

CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AGREEMENT ("Agreement") is made as of April 22, 2021 between ATV Holdings, Inc. ("ATV") and America Teve Holdings, Inc. ("Teve").

RECITALS

A. ATV is the licensee of digital low power television Station WLMF-LD, FCC Facility ID 51285 ("WLMF"), currently operating on Channel 20 and licensed to Miami, Florida;

B. Teve 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. Teve wishes to share the channel occupied by WLMF (the "Shared Channel"), and ATV wishes to act as the host for WFUN.

D. ATV and Teve 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 WLMF 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", and together with the Transmitter Site, the "Transmission Facilities").

E. ATV and Teve 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 seven years, unless earlier terminated pursuant to the terms of this Agreement. At the end of the Term, this Agreement shall automatically be extended for additional one-year terms 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. **ATV** will bear all costs of acquiring, maintaining, and operating its transmission equipment, including electric power costs, as well as all costs associated with modifying the Transmitter Site to allow channel sharing to take place. **Teve** will bear all costs associated with transporting the WFUN signals from its facilities to the Transmission Facilities, including decoding and converting the signals. **ATV** will bear all costs associated with the reception of the WFUN signals, including feeding the WLMF linear encoder with the WFUN OTA virtual channel and call sign or other identification.

(b) Consideration. Upon implementation of sharing, Teve will pay **ATV** the sum of \$15,000 **Dollars per month** ("Monthly Payment") as consideration for channel sharing. Each Monthly Payment thereafter is due on the 1st day of each month prior to the month being paid for, or next business day if the 1st falls on a weekend or holiday, and shall be made by wire transfer of immediately available funds in accordance with wiring instructions provided by **ATV**.

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) fifty percent of the Mb/s to WLMF

(ii) fifty percent 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, Teve shall be referred to as the "Guest" and **ATV** shall be referred to as the "Host" and WLMF may be referred to as the "Host's Station" and WFUN may be referred to as the "Guest's Station" and collectively, the "Stations".

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.

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 either party 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. Teve 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.

(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.

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.

(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. 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 any necessary 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. Host and Guest shall each cooperate to 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, 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.
- 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.

(f) Deployment of Other Transmission Technologies. Except as set forth this Agreement, either Host or Guest, 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.

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.

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. 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.

12. 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.

13. 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.

14. 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.

15. 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 15(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.

(d) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

16. 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.

17. 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.

18. 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 ATV Holdings, Inc.:

1001 Brickell Bay Dr.
Suite ~~1800~~ 2730
Miami, FL 33131

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

If to America Teve Holdings, Inc.:

America Teve Holdings, Inc.
13001 NW 107th Avenue
Hialeah Gardens, FL 33018



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

[Remainder of this Page Intentionally Left Blank]

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.

<p>ATV HOLDINGS, INC.</p> <p>By:  _____</p> <p>Name: Marcell Felipe</p> <p>Title: President</p>	<p>AMERICA TEVE HOLDINGS, INC.</p> <p>By:  _____</p> <p>Name: Carlos Vasallo</p> <p>Title: President & CEO</p>
--	--