

FIRST AMENDMENT TO CHANNEL SHARING AND FACILITIES AGREEMENT

This First Amendment to the Channel Sharing and Facilities Agreement ("Amendment") is made as of September 28, 2017 between Coachella Communications, LLC ("Sharer") and Venture Technologies Group, LLC ("Sharee").

WHEREAS, Sharer and Sharee entered into a Channel Sharing and Facilities Agreement dated August 8, 2017 (the "Agreement") and now desire to amend that Agreement.

NOW THEREFORE, 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. Amendment. Section 6.3 is amended and replaced in its entirety with the following:

6.3 Assignment. Except for an assignment to Sharer, Sharee may not assign, sublease or delegate this Agreement without the prior written consent of Sharer, such consent not to be unreasonably denied or withheld. Notwithstanding the foregoing, either party may assign this agreement to an affiliate that controls, is controlled by, or is under common control with such party without obtaining consent from the other party. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. 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.

2. Miscellaneous. Except as set forth in this Amendment, the other terms of the Agreement have not been amended. This Amendment may be executed in multiple counterparts.

SHARER:

COACHELLA COMMUNICATIONS, LLC

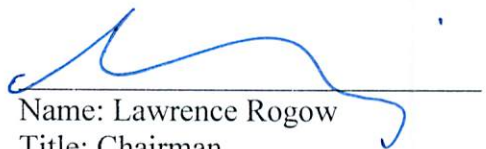


Name: Paul Koplin

Title: Manager

SHAREE:

VENTURE TECHNOLOGIES GROUP, LLC



Name: Lawrence Rogow

Title: Chairman