

JOINT SALES AND SERVICES AGREEMENT

THIS JOINT SALES AND SERVICES AGREEMENT (the “Agreement”) is made and entered into as of [____], 201[___], by and between California TV, LLC, a Delaware limited liability company (“Provider”) and Maxair Media, LLC, a Delaware limited liability company (“Licensee”).

RECITALS:

WHEREAS, Licensee is the licensee of broadcast television station KNVN(TV), Chico, California (the “Station”), and is engaged in the business and operations of the Station (the “Business”);

WHEREAS, Provider is experienced in the management and operation of commercial television broadcasting stations and the sale of time to television advertisers;

WHEREAS, Licensee desires to avail itself of Provider’s experience in the sale of time and to utilize, certain facilities, equipment and personnel of Provider in certain aspects of the Business as provided herein; and

WHEREAS, Provider is willing to provide Licensee with such services, facilities, equipment and personnel as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

Section 1. FACILITIES AND SERVICES PROVIDED BY PROVIDER

Provider agrees to provide to Licensee, at Provider’s sole expense, the following services, facilities, equipment and personnel to support the operation of the Business, subject, however, to Licensee’s right to modify any such service, provided that no such modification shall expand in any material respect the obligations of Provider hereunder:

1.1 Services to be Provided by Provider:

- 1.1.1 Except as expressly provided herein to the contrary, Licensee hereby assigns to Provider the right, and Provider hereby accepts the responsibility to use its best efforts, to market and sell up to fifteen percent (15%) of the weekly advertising time broadcast on the Station. Provider reserves the right at its election to sell all advertising on the Licensee Internet website or any mobile platform maintained by or on behalf of the Station during the initial term and any renewal term. Under no circumstance will advertisers be required to purchase time on the Station or on broadcast television station, KHSL-TV, or any other station, in combination.

- 1.1.2 Provider shall provide to Licensee for broadcast or simulcast on the Station, local news, weather and sports programming on a daily and nightly basis; provided, however, that such news and public affairs programming in the aggregate shall not exceed fifteen percent (15%) (by duration) of the Station's broadcast time per week.

1.2 Office, Studio and Tower Space.

- 1.2.1 Provider shall provide, at its expense, Licensee's employees and agents the free and unfettered right to access and use (i) suitable and sufficient office space, including furnishings, office equipment and computers, (ii) suitable and sufficient studio, editing and master control space, including furnishings and related equipment, and (iii) suitable and sufficient space for a studio transmitter link microwave dish and other associated equipment, in each case at such locations in or near Provider's facility located at 3460 Silverbell Road, Chico, California (the "Studio Building"), in each case (i) - (iii) to include all conveniences and services reasonably necessary to function as KNVN(TV) has in the past, and as may be required by Licensee to conduct its business in a manner and style typical of similarly-situated television stations, as may be mutually acceptable to Licensee and Provider and as Licensee reasonably requires for the conduct of the Business in accordance with applicable requirements of the Communications Act of 1934, as amended, and the rules, regulations and policies of the Federal Communications Commission (the "FCC"), as may be amended from time to time (collectively, the "Act"), so long as the provision of such space and the use of such equipment does not unreasonably interfere with the conduct of Provider's business or operations.
- 1.2.2 Provider shall provide to Licensee and its employees (i) telephone answering, reception services and the use of telephone equipment, and (ii) suitable and sufficient space to permit Licensee to maintain and make available to the public the Station's public inspection file in accordance with applicable requirements of the Act.
- 1.2.3 Without limiting the generality of the foregoing, the Studio Building space and facilities provided to Licensee hereunder shall be suitable and sufficient to house the master control equipment for use by the Station, including all servers, receivers, monitors, cables and any and all other equipment associated with such facility.

- 1.3 Master Control Operations. Provider shall be solely responsible for such personnel at the Studio Building as are required for the operation of master control for the Station in compliance with applicable rules and regulations of the FCC. Notwithstanding the foregoing, Licensee shall maintain requisite control and responsibility over the programming, finances and personnel of its Station.

1.4 Technical Services.

- 1.4.1 Provider shall, periodically upon the specific request of Licensee, inspect the Station's facilities and equipment to insure compliance with the rules and regulations of the FCC and the Federal Aviation Administration, and specifically in accordance with 47 CFR §17.47 and any amended or successor rule, and the local health, environmental and safety codes.
- 1.4.2 Provider shall perform and be responsible for all routine monitoring and maintenance of Licensee's technical equipment and facilities, and, upon Licensee's request, shall assist Licensee with the installation, repair, maintenance, and replacement of Licensee's equipment and facilities. All costs of installing, repairing or replacing Licensee's equipment, other than non-overtime salary or fees of the Provider's engineering personnel who perform the services referenced in this section as needed or requested, shall be borne by Licensee.

1.5 Sales Services.

- 1.5.1 Sales Production. Provider shall provide to Licensee at Provider's expense, all personnel, including account executives, sales managers, and national sales representative, required to sell national, regional and local spot announcements, which announcements shall be broadcast on the Station during the days and at the times set forth on Exhibit A hereto, and Licensee shall not contract for the sale of the Station's time other than under the terms of this Agreement. Provider shall provide at its sole expense, commercial production services to local spot advertisers requiring such services. The rates for the Station's national, regional and local spot advertising shall be established by Licensee by mutual agreement in cooperation and consultation with Provider, based on the relative ratings relationship between the Station and Provider's station in the same market.
- 1.5.2 Standards. All advertising announcements furnished by Provider for broadcast on the Station shall comply with applicable federal, state and local regulations and pertinent governmental policies, including, but not limited to, lottery restrictions, contests, promotions, obscenity and indecency prohibitions, deceptive advertising, false representations or deception of any kind, unfair trade practices, and political broadcasting rules. Provider shall notify Licensee, for Licensee's approval, in advance of the broadcast of any material which promotes or opposes any candidate for public office or any issue to appear on a ballot or takes a position on a controversial issue of public importance. All announcements submitted by Provider for broadcast on the Station shall comply with all applicable FCC rules and standards and Licensee's reasonable standards regarding broadcast practices and commercial acceptability, as may be modified by the FCC and/or Licensee from time to time. No material which is

defamatory, violates any right of, privacy, or infringes on any intellectual property right of another party, will be accepted for broadcast. Provider shall furnish Licensee with all material required to be made available for FCC public inspection file purposes regarding the requests for time by political candidates or the broadcast of controversial issue advertising, including information regarding receipt of any request by or on behalf of a candidate for time and the disposition thereof (whether or not time was furnished and, if so, the terms and conditions thereof), and the names of officers and directors of any sponsor of controversial issue advertising. All material furnished by Provider for broadcast on the Station shall include any and all sponsorship identification announcements as required by the Act, and Provider shall undertake in good faith to determine each instance where such announcements are required. Licensee shall retain the absolute right, in its sole discretion to accept, reject, or require modification of any such announcement(s) or other material submitted by Provider. Licensee shall exercise exclusive editorial control over all programming broadcast by the Station.

- 1.6 Service Standards. Provider shall perform the services required hereunder in a manner that complies in all material respects with the Act, all other applicable laws and regulations and generally accepted broadcast industry practices and standards.
- 1.7 Reports. Provider shall provide to Licensee monthly reports in accordance with the following:
 - 1.7.1 On or before the twentieth (20th) day of each month during the Term of this Agreement, Provider shall furnish Licensee with an accounting reflecting, by name of advertiser, a description of the advertisement(s) run, the frequency and dates the ad(s) ran, the amount charged, any cancellation, and any pre-emption, or make-good.
 - 1.7.2 On or before the twentieth (20th) day of each month during the Term of this Agreement, Provider shall furnish Licensee with financial statements and reports, on an itemized basis, showing a description, and including dates and amounts, reflecting both the costs and expenses incurred by Provider in the course of operating and maintaining the Station.
- 1.8 Licensee shall promptly pay when due all music rights payments to performing rights organizations (such as ASCAP, BMI and SESAC), if any, in connection with the broadcast and/or transmission of all programming on the Station. Provider shall promptly pay when due, all music rights payments (such as synchronization rights and master use rights), if any, in connection with the broadcast and/or transmission of all announcements, including the advertisements, and news and public affairs programming that it produces for the Station.

- 1.9 Prohibition of Joint Negotiation of Retransmission Consent. Notwithstanding anything to the contrary contained herein, Licensee shall not, in retransmission consent negotiations for the Station involving any MVPD, negotiate jointly with any television station licensee in the Chico-Redding DMA (including Provider), unless the other licensee is commonly owned with Licensee.

Section 2. **FACILITIES AND SERVICES PROVIDED BY LICENSEE**

Licensee agrees to provide the following facilities, equipment and personnel to support the operation of the Business:

- 2.1.1 Employees. Licensee shall employ a minimum of one management level and one non- management level employee who shall direct the day-to-day operation of the Station and who shall report, and be accountable, to Licensee.
- 2.1.2 Programming. Licensee shall provide for broadcast on the Station such syndicated and network programming as shall be selected and acquired by Licensee at its sole expense. Licensee shall, in its discretion, exercise reasonable efforts to acquire and schedule programming which will be competitive in audience attractiveness. To allow the Station to further serve the public interest and comply with pertinent requirements, Licensee will also cause children's and local public affairs programming to be aired on the Station at such times that Licensee, in its discretion, shall determine. Licensee shall be responsible for compiling data and filing all required reports for the Station.
- 2.1.3 Service Standards. Licensee shall perform the services required by it hereunder in a manner that complies in all material respects with the Act, all other applicable laws and regulations and generally accepted broadcast industry standards.
- 2.1.4 Care and Enjoyment of the Facilities. Licensee agrees that its use of the Studio Building shall be for operation of the Station in the ordinary course of business in a manner consistent with usual and customary industry practices, and for no other purposes. Licensee shall cause its employees to keep their use of Provider's facilities and equipment in a reasonable state of cleanliness. Licensee assumes all responsibilities for the repair of damages caused by the willful or negligent conduct of its employees or guests. Licensee agrees to cause its employees to observe the reasonable rules and regulations adopted by Provider that also apply to Provider's employee conduct, as such may change from time to time. Use of illegal drugs, alcohol, and tobacco is prohibited in the Studio Building and surrounding property. The parties mutually covenant that neither, by their own acts or of their guests, will do or permit any act on Provider's facilities that may be unlawful, or in any way be objectionable or injurious to the reputation of either party. Further, each party agrees not to do or

cause anything to be done which may be deemed to be unreasonably disturbing to the other.

Section 3. PAYMENTS

During the Term of this Agreement, Provider will pay to Licensee on a monthly basis on or before the 20th day of each month, the payments set forth in Exhibit B hereto. In connection with the calculation of said payments, Licensee shall have the right, upon request, to examine only those books and records of Provider relative to the determination of the amounts used in the calculation of payments as described in Exhibit B.

Section 4. STATION OPERATIONS

Nothing in this Agreement shall confer upon Provider or its employees or agents any right, directly or indirectly, to control, supervise or direct any aspect of the management (including hiring and firing of personnel) and finances, or operation of the Business and such management, operation, and finances, shall be and remain the sole responsibility of, and under the control and direction of, Licensee. In providing the services set forth in this Agreement, Provider shall be an independent contractor. Provider shall not take any action that obligates Licensee to incur any expense or look to Licensee or the Station for reimbursement of any expense incurred by it, including, without limitation, any business expense incurred in connection with the performance of services hereunder, unless Provider obtains from an officer of Licensee the prior written authorization to incur such expense. Notwithstanding any provision in this Agreement to the contrary, Licensee will have sole authority and control over the programming and operations of the Station during the Term of this Agreement and, subject to Provider's obligations hereunder, will bear full responsibility for the Station's compliance with all applicable provisions of the Act and all other applicable laws.

Section 5. TERM OF AGREEMENT

This Agreement shall become effective on the date hereof and shall continue for a term of five (5) years thereafter (the "Initial Term"), unless earlier terminated as otherwise permitted under the provisions of this Agreement; provided, however, that upon notice by either party to the other at any time during the Initial Term of this Agreement the parties shall negotiate, using good faith, for renewal of this Agreement such that the material terms of such renewal must be agreed upon no later than the first day of the sixth month immediately prior to the expiration of the Initial Term. The Initial Term together with a subsequent renewal term, if any, shall be referred herein as the "Term." Nonetheless, Licensee, or Provider, or both, as the case may be, may terminate this Agreement under the following circumstances:

- 5.1 by either Provider or Licensee giving written notice of termination to the other party, if (i) the party seeking to terminate this Agreement is not then in material breach hereof, and (ii) the other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days after receiving notice of such breach from the non-breaching party;
- 5.2 by mutual written consent of the parties;

- 5.3 by either Provider or Licensee giving written notice of termination to the other party if: (i) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review; or (ii) there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and has not been stayed pending an appeal or further administrative review; provided, however, in either case, the parties hereto shall endeavor to negotiate modified terms to the Agreement as set forth in Section 8.7 hereof;
- 5.4 by Provider giving six (6) months' written notice of termination to Licensee, in the event the revenues Provider receives from the sale of time on the Station for any year are not greater than the amounts Provider has been responsible for paying as Provider's Expenses combined with the payments Provider made to Licensee pursuant to the terms of Exhibit B. To be effective, such notice must be made no later than ninety (90) days after the end of the year immediately succeeding that year during which such payments were insufficient; or
- 5.5 by Licensee in the event Provider or any affiliate of Provider makes a general assignment for the benefit of creditors, files, or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of Provider or any affiliate of Provider under any federal or state insolvency law which, if filed against Provider or any affiliate of Provider, has not been dismissed within thirty (30) days thereof.
- 5.6 Notwithstanding anything herein to the contrary, Licensee, in its sole discretion, may terminate this Agreement at any time for material breach of this Agreement.
- 5.7 If this Agreement is terminated for any reason, Licensee may continue to operate the Station from and using Provider's, or its successors', premises and facilities for a period of six (6) months following written notice of termination, or for as long as it reasonably may take Licensee to re-locate, purchase, lease, or construct suitable studio and/ or transmit facilities, whichever is shorter. If Provider elects to continue to provide the services contemplated hereunder during such six-month period, Licensee shall continue to receive the compensation set forth in Exhibit B. If Provider elects to discontinue the provision of such services, Licensee shall not receive any compensation for the remaining six-month period and Licensee shall reimburse Provider on a monthly basis for Provider's reasonable and necessary out-of-pocket expenses incurred by Provider as a result of Licensee's continued use of the Station's facilities. Licensee shall make such payments to Provider within ten (10) days following Licensee's receipt of invoices, receipts and other reasonable evidence of Provider's payment of such expenses. Notwithstanding the foregoing, no expiration or termination of this Agreement shall terminate the obligations of either party hereto, including, without limitation, the obligation to indemnify the other for claims of third parties under Section 6 hereof, or limit or

impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

Section 6. INDEMNIFICATION; INSURANCE

- 6.1 By Provider. Provider shall indemnify and hold Licensee and its officers, directors, stockholders, agents and employees harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to the advertising or other material furnished by Provider for broadcast on the Station, along with any fine or forfeiture imposed by the FCC because of the content of material furnished by Provider or any conduct of Provider and/or its officers, directors, stockholders, employees and agents.
- 6.2 By Licensee. Licensee shall indemnify and hold Provider and its officers, directors, stockholders, agents and employees harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary fights resulting from or relating to the programming or other material furnished by Licensee for broadcast on the Station, along with any fine or forfeiture imposed by the FCC because of the content of material furnished by Licensee or any conduct of Licensee and/or its officers, directors, stockholders, employees and agents.
- 6.3 General. Indemnification shall include all liability, costs and expenses, including counsel fees (at trial and on appeal). The indemnification obligations under this Section 6 shall survive any termination of this Agreement for the applicable statute of limitations, and shall attach to any claim presented or action brought within that time. The obligation of each party to indemnify is conditioned on the receipt of notice from the party making the claim for indemnification in time to allow the defending \party to timely defend against the claim and upon the reasonable cooperation of the claiming party in defending against the claim. The party responsible for indemnification shall select counsel and control the defense, subject to the indemnified party's reasonable approval; provided, however, that no claim may be settled by an indemnifying party without the consent of the indemnified party, and provided further that, if an indemnifying party and a claimant agree on a settlement and the indemnified party rejects the settlement unreasonably; the indemnifying party's liability will be limited to the amount the claimant agreed to accept in settlement.
- 6.4 Insurance. Provider and Licensee shall each carry general public liability and errors and omissions insurance with reputable companies covering their activities under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000) and shall name the other party as an additional insured on such insurance policy to cover programming broadcast while this Agreement is in effect.

Section 7. SERVICES AND FACILITIES UNIQUE

The parties hereto agree that the services and facilities to be provided by each party to the other under this Agreement are unique and that substitutes therefore cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements and obligations hereunder, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

Section 8. MISCELLANEOUS

- 8.1 No Partnership or Joint Venture. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency or relationship or a joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party. Neither party, nor its respective agents, employees, officers, directors, or representatives shall represent to any person, agency, or other entity that Provider and Licensee are parties to any partnership or management agreement, or any similar relationship.
- 8.2 Confidentiality. Each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the Business or the rendering of services hereunder, any secret or confidential information of the other party.
- 8.3 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof.
- 8.4 Entire Agreement: Modification. This Agreement, the exhibits hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Provider and Licensee with respect to the subject matter hereof. No term or provisions hereof may be changed, modified, terminated or discharged (other than in accordance with its terms), in whole or in part, except by writing which is dated and signed by all parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.
- 8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

- 8.6 Captions. The captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.
- 8.7 Unenforceability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules and policies while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties hereto agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement subject to the foregoing.
- 8.8 Arbitration. Any dispute arising out of or related to this Agreement that Licensee and Provider are unable to resolve by themselves shall be settled by arbitration in Atlanta, Georgia by a panel of three arbitrators. Licensee and Provider shall each designate one disinterested arbitrator and the two arbitrators designated shall select the third arbitrator. The persons selected as arbitrators need not be professional arbitrators. 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. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The written decision of a majority of the arbitrators shall be final and binding on the parties hereto. The costs and expenses of the arbitration proceeding shall be assessed between Licensee and Provider in a manner to be decided by a majority of the arbitrators, and the assessment shall be set forth in the decision and award of the arbitrators. Judgment on the award, if it is not paid within thirty (30) days, may be entered in any court having jurisdiction over the matter. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any party hereto against any other party except: (i) an action for specific performance pursuant to Section 7 hereof, (ii) an action to compel arbitration pursuant to this Section, or (iii) an action to enforce the award of the arbitration panel rendered in accordance with this Section. This section shall survive termination of this Agreement.
- 8.9 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement, and any other notice or correspondence given with respect hereto, shall be (a) in writing, (b) delivered by personal

delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Licensee:

Maxair Media, LLC
101 Lauren Lane
Clinton, Mississippi 39056
Attention: Dan Modisett
Phone: (601) 918-1434
Email: danmodisett@comcast.net

and with a copy (which will not constitute notice) to:

Ballard Spahr LLP
999 Peachtree St, NW, Suite 1000
Atlanta, GA 30309
Attention: Stephen Opler
Fax: (678) 420-9301
Phone: (678) 420-9390
Email: oplers@ballardspahr.com

If to Provider:

Robert S. Prather
3282 Northside Parkway
Suite 275
Atlanta, GA 30327
Attention: Robert S. Prather, Jr.
Phone: (404) 583-9200
Email: bob@heartlandtv.com

With a copy to:

MSouth Equity Partners
Two Buckhead Plaza
3050 Peachtree Road, NW, Suite 550
Atlanta, Georgia 30305
Attention: Ryan Leach
Fax: (404) 816-3258
Phone: (404) 816-3255 ext. 105
Email: Rleach@MSouth.com

and with a copy (which will not constitute notice) to:

Sutherland Asbill & Brennan LLP
999 Peachtree St, NW, Suite 2300
Atlanta, GA 30309
Attention: Wade Stribling
Fax: (404)853-8864
Phone: 404.853.8194
Email: Wade.Stribling@sutherland.com

- 8.10 Benefit and Binding Effect. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto. Such consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
- 8.11 Force Majeure. Any delay or interruption in the broadcast operation of the Station, in whole or in part, due to Acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of either party shall not constitute a breach of this Agreement, and neither party shall be liable to the other for any liability or obligation with respect thereto.
- 8.12 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.
- 8.13 Press Release. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party; provided, however, that nothing contained herein shall prevent either party from promptly making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

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In witness whereof, the parties hereto have caused this Joint Sales and Services Agreement to be signed by their respective duly authorized representatives.

LICENSEE:

MAXAIR MEDIA, LLC

By: _____

Name: _____

Title: _____

PROVIDER:

CALIFORNIA TV, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

BROADCAST SCHEDULE

Channel 24.1 – Daily 24 hours a day

Channel 24.2 – Daily 24 hours a day

EXHIBIT B

PAYMENTS

Licensee shall receive one-hundred percent (100%) of the net advertising sales proceeds and a percentage of the net retransmission fees in proportion to the amount of total sales revenue for the Provider ("Net Revenues"). For purposes of calculating the proportion of net retransmission fees, if the total sales for Licensee and Provider combined equal \$10,000, and the portion directly attributed to Licensee is \$2,700, then Licensee would receive twenty-seven percent (27%) of the net retransmission revenue collected by Licensee. Net sales proceeds shall be the net proceeds after deducting all sales commissions and charges.

Licensee shall pay annually to Provider thirty percent (30%) of the net advertising sales proceeds. For purposes of calculating net sales proceeds, Licensee shall deduct the costs of the sales department.

In consideration for the services and facilities to be provided to Licensee by Provider and its personnel pursuant to this agreement, Licensee agrees to pay Provider a monthly fee (the "Services Fee"). The Services Fee shall be \$265,800 for calendar year 2015, and shall be adjusted annually by mutual agreement of Licensee and Provider for each successive calendar year during the Term of this Agreement.

Licensee shall receive a base fee ("Base Fee") from Provider recoupable against the above Net Revenues minus the above Payments annually in the amount specified below divided into equal monthly installments of \$27,083.33 (Twenty-Seven Thousand Eighty-Three Dollars and Thirty-Three Cents).

Annual Base Fee Payments to Licensee

Year	Amount
1	\$325,000
2	\$325,000
3	\$325,000
4	\$325,000
5	\$325,000

On the first of January of each year, the Base Fee amount shall be re-calculated and increased by an amount equal to the lesser of (i) the annual increase in the Bureau of Labor Statistics' Consumer Price Index ("CPI") for all consumer goods and services sold for that year, expressed as a percentage, or (ii) three percent (3%). The Base Fee amount then should be multiplied by such percentage, and added to the prior year's Base Fee amount to determine the new monthly installment amount. (The Bureau of Labor Statistics provides an online tool to assist with such inflation adjustment calculations that can be found at: http://www.bls.gov/data/inflation_calculator.htm)

The above payments of the Base Fee and Net Revenues shall be made within twenty (20) days following the end of each calendar month. The payment year shall be twelve (12) months

starting on the first day of the Initial Term and each successive twelve-month period thereafter (not a calendar year). The Base Fee each month shall be deducted from Net Revenues due in any given month.

All payments required by this Exhibit B shall be made by delivery of checks to Licensee at the address specified in Section 8.9 of this Agreement or by such other method as may be agreed upon by Licensee and Provider.

Any payment that is payable on a Saturday, Sunday or a public holiday shall be made on the next succeeding business day.

Provider shall provide the following services and facilities at its sole expense under Sections 1.1 through 1.4 of the Agreement (the "Provider's Expenses"):

- Accounting and bookkeeping services
- Advertising productions services
- Traffic personnel
- Engineering personnel
- Creative services personnel
- General administrative personnel
- Master control personnel
- Office and studio space and facilities
- News programs
- Community Relations and Public Affairs programming

In the event of termination of this Agreement, the provisions of Section 5 shall apply.