

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

In re Applications of)	
)	
NEW YORK SPECTRUM HOLDING)	
COMPANY, LLC)	
)	
For Displacement Channel 14)	
KMMC-LD, San Francisco, CA (FID 30977))	File No. 0000053901
)	
and)	
)	
ONE MINISTRIES, INC.)	
)	
For Displacement Channel 14)	
KQTA-LD, San Francisco, CA (FID 182960))	File No. 0000054596
)	
and)	
)	
WORD OF GOD FELLOWSHIP, INC.)	
)	
For Displacement Channel 14)	
KDTS-LD, San Francisco, CA (FID 167032))	File No. 0000052106
)	

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

JOINT REQUEST FOR APPROVAL OF CHANNEL SHARING AGREEMENT

New York Spectrum Holding Company, LLC (“NYSHC”), licensee of low-power television station KMMC-LD, San Francisco, CA (FID 30977), One Ministries, Inc. (“OMI”), licensee of low-power television station KQTA-LD, San Francisco, CA (FID 182960), and Word of God Fellowship, Inc. (“WOGF”), licensee of low-power television station KDTS-LD, San Francisco, CA (FID 167032), pursuant to Section 73.3525 of the Commission’s Rules, hereby

request that the FCC approve the Channel Sharing Agreement attached as Exhibit 1.¹ The parties request that the Commission accept this solution and permit WOGF to amend its displacement application for KDTS-LD as set forth in the Channel Sharing Agreement and permit NYSHC and OMI to file applications for KMMC-LD and KQTA-LD, respectively, to channel share with KDTS-LD. In support of this request, NYSHC, OMI, and WOGF are submitting, as Exhibits 2, 3, and 4 respectively, the declarations required by Section 73.3525 of the Commission's Rules.

¹ The above-captioned applications are assigned to MX Group MX008 (previously MX7). *See Auction of Construction Permits for Low Power Television and TV Translator Stations Scheduled for September 10, 2019, Comment Sought on Bidding Procedures for Auction 104*, Public Notice, DA 19-229 (rel. Mar. 29, 2019).

Respectfully Submitted,

NEW YORK SPECTRUM HOLDING
COMPANY, LLC

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May 23, 2019

EXHIBIT 1

CHANNEL SHARING AGREEMENT

(Schedules Omitted)

CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT

THIS CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT (this “Agreement”) is made as of May 17, 2019 (the “Execution Date”) between New York Broadband LLC and commonly-owned affiliate, New York Spectrum Holding Company LLC (together “NYSHC”), One Ministries, Inc. (“OMI”), and Word of God Fellowship, Inc. (“WoGF”) (each individually a “Party” and collectively the “Parties”).

Recitals

A. NYSHC owns and operates the following television broadcast station, including its primary and all multicast streams (“KMMC-LD”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

KMMC-LD, San Francisco, California (FCC Facility ID No. 30977)

B. OMI owns and operates the following television broadcast station, including its primary and all multicast streams (“KQTA-LD”) pursuant to licenses issued by FCC:

KQTA-LD, San Francisco, California (FCC Facility ID No. 182960)

C. WoGF owns and operates the following television broadcast station, including its primary and all multicast streams (“KDTS-LD”) pursuant to licenses issued by FCC:

KDTS-LD, San Francisco, California (FCC Facility ID No. 167032)¹

D. KMMC-LD is currently licensed to operate on RF channel 40. As a result of the forthcoming reorganization of broadcast television stations, KMMC-LD has been or will be displaced. On May 8, 2018, NYSHC filed a Displacement for LPTV Station Application with the FCC, File Number 0000053901, seeking authority to relocate KMMC-LD’s operations to RF channel 14 (the “KMMC-LD Displacement Application”).

E. KQTA-LD is currently licensed to operate on RF channel 13. As a result of the forthcoming reorganization of broadcast television stations, KQTA-LD has been or will be displaced. On May 29, 2018, OMI filed a Displacement for LPTV Station Application with the FCC, File No. 0000054596, seeking authority to relocate KQTA-LD’s operations to RF channel 14 (the “KQTA-LD Displacement Application”).

F. KDTS-LD is currently licensed to operate on RF channel 8. As a result of the forthcoming reorganization of broadcast television stations, KDTS-LD has been or will be displaced. On April 10, 2018, WoGF filed a Displacement for LPTV Station Application with the FCC, File No. 0000052106, seeking authority to relocate KDTS-LD’s operations to RF channel 14 (the “KDTS-LD Displacement Application”).

¹ Each of KMMC-LD, KQTA-LD, and KDTS-LD shall be referred to herein as a “Station.”

G. The FCC determined in *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window*, Public Notice, DA 18-1108 (rel. Oct. 30, 2018), that KMMC-LD Displacement Application, the KQTA-LD Displacement Application, and the KDTS-LD Displacement Application are mutually exclusive and assigned them to MX Group MX7. In *Auction of Construction Permits for Low Power Television and TV Translator Stations Scheduled for September 10, 2019, Comment Sought on Bidding Procedures for Auction 104*, Public Notice, DA 19-229 (rel. Mar. 29, 2019) (the “Auction 104 Comment PN”), the Commission re-designated the MX Group as MX008 for the auction.²

H. NYSHC, OMI, and WoGF desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing channel sharing of low power television stations and any other FCC orders or public notices relating to the Incentive Auction and channel sharing (collectively, the “Channel Sharing Rules”) to operate KMMC-LD, KQTA-LD, and KDTS-LD, respectively, on a shared 6 MHz channel (the “Shared Channel”) to be operated by WoGF on facilities at Sutro Tower to be proposed in an amended displacement application for KDTS-LD (the “KDTS-LD Amendment”) and on the terms set forth in this Agreement.

I. Concurrently herewith, NYSHC, OMI, and WoGF have entered a Settlement Agreement setting forth the terms of their resolution of their mutual exclusivity in MX Group MX008 (the “Settlement Agreement”).

Agreement

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

ARTICLE 1: COMMENCEMENT

1.1. Term. The term of this Agreement (the “Initial Term” and, together with any extension in accordance with the terms hereof, the “Term”) will begin on the date of this Agreement and will continue in perpetuity unless earlier terminated in accordance with this Agreement.

1.2. Commencement of Shared Operations.

(a) The Parties shall cooperate to transition to a location at Sutro Tower to be proposed in the KDTS Amendment (as may change from time to time, the “Transmitter Site”)

² The Auction 104 Comment PN identifies a fourth station, KAAP-LD, as part of MX Group MX008. On December 28, 2018, the FCC dismissed the application for KAAP-LD identified in the Auction 104 Comment PN, and on April 25, 2019, at the request of the licensee of KAAP-LD, the FCC dismissed a petition for reconsideration of that decision. The Parties enter into this agreement with the understanding that KAAP-LD is no longer part of MX Group MX008.

using such other equipment necessary for channel sharing by the Parties in the operation of their respective stations broadcasting on the Shared Channel (as modified or replaced from time to time, the “Shared Equipment,” and together with the Transmitter Site, the “Transmission Facilities”). Each Party shall begin broadcasting from the Shared Channel and the Transmission Facilities on a mutually agreeable date to be reasonably determined by the Parties following FCC final non-reviewable approval of this Agreement and issuance of the CPs (as defined in Section 1.3(a)), the “Sharing Commencement Date”). Any changes in the Transmitter Site following the relocation by KDTS-LD to the location specified in the KDTS Amendment shall be by mutual agreement between the Parties. For the avoidance of doubt, the failure by one Party to begin operating from the Transmission Facilities shall not preclude any other Party from operating from the Transmission Facilities.

(b) WoGF shall use commercially reasonable efforts to obtain the maximum amount of reimbursement permissible under the Consolidated Appropriations Act 2018, Pub. L. No. 115-141, at Division E, Title V, § 511, 132 Stat. 348 (2018) (codified at 47 U.S.C. § 1452(j)-(n)) (“REA”) and the rules and processes adopted by the FCC to implement the REA for costs that it incurs to modify the Transmission Facilities for shared use under this Agreement (the “Reimbursed Expenses”). Subject to Section 3.4, the Parties shall share on an equal basis all out-of-pocket costs and expenses (excluding any Reimbursed Expenses) reasonably necessary to modify the Transmission Facilities for shared use under this Agreement, provided that, unless expressly set forth in this Agreement, any modification of the Transmission Facilities, or installation of equipment at the Transmission Facilities, shall be conducted only with the consent of, and under the supervision of, WoGF.

1.3. FCC Filings.

(a) Within thirty (30) calendar days after the FCC first communicates its approval of the Settlement Agreement, either through direct communications with the Parties or by public notice, (i) WoGF shall file with the FCC the KDTS-LD Amendment; and (ii) NYSHC and OMI shall amend and thereafter diligently prosecute minor modification applications (or such other applications as may be required by the FCC) for a construction permit for KMMC-LD and KQTA-LD, respectively, in order to implement this Agreement (the “CPs”) (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information as mutually determined). Each Party shall furnish the others with such information and assistance as reasonably necessary in connection with the preparation of the aforementioned applications (or the covering license applications). All costs and FCC filing fees (if any) associated with the aforementioned applications shall be paid by the filing Party. No Party shall take any action that would reasonably be expected to result in the dismissal of the FCC applications for the CPs or the covering license applications. The Parties shall cooperate in good faith to prepare, submit, and prosecute any other applications with the FCC that may be necessary to implement the sharing arrangement contemplated by this Agreement, including without limitation license applications for the Shared Channel.

(b) Within ten (10) days after the Sharing Commencement Date, NYSHC and OMI shall file and thereafter diligently prosecute a license application to cover the CP, and, to

the extent necessary, WoGF shall file and thereafter diligently prosecute a license application with respect to channel sharing.

(c) If the FCC imposes a condition on the approval, performance or terms and conditions of this Agreement or any of the FCC applications filed pursuant to this Agreement that (i) has the effect of materially increasing the cost of performance by a Party of its obligations under this Agreement or (ii) cancels, changes or supersedes any material term or provision of this Agreement (collectively, a “Regulatory Condition”), then the Parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as may be necessary to comply with such Regulatory Condition, while maintaining to the greatest extent possible the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition, provided that no Party shall be required to agree to any amendment that would deprive that Party of a material benefit of this Agreement.

1.4. Payments. As sole consideration for the rights to use the Shared Channel as provided under this Agreement, the Parties shall each pay their respective share of all costs for operating the Shared Channel as set forth in *Section 3.4*.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, from and after the Sharing Commencement Date, the Parties shall share the 6 MHz Shared Channel (or 19.39 Megabits per second (“Mb/s”) as allocated under the current ATSC 1.0 system) in accordance with the allocation set forth on *Schedule 2.1*. The Parties may change the allocation of bandwidth set forth on *Schedule 2.1* at any time as they may mutually agree, provided that any allocation shall comply with the FCC’s requirements and, at a minimum, shall provide that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one Standard Definition over-the-air program stream at all times.

2.2. Encoding. In order to take advantage of a Stat Mux pool, the Parties may implement a single common encoding pool.

2.3. Technical Changes.

(a) Mandatory Changes. In the event that the FCC requires new standards of modulation or other technical or other modifications to the operation of the Transmission Facilities or the Shared Channel, the Parties will timely make any such modifications in compliance with such requirements established by the FCC. Each Party shall be responsible for its pro rata share of the reasonable out-of-pocket costs to implement such mandatory modulation or technical changes (in accordance with the then-current capacity allocation). In the event that such changes alter the available bandwidth on the Shared Channel, the Parties will cooperate to divide the available bandwidth following such modifications consistent with the capacity allocation prior to the modifications.

(b) New Transmission Technologies. Except for mandatory changes required by the FCC (which shall be treated in accordance with Section 2.3(a)), no Party shall adopt,

deploy or implement any new transmission systems or new technical standards, including without limitation the new modulation standard or transmission technology currently known within the television industry as ATSC 3.0 (“ATSC 3.0 Upgrade”), for the Shared Channel without the prior written consent of the each of the other Parties, *provided, however*, that the Parties may complete the ATSC 3.0 Upgrade: (i) upon the approval of the Parties allocated the majority of the bandwidth under *Schedule 2.1*; and (ii) upon no less than six (6) months’ written notice to the other Parties. Any budget, cost allocation and timeline for implementing the ATSC 3.0 Upgrade or any other new mutually agreed transmission technologies shall comply with applicable FCC rules and regulations, meet generally accepted industry standards, and shall be mutually agreed to by the Parties allocated the majority of the bandwidth under *Schedule 2.1*, with the cost of such ATSC 3.0 Upgrade to be shared by all of the Parties in accordance with Section 3.4(a).

2.4. Use of Capacity. Each Party shall have the right to use its allocated capacity on the Shared Channel in such Party’s sole discretion in accordance with the terms of this Agreement and all FCC rules and regulations, including without limitation broadcasting one stream or multiple streams and broadcasting content provided by third parties; provided that each Party shall be responsible for all of its costs associated with adding multiple program streams requested by it to the encoding pool. No Party shall take any action that interferes with another’s use of capacity on the Shared Channel or the Transmission Facilities. Each Party shall have the right, in its sole discretion, to enter into additional channel sharing or sub-sharing agreements within its allocated capacity on the Shared Channel that do not have an adverse effect on any other Party’s station or the Shared Channel.

2.5. Transmissions. Each Party shall be responsible, at its sole expense, for transmitting its station’s programming in a broadcast-ready final format to the Transmitter Site or other receive site reasonably designated by WoGF. WoGF may encode, compress or modulate the other Parties’ content as required to statistically multiplex together the Parties’ content streams using the parameters set forth in this Agreement, provided that WoGF shall not otherwise alter the content provided by any other Party and the content transmitted on the spectrum allocated to any other Party shall be treated in substantially the same manner as the content of WoGF.

2.6. FCC Licenses.

(a) Authorizations. Each Party shall maintain all FCC licenses necessary for its operations on its station in full force and effect during the Term. No Party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other Parties.

(b) Compliance with Law. Each Party shall comply with this Agreement, the Channel Sharing Rules, and with all other FCC and other applicable laws with respect to its ownership and operation of its station subject to this Agreement and its use of the Shared Channel. Each Party shall be solely responsible for all content it transmits on the Shared Channel.

(c) Control. Consistent with FCC rules, each Party shall control, supervise and direct the day-to-day operation of its station subject to this Agreement (including its employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. No Party shall use the call letters of the others' television station(s) in any medium, except in correspondence with the FCC related to the performance of this Agreement.

(d) Channel Sharing Documents. In the event that the FCC adopts changes to the Channel Sharing Rules, the Parties will undertake good faith negotiations to amend this Agreement as necessary in order to comply with such changes to the Channel Sharing Rules. Each Party shall notify the others of all documents filed with or received from the FCC with respect to this Agreement, the transactions contemplated hereby or the Shared Channel, and shall provide the others with copies of such documents to the extent permitted by FCC rules and other applicable laws.

(e) Channel Identification. The Parties shall determine their respective major and minor channel numbers consistent with the FCC's rules and shall work together in good faith to resolve any conflicts between them. No Party shall use PSIP channel 14 for its respective Station without first obtaining the written consent of each of the other Parties.

ARTICLE 3: OPERATIONS

3.1. Transmission Facilities.

(a) Access. To the extent permitted under any applicable tower lease, WoGF shall provide the other Parties with reasonable access to the Transmitter Site upon reasonable notice twenty-four (24) hours a day, seven (7) days a week for the purposes of allowing the other Parties to implement the terms of this Agreement. Each Party shall assume all responsibility for any loss, damage, or liability caused by its employees or contractors while at the Transmitter Site. WoGF will use commercially reasonable efforts to ensure that any tower lease for the Transmitter Site provides each Party with access to the Transmission Facilities equal to that of WoGF.

(b) Facilities.

(i) A list of material items of Shared Equipment as of the date of this Agreement has been prepared and separately agreed to by the Parties, and such list may be updated by the Parties upon mutual agreement. The Shared Equipment shall include any replacements of such items or additions thereto as mutually agreed by the Parties from time to time in accordance with this Agreement. Title to all Shared Equipment owned by any Party shall remain with that Party. Title to any Shared Equipment acquired after the execution of this Agreement shall be in the name of WoGF, subject to the terms of this Agreement. The shared use under this Agreement does not constitute a conveyance of title.

(ii) WoGF shall operate, maintain and repair the shared Transmission Facilities in accordance with good engineering practices customary in the television industry and shall use commercially reasonable efforts to inform each other Party by electronic means at least

seven (7) calendar days in advance as to all material repairs to the Transmission Facilities that might affect any other Party's full enjoyment and use of the Transmission Facilities. If at any time the Shared Channel is off the air or operating at a reduced power level, WoGF shall use commercially reasonable efforts and endeavor in good faith to return the Shared Channel to the air and restore power as promptly as possible.

(c) Exclusive Equipment. Subject to WoGF's consent, not to be unreasonably withheld, any Party may install equipment owned solely by it at the Transmitter Site. Each Party shall, at its own expense, maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with past practice. Title to all such equipment solely owned by a Party shall remain with such Party. For the avoidance of doubt, it shall be presumptively reasonable for any Party to use the same amount of space at the Transmitter Site for equipment solely owned by it as WoGF uses for equipment solely owned by WoGF.

(d) Operations. Each Party shall:

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

(ii) use the Transmission Facilities only for the operation of its Station as set forth in the Recitals in the ordinary course of business, including any purpose permitted under this Agreement or the terms of its Station's FCC authorizations;

(iii) maintain, at its own expense, industry standard insurance with respect to its use of the Transmission Facilities and operations from the Transmission Facilities during the Term and name the other Parties as additional insureds under such policies; and

(iv) comply in all material respects with all laws applicable to its operations relating to the Transmission Facilities.

(e) Cooperation. In the event any Party determines, in its reasonable, good faith discretion, that it is reasonably necessary for another Party to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or another Party's equipment located at the Transmitter Site so that the requesting Party can maintain, install, repair, remove or otherwise work on the Shared Equipment, the Shared Channel or its Station, then the other Parties shall cooperate with such request. If requested, the non-requesting Parties shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or their equipment located at the Transmitter Site so that the requesting Party can perform such work, *provided* that the requesting Party takes all reasonable measures to minimize the amount of time the non-requesting Parties shall operate with reduced facilities and that the requesting Party takes all reasonable measures to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time convenient to the non-requesting Parties, between the hours of midnight and 5 a.m. if practicable. In all events, the requesting Party shall conduct all actions contemplated by this Section in accordance with applicable law and good engineering practices.

(f) Alterations to Transmission Facilities. During the Term, the Parties shall discuss on an ongoing basis from time to time appropriate future capital expenditures that may

be reasonably necessary or desirable to improve, upgrade or otherwise alter the Transmission Facilities, *provided, however*, that, subject to Section 2.3(b), no Party shall upgrade or modify the shared Transmission Facilities without the other Parties' prior consent, such consent not to be unreasonably withheld.

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

(h) Contractors. All contractors and subcontractors of any Party who performs any service at the Transmitter Site shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in the state of California in commercially reasonable types and amounts.

(i) Hazardous Materials. Each Party shall: (i) comply with all environmental laws applicable to its operations from the Transmission Facilities, (ii) not cause or permit the release of any hazardous materials on, to, or from the Transmission Facilities in violation of any applicable environmental laws, (iii) not take any action that would subject the Transmission Facilities to permit requirements for storage, treatment, or disposal of hazardous materials and (iv) not dispose of hazardous materials at the Transmission Site except in compliance with applicable law.

3.2. Interference. Each Party shall use commercially reasonable efforts to avoid interference to another Party or third parties by its respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. No Party shall make any changes or installations at the Transmitter Site or enter into any third-party arrangement that could reasonably be expected to impair or interfere in any material respect with another Party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the Party experiencing interference shall notify the other Parties in writing and the Parties so notified shall take all commercially reasonable steps to correct such interference in all material respects as promptly as possible.

3.3. Force Majeure. No Party shall be liable to the other for any failure or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

3.4. Expenses.

(a) Operating and Capital Costs. The expenses of operating the Shared Channel and the Transmission Facilities and the capital costs shall be paid as set forth on *Schedule 3.4*.

(b) Sole Costs of Each Party. Each Party shall be solely responsible for (i) costs for any necessary link between its station's studio site and the site from which KDTS-LD transports its signal to the Transmitter Site for broadcast on the Shared Channel, (ii) all Expenses (as defined in *Schedule 3.4*) related to any equipment solely owned by it and located at the Transmitter Site and (iii) all of its expenses not related to the Transmission Facilities. Each Party shall be responsible for delivery of its signal directly to any cable headends (if applicable).

3.5. Consultation Regarding Operational Matters. In order to address ongoing operational, technical or engineering issues that may arise following the date of this Agreement, 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"). The Principal Liaisons shall meet at such times as the Parties may reasonably designate in good faith or upon the reasonable request of any Party upon appropriate prior notice, to confer in good faith to address matters related to shared operations, including without limitation discussing technological, logistical or marketplace changes that may affect the Transmission Facilities, reviewing the technical parameters of this Agreement, discussing proposed capital expenditures and any outstanding payments under this Agreement, and generally facilitating cooperation with respect to channel sharing. Meetings of the Principal Liaisons may include such other employees or designees of a Party as may be desirable.

3.6. Representations and Warranties.

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

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

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

ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each Party shall indemnify, defend and hold the others harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement, and (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement. The prevailing Party or Parties in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing Party or Parties.

4.2. Operational Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, each Party shall indemnify, defend and hold the others harmless from and against any and all loss, liability, cost and expense (including without limitation reasonable attorneys' fees) arising from the programming, advertising and operation of its Station using the Shared Channel, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

4.3. Liability. In no event shall a Party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such Party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages. No Party shall have any obligation or liability with respect to another Party's station, except as specifically set forth in this Agreement.

4.4. Indemnification Procedures. The Party seeking indemnification hereunder shall (i) give the indemnifying Party prompt written notice of the relevant claim, (ii) cooperate with the indemnifying Party, at the indemnifying Party's expense, in the defense of such claim and (iii) give the indemnifying Party the right to control the defense and settlement of any such claim, except that the indemnifying Party shall not enter into any settlement without the indemnified Party's prior written approval, which shall not unreasonably be withheld. The indemnified Party shall have no authority to settle any claim on behalf of the indemnifying Party.

ARTICLE 5: TERMINATION AND REMEDIES

5.1. Termination.

(a) Breach. Any Party may terminate this Agreement as to any breaching Party by written notice to the other Parties (the "Breach Notice") in the event of a material breach of or default under this Agreement which is not cured within ninety (90) days after receipt by the breaching party of the Breach Notice. A material breach or default under this Agreement shall be defined as a breach of a material obligation of a Party under this Agreement that (i) results in a fundamental impairment of a Party's ability to broadcast its programming on the Shared Channel or (ii) constitutes a failure by a Party to pay the other Parties within the time frame allowed any undisputed payment owed under this Agreement. In the event of a termination for breach, the breaching Party shall have fifteen (15) days following the date the

termination becomes effective to either cure the breach or commence a lawsuit seeking a declaration that it is not in material breach. If the breaching Party does not cure the breach or commence such a lawsuit or if a final judgment is issued against the breaching Party, then this Agreement shall terminate as to the breaching Party and the breaching Party's spectrum usage rights for the full 6 MHz Shared Channel shall revert to the non-breaching Parties.

(b) Loss of License. If any Party's FCC authorization to operate on the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, materially impaired, withdrawn, surrendered, not renewed, or otherwise terminated for any reason following, if applicable, by a final FCC order (as defined below), then simultaneously therewith that Party's spectrum usage rights for the full 6 MHz Shared Channel shall revert to the other Parties and this Agreement shall terminate as to that Party. In such event, the Parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the surviving Parties to assume such spectrum. An FCC order shall be final upon the earlier of the date that: (i) the time to seek reconsideration or judicial review of such order by a Party or the FCC has passed and no reconsideration or judicial review has been requested or ordered; or (ii) the Party has exhausted all available remedies for review at the FCC and in any court of competent jurisdiction.

(c) Convenience. Any Party may terminate this agreement solely as to such Party at any time and for any reason upon ninety (90) days written notice to the other Parties. In such event, the non-terminating Parties shall retain all rights to use the full 6 MHz Shared Channel and the terminating Party shall take no action to cause technical interference with the non-terminating Parties' use thereof. In such event, the Parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the surviving Parties to assume such spectrum.

(d) Survival. No termination shall relieve a Party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4, Sections 5.1, 6.1 and 6.9 and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

(e) Surrender of Facilities. Within fifteen (15) days after any termination of this Agreement under Section 5.1(a)-(d) becomes effective, the non-surviving Party shall vacate the Transmitter Site, remove all of its assets from the Transmitter Site, surrender the Transmitter Site in substantially the same condition existing on the Sharing Commencement Date (reasonable wear and tear excepted) and return to the other Parties all keys and other means of entry to the Transmitter Site. The surviving Parties shall have the right, but not the obligation, to acquire any Shared Equipment by paying to the non-surviving Party its share of the fair market value of the Shared Equipment at such time, taking into account reasonable wear and tear and depreciation since its acquisition and any amount already paid by the surviving Parties for that equipment pursuant to Section 3.4.

5.2. Specific Performance. In addition to any other available remedies, in the event of failure or threatened failure by a Party to comply with the terms of this Agreement, the other Parties shall be entitled to an injunction restraining such failure or threatened failure and, subject

to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

5.3. Remedies Cumulative. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

ARTICLE 6: MISCELLANEOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the Parties and their respective businesses and properties that is disclosed in connection with the negotiation, execution or performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the Parties' representatives, agents and lenders. No Party shall issue or cause the publication of any press release or other public statement relating to this Agreement or disclose the existence of or details regarding this Agreement to any unaffiliated third party without the prior written consent of the other Parties. Notwithstanding anything to the contrary herein, the Parties acknowledge that they will be required to submit this Agreement (with redactions agreed to by the Parties) with their applications for the CPs and/or Shared Channel licenses. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each Party represents and warrants to the others that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state of California, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a Party or by which it is bound.

6.3. Assignment. Upon prior written notice to the other Parties, each Party shall assign this Agreement to any FCC-approved assignee or transferee of its respective station, who shall assume this Agreement in a writing delivered to the other Parties, effective upon consummation 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. No assignment shall relieve any Party of any obligation or liability under this Agreement unless and to the extent that the assignee is an FCC-approved licensee. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the Parties hereto and their successors and permitted assigns.

6.4. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules and published policies of the FCC. If any court or governmental authority holds any provision of this Agreement invalid, illegal, or unenforceable under any applicable law, then, so long as 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, and the Parties shall negotiate in good faith to amend this Agreement, if necessary and as appropriate, to accommodate such ruling.

6.5. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service (in the case of delivery by overnight courier, an email copy shall be sent simultaneously with delivery to the courier), and shall be addressed as follows (or to such other address as any Party may request by written notice):

if to NYSHC:

Michael Do
Chief Operating Officer
New York Spectrum Holding Company LLC &
New York Broadband LLC
12020 Sunrise Valley Drive
Reston VA 20191
Telephone: (571) 471-8806
email: michael.do@nybbsat.com

if to OMI:

One Ministries, Inc.
PO Box 1118
Santa Rosa, CA 95402
Telephone: (707) 479-9428
email: keith@leitch.tv

with a copy, which shall not constitute notice, to:

James L. Oyser, Esq.
Law Offices of James L, Oyster
108 Oyster Lane
Castleton, VA 22716
jimoyster@gmail.com

If to WoGF:

Word of God Fellowship, Inc.
3901 Highway 121 South
Bedford, TX 76021
Telephone: (817) 571-1229
email: arnold.torres@daystar.com

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

Ari Meltzer
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
ameltzer@wileyrein.com

6.6. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of New York.

6.7. Issue Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, the Parties shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the Parties through consultations among their respective senior executives. If the issue remains unresolved for a period of sixty (60) days, then the Parties may elect to submit the disputed matter to a mutually agreeable independent third party with substantial experience and expertise in the business and operation of television broadcast stations to serve as a non-binding mediator, with the costs of such third party mediator to be split equally between the Parties.

6.8. Information. If any Party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it which is not dismissed within sixty (60) days of the date of filing, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization, or makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide written notice of such proceeding to the other Parties and provide all information with respect thereto as reasonably requested by the other Parties.

6.9. Miscellaneous. This Agreement may not be amended except in a writing executed by each Party. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of such waiver or consent is sought. No Party shall be authorized to act as an agent of or otherwise to represent the other Parties to this Agreement. Except as expressly set forth in this Agreement, each Party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof, except for Section 3 of the Settlement Agreement, which shall remain binding. No Party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may be executed in separate counterparts.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

NEW YORK SPECTRUM HOLDING COMPANY
LLC

By: Michael Do
Name: Michael Do
Title: Chief Operating Officer

ONE MINISTRIES, INC.

By: Keith Leitch
Name: Keith Leitch
Title: President

WORD OF GOD FELLOWSHIP, INC.

By: Arnold Torres
Name: ARNOLD TORRES
Title: BUSINESS ADMINISTRATOR

EXHIBIT 2

DECLARATION OF New York Spectrum Holdings LLC

I, Michael Do, hereby declare as follows:

1. I am the Chief Operating Officer of New York Spectrum Holding Company, LLC (“NYSHC”), an applicant for a displacement channel on Channel 14, San Francisco, CA, to be associated with low-power television station KMMC-LD, San Francisco, CA (Fac. ID 30977) (the “KMMC-LD Application”). The KMMC-LD Application is mutually exclusive with applications filed by One Ministries, Inc. (“OMI”) for KQTA-LD and by Word of God Fellowship, Inc. (“WOGF”) for KDTS-LD.


2. Pursuant to a Channel Sharing Agreement entered into by NYSHC, OMI, and WOGF on May 21, 2019 (the “Agreement”), the parties have agreed to resolve the above-referenced mutual exclusivities.

3. The Agreement is in the public interest for two reasons. First, it conserves Commission resources by making an auction for these channels in the San Francisco, California markets unnecessary. Second, it allows all three stations to continue to serve their communities of license.

4. The KMMC-LD Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with OMI, WOGF, or any other person or entity.

5. Neither NYSHC nor its principals have received or have been promised to receive any money or other consideration in connection with the Agreement (except for the customary sharing of expenses to channel share, as expressly set forth in the Agreement).

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



Dated: May 21, 2019

EXHIBIT 3

DECLARATION OF One Ministries, Inc. / Keith Leitch

I, Keith J. Leitch, hereby declare as follows:

1. I am President of One Ministries, Inc. ("OMI"), an applicant for a displacement channel on Channel 14, San Francisco, CA, to be associated with low-power television station KQTA-LD, San Francisco, CA (Fac. ID 182960) (the "KQTA-LD Application"). The KQTA-LD Application is mutually exclusive with applications filed by New York Spectrum Holding Company, LLC ("NYSHC") for KMMC-LD and by Word of God Fellowship, Inc. ("WOGF") for KDTS-LD.

2. Pursuant to a Channel Sharing Agreement entered into by NYSHC, OMI, and WOGF on May 17th, 2019 (the "Agreement"), the parties have agreed to resolve the above-referenced mutual exclusivities.

3. The Agreement is in the public interest for two reasons. First, it conserves Commission resources by making an auction for these channels in the San Francisco, California markets unnecessary. Second, it allows all three stations to continue to serve their communities of license.

4. The KQTA-LD Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with NYSHC, WOGF, or any other person or entity.

5. Neither OMI nor its principals have received or have been promised to receive any money or other consideration in connection with the Agreement (except for the customary sharing of expenses to channel share, as expressly set forth in the Agreement).

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

Dated: May 17th, 2019

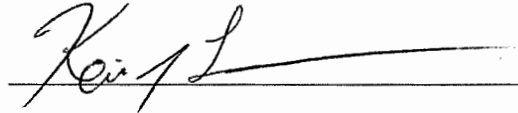


EXHIBIT 4

DECLARATION OF WORD OF GOD FELLOWSHIP, INC.

I, Arnold Torres, hereby declare as follows:

1. I am the Business Administrator of Word of God Fellowship, Inc. ("WOGF"), an applicant for a displacement channel on Channel 14, San Francisco, CA, to be associated with low-power television station KDTS-LD, San Francisco, CA (Fac. ID 167032) (the "KDTS-LD Application"). The KDTS-LD Application is mutually exclusive with applications filed by New York Spectrum Holding Company, LLC for KMMC-LD and by One Ministries, Inc. ("OMI") for KQTA-LD.

2. Pursuant to a Channel Sharing Agreement entered into by NYSHC, OMI, and WOGF on May 21, 2019 (the "Agreement"), the parties have agreed to resolve the above-referenced mutual exclusivities.

3. The Agreement is in the public interest for two reasons. First, it conserves Commission resources by making an auction for these channels in the San Francisco, California markets unnecessary. Second, it allows all three stations to continue to serve their communities of license.

4. The KDTS-LD Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with NYSHC, OMI, or any other person or entity.

5. Neither WOGF nor its principals have received or have been promised to receive any money or other consideration in connection with the Agreement (except for the customary sharing of expenses to channel share, as expressly set forth in the Agreement).

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

Dated: May 23, 2019