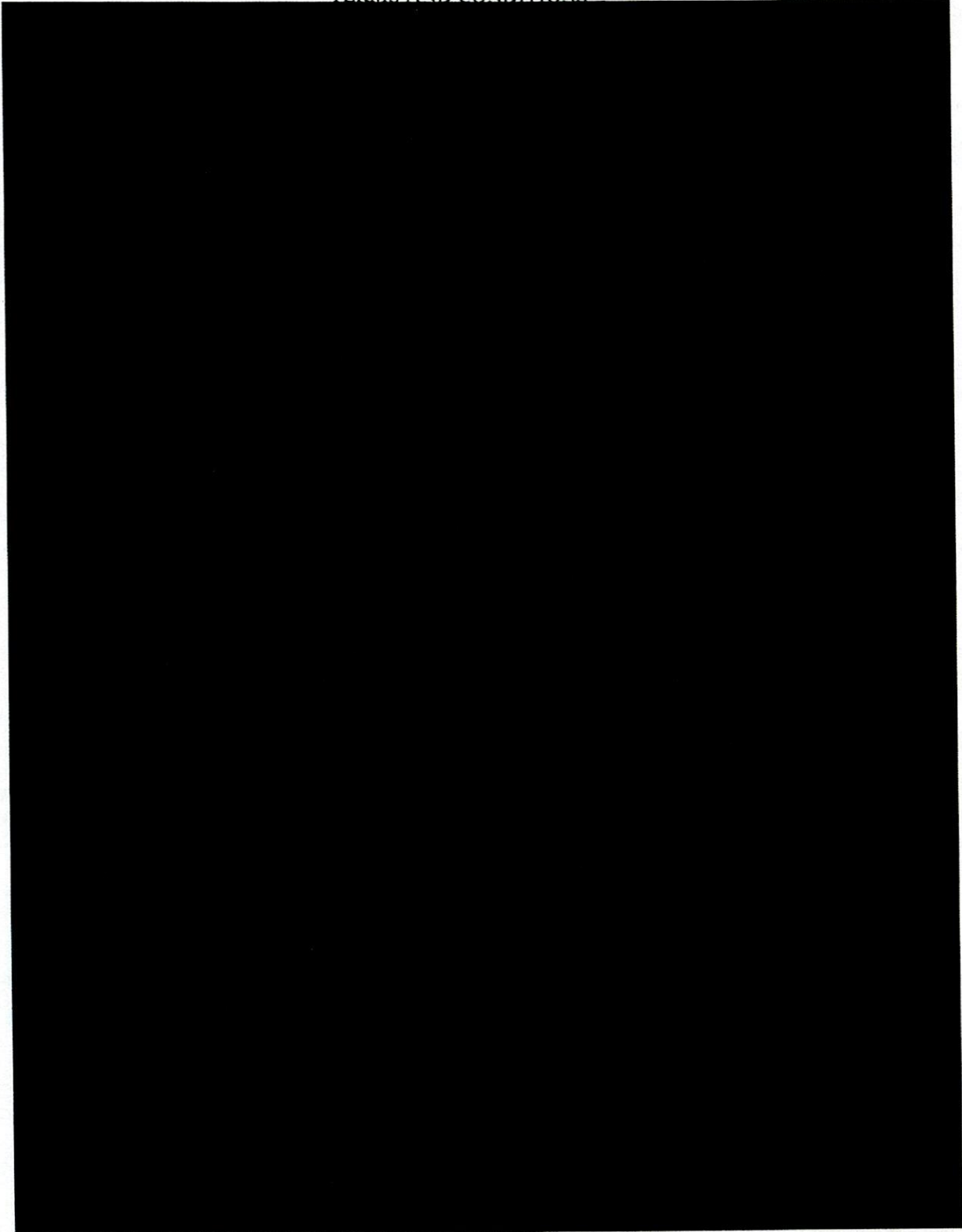
KVMD MULTICAST CHANNEL BROADCAST AGREEMENT  
TERMS AND CONDITIONS



**5. General Provisions**



KVMD MULTICAST CHANNEL BROADCAST AGREEMENT  
TERMS AND CONDITIONS



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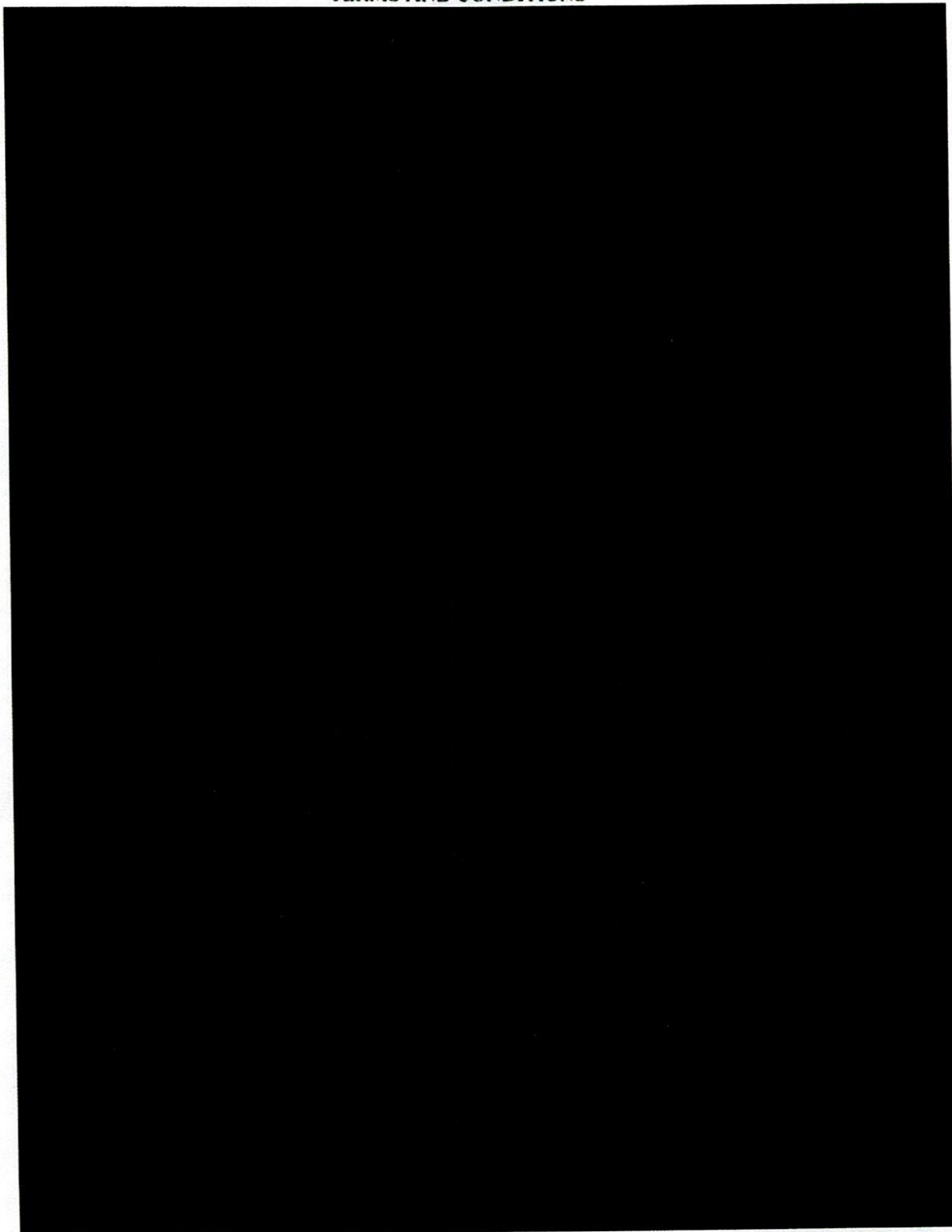
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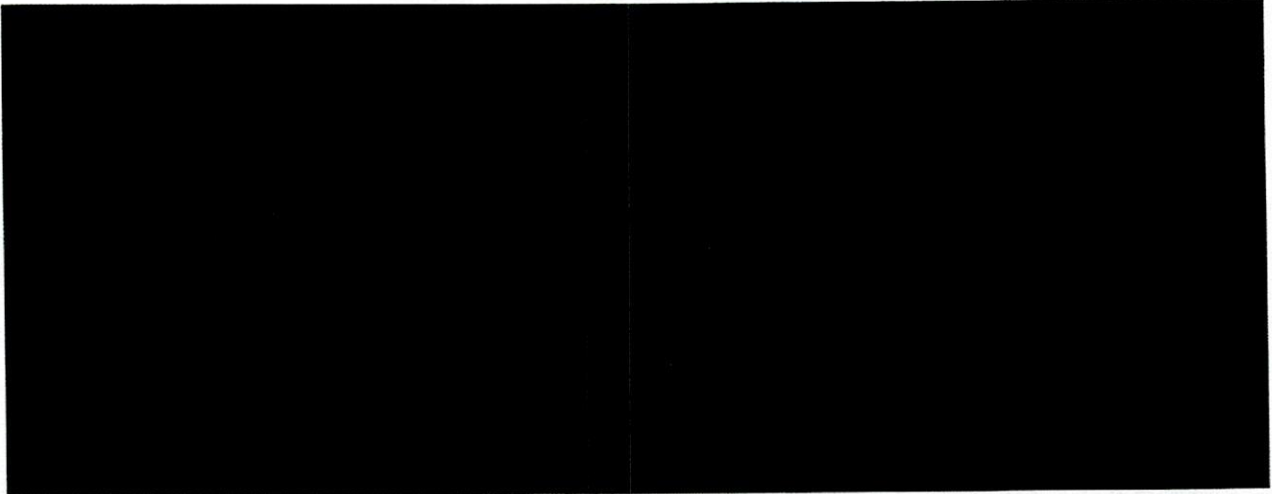


KVMD MULTICAST CHANNEL BROADCAST AGREEMENT  
TERMS AND CONDITIONS



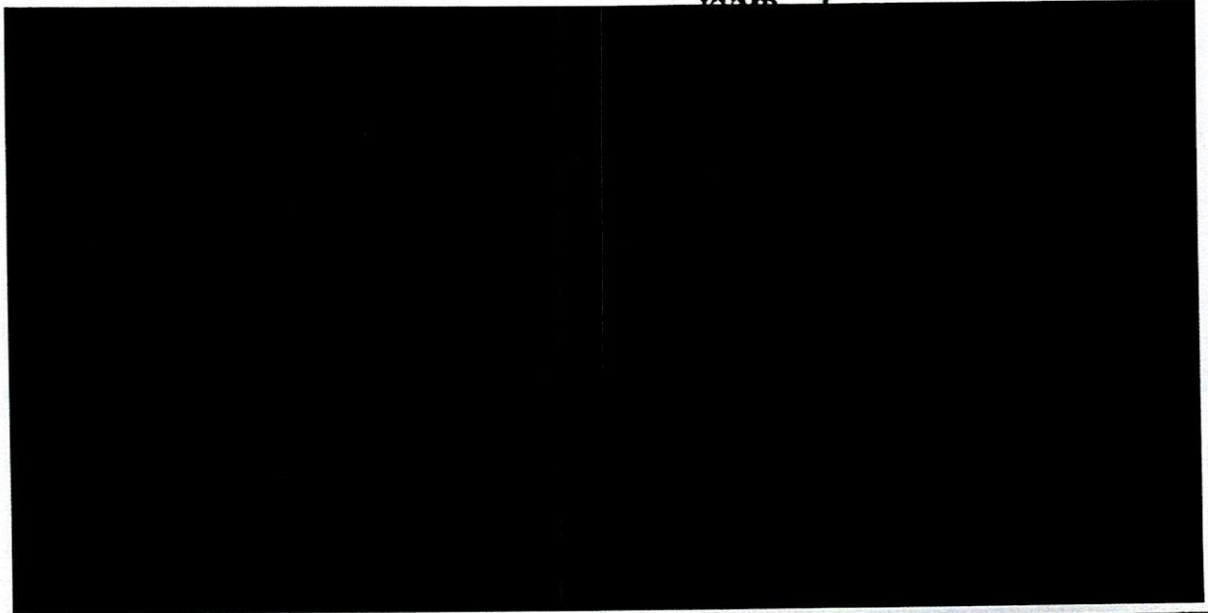
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KVMD MULTICAST CHANNEL BROADCAST AGREEMENT  
TERMS AND CONDITIONS



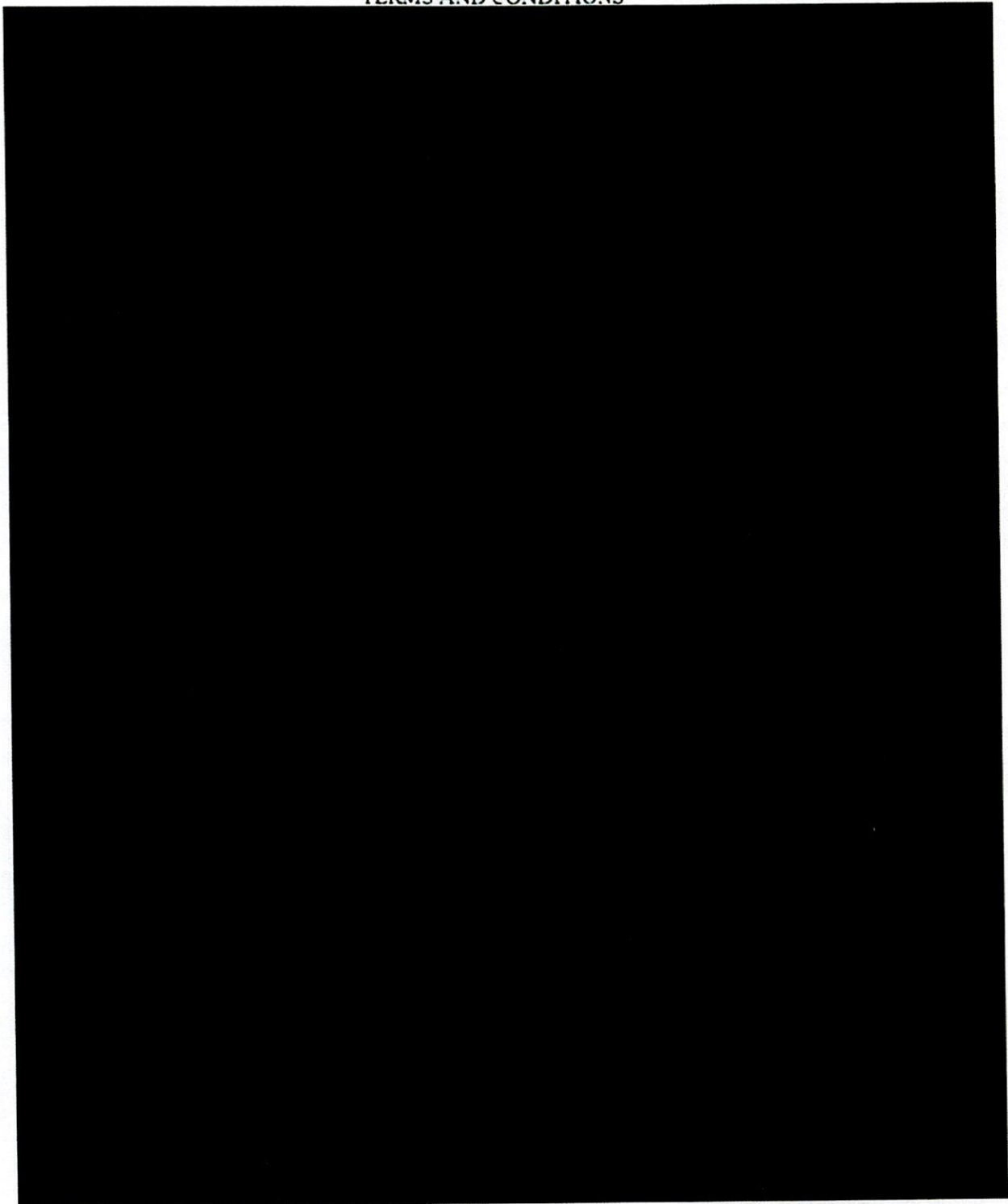
This Agreement shall be deemed to have been executed and delivered within the State of California without regard to the conflicts of laws principles. This Agreement and the rights and obligations of the parties hereto shall be construed, interpreted, and enforced in accordance with the laws of the State of California. Any action brought to enforce this Agreement shall be filed in Los Angeles County Superior Court, Central Division. EACH PARTY HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT. NO PARTY NOR ANY ASSIGNEE OF, OR SUCCESSOR TO, SUCH PARTY, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION OR PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR BETWEEN THE PARTIES HERETO, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED UNDER APPLICABLE LAW. THE PROVISIONS OF THIS SECTION 9, WITH THE ADVICE OF EACH PARTY'S RESPECTIVE LEGAL COUNSEL, HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS.

COMPANY:           K          



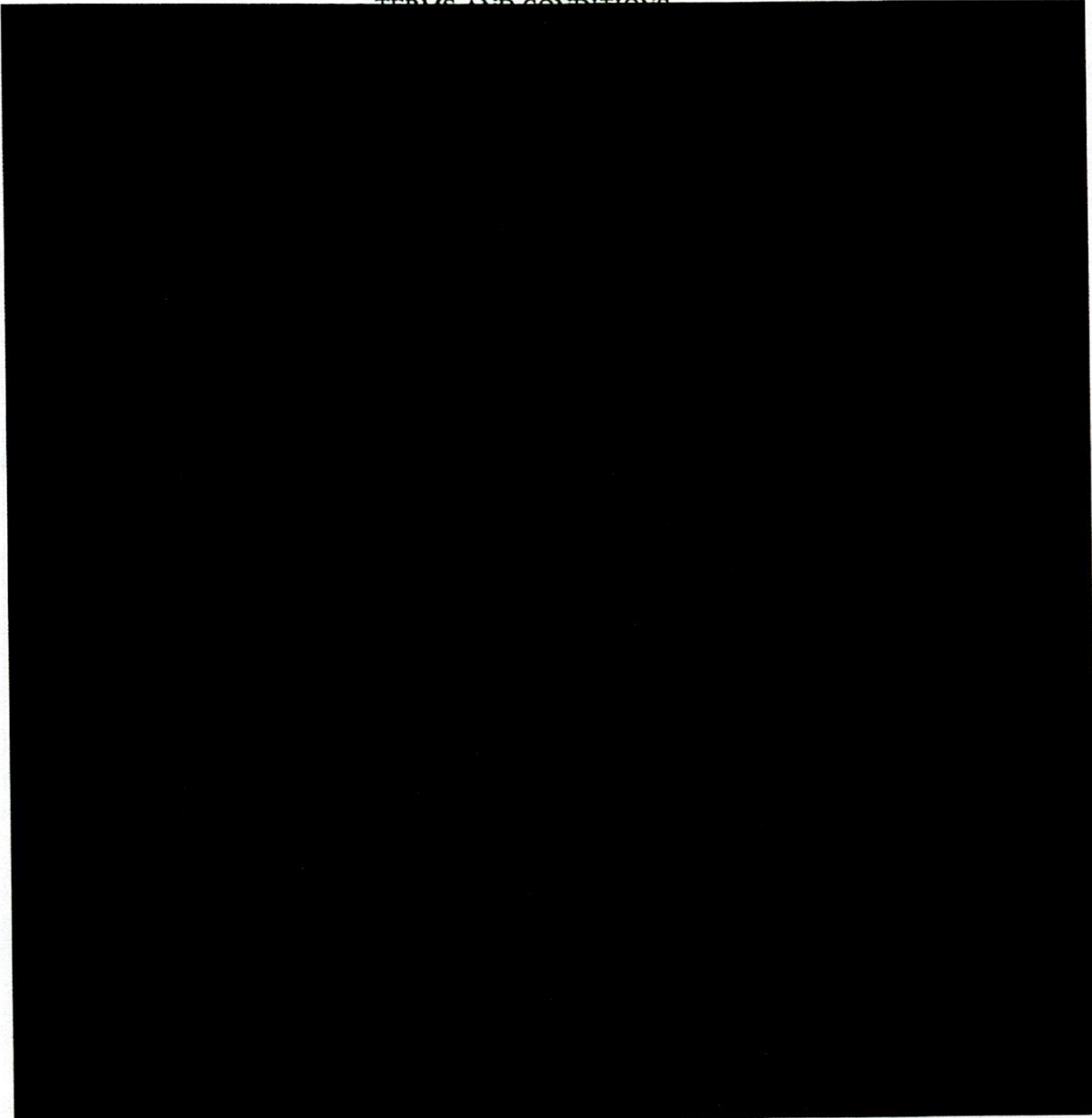


KVMD MULTICAST CHANNEL BROADCAST AGREEMENT  
TERMS AND CONDITIONS



**KVMD MULTICAST CHANNEL BROADCAST AGREEMENT**

**TERMS AND CONDITIONS**



**KVMD TV LLC**  
2323 Corinth Avenue  
West Los Angeles, California 90064  
Attention: Ronald Ulloa, President

**12. Force Majeure.**

Except for Company's obligation under this Agreement to make payment as required hereunder, non-performance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason

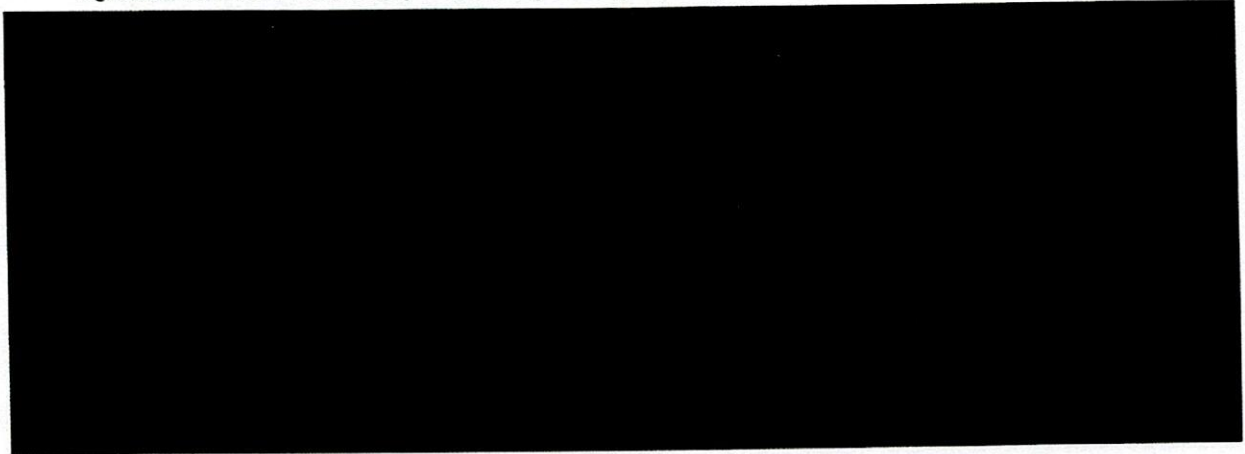
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## KVMD MULTICAST CHANNEL BROADCAST AGREEMENT TERMS AND CONDITIONS

where failure to perform is beyond the control and not caused by the negligence of the non-performing party. In case of threatened or actual non-performance because of any of the above causes, the non-performing party will exercise commercially reasonable efforts to avoid and cure such non-performance. If the suspension of performance continues for more than sixty (60) days, KVMD may terminate this Agreement effective immediately, without any liability to Company.



**EXHIBIT "A"**  
**KVMD MULTICAST CHANNEL**  
**RANCHO PALOS VERDES BROADCASTERS, INC.**

STATEMENT OF COMMERCIAL  
PROGRAMMING POLICY

The Program/Company ("Company") agrees to cooperate with KVMD in the broadcasting of programming of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programming:

I. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

II. **No Denominational Attacks.** Programming shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization.

III. **Controversial Issues.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programming is not to be used as a forum for editorializing about individual candidates. If such events occur, KVMD may require that responsive programming be aired at the expense of the Company and the Company shall be liable for payment of any claims, damage, judgment, or Federal Communications Commission ("FCC") fines incurred as a result of such broadcasts.

IV. **Donation Solicitation.** Requests for donations in the form of a specific amount, i.e. \$1.00 to \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the broadcast or church are permitted.

V. **Treatment of Parapsychology.** The advertising or promotion of fortune telling, occultism, astrology, phrenology, palm reading, or numerology, mind-reading, character readings, or subjects of the like nature is not permitted.

VI. **No Ministerial Solicitations.** No invitations by the minister or other individual appearing on the programming to have listeners come and visit him or her for consultation or the like shall be made if such invitation implies that the listeners will receive consideration, monetary gain, or cures for illness.

VII. **No Vending of Miracles.** Any exhortation to listeners to bring money to a church affair, service or other event is prohibited if the exhortation, affair, or service contains any suggestion that miracles, cures, or prosperity will result.

COMPANY: \_\_\_\_\_ K  
KVMD: \_\_\_\_\_ Y

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**VIII. Sale of Religious Artifacts.** The offering for sale of religious artifacts or other items for which listeners would send money is prohibited unless such items are readily available in ordinary commerce or are clearly being sold for legitimate fund-raising purposes.

**IX. No Miracle Solicitation.** Any invitations to listeners to meet at places other than the church and/or to attend other than regular services of the church are prohibited if the invitation, meeting, or service contains any claim that miracles, cures, or prosperity will result.

**X. No Plugola or Pavola.** The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

**XI. No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

**XII. No "Dream Books".** References to "dream books," the "straight line," or other direct or indirect descriptions or solicitations relative to the "numbers game," or the "policy game," or any other form of gambling are prohibited.

**XIII. No Numbers Games.** References to chapter and verse numbers, paragraph numbers, or song numbers, which involve three digits should be avoided and, when used, must relate to the overall theme of the programming.

**XIV. Election Procedures.** At least ninety (90) days before the start of any primary or regular election campaign, Company will clear with KVMD's President the rate Company will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and station policy.

**XV. Commercial Limitations.** Company will provide, for attachment to the station logs, a list of all commercial announcements broadcast in its programming.

**XVI. Required Announcements.** Company shall broadcast (i) a Station identification announcement at the beginning of each hour if Company's programming is more than one hour in duration, (ii) an announcement at the beginning and end of programming to indicate that programming time has been purchased by Company, and (iii) any other announcement that may be required by law, regulation, or Station policy.

**XVII. Commercial Recordkeeping.** Company shall not receive any consideration in money, goods, services, or otherwise from any person or company for the presentation of any programming over the Station without reporting the same in advance to KVMD's President and broadcasting and logging any sponsor identification required by FCC rules.

**XVIII. Licensee Discretion Paramount.** In accordance with the licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC, KVMD reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which, in KVMD's or its President/Chief Engineer's sole judgment, would not serve the public interest.

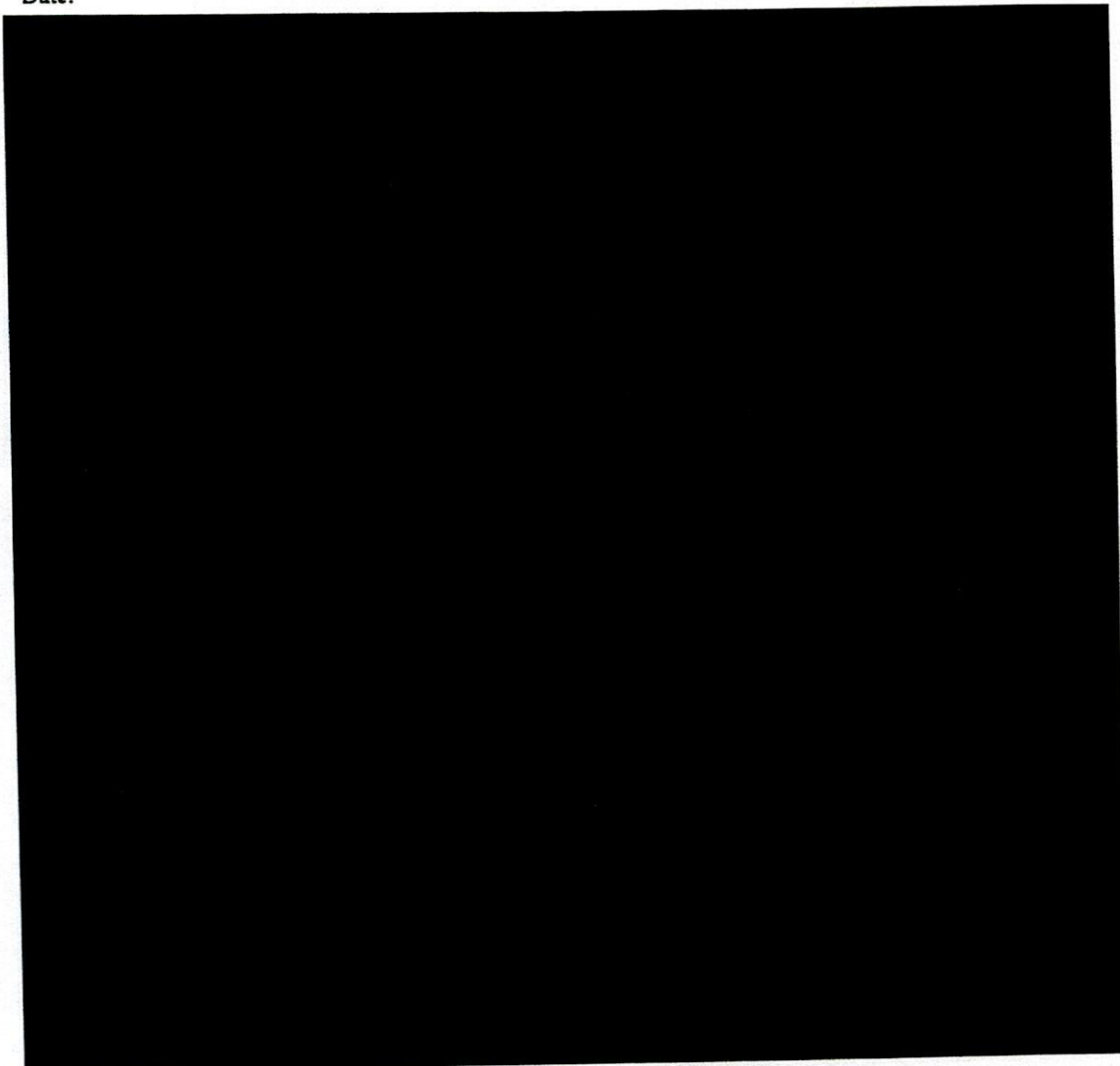


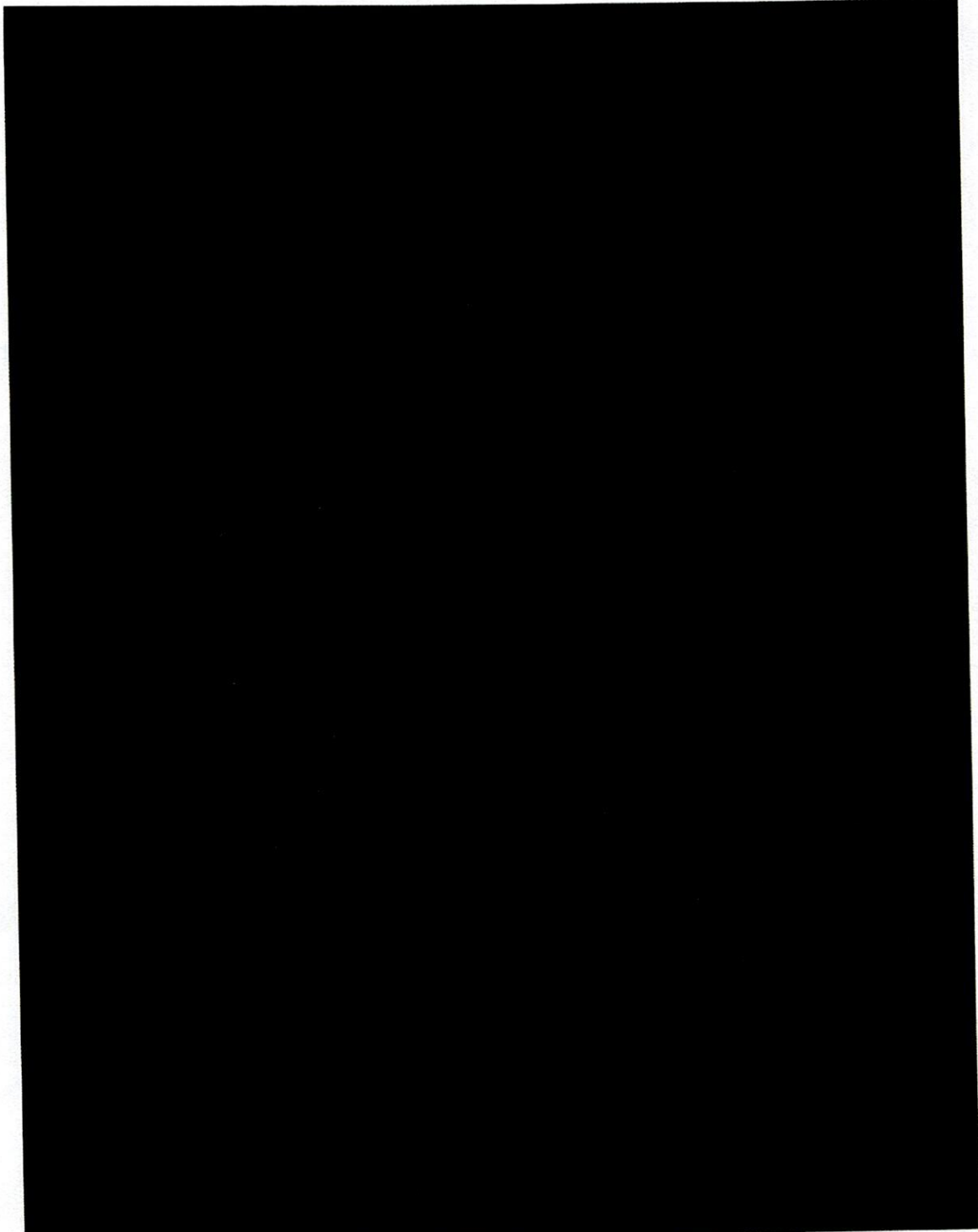


**EXHIBIT "B"**  
**KVMD MULTICAST CHANNEL**  
**CGN AMERICA**

**PROGRAMMING, RATE SCHEDULE AND TECHNICAL REQUIREMENTS**

**Multicast Channel ID:** The FCC will determine KVMD's Major Channel ID number; provided, however, that KVMD's current Major Channel ID number is 31. Minor Channel ID numbers will be assigned as follows: 31.1 for the first (1<sup>st</sup>) Minor Channel, 31.2 for the second (2<sup>nd</sup>) Minor Channel, 31.3 for the third (3<sup>rd</sup>) Minor Channel and so forth. The Minor Channel ID number 31.1 is used for broadcast of the KVMD Primary Channel and Minor Channel ID numbers from 31.2 upward will be assigned to multicast channels and may be utilized so long as KVMD complies with applicable FCC standards. There is air time available on Multicast Channel 31.9. The Minor Channel ID number assigned to Company's programming will be 31.9 (the "Multicast Channel"). Such Multicast Channel has been assigned on a first-come, first-serve basis and as agreed upon by Company and KVMD as of the Effective Date.



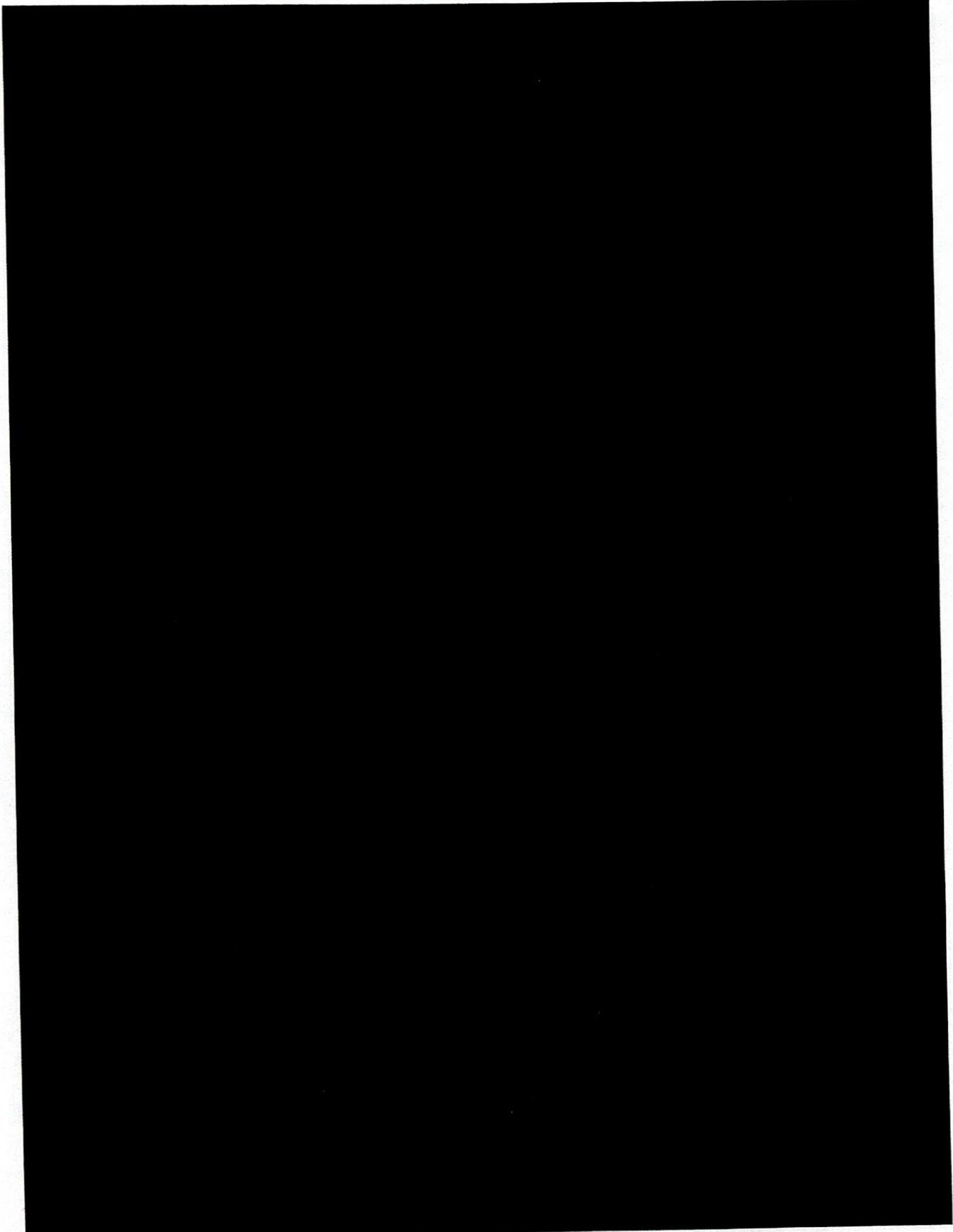


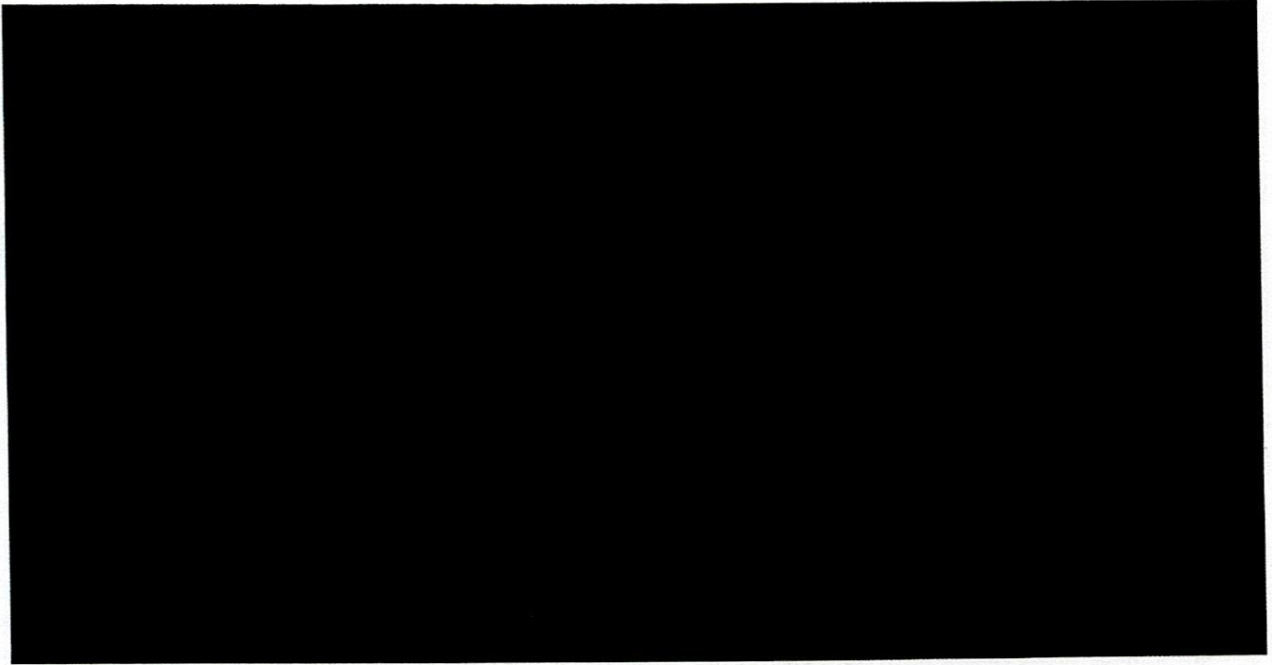
4. FCC Requirements Compliance

Company shall comply with the following FCC requirements in the programming that is delivered to KYMD for broadcast transmission:

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NAI-1511270364v2

**KVMD MULTICAST CHANNEL BROADCAST AGREEMENT  
TERMS AND CONDITIONS**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as a sealed instrument by their respective duly authorized officers, agents or representatives.

**KVMD:**

**COMPANY:**

**KVMD TV, LLC.**

**By:** 

**Print Name: Ronald L. Ulloa**

**Title: President**

**[Signature Page to KVMD Multicast Agreement]**



**EXHIBIT "C"**  
**KVMD MULTICAST CHANNEL**  
**CGN AMERICA**

MEMORANDUM TO PROGRAM PRODUCERS

This memorandum concerns Sections 317 and 507 of the Communications Act of 1934, as amended. The issuance of this memorandum does not mean that we believe that there have been infractions of the law: we simply wish to remind all program producers of their obligations under the law and under the policies adopted by KVMD TV, LLC. ("KVMD").

Your obligations under Sections 317 and 507, and KVMD's policy, can be stated very simply:

**PROGRAM PRODUCERS ARE PROHIBITED FROM ACCEPTING ANY MONEY, SERVICE OR OTHER VALUABLE CONSIDERATION FROM ANY PERSON FOR BROADCASTING ANY MATERIAL OVER THE STATION UNLESS APPROPRIATE SPONSORSHIP IDENTIFICATION IS MADE AND COMPANY IS INFORMED ON YOUR "PROGRAMMING REPORT."**

**PROGRAM PRODUCERS HAVING ANY VOICE IN THE SELECTION OF BROADCAST MATTER ARE PROHIBITED FROM ACCEPTING ANY FAVORS, LOANS, ENTERTAINMENT OR OTHER CONSIDERATION FROM PERSONS SEEKING THE AIRING OF ANY BROADCAST MATTER IN RETURN THEREFORE OR PROMOTING OVER THE AIR ANY ACTIVITY OR MATTER IN WHICH THE PROGRAM PRODUCER HAS A DIRECT OR INDIRECT FINANCIAL INTEREST UNLESS APPROPRIATE SPONSORSHIP IDENTIFICATION IS MADE AND COMPANY IS INFORMED.**

Your attention is also directed to the fact that Section 507 of the Communications Act of 1934, as amended, makes it a criminal offense, subject to a fine of not more than \$10,000 or imprisonment of not more than one year, or both, if any program producer fails to disclose to KVMD any acceptance or agreement to accept from any person other than KVMD, any money, service or other valuable consideration for the broadcast of any material over the station.

Attached to this memorandum is an affidavit which you must execute after reading it and the attached copies of Sections 317 and 507 of the Communications Act of 1934, and the FCC's sponsorship identification rule (Section 73.1212).