

AMENDED AND RESTATED CHANNEL SHARING AND FACILITIES AGREEMENT

THIS AMENDED AND RESTATED CHANNEL SHARING AND FACILITIES AGREEMENT (this “**Agreement**”) is made as of January 3, 2018 between Venture Technologies Group, LLC, a Delaware Limited Liability Company (“**Sharer**”) and TV-49, Inc., a Wisconsin Corporation (“**Sharee**”), as successor-in-interest to Southern California License, LLC.

Recitals

A. Sharer owns and operates the following television broadcast station, including its primary and all multicast streams (“**Sharer’s Station**”) pursuant to licenses issued by the Federal Communications Commission (the “**FCC**”):

KHTV-CD, Los Angeles, CA (FCC Facility ID No. 60026)

B. Sharee has received FCC approval to acquire the following television broadcast station, including its primary and all multicast streams (“**Sharee’s Station**” and together with Sharer’s Station, the “**Stations**”, and each a “**Station**”) pursuant to licenses issued by the FCC:

KAZA-TV, Avalon, CA (FCC Facility ID No. 29234)

C. Sharer’s Station and Sharee’s Station currently operate with a shared channel (the “**Shared Channel**”) pursuant to a Channel Sharing and Facilities Agreement by and between Sharer and Southern California License, LLC dated August 25, 2017, as amended (“**Original CSA**”), as implemented on November 19, 2017 (“**Commencement Date**”).

D. Sharee has an agreement to acquire the license and assets of Sharee’s Station, including the Original CSA, pursuant to that certain Asset Purchase Agreement, dated August 25, 2017, by and between Sharee and Southern California License, LLC.

E. Sharee and Sharer desire to amend and restate the Original CSA, to be effective simultaneously upon Sharee’s acquisition of Sharee’s Station in order to continue use of the Shared Channel on the terms and conditions set forth herein.

F. Sharer owns or operates certain assets, including the transmitter, located at 1 Mount Harvard, La Canada Flintridge, CA 90011 (the “**Transmitter Site**”), which Transmitter Site is leased pursuant to that certain Lease Agreement dated June 6, 2006, as amended with SpectraSite Broadcast Towers, Inc. (or any replacement lease, the “**Transmission Facilities Lease**”) and other equipment necessary for channel sharing that will be used by Sharer and Sharee in the operation of their respective stations broadcasting on the Shared Channel (the “**Shared Equipment**,” and together with the Transmitter Site, the “**Transmission Facilities**”).

G. Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing channel sharing agreements, including without limitation the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 (the “**Channel Sharing Order**”), the Report and Order adopted in GN Docket

No. 12-268, released June 2, 2014 (the “**Incentive Auction Order**”), the First Order on Reconsideration and Notice of Proposed Rulemaking adopted in GN Docket No. 12-268, released June 12, 2015 (the “**First Order**”), the Second Order on Reconsideration adopted in GN Docket No. 12-268, released June 19, 2015 (the “**Omnibus Order**”), the Second Order on Reconsideration in GN Docket No. 12-268, adopted October 21, 2015 (the “**Second Order**”), the Public Notices adopted in MB Docket No. 16-306 and GN Docket No. 12-268, released January 27, 2017 (the “**Transition Public Notices**”), the Report and Order adopted in GN Docket No. 12-268, MB Docket No. 03-185, and MB Docket No. 15-137, released on March 24, 2017 (the “**Expanded Sharing Order**”), the Public Notice adopted in AU Docket No. 14-252, GN Docket No. 12-268, WT Docket No. 12-269, and MB Docket No. 16-306, released on April 13, 2017 (the “**Auction Closing Public Notice**”), and the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (together with the Channel Sharing Order, the Incentive Auction Order, the First Order, the Omnibus Order, the Second Order, the Transition Public Notices, and the Expanded Sharing Order, and any other FCC orders or public notices relating to the Incentive Auction and channel sharing, the “**Channel Sharing Rules**”) 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:

ARTICLE 1: COMMENCEMENT AND COMPENSATION

1.1. Term. The term of this Agreement will begin on the date that Sharee closes on its acquisition of the Sharee Station (“**Effective Date**”) and will continue in perpetuity, unless terminated in accordance with Section 5.1 (“**Term**”).

1.2. Compensation. In consideration for the right to use the Shared Channel as set forth in this Agreement, Sharee shall pay Sharer the amount set forth on *Schedule 1.2* (the “**Sharing Payment**”).

1.3. Repacking. Sharer’s Station currently broadcasts on UHF television channel 27. The FCC has designated Sharer’s Station to relocate to UHF television channel 22 no later than April 12, 2019 (the “**Repack Date**”). Sharer agrees to make commercially reasonable efforts to ensure that Station is constructed in accordance with the FCC’s rules no later than the Repack Date.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, Sharer and Sharee shall share the 6 MHz Shared Channel (or 19.39 Megabits per second (“**Mb/s**”) as allocated under the current ATSC 1.0 system) according to the formula set forth on *Schedule 2.1*, which may be modified from time to time by mutual written agreement of the parties but which, at a minimum, shall provide that each of Sharer and Sharee shall retain spectrum usage rights

adequate to ensure a sufficient amount of the Shared Channel capacity to allow each Station to provide at least one Standard Definition (“SD”) program stream at all times, and where such bandwidth allocation is calculated on an average monthly basis using statistical multiplexing (“Stat Mux”) or a successor technology mutually agreed upon by the parties, as set forth in *Schedule 2.1*.

2.2. Encoding. In order to take advantage of a Stat Mux pool, Sharer and Sharee may implement a single common encoding pool. Each of Sharer and Sharee shall have the right to monitor and audit the Shared Channel’s encoding system to ensure compliance with Section 2.1 and *Schedule 2.1*. Each of Sharer and Sharee shall make all records of such encoding available to the other upon written request during normal business hours.

2.3. Technical Changes.

(a) Mandatory Changes. In the event that the FCC requires new standards of modulation or other technical or other modifications to the operation of the Transmission Facilities or the Shared Channel, the parties will timely make any such modifications in compliance with such requirements established by the FCC. Sharee shall reimburse Sharer for its pro rata share (in accordance with the then-current capacity allocation) of the costs to implement and maintain such modulation or technical changes. In the event that such changes alter the available bandwidth on the Shared Channel, Sharer and Sharee will cooperate to divide the available bandwidth following such modifications in accordance with the then-current capacity allocation.

(b) New Transmission Technologies. Sharer and Sharee shall mutually determine and agree if and when to adopt or deploy any new modulation standards, including the new modulation standard or transmission technology currently known within the television industry as ATSC 3.0 (“ATSC 3.0 Upgrade”) for the Shared Channel. In the event that a new standard of modulation is implemented such that a 6 MHz channel supports more or less than the 19.39 Mbps of data capacity currently supported, the parties shall continue to allocate the available capacity according to the then-current capacity allocation, consistent with this Agreement. Any budget and timeline for implementing the ATSC 3.0 Upgrade shall be determined by mutual agreement of Sharer and Sharee and shall comply with applicable FCC rules and regulations and meet generally accepted industry standards. Sharee shall reimburse Sharer for its pro rata share (in accordance with the then-current capacity allocation) of the costs to implement and maintain the ATSC 3.0 Upgrade provided that such costs must be approved previously by the parties. In the event that such changes alter the available bandwidth on the Shared Channel, Sharer and Sharee will cooperate to divide the available bandwidth following the ATSC 3.0 Upgrade in accordance with the then-current capacity allocation.

(c) Other Upgrades. Prior to adoption or deployment of new transmission technologies other than the ATSC 3.0 Upgrade, Sharer and Sharee shall separately and jointly perform an analysis informed by prevailing technical and business conditions. For purposes of clarity, no new transmission technology shall be adopted or deployed without the mutual written consent of Sharer and Sharee. Notwithstanding the foregoing, except as provided in Section 2.3(a) or (b), nothing in this Agreement is intended to prohibit either Sharer or Sharee from implementing new transmission systems or new technical standards for its station using the

Shared Channel, unless any such new system or standard could reasonably be expected to (i) materially adversely affect the other party's station or the Shared Channel or (ii) require the other party to make a material change in its operations, in which event the other party's consent (not to be unreasonably withheld, delayed or conditioned) shall be required prior to implementing such new system or standard.

(d) One-party Alterations to Transmission Facilities. In the event one party wishes to make an investment to upgrade or replace the Transmission Facilities, and the other party does not wish to participate, the investing party shall have the right to purchase and install the desired equipment, at its sole cost and expense, and shall retain title to such equipment after the termination or expiration of this Agreement, provided that (i) such equipment does not (A) interfere with the Transmission Facilities or other operations of Sharer's Station or Sharee's Station or (B) materially degrade the signal of such Station; (ii) the ongoing maintenance and repair of such equipment does not place an undue or disproportionate burden on either party; (iii) the investing party shall be responsible for the installation and maintenance of such equipment, which shall be undertaken in accordance with good engineering practices; and (iv) such installation is permitted by the Transmission Facilities Lease or otherwise approved by the lessor thereunder. To the extent technically feasible, only the investing party will get the benefit of any installations under this Section 2.3(d) (e.g., if the investing party installs a Distributed Transmission System or translator/booster facility solely paid for by the investing party, to the extent technically feasible, only the investing party will get the benefit of the extended coverage area), provided, however, that the non-investing party shall not incur any new rights or obligations solely as a result of receiving the benefit of any installations under this Section 2.3(d)).

(e) For the avoidance of doubt, any alteration of the Transmission Facilities that could materially reduce the Stations' coverage areas (such as by a reduction in the Stations' authorized power or the use of a broadcast antenna with a different pattern) shall require the consent of both Sharer and Sharee.

2.4. Transmissions. Each of Sharer and Sharee shall be responsible, at its sole expense, for transmitting its station's programming in a broadcast-ready final format to the Transmitter Site or other receive site designated by Sharer. Sharer shall transmit content provided by Sharee using the Shared Equipment. From and after the Commencement Date until the termination of this Agreement (including any Wind-Down Period specified in Article 5), Sharer shall transmit content provided by Sharee using the Transmission Facilities. Except as provided herein, Sharer shall not alter the content provided by Sharee; provided, however that Sharer may (i) encode, compress or modulate the content as required to multiplex together Sharer and Sharee content streams (and any third party licensee's content stream, pursuant to a Sub-Sharing Agreement, as defined below) using the parameters agreed to in this Agreement and (ii) combine the Event Information Table ("EIT") and other information into a common Program and System Information Protocol ("PSIP") format for transmission, as provided in this Agreement, provided, however that with respect to the foregoing clauses (a) and (b), the content transmitted on the spectrum allocated to Sharee shall be treated substantially in the same manner as the content of Sharer.

2.5. Use of Capacity; Further Sharing Agreements.

(a) Capacity Use. Each party shall have the right to use its allocated capacity on the Shared Channel in such party's sole discretion in accordance with the terms of this Agreement and all FCC rules and regulations, including without limitation broadcasting one stream or multiple streams and broadcasting content provided by third parties; provided that (i) a third party programmer shall not have the right to access the Shared Equipment without Sharer's prior written approval, and (ii) a party shall be responsible for all costs associated with adding additional program streams requested by it to the encoding pool.

(b) Further Sharing Arrangements. Each of Sharer and Sharee shall have the right to enter into additional channel sharing agreements with other FCC licensed stations within its allocated capacity (each, a "**Sub-Sharing Agreement**"), without consent from the other party hereto, provided that (a) such Sub-Sharing Arrangement shall comply with the Communications Laws in all respects, (b) Sharer or Sharee, as applicable, shall be solely responsible for all expenses relating to, or arising under, such Sub-Sharing Agreement, and any acts, omissions, defaults or breaches by such third party licensees of such party's obligations under this Agreement and (c) such Sub-Sharing Agreement shall not materially degrade the signal of the other party. Notwithstanding the foregoing, in no event shall any Sub-Sharing Agreement give any third party the right to access the Transmission Facilities. Any permitted Sub-Sharing Agreement shall be subject to the terms and conditions of this Agreement, and in no event shall a Sub-Sharing Agreement relieve the party hereunder entering into such Sub-Sharing Agreement of any of its obligations hereunder. A third party licensee who enters into a Sub-Sharing Agreement shall not have the right to enter into an additional sharing agreement with respect to the Shared Channel. No Sub-Sharing Agreement shall require the other party to this Agreement to make any capital expenditure or incur any operating cost not otherwise provided for under this Agreement. Each party shall promptly provide notice of entry into any Sub-Sharing Agreement to the other party, and shall provide a copy of any executed Sub-Sharing Agreement upon request.

2.6. FCC Licenses.

(a) Authorizations. Each of Sharer and Sharee represents and warrants to the other that it has obtained all main station FCC licenses necessary for its operations on its respective station as currently operated by it. Each of Sharer and Sharee shall maintain (and shall require its respective third-party licensees to Sub-Sharing Agreement to maintain) all such main station FCC licenses necessary to perform this Agreement in full force and effect during the Term (or during the term of a Sub-Sharing Agreement, as applicable). Each party will promptly notify the other of any material communications to or from the FCC that relate to either the Shared Channel or this Agreement. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party.

(b) Compliance with Law. Sharer shall comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of Sharer's Station and its use of the Shared Channel, and Sharee shall comply with this Agreement, the Channel Sharing Rules and with all FCC and other applicable laws with respect to its ownership and operation of Sharee's Station and its use of the Shared Channel. Each party shall require any of its respective third party licensees to Sub-Sharing Agreements to

comply with this Agreement and with all FCC and other applicable laws with respect to its ownership and operation of such third-party licensee's station and its use of the Shared Channel and neither party shall have any responsibility for the content transmitted or provided for transmission by third-party licensees to the other party's Sub-Sharing Agreements. Sharer shall be solely responsible for all content it transmits on the Shared Channel, and Sharee shall be solely responsible for all content it transmits on the Shared Channel. The obligations of the parties under this Agreement (and any third-party licensees to Sub-Sharing Agreement) are subject to the rules, regulations and policies of the FCC and all other applicable laws. In the event that the FCC adopts changes to the Channel Sharing Rules, the parties will undertake good faith negotiations to amend this Agreement in order to comply with such changes to the Channel Sharing Rules.

(c) Control. Consistent with FCC rules, Sharer shall control, supervise and direct the day-to-day operation of Sharer's Station (including Sharer's employees, programming and finances), and Sharee shall control, supervise and direct the day-to-day operation of Sharee's Station (including Sharee's employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Each party shall require its respective third-party licensees to Sub-Sharing Agreement to control, supervise and direct the day-to-day operation of its own station (including such third-party licensee's station's employees, programming and finances). Neither Sharer nor Sharee (nor any third-party licensee to a Sub-Sharing Agreement) shall hold itself out as the licensee of the other's television station (or a third-party licensee to a Sub-Sharing Agreement) using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party's station or to a third-party licensee's station. Neither Sharer nor Sharee (nor any third-party licensee to a Sub-Sharing Agreement) shall use the call letters of the other's television station or a third-party licensee's station in any medium in a false or misleading manner or in a manner suggesting common ownership, control or association.

(d) FCC Fees. Each of Sharer and Sharee shall be responsible for timely payment of all fees owed by it to the FCC with respect to its television station using the Shared Channel, and shall require any third-party licensee to a Sub-Sharing Agreement to make timely payments of all fees to the FCC with respect to such third party licensee's station's use of the Shared Channel. Each of Sharer and Sharee shall be responsible for its pro rata share of the joint fees, if any, assessed by the FCC on the Shared Channel in proportion to the then-current capacity allocation. For purposes of clarification, joint fees shall include only those fees directly imposed on the Shared Channel, and shall not include any fees assessed by the FCC against either party or station on a separate and individual basis. If Sharer pays Sharee's portion of any joint fees imposed on the Shared Channel, Sharee shall reimburse Sharer within thirty (30) days after invoice for its share of such fees.

(e) Cooperation. Each of Sharer and Sharee shall cooperate with the other in good faith as to any reasonable requests made by the other with respect to operation of or transition to the Shared Channel or the Transmission Facilities that do not deprive it of the benefits of this Agreement or require it to incur obligations or liabilities not contemplated by this Agreement. Neither Sharer nor Sharee shall take any action or fail to take any action, and shall require that any third party licensees to Sub-Sharing Agreements do not take or fail to take any

action, the result of which interferes with or is reasonably likely to interfere with the other's use of capacity on the Shared Channel or the Transmission Facilities as contemplated by this Agreement.

2.7. Carriage Rights. Each party (and any third party licensee to a Sub-Sharing Agreement) shall be solely responsible for exercising must-carry and retransmission consent rights (or any other right of distribution) for its respective station, and neither party nor any third party licensee to a Sub-Sharing Agreement shall have any use, claim, or benefit of, or derive any carriage rights from or have any obligation under any carriage agreement of the other party or any third party licensee to a Sub-Sharing Agreement. If a party electing must-carry rights becomes subject to a "market modification" or similar petition filed by any MVPD with respect to carriage of its station subject to this Agreement, it shall, within five (5) business days of receipt, notify the other party and provide a copy of such petition.

ARTICLE 3: OPERATIONS

3.1. Transmission Facilities.

(a) Transmitter Site. Subject to the sharing of expenses as set forth in this Agreement, Sharer shall (i) operate, maintain and repair the Transmission Facilities in compliance with applicable law in all material respects and in accordance with past practice in all material respects; (ii) make timely utility payments for the Shared Equipment; and (iii) maintain the insurance set forth below. Sharer shall be obligated to maintain the Shared Equipment and use commercially reasonable efforts to ensure that such Shared Equipment operates consistent with past practice and in all events within the technical parameters required for each party's FCC licenses, with any costs and expenses incurred in connection with such obligation being allocated based in proportion to the then-current capacity allocation on the Shared Channel. Sharer shall designate and establish the "control point" for both Sharer's Station and Sharee's Station under applicable FCC rules. Subject to the Transmission Facilities Lease, Sharer shall provide Sharee with unlimited access to and use of the Shared Equipment during normal business hours and upon 24 hours' notice outside of normal business hours and Sharee shall have the right at all times to ensure ongoing broadcast operations in the ordinary course consistent with past practice. Each party shall comply with and not act contrary to the terms of the Transmission Facilities Lease. Neither party shall permit to exist any lien, claim or encumbrance on the Transmission Facilities or make alterations to the Transmission Facilities (except in accordance with this Agreement). Sharee may use the Transmission Facilities only for the operation of its television station in the ordinary course of business and for no other purpose. Each of Sharer and Sharee shall (and shall require any third party licensees to Sub-Sharing Agreements to) comply in all material respects with all federal, state and local laws applicable to its operations using the Transmission Facilities. Each of Sharer and Sharee shall continuously maintain, at its own expense, sufficient insurance with a reputable insurance company with respect to its use of the Shared Equipment and operations from the Transmitter Site during the Term and shall (A) contain a standard loss payable clause, (B) name the other party as an additional insured under such policies, (C) provide the other party with 30 days' prior written notice of any cancellation, reduction of amounts payable, or any changes and amendments to such policies, and (D) grant the other party the right, but not the obligation, to pay any premiums due or acquire such other insurance upon the failure of a party to pay the same or to so insure.

For clarity, no third party licensee to a Sub-Sharing Agreement shall have any rights under the immediately preceding sentence. Each party agrees to maintain, at a minimum, insurance with respect to the Shared Equipment and its operations from the Transmission Facilities insuring against any peril now or hereafter included within the "Special" or "All Risks" Causes of Loss form, in each case covering the full replacement cost value of any and all broadcasting equipment and other personal property owned, leased and rented by such party or any equipment otherwise left in the care, custody or control of such party.

(b) Shared Equipment.

(i) A list of material items of Shared Equipment and any relevant notice provisions as of the date of this Agreement is attached as Schedule 3.1. Title to all such Shared Equipment shall remain with the party that owns such equipment as of the day before the Commencement Date, and the other party shall not move, damage, impair or interfere with such Shared Equipment except as permitted under this Agreement. The shared use under this Agreement does not constitute a conveyance of title. For the avoidance of doubt, any backup equipment owned by Sharer and included on Schedule 3.1 or otherwise agreed upon by the parties shall be included as Shared Equipment.

(ii) The parties shall work together cooperatively and in good faith to identify any equipment purchases, equipment upgrades or other capital expenditures necessary for the parties to perform their respective obligations including, but not limited to, an annual meeting to discuss capital expenditures. Sharer shall hold title to any such newly-acquired channel sharing equipment during the Term, subject to equitable allocation thereof (including any proceeds from sales) between the parties upon termination or expiration of this Agreement. For clarity, no third-party licensee to a Sub-Sharing Agreement shall have any rights under this Section 3.1(b)(ii).

(iii) If at any time the Shared Channel is off the air or operating at a reduced power level, Sharer shall promptly notify Sharee and shall use commercially reasonable efforts to return the Shared Channel to the air and restore to its full authorized power as promptly as possible.

(c) Exclusive Equipment. Sharee may install equipment owned solely by it at the Transmitter Site that is acceptable to Sharer (such consent not to be unreasonably withheld, delayed or conditioned) and is consistent with the Transmission Facilities Lease. Each of Sharer and Sharee shall, at its own expense, maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with past practice. Title to all such equipment solely owned by Sharer or Sharee shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment.

(d) Contractors. All contractors and subcontractors of Sharee who perform any service for Sharee at the Transmitter Site shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in California. All contractors and subcontractors of Sharer who perform any service for Sharer at the Transmitter Site shall hold licenses or

governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in California.

(e) Hazardous Materials. Each of Sharer and Sharee shall (and shall require any third party licensee to a Sub-Sharing Agreement to): (i) comply in all material respects with all environmental laws applicable to its operations from the Transmitter Site, (ii) not cause or permit the release of any hazardous materials on, to or from the Transmitter Site in violation of any applicable environmental laws, (iii) not take any action that would subject the Transmitter Site to any permit requirements for storage, treatment or disposal of hazardous materials and (iv) not dispose of hazardous materials on the Transmitter Site except in compliance with applicable law.

(f) Lease Self-Help Rights. Sharer hereby agrees to use commercially reasonable efforts to provide Sharee with such Lease Self-Help Rights described in Section 5.6, including but not limited to, amendment of the Transmission Facilities Lease to (i) expressly permit the Lease Self-Help Rights with respect to Sharee and any of Sharee's permitted successors and assigns under this Agreement and (ii) require the lessor of the Transmission Facilities Lease to notify Sharee of any breaches of the Transmission Facilities Lease.

(g) Termination. Upon any termination of this Agreement with respect to Sharee following the Commencement Date, Sharee (and any third party licensees to any Sub-Sharing Agreement with Sharee) shall vacate the Transmitter Site and any other Transmission Facilities, remove all of its assets and employees (if any) from such site, surrender the Shared Equipment in substantially the same condition existing on the date of commencement of the Term (reasonable wear and tear excepted), and return all keys and other means of entry to Sharer.

3.2. Interference. Sharer shall be responsible for operating the Transmission Facilities in accordance with the Communications Laws and other applicable laws. Each of Sharer and Sharee shall (and shall require any third party licensee to a Sub-Sharing Agreement to) use commercially reasonable efforts to avoid interference by its respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and the party so notified shall take all commercially reasonable steps to correct such interference in all material respects as promptly as practicable, and in any event within two business days of notice of such interference. Neither Sharer nor Sharee may make changes or installations at the Transmitter Site or enter into any third-party arrangement that could reasonably be expected to impair or interfere in any material respect with the Shared Channel, including the other party's broadcast operations or the video quality of end-user viewers in such a way that would be perceptible to the average viewer.

3.3. Cooperation. In the event it is necessary for Sharer or Sharee to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site so that the other party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Transmitter Site, Sharer and Sharee shall cooperate in a commercially reasonable manner. If necessary, the non-

requesting party shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site, provided that the requesting party takes all reasonable steps to minimize the amount of time the non-requesting party shall operate with reduced facilities and that the requesting party takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time convenient to the non-requesting party. Sharer shall have the right to temporarily suspend service at the Transmission Facilities if necessary for maintenance or safety reasons and shall provide Sharee with advance notice to the extent reasonably feasible. Except as may be required in the event of an emergency, neither party shall have the right to temporarily reduce or suspend the broadcast service of the other party without the prior consent of such other party (which consent shall not be unreasonably withheld or delayed) if such temporary reduction or suspension requires prior approval of the FCC. Without limiting its general access and self-help rights set forth in Sections 5.5 and 5.6, in the event of a material breach by Sharer of its obligations in respect of the Transmission Facilities or Shared Equipment, and failure to cure upon reasonable notice thereof by Sharee, Sharee shall have the right to undertake itself any necessary maintenance or repairs, subject to reimbursement of its reasonable and documented out-of-pocket expenses by Sharer in proportion to the then-current capacity allocation on the Shared Channel; provided that such maintenance or repair shall be undertaken by appropriately experienced individuals and in a manner consistent with good engineering practices, and permitted by the underlying Transmission Facilities Lease or the lessor thereunder.

3.4. Force Majeure. Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

3.5. Expenses.

(a) Shared Costs. Sharee shall be responsible for its pro rata share (in accordance with the then-current capacity allocation) of the costs and expenses incurred by Sharer in the ordinary course of business with respect to the Transmission Facilities and the Shared Channel as set forth in Schedule 3.5 and, including without limitation, rent and other payments under the Transmission Facilities Lease, utilities for the Transmission Facilities, maintenance expenses with respect to the Transmission Facilities, costs associated with any shared microwave facility, fiber or other link, and ad valorem taxes with respect to the Transmission Facilities (“**Shared Channel Costs**”). In addition, Sharee shall reimburse Sharer for its pro rata share (in accordance with the then-current capacity allocation) of the costs and expenses related to equipment purchases, equipment upgrades, maintenance or other capital expenditures that Sharer and Sharee agree in good faith are reasonably necessary or desirable to improve, upgrade or otherwise alter the Transmission Facilities or any portion thereof (including but not limited to expenses incurred pursuant to Section 3.1(b)(ii)), the costs and expenses related to equipment or services necessary for the Shared Channel to comply with FCC rules and regulations, and any other costs reasonably incurred by Sharer after the Commencement Date to repair, restore, or replace any portion of the the Transmission Facilities to the level required to operate the Transmission Facilities in a manner that is the functional equivalent of their operation

on the Commencement Date. Any uninsured repair or replacement cost that is reasonably necessary to maintain operation of the Transmission Facilities as contemplated by this Agreement shall be shared by the parties after good faith negotiation of the allocation of such costs.

(b) Sole Costs. Each of Sharer and Sharee shall be solely responsible for its own insurance costs for the Transmission Facilities, costs to deliver its signal to the Transmitter site and cable headends, including any microwave, fiber or other link, any capital expenses related solely to its station using the Shared Channel and all of its own expenses not directly related to the Transmission Facilities, including but not limited to regulatory and music licensing fees and programming expenses.

3.6. Regulatory Obligations.

(a) Individual Regulatory Obligations. Subject to Section 6.4, each party shall use commercially reasonable efforts to ensure ongoing operations of its own station, as applicable, subject to the terms of this Agreement and consistent with past practice and in a manner compliant with FCC rules and regulations. Such commercially reasonable efforts shall include, at minimum, coordination to minimize any necessary disruptions to operations that may affect both stations, provided that no such coordination will be required with respect to the operations of any third party licensee pursuant to a Sub-Sharing Agreement. Each party and each of any third party licensees to a Sub-Sharing Agreement shall be solely responsible for compliance with provisions of the FCC rules and regulations pertaining to its respective programming, personnel, finances and regulatory reporting obligations.

(b) Shared Regulatory Obligations. With respect to any matters that could expose both parties to liability for FCC enforcement actions, the party with operational responsibility over a given matter shall be liable for compliance with FCC rules and regulations and other applicable laws applicable to such matter, provided that the other party or a third party licensee to the other party's Sub-Sharing Agreement was not the direct cause of any non-compliance.

3.7 Consultation Regarding Operational Matters. In order to address ongoing operational, technical or engineering issues that may arise following the Commencement Date, each party shall identify one or more officers or senior personnel with sufficient authority and technical experience to address such issues independently or otherwise expeditiously (the "**Principal Liaisons**"). The Principal Liaisons shall meet following the Commencement Date at such times as the parties may reasonably designate (but no less frequently than once every year), or upon the request of either party upon reasonable prior notice, to confer in good faith to address matters related to shared operations, including without limitation discussing technological, logistical or marketplace changes that may affect the Transmission Facilities, reviewing the technical parameters of this Agreement, discussing proposed capital expenditures and any outstanding invoices or payments under this Agreement, and generally facilitating cooperation with respect to channel sharing. Meetings of the Principal Liaisons may include such other employees or designees of a party as may be desirable. No third-party licensee to a Sub-Sharing Agreement shall have any rights under this Section 3.7.

3.8 Sharer's Representations regarding Transmission Facilities Lease. Sharer represents and warrants to Sharee, as of the date hereof, that (a) it holds a lease for the Transmission Facilities, and has provided Sharee with a complete and correct copy of the Transmission Facilities Lease (including any amendments thereto), (b) the Transmission Facilities Lease constitutes the legal, valid and binding obligation of Sharer, enforceable against Sharer in accordance with its terms, (c) to Sharer's knowledge, such Transmission Facilities Lease constitutes the legal, valid and binding obligations of the other party thereto, enforceable against such other party in accordance with its terms, (d) there is not under the Transmission Facilities Lease any existing material default or material event of default or event which, with notice or lapse of time or both, would constitute an event of default by Sharer or, to the knowledge of Sharer, by any other party thereto, (e) to Sharer's knowledge, the Transmission Facilities are not subject to eminent domain, condemnation or similar proceedings, and (f) the Transmission Facilities are in good operating condition and repair and are adequate for the uses to which they are being put. The representations and warranties made by Sharer herein, when read together, do not and will not contain any untrue statement of a material fact and do not and will not omit to state a material fact necessary in order to make the statements contained or to be contained herein or therein, not false or misleading.

3.9 No Additional Consents Necessary. Sharer has obtained and provided to Sharee all necessary consents under the Transmission Facilities Lease and any other agreement to which Sharer is a party that is required for Sharee's Station to utilize the Transmission Facilities and operate on the Shared Channel as contemplated herein.

3.10 Certain Tax Matters.

(a) Withholding Taxes. The amounts payable by one party (the "Payer") to another party (the "Payee") pursuant to this Agreement ("Payments") shall not be reduced on account of any taxes unless required by applicable law. The Payee alone shall be responsible for paying any and all taxes (other than withholding taxes required to be paid by the Payer) levied on account of, or measured in whole or in part by reference to, any Payments it receives; *provided, however,* that any such taxes imposed upon reimbursements of Shared Costs shall be considered Shared Costs subject to Section 3.5(a). The Payer shall deduct or withhold from the Payments any taxes that it is required by applicable law to deduct or withhold. If, in accordance with the foregoing, the Payer withholds any amount, it shall make timely payment to the proper taxing authority of the withheld amount, and send to the Payee proof of such payment as soon as reasonably practicable.

(b) Cooperation and Exchange of Information. Each party shall (i) provide the other with such assistance as may reasonably be requested by the other (subject to reimbursement of reasonable out-of-pocket expenses) in connection with the preparation of any tax return, audit or other examination by any taxing authority or judicial or administrative proceeding relating to liability for taxes in connection with the Transmission Facilities, Shared Channel or Shared Equipment, (ii) retain and provide the other with any records or other information that may be relevant to such tax return, audit or examination, proceeding or determination and (iii) inform the other of any final determination of any such audit or

examination, proceeding or determination that affects any amount required to be shown on any tax return of the other for any period.

(c) Survival of Covenants. The covenants contained in this Section 3.10 shall survive until 30 days after the expiration of the applicable statute of limitations (including extensions thereof).

ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from any third party claim relating to: (i) any breach of or default under any representation or warranty made by it under this Agreement; (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement; (iii) any violation of applicable law or regulation by the indemnifying party; (iv) its business or operations or its acts or omissions (including its use of the Transmission Facilities or the Shared Channel); and (v) its Sub-Sharing Agreement(s) with third parties, as applicable. For the avoidance of doubt, no party shall be obligated to indemnify the other party for any loss, liability, cost and expenses (including any reasonable attorneys' fees) arising from claims by counterparties to Sub-Sharing Agreements. Neither party shall have any obligation or liability with respect to the other party's station, except as may be otherwise set forth in this Agreement with respect to certain shared expenses. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

4.2. Specific Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3:

(a) Sharee shall indemnify, defend and hold Sharer harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the termination by Sharee of its current transmitter site leases with respect to Sharee's Station; and

(b) each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the programming, advertising and operation of its television station (or the operations of any third-party licensee's station pursuant to its respective Sub-Sharing Agreements) using the Shared Channel, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law; and

(c) Sharer shall indemnify, defend and hold Sharee harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from any third party claim relating to Sharer's operation of the Transmission Facilities, including Sharer's obligations under any leases for any portion of the Transmission Facilities, including the

Transmission Facilities Lease. For the avoidance of doubt, nothing in this Section 4.2(c) shall alter Sharee's responsibility for its pro rata share of any Shared Channel Costs.

(d) Sharee shall indemnify, defend and hold Sharer harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from any third party claim relating to Sharee's operation of the Transmission Facilities, including, but not limited to, Sharee's exercise of its Self-Help Rights (as defined below).

4.3. Liability. WITH THE EXCEPTION OF INTENTIONAL, WILLFUL OR MALICIOUS ACTS OF ONE PARTY AGAINST THE OTHER, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL LOSS OR DAMAGE SUFFERED BY THE OTHER ARISING FROM OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, INCLUDING LOSS OF DATA, PROFITS, INTEREST OR REVENUE OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN INFORMED OF OR MIGHT OTHERWISE HAVE ANTICIPATED OR FORESEEN THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 4.6 SHALL NOT APPLY TO PERSONAL INJURY, INCLUDING DEATH, AND DAMAGES TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. SHARER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH LIABILITY WITH RESPECT TO SHAREE'S STATION, AND SHAREE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH LIABILITY WITH RESPECT TO SHARER'S STATION. THIS SECTION 4 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

4.4. Indemnification Procedures. The party seeking indemnification hereunder will (i) promptly give the indemnifying party notice of the relevant claim, (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of such claim and (iii) give the indemnifying party the right to control the defense and settlement of any such claim, except that the indemnifying party shall not enter into any settlement without the indemnified party's prior written approval. The indemnified party shall have no authority to settle any claim on behalf of the indemnifying party.

4.5. Specific Performance. The parties acknowledge that irreparable harm would occur in the event of any material breach of this Agreement, and that each shall be entitled to injunctive relief to specifically enforce the terms of this Agreement, without the need to prove actual damages and without posting any bond as a condition for obtaining any such relief, in addition to any other remedy to which it may be entitled in equity or at law.

4.6. Survival. The parties' obligations under this Article 4 shall survive any termination or expiration of this Agreement.

ARTICLE 5: TERMINATION AND REMEDIES

5.1. Termination.

(a) Breach. Either party may terminate this Agreement by written notice to the other party in the event of a material breach of or default under this Agreement which is not cured within sixty (60) days after written notice of such breach or default. For purposes of this Agreement, a material breach or default under this Agreement shall be defined as a breach of a material obligation of a party under this Agreement that (A) results in a fundamental impairment of a party's ability to broadcast its programming on the Shared Channel, (B) is a default of an undisputed payment obligation under this Agreement or (C) results in material damage to the Transmission Facilities.

(b) Loss of License. If a party's FCC license to use the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed, or otherwise terminated for any reason, then simultaneously therewith such party's spectrum usage rights for the Shared Channel shall revert to the other party and this Agreement shall terminate. The parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the remaining licensed party to assume such spectrum.

(c) Surrender of License. Either party may elect to surrender its license at any time and terminate this Agreement; provided however, that any owner or holder of any interest in the Transmission Facilities who makes such election shall provide the other party a reasonable opportunity to acquire such interest in the Transmission Facilities on fair market terms reasonably prior to any such termination, and in no event may either Party terminate this Agreement without providing at least ninety (90) days prior written notice to the other. The parties shall make and prosecute such FCC filings and take such further actions as applicable to effectuate this section.

(d) Bankruptcy. Sharer may terminate this Agreement by written notice to Sharee upon (i) the filing of an involuntary petition in bankruptcy against Sharee which is not dismissed within sixty (60) days of the date of filing, (ii) Sharee making an assignment for the benefit of creditors or (iii) Sharee's dissolution or ceasing to do business. Sharee may terminate this Agreement by written notice to Sharer upon (i) the filing of an involuntary petition in bankruptcy against Sharer which is not dismissed within sixty (60) days of the date of filing, (ii) Sharer making an assignment for the benefit of creditors or (iii) Sharer's dissolution or ceasing to do business.

(e) Surrender of Facilities. Upon termination of this Agreement, and subject to the timing of Section 5.4, under circumstances other than revocation or surrender of Sharer's license under Section 5.1(b) or (c)), Sharee shall vacate the Transmitter Site, move all of its assets and employees (if any) from such site, surrender the Shared Equipment in substantially the same condition existing on the Commencement Date (reasonable wear and tear excepted), and return all keys and other means of entry to Sharer. For the avoidance of doubt, upon the Sharee surrendering the facilities in accordance with this Section 5.1(e), the Sharer shall have the

exclusive right to use the Shared Channel, and the Sharee shall have no further right to use the Shared Channel.

(f) **Survival; Sub-Sharing Agreements.** No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4, Sections 3.5, 6.1, 6.7, 6.8, 6.9 and 6.10 and all payment obligations arising prior to termination shall survive any termination of this Agreement. For clarity, upon termination of this Agreement, all Sub-Sharing Agreements shall forthwith become null and void and have no effect.

5.2. **Specific Performance.** In addition to any other available remedies, in the event of failure or threatened failure by a party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

5.3. **Remedies Cumulative.** All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

5.4. **Wind-Down Period.** In the event this Agreement is terminated, Sharee shall be permitted to continue to share spectrum on the Shared Channel on the terms provided in Article 2 for a period sufficient for Sharee to find a new channel sharing host, such period not to exceed one (1) year (the “**Wind-Down Period**”).

5.5 **Self-Help Rights for Operating Breaches.** In the event that Sharer breaches its obligations under Article 2 of this Agreement in any material respect (an “**Operating Breach**”), and such Operating Breach is not cured within thirty (30) days after Sharee provides written notice of such Operating Breach to Sharer, Sharee may, at its option and without any interference or objection from Sharer (in addition to the rights and remedies set forth in this Agreement) take such actions in the same manner and to the same extent as Sharer might do in order to cure such Operating Breach (“**Self-Help Rights**”), subject to any applicable law and regulations, including FCC rules and regulations, and provided that such actions shall be undertaken by appropriately experienced individuals (determined in Sharee’s good faith and reasonable discretion) and in a manner consistent with good engineering practices. Notwithstanding any other provision herein, Sharee shall not:

(a) take any action pursuant to this Agreement that would reasonably be expected to constitute or result in the voluntary or involuntary assignment of any FCC license or a voluntary or involuntary change of control (as defined for purposes of FCC rules and regulations) of any licensee subsidiary;

(b) assign, lease, pledge, sell or otherwise transfer any of the Shared Equipment or Sharer’s interests in the Transmission Facilities Lease while exercising its Self-Help Rights; and

(c) upon Sharer's cure of such Operating Breach, be permitted to continue exercising Self-Help Rights over the Shared Equipment or Sharer's interests in the Transmission Facilities Lease except as permitted under this Agreement or unless a subsequent Operating Breach occurs that continues uncured for thirty (30) days after written notice to Sharer.

5.6. Self-Help Rights for Breach of Transmission Facilities Lease. In the event that Sharer breaches its obligations under the Transmission Facilities Lease in any material respect, and such breach is not cured pursuant to the applicable provisions of the Transmission Facilities Lease, Sharee may, at its option and without interference or objection from Sharer, have as a remedy the right to take such actions in the same manner and to the same extent as Sharer might do in order to cure such breach (such rights, the "**Lease Self-Help Rights**"), subject to the terms and provisions of the Transmission Facilities Lease and any applicable laws.

ARTICLE 6: MISCELLAENOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their respective businesses and properties that is disclosed by one party to the other in connection with the negotiation, execution or performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis (i) to the parties' representatives, (ii) to prospective investors, lenders and their advisors, provided each such prospective investor or lender agrees to be bound by a non-disclosure agreement with the disclosing party or (iii) in the event a party hereto is requested or required by law, regulation, interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process to disclose any confidential information.. No party shall issue or cause the publication of any press release or other public statement relating to this Agreement or disclose the existence of or details regarding this Agreement to any unaffiliated third party without the prior written consent of the other party. Notwithstanding anything to the contrary herein, the parties acknowledge that Sharee will be required to submit this Agreement with its application for a construction permit to channel share. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each of Sharer and Sharee represents and warrants 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, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, (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, (v) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof, (vi) it has obtained all material FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its station and (vii) its ownership and operation of its station complies with the FCC rules, regulations and other applicable laws in all material respects.

6.3. Assignment.

(a) Assignment by Sharer. Sharer shall assign this Agreement to any FCC-approved assignee or transferor of Sharer's Station upon 30 days' prior written notice of an assignment. Any such assignment or transfer shall require that the assignee or transferee (including any entity which gains effective control of Sharer or its affiliates) specifically assume Sharer's rights and obligations under this Agreement, effective upon consummation of such assignment or transfer, in a writing delivered to Sharee on or prior to the consummation of such assignment or transfer.

(b) Assignment by Sharee. Sharee shall assign this Agreement to any FCC-approved assignee or transferor of Sharee's Station upon 30 days' prior written notice of an assignment. Any such assignment or transfer shall require that the assignee or transferee (including any entity which gains effective control of Sharee or its affiliates) specifically assume Sharee's rights and obligations under this Agreement, effective upon consummation of such assignment or transfer, in a writing delivered to Sharer on or prior to the consummation of such assignment or transfer.

(c) Effect of Assignment. Any assignment, sale or transfer of this Agreement in violation of this Section 6.3 shall be null and void. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and upon any such succession or assignment the assignee or transferee shall be deemed to be a party to this Agreement in substitution for the assigning or transferring party, whereupon the assigning or transferring party shall cease to be a party to this Agreement. No assignment shall give the assignee or either party the right to amend this Agreement or relieve any party of any obligation or liability under this Agreement prior to the date of such assignment, delegation or transfer. 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.

6.4. Information. Each party shall promptly within five (5) business days of receipt notify the other party of any notices or other correspondence from the FCC or any other notice from any governmental entity with respect to the technical facilities or technical operations of its station or the Shared Channel. Sharer shall provide Sharee with copies of any notices it receives from lessor(s) with respect to the Transmission Facilities Lease, or any notices it receives from any governmental entity with respect to the Transmission Facilities. If either party becomes subject to litigation or similar proceedings before the FCC (including without limitation initiation of enforcement actions), Internal Revenue Service or other court or governmental authority that is reasonably likely to have a material adverse effect on such party or its Station using or proposed to be using the Shared Channel, then it shall immediately provide written notice of such proceeding to the other party and promptly within five (5) business days of any request, provide all information with respect thereto as reasonably requested by the other party. If either party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it which is not dismissed within sixty (60) days of the date of filing, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization, or makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

if to Sharee:

Weigel Broadcasting Co.
26 North Halstead Street
Chicago, IL 60661
Attention: Evan Fieldman
Fax:
Email: efieldman@metv.com

With copies to (which shall
not constitute notice):

Covington & Burling LLP
850 Tenth Street NW
Washington, DC 20001
Attention: Mace J. Rosenstein
Fax: (202) 778-5024
Email: mrosenstein@cov.com

6.7. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

6.8. Consent to Jurisdiction; Jury Waiver; Attorney's Fees. With respect to any suit, action or proceedings relating to or arising out of this Agreement ("**Proceedings**"), each party irrevocably: (i) submits to the exclusive jurisdiction of the courts of the State of California and the United States District Court located in Los Angeles County, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party. **SUBJECT TO SECTION 6.9, ALL ISSUES, MATTERS, AND DISPUTES BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE TRIED BY A JUDGE IN A NON-JURY TRIAL AND THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE ATTORNEYS' FEES AND ALL COURT COSTS INCURRED IN SUCH REGARD, INCLUDING THOSE ATTORNEYS' FEES AND COSTS INCURRED FOR ANY AND ALL APPLICABLE APPELLATE PROCEEDINGS.**

6.9. Issue Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, the parties shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the parties through consultations among their respective senior executives. If the issue remains unresolved for a period of sixty (60) days, then the parties may, but shall not be required to, elect by mutual agreement to submit the disputed matter to a mutually agreeable independent third party with substantial experience and expertise in the business and operation of television broadcast stations

to serve as a non-binding mediator, with the costs of such third party mediator to be split equally between the parties.

6.10. Tax Matters. Each Party shall be responsible for disposition of spectrum rights or spectrum usage rights for its allocated portion of the shared spectrum, subject to obtaining any necessary FCC consent. If either party (an “**Electing Party**”) elects to treat the spectrum so acquired or disposed pursuant to this Agreement as property transferred in a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, the Electing Party shall notify the other party of such election in writing, after which the non-electing party shall undertake all actions reasonably requested by the Electing Party, at Electing Party’s sole expense, in connection with the Electing Party’s like-kind exchange, including consenting to Electing Party’s transfer of its rights in this Agreement to a “qualified intermediary,” as defined in Treasury Regulation Section 1.1031(k)-1(g)(4); provided, however, that such actions do not impose any unreimbursed liabilities, including any monetary obligations or costs, on the non-electing party and do not release either party from its obligations under this Agreement.

6.11. Miscellaneous. This Agreement may not be amended except in a writing executed by both parties. No 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 waiver or consent is sought. No party shall be authorized to act as an agent of or otherwise to represent the other party to this Agreement. Except as expressly set forth in this Agreement, each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. 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 (including without limitation the Original CSA). Neither party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may be executed in separate counterparts. The parties to this Agreement are independent contractors. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon the parties.

6.12 Construction. For purposes of this Agreement, whenever the context requires: (i) the singular number shall include the plural, and vice versa; (ii) the masculine gender shall include the feminine and neuter genders; (iii) the feminine gender shall include the masculine and neuter genders; and (iv) the neuter gender shall include the masculine and feminine genders. As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation,” and the term “or” shall not be exclusive. Each of the parties hereto has been represented by legal counsel except to the extent that such party has declined legal counsel. Accordingly, the parties hereto agree that any rule of construction to the effect that ambiguities

EXECUTION VERSION

are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AMENDED AND RESTATED CHANNEL SHARING AND FACILITIES AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Amended and Restated Channel Sharing and Facilities Agreement as of the date first set forth above.

SHARER:

VENTURE TECHNOLOGIES GROUP, LLC

By:

Name:

Title:


PAUL KOPLIN
MANAGER

SHAREE:

TV-49, Inc.

By:

Name:

Title:

SIGNATURE PAGE TO AMENDED AND RESTATED CHANNEL SHARING AND FACILITIES AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Amended and Restated Channel Sharing and Facilities Agreement as of the date first set forth above.

SHARER: VENTURE TECHNOLOGIES GROUP, LLC

By: _____
Name:
Title:

SHAREE: TV-49, Inc.

By: 
Name: EVAN FIELDMAN
Title: Vice President