

As of November 26, 2018

FIRST AMENDMENT TO KXLA CHANNEL 44 BROADCAST AGREEMENT

NEW RENEW ADDITION CHANGE CANCEL

COMPANY: KBS America, Inc.	AGENCY SPONSOR:
ADDRESS: Redacted	ADDRESS
CITY/STATE/ZIP: Redacted	CITY/STATE/ZIP
CONTACT PHONE: Redacted	CONTACT PHONE:
OFFICE PHONE FAX: Redacted	CELL PHONE FAX:
EMAIL: Redacted	EMAIL:
PRODUCT LANGUAGE TYPE: Redacted	BILL TO: ACCOUNT <input type="checkbox"/> AGENCY <input type="checkbox"/>

This FIRST AMENDMENT (this "Amendment") amends that certain KXLA Channel 44 Broadcast Agreement, dated Redacted, by and between KBS America, Inc. (the "Company") and KXLA TV 44, INC. ("KXLA") for broadcasting on Channel 44.1 (together with any amendments, the "Broadcast Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Broadcast Agreement.

1. Term. The Company and KXLA mutually acknowledge and agree that the term of the Broadcast Agreement shall be extended such that the End Date of the Broadcast Agreement shall be Redacted. Accordingly, the Programming Schedule attached as Exhibit "B" to the Broadcast Agreement shall be, and hereby is, amended such that the End Date shall be Redacted.

2. Rates, Air Dates and Times. Redacted, and hereby is, amended to read as follows:

Air Days and Times	Rate (Net to KXLA)
Redacted	Redacted

3. Concurrent Agreements. Redacted

4. Contract Extension. Redacted

Redacted

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

6. Miscellaneous. 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.

KXLA:

COMPANY:

KXLA TV 44, INC.

KBS AMERICA, INC.

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

Redacted

Redacted

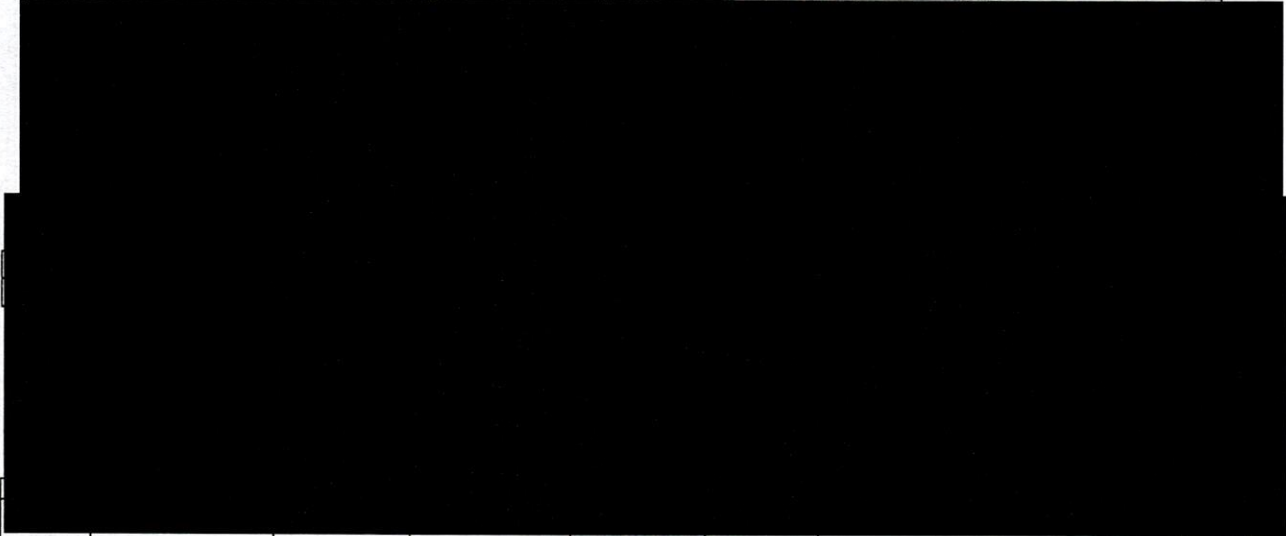
KXLA TV 44
2323 Corinth Avenue
West Los Angeles, California 90025
(310) 478-0055

KXLA BROADCAST AGREEMENT

NEW RENEW ADDITION CHANGE CANCEL

PROGRAMMER: Korean Television Enterprises, Ltd.

AGENCY/SPONSOR: N/A



LIVE CASSETTE TAPE REEL TO REEL TAPE LEASED PHONE LINE DIALUP PHONE LINE COMRFX DIALUP LINE SWITCHED 56 DIGITAL SATELLITE

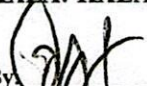
ADDITIONAL TERMS:

THIS AGREEMENT SHALL NOT BECOME BINDING UPON KXLA TV 44, Inc. (f.k.a. RPVB LENDER, INC., HEREIN "KXLA") EXCEPT IN ACCORDANCE WITH THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO (AND HEREBY INCORPORATED BY THIS REFERENCE).

PROGRAMMER SHALL BE LIABLE FOR PERFORMANCE UNDER THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE STANDARD TERMS AND CONDITIONS AND THE EXHIBITS (A-E) AND SCHEDULES ATTACHED HERETO AND THERETO, EACH OF WHICH ARE HEREBY MADE A PART OF THIS AGREEMENT AND INCORPORATED HEREIN BY THIS REFERENCE.

KXLA: KXLA TV 44, Inc. (f.k.a. RPVB Lender, Inc.)

PROGRAMMER: Korean Television Enterprises, Ltd.

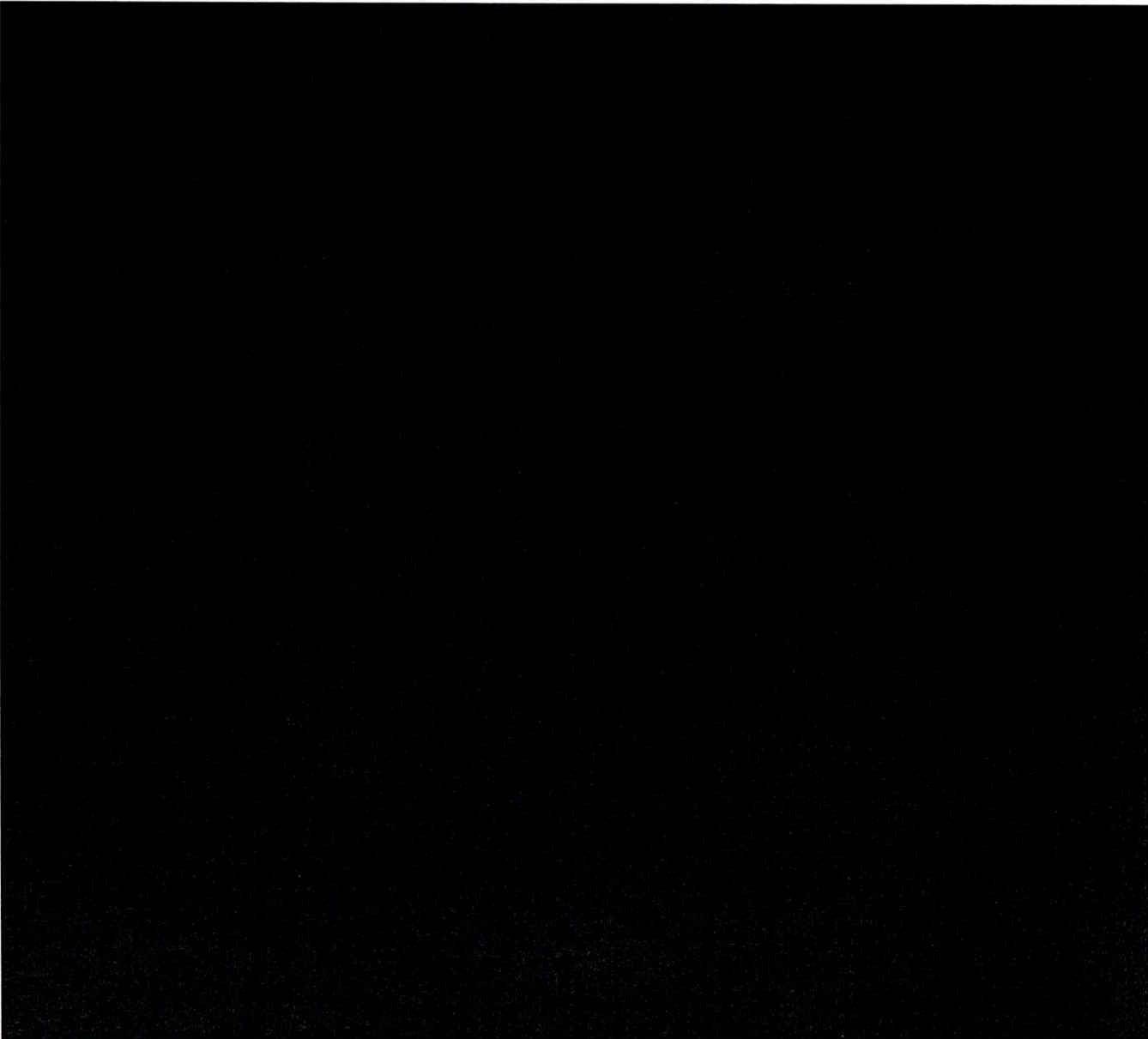
By: 
Print Name: Terry Crosby
Title: General Manager

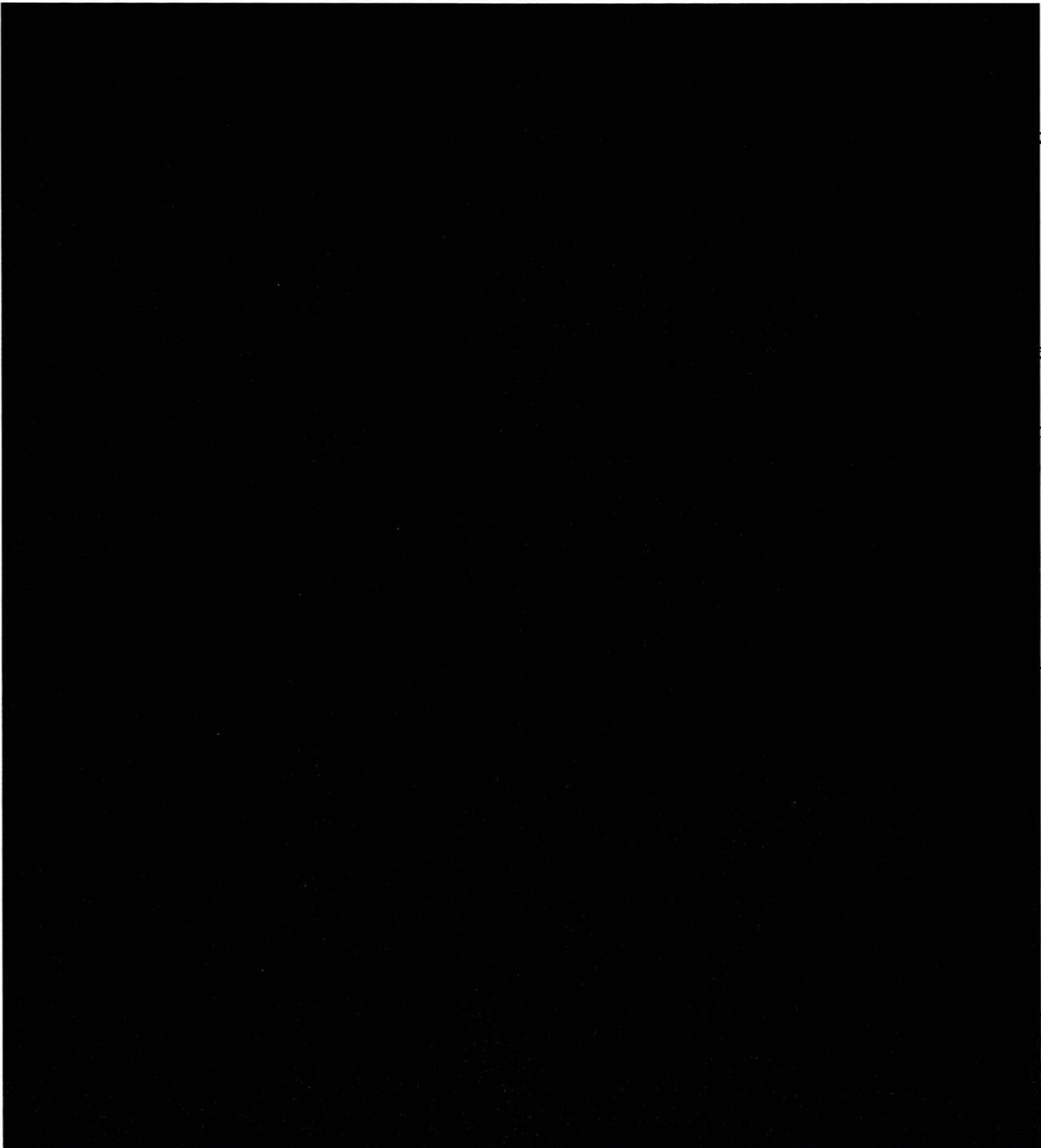


**STANDARD TERMS AND CONDITIONS INCORPORATED
IN KXLA BROADCAST AGREEMENT**

1. Broadcast of Programs

KXLA will broadcast the television program(s) covered hereby on the day(s) and the times specified on the schedule attached hereto as Exhibit B. A total of three minutes (180 seconds) per hour (*i.e.*, for a total of nine (9) minutes per day) out of the programming time provided to Programmer hereunder shall be, and hereby is, retained by KXLA for KXLA's exclusive use within the body of the programs upon such terms and conditions deemed appropriate in KXLA's sole discretion (such reserved time being referred to hereunder as the "KXLA Reserved Time"), provided, however, that one minute per day of the KXLA Reserved Time shall be utilized by KXLA during station break periods for station identification and public announcements. Subject to the foregoing, KXLA shall have the exclusive right with respect to the KXLA Reserved Time to sell, for its own account and benefit, spot advertising to any person or entity (other than those accounts specified on Exhibit C, attached hereto), including, but not limited to, those accounts set forth on Exhibit D, attached hereto. Programmer and KXLA each agrees to reasonably cooperate with each other as may be requested by such other party from time to time in connection with the placement and/or trafficking of the advertising in Programmer's programs.



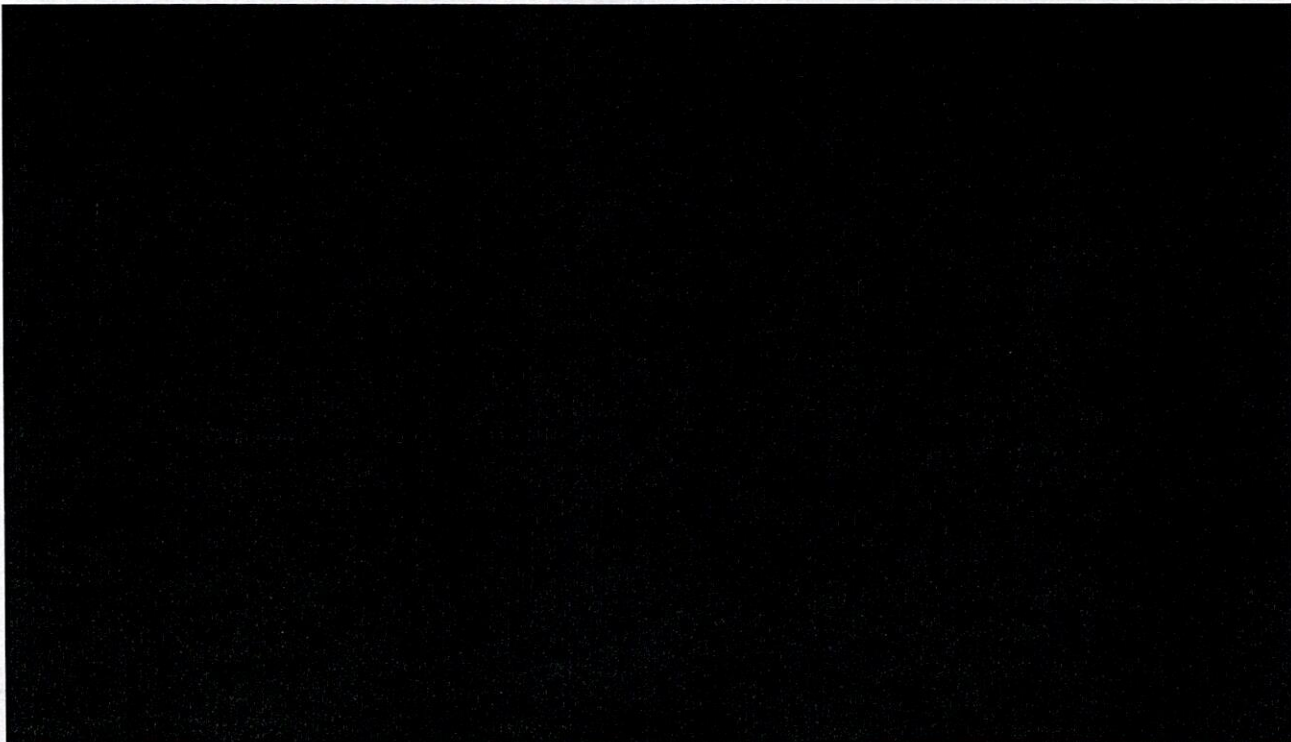
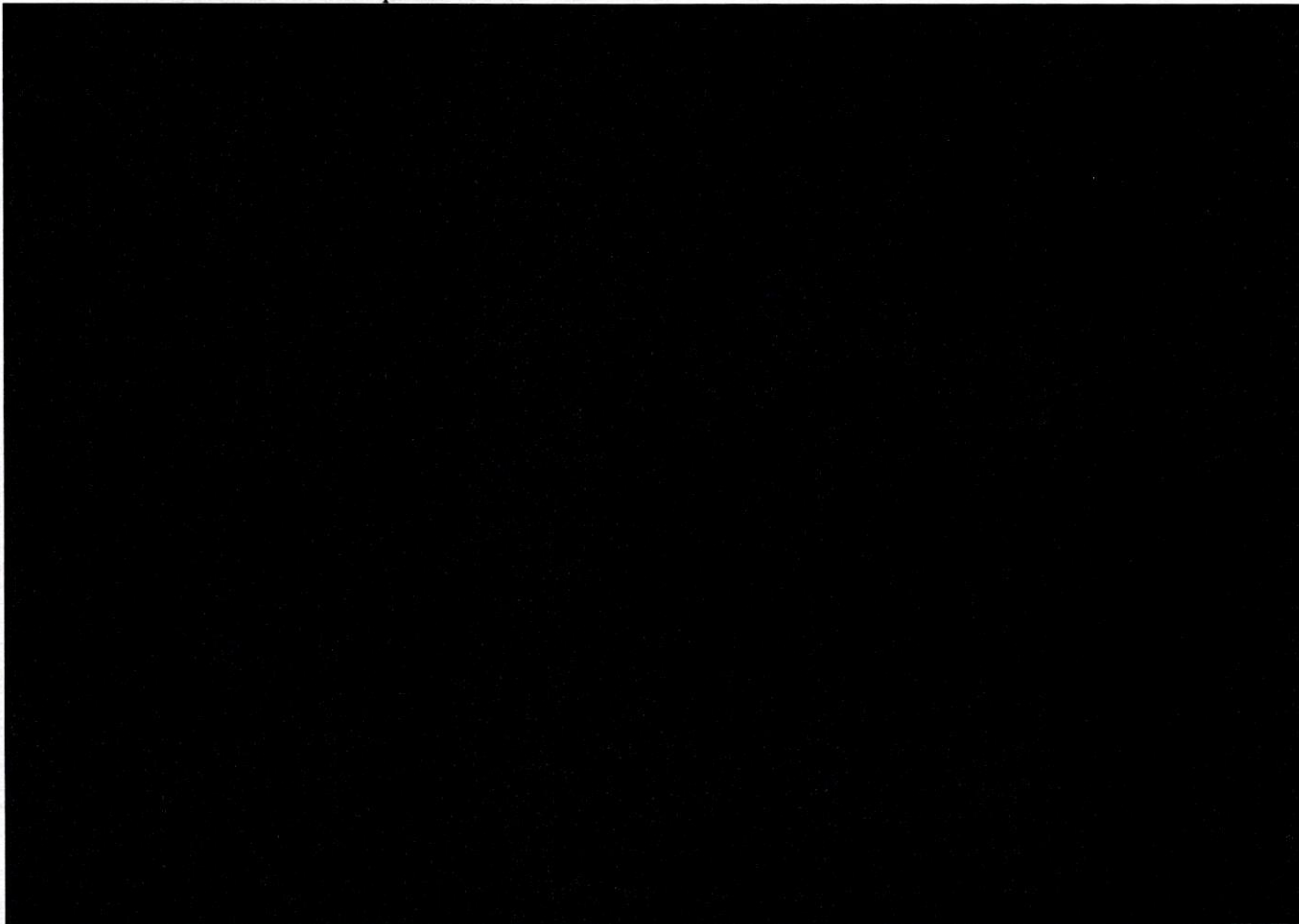


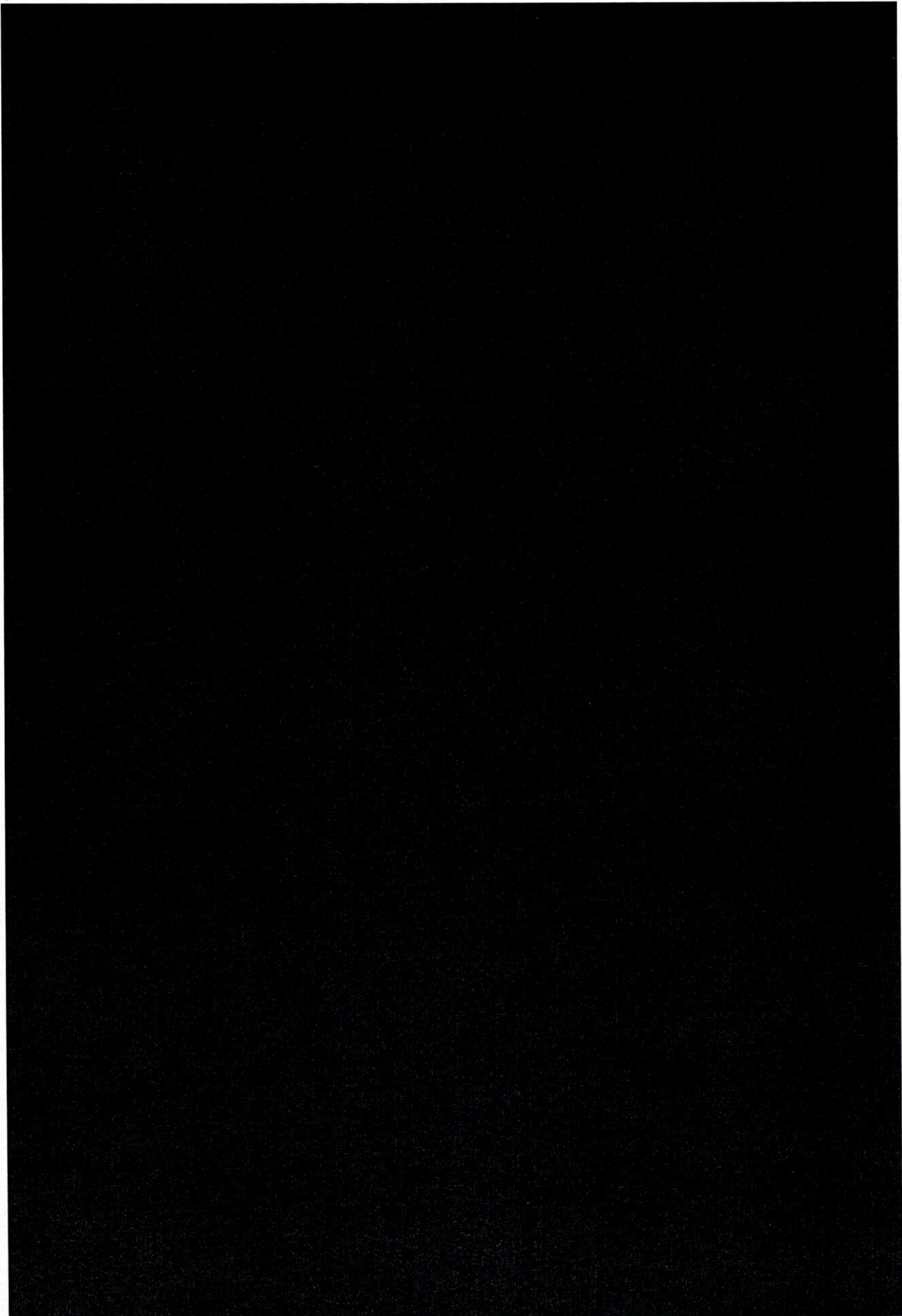
4. Program Content

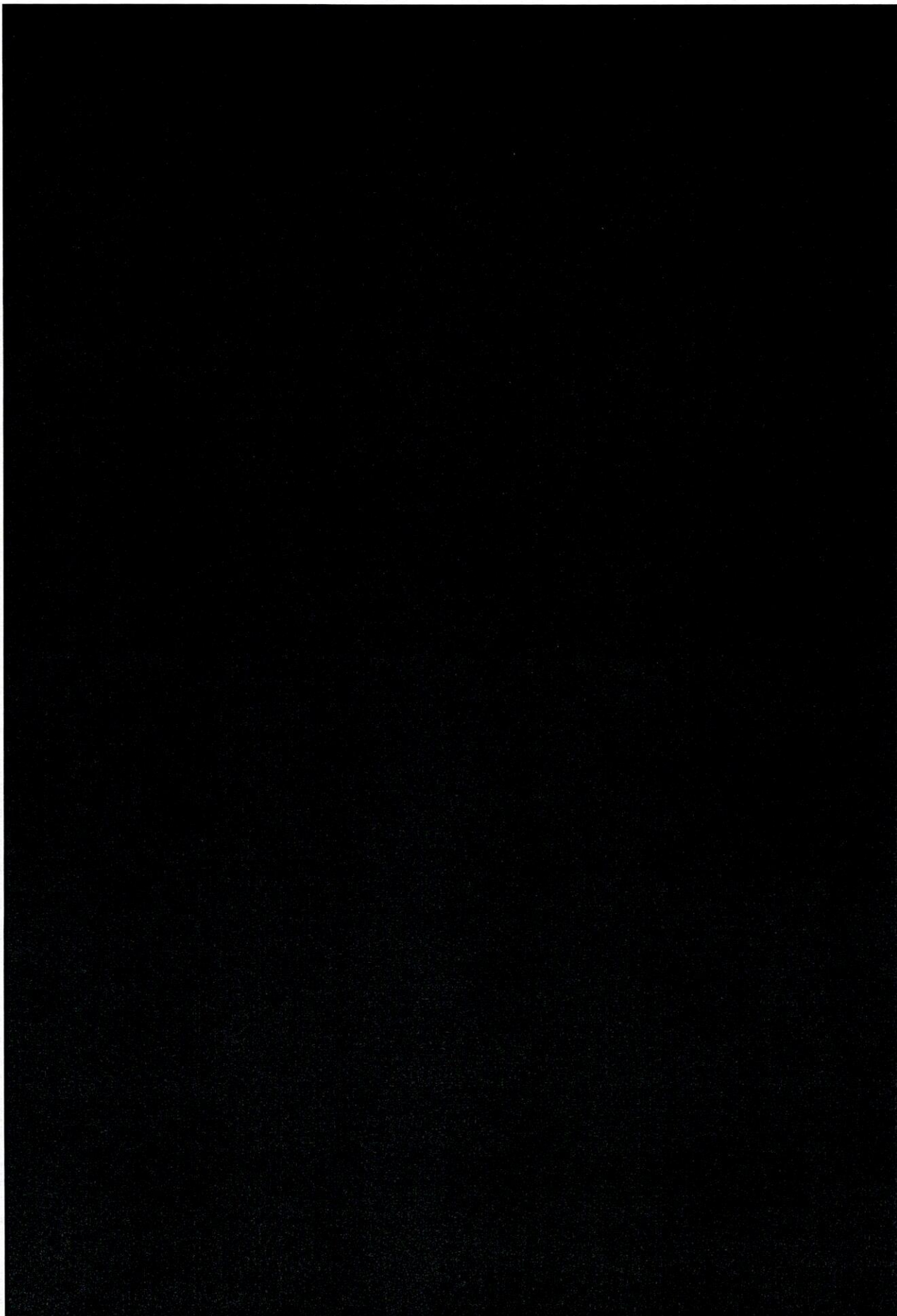
(a) Except as may be otherwise specifically provided herein, all of the material, talent, announcements and the entire contents of Programmer's program to be broadcast hereinunder shall be furnished by and at the sole expense of Programmer and shall be delivered by Programmer to the KXLA studio. It is an express condition of this Agreement that all such material, talent, announcements and other contents (including, without limitation, music and spoken words of Programmer, its representatives, employees, clients, sponsors, associates, guests, and invitees) broadcast on Programmer's program (1) must conform in all respects to the program and operating policies of KXLA in effect on the date hereon (a copy of which is attached hereto as Exhibit A and hereby incorporated herein by this reference), and as may be promulgated from time to time during the term hereof and furnished to Programmer, (2) must not



violate or interfere with (a) Federal, State, County or Municipal laws, policies, codes, or regulations, 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.









9. Effectiveness of this Agreement

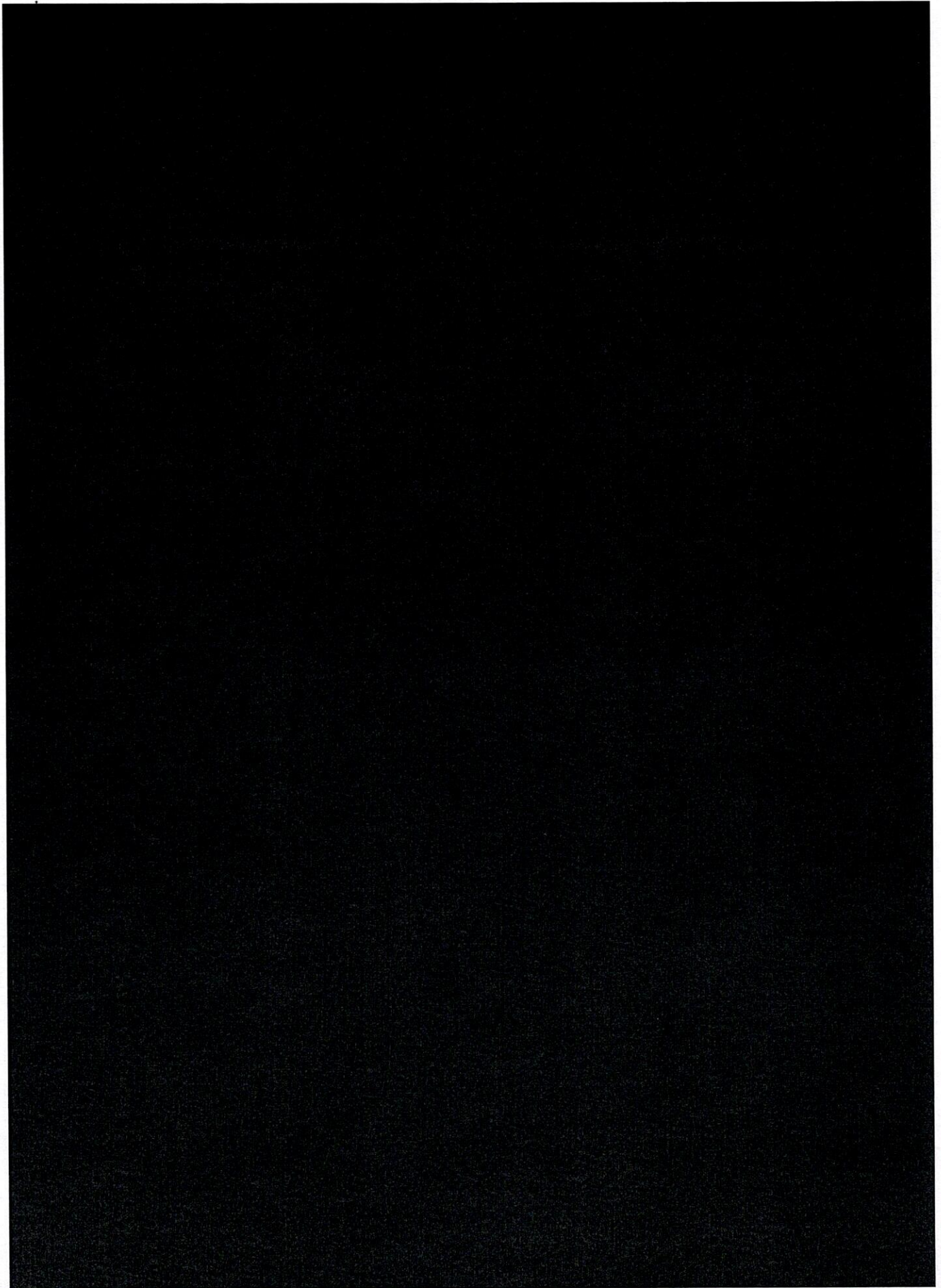
Notwithstanding any other provisions to the contrary, this Agreement shall become effective (the "Effective Date") only upon the occurrence of all of the following conditions and KXLA shall have no obligation to Programmer if KXLA shall have accepted a competing offer for the same time period prior to Programmer's fulfillment of all of the same:

(a) This Agreement shall have been signed by an authorized representative of Programmer and delivered to KXLA.

(b) This Agreement shall have been approved and countersigned by KXLA's General Manager.

(c) Programmer shall have paid to KXLA the amount set forth in Section 3(a)(i) above.





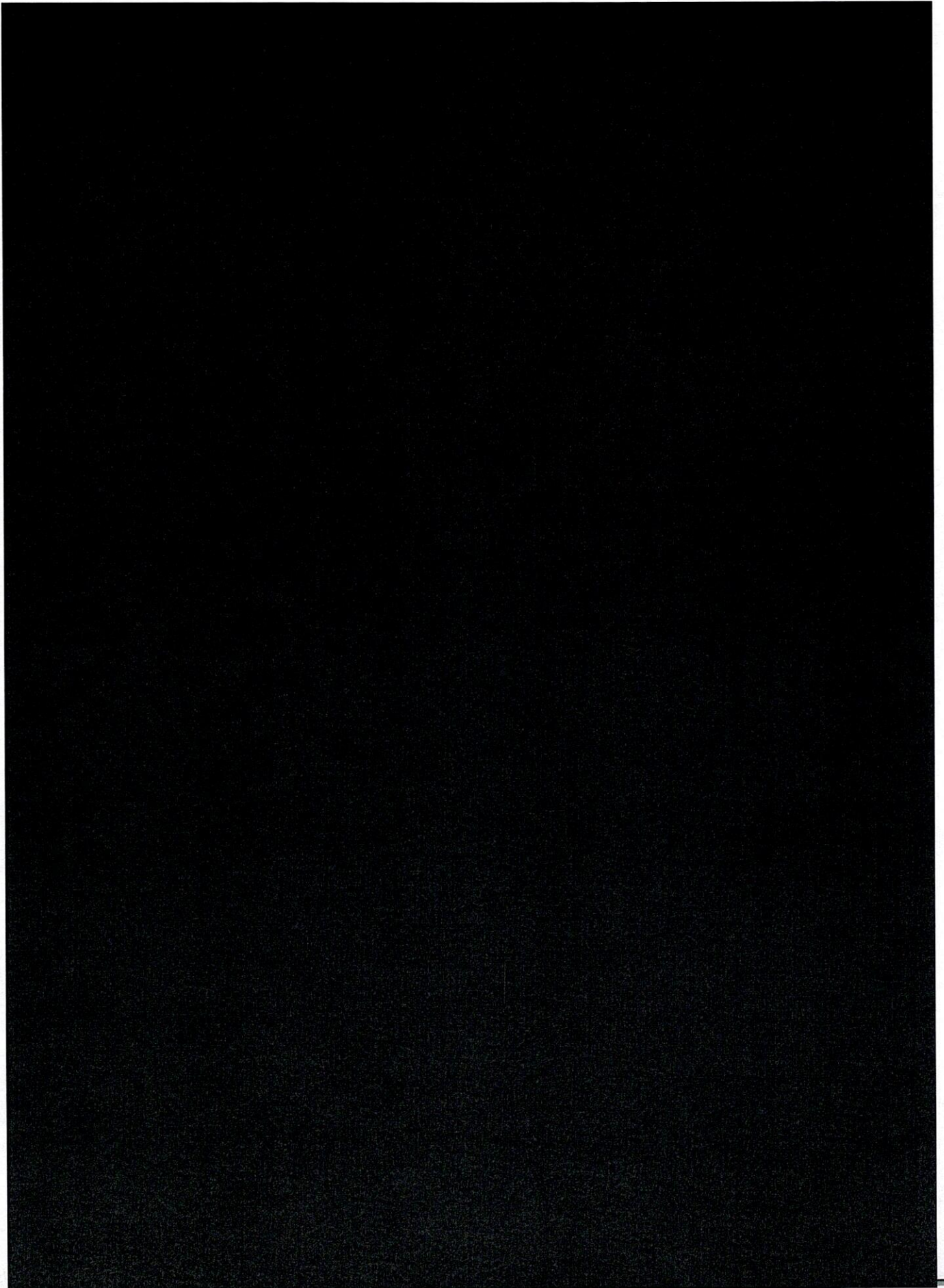


EXHIBIT A

KXLA TV 44, Inc.

STATEMENT OF COMMERCIAL PROGRAM POLICY

The Program/Programmer ("Producer") agrees to cooperate with KXLA 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. 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. Programs 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, programs are 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 Producer. And the Producer 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 program 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 is prohibited if the invitation, meeting, or service contains any claim that miracles, cures, or prosperity will result.

X. **No Plugola or Payola.** 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 program.

XIV. **Election Procedures.** At least ninety (90) days before the start of any primary or regular election campaign, Producer will clear with KXLA's general manager the rate Producer 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.** Producer will provide, for attachment to the station logs, a list of all commercial announcements broadcast in its programming.

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

XVII. **Commercial Recordkeeping.** Producer 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 General Manager 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 Federal Communications Commission, 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 General Manager/Chief engineer's sole judgment, would not serve the public interest.

XIX. **Programming Prohibitions.** Producer shall not broadcast any of the following programs or announcements:

- A. **False Claims.** False or unwarranted claims for any product or service.
- B. **Unfair Imitation.** Infringements of another programmer's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- C. **Commercial Disparagement.** Any disparagement of competitors or competitive goods.

- D. **Profanity**. Any programs or announcements that are indecent, slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- E. **Description of Bodily Functions**. Any continuity which describes in a repulsive manner internal bodily functions or symptomatic results of internal disturbances, and no reference to matters which are not considered acceptable topics in social groups.
- F. **Illegal Products**. No advertising of tobacco products, illegal drugs, or any other product which cannot lawfully be sold.
- G. **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).
- H. Calls for listeners to resort to violent acts regardless of the cause or goal.
- I. Calls for listeners to act to overthrow any local or state or the federal government.

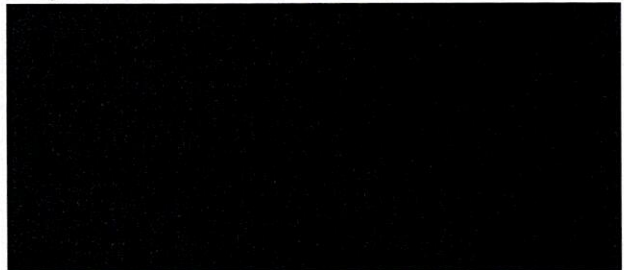


EXHIBIT B
RATE SCHEDULE
FOR
KOREAN TELEVISION ENTERPRISES, LTD. ("KTE")

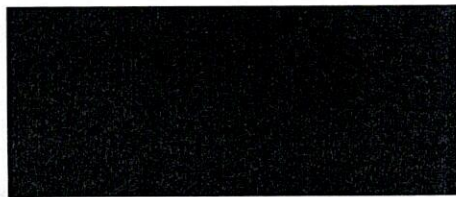
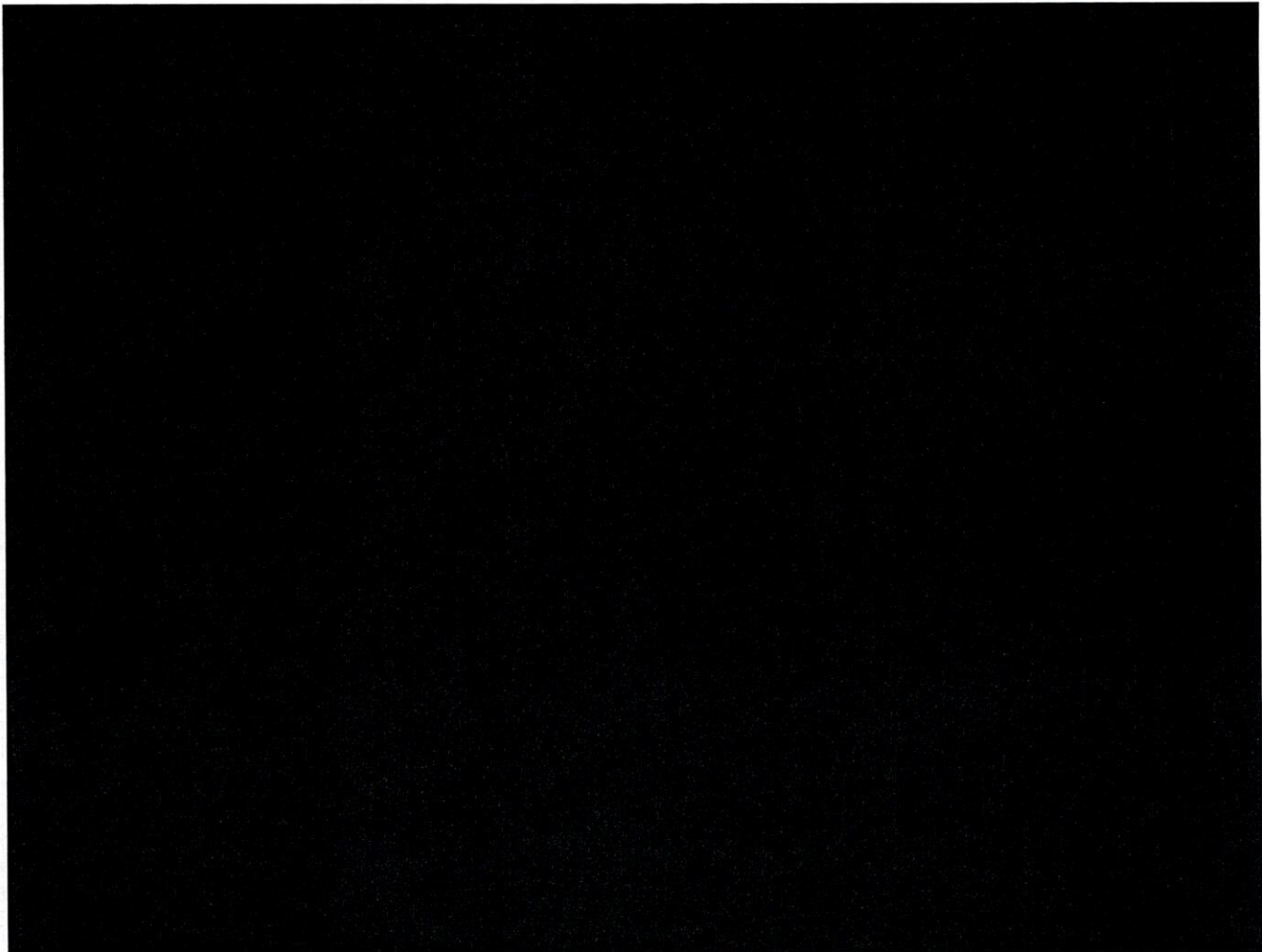


EXHIBIT E

MEMORANDUM

This Memorandum concerns Sections 317 and 507 of the Communications Act of 1934, as amended (the "Communications Act"). 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.

Your obligations under Sections 317 and 507 of the Communications Act, 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 KXLA IS INFORMED ON YOUR "PROGRAM 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 KXLA IS INFORMED.

Your attention is also directed to the fact that Section 507 of the Communications Act 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 507 of the Communications Act, and the FCC's sponsorship identification rule (Section 73.1212).

