

CHANNEL SHARING AGREEMENT

This CHANNEL SHARING AGREEMENT (this “Agreement”) is made and entered into as of this 10th day of December, 2018 (the “Effective Date”), by and between Scripps Broadcasting Holdings LLC (“Scripps”), licensee of Station KZKC-LP, Bakersfield, CA, and Venture Technologies Group, LLC (“Venture”), licensee of Station KDBK-LP, Bakersfield, CA, (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the FCC has adopted rules and policies that permit low power television broadcast stations to share spectrum, LPTV Channel Sharing Report and Order, FCC 17-29 (March 23, 2017) (the “Channel Sharing Rules”);

WHEREAS, Venture and Scripps both filed applications during the Displacement Window announced by FCC Public Notice, DA 18-124 (February 9, 2018), to relocate to Channel 28, and these applications were identified as mutually exclusive and assigned to MX group 87, FCC Public Notice, DA 18-1108 (October 30, 2018);

WHEREAS, the Parties seek to resolve this mutual exclusivity by sharing Channel 28 in Bakersfield;

WHEREAS, in accordance with the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, as amended (collectively, the “FCC Rules”), Venture and Scripps desire to continue owning and operating their respective television Stations as separate Stations and separate FCC licensees by equally sharing the rights to the spectrum of Channel 28 (the “Shared Channel”) and certain transmission equipment, facilities, and leases and other third-party agreements necessary for Venture and Scripps to each broadcast on the Shared Channel as set forth in Exhibit A-1 (the “Shared Transmission Facilities”); and

WHEREAS, this Agreement sets forth the Parties’ agreement with respect to their joint use of the Shared Channel and Shared Transmission Facilities, and other matters set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1

IMPLEMENTATION AND SHARING OF SHARED TRANSMISSION FACILITIES

1.1 Term. The term of this Agreement shall continue in perpetuity unless terminated in accordance with Article 4.

1.2 Implementation. Scripps and Venture shall cooperate in good faith and work diligently with each other to commence operations on the Shared Channel with the Shared Transmission Facilities on the earliest practicable date set by mutual agreement (the “Implementation Date”) that is prior to or on the date that they must cease operations on their current channels.

1.3 Establishment of Shared Transmission Facilities.

(a) *Identification of Shared Transmission Facilities.* A list of all material items of the Shared Transmission Facilities as of the date of this Agreement is attached hereto as Exhibit A-1, which may be modified from time to time by mutual written agreement of the Parties.

(b) *Initial Capital Expenditures.* 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 to commence channel sharing under this Agreement (“Shared Capital Expenditures”), a preliminary list of which is attached hereto as Exhibit A-2, and it is intended that such list may be modified by mutual written agreement of the Parties. The Parties shall share equally the aggregate amount of any such Shared Capital Expenditures, with the understanding that, for convenience, Scripps shall procure such equipment to the extent reasonably feasible and invoice Venture for prompt reimbursement of its share of such costs.

(c) *Title and Cost Sharing.* Title with respect to any such equipment acquired as a Shared Capital Expenditure, and the corresponding rights to depreciation, shall be held jointly by both Parties; *provided*, that the foregoing reflects the intention of the Parties to establish a cost-sharing arrangement with respect to the subject-matter equipment and it is not intended, and shall not be construed, to establish a partnership between the Parties.

(d) *Scripps Preparedness.* Without limiting any other obligation hereunder, including with respect to reimbursement by Venture of Shared Capital Expenditures and certain other costs as provided herein, Scripps shall establish the Shared Transmission Facilities and undertake such other expenditures, modifications to the facilities, and government filings to ensure that the Parties each shall be able to conduct broadcast operations as contemplated hereby as of, and commencing on, the Implementation Date; provided, however, that Scripps shall not, without the written consent of Venture, undertake Shared Capital Expenditures exceeding in total \$1000.

1.4 Shared Operating Matters.

(a) *Shared Operating Plan.* Attached as Exhibit A-4, the Parties have set forth their mutual plan to address technical planning and ongoing operational matters (the “Shared Operating Plan”). The Shared Operating Plan reflects, among other things:

(i) Technical discussions between the Parties as may be required to coordinate the transition of the Parties’ existing operations from their current channels to the Shared Channel (*e.g.*, proposed employee responsibility and technical considerations);

(ii) The allocation of costs between the Parties of any equipment or other capital expenditures necessary to initiate channel sharing in accordance with this Agreement;

(iii) A mechanism to address the allocation of spectrum in the future beyond the Baseline Spectrum Allocation, including the Parties’ mutual understandings with respect to implementation of ATSC 3.0;

(iv) Appropriate pre-commencement testing for shared operations; and

(v) Delivery of any notices to third parties (including consumers) that may be necessary or reasonably desirable.

(b) *Review of Shared Operating Plan.* The Parties shall meet and confer in good faith periodically to review and revise the Shared Operating Plan in accordance with Section 1.9(c).

1.5 Maintenance of Transmission Facilities.

(a) *Access.* Venture shall have the unrestrained right to access the Shared Transmission Facilities at any time to ensure ongoing broadcast operations in the ordinary course consistent with past practices of Scripps and good engineering practices customary in the television industry (collectively, “good engineering practices”), *provided* that both Parties shall refrain from taking any action that reasonably could be expected to disrupt or impair use of the Shared Transmission Facilities by the other Party and, where reasonably feasible, Venture shall provide Scripps with advance notice of its intent to access the Shared Transmission Facilities and shall seek to conduct operations at the Shared Transmission Facilities during regular business hours. Venture also shall have access to, but not control over, such other facilities of Scripps as may be reasonably necessary to ensure Venture’s ongoing broadcast operation on the Shared Channel in the ordinary course consistent with good engineering practices and in accordance with applicable FCC Rules.

(b) *Operations.* Venture and Scripps shall:

(i) not permit to exist any lien, claim or encumbrance on the Shared Transmission Facilities, except with respect to the extent of such Party’s interest, if any, in the Shared Transmission Facilities resulting from Shared Capital Expenditures, provided that this prohibition shall not apply with respect to (1) property or any property interest owned or acquired by a Party that is automatically subject to a blanket lien as part of such Party’s credit facilities; or (2) transmission equipment owned separately by such Party that is not part of the Shared Transmission Facilities;

(ii) not interfere with the business and operation of the other’s television Station or the other’s use of the Shared Transmission Facilities;

(iii) use the Shared Transmission Facilities only for the operation of its television Station in the ordinary course of business and for no other purpose;

(iv) maintain, at each Party’s own expense, sufficient insurance with respect to its use of the Shared Transmission Facilities and operations from the Shared Channel’s transmitter site (the “Transmitter Site”) as well as its indemnification obligations herein and shall name the other Party as an additional insured under such policies; and

(v) not remove, alter, relocate, or fail to maintain any item of equipment or other asset under its control and located at the Transmission Site, whether or not designated as part of the Shared Transmission Facilities, if such removal, alteration, relocation, or failure to maintain reasonably could be expected to hinder or adversely affect the use of the Shared Transmission Facilities by the other Party.

(c) *Maintenance and Repairs.* Scripps shall be obligated to maintain the Shared Transmission Facilities and use commercially reasonable efforts to ensure that the equipment designated as part of the Shared Transmission Facilities operates consistent with past practice and, in all events, within the technical parameters set forth on the Stations’ FCC licenses, with any out-of-pocket costs and expenses incurred in connection with such obligation being allocated equally between the Parties, with the understanding that, for convenience, Scripps shall perform, or cause to be performed, any required maintenance and repairs to the extent reasonably feasible and shall invoice Venture for prompt reimbursement of its share of such costs, provided that Venture will not be charged for labor performed by employees of Scripps in the normal course of their employment, and provided further that, absent an emergency situation, Scripps shall not incur any expense exceeding \$500 in connection with a particular act or set of related acts of maintenance or repair, without the prior written consent of Venture, which shall not be unreasonably withheld, conditioned, or delayed. In the event of planned repairs to the Shared Transmission Facilities, Scripps shall coordinate such repairs (and any related downtime) with Venture, including by providing advance notice of such repairs, to the extent reasonably practicable.

(d) *Technical Failures.* In the event that the Shared Transmission Facilities suffer an unexpected failure, such that Venture must temporarily cease broadcasting or operate at reduced power levels, Scripps shall promptly notify Venture and use commercially reasonable efforts, consistent with good engineering practices, to repair the Shared Transmission Facilities to return Venture, as quickly as practicable, to operations at its full authorized power.

(e) *Venture Maintenance and Repair Rights.* Without limiting its general access and self-help rights set forth in Section 1.5(a), in the event of a material breach by Scripps of its obligations in respect of the Shared Transmission Facilities, and failure to cure upon reasonable notice thereof by Venture, Venture shall have the right to undertake itself any necessary maintenance or repairs, subject to reimbursement of 50% of its reasonable and customary, documented out-of-pocket expenses by Scripps; *provided* that such maintenance or repair shall be undertaken by appropriately experienced individuals and in a manner consistent with good engineering practices and shall not unreasonably impair Scripps' ability to continue broadcasting from the Shared Transmission Facilities.

(f) *Alteration to Shared Transmission Facilities.*

(i) In accordance with Section 1.9, the Parties shall discuss on an ongoing basis appropriate future Shared Capital Expenditures that may be reasonably necessary or desirable to improve, upgrade or otherwise alter the Shared Transmission Facilities or any portion thereof.

(ii) If both Parties agree to make an investment to upgrade or replace the Shared Transmission Facilities, the purchase and installation costs shall be deemed Shared Capital Expenditures for purposes of cost-sharing (unless otherwise agreed by the Parties at such time), and the Parties shall reasonably cooperate as needed to permit the prompt installation of any necessary equipment.

(iii) In the event one Party wishes to make an expenditure to upgrade or replace the Shared Transmission Facilities, and the other Party does not wish to participate, the Party proposing the expenditure 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 the other Party will cooperate to the extent reasonably necessary to ensure that such upgrade or replacement is accomplished, *provided* that (A) such equipment does not (1) interfere with the Shared Transmission Facilities or other operations of the other Party or (2) materially degrade the signal of the other Party, (B) the ongoing maintenance and repair of such equipment does not place an undue or disproportionate burden on the other Party, (C) the Party making the expenditure shall be responsible for the installation and maintenance of such equipment, which shall be undertaken in accordance with good engineering practices, and (D) such expenditure and the corresponding installation and maintenance costs shall not be deemed to be Shared Capital Expenditures.

(iv) For the avoidance of doubt, any alteration of the Shared Transmission Facilities that could materially reduce or change the coverage areas of the Venture's Station or Scripps' Station (such as by a reduction in either Station's authorized power or the use of a broadcast antenna with a different pattern) shall require the prior written consent of both Venture and Scripps.

(g) *Exclusive Equipment.* Each of Venture and Scripps shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site in accordance with good engineering practices. Title to all such equipment solely owned by Venture or Scripps shall remain with such Party, and the other Party shall not move, repair, damage or interfere with any such equipment without the prior written consent of the other Party.

(h) *Hazardous Materials.* Each of Venture and Scripps shall: (i) comply with all environmental laws applicable to its operations from the Shared Transmission Facilities; (ii) not cause or permit the release of any hazardous materials on, to or from the Shared Transmission Facilities in violation of any

applicable environmental laws; (iii) not take any action that would subject the Shared Transmission Facilities to permit requirements for storage, treatment or disposal of hazardous materials; and (iv) not dispose of hazardous materials on the Shared Transmission Facilities except in compliance with applicable law.

(i) *Contractors.* All contractors and subcontractors of each of Venture and Scripps who perform any service for Venture or Scripps with respect to the Shared Transmission Facilities 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 where the Shared Transmission Facilities are located.

1.6 Interference. Each of Venture and Scripps shall use commercially reasonable efforts to avoid interference with the other Party's 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 with respect to the Shared Transmission Facilities 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 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 within two business days.

1.7 Regulatory Obligations.

(a) *Individual Regulatory Obligations.* Each Party shall use commercially reasonable efforts to ensure ongoing operations of Venture and Scripps, as applicable, consistent with good engineering practices and in a manner compliant with the FCC Rules.

Such commercially reasonable efforts shall include, at minimum, prompt notice to the other Party of material communications to and from the FCC that may relate to a Station's operations and frequent coordination to minimize any necessary disruptions to operations that may affect both Stations. Each Party shall be responsible for compliance with provisions of the FCC Rules pertaining to joint operations and their respective programming, personnel, finances and regulatory reporting obligations.

(b) *FCC Conditions.* If the FCC imposes a condition on the approval of 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 "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. Should the Parties not be able to agree on modifications necessary to comply with such Regulatory Condition, then, upon written notice, either Party may elect to submit the matter to binding arbitration pursuant to Section 5.3, such that arbitrators shall determine what modifications shall be necessary to comply with the Regulatory Condition and to maintain, to the greatest extent possible the positions of the Parties under this Agreement.

1.8 Operating Expenses.

(a) *Shared Costs.* In reimbursement for the shared ongoing operating expenses incurred by Scripps under this Agreement, Venture shall pay to Scripps a reimbursement amount equal to one-half of the total operating expenses incurred by Scripps to maintain the Shared Transmission Facilities. By way of illustration, Exhibit A-5 attached hereto identifies the categories of shared ongoing operating expenses subject to reimbursement pursuant to this Section 1.8, with the understanding that Venture or Scripps may from time to time update Exhibit A-5 to reflect new shared operations, changes in technology or other changed

circumstances, consistent with good engineering practices. Scripps shall invoice Venture on a quarterly basis for such expenses and Venture agrees to pay such amounts within thirty (30) days of receiving such invoice.

(b) *Sole Costs.* Each of Venture and Scripps shall be solely responsible for (i) its insurance costs for the Shared Transmission Facilities, (ii) costs for any necessary microwave link between its Station's studio site and the Transmitter Site, (iii) all expenses related to any equipment solely owned by it and located at the Transmitter Site, (iv) its indemnification obligations herein and (v) all of its expenses not related to the Shared Transmission Facilities.

1.9 Review and Consultation Regarding Operational Matters.

(a) *Identification of Principal Liaisons.* In order to address ongoing operational, technical or engineering issues that may arise in the course of channel sharing (including spectrum allocation, and improvements to the Shared Transmission Facilities), 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*").

(b) *Meeting Times.* The Principal Liaisons shall meet at such times or at such intervals as the Parties may designate (but no less frequently than once every year), or upon the request of either Party upon appropriate prior notice.

(c) *Scope and Purpose of Review.* The Principal Liaisons shall review any issues regarding the Shared Operating Plan, the Shared Transmission Facilities, and the technical parameters of the Baseline Spectrum Allocation (including performance under such Baseline Spectrum Allocation), in view of technological, logistical, marketplace or regulatory changes and to otherwise facilitate cooperation with respect to channel sharing.

1.10 Allocation of Bandwidth and Minimum Usage Rights.

(a) Venture and Scripps shall share the 6 MHz channel of the Shared Channel, which, as of the Effective Date under the current ATSC system, carries a net bit rate of 19.39 Megabits per second ("Mb/s") of usable data (the "Bandwidth"), in accordance with the Channel Sharing Rules and the terms of this Agreement. Notwithstanding any provision herein to the contrary, Venture and Scripps shall each retain spectrum usage rights on the Shared Channel adequate to ensure a sufficient amount of the Bandwidth for each to allow it to provide at least one Standard Definition (480i) ("SD") program stream at all times.

(b) In accordance with Schedule 1.10(b), each of Venture and Scripps shall have the right to control fifty percent (50%) of the bandwidth on the Shared channel at all times.

(c) Each Party shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with this Section 1.10. Each of Venture and Scripps shall make all records of such encoding available to the other upon written request during normal business hours.

(d) In the event that a new standard of modulation is implemented by Venture and Scripps for the Shared Channel in accordance with this Agreement, Venture and Scripps shall cooperate to share the Bandwidth consistent with this Agreement.

1.11 Services.

(a) Notwithstanding anything to the contrary in this Agreement, Scripps shall provide all services and equipment that are not Shared Transmission Facilities but that are reasonably necessary to effectuate the purposes of this Agreement to allow Venture to broadcast its Station over the Shared Transmission

Facilities on the Shared Channel, including, but not limited to, encoders, back-up power generators, and similar equipment, as set forth in Exhibit A- 2 (“Scripps Services and Facilities”).

(b) In connection with the Shared Transmission Facilities and by separate agreement, Venture and Scripps may elect to share certain other personnel, equipment, facilities, or services (e.g., master control) to facilitate operations with the Shared Channel; provided, however, that such sharing shall be in compliance with applicable FCC Rules concerning sharing arrangements and shall not effect a *de jure* or *de facto* change in control of either Station. In the event Venture makes a reasonable request to use certain office space or facilities of Scripps (that are not included in the Shared Transmission Facilities) without charge to facilitate Venture’s use of the Shared Channel or the Shared Transmission Facilities, Scripps shall not unreasonably deny such request.

1.12 Legal and Regulatory Compliance.

(a) Each Party represents and warrants to the other that it has obtained, and will maintain, all FCC and any other governmental licenses, approvals and authorizations necessary for operation of its Station on the Shared Channel to the extent applicable to 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, which shall not be unreasonably withheld, conditioned, or delayed.

(b) Each Party shall comply with the Channel Sharing Rules, the FCC Rules, and all other applicable federal, state, and local laws that are applicable to this Agreement with respect to its ownership and operation of its Station and its use of the Shared Channel and the Shared Transmission Facilities.

(c) Venture shall be solely responsible for all content it transmits on the Shared Channel, and Scripps shall be solely responsible for all content it transmits on the Shared Channel.

(d) Venture shall control, supervise and direct the day-to-day operation of Venture’s Station (including Venture’s employees, programming and finances), and Scripps shall control, supervise and direct the day-to-day operation of Scripps’ Station (including Scripps’ employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities.

(e) Neither Party shall hold itself out as the licensee of the other Party’s Station, and nothing in this Agreement shall give either Party an ownership interest in the other Party’s Station.

(f) Each Party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its Station, and each of Venture and Scripps shall be responsible for fifty percent (50%) of any joint fees, if any, assessed by the FCC on the Shared Channel.

1.13 Technical Infeasibility. The Parties acknowledge that the implementation of this Agreement may not be technically feasible. In the event that the Parties determine that implementation is technically infeasible, the Parties shall submit the Agreement to binding arbitration pursuant to Section 5.3, and the arbitrator(s) shall determine what modifications shall be necessary to render the Agreement technically feasible while maintaining, to the greatest extent possible, the positions of the Parties under this Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Each Party represents, warrants, and covenants to the other that:

2.1 Good Standing . Such Party is duly organized, validly existing, and in good standing under the laws of the state of its incorporation and is qualified to do business in the state in which the Shared Channel and Shared Transition Facilities are located.

2.2 Third Party Consents. Such Party has obtained any and all consents from third-parties necessary to effectuate this Agreement, including, but not limited to, all necessary consents from such Party's programming suppliers.

2.3 Right, Power and Authority. Such Party has taken all requisite corporate action to duly authorize and approve the execution, delivery, and performance of this Agreement and the documents contemplated hereby. It has duly executed and delivered this Agreement, and this Agreement is the legal, valid, and binding obligation of it enforceable against such Party in accordance with its terms, except as enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally and the application of general principles of equity (regardless of whether that enforceability is considered in a proceeding at law or in equity).

2.4 No Litigation or Violation of Law. There is no litigation at law or in equity, no arbitration proceeding, and no proceeding before or by any federal, state, local or foreign government, legislature, governmental or administrative agency or commission, any self-regulatory association or authority, any court or other tribunal of competent jurisdiction, or any other governmental authority or instrumentality, pending or, to its knowledge, threatened, which would reasonably be expected to materially and adversely affect its ability to perform its obligations pursuant to the terms of this Agreement.

2.5 FCC Qualifications. Such Party is qualified to be an FCC licensee of the Shared Channel under the Channel Sharing Rules and any other applicable FCC Rules, including the FCC's media ownership rules, to the extent such qualifications are relevant to a Party's participation in this Agreement.

ARTICLE 3 INDEMNIFICATION

3.1 General Indemnification. Each Party shall indemnify, defend and hold the other and its Affiliates, any officer, director, owner, member, representative, employee or agent thereof and their permitted successors and assigns harmless from and against any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, obligations, liabilities, recoveries, deficiencies, and expenses (including interest, penalties and reasonable attorneys' fees and expenses) of every kind and description ("Damages") relating to, resulting from or arising out of: (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; (iii) its use of the Shared Transmission Facilities; or (iv) its use of the Shared Channel.

3.2 Programming Indemnification. Without limiting the terms of Section 3.1, but subject to Section 6.9, each Party shall indemnify, defend and hold the other and its Affiliates, any officer, director, owner, member, representative, employee or agent thereof and their permitted successors and assigns harmless from and against any and all Damages relating to, resulting from or arising out of the programming, advertising, or other content broadcast on its 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.

3.3 Indemnification Procedure. For purposes of administering the indemnification provisions set forth in this Article 3, the following procedure shall apply:

(a) Whenever a demand, suit, claim or assertion of liability shall arise under this Article 3 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") shall promptly after becoming aware of such a Claim, give written notice to the Party from whom indemnification is sought (the "Indemnifying Party") setting forth in reasonable detail, to the extent then available, the facts concerning the nature of such Claim and the basis upon which the Indemnified Party believes that it is entitled to indemnification hereunder, *provided* that the Indemnified Party's failure to promptly notify the Indemnifying Party shall not preclude it

from seeking indemnification hereunder unless such failure has materially prejudiced the Indemnifying Party's ability to defend such Claim.

(b) In the event of any Claim hereunder resulting from or in connection with any Claim brought by a third party, the Indemnifying Party shall be entitled, at its sole expense, either:

(i) to participate therein, or

(ii) to assume the entire defense thereof with counsel who is selected by it and who is reasonably satisfactory to the Indemnified Party, provided that no settlement shall be made without the prior written consent of the Indemnified Party which shall not be unreasonably withheld (except that no such consent shall be required if the claimant is entitled under the settlement to only monetary damages to be paid solely by the Indemnifying Party and the settlement involves the full and unconditional release from all liability of the Indemnified Party).

(A) After notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of such Claim, the Indemnifying Party shall not be liable to the Indemnified Party under this Article 3 for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation or of assistance as contemplated by this Section 3.3. If, however, (1) the Claim would, if successful, result in the imposition of damages for which the Indemnifying Party would not be solely responsible hereunder, or (2) representation of both Parties by the same counsel would otherwise be inappropriate due to actual or potential conflicts of interest between them, then the Indemnifying Party shall not be entitled to assume the entire defense and each Party shall be entitled to retain counsel (to the extent of clause (1) of this sentence, at its own expense, but otherwise, at the Indemnifying Party's expense) who shall cooperate with one another in defending against such Claim.

(c) If the Indemnifying Party does not choose to defend against a Claim by a third party, the Indemnified Party may defend against such Claim in such manner as it deems appropriate; provided that, no settlement shall be made without the prior written consent of the Indemnifying Party which shall not be unreasonably withheld. The Indemnified Party shall be entitled to periodic reimbursement of expenses incurred in connection therewith and prompt indemnification from the Indemnifying Party, including reasonable attorneys' fees, in accordance with this Article 3.

(d) Subject to Section 3.3(b)(ii)(A) above, the Indemnifying Party will not, without the Indemnified Party's written consent, settle or compromise any Claim or consent to any entry of judgment which does not include, as an unconditional term thereof, the giving by the claimant to the Indemnified Party of a full release from all liability with respect to such Claim.

(e) In any event, the Indemnifying Party and the Indemnified Party shall cooperate in the defense of any Claim subject to this Section 3.3, and the records of each shall be available to the other, subject to reasonable confidentiality protections, with respect to such defense (except to the extent counsel of a Party advises non-disclosure is reasonably necessary to preserve the attorney-client privilege or similar doctrine, including the work-product doctrine). The Indemnified Party and the Indemnifying Party shall each render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such Claim.

3.4 Survival. The Parties' obligations under this Article 3 shall survive any termination or expiration of this Agreement.

ARTICLE 4 TERMINATION AND REMEDIES

4.1 Termination. This Agreement may be terminated as follows:

- (a) in accordance with Section 1.7(b), or Section 1.13;
- (b) by mutual written agreement of Venture and Scripps;
- (c) upon the voluntary or involuntary revocation, relinquishment, or cancellation of a Party's FCC authorization to operate its Station on the Shared Channel through a final, non-appealable order of the FCC (a "License Relinquishment").

4.2 Effect of Termination / Survival.

(a) Except as expressly stated herein, upon termination of this Agreement the Parties shall have no further obligations under this Agreement to each other; *provided, however*, that termination of this Agreement shall not relieve any Party of any liability under this Agreement that occurred prior to the date of termination.

(b) In the event of termination of this Agreement due to a License Relinquishment in accordance with Section 4.1(c):

(i) The Party that continues to have an FCC authorization to operate its Station on the Shared Channel may at its option (A) find a new party with whom to share the Shared Channel, or (B) to the full extent permitted by the FCC, reclaim or otherwise assume all spectrum usage rights to the Shared Channel by causing such reversion or other transfer of all spectrum usage rights in the Shared Channel in accordance with applicable FCC procedures; and

(ii) The Party that was subject to a License Relinquishment shall forfeit all rights to manage, operate, and/or control the Shared Transmission Facilities, the Shared Transmission Facilities may be transferred to the other Party upon mutual agreement by both Parties, and the Party that was subject to the License Relinquishment shall provide the other Party with use and access to any facilities that are reasonably necessary to permit the other Party's continued use of the Shared Transmission Facilities for its Station, in each case as provided in the Shared Operating Plan. For avoidance of doubt, the Party that has been subject to a License Relinquishment retains its ownership interest in the Shared Transmission Facilities and the other Party may acquire such ownership interest only on mutually agreeable terms. Any dispute regarding transfer of a Party's interest in the Shared Transmission Facilities pursuant to this section shall be subject to the dispute resolution procedures of Article 5.

(c) Provisions of this Agreement which by their nature should survive any termination of this Agreement, including Article 3 (Indemnification), this Article 4, Section 6.1 (Confidentiality), and all payment obligations, shall survive termination of this Agreement.

4.3 Events of Default. The occurrence of any of the following shall be an "Event of Default":

(a) a breach or default of this Agreement in any material respect by a Party which is not cured within sixty (60) calendar days, if capable of being cured, or ten (10) business days after a monetary default, after written notice of such breach or default, or, if not capable of being cured within such sixty-day period, the breaching party fails to continue to diligently pursue a cure or, after diligently pursuing a cure, fails to cure such breach or default within ninety (90) calendar days. Any Event of Default that results in a fundamental and material impairment of either Party's ability to continue broadcasting using the Shared Transmission Facilities as contemplated by this Agreement is a "Material Default";

(b) the revocation, relinquishment, or cancellation of a Party's FCC authorization to operate its Station on the Shared Channel through a final, non-appealable order of the FCC; or

(c) if and to the extent permitted by law, the institution by a Party or against a Party of insolvency, receivership, or bankruptcy proceedings (and if, in the case of proceeding initiated against a Party, such proceeding is not dismissed within sixty (60) days), or a Party making any general assignment for the benefit of creditors, or a Party's dissolution or ceasing to do business.

4.4 Nonexclusive Remedies.

(a) Upon any Event of Default by one Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, if applicable (i) undertake any performance to cure an Event of Default by the Defaulting Party; and (ii) assert any applicable Claims for indemnification in accordance with Article 3.

(b) The Parties hereto acknowledge and agree that the Non-Defaulting Party hereto would be irreparably damaged upon an Event of Default and that any Event of Default may not be adequately compensated by termination of this Agreement and monetary damages alone and that the Parties hereto would not have any adequate remedy at law, and accordingly, the Non-Defaulting Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and be entitled to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement without posting any bond or other undertaking.

(c) Upon any Material Default, at the Non-Defaulting Party's election and upon providing written notice, the Defaulting Party's rights to use, manage, operate, and/or control the Shared Transmission Facilities shall be suspended.

(d) The Non-Defaulting Party's rights and remedies hereunder are not exclusive of any other rights and remedies which it may have under this Agreement, at law or in equity, which shall be deemed to be cumulative, and the Non-Defaulting Party may exercise any such right or remedy at any one or more times without impairing its standing to subsequently exercise any other right or remedy.

4.5 No Waiver. Failure by the Non-Defaulting Party to give any notice of an Event of Default as specified herein, or any failure to insist upon strict performance of any of the terms of this Agreement, shall not constitute a waiver of any such breach or any of the terms of this Agreement. No breach shall be waived and no duty to be performed shall be altered or modified except by written instrument. A waiver of any default by the Non-Defaulting Party is not a consent or waiver to or of any other breach or default in the performance by the Defaulting Party of any other obligations of the Defaulting Party hereunder. One or more waivers or failures to give notice of default shall not be considered as a waiver of a subsequent or continuing breach of the same covenant.

4.6 Termination and Survival. Except as expressly set forth herein, the termination of this Agreement shall not relieve any Party of any liability for a breach or default under this Agreement that occurred prior to the date of termination. Notwithstanding anything contained herein to the contrary, provisions which by their nature should survive any termination of this Agreement, including Article 3 (Indemnification), this Article 4 (including Article 4 as provided in Section 4.3(b)), and Section 6.1 and 6.10 of Article 6, and all payment obligations, shall survive termination of this Agreement.

4.7 Liability Limitation. In no event shall either Party have any liability to the other Party, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, even if such Party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

ARTICLE 5 DISPUTE RESOLUTION

If a claim, dispute, disagreement, or other matter in question exists between the Parties arising out of, or relating to, this Agreement or the performance thereof (a “Dispute”), including a disagreement over any matter that requires the mutual approval of the Parties in connection with their sharing and the operation of the Shared Channel and Shared Transmission Facilities, the following dispute resolution mechanisms shall apply:

5.1 Good Faith Negotiation. Initially, the Parties shall work together in good faith for a period of thirty (30) days to attempt to resolve a Dispute. In connection therewith, either Party may require the other Party to submit the reasons for its position in writing.

5.2 Mediation. If a Dispute cannot be settled by good faith negotiation between the Parties during the period specified in Section 5.1, and if the continued failure to settle such Dispute is likely to have a material adverse impact on the sharing and operation of the Shared Channel and Shared Transmission Facilities as contemplated by this Agreement, the Parties shall submit the Dispute to non-binding mediation as follows:

(a) For any Dispute involving the maintenance of the Shared Transmission Facilities in accordance with good engineering practices customary in the television industry, the Parties shall designate as a mediator a consulting engineer acceptable to each Party to review the issue and recommend a resolution. If the Parties cannot agree upon such a mediator, then each Party shall designate a consulting engineer and the two consulting engineers shall designate a third consulting engineer.

(b) For any Dispute involving an expense calculation, the Parties shall designate as a mediator an accountant or other expert acceptable to each Party that neither Party has engaged previously to review the issue and recommend a resolution. If the Parties cannot agree upon such a mediator, then each Party shall designate an accountant or other expert and the two accountants/experts shall designate a third accountant/expert who has not previously performed work for either Party as mediator.

(c) For any other Dispute, either Party may elect to submit the Dispute to mediation under the Commercial Mediation Rules of the American Arbitration Association. If any Party so elects, the other Party shall submit to mediation. The mediator shall not have authority to impose a settlement upon the Parties, but will attempt to help them reach a satisfactory resolution of the disagreement.

(d) In any case, if the Dispute is not resolved to the satisfaction of the Parties within sixty (60) days after the appointment of a mediator, then any Party shall be entitled to immediately terminate such mediation.

5.3 Arbitration. If a Dispute cannot be settled in accordance with Sections 5.1 or 5.2, the Dispute shall be submitted to, and determined by, arbitration. Such arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining (the “AAA Rules”), insofar as such AAA Rules are not inconsistent with the provisions expressly set forth in this Agreement, unless the Parties mutually agree otherwise, and pursuant to the following procedures:

(a) Notice of the demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association.

(b) Each Party shall appoint an arbitrator, and those Party-appointed arbitrators shall appoint a third neutral arbitrator within ten (10) days. If the Party-appointed arbitrators fail to appoint a third, neutral arbitrator within ten (10) days, such third, neutral arbitrator shall be appointed by the American Arbitration Association in accordance with the AAA Rules.

(c) A determination by a majority of the panel shall be binding.

(d) Reasonable discovery shall be allowed in arbitration.

(e) All proceedings before the arbitrators shall be held in the City of Los Angeles, California. The governing law shall be as specified in Section 6.10.

(f) The costs and fees of the arbitration, including attorneys' fees, shall be allocated by the arbitrators.

(g) The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

5.4 Injunctive Relief. Notwithstanding the foregoing, nothing in this Article 5 shall preclude either Party from applying to a court of competent jurisdiction in accordance with Section 6.10 for such equitable relief, including injunctive relief and specific performance as provided in Section 4.4(b), as is necessary to preserve and enforce their rights under this Agreement.

ARTICLE 6 MISCELLANEOUS

6.1 Confidentiality

Subject to the requirements of applicable law, all non-public information in this Agreement and all non-public information regarding Venture and Scripps 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 (except a Party's officers, directors, employees, attorneys, or accountants). This Section shall survive any termination or expiration of this Agreement.

6.2 Compliance with Laws. The Parties intend that this Agreement and the performance of the obligations hereunder shall in all respects comply with the FCC Rules and other applicable laws. In the event that the FCC or any other governmental or judicial authority specifically determines that this Agreement does not comply with the FCC Rules, or any other laws, the Parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the Parties with a valid and enforceable agreement that conforms to the FCC Rules and other law, and preserves to the extent practicable in all material respects the Parties' rights, benefits and obligations under this Agreement.

6.3 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 fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action (except with respect to bankruptcy or insolvency proceedings), failure of facilities or act of God.

6.4 No Partnership. Neither the sharing of the Shared Channel nor the shared operation of the Shared Transmission Facilities shall constitute a profit-sharing arrangement, partnership, or joint venture between the Parties. Neither Party shall be deemed to be an agent or employee of the other Party, and neither Party has authority to bind the other Party except solely to the extent expressly provided for herein. The Parties expressly disavow any intention for this Agreement or the relationship established hereby to create or constitute a partnership or any other type of legal entity for Federal income tax purposes or for any other purpose. The Parties agree not to file a partnership or corporate tax return, conduct business under a common name, execute an agreement identifying any or all of the Parties as partners, shareholders, or members of a business entity, or otherwise hold themselves out as partners, shareholders, or members of a business entity.

6.5 Costs and Expenses. Except as otherwise specifically provided herein, Venture on the one hand, and Scripps on the other, will each pay its own costs and expenses (including attorneys' fees, fees of advisors, accountants' fees, and other professional fees and expenses) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

6.6 Rules of Interpretation. The following rules of interpretation shall apply to this Agreement:

- (a) the defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined;
- (b) the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," and any list or series following any such term(s) is not exhaustive and (ii) not meant to be limited to elements or items of the same or similar kind;
- (c) all references herein to Articles, Sections, and Exhibits shall be deemed references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require;
- (d) all references to "herein," "hereof," "hereunder," and words of similar import shall refer to this Agreement as a whole rather than specific sections hereof unless the context shall otherwise require;
- (e) the word "or" is not exclusive;
- (f) references to any document, instrument, or agreement (i) shall include all exhibits, schedules, and other attachments thereto, which shall be deemed incorporated by reference in such document, instrument, or agreement, (ii) shall include all documents, instruments, or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument, or agreement, or replacement thereof, as amended, modified, and supplemented from time to time and in effect at any given time, and
- (g) this Agreement is the result of arm's-length negotiations among, and has been reviewed by, each Party hereto and its respective counsel. Accordingly, this Agreement shall be deemed to be the product of the Parties thereto, and no ambiguity shall be construed in favor of or against any Party.

6.7 Entire Understanding. This Agreement, including the Exhibits hereto, contains the entire understanding among the Parties hereto with respect to the transactions contemplated herein and therein, and supersedes all negotiations, representations, warranties, commitments, offers, letters of intent, contracts, agreements, understandings, and writings not set forth herein or therein. No waiver and no modification or amendment of any provision of this Agreement shall be effective, unless specifically made in writing and duly signed by all Parties hereto. The failure of any Party at any time or times to require performance of any provision of this Agreement shall not affect the exercise of a Party's rights at a later date.

6.8 Headings. The Article and Section headings contained herein are for convenience and for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

6.9 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and permitted assigns, other than any person or entity entitled to indemnity under Article 3.

6.10 Applicable Law. This Agreement and the negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or related to this Agreement, whether arising in law or in equity, shall be governed by and construed under and in accordance with the laws of the jurisdiction of California (excluding the choice-of-law provisions thereof),

subject to all applicable rules, regulations, and orders, including, without limitation, provisions of the Communications Act of 1934, as amended, and regulations of the FCC.

6.11 Severability. If any court or other governmental authority holds any provision in 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; if the deletion of the invalid, illegal or unenforceable provision would deprive either Party of the benefits of this Agreement in any material respect, the offending provision or other provisions will be modified so as to maintain the essential benefits of the bargain between the Parties hereto to the maximum extent possible, consistent with applicable law and the rules of the FCC.

6.12 Assignment.

(a) This Agreement has been entered into by the Parties in reliance upon and in consideration of the character, reputation, skill, business acumen, and financial capacity of each Party. Accordingly, neither Party may assign or transfer, by operation of law or otherwise, or Sell its interest in, this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party hereto, which, except as provided below, shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding the foregoing, either Party (the "Assignor") may assign this Agreement, without the consent of the other Party to an FCC-approved assignee or transferee of the FCC license for Assignor's Station (the "Assignee") where the Assignee is an Affiliate in connection with a "pro forma" transfer or assignment pursuant to 47 C.F.R. § 73.3540(f) (or any successor thereto); provided, however, that the Assignor shall (I) provide prior written notice to the other Party of such assignment and (II) cause the Assignee to execute and deliver to the other Party an instrument in form and substance reasonably acceptable to the other Party pursuant to which the Assignee shall assume and accept all of the Assignor's obligations and agreement hereunder. "Affiliate" for the purposes of this Agreement shall mean an entity that controls, or is controlled by, or is under common control with a Party,

(b) Any attempted assignment in violation of this Section 6.12 shall be null and void. In the event of any assignment or other transfer permitted by this Section 6.12, an instrument of assignment in form and substance reasonably acceptable to the non-assigning party shall be executed by the assignee and shall expressly state that the assignee assumes all of the applicable obligations and liabilities of the assignor contained herein. Upon any assignment or other transfer permitted by this Section 6.12, the assignor shall thereafter be relieved of any obligations or liabilities arising after the effective date of such assignment or transfer. The terms of this Agreement shall bind and inure to the benefit of the Parties' respective successors and any permitted assigns.

6.13 Further Assurances. Venture and Scripps each shall:

(a) comply in all material respects with all applicable laws and governmental regulations, including, but not limited to, the rules and regulations of the FCC, and not knowingly take any action that reasonably would be likely to have a material adverse effect on the lawfulness or enforceability of this Agreement;

(b) not knowingly or intentionally take any action not contemplated hereunder that reasonably would be likely to have a material adverse effect on the Parties' ability to channel share pursuant to this Agreement; and

(c) cooperate with each other and take such further reasonable action as the other reasonably may request in order to effectuate fully the purposes, terms and conditions of this Agreement.

6.14 Notices.

(a) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be delivered in person or sent by overnight private commercial delivery service, by certified or registered United States mail, postage prepaid, or by confirmed facsimile transmission and addressed as follows:

To Scripps:

Scripps Broadcasting Holdings LLC
312 Walnut Street, 28th Floor
Cincinnati, Ohio 45202
Attention: Senior Vice President and General Counsel
Facsimile: 513-977-3042

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

BakerHostetler
1050 Connecticut Ave., N.W.
Washington, D.C. 20036
Attention: Ken Howard
Facsimile: 202-861-1783

To Venture:

Venture Technologies Group, LLC
Attn: Lawrence Rogow
5670 Wilshire Boulevard
Suite 1620
Los Angeles, CA 90036
Facsimile: 323-965-5411

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

Joan Stewart, Esq.
Wiley Rein
1776 K Street, N.W.
Washington, D.C. 20006
Facsimile: 202-719-7049

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 6.14, shall be effective upon such delivery.

(b) Either Party may from time to time change its address for the purpose of giving of notices to that Party, by giving to the other Party a notice specifying a new address in compliance with the provisions of this Section 6.14.

6.15 Counterparts. This Agreement may be executed in counterparts each of which shall be deemed to be an original, but both of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including email in PDF or other image form, and shall become binding upon receipt.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Channel Sharing Agreement on the date and year first written above.

Scripps Broadcasting Holdings, LLC

By: _____

Name: David M. Gibbs

Title: VP, Deputy GC

Venture Technologies Group, LLC

By: _____

Name: Lawrence Rodan

Title: Chairman

EXHIBIT A-1

Shared Transmission Facilities

1. TOWER STRUCTURE

Company
Year erected-
Inspected-

2. ANTENNA

Make –
Model -
ID number –

3. TRANSMISSION LINE

Make-
Model –
Section length –
Year Installed –

4. TRANSMITTER

Make –
Model –
Year Installed –

5. TRANSMITTER EXCITER

Make-
Model-
Year Installed-

6. CHANNEL MASK FILTER

Make-
Model-
Year Installed-

EXHIBIT A-2

Scripps Services and Facilities

1 TRANSMITTER BUILDING

1.1 Electrical Power

Electrical services to be provided for ALL equipment at required voltages and currents. Surge protection and UPS power filtering included (transmitter TBD). Full power backup generator shall be included and fully load tested annually

1.2 HVAC

Shall be provided to provide adequate cooled and clean air and operated as needed on emergency power

1.3 Fire Detection and Suppression

2 SIGNAL DELIVERY

2.1 Provision of rack space, electrical systems (UPS) for Venture technical equipment used for delivery of HD and SD OTA signals to the Scripps Station.

2.2 At time of [Encoder and Stat mux purchase] signal delivery plan will be determined.

2.3 Management and monitoring of encoding and statistical multiplexing gear. Bit rate allocation Report generation if needed.

3 SITE SECURITY

Provisions shall be made to restrict access to the facility, including alarm system with remote monitoring.

4 SHARED FACILITIES ACCESS

Scripps will provide Venture with unrestrained access to the Shared Transmission Path at any time to ensure ongoing broadcast operations in the ordinary course consistent with past practices of Scripps Station and good engineering practices customary in the television industry.

5 TOWER MAINTENANCE AND INSPECTIONS

5.1 Tower Structural review

5.2 Such inspections shall be copied to both Venture and Scripps

6 MAINTENANCE SERVICES

6.1 Each of Venture and Scripps shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Shared Transmission Path.

6.2 Scripps shall maintain the Shared Transmission Path and use commercially reasonable efforts to ensure that such equipment operates consistent with past practice and, in all events, within the technical parameters set forth on the Stations' FCC licenses.

6.3 Scripps shall perform, or cause to be performed, any required maintenance and repairs to the extent reasonably feasible and shall invoice Venture for prompt reimbursement of its share of such costs, provided that Venture will not be charged for labor performed by employees of Scripps in the normal course of their employment.

6.4 In the event of planned repairs to the Shared Transmission Path, Scripps shall coordinate such repairs (and any related downtime) with Venture, including by providing advance notice of such repairs, to the extent reasonably practicable.

7 FCC COMPLIANCE

7.1 Remote oversight of transmitter controls

7.2 Oversight on transmitter readings and Antenna light documentation.

7.3 Expedited reporting and documentation of operating parameters to Venture/Scripps Stations on variances per Licensed transmitted output.

7.4 Communications of OTA signal technical variances with Venture/Scripps station management and Master Control facilities

7.5 Communication with Venture/Scripps Stations on FAA-related issues and communications with FAA when needed.

7.6 Monitoring of redundant gear (encoding, STL, transmitter etc.)

SHARED CAPITAL EXPENDITURES
EXHIBIT A-3

EXHIBIT A-3

Shared Capital Expenditures

1. PSIP GENERATOR (To be purchased)

Operational Guidelines: PSIP Operation shall conform to and adhere to ATSC Specifications contained in A69/2013 as published or amended

1.1 Main PSIP Generator

Make

Model

Year Installed

1.2 Backup PSIP Generator

Make

Model

Year Installed

. 2Signal Distribution and Test Equipment for Venture and Scripps Signal (To be purchased)

EXHIBIT A-4

Shared Operating Plan

As used herein, the “Agreement” shall refer to the Channel Sharing Agreement to which this Exhibit A-4 is attached. All capitalized terms that are not defined in this Shared Operating Plan (the “Plan”) shall have the meaning defined for such terms in the Agreement.

**ARTICLE I: IMPLEMENTATION AND
SHARING OF SHARED TRANSMISSION FACILITIES**

1.1. *Pre-Commencement Inspection; Pre-Existing Conditions.*

- (a) Following the Effective Date, but prior to the Implementation Date, Scripps shall provide Venture with any reports or other information generated as a result of the most recent inspection (if any) of each piece of equipment that will be part of the Shared Transmission Facilities, including any inspection of the tower structure from which the Parties will broadcast on the Shared Channel (the “Tower”); and (ii) permit Venture to inspect each piece of the Shared Transmission Facilities, including the Tower.
- (b) Scripps agrees that as part of its obligations under Section 1.3(d), Scripps will ensure that each component of the Shared Transmission Facilities, including the Tower, is in good operating condition. The Parties agree that if any such component must be replaced or is subject to repair beyond routine maintenance they will share equally the cost of such replacement or repair, provided that Scripps has employed good engineering practices in maintaining it. Thereafter, replacement or repair of such equipment shall be subject to the cost-sharing provisions of the Agreement.

1.2 *Consultation Prior to Commencement of Shared Operations.* The Parties’ Principal Liaisons shall consult on all technical and operational issues necessary to commencement of shared operations on the Shared Channel.

1.3 *Assignment of Employee Responsibilities.* Each Party shall make available their employees at the direction of the Principal Liaisons upon approval by the Parties to effectuate the technical and operational steps necessary to implement shared operations on the Shared Channel.

1.4 *Access to Shared Transmission Facilities During Transition to Shared Operations.* The Principal Liaisons shall coordinate to ensure that Venture is granted access to the Shared Transmission Facilities according to the provisions of Section 1.5 of the Agreement for the period between the signing of the Agreement and the commencement of operations on the Shared Channel.

1.5 *Adoption of Implementation Date.* The Principal Liaisons shall confer and identify the Implementation Date pursuant to Section 1.2 of the Agreement.

1.6 *Adoption of Initial and Annual Budgets.* Prior to the Implementation Date, and prior to May 31 of each calendar year thereafter, with respect to the capital budget and August 31 of each calendar year thereafter with respect to the operating budget, the Principal Liaisons shall create an

SHARED OPERATING PLAN
EXHIBIT A-4

annual budget of expenses for the Shared Transmission Facilities for such calendar year or portion thereof, as applicable, including a schedule for payments to be made by the Parties to third parties in such period, which shall include both operating and capital budgets (an "Annual Budget"), which shall be sent to each of the Parties for approval. The initial proposed Annual Budget shall be prepared by the Principal Liaisons and approved by the Parties as soon as reasonably practicable following the execution of the Agreement and shall set forth the amounts anticipated to be expended by the Parties in implementing, maintaining and operating the Shared Transmission Facilities from the Implementation Date through the end of the then calendar year. Within thirty (30) days after receiving each proposed Annual Budget, each Party shall, by written notice to the other Party, either approve the proposed Annual Budget or convey its disapproval, together with the reasons therefor. However, the proposed Annual Budget shall be deemed approved by a Party if it does not object within thirty (30) days of receipt of the Annual Budget from the Principal Liaisons. The Principal Liaisons will meet within ten (10) days of either Party's notice of disapproval and seek in good faith to agree upon a revised budget. If the Parties have not adopted an Approved Budget by the date thirty (30) days after such meeting, then the dispute resolution procedures in Article 5 of the Agreement shall control. An "Approved Budget" means an Annual Budget that has been approved by each of the Parties in accordance with this paragraph. Until each of the Parties agree upon an Annual Budget, Scripps will continue to operate the Shared Transmission Facilities and may honor previously approved obligations of the Parties with respect to the Shared Transmission Facilities, but will not make any improvements or incur additional obligations not previously approved by Venture and Scripps pursuant to an Approved Budget, until such time as a new Approved Budget has been agreed upon.

1.7 *Program Stream Delivery.* Venture and Scripps, through their Principal Liaisons, shall mutually agree on the method of delivery of each Party's respective programming streams(s) to the Shared Transmission Facilities for encoding in the statistical multiplex pool and broadcast on the Shared Channel; provided that unless otherwise mutually agreed the Scripps shall deliver its programming streams(s) to the Shared Transmission Facilities by fiber (and any additional method it may elect for purposes of redundancy). Each Party shall bear its own costs and expenses for delivering its programming stream(s) to the Shared Transmission Facilities, such as the costs for any necessary microwave or fiber links between its studio site and the Shared Transmission Facilities.

ARTICLE II: ONGOING SHARED TECHNICAL
AND OPERATIONAL OBLIGATIONS

2.1 *Access, Maintenance, Interference, and New and Replacement Equipment.*

(a) The Principal Liaisons shall consult and develop any necessary implementation plans regarding the parties' performance of their responsibilities regarding access to, maintenance of, and additions to the Shared Transmission Facilities pursuant to Sections 1.5 and 1.6 of the Agreement.

(b) Scripps shall perform, or cause to be performed, any required maintenance and repairs to the extent reasonably feasible and shall invoice Venture for prompt reimbursement of its share of such costs, provided that Venture will not be charged for labor performed by employees of Scripps in the normal course of their employment.

(c) In the event that Venture seeks to exercise its self-help rights pursuant to Section 1.5, the Ventures' Principal Liaison shall inform the Scripps' Principal Liaison with as much advanced notice as is commercially reasonable under the circumstances then existing.

2.2 *Maintenance Cooperation.* In the event of planned repairs to the Shared Transmission Path, Scripps shall coordinate such repairs (and any related downtime) with Venture, including by providing advance notice of such repairs, to the extent reasonably practicable. In addition, in the event it is necessary for Venture or Scripps to reduce, limit or temporarily cease use of the Shared Channel or the Shared Transmission Facilities so that the other Party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Transmission Facilities or any other shared facility, the non-requesting Party shall cooperate in good faith and take such actions as are reasonably requested by the requesting Party. If necessary, the non-requesting Party shall temporarily reduce, limit or cease use of the Shared Channel or the Shared Transmission Facilities, 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 time convenient to the non-requesting Party.

2.3 *Improvements to Shared Transmission Path.* If there is an opportunity to materially improve the authorized signal strength or coverage area for the Shared Channel by modification of the Shared Transmission Facilities, then the Parties will cooperate with each other in modifying the Shared Transmission Facilities accordingly, including filing any necessary application(s) for modification of the Shared Channel with the FCC and diligently prosecuting such application(s) before the FCC, including opposing any petitions to deny or informal objections filed against such application(s). The Parties shall bear equally all costs of modifying the Shared Transmission Facilities and the Shared Channel FCC authorization(s), including FCC filing, equipment, and installation costs.

2.4 *Insurance.* Following the Implementation Date, each party shall maintain sufficient insurance consistent with best practices, including property and casualty, with respect to the Shared Transmission Facilities, which policies shall name the other party as an additional insured party under such policies. The premiums and deductibles for such insurance shall be paid as

appropriately by each party.

2.5 *Cost Allocation.* To the extent necessary, the Principal Liaisons shall confer to ensure that the cost allocations included in the Agreement and this Plan are adhered to and to agree upon mechanisms for the exchange of funds between the Parties to satisfy such obligations.

2.6 *Separate Equipment.* Each of Venture and Scripps may maintain separately owned equipment used in conjunction with but not a part of the Shared Transmission Facilities to the extent necessary to facilitate such Party's use of the Shared Transmission Facilities and the Shared Channel, provided that such separate equipment does not interfere with the operation of the Shared Transmission Facilities, and provided further that no Party shall have the right during the term of this Agreement to remove, alter, relocate, or fail to maintain any item of equipment under its control and located at the site of the Shared Transmission Facilities, whether or not designated as part of the Shared Transmission Facilities, if such removal, alteration, relocation, or failure to maintain reasonably could be expected to hinder or adversely affect the use or performance of the Shared Transmission Facilities by the other Party.

2.7 *Loss of Shared Transmission Facilities.* Following the Implementation Date, in the event of a partial or full loss of the Shared Transmission Facilities, including from a *force majeure* or otherwise, the Parties shall use all commercially reasonable efforts to promptly restore operations from the Shared Channel and repair or replace the Shared Transmission Facilities; and to the extent the costs and expenses of such repair or replacement are not covered by insurance proceeds, the Parties shall share and pay such costs and expenses equally. If the nature of a technical failure is that it is feasible for only one party to engage in broadcast transmission pending completion of repairs, the available capacity of the Bandwidth shall be allocated equitably among the Parties.

ARTICLE III: MISCELLANEOUS

3.1 *Incorporation by Reference.* This Shared Facilities Plan shall in all respects be construed to be in accordance with the intent of the Parties in entering into the Agreement and is hereby incorporated therein and made fully subject to its provisions. In the event of any conflict between the terms of this Plan and the Agreement, the Agreement shall prevail.

3.2 *Non-Encumbrance of Shared Transmission Facilities.* Following the Effective Date, Venture and Scripps shall not take any actions contrary to the terms of any lease, permit to exist any lien, claim, or encumbrance on the Shared Transmission Facilities (provided, however, that a Party may grant a lien or security interest in any interest it has in the Shared Transmission Facilities as part of a lien or security interest on substantially all of the assets of such Party or of its Station), or make material alterations to the Shared Transmission Facilities, except as provided for in the Agreement or this Plan.

3.3 *Other Activities.* Any Party may, without accountability to any other Party and without any consent whatsoever, engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, whether or not such business ventures are in competition with the Shared Transmission Facilities or the business of another Party and/or its Affiliates, and the other Party shall not have any right in and to any such business ventures or the income or profits derived therefrom by virtue of such entity's or person's status as a party to this Agreement or holder of any interest in the Shared Transmission Facilities.

SHARED OPERATING PLAN
EXHIBIT A-4

3.4 *Notices to Third Parties.* The Parties, through their Principal Liaisons shall cooperate, to the extent necessary, to ensure that all notices to third parties of the commencement of shared operations on the Shared Channel that are required to be provided by any law, rule, or regulation, are timely provided to such third-parties.

3.5 *Books and Records.* Scripps shall maintain and make available to Venture, upon request, reports with respect to the operation and maintenance of the Shared Transmission Facilities and the Approved Budget. Following the Implementation Date, each Party shall maintain its own books and records with respect to the operation and maintenance of the Shared Transmission Facilities. Scripps will provide periodic reporting of actual expenses compared to the approved budget, in such form and detail agreed upon by Venture and Scripps. Questions shall be coordinated through the Principal Liaisons of Venture and Scripps.

EXHIBIT A-5

Shared Operating Expenses

1 General distribution Equipment-

- 1.1 Service support contracts when necessary
- 1.2 Repair and replacement if needed

2 PSIP gear

- 2.1 When applicable service and support contracts with manufactures

3 Fiber delivery backup if needed (shared fiber)

4 Transmitter

- 4.1 Yearly inspection
- 4.2 Maintenance and repairs

5 Tower/Antenna

- 5.1 Lease
- 5.2 Transmission line gas

SCHEDULE 1.10(b)

The following sets forth the Parties' initial agreement with respect to the allocation of the Shared Channel:

1. The Parties shall share the Bandwidth equally (50/50) between the Stations at all times, subject to temporary variations during which no Party's share shall exceed 52% of the Bandwidth as measured by TSReader operating in "average mode."
2. The Parties agree to configure statistical multiplexing to achieve the desired 50/50 sharing of the Bandwidth, including program, PSIP, and any other shared non-programming payload.
3. The Parties agree that the transition to ATSC 3.0 will be pursued at a mutually agreeable time with transition cost sharing to be determined at that time and following the same 50/50 sharing agreement established in this Agreement.