

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of April ____, 2017, between Meruelo Television, LLC, a California limited liability company (“Buyer”), and Hero Licenseco, LLC a Delaware limited liability company (“Seller”).

WHEREAS, Seller holds the authorization for television broadcast station KBEH(DT), Oxnard, California (the “Station”), issued by the Federal Communications Commission (the “FCC”), which Station is assigned FCC Facility ID Number 56384 (the “FCC License”);

WHEREAS, Seller desires to sell the Station Assets (as hereinafter defined) and Buyer desires to acquire the Station Assets;

WHEREAS, the Station participated in the FCC’s Auction 1001 (“Incentive Auction”) and as part of that Auction, will be relinquishing the right to broadcast over-the-air on TV Channel 24 associated with its current FCC License, while retaining the remaining rights under its FCC License;

WHEREAS, Seller and Buyer intend for this Agreement, and the related transactions and procedures thereunder, to be executed consistent with the requirements of the FCC’s Orders and Public Notices in GN Docket No. 12-268 and in ET Docket No. 10-235; including the FCC’s Waiver of Prohibited Communications Public Notice, DA 17-134, released February 6, 2017 (“Prohibited Communications Waiver PN”); and relevant FCC regulations, including without limitation 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended; and any subsequent FCC Orders, Public Notices and rules adopted in these Dockets (collectively the “Auction and Channel Sharing Rules”);

WHEREAS, simultaneously with the execution of this Agreement, Buyer and Seller are entering into a Channel Sharing Agreement (“CSA”) and a Local Marketing Agreement (“LMA”) regarding the Station; and

WHEREAS, pursuant to the CSA, Buyer and Seller will be filing applications to modify their FCC authorizations in order to operate on a shared basis on a newly-assigned shared channel (“FCC Shared Channel Modification Applications”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
SALE OF ASSETS

Section 1.1. Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (as defined in Article 11), Seller shall sell, assign, and deliver to Buyer, and Buyer shall acquire, assume and receive from Seller, all of the right, title and interest of Seller in and to certain assets, properties, interests and rights that are or have been used in the operation of the Station (the “Station Assets”) as follows:

(a) all licenses, permits and other authorizations of the Station issued to Seller by the FCC and any other license, permit or other authorization of the Station issued to Seller by the FCC, including any such temporary waiver or special temporary authorization and any renewals thereof or any transferable pending application therefor (the “FCC Licenses”), including the FCC Licenses described in Schedule 1.1(a), subject to the FCC’s Auction and Channel Sharing Rules;

(b) certain television broadcasting equipment described in Schedule 1.1(b), (the “Tangible Personal Property”);

(c) all rights under contracts and agreements in connection with the business and operations of the Station, including those for retransmission consent and/or copyright indemnification with MVPDs as defined in Section 5.4(e) below and listed on Schedule 5.4(e), as set forth in Schedule 1.1(c) (the “Assumed Contracts”);

(d) the Seller’s rights in the Station’s call letters to the extent permitted by the FCC and in any trademarks, trade names, service marks, internet domain names and associated websites, Facebook pages, twitter accounts and other social media accounts, copyrights, slogans, logos, and other intellectual or intangible property owned or leased by Seller used or held for use in the operation of the Station Assets, and all goodwill associated with the foregoing (collectively, the “Intangible Property”); and

(e) the Station’s local FCC public inspection file, filings with the FCC relating to the Station, and such other technical information, engineering data, books and records that relate to the Station and the Station Assets being conveyed hereunder; all sales and promotional literature, manuals and data, sales and purchase correspondence, advertiser lists, lists of present and former suppliers, and lists of present and former customers that relate to the Station and the Station Assets.

The Station Assets shall be transferred to Buyer at Closing free and clear of any mortgage, lien, pledge, charge, easement, right of way, restrictive covenant, encroachment, security interest or encumbrance of any kind whatsoever, whether voluntarily incurred or arising by operation of law or otherwise, in respect of such property or asset (“Liens”), except for liens for taxes not yet due and payable (“Permitted Liens”).

Section 1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, Seller shall retain, and the Stations Assets shall specifically not include, any asset not set forth in Section 1.1, including the following assets and rights of Seller (the “Excluded Assets”):

(a) all cash and cash equivalents of Seller;

(b) accounts receivable arising from the operation of the Station prior to the Closing, except as provided for in the LMA entered into concurrently herewith (“Accounts Receivable”);

(c) any property, rights or other assets of any type or nature not specifically included in Section 1.1(b) or otherwise comprising the Station Assets in Section 1.1;

(d) any contracts or agreements that are not Assumed Contracts (“Excluded Contracts”); and

(e) any agreement or liability related to any employee of the Station (except in the case that such employee may be hired by Buyer) and any pension, profit-sharing or cash or deferred (Section 401(k)) plans and trusts and assets thereof, or any other employee benefit plan or arrangement, and the assets thereof.

Section 1.3. Purchase Price. In consideration for the sale, assignment, and conveyance of the Station Assets, and upon satisfaction in full of the terms and conditions of this Agreement, at Closing Buyer shall pay Seller the sum of Ten Million Dollars (\$10,000,000), by wire transfer of immediately available U.S. funds (the “Purchase Price”).

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

On the Closing Date, Buyer shall assume the obligations of Seller (a) arising after the Closing under the Assumed Contracts and (b) all obligations arising from Buyer’s operation of the Station Assets after the Closing (the “Assumed Obligations”). Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Obligations, Buyer is not assuming any other liability or obligation of Seller (i) arising prior to Closing under any Assumed Contract, (ii) with respect to the Station’s employees, liabilities with respect to Seller’s employees or employee benefit plans or (iii) any other obligation of Seller or any of its affiliates of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of Seller (all such liabilities and obligations not being assumed being herein referred to as the “Excluded Liabilities”).

Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Assumed Contract or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Assumed Contract or in any way adversely affect the rights of Buyer or Seller thereunder.

ARTICLE 3 GOVERNMENTAL CONSENTS

Section 3.1. FCC Assignment Application. Unless doing so would delay or negatively impact payment of money by the FCC to Seller for sale of Channel 24 over-the-air broadcast rights in the Incentive Auction, then as soon as reasonably possible after execution of this Agreement, but in no event later than ten (10) business days after execution, Seller and Buyer shall file an application with the FCC (the “FCC Assignment Application”) requesting consent by the FCC to the assignment of the Station Assets to Buyer (“FCC Consent”). Except as provided in this Section and in Section 3.2 regarding Prohibited Communications, Seller and Buyer shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as practicable. Seller shall take all actions required under FCC rules to give timely public notice of the filing of the FCC Application.

Section 3.2. General. Seller and Buyer shall notify each other of all documents filed with or received from any governmental agency (including the FCC) with respect to this Agreement or the transactions contemplated hereby. Seller and Buyer shall cooperate with the FCC in connection with obtaining the FCC Consent, and shall promptly provide all information and documents requested by the FCC in connection therewith, provided, however, no party shall communicate to any parties during the Quiet Period for Auction 1001 if doing so would constitute a “prohibited communication” or would otherwise violate the FCC’s anti-collusion rules, including the FCC Public Notice, Guidance Regarding the Prohibition of Certain Communications During the Incentive Auction, Auction 1001, DA 15-1129, released October 6, 2015, as modified by the Prohibited Communications Waiver PN (“Prohibited Communication”). For purposes of this Agreement, “Quiet Period” means the period of time commencing on the deadline for broadcasters to submit an FCC application to participate in the reverse auction portion of the FCC’s Broadcast Incentive Auction (“Auction 1001”) and ending on the date the FCC Public Notice announcing the reverse auction results for Auction 1001 (the “Incentive Auction Results PN”). If either Seller or Buyer becomes aware of any fact relating to it that would prevent or delay the FCC Consent, such party shall promptly notify the other party thereof (unless doing so would result in a Prohibited Communication) and the parties shall use commercially reasonable efforts to remove any such impediment.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

Section 4.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of California. Buyer has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

Section 4.2. Authorization. The execution, delivery and performance of this Agreement by Buyer have been or will be duly authorized and approved by all necessary action of Buyer. This Agreement is, and each other document when executed and delivered by Buyer will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The person signing this Agreement on the part of Buyer is duly authorized to sign this Agreement on behalf of Buyer.

Section 4.3. No Conflicts. Neither the execution and delivery by Buyer of this Agreement and any other instrument or agreement hereunder, nor the consummation by Buyer of any of the transactions contemplated hereby or thereby, nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof, will: (i) conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject or, (ii) require the approval, consent, authorization or act of, or the making by

Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent.

Section 4.4. No Finder. Except for Jose A. Rodriguez, d/b/a Rodriguez Advisors, whose fee will be paid by Seller, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated herein as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

Section 4.5. Qualification. Buyer is legally and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. Buyer has no reason to believe that the FCC Application might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Buyer.

Section 4.6. Absence of Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Buyer's knowledge, threatened, against Buyer relating to or affecting this Agreement or the transactions contemplated hereby, nor, to Buyer's knowledge, is there a basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

Section 4.7. Bankruptcy. No insolvency proceedings of any character, voluntary or involuntary, affecting Buyer are pending or, to Buyer's knowledge, threatened, and Buyer has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

Section 5.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the State of California. Seller has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

Section 5.2. Authorization. The execution, delivery and performance of this Agreement by Seller have been or will be duly authorized and approved by all necessary action of Seller. This Agreement is, and each other document when executed and delivered by Seller will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The person signing this Agreement on the part of Seller is duly authorized to sign this Agreement on behalf of Seller.

Section 5.3. Absence of Conflicting Agreements or Required Consents. Except with respect to FCC and other governmental consents, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Seller: (a) do not and will not require the consent of any third party that has not been or will not be obtained; (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Seller is a party or by which Seller or the Station Assets are bound; (c) subject to release of existing Liens prior to or simultaneously with Closing, if any, do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any Assumed Contract or any other lease, contract, agreement, instrument, license or permit to which either Seller or the Station Assets are now subject; and (d) do not and will not result in the creation of any Lien, on any of the Station Assets.

Section 5.4. FCC Authorizations; Cable and MVPD Matters.

(a) Schedule 1.1(a) is a true and complete list of the FCC Licenses. The FCC Licenses, including any other licenses, permits and authorizations issued to Seller by the FCC listed in Schedule 1.1(a) are held by Seller. The FCC Licenses are validly held by Seller and are in full force and effect. Except as set forth in Schedule 1.1(a), the FCC Licenses have been issued for the full terms customarily issued to a broadcast television station in the state in which the Station's community of license is located, and the FCC Licenses are not subject to any condition except for those conditions appearing on the face of the FCC Licenses and conditions applicable to broadcast television licenses generally.

(b) Except as set forth in Schedule 1.1(a), there are no applications, complaints or proceedings pending or threatened before the FCC relating to the operation of the Station, other than proceedings affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station. The Station is operating at least at 90% of its full authorized power.

(c) Except as set forth in Schedule 5.4(c), Seller has operated the Station in compliance with the Communications Act and the terms of the FCC Licenses in all material respects, and has timely filed (in all material respects) all registrations and reports required to have been filed with the FCC, and have paid all FCC regulatory fees due in respect to the Station and have completed the construction of all facilities or changes contemplated by any of the FCC Licenses or construction permits issued to the Station. Except as set forth in Schedule 5.4(c), there are no applications, petitions, proceedings, or other actions or, to the knowledge of Seller, complaints or investigations, pending or, to the knowledge of Seller, threatened before the FCC relating to the Station, other than proceedings affecting broadcast television stations generally. Seller has not entered into a tolling agreement or otherwise waived any statute of limitations during which the FCC may assess any fine or forfeiture or take any other action or agreed to any extension of time with respect to any FCC investigation or proceeding.

(d) Seller is qualified under the Communications Act to assign the FCC Licenses to Buyer. To the knowledge of Seller, and except as set forth on Schedule 5.4 (c), there is no fact or circumstance relating to the Station or Seller or any of its Affiliates that would cause

the FCC to deny the FCC Application. Except as set forth in Schedule 5.4(c), Seller has no reason to believe that the FCC Application might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Seller's operation of the Station.

(e) Schedule 5.4(e) hereto contains a list, including channel positions, for the Station showing the carriage (or non-carriage) of the Station by (i) the cable television systems serving its local television market (as defined in Section 76.55 of the FCC Rules), (ii) satellite carriers providing local-into-local television service (as defined in Section 76.66 of the FCC Rules), and (iii) other multi-channel video programming distributors serving its local television market (collectively "MVPDs"). Schedule 5.4(e) also identifies the channel position of the Station on the MVPD's system. Buyer has been provided true, correct, and complete copies of all Assumed Contracts (including retransmission consent or copyright indemnification agreements) with the MVPDs listed in Schedule 5.4(e) with respect to the Station ("MVPD Agreements"). Seller makes no warranties or representations regarding the continued carriage of the Station under any retransmission consent agreement after Closing.

Section 5.5. Title to and Condition of Tangible Personal Property. Schedule 1.1(b) hereto contains a list of the material Tangible Personal Property owned by Seller that will be conveyed to Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. All of the items of Tangible Personal Property are in serviceable operating condition and repair. Buyer's engineer has inspected the material Tangible Personal Property used in the operation of the Station (the "Inspection"). The Tangible Personal Property shall be conveyed to Buyer in "as is, where is" condition at Closing so long as the Tangible Personal Property is in substantially the same condition (or better) as such item was at the time of Inspection.

Section 5.6. Intangible Property. The Station Assets include all material Intangible Property, including rights in and to call letters, domain names and other intellectual property, used in the operation of the Station Assets. The Intangible Property does not infringe on the rights of any third party. To Seller's knowledge no third party has materially infringed or is materially infringing on any of the Intangible Property. Seller has received no notice of any material claims, demands or proceedings pending by any third party challenging Seller's right to use any of the Intangible Property or that any Intangible Property or any services provided or process used by Seller conflict with, infringe or otherwise violate the material rights of third parties. Seller has not received any notice that any of the owned Intangible Property is the subject of an outstanding judicial or administrative finding, opinion or office action materially restricting the use thereof by Seller or has it been adjudged invalid, unenforceable or unregistrable in whole or in part.

Section 5.7. Compliance With Laws. To Seller's knowledge, Seller has operated and is operating the Station in material compliance with all laws, regulations and governmental orders applicable to the operation of the Station Assets. Except as listed in Schedule 5.4(c), Seller has not received any notice asserting any noncompliance with any applicable statute, rule or regulation, in connection with the operation of the Station Assets, and, to Seller's knowledge, no investigation is pending or threatened regarding any such matter.

Section 5.8. Taxes. Seller has filed all federal, state, local and foreign income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid with respect to the Station.

Section 5.9. Absence of Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby or the Station Assets, nor, to Seller's knowledge, is there any basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

Section 5.10. Bankruptcy. No insolvency proceedings of any character, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

Section 5.11. Brokers. Except for Jose A. Rodriguez d/b/a Rodriguez Advisors, whose fee will be paid by Seller, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

Section 5.12. Employees. Seller is not a party or subject to any labor union or collective bargaining agreements. Seller, in the operation of the Station, has complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, collective bargaining, occupational safety, discrimination, and the payment of social security and other payroll-related taxes, and it has not received any notice alleging that it has failed to comply in any material respect with any such laws, rules or regulations. No labor union or other collective bargaining representative represents or, to the knowledge of Seller, claims to represent any of the employees of the Station. To the knowledge of Seller, there is no effort being made to organize the employees or any group of employees of the Station for purposes of collective bargaining. Seller acknowledges and agrees that Buyer has no obligation to offer employment to any employee of Seller or the Station or any post-closing liability with respect to any such employee or for any such employee's benefits of any kind or nature, except to the extent that Buyer offers employment to any such employee and then only from and after the time at which such offer shall have been extended, and accepted by such employee, and subject to the terms and conditions thereof.

ARTICLE 6 COVENANTS

Section 6.1. Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall:

(a) maintain the FCC Licenses, and operate the Station in compliance with FCC rules;

(b) except for any changes occasioned by Seller's participation in the Incentive Auction, operate the Station in the ordinary course of business consistent with past practice;

(c) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of any of the Station Assets without written permission from Buyer unless and until those assets are replaced in the ordinary course of business consistent with past Seller practices with assets of equal or greater value;

(d) maintain the Tangible Personal Property in its current condition consistent with industry practice and in compliance with FCC rules and other requirements (reasonable wear and tear in ordinary usage excepted);

(e) use commercially reasonable efforts to obtain consent to assign each Assumed Contract to Buyer and to timely renew each Assumed Contract in the ordinary course of business;

(f) furnish Buyer with access to the Station during normal business hours, at times mutually agreeable to Buyer and Seller; and

(g) not, without the prior written consent of Buyer, sell, lease, or transfer, or agree to sell, lease, or transfer, any of the Station Assets and, in such case, not without replacement thereof with an asset of equivalent kind and condition, nor create any new Lien on the Station Assets other than Permitted Liens and Liens arising pursuant to, and in accordance with the terms of, this Agreement.

Section 6.2. Buyer's General Covenants. Buyer covenants and agrees that between the date hereof and the Closing, Buyer shall:

(a) maintain its qualifications to be the licensee of the Station as set forth in Section 5.5 above, and the accuracy of the other Representations and Warranties of Buyer set forth in Article 5 herein; and

(b) unless doing so would be a Prohibited Communication, notify the Seller promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing.

ARTICLE 7 JOINT COVENANTS

Seller and Buyer hereby covenant and agree that between the date hereof and the Closing:

Section 7.1. Cooperation. Each party shall cooperate fully with one another in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third party) necessary to accomplish the transactions contemplated by this Agreement, including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

Section 7.2. Control of Station. Subject to the LMA, Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Stations prior to Closing. Consistent with the Communications Act and the rules and regulations of the FCC, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

Section 7.3. Confidentiality/Publicity. All press releases and other announcements, whether written or oral, to be made by either party with respect to the transactions contemplated by this Agreement, shall be subject to the agreement of the parties prior to the dissemination thereof; provided, however, that either party may make any announcement or disclosure required by applicable law. Subject to the foregoing, all information, data and materials furnished or to be furnished to either party with respect to the other party in connection with this transaction or pursuant to this Agreement is to be maintained by the other in a confidential manner. Each party agrees that prior to Closing (a) it shall not disclose or otherwise make available, at any time, any such information, data or material to any person who does not have a confidential relationship with such party; (b) it shall protect such information, data and material with a high degree of care to prevent the disclosure thereof; and (c) if, for any reason, this transaction is not consummated, all information, data or material concerning the other party obtained by such party shall be kept confidential by such party, and all copies thereof, will be returned to the other party or destroyed.

ARTICLE 8 CONDITIONS OF CLOSING BY SELLER

Section 8.1. Seller's Closing Conditions. The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed in all material respects.

(b) The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect.

(c) Seller shall have received from the FCC payment for sale of Channel 24 over-the-air broadcast rights in the Incentive Auction.

(d) Buyer shall have made each of the deliveries contemplated by Section 12.2 hereof.

ARTICLE 9 CONDITIONS OF CLOSING BY BUYER

Section 9.1. Buyer's Closing Conditions. The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects.

(b) The FCC Consent shall have been obtained, shall be in full force and effect, and shall have become a Final Order as defined in Article 11 (unless waived by Buyer), and no court or governmental order prohibiting the Closing shall be in effect.

(c) Seller shall have made each of the deliveries contemplated by Section 12.1 hereof.

ARTICLE 10 THE CLOSING

Subject to satisfaction or waiver of the conditions set forth in Articles 8 and 9 above, consummation of the sale of the Station Assets under this Agreement (the “Closing”) shall occur on a date (the “Closing Date”) mutually agreed upon by the parties which date shall be within ten (10) business days after the last to occur of (i) FCC grants its consent to assignment of the FCC Licenses to Buyer (the “FCC Consent”), and (ii) the date all closing conditions of Buyer and Seller set forth in Sections 8 and 9, have been satisfied or waived. Buyer may, in its sole discretion, delay the Closing Date until ten (10) business days after the FCC Consent shall have become a Final Order (as defined below). The Closing shall be held at a place mutually agreed upon by the parties, subject to satisfaction or waiver of the conditions to the Closing contained herein, but in no instance shall the Closing occur prior to grant of FCC Consent. “Final Order” means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC’s action is pending or in effect, and the deadline for filing any such appeal or request has passed.

ARTICLE 11 EXPENSES

Each party shall be responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that filing fees with respect to the FCC Application shall be shared equally by Seller and Buyer.

ARTICLE 12 DELIVERIES AT CLOSING

Section 12.1. Seller’s Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) if required, the consent of any counterparty under any Assumed Contract to the assignment of such Assumed Contract to Buyer marked with an (*) as needing consent on Schedule 1.1(c); and

(b) such bills of sale, assignment of FCC Licenses, Assignment and Assumption of Assumed Contracts, Assignment of Intangible Property, and any other documents of title and other instruments of conveyance, assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Station Assets to Buyer, free and clear of liens, except for liens for taxes not yet due and payable.

Section 12.2. Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) such documents and instruments of assumption as may reasonably be requested by Seller for Buyer to assume the Station Assets; and

(b) the Purchase Price.

ARTICLE 13 SURVIVAL; INDEMNIFICATION.

Section 13.1. Survival. The indemnification obligations of Seller contained in Section 13.2(a)(ii) and Buyer under Sections 13.2(b)(ii) and 13.2(b)(iii) hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, shall survive for twelve (12) months after the Closing, provided, however, that Claims made under this Article 13 that relate to Buyer's or Seller's Damages (as defined below) for which timely written notice is given by the indemnified party to the indemnifying party prior to expiration of this survival period, shall survive until resolved.

Section 13.2. Indemnification.

(a) From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Buyer's Damages") incurred by Buyer arising out of or resulting from: (i) any failure by Seller to perform any covenant or agreement contained in this Agreement; and (ii) any misrepresentation or breach by Seller of a representation or warranty made by Seller in this Agreement; provided, however, that such indemnification shall only be made if Buyer's Damages (exclusive of attorney's fees and expenses, and court costs) exceed \$10,000.00, and then shall be limited to only the extent of such excess up to twenty percent (20%) of the Purchase Price.

(b) From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Seller's Damages") incurred by Seller arising out of or resulting from: (i) any failure by Buyer to perform any covenant or agreement contained in this Agreement; (ii) any misrepresentation or breach by Buyer of a representation or warranty made by Buyer in this Agreement ;(iii) the failure of Buyer to perform and discharge the Assumed Obligations; and (iv) the business or operation of the Station Assets after the Closing.

Section 13.3. Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a “Claim”), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party’s right to indemnification and the indemnifying party’s obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby materially prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose such claim, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing (subject to, and not in prejudice of, any claim that Buyer may have against Seller).

(c) Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim; (ii) the indemnifying party shall not, without the indemnified party’s written consent, settle or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

ARTICLE 14 TERMINATION

Section 14.1. Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written consent of Seller and Buyer;

(b) by written notice of one party to the other, if the other party fails to diligently prosecute the FCC Application or to maintain its qualifications to be an FCC licensee;

(c) by written notice of Seller to Buyer, or Buyer to Seller, if the FCC designates the FCC Application for hearing by a written action or denies the FCC Assignment Application;

(d) by written notice of Seller to Buyer, if the Closing shall not have been consummated on or before the date which is twelve (12) months after the filing of the FCC Assignment Application due to no fault of Seller, and if Seller is not then in default hereunder; or

(e) by written notice from the non-breaching party to the breaching party on the occurrence of any uncured breach of this Agreement; provided that the non-breaching party may not terminate this Agreement pursuant to this Section 14.1(e) if the non-breaching party is in material breach of this Agreement.

Section 14.2. Cure Periods. Except for termination under Sections 14.1(a), 14.1(c) or 14.1(d), no termination shall be effective unless and until the breaching party has received at least fifteen (15) days written notice from the non-breaching party specifying the nature of the breach, and the breaching party has not remedied the same within fifteen (15) days following receipt of such notice or, if the issue cannot reasonably be remedied within such fifteen (15) day period, then, within a reasonable amount of time provided that, in such circumstance, the breaching party has undertaken reasonable measure to remedy the breach within fifteen (15) days after receipt of written notice of the breach.

Section 14.3. Damages upon Termination/Specific Performance.

(a) The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement occurring prior to the date of termination.

(b) Buyer and Seller shall have no liability to the other for any termination of this Agreement under Sections 14.1(a) or 14.1(c); provided, however, that the Channel Sharing Agreement shall remain in effect in accordance with its terms.

(c) If this Agreement could be terminated pursuant to Sections 14.1(b), the non-breaching/non-defaulting party may, as an alternative to termination of this Agreement, bring an action for specific performance by the breaching/defaulting party, each party hereby acknowledging that that monetary damages would not be sufficient to compensate the non-breaching party under such circumstances because the Station is a unique asset not readily obtainable on the open market. If any action is brought to enforce this Agreement, breaching party shall waive the defense that there is an adequate remedy at law. The prevailing party in any litigation under this Agreement shall be entitled to receive from the non-prevailing party all court costs, attorney's fees and other out-of-pocket expenses incurred by the prevailing party in enforcing or defending its rights under this Agreement.

ARTICLE 15
MISCELLANEOUS PROVISIONS

Section 15.1. Assignment. Except as set forth in Section 15.14, neither party may assign any of its rights or obligations under this Agreement without the express prior written consent of the non-assigning party which consent shall not be unreasonably withheld, however

the assigning party shall require the assignee to assume this Agreement in a writing delivered to the other party hereto.

Section 15.2. Amendments. No amendment to, or waiver of compliance with, any provision or condition 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 any waiver or amendment is sought.

Section 15.3. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

Section 15.4. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other jurisdiction.

Section 15.5. Arbitration; Choice of Jurisdiction. If a controversy should arise in the performance, interpretation, application or breach of this Agreement (other than one in which the sole relief sought is an equitable remedy such as an injunction or specific performance), both parties hereto shall be bound to resolve such controversy through binding arbitration in accordance with the following provisions. The number of arbitrators shall be three, each party having the right to appoint one arbitrator, who shall together then appoint a third arbitrator. Each arbitrator shall be independent and disinterested of either party and shall be familiar with and have direct experience in the television broadcast industry. Each arbitrator need not be a professional arbitrator and persons such as lawyers shall be acceptable. If the parties cannot agree within fifteen (15) business days from the service of such notice upon the selection of any such arbitrator, an arbitrator shall be selected or designated by the American Arbitration Association. Before undertaking to resolve a dispute, each arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. Arbitration of such controversy shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association (which rules are deemed to be incorporated herein by this reference) and the decision and award of the arbitrators so selected shall be binding upon the parties. The arbitration shall be held in Los Angeles, California. The cost of any such arbitration shall be shared equally by the parties, provided that the arbitrators shall be authorized to enter as part of the award to any party an amount equal to such party's attorney's fees and other costs related to the arbitration. Except as provided by the arbitrators, each party shall pay its own costs incurred as a result of its participation in any such arbitration. The provisions of this paragraph shall not affect any party's right to terminate this Agreement. Except as specifically provided in this paragraph, any arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not make any ruling, finding or award that does not conform to the terms of this Agreement. The parties hereby expressly waive any right of appeal to any court having jurisdiction on any question of fact or law that has been decided by arbitration between the parties in accordance with these provisions. The arbitration orders and decisions shall be enforceable in, and judgment upon any award

rendered in an arbitration proceeding in accordance with the provisions hereof may be confirmed and entered by any court of competent jurisdiction.

Section 15.6. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the next business day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

If to Seller:

Hero Broadcasting, LLC
ATTN: Mr. Robert Behar
14450 Commerce Way
Miami Lakes, FL 33016

with a copy (which shall not by itself constitute notice) to:

Fletcher, Heald & Hildreth, PLC
ATTN: Paul J. Feldman, Esq.
1300 North 17th Street, Suite 1100
Arlington, VA 22209

If to Buyer:

Meruelo Television, LLC
ATTN: President
4975 West Pico Boulevard
Los Angeles, CA 90019

with a copy (which shall not by itself constitute notice) to:

Meruelo Television, LLC
ATTN: General Counsel
9550 Firestone Boulevard, Suite 105
Downey, CA 90241

Section 15.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon each of the parties hereto notwithstanding the fact that all parties are not signatory to the original or the same counterpart. For purposes of this Agreement, facsimile and pdf signatures shall be deemed originals.

Section 15.8. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the

parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 15.9. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, 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, unless such construction would alter the fundamental purposes of this Agreement.

Section 15.10. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

Section 15.11. Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” All references herein to Articles, Section, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

Section 15.12. Attorneys’ Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in arbitration or litigation brought by either party, the prevailing party in such arbitration or litigation shall be entitled, in addition to other relief ordered by the arbitrators or Court, to reasonable attorneys’ fees and costs.

Section 15.13. Further Assurances. After the Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

Section 15.14. Section 1031 Exchange. Subject to the terms and conditions set forth herein, Buyer may elect to structure the acquisition of the Station Assets under this Agreement as an exchange for Buyer’s assets relinquished to the FCC in connection with Auction 1001, to qualify as a transaction classified as a like-kind exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended (the “Code”). Seller shall cooperate with all reasonable requests of Buyer (and a qualified intermediary, if applicable) in arranging and effecting the like-kind exchange as one which qualifies under Section 1031 of the Code; provided, however, that Seller shall not incur any tax disadvantage as a result of its cooperation and the Closing shall not be materially delayed. Seller shall in no event be responsible for Buyer’s failure to obtain Section 1031 treatment with respect to the disposition of the Station Assets. Buyer agrees to indemnify and hold harmless Seller from and against all costs, taxes and expenses arising from Buyer’s election to effect the acquisition of the Station Assets as a like-kind exchange.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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

SELLER: **HERO BROADCASTING, LLC**

By: 
Robert Behar, President

BUYER: **MERUELO TELEVISION, LLC**

By: _____
Name:
Title:

Table of Schedules

- 1.1(a) Licenses, Permits and Authorizations
- 1.1(b) Tangible Personal Property
- 1.1(c) Assumed Contracts
- 5.4(e) MVPD Carriage

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

SELLER: HERO BROADCASTING, LLC

By: _____
Robert Behar, President

BUYER: MERUELO TELEVISION, LLC

By: _____
Name: _____
Title: _____

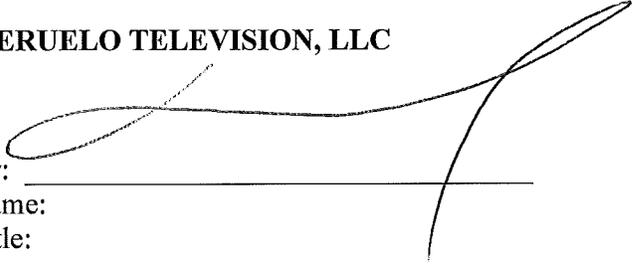


Table of Schedules

- 1.1(a) Licenses, Permits and Authorizations
- 1.1(b) Tangible Personal Property
- 1.1(c) Assumed Contracts
- 5.4(e) MVPD Carriage

Table of Schedules

1.1(a)	Licenses, Permits and Authorizations
1.1(b)	Tangible Personal Property
1.1(c)	Assumed Contracts
5.4(c)	Exceptions to Seller Compliance
5.4(e)	MVPD Carriage

Schedule 1.1(a)

Licenses, Permits and Authorizations

Station Call Sign:	KBEH
Facility ID No.:	56384
Community of License:	Oxnard, CA
Channel:	Virtual Channel 63, RF Channel 24
Most Recent Renewal File No.:	BRC DT-20140731ACH, granted on 1/5/15
License Expiration:	12/01/2022
Pending Construction Permit(s) File No(s).:	None.
Auxiliary License(s):	None.

Schedule 1.1(b)

Tangible Personal Property

G/L Asset Account	Asset Number	Date Acquired
Technical Equipment	379	4/11/2008
Office Furniture & Equipment	267	4/11/2008
Office Furniture & Equipment	268	4/11/2008
Office Furniture & Equipment	272	4/11/2008
Office Furniture & Equipment	279	4/11/2008
Technical Equipment	439	4/11/2008
Technical Equipment	545	4/11/2008
Technical Equipment	547	4/11/2008
Technical Equipment	1	4/23/2008
Technical Equipment	662	9/1/2009
Technical Equipment	663	9/3/2009
Technical Equipment	664	9/3/2009
Technical Equipment	665	9/3/2009
Technical Equipment	724	8/1/2010
Technical Equipment	723	8/6/2010
Technical Equipment	730	9/3/2010
Technical Equipment	731	9/3/2010
Technical Equipment	726	10/1/2010
Technical Equipment	727	10/1/2010
Technical Equipment	729	10/1/2010
Technical Equipment	734	10/5/2010

Schedule 1.1(c)

Assumed Contracts

1. December 5, 2014 Hero Letter Consent for Time Warner Carriage of KBEH Multicast signal.
2. Carriage Agreement dated December 29, 2010 between Hero Broadcasting, LLC and CoxCom, Inc., as amended on January 1, 2015.
3. Retransmission Consent Agreement dated February 2016, between Hero Licenseco, LLC and Citizens Telecom Services Company, LLC d/b/a Frontier Communications.

Schedule 5.4(c)

Exceptions to Seller Compliance

NONE.

Schedule 5.4(e)

MVPD Matters

**STATION CARRIAGE REPORT - PART 1
KBEH - LOS ANGELES, CA**

Nielsen FOCUS
Data as of: 02/15/2017

3/6/2017 14:33

DMA Name	HE ID	HE Name	HE Location	HE Total Subs	HE Num of Indep Broadcast	HE Type	Net / Stn Call Letters
LOS ANGELES	CA04397	CHARTER SPECTRUM-SAN GABRIE	EL MONTE	18,852	18	CABLE	KBEH
LOS ANGELES	CA04420	CHARTER COMMUNICATIONS	LONG BEACH	69,986	21	CABLE	KBEH
LOS ANGELES	CA04430	CHARTER COMMUNICATIONS	LENDALE	93,000	21	CABLE	KBEH
LOS ANGELES	CA04433	CHARTER SPECTRUM - BEACH CI	MANHATTAN BEACH	20,522	18	CABLE	KBEH
LOS ANGELES	CA04434	CHARTER SPECTRUM - ANTELOPE	PALMDALE	63,731	18	CABLE	KBEH
LOS ANGELES	CA04436	COX CABLE COMMUNICATIONS	RANCHO PALOS VERDES	31,362	22	CABLE	KBEH
LOS ANGELES	CA04440	CHARTER SPECTRUM	TUJUNGA	25,534	16	CABLE	KBEH
LOS ANGELES	CA04462	COX CABLE COMM-ORANGE CNTY	ALISO VIEJO	133,016	22	CABLE	KBEH
LOS ANGELES	CA04467	CHARTER SPECTRUM - DESERT C	BANNING	8,589	16	CABLE	KBEH
LOS ANGELES	CA04475	CHARTER COMMUNICATIONS	BIG BEAR LAKE	10,239	21	CABLE	KBEH
LOS ANGELES	CA04479	CHARTER COMMUNICATIONS	VICTORVILLE	65,200	21	CABLE	KBEH
LOS ANGELES	CA04480	CHARTER COMMUNICATIONS	SAN BERNARDINO	39,000	21	CABLE	KBEH
LOS ANGELES	CA04482	CHARTER SPECTRUM	YUCCA VALLEY	7,926	15	CABLE	KBEH
SAN DIEGO	CA04486	COX COMMUNICATIONS-SOUTH	SAN DIEGO	420,933	6	CABLE	KBEH
SANTABARBRA-SANMAR-SANLUOB	CA04494	COX CABLE-GOLETA	SANTA BARBARA	66,358	6	CABLE	KBEH
LOS ANGELES	CA04507	CHARTER SPECTRUM	SIMI VALLEY	31,915	18	CABLE	KBEH
LOS ANGELES	CA04515	CHARTER COMMUNICATIONS	VENTURA	8,600	21	CABLE	KBEH
LOS ANGELES	CA04518	CHARTER SPECTRUM-MOORPARK	OJAI	21,323	18	CABLE	KBEH
LOS ANGELES	CA04523	CHARTER COMM-MALIBU	CORRAL CANYON	9,215	21	CABLE	KBEH
LOS ANGELES	CA04529	COX CABLE COMM-ORANGE CNTY	IRVINE	95,915	22	CABLE	KBEH
LOS ANGELES	CA04530	CHARTER COMMUNICATIONS	WHITTIER	15,000	21	CABLE	KBEH
LOS ANGELES	CA04539	CHARTER SPECTRUM	SEAL BEACH	10,014	18	CABLE	KBEH
LOS ANGELES	CA04540	CHARTER SPECTRUM	NEWPORT BEACH	23,310	18	CABLE	KBEH
LOS ANGELES	CA04541	CHARTER SPECTRUM	HEMET	54,863	19	CABLE	KBEH
LOS ANGELES	CA04547	CHARTER SPECTRUM	CANYON COUNTRY	22,240	16	CABLE	KBEH
LOS ANGELES	CA04549	CHARTER SPECTRUM-SANTA CLAR	NEWHALL	32,147	17	CABLE	KBEH
LOS ANGELES	CA04555	CHARTER SPECTRUM-WEST LA/SH	WEST LA	80,406	18	CABLE	KBEH
LOS ANGELES	CA04591	CHARTER SPECTRUM	GLENDORA	25,092	18	CABLE	KBEH
LOS ANGELES	CA04600	CHARTER COMMUNICATIONS-M. P	MONTEREY PARK	142,300	21	CABLE	KBEH
LOS ANGELES	CA04626	CHARTER SPECTRUM	CARSON	13,212	16	CABLE	KBEH
LOS ANGELES	CA04661	CHARTER SPECTRUM	PERRIS	34,486	19	CABLE	KBEH
LOS ANGELES	CA04670	CHARTER SPECTRUM	BREA	16,748	17	CABLE	KBEH
LOS ANGELES	CA04690	CHARTER SPECTRUM	RIALTO	38,875	17	CABLE	KBEH
LOS ANGELES	CA04694	CHARTER SPECTRUM	VENTURA	24,940	18	CABLE	KBEH
LOS ANGELES	CA04706	CHARTER SPECTRUM-DIAMOND BA	WALNUT	16,620	18	CABLE	KBEH
LOS ANGELES	CA04718	CHARTER SPECTRUM	REDONDO BEACH	20,994	18	CABLE	KBEH
LOS ANGELES	CA04719	CHARTER SPECTRUM	LAKE ELSINORE	20,330	20	CABLE	KBEH
LOS ANGELES	CA04724	CHARTER SPECTRUM	OXNARD	52,705	18	CABLE	KBEH
LOS ANGELES	CA04728	CHARTER SPECTRUM-LOMA LINDA	ONTARIO	25,114	17	CABLE	KBEH
LOS ANGELES	CA04768	CHARTER COMMUNICATIONS	RIVERSIDE	58,650	21	CABLE	KBEH
LOS ANGELES	CA04794	CHARTER COMMUNICATIONS	PHELAN	340	21	CABLE	KBEH
LOS ANGELES	CA04815	CHARTER COMMUNICATIONS	THOUSAND OAKS	2,959	9	CABLE	KBEH
SAN DIEGO	CA04863	COX COMMUNICATIONS-NORTH	VISTA	157,693	6	CABLE	KBEH
LOS ANGELES	CA04871	CHARTER SPECTRUM	INGLEWOOD	14,526	16	CABLE	KBEH
LOS ANGELES	CA04876	CHARTER SPECTRUM	HUNTINGTON BEACH	85,520	15	CABLE	KBEH
LOS ANGELES	CA04881	CHARTER SPECTRUM	ORANGE	22,311	15	CABLE	KBEH
LOS ANGELES	CA04883	CHARTER SPECTRUM	WESTCHESTER	70,120	16	CABLE	KBEH
LOS ANGELES	CA04885	CHARTER SPECTRUM	ANAHEIM	51,611	17	CABLE	KBEH

**STATION CARRIAGE REPORT - PART 1
KBEH - LOS ANGELES, CA**

Nielsen FOCUS
Data as of: 02/15/2017

DMA Name	HE ID	HE Name	ANLG-CMTY	ANLG-REG	DIG-CMTY	DIG-REG	DIG-UNIQ
			Lineup Channel Position	Lineup Channel Position	Lineup Channel Position	Lineup Channel Position	Lineup Channel Position
LOS ANGELES	CA04397	CHARTER SPECTRUM-SAN GABRIE		63		63	
LOS ANGELES	CA04420	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA04430	CHARTER COMMUNICATIONS			29	29	
LOS ANGELES	CA04433	CHARTER SPECTRUM - BEACH CI		63		63	
LOS ANGELES	CA04434	CHARTER SPECTRUM - ANTELOPE		63		63	
LOS ANGELES	CA04436	COX CABLE COMMUNICATIONS			66	66	
LOS ANGELES	CA04440	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04462	COX CABLE COMM-ORANGE CNTY	26	26	26	26	
LOS ANGELES	CA04467	CHARTER SPECTRUM - DESERT C		63		63	
LOS ANGELES	CA04475	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA04479	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA04480	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA04482	CHARTER SPECTRUM		63		63	
SAN DIEGO	CA04486	COX COMMUNICATIONS-SOUTH				129	
SANTABARBRA-SANMAR-SANLUOB	CA04494	COX CABLE-GOLETA		48		48	
LOS ANGELES	CA04507	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04515	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA04518	CHARTER SPECTRUM-MOORPARK		63		63	
LOS ANGELES	CA04523	CHARTER COMM-MALIBU				29	
LOS ANGELES	CA04529	COX CABLE COMM-ORANGE CNTY	26	26	26	26	
LOS ANGELES	CA04530	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA04539	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04540	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04541	CHARTER SPECTRUM	63	63	63	63	
LOS ANGELES	CA04547	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04549	CHARTER SPECTRUM-SANTA CLAR	63	63	63	63	
LOS ANGELES	CA04555	CHARTER SPECTRUM-WEST LAVSH	63	63	63	63	
LOS ANGELES	CA04591	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04600	CHARTER COMMUNICATIONS-M. P				29	
LOS ANGELES	CA04626	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04661	CHARTER SPECTRUM	63	63	63	63	
LOS ANGELES	CA04670	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04690	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04694	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04706	CHARTER SPECTRUM-DIAMOND BA		63		63	
LOS ANGELES	CA04718	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04719	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04724	CHARTER SPECTRUM		63		63	63
LOS ANGELES	CA04728	CHARTER SPECTRUM-LOMA LINDA		63		63	
LOS ANGELES	CA04768	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA04794	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA04815	CHARTER COMMUNICATIONS		12		12	
SAN DIEGO	CA04863	COX COMMUNICATIONS-NORTH				129	
LOS ANGELES	CA04871	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04876	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04881	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04883	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04885	CHARTER SPECTRUM		63		63	

**STATION CARRIAGE REPORT - PART 1
KBEH - LOS ANGELES, CA**

Nielsen FOCUS
Data as of: 02/15/2017

3/6/2017 14:33

DMA Name	HE ID	HE Name	HE Location	HE Total Subs	HE Num of Indep Broadcast	HE Type	Net / Stn Call Letters
LOS ANGELES	CA04890	CHARTER SPECTRUM - ORANGE C	YORBA LINDA	12,435	18	CABLE	KBEH
LOS ANGELES	CA04906	CHARTER SPECTRUM	SOUTH PASADENA	8,523	17	CABLE	KBEH
LOS ANGELES	CA04908	CHARTER SPECTRUM - ORANGE C	GARDEN GROVE	42,888	16	CABLE	KBEH
LOS ANGELES	CA04909	CHARTER SPECTRUM	POMONA	13,536	18	CABLE	KBEH
LOS ANGELES	CA04912	CHARTER SPECTRUM - W VALLEY	CHATSWORTH	130,000	17	CABLE	KBEH
LOS ANGELES	CA04913	CHARTER SPECTRUM	FULLERTON	16,193	18	CABLE	KBEH
LOS ANGELES	CA04919	CHARTER SPECTRUM-HOLLYWOOD	LOS ANGELES	99,367	16	CABLE	KBEH
LOS ANGELES	CA04939	CHARTER SPECTRUM-EASTLA	EAST LOS ANGELES	11,664	18	CABLE	KBEH
LOS ANGELES	CA04953	CHARTER COMMUNICATIONS	HESPERIA	17,000	21	CABLE	KBEH
LOS ANGELES	CA04956	CHARTER SPECTRUM	COMPTON	23,927	16	CABLE	KBEH
LOS ANGELES	CA04959	CHARTER SPECTRUM-HAWAIIAN G	DOWNEY	44,056	16	CABLE	KBEH
LOS ANGELES	CA04960	CHARTER SPECTRUM	BUENA PARK	16,239	18	CABLE	KBEH
LOS ANGELES	CA04977	CHARTER SPECTRUM	SANTA ANA	20,759	17	CABLE	KBEH
LOS ANGELES	CA04978	CHARTER SPECTRUM	TUSTIN	7,496	15	CABLE	KBEH
LOS ANGELES	CA04980	CHARTER SPECTRUM - SOUTH BA	GARDENA	75,655	18	CABLE	KBEH
LOS ANGELES	CA04984	CHARTER SPECTRUM	CORONA	14,629	16	CABLE	KBEH
LOS ANGELES	CA04986	CHARTER SPECTRUM	LAKEWOOD	10,363	16	CABLE	KBEH
LOS ANGELES	CA12193	FRONTIER COMMUNICATIONS	BEAUMONT	467,688	26	CABLE	KBEH
LOS ANGELES	CA13085	AT&T U-VERSE	LOS ANGELES		12	CABLE	KBEH
LOS ANGELES	CA53114	CHARTER SPECTRUM-HARBOR	WILMINGTON	23,862	16	CABLE	KBEH
LOS ANGELES	CA53168	CHARTER COMMUNICATIONS	ROSAMOND	4,175	21	CABLE	KBEH
LOS ANGELES	CA53198	CHARTER SPECTRUM	HAWAIIAN GARDENS	1,260	16	CABLE	KBEH
LOS ANGELES	CA53368	CHARTER SPECTRUM-SAN GABRIE	HACIENDA HEIGHTS	30,898	18	CABLE	KBEH
LOS ANGELES	CA54148	CHARTER SPECTRUM	COSTA MESA	22,448	16	CABLE	KBEH
LOS ANGELES	CA54435	CHARTER SPECTRUM	CYPRESS	8,881	16	CABLE	KBEH
LOS ANGELES	CA54754	CHARTER SPECTRUM - EAST SF	SAN FERNANDO	109,276	18	CABLE	KBEH
LOS ANGELES	CA54768	CHARTER SPECTRUM	CHINO	15,261	18	CABLE	KBEH
LOS ANGELES	CA54892	CHARTER SPECTRUM	CLAREMONT	4,123	18	CABLE	KBEH
LOS ANGELES	CA55154	CHARTER COMMUNICATIONS	HIDDEN HILLS	522	21	CABLE	KBEH
LOS ANGELES	CA55362	CHARTER SPECTRUM	BELL	1,577	15	CABLE	KBEH
LOS ANGELES	CA55715	CHARTER SPECTRUM-CYPRESS	LA PALMA	2,168	16	CABLE	KBEH
LOS ANGELES	CA55788	CHARTER COMMUNICATIONS	CERRITOS	8,096	21	CABLE	KBEH
LOS ANGELES	CA55803	CHARTER SPECTRUM - CALABASA	VAN NUYS	40,263	18	CABLE	KBEH
LOS ANGELES	CA55804	CHARTER SPECTRUM-CITY/LA	EAGLE ROCK	52,011	18	CABLE	KBEH
LOS ANGELES	CA56010	CHARTER COMM-LOS ANGELES CT	CALABASAS	2,004	21	CABLE	KBEH
LOS ANGELES	CA56015	CHARTER SPECTRUM	ARTESIA	743	16	CABLE	KBEH
LOS ANGELES	CA56663	CHARTER SPECTRUM	MARINA DEL REY	1,409	18	CABLE	KBEH
LOS ANGELES	CA56665	CHARTER SPECTRUM -VAN NUYS	WEST HOLLYWOOD	24,275	18	CABLE	KBEH
LOS ANGELES	CA57271	CHARTER SPECTRUM	REDLANDS	6,099	18	CABLE	KBEH
LOS ANGELES	CA57315	CHARTER SPECTRUM-(S LOS ANG	LOS ANGELES	58,972	16	CABLE	KBEH
LOS ANGELES	CA58822	CHARTER SPECTRUM-CAMARILLO	NEWBURY PARK	62,858	18	CABLE	KBEH
LOS ANGELES	CA59003	CHARTER SPECTRUM HAWAIIAN G	PLACENTIA	6,050	18	CABLE	KBEH
LOS ANGELES	CA59056	CHARTER SPECTRUM	CAMARILLO		18	CABLE	KBEH
LOS ANGELES	CA59088	COMMUNICATION SERVICES	POINT MUGU NAWC	1,391	4	CABLE	KBEH
LOS ANGELES	CA71847	SATELLITE COMMUNICATIONS SERVICE	SANTA MONICA SHORES		8	SMATV	KBEH

STATION CARRIAGE REPORT - PART 1
KBEH - LOS ANGELES, CA

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DMA Name	HE ID	HE Name	ANLG-CMTY	ANLG-REG	DIG-CMTY	DIG-REG	DIG-UNIQ
			Lineup Channel Position				
LOS ANGELES	CA04890	CHARTER SPECTRUM - ORANGE C		63		63	
LOS ANGELES	CA04906	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04908	CHARTER SPECTRUM - ORANGE C		63		63	
LOS ANGELES	CA04909	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04912	CHARTER SPECTRUM - W VALLEY	63	63	63	63	
LOS ANGELES	CA04913	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04919	CHARTER SPECTRUM-HOLLYWOOD		63		63	
LOS ANGELES	CA04939	CHARTER SPECTRUM-EASTLA		63		63	
LOS ANGELES	CA04953	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA04956	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04959	CHARTER SPECTRUM-HAWAIIAN G		63		63	
LOS ANGELES	CA04960	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04977	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04978	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04980	CHARTER SPECTRUM - SOUTH BA	63	63	63	63	
LOS ANGELES	CA04984	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA04986	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA12193	FRONTIER COMMUNICATIONS				27	
LOS ANGELES	CA13085	AT&T U-VERSE				63	
LOS ANGELES	CA53114	CHARTER SPECTRUM-HARBOR		63		63	
LOS ANGELES	CA53168	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA53198	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA53368	CHARTER SPECTRUM-SAN GABRIE		63		63	
LOS ANGELES	CA54148	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA54435	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA54754	CHARTER SPECTRUM - EAST SF		63		63	
LOS ANGELES	CA54768	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA54892	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA55154	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA55362	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA55715	CHARTER SPECTRUM-CYPRESS		63		63	
LOS ANGELES	CA55788	CHARTER COMMUNICATIONS				29	
LOS ANGELES	CA55803	CHARTER SPECTRUM - CALABASA		63		63	
LOS ANGELES	CA55804	CHARTER SPECTRUM-CITY/LA		63		63	
LOS ANGELES	CA56010	CHARTER COMM-LOS ANGELES CT				29	
LOS ANGELES	CA56015	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA56663	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA56665	CHARTER SPECTRUM - VAN NUYS	63	63	63	63	
LOS ANGELES	CA57271	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA57315	CHARTER SPECTRUM-(S LOS ANG		63		63	
LOS ANGELES	CA58822	CHARTER SPECTRUM-CAMARILLO		63		63	
LOS ANGELES	CA59003	CHARTER SPECTRUM HAWAIIAN G		63		63	
LOS ANGELES	CA59056	CHARTER SPECTRUM		63		63	
LOS ANGELES	CA59088	COMMUNICATION SERVICES		3		3	
LOS ANGELES	CA71847	SATELLITE COMMUNICATIONS SERVICE		64			

**STATION CARRIAGE REPORT - PART 2
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KBEH - LOS ANGELES, CA**

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DMA Name	County Name w/ State	HE ID	HE Name	HE Location	HE			HE Num of Indep Broadcas t
					County Subs	HE Total Subs	HE Type	
LOS ANGELES	LOS ANGELES,CA	CA04397	CHARTER SPECTRUM-SAN GABRIE	EL MONTE	18852	18852	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04420	CHARTER COMMUNICATIONS	LONG BEACH	69986	69986	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA04430	CHARTER COMMUNICATIONS	GLENDALE	93000	93000	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA04433	CHARTER SPECTRUM - BEACH CI	MANHATTAN BEACH	20522	20522	CABLE	18
LOS ANGELES	KERN,CA	CA04434	CHARTER SPECTRUM - ANTELOPE	PALMDALE	216	63731	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04434	CHARTER SPECTRUM - ANTELOPE	PALMDALE	63515	63731	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04436	COX CABLE COMMUNICATIONS	RANCHO PALOS VERDES	31362	31362	CABLE	22
LOS ANGELES	LOS ANGELES,CA	CA04440	CHARTER SPECTRUM	TUJUNGA	25534	25534	CABLE	16
LOS ANGELES	ORANGE,CA	CA04462	COX CABLE COMM-ORANGE CNTY	ALISO VIEJO	133016	133016	CABLE	22
LOS ANGELES	RIVERSIDE,CA	CA04467	CHARTER SPECTRUM - DESERT C	BANNING	8589	8589	CABLE	16
LOS ANGELES	SAN BERNARDINO,CA	CA04475	CHARTER COMMUNICATIONS	BIG BEAR LAKE	10239	10239	CABLE	21
LOS ANGELES	SAN BERNARDINO,CA	CA04479	CHARTER COMMUNICATIONS	VICTORVILLE	65200	65200	CABLE	21
LOS ANGELES	SAN BERNARDINO,CA	CA04480	CHARTER COMMUNICATIONS	SAN BERNARDINO	39000	39000	CABLE	21
LOS ANGELES	SAN BERNARDINO,CA	CA04482	CHARTER SPECTRUM	YUCCA VALLEY	7926	7926	CABLE	15
SAN DIEGO	SAN DIEGO,CA	CA04486	COX COMMUNICATIONS-SOUTH	SAN DIEGO	420933	420933	CABLE	6
SANTABARBRA-SANMAR-SANLUOB	SANTA BARBARA,CA	CA04494	COX CABLE-GOLETA	SANTA BARBARA	66358	66358	CABLE	6
LOS ANGELES	VENTURA,CA	CA04507	CHARTER SPECTRUM	SIMI VALLEY	31915	31915	CABLE	18
LOS ANGELES	VENTURA,CA	CA04515	CHARTER COMMUNICATIONS	VENTURA	8600	8600	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA04518	CHARTER SPECTRUM-MOORPARK	OJAI	9742	21323	CABLE	18
LOS ANGELES	VENTURA,CA	CA04518	CHARTER SPECTRUM-MOORPARK	OJAI	11581	21323	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04523	CHARTER COMM-MALIBU	CORRAL CANYON	9215	9215	CABLE	21
LOS ANGELES	ORANGE,CA	CA04529	COX CABLE COMM-ORANGE CNTY	IRVINE	95915	95915	CABLE	22
LOS ANGELES	LOS ANGELES,CA	CA04530	CHARTER COMMUNICATIONS	WHITTIER	15000	15000	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA04539	CHARTER SPECTRUM	SEAL BEACH	5509	10014	CABLE	18
LOS ANGELES	ORANGE,CA	CA04539	CHARTER SPECTRUM	SEAL BEACH	4505	10014	CABLE	18
LOS ANGELES	ORANGE,CA	CA04540	CHARTER SPECTRUM	NEWPORT BEACH	23310	23310	CABLE	18
LOS ANGELES	RIVERSIDE,CA	CA04541	CHARTER SPECTRUM	HEMET	54863	54863	CABLE	19
LOS ANGELES	LOS ANGELES,CA	CA04547	CHARTER SPECTRUM	CANYON COUNTRY	22240	22240	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA04549	CHARTER SPECTRUM-SANTA CLAR	NEWHALL	32147	32147	CABLE	17
LOS ANGELES	LOS ANGELES,CA	CA04555	CHARTER SPECTRUM-WEST LA/SH	WEST LA	80406	80406	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04591	CHARTER SPECTRUM	GLENDORA	25092	25092	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04600	CHARTER COMMUNICATIONS-M. P	MONTEREY PARK	142300	142300	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA04626	CHARTER SPECTRUM	CARSON	13212	13212	CABLE	16
LOS ANGELES	RIVERSIDE,CA	CA04661	CHARTER SPECTRUM	PERRIS	34486	34486	CABLE	19
LOS ANGELES	LOS ANGELES,CA	CA04670	CHARTER SPECTRUM	BREA	1022	16748	CABLE	17
LOS ANGELES	ORANGE,CA	CA04670	CHARTER SPECTRUM	BREA	15726	16748	CABLE	17
LOS ANGELES	RIVERSIDE,CA	CA04690	CHARTER SPECTRUM	RIALTO	874	38875	CABLE	17
LOS ANGELES	SAN BERNARDINO,CA	CA04690	CHARTER SPECTRUM	RIALTO	38001	38875	CABLE	17
LOS ANGELES	VENTURA,CA	CA04694	CHARTER SPECTRUM	VENTURA	24940	24940	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04706	CHARTER SPECTRUM-DIAMOND BA	WALNUT	16620	16620	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04718	CHARTER SPECTRUM	REDONDO BEACH	20994	20994	CABLE	18
LOS ANGELES	RIVERSIDE,CA	CA04719	CHARTER SPECTRUM	LAKE ELSINORE	20330	20330	CABLE	20
LOS ANGELES	VENTURA,CA	CA04724	CHARTER SPECTRUM	OXNARD	52705	52705	CABLE	18
LOS ANGELES	SAN BERNARDINO,CA	CA04728	CHARTER SPECTRUM-LOMA LINDA	ONTARIO	25114	25114	CABLE	17
LOS ANGELES	RIVERSIDE,CA	CA04768	CHARTER COMMUNICATIONS	RIVERSIDE	50725	58650	CABLE	21
LOS ANGELES	SAN BERNARDINO,CA	CA04768	CHARTER COMMUNICATIONS	RIVERSIDE	7925	58650	CABLE	21
LOS ANGELES	SAN BERNARDINO,CA	CA04794	CHARTER COMMUNICATIONS	PHELAN	340	340	CABLE	21
LOS ANGELES	VENTURA,CA	CA04815	CHARTER COMMUNICATIONS	THOUSAND OAKS	2959	2959	CABLE	9

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DMA Name	County Name w/ State	HE ID	HE Name	HE Location	HE		HE Type	HE Num of Indep Broadcas t
					County Subs	HE Total Subs		
SAN DIEGO	SAN DIEGO,CA	CA04863	COX COMMUNICATIONS-NORTH	VISTA	157693	157693	CABLE	6
LOS ANGELES	LOS ANGELES,CA	CA04871	CHARTER SPECTRUM	INGLEWOOD	14526	14526	CABLE	16
LOS ANGELES	ORANGE,CA	CA04876	CHARTER SPECTRUM	HUNTINGTON BEACH	85520	85520	CABLE	15
LOS ANGELES	ORANGE,CA	CA04881	CHARTER SPECTRUM	ORANGE	22311	22311	CABLE	15
LOS ANGELES	LOS ANGELES,CA	CA04883	CHARTER SPECTRUM	WESTCHESTER	70120	70120	CABLE	16
LOS ANGELES	ORANGE,CA	CA04885	CHARTER SPECTRUM	ANAHEIM	51611	51611	CABLE	17
LOS ANGELES	ORANGE,CA	CA04890	CHARTER SPECTRUM - ORANGE C	YORBA LINDA	12435	12435	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04906	CHARTER SPECTRUM	SOUTH PASADENA	8523	8523	CABLE	17
LOS ANGELES	ORANGE,CA	CA04908	CHARTER SPECTRUM - ORANGE C	GARDEN GROVE	42888	42888	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA04909	CHARTER SPECTRUM	POMONA	13536	13536	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04912	CHARTER SPECTRUM - W VALLEY	CHATSWORTH	130000	130000	CABLE	17
LOS ANGELES	ORANGE,CA	CA04913	CHARTER SPECTRUM	FULLERTON	16193	16193	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA04919	CHARTER SPECTRUM-HOLLYWOOD	LOS ANGELES	99367	99367	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA04939	CHARTER SPECTRUM-EASTLA	EAST LOS ANGELES	11664	11664	CABLE	18
LOS ANGELES	SAN BERNARDINO,CA	CA04953	CHARTER COMMUNICATIONS	HESPERIA	17000	17000	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA04956	CHARTER SPECTRUM	COMPTON	23927	23927	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA04959	CHARTER SPECTRUM-HAWAIIAN G	DOWNEY	44056	44056	CABLE	16
LOS ANGELES	ORANGE,CA	CA04960	CHARTER SPECTRUM	BUENA PARK	16239	16239	CABLE	18
LOS ANGELES	ORANGE,CA	CA04977	CHARTER SPECTRUM	SANTA ANA	20759	20759	CABLE	17
LOS ANGELES	ORANGE,CA	CA04978	CHARTER SPECTRUM	TUSTIN	7496	7496	CABLE	15
LOS ANGELES	LOS ANGELES,CA	CA04980	CHARTER SPECTRUM - SOUTH BA	GARDENA	75655	75655	CABLE	18
LOS ANGELES	RIVERSIDE,CA	CA04984	CHARTER SPECTRUM	CORONA	14629	14629	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA04986	CHARTER SPECTRUM	LAKEWOOD	10363	10363	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA12193	FRONTIER COMMUNICATIONS	BEAUMONT	228833	467688	CABLE	26
LOS ANGELES	ORANGE,CA	CA12193	FRONTIER COMMUNICATIONS	BEAUMONT	38356	467688	CABLE	26
LOS ANGELES	RIVERSIDE,CA	CA12193	FRONTIER COMMUNICATIONS	BEAUMONT	90754	467688	CABLE	26
LOS ANGELES	SAN BERNARDINO,CA	CA12193	FRONTIER COMMUNICATIONS	BEAUMONT	80072	467688	CABLE	26
LOS ANGELES	VENTURA,CA	CA12193	FRONTIER COMMUNICATIONS	BEAUMONT	29673	467688	CABLE	26
LOS ANGELES	ESMERALDA,NV	CA13085	AT&T U-VERSE	LOS ANGELES			CABLE	12
LOS ANGELES	INYO,CA	CA13085	AT&T U-VERSE	LOS ANGELES			CABLE	12
LOS ANGELES	KERN,CA	CA13085	AT&T U-VERSE	LOS ANGELES			CABLE	12
LOS ANGELES	LOS ANGELES,CA	CA13085	AT&T U-VERSE	LOS ANGELES			CABLE	12
LOS ANGELES	ORANGE,CA	CA13085	AT&T U-VERSE	LOS ANGELES			CABLE	12
LOS ANGELES	RIVERSIDE,CA	CA13085	AT&T U-VERSE	LOS ANGELES			CABLE	12
LOS ANGELES	SAN BERNARDINO,CA	CA13085	AT&T U-VERSE	LOS ANGELES			CABLE	12
LOS ANGELES	SANTA BARBARA,CA	CA13085	AT&T U-VERSE	LOS ANGELES			CABLE	12
LOS ANGELES	VENTURA,CA	CA13085	AT&T U-VERSE	LOS ANGELES			CABLE	12
LOS ANGELES	LOS ANGELES,CA	CA53114	CHARTER SPECTRUM-HARBOR	WILMINGTON	23862	23862	CABLE	16
LOS ANGELES	KERN,CA	CA53168	CHARTER COMMUNICATIONS	ROSAMOND	4175	4175	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA53198	CHARTER SPECTRUM	HAWAIIAN GARDENS	1260	1260	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA53368	CHARTER SPECTRUM-SAN GABRIE	HACIENDA HEIGHTS	30898	30898	CABLE	18
LOS ANGELES	ORANGE,CA	CA54148	CHARTER SPECTRUM	COSTA MESA	22448	22448	CABLE	16
LOS ANGELES	ORANGE,CA	CA54435	CHARTER SPECTRUM	CYPRESS	8881	8881	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA54754	CHARTER SPECTRUM - EAST SF	SAN FERNANDO	109276	109276	CABLE	18
LOS ANGELES	SAN BERNARDINO,CA	CA54768	CHARTER SPECTRUM	CHINO	15261	15261	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA54892	CHARTER SPECTRUM	CLAREMONT	4123	4123	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA55154	CHARTER COMMUNICATIONS	HIDDEN HILLS	522	522	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA55362	CHARTER SPECTRUM	BELL	1577	1577	CABLE	15

**STATION CARRIAGE REPORT - PART 2
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DMA Name	County Name w/ State	HE ID	HE Name	HE Location	HE		HE Type	HE Num of Indep Broadcas t
					County	HE Total		
LOS ANGELES	ORANGE,CA	CA55715	CHARTER SPECTRUM-CYPRESS	LA PALMA	2168	2168	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA55788	CHARTER COMMUNICATIONS	CERRITOS	8096	8096	CABLE	21
LOS ANGELES	ORANGE,CA	CA55788	CHARTER COMMUNICATIONS	CERRITOS		8096	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA55803	CHARTER SPECTRUM - CALABASA	VAN NUYS	40263	40263	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA55804	CHARTER SPECTRUM-CITY/LA	EAGLE ROCK	52011	52011	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA56010	CHARTER COMM-LOS ANGELES CT	CALABASAS	2004	2004	CABLE	21
LOS ANGELES	LOS ANGELES,CA	CA56015	CHARTER SPECTRUM	ARTESIA	743	743	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA56663	CHARTER SPECTRUM	MARINA DEL REY	1409	1409	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA56665	CHARTER SPECTRUM -VAN NUYS	WEST HOLLYWOOD	24275	24275	CABLE	18
LOS ANGELES	RIVERSIDE,CA	CA57271	CHARTER SPECTRUM	REDLANDS	1952	6099	CABLE	18
LOS ANGELES	SAN BERNARDINO,CA	CA57271	CHARTER SPECTRUM	REDLANDS	4147	6099	CABLE	18
LOS ANGELES	LOS ANGELES,CA	CA57315	CHARTER SPECTRUM-(S LOS ANG	LOS ANGELES	58972	58972	CABLE	16
LOS ANGELES	LOS ANGELES,CA	CA58822	CHARTER SPECTRUM-CAMARILLO	NEWBURY PARK	4510	62858	CABLE	18
LOS ANGELES	VENTURA,CA	CA58822	CHARTER SPECTRUM-CAMARILLO	NEWBURY PARK	58348	62858	CABLE	18
LOS ANGELES	ORANGE,CA	CA59003	CHARTER SPECTRUM HAWAIIAN G	PLACENTIA	6050	6050	CABLE	18
LOS ANGELES	VENTURA,CA	CA59056	CHARTER SPECTRUM	CAMARILLO			CABLE	18
LOS ANGELES	VENTURA,CA	CA59088	COMMUNICATION SERVICES	POINT MUGU NAWC	1391	1391	CABLE	4
LOS ANGELES	LOS ANGELES,CA	CA71847	SATELLITE COMMUNICATIONS SERVICE	SANTA MONICA SHORES			SMATV	8

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Market	Display Channel	Call Letter	Air Channel
DISH NETWORK LOCAL - LOS ANGELES	2	KCBS	43
DISH NETWORK LOCAL - LOS ANGELES	3	KILM	44
DISH NETWORK LOCAL - LOS ANGELES	4	KNBC	36
DISH NETWORK LOCAL - LOS ANGELES	5	KTLA	31
DISH NETWORK LOCAL - LOS ANGELES	6	XPTD	8
DISH NETWORK LOCAL - LOS ANGELES	7	KABC	7
DISH NETWORK LOCAL - LOS ANGELES	9	KCAL	9
DISH NETWORK LOCAL - LOS ANGELES	11	KTTV	11
DISH NETWORK LOCAL - LOS ANGELES	13	KCOP	13
DISH NETWORK LOCAL - LOS ANGELES	18	KSCI	18
DISH NETWORK LOCAL - LOS ANGELES	20	KVME	20
DISH NETWORK LOCAL - LOS ANGELES	22	KWHY	42
DISH NETWORK LOCAL - LOS ANGELES	24	KVCR	26
DISH NETWORK LOCAL - LOS ANGELES	28	KCET	28
DISH NETWORK LOCAL - LOS ANGELES	30	KPXN	38
DISH NETWORK LOCAL - LOS ANGELES	31	KVMD	23
DISH NETWORK LOCAL - LOS ANGELES	34	KMEX	34
DISH NETWORK LOCAL - LOS ANGELES	44	KXLA	51
DISH NETWORK LOCAL - LOS ANGELES	46	KFTR	29
DISH NETWORK LOCAL - LOS ANGELES	50	KOCE	48
DISH NETWORK LOCAL - LOS ANGELES	52	KVEA	39
DISH NETWORK LOCAL - LOS ANGELES	54	KAZA	47
DISH NETWORK LOCAL - LOS ANGELES	56	KDOC	32
DISH NETWORK LOCAL - LOS ANGELES	57	KJLA	49
DISH NETWORK LOCAL - LOS ANGELES	58	KLCS	41
DISH NETWORK LOCAL - LOS ANGELES	62	KRCA	35
DISH NETWORK LOCAL - LOS ANGELES	63	KBEH	24
DISH NETWORK LOCAL - LOS ANGELES	82	XFTV	
DISH NETWORK LOCAL - LOS ANGELES	6306	KABC	7
DISH NETWORK LOCAL - LOS ANGELES	6307	KCBS	43
DISH NETWORK LOCAL - LOS ANGELES	6308	KNBC	36
DISH NETWORK LOCAL - LOS ANGELES	6309	KTTV	11
DISH NETWORK LOCAL - LOS ANGELES	6310	KTLA	31
DISH NETWORK LOCAL - LOS ANGELES	6311	KCAL	9
DISH NETWORK LOCAL - LOS ANGELES	6317	KCOP	13
DISH NETWORK LOCAL - LOS ANGELES	6322	KVEA	39
DISH NETWORK LOCAL - LOS ANGELES	8000	KABC	7
DISH NETWORK LOCAL - LOS ANGELES	8001	KCBS	43
DISH NETWORK LOCAL - LOS ANGELES	8002	KNBC	36
DISH NETWORK LOCAL - LOS ANGELES	8003	KTTV	11
DISH NETWORK LOCAL - LOS ANGELES	8004	KTLA	31
DISH NETWORK LOCAL - LOS ANGELES	8005	KCOP	13
DISH NETWORK LOCAL - LOS ANGELES	8006	KCET	28
DISH NETWORK LOCAL - LOS ANGELES	8007	KCAL	9
DISH NETWORK LOCAL - LOS ANGELES	8008	KMEX	34
DISH NETWORK LOCAL - LOS ANGELES	8009	KVEA	39
DISH NETWORK LOCAL - LOS ANGELES	8010	KFTR	29
DISH NETWORK LOCAL - LOS ANGELES	8011	KAZA	47

DISH NETWORK LOCAL - LOS ANGELES	8012	KLCS	41
DISH NETWORK LOCAL - LOS ANGELES	8013	KOCE	48
DISH NETWORK LOCAL - LOS ANGELES	8014	KVCR	26
DISH NETWORK LOCAL - LOS ANGELES	8015	KBEH	24
DISH NETWORK LOCAL - LOS ANGELES	8016	KRCA	35
DISH NETWORK LOCAL - LOS ANGELES	8017	KSCI	18
DISH NETWORK LOCAL - LOS ANGELES	8018	KDOC	32
DISH NETWORK LOCAL - LOS ANGELES	8019	KILM	44
DISH NETWORK LOCAL - LOS ANGELES	8020	KXLA	51
DISH NETWORK LOCAL - LOS ANGELES	8021	KVMD	23
DISH NETWORK LOCAL - LOS ANGELES	8022	KJLA	49
DISH NETWORK LOCAL - LOS ANGELES	8023	KWHY	42
DISH NETWORK LOCAL - LOS ANGELES	8024	KVME	20
DISH NETWORK LOCAL - LOS ANGELES	8025	KPXN	38
DISH NETWORK LOCAL - LOS ANGELES	8026	XPTD	8

DIRECTV LOCAL - LOS ANGELES	2	KCBS	43
DIRECTV LOCAL - LOS ANGELES	4	KNBC	36
DIRECTV LOCAL - LOS ANGELES	5	KTLA	31
DIRECTV LOCAL - LOS ANGELES	7	KABC	7
DIRECTV LOCAL - LOS ANGELES	9	KCAL	9
DIRECTV LOCAL - LOS ANGELES	11	KTTV	11
DIRECTV LOCAL - LOS ANGELES	13	KCOP	13
DIRECTV LOCAL - LOS ANGELES	18	KSCI	18
DIRECTV LOCAL - LOS ANGELES	20	KVME	20
DIRECTV LOCAL - LOS ANGELES	22	KWHY	42
DIRECTV LOCAL - LOS ANGELES	24	KVCR	26
DIRECTV LOCAL - LOS ANGELES	24	QVCR	26
DIRECTV LOCAL - LOS ANGELES	28	KCET	28
DIRECTV LOCAL - LOS ANGELES	30	KPXN	38
DIRECTV LOCAL - LOS ANGELES	31	KVMD	23
DIRECTV LOCAL - LOS ANGELES	34	KMEX	34
DIRECTV LOCAL - LOS ANGELES	44	KXLA	51
DIRECTV LOCAL - LOS ANGELES	46	KFTR	29
DIRECTV LOCAL - LOS ANGELES	50	KOCE	48
DIRECTV LOCAL - LOS ANGELES	52	KVEA	39
DIRECTV LOCAL - LOS ANGELES	54	KAZA	47
DIRECTV LOCAL - LOS ANGELES	56	KDOC	32
DIRECTV LOCAL - LOS ANGELES	57	KJLA	49
DIRECTV LOCAL - LOS ANGELES	58	KLCS	41
DIRECTV LOCAL - LOS ANGELES	58	NLCS	41
DIRECTV LOCAL - LOS ANGELES	62	KRCA	35
DIRECTV LOCAL - LOS ANGELES	63	KBEH	24
DIRECTV LOCAL - LOS ANGELES	64	KILM	44

Affiliation	Service Name
CBS	KCBS-TV 2.1
IND	KILM 64.1
NBC	KNBC 4.1
CW	KTLA 5.1
IND	KFLA-LD 8.2
ABC	KABC-TV 7.1
IND	KCAL-TV 9.1
FOX	KTTV 11.1
IND	KCOP-TV 13.1
IND	KSCI 18.1
MET	KVME-TV 20.1
IND	KWHY-TV 22.1
PBS	KVCR-DT 24.1
IND	KCET 28.1
ION	KPXN-TV 30.1
IND	KVMD 31.1
UNI	KMEX-DT 34.1
IND	KXLA 44.1
UMA	KFTR-DT 46.1
PBS	KOCE-TV 50.1
TEL	KVEA 52.1
AZA	KAZA-TV 54.1
IND	KDOC-TV 56.1
IND	KJLA 57.1
PBS	KLCS 58.1
ETV	KRCA 62.1
IND	KBEH 63.1
COZ	FETV
ABC	KABC-TV 7.1
CBS	KCBS-TV 2.1
NBC	KNBC 4.1
FOX	KTTV 11.1
CW	KTLA 5.1
IND	KCAL-TV 9.1
IND	KCOP-TV 13.1
TEL	KVEA 52.1
ABC	KABC-TV 7.1
CBS	KCBS-TV 2.1
NBC	KNBC 4.1
FOX	KTTV 11.1
CW	KTLA 5.1
IND	KCOP-TV 13.1
IND	KCET 28.1
IND	KCAL-TV 9.1
UNI	KMEX-DT 34.1
TEL	KVEA 52.1
UMA	KFTR-DT 46.1
AZA	KAZA-TV 54.1

PBS KLCS 58.1
PBS KOCE-TV 50.1
PBS KVCR-DT 24.1
IND KBEH 63.1
ETV KRCA 62.1
IND KSCI 18.1
IND KDOC-TV 56.1
IND KILM 64.1
IND KXLA 44.1
IND KVMD 31.1
IND KJLA 57.1
IND KWHY-TV 22.1
MET KVME-TV 20.1
ION KPXN-TV 30.1
IND KFLA-LD 8.2

CBS KCBS-TV 2.1
NBC KNBC 4.1
CW KTLA 5.1
ABC KABC-TV 7.1
IND KCAL-TV 9.1
FOX KTTV 11.1
IND KCOP-TV 13.1
IND KSCI 18.1
MET KVME-TV 20.1
IND KWHY-TV 22.1
PBS KVCR-DT 24.1
IND KVCR-DT 24.2
IND KCET 28.1
ION KPXN-TV 30.1
IND KVMD 31.1
UNI KMEX-DT 34.1
IND KXLA 44.1
UMA KFTR-DT 46.1
PBS KOCE-TV 50.1
TEL KVEA 52.1
AZA KAZA-TV 54.1
IND KDOC-TV 56.1
IND KJLA 57.1
PBS KLCS 58.1
PBS KLCS 58.2
ETV KRCA 62.1
IND KBEH 63.1
IND KILM 64.1