Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re Applications of	)	
	)	
VENTURE TECHNOLOGIES GROUP, LLC	)	
	)	
For Displacement Channel 30	)	
WNJJ-LD, New York, NY (FID 167314)	)	File No. 0000054813
	)	
For Displacement Channel 23	)	
W25FA-D, West Orange, NY (FID 130475)	)	File No. 0000054811
	)	
For Displacement Channel 31	)	
W34DI-D, New York, NY (FID 127812)	)	File No. 0000054804
	)	
and	)	
	)	
NEW YORK SPECTRUM HOLDING COMPANY, LLC	)	
	)	
For Displacement Channel 30	)	
WYXN-LD, New York, NY (FID 38945)	)	File No. 0000054668
	)	
For Displacement Channel 23	)	
WXNY-LD, New York, NY (FID 29231)	)	File No. 0000053900
	)	
and	)	
	)	
TVC NY LICENSE LLC	)	
	)	
For Displacement Channel 30	)	
WNYN-LD, New York, NY (FID 74305)	)	File No. 0000048135
	)	
And	)	
	)	
LOCAL MEDIA TV NEW YORK, LLC	)	
	)	
For Displacement Channel 30	)	
WNMF-LD, Roseland, NJ (FID 74513)	)	File No. 0000072006
	)	

To: Office of the Secretary
Attn: Video Division, Media Bureau

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

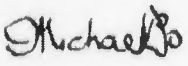
New York Spectrum Holding Company LLC ("NYSHC"), TVC NY License LLC ("TVC"), Venture Technologies Group, LLC ("VTG"), and Local Media TV New York, LLC ("LM") licensees of the respective above-listed stations, pursuant to Section 73.3525 of the Commission's Rules, hereby request that the FCC approve the Settlement Agreement attached as Exhibit 1.[1]

The parties request that the Commission accept this solution to resolve MX 051 and MX 090. In support of this request, NYSHC, TVC, VTG and LM are submitting, as Exhibits 2, 3, 4, and 5 respectively, the declarations required by Section 73.3525 of the Commission's Rules.

[1] The above-captioned applications are assigned either to MX Group No. 051 or 090, except for WNMF-LD. *See* Public Notice, "Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window," DA 18-1108 at A-8 (rel. Oct. 30, 2018); Public Notice, "Auction of Construction Permits for Low Power Television and TV Translator Stations Scheduled for September 10, 2019". DA 19-477 Attach. A & para. 6 (rel. June 6, 2019) (explaining that applicants may continue to enter into and submit settlements until the July 22, 2019 short-form application deadline).

Respectfully Submitted,

NEW YORK SPECTRUM HOLDING COMPANY LLC



By: _____

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July 22, 2019

EXHIBIT 1

SETTLEMENT AGREEMENT

MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT

This MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT (this "Agreement"), dated as of July 22, 2019, is entered into by and between New York Spectrum Holding Company LLC, a Delaware limited liability company ("NYSHC"), TVC NY License LLC, a Delaware limited liability company ("TVC"), Venture Technologies Group, LLC, a Delaware limited liability company ("VTG"), and Local Media TV New York, LLC, a Delaware limited liability company ("LM").

Recitals

A. NYSHC holds the FCC broadcast license for low power television stations WYXN-LD, New York, NY (Fac. ID 38945) and WXNY-LD, New York, NY (Fac. ID 29231).

B. TVC holds the FCC broadcast license for low power television station WNYN-LD, New York, NY (Fac. ID 74305).

C. VTG holds the FCC broadcast license for low power television stations W34DI-D, New York, NY (Fac. ID 127812), WNJJ-LD, New York, NY (Fac. ID 167314), and W25FA-D, West Orange, NJ (Fac. ID 130475).

D. LM holds the FCC broadcast license for low power television station WNMF-LD, Roseland, NJ (Fac. ID 74513).

E. During the Federal Communication Commission ("FCC") Special Displacement Window, TVC submitted a displacement application for WNYN-LD to operate on television broadcast channel 30 (File No. 48135), NYSHC submitted a displacement application for WYXN-LD to operate on television broadcast channel 30 (File No. 54668), VTG submitted a displacement application for W34DI-D to operate on television broadcast channel 31 (File No. 54804), and VTG submitted a displacement application for WNJJ-LD to operate on television broadcast channel 30 (File No. 54813). The FCC has designated each of the aforementioned applications as part of MX Group MX051.

F. During the FCC Special Displacement Window, NYSHC submitted a displacement application for WXNY-LD to operate on television broadcast channel 23 (File No. 53900), and VTG filed a displacement application for W25FA-D to operate on television broadcast channel 23 (File No. 54811). The FCC has designated each of the aforementioned applications as part of MX Group MX090.

G. On April 18, 2019, LM submitted a displacement application for WNMF-LD to operate on television broadcast channel 30 (File No. 72006) ("WNMF Application"), which was granted on June 14, 2019 (the "WNMF Authorization"). On July 15, 2019, LM filed a minor modification to the WNMF Authorization ("WNMF Mod"). On July 18, 2019, TVC filed a Petition for Reconsideration of the FCC's grant of the WNMF Application, Pleading No. 0000078321 (the "TVC Petition").

H. NYSHC, TVC, VTG, and LM have agreed to resolve their respective mutual exclusivities and related disputes under the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, pursuant to the terms and conditions of this Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. FCC Filings. Subject to 47 CFR 73.3525 with the intent of settling the mutual exclusivity between the displacement applications and related disputes between one or more of the parties, the parties agree as follows:

    a. Submission of Settlement Application. No later than 5:00 p.m. ET on July 22, 2019, each of NYSHC, TVC, and VTG shall amend its respective displacement application(s) in MX Group MX051 and MX090 to submit a Joint Request for Approval of Settlement Agreement (the "Joint Request") requesting that the FCC:

        (i) grant the Joint Request;
        (ii) approve this Agreement;
        (iii) dismiss the displacement applications of TVC, NYSHC, and VTG for WNYN-LD, WYXN-LD, and W25FA-D, respectively;
        (iv) grant the displacement applications of VTG for W34DI-D and WNJJ-D and of NYSHC for WXNY-LD; and
        (v) remove MX051 and MX090 from Auction 104.

        The Joint Request shall be accompanied by (w) a certification signed by a principal of NYSHC; (x) a certification signed by a principal of TVC; (y) a certification signed by a principal of VTG; and (z) a certification signed by a principal of LM, which certifications shall provide that neither the dismissing applicants nor their principals have received any money or other consideration.

    b. WNMF Application. No later than 5:00 p.m. ET on July 22, 2019: (i) TVC shall file a Notice of Withdrawal with the FCC withdrawing the TVC Petition; and (ii) LM shall file a request with the FCC to (a) dismiss the WNMF Application, (b) irrevocably cancel the WNMF Authorization, and (c) dismiss the WNMF Mod. LM further commits to not seek alternate displacement facilities for WNMF on Channel 30.

    c. Applications to Channel Share. Within five (5) business days of TVC and VTG completing the exhibits to the channel share agreement attached hereto as Exhibit A, TVC shall file an application for a construction permit for WNYN-LD to channel share with WNJJ-LD.

d. Interference Agreement. VTG and TVC hereby agree that WNJJ-LD and WNYN-LD shall accept interference of up to 3.8% from W34DI-D. As a result of this interference agreement, W34DI-D should no longer be mutually exclusive with WNJJ-LD and WNYN-LD. VTG and TVC will proceed with their undertakings for Channel 30 without regard to any FCC action, or failure of action, with respect to W34DI-D, and any such action or failure of action on W34DI-D will not affect the other terms of this Agreement.

e. Good Faith Efforts. The parties shall in good faith pursue approval by the FCC of the Joint Request and this Agreement and shall cooperate fully with each other and with the FCC and take whatever additional action is reasonably necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement. Additionally, the parties affirm that any further modifications to the granted displacement applications as specified above will comply with the interference standard as set forth in Section 74.793 of the FCC's rules.

2. Transaction Costs. Each party shall pay its own fees and expenses incurred by it and its respective agents, counsel and advisors in connection with the negotiation of this Agreement.

3. No Consideration. Except as expressly set forth in this Agreement and in the channel sharing agreement attached hereto as Exhibit A, neither party nor its principals has received any money or other consideration in connection with its entry into this Agreement. This Agreement complies with Section 311(c) of the Communications Act of 1934, as amended, Section 73.3525 of the FCC rules, and any other applicable FCC rules and policies.

4. Assignment. No party hereto may assign this Agreement to any unaffiliated third party without the prior written consent of the other parties hereto. Notwithstanding the foregoing, this Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law; Dispute Resolution. Each of the parties hereto agrees (a) this Agreement, the respective rights and obligations of the parties hereto and thereto, and any claims or disputes relating hereto or thereto, shall be governed by and construed under and in accordance with the laws of the State of New York without respect to conflict of law principles and (b) to the exclusive jurisdiction of courts in New York, New York to resolve any dispute. Each party acknowledges and agrees that it would be impossible to measure in money the damages that would be caused in the event of a breach of this Agreement, and that, in the event of any such breach, there will not be an adequate remedy at law. In addition to all other such rights, powers, privileges, and remedies that the non-breaching party hereto may have, the non-breaching party shall be entitled to injunctive relief, specific performance, and such other equitable relief as either may request, in each case without the requirement of posting a bond or other security, to enforce any of the provisions of this Agreement and to enjoin or otherwise restrain any act prohibited hereby, and the breaching party shall not (and shall cause its affiliates, subsidiaries, equity holders, owners, directors, advisors, officers, representatives,

employees, agents and others acting with its assent or on its behalf, not to) assert any defense that there is an adequate remedy available at law. Furthermore, each of the parties hereto agrees to irrevocably waive and disclaim, to the maximum extent enforceable under controlling law, any right to recover special, punitive, compensatory, benefit of the bargain, expectancy, exemplary, incidental, direct, indirect, consequential, "lost profits," "anticipated savings," lost value, or similar or other damages, including, without limitation, multiples of damages or business impact damages, whether or not contemplated, foreseeable, or noticed, that would be caused in the event of a breach of the provisions of this Agreement. EACH OF THE PARTIES HERETO HEREBY WAIVES (ON BEHALF OF ITSELF AND ITS AFFILIATES), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY. Each party has read the Agreement and fully understands it, and agrees that all doubt and ambiguities in connection with this Agreement shall be construed as if the parties jointly drafted this Agreement.

6. Integration; Amendments. This Agreement represents the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous oral and/or written agreements, representations and understandings concerning the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by each of the parties (an email or emails being insufficient to change this Agreement). If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of this Agreement shall continue in full force and effect, provided that such continuation would not materially diminish the benefit of this Agreement for any party.

7. Approvals and Authority. The parties represent that they have the power and authority necessary to execute and perform their respective obligations under this Agreement.

8. Brokers. Each party represents to the others that it has not engaged, or incurred any unpaid liability (for any brokerage fees, finder's fees, commissions other otherwise) to, any broker, finder or agent in connection with this Agreement. Each party agrees to indemnify the other against any and all claims asserted against the other party for any fees or commissions by any person purporting to act or to have acted for or on behalf of the indemnifying party.

****

SIGNATURE PAGE TO MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Mutual Exclusivity Settlement Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NEW YORK SPECTRUM HOLDING COMPANY, LLC

By: _____

Name: Michael Do
Title: COO

TVC NY LICENSE, LLC

By: _____

Name: José Ramón Grau-Pelegri
Title: President

VENTURE TECHNOLOGIES GROUP, LLC

By: _____

Name: Lawrence Rogow
Title: Manager

LM II HOLDINGS, LLC

By: _____

Name: Lawrence Rogow
Title: Manager

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Title: President

VENTURE TECHNOLOGIES GROUP, LLC

By:_____
Name: Lawrence Rogow
Title: Manager

LOCAL MEDIA TV NEW YORK, LLC

By:_____
Name: Lawrence Rogow
Title: Manager

EXHIBIT A

CHANNEL SHARING AGREEMENT

This CHANNEL SHARING AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of July 2019 (the "Effective Date"), by and between TVC NY License LLC ("TVC"), licensee of Station WNYN-LD, New York, New York (FID 74305), and Venture Technologies Group, LLC ("Venture"), licensee of Station WNJJ-LD, Paterson, New Jersey (FID 74305) (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the FCC has adopted rules and policies that permit low power television broadcast stations to share spectrum;

WHEREAS, Venture and TVC both filed applications during the Displacement Window authorized by Public Notice, DA 18-124 to relocate to Channel 30, and those applications are mutually exclusive;

WHEREAS, the Parties seek to resolve this mutual exclusivity by sharing Channel 30;

WHEREAS, TVC and Venture are parties to that certain Settlement Agreement, dated July 22, 2019 (the "Settlement Agreement").

WHEREAS, in accordance with the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, as amended (collectively, the "FCC Rules"), Venture and TVC desire to continue owning and operating their respective television stations as separate stations and separate FCC licensees by equally sharing the rights to the spectrum of Channel 30 (the "Shared Channel") and certain transmission equipment, facilities, and leases and other third-party agreements necessary for Venture and TVC to each broadcast on the Shared Channel as set forth in Exhibit A-1 (the "Shared Transmission Facilities"); and

WHEREAS, this Agreement sets forth the Parties' agreement with respect to their joint use of the Shared Channel and Shared Transmission Facilities, and other matters set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1
IMPLEMENTATION AND SHARING OF SHARED TRANSMISSION FACILITIES

1.1 Term. The term of this Agreement shall continue in perpetuity unless terminated in accordance with Article 4.

1.2 Implementation.

(a) Within the time frame set forth in the Settlement Agreement, TVC shall file an application with the FCC for a construction permit allowing WNYN-LD to operate using the Shared Transmission Facilities, with WNJJ-LD as "sharer" and WNYN-LD as "sharee" (the "CP Application") and once the Shared Transmission Facilities are constructed, sharer and sharee shall file a license to cover (the "License").

(b) TVC and Venture shall cooperate in good faith and work diligently with each other to

commence operations on the Shared Channel with the Shared Transmission Facilities on the earliest practicable date set by mutual agreement (the "Implementation Date") that: (x) is prior to or on the date that they must cease operations on their current channels; and (y) is no sooner than the date the FCC has granted the CP Application.

1.3 Establishment of Shared Transmission Facilities.

(a) *Identification of Shared Transmission Facilities.* A list of all material items of the Shared Transmission Facilities relevant to this Agreement is attached hereto as Exhibit A-1, which may be modified from time to time by mutual written agreement of the Parties.

(b) *Initial Capital Expenditures.* A list of any the equipment purchases, equipment donations at fair market value, equipment upgrades or other capital expenditures necessary for the Parties to perform their respective obligations to commence channel sharing under this Agreement ("Shared Capital Expenditures") is attached hereto as Exhibit A-2, which may be modified by mutual written agreement of the Parties. The Parties shall share equally the aggregate amount of any such Shared Capital Expenditures, with the understanding that, for convenience, VTG shall procure such equipment to the extent reasonably feasible and invoice TVC for prompt reimbursement of its share of such costs.

(c) *Title and Cost Sharing.* Title with respect to any such equipment acquired as a Shared Capital Expenditure, and the corresponding rights to depreciation, shall be held jointly by both Parties; *provided*, that the foregoing reflects the intention of the Parties to establish a cost-sharing arrangement with respect to the subject-matter equipment and it is not intended, and shall not be construed, to establish a partnership between the Parties.

(d) *Construction Lead.* Without limiting any other obligation hereunder, including with respect to reimbursement by TVC of Shared Capital Expenditures and certain other costs as provided herein, Venture shall establish the Shared Transmission Facilities and undertake such other expenditures, modifications to the facilities, and government filings to ensure that the Parties each shall be able to conduct broadcast operations as contemplated hereby as of, and commencing on, the Implementation Date; provided, however, that Venture shall not, without the written consent of TVC, undertake Shared Capital Expenditures exceeding in total $Five Thousand Dollars ($5,000) and that Venture shall keep TVC fully informed about all Shared Capital Expenditures, providing reasonable advance notice and reasonably consult with TVC about them.

1.4 Shared Operating Matters.

(a) *Shared Operating Plan.* The initial version of the Parties' mutual plan to address technical planning and ongoing operational matters (the "Shared Operating Plan") is attached hereto as Exhibit A-4. The Shared Operating Plan reflects, among other things:

(i) Technical discussions between the Parties as may be required to coordinate the transition of the Parties' existing operations from their current channels to the Shared Channel (*e.g.*, proposed employee responsibility and technical considerations);

(ii) The allocation of costs between the Parties of any equipment or other capital expenditures necessary to initiate channel sharing in accordance with this Agreement;

(iii) A mechanism to address the allocation of spectrum in the future beyond the Baseline Spectrum Allocation, including the Parties' mutual understandings with respect to implementation of ATSC 3.0;

(iv) Appropriate pre-commencement testing for shared operations; and

(v) Delivery of any notices to third parties (including consumers) that may be necessary or reasonably desirable.

(b) *Review of Shared Operating Plan.* The Parties shall meet and confer in good faith periodically to review and revise the Shared Operating Plan in accordance with Section 1.9(c).

1.5 Maintenance of Transmission Facilities.

(a) *Access.* TVC shall have the unrestrained right to access the Shared Transmission Facilities at any time to ensure ongoing broadcast operations in the ordinary course and good engineering practices customary in the television industry (collectively, "good engineering practices"), *provided* that both Parties shall refrain from taking any action that reasonably could be expected to disrupt or impair use of the Shared Transmission Facilities by the other Party and, where reasonably feasible, TVC shall provide VTG with twenty-four hours' notice of its intent to access the Shared Transmission Facilities and shall seek to conduct operations at the Shared Transmission Facilities during regular business hours. TVC also shall have access to, but not control over, such other facilities as may be reasonably necessary to ensure TVC's ongoing broadcast operation on the Shared Channel in the ordinary course consistent with good engineering practices and in accordance with applicable FCC Rules.

(b) *Operations.* Venture and TVC shall:

(i) not permit to exist any lien, claim or encumbrance on the Shared Transmission Facilities, except with respect to the extent of such Party's interest, if any, in the Transmission Facilities resulting from Shared Capital Expenditures, provided that this prohibition shall not apply with respect to (1) property or any property interest owned or acquired by a Party that is automatically subject to a blanket lien as part of such Party's credit facilities; or (2) transmission equipment owned separately by such Party that is not part of the Shared Transmission Facilities;

(ii) not interfere with the business, programming, network relationships and operation of the other's television station or the other's use of the Shared Transmission Facilities;

(iii) use the Shared Transmission Facilities only for the operation of its television station in the ordinary course of business and for no other purpose;

(iv) maintain, at each Party's own expense, sufficient insurance with respect to its use of the Shared Transmission Facilities and operations from the Shared Channel's transmitter site (the "Transmitter Site") and shall name the other Party as an additional insured under such policies; and;

(v) not remove, alter, relocate, or fail to maintain any item of equipment or other asset under its control and located at the Transmission Site, whether or not designated as part of the Shared Transmission Facilities, if such removal, alteration, relocation, or failure to maintain reasonably could be expected to hinder or adversely affect the use of the Shared Transmission Facilities by the other Party.

(c) *Maintenance and Repairs.* Venture shall be obligated to maintain the Shared Transmission Facilities and use commercially reasonable efforts to ensure that the equipment designated as part of the Shared Transmission Facilities operates consistent with past practice and, in all events, within the technical parameters set forth on the Stations' FCC licenses, with any out-of-pocket costs and expenses incurred in connection with such obligation being allocated equally between the Parties, with the understanding that, for convenience, Venture shall perform, or cause to be performed, any required maintenance and repairs to the extent reasonably feasible and shall invoice TVC for prompt reimbursement of its share of such costs. Venture, as the operations lead, is permitted to charge a commercially reasonable fee to TVC for labor performed by

employees of Venture as it relates to maintenance and repair of the Shared Transmission Facilities at reasonable industry-standard rates. In the event of planned repairs to the Shared Transmission Facilities, Venture shall coordinate such repairs (and any related downtime) with TVC, including by providing advance notice of such repairs, to the extent reasonably practicable.

(d) *Maintenance and Repair Rights*. Without limiting its general access and self-help rights set forth in Section 1.5(a), in the event of a material breach by VTG of its obligations in respect of the Shared Transmission Facilities, and failure to cure upon reasonable notice thereof by TVC, TVC shall have the right to undertake itself any necessary maintenance or repairs, subject to reimbursement of 50% of its reasonable and customary, documented out-of-pocket expenses by VTG; *provided* that such maintenance or repair shall be undertaken by appropriately experienced individuals and in a manner consistent with good engineering practices and shall not unreasonably impair VTG's ability to continue broadcasting from the Shared Transmission Facilities.

(e) Alteration to Shared Transmission Facilities.

(i) In accordance with Section 1.9, the Parties shall discuss on an ongoing basis appropriate future Shared Capital Expenditures that may be reasonably necessary or desirable to improve, upgrade or otherwise alter the Shared Transmission Facilities or any portion thereof.

(ii) If both Parties agree to make an investment to upgrade or replace the Shared Transmission Facilities, the purchase and installation costs shall be deemed Shared Capital Expenditures for purposes of cost-sharing (unless otherwise agreed by the Parties at such time), and the Parties shall reasonably cooperate as needed to permit the prompt installation of any necessary equipment.

(iii) In the event one Party wishes to make an expenditure to upgrade or replace the Shared Transmission Facilities, and the other Party does not wish to participate, the Party proposing the expenditure shall have the right to purchase and install the desired equipment, at its sole cost and expense, and shall retain sole title to such equipment during the Term and after the termination or expiration of this Agreement, and the other Party will cooperate to the extent reasonably necessary to ensure that such upgrade or replacement is accomplished, *provided* that (*A*) such equipment does not (*1*) interfere with the Shared Transmission Facilities or other operations of the other Party or (*2*) materially degrade the signal of the other Party, (*B*) the ongoing maintenance and repair of such equipment does not place an undue or disproportionate burden on the other Party, (*C*) the Party making the expenditure shall be responsible for the installation and maintenance of such equipment, which shall be undertaken in accordance with good engineering practices, and (*D*) such expenditure and the corresponding installation and maintenance costs shall not be deemed to be Shared Capital Expenditures.

(iv) For the avoidance of doubt, any alteration of the Shared Transmission Facilities that could materially reduce or change the coverage areas of the Venture's Station or TVC' Station (such as by a reduction in either Station's authorized power or the use of a broadcast antenna with a different pattern) shall require the prior written consent of both Venture and TVC.

(f) *Exclusive Equipment*. Each of Venture and TVC shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site in accordance with good engineering practices. Title to all such equipment solely owned by Venture or TVC shall remain with such Party, and the other Party shall not move, repair, damage or interfere with any such equipment without the prior written consent of the other Party.

(g) *Hazardous Materials*. Each of Venture and TVC shall: (*i*) comply with all environmental laws applicable to its operations from the Shared Transmission Facilities; (*ii*) not cause or permit

the release of any hazardous materials on, to or from the Shared Transmission Facilities in violation of any applicable environmental laws; (*iii*) not take any action that would subject the Shared Transmission Facilities to permit requirements for storage, treatment or disposal of hazardous materials; and (*iv*) not dispose of hazardous materials on the Shared Transmission Facilities except in compliance with applicable law.

(h) *Contractors*. All contractors and subcontractors of each of Venture and TVC who perform any service for Venture or TVC with respect to the Shared Transmission Facilities 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 where the Shared Transmission Facilities are located.

1.6 Interference. Each of Venture and TVC shall use commercially reasonable efforts to avoid interference with the other Party's 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 with respect to the Shared Transmission 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 take all commercially reasonable steps to correct such interference in all material respects within two business days.

1.7 Regulatory Obligations.

(a) ***Individual Regulatory Obligations***. Each Party shall use commercially reasonable efforts to ensure ongoing operations of Venture and TVC, as applicable, consistent with good engineering practices and in a manner compliant with the FCC Rules.

Such commercially reasonable efforts shall include, at minimum, prompt notice to the other Party of material communications to and from the FCC that may relate to a station's operations and frequent coordination to minimize any necessary disruptions to operations that may affect both Stations. Each Party shall be responsible for compliance with provisions of the FCC Rules pertaining to joint operations and their respective programming, personnel, finances and regulatory reporting obligations.

(b) ***FCC Conditions***. If the FCC imposes a condition on the approval of 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*) that cancels, changes or supersedes any material term or provision of this Agreement (collectively "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. Should the Parties not be able to agree on modifications necessary to comply with such Regulatory Condition, then, upon written notice, either Party may elect to submit the matter to binding arbitration pursuant to Section 5.3, such that arbitrators shall determine what modifications shall be necessary to comply with the Regulatory Condition and to maintain, to the greatest extent possible the positions of the Parties under this Agreement.

1.8 Operating Expenses.

(a) *Shared Costs*. In reimbursement for the shared ongoing operating expenses incurred by Venture under this Agreement, TVC shall pay to Venture a reimbursement amount equal to one-half of the total operating expenses incurred by Venture to maintain the Shared Transmission Facilities. By way of illustration, Exhibit A-5 attached hereto generally identifies the categories of shared ongoing operating expenses subject to reimbursement pursuant to this Section 1.8, with the understanding that Venture or TVC may from time to time update Exhibit A-5 to reflect new shared operations, changes in technology or other changed circumstances,

consistent with good engineering practices. Venture shall invoice TVC on a monthly basis for such expenses and TVC agrees to pay such amounts within thirty (30) days of receiving such invoice, so long as such invoices are based on commercially reasonable documentation.

(b) *Sole Costs*. Each of Venture and TVC shall be solely responsible for (*i*) its insurance costs for the Shared Transmission Facilities, (*ii*) costs for any necessary microwave or other link between its Station's studio site and the Transmitter Site, (*iii*) all expenses related to any equipment solely owned by it and located at the Transmitter Site, and (*iv*) all of its expenses not related to the Shared Transmission Facilities.

1.9 Review and Consultation Regarding Operational Matters.

(a) *Identification of Principal Liaisons*. In order to address ongoing operational, technical or engineering issues that may arise in the course of channel sharing (including spectrum allocation, and improvements to the Shared Transmission Facilities), 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***").

(b) *Meeting Times*. The Principal Liaisons shall meet at such times or at such intervals as the Parties may designate (but no less frequently than once every year), or upon the request of either Party upon appropriate prior notice.

(c) *Scope and Purpose of Review*. The Principal Liaisons shall review any issues regarding the Shared Operating Plan, the Shared Transmission Facilities, and the technical parameters of the Baseline Spectrum Allocation (including performance under such Baseline Spectrum Allocation), in view of technological, logistical, marketplace or regulatory changes and to otherwise facilitate cooperation with respect to channel sharing.

1.10 Allocation of Bandwidth and Minimum Usage Rights.

(a) Venture and TVC shall share the 6 MHz channel of the Shared Channel, which, as of the Effective Date under the current ATSC system, carries a net bit rate of 19.39 Megabits per second ("Mb/s") of usable data (the "Bandwidth"), in accordance with the Channel Sharing Rules and the terms of this Agreement. Notwithstanding any provision herein to the contrary, Venture and TVC shall each retain spectrum usage rights on the Shared Channel adequate to ensure a sufficient amount of the Bandwidth for each to allow it to provide at least one Standard Definition (480i) ("SD") program stream at all times.

(b) In accordance with Schedule 1.10(b), each of Venture and TVC shall control fifty percent (50%) of the bandwidth on the Shared channel at all times (the "Baseline Spectrum Allocation"), *provided that* the Venture and TVC consent to sharing the Bandwidth on a dynamic multiplexing basis using a statistical multiplex pool. Each Party at all times shall have the right to transmit only one (1) High Definition (1080i or 720p) ("HD") programming stream under the current ATSC system, as designated by such Party (as designated, such Party's "HD Primary Channel"), and, in general, equal priority will be given in the statistical multiplex pool to each Party's designated HD Primary Channel. In addition each Party at all times shall have the right to transmit at least one (1) SD programming stream under the current ATSC system, as designated by such Party (as designated, such Party's "Multicast Stream"), and, except as may be agreed by the Parties, equal priority will be given in the statistical multiplex pool to each Party's designated Multicast Stream. The Parties' Multicast Streams, if any, will have lesser priority than the HD Primary Channels and shall be allocated within the Bandwidth as mutually agreed by the Parties. As further described in Schedule 3.11(b), one Party may use more or less Bandwidth than the other Party depending on the content being aired at any particular time; however, on an average aggregate basis, the Bandwidth shall be shared as close to equally as possible. Based on empirical testing by Venture and TVC, the Parties shall cooperate to (x) conduct from time to time such

empirical tests as the Parties determine are reasonably required to evaluate the Parties' respective use of the Bandwidth and (y) on the basis of the results of such tests and other evidence, ensure that they are using a multiplex pool system that produces the best results for each Party with minimum video or audio degradation. In the event the Parties are unable to agree on any application of the statistical multiplex pool, this issue shall not be subject to Dispute Resolution pursuant to Article 5, the Parties shall share the Bandwidth on an equal basis (3 MHz, 9.695 Mb/s each under the current ATSC system) and each Party may at its discretion allocate its portion of the Bandwidth among its programming stream(s) and other data to be included in its portion of the Bandwidth.

(c) Each Party shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with this Section 1.10. Each of Venture and TVC shall make all records of such encoding available to the other upon written request during normal business hours.

(d) In the event that a new standard of modulation is implemented by Venture and TVC for the Shared Channel in accordance with this Agreement, Venture and TVC shall cooperate to share the Bandwidth consistent with this Agreement.

1.11 Services.

(a) Notwithstanding anything to the contrary in this Agreement, Venture shall provide all services and equipment that are not Shared Transmission Facilities but that are reasonably necessary to effectuate the purposes of this Agreement to allow each Party to broadcast its Station over the Shared Transmission Facilities on the Shared Channel, including, but not limited to, encoders, back-up power generators, and similar equipment, as set forth in Exhibit A- 2 ("Services and Facilities").

(b) In connection with the Shared Transmission Facilities and by separate agreement, Venture and TVC may elect to share certain other personnel, equipment, facilities, or services (e.g., master control) to facilitate operations with the Shared Channel; provided, however, that such sharing shall be in compliance with applicable FCC Rules concerning sharing arrangements and shall not effect a *de jure* or *de facto* change in control of either Station.

1.12 Legal and Regulatory Compliance.

(a) Each Party represents and warrants to the other that it has obtained, and will maintain, all FCC and any other governmental licenses, approvals and authorizations necessary for operation of its Station to the extent applicable to 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, which shall not be unreasonably withheld, conditioned, or delayed.

(b) Each Party shall comply with the Channel Sharing Rules, the FCC Rules, and all other applicable federal, state, and local laws that are applicable to this Agreement with respect to its ownership and operation of its Station and its use of the Shared Channel and the Shared Transmission Facilities.

(c) Venture shall be solely responsible for all content it transmits on the Shared Channel, and TVC shall be solely responsible for all content it transmits on the Shared Channel.

(d) Venture shall control, supervise and direct the day-to-day operation of Venture's Station (including Venture's employees, programming and finances), and TVC shall control, supervise and direct the day-to-day operation of TVC's Station (including TVC's employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities.

(e) Neither Party shall hold itself out as the licensee of the other Party's Station, and nothing in this Agreement shall give either Party an ownership interest in the other Party's Station.

(f) Each Party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its Station, and each of Venture and TVC shall be responsible for fifty percent (50%) of any joint fees, if any, assessed by the FCC on the Shared Channel.

1.13 Technical Infeasibility. The Parties acknowledge that the implementation of this Agreement may not be technically feasible. In the event that the Parties determine that implementation is technically infeasible, the Parties shall submit the Agreement to binding arbitration pursuant to Section 5.3, and the arbitrator(s) shall determine what modifications shall be necessary to render the Agreement technically feasible while maintaining, to the greatest extent possible, the positions of the Parties under this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Each Party represents, warrants, and covenants to the other that:

2.1 Good Standing . Such Party is duly organized, validly existing, and in good standing under the laws of the state of its incorporation and is qualified to do business in the state in which the Shared Channel and Shared Transition Facilities are located.

2.2 Third Party Consents. Such Party has obtained any and all consents from third-parties necessary to effectuate this Agreement, including, but not limited to, all necessary consents from such Party's programming suppliers.

2.3 Right, Power and Authority. Such Party has taken all requisite corporate action to duly authorize and approve the execution, delivery, and performance of this Agreement and the documents contemplated hereby. It has duly executed and delivered this Agreement, and this Agreement is the legal, valid, and binding obligation of it enforceable against such Party in accordance with its terms, except as enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally and the application of general principles of equity (regardless of whether that enforceability is considered in a proceeding at law or in equity).

2.4 No Litigation or Violation of Law. There is no litigation at law or in equity, no arbitration proceeding, and no proceeding before or by any federal, state, local or foreign government, legislature, governmental or administrative agency or commission, any self-regulatory association or authority, any court or other tribunal of competent jurisdiction, or any other governmental authority or instrumentality, pending or, to its knowledge, threatened, which would reasonably be expected to materially and adversely affect its ability to perform its obligations pursuant to the terms of this Agreement.

2.5 FCC Qualifications. Each Party is qualified to be an FCC licensee of the Shared Channel under the Channel Sharing Rules and any other applicable FCC Rules, including the FCC's media ownership rules, to the extent such qualifications are relevant to a Party's participation in this Agreement.

ARTICLE 3
INDEMNIFICATION

3.1 General Indemnification. Each Party shall indemnify, defend and hold the other and its affiliates, any officer, director, owner, member, representative, employee or agent thereof and their permitted successors and assigns harmless from and against any and all demands, claims, actions, suits, proceedings,

assessments, judgments, costs, losses, damages, obligations, liabilities, forfeitures, recoveries, deficiencies, and expenses (including interest, penalties and reasonable attorneys' fees and expenses) of every kind and description ("Damages") relating to, resulting from or arising out of: (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; (iii) its use of the Shared Transmission Facilities; or (iv) its use of the Shared Channel.

3.2 Programming Indemnification. Without limiting the terms of Section 3.1, but subject to Section 6.9, each Party shall indemnify, defend and hold the other and its affiliates, any officer, director, owner, member, representative, employee or agent thereof and their permitted successors and assigns harmless from and against any and all Damages relating to, resulting from or arising out of the programming, advertising, or other content broadcast on its 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.

3.3 Indemnification Procedure. For purposes of administering the indemnification provisions set forth in this Article 3, the following procedure shall apply:

(a) Whenever a demand, suit, claim or assertion of liability shall arise under this Article 3 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") shall promptly after becoming aware of such a Claim, give written notice to the Party from whom indemnification is sought (the "Indemnifying Party") setting forth in reasonable detail, to the extent then available, the facts concerning the nature of such Claim and the basis upon which the Indemnified Party believes that it is entitled to indemnification hereunder, *provided* that the Indemnified Party's failure to promptly notify the Indemnifying Party shall not preclude it from seeking indemnification hereunder unless such failure has materially prejudiced the Indemnifying Party's ability to defend such Claim.

(b) In the event of any Claim hereunder resulting from or in connection with any Claim brought by a third party, the Indemnifying Party shall be entitled, at its sole expense, either:

(i) to participate therein, or

(ii) to assume the entire defense thereof with counsel who is selected by it and who is reasonably satisfactory to the Indemnified Party, provided that no settlement shall be made without the prior written consent of the Indemnified Party which shall not be unreasonably withheld or delayed (except that no such consent shall be required if the claimant is entitled under the settlement to only monetary damages to be paid solely by the Indemnifying Party and the settlement involves the full and unconditional release from all liability of the Indemnified Party).

(A) After notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of such Claim, the Indemnifying Party shall not be liable to the Indemnified Party under this Article 3 for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation or of assistance as contemplated by this Section 3.3. If, however, (1) the Claim would, if successful, result in the imposition of damages for which the Indemnifying Party would not be solely responsible hereunder, or (2) representation of both Parties by the same counsel would otherwise be inappropriate due to actual or potential conflicts of interest between them, then the Indemnifying Party shall not be entitled to assume the entire defense and each Party shall be entitled to retain counsel (to the extent of clause (1) of this sentence, at its own expense, but otherwise, at the Indemnifying Party's expense) who shall cooperate with one another in defending against such Claim.

(c) If the Indemnifying Party does not choose to defend against a Claim by a third party, the Indemnified Party may defend against such Claim in such manner as it deems appropriate; provided that, no settlement shall be made without the prior written consent of the Indemnifying Party which shall not be unreasonably withheld. The Indemnified Party shall be entitled to periodic reimbursement of expenses incurred in connection therewith and prompt indemnification from the Indemnifying Party, including reasonable attorneys' fees, in accordance with this Article 3.

(d) Subject to Section 3.3(b)(ii)(A) above, the Indemnifying Party will not, without the Indemnified Party's written consent, settle or compromise any Claim or consent to any entry of judgment which does not include, as an unconditional term thereof, the giving by the claimant to the Indemnified Party of a full release from all liability with respect to such Claim.

(e) In any event, the Indemnifying Party and the Indemnified Party shall cooperate in the defense of any Claim subject to this Section 3.3, and the records of each shall be available to the other, subject to reasonable confidentiality protections, with respect to such defense (except to the extent counsel of a Party advises non-disclosure is reasonably necessary to preserve the attorney-client privilege or similar doctrine, including the work-product doctrine). The Indemnified Party and the Indemnifying Party shall each render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such Claim.

3.4 Survival. The Parties' obligations under this Article 3 shall survive any termination or expiration of this Agreement.

ARTICLE 4
TERMINATION AND REMEDIES

4.1 Termination. This Agreement may be terminated as follows:

(a) by mutual written agreement of Venture and TVC;

(b) upon consummation of the sale contemplated in the Option, as set forth in Schedule A;

(c) upon the voluntary or involuntary revocation, relinquishment, or cancellation of a Party's FCC authorization to operate its Station on the Shared Channel through a final, non-appealable order of the FCC (a "License Relinquishment").

4.2 Effect of Termination / Survival.

(a) Except as expressly stated herein, upon termination of this Agreement the Parties shall have no further obligations under this Agreement to each other; provided however that termination of this Agreement shall not relieve any Party of any liability under this Agreement that occurred prior to the date of termination.

(b) In the event of termination of this Agreement due to a License Relinquishment in accordance with Section 4.1(c):

(i) The Party that continues to have an FCC authorization to operate its Station on the Shared Channel may at its option (A) find a new party with whom to share the Shared Channel, or (B) to the full extent permitted by the FCC, reclaim or otherwise assume all spectrum usage rights to the Shared Channel by causing such reversion or other transfer of all spectrum usage rights in the Shared Channel in accordance with applicable FCC procedures; and

(ii) The Party that was subject to a License Relinquishment shall forfeit all rights to manage, operate, and/or control the Shared Transmission Facilities, the Shared Transmission Facilities may be transferred to the other Party upon mutual agreement by both Parties, such agreement, and documentation of such agreement, not to be unreasonably withheld or delayed, and the Party that was subject to the License Relinquishment shall provide the other Party with use and access to any facilities that are reasonably necessary to permit the other Party's continued use of the Shared Transmission Facilities for its Station, in each case as provided in the Shared Operating Plan. For avoidance of doubt, the Party that has been subject to a License Relinquishment retains its ownership interest in the Shared Transmission Facilities and the other Party may acquire such ownership interest only on mutually agreeable terms. Any dispute regarding transfer of a Party's interest in the Shared Transmission Facilities pursuant to this section shall be subject to the dispute resolution procedures of Article 5.

(c) Provisions of this Agreement which by their nature should survive any termination of this Agreement, including Article 3 (Indemnification), this Article 4, Section 6.1 (Confidentiality), and all payment obligations, shall survive termination of this Agreement.

4.3 Events of Default. The occurrence of any of the following shall be an "Event of Default":

(a) a breach or default of this Agreement in any material respect by a Party which is not cured within sixty (60) calendar days, if capable of being cured, or ten (10) business days after a monetary default, after written notice of such breach or default, or, if not capable of being cured within such sixty-day period, the breaching party fails to continue to diligently pursue a cure or, after diligently pursuing a cure, fails to cure such breach or default within ninety (90) calendar days. Any Event of Default that results in a fundamental and material impairment of either Party's ability to continue broadcasting using the Shared Transmission Facilities as contemplated by this Agreement is a "Material Default";

(b) the revocation, relinquishment, or cancellation of a Party's FCC authorization to operate its Station on the Shared Channel through a final, non-appealable order of the FCC; or

(c) if and to the extent permitted by law, the institution by a Party or against a Party of insolvency, receivership, or bankruptcy proceedings (and if, in the case of proceeding initiated against a Party, such proceeding is not dismissed within sixty (60) days), or a Party making any general assignment for the benefit of creditors, or a Party's dissolution or ceasing to do business.

4.4 Nonexclusive Remedies.

(a) Upon any Event of Default by one Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, if applicable (i) undertake any performance to cure an Event of Default by the Defaulting Party; and (ii) assert any applicable Claims for indemnification in accordance with Article 3, including Claims for Damages relating to its performance in accordance with Section 4.4(a)(i) above.

(b) The Parties hereto acknowledge and agree that the Non-Defaulting Party hereto would be irreparably damaged upon an Event of Default and that any Event of Default may not be adequately compensated by termination of this Agreement and monetary damages alone and that the Parties hereto would not have any adequate remedy at law, and accordingly, the Non-Defaulting Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and be entitled to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement without posting any bond or other undertaking.

(c) Upon any Material Default, at the Non-Defaulting Party's election and upon providing written notice, the Defaulting Party's rights to use, manage, operate, and/or control the Shared Transmission Facilities shall be suspended.

(d) Upon any Material Default, at the Non-Defaulting Party's election, the Non-Defaulting Party may exercise the Option by providing written notice to the Defaulting Party within ten (10) business days of the conclusion of the Defaulting Party's cure period for the Material Default.

(e) The Non-Defaulting Party's rights and remedies hereunder are not exclusive of any other rights and remedies which it may have under this Agreement, at law or in equity, which shall be deemed to be cumulative, and the Non-Defaulting Party may exercise any such right or remedy at any one or more times without impairing its standing to subsequently exercise any other right or remedy.

4.5 No Waiver. Failure by the Non-Defaulting Party to give any notice of an Event of Default as specified herein, or any failure to insist upon strict performance of any of the terms of this Agreement, shall not constitute a waiver of any such breach or any of the terms of this Agreement. No breach shall be waived and no duty to be performed shall be altered or modified except by written instrument. A waiver of any default by the Non-Defaulting Party is not a consent or waiver to or of any other breach or default in the performance by the Defaulting Party of any other obligations of the Defaulting Party hereunder. One or more waivers or failures to give notice of default shall not be considered as a waiver of a subsequent or continuing breach of the same covenant.

4.6 Termination and Survival. Except as expressly set forth herein, the termination of this Agreement shall not relieve any Party of any liability for a breach or default under this Agreement that occurred prior to the date of termination. Notwithstanding anything contained herein to the contrary, provisions which by their nature should survive any termination of this Agreement, including Article 3 (Indemnification), this Article 4 (including Article 4 as provided in Section 4.3(b)), and Section 6 and 6.10 of Article 6, and all payment obligations, shall survive termination of this Agreement.

4.7 Liability Limitation. In no event shall either Party have any liability to the other Party, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, even if such Party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

4.8 Option. TVC and Venture shall cooperate in good faith and work diligently to negotiate and sign reciprocal option agreements (the "Option") within five (5) business days of the Effective Date of this Agreement. Such Option shall include the following terms:

(a) Term: Within one (1) year of the Effective Date of this Agreement, either party shall have the right to exercise the Option to acquire the other party's interest in the Shared Channel and Shared Transmission Facilities for the fair market value of such interest.

(b) Purchase Price: Upon exercise of the Option, the parties shall negotiate in good faith for a period of up to 30 days to determine the purchase price. The purchase price shall be a fair market value for the WNJJ Assets and shall, at a minimum, account for the value of the Seller's portion of the shared spectrum and the Seller's actual contributions (excluding reimbursements) for the shared equipment minus depreciation. If the parties are unable to reach an agreement as to the fair market value of the WNJJ Assets, then each party shall hire a broker to make a valuation of the WNJJ Assets. If the broker valuations differ by an amount that is less than twenty (20) percent, then the parties agree that the purchase price will be the average of the two valuations. If the valuations differ by more than twenty percent, then the two brokers will independently

recommend a third broker to make a new valuation. The purchase price will be the average of all three valuations. If either party disputes the valuation of the third broker, the matter shall be submitted to arbitration consistent with Section 5.3 of the CSA.

ARTICLE 5
DISPUTE RESOLUTION

If a claim, dispute, disagreement, or other matter in question exists between the Parties arising out of, or relating to, this Agreement or the performance thereof (a "Dispute"), including a disagreement over any matter that requires the mutual approval of the Parties in connection with their sharing and the operation of the Shared Channel and Shared Transmission Facilities, the following dispute resolution mechanisms shall apply:

5.1 Good Faith Negotiation. Initially, the Parties shall work together in good faith for a period of thirty (30) days to attempt to resolve a Dispute. In connection therewith, either Party may require the other Party to submit the reasons for its position in writing.

5.2 Mediation. If a Dispute cannot be settled by good faith negotiation between the Parties during the period specified in Section 5.1, and if the continued failure to settle such Dispute is likely to have a material adverse impact on the sharing and operation of the Shared Channel and Shared Transmission Facilities as contemplated by this Agreement, the Parties shall submit the Dispute to non-binding mediation as follows:

(a) For any Dispute involving the maintenance of the Shared Transmission Facilities in accordance with good engineering practices customary in the television industry, the Parties shall designate as a mediator a consulting engineer acceptable to each Party that neither Party has engaged previously to review the issue and recommend a resolution. If the Parties cannot agree upon such a mediator, then each Party shall designate a consulting engineer and the two consulting engineers shall designate a third consulting engineer who has not previously performed work for either Party as mediator.

(b) For any Dispute involving an expense calculation, the Parties shall designate as a mediator an accountant or other expert acceptable to each Party that neither Party has engaged previously to review the issue and recommend a resolution. If the Parties cannot agree upon such a mediator, then each Party shall designate an accountant or other expert and the two accountants/experts shall designate a third accountant/expert who has not previously performed work for either Party as mediator.

(c) For any other Dispute, either Party may elect to submit the Dispute to mediation under the Commercial Mediation Rules of the American Arbitration Association. If any Party so elects, the other Party shall submit to mediation. The mediator shall not have authority to impose a settlement upon the Parties, but will attempt to help them reach a satisfactory resolution of the disagreement.

(d) In any case, if the Dispute is not resolved to the satisfaction of the Parties within sixty (60) days after the appointment of a mediator, then any Party shall be entitled to immediately terminate such mediation.

5.3 Arbitration. If a Dispute cannot be settled in accordance with Sections 5.1, 5.2, or 5.3, the Dispute shall be submitted to, and determined by, arbitration. Such arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining (the "AAA Rules"), insofar as such AAA Rules are not inconsistent with the provisions expressly set forth in this Agreement, unless the Parties mutually agree otherwise, and pursuant to the following procedures:

(a) Notice of the demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association.

(b) Each Party shall appoint an arbitrator, and those Party-appointed arbitrators shall appoint a third neutral arbitrator within ten (10) days. If the Party-appointed arbitrators fail to appoint a third, neutral arbitrator within ten (10) days, such third, neutral arbitrator shall be appointed by the American Arbitration Association in accordance with the AAA Rules.

(c) A determination by a majority of the panel shall be binding.

(d) Reasonable discovery shall be allowed in arbitration.

(e) All proceedings before the arbitrators shall be held in New York, New York. The governing law shall be as specified in Section 6.10.

(f) The costs and fees of the arbitration, including attorneys' fees, shall be allocated by the arbitrators.

(g) The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

5.4 Injunctive Relief. Notwithstanding the foregoing, nothing in this Article 5 shall preclude either Party from applying to a court of competent jurisdiction in accordance with Section 6.10 for such equitable relief, including injunctive relief and specific performance as provided in Section 4.4(b), as is necessary to preserve and enforce their rights under this Agreement.

ARTICLE 6
MISCELLANEOUS

6.1 Confidentiality

Subject to the requirements of applicable law, all non-public information in this Agreement and all non-public information regarding Venture and TVC 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 (except a Party's officers, directors, employees, attorneys, or accountants). This Section shall survive any termination or expiration of this Agreement.

6.2 Compliance with Laws. The Parties intend that this Agreement and the performance of the obligations hereunder shall in all respects comply with the FCC Rules and other applicable laws. In the event that the FCC or any other governmental or judicial authority specifically determines that this Agreement does not comply with the FCC Rules, or any other laws, the Parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the Parties with a valid and enforceable agreement that conforms to the FCC Rules and other law, and preserves to the extent practicable in all material respects the Parties' rights, benefits and obligations under this Agreement.

6.3 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 fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action (except with respect to bankruptcy or insolvency proceedings), failure of facilities or act of God.

6.4 No Partnership. Neither the sharing of the Shared Channel nor the shared operation of the Shared Transmission Facilities shall constitute a profit-sharing arrangement, partnership, or joint venture between the Parties. Neither Party shall be deemed to be an agent or employee of the other Party, and neither Party has authority to bind the other Party except solely to the extent expressly provided for herein. The Parties expressly disavow any intention for this Agreement or the relationship established hereby to create or constitute a partnership or any other type of legal entity for Federal income tax purposes or for any other purpose. The Parties agree not to file a partnership or corporate tax return, conduct business under a common name, execute an agreement identifying any or all of the Parties as partners, shareholders, or members of a business entity, or otherwise hold themselves out as partners, shareholders, or members of a business entity.

6.5 Costs and Expenses. Except as otherwise specifically provided herein, Venture on the one hand, and TVC on the other, will each pay its own costs and expenses (including attorneys' fees, fees of advisors, accountants' fees, and other professional fees and expenses) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

6.6 Rules of Interpretation. The following rules of interpretation shall apply to this Agreement:

(a) the defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined;

(b) the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," and any list or series following any such term(s) is not exhaustive and (ii) not meant to be limited to elements or items of the same or similar kind;

(c) all references herein to Articles, Sections, and Exhibits shall be deemed references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require;

(d) all references to "herein," "hereof," "hereunder," and words of similar import shall refer to this Agreement as a whole rather than specific sections hereof unless the context shall otherwise require;

(e) the word "or" is not exclusive;

(f) references to any document, instrument, or agreement (i) shall include all exhibits, schedules, and other attachments thereto, which shall be deemed incorporated by reference in such document, instrument, or agreement, (ii) shall include all documents, instruments, or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument, or agreement, or replacement thereof, as amended, modified, and supplemented from time to time and in effect at any given time, and

(g) this Agreement is the result of arm's-length negotiations among, and has been reviewed by, each Party hereto and its respective counsel. Accordingly, this Agreement shall be deemed to be the product of the Parties thereto, and no ambiguity shall be construed in favor of or against any Party.

6.7 Entire Understanding. This Agreement, including the Exhibits hereto, contains the entire understanding among the Parties hereto with respect to the transactions contemplated herein and therein, and supersedes all negotiations, representations, warranties, commitments, offers, letters of intent, contracts, agreements, understandings, and writings not set forth herein or therein. No waiver and no modification or amendment of any provision of this Agreement shall be effective, unless specifically made in writing and duly signed by all Parties hereto. The failure of any Party at any time or times to require performance of any provision of this Agreement shall not affect the exercise of a Party's rights at a later date.

6.8 Headings. The Article and Section headings contained herein are for convenience and for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

6.9 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and permitted assigns, other than any person or entity entitled to indemnity under Article 3.

6.10 Applicable Law. This Agreement and the negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or related to this Agreement, whether arising in law or in equity, shall be governed by and construed under and in accordance with the laws of the jurisdiction of New York (excluding the choice-of-law provisions thereof), subject to all applicable rules, regulations, and orders, including, without limitation, provisions of the Communications Act of 1934, as amended, and regulations of the FCC.

6.11 Severability. If any court or other governmental authority holds any provision in 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; if the deletion of the invalid, illegal or unenforceable provision would deprive either Party of the benefits of this Agreement in any material respect, the offending provision or other provisions will be modified so as to maintain the essential benefits of the bargain between the Parties hereto to the maximum extent possible, consistent with applicable law and the rules of the FCC.

6.12 Assignment.

(a) This Agreement has been entered into by the Parties in reliance upon and in consideration of the character, reputation, skill, business acumen, and financial capacity of each Party. Accordingly, neither Party may assign or transfer, by operation of law or otherwise, or Sell its interest in, this Agreement or any of its rights, interests, or obligations under this Agreement.

(b) Notwithstanding the foregoing, either Party (the "Assignor") may assign this Agreement, without the consent of the other Party to an FCC-approved assignee or transferee of the FCC license for Assignor's Station (the "Assignee") where the Assignee is an affiliate in connection with a "pro forma" transfer or assignment pursuant to 47 C.F.R. § 73.3540(f) (or any successor thereto); provided, however, that the Assignor shall (I) provide prior written notice to the other Party of such assignment and (II) cause the Assignee to execute and deliver to the other Party an instrument in form and substance reasonably acceptable to the other Party pursuant to which the Assignee shall assume and accept all of the Assignor's obligations and agreement hereunder.

(c) ROFR. Prior to accepting an offer to purchase their respective Stations, the selling Party shall provide the other Party with notice of the offer and the relevant terms. The non-selling Party shall have fifteen (15) business days to provide a counter-offer to acquire the Station, which shall be accepted provided its terms are substantially equivalent and the price is equivalent to or better than the original offer.

(d) Any attempted assignment in violation of this Section 6.12 shall be null and void. In the event of any assignment or other transfer permitted by this Section 6.12, an instrument of assignment in form and substance reasonably acceptable to the non-assigning party shall be executed by the assignee and shall expressly state that the assignee assumes all of the applicable obligations and liabilities of the assignor contained herein. Upon any assignment or other transfer permitted by this Section 6.12, the assignor shall thereafter be relieved of any obligations or liabilities arising after the effective date of 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.

6.13 Further Assurances. Venture and TVC each shall:

(a) comply in all material respects with all applicable laws and governmental regulations, including, but not limited to, the rules and regulations of the FCC, and not knowingly take any action that reasonably would be likely to have a material adverse effect on the lawfulness or enforceability of this Agreement;

(b) not knowingly or intentionally take any action not contemplated hereunder that reasonably would be likely to have a material adverse effect on the Parties' ability to channel share pursuant to this Agreement; and

(c) cooperate with each other and take such further reasonable action as the other reasonably may request in order to effectuate fully the purposes, terms and conditions of this Agreement.

6.14 Notices.

(a) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be delivered in person or sent by overnight private commercial delivery service, by certified or registered United States mail, postage prepaid, or by confirmed facsimile transmission and addressed as follows:

To TVC:

José Ramón Grau-Pelegri
Baldorioty de Castro #61
Urb. Colimar Guaynabo
Puerto Rico 00969-6302
(787) 622-4555
Jose@tcpr.com

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

Charles R. Naftalin, Esq.
Holland & Knight LLP
800 17th Street, NW Suite 1100
Washington, DC 20006
(202) 457-7040
charles.naftalin@hklaw.com

To Venture:

Venture Technologies Group, LLC
5670 Wilshire Blvd, Ste 1620
Los Angeles, CA 90036
(323) 904.4090
rogow@loop.com

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

Joan Stewart, Esq.
Wiley Rein LLP
1776 K Street NW
Washington DC 20006
(202) 719.7438
jstewart@wileyrein.com

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 6.14, shall be effective upon such delivery.

(b) Either Party may from time to time change its address for the purpose of giving of notices to that Party, by giving to the other Party a notice specifying a new address in compliance with the provisions of this Section 6.14.

6.15 Counterparts. This Agreement may be executed in counterparts each of which shall be deemed to be an original, but both of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including email in PDF or other image form, and shall become binding upon receipt.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Channel Sharing Agreement on the date and year first written above.

TVC NY LICENSE LLC

By: _____
Name: José Ramón Grau-Pelegrí
Title: President

VENTURE TECHNOLOGIES GROUP, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have duly executed this Channel Sharing Agreement on the date and year first written above.

TVC NY LICENSE LLC

By:_____
Name: José Ramón Grau-Pelegri
Title: President

VENTURE TECHNOLOGIES GROUP, LLC

By:_____
Name: Lawrence Rogow
Title: Manager

EXHIBIT 2

Declaration of Michael Do

I, Michel Do, hereby declare as follows:

6. I am the Chief Operating Officer of New York Spectrum Holding Company, LLC ("NYSHC"), an applicant for displacement channel 30, New York, New York, to be associated with low power television station WYXN-LD (File No. 0000054668, the "WYXN Application") and displacement channel 23, New York, New York to be associated with low power television station WXNY-LD (File No. 0000053900, the "WXNY Application"). The WYXN Application and WXNY Application are mutually exclusive with applications filed by TVC NY License LLC and Venture Technologies Group, LLC.

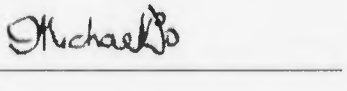
7. Pursuant to a Settlement Agreement entered into by New York Spectrum Holding Company, LLC, TVC NY License, LLC, Venture Technologies Group, LLC and Local Media TV New York, LLC on July 22, 2019 (the "Agreement"), the parties have agreed to resolve the above-referenced mutual exclusivities.

8. The Agreement is in the public interest. It conserves Commission resources by making an auction for these channels unnecessary. It also allows a multiple stations to continue serving their communities of license.

9. The WYXN Application and WXNY Application were not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with TVC NY License, LLC, Venture Technologies Group, LLC, Local Media TV New York, LLC, or any other person or entity.

10. Neither NYSHC nor its principals have received or been promised any money or other consideration in connection with the Agreement except as expressly set forth in the Agreement.

I declare under penalty of perjury that the foregoing facts are true and correct.



Dated: July 22, 2019

EXHIBIT 3

Declaration of José Ramón Grau-Pelegri

I, José Ramón Grau-Pelegri, hereby declare as follows:

1. I am the President of TVC NY License LLC ("TVC"), an applicant for displacement channel 30, New York, New York, to be associated with low power television station WNYN-LD (File No. 0000048135, the "WNYN Application"). The WNYN Application is mutually exclusive with applications filed by New York Spectrum Holding Company, LLC and Venture Technologies Group, LLC.

2. Pursuant to a Settlement Agreement entered into by New York Spectrum Holding Company, LLC, TVC NY License, LLC, Venture Technologies Group, LLC and Local Media TV New York, LLC on July 22, 2019 (the "Agreement"), the parties have agreed to resolve the above-referenced mutual exclusivities.

3. The Agreement is in the public interest. It conserves Commission resources by making an auction for this channel unnecessary. It also allows multiple stations to continue serving their communities of license.

4. The WNYN Application was not filed for the purpose of reaching or carrying out the Agreement with New York Spectrum Holding Company, LLC, Venture Technologies Group, LLC, Local Media TV New York, LLC, or any other such agreement with, or any other person or entity.

5. Neither TVC nor its principals have received or been promised any money or other consideration in connection with the Agreement except as expressly set forth in the Agreement.

I declare under penalty of perjury that the foregoing facts are true and correct.

José Ramón Grau-Pelegri

Dated: July 22, 2019

EXHIBIT 4

Declaration of Lawrence Rogow

I, Lawrence Rogow, hereby declare as follows:

1. I am the Manager of Venture Technologies Group, LLC ("VTG"), an applicant for displacement channel 30 New York, New York to be associated with low power television stations WNJJ-LD (File No. 0000054804, the "WNJJ Application") and channel 31, New York, New York to be associated with low power television station W34DI-D (File No. 0000054813, the "W34DI Application"). The WNJJ Application and W34DI Application are mutually exclusive with applications filed by TVC NY License LLC and New York Spectrum Holding Company, LLC.

2. VTG is also an applicant to displacement channel 23, West Orange, New Jersey to be associated with low power television station W25FA-D (File No. 0000054811, the "W25FA Application"). The W25FA Application is mutually exclusive with an application filed by New York Spectrum Holding Company, LLC.

3. Pursuant to a Settlement Agreement entered into by New York Spectrum Holding Company, LLC, TVC NY License, LLC, Venture Technologies Group, LLC and Local Media TV New York, LLC on July 22, 2019 (the "Agreement"), the parties have agreed to resolve the above-referenced mutual exclusivities.

4. The Agreement is in the public interest. It conserves Commission resources by making an auction for these channels unnecessary. It also allows a multiple stations to continue serving their communities of license.

5. The WNJJ Application, W34DI Application and the W25FA Application were not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with TVC NY License LLC, New York Spectrum Holding Company, LLC, Local Media TV New York, LLC, or any other person or entity.

6. Neither VTG nor its principals have received or been promised any money or other consideration in connection with the Agreement except as expressly set forth in the Agreement.

I declare under penalty of perjury that the foregoing facts are true and correct.



Dated: July 22, 2019

EXHIBIT 5

Declaration of Lawrence Rogow

I, Lawrence Rogow, hereby declare as follows:

1. I am the Manager of Local Media TV New York, LLC ("LM"), an applicant for a minor modification of the licensed facilities of low power television station WNMF-LD (File No. 0000072006, the "WNMF Application").

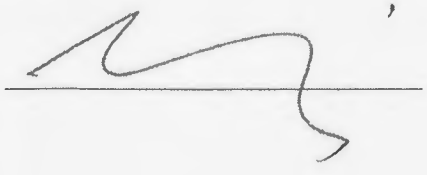
2. Pursuant to a Settlement Agreement entered into by New York Spectrum Holding Company, LLC, TVC NY License, LLC, Venture Technologies Group, LLC and LM on July 22, 2019 (the "Agreement"), the parties have agreed to resolve the certain mutual exclusivities.

3. The Agreement is in the public interest. It conserves Commission resources by making an auction for this channel unnecessary. It also allows a multiple stations to continue serving their communities of license.

4. The WNMF Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with TVC NY License, LLC, New York Spectrum Holding Company, LLC, Venture Technologies Group, LLC, or any other person or entity.

5. Neither LM nor its principals have received or been promised any money or other consideration in connection with the Agreement except as expressly set forth in the Agreement.

I declare under penalty of perjury that the foregoing facts are true and correct.



Dated: July 22, 2019