

## SECOND AMENDMENT TO CHANNEL SHARING AGREEMENT

This Second Amendment to Channel Sharing and Facilities Agreement (“Second Amendment”) is made as of June 8, 2017 by and between Meruelo Television, LLC (“MTV”) and Hero Licenseco LLC (“Hero”).

**WHEREAS**, MTV (as Host) and Hero (as Guest) entered into that certain Channel Sharing Agreement (“CSA”) as of April 21, 2017 as amended by that certain Amendment to Channel Sharing and Facilities Agreement dated May 15, 2017 (the “First Amendment”)(the CSA and the First Amendment are collectively referred to as the “CSA”); and

**WHEREAS**, MTV and Hero wish to modify certain provisions of the CSA;

**NOW, THEREFORE**, in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MTV and Hero hereby amend the CSA as follows:

1. The last sentence of Section 8(a) is deleted and replaced with the following:

“Subject to any restrictions imposed by the owner of Host’s main studio location, and consistent with the terms of the LMA, Host shall provide Guest with access to designated office space at Host’s main studio location at all times during regular business hours as required for Guest to comply with FCC rules and sufficient for Guest to fulfill its obligations and execute its rights under this Agreement.”

2. The last sentence of Section 8(b) is deleted and replaced with the following:

“Guest shall have reasonable access to the Transmission Facilities subject to the terms, conditions, and restrictions imposed on Host by any lease, sublease, or other agreement to which Host is a party that relates to the Transmission Facilities. Guest shall comply with all rules, regulations, or other conditions for access imposed by any landlord or owner of the land or improvements where Transmission Facilities are located. Upon request, Host will provide Guest with the most current version of any lease, sublease, amendment, or rules and regulations thereto placing conditions on Host’s access to the Transmission Facilities which may include, but are not limited to, safety certifications, insurance requirements, limits on days and times of access, or advanced notice of need for access. In no event will Guest have more restrictive access to the Transmission Facilities than Host; provided, however, that Guest notifies Host of its need for access no less than twenty four (24) hours before any notice is required to be given under any lease or sublease, except in case of an emergency that would cause the Station to go off air, in which case notice will be given as soon as reasonably practical under the circumstances but no later than twenty-four (24) hours after Guest has accessed the facilities. The parties acknowledge that Host currently operates the Transmission Facilities under the terms of a sublease. Guest has received a copy of the same, inclusive of all restrictions, rules and

regulations pertaining to access to the Transmission Facilities.”

3. The following is added to Section 18:

“(g) Effect of Termination. Upon termination of this Agreement pursuant to Section 18(b) or if either party gives notice of intent to not extend the Term pursuant to Section 1, then Guest shall have no less than 120 in case of the former and 365 days in case of the latter (each a “Wind Down Period,” as the case may be) to make alternative channel sharing arrangements with a third party, including obtaining necessary approvals from the FCC to relocate Guest’s Station to another channel. During the Wind Down Period, Guest may continue to transmit content on the Shared Channel in a manner otherwise consistent with the terms of this Agreement. Unless otherwise agreed to by the parties, at the end of the Wind Down Period, Guest shall relinquish its spectrum usage rights with respect to the Shared Channel, and all such spectrum usage rights shall revert to Host.

4. Section 21, having been replaced with Section 18(e) in the First Amendment, is deleted and replaced with: “21. Reserved.”

5. The following is added to Exhibit 1, Shared Equipment:

A. Studio

- i. Studio to transmitter link
  - a. MRC Twin stream microwave transmitter
  - b. Andrew 10’ Microwave antenna
- ii. 2x BitCentral Master Control play to air servers
- iii. 2x BitCentral Master Control ingest servers
- iv. Ross NK HD-SDI router
- v. Ross MC1 master control switcher
- vi. Ross NWE-3GA Nielsen watermark generator
- vii. Cobalt 9985 Audio loudness processor

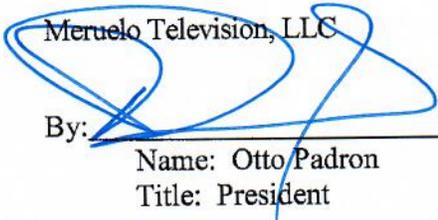
B. Transmitter Site

- i. Transmitter
  - a. Comark Millennium primary transmitter
  - b. Comark Millennium backup transmitter
  - c. Cooling tower
- ii. 2x Comark ATSC 8000 exciters
- iii. Transmission lines
  - a. Andrew TFU-26GTH-R-S180 Antenna
  - b. 200’ Andrew 3 1/8” transmission line
  - c. Mass filter
  - d. Dehydrator
  - e. 2x Andrew 3 1/8 “ coaxial switches

- iv. Studio to transmitter link
  - f. 2x dummy loads
  - a. MRC Twin stream microwave receiver
  - b. Andrew 10' Microwave antenna
- v. Electrical power distribution equipment?
  - a. 2x Staco 300 amp, 480 volt "Q" Voltage regulator
- vi. Transmitter remote control system located at main studio
  - a. Statmon Access Transmitter site
  - b. Statmon Access studio server
- vii. Backup generator
  - a. Supplied by American Tower
- viii. HVAC equipment
  - a. Supplied by American Tower

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

Meruelo Television, LLC

By: 

Name: Otto Padron  
Title: President

Hero Licenseco, LLC

By: 

Name: Robert Behar  
Title: President