

**AMENDMENT NO. 1 TO  
CHANNEL AND FACILITIES SHARING AGREEMENT**

THIS AMENDMENT NO. 1 TO CHANNEL AND FACILITIES SHARING AGREEMENT (this “Amendment”) is made as of September 13, 2017 among LocusPoint WDVb Licensee, LLC, and LocusPoint WDVb Op, LLC, each a Delaware limited liability company (collectively, “LPN”) and Trinity Broadcasting of New York, Inc., d/b/a Trinity Broadcasting Network, a New York non-profit religious corporation (“Trinity”), and is made with reference to that certain Channel and Facilities Sharing Agreement dated as of January 5, 2016 (the “Sharing Agreement”) among LPN and Trinity. Capitalized terms used herein without definition shall have the same meanings as set forth in the Sharing Agreement.

Recitals

WHEREAS, LPN and Trinity desire to amend the Sharing Amendment to make it perpetual in nature and to further clarify the procedures to govern the wind down of the Agreement in the event of termination of the Agreement under certain circumstances.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein, the parties hereto agree as follows:

Amendment

1. Section 1.1 of the Sharing Agreement is hereby amended by deleting it in its entirety and substituting the following in its place:

1.1. Term. The term of this Agreement (the “Term”) will begin on the date of this Agreement and, subject to Sharing Participation and unless earlier terminated in accordance with this Agreement, will continue in perpetuity.

2. Article 5 of the Sharing Agreement is hereby amended by adding the following Section 5.6:

5.6. Wind-Down Upon Termination. In the event this Agreement is terminated pursuant to Section 5.2 (with the party terminating this Agreement being referred to herein as the “Terminating Party” and the party being terminated being referred to herein as the “Terminated Party”), the Terminated Party shall be permitted to continue to use the Shared Channel and operate on the Shared Transmission Facilities on the terms provided in this Agreement for nine (9) months (the “Wind-Down Period”) after the later of the effective date of the termination or, if termination is disputed, the date of a final court decision resolving the dispute. If the Terminated Party is the owner of the Shared Transmission Facilities, the Transmitter Site, and/or the Transfer Assets (the “Operating Assets”), it shall transfer such Operating Assets to the Terminating Party at the end of the Wind-Down Period in exchange for fair market value, which shall be determined according to an independent appraisal to be conducted at the Terminating Party’s expense

during the Wind-Down Period. The shared use of the Shared Channel and the Shared Transmission Facilities during the Wind-Down Period shall be in accordance with the terms of this Agreement. At the end of the Wind-Down Period (or such earlier time as the parties may agree), the Capacity Rights of the Terminated Party shall revert to the Terminating Party, and the parties shall make and prosecute such FCC filings and cooperate in taking such further actions as may be reasonably necessary for the Terminating Party to assume (and thereafter be the sole holder of) such Capacity Rights and, if appropriate, convert its FCC license to non-shared status.

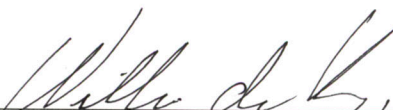
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AMENDMENT NO. 1 TO  
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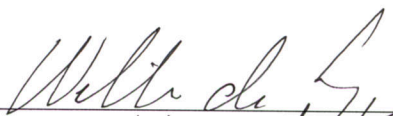
IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to Channel and Facilities Sharing Agreement as of the date first set forth above.

LPN:

LOCUSPOINT WDVb LICENSEE, LLC

By:   
Name: William de Koy  
Title: Chairman

LOCUSPOINT WDVb OP, LLC

By:   
Name: William de Koy  
Title: Chairman

TRINITY:

TRINITY BROADCASTING OF NEW YORK,  
INC.

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

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LPN:

LOCUSPOINT WDVb LICENSEE, LLC


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

LOCUSPOINT WDVb OP, LLC

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

TRINITY:

TRINITY BROADCASTING OF NEW YORK,  
INC.

By:   
Name: **J.B. Casoria**  
Title: **Assistant Secretary**