

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is effective as of September 1, 2017, by and among Telemundo of San Diego LLC, a Delaware limited liability company (“Programmer”), NRJ TV LA OpCo, a Delaware limited liability company (“NRJ OpCo”), and NRJ TV LA LICENSE CO, LLC, a Delaware limited liability company (“NRJ LicenseCo” and collectively with NRJ OpCo, “Licensee”). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (defined below).

Recitals

- A. Licensee owns and operates KUAN-LD, a UHF digital low power television station licensed to Poway, Etc., California (Facility ID 35609) (the “Station”), pursuant to authorizations issued by the Federal Communications Commission (“FCC”).
- B. Licensee, Programmer and NBC Telemundo License LLC (“NBC LicenseCo”) are simultaneously entering into an Asset Purchase Agreement for the sale of certain assets relating to the Station from Licensee to Programmer and NBC LicenseCo (the “Purchase Agreement”).
- C. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station, on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties, intending to be legally bound, hereby agree as follows:

1. **Term**. The term of this Agreement (the “Term”) will begin on September 1, 2017 (the “LMA Commencement Date”) and the Term will continue until the Closing under the Purchase Agreement, unless earlier terminated or extended in accordance with the terms of this Agreement.
2. **Programming**. During the Term, Programmer shall acquire from Licensee airtime on the Station on the terms specified below, and shall transmit to Licensee programming that it produces, owns or licenses from a third party (the “Programs”) for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week. The Programs shall consist of the rebroadcast of Telemundo San Diego, which shall be received via KNSD’s over-the-air signal.
3. **Broadcasting**. Licensee shall broadcast the Programs, on the primary (“dot 1”) channel of the Station in 1080i High Definition, subject to the provisions of Section 6 below.

4. **Revenue.** During the Term, Programmer shall be entitled to all revenues arising in connection with the broadcast of the Programs on the Station.

5. **Payments.** For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will compensate Licensee as set forth on *Schedule A* attached hereto.

6. **Control.**

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and written policies of the FCC (collectively, the "FCC Rules"), and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) designate a person with responsibility for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting or other relationship with Programmer; and (2) retain control over the policies, finances, personnel and programming of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local community. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the FCC Rules, (ii) preempt any Program in the event of a local, state, or national emergency, and (iii) delete any commercial announcements or other programming that do not comply with the requirements of the FCC's sponsorship identification policy.

(c) Programmer shall immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

7. **Programming Licenses.** During the Term, Programmer will obtain and maintain any necessary programming licenses with respect to the Programs, including music licenses.

8. **Programs.** Programmer shall ensure that the contents of the Programs conform to all FCC Rules, and Programmer and its employees shall comply with such FCC Rules in all material respects. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

9. **Expenses.** During the Term, Programmer will be responsible for the salaries, taxes, insurance and other costs for all of Programmer's personnel used in the production of the Programs supplied to Licensee. Licensee will pay for its employee(s) responsible for the Station,

maintenance of the Transmission Infrastructure (including any associated lease costs), and other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC Rules and applicable law, and all utilities supplied for use in the operation of the Station. **"Transmission Infrastructure"** means without limitation towers, transmitters (primary, back-up and any repeaters), antennae, land, other transmission equipment and facilities, and owned, leased or licensed tower sites and any income leases at those sites.

10. **Call Signs.** During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC.

11. **Maintenance.** During the Term, Licensee shall use commercially reasonable efforts to maintain the operating power of the Station at the maximum level authorized by the FCC for the Station and shall repair and maintain the Station's transmitter site and equipment. During the Term, Programmer shall promptly report any maintenance issues that come to its attention to Licensee. If the Station suffers any loss or damage of any nature to its Transmission Infrastructure which results in the interruption of service or the inability of the Station to operate, Licensee shall immediately notify Programmer and Licensee shall undertake such repairs as are necessary to restore full-time operation of the Station within seven (7) days from the occurrence of any such loss or damage.

12. **Transmission Infrastructure.** During the Term, Licensee shall provide Programmer with access to and the use of the Station's Transmission Infrastructure, including any related facilities and equipment, if necessary, for performing this Agreement.

13. **Representations.**

(a) Licensee represents and warrants to Programmer that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Programmer represents and warrants to Licensees that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound

14. **Termination; Extension.** This Agreement shall terminate automatically upon Closing under the Purchase Agreement. This Agreement may be terminated by either party by written notice to the other in the event of any Event of Default caused by the action of the party receiving such notice, or expiration or termination of the Purchase Agreement.

15. **Events of Default.**

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

16. **Indemnification.** Programmer shall indemnify and hold Licensee harmless against any and all losses, costs, damages, liabilities, expenses, obligations and claims of any kind (including any action brought by the FCC or any governmental authority or person and including reasonable attorneys' fees and expenses) ("*Losses*"), arising from (i) the broadcast of the Programs on the Station in accordance with this Agreement, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law, and (ii) any breach by Programmer of a representation, warranty, covenant or other obligation under this Agreement causing termination of this Agreement. Licensee shall indemnify and hold Programmer harmless against any and all Losses arising from (i) the broadcast of any Licensee programming on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law, or (ii) any breach by Licensee of a representation, warranty, covenant or other obligation under this Agreement causing termination of this Agreement.

The obligations under this Section shall survive any termination of this Agreement. The procedural provisions for indemnification under Section 10.3 the Purchase Agreement shall apply to any claims hereunder.

17. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party hereto unless to an affiliated company. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

18. **Severability.** If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to FCC Rules and all other applicable laws.

19. **Notices.** Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested or, if sent by electronic mail or facsimile or telecopy transmission, on the date of such confirmed transmission and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Licensee: NRJ TV LA OpCo, LLC
NRJ TV LA License Co, LLC
722 South Denton Tap Road
Suite 130
Coppell, Texas 75019
Attention: Ted B. Bartley
Telephone: 972.947.3390
Email: Ted@NRJVentures.com

with a copy (which shall not constitute notice to): Greenberg Traurig, LLP
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
Attention: James S. Altenbach, Esq.
Telephone: 678.553.2444
Telecopy No.: (678) 553-2445
Email: Altenbachj@gtlaw.com

if to Programmer: Telemundo of San Diego LLC
9680 Granite Ridge Drive
Floor: 2
San Diego, CA 92123
Attention: General Manager

with a copy (which shall not constitute notice to): c/o Comcast Corporation
One Comcast Center
1701 John F. Kennedy Blvd.
Philadelphia, PA 19103-2838
Attention: General Counsel
Telephone: (215) 286-1700
Telecopier: (215) 286-7794

and c/o NBCUniversal Media, LLC
30 Rockefeller Plaza
New York, NY 10112
Attention: Corporate Law Department

20. **Miscellaneous.** This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the Communications Act of 1934, as amended, 47 U.S.C. Section 151, *et seq.* and FCC Rules adopted pursuant to those provisions of the Act. This Agreement (including the Schedule hereto and the Purchase Agreement) constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

21. **Certifications.** Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b) and (c).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

NRJ TV LA OPCO, LLC

By: Ted B. Bartley

Name:

Title: **Ted B. Bartley**
President

NRJ TV LA LICENSE CO, LLC

By: Ted B. Bartley

Name:

Title: **Ted B. Bartley**
President

PROGRAMMER:

TELEMUNDO OF SAN DIEGO LLC

By: _____

Name:

Title:

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

LICENSEE:

NRJ TV LA OPCO, LLC

By: _____

Name:

Title:

NRJ TV LA LICENSE CO, LLC


By: _____

Name:

Title:

PROGRAMMER:

TELEMUNDO OF SAN DIEGO LLC

By:  _____

Name: Robert Eatroff

Title: Executive Vice President, Global Corporate
Development and Strategy

SCHEDULE A TO LMA

In addition to the Purchase Price to be paid to Licensee pursuant to the Purchase Agreement, if the Purchase Agreement has not been terminated by July 1, 2018, Programmer shall pay to Licensee an amount of Ten Thousand Dollars (\$10,000) per calendar month (the "LMA Fee") commencing on July 1, 2018 and continuing until this Agreement is terminated. The LMA Fee for any partial month shall be prorated.