

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of June 26, 2017 between SATV10, LLC, a Delaware limited liability company ("Licensee") and CNZ Communications, LLC, a Delaware limited liability company ("Programmer").

Recitals

A. Licensee owns and operates the following television broadcast station (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

KYVV-TV, Del Rio, Texas (FCC Facility ID #55762)

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin on July 3, 2017 (the "Commencement Date") and will continue until the date one (1) year after the Commencement Date, unless earlier terminated in accordance with the terms of this Agreement or extended by mutual agreement of the parties.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Station for programming that Programmer produces, owns or licenses (the "Programs") twenty-four (24) hours per day, seven (7) days per week, excluding (at Licensee's option) the period from 6:00 a.m. to 8:00 am each Sunday morning. During the Term, Programmer will transmit the Programs to the Station's transmitting facilities, and Licensee shall broadcast the Programs on the Station, subject to the provisions of Section 5 below. Without limiting the foregoing, Programmer is entitled to use all of the Station's digital transmission capacity.

3. Advertising. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues of the Station from all sources. Programmer has no obligation to collect any of Licensee's accounts receivable arising prior to commencement of the Term.

4. Payments. For the benefits made available to the parties pursuant to this Agreement, during the Term, the parties shall make the payments set forth on *Schedule A*

attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Station's contracts and agreements and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (i) employ a manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (ii) employ a second employee for the Station, who will report and be solely accountable to the manager and (iii) retain control over the policies, programming and operations of the Station. Licensee and Programmer shall mutually agree on the two employees to be maintained by Licensee during the Term. Licensee's two employees shall be staffed at the Station's studio located at the transmitter site during normal business hours.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) 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. Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Program in the event of a local, state or national emergency or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to Programmer.

(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Station and Licensee shall include such letters in the Station's public inspection file as appropriate. If any employee is shared by Licensee and Programmer, then when performing services for Licensee, such employee will report to and be supervised and directed solely by Licensee, and when performing services for Programmer, such employee will report to and be supervised and directed solely by Programmer, and Licensee and Programmer shall instruct such employee accordingly.

6. Programs.

(a) Licensee acknowledges that it is familiar with the type of programming Programmer currently produces or licenses and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer shall ensure that the contents of the Programs shall conform to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. Programmer shall release advertising availabilities to Licensee as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

(c) During the Term, subject to Section 4, Licensee and Programmer will maintain music licenses with respect to the Station, as appropriate.

7. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programs and (ii) the costs of delivering the Programs to Licensee. Subject to Section 4, Licensee will pay for its employees contemplated by Section 5, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law. Subject to Section 4, Licensee will also pay for all utilities supplied to its main studio and transmitter sites. Subject to Section 4, Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

8. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer

is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

9. Facilities.

(a) During the Term, Licensee shall maintain the operating power of the Station and shall repair and maintain Licensee's studio and transmission facilities and equipment in good operating condition (ordinary wear and tear excepted).

(b) During the Term, Licensee shall provide Programmer access to and the use of space at the Station's studio and offices (for purposes of providing the Programs) as is reasonably necessary for Programmer to perform this Agreement. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for such premises.

(c) At the request of Programmer, during the Term, Licensee shall give Programmer access to all Station employees, facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture, vehicles and all other Station assets, and provide Programmer all other information concerning the Station as Programmer may reasonably request.

10. Representations, Warranties and Covenants.

(a) Programmer and Licensee each represent and warrant to the other that: (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of Texas, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Programmer represents and warrants to Licensee that it is qualified to be the programmer of the Station pursuant to this Agreement under the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations and policies of the FCC.

(c) Except as set forth on *Schedule B*, Licensee represents and warrants to Programmer as follows: (i) Licensee holds all of the Station's FCC licenses and authorizations (the "FCC Licenses"), which are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired; (ii) there is not pending or, to Licensee's knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Licensee's knowledge, threatened against

Licensee or the Station by or before the FCC; and (iii) Licensee and the Station are in compliance in all material respects with the FCC Licenses, the Communications Act and the rules, regulations and policies of the FCC.

(d) During the Term and except as set forth on *Schedule B*, Licensee shall, subject to this Agreement: (i) operate the Station in the ordinary course of business, in accordance with the terms of the FCC Licenses and in compliance with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, (ii) maintain the FCC Licenses in full force and effect and not modify any of the FCC Licenses, (iii) maintain the existing carriage of the Station's signal by multichannel video program distributors ("MVPDs") located in the Station's designated market area, promptly provide Programmer with true and complete copies of all correspondence between the Station or Licensee and any MVPD, and obtain Programmer's approval of any channel position agreement providing for carriage on any channel other than that on which the Station historically has been carried, (iv) coordinate and cooperate with Programmer to timely make must-carry/retransmission consent elections with respect to the Station for the 2018-2020 cycle, (v) not take any action or inaction that will affect the existing carriage of the Station's signal and (vi) not dissolve, liquidate, merge or consolidate with any other entity.

11. Termination.

(a) Licensee may terminate this Agreement upon written notice to Programmer if: (i) Programmer fails to observe or perform its obligations contained in this Agreement in any material respect, which is not cured within the Cure Period (defined below) or (ii) Programmer breaches the representations and warranties made by it under this Agreement in any material respect, which is not cured with the Cure Period.

(b) Programmer may terminate this Agreement upon written notice to Licensee if: (i) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect, which is not cured within the Cure Period or (ii) Licensee breaches the representations and warranties made by it under this Agreement in any material respect, which is not cured with the Cure Period.

(c) The term "Cure Period" means a period commencing on the date Licensee or Programmer receives written notice from the other of a breach or default hereunder and continuing until the date twenty (20) calendar days thereafter. No termination shall relieve a party of any liability for any breach or default occurring prior to termination.

(d) Either party may terminate this Agreement upon written notice to the other party if the parties do not execute an asset purchase agreement with respect to the acquisition by Programmer (or an affiliate of Programmer) of the Station (the "APA") within thirty (30) days after the date of this Agreement.

(e) Either party may terminate this Agreement by written notice to the other upon any termination of the APA, provided that the terminating party is not then in material default of the APA. This Agreement shall terminate automatically upon consummation of the APA.

12. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from: (i) any breach of or default under any representation, warranty, covenant or other provision of this Agreement by Programmer or (ii) for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs on the Station. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from: (i) any breach of or default under any representation, warranty, covenant or other provision of this Agreement by Licensee (including without limitation any failure to comply with FCC rules and regulations), (ii) for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of its programming on the Station or (iii) all matters related to Station with respect to the period prior to the Commencement Date (including without limitation all third party claims). The obligations under this Section shall survive any termination of this Agreement.

13. Assignment. Licensee may not assign this Agreement. Programmer may assign this Agreement to an affiliate upon written notice to Programmer. Programmer may not otherwise assign this Agreement without the prior written consent of Licensee, which consent shall not be unreasonably withheld, delayed or conditioned. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

14. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC and shall place a copy of this Agreement in the Station's public inspection file.

15. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or

confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee: SATV10, LLC
3680 S. Maryland Parkway
Suite 102
Las Vegas, NV 89169
Attention: Scott R. Zernick
Facsimile: (312) 701-0794

with a copy, which shall not constitute notice, to:

Rini O'Neil, PC
1200 New Hampshire Ave., NW Suite 600
Washington, D.C. 20036
Attention: David O'Neil
Facsimile: (202) 296-2014

if to Programmer: CNZ Communications, LLC
15200 Sunset Boulevard, Suite 202
Pacific Palisades, CA 90272
Attention: Randy Nonberg
Facsimile: (310) 573-1636

with a copy, which shall not constitute notice, to:

Wiley Rein LLP
1776 K Street, N.W.
Washington, D.C. 20006
Attention: Kathleen Kirby
 Jessica Rosenthal
Facsimile: (202) 719-7049

16. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without

giving effect to the choice of law provisions thereof. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof.

17. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information) shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of performing the transactions contemplated by this Agreement. Programmer may contact MVPDs with respect to carriage of the Station. No party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. The obligations under this Section shall survive any termination of this Agreement.

18. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b) and (c).


[SIGNATURE PAGE FOLLOWS]

14115295 v.2

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE: SATV10, LLC

By: 
Name: Scott R. Zennick
Title: Authorized Signatory

PROGRAMMER: CNZ COMMUNICATIONS, LLC

By: _____
Name: Randy E. Nonberg
Title: Manager

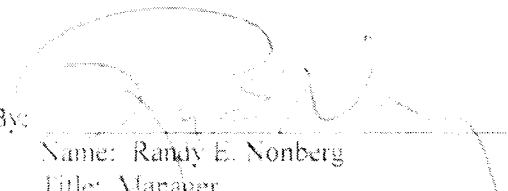
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LICENSEE: SATV10, LLC

By: _____
Name: Scott R. Zemnick
Title: Authorized Signatory

PROGRAMMER: CNZ COMMUNICATIONS, LLC

By: 

Name: Randy E. Nonberg
Title: Manager

SCHEDULE A TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

During the Term, Programmer shall pay Licensee a monthly fee equal to _____ per month, due in arrears on the last day of each calendar month of the Term. The fee for any partial month shall be prorated.

If Programmer agrees, in its sole discretion, to pay directly or reimburse Licensee for any capital expenditures, including without limitation any expenses incurred to maintain the Station's on-air operations, then such amounts shall be credited toward the purchase price paid by Programmer to Licensee in any acquisition of the Station by Programmer, up to a maximum of _____. For purposes of clarification, Programmer has no obligation to pay or reimburse any such capital expenditures.

Programmer shall reimburse Licensee for the reasonable operating expenses of the Station incurred by Licensee in the ordinary course of business and consistent with industry custom (taking into account this Agreement, the services provided hereunder, and the Station's expenses paid directly by Programmer in performing this Agreement) for which Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses. Such reimbursable expenses shall be limited to the Station's employee expenses solely for the two employees required to comply with FCC rules and regulations, tower rent, utilities and music license fees. Programmer shall have no obligation to reimburse Licensee's expenses in excess of _____ per month. Such obligation shall survive any termination of this Agreement.

If requested by Programmer, Licensee shall submit to Programmer periodically (but no more often than once per calendar quarter) a budget which shall set forth the monthly operating expenses for the Station, and which shall contain detailed line item categories of expenses.

SCHEDULE B TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

1. Forfeiture Order DA 16-571 released May 20, 2016 imposing \$16,000 forfeiture for KYVV ("Forfeiture Order").
2. Letter dated June 1, 2017 from Office of General Counsel, Federal Communications Commission, demanding payment of Forfeiture Order.
3. Request for Engineering STA, File No. 0000024526.
4. Reduced Power Notification, File No. 0000024525.
5. Failure to Pay FCC Regulatory Fees for Fiscal Years 2011 through 2016.