

**DISTRIBUTION AGREEMENT – OVER-THE-AIR SERVICE
(QVC/QVC2)**

THIS DISTRIBUTION AGREEMENT – OVER-THE-AIR SERVICE, dated as of February 4, 2021 (the “**Effective Date**”), is by and between **AFFILIATE DISTRIBUTION & MKTG., INC.** (“**ADM**”), a Delaware corporation whose principal place of business is 1200 Wilson Drive, West Chester, PA 19380, and Major Market Broadcasting of New York, Inc., a New York corporation (“**Distributor**”), with a principal place of business at 2118 Walsh Avenue, Suite 208, Santa Clara, CA 95050.

AGREEMENT

In consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. DEFINITIONS

“**Agreement**” means this Distribution Agreement – Over-the-Air Service, together with all exhibits and schedules hereto, as supplemented or modified from time to time by written agreement signed by the parties.

“**Carriage Commitment Period**” means, with respect to the OTA Service on each Distributor Station, the period beginning on the later of (a) the Service Launch Date for the OTA Service and (b) the Effective Date, and ending on the five (5) year anniversary of such date (provided that the Carriage Commitment Period for the Future Distributor Station (if any) shall be coterminous with the latest to occur Carriage Commitment Period of the initial three (3) Distributor Stations).

“**Communications Laws**” means the Communications Act of 1934, as amended, and the applicable rules and regulations promulgated thereunder by the Federal Communications Commission.

“**Designated Channel**” means the specific numbered multicast sub-channel in the digital bitstream of the Distributor Station on which the OTA Service is carried and as described on Exhibit A.

“**Designated Zip Code**” means a postal zip code listed or described on Exhibit A to this Agreement, as such Exhibit may be modified from time to time in accordance with this Agreement.

“**Distributor Station**” means an over-the-air broadcast television station which is owned, operated or managed by Distributor over which the OTA Service will be carried on a unique Designated Channel of such station pursuant to this Agreement, each of which is listed in Exhibit A to this Agreement, as such Exhibit may be modified from time to time in accordance with this Agreement.

“**FCC**” means the Federal Communications Commission.

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“Full-Time” means twenty-four (24) hours a day, seven (7) days a week, without preemption or other interruption, on a single channel, which is dedicated exclusively to distribution of the OTA Service.

“Initial Launch Date” means the date of the earliest to occur Service Launch Date.

“Must-Carry Election” means an election made by Distributor for the right under the Communications Laws to signal carriage of a Distributor Station or Designated Channel by an MVPD on an MVPD System.

“Must-Carry Status” means the right under the Communications Laws to carriage of a Distributor Station or Designated Channel by an MVPD on an MVPD System pursuant to a Must-Carry Election.

“MVPD” means a multichannel video programming distributor, as that term is defined in the Communications Laws.

“MVPD System” means a cable television distribution system, a BRS/EBS (Broadband Radio Service/Educational Broadband Service), a direct broadcast satellite television distribution system, a television receive-only satellite program distribution system, a satellite master antenna television system, or other system of an MVPD under the rules of the FCC, including an internet protocol television system.

“OTA Broadcaster” means an owner, operator or manager of an over-the-air broadcast television station—including Distributor—that broadcasts the OTA Service.

“OTA Service” means the televised shopping service currently known as “QVC” and/or “QVC2” (as applicable) made available by ADM, Parent or their respective affiliates, for distribution only by OTA Broadcasters, as differentiated by OTA-specific graphics, including the OTA Purchase Number for such televised shopping service, consisting primarily of the presentation for sale of consumer products and/or services.

“Parent” means QVC, Inc., a Delaware corporation.

“Retransmission Consent Agreement” means an agreement, under the Communications Laws between Distributor and any MVPD for carriage of a Distributor Station or Designated Channel on an MVPD System pursuant to a Retransmission Consent Election.

“Retransmission Consent Election” means an election made by Distributor for the right under the Communications Laws to negotiate signal carriage for a Distributor Station or Designated Channel by an MVPD on an MVPD System.

“Service Launch Date” means, with respect to the OTA Service on each Distributor Station, the first date on which the Distributor causes such Distributor Station to broadcast the OTA Service over the air on a unique Designated Channel for the OTA Service, with a Strong Signal, on a Full-Time basis throughout the Designated Zip Codes.

“Strong Signal” means a television signal that is within the Distributor Station’s coverage area as determined in accordance with the Longley-Rice methodology described in OET Bulletin 69 of the FCC’s Office of Engineering and Technology.

Other terms used in this Agreement are defined throughout the Agreement.

2. OTA SERVICE, DISTRIBUTION RIGHTS AND CARRIAGE COMMITMENT

2.1 OTA Service. Distributor shall distribute the OTA Service as indicated on Exhibit B throughout the Carriage Commitment Period the Full-Time in accordance with the terms and conditions of this Agreement.

For the avoidance of doubt, the OTA Service shall not include any television service made available by ADM, Parent or their respective affiliates (a) for distribution by an MVPD through an MVPD System or (b) for distribution via any “over-the-top” platform.

2.2 License Grant. ADM hereby grants, on behalf of itself and Parent, to Distributor, and Distributor hereby accepts, a limited, non-exclusive, non-transferable right during the Term of this Agreement to distribute the OTA Service solely by means of over-the-air broadcasts by the Distributor Stations on the Designated Channels.

2.3 Carriage. From and after the Service Launch Date for the OTA Service on each Distributor Station, Distributor shall cause such Distributor Station to broadcast the OTA Service over the air: (a) on a unique Designated Channel; (b) with a Strong Signal; (c) on a Full-Time basis; and (d) throughout the Designated Zip Codes serviced by such Distributor Station, in each case throughout the Carriage Commitment Period for the OTA Service on such Distributor Station. In connection with the performance of its obligations hereunder, including the broadcasting of the OTA Service, Distributor shall, and shall cause all Distributor Stations to, comply with all applicable laws, including all applicable rules and regulations promulgated by the FCC.

2.4 Exhibit A. Exhibit A sets forth a profile of each Distributor Station, including the name and call sign of such Distributor Station, the city and state in which such Distributor Station is based, the Designated Zip Codes served by such Distributor Station and the channel number(s) of the Designated Channel(s) on which the OTA Service will be distributed in such Designated Zip Codes, the station manager and alternative point of contact, and office and emergency contact information.

2.5 K36QH-D. The parties agree that Distributor intends to broadcast the OTA Service from Distributor’s television station K36QH-D as soon as reasonably possible after the execution of this Agreement (with the understanding that the call sign for K36QH-D may be changed subsequent to the Effective Date). Upon the launch of the OTA Service on K36QH-D, then as of the date of such OTA Service launch: (a) the “OTA Service Launch Schedule with K36QH-D” matrix on Exhibit B shall be updated with the date of OTA Service launch for K36QH-D and shall become the operative matrix on Exhibit B; and (b) the “OTA Service Launch Schedule without K36QH-D” matrix shall be inoperative. Once the OTA Service has been launched on such K36QH-D, such station shall be for all intents and purposes under this Agreement a “Distributor Station”.

2.6 Intentionally omitted.

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2.7 No Alteration. Parent may, from time to time in its discretion, alter or vary the production or program format or program content of the OTA Service or the types or lines of products or services offered for sale by the OTA Service, so long as the OTA Service remains a televised shopping service. Distributor and all Distributor Stations shall distribute the OTA Service on a Full-Time basis in its entirety, without any editing, delay, addition, alteration, or deletion, except with respect to (a) bona fide maintenance matters (“**Maintenance**”), which Distributor shall perform between midnight and 6:00 a.m., and (b) on-screen required text messages and emergency alert system messages as may be required by applicable law; provided that if Distributor or a Distributor Station is required by applicable law to modify the OTA Service, Distributor shall provide prior written notice to ADM of such proposed modifications and ADM shall have the right, subject to applicable law, to approve the form, content and timing of any such modifications.

2.8 Must-Carry/Retransmission Consent. Distributor represents, warrants and covenants that as of the Effective Date and throughout the Term, (a) Distributor has not elected and will not elect Must-Carry Status for any Designated Channel; (b) Distributor has not entered into and will not enter into a Retransmission Consent Agreement with an MVPD for carriage of a Designated Channel on an MVPD System; (c) no Designated Channel is subject to or will be made subject to a Retransmission Consent Election; and (d) Distributor will not grant to any MVPD the right to carry a Designated Channel on an MVPD System. Distributor shall not, and shall not permit any Distributor Station to distribute the OTA Service by any means other than over-the-air broadcast television over the Designated Channels.

2.9 No Exclusivity. Distributor expressly acknowledges and agrees that this Agreement does not establish an exclusive relationship between the parties. Nothing in this Agreement prohibits ADM, Parent or any of their affiliates from entering into agreements with one or more third parties to transmit the OTA Service or any other televised shopping service by any means in any area, including the Designated Zip Codes.

2.10 Licensees. In the event that any entity controlled by, or under common control with, Distributor (a “**Licensee**”) owns, operates or manages an over-the-air broadcast television station that is, or is intended to be, a Distributor Station, Distributor shall provide ADM with written notice thereof. No such broadcast television station shall become a Distributor Station hereunder unless and until such ownership, operation or management of such broadcast television station by such Licensee and the distribution of the OTA Service by such broadcast television station are approved in writing by ADM, in its sole discretion. Distributor shall ensure compliance by each Licensee with the terms and conditions of this Agreement as if such Licensee were “Distributor” hereunder, and Distributor shall be liable for any action taken by, or omission of, any Licensee that would constitute a breach of this Agreement if such action or omission were the action or omission of Distributor.

2.11 Ownership of Intellectual Property. Distributor acknowledges that all good will and other rights of Parent and its affiliates in and to the trade names, trademarks, service marks, slogans, other intellectual property and titles now and hereafter developed or used on or in connection with the OTA Service (“**Marks**”) shall accrue to Parent. Other than the limited license granted in this Agreement to Distributor, Distributor hereby acquires no right, title or interest in or to the Marks. Distributor shall not use any of the Marks except in promoting the OTA Service during the Term; provided, that in no event shall the OTA Service be promoted or the Marks be displayed on any channel that is carried by an MVPD System. Whenever Distributor or a Distributor Station uses any such Mark, Distributor or such Distributor Station shall (a) only use the form of Mark made available by ADM or its affiliates for Distributor’s intended use, including

as set forth at <http://adm.qvc.com> (or a successor website) and (b) clearly indicate proper ownership of such Mark through the use of the symbol “®,” “TM,” or “SM,” or their legal equivalent, as applicable, and appropriate language identifying the owner(s) thereof as designated by Parent.

2.12 No Fees. Distributor shall not offer the OTA Service to viewers for a fee or on a subscription basis.

3. TERM AND TERMINATION

3.1 Term. The “**Term**” of this Agreement shall commence on the Effective Date, and, unless extended in accordance with its terms or sooner terminated in accordance with Section 3.2 or another provision of this Agreement, shall terminate on the expiration of the Carriage Commitment Period (the “**Initial Term**”); *provided*, that the term of this Agreement shall be automatically extended for successive ninety (90) day periods beginning on the expiration of the Initial Term, unless either party delivers at least ninety (90) days’ prior written notice of non-extension to the other party for any individual Distributor Station; *provided*, further, that in the event that this Agreement is terminated prior to the end of the Carriage Commitment Period for the OTA Service on any Distributor Station, Distributor shall continue to distribute the OTA Service on such Distributor Station in accordance with the terms hereof until the end of such Carriage Commitment Period for so long as ADM is not in breach of this Agreement. Distributor shall cause the Service Launch Date for the OTA Service on each Distributor Station set forth on Exhibit B to occur no later than the date identified as the Service Launch Date for the OTA Service on such Distributor Station on Exhibit B; *provided* that if a Service Launch Date for any Distributor Station(s) is not stated on Exhibit B as of the Effective Date, Distributor shall (except as to K36QH-D) ensure the OTA Service has been launched on its applicable Distributor Station within thirty (30) days after the Effective Date and Distributor shall provide notice to ADM (e-mail sufficing) as soon as possible after the commencement of carriage of the OTA Service on such Distributor Station(s) and such date shall be deemed to be the Service Launch Date for such Distributor Station.

3.2 Termination Rights.

(a) ADM Termination Rights. ADM may terminate this Agreement, effective immediately, by giving Distributor written notice of termination: (i) if Distributor fails in any material respect to adhere to its carriage obligations with respect to the OTA Service hereunder, including, without limitation, its obligations under Section 2.8, and such failure has not been corrected within five (5) days after notice of such failure from ADM to Distributor; *provided*, that if ADM determines in its sole discretion at any time during such five (5) day period that Distributor is not using commercially reasonable efforts to cure such failure, such five (5) day period shall be deemed to have immediately expired; (ii) if the OTA Service is interrupted on any Distributor Station for a total of twelve (12) or more hours during any thirty (30) day period in connection with Maintenance or (iii) if ADM, Parent or its affiliates cease distribution of the OTA Service. In the exercise of its termination rights under this Section 3.2, ADM may elect, in its sole discretion, to terminate the parties’ rights and obligations with respect the OTA Service and any one Distributor Station or all Distributor Stations.

(b) Mutual Termination Rights. Either ADM or Distributor may terminate this Agreement if the other party breaches or fails to perform, in any material respect, any term or provision of this Agreement not described in Section 3.2(a), and such breach or failure to perform remains uncured for thirty (30) days after written notice from the non-breaching party to the breaching party; *provided, however*, that Distributor shall not use the cure right in this

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Section 3.2(b) as a means to frustrate or circumvent its obligations with respect to the OTA Service. Any termination by ADM or Distributor under this Section 3.2 shall be without prejudice to any and all rights and remedies it may have under this Agreement or at law or in equity.

(c) Termination of Asset Purchase Agreement. The parties acknowledge that concurrently with the execution of this Agreement, the parties (or their applicable affiliated entities) are entering into a separate asset purchase agreement providing for the transfer of ADM's affiliated LPTV license W41DO-D to Distributor (or Distributor's affiliated entity) (the "**Asset Purchase Agreement**"). In the event of termination of the Asset Purchase Agreement, this Agreement shall automatically terminate without liability to either party.

3.3 Effect of Termination. Distributor acknowledges that each of the Per Station Value Allocations contemplated hereby is based upon the assumed carriage of the OTA Service in accordance with this Agreement for five (5) years. Accordingly, if this Agreement is terminated with respect to the OTA Service on any Distributor Station at any time during the Carriage Commitment Period for the OTA Service on such Distributor Station for any reason in accordance with Section 3.2(a), Section 3.2(b), Section 8.11 or otherwise (except for the avoidance of doubt, pursuant to Section 3.2(c)), Distributor shall, within ten (10) days after such termination, pay the Per Station Value Allocation for such Distributor Station on a pro rata basis (i.e. reduced proportionately based upon the length of time from the first date of the event (e.g., a Force Majeure Event) that resulted in such termination to the expiration of the Carriage Commitment Period for the OTA Service on such Distributor Station).

4. PER STATION VALUE ALLOCATION, STATION OWNERSHIP

4.1 Per Station Value Allocation. Each Distributor Station is assigned its value to ADM as of the commencement of such Distributor Station's Carriage Commitment Period (the "**Per Station Value Allocation**") as listed on Exhibit B.

4.2 Ownership or Control of Distribution Stations. Distributor hereby represents, warrants and covenants that it directly or indirectly owns or controls as of the date hereof, and shall directly or indirectly own or control throughout the Term, each Distributor Station listed on Exhibit A, and Distributor shall promptly notify ADM in writing of any subsequent Transfer of such Distributor Station.

5. REPRESENTATIONS, COVENANTS AND REMEDIES

5.1 Representations and Covenants. ADM, on one hand, and Distributor, on the other hand, each represent and warrant to the other that: (a) it has the authority to enter into this Agreement; and (b) there are no restrictions, agreements or limitations on its ability to perform all of its respective obligations hereunder. Distributor further represents and warrants to ADM that (i) any over-the-air broadcast television station of Distributor that is broadcasting or that will broadcast the OTA Service, as of the Initial Launch Date, whether pursuant to this Agreement or otherwise, is listed on Exhibit A to this Agreement; (ii) it shall maintain a Strong Signal transmission of the OTA Service; and (iii) for each zip code listed on Exhibit A, as of the Initial Launch Date and throughout the Term, the predicted field strength at the outer most location of each zip code from the transmitter site of its Distributor Station is, at least that of a Strong Signal. Distributor further represents and warrants to ADM that the Distributor Stations are operating in all material respects with facilities specified in their FCC licenses. If at any time during the Term there is a change in

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any Distributor Station's transmitter location, power, frequency, programming format, hours of operation, technical quality of transmissions, or any other material aspect of any Distributor Station's operations, the applicable Licensee shall provide prompt written notice to ADM.

5.2 Specific Performance. Distributor understands and agrees that agreements will be entered into between ADM and others in reliance upon the performance of the provisions of this Agreement, that ADM will incur expenses in reliance upon Distributor's performance of such provisions and that, subject to Section 8.2, in the event Distributor fails or refuses to perform its material obligations hereunder, including failure to cause the OTA Service to be broadcasted in accordance with the provisions of this Agreement, the damages to ADM, Parent and such others will be material. Distributor further understands and agrees that because of ADM's and Parent's investment in marketing and promotion of the OTA Service and the resulting value of the customers the OTA Service have gained from that investment, no other over-the-air broadcast television station(s) can be adequately substituted for a Distributor Station which has been carrying the OTA Service. Accordingly, the rights created by this Agreement and granted to ADM and Parent shall allow ADM and Parent to seek and obtain, in lieu of the pro-rated Per Station Value Allocation set forth in Paragraph 3.3, and Distributor shall not contest ADM's or Parent's attempt to prove the elements of, specific performance of (or other equitable relief to enforce) the obligations of Distributor hereunder, including but not limited to broadcasting of the OTA Service by all of the Distributor Stations on the Designated Channels as required by this Agreement, as the parties understand and agree that monetary damages will not adequately afford complete recovery to ADM or Parent.

5.3 Cumulative Remedies. The rights and remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by either party hereto of any other rights or the seeking of any remedies, whether available at law or equity, against the other party hereto, provided that ADM shall not obtain both specific performance and the pro-rated Per Station Value Allocation set forth in Paragraph 3.3.

6. INDEMNIFICATION

6.1 Indemnification by ADM. ADM shall indemnify Distributor and hold it harmless from and against any and all damages, liabilities, costs and expenses incurred by Distributor pursuant to claims made by third parties not controlled by, controlling, or under common control with Distributor (including, without limitation, any suit or proceeding instituted against Distributor for slander, defamation, product liability, invasion of privacy rights, invasion of property rights, any claim for music rights fees, or any act of copyright infringement under either Title 17 of the United States Code or applicable state law) (collectively "**Claims**"), including reasonable attorneys' fees incurred in connection therewith, arising directly from the content of the OTA Service distributed by Distributor or the Distributor Stations in accordance with the terms of this Agreement to the extent such Claims are not caused by the acts or omissions of Distributor or any Distributor Station that are not authorized in writing by ADM.

6.2 Mutual Indemnification. Distributor, on one hand, and ADM, on the other hand, shall each indemnify and hold harmless the other and their respective affiliates, officers, directors, employees and agents from and against any and all damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of any breach or claimed breach by such other party of any of its representations, warranties, covenants or other obligations under this Agreement.

6.3 Indemnification Procedures. The party entitled to indemnification hereunder ("**Indemnified Party**") shall promptly notify the indemnifying party ("**Indemnifying Party**") in

writing of the claim or action for which such indemnification applies, and give the Indemnifying Party an opportunity to defend or settle the same with counsel of its choice and at its expense. The settlement of any such claim or action by the Indemnified Party prior to giving the Indemnifying Party such opportunity or while the Indemnifying Party is providing an appropriate defense, without the Indemnifying Party's prior written consent, will release the Indemnifying Party from its obligations hereunder with respect to such claim or action so settled. The Indemnified Party shall fully cooperate in connection with such defense. If the Indemnifying Party fails to defend said claim or action within a reasonable time, the Indemnified Party shall be entitled to assume the defense thereof, upon prompt written notice to the Indemnifying Party, and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party.

7. SALE OR TRANSFER OF STATIONS

7.1 Effect of Transfer. In the event that Distributor desires to sell or otherwise transfer (a "**Transfer**") one or more Distributor Station(s), through which the OTA Service is being transmitted pursuant to this Agreement (each such transferred Distributor Station being referred to herein as, a "**Transferred Station**"), then no fewer than thirty (30) days prior to such Transfer, Distributor shall deliver written notice to ADM of such proposed Transfer. If such Transfer occurs during the Carriage Commitment Period for the OTA Service on such Transferred Station, Distributor shall surrender to ADM, within ten (10) days after the Transfer and by wire transfer of immediately available funds to an account designated by ADM, the Per Station Value Allocation assigned by ADM with respect to the OTA Service being transmitted on such Transferred Station on a pro rata basis (i.e. reduced proportionately based upon the length of time from the date of Transfer to the expiration of the Carriage Commitment Period for the OTA Service on such Transferred Station). Subject to compliance by Distributor with its obligations under this Section 7.1 in connection with a Transfer of Distributor Station(s), Distributor shall not be deemed to be in breach of this Agreement solely by reason of such Transfer(s). Distributor shall be under no obligation to require its transferee(s) to assume this Agreement.

8. MISCELLANEOUS

8.1 Taxes. ADM or Parent shall remit any sales or use tax which ADM or Parent is required to collect and remit arising from the sale of goods or services on the OTA Service. ADM and Parent shall not be liable for any excise, income, franchise, corporate or other taxes, including any fees payable to local franchising authorities, which are imposed upon or assessed against Distributor or any Distributor Station, or which are based upon or measured by revenues derived by Distributor or any Distributor Station from ADM.

8.2 Control of Broadcast. Distributor shall, at all times, maintain control of its broadcast facilities and license used in connection with its broadcast of the OTA Service, including control over all material transmitted in a broadcast mode via the station's facilities, with the right to reject any material to the extent necessary, in its judgment, to comply with its obligations under, and the requirements of, the Communications Laws. Distributor shall also be responsible for all aspects of the technical operation involving such services.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its choice of law provisions and the parties shall be subject to the exclusive jurisdiction of the state and federal courts located in the state of Delaware. Each of the parties hereto consents to service of process upon it by registered mail, return receipt requested, at its address set forth at the beginning of this Agreement.

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8.4 Assignment; Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by Distributor, directly or indirectly (by operation of law or otherwise), without the prior written consent of ADM, and any attempted assignment without such required consent shall be null and void. ADM may assign this Agreement to one or more of its affiliates without the consent of Distributor, not be unreasonably withheld, conditioned or delayed. ADM may not assign this Agreement to any third party not affiliated with ADM without the consent of Distributor. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person not a party to this Agreement other than Parent.

8.5 Notice. Any notice required to be given hereunder shall be in writing and shall be deemed given or delivered (a) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (b) three (3) days after being sent by certified mail, return receipt requested and postage and fees prepaid, to the appropriate party at its address set forth above, or at such other address as may be given by due notice hereunder.

8.6 Counterparts. This Agreement (including the Exhibits to this Agreement) may be executed in several counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

8.7 No Waiver. The waiver by any party of the breach of any term, covenant, agreement or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein, nor shall any custom, practice or course of dealings arising among the parties in the administration hereof be construed as a waiver or diminution of the right of any party to insist upon the strict performance by any other party of the terms, covenants, agreements and conditions herein contained.

8.8 Entire Agreement; Amendments. This Agreement (including the Exhibits to this Agreement) sets forth the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior such understandings, representations and agreements, whether written or oral, with respect to such subject matter. This Agreement may not be modified or amended, except in a writing signed by both parties.

8.9 No Joint Venture. The execution of this Agreement shall not constitute a joint venture or partnership between the parties.

8.10 No Presumption Against Drafter. The parties have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity, or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement.

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8.11 Force Majeure Events. Neither party shall be liable to the other for failure or inability to perform hereunder if such failure or inability is caused by reason of act of God, act of war, labor dispute, breakdown of facilities, accident, fire, flood, tornado, hurricane, earthquake, legal enactment, government order or regulation, civil disturbance, failure in whole or in part of technical facilities, or other similar cause beyond the party's reasonable control (a "**Force Majeure Event**"). If the OTA Service is interrupted or discontinued as a result of a Force Majeure Event, then the affected party will promptly notify the other party of the nature and anticipated length of continuance of such Force Majeure Event, and during such period, both parties will be excused from performance hereunder to the extent performance is affected by such Force Majeure Event. Without limiting the generality of the foregoing, if the transmission of the OTA Service by any Distributor Station is interrupted or discontinued as a result of a Force Majeure Event, the Carriage Commitment Period for the OTA Service on such Distributor Station (and the corresponding duration of the Term of this Agreement) may be lengthened by ADM in its sole discretion by the number of days during which such interruption or discontinuance was continuing; *provided*, that if such interruption or discontinuance persists for a continuous period of more than sixty (60) days, then either party may terminate this Agreement with respect to the OTA Service on such Distributor Station effective upon written notice to the other party, subject to Distributor's obligations under Section 3.3. The parties shall each exercise all reasonable efforts to cure the Force Majeure Event and the cause thereof.

8.12 Survival. Sections 3.3, 5.2, 6, 7.1, and 8 shall survive any termination of this Agreement.

8.13 Confidentiality. The parties agree that they, their representatives and their employees will maintain the confidentiality of, and will not issue any press release or make any public announcement concerning, the terms and conditions of this Agreement and the transactions contemplated hereby, except as may be required by law, rule, regulation or application of any governmental entity or court order.

8.14 Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws; provided that in the event that Distributor receives authorization from the FCC to discontinue broadcast operations (temporarily or permanently) (e.g., a grant of silent STA) for any Distributor Station during the Term, Distributor shall pay a pro rata refund of the Per Station Value Allocation for such affected Distributor Station in an amount commensurate with the duration such Distributor Station has discontinued broadcast of the OTA Service. The parties agree that Distributor may file a copy of this Agreement with the FCC; provided that any such filed copy shall have any monetary amounts reflected herein redacted by Distributor. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement, provided that such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

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The undersigned have caused this Distribution Agreement – Over-the-Air Service to be duly executed as of the date first written above.

**AFFILIATE DISTRIBUTION &
MKTG., INC.**

**MAJOR MARKET BROADCASTING OF
NEW YORK, INC.**

By: David Apostolico
Name: David Apostolico
Title: SVP

By: Ravi Kapur
Name: RAVI KAPUR
Title: President

[Signature Page to Distribution Agreement – Over-the-Air Service]

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WSWF-LD Designated Zip Codes

32132	32714	32738	32764	32781	32804	32821	32837	32872	34756
32141	32715	32739	32765	32783	32805	32822	32839	32877	34760
32168	32716	32744	32766	32789	32806	32824	32853	32878	34761
32169	32718	32745	32767	32790	32807	32825	32854	32885	34777
32170	32719	32746	32768	32791	32808	32826	32855	32886	34778
32701	32720	32747	32771	32792	32809	32827	32856	32887	34786
32703	32721	32750	32772	32793	32810	32828	32857	32891	34787
32704	32723	32751	32773	32794	32811	32829	32858	32896	
32706	32724	32752	32774	32795	32812	32830	32859	32897	
32707	32725	32753	32775	32796	32814	32831	32860	33897	
32708	32728	32754	32776	32798	32816	32832	32861	34705	
32709	32730	32756	32777	32799	32817	32833	32862	34715	
32710	32732	32759	32778	32801	32818	32834	32867	34729	
32712	32733	32762	32779	32802	32819	32835	32868	34734	
32713	32736	32763	32780	32803	32820	32836	32869	34740	

KAAP-LD Designated Zip Codes

94002	94061	94306	95032	95106	95123	95151	95191		
94010	94062	94309	95035	95108	95124	95153	95192		
94011	94063	94401	95036	95109	95125	95154	95193		
94022	94065	94402	95044	95110	95126	95155	95194		
94023	94070	94403	95050	95111	95128	95156	95196		
94024	94085	94404	95051	95112	95129	95157			
94025	94086	94497	95052	95113	95130	95158			
94027	94087	95002	95053	95115	95131	95159			
94028	94088	95008	95054	95116	95132	95160			
94035	94089	95009	95055	95117	95133	95161			
94039	94301	95011	95056	95118	95134	95164			
94040	94302	95014	95070	95119	95135	95170			
94041	94303	95015	95071	95120	95136	95172			
94042	94304	95026	95101	95121	95141	95173			
94043	94305	95030	95103	95122	95150	95190			

K36QH-D Designated Zip Codes

93013	93101	93103	93106	93109	93111	93117	93120	93130	93150	93190
93014	93102	93105	93107	93110	93116	93118	93121	93140	93160	93199

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WRJK-LP Designated Zip Codes

46301	53144	60062	60121	60179	60419	60469	60555	60628	60680
46303	60004	60064	60122	60181	60422	60471	60558	60629	60681
46304	60005	60065	60123	60183	60423	60472	60559	60630	60682
46307	60006	60067	60124	60184	60425	60473	60561	60631	60684
46308	60007	60068	60126	60185	60426	60475	60563	60632	60685
46311	60008	60069	60128	60186	60428	60476	60564	60633	60686
46312	60009	60070	60130	60187	60429	60477	60565	60634	60687
46319	60010	60073	60131	60188	60430	60478	60566	60636	60688
46320	60011	60074	60132	60189	60431	60480	60567	60637	60689
46321	60013	60076	60133	60190	60432	60482	60569	60638	60690
46322	60014	60077	60134	60191	60433	60484	60585	60639	60691
46323	60015	60078	60136	60192	60434	60487	60586	60640	60693
46324	60016	60079	60137	60193	60435	60490	60598	60641	60694
46325	60017	60082	60138	60194	60438	60491	60599	60642	60695
46327	60018	60083	60139	60195	60439	60499	60601	60643	60696
46342	60019	60085	60141	60196	60440	60501	60602	60644	60697
46355	60021	60086	60143	60197	60441	60502	60603	60645	60699
46356	60022	60087	60147	60199	60442	60503	60604	60646	60701
46360	60025	60088	60148	60201	60443	60504	60605	60647	60706
46361	60026	60089	60153	60202	60445	60505	60606	60649	60707
46368	60029	60090	60154	60203	60446	60506	60607	60651	60712
46373	60030	60091	60155	60204	60448	60510	60608	60652	60714
46375	60031	60093	60156	60208	60449	60513	60609	60653	60803
46383	60035	60094	60157	60209	60451	60514	60610	60654	60804
46384	60037	60095	60159	60301	60452	60515	60611	60655	60805
46385	60038	60096	60160	60302	60453	60516	60612	60656	60827
46391	60040	60099	60161	60303	60454	60517	60613	60657	
46393	60041	60101	60162	60304	60455	60519	60614	60659	
46394	60042	60102	60163	60305	60456	60521	60615	60660	
46401	60043	60103	60164	60399	60457	60522	60616	60661	
46402	60044	60104	60165	60401	60458	60523	60617	60664	
46403	60045	60105	60168	60402	60459	60525	60618	60666	
46404	60046	60106	60169	60403	60461	60526	60619	60668	
46405	60047	60107	60171	60406	60462	60527	60620	60669	
46406	60048	60108	60172	60409	60463	60532	60621	60670	
46407	60053	60110	60173	60411	60464	60534	60622	60673	
46408	60055	60116	60174	60412	60465	60539	60623	60674	
46409	60056	60117	60175	60415	60466	60540	60624	60675	
46410	60060	60118	60176	60417	60467	60544	60625	60677	
46411	60061	60120	60177	60418	60468	60546	60626	60678	

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EXHIBIT A

DISTRIBUTOR STATION PROFILE

As of 2/1/2021

Distributor	Licensee (if different from Distributor)	Call Sign	Station Manager	Station Address	City	State	Emergency/ Alternate Point of Contact	Designated Zip Codes	OTA Service Designated Channel
Major Market Broadcasting of New York, Inc	Major Market Broadcasting of Florida, Inc.	WSWF-LD	Deepti Dawar 650.503.3492	WSWF-TV c/o Lovelace Gas Service, Inc. Attention: Shane Owens 10606 East Colonial Drive Orlando, FL 32817 407.399.5677	Orlando	FL	Ravi Kapur 415.886.7284	See attached	10.12 (QVC)
Major Market Broadcasting of New York, Inc	DIYA TV, Inc.	KAAP-LD	Deepti Dawar 650.503.3492	KAAP-TV c/o Diya TV Inc. Attention: Deepti Dawar 2118 Walsh Avenue, Suite 208 Santa Clara, CA 95050 650.503.3492	San Jose-Santa Clara	CA	Ravi Kapur 415.886.7284	See attached	24.11(QVC/ 24.12(QVC 2)
Major Market Broadcasting of New York, Inc	Chicago 22, LLC	WRJK-LP	Deepti Dawar 650.503.3492	Chicago 22, LLC - WRJK-TV c/o Prime Electric, Inc. Attention: John Barker /Garry Shults Willis Tower 233 South Wacker Drive 31st Floor Chicago, IL 60606 312.875.9848	Chicago	IL	Ravi Kapur 415.886.7284	See attached	22.12 (QVC2)

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Major Market Broadcasting of New York, Inc	Major Market Broadcasting of California, Inc.	K36QH-D	Deepti Dawar 650.503.3492	KAAP-TV c/o Diya TV Inc. Attention: Deepti Dawar 2118 Walsh Avenue, Suite 208 Santa Clara, CA 95050 650.503.3492	Santa Barbara	CA	Ravi Kapur 415.886.7284	See attached	36.12 (QVC)
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EXHIBIT B

OTA SERVICE LAUNCH SCHEDULE WITHOUT K36QH-D

Distributor	Call Sign	OTA Service(s)	OTA Service Launch Date	Per Station Value Allocation
Major Market Broadcasting of New York, Inc.	WSWF-LD	QVC		\$196,491.00
Major Market Broadcasting of New York, Inc.	KAAP-LD	QVC/QVC2		\$487,840.00
Major Market Broadcasting of New York, Inc.	WRJK-LP	QVC2		\$311,294.00

OTA SERVICE LAUNCH SCHEDULE WITH K36QH-D

Distributor	Call Sign	OTA Service(s)	OTA Service Launch Date	Per Station Value Allocation
Major Market Broadcasting of New York, Inc.	WSWF-LD	QVC		\$171,854.00
Major Market Broadcasting of New York, Inc.	KAAP-LD	QVC/QVC2		\$438,566.00
Major Market Broadcasting of New York, Inc.	WRJK-LP	QVC2		\$286,658.00
Major Market Broadcasting of New York, Inc.	K36QH-D	QVC		\$73,910.00