

FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT (this "Agreement") is made as of November 23, 2015 among KOCE-TV Foundation (the "Foundation") and NRJ TV LA License Co, LLC and NRJ TV LA OpCo, LLC (collectively, "NRJ").

Recitals

A. The Foundation owns and operates the following noncommercial television broadcast station, including its primary and all multicast streams (the "KOCE") pursuant to licenses issued by the Federal Communications Commission (the "FCC"):

KOCE-TV, Channel 48, Huntington Beach, California (FCC Facility ID #4328)

B. NRJ owns and operates the following television broadcast station, including its primary and all multicast streams ("KSCI") pursuant to licenses issued by the FCC:

KSCI(TV), Channel 18, Long Beach, California (FCC Facility ID #35608)

C. The Foundation desires to participate in 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") under the channel sharing rules.

D. If the Foundation's participation in the Incentive Auction is Successful (as defined in the Channel Sharing Agreement), the Foundation will relinquish the television channel currently licensed to it by the FCC, and the Foundation and NRJ will share KSCI's channel (the "Shared Channel"), which is currently exclusively licensed to NRJ.

E. Concurrently with the execution of this Agreement, the Foundation and NRJ are entering into a Channel Sharing Agreement (the "Channel Sharing Agreement") with respect to the Foundation's participation in the Incentive Auction and the proposed sharing of the Shared Channel.

F. The Foundation and NRJ desire to provide for joint use of the Shared Channel and shared facilities and desire to form a Delaware limited liability company (the "Facilities LLC") which will own and operate certain assets, including the transmitter located on Mount Harvard in Los Angeles County, California (the "Transmitter Site") and other equipment necessary for channel sharing that will be used by the Foundation and NRJ in the operation of their television stations broadcasting on the Shared Channel (the "Shared Equipment," and together with the Transmitter Site, the "Transmission Facilities").

G. The Foundation and NRJ desire to enter into an agreement that is in accordance with the FCC Report and Order adopted in GN Docket No. 12-268, released June 2, 2014, together with the First Order on Reconsideration and Notice of Proposed Rulemaking adopted in

GN Docket No. 12-268, released June 12, 2015 (collectively, the "Incentive Auction Order") and the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 ("Channel Sharing Order"), including without limitation the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended and the Procedures Public Notice adopted in AU Docket No. 14-252, GN Docket No. 12-268, WT Docket No. 12-269, and MB Docket No. 15-146, released August 11, 2015 (with the Incentive Auction Order and the Channel Sharing Order and all other current or subsequently adopted FCC rules, orders and public notices pertaining to channel sharing agreements, the "Channel Sharing Rules"), as well as the rules and regulations of the Internal Revenue Service with respect to tax-exempt organizations, 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: TERM AND IMPLEMENTATION OF CHANNEL SHARING

1.1. Term. The term of this Agreement (the "Term") shall begin on the date of an FCC order, public notice or other ruling that the Foundation is Successful in the Incentive Auction (the "Success Ruling") and shall continue until December 31, 2038 (unless earlier terminated in accordance with this Agreement). Thereafter, the Term shall automatically renew for successive terms of twenty years each (unless earlier terminated in accordance with this Agreement). Notwithstanding the foregoing, this Agreement shall automatically terminate upon any termination of the Channel Sharing Agreement in accordance with its terms.

1.2. Facilities LLC. Within two (2) business days after the Success Ruling, the Foundation and NRJ shall file the certificate of formation for the Facilities LLC with the Secretary of State of the State of Delaware, and promptly thereafter, execute and deliver customary subscription agreements, a limited liability company agreement in substantially the form attached as set forth on *Schedule 1.2* hereto (the "LLC Agreement") and any other documents with respect to the Facilities LLC and the contribution of shared assets thereto that the Foundation and NRJ mutually deem reasonable and appropriate.

1.3. FCC Filings. The Foundation shall promptly and timely file with the FCC and thereafter diligently prosecute a minor change application for a construction permit for the Shared Channel. In addition, each of the Foundation and NRJ shall promptly and timely file and thereafter diligently prosecute FCC applications for a license for the Shared Channel. The parties shall cooperate in good faith with respect to such applications, and each party shall promptly provide the other with a copy of any pleading, order or other document filed with or served on it relating to such applications, and shall furnish all information required by the FCC or reasonably requested by the other party in connection with their preparation and prosecution of such applications.

1.4. Repacking. If after the Incentive Auction the FCC moves the Shared Channel to a different frequency ("Repacking"), the Foundation and NRJ shall in good faith mutually determine any modifications needed to the Shared Equipment and whether or not to acquire equipment that may not be reimbursed by the FCC (and with respect to the foregoing, neither party may unreasonably withhold, delay or condition its consent). All such costs that are not reimbursed by the FCC (including through the TV Broadcaster Relocation Fund) shall be borne by the Facilities LLC. The parties shall cooperate to modify the existing Shared Equipment or procure new Shared Equipment as reasonably necessary to implement the Repacking. NRJ (and, if required, the Foundation) shall promptly seek reimbursement from the FCC (through the TV Broadcaster Relocation Fund (and, if applicable, any other available source)) for all reimbursable costs and expenses incurred by the Foundation or NRJ in connection with or arising out of the Repacking. All such reimbursement payments received by NRJ or the Foundation with respect to the Repacking shall be promptly deposited into the account of the Facilities LLC, without offset or deduction.

## ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Agreement, the Foundation and NRJ shall share the 6 MHz Shared Channel (or 19.39 Megabits per second ("Mb/s") as allocated under the current ATSC system) and shall in good faith mutually agree upon and implement a mutually beneficial weighting system as allowed by the encoding pool to allow each party to prioritize its program streams and devise a system that produces the best results for each party with minimum picture degradation. In connection therewith, each of the Foundation and NRJ will designate one program stream with the highest priority and other sub-channels will have a lesser priority as mutually agreed based on empirical testing by the parties. Other than the required common Program and System Information Protocol ("PSIP") information, each party may set the bit rates it elects for audio, video or other ancillary data to be broadcast on its television station using the Shared Channel. The Foundation and NRJ shall allocate the requisite amount of bits of the Shared Channel for the common PSIP information necessary to provide the required tuning and guide information such that the parties shall mutually agree to the minimum number of days of Event Information Table ("EIT") information to be provided, and the parties acknowledge that a number of null packets may be required for television receivers to respond properly. The Foundation and NRJ shall cooperate to ensure proper reception and decoding of the signal. Notwithstanding anything to the contrary set forth herein, each of the Foundation and NRJ shall at all times 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 (SD) program stream. In the event the parties are unable to agree on a mutually acceptable variable bit allocation system or if either party in good faith determines that the variable bit allocation system is not operating in a manner to best serve its station's needs, then the Foundation and NRJ shall implement a fixed allocation of bits of the Shared Channel for their respective broadcast needs in accordance with this Agreement and the Channel Sharing Agreement.

2.2. Transmissions. Each of the Foundation and NRJ shall be responsible, at its sole expense, for delivering its station's programming in a broadcast-ready final format to the to be agreed upon location of the service multiplexer (such agreement not to be unreasonably

withheld, conditioned or delayed). The Foundation and NRJ will in good faith mutually determine how their signals will be transmitted (format and delivery method) and agree on an engineering plan that details how the parties' content will be combined and how PSIP and other data will be transmitted in accordance with this Agreement and the Channel Sharing Agreement (and neither party may unreasonably withhold, delay or condition its consent to such determinations or plans). Except as provided herein, neither party shall alter the content provided by the other party; provided, however either party may, as the parties shall direct: (i) encode, compress or modulate the content as required to multiplex together the Foundation's and NRJ's content streams using the parameters agreed to in this Agreement or the Channel Sharing Agreement and (ii) combine the EIT and other information into a common PSIP format for transmission as agreed to in this Agreement.

2.3. Encoding. The Foundation and NRJ shall share an encoding system for KOCE and KSCI, with a statistically multiplexed signal. Each of the Foundation and NRJ shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with this Agreement and the Channel Sharing Agreement. Each of the Foundation and NRJ shall make all records of such encoding available to the other upon written request during normal business hours.

2.4. FCC Licenses.

(a) Modifications. During the Term, neither the Foundation nor NRJ may modify the FCC license of its station subject to this Agreement without the prior written consent of the other party (which shall not be unreasonably withheld, delayed or conditioned) if such modification would reasonably be expected to materially adversely affect the other party's operations or affect KOCE's noncommercial license status; provided, however that consent shall not be required if a modification would require solely an immaterial conforming change to the other party's license. Without limiting the foregoing, a modification in a station's licensed parameters or coverage shall require the prior written consent of the other party (which shall not be unreasonably withheld, delayed or conditioned). Consent shall not be required for a party to modify the FCC license of its station subject to this Agreement to make a change in hours of operation, format of transmissions or carriage rights.

(b) Compliance with Law. The Foundation shall comply with this Agreement and with all FCC and other applicable laws with respect to its ownership and operation of KOCE and its use of the Shared Channel and the Transmission Facilities, and NRJ shall comply with this Agreement and with all FCC and other applicable laws with respect to its ownership and operation of KSCI and its use of the Shared Channel and the Transmission Facilities. Without limiting the foregoing, neither party shall take any direct or indirect action which could be reasonably likely to cause or otherwise support the revocation of the FCC license held by the other party. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. Each party will promptly notify the other of any material communications to and from the FCC that relate either to the Shared Channel or to a matter which may require coordination to minimize disruptions to operations of both parties' stations.

(c) Control. Consistent with FCC rules, the Foundation shall control, supervise and direct the day-to-day operation of KOCE (including the Foundation's employees, programming and finances), and NRJ shall control, supervise and direct the day-to-day operation of KSCI (including NRJ's employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Neither the Foundation nor NRJ shall hold itself out as the licensee of the other's television station using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party's station. Neither the Foundation nor NRJ shall use the call letters of the other's television station in any medium, except in correspondence with the FCC related to performance of this Agreement.

(d) FCC Fees. Each of the Foundation and NRJ 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.

(e) Cooperation. Each of the Foundation and NRJ shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of and transition to the Shared Channel, the Facilities LLC or the Transmission Facilities. Neither the Foundation nor NRJ shall take any action or fail to take any action which interferes with or is reasonably likely to interfere with the other's use of capacity on the Shared Channel or the Transmission Facilities.

### ARTICLE 3: OPERATIONS

#### 3.1. Facilities LLC.

(a) General Operations. Promptly after formation of the Facilities LLC, subject to the receipt of any necessary landlord consent, each without lien, claim, or encumbrance: (i) NRJ shall contribute and assign its lease with Lodestar Towers Mt. Harvard, Inc. for the Transmitter Site to the Facilities LLC, fully paid to the date of such assignment, (ii) the Foundation shall contribute and assign its lease with American Tower for the KOCE transmitter site to the Facilities LLC, fully paid to the date of such assignment, (iii) the Foundation shall contribute and convey the KOCE equipment that will be usable in the operation of the Shared Channel to the Facilities LLC for one dollar (\$1) and (iv) NRJ shall contribute and convey the KSCI equipment that will be usable in the operation of the Shared Channel to the Facilities LLC for one dollar (\$1). If and to the extent one or more of the party's existing transmitter site leases is not useful to the Facilities LLC, the Facilities LLC will be responsible for paying the costs to terminate such agreements.

(b) Contingencies. Each party shall work cooperatively and in good faith to address contingencies that may arise as to the disposition of existing facilities and arrangements at the Transmitter Site as they may develop. If and to the extent that the owner of the Transmitter Site requires each of NRJ and the Foundation to maintain its own lease for its own facilities, each shall do so and the Foundation shall cause the Facilities LLC to reimburse each party for each party's lease fees as reasonably incurred. If through casualty or other event that is not due to the fault or negligence of one of the parties hereto, the Transmitter Site is or will become unavailable to the Facilities LLC or otherwise upon the mutual agreement of the parties,

the parties shall cooperate together in good faith to locate a suitable alternative transmission site facility to be leased by the Facilities LLC, such move, lease, and associated arrangements subject to each party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

(c) Transmitter Site. Subject to any restrictions imposed by the owner of the Transmitter Site, the Foundation (as Manager of the Facilities LLC) shall cause the Facilities LLC to provide the Foundation and NRJ with unrestricted access to the Transmission Facilities and use of the Shared Equipment. Neither the Foundation, NRJ nor the Facilities LLC shall act contrary to the terms of any lease for the Transmitter Site, permit to exist any lien, claim or encumbrance on the Transmission Facilities or interfere with the business and operation of the other's television station or the other's use of such facilities. Each of the Foundation and NRJ may use the Transmission Facilities only for the operation of its respective television station (including any ancillary operations not inconsistent with such operation) in the ordinary course of business and for no other purpose. Each of the Foundation and NRJ shall (and the Foundation, as Manager of the Facilities LLC, shall cause the Facilities LLC to) comply in all material respects with all federal, state and local laws applicable to its operations from the Transmission Facilities.

(d) Shared Equipment.

(i) Title to all shared Transmission Facilities shall remain with the Facilities LLC, and neither the Foundation nor NRJ shall move, damage, impair or interfere with such equipment. If the parties determine that new Shared Equipment needs to be procured in order to implement the channel and facilities sharing contemplated by this Agreement and the Channel Sharing Agreement, then the parties shall in good faith mutually agree on such equipment (such consent not to be unreasonably withheld, delayed or conditioned), with the costs to procure and install any such new Shared Equipment to be paid by the Facilities LLC.

(ii) If there is any surplus transmission equipment of KOCE or KSCI that is sold to a third party, then the selling party shall contribute the net proceeds of such sale to the Facilities LLC.

(e) Exclusive Equipment. Each of the Foundation and NRJ shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site (if any) in accordance with good engineering practices customary in the television industry. Title to all such equipment solely owned by the Foundation or NRJ shall remain with such broadcaster, and the other party shall not move, repair, damage, impair or interfere with any such equipment.

(f) Insurance. The Foundation (as Manager of the Facilities LLC) shall cause the Facilities LLC to carry reasonable and ordinary general liability and property insurance for the Transmission Facilities with a reputable insurance company. Each of the Foundation and NRJ shall be responsible for maintaining its own insurance for its own facilities, including general liability insurance with a reputable insurance company that shall cover its activities in connection with its use of the Transmission Facilities, consistent with its usual business practices in this regard.

(g) Contractors. All contractors and subcontractors of each of the Foundation, NRJ or the Facilities LLC who perform any service for the Foundation, NRJ or the Facilities LLC 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 the State of California.

(h) Hazardous Materials. Each of the Foundation and NRJ shall (and the Foundation, as Manager of the Facilities LLC, shall cause the Facilities LLC to): (i) comply 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 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.

(i) Leases.

(a) NRJ represents and warrants to the Foundation that it has provided the Foundation with a true and complete copy of its lease for the Transmitter Site. NRJ shall promptly provide the Foundation with true and complete copies of all amendments or modifications to such lease and all notices given or received under such lease.

(b) The Foundation represents and warrants to NRJ that it has provided NRJ with a true and complete copy of its lease for the KOCE transmitter site. The Foundation shall promptly provide NRJ with true and complete copies of all amendments or modifications to such lease and all notices given or received under such lease.

3.2. Upgrades.

(a) Mandatory Upgrades. The Foundation (as Manager of the Facilities LLC) shall cause the Facilities LLC to timely implement and pay for any FCC-mandated modifications to the Shared Channel or Transmission Facilities.

(b) Mutually Agreed Upgrades. If mutually agreed by the Foundation and NRJ (and neither party may unreasonably withhold, delay or condition its consent), the Foundation (as Manager of the Facilities LLC) shall cause the Facilities LLC to implement and pay for any upgrade to ATSC 3.0 or any other material changes to the Shared Channel or Transmission Facilities).

(c) Single Station Upgrades. Nothing in this Agreement is intended to prohibit either the Foundation or NRJ from implementing new transmission systems or new technical standards for its television 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.

3.3. Interference. Each of the Foundation and NRJ shall use commercially reasonable efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations at the Transmitter Site that will 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 harmful interference to such signals or operations does occur, the interfering party shall notify the other party in writing and take all commercially reasonable steps to correct such interference in all material respects as promptly as possible, and in any event within two business days of notice of such interference.

3.4. Cooperation. In the event it is necessary for the Foundation or NRJ 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, the parties 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. Each party shall provide reasonable advance notice with respect to any planned repairs and related downtime, to the extent reasonably feasible.

3.5. 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.

3.6. Exclusive Expenses. Each of the Foundation and NRJ shall be solely responsible for any capital expenses related solely to its station using the Shared Channel, all expenses related to any equipment solely owned by it and located at the Transmitter Site, and all of its expenses not related to the Transmission Facilities.

#### ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each of the Foundation and NRJ 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 its use of the Shared Channel. The Foundation hereby expressly disclaims any and all liability with respect to KSCI, and NRJ hereby expressly disclaims any and all liability with respect to KOCE.

4.2. Programming Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, each of the Foundation and NRJ 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 operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, 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 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.

4.4. Expenses. In any litigation, claim or dispute arising out of or relating to this Agreement, or its interpretation or enforcement, the prevailing party shall recover its reasonable attorneys' fees, expert fees and other costs of litigation from the non-prevailing party.

4.5. 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 upon thirty (30) days written notice to the other in the event of a material breach of this Agreement by the other party, unless said breach is cured within said thirty (30)-day notice period. A material breach is one that frustrates the purpose of this Agreement by making the Shared Channel unfit or unusable for the broadcast by the non-breaching party of its designated programming on its portion of the Shared Channel. Following any such termination for material breach, the non-breaching party shall be entitled to pursue any and all available rights or remedies. In the event of a material breach under this Agreement that is not timely cured, the non-breaching party may, in lieu of termination, and in its sole discretion, cure the breach, in which event the non-breaching party shall be entitled to an offset against its share of expenses owed under the LLC Agreement in the amount of all out-of-pocket costs and expenses reasonably incurred in curing such breach.

(b) Loss of License. This Agreement shall terminate automatically if the FCC license granted to either of the Foundation or NRJ to operate on the Shared Channel is revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed. In such event, notwithstanding such termination, the other party (i) shall have a reversionary interest in the spectrum usage rights covered by such license, (ii) shall have a right to acquire the departing party's interest in the Facilities LLC at fair market value and (iii) may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status and acquire

the spectrum usage rights of the departing party. In addition, prior to surrendering its license for cancellation or within ten (10) business days after any non-voluntary cancellation of KSCI's FCC license, NRJ shall provide the Foundation with a reasonable opportunity to acquire NRJ's interest in the Facilities LLC at a price to be mutually agreed by the parties.

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

(d) 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, Sections 5.1(b), 5.2(b), 6.1 (and the confidentiality obligation set forth in Section 6.3(a)), Article 4, and Sections 3.6 and 6.8 and all other provisions related to obligations to pay expenses shall survive any termination of this Agreement.

## 5.2. Assets.

(a) At the end of the Term (or upon any earlier termination of this Agreement), except as set forth in and subject to Section 5.2(b), each of the Foundation and NRJ shall vacate the Transmitter Site and move all of its assets and employees (if any) from the site.

(b) In the event of the termination of this Agreement for material breach in accordance with Section 5.1(a), the non-breaching party may, by written notice to the other party within thirty (30) days after the effective date of termination, elect to purchase the other party's interest in the Facilities LLC at fair market value, free and clear of liens, claims and encumbrances. In the event of a purchase to be made under this Section, the Foundation and NRJ shall (and the Foundation, as Manager of the Facilities LLC, shall cause the Facilities LLC to cooperate in good faith to) effectuate such sale and conveyance of interests as promptly as practicable, and in any event, within ten (10) business days after the date of the applicable notice. In the event of the expiration or termination of this Agreement for any other reason other than material breach, or if neither party elects to acquire the other's interest, the disposition of the assets of the Facilities LLC shall be made in accordance with the LLC Agreement.

5.3. Specific Performance. In addition to any other available remedies, in the event of failure or threatened failure by either party to comply with the terms of this Agreement, either party shall be entitled to seek injunctive relief where the other party's actual or threatened breach would deny or make commercially infeasible the non-breaching party's ability to participate in channel sharing pursuant to this Agreement. The available relief shall include obtaining a temporary restraining order, on an expedited basis, 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.

5.4. 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: MISCELLAENOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the Foundation and NRJ and their respective businesses and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity. Notwithstanding the foregoing, this Agreement shall be filed with the FCC if so required, and the parties shall make such filing on a confidential or redacted basis if permitted by the FCC. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each of the Foundation and NRJ 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. Information.

(a) Within ninety (90) days after the end of each fiscal year during the Term, each party shall provide the other with a duly executed certificate as to such party's solvency. All such information shall be kept confidential by the receiving party.

(b) 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 television 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 provide all information with respect thereto as reasonably requested by the other party.

(c) 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 of all or a substantial portion of its assets or of the assets related to its television station using or proposed to be using the Shared Channel, or it 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.

6.4. Assignment.

(a) No party may assign or sublease this Agreement without the prior written consent of the other party, except to a commonly controlled affiliate of a party which assumes this Agreement in a writing delivered to the other party to this Agreement; provided, however that if the Foundation does not exercise its right to acquire KSCI under Section 12 of the Channel Sharing Agreement, then the Foundation's consent shall not be required for NRJ's assignment of this Agreement to the proposed third party under such Section.

(b) Notwithstanding Section 6.4(a), (i) NRJ shall assign this Agreement to any FCC-approved assignee or transferee of KSCI upon consummation of such assignment or transfer pursuant to an assignment and assumption agreement satisfactory to the Foundation (and such assignee or transferee shall also be required to acquire NRJ's membership interest in the Facilities LLC), (ii) the Foundation shall assign this Agreement to any FCC-approved assignee or transferee of KOCE upon consummation of such assignment or transfer pursuant to an assignment and assumption agreement satisfactory to NRJ (and such assignee or transferee shall also be required to acquire the Foundation's membership interest in the Facilities LLC) and (iii) each party shall assign or transfer this Agreement to any assignee or transferee of its interest under the Channel Sharing Agreement.

(c) 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.

6.5. Severability.

(a) The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules 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, and the parties shall negotiate in good faith to amend this Agreement, if necessary and as appropriate, to accommodate such ruling.

(b) The Foundation and NRJ acknowledge that as of the date of this Agreement, the FCC may adopt additional rules and regulations with respect to the Incentive Auction. From time to time, promptly following the adoption of any such additional rules and regulations and prior to filing the FCC Application, the Foundation and NRJ shall reasonably cooperate and may (but are not required to, except as necessary to comply with applicable law) amend, modify or restate this Agreement to take into account such changes in FCC rules and

regulations. The Foundation and NRJ agree to comply with the requirements of 47 C.F.R. § 73.3700(h)(4), the Incentive Auction Order and the Channel Sharing Order.

(c) In addition, this Agreement may be filed with and reviewed by the California Attorney General's office (the "CA AG"). The Foundation and NRJ shall cooperate in good faith to address any concerns raised by the CA AG.

(d) If necessary to comply with a change in FCC rules, a governmental order as described in Section 12(a) or a change required by the CA AG or the IRS, the Foundation and NRJ shall promptly amend this Agreement to comply with such rules, order or changes and preserve as closely as possible each party's economic and other rights and interests set forth in this Agreement; provided that neither party shall be required to accept an amendment that materially, adversely, and disproportionately affects its economic interests vis-à-vis the economic interests of the other party.

6.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed email or facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to the Foundation:                    KOCE-TV Foundation  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: Andrew Russell, President  
Facsimile No.: \_\_\_\_\_

with a copy (which shall not constitute notice to):

Wiley Rein LLP  
1776 K Street, NW  
Washington DC, 20006  
Attention: Richard Bodorff  
                Jessica Rosenthal  
Facsimile No.: (202) 719-7049

and to:                                    Garvey Schubert Barer  
1000 Potomac Street NW  
Suite 200  
Washington, DC 20007  
Attention: John Crigler  
Facsimile No.: (202) 965-1729

and to:                                    St. George & Carnegie  
21163 Newport Coast Drive Suite 576  
Newport Coast, California 92657  
Attention: Ardelle St. George

Facsimile No.: (949) 854-5445

if to NRJ:

NRJ TV LA License, LLC  
722 S. Denton Tap Road, Suite 130  
Coppell, TX 75019  
Attention: Bob Andrews  
email address: bob@nrjventures.com

and to:

NRJ TV LA OpCo, LLC  
722 S. Denton Tap Road, Suite 130  
Coppell, TX 75019  
Attention: Ted Bartley  
Email address: ted@nrjventures.com

6.7. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought in the U.S. District Court for the Central District of California sitting in Santa Ana, California or, if there is no basis for federal court jurisdiction, then the Orange County California Superior Court (together, the "Orange County Courts"). The parties consent to the exclusive jurisdiction and venue of the Orange County Courts in any action, suit or proceeding arising out of or in connection with this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of exclusive jurisdiction and venue in the Orange County Courts and that any such action, suit or proceeding brought in the Orange County Courts has been brought in an inconvenient forum.

6.8. Issue Resolution Process. If an issue arises under this Agreement which requires the agreement of the parties and the parties are unable to agree, the parties' respective executive officers (or their designees of appropriate seniority) will confer in an attempt to resolve the issue. If such discussions are unsuccessful, then executive committees of each of the parties (or their designees of appropriate seniority) will confer in an attempt to resolve the issue. If such discussions are unsuccessful, if either party so elects, the disputed matter may be submitted 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 venue for such mediation being in Orange County, California and with the costs thereof to be paid one-half by the Foundation and one-half by NRJ.

6.9. Miscellaneous. The respective obligations and liabilities of any party comprised of multiple entities under this Agreement are joint and several, and such entities shall be deemed a single party for purposes of this Agreement as the context requires. 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. 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 Schedule hereto), together with the Channel Sharing Agreement and the LLC Agreement, 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. This Agreement may be executed in separate counterparts.

6.10. Tax Matters. Nothing contained in this Agreement is intended to or shall be construed to constitute the parties as partners, joint venturers, or principal and agent. For United States federal income tax purposes or any other purpose, the parties intend for this Agreement to be treated as a cost-sharing arrangement and not as a partnership, and the parties agree to file all applicable tax returns consistent with that intent.

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[SIGNATURE PAGE FOLLOWS]

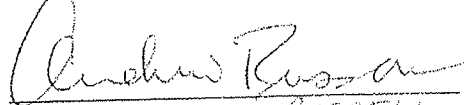
SIGNATURE PAGE TO FACILITIES AGREEMENT

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

FOUNDATION:

KOCE-TV FOUNDATION

By:



Name: ANDREW RUSSELL  
Title: PRESIDENT & CEO

NRJ:

NRJ TV LA LICENSE CO, LLC

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

NRJ TV LA OPCO, LLC

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

SIGNATURE PAGE TO FACILITIES AGREEMENT

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

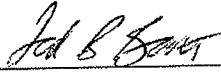
FOUNDATION:

KOCE-TV FOUNDATION

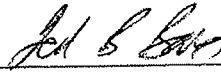
By: \_\_\_\_\_  
Name:  
Title:

NRJ:

NRJ TV LA LICENSE CO, LLC

By:   
Name:  
Title: **Ted B. Bartley**  
Chief Executive Officer

NRJ TV LA OPCO, LLC

By:   
Name:  
Title: **Ted B. Bartley**  
Chief Executive Officer