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January 18, 2013

Via Hand Delivery

Ms. Marlene Dortch, Secretary
Federal Communications Commission
The Portals
445 Twelfth Street, SW
Washington, DC 20554

STAMP & RETURN

FILED/ACCEPTED

JAN 18 2013

Federal Communications Commission
Office of the Secretary

Re: Section 73.3613 Filing
Esteem Broadcasting of California LLC
KBVU(DT), Eureka, CA, Facility No. 58618
KCVU(DT), Paradise, CA, Facility No. 58605

Dear Ms. Dortch:

Esteem Broadcasting of California LLC, the licensee of the television broadcast stations listed above, by its attorneys and pursuant to Section 73.3613 of the Commission's rules, hereby submits the enclosed affiliation documents for KBVU and KCVU. Certain proprietary information has been redacted from these documents.

Please direct any questions regarding this filing to Howard Liberman of this firm at 202-842-8876 or to me.

Very truly yours,

Alisa R. Lahey

Alisa R. Lahey

Established 1849

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EXECUTION COPY

FOX BROADCASTING COMPANY

STATION AFFILIATION AGREEMENT

November 12, 2012

Esteem Broadcasting of California LLC
KCVU-TV
300 Main Street
Chico, CA 95928

Attention: General Manager

This agreement (this "Agreement") between Fox Broadcasting Company ("Fox"), on behalf of itself and Fox News Network, L.L.C. ("FNN"), and Esteem Broadcasting of California LLC ("Licensee"), together with its exhibits and attachments, sets forth the terms and conditions for the carriage of Fox programming over the facilities of Licensee's television station KCVU-TV ("Station"), as of the date of consummation of the purchase and acquisition of the Station and the License issued by the FCC (as defined below) for Station (the, "Effective Date"), by Licensee from Sainte Partners II, LP. Licensee shall communicate in writing the Effective Date in advance to Fox.

1. Programming:

(a) Subject to the terms and conditions contained in this Agreement, Fox will deliver to Station programming which Fox makes available to Station for broadcasting solely by means of Standard Television (defined below) in the Chico-Redding designated market area (as defined by Nielsen Media Research, the "DMA"), in which Paradise, CA, the community to which Station is presently licensed by the Federal Communications Commission ("FCC") ("Station's Community"), is located. As used in this Agreement, the terms "program", "programming" and "Fox programming" and any derivations thereof shall mean, unless specifically indicated otherwise, the programming of Fox.

For purposes of this Agreement, and as a material term hereof, "Standard Television" means a free, over-the-air, linear broadcast television signal intended for reception by the general public and transmitted on spectrum assigned by the FCC, including the retransmission of such signal in its entirety by cable systems, satellite systems, telco wireline video providers and other multichannel video programming distributors as defined by the FCC as of January 1, 2012 (each,

an "MVPD" and collectively, "MVPDs") pursuant to the terms of Section 17 of this Agreement. For avoidance of doubt, "Standard Television" shall not include, without limitation, any of the following services or distribution platforms: (i) video-on-demand ("VOD"), pay-per-view, subscription, time-shifted transmission or other service in which any portion of a Standard Television program or signal is provided to viewers for payment or in a manner that is not simultaneous with its free, over-the-air, linear broadcast; (ii) wireless or broadcast distribution to mobile phones or other portable or mobile devices, whether inside or outside the home and without regard to whether simultaneous with its free, over-the-air linear broadcast; (iii) interactive or internet/broadband distribution, including without limitation, Syncbak, or distribution through any other systems network, and "Smart-TV" protocols integrating the Internet/broadband into television sets and/or set-top boxes; or (iv) any other non-television protocol or platform. If, during the Term, the FCC alters, interprets or expands its definition of MVPD to include any of the services or distribution platforms described in (i) through (iv) enumerated above, Licensee may not authorize the retransmission of Fox Programming by such services or distribution platforms without the prior written consent of Fox. Fox may terminate this Agreement on 30 days' prior written notice to Licensee if Licensee breaches the provisions of the foregoing sentence, unless such breach is cured during the 30-day period.

(b) During the Term, the Programming delivered pursuant to Section 1(a) above will also include the Fox Sports National Football League NFC Package (the "NFL Sports Package"), which will consist of (i) those National Football League ("NFL") games that Fox has the rights from the NFL to make available in Station's Community and DMA; and (ii) additional seasonal, sports-related programming, presently contemplated to consist of a one-hour pre-game show (generally to commence at 12:00 P.M., Eastern Time, on Sundays) and two one-hour NFL-produced specials during each football season.

(c) The selection, scheduling, modification, substitution and withdrawal of any Program delivered pursuant to this Section 1(including any Programming of the NFL Sports Package), or any portion thereof, shall at all times remain within Fox's sole discretion and control. Licensee shall not and shall not authorize others to broadcast or otherwise use any Program (or part thereof), any Programming of the NFL Sports Package, or other material delivered by Fox except as specified in this Agreement, and without limiting the foregoing, Station may broadcast Fox Programming only: (i) as scheduled by Fox, (ii) over Station's facilities in Station's Community, and (iii) by Standard Television. Further, without limiting any of Fox's rights, Licensee acknowledges that Station's rights to the NFL Sports Package are subject to and must be exercised consistent with the rights conveyed to Fox by the NFL, as those rights may be conditioned, limited or restricted.

2. Carriage, Preemption:

(a) (1) Licensee agrees to broadcast the Fox Programming, NFL Sports Package and Program-Related Material (as defined below) over Station's facilities, on the dates and at the

times scheduled by Fox, in their entirety and in the form transmitted by Fox, during the Programmed Time Periods and New Programmed Time Periods as scheduled by Fox in accordance with this Agreement (including without limitation, all commercial announcements, Fox identifications, Fox promos and credits). Licensee agrees to broadcast such Programming and Program-Related Material without interruption, deletion, compression, addition, squeezing, alteration or other changes, except for adding Licensee's commercial and public service announcements to the extent permitted by this Agreement. Station must not, in retransmitting the Programming or other content, degrade or otherwise alter the Program's or content's video, audio and other components.

(2) Station will broadcast the digital feed of Fox Programming on Station's primary digital television over-the-air broadcast signal ("DTV channel"), as and in the technical format provided by Fox consistent with the ATSC standards and all Program-Related Material (collectively, the "Network Digital Feed").

As used herein, "Program-Related Material" shall mean the following content, data or information which is transmitted concurrently or substantially concurrently with the Programming and which does not, in the aggregate, require Station to devote more than two (2) Mbps of digital bandwidth to the transmission thereof: (i) closed-captioning information; (ii) program identification codes; (iii) the FCC Redistribution Control Descriptor and other such protection systems; (iv) program ratings information; (v) alternative language feeds related to the programming, including video description if and to the extent required by the FCC; (vi) Nielsen Media Research data; (vii) programming, data and other enhancements related to the programming and network advertisements provided in the Network Digital Feed; (viii) information and/or material agreed upon by a majority (calculated by Nielsen Media Research-defined designated market area percentage) of Fox-affiliated television stations (excluding stations owned and operated by Fox's corporate affiliates); (ix) information and/or material that Fox deems necessary to provide the Network Digital Feed; (x) information and/or material directly associated with specific network commercial advertisements contained in the network programs included in the Network Digital Feed; and (xi) information and/or material designed to promote network programming. In the event that Fox proposes that any Station or Stations carry network ancillary data that is not Program-Related Material, Station agrees to negotiate in good faith with Fox regarding the terms pursuant to which such ancillary data may be carried.

Notwithstanding any other provision of this Agreement, to the extent that a Station is not transmitting a DTV channel as of the date of this Agreement, Fox shall be permitted to offer the Network Digital Feed, together with any Program-Related Material or other material provided by Fox for digital transmission, to any licensee transmitting a DTV channel in Station's DMA.

(3) Without limiting the foregoing provisions of this subsection 2(a), each time, if any, that Station uses Fox's ATSC feed of Fox Programming or Program-Related

Material for Station's DTV Channel, Station must turn on the FCC Redistribution Control Descriptor unless Fox directs otherwise.

(b) Except as noted hereafter, Fox commits to deliver Programming to Station throughout the Term of this Agreement for the "Programmed Time Periods", which are as follows (subject to the Time Zone variations listed below):

Daytime:	7-8 a.m.	Monday through Friday
	9-10 a.m.	Monday through Friday and Sunday
	3-5 p.m.	Monday through Friday
	8 a.m.-12 p.m.	Saturday
Prime Time:	7-10 p.m.	Sunday
	8-10 p.m.	Monday through Saturday
Late Night:	11 p.m.-12 a.m.	Monday through Saturday
	12 a.m.-12:30 a.m.	Saturday
Weekend, All-Star & Post Season Sports (including pre-game and post-game shows):		As scheduled for Station by Fox

For Daytime Programming, the specified times above apply to all Time Zones, unless Fox agrees otherwise. For Programmed Time Periods other than Daytime Programming, the specified times above apply for the Eastern or Pacific Time Zones, and the Mountain and Central Time Zones are one hour earlier.

Fox has suspended providing Fox Programming for the Programmed Time Periods 7-8 a.m. Monday through Friday, 9-10 a.m. Monday through Friday, 3-5 p.m. Monday through Friday, 11 p.m.-12 a.m. Monday through Friday and 8-10 a.m. Saturday. Licensee acknowledges that Fox intends to resume programming those time periods, and upon request, Licensee shall negotiate in good faith an amendment to this Agreement which would require carriage of such programming.

(c) Licensee shall cause Station to broadcast all Programming in the Programmed Time Periods as specified by Fox; provided, however, that Licensee shall be entitled to preempt Fox Programming in the following limited circumstances (each, an "Authorized Preemption"): (i) due to a "force majeure" event in accordance with Paragraph 7 below; (ii) as permitted by Paragraph 11 below; and (iii) in the event of a permitted Programming conflict pursuant to, and within the specific limits of, a commitment expressly set forth on Exhibit A (for non-sports programming) or Exhibit B (for sports programming) to this Agreement (but not including any

extension or renewal of such commitment by option extension or otherwise), to the extent that the program preempted pursuant to the commitment set forth on Exhibit A or Exhibit B, as applicable, is "made good" in the time period specified therein.

Any other preemption or failure to broadcast any Fox Programming is an "Unauthorized Preemption" and without limiting any other rights of Fox under this Agreement or otherwise, if within any 12-month period during the Term of this Agreement, Station makes three or more Unauthorized Preemptions, Fox may, upon 30 days' prior written notice to Licensee, elect to either: (1) terminate Station's right to broadcast any one or more series or other Fox programs, and thereafter license the broadcast rights to the applicable series or other Fox programs to any other television station or stations located in Station's DMA, at Fox's election and to the extent and for the period(s) that Fox elects, or (2) terminate this Agreement.

(d) Without limiting subparagraphs (b) or (c) above, each time that Licensee for any reason fails to (or advises Fox it will not) telecast any Fox Programming as provided for in this Agreement (whether deemed an Authorized Preemption or Unauthorized Preemption under subparagraph (c) above), then upon Fox's request, Licensee shall telecast that Programming (or replacement programming selected by Fox) and the commercial announcements contained in it, in a substitute time period that is within the same Nielsen Media Research broadcast ratings week as, and that is of a quality and rating value as nearly as possible equal to that of, the originally scheduled time period. Licensee shall give Fox at least 72 hours advance notice that it intends not to broadcast any Fox Programming and in such notice shall identify the substitute time period that Licensee selects, which time period shall be subject to Fox's prior approval. Notwithstanding anything to the contrary in this Agreement, if Licensee does not fully comply with the foregoing, then, without limitation to any other rights Fox may have under this Agreement or otherwise, Fox shall have the right to license the broadcast rights to the applicable omitted programming (or replacement programming) to another television station located in Station's DMA. In addition to the foregoing, with respect to programming for broadcast within the New Programmed Time Periods (as defined in subparagraph 2(e) below), Fox will provide Licensee with a minimum of six months' notice for each program addition, and Licensee shall be required to advise Fox within 10 days of receiving notification if Licensee does not wish to televise said programming as scheduled by Fox. If Licensee refuses to broadcast any program within a New Programmed Time Period for any reason other than (i) a program conflict specified in subparagraph 2(e) below, or (ii) those specified in Paragraph 11 below, then Fox shall have the right to terminate this Agreement upon six months' prior notice to Licensee.

(e) Notwithstanding anything to the contrary set forth in subparagraph 2(c) or (d) or in this subparagraph (e), Licensee shall not be obligated to broadcast Fox Programming during New Programmed Time Periods (as hereinafter defined) unless and until the FCC eliminates, or modifies to reduce the regulatory constraints of, Section 73.658(d) of its rules. In the event the FCC rules are so eliminated or modified, Licensee shall broadcast over Station's facilities all Fox Programming to be offered during time periods that are not specified in subparagraph 2(b) above

as a Programmed Time Period ("New Programmed Time Periods") upon six months' prior notice to Licensee by Fox. Furthermore, in the event the FCC rules are so eliminated or modified, if Licensee has entered into any agreement(s) prior to an announcement by Fox to program a specific time period and the agreement(s) is (are) for syndicated programming that Licensee is required by the terms of the agreement(s) to broadcast during a New Programmed Time Period, then Licensee shall not be required to broadcast the new Fox Programming within the same time period, and the provisions of subparagraph 2(d) of this Agreement shall govern; provided, however, in any such instance(s) Licensee agrees not to renew or otherwise extend its rights to broadcast such conflicting programming within a New Programmed Time Period. In the event that the FCC modifies but does not eliminate Section 73.658(d) of its rules, then Licensee shall be obligated to broadcast Fox Programming during New Programmed Time Periods to the extent permitted by such modification and this subparagraph 2(e) shall be amended if necessary to conform to such modification; provided, however, that in no event shall Licensee be obligated to broadcast Fox Programming during New Programmed Time Periods at a date earlier than as provided for in this subparagraph 2(e).

(f) Commencing seven days from each request by Fox to Licensee for such negotiation, Licensee and Fox will negotiate in good faith for a period of 60 days in connection with Licensee's transmission or retransmission of Fox Programming or other data, information or content (or any combination of the foregoing) using Station's digital broadcast spectrum or signal capacity other than as provided for under subparagraph 2(a) above (the "New Plan"), which use will not commence earlier than six months from the date of such request.

3. Marketing and Promotion:

(a) Fox will provide Licensee with on-air and off-air marketing materials, marketing priorities and media recommendations (collectively, the "Fox Marketing Deliverables"), which shall be determined by Fox in its sole discretion and which shall include on-air promotional announcements ("Fox Promos") for any programming, including for broadcast in Station's non-Fox Programming. Licensee shall use its good faith, commercially reasonable efforts to air the Fox Promos and to comply with the priorities and recommendations contained in the Fox Marketing Deliverables. Without limiting the foregoing, Licensee shall provide an on-air promotional schedule consistent with Fox's recommendations and in coordination with Fox, and shall cause Station to broadcast that promotional schedule as mutually agreed by Licensee and Fox. Licensee agrees to maintain complete and accurate records of all Fox Promos broadcast as provided herein and, within two weeks following Fox's request, to submit copies of all such records to Fox. Notwithstanding anything to the contrary in (and without limitation to the above provisions of) this subparagraph 3(a), and as a material term of this Agreement, Licensee shall, in coordination with Fox, cause Station to broadcast in the one-half hour immediately preceding prime-time, not less than 30 seconds of Fox Promos provided to Licensee by Fox hereunder.

(b) In addition to providing the Fox Marketing Deliverables, Fox shall make available

to Licensee, such other promotional and sales materials containing Fox's branding as Fox and Licensee may mutually agree. Licensee agrees to work in good faith to co-brand with Fox in order to closely link Station with the Fox identity, including but not limited to inclusion of the Fox corporate logo in the stations' local identification, on-air (e.g., graphics, voice over) and off-air (e.g., website, print, radio, outdoor, etc...) promotion. Licensee shall not delete or alter any copyright, trademark, logo or other notice, or any credit, included in any materials delivered pursuant to this subparagraph or otherwise, and Licensee shall not exhibit, display, distribute or otherwise use any trademark, logo or other material or item delivered pursuant to this paragraph or otherwise, except as instructed by Fox at the time.

(c) Licensee shall make annually, in accordance with each Nielsen Media Research "Sweeps" co-op plan determined by Fox, in consultation with Station, during the Term of this Agreement (each, a "Co-Op Plan"), not less than an amount determined by Fox in its sole discretion (the "Co-Op Commitment") in local cash expenditures for off-air promotion of Fox. Licensee further agrees to comply with Fox's Co-Op Guidelines, as in effect from time to time during the Term of this Agreement, including guidelines with respect to Co-Op reimbursement therein.

4. Commercial Announcements; Prime-Time-Inventory Purchase:

(a) In each individual Fox Program, Fox will have the right in its sole discretion to determine: (1) the number and length of commercial announcement units (including station breaks) that will be available to Fox television broadcast station affiliates ("Fox Affiliates") for insertion of affiliate commercial announcements; and (2) the terms and conditions applicable to the availability and use of the commercial announcement units. Fox will make available to Licensee for Station's use in each individual Fox Program the same number and length of commercial announcements (including station breaks) as Fox makes available generally in that Program to Fox Affiliates on a national basis, on the terms and conditions that Fox generally applies to Fox Affiliates on a national basis. Licensee agrees to be bound by Fox's decisions as provided in this Paragraph 4.

(b) Fox shall determine the placement, timing and format of Fox's and Licensee's commercial announcements. Fox shall have the right to include commercial announcements in all of the commercial time available in each hour of the Programming other than that expressly allocated to Licensee in this Agreement.

(c) Licensee's broadcast over the Station of all commercial announcements included by Fox in Fox Programming is of the essence of this Agreement, and nothing contained in Paragraph 2 above or elsewhere in this Agreement (other than Paragraph 11 below) shall limit Fox's rights or remedies at law or otherwise relating to failure to broadcast the commercial announcements. Licensee agrees to maintain complete and accurate records of all commercial announcements broadcast as provided in this Agreement. Within two weeks following each

request by Fox, Licensee will submit copies of all such records to Fox.

(d) Fox grants Licensee a total of local commercial announcement units (each 30-second local commercial unit, a "Unit") each week in Fox Prime Time during the Term, as designated at any time by Fox in Fox's sole discretion (the "Prime Time Local Units"). Notwithstanding the foregoing, Fox will retain as Fox commercial announcement time , and will sell such Prime Time Local Units to Licensee, and Licensee hereby agrees to purchase such Prime Time Local Units, during the Term for purchase fees to be communicated by Fox to Licensee in writing (the "Prime Time Inventory Purchase"). Fox agrees to allocate (the "Guaranteed Units") on a basis that approximates, as reasonably determined by Fox, the average value of the Fox Prime Time schedule.

(e) Notwithstanding the foregoing, Fox may, consistent with past practice, preempt Licensee's Prime Time Local Units (including the Guaranteed Units) due to Fox sports programming or other infrequent special programming not regularly scheduled. Fox will "make good" any preempted Guaranteed Units in Fox Prime Time within seven days after the end of that week; provided, however, that Fox will have 14 days following the end of that week to make good any Guaranteed Units preempted due to post-season baseball. The Guaranteed Units "made good" by Fox will be placed by Fox to approximate, as reasonably determined by Fox, the value of the positions from which the Local Units were preempted.

(f) Licensee may include in each program in the NFL Sports Package only the same number and length of commercial announcements (including station breaks) as Fox provides generally in that program to Fox Affiliates on a national basis, which, with respect to NFL games, will currently be , during each NFL pre-season and regular season game, (Fox currently contemplates).

Between 1st & 2nd Quarters:
Beginning of Half-Time:
End of Half-Time:
End of Third Quarter:

(g) Fox agrees that for the Term, Fox's regional or sectional network advertising will cover a minimum of five markets and that Fox will not circumvent the spirit of this provision by allowing an advertiser to combine one large to medium market with several small markets.

(h) With respect to NASCAR and MLB Games, Fox will provide Station with the same number and length of local commercial announcements (including station breaks) as Fox provides generally in those games to Fox Affiliates on a national basis.

5. Exclusivity:

(a) Other than as provided in this Section 5, the following "Program Holdback" will apply to each Fox Program that has its initial Fox exhibition after February 2006, if Station broadcasts that initial exhibition in accordance with the terms and conditions of this Agreement:

(1) Fox will not, for the "Applicable Holdback Period" specified below, broadcast that Program on or distribute that Program to (or grant permission for the broadcast on or distribution to) any video delivery system other than Station (including any over-the-air television station, cable system, Internet provider, direct-to-home satellite provider or other multichannel video programming distributors or telephone system (collectively, "Video Delivery System") but excluding any exhibition in movie theaters or distribution of videocassette, videodisc or similar devices for use in connection with home-type monitor devices), for either digital or analog television exhibition within Station's DMA. The "Applicable Holdback Period" will be until the end of the applicable "Maximum Period", as follows:

Program Type	Maximum Period
NFL Games	
Award & Talk Shows	
Sports (other than NFL games)	
Topical Programs (e.g., News Magazines)	
Non-Topical Programs	

(2) For purposes of this Section 5, a "Program" is each individual broadcast unit (e.g., each episode of a series, each night of a mini-series or each game), and the foregoing Applicable Holdback Period will commence on the initial Fox network exhibition of each Program.

(3) The foregoing provisions of this Section 5 will apply to each Fox Program only to the extent permissible under Fox's agreement with the supplier of that Program and to the extent not in conflict with Fox's rights or obligations under that agreement; provided, however, that Fox will, consistent with its customary business practices and requirements, use commercially reasonable efforts to acquire the rights needed to comply with the provisions of subparagraph (a)(1) above. In addition, the foregoing provisions of this Section 5 are subject to and limited by any applicable geographical and other restrictions under the presently effective FCC rules and

regulations or those that may be in effect at any time during the Term.

(b) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to distribution by Fox of excerpts comprising
; provided, that any program made up primarily of excerpts that are from topical or sports programs that share the same title (e.g., made up primarily of excerpts from different episodes of FOX NFL Sunday) and are then subject to the Program Holdback, must use a different title than the regular title of the programs from which those excerpts are taken (but the regular title may be used as part of the different title),

(c) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to distribution by Fox of programming to the homes served by a multichannel video programming distributor with whom Licensee has not executed a retransmission consent agreement for the retransmission of any Fox Programming.

(d) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to (i) any Fox program promo or (ii) any episodes of a cancelled series (if Fox does not broadcast the series on the Fox Network within 12 months from its last broadcast thereon, it is deemed cancelled as of that last broadcast).

(e) (1)

(2) The term "linear repurposing" as used herein means the exhibition of programs that initially aired on Station, on a scheduled basis by a cable, satellite or telephone video delivery system, an over-the-air television station or other multichannel video delivery system. (By way of illustration, exhibition of programs by FX Network, A&E Network, USA Network, etc. would constitute exhibition on a linear repurposing basis.) Notwithstanding anything to the contrary herein, Fox agrees not to linear repurpose Fox primetime programs on a local broadcast television station other than Station or to linear repurpose such programs by means of Internet streaming; provided, however, that Fox will have the right, in each broadcast season, to linear repurpose on any over-the-air-television station
from a non-first-year primetime serialized series

(3) Notwithstanding the foregoing, a Linear Excluded Program may not be

exhibited on any Video Delivery System other than Station earlier than 12:01 A.M. Pacific Time following the first Fox exhibition of that Linear Excluded Program, or, if the Linear Excluded Program is part of an on-going series, in the same time period as such series is being regularly scheduled by Fox for Fox exhibition (e.g., if the Linear Excluded Program is part of a series then being regularly scheduled by Fox for 8:00 to 9:00 P.M., the Linear Excluded Program may not then be exhibited on any Video Delivery System other than Station during the 8:00 to 9:00 P.M. time period); provided, however, that the foregoing restriction will not apply to any Linear Excluded Program for longer (or to any greater extent) than the Program Holdback would have applied if the program were not a Linear Excluded Program (e.g., in no event longer than one year from initial Fox exhibition if the Excluded Program is a "Non-Topical Program").

(f) (1) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to "non-linear repurposing" (as defined below). With respect to non-linear repurposing, Fox will have the right to repurpose any and all Fox programs on any Video Delivery System whatsoever (each Fox program repurposed pursuant to this subparagraph 5(d) is a "Non-Linear Excluded Program"). Non-linear repurposing will be for revenue-generating purposes only;

(2) The term "non-linear repurposing" as used herein means the exhibition of programs on any Video Delivery System by any means other than exhibition on a linear repurposing basis. (By way of illustration, the exhibition of a program by a cable, satellite or telephone Video Delivery System on a viewer demand basis or by the downloading of a program from the Internet, rather than exhibition on a pre-determined, scheduled basis, would constitute exhibition on a non-linear basis.)

(3) Notwithstanding the foregoing, a Non-Linear Excluded Program may not be exhibited on any Video Delivery System other than Station earlier than 12:01 A.M. Pacific Time following the first Fox exhibition of that Non-Linear Program; provided, however, that the foregoing restriction will not apply to any Non-Linear Excluded Program for longer (or to any greater extent) than the Program Holdback would have applied if the program were not a Non-Linear Excluded Program.

(g) With respect to the provisions of Section 5(e) ("linear repurposing") and 5(f) ("non-linear repurposing") above, the parties agree that the following distribution controls shall apply:

(1) Fox shall have complete, exclusive and unqualified discretion and control as to the time, manner, and terms of its distribution, exhibition and exploitation of each Fox program, subject to the terms of this Agreement, and each individual broadcast unit thereof (e.g., each episode of a series, each night of a mini-series or each game) (collectively, "Fox Programs") and all ancillary, allied, subsidiary and otherwise related rights (collectively, the "Rights"), separately or in connection with other programs, in accordance with such policies, terms and conditions and through such parties as Fox in its business judgment may in good faith determine are consistent with business policy and proper or expedient and the decision of Fox in all such matters shall be binding and conclusive upon Licensee. Fox makes no express or implied warranty or representation as to the manner or extent of any distribution or exploitation of the Rights or any of them, nor the amount of money to be derived from the distribution, exhibition and exploitation of the Rights or any of them, nor as to any maximum or minimum amount of such monies to be expended in connection therewith. Fox does not guarantee the performance by any Subdistributor, licensee or exhibitor, of any contract regarding the distribution and exploitation of any of the Rights.

(2) Licensee acknowledges that Fox is part of a diversified, multi-faceted, international company, whose affiliates include, or may in the future include, among others, exhibitors, television "platforms", networks, stations and programming services, production and production consultancy companies, video device distributors, record companies, internet companies, so called "E.Commerce companies", publishers (literary and electronic) and wholesale and retail outlets (individually or collectively, "Affiliated Company or Companies"). Licensee further acknowledges that Fox has informed Licensee that Fox intends to make use of Affiliated Companies in connection with its distribution and exploitation of the Rights, as, when and where Fox deems it appropriate to do so. Licensee expressly waives any right to object to such distribution and exploitation of any of the Rights (or aspects thereof) or assert any claim that Fox should have offered the applicable distribution / exploitation rights to unaffiliated third parties (in lieu of, or in addition to, offering the same to Affiliated Companies). In consideration thereof, Fox agrees that Fox's transactions with Affiliated Companies will be on monetary terms comparable to the terms on which the Affiliated Company enters into similar transactions with

unrelated third party distributors for comparable programs. Without affecting, or in any way limiting, any remedy under the Letter Agreement or Affiliation Agreement, or otherwise, Licensee agrees that Licensee's sole remedy against Fox for any alleged failure by Fox to comply with the terms of this paragraph shall be actual damages, and Licensee hereby waives any right to seek or obtain preliminary or permanent equitable relief or punitive relief in connection with any such alleged failure.

(3) Any dispute arising under the above Section 5(g) shall be arbitrated by, and under the rules of, JAMS in binding arbitration in Los Angeles, California and before a mutually selected arbitrator experienced in the United States television industry, subject to the terms of Attachment 1, which is incorporated herein by this reference. Although each side shall advance one-half of the fee of the arbitrator and for JAMS' services, the prevailing party in such arbitration shall be entitled to recover all costs of arbitration, including reasonable outside attorneys' fees and costs.

6. [INTENTIONALLY OMITTED]

7. Force Majeure: Fox shall not be liable to Licensee for failure to supply any Programming or any part thereof, nor shall Licensee be liable to Fox for failure to broadcast any such Programming or any part thereof, by reason of any act of God, labor dispute, non-delivery by program suppliers or others, failure or breakdown of satellite or other facilities, legal enactment, governmental order or regulation or any other similar or dissimilar cause beyond their respective control ("force majeure event"). If, due to any force majeure event(s), Fox substantially fails to provide the Programming to be delivered to Licensee under Paragraph 1 above, or Licensee substantially fails to broadcast such programming as scheduled by Fox, for four consecutive weeks, or for six weeks in the aggregate during any 12-month period, then the other party hereto (the "unaffected party") may terminate this Agreement upon 30 days' prior written notice to the party so failing, which notice may be given at any time prior to the expiration of seven days after the unaffected party's receipt of actual notice that the force majeure event(s) has ended.

8. Assignment: This Agreement shall not be assigned by Licensee without the prior written consent of Fox (which consent, if granted by Fox, will not be unreasonably withheld or delayed), and any permitted assignment shall not relieve Licensee of its obligations under this Agreement. Any purported assignment by Licensee without such consent shall be null and void and not enforceable against Fox. Licensee shall immediately notify Fox in writing if any application is made to the FCC pertaining to an assignment or a transfer of control of Licensee's license for the Station, or any interest therein. For purposes of this Section 8, a "transfer of control" shall include Licensee's return of Station's FCC license to the government. Except as to "short form" assignments or transfers of control made pursuant to Section 73.3540(f) of the Rules and Regulations of the FCC, Fox shall have the right to terminate this Agreement, effective upon 30 days' notice to Licensee and the transferee or assignee, which notice may be given at any time within 90 days after the later occurring of: (a) the date on which Fox learns that such assignment or transfer of control has become effective; or (b) the date on which Fox receives written notice of such assignment or transfer of control. Licensee agrees, that upon Fox's request, Licensee

shall procure and deliver to Fox, in form satisfactory to Fox, the agreement of the proposed assignee or transferee that, upon consummation of the assignment or transfer of control of the Station's authorization, the assignee or transferee will assume and perform this Agreement in its entirety without limitation of any kind. If Licensee fails to notify Fox of the proposed assignment or transfer of control of said Station's authorization, or fails to procure the agreement of the proposed assignee or transferee in accordance with this Paragraph, then such failure shall be deemed a material breach of this Agreement. Without limitation to any other provision of this Agreement or to any of Fox's rights or remedies, if, without Fox's prior written consent, Licensee enters into any "Local Management Agreement", "Time Brokerage Agreement" or similar arrangement or agreement pertaining to Station operations, or for the use (by lease or otherwise) by any party other than Licensee of any Programmed Time Period or New Programmed Time Period or any significant portion of Station's broadcast time outside of those Fox Time Periods, Fox will have the right at any time to terminate this Agreement on 30 days' notice to Licensee. Licensee represents and warrants that Licensee and California Broadcasting Inc. ("CBI") intend to enter into a Joint Sales Agreement and a Shared Services Agreement (together, "JSA/SSA") with regard to Station, on or about the Effective Date, whereby CBI will have the right and authority, subject to applicable FCC rules and regulations, to provide certain operational services to Station; provided, however, CBI will not have the right to, and will not, use Station's broadcast time during the Fox Programmed Time periods, and such management of Station's operations by CBI shall not interfere with the performance of, nor shall it be deemed to violate, the terms of this Agreement. This Agreement constitutes prior written consent by Fox to Licensee's entry into the JSA/SSA with CBI.

9. Unauthorized Copying: Licensee shall not, and shall not authorize others to, record, copy or duplicate any programming or other material furnished by Fox hereunder, in whole or in part, and shall take all reasonable precautions to prevent any such recordings, copying or duplicating. Notwithstanding the foregoing, if Station is located in the Mountain Time Zone, Licensee may pre-record programming from the satellite feed for later telecast at the times scheduled by Fox. Licensee shall erase all such pre-recorded programming promptly after its scheduled telecast.

10. Term; Termination:

(a) The term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2014 (the "Initial Period"). After the Initial Period, the term of this Agreement may be extended for additional successive periods of one year each, by Fox, in its sole discretion, giving written notice of such extension (the "extension notice") to Licensee at least 120 days prior to the expiration of the then-current period; provided, however, that if, within 30 days of Licensee's receipt of the extension notice, Licensee, in its sole discretion, gives Fox written notice that Licensee rejects such extension, then the extension notice shall not be effective and this Agreement shall terminate upon expiration of the then-current period (the Initial Period and any additional successive periods, collectively, the "Term").

(b) Notwithstanding the foregoing, and in addition to Fox's other rights in law or equity, Fox may terminate this Agreement on notice to Licensee (i) in accordance with the provisions of

Sections 2(c), 2(d), 7, 8, 12, 13, 17 or 18 hereof, subject to cure periods, if any, described in said Sections; or (ii) if Licensee breaches any other material term of this Agreement, including without limitation, Licensee's obligations contained in Section 1(a) hereof, and Licensee has not cured such breach within thirty (30) days of its receipt of notice of such breach (limited to 10 days with respect to a payment breach)..

(c) Upon the termination or expiration of the Term of this Agreement, all of Licensee's and Station's rights to broadcast or otherwise use any Fox Programming or any trademark, logo or other material or item hereunder shall immediately cease and neither Licensee nor Station shall have any further rights whatsoever with respect to any such Fox Programming, material or item.

11. Applicable Law: Notwithstanding anything to the contrary in this Agreement, the obligations of Licensee and Fox under this Agreement are subject to all applicable federal, state, and local laws, rules and regulations (including, but not limited to, the Communications Act of 1934, as amended ("Communications Act"), and the rules and regulations of the Federal Communications Commission) and this Agreement shall be deemed to have been negotiated and entered into, and this Agreement and all matters or issues collateral thereto shall be governed by, the law of the State of California applicable to contracts negotiated, executed and performed entirely within that state. With respect to programs offered or already contracted for pursuant to this Agreement, nothing in any other Paragraph hereof shall be construed to prevent or hinder Licensee from (a) rejecting or refusing Fox Programming which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest, or (b) substituting a program which, in Licensee's opinion, is of greater local or national importance; provided, however, Licensee shall give Fox written notice of each such rejection or substitution, and the justification therefor, at least 72 hours in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause for any lesser notice). Notwithstanding anything to the contrary expressed or implied herein, the parties acknowledge that Station has the ultimate responsibility to determine the suitability of the subject matter of program content, including commercial, promotional or public service announcements, and to determine which programming is of greater local or national importance, consistent with 47 C.F.R. Section 73.658(e).

12. Station Acquisition by Fox: If Fox or any of Fox's parent, affiliated, subsidiary or related companies or other entities enters into any agreement to acquire any significant ownership and/or controlling interest in any television broadcast station licensed to any community within Station's DMA, then Fox shall have the right at any time after that agreement is made, to terminate this Agreement upon not less than 60 days' notice to Licensee. Said termination shall be effective as of such date as Fox shall designate in said notice.

13. Change in Operations: If at any time Station's transmitter location, power, frequency, programming format, hours of operation, technical quality of transmissions or any other material aspect of Station's operations is materially changed such that Fox determines in its reasonable judgment that Station is of materially less value to Fox as a broadcaster of Fox Programming than at the date of this Agreement, then Fox shall have the right to terminate this Agreement upon 60

days' prior written notice to Licensee, unless Licensee cures such change in Station's operations during said sixty (60) day period to Fox's reasonable satisfaction.

14. Non-Liability of Board Members: To the extent the Fox Broadcasting Company Affiliates' Association Board of Governors (the "Board") and its members are acting in good faith in their capacity as such, then the Board and each such member so acting shall not have any obligation or legal or other liability whatsoever to Licensee in connection with this Agreement, including without limitation, with respect to the Board's or such member's approval or non-approval of any matter, exercise or non-exercise of any right or taking of or failing to take any other action in connection therewith.

15. Warranties and Indemnities:

(a) Fox represents and warrants that Station's broadcast, in accordance with this Agreement, of any Fox Programming provided by Fox to Station shall not violate or infringe upon the trade name, trademark, copyright, literary or dramatic right, or right of privacy or publicity of any party, or constitute a libel or slander of any party; provided, however, that the foregoing representations and warranties shall not apply: (1) to public performance rights in music, (2) to any material furnished or added by any party other than Fox after delivery of the programming to Station or (3) to the extent such programming is changed or otherwise affected by deletion of any material by any party other than Fox after delivery of the programming to Station. Fox agrees to indemnify and hold harmless Station and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Licensee's or Station's lost profits or consequential damages, if any) caused by or arising out of Fox's breach of the representations and warranties set forth in the foregoing sentence. Fox makes no representations, warranties or indemnities, express or implied, except as expressly set forth in this subparagraph (a).

(b) Without limitation to any of Licensee's other obligations and agreements under this Agreement, Licensee agrees to indemnify and hold harmless Fox and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Fox's lost profits or Fox's consequential damages, if any) caused by or arising out of any matters excluded from Fox's representations and warranties by subparagraphs (a)(1), (2) or (3) above, or any breach of any of Licensee's representations, warranties or agreements hereunder or any programming broadcast by Station other than that provided by Fox hereunder.

(c) The indemnitor may assume, and if the indemnitee requests in writing shall assume, the defense of any claim, demand or action covered by indemnity hereunder, and upon the written request of the indemnitee, shall allow the indemnitee to cooperate in the defense at the indemnitee's sole cost and expense. The indemnitee shall give the indemnitor prompt written notice of any claim, demand or action covered by indemnity hereunder. If the indemnitee settles

any claim, demand or action without the prior written consent of the indemnitor, the indemnitor shall be released from the indemnity in that instance.

16. Notices: All notices to each party required or permitted hereunder to be in writing shall be deemed given when personally delivered (including, without limitation, upon delivery by overnight courier or other messenger or upon receipt of facsimile copy), upon the date of mailing postage prepaid, addressed as specified below, or addressed to such other address as such party may hereafter specify in a written notice given as provided herein. Such notices to Licensee shall be to the address set forth for Licensee on page 1 of this Agreement, with courtesy copies to: David Bailey, President, Esteem Broadcasting, 13865 E. Elliott Drive, Marshall, IL 62441 and Howard Liberman, Drinker Biddle & Reath LLP, 1500 K Street, NW, Suite 1100, Washington, DC 20005-1209. Such notices to Fox shall be to: Fox Broadcasting Company, 10201 West Pico Boulevard, Los Angeles, CA 90035, Attn: Network Distribution; with a copy to: Fox Broadcasting Company, 10201 West Pico Boulevard, Los Angeles, CA 90035, Attn: Legal Affairs.

17. Retransmission Consent:

(a) Fox acknowledges that Licensee may from time to time grant its consent to the transmission or retransmission by MVPDs of Station's signal in its entirety, including Fox Programming. Fox acknowledges that the rights granted under this Agreement include Licensee's right to authorize retransmission of Fox Programming by MVPDs pursuant to the mandatory carriage provisions or retransmission consent provisions of the Communications Act, as such may be amended from time to time; provided that (i) Licensee grants retransmission consent to such Station's signal in its entirety for simultaneous retransmission on Standard Television without alteration, and (ii) Licensee shall not grant retransmission consent to any MVPD to provide Station's signal with Fox Programming to subscribers located outside of the DMA in which the Station Community is located. Fox shall have the right to terminate this Agreement immediately upon notice to Licensee upon a breach of the provisions of this Section 17.

(b) Neither this Agreement nor any grant by Licensee of retransmission consent conveys any license or sublicense in or to the copyrights of Fox Programming and Fox shall in no way be a party to or incur any duty or other obligation in connection with any retransmission consent granted by Licensee.

18. Change In Fox Operations and/or Terms of Doing Business: Notwithstanding anything to the contrary in this Agreement and without limitation to any of Fox's rights, Fox reserves the right (other than with respect to: (i) the first and last sentences of Paragraph 2(e) above; and (ii) Paragraph 11 above) to make changes in its operations and/or terms of doing business that conflict with (or do not conform to) the terms of this Agreement and that will be applicable to Fox Affiliates generally. Fox shall notify Licensee in writing that Fox has made such change and the effective date thereof, and as of said effective date, this Agreement will be deemed amended to reflect such change, unless within 20 days of Fox's notification to Licensee of such change, Licensee notifies Fox in writing that Licensee rejects such change. If Licensee does so reject said

change, then Fox shall have the right for a period of six months from Fox's receipt of Licensee's rejection notice to terminate this Agreement by providing not less than 90 days' written notice to Licensee.

19. Miscellaneous:

(a) Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between Fox and Licensee.

(b) No waiver of any failure of any condition or of the breach of any obligation hereunder shall be deemed to be a waiver of any preceding or succeeding failure of the same or any other condition, or a waiver of any preceding or succeeding breach of the same or any other obligation.

(c) In connection with Fox Programming, Station shall at all times permit Fox, without charge, to place, maintain and use on Station's premises such reasonable amounts of devices and equipment as Fox shall require, in such location and manner, as to allow Fox to economically, efficiently and accurately achieve the purposes of such equipment. Station shall operate such equipment for Fox, to the extent Fox reasonably requests, and no fee shall be charged by Station therefor. Licensee shall simultaneously with the execution of this Agreement, execute and return with this Agreement two (2) copies of the Equipment Usage Agreement ("EUA"), as provided to Licensee by Fox.

(d) This Agreement, together with its exhibits and attachments, and the Letter Agreement between the parties of even date herewith (the "Letter Agreement"), constitutes the entire understanding between Fox and Licensee concerning the subject matter hereof and shall not be amended, modified, changed, renewed, extended or discharged except by an instrument in writing signed by Fox and Licensee or as otherwise expressly provided herein or therein. Fox and Licensee each hereby acknowledges that neither is entering into this Agreement in reliance upon any term, condition, representation or warranty not stated herein or in the Letter Agreement. All actions, proceedings or litigation brought against Fox by Licensee shall be instituted and prosecuted solely within the County of Los Angeles, California. Licensee hereby consents to the jurisdiction of the state courts of California and the federal courts located in the Central District of California as to any matter arising out of, or related to this Agreement.

(e) Without limitation to Paragraph 1 above, for purposes of this Agreement, the term "Programs" (and the derivations thereof including, without limitation, "Programming") will include, without limitation, to the extent Fox reasonably elects, television specials, made-for-television movies, television series and all other forms of television motion pictures and programs, as well as any other Program-Related Material, transmitted or otherwise communicated by Fox with the intent that it be perceived or otherwise received, visually or visually and aurally, by television receiver, television monitor or any other device or equipment whatsoever now known or hereafter devised.

(f) Each and all of the several rights and remedies of each party hereto under or contained in or by reason of this Agreement shall be cumulative, and the exercise of one or more of said rights or remedies shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party hereto be entitled to or recover any lost profits or consequential damages because of a breach or failure by the other party, and except as expressly provided in this Agreement to the contrary, neither Fox nor Licensee shall have any right against the other with respect to claims by any third person or other third entity.

(g) If any provision of this Agreement (the "Void Provision"), as applied to either Fox or Licensee or any circumstances, is found to be against public policy or otherwise void or unenforceable, or in conflict with any applicable federal, state or local law, rule or regulation (including without limitation any rule or regulation of the FCC), then commencing within 10 days following such finding, Fox and Licensee must negotiate in good faith for a period of 30 days regarding a provision to replace the Void Provision, which provision shall materially meet the intent of the parties as set forth in the Void Provision and essentially preserve the benefits provided by this Agreement to both parties. If the parties are unable to agree on such a replacement provision for any reason whatsoever, including without limitation due to any constraints imposed by any law, rule or regulation, then either party will have the right to terminate this Agreement at any time on six months prior notice.

(h) Paragraph headings are inserted for convenience only and shall not be used to interpret this Agreement or any of the provisions hereof or given any legal or other effect whatsoever.

(i) Licensee acknowledges that Station's rights contained in this Agreement are subject to and must be exercised consistent with the rights conveyed to Fox by the NFL, MLB, NASCAR or any other licensor of programming delivered under this Agreement as those rights may be conditioned, limited or restricted.

(j) The following provisions shall survive the expiration or termination of this Agreement: Sections 9, 11, 15, 19(d), 19(f), 19(j) and any other provision expressly stating the same.

20. News Agreement:

If Licensee launches an on-air, regularly-scheduled local newscast program ("Local Newscast") at any time during the Term, Licensee agrees to participate in the FNN News Edge Service and to execute an FNN News Service Agreement with FNN ("News Agreement"). Upon Licensee's execution of the News Agreement, that News Agreement shall be deemed attached to

this Agreement as Exhibit C and incorporated herein by this reference. Any breach by Licensee of the News Agreement will be a breach by Licensee of this Agreement of equivalent materiality (e.g., a material breach of the News Agreement by Licensee will be a material breach of this Agreement by Licensee).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FOX BROADCASTING COMPANY	**ESTEEM BROADCASTING OF CALIFORNIA LLC**
("FOX")	**("LICENSEE")**
By:	By:
Name: Jon Hookstratten	Name: DAVID L. BAILEY
Title EVP, Broadcast Distribution	Title: PRESIDENT

EXHIBIT A

STATION NON-SPORTS PROGRAMMING COMMITMENTS

No preemptions due to non-sports programming.

DB

EXHIBIT B

STATION SPORTS PROGRAMMING COMMITMENTS

Station has the right to carry up to six (6) professional sporting events in prime time.

The professional sporting events will not preempt any live Fox Sports programming.

Station will not preempt network programming during Nielsen-designated sweeps periods in November, February or May, or on premiere, finale, Sunday or any other special event nights of programming. Station will make good preempted FOX prime time programming in its entirety immediately following late local news. Station will make best efforts to advise viewers of preemptions and the time period make good.

Without limitation to the restrictions provided in this Exhibit above, Station may renew its agreement for the above programming throughout the term of the current affiliation agreement.

KCVU will adhere to promotional guidelines provided by Affiliate Marketing for all programs preempted.

PB

ATTACHMENT 1

ARBITRATION PROVISIONS

(a) Either Licensee or Fox may commence arbitration proceedings by giving to the other a written letter stating that it desires to submit a dispute to arbitration and designating one arbitrator.

(b) Within 20 days after receiving such letter, the other party shall designate in writing a second arbitrator. If the other party fails or refuses for whatever reason, to select a second arbitrator within 20 days, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy.

(c) The two arbitrators shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within 10 days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association.

(d) Each of the arbitrators shall be a person experienced and knowledgeable with regard to the sale by television stations of advertising time in network programs.

(e) The arbitration shall be conducted in the County of Los Angeles, State of California, and except as otherwise expressly provided in this Agreement, the arbitration shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association.

(f) If either party fails to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or otherwise fails to participate in the arbitration proceeding, the arbitrators or arbitrator, as the case may be, are empowered to proceed ex parte.

(g) The arbitrator or arbitrators, as applicable, when appointed, shall promptly decide the controversy by majority vote and such decision shall be final, and Licensee and Fox shall be bound by the arbitrators' majority decision.

(h) The arbitrators' decision shall be controlled by the terms of this Affiliation Agreement.

EXECUTION COPY

November 12, 2012

David Bailey
President
Esteem Broadcasting LLC
13865 E. Elliott Drive
Marshall, IL 62441

Dear Mr. Bailey:

This letter agreement (this "Letter Agreement") between Fox Broadcasting Company ("Fox") and Esteem Broadcasting of California LLC ("Licensee"), on behalf of itself and Licensee's Station listed on the attached Exhibit A ("Station"), amends and supplements that certain Station Affiliation Agreement between Fox and Licensee dated as of the date hereof and entered into contemporaneously herewith (the "Affiliation Agreement"). Capitalized terms used but not defined in this Letter Agreement will have the meanings set forth in the Affiliation Agreement.

1. Programming Fee.

2. Prime Time Inventory Purchase Fees. During the Term, Licensee agrees to pay Fox annual Prime Time Inventory Purchase Fees, in accordance with the following schedule:

	Inventory Purchase Fee Year 7/1/12 – 6/30/13	Inventory Purchase Fee Year 7/1/13 – 6/30/14
Total Fees:		

All Prime Time Inventory Purchase Fees must be paid in full when due in accordance with the applicable Fox Payment Terms, as provided on Exhibit B attached hereto.

3. NFL Contribution Fees.

(a) For the period beginning the Effective Date through December 31, 2012 (the "NFL Contribution Fee Period"), Licensee agrees to pay Fox NFL Contribution Fees, for each calendar quarter during the NFL Contribution Fee Period for Station, which shall be the sum of the following:

"Total Net Advertising Revenue" means Station's total, gross advertising revenue, less advertising agency commissions, rep firm and local sales commissions and Bad Debts (as defined below), but without any other deductions or offsets of any kind whatsoever.

"Bad Debts" means any amounts billed that are more than six months old and that have not been collected after using customary collection efforts. If any amounts billed by Station become Bad Debts after the Term, then the applicable amount paid to Fox by Licensee based on those Bad Debts will be promptly returned by Fox to Licensee after Licensee's written notice to Fox thereof (i.e., the formula set forth above shall be recalculated and any excess paid by Licensee shall be returned by Fox). The amounts of any Bad Debts that are collected after having been taken as a deduction (or for which Fox has made a refund to Licensee in accordance with the immediately foregoing sentence) will be gross advertising revenue and Fox must be paid its share of such amounts in accordance with the foregoing provisions.

(b) If any prime time or NFL commercial inventory is sold in a package with commercial inventory for a daypart that is not prime time or NFL (the "other daypart"), any difference in pricing between the average Cost-Per-Point ("CPP") for the other-daypart inventory that is in the package, when compared to the average CPP for the other-daypart inventory when sold on a stand-alone, non-packaged basis, must be consistent with Station's historical pricing custom and practice, and in any event the average CPP for the other-daypart inventory sold in the package must not exceed the average CPP for the non-packaged inventory.

(c)

(d) All NFL Contribution Fees must be paid in full when due in accordance with the applicable Fox Payment Terms, as provided on Exhibit B attached hereto.

4. Credits.

5. Books and Records. Licensee and Station must maintain complete, detailed and accurate books of account and records concerning the payments to be made hereunder and all matters relating to them, including but not limited to (i) all information necessary to calculate the Programming Fee (the "Programming Fee Books"); and (ii) all information concerning the sale of Station's commercial inventory in Fox prime time and in pre-season and regular season NFL games, and in other dayparts to the extent that commercial inventory in those other dayparts is packaged with that prime time or NFL inventory (the "NFL Contribution Fee Books" and together with the Programming Fee Books, the "Books"). Upon 10 days' prior written notice to Licensee, Fox may cause an Auditor (as defined below) to inspect, copy and/or audit the Books. Any audit will be conducted by either an independent, nationally-recognized firm of certified public accountants or a national media audit company (e.g., without limitation, Media Audits International) selected by Fox (the "Auditor"), and will be subject to the terms of the audit procedures agreed to between the parties. Licensee will cooperate fully with Fox and the Auditor in connection with any audit by Fox and the Auditor conducted in accordance with this Letter Agreement.

6. Non-Linear Repurposing Revenue Share. Fox agrees to pay a percentage of all monies actually received and earned by Fox from Non-Linear Repurposing as provided in the Affiliation Agreement, net of the direct, out-of-pocket cost for distribution and of the applicable union residuals payout of the applicable program(s) ("Fox Net Revenue"), as follows: (i) of Fox Net Revenue for post-airs and (ii) of Fox Net Revenue for pre-airs, in accordance with the terms and conditions set forth in the Affiliation Agreement. The percentages of Fox Net Revenue above will be divided proportionately among Fox-affiliated stations (including Fox's owned and operated stations) based upon the number of households served, and payment will be made within 60 days following the close of the first calendar quarter in which the applicable monies have been both earned and actually received by Fox. In no event will Fox become obligated to pay any amounts to Licensee hereunder for any Non-Linear Repurposing that occurs after the expiration of the Non-Linear Holdback Period, as provided in the Affiliation Agreement. Upon request, Fox will provide an account of the Fox Net Revenue to the Board of Governors of the Fox Broadcasting Company Television Affiliates' Association on an annual basis. The parties agree to the terms and conditions with respect to audit rights set forth on Exhibit E attached hereto.

7. Termination. In addition to its other rights in law or equity, Fox may terminate this Letter Agreement on notice to Licensee if: (i) Licensee breaches any material term of this Letter Agreement, provided that Licensee shall have 30 days following such notice of breach to cure such breach (limited to 10 days in the case of a payment breach); or (ii) Licensee breaches any material term of the Affiliation Agreement, provided that any cure period set forth therein has expired. Fox and Licensee further agree that a breach of any material term of this Letter Agreement will be deemed a material breach giving rise to any termination right available under the Affiliation Agreement. The approvals and agreements in this Letter Agreement shall terminate immediately upon the termination of this Letter Agreement or the termination or expiration of the Affiliation Agreement.

8. Confidentiality. The parties understand that it is imperative that all of the terms in this Letter Agreement, as well as any information provided pursuant to this Letter Agreement, remain confidential. Accordingly, each party agrees, as a material term of this Letter Agreement, to not disclose any portion of this Letter Agreement or any information provided pursuant to this Letter Agreement to any third parties, except to their representative(s) on a need-to-know basis, or if either party becomes legally compelled to disclose the terms of this Letter Agreement. Any party legally compelled to make disclosure agrees to use reasonable efforts to disclose only that portion which is legally required. Fox and Licensee shall not disclose any specific fees to be paid pursuant to this Letter Agreement. Without limiting the foregoing, the parties agree that, in the event that Licensee determines to file this Letter Agreement with the FCC, the parties will cooperate to redact all confidential information from this Letter Agreement prior to filing it with the FCC.

9. Accrued Obligations. Termination or expiration of this Letter Agreement in accordance with its terms will not relieve the other party from payment obligations (on the terms set forth on Exhibit B or otherwise) for amounts accrued before or accruing after the date of such termination, including any amounts owed by Licensee for any fees hereunder, or interest thereon.

10. Taxes. All fees under this Letter Agreement are net of taxes. Licensee is responsible for all taxes, franchise fees and similar charges levied on Licensee or Station by any taxing authority. This Section 10 will survive the termination or expiration of this Letter Agreement.

11. Entire Understanding. This Letter Agreement, including its exhibits and attachments, and the Affiliation Agreement (the "Agreements") constitute the entire understanding between Fox and Licensee concerning the subject matter hereof. The Agreements supersede any and all other prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter of the Agreements. Fox and Licensee hereby acknowledge that neither is entering into this Letter Agreement in reliance upon any term, condition, representation or warranty not stated in the Agreements.

12. Waiver and Amendment. This Letter Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties. No failure to exercise or delay in the exercise of, a party's rights under this Letter Agreement will constitute a waiver of such rights. No waiver of a provision of this Letter Agreement will constitute a waiver of the same or any other provision of this Letter Agreement other than as specifically set forth in such waiver. Fox and Licensee hereby acknowledge that neither is entering into this Letter Agreement in reliance upon any term, condition, representation or warranty not stated in the Agreements. This Letter Agreement will not operate as a waiver of any provision of the Affiliation Agreement.

13. Survival. The following provisions shall survive the expiration or termination of this Letter Agreement: Sections 5, 8, 9, 10, 13, 14, and any other provision expressly stating the same.

14. Choice of Law. This Letter Agreement, the rights and obligations of the Parties relating hereto and any claims or disputes arising hereunder shall be governed by and construed and enforced in accordance with the laws of the State of California without giving effect to the conflicts of law principles thereof.

Very truly yours,

FOX BROADCASTING COMPANY

By: _____
Name: Jon Hookstratten
Title: Executive Vice President
Broadcast Distribution

ACCEPTED AND AGREED:

Esteem Broadcasting of California LLC

By: _____
Name: DAVID L. BAILEY
Title: PRESIDENT

EXHIBIT A
STATION

STATION CALL LETTERS	STATION DMA
KBVU-TV	Eureka, CA

mb

EXHIBIT B
FOX PAYMENT TERMS

26

DB

EXHIBIT C

22B

EXHIBIT D
NON-LINEAR REPURPOSING
AUDIT PROVISIONS

nzb

ATTACHMENT 1
ARBITRATION PROCEDURES

1. Either Licensee or Fox, as applicable, may commence arbitration proceedings by giving to the other a written letter stating that it desires to submit a dispute to arbitration and designating one arbitrator.

2. Within 20 days after receiving such letter, the other party shall designate in writing a second arbitrator. If the other party fails or refuses for whatever reason, to select a second arbitrator within 20 days, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy.

3. The two arbitrators shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within 10 days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association.

4. Each of the arbitrators shall be a person experienced and knowledgeable with regard to the television industry, and if applicable, to the sale by television stations of advertising time in network programs.

5. The arbitration shall be conducted in the County of Los Angeles, State of California, and except as otherwise expressly provided in the Letter Agreement or the Affiliation Agreement, the arbitration shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association.

6. If either party fails to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or otherwise fails to participate in the arbitration proceeding, the arbitrators or arbitrator, as the case may be, are empowered to proceed ex parte.

7. The arbitrator or arbitrators, as applicable, when appointed, shall promptly decide the controversy by majority vote and such decision shall be final, and Licensee and Fox shall be bound by the arbitrators' majority decision.

8. The arbitrators' decision shall be controlled by the terms of this Letter Agreement and the Affiliation Agreement.

MB

EXECUTION COPY

FOX BROADCASTING COMPANY

STATION AFFILIATION AGREEMENT

November 12, 2012

Esteem Broadcasting of California LLC
KBVU-TV
730 7th Street, Suite 201
Eureka, CA 95501

Attention: General Manager

This agreement (this "Agreement") between Fox Broadcasting Company ("Fox"), on behalf of itself and Fox News Network, L.L.C. ("FNN"), and Esteem Broadcasting of California LLC ("Licensee"), together with its exhibits and attachments, sets forth the terms and conditions for the carriage of Fox programming over the facilities of Licensee's television station KBVU-TV ("Station"), as of the date of consummation of the purchase and acquisition of the Station and the License issued by the FCC (as defined below) for Station (the, "Effective Date"), by Licensee from Sainte Sepulveda, Inc., a wholly owned subsidiary of Sainte Partners II, LP. Licensee shall communicate in writing the Effective Date in advance to Fox.

1. Programming:

(a) Subject to the terms and conditions contained in this Agreement, Fox will deliver to Station programming which Fox makes available to Station for broadcasting solely by means of Standard Television (defined below) in the Eureka designated market area (as defined by Nielsen Media Research, the "DMA"), in which Eureka, CA, the community to which Station is presently licensed by the Federal Communications Commission ("FCC") ("Station's Community"), is located. As used in this Agreement, the terms "program", "programming" and "Fox programming" and any derivations thereof shall mean, unless specifically indicated otherwise, the programming of Fox.

For purposes of this Agreement, and as a material term hereof, "Standard Television" means a free, over-the-air, linear broadcast television signal intended for reception by the general public and transmitted on spectrum assigned by the FCC, including the retransmission of such signal in its entirety by cable systems, satellite systems, telco wireline video providers and other multichannel video programming distributors as defined by the FCC as of January 1, 2012 (each, an "MVPD" and collectively, "MVPDs") pursuant to the terms of Section 17 of this Agreement.

For avoidance of doubt, "Standard Television" shall not include, without limitation, any of the following services or distribution platforms: (i) video-on-demand ("VOD"), pay-per-view, subscription, time-shifted transmission or other service in which any portion of a Standard Television program or signal is provided to viewers for payment or in a manner that is not simultaneous with its free, over-the-air, linear broadcast; (ii) wireless or broadcast distribution to mobile phones or other portable or mobile devices, whether inside or outside the home and without regard to whether simultaneous with its free, over-the-air linear broadcast; (iii) interactive or internet/broadband distribution, including without limitation, Syncbak, or distribution through any other systems network, and "Smart-TV" protocols integrating the Internet/broadband into television sets and/or set-top boxes; or (iv) any other non-television protocol or platform. If, during the Term, the FCC alters, interprets or expands its definition of MVPD to include any of the services or distribution platforms described in (i) through (iv) enumerated above, Licensee may not authorize the retransmission of Fox Programming by such services or distribution platforms without the prior written consent of Fox. Fox may terminate this Agreement on 30 days' prior written notice to Licensee if Licensee breaches the provisions of the foregoing sentence, unless such breach is cured during the 30-day period.

(b) During the Term, the Programming delivered pursuant to Section 1(a) above will also include the Fox Sports National Football League NFC Package (the "NFL Sports Package"), which will consist of (i) those National Football League ("NFL") games that Fox has the rights from the NFL to make available in Station's Community and DMA; and (ii) additional seasonal, sports-related programming, presently contemplated to consist of a one-hour pre-game show (generally to commence at 12:00 P.M., Eastern Time, on Sundays) and two one-hour NFL-produced specials during each football season.

(c) The selection, scheduling, modification, substitution and withdrawal of any Program delivered pursuant to this Section 1(including any Programming of the NFL Sports Package), or any portion thereof, shall at all times remain within Fox's sole discretion and control. Licensee shall not and shall not authorize others to broadcast or otherwise use any Program (or part thereof), any Programming of the NFL Sports Package, or other material delivered by Fox except as specified in this Agreement, and without limiting the foregoing, Station may broadcast Fox Programming only: (i) as scheduled by Fox, (ii) over Station's facilities in Station's Community, and (iii) by Standard Television. Further, without limiting any of Fox's rights, Licensee acknowledges that Station's rights to the NFL Sports Package are subject to and must be exercised consistent with the rights conveyed to Fox by the NFL, as those rights may be conditioned, limited or restricted.

2. Carriage, Preemption:

(a) (1) Licensee agrees to broadcast the Fox Programming, NFL Sports Package and Program-Related Material (as defined below) over Station's facilities, on the dates and at the times scheduled by Fox, in their entirety and in the form transmitted by Fox, during the

Programmed Time Periods and New Programmed Time Periods as scheduled by Fox in accordance with this Agreement (including without limitation, all commercial announcements, Fox identifications, Fox promos and credits). Licensee agrees to broadcast such Programming and Program-Related Material without interruption, deletion, compression, addition, squeezing, alteration or other changes, except for adding Licensee's commercial and public service announcements to the extent permitted by this Agreement. Station must not, in retransmitting the Programming or other content, degrade or otherwise alter the Program's or content's video, audio and other components.

(2) Station will broadcast the digital feed of Fox Programming on Station's primary digital television over-the-air broadcast signal ("DTV channel"), as and in the technical format provided by Fox consistent with the ATSC standards and all Program-Related Material (collectively, the "Network Digital Feed").

As used herein, "Program-Related Material" shall mean the following content, data or information which is transmitted concurrently or substantially concurrently with the Programming and which does not, in the aggregate, require Station to devote more than two (2) Mbps of digital bandwidth to the transmission thereof: (i) closed-captioning information; (ii) program identification codes; (iii) the FCC Redistribution Control Descriptor and other such protection systems; (iv) program ratings information; (v) alternative language feeds related to the programming, including video description if and to the extent required by the FCC; (vi) Nielsen Media Research data; (vii) programming, data and other enhancements related to the programming and network advertisements provided in the Network Digital Feed; (viii) information and/or material agreed upon by a majority (calculated by Nielsen Media Research-defined designated market area percentage) of Fox-affiliated television stations (excluding stations owned and operated by Fox's corporate affiliates); (ix) information and/or material that Fox deems necessary to provide the Network Digital Feed; (x) information and/or material directly associated with specific network commercial advertisements contained in the network programs included in the Network Digital Feed; and (xi) information and/or material designed to promote network programming. In the event that Fox proposes that any Station or Stations carry network ancillary data that is not Program-Related Material, Station agrees to negotiate in good faith with Fox regarding the terms pursuant to which such ancillary data may be carried.

Notwithstanding any other provision of this Agreement, to the extent that a Station is not transmitting a DTV channel as of the date of this Agreement, Fox shall be permitted to offer the Network Digital Feed, together with any Program-Related Material or other material provided by Fox for digital transmission, to any licensee transmitting a DTV channel in Station's DMA.

(3) Without limiting the foregoing provisions of this subsection 2(a), each time, if any, that Station uses Fox's ATSC feed of Fox Programming or Program-Related Material for Station's DTV Channel, Station must turn on the FCC Redistribution Control

Descriptor unless Fox directs otherwise.

(b) Except as noted hereafter, Fox commits to deliver Programming to Station throughout the Term of this Agreement for the "Programmed Time Periods", which are as follows (subject to the Time Zone variations listed below):

Daytime:	7-8 a.m.	Monday through Friday
	9-10 a.m.	Monday through Friday and Sunday
	3-5 p.m.	Monday through Friday
	8 a.m.-12 p.m.	Saturday
Prime Time:	7-10 p.m.	Sunday
	8-10 p.m.	Monday through Saturday
Late Night:	11 p.m.-12 a.m.	Monday through Saturday
	12 a.m.-12:30 a.m.	Saturday
Weekend, All-Star & Post Season Sports (including pre-game and post-game shows):		As scheduled for Station by Fox

For Daytime Programming, the specified times above apply to all Time Zones, unless Fox agrees otherwise. For Programmed Time Periods other than Daytime Programming, the specified times above apply for the Eastern or Pacific Time Zones, and the Mountain and Central Time Zones are one hour earlier.

Fox has suspended providing Fox Programming for the Programmed Time Periods 7-8 a.m. Monday through Friday, 9-10 a.m. Monday through Friday, 3-5 p.m. Monday through Friday, 11 p.m.-12 a.m. Monday through Friday and 8-10 a.m. Saturday. Licensee acknowledges that Fox intends to resume programming those time periods, and upon request, Licensee shall negotiate in good faith an amendment to this Agreement which would require carriage of such programming.

(c) Licensee shall cause Station to broadcast all Programming in the Programmed Time Periods as specified by Fox; provided, however, that Licensee shall be entitled to preempt Fox Programming in the following limited circumstances (each, an "Authorized Preemption"): (i) due to a "force majeure" event in accordance with Paragraph 7 below; (ii) as permitted by Paragraph 11 below; and (iii) in the event of a permitted Programming conflict pursuant to, and within the specific limits of, a commitment expressly set forth on Exhibit A (for non-sports programming) or Exhibit B (for sports programming) to this Agreement (but not including any extension or renewal of such commitment by option extension or otherwise), to the extent that the

program preempted pursuant to the commitment set forth on Exhibit A or Exhibit B, as applicable, is "made good" in the time period specified therein.

Any other preemption or failure to broadcast any Fox Programming is an "Unauthorized Preemption" and without limiting any other rights of Fox under this Agreement or otherwise, if within any 12-month period during the Term of this Agreement, Station makes three or more Unauthorized Preemptions, Fox may, upon 30 days' prior written notice to Licensee, elect to either: (1) terminate Station's right to broadcast any one or more series or other Fox programs, and thereafter license the broadcast rights to the applicable series or other Fox programs to any other television station or stations located in Station's DMA, at Fox's election and to the extent and for the period(s) that Fox elects, or (2) terminate this Agreement.

(d) Without limiting subparagraphs (b) or (c) above, each time that Licensee for any reason fails to (or advises Fox it will not) telecast any Fox Programming as provided for in this Agreement (whether deemed an Authorized Preemption or Unauthorized Preemption under subparagraph (c) above), then upon Fox's request, Licensee shall telecast that Programming (or replacement programming selected by Fox) and the commercial announcements contained in it, in a substitute time period that is within the same Nielsen Media Research broadcast ratings week as, and that is of a quality and rating value as nearly as possible equal to that of, the originally scheduled time period. Licensee shall give Fox at least 72 hours advance notice that it intends not to broadcast any Fox Programming and in such notice shall identify the substitute time period that Licensee selects, which time period shall be subject to Fox's prior approval. Notwithstanding anything to the contrary in this Agreement, if Licensee does not fully comply with the foregoing, then, without limitation to any other rights Fox may have under this Agreement or otherwise, Fox shall have the right to license the broadcast rights to the applicable omitted programming (or replacement programming) to another television station located in Station's DMA. In addition to the foregoing, with respect to programming for broadcast within the New Programmed Time Periods (as defined in subparagraph 2(e) below), Fox will provide Licensee with a minimum of six months' notice for each program addition, and Licensee shall be required to advise Fox within 10 days of receiving notification if Licensee does not wish to televise said programming as scheduled by Fox. If Licensee refuses to broadcast any program within a New Programmed Time Period for any reason other than (i) a program conflict specified in subparagraph 2(e) below, or (ii) those specified in Paragraph 11 below, then Fox shall have the right to terminate this Agreement upon six months' prior notice to Licensee.

(e) Notwithstanding anything to the contrary set forth in subparagraph 2(c) or (d) or in this subparagraph (e), Licensee shall not be obligated to broadcast Fox Programming during New Programmed Time Periods (as hereinafter defined) unless and until the FCC eliminates, or modifies to reduce the regulatory constraints of, Section 73.658(d) of its rules. In the event the FCC rules are so eliminated or modified, Licensee shall broadcast over Station's facilities all Fox Programming to be offered during time periods that are not specified in subparagraph 2(b) above as a Programmed Time Period ("New Programmed Time Periods") upon six months' prior notice

to Licensee by Fox. Furthermore, in the event the FCC rules are so eliminated or modified, if Licensee has entered into any agreement(s) prior to an announcement by Fox to program a specific time period and the agreement(s) is (are) for syndicated programming that Licensee is required by the terms of the agreement(s) to broadcast during a New Programmed Time Period, then Licensee shall not be required to broadcast the new Fox Programming within the same time period, and the provisions of subparagraph 2(d) of this Agreement shall govern; provided, however, in any such instance(s) Licensee agrees not to renew or otherwise extend its rights to broadcast such conflicting programming within a New Programmed Time Period. In the event that the FCC modifies but does not eliminate Section 73.658(d) of its rules, then Licensee shall be obligated to broadcast Fox Programming during New Programmed Time Periods to the extent permitted by such modification and this subparagraph 2(e) shall be amended if necessary to conform to such modification; provided, however, that in no event shall Licensee be obligated to broadcast Fox Programming during New Programmed Time Periods at a date earlier than as provided for in this subparagraph 2(e).

(f) Commencing seven days from each request by Fox to Licensee for such negotiation, Licensee and Fox will negotiate in good faith for a period of 60 days in connection with Licensee's transmission or retransmission of Fox Programming or other data, information or content (or any combination of the foregoing) using Station's digital broadcast spectrum or signal capacity other than as provided for under subparagraph 2(a) above (the "New Plan"), which use will not commence earlier than six months from the date of such request.

3. Marketing and Promotion:

(a) Fox will provide Licensee with on-air and off-air marketing materials, marketing priorities and media recommendations (collectively, the "Fox Marketing Deliverables"), which shall be determined by Fox in its sole discretion and which shall include on-air promotional announcements ("Fox Promos") for any programming, including for broadcast in Station's non-Fox Programming. Licensee shall use its good faith, commercially reasonable efforts to air the Fox Promos and to comply with the priorities and recommendations contained in the Fox Marketing Deliverables. Without limiting the foregoing, Licensee shall provide an on-air promotional schedule consistent with Fox's recommendations and in coordination with Fox, and shall cause Station to broadcast that promotional schedule as mutually agreed by Licensee and Fox. Licensee agrees to maintain complete and accurate records of all Fox Promos broadcast as provided herein and, within two weeks following Fox's request, to submit copies of all such records to Fox. Notwithstanding anything to the contrary in (and without limitation to the above provisions of) this subparagraph 3(a), and as a material term of this Agreement, Licensee shall, in coordination with Fox, cause Station to broadcast in the one-half hour immediately preceding prime-time, not less than 30 seconds of Fox Promos provided to Licensee by Fox hereunder.

(b) In addition to providing the Fox Marketing Deliverables, Fox shall make available to Licensee, such other promotional and sales materials containing Fox's branding as Fox and

Licensee may mutually agree. Licensee agrees to work in good faith to co-brand with Fox in order to closely link Station with the Fox identity, including but not limited to inclusion of the Fox corporate logo in the stations' local identification, on-air (e.g., graphics, voice over) and off-air (e.g., website, print, radio, outdoor, etc...) promotion. Licensee shall not delete or alter any copyright, trademark, logo or other notice, or any credit, included in any materials delivered pursuant to this subparagraph or otherwise, and Licensee shall not exhibit, display, distribute or otherwise use any trademark, logo or other material or item delivered pursuant to this paragraph or otherwise, except as instructed by Fox at the time.

(c) Licensee shall make annually, in accordance with each Nielsen Media Research "Sweeps" co-op plan determined by Fox, in consultation with Station, during the Term of this Agreement (each, a "Co-Op Plan"), not less than an amount determined by Fox in its sole discretion (the "Co-Op Commitment") in local cash expenditures for off-air promotion of Fox. Licensee further agrees to comply with Fox's Co-Op Guidelines, as in effect from time to time during the Term of this Agreement, including guidelines with respect to Co-Op reimbursement therein.

4. Commercial Announcements; Prime-Time-Inventory Purchase:

(a) In each individual Fox Program, Fox will have the right in its sole discretion to determine: (1) the number and length of commercial announcement units (including station breaks) that will be available to Fox television broadcast station affiliates ("Fox Affiliates") for insertion of affiliate commercial announcements; and (2) the terms and conditions applicable to the availability and use of the commercial announcement units. Fox will make available to Licensee for Station's use in each individual Fox Program the same number and length of commercial announcements (including station breaks) as Fox makes available generally in that Program to Fox Affiliates on a national basis, on the terms and conditions that Fox generally applies to Fox Affiliates on a national basis. Licensee agrees to be bound by Fox's decisions as provided in this Paragraph 4.

(b) Fox shall determine the placement, timing and format of Fox's and Licensee's commercial announcements. Fox shall have the right to include commercial announcements in all of the commercial time available in each hour of the Programming other than that expressly allocated to Licensee in this Agreement.

(c) Licensee's broadcast over the Station of all commercial announcements included by Fox in Fox Programming is of the essence of this Agreement, and nothing contained in Paragraph 2 above or elsewhere in this Agreement (other than Paragraph 11 below) shall limit Fox's rights or remedies at law or otherwise relating to failure to broadcast the commercial announcements. Licensee agrees to maintain complete and accurate records of all commercial announcements broadcast as provided in this Agreement. Within two weeks following each request by Fox, Licensee will submit copies of all such records to Fox.

(d) Fox grants Licensee a total of local commercial announcement units (each 30-second local commercial unit, a "Unit") each week in Fox Prime Time during the Term, as designated at any time by Fox in Fox's sole discretion (the "Prime Time Local Units"). Notwithstanding the foregoing, Fox will retain as Fox commercial announcement time , and will sell such Prime Time Local Units to Licensee, and Licensee hereby agrees to purchase such Prime Time Local Units, during the Term for purchase fees to be communicated by Fox to Licensee in writing (the "Prime Time Inventory Purchase"). Fox agrees to allocate (the "Guaranteed Units") on a basis that approximates, as reasonably determined by Fox, the average value of the Fox Prime Time schedule.

(e) Notwithstanding the foregoing, Fox may, consistent with past practice, preempt Licensee's Prime Time Local Units (including the Guaranteed Units) due to Fox sports programming or other infrequent special programming not regularly scheduled. Fox will "make good" any preempted Guaranteed Units in Fox Prime Time within seven days after the end of that week; provided, however, that Fox will have 14 days following the end of that week to make good any Guaranteed Units preempted due to post-season baseball. The Guaranteed Units "made good" by Fox will be placed by Fox to approximate, as reasonably determined by Fox, the value of the positions from which the Local Units were preempted.

(f) Licensee may include in each program in the NFL Sports Package only the same number and length of commercial announcements (including station breaks) as Fox provides generally in that program to Fox Affiliates on a national basis, which, with respect to NFL games, will currently be , during each NFL pre-season and regular season game, (Fox currently contemplates).

Between 1st & 2nd Quarters:
Beginning of Half-Time:
End of Half-Time:
End of Third Quarter:

(g) Fox agrees that for the Term, Fox's regional or sectional network advertising will cover a minimum of five markets and that Fox will not circumvent the spirit of this provision by allowing an advertiser to combine one large to medium market with several small markets.

(h) With respect to NASCAR and MLB Games, Fox will provide Station with the same number and length of local commercial announcements (including station breaks) as Fox provides generally in those games to Fox Affiliates on a national basis.

5. Exclusivity:

(a) Other than as provided in this Section 5, the following "Program Holdback" will apply to each Fox Program that has its initial Fox exhibition after February 2006, if Station broadcasts that initial exhibition in accordance with the terms and conditions of this Agreement:

(1) Fox will not, for the "Applicable Holdback Period" specified below, broadcast that Program on or distribute that Program to (or grant permission for the broadcast on or distribution to) any video delivery system other than Station (including any over-the-air television station, cable system, Internet provider, direct-to-home satellite provider or other multichannel video programming distributors or telephone system (collectively, "Video Delivery System") but excluding any exhibition in movie theaters or distribution of videocassette, videodisc or similar devices for use in connection with home-type monitor devices), for either digital or analog television exhibition within Station's DMA. The "Applicable Holdback Period" will be until the end of the applicable "Maximum Period", as follows:

Program Type	Maximum Period
NFL Games Award & Talk Shows Sports (other than NFL games)	
Topical Programs (e.g., News Magazines) Non-Topical Programs	

(2) For purposes of this Section 5, a "Program" is each individual broadcast unit (e.g., each episode of a series, each night of a mini-series or each game), and the foregoing Applicable Holdback Period will commence on the initial Fox network exhibition of each Program.

(3) The foregoing provisions of this Section 5 will apply to each Fox Program only to the extent permissible under Fox's agreement with the supplier of that Program and to the extent not in conflict with Fox's rights or obligations under that agreement; provided, however, that Fox will, consistent with its customary business practices and requirements, use commercially reasonable efforts to acquire the rights needed to comply with the provisions of subparagraph (a)(1) above. In addition, the foregoing provisions of this Section 5 are subject to and limited by any applicable geographical and other restrictions under the presently effective FCC rules and

regulations or those that may be in effect at any time during the Term.

(b) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to distribution by Fox of excerpts comprising
; provided, that any program made up primarily of excerpts that are from topical or sports programs that share the same title (e.g., made up primarily of excerpts from different episodes of FOX NFL Sunday) and are then subject to the Program Holdback, must use a different title than the regular title of the programs from which those excerpts are taken (but the regular title may be used as part of the different title),

(c) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to distribution by Fox of programming to the homes served by a multichannel video programming distributor with whom Licensee has not executed a retransmission consent agreement for the retransmission of any Fox Programming.

(d) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to (i) any Fox program promo or (ii) any episodes of a cancelled series (if Fox does not broadcast the series on the Fox Network within 12 months from its last broadcast thereon, it is deemed cancelled as of that last broadcast).

(e) (1)

(2) The term "linear repurposing" as used herein means the exhibition of programs that initially aired on Station, on a scheduled basis by a cable, satellite or telephone video delivery system, an over-the-air television station or other multichannel video delivery system. (By way of illustration, exhibition of programs by FX Network, A&E Network, USA Network, etc. would constitute exhibition on a linear repurposing basis.) Notwithstanding anything to the contrary herein, Fox agrees not to linear repurpose Fox primetime programs on a local broadcast television station other than Station or to linear repurpose such programs by means of Internet streaming; provided, however, that Fox will have the right, in each broadcast season, to linear repurpose on any over-the-air-television station
from a non-first-year primetime serialized series

(3) Notwithstanding the foregoing, a Linear Excluded Program may not be

exhibited on any Video Delivery System other than Station earlier than 12:01 A.M. Pacific Time following the first Fox exhibition of that Linear Excluded Program, or, if the Linear Excluded Program is part of an on-going series, in the same time period as such series is being regularly scheduled by Fox for Fox exhibition (e.g., if the Linear Excluded Program is part of a series then being regularly scheduled by Fox for 8:00 to 9:00 P.M., the Linear Excluded Program may not then be exhibited on any Video Delivery System other than Station during the 8:00 to 9:00 P.M. time period); provided, however, that the foregoing restriction will not apply to any Linear Excluded Program for longer (or to any greater extent) than the Program Holdback would have applied if the program were not a Linear Excluded Program (e.g., in no event longer than one year from initial Fox exhibition if the Excluded Program is a "Non-Topical Program").

(f) (1) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to "non-linear repurposing" (as defined below). With respect to non-linear repurposing, Fox will have the right to repurpose any and all Fox programs on any Video Delivery System whatsoever (each Fox program repurposed pursuant to this subparagraph 5(d) is a "Non-Linear Excluded Program"). Non-linear repurposing will be for revenue-generating purposes only;

(2) The term "non-linear repurposing" as used herein means the exhibition of programs on any Video Delivery System by any means other than exhibition on a linear repurposing basis. (By way of illustration, the exhibition of a program by a cable, satellite or telephone Video Delivery System on a viewer demand basis or by the downloading of a program from the Internet, rather than exhibition on a pre-determined, scheduled basis, would constitute exhibition on a non-linear basis.)

(3) Notwithstanding the foregoing, a Non-Linear Excluded Program may not be exhibited on any Video Delivery System other than Station earlier than 12:01 A.M. Pacific Time following the first Fox exhibition of that Non-Linear Program; provided, however, that the foregoing restriction will not apply to any Non-Linear Excluded Program for longer (or to any greater extent) than the Program Holdback would have applied if the program were not a Non-Linear Excluded Program.

(g) With respect to the provisions of Section 5(e) ("linear repurposing") and 5(f) ("non-linear repurposing") above, the parties agree that the following distribution controls shall apply:

(1) Fox shall have complete, exclusive and unqualified discretion and control as to the time, manner, and terms of its distribution, exhibition and exploitation of each Fox program, subject to the terms of this Agreement, and each individual broadcast unit thereof (e.g., each episode of a series, each night of a mini-series or each game) (collectively, "Fox Programs") and all ancillary, allied, subsidiary and otherwise related rights (collectively, the "Rights"), separately or in connection with other programs, in accordance with such policies, terms and conditions and through such parties as Fox in its business judgment may in good faith determine are consistent with business policy and proper or expedient and the decision of Fox in all such matters shall be binding and conclusive upon Licensee. Fox makes no express or implied warranty or representation as to the manner or extent of any distribution or exploitation of the Rights or any of them, nor the amount of money to be derived from the distribution, exhibition and exploitation of the Rights or any of them, nor as to any maximum or minimum amount of such monies to be expended in connection therewith. Fox does not guarantee the performance by any Subdistributor, licensee or exhibitor, of any contract regarding the distribution and exploitation of any of the Rights..

(2) Licensee acknowledges that Fox is part of a diversified, multi-faceted, international company, whose affiliates include, or may in the future include, among others, exhibitors, television "platforms", networks, stations and programming services, production and production consultancy companies, video device distributors, record companies, internet companies, so called "E.Commerce companies", publishers (literary and electronic) and wholesale and retail outlets (individually or collectively, "Affiliated Company or Companies"). Licensee further acknowledges that Fox has informed Licensee that Fox intends to make use of Affiliated Companies in connection with its distribution and exploitation of the Rights, as, when and where Fox deems it appropriate to do so. Licensee expressly waives any right to object to such distribution and exploitation of any of the Rights (or aspects thereof) or assert any claim that Fox should have offered the applicable distribution / exploitation rights to unaffiliated third parties (in lieu of, or in addition to, offering the same to Affiliated Companies). In consideration thereof, Fox agrees that Fox's transactions with Affiliated Companies will be on monetary terms comparable to the terms on which the Affiliated Company enters into similar transactions with

unrelated third party distributors for comparable programs. Without affecting, or in any way limiting, any remedy under the Letter Agreement or Affiliation Agreement, or otherwise, Licensee agrees that Licensee's sole remedy against Fox for any alleged failure by Fox to comply with the terms of this paragraph shall be actual damages, and Licensee hereby waives any right to seek or obtain preliminary or permanent equitable relief or punitive relief in connection with any such alleged failure.

(3) Any dispute arising under the above Section 5(g) shall be arbitrated by, and under the rules of, JAMS in binding arbitration in Los Angeles, California and before a mutually selected arbitrator experienced in the United States television industry, subject to the terms of Attachment 1, which is incorporated herein by this reference. Although each side shall advance one-half of the fee of the arbitrator and for JAMS' services, the prevailing party in such arbitration shall be entitled to recover all costs of arbitration, including reasonable outside attorneys' fees and costs.

6. Licensee shall simultaneously with the execution of this Agreement, execute and return with this Agreement two (2) copies of the Equipment Usage Agreement ("EUA"), as provided to Licensee by Fox.

7. Force Majeure: Fox shall not be liable to Licensee for failure to supply any Programming or any part thereof, nor shall Licensee be liable to Fox for failure to broadcast any such Programming or any part thereof, by reason of any act of God, labor dispute, non-delivery by program suppliers or others, failure or breakdown of satellite or other facilities, legal enactment, governmental order or regulation or any other similar or dissimilar cause beyond their respective control ("force majeure event"). If, due to any force majeure event(s), Fox substantially fails to provide the Programming to be delivered to Licensee under Paragraph 1 above, or Licensee substantially fails to broadcast such programming as scheduled by Fox, for four consecutive weeks, or for six weeks in the aggregate during any 12-month period, then the other party hereto (the "unaffected party") may terminate this Agreement upon 30 days' prior written notice to the party so failing, which notice may be given at any time prior to the expiration of seven days after the unaffected party's receipt of actual notice that the force majeure event(s) has ended.

8. Assignment: This Agreement shall not be assigned by Licensee without the prior written consent of Fox (which consent, if granted by Fox, will not be unreasonably withheld or delayed), and any permitted assignment shall not relieve Licensee of its obligations under this Agreement. Any purported assignment by Licensee without such consent shall be null and void and not enforceable against Fox. Licensee shall immediately notify Fox in writing if any application is made to the FCC pertaining to an assignment or a transfer of control of Licensee's license for the Station, or any interest therein. For purposes of this Section 8, a "transfer of control" shall include Licensee's return of Station's FCC license to the government. Except as to "short form" assignments or transfers of control made pursuant to Section 73.3540(f) of the Rules and Regulations of the FCC, Fox shall have the right to terminate this Agreement, effective upon 30 days' notice to Licensee and the transferee or assignee, which notice may be given at any time within 90 days after the later occurring of: (a) the date on which Fox learns that such assignment

or transfer of control has become effective; or (b) the date on which Fox receives written notice of such assignment or transfer of control. Licensee agrees, that upon Fox's request, Licensee shall procure and deliver to Fox, in form satisfactory to Fox, the agreement of the proposed assignee or transferee that, upon consummation of the assignment or transfer of control of the Station's authorization, the assignee or transferee will assume and perform this Agreement in its entirety without limitation of any kind. If Licensee fails to notify Fox of the proposed assignment or transfer of control of said Station's authorization, or fails to procure the agreement of the proposed assignee or transferee in accordance with this Paragraph, then such failure shall be deemed a material breach of this Agreement. Without limitation to any other provision of this Agreement or to any of Fox's rights or remedies, if, without Fox's prior written consent, Licensee enters into any "Local Management Agreement", "Time Brokerage Agreement" or similar arrangement or agreement pertaining to Station operations, or for the use (by lease or otherwise) by any party other than Licensee of any Programmed Time Period or New Programmed Time Period or any significant portion of Station's broadcast time outside of those Fox Time Periods, Fox will have the right at any time to terminate this Agreement on 30 days' notice to Licensee. Licensee represents and warrants that Licensee and California Broadcasting Inc. ("CBI") intend to enter into a Joint Sales Agreement and a Shared Services Agreement (together, "JSA/SSA") with regard to Station, on or about the Effective Date, whereby CBI will have the right and authority, subject to applicable FCC rules and regulations, to provide certain operational services to Station; provided, however, CBI will not have the right to, and will not, use Station's broadcast time during the Fox Programmed Time periods, and such management of Station's operations by CBI shall not interfere with the performance of, nor shall it be deemed to violate, the terms of this Agreement. This Agreement constitutes prior written consent by Fox to Licensee's entry into the JSA/SSA with CBI.

9. Unauthorized Copying: Licensee shall not, and shall not authorize others to, record, copy or duplicate any programming or other material furnished by Fox hereunder, in whole or in part, and shall take all reasonable precautions to prevent any such recordings, copying or duplicating. Notwithstanding the foregoing, if Station is located in the Mountain Time Zone, Licensee may pre-record programming from the satellite feed for later telecast at the times scheduled by Fox. Licensee shall erase all such pre-recorded programming promptly after its scheduled telecast.

10. Term; Termination:

(a) The term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2014 (the "Initial Period"). After the Initial Period, the term of this Agreement may be extended for additional successive periods of one year each, by Fox, in its sole discretion, giving written notice of such extension (the "extension notice") to Licensee at least 120 days prior to the expiration of the then-current period; provided, however, that if, within 30 days of Licensee's receipt of the extension notice, Licensee, in its sole discretion, gives Fox written notice that Licensee rejects such extension, then the extension notice shall not be effective and this Agreement shall terminate upon expiration of the then-current period (the Initial Period and any additional successive periods, collectively, the "Term").

(b) Notwithstanding the foregoing, and in addition to Fox's other rights in law or equity, Fox may terminate this Agreement on notice to Licensee (i) in accordance with the provisions of Sections 2(c), 2(d), 7, 8, 12, 13, 17 or 18 hereof, subject to cure periods, if any, described in said Sections; or (ii) if Licensee breaches any other material term of this Agreement, including without limitation, Licensee's obligations contained in Section 1(a) hereof, and Licensee has not cured such breach within thirty (30) days of its receipt of notice of such breach (limited to 10 days with respect to a payment breach).

(c) Upon the termination or expiration of the Term of this Agreement, all of Licensee's and Station's rights to broadcast or otherwise use any Fox Programming or any trademark, logo or other material or item hereunder shall immediately cease and neither Licensee nor Station shall have any further rights whatsoever with respect to any such Fox Programming, material or item.

11. Applicable Law: Notwithstanding anything to the contrary in this Agreement, the obligations of Licensee and Fox under this Agreement are subject to all applicable federal, state, and local laws, rules and regulations (including, but not limited to, the Communications Act of 1934, as amended ("Communications Act"), and the rules and regulations of the Federal Communications Commission) and this Agreement shall be deemed to have been negotiated and entered into, and this Agreement and all matters or issues collateral thereto shall be governed by, the law of the State of California applicable to contracts negotiated, executed and performed entirely within that state. With respect to programs offered or already contracted for pursuant to this Agreement, nothing in any other Paragraph hereof shall be construed to prevent or hinder Licensee from (a) rejecting or refusing Fox Programming which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest, or (b) substituting a program which, in Licensee's opinion, is of greater local or national importance; provided, however, Licensee shall give Fox written notice of each such rejection or substitution, and the justification therefor, at least 72 hours in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause for any lesser notice). Notwithstanding anything to the contrary expressed or implied herein, the parties acknowledge that Station has the ultimate responsibility to determine the suitability of the subject matter of program content, including commercial, promotional or public service announcements, and to determine which programming is of greater local or national importance, consistent with 47 C.F.R. Section 73.658(e).

12. Station Acquisition by Fox: If Fox or any of Fox's parent, affiliated, subsidiary or related companies or other entities enters into any agreement to acquire any significant ownership and/or controlling interest in any television broadcast station licensed to any community within Station's DMA, then Fox shall have the right at any time after that agreement is made, to terminate this Agreement upon not less than 60 days' notice to Licensee. Said termination shall be effective as of such date as Fox shall designate in said notice.

13. Change in Operations: If at any time Station's transmitter location, power, frequency, programming format, hours of operation, technical quality of transmissions or any other material aspect of Station's operations is materially changed such that Fox determines in its reasonable

judgment that Station is of materially less value to Fox as a broadcaster of Fox Programming than at the date of this Agreement, then Fox shall have the right to terminate this Agreement upon 60 days' prior written notice to Licensee, unless Licensee cures such change in Station's operations during said sixty (60) day period to Fox's reasonable satisfaction.

14. Non-Liability of Board Members: To the extent the Fox Broadcasting Company Affiliates' Association Board of Governors (the "Board") and its members are acting in good faith in their capacity as such, then the Board and each such member so acting shall not have any obligation or legal or other liability whatsoever to Licensee in connection with this Agreement, including without limitation, with respect to the Board's or such member's approval or non-approval of any matter, exercise or non-exercise of any right or taking of or failing to take any other action in connection therewith.

15. Warranties and Indemnities:

(a) Fox represents and warrants that Station's broadcast, in accordance with this Agreement, of any Fox Programming provided by Fox to Station shall not violate or infringe upon the trade name, trademark, copyright, literary or dramatic right, or right of privacy or publicity of any party, or constitute a libel or slander of any party; provided, however, that the foregoing representations and warranties shall not apply: (1) to public performance rights in music, (2) to any material furnished or added by any party other than Fox after delivery of the programming to Station or (3) to the extent such programming is changed or otherwise affected by deletion of any material by any party other than Fox after delivery of the programming to Station. Fox agrees to indemnify and hold harmless Station and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Licensee's or Station's lost profits or consequential damages, if any) caused by or arising out of Fox's breach of the representations and warranties set forth in the foregoing sentence. Fox makes no representations, warranties or indemnities, express or implied, except as expressly set forth in this subparagraph (a).

(b) Without limitation to any of Licensee's other obligations and agreements under this Agreement, Licensee agrees to indemnify and hold harmless Fox and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Fox's lost profits or Fox's consequential damages, if any) caused by or arising out of any matters excluded from Fox's representations and warranties by subparagraphs (a)(1), (2) or (3) above, or any breach of any of Licensee's representations, warranties or agreements hereunder or any programming broadcast by Station other than that provided by Fox hereunder.

(c) The indemnitor may assume, and if the indemnitee requests in writing shall assume, the defense of any claim, demand or action covered by indemnity hereunder, and upon the written request of the indemnitee, shall allow the indemnitee to cooperate in the defense at the

indemnitee's sole cost and expense. The indemnitee shall give the indemnitor prompt written notice of any claim, demand or action covered by indemnity hereunder. If the indemnitee settles any claim, demand or action without the prior written consent of the indemnitor, the indemnitor shall be released from the indemnity in that instance.

16. Notices: All notices to each party required or permitted hereunder to be in writing shall be deemed given when personally delivered (including, without limitation, upon delivery by overnight courier or other messenger or upon receipt of facsimile copy), upon the date of mailing postage prepaid, addressed as specified below, or addressed to such other address as such party may hereafter specify in a written notice given as provided herein. Such notices to Licensee shall be to the address set forth for Licensee on page 1 of this Agreement, with courtesy copies to: David Bailey, President, Esteem Broadcasting, 13865 E. Elliott Drive, Marshall, IL 62441 and Howard Liberman, Drinker Biddle & Reath LLP, 1500 K Street, NW, Suite 1100, Washington, DC 20005-1209. Such notices to Fox shall be to: Fox Broadcasting Company, 10201 West Pico Boulevard, Los Angeles, CA 90035, Attn: Network Distribution; with a copy to: Fox Broadcasting Company, 10201 West Pico Boulevard, Los Angeles, CA 90035, Attn: Legal Affairs.

17. Retransmission Consent:

(a) Fox acknowledges that Licensee may from time to time grant its consent to the transmission or retransmission by MVPDs of Station's signal in its entirety, including Fox Programming. Fox acknowledges that the rights granted under this Agreement include Licensee's right to authorize retransmission of Fox Programming by MVPDs pursuant to the mandatory carriage provisions or retransmission consent provisions of the Communications Act, as such may be amended from time to time; provided that (i) Licensee grants retransmission consent to such Station's signal in its entirety for simultaneous retransmission on Standard Television without alteration, and (ii) Licensee shall not grant retransmission consent to any MVPD to provide Station's signal with Fox Programming to subscribers located outside of the DMA in which the Station Community is located. Fox shall have the right to terminate this Agreement immediately upon notice to Licensee upon a breach of the provisions of this Section 17.

(b) Neither this Agreement nor any grant by Licensee of retransmission consent conveys any license or sublicense in or to the copyrights of Fox Programming and Fox shall in no way be a party to or incur any duty or other obligation in connection with any retransmission consent granted by Licensee.

18. Change In Fox Operations and/or Terms of Doing Business: Notwithstanding anything to the contrary in this Agreement and without limitation to any of Fox's rights, Fox reserves the right (other than with respect to: (i) the first and last sentences of Paragraph 2(e) above; and (ii) Paragraph 11 above) to make changes in its operations and/or terms of doing business that conflict with (or do not conform to) the terms of this Agreement and that will be applicable to Fox Affiliates generally. Fox shall notify Licensee in writing that Fox has made such change and the effective date thereof, and as of said effective date, this Agreement will be deemed amended

to reflect such change, unless within 20 days of Fox's notification to Licensee of such change, Licensee notifies Fox in writing that Licensee rejects such change. If Licensee does so reject said change, then Fox shall have the right for a period of six months from Fox's receipt of Licensee's rejection notice to terminate this Agreement by providing not less than 90 days' written notice to Licensee.

19. Miscellaneous:

(a) Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between Fox and Licensee.

(b) No waiver of any failure of any condition or of the breach of any obligation hereunder shall be deemed to be a waiver of any preceding or succeeding failure of the same or any other condition, or a waiver of any preceding or succeeding breach of the same or any other obligation.

(c) In connection with Fox Programming, Station shall at all times permit Fox, without charge, to place, maintain and use on Station's premises such reasonable amounts of devices and equipment as Fox shall require, in such location and manner, as to allow Fox to economically, efficiently and accurately achieve the purposes of such equipment. Station shall operate such equipment for Fox, to the extent Fox reasonably requests, and no fee shall be charged by Station therefor.

(d) This Agreement, together with its exhibits and attachments, and the Letter Agreement between the parties of even date herewith (the "Letter Agreement"), constitutes the entire understanding between Fox and Licensee concerning the subject matter hereof and shall not be amended, modified, changed, renewed, extended or discharged except by an instrument in writing signed by Fox and Licensee or as otherwise expressly provided herein or therein. Fox and Licensee each hereby acknowledges that neither is entering into this Agreement in reliance upon any term, condition, representation or warranty not stated herein or in the Letter Agreement. All actions, proceedings or litigation brought against Fox by Licensee shall be instituted and prosecuted solely within the County of Los Angeles, California. Licensee hereby consents to the jurisdiction of the state courts of California and the federal courts located in the Central District of California as to any matter arising out of, or related to this Agreement.

(e) Without limitation to Paragraph 1 above, for purposes of this Agreement, the term "Programs" (and the derivations thereof including, without limitation, "Programming") will include, without limitation, to the extent Fox reasonably elects, television specials, made-for-television movies, television series and all other forms of television motion pictures and programs, as well as any other Program-Related Material, transmitted or otherwise communicated by Fox with the intent that it be perceived or otherwise received, visually or visually and aurally, by television receiver, television monitor or any other device or equipment whatsoever now known or hereafter devised.

(f) Each and all of the several rights and remedies of each party hereto under or contained in or by reason of this Agreement shall be cumulative, and the exercise of one or more of said rights or remedies shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party hereto be entitled to or recover any lost profits or consequential damages because of a breach or failure by the other party, and except as expressly provided in this Agreement to the contrary, neither Fox nor Licensee shall have any right against the other with respect to claims by any third person or other third entity.

(g) If any provision of this Agreement (the "Void Provision"), as applied to either Fox or Licensee or any circumstances, is found to be against public policy or otherwise void or unenforceable, or in conflict with any applicable federal, state or local law, rule or regulation (including without limitation any rule or regulation of the FCC), then commencing within 10 days following such finding, Fox and Licensee must negotiate in good faith for a period of 30 days regarding a provision to replace the Void Provision, which provision shall materially meet the intent of the parties as set forth in the Void Provision and essentially preserve the benefits provided by this Agreement to both parties. If the parties are unable to agree on such a replacement provision for any reason whatsoever, including without limitation due to any constraints imposed by any law, rule or regulation, then either party will have the right to terminate this Agreement at any time on six months prior notice.

(h) Paragraph headings are inserted for convenience only and shall not be used to interpret this Agreement or any of the provisions hereof or given any legal or other effect whatsoever.

(i) Licensee acknowledges that Station's rights contained in this Agreement are subject to and must be exercised consistent with the rights conveyed to Fox by the NFL, MLB, NASCAR or any other licensor of programming delivered under this Agreement as those rights may be conditioned, limited or restricted.

(j) The following provisions shall survive the expiration or termination of this Agreement: Sections 9, 11, 15, 19(d), 19(f), 19(j) and any other provision expressly stating the same.

20. News Agreement:

If Licensee launches an on-air, regularly-scheduled local newscast program ("Local Newscast") at any time during the Term, Licensee agrees to participate in the FNN News Edge Service and to execute an FNN News Service Agreement with FNN ("News Agreement"). Upon Licensee's execution of the News Agreement, that News Agreement shall be deemed attached to

this Agreement as Exhibit C and incorporated herein by this reference. Any breach by Licensee of the News Agreement will be a breach by Licensee of this Agreement of equivalent materiality (e.g., a material breach of the News Agreement by Licensee will be a material breach of this Agreement by Licensee).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FOX BROADCASTING COMPANY

("FOX")

By: _____
Name: Jon Hookstratten
Title EVP, Broadcast Distribution

ESTEEM BROADCASTING OF CALIFORNIA LLC
("LICENSEE")

By: _____
Name: DAVID L. BAILEY
Title: PRESIDENT

EXHIBIT A

STATION NON-SPORTS PROGRAMMING COMMITMENTS

No preemptions due to non-sports programming.

OB

EXHIBIT B

STATION SPORTS PROGRAMMING COMMITMENTS

Station has the right to carry up to six (6) professional sporting events in prime time.

The professional sporting events will not preempt any live Fox Sports programming.

Station will not preempt network programming during Nielsen-designated sweeps periods in November, February or May, or on premiere, finale, Sunday or any other special event nights of programming. Station will make good preempted FOX prime time programming in its entirety immediately following late local news. Station will make best efforts to advise viewers of preemptions and the time period make good.

Without limitation to the restrictions provided in this Exhibit above, Station may renew its agreement for the above programming throughout the term of the current affiliation agreement.

KBVU will adhere to promotional guidelines provided by Affiliate Marketing for all programs preempted.

nzb

ATTACHMENT 1

ARBITRATION PROVISIONS

(a) Either Licensee or Fox may commence arbitration proceedings by giving to the other a written letter stating that it desires to submit a dispute to arbitration and designating one arbitrator.

(b) Within 20 days after receiving such letter, the other party shall designate in writing a second arbitrator. If the other party fails or refuses for whatever reason, to select a second arbitrator within 20 days, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy.

(c) The two arbitrators shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within 10 days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association.

(d) Each of the arbitrators shall be a person experienced and knowledgeable with regard to the sale by television stations of advertising time in network programs.

(e) The arbitration shall be conducted in the County of Los Angeles, State of California, and except as otherwise expressly provided in this Agreement, the arbitration shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association.

(f) If either party fails to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or otherwise fails to participate in the arbitration proceeding, the arbitrators or arbitrator, as the case may be, are empowered to proceed ex parte.

(g) The arbitrator or arbitrators, as applicable, when appointed, shall promptly decide the controversy by majority vote and such decision shall be final, and Licensee and Fox shall be bound by the arbitrators' majority decision.

(h) The arbitrators' decision shall be controlled by the terms of this Affiliation Agreement.

EXECUTION COPY

November 12, 2012

David Bailey
President
Esteem Broadcasting LLC
13865 E. Elliott Drive
Marshall, IL 62441

Dear Mr.Bailey:

This letter agreement (this "Letter Agreement") between Fox Broadcasting Company ("Fox") and Esteem Broadcasting of California LLC ("Licensee"), on behalf of itself and Licensee's Station listed on the attached Exhibit A ("Station"), amends and supplements that certain Station Affiliation Agreement between Fox and Licensee dated as of the date hereof and entered into contemporaneously herewith (the "Affiliation Agreement"). Capitalized terms used but not defined in this Letter Agreement will have the meanings set forth in the Affiliation Agreement.

1. Programming Fee.

2. Prime Time Inventory Purchase Fees.

	Inventory Purchase Fee Year 7/1/12 – 6/30/13	Inventory Purchase Fee Year 7/1/13 – 6/30/14
Total Fees:		

All Prime Time Inventory Purchase Fees must be paid in full when due in accordance with the applicable Fox Payment Terms, as provided on Exhibit B attached hereto.

3. NFL Contribution Fees.

(a) For the period beginning the Effective Date through December 31, 2012 (the "NFL Contribution Fee Period"), Licensee agrees to pay Fox NFL Contribution Fees, for each calendar quarter during the NFL Contribution Fee Period for Station, which shall be the sum of the following:

"Total Net Advertising Revenue" means Station's total, gross advertising revenue, less advertising agency commissions, rep firm and local sales commissions and Bad Debts (as defined below), but without any other deductions or offsets of any kind whatsoever.

"Bad Debts" means any amounts billed that are more than six months old and that have not been collected after using customary collection efforts. If any amounts billed by Station become Bad Debts after the Term, then the applicable amount paid to Fox by Licensee based on those Bad Debts will be promptly returned by Fox to Licensee after Licensee's written notice to Fox thereof (i.e., the formula set forth above shall be recalculated and any excess paid by Licensee shall be returned by Fox). The amounts of any Bad Debts that are collected after having been taken as a deduction (or for which Fox has made a refund to Licensee in accordance with the immediately foregoing sentence) will be gross advertising revenue and Fox must be paid its share of such amounts in accordance with the foregoing provisions.

(b) If any prime time or NFL commercial inventory is sold in a package with commercial inventory for a daypart that is not prime time or NFL (the "other daypart"), any difference in pricing between the average Cost-Per-Point ("CPP") for the other-daypart inventory that is in the package, when compared to the average CPP for the other-daypart inventory when sold on a stand-alone, non-packaged basis, must be consistent with Station's historical pricing custom and practice, and in any event the average CPP for the other-daypart inventory sold in the package must not exceed the average CPP for the non-packaged inventory.

(c)

(d) All NFL Contribution Fees must be paid in full when due in accordance with the applicable Fox Payment Terms, as provided on Exhibit B attached hereto.

4. Credits.

5. Books and Records. Licensee and Station must maintain complete, detailed and accurate books of account and records concerning the payments to be made hereunder and all matters relating to them, including but not limited to (i) all information necessary to calculate the Programming Fee (the "Programming Fee Books"); and (ii) all information concerning the sale of Station's commercial inventory in Fox prime time and in pre-season and regular season NFL games, and in other dayparts to the extent that commercial inventory in those other dayparts is packaged with that prime time or NFL inventory (the "NFL Contribution Fee Books" and together with the Programming Fee Books, the "Books"). Upon 10 days' prior written notice to Licensee, Fox may cause an Auditor (as defined below) to inspect, copy and/or audit the Books. Any audit will be conducted by either an independent, nationally-recognized firm of certified public accountants or a national media audit company (e.g., without limitation, Media Audits International) selected by Fox (the "Auditor"), and will be subject to the terms of the audit procedures agreed to between the parties. Licensee will cooperate fully with Fox and the Auditor in connection with any audit by Fox and the Auditor conducted in accordance with this Letter Agreement.

6. Non-Linear Repurposing Revenue Share. Fox agrees to pay a percentage of all monies actually received and earned by Fox from Non-Linear Repurposing as provided in the Affiliation Agreement, net of the direct, out-of-pocket cost for distribution and of the applicable union residuals payout of the applicable program(s) ("Fox Net Revenue"), as follows: (i) of Fox Net Revenue for post-airs and (ii) of Fox Net Revenue for pre-airs, in accordance with the terms and conditions set forth in the Affiliation Agreement. The percentages of Fox Net Revenue above will be divided proportionately among Fox-affiliated stations (including Fox's owned and operated stations) based upon the number of households served, and payment will be made within 60 days following the close of the first calendar quarter in which the applicable monies have been both earned and actually received by Fox. In no event will Fox become obligated to pay any amounts to Licensee hereunder for any Non-Linear Repurposing that occurs after the expiration of the Non-Linear Holdback Period, as provided in the Affiliation Agreement. Upon request, Fox will provide an account of the Fox Net Revenue to the Board of Governors of the Fox Broadcasting Company Television Affiliates' Association on an annual basis. The parties agree to the terms and conditions with respect to audit rights set forth on Exhibit E attached hereto.

7. Termination. In addition to its other rights in law or equity, Fox may terminate this Letter Agreement on notice to Licensee if: (i) Licensee breaches any material term of this Letter

Agreement, provided that Licensee shall have 30 days following such notice of breach to cure such breach (limited to 10 days in the case of a payment breach); or (ii) Licensee breaches any material term of the Affiliation Agreement, provided that any cure period set forth therein has expired. Fox and Licensee further agree that a breach of any material term of this Letter Agreement will be deemed a material breach giving rise to any termination right available under the Affiliation Agreement. The approvals and agreements in this Letter Agreement shall terminate immediately upon the termination of this Letter Agreement or the termination or expiration of the Affiliation Agreement.

8. Confidentiality. The parties understand that it is imperative that all of the terms in this Letter Agreement, as well as any information provided pursuant to this Letter Agreement, remain confidential. Accordingly, each party agrees, as a material term of this Letter Agreement, to not disclose any portion of this Letter Agreement or any information provided pursuant to this Letter Agreement to any third parties, except to their representative(s) on a need-to-know basis, or if either party becomes legally compelled to disclose the terms of this Letter Agreement. Any party legally compelled to make disclosure agrees to use reasonable efforts to disclose only that portion which is legally required. Fox and Licensee shall not disclose any specific fees to be paid pursuant to this Letter Agreement. Without limiting the foregoing, the parties agree that, in the event that Licensee determines to file this Letter Agreement with the FCC, the parties will cooperate to redact all confidential information from this Letter Agreement prior to filing it with the FCC.

9. Accrued Obligations. Termination or expiration of this Letter Agreement in accordance with its terms will not relieve the other party from payment obligations (on the terms set forth on Exhibit B or otherwise) for amounts accrued before or accruing after the date of such termination, including any amounts owed by Licensee for any fees hereunder, or interest thereon.

10. Taxes. All fees under this Letter Agreement are net of taxes. Licensee is responsible for all taxes, franchise fees and similar charges levied on Licensee or Station by any taxing authority. This Section 10 will survive the termination or expiration of this Letter Agreement.

11. Entire Understanding. This Letter Agreement, including its exhibits and attachments, and the Affiliation Agreement (the "Agreements") constitute the entire understanding between Fox and Licensee concerning the subject matter hereof. The Agreements supersede any and all other prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter of the Agreements. Fox and Licensee hereby acknowledge that neither is entering into this Letter Agreement in reliance upon any term, condition, representation or warranty not stated in the Agreements.

12. Waiver and Amendment. This Letter Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties. No failure to exercise or delay in the exercise of, a party's rights under this Letter Agreement will constitute a waiver of such rights. No waiver of a provision of this Letter Agreement will constitute a waiver of the same or any other provision of this Letter Agreement other than as specifically set forth in such waiver. Fox and Licensee hereby acknowledge that neither is entering into this Letter Agreement in reliance upon any term, condition, representation or warranty not stated in the Agreements. This Letter Agreement will not operate as a waiver of any provision of the Affiliation Agreement.

13. Survival. The following provisions shall survive the expiration or termination of this Letter Agreement: Sections 5, 8, 9, 10, 13, 14, and any other provision expressly stating the same.

14. Choice of Law. This Letter Agreement, the rights and obligations of the Parties relating hereto and any claims or disputes arising hereunder shall be governed by and construed and enforced in accordance with the laws of the State of California without giving effect to the conflicts of law principles thereof.

Very truly yours,

FOX BROADCASTING COMPANY

By: _____
Name: Jon Hookstratten
Title: Executive Vice President
Broadcast Distribution

ACCEPTED AND AGREED:

Esteem Broadcasting of California LLC

By: _____
Name: DAVID L. BAILEY
Title: PRESIDENT

EXHIBIT A
STATION

STATION CALL LETTERS	STATION DMA
KCVU-TV	Chico-Redding, CA

EXHIBIT B
FOX PAYMENT TERMS

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nB

EXHIBIT C

n2B

EXHIBIT D
NON-LINEAR REPURPOSING
AUDIT PROVISIONS

1. If the Board of Governors of the Fox Broadcasting Company Television Affiliates' Association (the "Affiliate Board") request in writing, Fox shall permit, at the sole cost and expense of the Affiliate Board, an independent, nationally-recognized, reputable firm of Certified Public Accountants ("Auditor"), designated by the Affiliate Board in such written notice, the designation of which shall be subject to the reasonable approval of Fox, to examine the Fox Broadcasting Company books of account which relate solely to Non-Linear Excluded Programs (the "FBC Books"), in order to verify the accuracy of the transactions or items of information as first reflected in any revenue statements that may accompany any payments made to Fox Affiliates resulting from the distribution of Non-Linear Excluded Programs.

2. The Auditor may only make copies of, or make excerpts from the part of the FBC Books which relate to matters and time frame subject to examination as provided herein. Such examination shall be made only at the location where the applicable Books are maintained, and shall be conducted in a manner that does not interfere with normal business activities, during reasonable business hours, and not more frequently than once during any consecutive 12-month period. Such examination shall continue for no longer than 30 calendar days, and for such additional time as is reasonably necessary for the Auditor to complete the examination as provided herein. Once reviewed, all records supporting the transactions or items of information reflected in the particular revenue-sharing statements shall not be examined again.

3. A true copy of all reports made by the Auditor pursuant to the foregoing provisions shall be delivered to Fox at such time as written objection is delivered to Fox with respect to any transaction or items of information contained therein.

4. The foregoing right to examine is limited to the Non-Linear Excluded Programs and under no circumstances shall the Affiliate Board, Fox Affiliates or Auditor have the right to examine records relating to Fox's business generally or with respect to any other series, program or any other entity or matter whatsoever, for comparison or otherwise.

5. Any dispute arising under the audit provisions in this Exhibit D shall be submitted to binding arbitration by, and according to the rules of, J.A.M.S. ("JAMS") in Los Angeles, California. Although each side shall advance one-half of the fee of the arbitrator and for JAMS' services, the prevailing party in such arbitration shall be entitled to recover all costs of arbitration, including reasonable outside attorneys' fees and costs, subject to the terms of Attachment 1 hereto. The arbitration decision will be final and will be enforceable under the provisions of California Code of Civil Procedure Section 1287.4.

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ATTACHMENT 1
ARBITRATION PROCEDURES

1. Either Licensee or Fox, as applicable, may commence arbitration proceedings by giving to the other a written letter stating that it desires to submit a dispute to arbitration and designating one arbitrator.

2. Within 20 days after receiving such letter, the other party shall designate in writing a second arbitrator. If the other party fails or refuses for whatever reason, to select a second arbitrator within 20 days, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy.

3. The two arbitrators shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within 10 days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association.

4. Each of the arbitrators shall be a person experienced and knowledgeable with regard to the television industry, and if applicable, to the sale by television stations of advertising time in network programs.

5. The arbitration shall be conducted in the County of Los Angeles, State of California, and except as otherwise expressly provided in the Letter Agreement or the Affiliation Agreement, the arbitration shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association.

6. If either party fails to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or otherwise fails to participate in the arbitration proceeding, the arbitrators or arbitrator, as the case may be, are empowered to proceed ex parte.

7. The arbitrator or arbitrators, as applicable, when appointed, shall promptly decide the controversy by majority vote and such decision shall be final, and Licensee and Fox shall be bound by the arbitrators' majority decision.

8. The arbitrators' decision shall be controlled by the terms of this Letter Agreement and the Affiliation Agreement.

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