

## **CHANNEL SHARING AGREEMENT**

THIS CHANNEL SHARING AGREEMENT ("Agreement") is made as of October \_\_, 2018 between WPMF-Miami, LLC ("WPMF-Miami") and Caribevision Holdings, Inc. ("Caribevision").

### **RECITALS**

A. WPMF-Miami is the licensee of digital Class A television Station WPMF-CD, FCC Facility ID 30129 ("WPMF"), currently operating on Channel 38 and licensed to Miami, Florida;

B. Caribevision is the licensee of low power television Station WFUN-LD, FCC Facility ID 60542, licensed to Miami, Florida ("WFUN"), and whose channel was displaced as a result of the Federal Communications Commission's broadcast spectrum incentive auction; and

C. Caribevision wishes to share the channel occupied by WPMF (the "Shared Channel"), and WPMF-Miami wishes to act as the host for both WPMF and WFUN.

D. WPMF-Miami and Caribevision desire to set forth their agreement with respect to the manner in which the Shared Channel and shared facilities are to be jointly used and operated. Specifically, the parties will operate certain assets, including the transmission equipment located at the existing WPMF transmitter site ("Transmitter Site") and other equipment necessary for channel sharing that will be used by the parties in the operation of their respective television stations broadcasting on the Shared Channel (the "Shared Equipment" as set forth in Schedule 1 attached hereto, and together with the Transmitter Site, the "Transmission Facilities").

E. WPMF-Miami and Caribevision intend for this Agreement, and the related procedures hereunder, to be executed consistent with the requirements of the FCC's Orders and Public Notices in GN Docket No. 12-268 and in ET Docket No. 10-235, including the Report and Order, 27 FCC Red 2626 (2012) ("Channel Sharing Order") and the First Order on Reconsideration and Notice of Proposed Rulemaking, 30 FCC Rcd 6668 (2015) ("First Channel Sharing Reconsideration Order"); and all relevant FCC regulations, including without limitation the FCC regulations adopted at 47 C.F.R. § 73.3700(h), as amended; and any subsequent FCC Orders, Public Notices and rules in these Dockets (collectively the "Channel Sharing Rules").

**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, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

### **AGREEMENT**

1. Term. The term of this Agreement (the “Term”) shall begin on the date of this Agreement and shall continue for one year, unless earlier terminated pursuant to the terms of this Agreement. At the end of the Term, this Agreement shall automatically be extended for one additional one-year term unless either Party notifies the other of its intent not to renew at least 120 days prior to the end of the initial Term.

2. Costs and Consideration.

(a) Costs. WPMF-Miami will bear all costs of acquiring, maintaining, and operating its transmission equipment, including electric power costs, provided, however, that Caribevision will bear all costs associated with modifying the Transmitter Site to allow channel sharing to take place. Caribevision will bear all costs associated with transporting the WFUN signals from its facilities to the Transmission Facilities, including decoding and converting the signals. WPMF-Miami will bear all costs associated with the reception of the WFUN signals, including feeding the WPMF linear encoder with the WFUN OTA virtual channel and call sign or other identification.

(b) Consideration. Upon execution of this Agreement, Caribevision will pay WPMF-Miami the sum of Fifteen Thousand Dollars (\$15,000.00) as a deposit. Then, upon implementation of sharing, Caribevision will pay WPMF-Miami the sum of Fifteen Thousand Dollars (\$15,000.00) per month (“Monthly Payment”) as consideration for channel sharing. Each Monthly Payment thereafter is due on the 1<sup>st</sup> day of each month prior to the month being paid for, or next business day if the 1<sup>st</sup> falls on a weekend or holiday, and shall be made by wire transfer of immediately available funds in accordance with wiring instructions provided by WPMF-Miami. Any payment received later than the 1<sup>st</sup> day of the month (or the next business day if such 1<sup>st</sup> day is a weekend or holiday) shall be assessed an additional 10% late charge. Failure of Caribevision to timely pay the Monthly Payment will be a material breach of this Agreement, and if Caribevision fails to cure such material breach within ten (10) days of the date that payment was due, then WPMF-Miami at its option may terminate the this Agreement by giving written notice to Caribevision.

3. Allocation of Bandwidth and Channels.

(a) Pursuant to the Channel Sharing Rules, the parties wish to share the 6 MHz Shared Channel (or 19.39 Megabits per second (“Mb/s”) as allocated under the current ATSC system) according to the following formula:

(i) sixty six and two-thirds percent (66.67%) of the Mb/s to WPMF

(ii) thirty three and one-third percent (33.33%) of the Mb/s to WFUN

A minimum of 6 megabits per second of throughput will be provided at all times to WFUN, using an encoder on a stack box at all times.

(b) The two entities may change the above allocation of bandwidth (“Capacity

Allocation”) at any time, as they may mutually agree in writing, as long as it complies with FCC requirements and provided 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 (SD) program stream at all times. For purposes of references to channel sharing, Caribevision shall be referred to as the “Guest” and WPMF-Miami shall be referred to as the “Host” and WPMF may be referred to as the “Host’s Station” and WFUN may be referred to as the “Guest’s Station” and collectively, the “Stations”.

(c) WPMF-Miami agrees to make a high definition digital and a standard definition signal stream of WPMF available to Caribevision as follows: WPMF Miami, Florida Channel 38.1 HD, (hereinafter, the “HD Digital Channel”) and Channel 38.2 SD (hereinafter, the “SD Digital Channel”). Caribevision may use the HD Digital Channel and SD Digital Channel to broadcast, in accordance with this Agreement, WFUN’s programming 24 hours per day, seven days per week, except as otherwise provided herein, on virtual channel 48.1 for the high definition digital signal stream and virtual channel 48.2 for the standard definition signal stream. Each digital channel will be not less than 3.2 Mbps of bandwidth.

4. Encoding. The Host and Guest shall each have the right to monitor and audit the Shared Channel’s encoding system to ensure compliance with Section 3 of this Agreement. Both the Host and Guest shall be required to maintain and make available to the other party all records of such encoding upon reasonable written request during normal business hours.

5. Changes to Allocation. In the event that a new standard of modulation is implemented by Host, Host and Guest shall cooperate to divide the available bandwidth on a basis consistent with this Agreement and the Channel Sharing Rules.

6. Commitment to Provide Capacity. Host shall transmit content provided by Guest using the Transmission Facilities. Except as provided herein, Host shall not alter the content provided by Guest; provided however, that Host may: (i) encode, compress and/or modulate the content as required to multiplex together Host and Guest content streams using the parameters agreed to in this Agreement, and (ii) combine the event information table (“EIT”) and other information into a common PSIP format for transmission as agreed to in this Agreement.

7. FCC Licenses.

(a) Authorizations. The parties each respectively represent and warrant to the other that it has obtained all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective station. Both parties shall maintain all such licenses, approvals and authorizations in full force and effect during the Term, provided that WPMF-Miami may relinquish any studio-transmitter links and other auxiliary licenses that it deems unnecessary for operation under this Agreement. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party. Caribevision reserves the right to continue using WFUN’s current call sign and current virtual channel during the Term.

(b) Filing Applications. Pursuant to the FCC's Channel Sharing Rules, Host and Guest shall each prepare, file on a timely basis, and prosecute in good faith the necessary applications for FCC construction permit and license in order to operate on a shared basis on the Shared Channel. The parties shall initiate operations on a shared basis on the Shared Channel no later than 30 days after all FCC authorizations for both Host and Guest necessary for shared operations have been granted. Each party will provide to the other party a copy of its application prior to filing with the FCC. No party shall make any filing with the FCC for a construction permit or covering license for the Shared Channel without the prior written consent of the other party.

(c) FCC Fees. The parties shall each be responsible for timely payment of all regulatory fees owed by it to the FCC with respect to its television station using the Shared Channel. The parties shall be responsible for a sixty-six and two-thirds/thirty-three and one-third percent (66.67/33.33%) Host/Guest split of joint fees, if any, assessed by the FCC on the Shared Channel.

8. Transmission Facilities and Sub-Leasing.

(a) Operations. Host shall designate and establish the "control point" for both stations under applicable FCC rules. Guest shall cause the programming for WFUN to be delivered in a mutually agreeable format to Host's control point, which the parties contemplate will be Host's main studio, where such programming will be encoded and sent to the Transmission Facilities for transmission. Guest shall deliver WFUN's programming directly to Host's Miami transmitter site via internet protocol. Unless otherwise notified by Host, the delivered programming signal shall be in SD-SDI-embedded audio format. Guest may use the Shared Equipment only for the operation of WFUN in the ordinary course of business and for no other purpose. Both the Host and Guest shall comply in all material respects with all federal, state and local laws applicable to their operations from the Transmission Facilities, including, without limitation, all rules and regulations of the FCC regarding channel sharing. The Host shall maintain, at its own expense, sufficient insurance with respect to the Shared Equipment and operations under this Agreement during the Term in the amounts customary in the television industry and shall name Guest as an additional insured under such policies. Host agrees to provide Guest with office space at Host's main studio for at least two full-time employees.

(b) Transmission Facilities. Host shall provide the Transmission Facilities, except for any equipment owned solely by Guest, including all necessary lease(s), at its sole expense. Host shall: (i) maintain and repair the Transmission Facilities in accordance with good engineering practices customary in the television industry and shall keep the other reasonably informed as to all material repairs to such facilities and (ii) make any payments required for operation of the Transmission Facilities. Except as otherwise provided in this Agreement, title to all such Transmission Facilities shall remain with Host, and neither Host nor Guest shall move, damage or interfere with such facilities. Host and Guest shall not act contrary to the terms of any lease for the Transmitter Site, permit any lien, claim or encumbrance to come into existence on the Transmission Facilities, make material alterations to the Transmission Facilities other than as permitted hereunder, or interfere with the business and operation of the other's television station or the other's use of such facilities. Guest shall be solely responsible for all costs associated with the termination of any separate leases for its transmitter site. Subject

to any restrictions imposed by the owner of the Transmitter Site, Host shall provide Guest with unrestricted access to the Transmission Facilities as required for Guest to comply with FCC rules and to fulfill its obligations and execute its rights under this Agreement.

(c) Transmitter Modifications. Host will implement modifications to the Transmission Facilities in order to: (i) facilitate the insertion of multiple program streams on the Shared Channel and (ii) implement changes resulting from any new channel assigned by the FCC to the Shared Channel. In addition, if the parties mutually agree that modifications to or replacement of the Transmission Facilities is necessary to ensure that each of their Stations continues to operate in accordance with good engineering practices customary in the television industry, the parties shall cooperate in good faith to permit the implementation of such modifications, including by filing and prosecuting any necessary applications with the FCC, ordering equipment, building or leasing a new Transmitter Site and facilitating the installation and testing of new equipment at the Transmitter Site, all at Host's sole expense.

(d) Exclusive Equipment. Each of Host and Guest shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site in accordance with good engineering practices customary in the television industry. Title to all such equipment solely owned by Host or Guest shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment; provided however, that either party, with the cooperation of the other party, shall be permitted to use or temporarily modify the operation of the other party's equipment as reasonably necessary to respond to unanticipated, emergency circumstances.

(e) Regulatory Technical Changes.

- i. 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. For sake of clarity, Guest will not be responsible for any of the costs of any Mandatory Changes.
- ii. Permitted Changes. In the event that the FCC permits (but does not require) new standards of modulation that will alter the available bandwidth for operation on the Shared Channel, the following shall apply:
  - a. ATSC 3.0. Host shall have the right, in its sole discretion, to adopt or deploy the new modulation standard or transmission technology currently known within the television industry as ATSC 3.0 ("ATSC 3.0 Upgrade") Subject to the foregoing, Host shall determine, in its sole discretion, when, the budget, and timeline for implementation of the ATSC 3.0 Upgrade;

provided, however, that the budget and timeline for implementing the ATSC 3.0 Upgrade shall comply with applicable Communications Laws and meet generally accepted industry standards. For sake of clarity, Guest will not be responsible for any of the costs of an ATSC 3.0 Upgrade.

(f) Deployment of Other Transmission Technologies. Except as set forth this Agreement, either Host or Guest, at its own expense, shall have the right to adopt or deploy new technologies for its station; provided, however, that such adoption or deployment does not materially adversely affect the other Party's broadcast service in existence at the time of such adoption or deployment; and provided, further, that (A) any adoption or deployment of a new technology by one Party that requires the viewers of the other Party's station to install new hardware or software in the home to continue to receive the signal of such station shall not be adopted or deployed without the prior mutual written consent of Host and Guest, and (B) any such adoption or deployment for such station's sole benefit that requires modifications to the Transmission Facilities shall not be adopted or deployed without the prior written consent of the other Party.

(g) Subleasing of Guest Bandwidth. Guest may sublease any portion of its bandwidth to a third party that is a corporate parent, subsidiary or affiliate of Guest as long as: i) such sublease is pursuant to a written Sublease Agreement between Guest and its sub-lessee that among other things includes provision for the sub-lessee's indemnification of Host consistent with Guest's indemnification obligations under Section 17 below; ii) the operation of the sub-lease is consistent with applicable FCC rules; and iii) Guest gives Host 30 days' notice prior to the operation of the sub-lease.

9. Interference. Each party shall use commercially reasonable efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations at the Transmitter Site or any other shared facilities that will impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and the other party will take all commercially reasonable steps to correct such interference in all material respects as soon as possible and within one (1) business day.

10. Force Majeure. Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

11. Risk of Loss. The risk of any casualty loss, damage or destruction to the Transmission Facilities shall be borne solely by Host, and Host agrees to apply all of the insurance proceeds, if any, that it receives in connection with the repair or replacement of any damage or destruction to the Transmission Facilities.

12. Expenses.

(a) Costs. Host shall be responsible for all costs incurred by it under this Agreement, including Transmitter Site lease payments for Shared Equipment, Transmitter Site utility charges, maintenance and/or replacement of Shared Equipment, and contractor costs and taxes for maintenance services and purchase of equipment. Guest shall be responsible for all costs that it incurs to deliver its programming to the control point. Host shall be solely responsible for insurance costs for the Transmission Facilities, and costs for any necessary microwave link between the control point and the Transmitter Site. Each party shall be solely responsible for any costs and capital expenses related solely to its Station using the Shared Channel, all expenses related to any equipment solely owned by it, and all of its expenses not related to the Transmission Facilities.

13. Representations and Warranties of Each Party. WPMF-Miami and Caribevision each represent and warrant to the other that, as of the Effective Date: (a) it owns its respective Station and possesses the full power and authority to carry on its business, enter into and perform this Agreement, and consummate the transactions contemplated hereby; (b) neither needs the permission, authority or approval (“Authority”) of any other person or stakeholder to enter into this Agreement and/or that such Authority has already been secured; (c) there are no pending actions, lawsuits, legal, administrative or arbitration proceedings and, to each party’s respective knowledge, threatened actions by any person, entity or governmental authority that could adversely affect its ability to enter into and perform under the Agreement; (d) it has taken all necessary action to enter into and fully perform this Agreement; (e) the execution, delivery, consummation and performance of the obligations and transactions contemplated under this Agreement will not constitute a breach of, conflict with or otherwise violate any other agreement or arrangement, whether written or oral, by which it is bound; (f) it is in compliance with all court orders and will comply with all material laws with respect to its rights and obligations under this Agreement; and (g) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

14. Compliance with Law. This Agreement is intended to comply with Section 73.3700(h)(5) of the Commission’s rules. Each party shall comply with this Agreement, the Channel Sharing Rules, and in all material respects with all applicable laws, rules and regulations with respect to its ownership and operation of its Stations and its use of the Shared Channel. Each party shall be solely responsible for all content it transmits on the Shared Channel. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws.

15. Control. Consistent with FCC rules, each party shall control, supervise and direct the day-to-day operation of its own Station (including such party’s employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Each party is ultimately responsible for its own compliance with FCC technical, operational and programming obligations. Neither party shall hold itself out as the licensee or agent of the other’s television station using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party’s station. Neither party shall use the call letters, logos,

trademarks, service marks or related intellectual property of the other's television station in any medium.

16. Cooperation. Each party shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Transmission Facilities. Neither party shall take any action or fail to take any action which would frustrate, delay, undermine or otherwise interfere with the other's use of capacity on the Shared Channel or the Transmission Facilities.

17. Indemnification. To the fullest extent permitted by law, WPMF-Miami and Caribevision shall indemnify, defend and hold free and harmless the other party, as well as their respective parents, affiliates, subsidiaries, officers, directors, employees, agents and representatives, from and against any and all loss, liability, actions, claims, suits, liens, judgments, demand, damages and costs and expenses (including reasonable attorneys' fees, expert witness fees and related costs and expenses (collectively "Losses") arising from any third-party claims that are caused by, arise out of, or relate in any way to: (i) any breach of any term, covenant, representation, warranty or promise made by it under this Agreement; (ii) its negligence, willful misconduct or other acts or omissions; (iii) the violation of or failure to comply with any applicable laws, codes, rules, orders, judgments, decrees, ordinance and/or provisions of any federal, state or local government agency, authority or court having jurisdiction; and (iv) the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

The party seeking indemnification hereunder will: (i) give the indemnifying party 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.

18. Termination.

(a) Loss of License. This Agreement shall terminate automatically if the FCC authorization to operate either Host or Guest Station is revoked, relinquished, withdrawn, rescinded, canceled or not renewed by an action that is a final order, not subject to further appeal. In such event, notwithstanding such termination, the shared spectrum usage rights will revert to the surviving FCC authorization, subject to FCC approval if necessary, and the party holding the surviving authorization may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status.

(b) End of Term Without Renewal. This Agreement shall automatically terminate upon the conclusion of the initial Term if either Party has provided the requisite 120 days' notice of its intent not to renew the initial Term, as outlined in Section 1.



(c) Rights to Shared Equipment Upon Termination. In the event of a termination under Section 18(a) of this Agreement due to the Host's loss of its FCC license, then the Guest shall have the right to continue its operations, and to purchase all of the Host's right, title and interest in the Transmission Facilities and any other assets (including leases) used in and necessary for the continued operation of WFUN for the reasonable market value of the Transmission Facilities and other assets. If the Guest and Host cannot agree on such reasonable market value, then each party shall name an industry expert, and those two experts shall jointly name a third expert. The three experts shall jointly determine the reasonable market value. Host and Guest shall equally share the expenses of engaging the three experts.

(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, Section 17, and Section 19, shall survive any termination of this Agreement.

#### 19. Dispute Resolution.

(a) Good Faith Negotiation. If a dispute arises between the parties under this Agreement, the parties agree to hold an in-person meeting attended by executive-level officers with decision making authority ("Executives"), as well as their respective legal counsel, to attempt to resolve the dispute in good faith prior to pursuing any formal legal action or remedies. The disputing party shall provide the other party written notice of any dispute. The parties' Executives shall meet at a mutually acceptable time and place within ten (10) days after receipt of the written notice. Should the parties not resolve the matter during the in-person meeting either party may pursue legal actions or remedies without restriction. Notwithstanding the foregoing, the good faith in-person negotiation obligation shall not preclude either party from pursuing emergency relief via either a motion for temporary restraining order or motion for preliminary injunction in the event of exigent circumstances.

(b) Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Florida applicable to contracts made and to be fully performed therein, without giving effect to the choice of law provisions thereof.

(c) Waiver of Right to Jury; Attorneys' Fees. ALL ISSUES, MATTERS, AND DISPUTES BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE TRIED BY A JUDGE IN A NON-JURY TRIAL IN THE STATE OR FEDERAL COURTS SERVING FLORIDA AND THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE ATTORNEYS' FEES AND ALL COURT COSTS INCURRED IN SUCH REGARD, INCLUDING THOSE ATTORNEYS' FEES AND COSTS INCURRED FOR ANY AND ALL APPLICABLE APPELLATE PROCEEDINGS.

(d) Specific Performance. Notwithstanding Section 19(a), in the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to seek an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement and/or compliance of this Agreement by a decree of specific performance. The prevailing party in an action or proceeding

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.

20. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding WPMF-Miami and Caribevision and their respective businesses and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement.

21. Transfer and Assignment. No party may assign or transfer this Agreement, except that (i) Host shall assign its rights under this Agreement to any FCC-approved assignee or transferee of Host's Station and such assignee or transferee shall assume this Agreement in a writing delivered to the other party to this Agreement, and (ii) Guest shall assign its rights under this Agreement to any FCC-approved assignee or transferee of Guest's Station and such assignee or transferee shall assume this Agreement in a writing delivered to the other party to this Agreement. If rights and obligations under this Agreement are transferred or assigned, the assignee or transferee shall comply with the terms of this Agreement. If the transferee or assignee and the licensee of the remaining channel sharing station agrees to amend the terms of this Agreement, the Agreement may be amended, subject to FCC approval. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. 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.

22. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules 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.

23. Notices.

(a) Each party shall provide the other with copies of any FCC notice of violation or notice of apparent liability, or any other notice from any governmental entity, that it receives with respect to the technical operations of its station that is Channel Sharing pursuant to this Agreement. The Host shall provide the Guest with copies of any notices it receives with respect to the Transmission Site.

(b) If either party becomes subject to litigation or similar proceedings before the FCC (including, without limitation, initiation of enforcement actions), Internal Revenue Service or other court or governmental authority that is reasonably likely to have a material adverse effect on such party or its television station using or proposed to be using the Shared

Channel, 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.

(c) 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 of all or a substantial portion of its assets or of the assets related to its television station using or proposed to be using the Shared Channel, or it 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.

Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to WPMF-Miami:

WPMF-Miami, LLC  
ATTN: Mr. Robert Behar  
147 Alhambra Circle, Suite 131  
Coral Gables, FL 33134  
bbeh@herobroadcasting.com

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

Paul J. Feldman, Esq.  
Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17<sup>th</sup> St., 11<sup>th</sup> Floor  
Arlington, VA 22209  
E-mail: feldman@fhhlaw.com

If to Caribevision:

Caribevision Holdings, Inc.  
13001 NW 107th Avenue  
Hialeah Gardens, FL 33018  
Attn: Gerd Rieger  
E-mail: gerd.rieger@americave.com

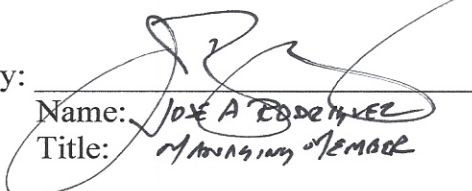
with a copy (which shall not  
constitute notice) to:

Francisco R. Montero, Esq.  
Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17th St., 11th Floor  
Arlington, VA 22209  
E-mail: montero@fhhlaw.com

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SIGNATURE PAGE TO CHANNEL SHARING AGREEMENT

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

<b>WPMF-Miami, LLC</b>  By:  Name: <u>JOSE A. RODRIGUEZ</u> Title: <u>MANAGING MEMBER</u>	<b>Caribevision Holdings, Inc.</b>  By: _____ Name: _____ Title: _____
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<b>WPMF-Miami, LLC</b>  By: _____ Name: Title:	<b>Caribevision Holdings, Inc.</b>  By: _____ Name: <b>CARLOS LACAYO</b> Title: <b>PRESIDENT/CEO</b>
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## Schedule 1

### Shared Equipment

Linear Encoder Model 2420

4 panel Antenna

Transmission line

1200 watt Transmitter