

SERVICES AGREEMENT

This SERVICES AGREEMENT (“Agreement”) is made as of July 23, 2021, by and between Gray Media Group, Inc. (“Provider”), a Delaware corporation, NBC Telemundo License LLC (“License Buyer”), a Delaware limited liability company and Telemundo of New Mexico LLC (“Operating Assets Buyer” and, together with License Buyer, “Buyers”).

WHEREAS, Provider owns and is the licensee of full-power, class A, and low power television stations KCBD(TV), Lubbock, TX (“KCBD”), KLCW-TV, Wolfforth, TX (“KLCW”), KXTQ-CD, Lubbock, TX (“KXTQ”), KLBB-LD, Lubbock, TX (“KLBB”), KABI-LD, Snyder, TX (KABI”), and KMYL-LD, Lubbock-TX (“KMYL”);

WHEREAS, Buyers are party to that certain Asset Purchase Agreement dated as of July 22, 2021, between Buyers and Ramar Communications, Inc. (“Seller”) (as amended, modified or supplemented from time to time in accordance with its terms, the “Purchase Agreement”);

WHEREAS, in connection with the transactions contemplated in the Purchase Agreement, License Buyer will acquire, subject to FCC approval, the full-power, class A, and low power television stations KASA-TV (FIN 32311), KTEL-TV (FIN 83707), KUPT(FIN 27431), KRTN-TV (FIN 82613), KTEL-CD (FIN 55056), KRTN-LD (FIN 55059), and KUPT-LD (FIN 198113) located in the Albuquerque DMA from Seller (together, the “Stations”); and

WHEREAS, in connection with the transactions contemplated in the Purchase Agreement, Operating Assets Buyer plans to acquire certain assets and assume certain liabilities related to the Stations from Seller; and

WHEREAS, Provider desires to provide to Buyers, and Buyers desire to obtain from Provider, certain mutually acceptable services on a transitional basis and in accordance with the terms and subject to the conditions set forth herein.

NOW, THEREFORE, taking the foregoing into account and in consideration of the mutual representations, warranties, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Agreement to Produce Newscasts.** Provider shall provide the following news production services for Buyers (the “News Production Services”)
 - a. Provider shall produce two (2) thirty-minute, video-news programs for broadcast on the Stations during the following time periods:
 - (i) Monday through Friday from 5:00 to 5:30 P.M. Mountain Time (“Evening Newscast”); and
 - (ii) Monday through Friday from 10:00 to 10:35 P.M. Mountain Time (“Night Newscast”) (collectively, the Evening and Night Newscasts will be referred to herein as the “Newscasts”).

Provider may on occasion or for special holidays pre-produce the Newscasts prior to the scheduled broadcast as long as all federal, state and regulatory rules and obligations are met. Notwithstanding anything to the contrary in the schedule listed above, Provider will be responsible for any and all staffing and ensuring the production of the Newscasts daily and during major holidays.

- b. The first such broadcast is scheduled for the first Newscast to occur following the consummation of the acquisition of the Stations by Buyers (“Effective Date”). Any rebroadcast by Buyers other than a single repeat or any use of the Newscasts other than regularly scheduled news broadcasts will require Provider’s prior written consent.
- c. The Newscasts shall consist of local news, sports and weather, with such regional, national and international news as determined appropriate by Provider. Provider shall have the responsibility for and control of the production of the Newscasts, with their broadcast on the Stations including acquiring any and all rights necessary to broadcast the Newscasts. Provider shall not use any CNN content in the Newscasts. The parties recognize that certain aspects of the Newscasts require communication and cooperation on a continuing basis.
- d. The Newscasts will feature at least (1) anchor, which will be nonexclusive to the Stations. Each Party is fully responsible for the cost of each party’s own news and production staff. The Newscasts will be produced exclusively for Buyers for broadcast on the Stations, but may include non-exclusive videotape, graphics, news stories, field reports and other material.
- e. Buyers will determine the amount of commercial advertising time and promotional time to be provided for during the Newscasts. Buyers will have the exclusive right to sell commercial advertising time during the Newscasts at its cost and Buyers will retain all revenue from the sale of such commercial advertising time.
- f. The Newscasts shall be closed captioned and otherwise be in accord with FCC regulations as well as any applicable federal, state and regulatory rules and obligations.
- g. The Newscasts shall be branded in a manner customary for news programming similar to the Newscasts, except for incidental identifying marks, such as microphone flags and other similar identifying marks that are not material to the branding of any Newscast taken as a whole. Buyers will determine the title and format of the Newscasts, and the Newscasts will have an “on-air appearance” as if they had been originated by License Buyer through the Stations.
- h. Provider will upload Newscasts and clips to TelemundoNewMexico.com in the same manner as Provider uploads Newscasts and clips to its own website. All other content and maintenance related to TelemundoNewMexico.com is Buyers’ responsibility, and the Buyers shall retain any revenue associated with TelemundoNewMexico.com.

- i. The Newscasts will be produced ready for broadcast, including any graphics, bumpers and teases. Buyers are responsible, at their expense (the equipment, installation costs, the monthly fees, etc.), for the transmission of the Newscasts from Gray's facilities to the Albuquerque DMA, including linking to any Buyer-owned facilities along the way. The commercials will be inserted by Provider in accordance with the Other Transition Services provided for in Section 2; provided, that such commercials are provided to Provider at least 8 hours prior to broadcast.
- j. The parties understand that the performing rights in any music contained in the Newscasts are or may be controlled by ASCAP, BMI or SESAC, or other performance rights organizations. Provider shall provide Buyers with detailed music cue sheets for all Newscasts.
- k. Provider hereby grants a license to Buyers (x) to broadcast on the Stations the Newscasts during the Term, (y) to distribute and/or authorize the distribution of the Newscasts (including without limitation clips thereof) via the Stations' website(s) and other digital platforms, and (z) to authorize the distribution of the Newscasts as part of the live linear online retransmission by any means whether now known or hereafter devised. Provider retains all other title, rights and ownership to the Newscasts and each of the segments contained therein, including, but not limited to, any claims for copyright royalties relating to the Newscasts.
2. **Other Transition Services.** Provider will also provide to Buyers the transition services for the Stations described in Schedule A hereto (the "Other Transition Services" and, together with the News Production Services, the "Services"), which shall include Master Control/Technical Operations Services, Traffic, Financial/Accounting Systems, Controller Services, Payroll and Employee Benefits Services for Provider employees, and Wide Orbit - Media Sales Services to Buyers. Provider is not obligated to perform, or to cause to be performed, any Other Transition Services in a manner that is not consistent with its respective policies, procedures and practices, and Provider shall determine, in its commercially reasonable discretion, the means and resources used to provide the Other Transition Services pursuant to this Agreement. Provider shall use commercially reasonable efforts to provide (or cause to be provided) to Buyers the Other Transition Services with a similar level of service, quality and degree of care as Provider uses in the operation of its stations. It is understood and agreed that Provider may from time to time modify, change or enhance the manner, nature, quality and/or standard of care of any Other Transition Services to the extent Provider is making a similar change in the performance of its own services similar to such Other Transition Services.
3. **Term.** The term of this Agreement shall be for the period commencing on the Effective Date and terminate on the later of (a) October 1, 2021, and (b) 15 days after the Effective Date. Buyers may terminate this Agreement by providing written notice to Provider thirty (30) days in advance. Upon the expiration or termination of this Agreement, all Services provided hereunder shall automatically and immediately terminate.

4. **Compensation.** As consideration for the Services provided by Provider hereunder, Buyers shall pay to Provider a Monthly Services Fee of \$ [REDACTED]. Provider shall invoice Buyers for the Monthly Services Fee, and Buyers shall pay Provider within 75 days after receipt of invoice. The payment for any month that is not a full calendar month shall be prorated based on the number of days in such month.
5. **Federal Communications Commission Regulations and Rules.** This Agreement shall be subject to the Communications Act of 1934, as amended (“The Act”) and to all present and future rules, regulations, and published policies of the Federal Communications Commission (“FCC”).
6. **Insurance.**
- a. During the term of this Agreement, Provider shall maintain the following types of insurance coverage:
- (i) Statutory Workers’ Compensation and/or Employer’s Liability, as required by Applicable Law with minimum limits of \$ [REDACTED] each accident / \$ [REDACTED] each disease / \$ [REDACTED] policy limit;
 - (ii) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of \$ [REDACTED] per occurrence; and
 - (iii) Producer’s (Errors and Omissions) liability policy insuring Provider’s obligations under this Agreement in an amount of at least \$ [REDACTED] / \$ [REDACTED].
- b. Provider shall cause its insurers to issue, before the Effective Date, certificates of insurance evidencing that the required coverages and policy endorsements are maintained in force. These certificates must show that Buyers, its parent, subsidiaries, and its and their officers, directors, agents, employees, licensees, assigns, as additional insureds on the policies designated in Sections 6(a)(ii) and (iii). The foregoing insurance coverage designated in Section 6(a)(ii) shall be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by Buyers. Provider shall provide Buyers with written notice in accordance with policy provisions of any modification, cancellation or non-renewal of the required coverages.
- c. The insurers selected by Provider must have an A.M. Best rating of A/VIII or better or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency.
7. **Force Majeure.** If either party is prevented from performing its obligations as provided herein by reason of an act of God, strike, fire, flood, war, terrorist act, public disaster, equipment failure, or by virtue of any action of the Federal Communications Commission, such failure shall not be a breach of this Agreement and, to the extent that performance is prevented, such condition shall be a valid excuse for non-performance of

such obligations. If such non-performance continues for sixty (60) days, the performing party may terminate this Agreement upon written notice to the non-performing party.

8. **Indemnification.**

- a. In the event of liabilities, losses, damages, fines, claims, actions, demands and/or expenses (“Damages”) incurred by Buyers, and/or its agents, employees, officers, directors, lenders, subsidiaries, and affiliated companies (collectively, the “Buyer Indemnitees”): (i) arising out of the negligence of Provider, its agents or employees in connection with the performance of this Agreement, (ii) arising out of any material breach of any representation, warranty or covenant or other provision contained herein by Provider, its agents or employees, or (iii) arising out of any act or omission by Provider that subjects Buyers to Damages in connection with any libel, slander, defamation, 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 resulting from or relating to the Newscasts, other than material furnished by Buyers, Provider shall defend, indemnify and hold harmless the Buyer Indemnities for such Damages.
- b. In the event of any Damages incurred by Provider, and/or its agents, employees, officers, directors, lenders, subsidiaries, and affiliated companies (collectively, the “Provider Indemnitees”): (i) arising out of the negligence of Buyers, their respective agents or employees in connection with the performance of this Agreement, (ii) arising out of any material breach of any representation, warranty or covenant or other provision contained herein by Buyers, their respective agents or employees, (iii) arising out of any act or omission by Buyers that subjects Provider to Damages in connection with any libel, slander, defamation, 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 resulting from or relating to material furnished by Buyers to Provider for the Newscasts, Buyers shall defend, indemnify and hold harmless the Provider Indemnitees for such Damages.
- c. The indemnified party will (i) give the indemnifying party prompt written notice of any claim (provided, however, that any delay in notification won’t relieve the indemnifying party of its obligations under this Agreement, except to the extent that the delay impairs its ability to defend) and (ii) cooperate reasonably with the indemnifying party, at the indemnifying party’s expense, in connection with the defense and settlement of the claim. The indemnifying party will, at its own expense, have sole control of the defense or settlement of the claim; provided, however, that in settling any claim, the indemnifying party will not make any admission on behalf of, or agree to any terms that results in any admission of wrongdoing or the imposition of any liability upon, the indemnified party, without the prior written approval of the indemnified party. The indemnified party will have the right to participate fully, at its own expense and with counsel of its own choosing, in the defense of any claim.

- [REDACTED]
9. **Nonpayment.** If Buyers fail to make any payment required under this Agreement when due, Provider shall give written notice to Buyers and shall give Buyers an opportunity to make the payment within ten business (10) days of receipt of such notice.
 10. **Notices.** The giving of any notice provided for herein or required herein will be in writing and sent by (a) overnight delivery service with a reputable carrier, or (b) the United States Postal Service by registered or certified mail, postage prepaid, with return receipt requested, addressed as follows:

If to Provider:
Attn: General Manager
Gray Media Group, Inc.
5600 Avenue A
Lubbock, TX 79404
[REDACTED]

With a copy to:
Attn: Legal Department
Gray Media Group, Inc.
201 Monroe Street, 20th Floor
Montgomery, AL 36104
[REDACTED]

If to Buyers:
Attention: President, NBCUniversal Owned Television Stations
NBCUniversal Owned Television Stations, a division of
NBCUniversal Media, LLC
30 Rockefeller Plaza
New York, NY 10112
[REDACTED]

With a copy to:
NBCUniversal Media, LLC
30 Rockefeller Plaza
New York, NY 10112
Attention: Legal Department
[REDACTED]

11. **Representations.**
 - a. Provider and Buyers each represent and warrant the following:
 - (i) Each has the full power and authority to enter into this Agreement; and

- (ii) Each will comply with all applicable federal, state and local laws, rules and regulations governing its broadcast operations, including, but not limited to, the Communications Act of 1934, as amended (the “Act”) and the rules, regulations, and published policies of the Federal Communications Commission (the “FCC”) (collectively, the “Communications Laws”) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement.
- b. In addition, Provider represents and warrants that it has the right to grant the licenses provided herein, and no other consents are necessary for Buyers to exploit the Newscasts as set forth in this Agreement.
12. **Assignment.** This Agreement is non-assignable by Buyers, except that Buyers may assign this Agreement to a party that controls, is controlled by or is under common control with either Buyer.
13. **Severability.** Any provisions under applicable law or regulations which supersede or invalidate any provision hereof shall not affect the validity of this Agreement, and the remaining provisions shall remain in full force and effect and be enforced as if the invalid provision were deleted.
14. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, in all respects, including matters of construction, validity and performance. The venue for any litigation between the parties will be in New Castle County, Delaware.
15. **Waiver.** Any waiver as to any terms and conditions of this Agreement shall not operate as a future waiver of the same terms and conditions.
16. **Entire Agreement.** This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and may not be changed except by an amendment in writing duly executed by both parties.
17. **Relationship.** The parties are independent contractors. Neither party is granted any right or authority to assume or create any obligation or responsibility on behalf of the other party.

Signature page follows

ACCEPTED and AGREED:

GRAY MEDIA GROUP, INC.

By: Kevin P. Latek
Name: Kevin P. Latek
Title: Executive Vice President

NBC TELEMUNDO LICENSE LLC

DocuSigned by:
By: Ozzie Martinez
Name: OZZIE Martinez
Title: Senior Vice President, Telemundo News,
Digital & Standards

TELEMUNDO OF NEW MEXICO LLC

DocuSigned by:
By: Ozzie Martinez
Name: OZZIE Martinez
Title: Senior Vice President, Telemundo News,
Digital & Standards

**SCHEDULE A
SERVICES**

Service
<p><u>News Production Services</u></p> <p>As described in the Agreement</p>
<p><u>Master Control/Technical Operations</u></p> <p>The master control Services should include at least the following:</p> <ul style="list-style-type: none"> • Main program feed to be the Telemundo network on KASA and the MeTV network on KTEL • Commercial insertion on NBC-Telemundo and MeTV commercial payloads as dictated by the Wide Orbit list • Integration of local news – provided by Gray • 24/7 oversight of the channels along with the stat mon from the primary transmitter in ABQ <p>Distribution of the signals should include the following:</p> <ul style="list-style-type: none"> • Nielsen encoding • Insertion of the closed captioning for the local news • signal to be pushed into the Sellers distribution path <p>Employees of Provider shall carry out master control functions and provide technical services for the Stations subject to the direction and control of License Buyer management personnel.</p>
<p><u>Traffic</u></p> <ul style="list-style-type: none"> • Produce daily KASA & KTEL broadcast logs, program formatting, copy assignments, log recon, inventory management • Monthly billing and reconciliation – invoices would need to be printed and mailed <ul style="list-style-type: none"> ○ Generate standard broadcast month or calendar month invoices as required by the applicable customer as well as monthly reconciliation, including the invoice register, revenue report, A/R aging and any adjustments to the customer account (e.g., credit or debit memos). ○ Generate invoices and delineate revenue between Seller and Buyers as of the Effective Date. By way of example: if the Effective Date is May 15, 2021, Provider will send customers two invoices for the month of May (one covering the period of time the Stations were owned by Seller and one covering the period of time the Stations are owned by Buyers). Provider shall provide the reconciliation, invoice register, revenue report and A/R aging that correlates to the foregoing. ○ Complete any invoice adjustments requested by customer and send to Buyers and customer.

Service

- Provide information about monthly revenue.
- Provide monthly payment activity to Buyers.
- If any payments are collected by Provider that should be for the account of Buyers, mail such payments to the Buyers' lockbox at:

Address for regular mail:

NBC

Bank of America

Atlanta, GA 30384-402217

Address for FedEx:

Bank of America

6000 Feldwood Road

College Park, GA 30349

If Provider applies such payments in the Wide Orbit Traffic system to the customer account, Provider shall provide Buyers with reports of such activity.

- Provide Buyers with access to the Wide Orbit Traffic instance for the Stations.
- Prior to the Termination Date, Provider shall provide Buyers with copies of all advertising contracts or orders.
- Provide Buyers with customer information (e.g., address, phone number and FTID). This information shall be provided for all new and existing customers and all agencies and advertisers.

Wide Orbit – Media Sales.

Provider shall provide Buyers with access to Wide Orbit Media Sales and related systems for the Stations.

General Accounting

In the event either party pays an invoice that is ultimately for the account of the other party, the parties shall work together to reconcile such payments.