



# Lincoln Broadcasting Company

100 Valley Drive, Brisbane, California 94005 Telephone (415) 468-2626 • Fax: (415) 467-7559

## DIGITAL SUBCHANNEL LICENSE

This Digital Subchannel License, including the attachment hereto ("License"), is entered into as of [REDACTED] by and between Lincoln Broadcasting Company, a California limited partnership ("Owner") and Viet Today LLC, a California limited liability company ("Programmer"). Collectively, Owner and Programmer are the "Parties" referred to herein, and each is a "Party" to the License.

## RECITALS

A. Pursuant to licenses granted by the Federal Communications Commission ("FCC") and other government entities (collectively, the "FCC License"), Owner owns and operates commercial television broadcast station KTSF Channel 26 ("Channel 26") in the San Francisco television market, including digital Subchannel 26.5 ("Subchannel").

B. Programmer produces, acquires the rights to broadcast, and packages video programs for distribution, free of charge to viewers, on television broadcast stations. Programmer has certain programming available and wishes it to be broadcast on the Subchannel.

C. Owner and Programmer wish to enter into an agreement whereby Owner will license the right to broadcast programming on the Subchannel subject to the terms of this License. Programmer desires to enter into this Agreement in order for it to have access to over-the-air viewers and to cable carriage for its programming on the Subchannel.

D. The Parties intend that this License, and their performance of it, shall comply in all respects with the FCC License, the Communications Act of 1934, as amended, FCC rules, regulations and policies, and with all other applicable federal, state and local law, whether currently in effect or effective in the future (collectively, "Law".)

**NOW, THEREFORE**, in consideration of these premises and the Parties' mutual promises and obligations herein, the Parties agree:

## ARTICLE 1

### PROGRAMMING LICENSE

**1.1. License of Airtime and Provision of Programming.** Programmer shall purchase from Owner airtime on the Subchannel for the consideration specified in Article 4 hereof, and pursuant to the terms and conditions of this License. Programmer shall transmit to Owner for broadcast on the Subchannel only programming, advertisements and other broadcast content that Programmer produces, owns or has the right to distribute via the Subchannel (the "Programming"), and will provide the Programming at no charge to viewers. Programmer shall transmit the Programming to Owner for broadcast on the Subchannel. The programming content shall primarily consist of Vietnamese-language television programming although English-language or English subtitled programming will be permitted provided that it focuses on content of general interest about Vietnam and the surrounding Asian region. The days and times of the



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Broadcasting Period and the specific components of the Programming to be aired in the Broadcasting Period, shall be as identified in a weekly program grid sent to the Owner's Programming Supervisor, [REDACTED] or other agreed to recipient.

**1.2. Owner's Broadcast of the Programming.** In exchange for the payments to be made by Programmer hereunder, and subject to Owner's legal obligations to operate KTSP in the public interest and pursuant to Law, Owner shall broadcast on the Subchannel during the Broadcasting Period the weekly program schedule of Programmer on a 24 hours per day seven days per week basis.

## ARTICLE 2

### PROCEDURES FOR THE PROVISION AND BROADCAST OF PROGRAMMING

**2.1. Ownership and Control of the Subchannel.** At all times and for all purposes, Owner shall own the Subchannel, related equipment and rights. At all times and for all purposes, Owner shall control and oversee the use, technical operation and broadcast content of the Subchannel. Nothing in this License shall undermine Owner's full authority and power over the Subchannel.

**2.2. Programming Subject to Owner's Approval.** All broadcasts by Programmer are subject to the approval of Owner as to program content, advertising spots and other broadcast content of any kind, as further provided in Article 3 hereof. Owner reserves the right, and Programmer hereby acknowledges and agrees to cooperate with Owner to facilitate Owner's exercise of that right, to reject, preempt, replace or terminate, in whole or in part, any Programming aired or to be aired on the Subchannel during any Broadcast Period, including but not limited to preemption or deletion from the air of any content deemed by Owner to be unsuitable or contrary to the public interest. Owner may exercise said rights in its sole discretion and without advance notice or liability of any kind to Programmer or any other person or entity, at any time. Owner shall not be required to broadcast any program or content other than those named in this License without Programmer first obtaining the written approval of Owner.

**2.3. Delivery of Program Grids.** Programmer shall provide to Owner weekly program grids for all Programming scheduled to appear on the Subchannel. Such program grid shall be delivered to Owner no later than four weeks prior to the commencement of such Programming so that it can be provided to the appropriate listing services. In addition, if the Programmer's program is in a foreign language, Owner may require Programmer to provide, at Programmer's expense, an English translation of all material within the program (inclusive of commercials, promos, public service announcements ("PSAs"), etc.). Should Programmer fail to deliver such translations within 12 hours of request by Owner, Owner may translate the material itself or use commercial translation interpretation services to prepare an English translation. Programmer shall reimburse Owner for all expenses incurred in connection with any such translations.



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**2.4. Technical Standards for Programming and Its Transmission to Owner for Broadcast.** Programming delivered to Owner for transmission on the Subchannel must meet standard broadcast specifications.

**2.5. New Markets.** If during the Term the opportunity arises for the Subchannel to be carried on cable systems outside of the San Francisco DMA, then Owner shall notify Programmer of that opportunity. Programmer shall have the option of extending this License to broadcast of the Subchannel in such new markets, provided that it agrees to adjustment to the amount of the fees payable hereunder to take into account the wider coverage. The amount of such adjusted fees shall be determined by Owner in its sole discretion. Programmer shall not, however, be required to agree to expanded coverage.

**2.6. Delivery of Programmer Signal.** Delivery of Programmer's signal to Owner shall be at the sole expense of Programmer, including satellite or fiber expense, decoders or other necessary equipment costs. Owner will provide the satellite dish necessary to receive Programmer's signal. Owner will not insert any local commercials or programming into the Programmer's feed. Owner will add to the Programmer's signal on an automated basis the station ID at the required times and EBS alerts as required by law.

**2.7 Digital Subchannel Group Promotion.** Owner may elect to promote the entire group of its digital channels with a branding campaign. Such promotion may occur on the air, in print, or both for the mutual benefit of the Owner, Programmer and other programmers of Owner's subchannels. Without limiting the foregoing, if Owner elects to undertake such a promotion and campaign, Programmer shall fully cooperate in the implementation of same and shall, among other things, permit appropriate graphics to be added to the Programming by Owner at a frequency of not greater than once every 30 minutes.

## ARTICLE 3

### BROADCAST CONTENT STANDARDS, REGULATORY COMPLIANCE

**3.1. Programmer to Deliver Only Regulatory-Compliant Programming to Owner.** As required by FCC rules, Owner shall retain ultimate control over all material transmitted via the Subchannel, with the right to reject any material in the sole judgment of the Owner. As part of Owner's exercise of that control, and to minimize the instances of Owner's rejection of Programmer material, Programmer shall assure, prior to delivering each day's program feed to Owner, that each component of its Programming, and all of it together, complies with all applicable Law as of the date of broadcast on the Subchannel, including but not limited to FCC regulations applicable to commercial television broadcast stations. Owner will supervise and monitor such compliance on an ongoing basis. Programmer will respond promptly, fully, affirmatively and at Programmer's sole expense to Owner's requests for information, videos, scripts or translations of programs, commercial advertising and other Programming content, and any other information and materials. Programmer will also follow, immediately and at its sole expense, any Owner directives to revise, eliminate or otherwise make changes in Programming to achieve full regulatory compliance.



### **3.2. Owner's Exercise of Control over Broadcast Material on the Subchannel.**

Should Owner determine, in its sole discretion, that Programmer's programming content does not meet requirements of Law, and/or does not meet Owner's quality standards set forth in this License, and/or contain matter which violates, or which Owner believes violates any right of any third party, Owner may, without advance notice or any liability to Programmer or a third party, take one or more of the following actions, in its sole discretion:

(a) Refuse to air the content. In such case Owner may instead air a replacement or backup program, to be provided by the Programmer. Programmer shall incur the normal charges for airtime as if the original program had aired.

(b) Delete the content from the Subchannel during broadcast, and either substitute other content or not.

(c) Edit the content to conform to requirements or the public interest. Owner reserves the right to bill Programmer for the expenses and professional services incurred in such editing, and Programmer shall pay for them. Owner shall retain all property rights of any material or other matter prepared, created or devised by Owner for use in connection with programs broadcast for Programmer.

(d) Delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rule and policy set forth in 47 C.F.R. Sections 73.1212 and 73.4242, and as they may be changed from time to time by the FCC, or that are inappropriate for broadcast in Owner's judgment..

**3.3. Other FCC-Required Preemptions.** In accordance with Law, Owner may also preempt any Programming in the event of a local, state or national emergency, or to substitute broadcast matter which Owner determines to be of greater local or national importance than the scheduled program. If that occurs Owner will attempt to notify Programmer in advance, if possible, and otherwise within a reasonable time following such preemption.

**3.4. Programmer Compliance.** Programmer shall assure that its Programming complies with all of the following:

**3.4.1. Children's Programming Obligations.** Under Law at the time of execution of this License, each 1-28 hours of Programming on the Subchannel increases by half an hour per week, up to a maximum of three additional hours, Programmer's obligation to air children's "core" programs. Throughout the Term of this License, in each week Programmer shall include in the Programming on the Subchannel the amount of additional children's educational and informational programming that is required based upon the number of hours of Programming that Programmer provides to Owner for broadcast on the Subchannel. Such children's programs produced or acquired by Programmer shall qualify as "core" pursuant to 47 C.F.R. Sections 73.670, 73.671 and 73.673 and published FCC policies, Orders and directives. No expansion or other change in the Initial Schedule shall be approved by Owner until Programmer has demonstrated to Owner's satisfaction that the Programming will satisfy FCC



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requirements for the amount and content of core children's programming. Programmer shall not include references to websites in children's programming it includes in the Programming.

**3.4.2. Additional Requirements Related to Children's Programming.** Prior to the initial start of broadcasting pursuant to this License, Programmer and Owner shall jointly develop a timetable and procedure to assure that Owner obtains timely information from Programmer in order for Owner to complete and file quarterly FCC children's television programming reports, include required information on the Owner's website and in the public inspection file, and comply with all other applicable requirements relating to children's television programming. The timetable and procedure shall be incorporated into this License as **Attachment A**.

**3.4.3. Emergency Alert System ("EAS").** Programmer will cooperate with Owner to ensure that EAS transmissions are properly performed in accordance with Law and Owner's instructions.

**3.4.4. Letters and E-mails from the Public.** Programmer shall provide to Owner, upon receipt, copies of any written (including, without limitation, email) comments on the Programming or any other aspect of Programmer's use of the Subchannel. For the Owner's public inspection file, Programmer shall provide to Owner, upon receipt, (including email, without limitation), copies of all written comments it receives concerning any Programming for Owner's review and inclusion in its public inspection file.

**3.4.5. Political Time.** No political candidate may appear in Programming except in programs exempt from equal opportunities obligations under FCC rules without the prior approval of the Owner. Programmer may not endorse or oppose a political candidate on the Subchannel without at least 48 hours notice to and prior approval of Owner. Programmer shall cooperate with Owner as Owner complies with its political broadcast responsibilities, and shall supply such information promptly to Owner as may be necessary to comply with political time record keeping and lowest unit charge requirements of federal law. To the extent that Owner believes necessary, in its sole discretion, Programmer shall release advertising availabilities to Owner during the Broadcasting Period to permit Owner to comply with the political broadcast rules of the FCC and the provisions of Section 315 of the Communications Act of 1934, as amended; provided, however, that any revenues received by Owner as a result of any such release of advertising time shall promptly be remitted to Programmer.

**3.4.6. Station Identification.** Owner will retain its rights to the call letters "KTSE," "KTSE-TV" and "KTSE-DT." Programmer will ensure that proper station identification announcements are made in accordance with FCC rules and regulations.

**3.4.7. Credit Advertising.** Programmer will not advertise credit terms, other than the fact that credit terms are available, unless any such advertisements are in full compliance with the Truth in Lending Act. /



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**3.4.8. Sponsorship Identification.** Programmer will comply with 47 C.F.R. Section 73.1212 concerning the broadcast of announcements identifying those who have paid something of value to Programmer in exchange for the airing of any content. This shall include, without limitation, purchase of airtime on the Subchannel by Programmer.

**3.4.9. Payola.** Programmer agrees that neither it nor its employees or affiliates will receive any consideration, whether in money, goods, services or otherwise, directly or indirectly, from any person, company or other entity for the presentation of any programming or the broadcast of any commercial announcements or other material on the Subchannel without reporting the same in advance to Owner, unless such broadcast is appropriately identified as sponsored. Programmer understands that any violation of this provision is "payola" and constitutes a federal crime and grounds for immediate termination of this License.

**3.4.10. Plugola.** No commercial messages ("plugs") or undue reference shall be made in Programming to any business venture, profit-making activity or other interest (other than noncommercial messages for bona fide charities or public service activities) in which Programmer or any employee (including any relative) is directly or indirectly involved without the advance written approval of Owner and unless any such broadcast is, at the time of broadcast, appropriately identified as sponsored.

**3.4.11. Contests.** The airing of contests is subject to FCC rules. Programmer will comply with FCC and State rules and regulations concerning any contests.

**3.4.12. Lottery Prohibition.** No information about any lottery shall be broadcast on the Subchannel without the prior written consent of Owner unless such information is expressly permitted by the FCC's lottery rule.

**3.4.13. Violence.** Excessive violence may not appear in any Programming on the Subchannel. "Excessive violence" shall include gratuitous violence (irrelevant to character or plot development), glamorized violence, animal cruelty or scenes showing excessive gore, pain or physical suffering. The consequences of violence should be depicted, and the portrayal of violent or dangerous behavior that may invite imitation by children should be avoided. Upon receipt of any email or other written communication from the public that comments on Subchannel Programming and characterizes it as constituting violent programming, Programmer shall provide a copy to Owner for inclusion in the Owner's public inspection file. At Owner's request Programmer will eliminate, minimize and/or change the time of broadcast of such programming.

**3.4.14. Obscene and Indecent Programming Prohibited.** Programmer will assure that obscene material, as defined by the FCC and otherwise in Law, will never be included in Programming. By Owner's policy, the broadcast of indecent material, as defined by Law, is also prohibited at all times, and Programmer will assure that it never appears on the Subchannel.

**3.4.15. No False and Deceptive Advertising.** Programmer shall not include any commercials that are misleading, deceptive, or that advertise a fraudulent scheme.



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**3.4.16. No Tobacco Advertising.** Programmer shall not include any advertisements for cigarettes, "little cigars," or smokeless tobacco products. Advertisements for alcoholic beverages are allowed, but are restricted to after 10:00 p.m. and before 6:00 a.m.

**3.4.17. No Promotion of Other Media Outlets.** Programmer is free to promote its diverse channels as well as accept advertisements of other media outlets such as other broadcast station, cable company, MDS System, DBS System, pay television, cable service, radio station or any other medium of mass communication other than KTSE on 26.3 as long as it's not competitive with Owner's interest. If Programmer decides a specific advertisement may be competitive to Owner and/or if Owner notifies Programmer of such, the two parties shall come to a mutual agreement on the decision to air or not to air that specific advertisement.

## ARTICLE 4

### FEES AND OTHER CONSIDERATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





## ARTICLE 5

### REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

**5.1. Programmer Warranties.** Programmer represents and warrants to Owner that (a) Programmer has the necessary authority and is otherwise free to enter into and fully perform this License; (b) Programmer has and will maintain throughout the Term all rights, licenses, permissions, releases or other authority of whatsoever kind or nature that are or may be necessary for the lawful broadcast, without exposure of Owner to liability of any kind, for the Programming on the Subchannel and for Programmer to perform fully under this License; (c) now and throughout the Term, Programmer is legally able to authorize, as Programmer does hereby, Owner to distribute the Subchannel over the air and via MVPD retransmission upon both parties' mutual consent; and (d) the broadcast of Programmer's Programming, or any part of it, will not violate or infringe the rights of any person or entity, and will comply in all respects with applicable Law and Owner's policies, including without limitation FCC regulations; and (e) Programmer understands that Owner's performance of its obligations under the License and carriage of the Programming on all cable providers is totally dependent on the terms of the contractual arrangements between Owner and the respective cable operators ("Cable Contracts"), and Owner does not guarantee carriage on the cable systems for a term longer the term of the respective Cable Contract.

**5.2. Owner's Warranties.** Owner represents and warrants to Programmer that (a) Owner has the necessary authority and is otherwise free to enter into and fully perform this License; (b) Owner holds the valid, in-force FCC license for station KTSF and all other authority necessary to lawfully own and operate the station, including but not limited to the Subchannel, and Owner will maintain said authority throughout the Term of this License; and (c) Owner will, throughout the Term, maintain the technical operation of the Subchannel in accordance with applicable Law and engineering practices standard in the industry so as to distribute the Subchannel over the air. (d) Owner represents and warrants that it has music licenses for the station and, (e) Owner warrants that Programmer's channel signal will be of broadcast quality, assuming it is delivered as such, and that it will not be inferior to any other digital channel clients carried by Owner.

#### **5.3. Indemnification.**

**5.3.1.** Each Party shall notify the other Party in writing upon receipt of notice of any claim of liability for any alleged action or inaction related directly or indirectly to this License and/or its performance.





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**5.3.2.** Programmer will forever hold and save Owner harmless against all liability for libel, slander, illegal titles, violation of rights of privacy, misappropriation of ideas, and infringement of copyrights, music rights, proprietary or other rights, resulting from broadcast of any program, advertisement, music or other Programming furnished by Programmer. The foregoing shall not apply to any Owner programming. Owner shall not be liable to Programmer under any circumstances for any loss of profits, consequential damages, interference with third party contracts or any other basis of liability for Owner's exercise of Programmer control pursuant to this License.

**5.3.3.** Programmer agrees to forever indemnify Owner and hold Owner, its officers, managers, members, employees, agents and affiliates harmless against any FCC issued fines or forfeitures arising from or relating to any Programming broadcast on the Subchannel. Programmer agrees to cooperate in contesting any such fines or forfeitures, at Programmer's expense, in proceedings at the FCC or in any court to the extent desired by Owner. Programmer further agrees to indemnify Owner against the costs of defending against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges brought by parties unrelated to and unaffiliated with Owner to the extent that such challenges rely on Programmer's Programming. Programmer further agrees to vigorously support Owner, including the filing of FCC pleadings in support of Owner, if any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges are brought by parties unrelated to and unaffiliated with Programmer or Owner to the extent that such challenges concern the existence or operation under this License.

**5.3.4.** In the event of claims, demands, causes of action, loss, investigations, proceedings, damages, penalties, fines, expenses and judgments, including reasonable attorneys' fees and costs, arising directly or indirectly out of the negligence or willful misconduct of a Party, its agents or employees in connection with the performance of this License (including, without limitation, claims for defamation arising from acts outside of Programming or Owner programming) or arising out of or resulting from any inaccuracy, misrepresentation, or breach of any representation, warranty, or covenant contained herein, such Party shall forever, to the fullest extent permitted by law, protect, save, defend and keep the other Party harmless and indemnify the other Party. The indemnified Party agrees not to settle any such claims without the consent of the indemnifying Party, which consent shall not be unreasonably withheld.

## ARTICLE 6

### TERM AND TERMINATION; ASSIGNMENT



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## 6.2. Termination.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





## ARTICLE 7

### MISCELLANEOUS

**7.1. Arbitration.** If a dispute arises between the Parties relating to this License, the Parties agree to use the following procedure prior to either Party pursuing other available remedies, provided that either Party may elect either binding arbitration or a court action with respect to a breach by the other Party of such Party's proprietary rights, including without limitation any trade secrets, copyrights or trademarks.

(a) A meeting shall be held between the parties promptly, and in any event within ten days after notice by one Party to the other of a dispute, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

(b) If within 30 days after such meeting the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association and to bear equally the costs of the mediation.

(c) The Parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the American Arbitration Association if they have been unable to agree upon such appointment within 20 days from the conclusion of the negotiation period.

(d) The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of 30 days. If the Parties are not successful in resolving the dispute through the mediation, they agree that the dispute shall be settled by arbitration as provided below.

(e) Any controversy or claim arising out of, or relating to, this License, or the making, performance or interpretation hereof, shall be settled by arbitration in San Francisco, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. There will be only one arbitrator appointed, who shall be a retired or former judge of either the U.S. District Court or the California Superior Court. The arbitrator may only award damages or grant relief or other remedies that would be available in a court action. The arbitration award shall be binding upon the Parties and a judgment or decree upon the award may be entered in any court having jurisdiction over the subject matter of the controversy. Programmer hereby consents and submits to the jurisdiction of such courts over it with respect to such disputes, controversies or claims, and Programmer will not object to or otherwise seek removal of any action brought in those courts based upon an inconvenient forum argument or for any other reason.



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**7.2. Confidentiality.** The Parties agree that each of them will take all reasonable steps and precautions to ensure that the provisions of this License will be maintained in strict confidence, and that the provisions of this License will not be disclosed to any third party, except its attorney and (a) as may be required by either of them in seeking to enforce any of the provisions of this License as contemplated herein, or (b) as otherwise may be ordered by a court of competent jurisdiction in any proceedings involving the Parties and any third party.

**7.3. Counterparts.** This License may be executed or amended in counterparts, each of which when so executed and delivered will be deemed to be an original and both of which taken together will constitute but one and the same instrument.

**7.4. Dealings with Third Parties.** Except as provided herein, no Party is or shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other Party's assets or property, contracting for or in the name of the other Party, or making any contractually binding representations contractually binding such Party.

**7.5. Duty to Consult.** Each Party will use its best efforts not to take any action that will unreasonably interfere, threaten or frustrate the other Party's purposes or business activities, and will keep the other Party informed of, and coordinate with the other Party regarding, any of its activities that may have a material effect on such Party.

**7.6. Entire Contract.** This License, including any attachment, constitutes the final expression of the understanding and agreement between the Parties with respect to the subject matter hereof, is intended as a complete and exclusive statement of the terms of the Parties' agreement, supersedes and cancels all previous agreements and understandings, either oral or in writing, between the Parties, including, but not limited to, any obligations, liabilities, claims or rights under any prior programming contracts, and is not subject to or entered into on the basis of any oral or written terms or representations other than those contained herein. Any modification or amendment of the terms and conditions of this License will be binding upon the Parties only if contained in writing and signed on behalf of both Parties.

**7.7. Expenses.** In the event of arbitration or other action between the Parties arising out of or relating to this License, the prevailing Party will be entitled to recover court or arbitration costs and reasonable fees of attorneys, accountants and expert witnesses incurred by such Party in connection with the action or arbitration, including such costs and fees incurred because of any appeals. The prevailing Party also shall be entitled to recover all such costs and fees that may be incurred in enforcing any judgment or award, and this provision shall not be merged into any judgment but shall survive any judgment.

**7.8. Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if such Party is prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other



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contingencies beyond the control of such Party or for which such Party is not responsible. All provisions of this Agreement which have requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

**7.9. Governing Law.** This License and the rights of the Parties under this it are governed by the laws of the State of California excluding its choice of law rules.


**7.10. Headings.** The section headings throughout this License are for convenience and reference only, and words contained therein will not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this License.

**7.11. Loyalty.** The Parties hereto, their officers, directors, managers, partners, joint ventures, subsidiaries, parent corporations, affiliates, successors or assigns, each in the personal and corporate capacities, will not directly or indirectly initiate, prosecute, or in any way knowingly aid in the initiation or prosecution of any challenge to the other Party's FCC license(s), at any time during the term of this Agreement or any extension thereof, and for a period ending six months after the date for the filing of the first license renewal application by either Party after this Agreement is terminated or otherwise ends.

**7.12. No Disparagement.** The Parties further expressly agree that neither Party shall disparage the other Party, nor take any action which would be harmful to the other Party's business reputation or professional relationships including, but not limited to, making any statement to anyone, including, but not limited to, any current or former customers, clients, suppliers, or employees which may damage the reputation of the other Party.

**7.13. Notices.** Unless specifically stated otherwise herein, all notices required or otherwise provided for by this License shall be deemed delivered either when delivered in person or two business days after dispatch by overnight courier:

(a) If to Owner: Attn: General Manager, 100 Valley Drive, Brisbane, CA 94005, or to such other address as Owner shall have designated by notice in writing to Programmer.

(b) If to Programmer: 

to such other address as Programmer shall have designated by notice in writing to Owner.

(c) Copies to counsel unaccompanied by notices to principals shall not constitute notice.

**7.14. Severability.** In the event that any provision of this License is determined to be unenforceable or invalid for any reason, such provision shall be modified, if possible, by the Parties to achieve their original intent as closely as possible. The validity of the remaining



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provisions or portions of the License shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

**7.15. Trademarks, Service Marks, Copyright and Other Protected Intellectual Property of Owner.** Owner shall retain the exclusive rights to these, and Programmer shall use them only to the extent that Owner grants a limited written license for specific protected material, which (if any) shall be appended to this License and made a part hereof by amendment, and/or to the extent that this License provides expressly for their use (as, for example, regarding Owner's obligation to air station identification announcements as required by the FCC).

**7.16. Waiver.** The failure by either Party to enforce any provision of this License shall not be deemed a waiver of such provision; nor shall it prevent that Party from thereafter enforcing each and every provision of this License. The rights granted to both Parties herein are cumulative and shall not constitute a waiver of either Party's right to assert all other legal remedies that may be available to such Party.

IN WITNESS WHEREOF, this License was entered into as of the date first written above.

Date:



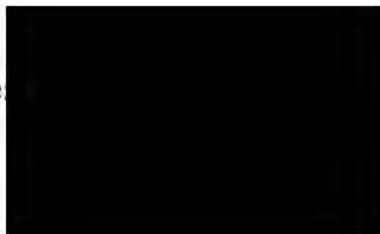
**PROGRAMMER:**

Viet Today LLC  
A California limited liability company

By:



Date:



**OWNER:**

Lincoln Broadcasting Company,  
A California limited partnership

By: Lincoln Television, Inc., General Partner

By:





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## ATTACHMENT A

Timetable and procedure to assure that Owner obtains timely information from Programmer in order for Owner to complete and file quarterly FCC children's television programming reports.

Programmer will work with Owner's Children's programming liaison, [REDACTED] and [REDACTED] or other agreed to recipient to insure that the necessary information is provided in time to meet the FCC's deadlines.

