

CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT

THIS CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT (this “Agreement”) is made as of September 26th, 2023 (the “Execution Date”) between Venture Technologies Group, LLC, a Delaware limited liability company (“VTG”) and New York Spectrum Holdings Company, LLC, a Delaware limited liability company (“NYSHC”) (each individually a “Party” and collectively the “Parties”).

Recitals

A. VTG owns and operates the following digital low power television broadcast station, including its primary and all multicast streams (“Host Station”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

KRMV-LD, Walnut, California (FCC Facility ID No. 129618)

B. NYSHC owns and operates the following digital low power television broadcast station, including its primary and all multicast streams (“Guest Station”) pursuant to licenses issued by FCC:

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

C. VTG and NYSHC desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing channel sharing, including but not limited to 47 C.F.R. § 74.799, and any other FCC orders or public notices relating to the Incentive Auction and channel sharing (collectively, the “Channel Sharing Rules”) to operate Host Station and Guest Station on a shared 6 MHz channel (the “Shared Channel”) to be operated by VTG on the terms set forth in this Agreement.

Agreement

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

ARTICLE 1: COMMENCEMENT

1.1. Term. The term of this Agreement (the “Term”) will begin on the Execution Date and will terminate at 11:59 p.m. on the 365th day following the Execution Date.

1.2. Shared Operations.

(a) Following the execution of this Agreement, NYSHC will file an application with the FCC for a minor modification of its licensed facility (the “CP Application”)

to allow Guest Station to channel share with Host Station using the parameters set forth in Host Station's FCC low power television broadcast license (the "Host Station License").

(b) The Parties will operate from a shared location as set forth in the Host Station License (as may change from time to time, the "Transmitter Site") using such other equipment necessary for channel sharing by the Parties 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").

(c) 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, VTG.

(d) The parties will commence channel sharing pursuant to this Agreement on a mutually agreeable date following the FCC grant of the CP Application authorizing Guest Station to begin channel sharing with Host Station (the "Sharing Commencement Date"). The Sharing Commencement Date shall be no later than September 27, 2023, provided that the FCC shall have granted the CP Application by that date.

1.3. FCC Filings.

(a) Within ten (10) days after the Sharing Commencement Date: (i) NYSHC shall file and thereafter diligently prosecute a license application to cover the CP (the "Sharing License App"); and (ii) VTG shall, to the extent necessary, file a modification of license for the Shared Channel (the "License Modification App"). All costs and FCC filing fees (if any) associated with the aforementioned applications shall be paid by the filing Party and such costs shall be the Sole Costs of such party pursuant to Section 3.4(b).

(b) Each Party shall furnish the other with such information and assistance as reasonably necessary in connection with the preparation of the aforementioned applications. Neither Party shall take any action that would reasonably be expected to result in the dismissal of the Sharing License App or the License Modification App. 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.

(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 neither 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 consideration for the right to use the Shared Channel as provided under this Agreement, NYSHC shall pay VTG the amount set forth in *Schedule 1.4* (the “Sharing Fee”).

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, from and after the Sharing Commencement Date, the Parties 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*. VTG may change the allocation of bandwidth set forth on *Schedule 2.1* at any time, in its sole discretion, 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, the Parties 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. Each Party 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, the Parties 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)), neither Party shall 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 the prior written consent of the other Party, *provided, however*, that VTG may complete the ATSC 3.0 Upgrade: (i) if more than half of the full power television stations in the Los Angeles Designated Market Area are transmitting using the ATSC 3.0 standard; and (ii) upon no less than six (6) months’ written notice to the other Party. 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 and meet generally accepted industry standards, with the cost of such ATSC 3.0 Upgrade to be shared by all of the Parties 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 another's use of capacity on the Shared Channel or the Transmission Facilities. VTG 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 an adverse effect on any other Party's station or the Shared Channel. For the avoidance of doubt, NYSHC shall not enter into any additional channel sharing or sub-sharing agreements within its allocated capacity on the Shared Channel.

2.5. Transmissions. Each Party 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 VTG. VTG 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 VTG shall not otherwise alter the content provided by any other Party and the content transmitted on the spectrum allocated to any other Party shall be treated in substantially the same manner as the content of VTG.

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. Each Party 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 others' television station(s) 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 others 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 others 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. NYSHC shall not use PSIP channel 32 for Guest Station without first obtaining the written consent of VTG.

ARTICLE 3: OPERATIONS

3.1. Transmission Facilities.

(a) Access. To the extent permitted under any applicable tower lease, VTG shall provide NYSHC with reasonable access to the Transmitter Site twenty-four (24) hours a day, seven (7) days a week for the purpose of implementing the terms of this Agreement. Each Party shall assume all responsibility for any loss, damage, or liability caused by its employees or contractors while at the Transmitter Site. Notwithstanding the foregoing, and except as provided in Section 3.1(f), NYSHC shall not access the Transmitter Site without the prior approval of VTG, which shall not unreasonably be withheld.

(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 any Party shall remain with that Party. Title to any Shared Equipment acquired after the execution of this Agreement shall be in the name of VTG, subject to the terms of this Agreement. The shared use under this Agreement does not constitute a conveyance of title.

(ii) VTG 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, VTG 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 VTG'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.

(d) Operations. Each Party shall:

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

(ii) use the Transmission Facilities only for the operation of its Station as 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, 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

(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 reasonable, 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 Parties 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) Repair Rights. In the event of a material breach by VTG of its obligations with respect to the Transmission Facilities, and failure to cure upon reasonable notice thereof, NYSHC shall have the right to undertake itself any necessary maintenance or repairs, and VTG shall promptly (and in any event within thirty (30) days after invoice) reimburse NYSHC for all expenses reasonably incurred by NYSHC.

(g) Contractors. All contractors and subcontractors of any Party who performs 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 California in commercially reasonable types and amounts.

(h) 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 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 the responsibility of VTG. For the avoidance of doubt, unless expressly stated in this Agreement, the Sharing Fee shall be inclusive of all operational and capital costs for to the Shared Channel.

(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 site from which Host Station transports its signal to 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 and (iii) all of its expenses not related to the Transmission Facilities. Each Party shall be responsible for delivery of its signal directly to any cable headends (if applicable).

3.5. Representations and Warranties.

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

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

Station complies with the FCC rules, regulations and policies and other applicable laws in all material respects and (iii) the FCC license for Guest Station 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; and (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement. 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 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. Liability. In no event shall a 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 as to any breaching Party by written notice to the other Party (the "Breach Notice") in the event of a material breach of or default under this Agreement which is not cured within ninety (90) days after receipt by the breaching party of the Breach Notice. 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 following the date the termination becomes effective 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. In the event of a termination pursuant to this Section 5.1(a), NYSHC shall cease its use of the Shared Channel and, if VTG is the breaching Party, VTG shall refund a pro-rata share of the Sharing Fee to NYSHC.

(b) Loss of License. If NYSHC'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, a final FCC order (as defined below), then simultaneously therewith NYSHC's spectrum usage rights for the full 6 MHz Shared Channel shall revert to VTG 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 VTG 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 NYSHC or the FCC has passed and no reconsideration or judicial review has been requested or ordered; or (ii) NYSHC has exhausted all available remedies for review at the FCC and in any court of competent jurisdiction.

(c) Convenience. Each Party may terminate this Agreement under the following circumstances: (i) VTG may terminate this Agreement if the FCC has not granted the CP Application by September 27, 2023; (ii) NYSHC may terminate this agreement at any time and for any reason. In the event of a termination pursuant to this Section 5.1(c), VTG shall retain all rights to use the full 6 MHz Shared Channel and NYSHC shall take no action to cause technical interference with VTG'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 VTG 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, Articles 4 and 5, Sections 6.1, 6.7, 6.8, 6.10, 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 any termination of this Agreement under Section 5.1(a)-(c) becomes effective or immediately upon expiration of the Term, NYSHC 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 VTG all keys and other means of entry to the Transmitter Site.

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. Neither 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 they will be required to submit this Agreement (with redactions agreed to by the Parties) with their applications for the CPs and/or Shared Channel licenses. 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 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.

(a) Upon prior written notice to NYSHC, VTG shall assign this Agreement to any FCC-approved assignee or transferee of Host Station, who shall assume this Agreement in a writing delivered to NYSHC, effective upon consummation of such assignment or transfer.

(b) Upon prior written consent of VTG, which VTG may withhold in its sole discretion, for any reason or for no reason at all, NYSHC shall assign this Agreement to any FCC-approved assignee or transferee of Guest Station, who shall assume this Agreement in a writing delivered to VTG, effective upon consummation of such assignment or transfer.

(c) The terms of this Agreement shall bind and inure to the benefit of the Parties' respective successors and any permitted assigns. No assignment shall relieve any Party of any obligation or liability under this Agreement 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.

6.5 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 neither 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.

6.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed 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 VTG:

VENTURE TECHNOLOGIES GROUP, LLC
Attn: Lawrence Rogow
150 S Arroyo Pkwy #103
Pasadena, CA 91105
E-mail: rogow@ventechgroup.com

and to (which shall not constitute notice)

Joan Stewart
Wiley Rein LLP
2050 M Street NW
Washington DC 20036
Email: jstewart@wiley.law

If to NYSHC:

Paul J. Feldman, Esq.
Fletcher, Heald & Hildreth
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
Email: feldman@fhhlaw.com

6.7. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California.

6.8. Issue Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, the Parties shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the Parties through consultations among their respective senior executives. If the issue remains unresolved for a period of sixty (60) 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 to serve as a non-binding mediator, with the costs of such third party mediator to be split equally between the Parties. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The Parties shall use reasonable best efforts to obtain a determination from the arbitrator within ninety (90) days of the commencement of the arbitration. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. EACH OF BUYER AND SELLER HEREBY WAIVES (ON BEHALF OF ITSELF AND ITS AFFILIATES), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY. The prevailing party in an arbitration 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.

6.9. 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.

6.10. Miscellaneous. This Agreement may not be amended except in a writing executed by each Party. 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, except for Section 3 of the Settlement Agreement, which shall remain binding. 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.

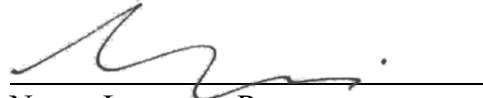
[SIGNATURE PAGE FOLLOWS]

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.

VENTURE TECHNOLOGIES GROUP, LLC

By:



Name: Lawrence Rogow

Title: Manager

NEW YORK SPECTRUM HOLDINGS
COMPANY, LLC

By:

Name:

Title:

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.

VENTURE TECHNOLOGIES GROUP, LLC

By: _____
Name: Lawrence Rogow
Title: Manager

NEW YORK SPECTRUM HOLDINGS
COMPANY, LLC

A handwritten signature in black ink, appearing to read 'Lawrence Rogow', written over a horizontal line.

By: _____
Name:
Title:

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:

VTG shall provide NYSHC with at least the minimum bandwidth on the Shared Channel required for Guest Station to provide one Standard Definition over-the-air program stream at all times.