

## AMENDMENT TO CHANNEL SHARING AGREEMENT

This Amendment to Channel Sharing and Facilities Agreement is made as of May 15, 2017, by and between Meruelo Television, LLC (“MTV”) and Hero Licenseco LLC (“Hero”).

**WHEREAS**, MTV (as Host) and Hero (as Guest) entered into that certain Channel Sharing Agreement (“CSA”) as of April 21, 2017; and

**WHEREAS**, MTV and Hero wish to modify certain provisions of the CSA;

**NOW, THEREFORE**, in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MTV and Hero hereby amend the CSA as follows:

1. In the first sentence of the CSA, “21” is inserted in place of “\_\_\_\_\_” to read “April 21, 2017.”

2. The text of Recital F is deleted in its entirety, and in its place the following text is inserted:

“MTV and Hero affirm that this Agreement, and the related transactions and procedures hereunder, shall 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 4616 (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”); the FCC’s Waiver of Prohibited Communications Public Notice, DA 17-134, released February 6, 2017(“Prohibited Communications Waiver PN”); and all relevant FCC regulations, including without limitation the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended; and any subsequent FCC Orders, Public Notices and rules in these Dockets (collectively the “Channel Sharing Rules”). This Agreement contains all of the provisions required under Section 73.3700(h)(5).”

3. The title of Paragraph 18 is deleted, and the following is inserted in its place: “Termination/Transfer/Assignment”.

4. Paragraph 18(e) is re-numbered to be Paragraph 18(f). A new Paragraph 18(e) is inserted and shall read as follows:

“(e) Transfer and Assignment. No party may assign, transfer or sublease 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.”

5. In Exhibit 1, the phrase “[TO BE PROVIDED]” is deleted, and the following text is inserted in its place: “Comark DCX Millennium Digital Transmitter”

Except as specifically amended hereby, all terms and conditions of the CSA shall remain in full force and effect.

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

**Meruelo Television, LLC**

By:   
**Name: Otto Padron**  
**Title: President**

**Hero Licenseco, LLC**

By:  
**Name: Robert Behar**  
**Title: President**

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

Meruelo Television, LLC

By: \_\_\_\_\_  
Name: Otto Padron  
Title: President

Hero Licenseco, LLC

By:  \_\_\_\_\_  
Name: Robert Behar  
Title: President