

AMENDED AND RESTATED CHANNEL SHARING AND FACILITIES AGREEMENT

THIS AMENDED AND RESTATED CHANNEL SHARING AND FACILITIES AGREEMENT (this “Agreement”) is made as of August 28, 2017 among RNN Boston License Co., LLC and RNN Boston OpCo, LLC, each a Delaware limited liability company (collectively, “Sharer”) and NRJ TV Boston License Co., LLC and NRJ TV Boston OpCo, LLC, each a Delaware limited liability company (collectively, “Sharee”).

Recitals

A. As of the Effective Date (defined below), Sharer will own and operate the following television broadcast station, including its primary and all multicast streams (“Sharer’s Station”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

WWDP, Norwell, Massachusetts (FCC Facility ID #23671)

B. Sharee owns and operates the following television broadcast station, including its primary and all multicast streams (“Sharee’s Station”) pursuant to licenses issued by the FCC:

WMFP, Lawrence, Massachusetts (FCC Facility ID #41436)

C. Sharee has entered into a channel sharing agreement (the “Evine CSA”) with the current owners and licensee of Sharer’s Station, Evine Live, Inc., ValueVision Media Acquisitions, LLC, and Norwell Television, LLC (together “Evine”), pursuant to which Sharee has relinquished or has agreed to relinquish, the spectrum of Sharee’s Station and shares (or will share) Sharer’s Station’s channel (the “Shared Channel”).

D. Sharer has entered into an Asset Purchase Agreement (the “APA”) with Evine with respect to Evine’s sale of Sharer’s Station and related assets to Sharer which includes an assignment of the Evine CSA.

E. As of the Effective Date (as defined herein), Sharer will own or operate certain assets, including the transmitter, located in West Bridgewater, Massachusetts (the “Transmitter Site”), which Transmitter Site is leased pursuant to that certain License Agreement for Tower Site dated February 14, 2002, as amended, by and between Sharer, as successor to Norwell Television, LLC and Industrial Communications and Electronics, Inc., and that certain Lease dated December 1, 2014, as amended, by and between Sharer as successor to Norwell Television, LLC and William F. Bertarelli and Paul H. Bertarelli (collectively, the “Transmission Facilities Lease”), and other equipment necessary for channel sharing that will be used by Sharer and Sharee in the operation of their respective stations broadcasting on the Shared Channel (the “Shared Equipment,” and together with the Transmitter Site, the “Transmission Facilities”).

F. Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012) (“Incentive Auction”)) and channel sharing agreements, including without limitation the Report and Order adopted in ET Docket

No. 10-235, released April 27, 2012 (the “Channel Sharing Order”), the Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the “Incentive Auction Order”), the First Order on Reconsideration and Notice of Proposed Rulemaking adopted in GN Docket No. 12-268, released June 12, 2015 (the “First Order”), the Second Order on Reconsideration adopted in GN Docket No. 12-268, released June 19, 2015 (the “Omnibus Order”), the Second Order on Reconsideration in GN Docket No. 12-268, adopted October 21, 2015 (the “Second Order”), the Public Notices adopted in MB Docket No. 16-306 and GN Docket No. 12-268, released January 27, 2017 (the “Transition Public Notices”), the Report and Order adopted in GN Docket No. 12-268, MB Docket No. 03-185, and MB Docket No. 15-137, released on March 24, 2017 (the “Expanded Sharing Order”), the Public Notice adopted in AU Docket No. 14-252, GN Docket No. 12-268, WT Docket No. 12-269, and MB Docket No. 16-306, released on April 13, 2017 (the “Auction Closing Public Notice”), and the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (together with the Channel Sharing Order, the Incentive Auction Order, the First Order, the Omnibus Order, the Second Order, the Transition Public Notices, and the Expanded Sharing Order, and any other FCC orders or public notices relating to the Incentive Auction and channel sharing, the “Channel Sharing Rules”) on the terms set forth in this Agreement.

G. As of the Effective Date, Sharer and Sharee wish to amend and restate the Evine CSA in its entirety.

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 “Term”) will begin on the Effective Date and will continue in perpetuity, unless earlier terminated in accordance with this Agreement.

1.2 Commencement. The Parties agree that as of the date of the closing under the APA (the “Effective Date”), this Agreement shall govern the rights and obligations of Sharer and Sharee as they relate to Sharer’s Station’s and Sharee’s Station’s use of the Shared Channel, and that, as of the Effective Date, this Agreement shall amend and restate in its entirety the Evine CSA. At such time as designated by Sharee within the time required under the Channel Sharing Rules, taking into account all available extensions (which the appropriate party shall request if reasonably necessary), the parties shall cooperate to transition to the Shared Channel and the Transmission Facilities and make any modifications necessary for the shared use contemplated by this Agreement (the “Commencement Date”).

1.3 FCC Filings. The parties shall cooperate in good faith to prepare, submit, and prosecute any applications with the FCC that may be necessary to implement the sharing arrangement contemplated by this Agreement.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1 Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, upon commencement of the channel sharing contemplated by this Agreement, Sharer and Sharee shall share the 6 MHz Shared Channel (or 19.39 Megabits per second (“Mb/s”) as allocated under the current ATSC 1.0 system) as set forth in the Capacity Allocation attached hereto as *Schedule 2.1*, which may be modified from time to time by mutual written agreement of the parties in a manner which, 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. Sharer and Sharee shall implement a mutually beneficial system to manage the encoding pool using the software optimization technology of statistical multiplexing (“Stat Mux”) or a successor technology mutually agreed upon by the parties. Each of Sharer and Sharee shall have the right to monitor in real time and audit the Shared Channel’s encoding system to ensure compliance with Section 2.1 and *Schedule 2.1*. In the event that the parties are unable to agree upon mutually acceptable operating parameters for the Stat Mux, the parties shall revert to operating within fixed bandwidth allocations in accordance with *Schedule 2.1*.

2.3 Technical Changes.

(a) Required New FCC Standards. If 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. The costs to implement such modulation or technical changes shall be paid in accordance with the parties’ Capacity Allocation Percentages (defined below). In the event that such changes alter the available bandwidth of the Shared Channel, the parties shall cooperate to divide the available bandwidth following such modifications on a basis consistent with this Agreement. As used herein, the Capacity Allocation expressed as a percentage of the total capacity of the licensed spectrum of the Shared Channel in Mb/s shall be the “Capacity Allocation Percentage.”

(b) Future Capital Expenditures. The parties shall discuss in good faith on an ongoing basis from time to time during the Term appropriate future capital expenditures that may be reasonably necessary or desirable to improve, upgrade or otherwise alter the Transmission Facilities.

(c) Upgrades for Benefit of the Parties. If the parties agree to make an investment to upgrade or replace the Transmission Facilities which would benefit all parties using the Shared Channel, including the implementation of a new modulation standard or technology currently known within the television industry as ATSC 3.0, the Sharer shall implement and pay for any upgrade to ATSC 3.0 or any other material changes to the Shared Channel or Transmission Facilities and the reasonable out-of-pocket installation costs shall be allocated in proportion to each party’s Capacity Allocation Percentage (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 in accordance with this Agreement. The other parties shall reimburse any party incurring costs in connection with the agreed upon upgrade or

replacements within ten (10) business days after invoice in accordance with their Capacity Allocation Percentages.

(d) Upgrades for Benefit of One Party. If one party wishes to make an investment to upgrade or replace the Transmission Facilities that would only be to the benefit of that investing party, and the other party does not wish to participate, the investing party shall have the right to purchase and install the desired equipment, at its sole cost and expense, and shall retain title to such equipment after the termination or expiration of this Agreement, provided that (i) such equipment is not reasonably expected to (A) interfere with or materially adversely affect the Transmission Facilities, the Shared Channel or other operations of WWDP or WMFP (or require another party to make a material change in its operations) or (B) degrade the signal of any other party, (ii) the ongoing maintenance and repair of such equipment does not place an undue or disproportionate burden on any party, (iii) the investing party shall be responsible for the installation and maintenance of such equipment, which shall be undertaken in accordance with good engineering practices customary in the television industry, and (iv) such installation is permitted by the Transmission Facilities Lease or otherwise approved by the tower owner thereunder.

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. Neither party shall take any action that interferes with the other's use of capacity on the Shared Channel or the Transmission Facilities. Either party shall have the right, in its sole discretion, to enter into additional channel sharing agreements within its allocated capacity that do not have a material adverse effect on Sharee's or Sharer's Station or the Shared Channel ("Further Sharing Agreement") with other television broadcasting stations (each a "Further Sharing Partner"). Further Sharing Partner shall execute a joinder that will make it a party under this Agreement, with the right to use the Capacity Allocation on the Shared Channel assigned to it pursuant to the Further Sharing Agreement. A third party licensee who enters into a Further Sharing Agreement shall not have the right to enter into any sharing agreement or arrangement with respect to its spectrum capacity. No Further Sharing Agreement may interfere with, degrade or otherwise adversely affect (i) the broadcast transmissions or operations of any other party to this Agreement or (ii) the Transmission Facilities or the Shared Channel. No Further Sharing Agreement may require any other party to this Agreement to make any capital expenditure or incur any operating cost not otherwise provided for under this Agreement.

2.5 Transmissions. Each of Sharer and Sharee 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 Sharer. Sharer may encode, compress or modulate Sharee's content as required to statistically multiplex together the parties' content streams using the parameters set forth in this Agreement.

2.6 FCC Licenses.

(a) Authorizations. Each party shall maintain all main station FCC licenses necessary for its operations on its station in full force and effect during the Term. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party.

(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. In the event that the FCC adopts changes to the Channel Sharing Rules, the parties will undertake good faith negotiations to amend this Agreement in order to comply with such changes to the Channel Sharing Rules.

(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. Neither party shall use the call letters of the other's television station in any medium, except in correspondence with the FCC related to the performance of this Agreement.

(d) Channel Sharing Documents. Each party shall notify the other 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 other with copies of such documents to the extent permitted by FCC rules and other applicable laws.

2.7 Must-Carry and Retransmission Consent. Each party shall be solely responsible for exercising must-carry or retransmission consent rights (or any other right of distribution) for its respective station, and neither party shall have any use, claim, or benefit of, or derive any carriage rights from or have any obligation under any carriage agreement of the other party. If a party electing must-carry rights becomes subject to a "market modification" or similar petition filed by any MVPD with respect to carriage of its station subject to this Agreement, it shall, within five (5) business days of receipt, notify the other party and provide a copy of such petition.

ARTICLE 3: OPERATIONS

3.1 Transmission Facilities.

(a) Transmitter Site. Subject to the Transmission Facilities Lease, Sharer shall provide Sharee with reasonable access to the Transmission Facilities during normal business hours, and will make reasonable efforts to provide prompt access outside of business hours in the event of an emergency; provided, however, that Sharee shall not take any action that disrupts or impairs Sharer's use of the Transmission Facilities.

(b) Shared Equipment. 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. 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 shall remain with Sharer. The shared use under this Agreement does not constitute a conveyance of title. Sharee may use the Shared Equipment only in accordance with good engineering practices and only in the ordinary course of operation of Sharee's Station and for no other purpose. Sharer shall maintain the Transmission Facilities consistent with past practices and shall determine, in its sole discretion, any ordinary course maintenance and repairs and shall determine, in its sole discretion, any emergency capital expenditures costing \$100,000 or less.

(c) Exclusive Equipment. Subject to any restrictions imposed by the owner of the Transmitter Site, Sharee 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.

(d) Cooperation. In the event Sharer determines, in its sole discretion, that it is reasonably necessary for Sharee to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or Sharee's equipment located at the Transmitter Site so that Sharer can maintain, install, repair, remove or otherwise work on the Shared Equipment, the Shared Channel or Sharer's Station, then Sharee shall cooperate with such request. If requested, Sharee shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or Sharee's equipment located at the Transmitter Site so that Sharer can perform such work, and, if practicable, Sharer shall use commercially reasonable efforts to minimize the amount of time Sharee must operate with reduced facilities.

3.2 Interference. Neither 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 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 commercially reasonable steps to correct such interference in all material respects as promptly as possible.

3.3 Force Majeure. Neither party shall be liable to the other party 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 Fees and Expenses.

(a) Ongoing Shared Costs. Beginning on the earlier of (i) March 1, 2018 or (ii) the Commencement Date, each party shall be responsible for its pro rata share (based on its Capacity Allocation Percentage) of the out-of-pocket costs of operating the Transmission Facilities reasonably incurred in the ordinary course of business in accordance with this Agreement ("Shared Costs"). The parties will agree upon the categories of costs that the parties agree to share under this Agreement.

(b) Funding of Costs. Within thirty (30) days following the completion of the Shared Operating Plan (defined below), and prior to the end of each calendar year thereafter during the Term, the parties shall cooperate in good faith to develop and agree on an estimated annual budget (broken down by quarters to account for periodic costs) for the ordinary course operational costs described in Section 3.4(a) (the “Budget”). An example of the Budget (which is for illustrative purposes and not binding on the parties) is attached hereto as *Schedule 3.4(b)*. Within thirty (30) days following the completion of the Shared Operating Plan and on or prior to the first day of each calendar quarter thereafter during the Term, Sharer and Sharee shall disburse to Sharer (which shall be segregated into a separate account) an amount equal to its *pro rata* share (based on its Capacity Allocation Percentage) of the Budget for the upcoming calendar quarter. Each calendar quarter during the Term, Sharer and Sharee shall true up the difference between Sharer’s actual operating expenses incurred in accordance with Section 3.4(a) and the quarterly amounts prepaid by Sharer and Sharee to Sharer pursuant to this Section, and adjust subsequent payments as appropriate. In accordance with such true up, Sharer shall provide Sharee with reasonably requested supporting documentation for its expenses incurred. Sharee shall reimburse Sharer for its pro rata share (based on its Capacity Allocation Percentage) of the out-of-pocket costs reasonably incurred by Sharer in accordance with this Agreement with respect to non-routine costs within thirty (30) days after invoice (provided that such invoice includes reasonable supporting documentation). As used herein, “Shared Operating Plan” shall mean a formal plan to address technical planning considerations and ongoing operational matters.

(c) Uninsured Costs. Commencing on the Effective Date, any uninsured repair or replacement cost that is reasonably necessary to maintain the operation of the Transmission Facilities as contemplated by this Agreement shall be shared pro rata in accordance with each party’s Capacity Allocation Percentage, provided, that (i) the parties approve any such cost in advance in writing, which approval shall not be unreasonably withheld, delayed or conditioned or (ii) such cost is permitted to be incurred pursuant to Section 3.1(b).

ARTICLE 4: INDEMNIFICATION

4.1 General Indemnification. Subject to Section 4.3, each party shall indemnify, defend and hold the other 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 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 costs from the non-prevailing party.

4.2 Programming Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys’ fees) arising from the programming, advertising and operation of its television 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 any 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.

4.4 Evine CSA. Sharer shall have no liability to Sharee for any breaches of the Evine CSA occurring prior to the Effective Date.

ARTICLE 5: TERMINATION AND REMEDIES

5.1 Termination.

(a) Breach. Either party may terminate this Agreement by written notice to the other party in the event of a material breach of or default under this Agreement which is not cured within six (6) months after written notice of such breach or default in the event of a payment default and nine (9) months after written notice of any breach or default other than a payment default. For purposes of this Agreement, 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, (ii) is a breach of a payment obligation that represents or results in a loss that is material in nature relative to the value of performance of payment obligations by the breaching party during the trailing one (1)-year period or (iii) results in material damage to the Transmission Facilities or other material transmission equipment or facilities of the other party. If this Agreement is terminated pursuant to this Section 5.1(a), then all spectrum usage rights for the full 6 MHz Shared Channel shall revert to the non-breaching party; provided, however, that, if so requested by the alleged breaching party, such reversion shall only occur if there is a final determination by a court of competent jurisdiction that such party has committed an uncured material breach of this Agreement. Promptly upon termination of this Agreement pursuant to this Section 5.1(a) or, as applicable, receipt of the court's determination described in the foregoing sentence, the parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the non-breaching party to assume (and thereafter be the sole holder of) the Shared Channel and convert its FCC license to non-shared status.

(b) Loss of License. If a party's FCC license to use the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed, or otherwise terminated for any reason, then simultaneously therewith all spectrum usage rights for the full 6 MHz Shared Channel shall revert to the other party and this Agreement shall terminate. The parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the remaining licensed party to assume (and thereafter be the sole holder of) the Shared Channel and convert its FCC license to non-shared status.

(c) 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(b), 6.1 and 6.7 shall survive any termination or expiration of this Agreement.

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 party 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: MISCELLAENOUS

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 performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement.

6.2 Authority. Each party represents and warrants to the other 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 in which the Transmitter Site is located, (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. Except for such party's rights to enter into Further Channel Sharing Agreements as set forth in Section 2.4, neither party may assign, sublease or delegate this Agreement without the written consent of the other party hereto which shall not be unreasonably withheld, delayed or conditioned and provided that either party may assign this Agreement to an affiliate of such party or to a third party acquiring such party's FCC licenses. 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. 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.

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, 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 Sharer: RNN BOSTON OPCO, LLC
c/o Regional News Network
800 Westchester Avenue, S. 640
Rye Brook, NY 10573
Attention: Christian French
Email: CFrench@RNNTV.com

if to Sharee: NRJ TV BOSTON OPCO, LLC
722 S. Denton Tap Road, Suite 130
Coppell, TX 75019
Attention: Ted Bartley
Email: ted@nrjventures.com

6.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

6.7 Miscellaneous. This Agreement may not be amended except in a writing executed by both parties. 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. Neither party shall be authorized to act as an agent of or otherwise to represent the other party to 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 Schedule 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. Neither 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.

SHARER:

RNN BOSTON OPCO, LLC

By: 
Name: Richard French, Jr.
Title: Manager

RNN BOSTON LICENSE CO., LLC

By: 
Name: Richard French, Jr.
Title: Manager

SHAREE:

NRJ TV BOSTON OPCO, LLC

By: _____
Name:
Title:

NRJ TV BOSTON LICENSE CO., LLC

By: _____
Name:
Title:

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.

SHARER:

RNN BOSTON OPCO, LLC

By: _____
Name:
Title:

RNN BOSTON LICENSE CO., LLC

By: _____
Name:
Title:

SHAREE:

NRJ TV BOSTON OPCO, LLC

By: Ted B. Bartley
Name: **Ted B. Bartley**
Title: **President**

NRJ TV BOSTON LICENSE CO., LLC

By: Ted B. Bartley
Name: **Ted B. Bartley**
Title: **President**