

FINAL

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this “**Agreement**”) is made and entered into as of this 2nd day of March, 2018, by and between Mirage Media II, LLC, and DiyaTV, Inc., (the “**Programmer**”).

BACKGROUND

WHEREAS, Licensee is the Federal Communications Commission (the “**FCC**”) licensee of television station KOTR-LP (RF Channel 2), and Construction Permit for KOTR-LD (RF Channel 11; Digital Companion Channel), and has available broadcasting time on the Station;

WHEREAS, Programmer desires to avail itself of the broadcast time of the Station for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies approved by the FCC.

AGREEMENT

NOW, **THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1.

Sale Of Time

1.1.

Broadcast of Programming

During the Term, as defined below, Licensee shall make available exclusively to Programmer broadcast time on the Station for up to 24 hours a day, seven days a week for the broadcast of Programmer’s programs (the “**Programming**”); provided that Licensee shall specifically reserve from such time: (a) downtime occasioned by routine maintenance consistent with prior practice; (b) such times as the parties may agree, not to exceed two (2) hours per week, during which time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Station’s listeners (“**Licensee’s Public Service Programming**”); (c) times when Programmer’s programs are not accepted or are preempted by Licensee in accordance with Section of this Agreement or because such Programming does not satisfy the standards of Section of this Agreement; and (d) Force Majeure Events, as defined in Section of this Agreement (such hours, subject to the reservation, being the “**LMA Hours**”).

1.2.

Term

This Agreement shall be effective and binding between the parties as of the date first set forth above. The term for the provision of Programming by Programmer and related performance thereto by both parties of this Agreement (the “**Term**”) shall be for the period commencing on March 5, 2018 and terminating upon Federal Communication Commission (FCC) consent and approval and subsequent consummation of KOTR-LP and KOTR-LD transfer from Mirage Media II to DiyaTV, Inc. An associated Asset Purchase Agreement and filing with the FCC has been executed in concert with this agreement.

1.3.

Payments

Programmer shall pay to Licensee shall be the amount of \$1.00 (One Dollar) for each calendar month during the term of the Local Management Agreement.

1.4.

Force Majeure Events

Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming due to fires, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God, strikes or threats thereof, other contingencies, including equipment failures, beyond the reasonable control of the parties or any other causes beyond the control of Licensee (collectively, “**Force Majeure Events**”), shall not constitute a breach of this Agreement.

2.

Programming And Operating Standards

2.1.

Nature of the Programming

Licensee acknowledges that Programmer has provided a description of the nature of the Programming to be produced by Programmer and Licensee has determined that the broadcasting of the Programming on the Station will serve the public interest.

2.2.

Right to Use the Programming

The ownership of and all rights to use the Programming furnished by Programmer and to authorize its use in any manner and in any media whatsoever shall be at all times vested



solely in Programmer except as specifically authorized by this Agreement.

2.3.

Obligations and Rights of Licensee

Licensee shall be ultimately responsible for the control of the day-to-day operations of the Station and for complying with the FCC's rules and regulations with respect to (a) the broadcast of political advertisements and programming (including, without limitation, the FCC's rules, regulations and policies with respect to equal opportunities, lowest unit charge and reasonable access); and (b) the preparation and filing with the FCC of all required material with respect to the Station, including the Station's Biennial Ownership Report and periodic EEO reports. Notwithstanding the ultimate responsibility of Licensee for the foregoing, Programmer shall assist Licensee with such activities including, as applicable, to the compliance of the Station's FCC license.

2.3.1.

Licensee's Right to Reject Programming

Licensee shall retain the right to accept or reject any Programming or advertising announcements or material which Licensee in its good faith, reasonable judgment deems contrary to the Communications Act of 1934, as amended and the rules, regulations and policies of the FCC promulgated thereunder (collectively, the "FCA"). Licensee reserves the right to refuse to broadcast any Programming containing matter that Licensee reasonably in good faith believes to be, or that Licensee reasonably in good faith believes may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, violative of any right of any third party or indecent, profane or obscene. Licensee may take any other actions which Licensee in its good faith, reasonable judgment deems necessary to ensure that the Station's operations comply with the laws of the United States, the State of California, and the FCA (including the prohibition on unauthorized transfers of control). If, in the reasonable good faith judgment of Licensee or its General Manager, any portion of the Programming presented by Programmer does not meet the requirements of Section of this Agreement, Licensee may suspend, cancel or refuse to broadcast any such portion of the Programming. Licensee expressly agrees that its right to reject or preempt any of the Programming or take action to ensure compliance with applicable laws shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee, and the exercise by Licensee thereof shall be limited to the minimum extent reasonably necessary.

2.3.2.

Licensee's Right to Preempt Programming for Special Events

Licensee shall have the right, in its reasonable, good faith judgment, to

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preempt any of the broadcasts of the Programming in order to broadcast a program deemed by Licensee, in its good faith, reasonable judgment, to be of greater national, regional, or local interest. In all such cases, Licensee will use its best efforts to give Programmer reasonable advance notice of its intention to preempt any regularly scheduled Programming, and, in such event, Programmer shall receive a payment credit for the Programming so omitted consistent with the intent and pursuant to the terms of Section of this Agreement. Licensee expressly agrees that its right to reject or preempt any of the Programming shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee.

2.3.3.

Maintenance and Repair of Transmission Facilities

Licensee, with the cooperation and assistance of Programmer, shall use commercially reasonable efforts to maintain the Station's transmission equipment and facilities, including the respective antenna, transmitter and transmission line, and, shall provide for the delivery of electrical power to the Station's transmitting facilities in order to permit operation of the Station. Licensee shall use commercially reasonable efforts to undertake such repairs as are reasonably necessary to resume operation of the Station with the maximum authorized facilities, as expeditiously as possible following the occurrence of any loss or damage preventing such operation.

2.3.4.

Compliance with FCC Technical Rules

Licensee shall be ultimately responsible for ensuring compliance by the Station with the technical operating and reporting requirements established by the FCC.

2.4.

Obligations and Rights of Programmer

2.4.1.

Compliance with Laws and Station Policies

All Programming shall conform in all material respects to all applicable provisions of the FCA, all other laws or regulations applicable to the broadcast of programming or commercial advertisements by the Station.

2.4.2.

License to Use Call Sign

During the Term of this Agreement, Licensee grants Programmer the right to use the Station's call signs in connection with and during the Programming during the



Term. Should Programmer choose to change the Station's call signs, both parties will endeavor to work in a mutually beneficial manner for such changes.

2.4.3.

Payola and Plugola

Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or promising such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter or programming with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy or announced in connection with the programming. Programmer shall at all times endeavor in good faith to comply with the requirements of Sections 317 and 507 of the FCA.

2.4.4.

Compliance with Copyright Act.

Programmer shall not broadcast any material on the Station in violation of the Copyright Act or the rights of any person. All music supplied by Programmer shall be (i) licensed by the program provider or by a music licensing agent such as ASCAP, BMI or SESAC, (ii) in the public domain, or (iii) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station, provided that Licensee will maintain ASCAP, BMI, and SESAC music licenses if needed for the Station, subject to reimbursement of all music licensing fees due for the Station under those licenses by Programmer.

2.4.5.

Handling of Communications

Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with FCC rules and policies, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.



2.5.

No Third Party Beneficiary Rights

No provisions of this Agreement shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with Programmer or in respect of any other matter.

3.

Assignment And Assumption Of Certain Agreements, Rights And Obligations

Programmer expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Licensee of any nature whatsoever.

4.

Indemnification

4.1.

Indemnification

From and after the Commencement Date, Licensee and Programmer shall indemnify, defend, protect and hold harmless the other and their members, managers, officers, directors, owners and affiliates (the “**Indemnitees**”) from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys’ fees and expenses) (collectively, “**Claims**”) that are proximately caused by (a) any programming provided by such party for broadcast on the Station; (b) any breach by such party of a representation, warranty, covenant or other agreement contained in this Agreement; and (c) the negligence of such party, its employees or agents in fulfilling its obligations under this Agreement. Without limiting the generality of the preceding sentence, Licensee shall indemnify and hold Programmer and its Indemnitees harmless from and against, and Programmer will indemnify and hold Licensee and its Indemnitees harmless from and against, liability with respect to matters arising from or relating to any programming produced or supplied by the indemnifying party, including liability for libel, slander, infringement of copyright or other intellectual property, violation of rights of privacy or proprietary rights, and for any claims of any nature, including fines imposed by the FCC, as a result of the broadcast on the Station of any programming produced or supplied by the indemnifying party, including, without limitation, any programming which the FCC determines was in violation of any FCC rule, regulation or policy relating to lotteries or games of chance; obscenity, profanity or indecency; broadcast hoaxes; political broadcasting; or the adequacy of sponsorship identification.

5.

Termination

5.1.

Termination Upon Default

Upon the occurrence of any Event of Default, the non-defaulting party may terminate this Agreement, provided that it is not also in material default of this Agreement, and may seek such remedies at law and equity as provided herein. If this Agreement is terminated as a result of Programmer's default in the performance of its obligations, all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall become due and payable within ten (10) business days.

5.2.

Termination for Change in Governmental Rules or Policies

The parties believe that the terms of this Agreement meet all of the requirements of current federal governmental policy, including that of the FCC, for time brokerage or local marketing agreements, and agree that they shall negotiate in good faith to meet any governmental concern with respect to this Agreement. If the parties cannot agree within a reasonable time to modification(s) deemed necessary by either party to meet such governmental requirements, either party may terminate this Agreement upon written notice to the other.

5.3.

Certain Matters Upon Termination

5.3.1.

No Obligation to Provide Time

If this Agreement is terminated for any reason other than the occurrence of the consummation of the assignment of the licenses and authorizations issued by the FCC for the Station, Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities, and Programmer shall have no further obligations to make any payments to Licensee under Schedule attributable to any period after the effective date of termination. Programmer shall be solely responsible for all of its liabilities, debts and obligations to third parties incident to Programmer's purchase of broadcast time under this Agreement and Programmer's production and provision of the Programming, including, accounts payable provided that Licensee shall be responsible for Licensee's federal, state, and local tax liabilities associated with Programmer's payments to Licensee under Schedule. So long as this Agreement is not terminated as a result of Programmer's breach or default, Licensee agrees that it will cooperate reasonably with Programmer to discharge in exchange for reasonable compensation any remaining obligations of Programmer in the form of air time

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following the date of termination.

5.3.2.

Return of Equipment

Programmer shall return to Licensee any of Licensee's equipment or property used by Programmer, its employees or agents, in substantially the same condition as such equipment existed on the Commencement Date, ordinary wear and tear excepted.

6.

Representations And Warranties

6.1.

Representations and Warranties of Licensee

Licensee hereby represents and warrants that:

6.1.1.

Organization and Standing

Licensee is a California limited liability company and has all necessary right, power and authority to own the Station's assets, to lease all leased assets and to utilize all of the Station's assets and to carry on the business of the Station.

6.1.2.

Binding Obligation

Licensee has all necessary power to enter into and perform this Agreement and the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of Licensee, enforceable in accordance with its terms.

6.1.3.

Absence of Conflicting Agreements or Required Consents

The execution, delivery and performance of this Agreement by Licensee (a) do not and will not require the consent or approval of or any filing with any third party or governmental authority, other than the FCC; (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (c) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Licensee or any of its assets is now subject; and (d) do not and will not violate any provision of Licensee's organizational documents.



6.2.

Representations and Warranties of Programmer

Programmer hereby represents and warrants that:

6.2.1.

Organization and Standing

Programmer is a corporation duly formed, validly existing and in good standing under the laws of the State of California and has all necessary power and authority to perform its obligations hereunder.

6.2.2.

Authorization and Binding Obligation

Programmer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Programmer's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation enforceable against Programmer in accordance with its terms.

6.2.3.

Absence of Conflicting Agreements or Required Consents

The execution, delivery and performance of this Agreement by Programmer: (a) do not and will not violate any provision of Programmer's organizational documents; (b) do not and will not require the consent of any third party or governmental authority other than the FCC; (c) do not and will not violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Programmer is now subject.

6.2.4

Qualification.

Programmer is legally and financially qualified to prove the Programming to the Station as contemplated herein without waiver of any FCC rule or policy.

7.

Certifications

7.1.

Programmer's Certification

Programmer hereby certifies that this Agreement complies with the provisions of Sections 73.3555 (a) and (d) of the FCC rules.

7.2.

Licensee's Certification

Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities, including but not limited to control over the finances with respect to the operation of the Station, over its personnel operating the Station, and over the programming to be broadcast by the Station.

7.3.

Governing Law

The construction and performance of this Agreement shall be governed by the laws of the State of California without regard to its principles of conflict of law.

7.4.

No Partnership or Joint Venture

This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

7.5.

Benefit and Assignment

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Programmer nor Licensee may assign its rights under this Agreement without the prior written consent of the other parties hereto provided that Programmer may, without the consent of Licensee, (i) assign its rights and obligations hereunder in whole or in part to any entity under common control with Programmer provided that the assignee agrees, in writing, to assume and be bound by Programmer's obligations hereunder. Upon any such assignment by Programmer of its rights hereunder, references to "**Programmer**" shall include such assignee, provided, however, that no such

assignment shall relieve Programmer of any obligation hereunder.

7.6.

Headings

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

7.7.

Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

7.8.

Notices

Any notice, report, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, by prepaid registered or certified mail, with return receipt requested, or by an established national overnight courier providing proof of delivery for next business day delivery addressed as follows:

If to Licensee:
Mirage Media II
2511 Garden Road #C150
Monterey, CA 93940
Attn: Jeff Chang

If to Programmer:
DiyaTV, Inc.
2118 Walsh Ave #208
Santa Clara, CA 95050
Attn: Ravi Kapur

The date of any such notice and service thereof shall be deemed to be the day of delivery if hand delivered or delivered by overnight courier or the day of delivery as indicated on the return receipt if sent by mail.

7.9.

Further Assurances

From time to time after the date of execution hereof, the parties shall take such further



action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

7.10.

Severability

In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

7.11.

Counterparts

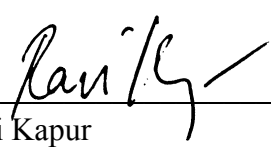
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized corporate officers and their respective corporate seals thereunto affixed on this the day and date first written above.

MIRAGE MEDIA II, LLC

By: 
Name: Jeff Chang
Title: President

DIYA TV, INC.

By: 
Name: Ravi Kapur
Title: President