

CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT

THIS CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT (this “Agreement”) is made as of February 7, 2019 (the “Execution Date”) between KRCA Television LLC and its wholly-owned subsidiary, KCRA License LLC (together “KRCA License”) and New York Broadband LLC and commonly-owned affiliate, New York Spectrum Holding Company LLC (together “NYSHC”).

Recitals

A. KRCA License owns and operates the following television broadcast station, including its primary and all multicast streams (“W17DG-D”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

W17DG-D, Miami, Florida (FCC Facility ID No. 4332)

B. NYSHC owns and operates the following television broadcast station, including its primary and all multicast streams (“WTXI-LD”) pursuant to licenses issued by FCC:

WTXI-LD, Miami, FL, (FCC Facility ID No. 168482)

C. W17DG-D is currently licensed to operate on RF channel 17. As a result of the forthcoming reorganization of broadcast television stations, W17DG-D has been or will be displaced. On May 10, 2018, KRCA License filed a Displacement for LPTV Station Application with the FCC, File Number 0000053955, seeking authority to relocate W17DG-D’s operations to RF channel 18 (the “W17DG-D Displacement Application”).

D. WTXI-LD is currently licensed to operate on RF channel 33. As a result of the forthcoming reorganization of broadcast television stations, WTXI-LD has been or will be displaced. On April 20, 2018, NYSHC filed a Displacement for LPTV Station Application with the FCC, File No. 0000053159, seeking authority to relocate WTXI-LD’s operations to RF channel 18 (the “WTXI-LD Displacement Application”).

E. The FCC determined in *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window*, Public Notice, DA 18-1108 (rel. Oct. 30, 2018), that W17DG-D Displacement Application and the WTXI-LD Displacement Application are mutually exclusive and assigned them to MX Group MX71.

F. KRCA License and NYSHC desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing channel sharing of low power television stations and any other FCC orders or public notices relating to the Incentive Auction and channel sharing (collectively, the “Channel Sharing Rules”) to operate W17DG-D and WTXI-LD, respectively, on a shared 6 MHz channel (the “Shared Channel”) to be operated by KRCA License on facilities substantially similar to those proposed in the W17DG-D Displacement Application and on the terms set forth in this Agreement.

G. Concurrently herewith, KRCA License and NYSHC have entered a Settlement Agreement setting forth the terms of their resolution of their mutual exclusivity in MX Group MX71 (the “Settlement Agreement”).

Agreement

NOW, THEREFORE, taking the foregoing recitals into account and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: COMMENCEMENT

1.1. Term. The term of this Agreement (the “Initial Term” and, together with any extension in accordance with the terms hereof, the “Term”) will begin on the date of this Agreement and will continue in perpetuity unless earlier terminated in accordance with this Agreement.

1.2. Commencement of Shared Operations.

(a) The parties shall cooperate to transition to the location proposed in the W17DG-D Displacement Application (as may change from time to time, the “Transmitter Site”) using such other equipment necessary for channel sharing by KRCA License and NYSHC in the operation of their respective stations broadcasting on the Shared Channel (as modified or replaced from time to time, the “Shared Equipment,” and together with the Transmitter Site, the “Transmission Facilities”). Each party shall begin broadcasting from the Shared Channel and the Transmission Facilities on a mutually agreeable date to be reasonably determined by the parties following FCC final non-reviewable approval of this Agreement and issuance of the CP (as defined in Section 1.3(a)), the “Sharing Commencement Date”). Any changes in the Transmitter Site following the relocation by WTXI-LD to the location specified in the W17DG-D Displacement Application shall be by mutual agreement between the parties. For the avoidance of doubt, the failure by one party to begin operating from the Transmission Facilities shall not preclude the other party from operating from the Transmission Facilities.

(b) Subject to Section 3.4, the parties shall share on an equal basis all out-of-pocket costs and expenses reasonably necessary to modify the Transmission Facilities for shared use under this Agreement, provided that, unless expressly set forth in this Agreement, any modification of the Transmission Facilities, or installation of equipment at the Transmission Facilities, shall be conducted only with the consent of, and under the supervision of, KRCA License.

1.3. FCC Filings.

(a) Within five (5) business days after the FCC first communicates its approval of the Settlement Agreement, either through direct communications with the parties or by public notice, (i) NYSHC shall file with the FCC and thereafter diligently prosecute a minor modification application for a construction permit for WTXI-LD in order to implement this

Agreement (the “CP”) (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information as mutually determined); and (ii) to the extent necessary, KRCA License shall amend and thereafter diligently prosecute the W17DG-D Displacement Application to include a copy of this Agreement with appropriate redactions of confidential information as mutually determined. Each party shall furnish the other with such information and assistance as reasonably necessary in connection with the preparation of the aforementioned applications (or the covering license applications). All costs and FCC filing fees (if any) associated with the aforementioned applications shall be paid by the filing party. Neither party shall take any action that would reasonably be expected to result in the dismissal of the FCC application for the CP or the covering license application. The parties shall cooperate in good faith to prepare, submit, and prosecute any other applications with the FCC that may be necessary to implement the sharing arrangement contemplated by this Agreement, including without limitation license applications for the Shared Channel.

(b) Within ten (10) days after the Sharing Commencement Date, NYSHC shall file and thereafter diligently prosecute a license application to cover the CP, and, to the extent necessary, KRCA License 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.

1.4. Payments. As sole consideration for the rights to use the Shared Channel as provided under this Agreement, the parties shall each pay their respective share of all costs for operating the Shared Channel as set forth in *Section 3.4*.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, from and after the Sharing Commencement Date, KRCA License and NYSHC shall share the 6 MHz Shared Channel (or 19.39 Megabits per second (“Mb/s”) as allocated under the current ATSC 1.0 system) in accordance with the allocation set forth on *Schedule 2.1*. KRCA License 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, KRCA License and NYSHC may implement a single common encoding pool.

2.3. Technical Changes.

(a) Mandatory Changes. In the event that the FCC requires new standards of modulation or other technical or other modifications to the operation of the Transmission Facilities or the Shared Channel, the parties will timely make any such modifications in compliance with such requirements established by the FCC. NYSHC shall be responsible for its pro rata share of the reasonable out-of-pocket costs to implement such mandatory modulation or technical changes (in accordance with the then-current capacity allocation). In the event that such changes alter the available bandwidth on the Shared Channel, KRCA License and NYSHC will cooperate to divide the available bandwidth following such modifications consistent with the capacity allocation prior to the modifications.

(b) New Transmission Technologies. Except for mandatory changes required by the FCC (which shall be treated in accordance with Section 2.3(a)), KRCA License shall not adopt, deploy or implement any new transmission systems or new technical standards, including without limitation the new modulation standard or transmission technology currently known within the television industry as ATSC 3.0 ("ATSC 3.0 Upgrade"), for the Shared Channel without NYSHC's prior written consent, *provided, however*, that beginning three (3) years' following the execution of this Agreement, KRCA License may complete the ATSC 3.0 Upgrade: (i) after WGEN-TV has commenced broadcasting exclusively using the ATSC 3.0 standard; and (ii) upon no less than six (6) months' written notice to NYSHC. 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 KRCA License and NYSHC, with the cost of such ATSC 3.0 Upgrade to be shared in accordance with Section 3.4(a).

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 KRCA License 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 station or the Shared Channel.

2.5. Transmissions. Each of KRCA License and NYSHC shall be responsible, at its sole expense, for transmitting its station's programming in a broadcast-ready final format to the Transmitter Site or other receive site reasonably designated by KRCA License. KRCA License may encode, compress or modulate NYSHC's content as required to statistically multiplex together the parties' content streams using the parameters set forth in this Agreement, provided that KRCA License shall not otherwise alter the content provided by NYSHC and the content

transmitted on the spectrum allocated to NYSHC shall be treated in substantially the same manner as the content of KRCA License.

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.

(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. KRCA License 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 affects any such respective responsibilities. Neither party shall use the call letters of the other's television station in any medium, except in correspondence with the FCC related to the performance of this Agreement.

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

(e) Channel Identification. The parties shall determine their respective major and minor channel numbers consistent with the FCC's rules and shall work together in good faith to resolve any conflicts between them.

ARTICLE 3: OPERATIONS

3.1. Transmission Facilities.

(a) Access. To the extent permitted under any applicable tower lease, KRCA License shall provide NYSHC with reasonable access to the Transmitter Site upon reasonable notice twenty-four (24) hours a day, seven (7) days a week for the purposes of allowing NYSHC to implement the terms of this Agreement. NYSHC shall assume all responsibility for any loss, damage, or liability caused by NYSHC's employees or contractors while at the Transmitter Site. KRCA License will use commercially reasonable efforts to ensure that any tower lease for the

Transmitter Site provides NYSHC with access to the Transmission Facilities equal to that of KRCA License.

(b) Facilities.

(i) A list of material items of Shared Equipment as of the date of this Agreement has been prepared and separately agreed to by the parties, and such list may be updated by the parties upon mutual agreement. The Shared Equipment shall include any replacements of such items or additions thereto as mutually agreed by the parties from time to time in accordance with this Agreement. Title to all Shared Equipment owned by KRCA License shall remain with KRCA License, and title to all Shared Equipment owned by NYSHC (if any) shall remain with NYSHC. The shared use under this Agreement does not constitute a conveyance of title.

(ii) KRCA License shall operate, maintain and repair the shared Transmission Facilities in accordance with good engineering practices customary in the television industry and shall use commercially reasonable efforts to inform NYSHC by electronic means at least seven (7) calendar days in advance as to all material repairs to the Transmission Facilities that might affect NYSHC's full enjoyment and use of the Transmission Facilities. If at any time the Shared Channel is off the air or operating at a reduced power level, KRCA License shall use commercially reasonable efforts and endeavor in good faith to return the Shared Channel to the air and restore power as promptly as possible.

(c) Exclusive Equipment. Subject to KRCA License's consent, not to be unreasonably withheld, NYSHC may install equipment owned solely by it at the Transmitter Site. Each party shall, at its own expense, maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with past practice. Title to all such equipment solely owned by a party shall remain with such party. For the avoidance of doubt, it shall be presumptively reasonable for NYSHC to use the same amount of space at the Transmitter Site for equipment solely owned by NYSHC as KRCA License uses for equipment solely owned by KRCA License.

(d) Operations. Each of KRCA License and NYSHC shall:

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

(ii) use the Transmission Facilities only for the operation of its television station set forth in the recitals 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, sufficient insurance with respect to its use of the Transmission Facilities and operations from the Transmitter Site during the Term and shall (1) name the other broadcaster as an additional insured under such policies and (2) provide thirty (30) days prior written notice of any cancellation, reduction of amounts payable, or any changes or amendments thereto; 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 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. During the Term, 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) Repair Rights. In the event of a material breach by KRCA License of its obligations with respect to the Transmission Facilities, and failure to cure upon reasonable notice thereof by NYSHC, NYSHC shall have the right to undertake itself any necessary maintenance or repairs, and KRCA License shall promptly (and in any event within thirty (30) days after invoice) reimburse NYSHC for all expenses incurred by NYSHC.

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

(i) Hazardous Materials. Each of KRCA License and NYSHC 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 of KRCA License and NYSHC shall use commercially 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 non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

3.4. Expenses.

(a) Operating and Capital Costs. The expenses of operating the Shared Channel and the Transmission Facilities and the capital costs shall be paid as set forth on *Schedule 3.4*.

(b) Sole Costs of Each Party. Each of KRCA License and NYSHC shall be solely responsible for (i) costs for any necessary link between its station's studio site and the site from which W17DG-D transports its signal to the Transmitter Site for broadcast on the Shared Channel, (ii) all Expenses (as defined in *Schedule 3.4*) related to any equipment solely owned by it and located at the Transmitter Site and (iii) all of its expenses not related to the Transmission Facilities. NYSHC shall be responsible for delivery of WTXI-LD's feed to the Transmission Facilities and to cable headends to which it desires delivery (if applicable).

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 address such issues independently or otherwise 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.

3.6. Representations and Warranties.

(a) KRCA License Representations. KRCA License represents and warrants to NYSHC that: (i) it has obtained all FCC and other material governmental agency approvals necessary for its operations on W17DG-D as currently operated by it, (ii) its ownership and

operation of W17DG-D complies with the FCC rules, regulations and policies and other applicable laws in all material respects and (iii) the FCC license for W17DG-D has not expired or been cancelled.

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

ARTICLE 4: INDEMNIFICATION

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

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

4.3. Liability. In no event shall 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, which shall not unreasonably be withheld. 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 written notice of such breach or default. For purposes of this Agreement, a material breach or default under this Agreement shall be defined as a breach of a material obligation of a party under this Agreement that (i) results in a fundamental impairment of a party's ability to broadcast its programming on the Shared Channel 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 rights for the full 6 MHz Shared Channel shall revert to the non-breaching party.

(b) 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, if applicable, by a final FCC order (as defined below), then simultaneously therewith that party's spectrum usage rights for the full 6 MHz Shared Channel shall revert to the other party and this Agreement shall terminate. In such event, the parties shall make and 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. An FCC order shall be final upon the earlier of the date that: (i) the time to seek reconsideration or judicial review of such order by a party or the FCC has passed and no reconsideration or judicial review has been requested or ordered; or (ii) the party has exhausted all available remedies for review at the FCC and in any court of competent jurisdiction.

(c) Convenience. Either party may terminate this agreement at any time and for any reason upon ninety (90) days written notice to the other party. In such event, the non-terminating party shall retain all rights to use the full 6 MHz Shared Channel and the terminating party shall take no action to cause technical interference with the non-terminating party's use thereof. In such event, the parties shall make and 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) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4, Sections 5.1, 6.1 and 6.9 and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

(e) Surrender of Facilities. Within fifteen (15) days after a termination of this Agreement pursuant to Section 5.1(a)-(d) becomes effective, 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 its share of the fair market value of the Shared Equipment taking into account reasonable wear and tear and depreciation since its acquisition and any amount already paid by the surviving party for that equipment pursuant to Section 3.4.

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

5.3. Remedies Cumulative. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

ARTICLE 6: MISCELLANEOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their respective businesses and properties that is disclosed in connection with the negotiation, execution or 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 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. Notwithstanding anything to the contrary herein, the parties acknowledge that NYSHC will be required to submit this Agreement (with redactions agreed to by the parties) with its application for the CP. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each party represents and warrants to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state of Florida, (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 NYSHC, KRCA License shall assign this Agreement to any FCC-approved assignee or transferee of W17DG-D, who shall assume this Agreement in a writing delivered to NYSHC, effective upon consummation of such assignment or transfer. Upon prior written notice to KRCA License, NYSHC shall assign this Agreement to any FCC-approved assignee or transferee of WTXI-LD, who shall assume this Agreement in a writing delivered to KRCA License, effective upon consummation of such assignment or transfer. In all cases, the assigning party shall provide at least 30 days written 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. No assignment shall relieve any party of any obligation or liability under this Agreement unless and to the extent that the assignee is an FCC-approved licensee. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

6.4. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules and published policies of the FCC. If any court or governmental authority holds any provision of this Agreement invalid, illegal, or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, 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 (in the case of delivery by overnight courier, an email copy shall be sent 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 KRCA License:

Liberman Television LLC
1845 Empire Avenue
Burbank, CA 91504
Telephone: (818) 563-5722
Facsimile: (818) 729-5678
email: whorton@lbimedia.com

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

Kathleen Kirby
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
kkirby@wileyrein.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
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 New York.

6.7. Issue Resolution Process.

(a) Resolution of Operational Matters. In the event of any dispute, controversy, or claim relating to any matter requiring mutual agreement of the parties under Section 1.2(a), 1.3(a), 2.3(b), or 3.1(b) (an “Operational Matter”), the Parties shall consult and negotiate in good faith with each other and attempt to reach a solution satisfactory to the parties. If the issue remains unresolved for a period of thirty (30) days, then the parties may elect to 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 (an “Industry Neutral”) to propose a fair and binding resolution as to such Operational Matters, with the cost of such Industry Neutral to be split evenly between the parties. The Industry Neutral shall make such proposal concerning any unresolved Operational Matters within a reasonable time, but in any event within thirty (30) days of being advised by the parties that they are at an impasse as to such Operational Matter(s). Each of the parties agrees that it will accept the Industry Neutral’s proposal in such circumstances.

(b) Resolution of Contract Disputes. In the event of any dispute, controversy, or claim under this Agreement and not governed by Section 6.7(a), the parties shall consult and negotiate in good faith with each other and attempt to reach a solution satisfactory to the parties. If the issue remains unresolved for a period of thirty (30) days, then either party may elect to submit the disputed matter to an Industry Neutral to serve as a mediator, with the cost of such mediation to be split evenly between the parties. If the issue still remains unresolved thirty (30) days after the commencement of mediation, then either party may commence an action in a court of competent jurisdiction located in Miami-Dade County, Florida to resolve the dispute. For the avoidance of doubt, nothing in this paragraph shall interfere with the right of either party to seek specific performance at any time pursuant to Section 5.2.

(c) Selection of Industry Neutral. In the event that the selection of an Industry Neutral becomes necessary, the parties shall work together in good faith to identify a mutually agreeable Industry Neutral. If the parties cannot agree on an Industry Neutral after a period of five (5) days, then each party shall designate a member of the Federal Communications Bar Association (or any successor or complementary organization primarily consisting of attorneys

in the United States communications bar) and such designees shall, within five (5) additional business days, prepare a list of three potential Industry Neutrals to be contacted by the parties in the order suggested by the designees.

6.8. Information. 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 written notice of such proceeding to the other party and 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 to this Agreement. 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) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. Neither party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may be executed in separate counterparts.

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

KCRA TELEVISION LLC

By: 

Name: WINDSOR HORTON
Title: COO

KCRA LICENSE LLC

By: 

Name: WINDSOR HORTON
Title: COO

NEW YORK SPECTRUM HOLDING COMPANY
LLC

By: 

Name: Michael Do
Title: Chief Operating Officer

Schedule 2.1
Capacity Allocation

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

- (i) 50% to W17DG-D, and
- (ii) 50% to WTXI-LD,

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

Statistical multiplexing or "Stat Mux" shall be used by KRCA License 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 3.4
Expenses

- (A) Each party shall pay a pro rata share of the reasonable expenses to maintain and operate the Transmission Facilities for the Shared Channel, including operating and capital expenses (the “Expenses”), in an amount proportionate to its share of the Capacity Allocation as set forth in *Schedule 2.1*. For avoidance of doubt “reasonable” shall be defined as expenditures that are similar to the standard expenditures for comparable low power television stations.
- (B) Twenty (20) business days prior to the start of each quarter, KRCA License shall notify NYSHC of the proposed Expenses for that quarter (the “Expense Notification”). The proposed Expenses for the first Quarter of each year shall include an estimate of Expenses for the entire year. Any disagreements regarding the proposed Expenses shall be resolved in accordance with Section 6.7. *provided, however*, that NYSHC shall be required to make all payments required under Paragraph C below while any dispute is pending (with any over-payment to be adjusted within twenty (20) business days of resolution of the dispute).
- (C) NYSHC shall pay to KRCA License NYSHC’s share of any expenses identified in the Expense Notification prior to first day of the quarter for which those Expenses are expected to be incurred. Within twenty (20) business days of the end of each calendar year, KRCA License shall provide NYSHC 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 twenty (20) business days.
- (D) Any amounts due 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. KRCA License shall send an invoice for unpaid expenses including the interest due.