
PROGRAMMING AGREEMENT

BETWEEN

NRJ TV SanFran OpCo, LLC

and

Divine Culture and Media Group, Inc. D/B/A New Tang Dynasty Television-San Francisco

for

DIGITAL SUBCHANNEL BROADCASTING ON

38.5, SAN FRANCISCO, CALIFORNIA DMA

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PROGRAMMING AGREEMENT

This PROGRAMMING AGREEMENT (this "Agreement") is entered into this 21st day of March, 2017 by and between DIVINE CULTURE AND MEDIA GROUP, INC., D/B/A New Tang Dynasty Television-San Francisco, a California non-profit public benefit corporation ("Programmer"), and NRJ TV San Fran OpCo, LLC, a Delaware limited liability company (the "Licensee").

WHEREAS, Licensee controls the license issued by the Federal Communications Commission ("FCC") for the operation of KCNS, San Francisco, California (FCC Facility ID # 71586) and also controls digital television station 38.5, San Francisco, California (the "Station"), within the San Francisco DMA;

WHEREAS, Programmer owns or controls the rights to certain television programming that it desires to broadcast to the public in the San Francisco DMA;

WHEREAS, Programmer and Licensee previously entered into a Programming Agreement dated June 1, 2013 ("Original Agreement") and subsequently entered into the First Amendment to the Programming Agreement dated March 25, 2016 ("First Amendment to the Original Agreement") to extend the Original Agreement through May 31, 2018 and to provide for a 120 day termination clause by either party;

WHEREAS, Programmer and Licensee have substantial experience operating under the Original Agreement and the First Amendment to the Original Agreement and they each agree to terminate both the Original Agreement and the First Amendment to the Original Agreement effective June 1, 2017 and replace same with this Agreement;

WHEREAS, Licensee acknowledges that pursuant to the Original Agreement, Licensee collected a security deposit from Programmer in the amount of [REDACTED] and as such Licensee will continue to hold the security deposit throughout the term of this Agreement;

WHEREAS, Licensee and Programmer desire to enter into this Agreement ("Agreement"), pursuant to which Programmer shall provide programming for a digital sub channel on the Station that is in conformity with the Station's policies and procedures, FCC policies for Programming arrangements, and the provisions hereof;

WHEREAS, Programmer agrees to provide for broadcast such programming of its selection that is in conformity with all rules, regulations and policies of the FCC, subject to Licensee's full authority to manage and control the operation of the Station; and

WHEREAS, Programmer and Licensee agree to cooperate to make this Agreement work to the benefit of the public, both parties and as contemplated in this Agreement.

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

SECTION 1. LEASE OF AIR TIME

1.1 Representations. Each of Licensee and Programmer represents that it (i) is legally qualified to enter into this Agreement; (ii) is qualified to do business in all jurisdictions where the nature of its business requires such qualification; (iii) is empowered and able to enter into this Agreement; and (iv) the execution, delivery, and performance hereof shall not constitute a breach or violation of any material agreement, contract or other obligation to which it is subject or by which it is bound.

1.2 Effective Date; Term. This Agreement shall be effective as of 12:01 a.m. Pacific Time on June 1, 2017 (the "*Effective Date*"), and shall continue in force for a term of [REDACTED] from the Effective Date (the "*Term*"), subject to the termination provisions of Section 3 below.

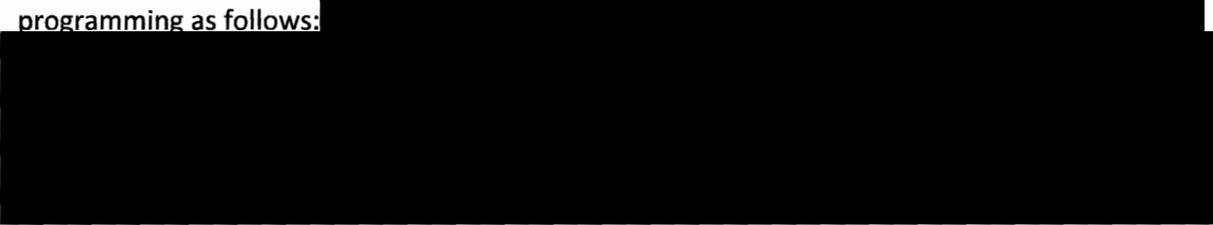
1.3 Scope. During the Term of this Agreement, Programmer shall lease and obtain from Licensee, and have access to, airtime on the 38.5 digital sub channel of the Station (the "*Channel*") upon the terms specified below, and shall transmit to Licensee programming that it produces, owns or to which it has obtained the rights to broadcast over the Channel for broadcast on the Channel up to twenty-four (24) hours per day, seven (7) days per week, subject to the terms of this Agreement with Children's programming that meets the FCC requirements. Licensee shall ensure that Programmer's programming is broadcast on the Channel in standard definition with dedicated spectrum of not less than [REDACTED]. Programmer shall deliver its programming, at its expense, to the Station's studio or transmitting facilities or other authorized remote control points as reasonably designated by Licensee. The programs delivered by Programmer to the Stations' transmitting facilities shall be via a mode of transmission (*e.g.*, satellite, microwave, or terrestrial cables) that will ensure that the programs meet technical and quality standards at least equal to those of the Station's broadcasts on its other digital channels, as well as all applicable FCC requirements. Subject to Licensee's reasonable approval, as set forth in this Agreement, and to Programmer's obligation to assist Licensee in meeting the requirements of Section 1.10 of this Agreement, Programmer shall provide programming of Programmer's reasonable selection, consistent with prevailing and reasonable community standards and the FCC's rules and orders.

Licensee shall not make time on the Channel available to any other party, except as required by law.

1.4 Licensee's Operation of Station. Licensee will have full authority, power, and control over the policies, programming, management, and operations of the Station during the term of this Agreement and during any renewal of such term. Licensee will bear all responsibility for Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations, orders, and policies of the FCC (collectively, the "*Act*") and all other applicable laws. Nothing contained herein shall prevent Licensee, acting in its reasonable discretion in order to comply with the Act, from (a) rejecting or refusing programs which Licensee reasonably believes to be unsatisfactory or unsuitable or contrary to

the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs, and interests of the local communities.

1.5 Consideration. As consideration for the air time made available hereunder, Programmer shall pay Licensee a fee (the "Broadcast Fee") for the broadcast of its programming as follows:



Programmer shall remit Broadcast Fees monthly no later than the first day of the start of each month, beginning on the Effective Date and continuing throughout the term of this agreement. Programmer shall have a grace period of up to and including the fifth business day of each month before the Broadcast Fees shall be considered past due. Any past due Broadcast Fees shall be subject to a late fee of 10% of the amount of the payment then due. The late payment penalty shall be included by Programmer with any payment that is untimely or overdue.

Failure by Programmer to pay the Broadcast Fee within the five day grace period shall be considered a material breach of this agreement. If the Broadcast Fee is not paid within the five (5) day grace period, Licensee may send a written notice of default and if Programmer has not paid within five (5) after receiving such notice of default, Licensee may at its option declare Programmer in default and pursue such remedies as may be available to it, including the termination of this Agreement.

Programmer shall make all payments in immediately available funds with the form of payment specified by Licensee, subject to change from time to time during the Term.

1.6 Licensee's Representations and Warranties. Licensee represents and warrants as follows: Licensee owns or controls all permits and other authorizations necessary for the operation of the Station, and such permits and other authorizations are and will be in full force and effect throughout the Term. There is not now pending, or to Licensee's knowledge, threatened, any action by the FCC or by any other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of such licenses, permits or authorizations. Licensee, to its knowledge, is not in material violation of any statute, ordinance, rule, regulation, policy, order, or decree of any federal, state, or local entity, court, or authority having jurisdiction over it or the Stations, which would have a material adverse effect upon Licensee, the Station or upon Licensee's ability to perform this Agreement.

1.7 Programmer's Representations and Warranties. Programmer represents and warrants as follows: Programmer is an experienced provider of video programming for general public audiences in the United States, is familiar with the contemporary community standards

of the San Francisco DMA, and the laws of the United States, including FCC rules, and the State of California with respect to video programming and advertising. The Programmer has, or will have as of the time of any broadcast, all necessary authority, performance rights, copyrights, trademark and service-mark rights, and all other intellectual property rights of any kind necessary to produce and present Programmer's programming to the public in the San Francisco DMA.

1.8 Licensee Responsibilities.

(a) Licensee shall not take any action or omit to take any reasonable action that would have a material adverse impact upon Licensee, the Station, or upon Licensee's ability to perform this Agreement; *provided, however*, nothing herein shall obligate Licensee to participate in any FCC proceedings involving the broadcasting industry in general, or spectrum allocation proceedings not directly affecting the Station's operating frequency.

(b) Except as may be required by the FCC, or as may be necessary for maintenance of the Station's facilities, Licensee shall take no deliberate action to reduce the coverage area of the Channel.

(c) Licensee shall insert station identification announcements on the Channel, as required by FCC rules.

1.9 Programmer Responsibilities.

(a) Programmer shall be solely responsible for any expenses incurred in the origination and/or delivery of its programming and for any publicity or promotional expenses incurred by Programmer. Programmer shall employ and be solely responsible for the salaries, taxes, insurance, music fees, program costs and related costs for all personnel used in the sale of advertising and the production and promotion of its programming. Programmer shall pay, in a timely fashion, all of its expenses incurred in providing programming to the Station (except those for which a good faith dispute has been raised with the vendor or taxing authority).

(b) Programmer shall take no action, or omit to take any action, which could reasonably be anticipated to have a material adverse impact upon Licensee, the Station or upon Programmer's ability to perform this Agreement.

(c) Programmer shall provide information regarding its programming formats to Licensee to aid in the Licensee's insertion of station identification announcements.

(d) If not exempt under one or more of the exemptions provided by FCC rules, Programmer shall provide closed captioning for its programming on the Channel in compliance with FCC rules.

(e) Programmer will enter into no third-party contracts, leases or agreements which purport to bind Licensee in any way except with Licensee's prior written approval.

(f) Programmer shall not broadcast advertising within programs originally designed for children aged 12 years and under in excess of the amounts permitted and shall otherwise comply with FCC rules applicable to advertising in children's programs, including restrictions on "host selling," "tie-ins," and "program-length commercials." Programmer shall remit to Licensee as requested by Licensee an affidavit that will confirm the Programmer has complied with the FCC rules on Children's programming and such affidavit shall include enough detail information for Licensee to confirm such compliance. Such information shall be remitted to the Licensee no later than the fifth (5th) calendar day after the end of each calendar quarter.

(g) Programmer shall not provide for broadcast on the Channel any obscene material, any material that describes or depicts sexual organs or activities in a manner that is patently offensive as measured by contemporary community standards for the broadcast medium, or programming that violates the Act in any other manner.

(h) Programmer shall not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "*Consideration*"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Act.

(i) Programmer shall only provide advertising and promotional material for broadcast on the Channel that complies with applicable federal, state and local regulations and policies.

(j) Programmer shall inform the Licensee if and when it provides its programming simultaneously to at least twenty five (25) television stations in ten (10) or more states.

(k) Programmer shall not sublease time on the Channel, or surrender its obligation to select its programming to any other party without the prior written consent of Licensee.

(l) Upon receipt of a statement from Licensee, Programmer shall pay to the Licensee any and all fees imposed by any governmental authority that arise from the Programmer's programming or from its use of the Channel.

(m) Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the local public file of the Station pertaining to the broadcast of political programming and advertisements on the Channel, in accordance with all applicable statutes and regulations, including, without limitation, Sections 73.1940 through 73.1944 and 73.3526 of the Rules and Regulations, and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with all applicable statutes and regulations, including, without limitation, Section

73.1212 of the Rules and Regulations. Programmer shall provide to Licensee documentation relating to such political programming as Licensee may reasonably request.

1.10 Joint Obligations.

(a) Programmer shall provide a minimum of three (3) hours per week of "Core" programming designed to meet the educational and informational needs of children ages 16 and under, as defined by and in compliance with FCC rules. Programmer shall timely complete the relevant portions of FCC Form 398 (or any successor form) with information about its children's programming and provide such portions to the Licensee for filing with the FCC and placing in the Station's public file. Programmer's failure to provide such Core programming weekly or to provide Form 398 information to the Licensee within five days after request by Licensee at the end of each calendar quarter during the Term shall constitute a material breach of this Agreement.

(b) The parties shall cooperate in the broadcast of emergency information over the Channel. The Licensee shall retain the right to interrupt Programmer's programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local or national public importance. Licensee shall also coordinate with Programmer any announcements required to be aired by FCC rules.

(c) Programmer shall, upon request by Licensee, provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of reports and responses to inquiries from the public, the FCC, and other government entities.

(d) All music supplied by Programmer shall be: (i) licensed by ASCAP, SESAC, or BMI; (ii) in the public domain; or (iii) cleared at the source by Programmer. Licensee will maintain ASCAP, BMI, and SESAC licenses as necessary.

(e) Licensee shall be entitled to review at its reasonable discretion and upon the request of Licensee, from time to time during the Term of this Agreement, on a confidential basis, any of Programmer's programming or broadcast promotional material that relates to the programming delivered to Licensee, or that Programmer anticipates that it will be delivering to Licensee, pursuant to this Agreement. Programmer shall promptly provide Licensee with copies of all correspondence and complaints that it may receive from the public that relates to the programming delivered to Licensee, or that Programmer anticipates delivering to Licensee, pursuant to this Agreement.

(f) The parties shall work in good faith to resolve any issues arising with respect to the technical compatibility of the Programmer's programming feed.

(g) Programmer shall provide to Licensee on a timely basis information regarding its programming, including episodic descriptions, for distribution by Licensee to television program listing services.

(h) Upon request by Licensee, Programmer shall provide Licensee with back-up programming on video tape for use in the event of technical difficulties or other problems with the delivery of Programmer's programming. If Programmer's scheduled programming is unavailable for any reason, Licensee shall substitute such back-up programming to the extent it is available and otherwise may substitute material of its own choosing or permit the Channel to be temporarily unused.

1.11 Sales. Except as provided herein with regard to Political Advertising, Programmer shall be the exclusive sales representative for advertising and programming on the Channel and shall retain any revenues received from any network or program supplier with respect to use of programming by Programmer, and all revenues from the sale of advertising time on the Channel. Programmer shall be responsible for payment of the commissions, if any, due to any national, regional, or local sales representative engaged by it for the purpose of selling advertising which is carried during the programming it provides.

SECTION 2. INDEMNIFICATION AND INSURANCE

2.1 Programmer's Indemnification of Licensee. Programmer will indemnify and hold Licensee, its affiliates, and each of their respective employees, officers, directors agents and contractors (collectively the "*Licensee Indemnities*") harmless, including, without limitation, in respect of reasonable attorney's fees, from and against all liability, claims, damages and causes of action ("*Losses*") arising out of or resulting from acts or omissions of Programmer involving: (i) libel and slander; (ii) infringement of trademarks, service marks or trade names; (iii) violations of law, rules, regulations, or orders (including the FCC's rules and published policies); (iv) invasion of rights of privacy or infringement of copyrights or other proprietary rights; (v) breaches of this Agreement; (vi) the broadcast of programming furnished by Programmer; or (vii) the operation of Programmer's business relating to the Channel. Programmer's obligation to indemnify and hold Licensee and Licensee Indemnities harmless against the Losses specified above will survive any termination of this Agreement.

2.2 Licensee's Indemnification of Programmer. Licensee will indemnify and hold Programmer and its affiliates, and each of their respective employees, officers, directors, agents and contractors (collectively, the "*Programmer Indemnities*") harmless, including, without limitation, in respect of reasonable attorney's fees, from and against all Losses arising out of or resulting from acts or omissions of the Licensee involving: (i) libel and slander; (ii) infringement of trademarks, service marks or trade names; (iii) violations of law, rules or regulations (including the FCC's rules and published policies); (iv) invasion of rights of privacy or infringement of copyrights and other proprietary rights; (v) breaches of this Agreement; (vi) the broadcast of programming furnished by Licensee; or (vii) the operation of Licensee's business relating to the Stations. Licensee's obligation to indemnify and hold Programmer Indemnities harmless against Losses specified above will survive any termination of this Agreement.

2.3 Limitation.

(a) Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section unless such claim for indemnification is asserted in writing delivered to the other party, and in no case shall any party be liable for any consequential, punitive, indirect, or special damages (including, without limitation, lost profits and the like).

(b) If any action, suit, or proceeding shall be commenced against, or any claim or demand be asserted against any person entitled to indemnification hereunder, as the case may be (each a "Claimant"), in respect of which such Claimant proposes to seek indemnification from a party under this Section, then such Claimant shall notify the party from whom indemnification is sought (hereinafter the "Indemnifying Party") to that effect in writing with reasonable promptness; *provided* that the Claimant's failure to do so shall not preclude it from seeking indemnification hereunder unless such failure has materially prejudiced the Indemnifying Party's ability to defend such Claim.

(c) Should any claim or liability be asserted by a third party against a Claimant which would give rise to a claim for indemnification under the provisions of this Section 2 by a party to this Agreement, then the Claimant shall promptly notify, in writing, the Indemnifying Party, and the Indemnifying Party shall be entitled, at its own expense, and upon written notice to the Claimant, to compromise or defend such claim, including, without limitation, the employment of counsel reasonably satisfactory to Claimant and the payment of all expenses. Claimant shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of Claimant unless (i) Indemnifying Party agrees to pay such fees and expenses or has failed promptly to assume the defense of such action or proceeding and employ counsel reasonably satisfactory to Indemnitee in any such action or proceeding, or (ii) the named parties to any such action or proceeding include both Indemnifying Party and Claimant and Claimant has been advised by counsel that there is a conflict of interest between the parties positions such that separate representation is required, in which case the costs and expenses of such separate counsel will be covered by Indemnifying Party.

(d) The Claimant may not settle any claim without the consent of the Indemnifying Party, except upon terms and conditions offered or consented to by the Indemnifying Party.

2.4 Insurance. Programmer shall maintain in full force and effect during the Term, broadcasters' liability insurance policies with a reputable insurance company(ies), satisfactory to Licensee. With respect to the programming Programmer broadcasts on the Channel, such policies shall cover libel, slander, defamation, invasion of privacy and the like and general liability insurance in forms and amounts customary in the television broadcast industry and will name the Licensee as an additional insured under such policies to the extent that their respective interests may appear and will provide for notice to the other party prior to cancellation thereof. Upon request by Licensee, Programmer will supply Licensee certificates evidencing such insurance, and will, upon request, further provide certificates evidencing renewal thereof prior to the expiration of such policies.

SECTION 3. TERMINATION AND REMEDIES UPON DEFAULT

3.1 Termination. In addition to such other remedies as may be available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Programmer by written notice (in accordance with Sections 3.2 and 4.9 below) to the other if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) if, subject to the provisions of Section 4.10, this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) if the other party is in material breach of its obligations hereunder and has failed to cure such breach within ten (10) days of written notice from the non-breaching party; or

(c) with the mutual consent of both parties;

(d) pursuant to the provisions of Section 3.4,

3.2. Notice of Termination. In the event this Agreement is terminated under this Section 3, the party terminating the agreement shall give written notice of such termination to the other party. Notice of termination shall be given as much in advance as reasonably possible, but in any event should not be less than ten (10) Business Days prior to the effective date on which this Agreement shall be terminated (the "*Termination Date*").

3.3 Liabilities Upon Termination. Upon termination of this Agreement, Programmer shall be responsible for all liabilities, debts and obligations of Programmer accrued from the purchase of air time and sale of advertising by Programmer prior to the Termination Date including, without limitation, accounts payable, barter agreements and unaired commercials, but not for Licensee's federal, state and local tax liabilities associated with Programmer's payments to Licensee as provided for herein. Termination shall not extinguish any rights of either party as may be provided by Section 2 of this Agreement.

3.4 Spectrum Reallocation or Modification. Notwithstanding anything in this Agreement to the contrary:

(a) If, at any time during the Term, the FCC (i) reallocates the DTV Spectrum to a different channel or community; or (ii) takes any other action that requires Licensee to alter the channel and/or physical location of the Station's transmission facility, then (x) the parties may mutually attempt to accommodate the continued provision of the programming provided by Programmer over the DTV Spectrum consistent with such reallocation, rules or action, or (y) either Party may terminate this Agreement upon thirty (30) days prior written notice to the other.

(b) For purposes of this Section 3.4, the following terms shall have the meanings set

forth below:

(i) "DTV Spectrum" means the digital television spectrum block currently allocated to San Francisco, California in 47 C.F.R § 73.622(b) and licensed by the FCC to Licensee.

3.5 Minimum Dedicated Spectrum. Notwithstanding anything in this Agreement to the contrary, if, at any time during the Term, Licensee reduces the current dedicated spectrum of Channel below [REDACTED] Programmer may terminate this Agreement upon ten (10) days prior written notice to Licensee.

SECTION 4. MISCELLANEOUS

4.1 Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities or programming for broadcast, in whole or in part due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, act of terrorism, floods, earthquakes, failure of cooperation of landlords, power failure, blackout, brownout, and any other cause not reasonably within the control of a party, or for power reductions necessitated for maintenance of the Station or for maintenance of other Stations located at the premises from which the Station is broadcasting, shall not constitute a breach of this Agreement by such party and Licensee will not be liable to Programmer for reimbursement or reduction of the consideration owed to Licensee, except, however, Programmer shall be entitled to a pro-rata reimbursement or reduction of such consideration for any interruption of its programming on the Channel due to events of Force Majeure when such interruption exceeds forty-eight (48) consecutive hours. Notwithstanding the foregoing, if there is any interruption of its programming on the Channel due to events of Force Majeure for a period of (i) eight (8) consecutive days, or (ii) fourteen (14) days in total in one month, then Programmer may terminate this Agreement on three (3) business days' written notice to Licensee.

4.2 Programming Challenge. If this Agreement is challenged at the FCC, Licensee and Programmer shall jointly defend the Agreement and the parties' performance thereunder throughout all FCC proceedings. If portions of this Agreement do not receive the approval of the FCC Staff, then the parties shall reform the Agreement as necessary to satisfy the FCC Staff's concerns or, at Licensee's option, seek reversal of the Staff's decision and approval from the full Commission or a court of law.

4.3 Assignment.

(a) Neither this Agreement nor any of the rights, interests, or obligations of either party hereunder shall be assigned, encumbered, hypothecated, or otherwise transferred without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed; except, however, that no consent shall be necessary for a transfer or assignment of this Agreement by Licensee that accompanies the transfer or assignment of the Station or the assignment to any affiliate, subsidiary or a related party. The

covenants, conditions, and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy, or claim, legal or equitable, under or by reason of this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

4.5 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties relating to the programming of the Channel. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

4.6 Taxes. Licensee and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party. Each party is responsible for payment of its own income taxes.

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

4.8 Governing Law. The obligations of Licensee and Programmer are subject to applicable federal, state, and local law, rules and regulations, including, but not limited to, the Act. The construction and performance of the Agreement will be governed by the laws of the State of California.

4.9 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (iii) deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows:

To Licensee: NRJ TV SanFran OpCo, LLC
Attn: Bob Andrews
722 S. Denton Tap Road, Suite 130
Coppell, TX 75019
Phone: [REDACTED]
Email: [REDACTED]

with a copy to:

NRJ TV SanFran OpCo, LLC
Attn: Ted Bartley
722 S. Denton Tap Road, Suite 130
Coppell, TX 75019
Phone: [REDACTED]
Email: [REDACTED]

To Programmer: Divine Culture and Media Group, Inc. (d/b/a New Tang
Dynasty Television-San Francisco
Attn: Ms. Sherry Yin

380 Oakmead Parkway
Sunnyvale, CA 94085
Email: [REDACTED]

with a copy to:

Dongbing Zhang
Board of Directors
Email: [REDACTED]

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 4.9.

4.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that Congress or the FCC alters or modifies the Act in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then existing statutes and FCC rules and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

4.11 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between the Licensee and the Programmer.

4.12 Arbitration. To the fullest extent not prohibited by law, any controversy, claim or dispute arising out of or relating to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by final and binding arbitration in accordance with the rules then in effect of the American Arbitration Association (“AAA”), as modified or supplemented under this Section, and subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The decision of the arbitrators shall be final and binding, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; provided that the arbitrators shall be bound by any provision herein that specifies a remedy for breach or prescribes limitations on remedies.

In the event of any controversy, claim or dispute that is subject to arbitration under this Section, any party thereto may commence arbitration hereunder by delivering notice to the other party hereto. The arbitration panel shall consist of three (3) arbitrators, appointed in accordance with the procedures set forth in this paragraph. Within ten (10) business days of delivery of the notice of commencement of arbitration referred to above, the arbitrators shall be appointed by the AAA as provided under its rules; provided that persons eligible to be selected as arbitrators shall be limited to attorneys at law who (i) have practiced law for at least fifteen (15) years as an attorney specializing in either broadcasting, general commercial litigation, or general corporate and commercial matters, and (ii) are experienced in matters involving the broadcasting industry.

The arbitration hearing shall commence no later than thirty (30) business days after the completion of the selection of the arbitrators. Consistent with the intent of the parties hereto that the arbitration be conducted as expeditiously as possible, the parties agree that (i) discovery shall be limited to the production of such documents and the taking of such depositions as the arbitrators determine are reasonably necessary to the resolution of the controversy, claim, or dispute and (ii) the arbitrators shall limit the presentation of evidence by each side in such arbitration to not more than ten (10) full days’ (or the equivalent thereof) or such shorter period as the arbitrators shall determine to be necessary in order to resolve the controversy, claim, or dispute. The arbitrator shall be instructed to render a decision within ten (10) business days of the close of the arbitration hearing. If arbitration has not been completed within ninety (90) days of the commencement of such arbitration, either party to the arbitration may initiate litigation upon ten (10) days’ written notice to the other; provided, however, that if one party has requested the other to participate in an arbitration and the other has failed to participate, the requesting party may initiate litigation before the expiration of such ninety-day period; and provided further, that if either party to the arbitration fails to meet any of the time limits set forth in this Section or set by the arbitrators in the arbitration, the other party may provide ten (10) days’ written notice of its intent to institute litigation with respect to the controversy, claim, or dispute without the need to continue or complete the arbitration and without awaiting the expiration of such ninety-day period. The parties hereto further agree that if any of the rules of the AAA are contrary to or conflict with any of the time

periods provided for hereunder, or with any other aspect of the matters set forth in this Section, that such rules shall be modified in all respects necessary to accord with the provisions of this Section (and the arbitrators shall be so instructed by the parties).

The arbitrators shall base their decision on the terms of this Agreement and applicable law and judicial precedent which a United States District Court sitting in the Central District of California would apply in the event the dispute were litigated in such court, and shall render their decision in writing and include in such decision a statement of the findings of fact and conclusions of law upon which the decision is based. Each party agrees to cooperate fully with the arbitrators to resolve any controversy, claim, or dispute. The arbitrators shall not be empowered to award punitive damages or damages in excess of actual damages. The venue for all arbitration proceedings shall be San Francisco, CA.

4.13 Interpretation of Agreement. This Agreement is the product of negotiation and preparation by, between and among Programmer and Licensee and their respective attorneys. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, and shall be construed accordingly.

4.14. Further Assurances; Cooperation. After the effective date of this Agreement, each of the parties, upon the reasonable request of the other, will take such reasonable actions or deliver or execute such further documents, materials, signatures, or information as may be reasonably necessary to assure compliance with, or effectuation of, the terms and conditions to this Agreement and the bona fide good faith intentions of the parties hereto.

4.15 Confidentiality. Each party agrees that any and all non-public information learned or obtained by it from the other shall be kept confidential and agrees not to disclose any such information to any person whatsoever (other than as is necessary for the purpose of effecting this Agreement, or as otherwise required by law).

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

LICENSEE:

NRJ TV SanFran OpCo, LLC

By: 

Name: _____

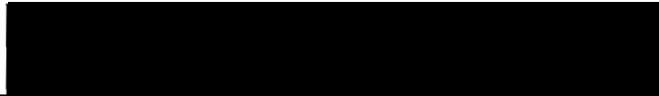
Ted B. Bartley

Title: _____

President

PROGRAMMER:

Divine Culture and Media Group, Inc. (D/B/A New Tang Dynasty Television-San Francisco)

By: 

Name: _____

SHERRY YIN

Title: _____

GENERAL MANAGER