CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT ("Agreement") is made as of April ____, 2017 between Meruelo Television, LLC ("MTV") and Hero Licenseco LLC ("Hero ").

RECITALS

A. MTV owns and operates television broadcast station KWHY-TV, Los Angeles (Fac. ID 26231), including its primary and all multicast streams ("KWHY "), pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Hero is the licensee of television broadcast station KBEH(DT), Oxnard, California (Fac. ID 56384), including its primary and all multicast streams ("KBEH"), pursuant to licenses issued by the FCC.

C. Hero has participated in 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) which is known as FCC Auction 1001 ("Incentive Auction") under the Channel Sharing Rules (as defined below), and will be relinquishing spectrum associated with the KBEH FCC license back to the FCC, and the parties intend to share on a jointly licensed basis the 6 MHz channel assigned to Station KWHY by the FCC ("Shared Channel"), which is currently exclusively licensed to MTV. On its FCC Form 177, Hero stated that it intended to enter into a post-auction channel sharing agreement, and thus KBEH is authorized to enter into the present Agreement.

D. Simultaneously with the execution of this Agreement, MTV and Hero have executed an Asset Purchase Agreement ("APA") for the sale of the KBEH FCC license to MTV, subject to the consent of the FCC ("Station Sale Transaction"). As part of that Transaction, the parties have also simultaneously entered into a Local Marketing Agreement ("LMA") allowing MTV to program KBEH.

E. MTV and Hero 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 KWHY 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" as set forth in Exhibit 1 attached hereto, and together with the Transmitter Site, the "Transmission Facilities").

F. MTV and Hero intend for this Agreement, and the related transactions and 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 Rcd 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"); 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").

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, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement ("Term") will begin on the date of this Agreement and unless extended or earlier terminated in accordance with this Agreement, will extend for twenty-five (25) years, with automatic renewal for successive twenty-five year terms, unless either party gives written notice of non-renewal to the other party at least 365 days prior to the end of the then-current Term.

2. Compensation for Channel Sharing. In return for Hero's right to share the channel of Station KWHY pursuant to this Agreement, Hero shall compensate MTV in the following manner:

(a) if the parties close on the Station Sale Transaction, then MTV, or its designated entity, will be the licensee of KBEH, and no additional compensation from Hero to MTV will be due under this Channel Sharing Agreement; or

(b) if the parties do not close under the Station Sale Transaction, then Hero will pay to MTV a one-time, lump sum payment of Three Million Dollars ($3,000,000) within five days after termination of the APA or the designated closing date of the APA for the Station Sale Transaction, including any extensions thereof, whichever occurs first.

3. Allocation of Bandwidth.

(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) seventy five percent (75%) of the Mb/s to KWHY

(ii) twenty five percent (25%) of the Mb/s to KBEH

(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, Hero shall be referred to as the "Guest" and MTV shall be referred to as the "Host" and KWHY may be referred to as the "Host's Station" and KBEH 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. Both the Host and Guest shall be required to maintain and make available to the other party all records of such encoding upon reasonable written request during normal business hours.

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 Hero 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.

(b) Filing Applications. When, pursuant to the FCC's Channel Sharing Rules and FCC Public Notices, a window opens for filing for construction permits for channel sharing, then 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 60 days after: i) all FCC authorizations for both Host and Guest necessary for shared operations have been granted; and ii) Hero has received all of its payment from the FCC for relinquishment of its spectrum in the Incentive Auction. The parties acknowledge that, as a result of the FCC's repacking, the Shared Channel may be on a different channel than the current channel for Station KWHY. However, the parties intend to initiate channel sharing on Host's current channel and transition to the newly assigned channel at a later date. Each party will provide to the other party a copy of its application prior to filing with the FCC. No party shall make any filing with the FCC for a construction permit or covering license for the Shared Channel without the prior written consent of the other party.

(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. The parties shall be responsible for a seventy-five/twenty-five percent (75/25%) Host/Guest split of joint fees, if any, assessed by the FCC on the Shared Channel.

8. Transmission Facilities.

(a) Operations. Host shall designate and establish the "control point" for both stations under applicable FCC rules. Guest shall cause the programming for KBEH 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 may use the Shared Equipment only for the operation of KBEH 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. The Host shall maintain, at its own expense, sufficient insurance with respect to the Shared Equipment and operations under this Agreement during the Term in the amounts customary in the television industry and shall name Guest as an additional insured under such policies. Host agrees to provide Guest with office space at Host's main studio for at least two full-time employees.

(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. Guest shall be solely responsible for all costs associated with the termination of any separate leases for its transmitter site. Subject to any restrictions imposed by the owner of the Transmitter Site, Host shall provide Guest with reasonable access to the Transmission Facilities as required for Guest to comply with FCC rules and sufficient for Guest to fulfill its obligations and execute its rights under this Agreement.

(c) Transmitter Modifications. Host will implement 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 any repacking following the Incentive Auction. 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. Each of Host and Guest shall 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, and the other party shall not move, repair, damage or interfere with any such equipment; 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, at its own expense, 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; and provided, further, that (A) any adoption or deployment of a new technology by one Party that requires the viewers of the other Party's station to install new hardware or software in the home to continue to receive the signal of such station shall not be adopted or deployed without the prior mutual written consent of Host and Guest, and (B) any such adoption or deployment for such station's sole benefit that requires modifications to the Transmission Facilities shall not be adopted or deployed without the prior written consent of the other Party.

(g) Single Station Upgrades. Nothing in this Agreement is intended to prohibit either Host or Guest from implementing new transmission systems or new technical standards for its Station using the Shared Channel, unless any such new system or standard could reasonably be expected to (i) materially adversely affect the other Party's Station or the Shared Channel or (ii) require the other Party to make a material change in its operations, in which event the other Party's consent (not to be unreasonably withheld, delayed or conditioned) will be required prior to implementing such new system or standard.

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 and within one (1) business day.

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. Risk of Loss. The risk of any casualty loss, damage or destruction to the Transmission Facilities shall be borne solely by Host, and Host agrees to apply all of the insurance proceeds, if any, that it receives in connection with the repair or replacement of any damage or destruction to the Transmission Facilities.

12. 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.

(b) Tax Issues. The parties will cooperate with each other and work together in good faith to minimize the overall taxes due on the transaction described in this Agreement consistent with applicable law. In connection with such cooperation, the parties will give consideration of the structures referenced the IRS letter, dated July 3, 2014, entitled "Federal Tax Principles Applicable to the FCC's Proposed Broadcast Incentive Auction." Notwithstanding the foregoing, in no event shall either party be required to consent to transactions not contemplated herein that would increase such party's individual tax costs.

13. Representations and Warranties of Each Party. MTV and Hero each represent and warrant to the other that, as of the Effective Date: (a) it owns its respective Station and possesses the full power and authority to carry on its business, enter into and perform this Agreement, and consummate the transactions contemplated hereby; (b) neither needs the permission, authority or approval ("Authority") of any other person or stakeholder to enter into this Agreement and/or that such Authority has already been secured; (c) there are no pending actions, lawsuits, legal, administrative or arbitration proceedings and, to each party's respective knowledge, threatened actions by any person, entity or governmental authority that could adversely affect its ability to enter into and perform under the Agreement; (d) it has taken all necessary action to enter into and fully perform this Agreement; (e) the execution, delivery, consummation and performance of the obligations and transactions contemplated under this Agreement will not constitute a breach of, conflict with or otherwise violate any other agreement or arrangement, whether written or oral, by which it is bound; (f) it is in compliance with all court orders and will comply with all material laws with respect to its rights and obligations under this Agreement; and (g) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

14. Compliance with Law. 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, the other party's 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. In addition, each party shall comply with all leases, licenses or similar agreements applicable to the Transmission Facilities.

15. 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. Neither party shall hold itself out as the licensee or agent of the other's television station using the Shared Channel, and nothing in this Agreement shall give either party

an ownership interest in the other party's station. Neither party shall use the call letters, logos, trademarks, service marks or related intellectual property of the other's television station in any medium.

16. 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.

17. Indemnification. To the fullest extent permitted by law, MTV and Hero shall indemnify, defend and hold free and harmless the other party, as well as their respective parents, affiliates, subsidiaries, officers, directors, employees, agents and representatives, from and against any and all loss, liability, actions, claims, suits, liens, judgments, demand, damages and costs and expenses (including reasonable attorneys' fees, expert witness fees and related costs and expenses (collectively "Losses") arising from any third-party claims that are caused by, arise out of, or relate in any way to: (i) any breach of any term, covenant, representation, warranty or promise made by it under this Agreement; (ii) its negligence, willful misconduct or other acts or omissions; (iii) the violation of or failure to comply with any applicable laws, codes, rules, orders, judgments, decrees, ordinance and/or provisions of any federal, state or local government agency, authority or court having jurisdiction; and (iv) the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

The party seeking indemnification hereunder will: (i) give the indemnifying party 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. The indemnified party shall have no authority to settle any claim on behalf of the indemnifying party.

18. 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) Termination of APA. If the parties have terminated the APA pursuant to Section 14.1 thereunder without closing on the Station Sales Transaction, then at that time, Hero may terminate this Agreement upon 120 days prior written notice to KWHY. Other than as set forth in the preceding sentence or in the APA or LMA, termination of the APA or the LMA shall not give either party the right to terminate this Agreement.

(c) Upon Close of Station Sale Transaction. If the parties have closed on the APA under the Station Sales Transaction and the FCC has approved the assignment of KBEH to MTV or its affiliated company, then MTV may unilaterally terminate this Agreement immediately; provided, however, that such termination is in accordance with the Channel Sharing Rules as it relates to the sharing of the Shared Channel between commonly owned stations.

(d) Rights to Shared Equipment Upon Termination. In the event of a termination under Section 18(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 KBEH for the reasonable market value of the Transmission Facilities and other assets. If the Guest and Host cannot agree on such reasonable market value, then each party shall name an industry expert, and those two experts shall jointly name a third expert. The three experts shall jointly determine the reasonable market value. Host and Guest shall equally share the expenses of engaging the three experts.

(e) 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, , Section 17, and Section 19, shall survive any termination of this Agreement.

19. Dispute Resolution.

(a) Good Faith Negotiation. If a dispute arises between the parties under this Agreement, the parties agree to hold an in-person meeting attended by executive-level officers with decision making authority ("Executives"), as well as their respective legal counsel, to attempt to resolve the dispute in good faith prior to pursuing any formal legal action or remedies. The disputing party shall provide the other party written notice of any dispute. The parties' Executives shall meet at a mutually acceptable time and place within ten (10) days after receipt of the written notice. Should the parties not resolve the matter during the in-person meeting either party may pursue legal actions or remedies without restriction. Notwithstanding the foregoing, the good faith in-person negotiation obligation shall not preclude either party from pursuing emergency relief via either a motion for temporary restraining order or motion for preliminary injunction in the event of exigent circumstances.

(b) Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California applicable to contracts made and to be fully performed therein, without giving effect to the choice of law provisions thereof.

(c) Waiver of Right to Jury; Attorneys' Fees. ALL ISSUES, MATTERS, AND DISPUTES BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE TRIED BY A JUDGE IN A NON-JURY TRIAL IN THE STATE OR FEDERAL COURTS SERVING CALIFORNIA AND THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE ATTORNEYS' FEES AND ALL COURT COSTS

INCURRED IN SUCH REGARD, INCLUDING THOSE ATTORNEYS' FEES AND COSTS INCURRED FOR ANY AND ALL APPLICABLE APPELLATE PROCEEDINGS.

(d) Specific Performance. Notwithstanding Section 19(a), in the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to seek an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement and/or compliance of this Agreement by a decree of specific performance. The prevailing party in an action or proceeding brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

20. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding MTV and Hero and their respective businesses and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement.

21. Assignment. No party may assign or sublease this Agreement without the express written consent of the other party, such consent not to be unreasonably withheld, except that without such consent (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 Guest, 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 Host. 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 pre-assignment 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.

22. 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.

23. 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 MTV:

Meruelo Television, LLC
4975 W. Pico Boulevard
Los Angeles, CA 90019
Attn: President

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

Meruelo Television, LLC
9550 Firestone, Blvd. Ste 105
Downey, CA 90241
Attn: General Counsel

If to Hero:

Hero Licenseco LLC
ATTN: Mr. Robert Behar
14450 Commerce Way
Miami Lakes, FL 33016

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

Paul Feldman, Esq.
Fletcher Heald & Hildreth, LLC
1300 North 17th St. 11th Fl.
Arlington, VA
22209

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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.

Meruelo Television, LLC	**Hero Licenseco LLC**
By: ______________________ Name: Title:	By: ______________________ Name: Title:

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Meruelo Television, LLC	**Hero Licenseco LLC**
By: ______________________ Name: Title:	By: ______________________ Name: Title: President

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Exhibit 1

Shared Equipment

[TO BE PROVIDED]