

CHANNEL USE AGREEMENT

This Channel Use Agreement ("Agreement") dated as of August 11, 2015 is by and between ONE Media, LLC ("ONE Media") and Signal Above, LLC ("Signal"), permittee of WDCN-LD, channel 43, Washington, DC ("Channel").

RECITALS

- A. ONE Media is the developer of technology that forms the basis of a broadcast transmission standard currently under review by the Advanced Television Systems Committee. ONE Media desires to perform field tests of equipment using this standard on channels 43 as allocated in Baltimore, MD and Washington, DC and intends to file an application with the Federal Communications Commission ("FCC") requesting Special Temporary Authority to perform such tests.
- B. Signal, as the permittee of an unbuilt construction permit for channel 43 in Washington, desires to permit ONE Media to use the channel 43 allocation for limited testing.

AGREEMENT

- 1. Signal hereby authorizes ONE Media to indicate to the FCC that Signal will not oppose ONE Media's use of the Channel for purposes of testing its new transmission standard, including, but not limited to the capabilities of a Single Frequency Network.
- 2. The Term of the Channel use by ONE Media shall be for six (6) months from approval by the Commission of ONE Media's Special Temporary Authorization application, but not beyond March 31, 2016, which term may be extended by the parties upon mutual consent; provided further that Signal may terminate this Agreement earlier on sixty (60) days written notice should it decide to build out digital channel 43.
- 3. No consideration shall be due to Signal for the temporary use of the Channel by ONE Media and ONE Media shall defend, indemnify, and hold Signal harmless from any claims, fees, or expenses incurred by Signal as a result of the ONE Media's test, or this Agreement; provided that each party shall pay its own expenses related to the drafting of this Agreement. Any claim for expenses under this provision shall survive the expiration or sooner termination of this Agreement.
- 4. ONE Media warrants that its use of the Channel will have no effect on the Signal's legal status and qualifications ultimately to build and operate its facilities on channel 43 or Signal's co-channel 6, other than as evidence of the positive accommodation in the public interest to demonstrate technology in part designed to support the low power television industry. ONE Media agrees that any use of the Channel by ONE Media is not an election by Signal to use the Channel for Signal's digital operation.
- 5. The arrangements described in this Agreement shall not constitute and are not intended to constitute a joint venture or partnership between the parties. None of the employees of either party to this Agreement shall be deemed to be employees of the other for any purpose.

6. All notices provided pursuant to this Agreement shall be in writing and shall be delivered personally or sent via overnight courier addressed as follows or at such other address as the parties hereto may from time to time notify the other in writing:

1) If to Signal:

A. Wray Fitch
Gammon & Grange, P.C.
8280 Greensboro Drive
McLean, VA 22102
Email address: awf@gg-law.com

2) If to ONE Media:

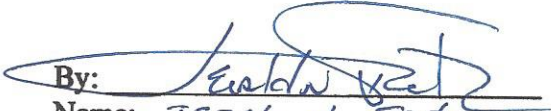
Jerald N. Fritz
ONE Media, LLC
1100 Wilson Blvd., Ste. 600
Arlington, VA 22209
Email: jnfritz@OneMediaLLC.com


7. ONE Media may not assign this Agreement without the prior written consent of Signal. This Agreement constitutes the entire agreement between ONE Media and Signal with respect to the subject matter hereof and shall supersede all other prior written or oral agreements, if any, with respect thereto and shall be binding upon each of us and upon our respective successors and assigns.

ACCEPTED AND AGREED as of the date first written above by the following authorized representatives of the parties:

ONE Media, LLC
1076 Beaver Dam Road
Hunt Valley, MD 20130

Signal Above, LLC
Gammon & Grange, P.C.
8280 Greensboro Drive
McLean, VA 22102

By: 
Name: JERALD N. FRITZ
Its: EXECUTIVE VICE PRESIDENT

By: 
Name: A WRAY FITCH III
Its: MEMBER