

EXECUTED

**THIRD AMENDMENT TO
KXLA BROADCAST AGREEMENT**

NEW RENEW ADDITION CHANGE CANCEL

COMPANY: : LATV Networks, LLC | AGENCY/SPONSOR: N/A

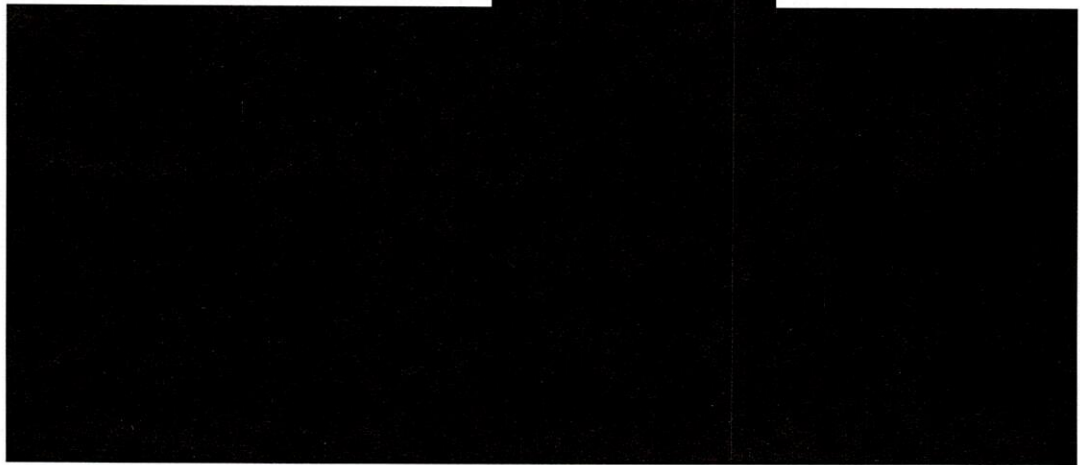


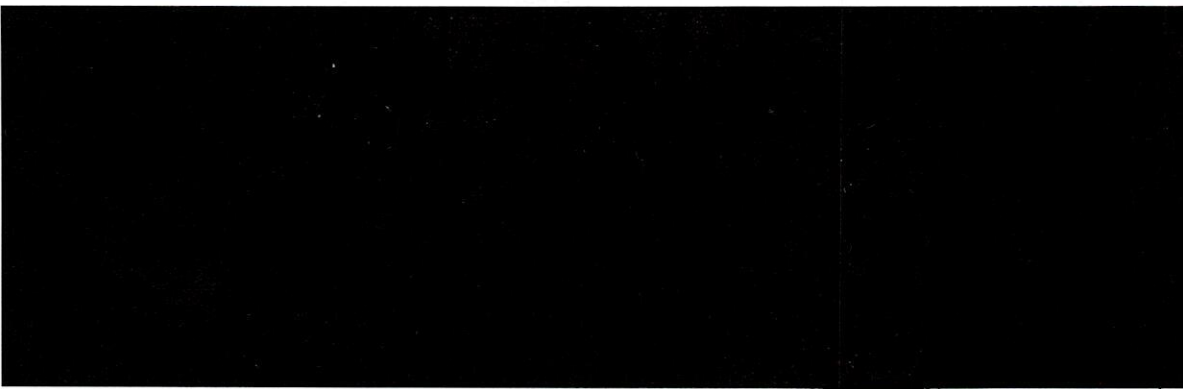
This **THIRD AMENDMENT** (this "Amendment") by and between LATV Networks, LLC ("LATV") and KXLA TV 44, Inc. ("KXLA") amends that certain KXLA Broadcast Agreement, by and between LATV and KXLA, dated as of [redacted] and further amended by that **SECOND AMENDMENT** (collectively, the "Broadcast Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Broadcast Agreement.

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, KXLA, LATV agree as follows:

A. AMENDMENT OF BROADCAST AGREEMENT

The Broadcast Agreement is hereby amended, [redacted] as follows:





4. Miscellaneous. Except as expressly amended in this Amendment, all other terms and provisions of the Broadcast Agreement, including 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 Assignment and Amendment to be duly executed as a sealed instrument by their respective duly authorized officers, agents or representatives.

KXLA TV LLC.

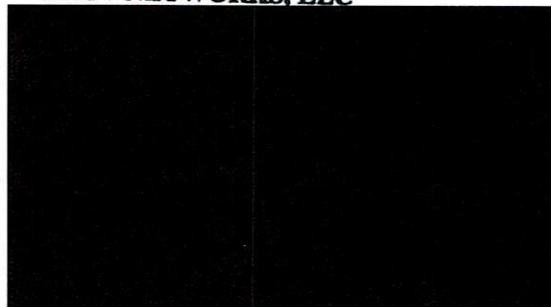
By: 

Print Name: Ronald L. Ulloa

Title: President

DATE: July 18, 2023

LATV NETWORKS, LLC



**SECOND AMENDMENT TO
KXLABROADCAST AGREEMENT.**

NEW RENEW ADDITION CHANGE CANCEL

COMPANY: : LATV Networks, LLC

AGENCY/SPONSOR: N/A

between LATV and KXLA, dated as Agreement). Capitalized terms not of the Broadcast Agreement.

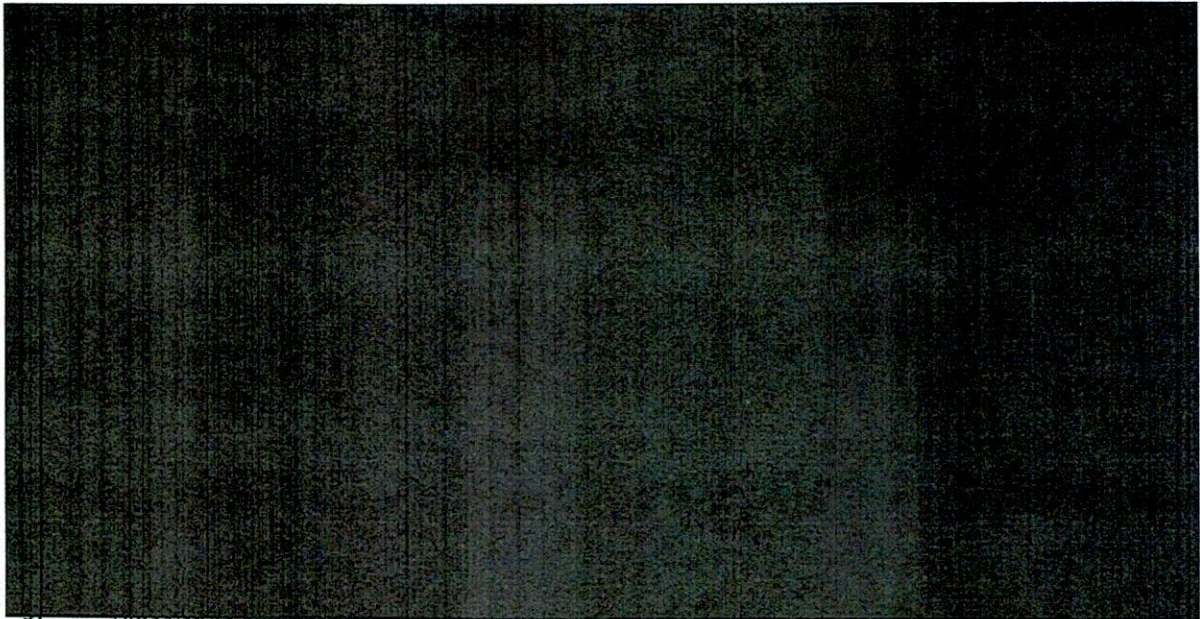
ed (collectively, the "Broadcast the meanings ascribed to them in

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, KXLA, LATV agree as follows:

A. AMENDMENT OF BROADCAST AGREEMENT

The Broadcast Agreement is hereby amended, effective [REDACTED] as follows:

2. Rates, Air Dates and Times. LATV and KXLA agree to modify the scheduled times and rates listed on Section 2 of the Broadcast Agreement. Accordingly, Rates, Air Dates and Times shall be, and hereby are, amended to read as follows:



Successors and Assigns. This Amendment shall be binding on permitted successors and assigns of the parties hereto.

4. Miscellaneous. Except as expressly amended in this Amendment, all other terms and provisions of the Broadcast Agreement, including 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 Assignment and Amendment to be duly executed as a sealed instrument by their respective duly authorized officers, agents or representatives.

LATV

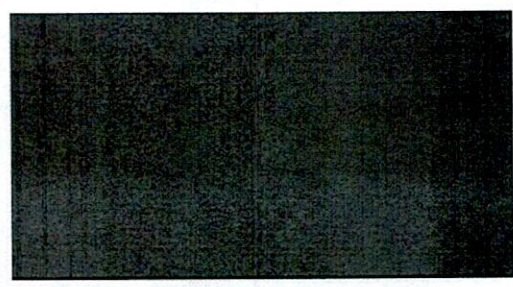
KXLA TV LLC.

By: 

Print Name: Ronald L. Ulloa
Title: President

DATE: 11/22, 2022

LATV NETWORKS, LLC



As of [REDACTED]

FIRST AMENDMENT TO KVMD BROADCAST AGREEMENT AND ASSIGNMENT TO KXLA

EXECUTED

NEW RENEW ADDITION CHANGE CANCEL

COMPANY: : LATV Networks, LLC	AGENCY/SPONSOR: N/A
ADDRESS: [REDACTED]	ADDRESS
CITY/STATE/ZIP: [REDACTED]	CITY/STATE/ZIP
CONTACT/PHONE: [REDACTED]	CONTACT/PHONE:
CELL PHONE:	CELL PHONE/FAX
PRODUCT/LANGUAGE/TYPE:	BILL TO: LATV ACCOUNT <input type="checkbox"/> AGENCY <input type="checkbox"/>

This FIRST AMENDMENT (this "Amendment") by and between LATV Networks, LLC ("LATV"), KXLA TV 44, Inc ("KXLA"), and KVMD TV, LLC ("KVMD"), amends that certain KVMD Broadcast Agreement, by and between LATV and the KVMD, dated as [REDACTED] amended (collectively, the "Broadcast Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Broadcast Agreement.

WHEREAS, LATV and KVMD entered into the Broadcast Agreement on [REDACTED]

WHEREAS, LATV has agreed to move its programming brokered from the agency NKB Media under the name The Jewelry Channel, Inc. d/b/a Shop LC (Liquidation Channel) from KVMD to KXLA, 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 Broadcast Agreement; and

WHEREAS, the LATV agrees to consent to such assignment of the Broadcast 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, LATV 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 Broadcast 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 Broadcast Agreement.
4. Except for those provisions of the Broadcast 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 Broadcast

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 Broadcast Agreement, all of which are hereby incorporated herein by reference.

B. AMENDMENT OF BROADCAST AGREEMENT

Subject to the Assignment, the Broadcast Agreement is hereby amended, effective [REDACTED] as follows:

1. Broadcast Channel ID. LATV and KXLA mutually acknowledge and agree that the Shop LC programming brokered by LATV shall be assigned to air on major channel 44.1 according to the Scheduled Air Days, times, and Rate here below.
2. Term. LATV and KXLA mutually acknowledge and agree that the term of the Broadcast Agreement shall remain unchanged such that the End Date of the Broadcast Agreement shall remain as November 30, 2022. Accordingly, the parties agree that Programming Schedule of the Broadcast Agreement shall be, and hereby is, amended such that the End Date will continue to be November 30, 2022; however subject to the amended Air Days and Times shown on the Schedule on Section 3 below ; provided, however, that either party may terminate this Broadcast Agreement upon not less than thirty (30) days prior written notice to the other party.
3. Rates, Air Dates and Times. LATV and KXLA agree to modify the scheduled times and rates listed on Section 2 of the Broadcast Agreement. Accordingly, Rates, Air Dates and Times shall be, and hereby are, amended to read as follows:

Amended Schedule - Air Days and Times	Rate (NET to KVMD)
[REDACTED]	[REDACTED]

4. Successors and Assigns. This Amendment shall be binding on permitted successors and assigns of the parties hereto.
5. Miscellaneous. Except as expressly amended in this Amendment pursuant to the Assignment, all other terms and provisions of the Broadcast Agreement, including 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.

As of [REDACTED]


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

LATV

KVMD TV LLC.

LATV NETWORKS, LLC

By: 
Print Name: Ronald L. Ulloa
Title: President



DATE: 

ASSIGNEE

KXLA TV 44 Inc

By: 
Print Name: Ronald L. Ulloa
Title: P

DATE: 

Redacted

KVMD TV LLC BROADCAST AGREEMENT

NEW X RENEW ADDITION CHANGE CANCEL

COMPANY: LATV Networks, LLC	AGENCY/SPONSOR: N/A
ADDRESS: Redacted	ADDRESS:
CITY/STATE/ZIP: Redacted	CITY/STATE/ZIP
CONTACT/PHONE: Redacted	CONTACT/PHONE
CELL PHONE/FAX:	CELL PHONE/FAX:
EMAIL:	EMAIL:
PRODUCT/LANGUAGE/TYPE:	BILL TO: LATV ACCOUNT <input type="checkbox"/> AGENCY <input type="checkbox"/>

This Agreement is dated as of Redacted by and between LATV Networks LLC ("LATV") and KVMD TV, LLC. ("KVMD"), terms of which are set forth below.

KVMD will broadcast the television programming described herein on the day(s) specified on the schedule below Schedule -Air Days and Times. LATV wishes to license such Air Days and Times from KVMD in order for KVMD to transmit the television programming known as The Jewelry Channel, Inc. d/b/a Shop LC (Liquidation Channel), a programmer Redacted licensed Shop LC Redacted to LATV.

1. **Term.** LATV and KVMD mutually acknowledge and agree that the term of this Broadcast Agreement is such that the Effective Date Redacted Redacted

2. **Programming Rates.** The LATV and KVMD hereby agree that the Redacted rate for broadcast of LATV's program known as Shop LC shall be Redacted Redacted Accordingly, the Programming and Rate Schedule shall be as follows:

Schedule - Air Days and Times	Rate (NET to KVMD)
Monday from 2:00am-6:00am	Redacted
Tuesday - Saturdays from 12:00 am - 6:00 am PST	
Sunday from 2:30 am - 6:00 am PST on KVMD Los Angeles.	

3. This Agreement shall be binding on permitted successors and assigns of the parties hereto.

4. Except as expressly amended herein, all other terms and provisions of this Broadcast Agreement, including this Programming Schedule, shall remain unchanged and in full force and effect. This Agreement 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.

[Signature Page to Follow]

Redacted

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.

LATV:

LATV NETWORKS, LLC.

Redacted

By:
Francis X. Wilkinson
Title: General Manager

DATE: Redacted

KVMD:

KVMD TV I.L.C.
Redacted

By:
Print Name: Redacted
Title: President

DATE: Redacted