

## CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “Agreement”) is made as of August 8, 2017 between **Coachella Communications, LLC** a Delaware limited liability company (“Sharer”) and **Venture Technologies Group, LLC**, a Delaware limited liability company (“Sharee”).

### 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”):

#### **KPOM-CD, Ontario, California (FCC Facility ID 191793)**

B. Sharee owns and operates the following television broadcast station, including its primary and all multicast streams (“Sharee’s Station”) pursuant to licenses issued by the FCC:

#### **KSFV-CD, Los Angeles, California (FCC Facility ID 191101)**

C. Sharee has been designated as a winning bidder for Sharee’s Station in the Incentive Auction (defined below). Sharee will relinquish the spectrum of Sharee’s Station, and Sharer and Sharee will share Sharer’s Station’s channel (the “Shared Channel”) pursuant to licenses to be issued by the FCC to Sharer and Sharee.

D. Sharer owns or operates certain assets, including the transmitter, located at Oak Glen Road, San Bernardino, CA (as it may change from time to time, the “Transmitter Site”), which Transmitter Site is leased pursuant to that certain Transmitter Site Lease Agreement (as modified or replaced from time to time, 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 (as modified or replaced from time to time, the “Shared Equipment,” and together with the Transmitter Site, the “Transmission Facilities”).

E. Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012) (“Incentive Auction”)) and 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

1.1. Term. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will continue until the date fifteen (15) years thereafter, unless earlier terminated in accordance with this Agreement or extended by mutual written agreement of the parties.

1.2. Commencement of Shared Operations. The parties shall cooperate to transition Sharee’s Station to the Shared Channel and the Transmission Facilities on a mutually agreeable date determined by the parties within the time required under the Channel Sharing Rules and as soon as reasonably practicable following FCC approval of this Agreement and issuance of the CP (as defined in Section 1.3) and after the end of the 30-day period required to notify viewers and MVPDs (such agreed date, the “Sharing Commencement Date”). Any out-of-pocket costs reasonably necessary to modify the Transmission Facilities for shared use under this Agreement shall be paid by Sharer. Any out-of-pocket costs necessary to move the operations of Sharee’s Station to the Transmitter Site shall be paid by Sharer.

#### 1.3. FCC Matters.

(a) Within five (5) business days after the date of this Agreement, (i) Sharee shall file with the FCC and thereafter diligently prosecute a minor change application for a construction permit for Sharee’s Station in order to implement this Agreement (the “CP”) (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information) and (ii) Sharee shall transmit the required notices to viewers and MVPDs. Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee’s preparation of such application (or the covering license application). Neither party shall take any action that would reasonably be expected to result in the dismissal of the FCC application for the CP or the covering license application. All costs associated with the minor change application and the covering license application shall be paid by Sharer. The parties shall cooperate in good faith to prepare, submit, and prosecute any other applications with the FCC that may be necessary to implement the sharing arrangement

contemplated by this Agreement, including without limitation license applications for the Shared Channel and any necessary community of license change.

(b) Within two (2) business days after the Sharing Commencement Date, Sharee shall file and thereafter diligently prosecute a license application to cover the CP.

(c) If the FCC imposes a condition on the approval, performance or terms and conditions of this Agreement or any of the FCC applications filed pursuant to this Agreement that (i) has the effect of materially increasing the cost of performance by a party of its obligations under this Agreement or (ii) that cancels, changes or supersedes any material term or provision of this Agreement (collectively, a “Regulatory Condition”), then the parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent, and purpose of this Agreement and as may be necessary to comply with such Regulatory Condition, while maintaining to the greatest extent possible the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition, provided that no party shall be required to agree to any amendment that would deprive that party of a material benefit of this Agreement.

1.4. Repacking. Sharer’s Station is being moved to a different frequency in connection with the repacking following the Incentive Auction (the “Repacking”). Sharer shall determine any modifications needed to the Transmission Facilities (and be responsible for the related costs) and shall determine whether or not to acquire equipment that may not be reimbursed by the TV Broadcaster Relocation Fund (or other governmental authority).

## ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, from and after the Sharing Commencement Date, 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) in accordance with the allocation set forth on *Schedule 2.1*. Sharer and Sharee may change the allocation of bandwidth set forth on *Schedule 2.1* at any time as they may mutually agree, provided that any allocation shall comply with the FCC’s requirements and, at a minimum, shall provide that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one Standard Definition over-the-air program stream at all times.

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 in real time and audit the Shared Channel’s encoding system to ensure compliance with Section 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. Sharer shall be responsible for any

costs to implement such modulation or technical changes, except in the event Sharee elects to maintain this Agreement in accordance with Section 5.1(c), then Sharee shall be responsible for its pro rata share of such costs (in accordance with the then-current capacity allocation). 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.

(b) New Transmission Technologies. Sharer shall determine if and when to adopt or deploy 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. Any budget and timeline for implementing the ATSC 3.0 Upgrade shall comply with applicable FCC rules and regulations and meet generally accepted industry standards. Sharer shall be responsible for all costs associated with the ATSC 3.0 Upgrade, except in the event Sharee elects to maintain this Agreement in accordance with Section 5.1(c), then Sharer may implement ATSC 3.0 only upon the written agreement of Sharee (which shall not be unreasonably withheld, delayed or conditioned) and Sharee shall be responsible for its pro rata share of such costs (in accordance with the then-current capacity allocation).

(c) Other Upgrades. In addition to the ATSC 3.0 Upgrade, Sharer, in its sole discretion and at its expense, may at any time implement any new transmission systems or new technical standards for Sharer’s Station or the Shared Channel, except if such new system or standard would reasonably be expected to materially adversely affect Sharee’s Station or the Shared Channel or require Sharee to make a material change in its operations, then Sharee’s consent (not to be unreasonably withheld, delayed or conditioned) shall be required prior to implementing such new system or standard.

2.4. Use of Capacity. 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. Neither party shall take any action that interferes with the other’s use of capacity on the Shared Channel or the Transmission Facilities. Sharer shall have the right, in its sole discretion, to enter into additional channel sharing agreements within its allocated capacity that do not have a material adverse effect on Sharee’s Station or the Shared Channel. Sharee may not enter into any sub-sharing arrangements.

2.5. 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 reasonably designated by Sharer. Sharer may encode, compress or modulate Sharee’s content as required to statistically multiplex together the parties’ content streams using the parameters set forth in this Agreement, provided that Sharer shall not otherwise alter the content provided by Sharee.

2.6. FCC Licenses.

(a) Authorizations. Each party shall maintain all main station FCC licenses necessary for its operations on its station in full force and effect during the Term. 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. Each party shall comply with this Agreement, the Channel Sharing Rules, and with all other FCC and other applicable laws with respect to its ownership and operation of its station subject to this Agreement and its use of the Shared Channel. 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. 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.

(c) Control. Consistent with FCC rules, each party shall control, supervise and direct the day-to-day operation of its station subject to this Agreement (including its employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Neither party shall use the call letters of the other's television station in any medium, except in correspondence with the FCC related to the performance of this Agreement.

(d) Channel Sharing Documents. Each party shall notify the other of all documents filed with or received from the FCC with respect to this Agreement, the transactions contemplated hereby or the Shared Channel, and shall provide the other with copies of such documents to the extent permitted by FCC rules and other applicable laws.

(e) 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. Each of Sharer and Sharee shall be responsible for any joint fees, if any, assessed by the FCC on or with respect to the Shared Channel as allocated between the parties on a basis proportional to the capacity allocation set forth in Section 2.1.

2.7. Must-Carry and Retransmission Consent. Each party shall be solely responsible for exercising must-carry or retransmission consent rights (or any other right of distribution) for its respective station, and neither party 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. 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 Transmission Facilities Lease, Sharer shall provide Sharee with reasonable access to the Transmission Facilities at any time as required for Sharee to comply with FCC rules and sufficient for Sharee to fulfill its obligations and execute its rights under this Agreement, including a right to ensure ongoing broadcast operations

in the ordinary course consistent with past practices of Sharer's Station and good engineering practices customary in the television broadcast industry; provided, however, that Sharee shall not take any action that disrupts or impairs Sharer's use of the Transmission Facilities. Sharee shall not take any action that would cause Sharer to be in breach or default under the Transmission Facilities Lease. Sharer shall maintain the Transmission Facilities Lease in full force and effect during the Term and shall not modify such lease in any manner that affects Sharee's payment responsibilities under this Agreement without the prior written consent of Sharee.

(b) Shared Equipment. A list of material items of Shared Equipment as of the date of this Agreement has been prepared and separately agreed to by the parties and is attached hereto at Schedule 3.1(b), and such list may be updated by the parties upon mutual agreement. The Shared Equipment shall include any replacements of such items or additions thereto as mutually agreed by the parties from time to time in accordance with this Agreement. Title to all Shared Equipment shall remain with Sharer. The shared use under this Agreement does not constitute a conveyance of title. Sharee may use the Shared Equipment only in accordance with good engineering practices and only in the ordinary course of operation of Sharee's Station and for no other purpose. Sharer shall maintain the Transmission Facilities consistent with good engineering practices and shall determine, in its reasonable good faith discretion, any ordinary course maintenance and repairs, non-ordinary course capital expenditures, upgrades or replacements necessary or desirable with respect to the Transmission Facilities.

(c) Exclusive Equipment. Subject to any restrictions imposed by the Transmission Facilities Lease, Sharee may install equipment owned solely by it at the Transmitter Site. Each party 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 a party shall remain with such party.

(d) Operations. Sharee shall not permit to exist any lien, claim or encumbrance on the Transmission Facilities. Each of Sharer and Sharee shall:

(i) not interfere with the business and operation of the other's television station or the other's use of such facilities;

(ii) use the Transmission Facilities only for the operation of its television station in the ordinary course of business, including any purpose permitted under the terms of its station's FCC authorizations;

(iii) maintain, at its own expense, sufficient insurance with respect to its use of the Transmission Facilities and operations from the Transmission Facilities during the Term and name the other broadcaster as an additional insured under such policies; and

(iv) comply in all material respects with all laws applicable to its operations relating to the Transmission Facilities.

(e) Alterations to Transmission Facilities.

(i) Sharee shall not upgrade or modify the Transmission Facilities without the prior written consent of Sharer.

(ii) In the event Sharer wishes to make an expenditure to upgrade or replace the Transmission Facilities or any portion thereof, Sharer shall have the right to purchase and install the desired equipment, at its sole cost and expense, and shall retain sole title to such equipment during the Term and after the termination or expiration of this Agreement, and Sharee shall cooperate, at Sharer's expense, to the extent reasonably necessary to ensure that such upgrade or replacement is accomplished; *provided* that such equipment does not (A) interfere with, harm or adversely affect the Transmission Facilities or other operations of Sharee's Station or (B) degrade the signal of Sharee's Station.

(f) Hazardous Materials. Each of Sharer and Sharee shall: (i) comply with all environmental laws applicable to its operations from the Transmission Facilities, (ii) not cause or permit the release of any hazardous materials on, to or from the Transmission Facilities in violation of any applicable environmental laws, (iii) not take any action that would subject the Transmission Facilities to permit requirements for storage, treatment or disposal of hazardous materials and (iv) not dispose of hazardous materials on the Transmission Facilities except in compliance with applicable law.

3.2. Interference. Neither party shall make any 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 other party's signals or broadcast operations or use of the Shared Channel. 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.

3.3. Force Majeure. Neither party shall be liable to the other party for any failure 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.

3.4. Expenses.

(a) Shared Costs. Sharee shall be responsible for its pro rata share (in accordance with the then-current capacity allocation) of the out-of-pocket costs and expenses incurred by Sharer in the ordinary course of business with respect to the Transmission Facilities and the Shared Channel, including without limitation, the amount of rent and other payments under the Transmission Facilities Lease, utilities for the Transmission Facilities, maintenance expenses with respect to the Transmission Facilities and ad valorem taxes with respect to the Transmission Facilities. 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 or other capital expenditures that Sharer determines in good faith are reasonably necessary or desirable to improve, upgrade or otherwise alter the Transmission Facilities or any portion thereof. 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 in the same proportion as the then-current capacity allocation.

(b) Sole Costs of Each Party. Each of Sharer and Sharee shall be solely responsible for (i) costs for any necessary link between its station's studio site and the site in the market from which Sharer's Station transports its signal to the Transmitter Site for broadcast on the Shared Channel, (ii) all expenses related to any equipment solely owned by it and located at the Transmitter Site and (iii) all of its expenses not related to the Transmission Facilities. Sharee shall be responsible for the costs of delivering its signal to the Transmitter Site.

### 3.5. Representations and Warranties.

(a) Sharer Representations. Sharer represents and warrants to Sharee that: (i) it has obtained all FCC and other material governmental agency approvals necessary for its operations on Sharer's Station as currently operated by it, (ii) its ownership and operation of Sharer's Station complies with the FCC rules, regulations and policies and other applicable laws in all material respects, (iii) the FCC license for Sharer's Station has not expired or been cancelled, (iv) it has provided a true, correct and complete copy of the Transmission Facilities Lease to Sharee, (v) the Transmission Facilities Lease is in full force and effect, and Sharer has not given or received any notice of default, cancellation or surrender under the Transmission Facilities Lease that has not been resolved and (vi) to Sharer's knowledge, the Transmission Facilities are not subject to eminent domain, condemnation or similar proceedings.

(b) Sharee Representations. Sharee represents and warrants to Sharee that: (i) it has obtained all FCC and other material governmental agency approvals necessary for its operations on Sharee's Station as currently operated by it, (ii) its ownership and operation of Sharee's Station complies with the FCC rules, regulations and policies and other applicable laws in all material respects and (iii) the FCC license for Sharee's Station has not expired or been cancelled.

## ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each party 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: (i) any breach of 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 and (iii) its use of the Transmission Facilities or the Shared Channel. 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. Programming Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, each party 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 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.

4.3. Liability. In no event shall any 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. Neither party shall have any obligation or liability with respect to the other party's station, except as specifically set forth in 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 ninety (90) 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 (i) results in a fundamental impairment of a party's ability to broadcast its programming on the Shared Channel, (ii) constitutes a failure by a party to pay the other party any undisputed payment owed under this Agreement or (iii) results in material damage to the Transmission Facilities or other material transmission equipment or facilities of the other party.

(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 all spectrum usage rights for the full 6 MHz 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 (and thereafter be the sole holder of) the Shared Channel and convert its FCC license to non-shared status.

(c) Survival. 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 5.1(b), (c) and (e), 6.1 and 6.7 and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

(d) Surrender of Facilities. Within five (5) business days after any termination of this Agreement, but subject to Section 5.1(c), Sharee shall, vacate the Transmitter Site, remove all of its assets from the Transmitter Site, surrender the Transmitter Site in substantially the same condition existing on the Sharing Commencement Date (reasonable wear and tear excepted) and surrender to Sharer all keys and other means of entry to the Transmitter Site.

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.

## ARTICLE 6: MISCELLANEOUS

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 in connection with the performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' representatives and lenders. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each party 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 and, if necessary, is qualified to do business in the state of California, (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.

6.3. Assignment. Except for an assignment to Sharer or an affiliate, 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. 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.

6.4. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules and published policies of the FCC. If any court or governmental authority holds any provision of 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.

6.5. 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, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Sharer: Coachella Communications  
5670 Wilshire Blvd, Ste. 1620  
Los Angeles, CA 90036  
Attention: Paul Koplin  
Email: koplin@loop.com

if to Sharee:  
with a copy (which shall not constitute notice) to: Venture Technologies Group, LLC  
5670 Wilshire Blvd, Ste. 1620  
Los Angeles, CA 90036  
Attention: Larry Rogow  
email: rogow@loop.com

6.6. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California.

6.7. 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. Neither party shall be authorized to act as an agent of or otherwise to represent the other party to this Agreement. Except as otherwise 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. 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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

SHARER:

COACHELLA COMMUNICATIONS, LLC

By: 

Name: Bruce Kaplan

Title: Manager

SHARER:

VENTURE TECHNOLOGIES GROUP, LLC

By: 

Name: Lawrence Poon

Title: Chairman