EXECUTION VERSION
1/10/2019

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In re Applications of	)	MX Group No. 25
	)	
KJLA, LLC	)	LMS No. 0000052735
KSGA-LD, Los Angeles, California	)	
Facility ID No. 5342	)	
	)	
NEW YORK SPECTRUM HOLDING COMPANY, LLC	)	LMS No. 0000052474
KVHD-LD, Los Angeles, California	)	
Facility ID No. 67901	)	

For Construction Permits for Displacement Low-Power Television Stations on Channel 3 at Los Angeles, California

To: The Chief
Mass Media Bureau

JOINT REQUEST FOR APPROVAL OF AGREEMENT

KJLA, LLC ("KJLA"), the licensee of Station KSGA-LD, Los Angeles, California, and New York Spectrum Holding Company, LLC ("NYSHC"), the licensee of Station KVHD-LD, Los Angeles, California, both applicants for construction permits for displacement low-power television stations on Channel 3 at Los Angeles, California, acting pursuant to Section 73.3525 of the Commission's Rules, respectfully request that the Commission grant this Joint Request for Approval of Agreement ("Joint Request"), approve the channel sharing-based settlement as proposed herein and as contained in Channel Sharing Agreement and Station Services Agreement, both dated as of January 10, 2019 and attached as Exhibits 1 and 2 hereto (the "Agreements"), and grant the above-referenced applications, as amended, through the issuance

of modifications of licenses of KSGA-LD and KVHD-LD, to reflect a channel sharing arrangement, in which KSGA-LD is the sharer and KVHD-LD is the sharee. In support of this request, the following is shown:

1. KLJA and NYSHC are applicants in the special displacement application filing window for low-power, TV translator and analog-to-digital replacement translator stations. *Incentive Auction Task Force and Media Bureau Announce Post Incentive Auction Special Displacement Window April 10, 2018, Through May 15, 2018, and Make Location and Channel Data Available,* 32 FCC Rcd 1234 (IATF and MB 2018). The Commission subsequently determined that the two applications are mutually exclusive with each other. *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window*, DA 18-1108, released October 30, 2018. As a result, the applications have been placed in MX Group No. 25. This Joint Request and the Agreements propose a mutually acceptable engineering settlement, in the form of a channel sharing arrangement, in response thereto. Specifically, pursuant to the Agreements, the applicants are amending their applications to propose the channel sharing arrangement between them for Channel 3. The proposed channel sharing arrangement will result in the removal of the mutual exclusivity of the two Channel 3 applications in MX Group No. 25 and permit the grant of the two applications, as amended. This result is consistent with the policy announced by the Commission for the settlement of mutually exclusive applications during this window. *Supra.*

2. Attached hereto as Exhibits 1 and 2 are copies of the Channel Sharing Agreement and the Station Services Agreement. Attached hereto as Exhibit 3 are the Declarations executed by each of the parties setting forth the information required by Section 73.3525(a). The applicants

are submitting the required application amendments electronically in the LMS filing system. These amendments incorporate the Joint Request and the channel sharing modifications being proposed by each of the applicants.

3. The public interest is well served by the Commission's approval of this Joint Request. By the understanding that they have reached, the parties have provided for a result that will allow for the two applicants to continue to operate their broadcasting services and, thereby, continue to provide their unique program offerings to their viewing publics while maximizing the use of the available and limited broadcast spectrum. This negotiated result, which might not have occurred as a result of competitive bidding, best serves the public interest.

4. The Agreements and this Joint Request are expressly contingent upon the Commission issuing an order granting this Joint Request, approving the Agreements, and granting the channel sharing modification to the KSGA-LD and KVHD-LD applications, as amended. Accordingly, the parties request that the Commission adopt an order taking such actions and promptly issuing public notices thereof.

5. As recognized by the Commission, in opening up the settlement period for these mutually exclusive applications, the preferable vehicle for the resolution of mutually exclusive minor modifications is the negotiation and settlement process, including engineering settlement amendments, not the route of competitive bidding. The parties have chosen to act accordingly and eliminate the need for competitive bidding. Grant of the instant Joint Request will serve the public interest by conserving Commission resources in connection with competitive bidding and allow KJLA and NYSHC to continue to provide broadcast television service to the Los Angeles DMA, following completion of the incentive auction and the attendant repacking process.

WHEREFORE, the above premises being considered, the above-captioned parties

respectfully request that the Commission grant this Joint Request, approve the Agreement, and grant the application, as amended to allow for channel sharing, of KJLA, LLC and New York Spectrum Holding Company, LLC.

Respectfully submitted,

KJLA, LLC

By:_____

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NEW YORK SPECTRUM HOLDING COMPANY, LLC

By:_____

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(202) 365-8051

Dated: January 10, 2019

4825-6810-5604

EXHIBIT 1

EXECUTION VERSION
1/9/2019

LPTV CHANNEL SHARING AGREEMENT

Los Angeles, California

Stations KSGA-LD & KVHD-LD

THIS LPTV CHANNEL SHARING AGREEMENT (this "Agreement") is effective as of January 10, 2019 (the "Effective Date"), by and among KJLA, LLC, a Delaware limited liability company (referred to as" KJLA") and New York Broadband LLC, a Delaware limited liability company, and its commonly-owned affiliate, New York Spectrum Holding Company LLC, a Delaware limited liability company (which are collectively referred as "NYSHC"). Each of KJLA and NYSHC are individually a "Party" and collectively the "Parties."

RECITALS

A. KJLA owns and operates a low power television broadcast station, including its primary and all multicast streams ("KSGA"), pursuant to licenses issued by the Federal Communications Commission (the "FCC"):

KSGA-LD, Los Angeles, California, FCC Facility ID No. 5342

B. NYSHC owns and operates a low power television broadcast station, including its primary and all multicast streams ("KVHD"), pursuant to licenses issued by the FCC:

KVHD-LD, Los Angeles, California, FCC Facility ID No. 67901

C. As used herein, the term "Station" shall refer to KSGA or KVHD and the term "Stations" shall refer collectively to KSGA and KVHD.

D. KSGA is currently licensed to operate on RF channel 30. KJLA filed a Displacement Application with the FCC, LMS No. 0000052735, seeking authority to relocate KSGA's operations to RF channel 3 (the "KSGA Displacement Application").

E. KVHD-LD is currently licensed to operate on RF channel 40. NYSHC filed a Displacement Application with the FCC, LMS No. 0000054274, seeking authority to relocate KVHD's operations to RF channel 3 (the "KVHD Displacement Application").

F. The FCC determined, in Public Notice, DA 18-1108, released October 30, 2018, that the KSGA Displacement Application and the KVHD Displacement Application are mutually exclusive, placed the mutually exclusive applications in in MX group MX 25, offered the Parties

the opportunity to resolve the mutual exclusivity voluntarily, or, should this not be the case, through an auction process.

G. In order to eliminate their mutual exclusivity and to enable KJLA and NYSHC to operate on a shared-channel basis, KJLA and NYSHC desire to enter into an agreement in accordance with the FCC rules and published policies governing channel sharing of low power television stations and any other FCC channel sharing rules and regulations (collectively, the "Channel Sharing Rules") in order to operate jointly on the shared 6 MHz of Channel 3 (the "Shared Channel") on the terms set forth in this Agreement.

H. The Media Bureau (the "MB") of the FCC has stated in an informal written communication that a Channel Sharing Agreement should be filed as a part of an amendment to the pending Displacement Applications and that the MB subsequently will send a letter to the Applicants instructing them as to how to proceed and with what filings.

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 by both Parties, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: TERM, OPERATIONS, FCC FILINGS.

1.1. Term. The term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement and shall continue for five (5) calendar years. This Agreement shall thereafter automatically renew for successive periods of equal length, unless earlier terminated in accordance with this Agreement.

1.2. Shared Operations. The Parties shall cooperate in an orderly and mutually agreeable transition to the location including the tower and the transmitter room proposed in the KSGA Displacement Application, as leased by KJLA, as this may change from time to time by mutual agreement between the Parties (the "Transmitter Site") using such equipment as is necessary for operation on broadcast frequency Channel 3 and channel sharing by KJLA and NYSHC in the operation of their respective Stations' broadcasting services on the Shared Channel (as modified or replaced from time to time, the "Shared Equipment," and together with the Transmitter Site, the "Transmission Facilities"). The Parties shall begin broadcasting utilizing the Shared Channel and the Transmission Facilities on a mutually agreeable date determined by the Parties, acting in good faith, following the FCC's final and non-reviewable approval of this Agreement and issuance of the CP, as defined in Section 1.3(a) (the "Sharing Commencement Date"). The Parties agree that if a Party shall face the loss of operations on its pre-auction output channel, prior to the Sharing Commencement Date, that such Party may request, with the support of the other Party, that the FCC issue it special temporary authority to operate on the Shared Channel until the Sharing Commencement Date.

1.3. FCC Filings.

(a) (i) No later than January 10, 2019 and in accordance with the provisions of FCC Public Notice in MB Docket No. 16-306, DA 18-1108, Oct. 30, 2018, Paragraph 8, the Parties shall jointly file a request for approval of this Agreement, include a copy of this Agreement and each of the following: (1) a statement outlining the reasons why such agreement is in the public interest; (2) a statement that each Party's application was not filed for the purpose of reaching or carrying out such agreement; (3) a certification that neither Party nor its principals has received any money or other consideration in excess of their legitimate and prudent expenses; (4) a statement outlining the exact nature and amount of any consideration paid or promised, if any; (5) an itemized accounting of the expenses for which it seeks reimbursement; and (6) the terms of any oral agreement relating to the dismissal or withdrawal of its application. The Parties shall furnish the FCC such information and assistance as is reasonably necessary in connection with the preparation of any applications or covering licenses. All costs and FCC filing fees associated with the aforementioned applications shall be paid by the filing Party or Parties, as the case may be. The Parties shall cooperate in good faith to prepare, submit and prosecute any other amendments and applications with the FCC that may be requested by the FCC or that may be necessary to implement the channel sharing arrangement contemplated by this Agreement, including license applications for the Shared Channel,

(b) Within five (5) days after the Sharing Commencement Date, the Parties shall jointly file and thereafter diligently prosecute a license application to cover the CP, and shall file and thereafter diligently prosecute a license application with respect to channel sharing.

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

ARTICLE 2: CAPACITY, FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, from and after the Sharing Commencement Date, KJLA and NYSHC shall share equally all of the capacity of the 6 MHz Shared Channel (which is equal to 19.39 Megabits per second ("Mb/s") as allocated under the current ATSC 1.0 system) taking into account the different bit rates of different program types in accordance with the allocation set forth on *Schedule 2.1*. KJLA and NYSHC may change the allocation of bandwidth set forth on *Schedule 2.1* at any time as they may

mutually agree, *provided* that any allocation shall comply with the FCC's requirements and, at a minimum, shall provide that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one Standard Definition over-the-air program stream at all times.

2.2. Encoding. In order to take advantage of a Stat Mux pool, KJLA and NYSHC may implement a single common encoding pool.

2.3. Technical Changes.

(a) FCC Modifications. In the event that the FCC requires new standards of modulation or other modifications to the operation of the Transmission Facilities or the Shared Channel, the Parties shall timely make any such modifications in compliance with such requirements established by the FCC. In the event that such changes alter the available bandwidth on the Shared Channel, KJLA and NYSHC will cooperate to divide the available bandwidth equally following such modifications.

(b) New Transmission Technologies. Except for mandatory changes required by the FCC (which shall be treated in accordance with Section 2.3(a)), the Parties shall act jointly to adopt, deploy or implement any new transmission systems or new technical standards, including without limitation the new modulation standard or transmission technology currently known as ATSC 3.0 (the "ATSC 3.0 Upgrade"). Any budget, cost allocation and timeline for implementing the ATSC 3.0 Upgrade or any other new mutually agreed transmission technologies shall comply with applicable FCC rules and regulations, meet generally accepted industry standards and shall be mutually agreed to by KJLA and NYSHC.

2.4. Use of Capacity. Each Party shall have the right to use its allocated capacity on the Shared Channel in such Party's sole discretion in accordance with the terms of this Agreement and all FCC rules and regulations, including, without limitation, broadcasting one stream or multiple streams and broadcasting content provided by third Parties; *provided* that each Party shall be responsible for all of its costs associated with adding multiple program streams requested by it to the encoding pool. Neither Party shall take any action that interferes with the other's use of capacity on the Shared Channel or the Transmission Facilities. Each of KJLA and NYSHC shall have the right, in its sole discretion, to enter into additional channel sharing or sub-sharing agreements within its allocated capacity on the Shared Channel that do not have a material adverse effect on the other Party's unfettered use of its Station or the Shared Channel.

2.5. Transmissions. Each of KJLA and NYSHC shall be responsible, at its sole expense, for transmitting its programming in a broadcast-ready final format to the Transmitter Site or other demark with the Shared Channel. The Shared Channel operator may encode, compress or modulate a Party's content as required to statistically multiplex together the Parties' individual content streams using the parameters set forth in this Agreement. The Parties shall have equal access, without any fees, to all equipment used in reception of the incoming signals and their transmission including satellite and Internet and right to install its own reception equipment without any expenses or fees to be paid to third Parties.

2.6. FCC Licenses.

(a) Authorizations. Each Party shall maintain all FCC licenses necessary for its operations on its Station in full force and effect during the Term. Neither Party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other Party, which filing shall be promptly delivered to the other Party.

(b) Compliance with Law. Each Party shall comply with this Agreement, the Channel Sharing Rules, and with all other FCC and other applicable laws with respect to its ownership and operation of its Station subject to this Agreement and its use of the Shared Channel. KJLA shall be solely responsible for all content it transmits on the Shared Channel, and NYSHC shall be solely responsible for all content it transmits on the Shared Channel.

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

(d) Channel Sharing Documents. In the event that the FCC adopts changes to the Channel Sharing Rules, the Parties shall undertake good faith negotiations to amend this Agreement as necessary in order to comply with such changes. Each Party shall notify the other Party of all documents filed with or received from the FCC with respect to this Agreement, the transactions contemplated hereby or the Shared Channel, and within five (5) business days shall provide the other with copies of such documents to the extent permitted by FCC rules and other applicable laws.

(e) Channel Identification. Each Party shall choose, subject to FCC rules, which virtual channel it wishes to broadcast on *provided* that neither Party may choose Channel 3.

ARTICLE 3: OPERATIONS

3.1. Transmission Facilities.

(a) Access. Each Party shall have reasonable access to the Transmitter Site upon reasonable notice twenty-four (24) hours a day, seven (7) days *provided* that each Party shall assume all responsibility for any loss, damage, or liability caused by its employees, agents, or contractors while at the Transmitter Site. Each Party shall have an industry standard umbrella insurance policy naming the other Party as beneficiary.

(b) Shared Equipment. Within forty-five (45) days following the Effective Date, the Parties shall mutually agree on the specifications and cost of the new equipment (the "New Equipment") that must be purchased in order to operate the Shared Channel's facilities.

The Parties shall share equally the ownership and the cost of the purchase, installation, and operation of the New Equipment (Schedule 3.1). Within forty-five (45) days following the Effective Date, the Parties also shall mutually agree on which equipment that is already on the site of one of the existing Stations (the "Used Equipment") can and should be used as part of the Shared Channel's facilities for joint operations. Any present owner of any Used Equipment that is installed at the Shared Channel for joint operations shall be reimbursed within thirty (30) days of its installation for one-half of the depreciated cost of the Used Equipment by the other Party. The Parties shall mutually agree on the amount of the depreciated cost as determined by GAAP accounting rules or such other understanding reached by the parties. The New Equipment and the Used Equipment that is jointly used by the Parties in operation of the Shared Channel shall be referred to as the "Shared Equipment." The Shared Equipment shall include any replacements of such items or additions thereto as mutually agreed by the Parties from time to time in accordance with this Agreement. Title to all Shared Equipment shall be owned by a new limited liability company to be formed and owned equally by KJLA and NYSHC. The Parties shall operate, maintain and repair the shared Transmission Facilities in accordance with good engineering practices customary in the television industry.

(c) Exclusive Equipment. Each Party shall, at its own expense, maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with past practice. Title to all such equipment solely owned by a Party shall remain with such Party. The Parties shall share the space in the transmitter shed used for their own equipment and shall share the cost equally subject to adjustments if one Party occupies more than 50% more horizontal space than the other.

(d) Use of Facilities. Neither Party shall permit to exist any lien, claim or encumbrance on the Transmission Facilities including pledges of its Transmission Facilities for a general debt. Each Party shall ensure that in the event of a bankruptcy of one Party the other Party shall have a superior position to the creditors of the bankrupt Party. Each of the Parties shall:

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

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

(iii) maintain, at its own expense, industry standard insurance with respect to its use of the Transmission Facilities and operations from the Transmission Facilities during the Term and name the other Party as an additional insured under such policies and shall deliver a copy of the declarations page to the other Party prior to the Commencement Date; and

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

(e) Cooperation. In the event either Party determines, in its good faith discretion, that it is reasonably necessary for the other Party to reduce, limit or temporarily cease

use of the Shared Equipment, the Shared Channel or the other Party's equipment located at the Transmitter Site so that the requesting Party can maintain, install, repair, remove or otherwise work on the Shared Equipment, the Shared Channel or its Station, then the other Party shall cooperate with such request. If requested, the non-requesting Party shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its equipment located at the Transmitter Site so that the requesting Party can perform such work, *provided* that the requesting Party takes all reasonable industry standard measures to minimize the amount of time the non-requesting Party shall operate with reduced facilities and that the requesting Party takes all reasonable measures to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time convenient to the non-requesting Party, between the hours of midnight and 5 a.m. if practicable. In all events, the requesting Party shall conduct all actions contemplated by this Section in accordance with applicable law and good engineering practices.

(f) Alterations to Transmission Facilities. The Parties shall discuss on an ongoing basis, from time to time appropriate, future capital expenditures that may be reasonably necessary or desirable to improve, upgrade or otherwise alter the Transmission Facilities, *provided, however*, that neither Party shall upgrade or modify the shared Transmission Facilities without the other Party's prior consent, such consent not to be unreasonably withheld.

(g) Operational Responsibilities. KJLA shall be the manager of the Shared Channel in accordance with the Station Services Agreement attached hereto as Schedule 3.1(g) and share arrange for and lease the Transmitter Site.

(h) Contractors. All contractors and subcontractors of the Parties who perform any service at the Transmitter Site shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Such contractor shall carry insurance issued by companies licensed to do business in the state of California in commercially reasonable types and amounts.

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

3.2. Interference. Each Party shall use commercially and industry reasonable efforts to avoid interference to the other Party or third Parties by its respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither Party shall make any changes or installations at the Transmitter Site or enter into any third-Party arrangement that could reasonably be expected to impair or interfere in any material respect with the other Party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the Party experiencing interference shall notify the other Party in writing and the Party so notified shall

take all commercially reasonable steps to correct such interference in all material respects as promptly as possible.

3.3. Force Majeure. Neither Party shall be liable to the other for any failure or delay in the performance of its 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 acts of God.

3.4. Expenses.

(a) Operating and Capital Costs. The expenses of operating the Shared Channel and the Transmission Facilities, including, but not limited to, leasing of a transmitter site, securing, operating and maintaining equipment, and the capital costs thereof, shall all be shared equally as set forth on *Schedule 3.4* (the "Expenses").

(b) Sole Costs of Each Party. Each Party shall be solely responsible for: (i) costs for any necessary link between its Station's studio site and the Transmitter Site for broadcast on the Shared Channel, (ii) all Expenses related to any equipment solely owned by it and located at the Transmitter Site, (iii) all of its expenses not related to the Transmission Facilities, and (iv) the acquisition, production, marketing and sales of any programming transmitted over a Party's Station.

3.5. Consultation Regarding Operational Matters. In order to address ongoing operational, technical or engineering issues that may arise following the date of this Agreement, each Party shall identify one or more officers or senior personnel with sufficient authority and technical experience to reach agreement with the other Party on such issues independently and expeditiously (the "Principal Liaisons"). The Principal Liaisons shall meet at such times as the Parties may reasonably designate in good faith or upon the reasonable request of either Party upon appropriate prior notice, to confer in good faith to address matters related to shared operations, including without limitation discussing technological, logistical or marketplace changes that may affect the Transmission Facilities, reviewing the technical parameters of this Agreement, discussing proposed capital expenditures and any outstanding payments under this Agreement, and generally facilitating cooperation with respect to channel sharing. Meetings of the Principal Liaisons may include such other employees or designees of a Party as may be desirable. Such meetings shall be held at least monthly and may be done remotely.

3.6. Representations and Warranties.

(a) KJLA Representations. KJLA represents and warrants to NYSHC that: (i) it has obtained all FCC and other material governmental agency approvals necessary for its operations on KSGA as currently operated by it and (ii) its ownership and operation of

KSGA complies with the FCC rules, regulations and policies and other applicable laws in all material respects.

(b) NYSHC represents and warrants to KJLA that: it has obtained all FCC and other material governmental agency approvals necessary for its operations on KVHD as currently operated by it and (ii) its ownership and operation of KVHD complies with the FCC rules, regulations and policies and other applicable laws in all material respects.

(c) Each Party represents that the statements concerning its FCC licenses, reports, applications and other statements concerning its operations and authorizations are true and correct.

ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each Party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or made by it under this Agreement, (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement and (iii) its use of the Transmission Facilities or the Shared Channel. The prevailing Party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing Party.

4.2. Operational Indemnification. Without limiting the terms of Section 4.1 and subject to Section 4.3, each Party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including without limitation reasonable attorneys' fees) arising from the programming, advertising and operation of its Station using the Shared Channel, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

4.3. Limited 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. Neither Party shall have any obligation or liability with respect to the other Party's Station, except as specifically set forth in this Agreement.

4.4. Indemnification Procedures. The Party seeking indemnification hereunder shall: (i) give the indemnifying Party prompt written notice of the relevant claim, (ii) cooperate with

the indemnifying Party, at the indemnifying Party's expense, in the defense of such claim and (iii) give the indemnifying Party the right to control the defense and settlement of any such claim, *except* that the indemnifying Party shall not enter into any settlement without the indemnified Party's prior written approval. The indemnified Party shall have no authority to settle any claim on behalf of the indemnifying Party.

ARTICLE 5: TERMINATION AND REMEDIES

5.1. Termination

(a) Breach. Either Party may terminate this Agreement by written notice to the other Party in the event of a material breach of or default under this Agreement which is not cured within ninety (90) days after Notice (as hereinafter defined) of such breach or default. For purposes of this Agreement, a material breach or default under this Agreement shall be defined as a breach of a material obligation of a Party under this Agreement that: (i) results in a fundamental impairment of a Party's ability to broadcast its programming on the Shared Channel or (ii) constitutes a failure by a Party to pay the other Party within the time frame allowed any undisputed payment owed under this Agreement. In the event of a termination for breach, the breaching Party shall have fifteen (15) days to either cure the breach or commence a lawsuit seeking a declaration that it is not in material breach. If the breaching Party does not cure the breach or commence such a lawsuit or if a final judgment is issued against the breaching Party, then this Agreement shall terminate and the breaching Party's spectrum usage and all allied and collateral rights for the full Shared Channel shall revert to the non-breaching Party.

(b) Voluntary Termination. In the event that a Party is not otherwise in default under the terms of this Agreement and wishes to terminate this Agreement voluntarily, such Party may do so (the "Voluntary Termination") upon six (6) months' prior written notice, given on or before the first calendar day of a calendar month and effective at the end of the sixth succeeding calendar month ("Voluntary Termination Date"), to the other Party. If a Party properly and timely complies with these provisions, this Agreement shall be terminated and become null and void with no further obligations of one Party to the other Party, effective as of the Voluntary Termination Date and all terms and conditions under this Agreement shall be complied with, including the payment of Expenses due and owing, through the Voluntary Termination Date. Neither Party shall have any rights, liabilities, or obligations accruing under this Agreement after the Voluntary Termination Date, except such rights and obligations which, by the provisions of this Agreement, were in effect prior to the Voluntary Termination Date (e.g., the payment of Expenses for all periods of the Term up to and including the Voluntary Termination Date) expressly survive the expiration or termination of the Term of this Agreement. For the avoidance of doubt, this Section 5(b) is intended to allow either Party to terminate this Agreement on six months' prior written notice, thereby reducing the length of the Term from one in perpetuity to the period ending on the Voluntary Termination Date.

(c) Loss of License. If either Party's FCC authorization to operate on the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, materially impaired, withdrawn, surrendered, not renewed or otherwise terminated for any reason following a final non-reviewable FCC order, then simultaneously therewith that Party's spectrum usage rights for the full Shared Channel shall revert to the other Party and this Agreement shall

terminate. In such event, the Parties shall prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the surviving Party to assume such spectrum.

(d) Insolvency. Either Party may terminate this Agreement by written notice to the other upon (i) the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings 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.

(e) Reversion Right. In the event that this Agreement shall be terminated, pursuant to Sections 5.1(a)-(d), with respect to the FCC license of the Station no longer engaging in the sharing of the Shared Channel (the "Exiting Party"), such FCC license shall revert to the Party that continues to operate its Station on the Shared Channel (the "Continuing Party"), and the Continuing Party may file an application with the FCC to change its FCC license to non-shared status, or, at its sole discretion, enter into a channel sharing arrangement with another party. The Continuing Party shall have no obligation to compensate the Exiting Party for such reversion of FCC license for the use of the Shared Channel.

(f) Survival. No termination shall relieve a Party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4 and Sections 6.1 and 6.9 and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

(g) Surrender of Facilities. Within fifteen (15) days after the effective date of any termination of this Agreement, the non-surviving Party shall vacate the Transmitter Site, remove all of its assets from the Transmitter Site, surrender the Transmitter Site in substantially the same condition existing on the Sharing Commencement Date (reasonable wear and tear excepted) and return to the other Party all keys and other means of entry to the Transmitter Site. The surviving Party shall have the right, but not the obligation, to acquire any Shared Equipment by paying to the non-surviving Party one-half of the fair market value of the Shared Equipment taking into account reasonable wear and tear and depreciation since its acquisition.

5.2. Specific Performance. In addition to any other available remedies, in the event of failure or threatened failure by a Party to comply with the terms of this Agreement, the other Party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

5.3. Facilities Option. In the event that a Party suffers a Loss of License during the Term or this Agreement is terminated by a Party upon a material breach by the other Party pursuant to the terms and subject to the conditions of Section 5.1(a) or is terminated by Party in connection with the other Party's insolvency pursuant to Section 5.1(d), then a non-terminating Party shall have the right to acquire the terminating Party's interest in the Transmission Facilities in consideration for the fair market value of such interest (the "Facilities Option") by providing

written notice to the terminating Party of the non-terminating Party's exercise of the Facilities Option within ten (10) business days of (i) the terminating Party providing notice to the non-terminating Party of the Loss of License or the non-terminating Party otherwise becoming aware of the Loss of License by the terminating Party or (ii) the effective date of the termination for material breach or insolvency, as applicable.

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: MISCELLANEOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the Parties and their respective businesses and properties that is disclosed in connection with the negotiation, execution or performance of this Agreement (including any financial information) shall be confidential and shall not be disclosed to any third person or entity, except on a confidential basis to the Parties' representatives, agents and lenders. No Party shall issue or cause the publication of any press release or other public statement relating to this Agreement or disclose the existence of or details regarding this Agreement to any unaffiliated third Party without the prior written consent of the other Party except as required by the filings enumerated in this Agreement.

6.2. Authority. Each Party represents and warrants to the other that: (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state of California, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of or constitute a default or ground for termination under any agreement to which it is a Party or by which it is bound.

6.3. Assignment. Upon prior written notice to the other Party, a Party may assign this Agreement to any FCC-approved assignee or transferee of its license herein, who shall assume this Agreement in a writing delivered to the other Party, effective upon consummation of such assignment or transfer. The assigning Party shall provide at least ten (10) days' prior Notice to the other Party of any 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; *provided nonetheless* that no assignment shall relieve any Party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the Parties hereto and their successors and permitted assigns.

6.4. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules and published policies of the FCC. If any court or governmental authority with jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no Party is

deprived of the material 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.

6.5. Notices. Any Notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, with, in the case of use of a third party courier, an email being sent to the other Party simultaneously with delivery to the courier, and shall be addressed as follows (or to such other address as any Party may request by written notice):

if to KJLA:

KJLA, LLC
2323 Corinth Avenue
Los Angeles, California 90064
Attention: Mr. Francis X. Wilkinson
Email: fwilkinson@kjla.com

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

Thompson Hine LLP
Suite 700
1919 M Street, N.W.
Washington, D.C. 20036
Attention: Barry A. Friedman, Esq.
Email: barry.friedman@thompsonhine.com

if to NYSHC:

Michael Do
Chief Operating Officer
New York Spectrum Holding Company LLC &
New York Broadband LLC
12020 Sunrise Valley Drive
Reston VA 20191
Telephone: (571) 471-8806
Email: michael.do@nybbsat.com

with a copy, which shall not constitute notice, to:

W. Theodore Pierson, Jr.
1250 South Washington St/
Unit 420
Alexandria VA 22314

Email: ted.pierson@nybbsat. com

6.6. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California regardless of its conflict of laws provisions. Any disputes that are to be tried in a court of law shall be tried in the appropriate federal or state court within the State of California. The Parties waive trial by jury and the right to raise an issue of an inconvenient forum. The Parties shall each bear their own costs including the cost of expert witnesses, attorneys and court costs regardless of the resolution of the dispute.

6.7. Dispute Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, the Parties shall first consult and negotiate in good faith with each other and attempt in good faith to reach a solution satisfactory to both Parties through consultations among their respective senior executives. If the issue remains unresolved for a period of thirty (30) days, then the Parties shall submit the disputed matter 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 the costs of such third Party mediator to be split equally between the Parties. In the event that such mediation fails to resolve the dispute within a period of thirty (30) days, the Parties may elect to undertake non-binding arbitration, in Los Angeles, California, under the procedures and rules of the American Arbitration Association or such other entity as JAMS.

6.8. Insolvency. 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 or makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide Notice of such proceeding to the other Party and promptly provide all information with respect thereto as reasonably requested by the other Party.

6.9. Miscellaneous. This Agreement may not be amended except in a writing executed by both Parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of such waiver or consent is sought. Neither Party shall be authorized to act as an agent of or otherwise to represent the other Party. Except as expressly set forth in this Agreement, each Party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. This Agreement (including the Schedules hereto which are made a part hereof) constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof regardless of whether they were written or oral. Neither Party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may be executed in separate counterparts. The phrase "including" is not intended to be limiting and shall be construed to mean without limitation. Neither Party shall be considered to have drafted this Agreement. The person executing this Agreement for each Party has been duly authorized. All references to "days" shall be deemed to be a reference to calendar days unless otherwise specified.

Schedules Attached

Schedule 2.1 Capacity Allocation

Schedule 3,1 Equipment

Schedule 3.4 Expenses

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO LPTV CHANNEL SHARING AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this LPTV Channel Sharing Agreement as of the Effective Date.

KJLA, LLC

By: Francis X Wilkinson
Date Signed: 1/7/19
Name: FRANCIS X WILKINSON
Title: EVP General Mgr. KJLA, LLC

NEW YORK BROADBAND LLC

By: Michael Do
Date Signed: Jan 9, 2019
Name: Michael Do
Title: Chief Operating Officer

NEW YORK SPECTRUM HOLDING COMPANY LLC

By: Michael Do
Date Signed: Jan 9, 2019
Name: Michael Do
Title: Chief Operating Officer

Schedule 2.1
Capacity Allocation

Subject to Section 2.1, following is the Parties' agreement with respect to the allocation of the capacity of the Shared Channel:

(i) 50% to KSGA, and

(ii) 50% to KVHD.

in each case where such bandwidth is calculated on an average basis using statistical multiplexing.

If the Parties elect to implement the ATSC 3.0 Upgrade, the Parties shall negotiate in good faith as to the manner in which the capacity of the Shared Channel is allocated, including bit stream and other technical arrangements; provided, however, that each Party will always be allocated sufficient broadcast transmission capacity to enable it to transmit its over-the-air signal with a program resolution that is comparable to that achieved by a 1080i stream operating with 8.5 Mbps of bandwidth capacity under applicable ATSC 1.0 standards.

Statistical multiplexing or "Stat Mux" shall be used by the Parties with variable transport rates in the broadcast of the Shared Channel. The Parties shall implement a mutually beneficial weighting system as allowed by the encoding pool and use the software optimization technology of "Stat Mux" or a successor technology mutually agreed upon by the Parties. Such system shall be implemented as follows:

(i) each Party shall designate one program stream with the highest priority within its allocated capacity;

(ii) all other program streams shall have a lesser priority; and

(iii) the Parties shall cooperate to devise a system that produces the best results for each Party with minimum picture degradation, subject to the constraints imposed by the allocation of capacity set forth on this *Schedule 2.1* and in Section 2.1.

Schedule 3.1
Equipment

The Parties are evaluating which equipment will be best suited to the new frequency and coverage pattern and still need to design and engineer and then solicit bids.

Schedule 3.4
Expenses

(A) Each Party shall pay fifty percent of the commercially reasonable expenses to construct, equip, install, repair, maintain, replace, and operate the Transmission Facilities for the Shared Channel, including all operating and capital expenditures (the "Expenses").

(B) Thirty (30) business days prior to the start of each calendar quarter, the Parties shall agree on the proposed Expenses for that quarter. The Expenses shall be similar to expenses incurred by similarly situated shared channel LPTV broadcast operations. Any disagreements on the allocation and amount of Expenses shall be resolved in accordance with Section 6.7.

(C) (i) The Shared Channel Operator shall invoice the other Party twenty (20) business days prior to the start of each month for that Party's share of the estimated reasonable Expenses for that month, the payment for which invoice shall be due no later than the first day of that month. (ii) For avoidance of doubt "commercially reasonable" shall be defined as expenditures that are similar to the standard expenditures for the for-profit Low Power Television industry. (iii) Within twenty business (20) days of the end of each calendar year, the Station Operator shall provide the other Party with a true up of actual expenses for the prior year, with a credit if actual expenses were below the initial estimate or an invoice if actual expenses exceeded the initial estimate which invoice shall be due and payable within thirty (30) business days of its delivery.

(D) Any amounts due from any Party and unpaid by the tenth day of the quarter shall accrue simple interest at a rate of one and one-half percent (1.5%) per month. The Shared Channel Operator shall send an invoice for unpaid expenses including the interest due.

(E) In the event of a Voluntary Termination pursuant to Section 5.1(b) the Parties shall divide ownership of the Transmission Facilities based upon a reasonable allocation of their then market value using an independent appraiser paid by both Parties if the Parties cannot agree.

EXHIBIT 2

EXECUTION VERSION
1/2/2019

STATION SERVICES AGREEMENT

Los Angeles, California

Stations KSGA-LD & KVHD-LD

This Station Service Agreement (the "SSA") is made and entered as of January 10, 2019 (the "Effective Date"), by and between **KJLA, LLC,** a Delaware limited liability company ("KJLA" or the "Service Provider") and **New York Spectrum Holding Company,** a Delaware limited liability company ("NYSHC"). Each of KJLA and NYSHC are individually a "Party" and collectively the "Parties." KJLA is the licensee of Station KSGA-LD, Los Angeles, California, and NYSHC is the licensee of Station KVHD-LD, Los Angeles, California (collectively, the "Stations"). This SSA shall become binding on the date of its execution by both Parties.

RECITALS

A. Simultaneously with agreeing to this SSA, KJLA and NYSHC are also entering into a Channel Sharing Agreement (the "CSA Agreement") in order to resolve their mutually exclusive displacement applications filed in response to the Federal Communications Commission's post incentive-auction repacking processes. Pursuant to the CSA Agreement, the Parties will share equally the expenses, use and operational control of a single Low Power television broadcast channel operating on broadcast output frequency Channel 3 (the "Shared Channel") serving a portion of the Los Angeles television market. In so doing, the Parties will have separate ownership and programming of distinct video streams as well as separate licenses issued by the Federal Communications Commission (the "FCC").

B. The CSA Agreement provides that the Shared Channel shall use the Service Provider's existing tower lease and equipment room and its proposed antenna and coverage pattern.

C. The CSA Agreement requires the Parties to reach a mutually agreeable understanding as to the expenses for and operation of the Shared Channel.

D. The Parties jointly desire to retain KJLA as the Service Provider to manage the construction, equipping, installation, maintenance, repairs, and operation of the Shared Channel under the joint control of both Parties.

E. The Parties desire to set forth herein the terms and conditions of the Services.

Initials:
KJLA YXW
NYSHC_____

AGREEMENT

NOW THEREFORE, the Parties, in consideration of the above premises and the covenants, terms and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties. intending to be legally bound, agree as follows:

1. SERVICES:

(a) Under the direction and control of both Parties, acting jointly with regard to joint responsibilities and separately with regard to their separate ownership and responsibilities, the Service Provider shall provide daily management of the operation of the Shared Channel (the "Services"). The Services shall also include procurement and installation of equipment and its maintenance, repair and replacement. Each Party shall have ultimate control, supervision and direction over the Service Provider and the daily operations of each Party's video streams (including each Party's employees, programming and finances).

(b) The Services shall be in furtherance of and consistent with a Business Plan to be adopted by the Parties and amended jointly from time to time. The initial Business Plan shall be created jointly and in good faith by the Parties within sixty (60) days of the Effective Date.

(c) The Service Provider shall hire or retain sufficient personnel and systems to be able to provide the Services in accordance with the best practices of the Low Power Television ("LPTV") industry and parties in that industry undertaking channel sharing arrangements.

2. OPERATING EXPENSES & CAPITAL COSTS:

(a) The Parties shall share equally all of the operating and capital costs of the Shared Channel, including, but not limited to the leasing of premises for broadcast transmissions and the procurement, construction, installation, maintenance, repair and replacement of equipment as set forth in Section 3.4(a) of the CSA Agreement.

(b) The Parties shall be responsible for their own costs associated with their operation of each Party's video streams including the facilities used to connect to the point of demarcation to the Shared Channel's facilities and the acquisition, production, marketing and sales of any programming transmitted over each Party's video streams as set forth in Section 3.4(b) of the CSA Agreement.

(c) The Parties shall follow the procedures for Expenses set forth in Schedule 3.4 of the CSA Agreement.

(d) NYSHC shall be entitled to access the Service Provider's books and records, as they relate to this SSA, on a reasonable basis in order to verify the reasonableness of the expenses it will be required to contribute.

(e) In the event that the Parties are unable to agree on the reasonableness of a given expense, the Parties shall use a third-party industry mediator or accounting firm on an informal basis to resolve the dispute between the Parties, who shall share the expenses of the mediator or accounting firm, with industry standard non-binding arbitration being employed in the event that the mediation process is unsuccessful. The procedures to be used for mediation and non-binding arbitration are set forth in Section 6.7 of the CSA Agreement.

3. LICENSEE CONTROL: To the fullest extent required by the policies and rules of the FCC, the Parties, acting jointly, shall have ultimate control and full authority over all operations of each of their Stations. The Parties shall adopt, and modify from time to time as appropriate, a system for ensuring that the both Parties are fully apprised promptly of all decisions and actions of the Service Provider under the guise of this SSA.

4. TERM: The term of this SSA shall be conterminous with that of the CSA Agreement.

5. REPRESENTATIONS & WARRANTIES: Each Party hereby represents and warrants to the other that: (i) it is duly formed and in good standing in its state of creation; (ii) this SSA has been approved by all necessary corporate action; (iii) it has not entered into any other station services agreements that would preclude directly or indirectly its full and effective performance of its obligations hereunder; and (iv) each person executing this SSA represents and warrants that he is authorized legally to bind the obligations of the Party on whose behalf he has signed. All representations and warranties contained in this SSA shall be deemed continuing representations and warranties and shall survive the termination of this SSA.

6. TERMINATION:

(a) Termination. Except for breaches of the representations set forth in Section 5, the Parties may only terminate this SSA for cause including breach of material obligations. Either Party shall have the right to terminate this SSA for cause after ninety (90) days' prior written notice, except that such notice shall be reduced to thirty (30) days in the event of a failure to pay a monetary obligation

(b) Post-Termination Obligations: If this SSA is terminated as provided herein or otherwise by lawful order of an authority with jurisdiction, there shall be no additional liability or obligation on the part of the Parties arising from this SSA and all future obligations of the Parties shall terminate, *except* that existing unsatisfied obligations and the provisions of Sections 9 and 17 shall survive the termination; *provided nevertheless*, that termination shall not relieve any Party from any liability for fraud or misrepresentation.

7. INDEMNIFICATION:

(a) By Both Parties: Both Parties shall indemnify and hold each other harmless from and against all claims, liabilities (whether asserted or un-asserted, absolute or contingent), actions, suits, losses, penalties, fines, judgments (whether at law or equity), damages including

amounts paid in settlement and costs including costs and expenses of investigation, discovery, court costs and reasonable attorneys' fees and expenses) (collectively the "Losses"), arising from, relating to or in connection with their representations and warranties, covenants and obligations under this SSA.

(b) Indemnification Procedures: All indemnifications shall apply to all officers, directors, managers, agents and employees of each of the Parties. Any claim to indemnification must be made within six (6) months after the event giving rise to the claim. A Party shall give prompt Notice to the other Party of any claim for indemnification, which Notice, in the case of a third-party claim, must be given in sufficient time to permit the indemnifying Party to defend against the claim without a default. Within twenty (20) business days after Notice of a claim, the indemnifying Party shall either accept and pay the claim, object to the claim (giving its reasons for rejection) or agree to defend in good faith against a claim made by a third party. If the indemnifying Party rejects the claim or fails to respond, the indemnified Party may take whatever action it deems reasonable, including the filing of a claim, petition or other pleading in a court of competent jurisdiction and retaining its own counsel to defend against a third-party claim with all of the costs including court, disposition, travel and attorney fees of such defense to be added to the claim against the indemnifying Party. An indemnifying Party may not settle a third-party claim without the consent of the indemnified Party unless the settlement includes a general release in favor of the indemnified Party covering all claims by the third party up to the date of settlement. If the indemnified Party refuses to accept a settlement that includes a general release and imposes no liability on the indemnified Party, the indemnifying Party may pay the settlement amount the third-party claimant agreed to accept and shall thereafter be released from any further indemnification obligation.

8. CONSTRUCTION/INTERPRETATION/DRAFTING RESPONSIBILITY: The headings are for the convenience of the Parties and shall not be considered in determining the meaning or effect of any provisions. The word "including" is not intended to be limiting and shall be deemed to mean "including without limitation." The word "or" is not exclusive. The word "days" shall mean "calendar days" unless otherwise stated. The Parties agree that no Party shall be deemed to have drafted this SSA.

9. ENFORCEMENT AND DAMAGES: Each Party shall, except as otherwise limited by provisions of this SSA, have and enjoy all rights provided by law and equity for recovery of damages for breach of this SSA by the other Party or to enforce specific performance of this SSA. **Claims for damages will be strictly limited to actual, and not consequential, damages.**

10. FEES AND EXPENSES: Except as otherwise specified herein, each Party shall bear its own expenses incurred in connection with the authorization, preparation, negotiation, execution and performance of this SSA including all fees and expenses of attorneys, accountants and agents.

11. WAIVER: No waiver, whether express or implied, by one Party of any default of the other Party under this SSA shall be construed to be a waiver of any future or subsequent default or a waiver of that right or any other of the rights of the non-defaulting Party under this

SSA.

12. GOVERNING LAW, VENUE, TRIAL BY JUDGE:

(a) This SSA shall be construed to be consistent with the rules, policies and orders of the FCC to the maximum extent possible. Except to the extent governed by FCC or other federal law, this SSA shall be deemed to have been entered into within the State of California and to be governed by the laws of the State of California applicable to transactions conducted entirely within that state and without giving effect to its conflict of laws provisions.

(b) 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. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party. The state and federal courts sitting in California shall have jurisdiction over the interpretation of this Agreement or with regard to any dispute arising under this Agreement. The venue for any such action concerning this Agreement will be in the County of Los Angeles and state of California.

(c) Each Party hereby waives trial by jury.

(d) Each Party irrevocably consents to the service of process out of any aforesaid court to any such legal action by: (i) the mailing of copies thereof by registered USPS mail, postage prepaid, to such Party to the address specified herein or as appropriately amended, such service to become effective upon receipt or (ii) by Notice in accordance with Section 15 hereof; *provided, however*, that nothing in this Section shall diminish or otherwise effect the right of any Party to complete service of legal process by any other method permitted by relevant law.

13. RELATIONSHIP OF PARTIES: Nothing contained in this SSA shall be deemed to create, and the Parties do not intend it to create, any relationship between them as partners, joint venturers or similar relationships, or any relationship other than that which is consistent with the terms of this SSA. No Party is authorized to, nor shall, act toward third parties or the public in a manner that would indicate any such relationship with the others. No Party shall be, or hold itself out, as the agent of another under this SSA and no Party is authorized to act for the other in any capacity.

14. NOTICES: Any notice, demand or request (the "Notice") given hereunder shall: (a) be in writing and (i) either personally delivered or (ii) sent overnight by a recognized national courier service, signature required, to the appropriate Party at its address set forth below, or at such other address as may be given by Notice hereunder, along with a copy of its tracking number simultaneously sent by electronic mail, and (b) simultaneously with delivery of the Notice to the courier, a copy shall be sent by electronic mail to the email addresses below and or another address as noticed by a Party in accordance with this Section.

If to KJLA:

KJLA, LLC
2323 Corinth Avenue
Los Angeles, California 90064
Attention: Mr. Francis X. Wilkinson
Tel. No.: 310-943-5288
Email: fwilkinson@kjla.com

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

Thompson Hine LLP
Suite 700
1919 M Street, N.W.
Washington, D.C. 20036
Attention: Barry A. Friedman, Esq.
Email: barry.friedman@thompsonhine.com

If to NYSCH:

New York Spectrum Holding Company, LLC
Attn: Michael Do
Address: 12020 Sunrise Valley Drive
Reston VA 20191
Title: COO
Tel. No.: 571-471-8806
Email: michael.do@nybbsat.com

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

W. Theodore Pierson, Jr.
1250 South Washington St.
Unit 420
Alexandria, VA 22314
Tel. No. 202-365-8051
Email: ted.pierson@nybbsat.com

15. **ASSIGNMENT OF RIGHTS:** Neither this SSA nor any of the rights created by this SSA shall be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld *provided* that the assigning Party promptly delivers to the other Party a written agreement from the assignee agreeing to abide by all of the terms of this SSA; *provided, nonetheless*, that any Party may assign this SSA to a parent, subsidiary or Affiliate without prior consent of the other Parties; *provided further* that assignor timely notifies the other Party of such assignment having been made. For purposes of this SSA an "Affiliate" shall mean any entity controlling or under common control with a Party with which it is

Affiliated.

16. COUNTERPARTS: This SSA may be executed in any number of counterparts (including electronic transmissions), each of which, when executed and delivered to the other Party, shall be considered an original, and all of which counterparts shall constitute one and the same fully executed instrument.

17. CONFIDENTIALITY: The Parties shall keep the existence, terms and conditions of this SSA strictly confidential and shall not disclose such information to any third party not in privity with the disclosing Party without prior permission in writing from the other Party, except as required by law or FCC rule. Each Party shall ensure that each of its employees, consultants and agents understands and agrees to abide by terms of this Section. The provisions of this Section shall survive termination of this SSA.

18. SEVERABILITY: If a judicial forum with jurisdiction or the FCC declares by final order, which is not being reviewed and the time for review has passed, that any provision of this SSA may not be enforced or is declared invalid, then that provision, unless it creates a material loss to either Party, shall be stricken and not enforced but only to the minimum extent necessary to permit compliance with the judicial decree or law and all other provisions of this SSA shall remain in full force and effect.

19. ENTIRE SSA, AMENDMENT, BINDING EFFECT: This SSA and all and all documents and certificates to be delivered by the Parties pursuant to this SSA collectively represent the entire understanding between the Parties concerning this subject matter and supersede all other understandings or station services agreements between them concerning the subject matter whether or not in writing. This SSA cannot be amended or modified except by a writing executed by and exchanged between both Parties. This SSA shall be binding upon the Parties, their successors and permitted assigns.

20. CONFLICT: In the event of a conflict between the provisions of this SSA and the CSA Agreement, the provisions of the CSA Agreement shall govern.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the Parties, intending to be bound, have executed this Station Services Agreement as of the date indicated above.

KJLA, LLC

By: Francis X Wilkinson
Name: FRANCIS X WILKINSON
Title: EVP General Mgr. KJLA TV

NEW YORK SPECTRUM HOLDING COMPANY, LLC

By: _____
Name: Michael Do
Title: Chief Operating Officer

4819-3843-5460

Initials:
KJLA _____
NYSHC _____

IN WITNESS WHEREOF, the Parties, intending to be bound, have executed this Station Services Agreement as of the date indicated above.

KJLA, LLC

By: Francis X Wilkinson
Name: FRANCIS X WILKINSON
Title: EVP General Mgr. KJLA TV

NEW YORK SPECTRUM HOLDING COMPANY, LLC

By: Michael Do
Name: Michael Do
Title: Chief Operating Officer

4819-3843-5460

Initials:
KJLA _____
NYSHC MD

EXHIBIT 3

DECLARATION

I, Francis Wilkinson, do hereby declare and state under penalty of perjury as follows:

1. I am the Vice President of KJLA, LLC ("KJLA"), the licensee of low power television station KSGA-LD, Los Angeles, California. KJLA has filed a displacement modification application for KSGA-LD in LMS File No. 0000052735.

2. KJLA has entered into an understanding (the "Agreement") with New York Spectrum Holdings Company, LLC ("NYSHC"), which has filed a displacement modification application for its low power television station KVHD-LD, Los Angeles, California (LMS File No. 0000054274), which is mutually exclusive with the KSGA-LD displacement application. The terms and conditions of the Agreement, involving a proposed channel sharing arrangement, are incorporated in the Joint Request for Approval of Agreement (the "Joint Request") and related Station Services and Channel Sharing Agreements, all of which are, simultaneously herewith, being provided to the Commission. Approval of the Joint Request is in the public interest because such action will resolve the mutual exclusivity among the two displacement applications, conserve Commission resources in connection with competitive bidding, and allow both parties to continue to provide broadcast service to the Los Angeles, California television market through the transmission of their respective low power television stations.

3. The documents being provided represent the only agreement, written or oral, between or among the parties to the Agreement.

4. KJLA's application was not filed for the purpose of reaching or carrying out the Agreement or any other agreement with any party.

5. Except as expressly set forth in the Agreement, neither KJLA nor its principals has paid or promised payment of any money or other consideration to NYSHC in connection with the resolution contemplated hereby.

Executed at Los Angeles, California on this 7th day of January, 2019.

Francis Wilkinson

DECLARATION

I, Michael Do, do hereby declare and state under penalty of perjury as follows:

1. I am the Chief Operating Officer of New York Spectrum Holding Company, LLC ("NYSHC"), the licensee of low power television station KVHD-LD, Los Angeles, California. NYSHC has filed a displacement modification application for KVHD-LD in LMS File No. 0000054274.

2. NYSHC has entered into an understanding (the "Agreement") with KJLA, LLC ("KJLA"), which has filed a displacement modification application for its low power television station KSGA-LD, Los Angeles, California (LMS File No. 0000052735), which is mutually exclusive with the KVHD-LD displacement application. The terms and conditions of the Agreement, involving a proposed channel sharing arrangement, are incorporated in the Joint Request for Approval of Agreement (the "Joint Request") and related Station Services and Channel Sharing Agreements, all of which are, simultaneously herewith, being provided to the Commission. Approval of the Joint Request is in the public interest because such action will resolve the mutual exclusivity among the two displacement applications, conserve Commission resources in connection with competitive bidding, and allow both parties to continue to provide broadcast service to the Los Angeles, California television market through the transmission of their respective low power television stations.

3. The documents being provided represent the only agreement, written or oral, between or among the parties to the Agreement.

4. NYSHC's application was not filed for the purpose of reaching or carrying out the Agreement or any other agreement with any party.

5. Except as expressly set forth in the Agreement, neither NYSHC nor its principals has paid or promised payment of any money or other consideration to KJLA in connection with the resolution contemplated hereby.

Executed at Reston, Virginia on this 8th day of January, 2019.

Michael Do