

NEWS RE-BROADCAST AGREEMENT

BETWEEN

KFSN TELEVISION, LLC, LICENSEE
OF KFSN-TV

AND

KAIL-TV

THIS AGREEMENT ("Agreement") is made effective as of the 2nd day of April, 2018, by and between KFSN Television, LLC, licensee of KFSN-TV, with an address of 1777 G Street, Fresno, California 93706 (hereinafter referred to as "KFSN") and Aperio Communications, LLC as licensee of KAIL-TV, with an address of 1066 East Shaw Avenue, Fresno, California 93710 (hereinafter referred to as "KAIL").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, KFSN and KAIL agree as follows:

NEWS BROADCASTS:

1. PURPOSE OF AGREEMENT.

KFSN will allow KAIL to re-broadcast the 6:00pm and 6:30pm newscasts produced and re-aired by KFSN, Monday-Friday from 8p to 9p ("Evening Newscasts") which will be broadcast as set forth below. If KFSN notifies KAIL that certain content is prohibited from being broadcast, KAIL will not broadcast such prohibited content.

2. THE EVENING NEWSCAST.

(a) KFSN shall produce, at its sole cost and expense ([REDACTED]) the 6:00pm and 6:30pm newscast Monday through Friday for re-broadcast on KAIL and deliver to KAIL such Newscasts in accordance with terms and conditions set forth in this Agreement. Subject to KFSN's rights set forth below, KAIL shall re-broadcast the Newscasts Monday through Friday, 8:00 p.m. to 9:00p.m., PT. KAIL shall have the exclusive rights with respect to the re-broadcast, exhibition and distribution of the Newscasts as a whole which may include certain non-exclusive materials, including, but not limited to, videotape, graphics and news stories produced and/or commentated by KFSN reporters ("Non-Exclusive Materials"), which Non-Exclusive Materials may also appear on KFSN's own newscasts. KFSN shall have the exclusive authority to determine the format of the Evening Newscast.

(b) [REDACTED]

[REDACTED]

(c) [REDACTED]

[REDACTED]

(d) KFSN shall provide closed captioning for the Evening Newscast according to FCC rules section §79.1 Closed Captioning of Video Programming using the Electronic Newsroom Technique, broadcast using CEA -708 .

(e) [REDACTED]

[REDACTED]

3. KAIL'S AIRING OF THE EVENING NEWSCAST.

(a) Unless otherwise agreed by KFSN in writing, KAIL shall air the Evening Newscasts on a daily basis, Monday through Friday, solely between 8:00pm and 9:00pm, Pacific Time on KAIL's primary channel. KAIL shall maintain a broadcast signal quality, acceptable to industry standards during the term of the Agreement. KAIL will notify KFSN within twenty four (24) hours if the digital transmitter is operated below KAIL's FCC licensed parameters of Effectuated Radiated Power. KAIL shall be solely responsible for obtaining any and all regulatory and third party approvals necessary for its broadcast of the Evening Newscasts and other programming produced by KFSN under this Agreement. Except as expressly provided in this Agreement or as otherwise agreed by the other party in writing, neither party may make any use whatsoever of the name, likeness, trade name, trademark, service mark or logo of the other party or any of the other party's affiliates or personnel.

(b) KAIL shall pass through all captions available with the original closed captioning data intact in a format that can be recovered and displayed by decoders meeting the standards of FCC Part 15.

(c) [REDACTED]

[REDACTED]

4. SALE OF COMMERCIAL INVENTORY IN NEWSCASTS.

KAIL shall have the right to sell all advertising during and around such broadcasts and [REDACTED]

[REDACTED]

5. TERM OF AGREEMENT.

Term: The term of this Agreement ("Term") shall be for one contract year, commencing on April 2, 2018. Each party shall have the right to terminate this Agreement on ninety (90) days prior written notice to the other party.

6. EXCLUSIVITY.

[REDACTED]

7. FEES.

8. PROMOTION OF NEWSCASTS.

9. NEWSCAST CONTENTS, QUALITY CONTROL AND BROADCAST.

Newscast Production: KFSN acknowledges that KAIL, as the holder of a broadcast license from the FCC, must retain final rights of editorial control over all programs it broadcasts, including the Newscasts produced under this Agreement. [REDACTED]

[REDACTED] KAIL shall also retain ultimate control over its broadcast schedule, including the right to preempt a Newscast or promotional material when dictated by events of public importance or the public interest.

10. DELIVERY.

KFSN will transmit the Newscasts "live" each day in high-definition ("HD"), via over-the-air or other mutually acceptable means of transmission to KAIL. [REDACTED]

11. LICENSE RIGHTS AND COPYRIGHT.

(a) Music Licenses: KFSN shall provide the "iconic" Action News theme music for the Newscast. KFSN represents and warrants that any performing rights in musical compositions utilized in the Newscasts are controlled by ASCAP, BMI, and SESAC; are owned by KFSN or an affiliated entity; or are in the public domain. [REDACTED]

[REDACTED]

(b) News License: KFSN represents and warrants that it has or will use best efforts to obtain all licenses for material acquired from third-party news organizations and its own affiliated news services as necessary for the use of such material in the Newscasts. [REDACTED]

[REDACTED]

12. OWNERSHIP OF BROADCAST MATERIAL.

KFSN shall own all copyrights and other intellectual property rights in and to the Evening Newscast and the other programming produced by it under this Agreement. Except as expressly authorized in this Agreement, KAIL shall not copy, reproduce, rebroadcast or otherwise use any such material without the prior written consent of KFSN.

13. PUBLIC EMERGENCIES, BREAKING NEWS AND FORCE MAJURE.

(a) Public Emergencies: In the event of a hurricane or other public safety emergency, KFSN may discontinue regularly scheduled Newscast production during the time KFSN is producing and broadcasting continuous coverage of public emergency information (e.g., hurricane preparedness, information and weather updates) to the general public on KFSN. In such case, KAIL may simultaneously broadcast, the KFSN emergency coverage for so long as such coverage is broadcast by KFSN, although KAIL may elect in its sole discretion not to broadcast all of such KFSN coverage.

(b) Force Majeure: Neither party shall be liable to the other for any failure to perform hereunder if such failure is due to any act of God, epidemic, fire, casualty, lockout, strike, labor condition, act of public enemy, act of any person not then under the control of such party, order or decree of any governmental or other agency or tribunal having jurisdiction, failure of electrical power or transmission facilities, or other cause of a similar or different nature beyond the control of such party (inclusively, an "Event of Force Majeure"). The affected party shall notify the other party of the occurrence of an Event of Force Majeure, and both parties shall be excused from performance hereunder during the continuance of such Event of Force Majeure.

14. DEFAULT.

Events of Default: The following events shall constitute events of default under this Agreement: Either party's failure to perform any of the covenants, conditions and agreements herein contained and to be performed by such party and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt of notice in writing from the party alleging such breach, specifying the precise nature of such failure, provided, however, where any such default cannot reasonably be cured within said period, the defaulting party shall not be deemed to be in default under this Agreement if such party commences to cure such default within said period and thereafter diligently pursues such cure to completion.

15. TERMINATION.

(a) Event of Default: If KFSN terminates this Agreement due to an Event of Default by KAIL, then KAIL shall immediately [REDACTED] obligations extending beyond the date of termination (e.g., KFSN long term talent commitments).

If KAIL terminates this Agreement due to an Event of Default by KFSN, [REDACTED]

The foregoing shall be in addition to any rights or remedies which the parties may have in law or in equity.

(b) Insolvency/Bankruptcy: Either party shall have the right to terminate this Agreement, without penalty, if the other party to this Agreement becomes insolvent, makes a general assignment for the benefit of creditors or files a voluntary bankruptcy petition or an involuntary petition is filed against such party, and such petition is not dismissed within 60 days after filing.

(c) FCC Change: Either party shall have the right to terminate this Agreement, without penalty, if there has been a change in the Communications Act that causes this Agreement to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review.

16. INDEMNIFICATION.

(a) KAIL hereby indemnifies, defends and holds harmless KFSN, its parent companies, and all subsidiaries, related and affiliated companies of each, and their respective officers, directors, agents, employees and assigns, from and against all demands, claims, actions or causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, incurred by KFSN as a result of the violation, alleged breach or breach by KAIL of any representations, warranties, covenants or other responsibilities of KAIL

pursuant to this Agreement [REDACTED]
[REDACTED]

(b) KFSN hereby indemnifies, defends and holds harmless KAIL, its parent companies, and all subsidiaries, related and affiliated companies of each, and their respective officers, directors, agents, employees and assigns, from and against all demands, claims, actions or causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, incurred by KAIL as a result of the violation, alleged breach or breach by KFSN of any representation, warranties, covenants or other responsibilities of KFSN pursuant to this Agreement [REDACTED]
[REDACTED]

(c) KAIL or KFSN, as the case may be (the "Indemnified Party"), with respect to claims of liability by third parties asserted against or imposed upon or incurred by the Indemnified Party that are subject to indemnification under this Paragraph K. ("Third-Party Claim"), shall comply with each of the following conditions:

i. Give the other Party (the "Indemnifying Party") prompt notice of any Third-Party Claim, and the Indemnifying Party will undertake the defense thereof by representative of the Indemnifying Party's own choosing reasonable satisfactory to the Indemnified Party. The Indemnified Party may, at its sole option and expense, elect to participate in, but not control, such defense.

ii. In the event that the Indemnifying Party, within a reasonable time after notice of any such Third-Party Claim, fails to defend, the Indemnified Party will (upon further notice to Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Third-Party Claim for the account of Indemnifying Party, subject to the right of Indemnifying Party to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party at any time prior to settlement, compromise or final determination thereof.

iii. Anything in this Paragraph to the contrary notwithstanding, the Indemnifying Party shall not, without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, settle or compromise any Third-Party Claim or consent to entry of any judgment with respect to any Third-Party Claim which would have any adverse effect on the Indemnified Party.

17. INSURANCE.

During the Term of this Agreement, each Party shall maintain the following type of insurance coverage in the indicated amounts and shall deliver to such Party a certificate of

insurance indicating: (a) commercial general liability insurance in the amount of at least [REDACTED]; and (b) insurance which protects it from claims under workers' compensation, to which coverage KFSN shall name KAIL, its parent, and any subsidiaries, related and affiliated companies of each as additional insureds and KAIL shall name KFSN Television, LLC, its parent, and any subsidiaries, related and affiliated companies of each as additional insureds on the policy and any renewal/replacement thereof. Each Party shall notify, as provided in Paragraph M, the other Party in the event of termination of any of the foregoing coverages within five (5) days following receipt by the insured Party of notice of termination. Each Party shall promptly notify its respective insurance carrier and the other Party in the event that any claim for loss or damage is made or filed by any third party which relates to the Newscasts.

18. CONFIDENTIAL INFORMATION.

(a) Each party agrees to treat information deemed by the disclosing party or its representatives in writing as confidential (such information being collectively referred to as the "Proprietary Information"). The terms of this Agreement shall be considered Proprietary Information and thus shall be deemed confidential.

(b) The receiving party shall keep such Proprietary Information confidential and will not disclose such information in any manner whatsoever, except (i) to its employees and other representatives who need to know such information for the purposes of implementing this Agreement, provided such representatives are informed of the confidential nature of the Proprietary Information and agree, in advance of receiving the Proprietary Information, to be bound to keep such information confidential and (ii) to such other persons as the disclosing party may consent in writing.

(c) The receiving party further agrees that upon its request it will promptly redeliver to the disclosing party any Proprietary Information contained in any writings furnished by the disclosing party without retaining any copy or extract, and will hold confidential any writings which contain any such Proprietary Information.

(d) The term "Proprietary Information" does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by the disclosing party or its representatives, (ii) was within the receiving party's possession prior to its being furnished to the receiving party by the disclosing party, or (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or its representatives, provided that such source is not otherwise obligated to the disclosing party to keep such information confidential.

19. ASSIGNMENT OF AGREEMENT.

The parties agree that KAIL may not use any materials provided hereunder, in whole or in part, for any purpose other than inclusion in the Newscast as aired on KAIL, within the terms set

forth herein, nor shall KAIL license any such materials, in whole or in part, to any third party, without the prior written consent of KFSN, which consent shall not be unreasonably withheld, conditioned or delayed. Each party shall have the right to assign this Agreement to a parent, subsidiary or affiliated corporation or one which acquires substantially all of its assets or to an FCC approved assignee of its station licenses, provided, however, that such party shall provide the other with written notice of such assignment no less than thirty (30) days before the effective date of the assignment, and provided further that the party to whom this Agreement is assigned executes an Assumption Agreement, assuming all obligations of the party assigning this Agreement. Notwithstanding the above, KFSN agrees not to assign the production of the Newscasts to any other party or entity, whether an affiliated entity or not, without securing KAIL's prior written approval, which approval shall not be unreasonably withheld.

20. NOTICES.

All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, or by overnight delivery service, addressed to each party hereto at the following addresses, or at such other address in the United States as KFSN or KAIL may from time to time designate in writing to the other:

KFSN: Dan Adams
President & General Manager
KFSN Television, LLC
1777 G Street
Fresno, California 93706

With a copy to: Jill C. Greenwald, Esq.
Assistant Chief Counsel
ABC, Inc.
77 West 66th Street, 16th floor
New York, NY, 10023

KAIL: ~~John Castro~~ Josh Castro
General Manager
KAIL-TV
1066 East Shaw Avenue
Fresno, California 93710

JK

21. GENERAL PROVISIONS.

(a) Venue: This Agreement shall be governed by the laws of the State of California with respect to the determination of any claim, dispute or disagreement which may arise

out of the interpretation, performance or breach of this Agreement, without regard to any conflicts of laws or choice of law provisions of the State of California.

(b) Severability: In the event any one or more of the paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be continued as if such invalid, illegal or unenforceable provisions had never been contained herein; and the parties hereby declare that they would have agreed to the remaining portions or applications of this Agreement if they had known that such affected provisions or portions thereof would be determined to be illegal, invalid, or unenforceable.

(c) Captions and Headings: Paragraph or section headings used in this Agreement are for convenience of reference only and do not affect any provision of this Agreement.

(d) Entire Agreement: This Agreement constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Agreement by the parties hereto shall be effective unless in writing and signed by the parties hereto.

(e) Successors in Interest: This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and permitted assigns of the parties hereto.

(f) Counterparts: This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original all of which shall constitute but one and the same Agreement.

(g) Parties to be Reasonable; Notice: Whenever under this Agreement the consent or approval of either party is required, or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. In the event that a party does not actually receive a written response from the other party hereunder to a request for approval or consent within fourteen (14) days of the receipt of such request, the other party shall be conclusively deemed to have granted the requested approval or consent.

(h) Interpretation: The drafting of this Agreement has been a joint endeavor between the parties, and this Agreement shall not, solely as a matter of judicial construction, be interpreted more strictly as against one party than against the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

KAIL TV

By  _____

Name: Josh Castro

Title: General Manager

Date: March 22, 2018

KFSN Television, LLC

By  _____

Name: Dan A. Adams

Title: President & General Manager

Date: March 22, 2018