

AT&amp;T Agreement Number 20120907.012.C.



### RETRANSMISSION CONSENT AGREEMENT

This RETRANSMISSION CONSENT AGREEMENT (the "Agreement") dated as of the date which the last party signs below (the "Effective Date"), is by and between AT&T SERVICES, INC. on behalf of itself and its affiliates ("AT&T"), and Jeff Chang, licensee and owner of KQSL ("Station") concerning the retransmission of Station's television signal by AT&T as follows.

1. **Retransmission Consent.** Pursuant to 47 U.S.C. Section 325(b) and 47 C.F.R. Section 76.64, Station has elected to exercise its rights to retransmission consent for transmission of Station's signal(s) on AT&T's multichannel video programming distribution system (the "System") and hereby grants AT&T the right to retransmit Station's digital broadcast signal(s) to AT&T's System subscribers throughout the San Francisco, CA designated market area ("DMA") during the Term (defined below). In addition, Station grants its consent to AT&T with respect to the Station, to (i) retransmit, at AT&T's sole option, Station's digital broadcast signals in any significantly viewed areas (as defined by the FCC) during the Term in accordance with the terms of this Agreement; (ii) advertise, market and promote the availability of Station through the System via television, radio, print, Internet or other media advertising, including using Station's channel number, call letters and/or logo, names and logos of programming carried by such Station, and any other promotional materials or uses authorized by Station from time to time; and (iii) offer its subscribers the capability of utilizing subscriber initiated applications, such as overlays and shrinkbacks; provided that such capability affects the Station's audio and video presentation in a manner no worse than any other retransmitted broadcast television station. For illustrative purposes, subscriber initiated overlays include, without limitation, the appearance of caller I.D. information, program reminders initiated by the subscriber, etc.

2. **Term.** The grant of retransmission consent contained herein shall commence on the Effective Date and this Agreement shall expire at 11:59 p.m. on December 31, 2014 (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") after the expiration of the Initial Term unless either party provides written notice to the other of its intent to terminate this Agreement a minimum of ninety (90) days prior to the end of the then applicable expiration date.

3. **Manner of Carriage.**

(a) AT&T shall carry material portions of Station's primary digital video stream ("Primary Digital Signal"), which shall include closed-captioning, up to one second language audio, and V-chip content advisory information.

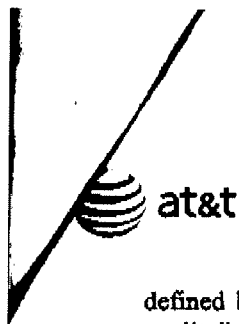
(b) AT&T shall have the right but not the obligation to begin carrying the HDTV formatted signal(s) of Station at any time during the Term.

4. **Channel Position; Change.** Carriage of the signal shall be on channel 11, which shall be in a level of service on which all other digital broadcast signal(s) are carried.

5. **Signal Quality.** Other than as may be mandated by applicable FCC rules/regulations, AT&T shall carry Station's digital signal(s) without material degradation or interruption in a manner that ensures the technical integrity and quality of such signals. Station shall deliver a "good quality" signal(s) (as

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defined by the FCC). AT&T and Station will use commercially reasonable efforts to obtain a "good quality" signal(s). In the event that AT&T cannot receive a "good quality" signal(s), AT&T shall have no obligation to retransmit the Station.

6. **Consideration.** AT&T shall not be required to pay Station any cash consideration. The sole consideration required of AT&T shall be compliance with the terms and conditions of this Agreement.

7. **Representations & Indemnification.**

(a) Each Party represents and warrants that (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of its incorporation; (ii) it has the requisite power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) it is under no contractual or other legal obligation which will in any way interfere with its full, prompt and complete performance hereunder; (iv) the individual executing this Agreement has the authority to do so; (v) it shall not knowingly use the rights granted to it hereunder for any unlawful purpose; and (vi) it is and will remain in compliance with all federal, state, and local laws, rules and regulations, including the provisions of 41 C.F.R. §60-1.4, to the extent applicable to the Party.

(b) Station shall indemnify AT&T from and against any and all claims, liabilities, damages, costs and expenses arising out of a breach of any representation or in connection with retransmission of Station's signal(s) pursuant to the terms of this Agreement to the extent that such claims, liabilities, damages, costs and/or expenses are based upon libel, slander, defamation, invasion of the right of privacy or publicity, or violation or infringement of copyright, trademark or music synchronization or performance rights.

8. **Termination.** Either party may terminate this Agreement by giving the other party written notice, if the other party has materially breached its duties or obligations hereunder, and such breach is not cured within thirty (30) days after receipt of such notice.

9. **Notices.** All notices, demands, requests or other communications that may be or are required to be given, served, or sent by a party to the other party pursuant to this Agreement shall be in writing and shall be deemed given when faxed with verbal confirmation of receipt, delivered personally, or mailed by certified mail or any widely used and recognized overnight courier service, postage or delivery charge prepaid, with return receipt requested. Notices shall be addressed to the parties as follows:

**If to AT&T:**

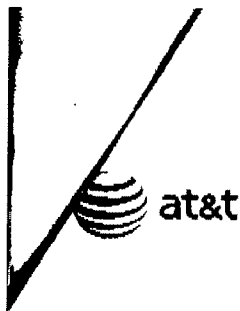
AT&T Services, Inc.  
4119 Broadway, Rm 650A16  
San Antonio, TX 78209  
Attn: Sr. Contract Manager  
Facsimile: (210) 822-3031

**If to Station:**

Jeff Chang  
269 S Beverly Dr  
PMB 704  
Beverly Hills, CA 90212  
Facsimile: ( )-----

- 310-388-1353

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**With copies to:**

AT&T Services, Inc.  
1025 Lenox Park Blvd., 5th Floor, C562  
Atlanta, GA 30319-5309  
Attn: IP Video Counsel  
Facsimile: (404) 986-1809

AT&T Services, Inc.  
1880 Century Park E, Ste. 1101  
Los Angeles, CA 90067  
Attn: President Content & Advertising Sales

**10. Force Majeure.** Any delays or failures in performance resulting from acts or occurrences beyond the reasonable control of a party (e.g., acts of nature, fire, riot, war, labor disruption, law, government order or regulation, etc.) shall not result in a default of this Agreement by such party.

**11. Applicable Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas (but not including the choice-of-law thereof), subject to applicable provisions of the Communications Act of 1934, as amended, and applicable rules, regulations and orders of the Federal Communications Commission.

**12. Confidentiality.** The parties agree to maintain the terms and provisions of this Agreement in confidence, and neither party shall disclose to any unrelated third party (other than its authorized personnel or as required by law) any information with respect to the terms and provisions of this Agreement without the express permission of the other.

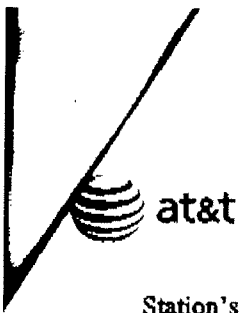
**13. Limitation of Liability.** Except with respect to third party indemnity claims and the confidentiality obligations set forth in this Agreement, in no event is either party liable to the other party for any incidental, special, consequential, punitive or similar damages (including, without limitation, loss of profits or revenues, or damages to or loss of personal property), however caused, based on any theory of liability.

**14. Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that no consent shall be necessary in the event of assignment to: (i) a successor entity resulting from a merger, acquisition or consolidation by either party; or (ii) an entity under common control with, controlled by, or in control of, either party. This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the parties.

**15. EAS.** AT&T shall not preempt, override, or interrupt the retransmission of Station's signal(s) for any Emergency Alert System ("EAS") messages provided by Station but rather, shall retransmit all EAS signal tests and messages required pursuant to 47 C.F.R. §11.11(a) and 47 C.F.R. §11.51 for Station including national, state and local alerts, without modification, interruption or delay. Notwithstanding the foregoing, Station acknowledges that AT&T's agreement not to preempt, override, or interrupt such

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Station's signal(s) for EAS messages, alerts, or tests is subject to AT&T's compliance with all applicable laws, rules and regulations including, without limitation, any applicable licensing authority.

16. **Compulsory Copyright.** It shall remain the obligation of AT&T to ensure, and AT&T warrants that it will so ensure, that AT&T's retransmission of all copyrighted programs included in the Station's broadcast signal(s) is appropriately licensed for retransmission on the applicable System, under compulsory copyright license pursuant to 17 U.S.C. § 111, it being understood, however, that Station shall be solely responsible for obtaining all necessary rights for the exhibition of all materials included in Station's signal(s) on over-the-air broadcast television. Notwithstanding anything to the contrary contained in this Agreement, AT&T shall have no obligation to retransmit any broadcast signal(s) of a Station in any geographical area if such retransmission subjects AT&T to an increase in its compulsory copyright fee resulting from the designation of such Station's signal(s) as being distant.

17. **Relationship.** Neither Party shall be, or hold itself out as, the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Under no circumstances shall this Agreement be construed or interpreted as an exclusive dealing agreement by either Party. Nothing in this Agreement shall be construed as to restrict either Party from entering into any agreement with any other party, even if similar to or competitive with the transactions contemplated hereunder. In addition, notwithstanding anything to the contrary in this Agreement, nothing herein shall constitute or be interpreted as a waiver of AT&T's right to engage in any lawful conduct or to provide any lawful service or product for which a Station's consent or authorization is not required under copyright or other law.

18. **Scope of Agreement and Amendment.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous, express or implied, written or oral, agreements, representations and conditions between the parties with respect thereto. This Agreement may only be modified or amended by a writing signed by both parties.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date written above.

AT&T SERVICES, INC.

Jeff Chang

By: [Signature]

By: [Signature]

Name: Jerry Arismendez

Name: JEFF CHANG

Title: Sr. Contract Manager

Title: OWNER

Date: 9/20/12

Date: 9/19/12

[Signature]