



KXLA TV 44, INC.
2323 Corinth Avenue
West Los Angeles, California 90064
(310) 478-0055

EXECUTED

KXLA MULTICAST CHANNEL AGREEMENT

NEW RENEW ADDITION CHANGE CANCEL

COMPANY: IV Media, LLC	AGENCY/SPONSOR:
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THIS AGREEMENT SHALL NOT BECOME BINDING UPON KXLA TV 44, INC. (HEREIN "KXLA") UNLESS ACCEPTED IN WRITING BY ITS PRESIDENT OR AN AUTHORIZED OFFICER OF KXLA.

COMPANY AND AGENCY (IF APPLICABLE) ARE JOINTLY AND SEVERALLY 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.

KXLA MULTICAST CHANNEL BROADCAST AGREEMENT TERMS AND CONDITIONS

1. Broadcast of Programming

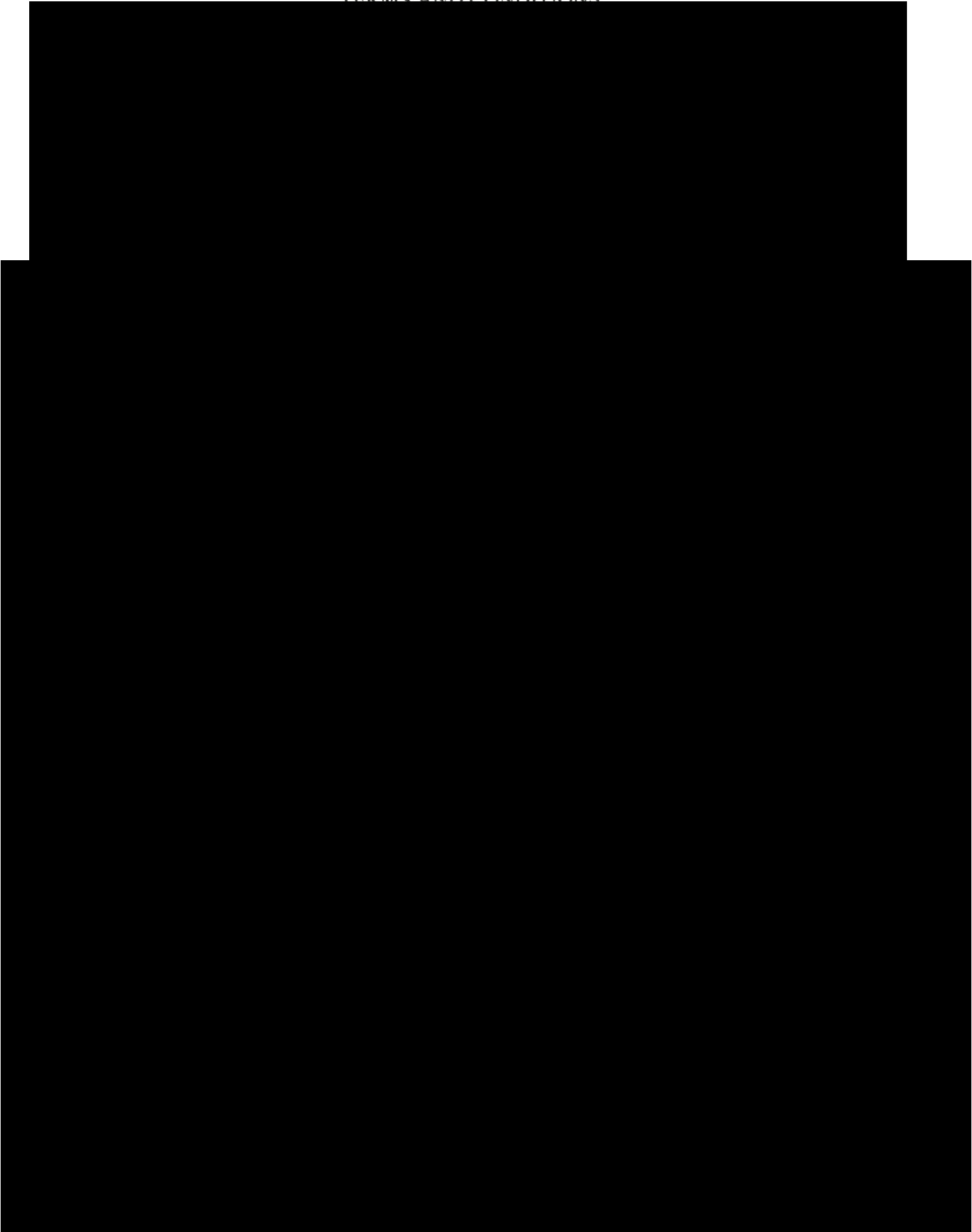
KXLA is licensed for digital television and has air time available on a portion of its assigned digital spectrum. KXLA will broadcast the television programming covered hereby and provided to KXLA on its digital spectrum, on the day(s) and the times specified on Exhibit "B" attached hereto and incorporated herein by this reference. For purposes of this Agreement, "broadcast" means via the television broadcast station KXLA, 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"). KXLA 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 KXLA 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, KXLA 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, KXLA shall have full authority to operate and control the station, including the digital spectrum.

programming to the KXLA studio.

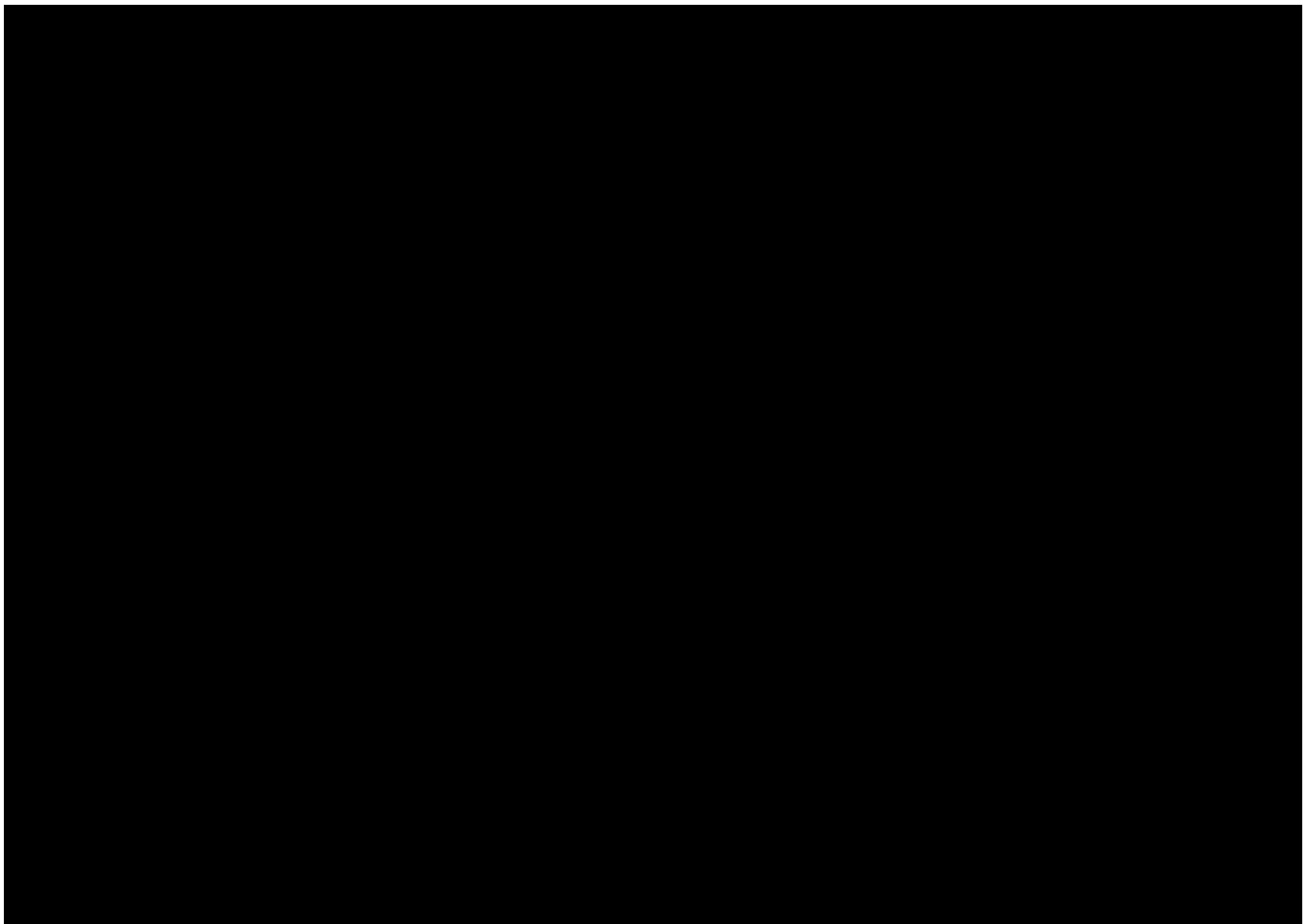
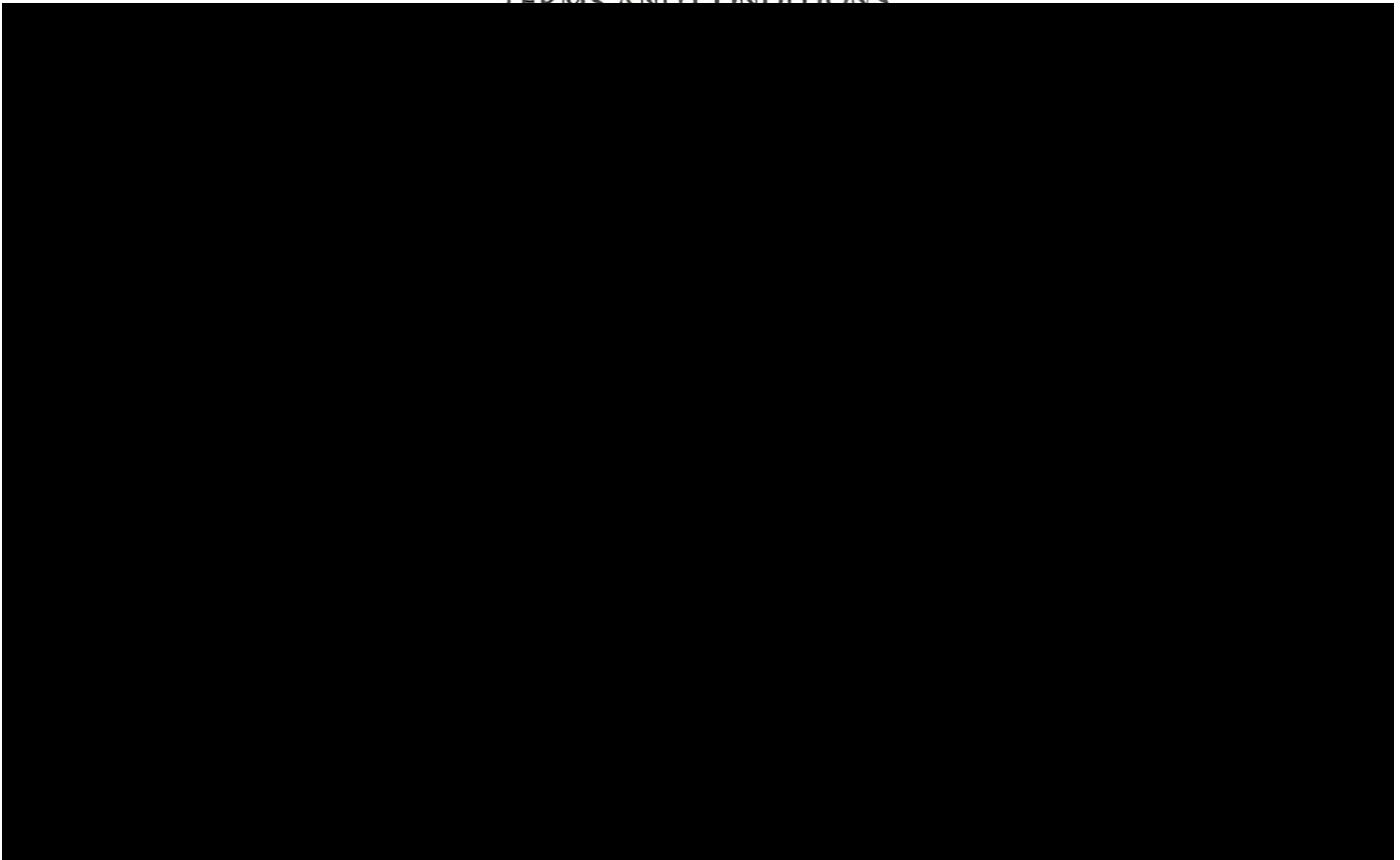
4. Programming Content

(a) Except as may be otherwise specifically provided herein, all of the material, talent, announcements and the entire contents of Company's programming to be broadcast hereinunder shall be furnished by and at the sole expense of Company and shall be delivered by Company to the KXLA studio. It is an express condition of this Agreement that all such material, talent, announcements and other contents (including, without limitation, music and spoken words of Company, its representatives, employees, clients, sponsors, associates, guests, and invitees) included in Company's programming (1) must conform in all respects to the programming and operating policies of KXLA in effect on the date hereon (a copy of which is attached hereto as Exhibit "A"), and as may be amended, restated, updated, replaced or otherwise changed from time to time during the term hereof and furnished to Company, (2) must not violate or interfere with (a) Federal, State, County or Municipal laws, policies, codes, or regulations, including, but not limited to, Sections 317 and 508 of the Communications Act of 1934 and the FCC's sponsorship identification rule (Section 73.1212) (copies of which are attached hereto as Exhibit "C"), and (b) copyrights, trademarks, property rights, privacy rights or contract rights of others, (3) must not engage in invasion of privacy, or defamation of character, and (4) must not deviate from what KXLA, in its sole discretion, determines is in the public interest to broadcast.

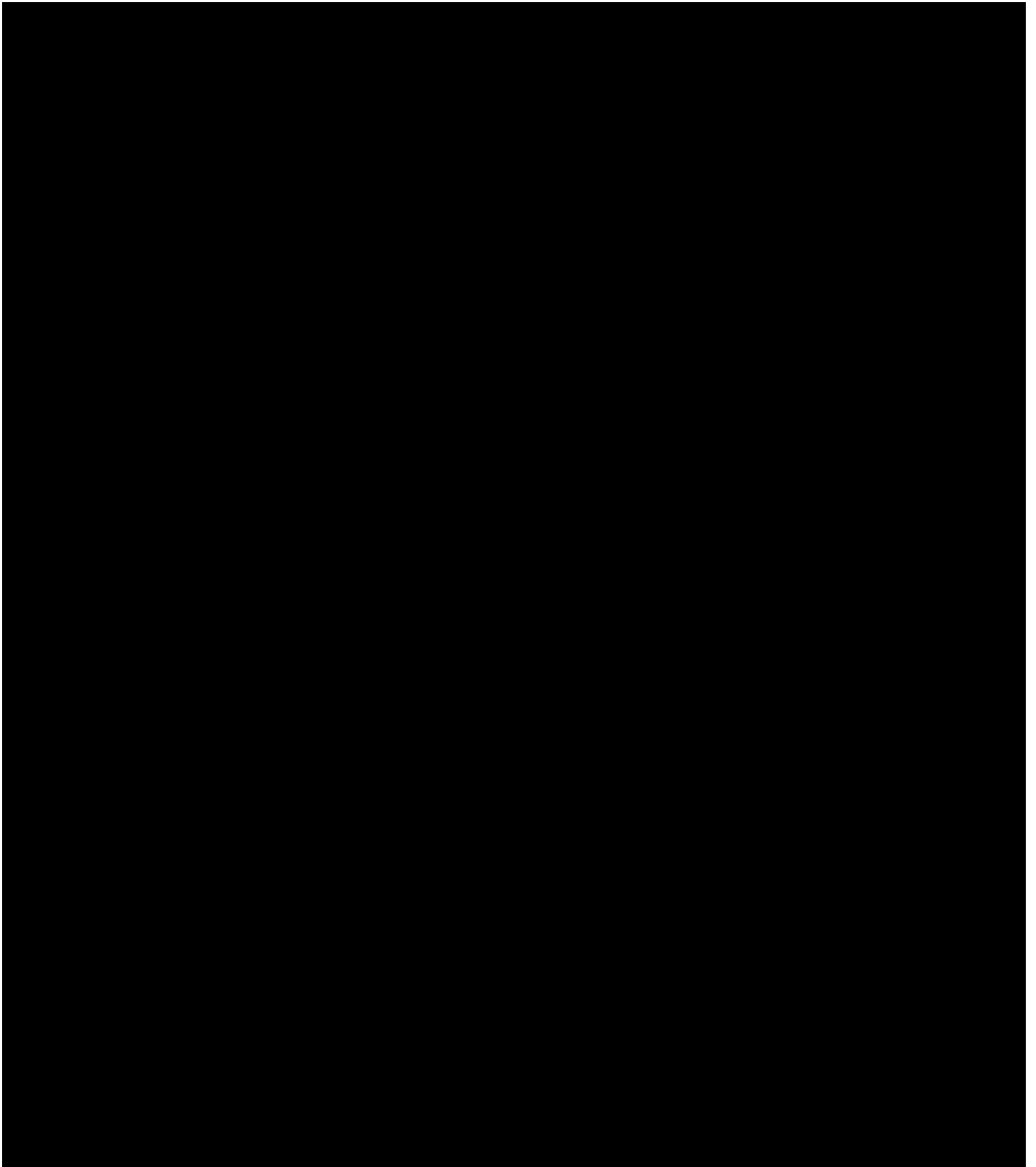
KXLA MULTICAST CHANNEL BROADCAST AGREEMENT
TERMS AND CONDITIONS



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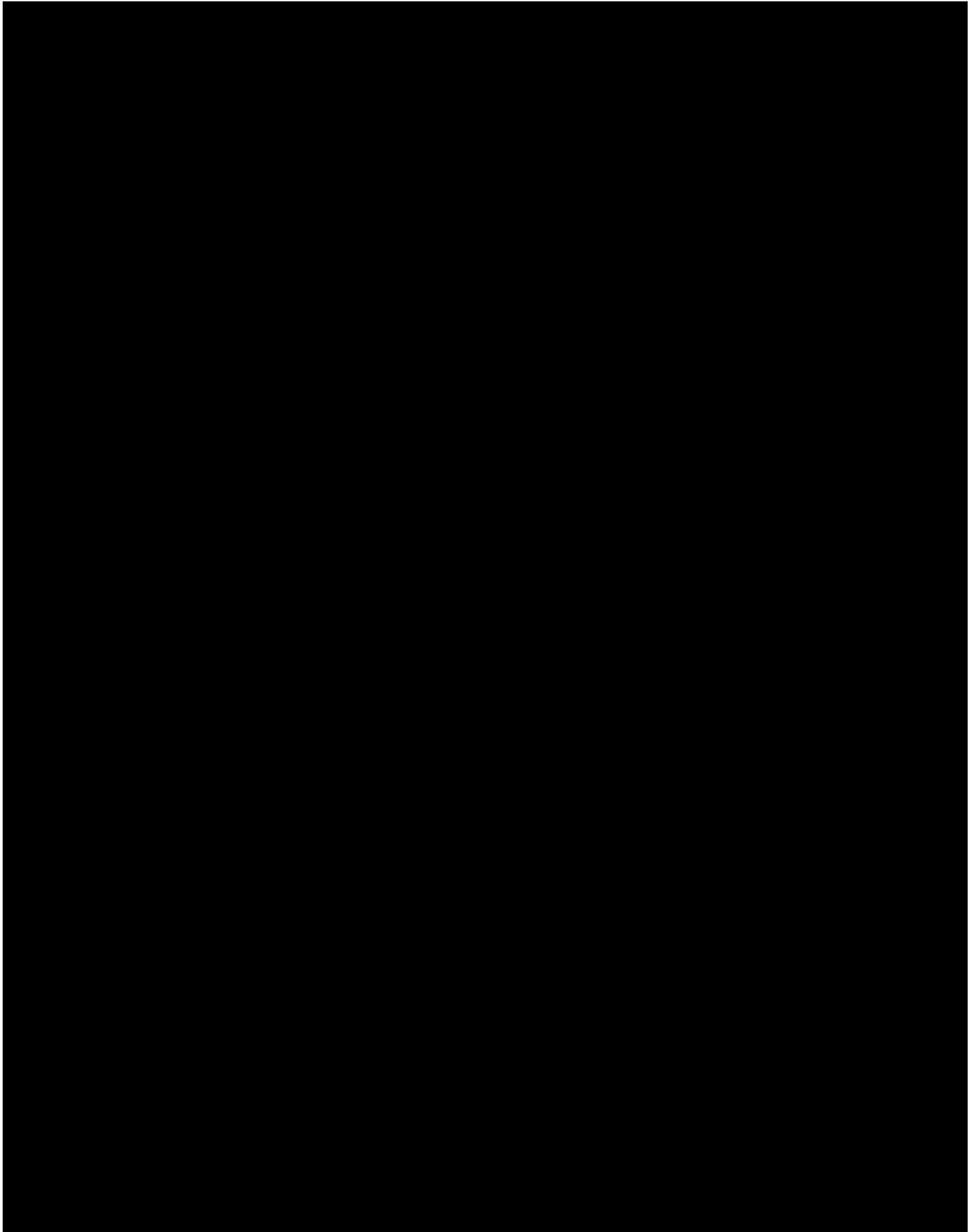


9. Governing Law

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.



KXLA MULTICAST CHANNEL BROADCAST AGREEMENT
TERMS AND CONDITIONS



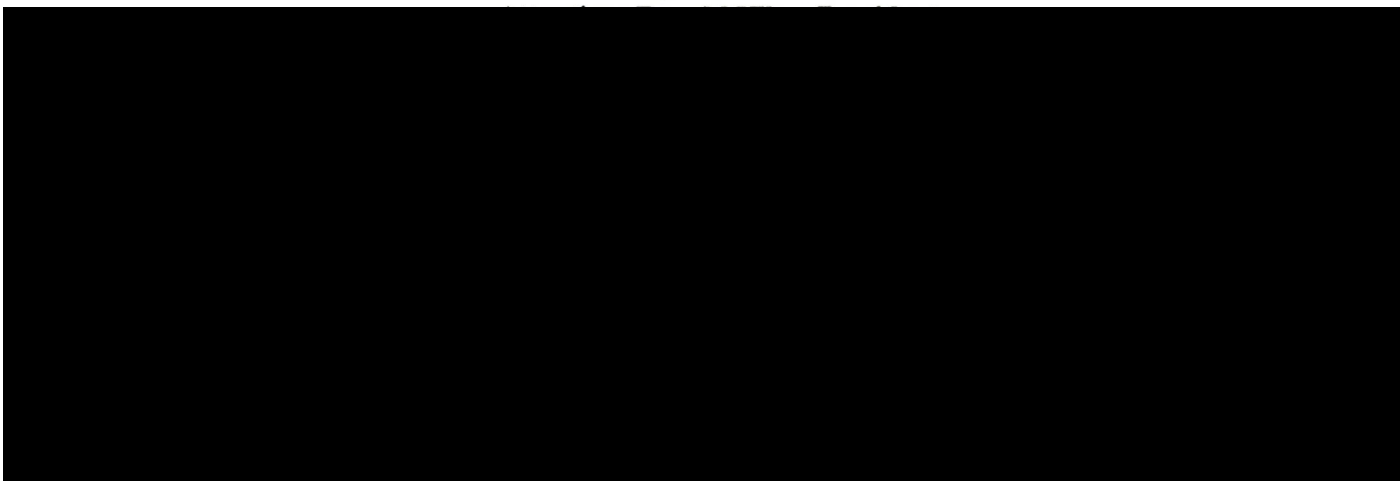
KXLA MULTICAST CHANNEL BROADCAST AGREEMENT



11. Notices

All notices, requests, demands and other communications provided for hereunder shall be in writing and given to Company at the address set forth above and to KXLA at the following address and shall be sent by nationally recognized overnight courier service, by facsimile transmission (with written confirmation of receipt), or by U.S. certified mail, and shall be deemed effective upon receipt by the addressee.

**KXLA TV 44, INC.
2323 Corinth Avenue
West Los Angeles, California 90064**



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

13. Severability

In the event any provision of this Agreement is found to be unenforceable, invalid or illegal by an arbitrator or court of competent jurisdiction or under any present or future law, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable, invalid or illegal provision shall be deemed deleted, and the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

[SIGNATURE PAGE FOLLOWS]

**KXLA 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.

KXLA:

COMPANY:

KXLA TV 44, INC.

IV MEDIA, LLC

By
Pri
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[Signature Page to KXLA Multicast Agreement]

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

STATEMENT OF COMMERCIAL
PROGRAMMING POLICY

The Program/Company ("Company") agrees to cooperate with KXLA 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, KXLA 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 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.

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.

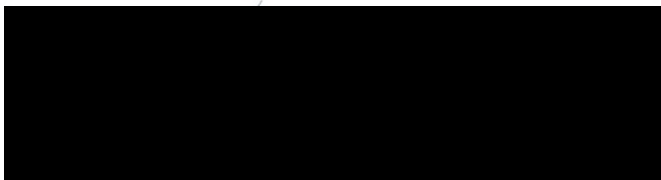
XIV. Election Procedures. At least ninety (90) days before the start of any primary or regular election campaign, Company will clear with KXLA’s President the rate Company will charge for the time to be sold to candidates for the public office and/or their supporters to make certain that the rate charged 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 KXLA’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, KXLA 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 KXLA’s or its President/Chief Engineer’s sole judgment, would not serve the public interest.



XIX. Programming Prohibitions. Company shall not broadcast any of the following programming or announcements:

- A. **False Claims.** False or unwarranted claims for any product or service.
- B. **Unfair Imitation.** Infringements of another Company's rights through plagiarism or unfair imitation of either programming idea or copy, or any other unfair competition.
- C. **Commercial Disparagement.** Any disparagement of competitors or competitive goods.
- D. **Obscenity.** Any programming or announcements that is indecent, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- E. **Libel, Defamation, Slander.** Any programming or announcement that is libelous, defamatory or slanderous.
- F. **Description of Bodily Functions.** Any continuity which describes in a repulsive manner internal bodily functions or symptomatic results of internal disturbances, or reference to matters which are not considered acceptable topics in social groups.
- G. **Illegal Products.** Advertising of tobacco products, illegal drugs, or any other product which cannot lawfully be sold.
- H. **Call-in Permission.** No recording for broadcast or live broadcast of telephone calls is permitted without first, off-the-air, asking and receiving permission to record and/or broadcast same. (Call-ins by listeners to a telephone talk show are exempted).
- I. **Violent Acts.** Calls for listeners to resort to violent acts regardless of the cause or goal.
- J. **Overthrow Government.** Calls for listeners to act to overthrow any local or state or the federal government.

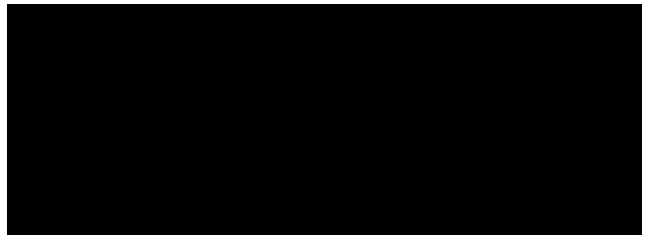
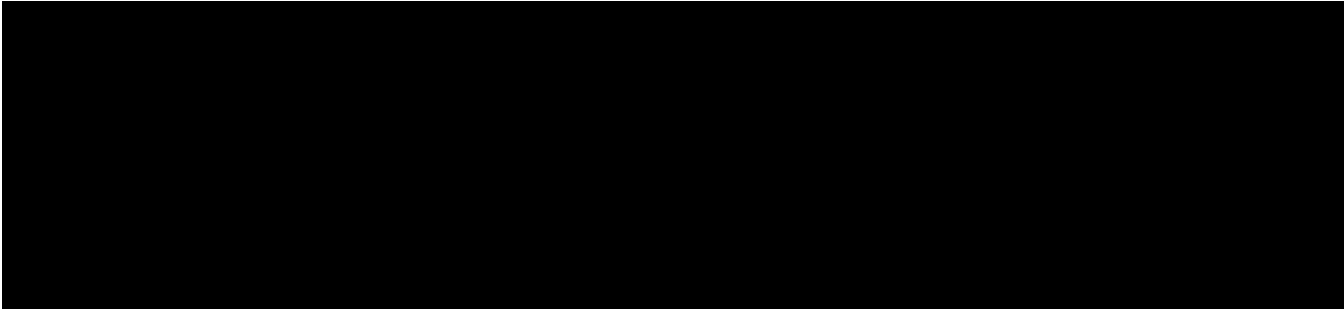


EXHIBIT "B"
KXLA MULTICAST CHANNEL

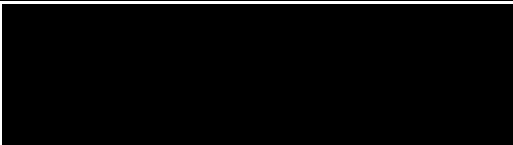
PROGRAMMING, RATE SCHEDULE AND TECHNICAL REQUIREMENTS

FOR IV MEDIA, LLC

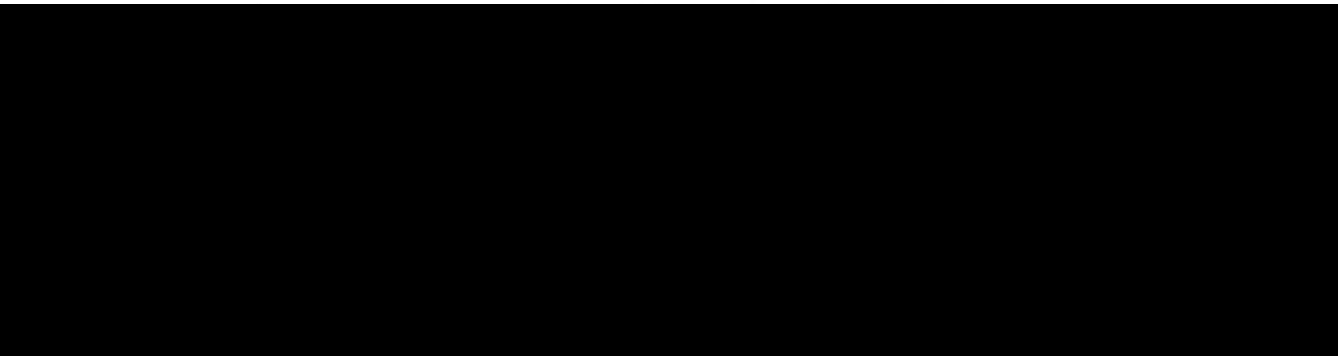
Multicast Channel ID: The Minor Channel ID number assigned to Company's programming will be 44.5 (the "Multicast Channel"). Such Multicast Channel has been assigned on a first-come, first-serve basis and as agreed upon by Company and KXLA as of the Effective Date.



Effective Date:

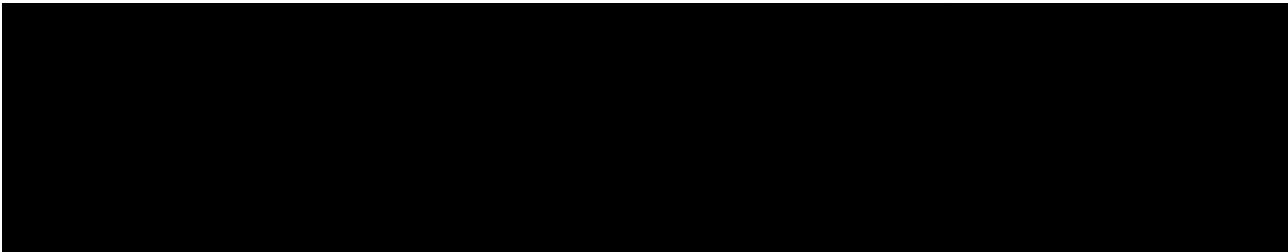


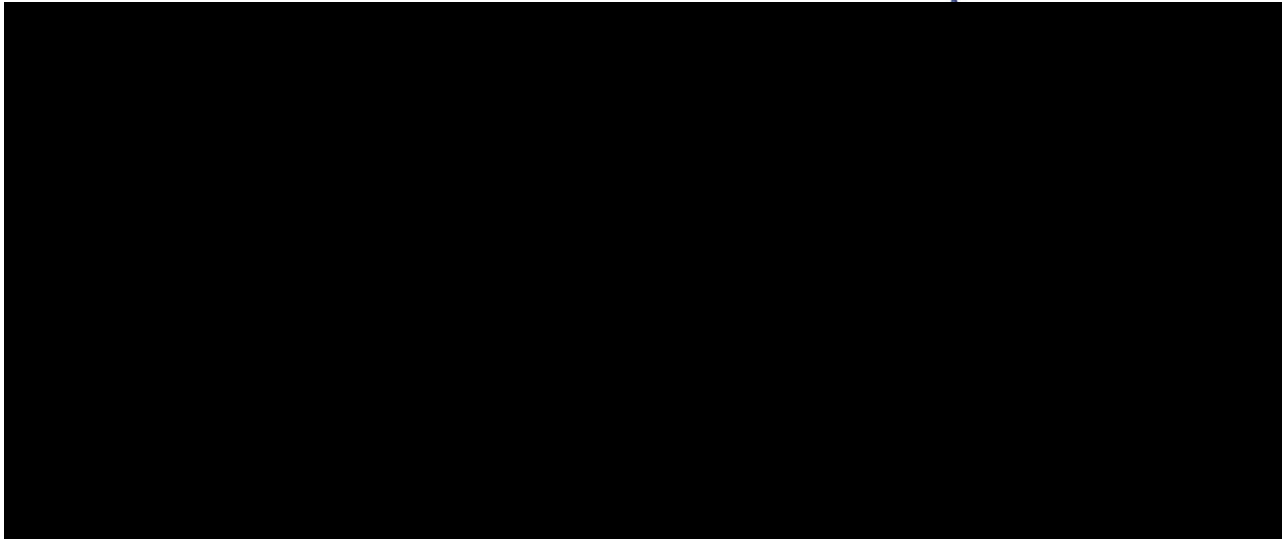
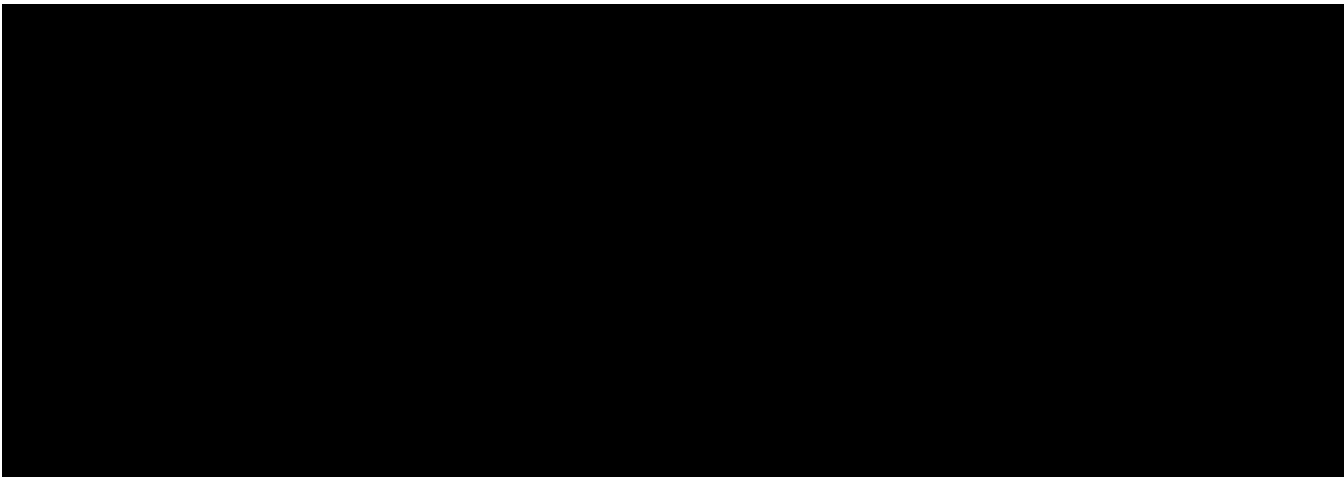
End Date:



1. Rates, Air Dates and Times:

Air Days and Times	Rate (Net to KXLA)
A continuous basis for 24 hours per day, Monday through Sunday	





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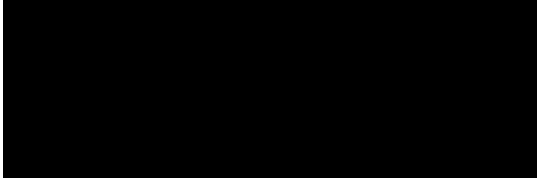
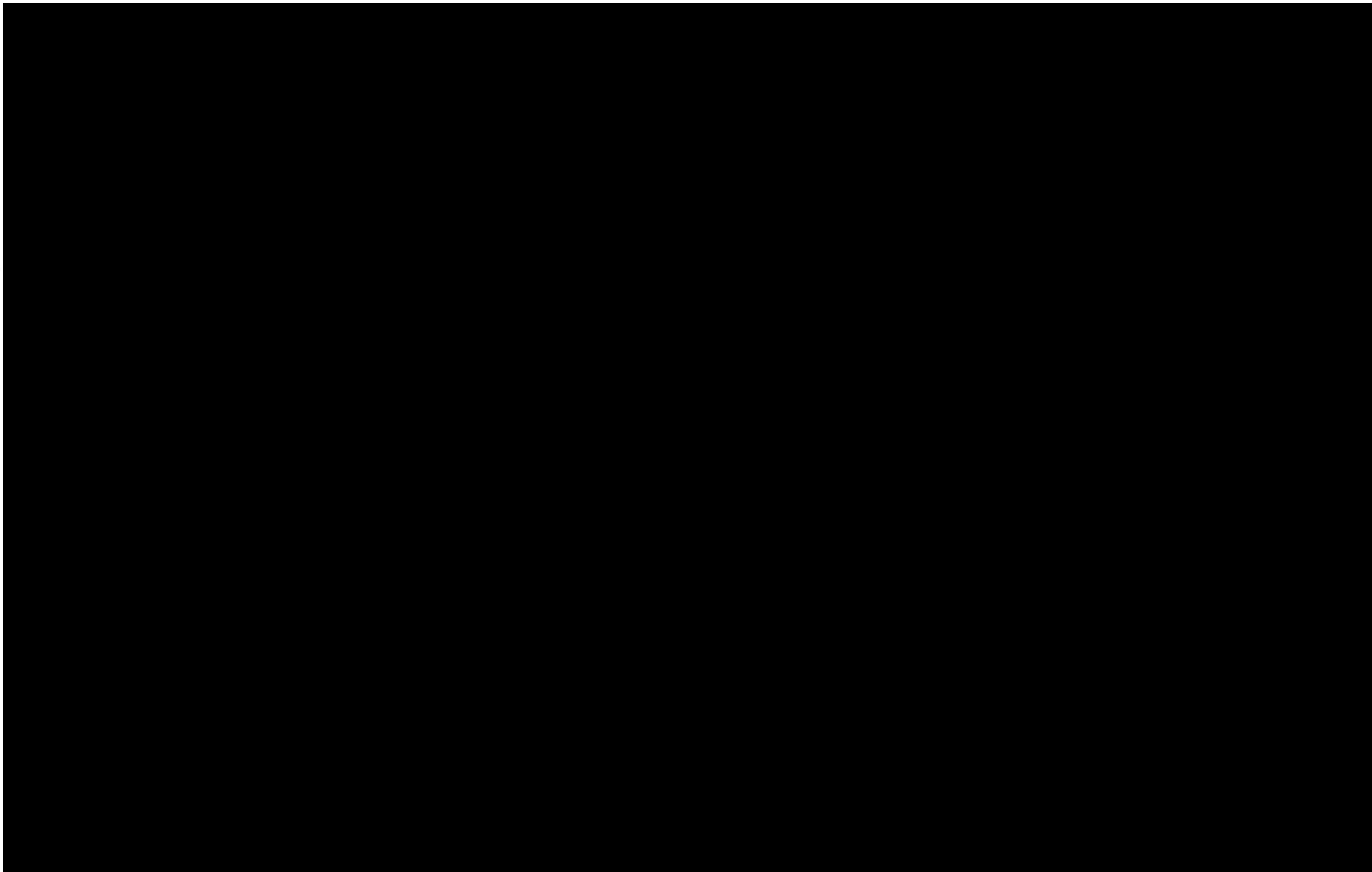
4. FCC Requirements Compliance

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

(a) Company shall insert in its programming the station identification, of KXLA, as required by 47 C.F.R. 73.1201, which station identification of KXLA shall be inserted for a minimum of five (5) seconds every hour at the top of each such hour. In the event that Company wishes to include its identification as well within the required station identification, Company shall comply with the 47 U.S.C. 73.1201 requirements and consult with and secure KXLA's consent thereto, which consent may be withheld at KXLA's sole discretion. Should Company also wish to add graphics to the required station identification, Company shall consult with and secure KXLA's consent, which consent may be withheld at KXLA's sole discretion.

(b) Company shall comply with such requirements as are adopted by KXLA for the Company in connection with the Company providing to KXLA the Program System and Information Protocol ("PSIP") under the provisions of the ATSC PSIP standard and as required by the FCC under the terms of 47 C.F.R. Section 73.682(d). KXLA requires that the Company adopt and make use of Decisionmark's/MediaStar program produced by TitanTV in order to provide KXLA with PSIP information on Company's programming.

(c) Company shall comply with the FCC's rules and regulations dealing with the provision of programming for children under 47 C.F.R. Section 73.671(e) by featuring, incorporating and/or including at least three (3) hours per week of such programming for children on Company's Multicast Channel, which programming for children shall air on its Multicast Channel between the hours of 7:00 am and 10:00 pm. Company shall consult with, provide evidence of how Company will comply with the relevant FCC requirements, and secure KXLA's consent to the broadcast of segments of such programming for children described above, which consent may be withheld at KXLA's sole discretion.



5. Insurance Requirements

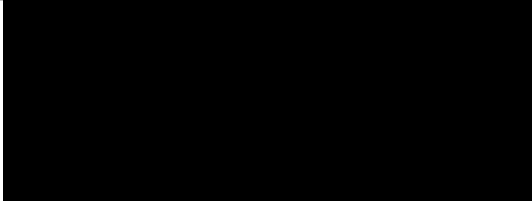


EXHIBIT "C"
KXLA MULTICAST CHANNEL
IV MEDIA, LLC

MEMORANDUM TO PROGRAM PRODUCERS

This memorandum concerns Sections 317 and 508 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 KXLA TV, 44, INC. ("KXLA").

Your obligations under Sections 317 and 508, and KXLA'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 508 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 KXLA any acceptance or agreement to accept from any person other than KXLA, 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 508 of the Communications Act of 1934, and the FCC's sponsorship identification rule (Section 73.1212).