

CHANNEL SHARING AGREEMENT

A copy of the Channel Sharing Agreement covering the instant application is attached. Certain confidential, proprietary information (including reference to a licensee that is no longer a party to the agreement) has been redacted from the Channel Sharing Agreement, and the schedules have not been included, as they contain confidential, proprietary information and are not germane to the Commission's consideration of this application. *See Application Procedures for Broadcast Incentive Auction Scheduled to Begin on Mar. 29, 2016*, Public Notice, 30 FCC Rcd. 11034 (2015) (explaining that the Commission "will allow applicants to redact confidential or proprietary terms" in CSAs submitted with LMS Form 2100). The applicant will provide an unredacted version of the Channel Sharing Agreement to FCC staff upon request.

The excluded schedules are identified below and will be made available to the Commission upon request:

Schedule 2.1 – Capacity Allocation

Schedule 3.1(a) – Shared Equipment

Schedule 3.1(b) – Form of Facilities LLC Agreement

**CHANNEL SHARING AND FACILITIES
AGREEMENT**

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “*Agreement*”) is made as of August 28, 2017 among **EVINE LIVE INC.**, a Minnesota corporation, ValueVision Media Acquisitions Inc., a Delaware corporation, and Norwell Television, LLC, a Delaware limited liability company (collectively “*Sharer*”) and **NRJ TV BOSTON OPCO, LLC** and **NRJ TV BOSTON LICENSE CO., LLC**, each a Delaware limited liability company (collectively “*Sharee*”).

Recitals

A. Sharer owns and operates 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, RF Channel 10 and PSIP Channel 46
(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, RF Channel 18 and PSIP Channel 62
(FCC Facility ID #41436)

C. Sharee will relinquish the spectrum of Sharee’s Station, and Sharer and Sharee will share Sharer’s Station’s channel (the “*Shared Channel*”), which currently is licensed exclusively to Sharer, pursuant to licenses issued by the FCC to Sharer and Sharee.

D. Sharer owns or operates 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 Norwell Television, LLC and Industrial Communications and Electronics, Inc. and that certain Lease dated December 1, 2014, as amended, by and between 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*”).

E. 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.

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 AND COMPENSATION

1.1 Term. The term of this Agreement (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 Compensation. In consideration for entering into this Agreement and acquiring its interest in the Shared Channel, Sharee shall pay to Sharer [REDACTED] (the “**Sharing Price**”). [REDACTED] of the Sharing Price shall be paid by Sharee to Sharer within five (5) days after grant by the FCC of a construction permit to Sharee for operation on the Shared Channel. The remaining [REDACTED] shall be paid by Sharee to Sharer upon the earlier of (i) the closing of a Channel Sale Transaction (as hereinafter defined), (ii) the transfer of the Transmission Facilities to the Facilities, LLC (as hereinafter defined), free and clear of all liens and encumbrances or (iii) the implementation of such other arrangement, satisfactory to Sharee, with respect to the use by Sharee of the Transmission Facilities, but in no event shall it be paid later than the CSA Start Date (as defined below).

1.3 Commencement of Shared Operations. 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 “**CSA Start Date**”). Any out- of-pocket costs reasonably necessary to modify the Transmission Facilities for shared use under this Agreement shall be paid by [REDACTED]

[REDACTED]

1.4 FCC Filings. Sharee shall promptly and timely, and in no event later than ten (10) days from the execution of this Agreement, file with the FCC and thereafter diligently prosecute a minor change application for a construction permit for Sharee's Station in order to implement this Agreement (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information). Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee's preparation of such application. Neither party shall take any action that would reasonably be expected to result in the dismissal of the FCC application for Sharee's Station without the prior written approval of the other party. 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 and any necessary community of license change applications necessary for operation on the Shared Channel.

Article 2. : CAPACITY AND FCC LICENSES

2.1 Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, at the CSA Start Date, 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. The Capacity Allocation expressed as a percentage of the total capacity of the licensed spectrum of the Shared Channel in Mbps (the "***Capacity Allocation Percentage***") for each party is set forth on *Schedule 2.1*. Sharer and Sharee shall in good faith mutually agree upon and implement a mutually beneficial weighting system as allowed by the encoding pool to allow each party to prioritize its program streams and devise a system that produces the best results for each party with minimum picture degradation. Other than the required common Program and System Information Protocol ("***PSIP***") information, each party may set the bit rates it elects for audio, video or other ancillary data to be broadcast to its television station using the Shared Channel. Sharer and Sharee shall allocate the requisite amounts of bits of the Shared Channel for the common PSIP information necessary to provide the required tuning and guide information such that the parties shall mutually agree to the minimum number of days of Event Information Table information to be provided, and the parties acknowledge that a number of null packets may be required for television receivers to respond properly. Sharer and Sharee shall cooperate to ensure proper reception and decoding of the signal of the Shared Channel. In the event the parties are unable to agree on a mutually acceptable variable bit allocation system or if either party in good faith determines that the variable bit allocation system is not operating in a manner to best serve its station's needs, then Sharer and Sharee shall implement a fixed allocation of bits of the Shared Channel for their respective broadcast needs in accordance with this Agreement. Each party shall have the right to use its allocated capacity on the Shared Channel in such party's sole determination 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 (i) a third party programmer shall not have the right to access the Transmission Facilities without prior written approval of both parties, such approval not to be unreasonably withheld, conditioned, or delayed, and (ii) a party shall be solely responsible for all costs associated with adding multiple program streams requested by it to the encoding pool.

2.2 Encoding. In order to take advantage of a Stat Mux (as defined on *Schedule 2.1*) pool, Sharer and Sharee shall implement a single common encoding pool. 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*.

2.3 Changes to Allocation. In the event the ATSC standard is modified such that a 6 MHz channel supports more or less than the 19.39 Mb/s of data capacity currently supported and the Transmission Facilities are modified to enable transmission under the modified standard, the parties shall continue to allocate bandwidth capacity in accordance with the modified Capacity Allocation.

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. Each 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 the other party'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 shall not alter the content provided by Sharee; provided, however that Sharer may encode, compress or modulate the 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 which shall not be unreasonably delayed, withheld or conditioned if such modification would not reasonably be expected to materially adversely affect the other party's operations; provided, however that consent shall not be required if a modification would require solely an immaterial conforming change to the other party's license. Without limiting the foregoing, a modification in a station's licensed parameters or coverage shall require the prior written consent of the other party (which shall not be unreasonably withheld, delayed or conditioned). Consent shall not be required for a party to modify the FCC license of its station subject to this Agreement to make a change in hours of operation, format of transmissions or carriage rights.

(b) Compliance with Law. Each party shall comply with this Agreement, the Channel Sharing Rules, and with all other material 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 and the Transmission Facilities to the extent that the failure to so comply would affect the other party's use of the Transmission Facilities. 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 Sharer nor Sharee shall hold itself out as the licensee 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 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.

(e) FCC Fees. Each party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its television station using the Shared Channel.

(f) Cooperation. Each of the parties shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of and transmission to the Shared Channel, or the Transmission Facilities. None of the parties shall take any action or fail to take any action which interferes with or is reasonably likely to interfere with the other's use of capacity on the Shared Channel or the Transmission Facilities.

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. 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 Facilities LLC.

(a) General Operations. Upon the closing of a Channel Sale Transaction, Sharer, or the buyer of Sharer's interest in the Shared Channel (the "**Successor**") shall transfer its Transmission Facilities to a newly formed Delaware limited liability company (the "**Facilities LLC**") which will own and operate certain assets of the Transmission Facilities. Subject to the receipt of any necessary landlord consent, each without lien, claim, or encumbrance: (i) Sharer shall contribute and assign the Transmitter Facilities Lease to the Facilities LLC, fully paid to the date of such assignment and (ii) the Sharer shall contribute and convey the Sharer equipment that will be usable in the operation of the Shared Channel including the equipment listed on *Schedule 3.1(a)*, to the Facilities LLC for [REDACTED]. The limited liability company agreement of the Facilities LLC shall be in the form attached hereto as *Schedule 3.1(b)* and by this reference made a part hereof (the "**Facilities LLC Agreement**"). The operations of the Transmission Facilities shall be governed by the Facilities LLC Agreement as set forth herein and in the Facilities LLC Agreement. If the Channel Sales Transaction does not occur and Sharer is unable to transfer the Transmission Facilities Lease or the other Transmission Facilities to the Facilities LLC, the parties shall operate the Transmission Facilities in accordance with the provisions hereof.

3.2 Transmission Facilities.

(a) Transmitter Site. Subject to the Transmission Facilities Lease, Sharer (or Successor) (as Manager of the Facilities LLC) shall provide Sharee with unrestricted access to the Transmission Facilities and use of the Shared Equipment. Sharer and Sharee shall comply with the terms of the Transmission Facilities Lease. Sharer shall use commercially reasonable efforts to maintain the Transmission Facilities Lease in full force and effect. Each of Sharer and Sharee may use the Transmission Facilities only for the operation of its respective television station (including any ancillary operations not inconsistent with such operation) in the ordinary course of business and for no other purpose. Each of the Sharer and Sharee shall (and the Sharer (or Successor), as Manager of the Facilities LLC, shall cause the Facilities LLC to) comply in all material respects with all federal, state and local laws applicable to its operations from 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 the Facilities LLC (or if there is no Facilities LLC, with the Sharer). The shared use under this Agreement does not constitute a conveyance of title.

(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, and shall be responsible for any costs associated with operation of such equipment. Title to all such equipment solely owned by a party shall remain with such party.

3.3 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 and, in any event, within two business days of notice of such interference.

3.4 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.

3.5 Shared Transmission Facilities. During the Term, the Facilities LLC (or Sharer, if there is no Facilities LLC) shall (i) operate, maintain and repair the Transmission Facilities in accordance with good engineering practices customary in the television broadcasting industry ("***Good Engineering Practices***"); (ii) keep the other parties reasonably informed as to all material repairs required to be made to such Transmission Facilities; (iii) make timely utility payments required for the operation of the Shared Equipment; (iv) maintain the insurance specified in Section 3.9; and (v) comply with all laws applicable to the operation of the Transmission Facilities in all material respects. If required, the parties will negotiate in good faith with the lessor for the Transmission Site Lease ("***Tower Owner***") to amend the Transmission Facilities Lease to permit the parties to share use of the Transmission Facilities at the Transmitter Site and provide all parties access to the Transmission Facilities and the Transmitter Site, provided that Sharer, as current lessee under the Transmission Site Lease, shall only be obligated to use commercially reasonable efforts to obtain the foregoing access rights for Sharee or any Further Sharing Partner. If required by the Tower Owner, each party shall join as a party to the Transmission Site Lease or enter into a direct tower site lease with the Tower Owner (each a "***New Site Lease***") for shared use of the Transmitter Site, provided that any fees charged by the Tower Owner with regard to a New Site Lease shall be considered Shared Costs under Section 3.15(b). Except as provided in Section 3.15(b) or elsewhere in this Agreement, no party shall move, damage or interfere with such Transmission Facilities without the consent of the other parties or to comply with such party's obligations under this Agreement.

3.6 Initial Capital Expenditures; Transmitter Modifications. Sharer and Sharee shall work together cooperatively and in good faith to identify and develop a cost estimate for any equipment purchases, equipment upgrades or other capital expenditures necessary for the parties to perform their respective obligations to commence channel sharing under this Agreement and which shall include the implementation of the modifications to the Transmission

Facilities in order to accommodate the insertion of multiple program streams on the Shared Channel, including at least 2 HD streams. The costs allocated to such capital expenditures shall be paid by [REDACTED]

[REDACTED] Capital expenditures required for the modifications shall be paid for in accordance with Section 3.10.

3.7 Contractors. All contractors and subcontractors hired by any party to perform any service for such party at the Transmitter Site or any Transmission Facilities shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed, and meet any additional requirements imposed by the Transmission Facility Lease. Any such contractor shall carry commercially reasonable insurance issued by companies licensed in the state where the Transmitter Site or such other Transmission Facilities are located.

3.8 Hazardous Materials. Each party shall (and Sharer (or Successor) as Manager of the Facilities LLC shall cause the Facilities LLC to) and any contractor and subcontractor hired by any party who performs any service at the Transmitter Site shall (i) comply in all material respects with all environmental laws applicable to its operations from the Transmitter Site and any other Transmission Facilities, (ii) not cause or permit the release of any hazardous materials on, to or from the Transmitter Site or any other Transmission Facilities in violation of any applicable environmental laws, (iii) not take any action that would subject the Transmitter Site or any other Transmission Facilities to new or additional permit requirements for storage, treatment or disposal of hazardous materials and (iv) not dispose of hazardous materials on the Transmitter Site or any other Transmission Facilities except in compliance with applicable law.

3.9 Insurance. Sharer (or Successor) (as Manager of the Facilities LLC), shall cause the Facilities LLC to carry commercially reasonable insurance in the normal and customary amounts with respect to its use of the Shared Equipment and operations from the Transmission Facilities to enable it to meet its obligations created by this Agreement. If there is no Facilities LLC, Sharer shall obtain such insurance and Sharer and Sharee shall share the cost of such insurance in accordance with their Capacity Allocation Percentage. Each of the Sharer and Sharee shall be responsible for maintaining its own insurance for its own facilities, including general liability insurance with a reputable insurance company that shall cover its activities in connection with its use of the Transmission Facilities, consistent with its usual business practices in this regard.

3.10 Shared Operating Plan.

(a) Development of Shared Operating Plan. Each party's chief engineer and one or more other employees with appropriate organizational authority and operating or technical expertise shall confer for the purpose of developing a formal plan to address technical planning considerations and ongoing operational matters (the "***Shared Operating Plan***"). The Shared Operating Plan shall:

- (i) Incorporate any Engineering Plan agreed to by the parties;

(ii) Reflect technical discussions between the parties as may be required to coordinate the transition of WMFP's existing operations from its pre-Incentive Auction channel to the Shared Channel (e.g., proposed employee responsibility and technical considerations);

(iii) Include allocation of costs between the parties of any necessary equipment or other capital expenditures necessary to initiate channel sharing in accordance with Section 3.1;

(iv) Provide a mechanism to address the allocation of spectrum in the future beyond the Engineering Plan (e.g., in the event of technological changes, including ATSC 3.0, etc.);

(v) Contemplate appropriate pre-commencement testing for shared operations; and

(vi) Provide for delivery of any notices to third parties (including consumers) that may be reasonably necessary or desirable.

The parties shall agree upon a Shared Operating Plan as promptly as practicable, but in no event later than thirty (30) days following the grant by the FCC of a construction permit to Sharee for operation on the Shared Channel.

(b) Review of Shared Operating Plan. The parties shall meet and confer in good faith periodically during the Term to review and revise the Shared Operating Plan.

3.11 Interference. Each party shall use commercially reasonable efforts to avoid interference 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 changes or installations at the Transmitter Site or any other shared facilities or enter into any third-party arrangement that could reasonably be expected to impair, degrade or interfere in any material respect with any other party's signal 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 party or parties in writing and the interfering party shall take all commercially reasonable steps to correct such interference in all material respects as promptly as possible, and in any event within two days of notice of such interference.

3.12 Cooperation; Maintenance and Repair.

(a) Maintenance and Repair. Sharer (or Successor), as Manager of the Facilities LLC (or if there is no Facilities LLC, Sharer) shall be obligated to maintain and repair the Transmission Facilities in accordance with Good Engineering Practices and use commercially reasonable best efforts to ensure that such equipment operates consistent with Good Engineering Practices and, in all events, within the technical parameters set forth on the WWDP's and WMFP's FCC licenses, with any reasonable out-of-pocket costs and expenses incurred in connection with such obligation being paid by [REDACTED]

[REDACTED] In the event of planned repairs to the Transmission Facilities, Sharer (as Manager of the Facilities

LLC) shall coordinate such repairs (and any related downtime) with Sharee, including by providing advance notice of such repairs, to the extent reasonably feasible. During the Term, Sharer, as Manager of the Facilities LLC (or if there is no Facilities LLC, Sharer) shall (i) operate the Transmission Facilities in compliance with applicable law in all material respects; (ii) make timely utility payments for the Shared Equipment; and (iii) maintain the insurance specified in Section 3.9. Except as provided elsewhere in this Agreement, no party shall move, damage or interfere with the Transmission Facilities.

(b) Reduction in Use of Shared Equipment. If it is necessary for a party to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facilities so that another party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Transmitter Site or any other shared facility, the non-requesting parties shall cooperate in a commercially reasonable manner. If necessary, the non-requesting parties shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facility, provided that the requesting party takes all reasonable steps to minimize the amount of time the non-requesting parties shall operate with reduced facilities and that the requesting party takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time convenient to the non-requesting parties.

3.13 Alteration to Transmission Facilities.

(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 by [REDACTED]. 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.

(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 new modulation standard or technology currently known within the television industry as ATSC 3.0, the Sharer (or Successor) (as Manager of the Facilities LLC) shall cause the Facilities LLC to implement and pay for any upgrade to ATSC 3.0 or any other material changes to the Shared Channel or Transmission Facilities. If there is no Facilities LLC, the Sharer shall perform such implementations and the reasonable out-of-pocket installation costs shall be allocated [REDACTED]

[REDACTED], and the parties shall reasonably cooperate as needed to permit the prompt installation of any necessary equipment in accordance with this Agreement. [REDACTED]

(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, and (iv) such installation is permitted by the Transmission Site Lease or otherwise approved by the Tower Owner thereunder.

(e) Alterations Causing Degradation. For the avoidance of doubt, any alteration of the Transmission Facilities that could degrade, materially reduce or change the stations' coverage areas (such as by a reduction in the stations' authorized power or the use of a broadcast antenna with a different pattern) shall require the consent of all parties hereto.

3.14 Payment Terms.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.15 Major Decisions. Any of the foregoing notwithstanding, if there is no Facilities LLC, the consent of Sharer and Sharee shall be required for any of the actions listed in Section 4.6 of the Facilities LLC Agreement.

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, (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement and (iii) its use of the Transmission Facilities or the Shared Channel. 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. Neither party shall have any obligation or liability with

respect to the other party's station, except as may be otherwise set forth in this Agreement with respect to certain shared expenses.

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. 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) results in material damage to the Transmission Facilities or other material transmission equipment or facilities of the other party or (iii) the bankruptcy or insolvency of a party. In addition, if a party fails to make a capital contribution to the Facilities LLC or fund its share of operation expenses or capital expenditures as provided herein and such failure continues for a period of sixty (60) days after notice of such default, in addition to all other equitable and legal remedies available to such party (including the right to an immediate injunction), the non-defaulting party may make such payments on behalf of the defaulting party and shall earn interest on such amounts equal to 1% per day and following ninety (90) days of non-payment may pursue all available remedies to ensure reimbursement and compliance going forward. If this Agreement is terminated pursuant to this Section 5.1(a), then the non-defaulting party shall have the right to acquire the defaulting party's interest in the Transmission Facilities and the defaulting party's interest in the spectrum with respect to the Shared Channel in consideration for the fair market value of such interest by providing written notice to the defaulting party of the non-defaulting party's exercise of such purchase option within ten (10) business days of the effective date of the termination.

(b) Loss of License. Either party may elect to surrender its FCC license at any time and terminate this Agreement; provided, however, that any owner or holder of any interest in the Transmission Facilities who makes such election shall provide the other party a reasonable opportunity to acquire such interest on fair market terms reasonably prior to any such termination. 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, Section 5.1(b), Section 6.1, Section 6.7 and Section 3.4 and all payment obligations arising prior to termination 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 each party's right to enter into additional channel sharing agreements within its allocated capacity pursuant to Section 2.5; provided, that Sharer may assign all of its rights and obligations hereunder to a third party which purchases Sharer's interests in, or substantially all of the assets primarily used in the operation of, the Shared Channel (including the Transmission Facilities and Sharer's remaining Spectrum) (a "***Channel Sale Transaction***"), in which event Sharer automatically shall be relieved from all of its obligations and liabilities hereunder that are assigned, assumed or delegated in connection with a Channel Sale Transaction, except for any breaches of this Agreement prior to such assignment and assumption. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. Except as provided in this Section 6.3, 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: Evine Live Inc.
Norwell Television, LLC
ValueVision Media Acquisitions Inc.
6740 Shady Oak Road
Eden Prairie, MN 55344
Attention: General Counsel
Email: AMFike@evine.com

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

Jack N. Goodman
Law Offices of Jack N. Goodman
1200 New Hampshire Ave., NW
Suite 600
Washington, DC 20036
Email: jack@jackngoodman.com

and

Faegre Baker Daniels LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
Attention: Jonathan Zimmerman
Email: Jon.Zimmerman@FaegreBD.com

if to Sharee: NRJ TV Boston OpCo, LLC
NRJ TV Boston License Co., LLC
722 S. Denton Tap Road, Suite 130
Coppell, TX 75019
Attention: Ted B. Bartley
Telephone: 972.947.3390
Email: ted@nrjventures.com

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

Greenberg Traurig, LLP
3333 Piedmont Road, NE, Suite 2500
Atlanta, GA 30305
Attention: James S. Altenbach, Esq.
Telephone: 678.553.2444
Email: altenbachj@gtlaw.com

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

EVINE LIVE INC.

By: 
Name: *Tim Peterman*
Title: *EVP, COO/CFO*

VALUEVISION MEDIA ACQUISITIONS INC.

By: 
Name: *Tim Peterman*
Title: *CEO & President*

NORWELL TELEVISION, LLC

By: 
Name: *Tim Peterman*
Title: *CEO & President*

SHARER:

**NRJ TV BOSTON OPCO, LLC
NRJ TV BOSTON LICENSE CO., LLC**

By: _____
Name: Ted B. Bartley
Title: Chief Executive Officer

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:

EVINE LIVE INC.

By: _____

Name:

Title:

VALUEVISION MEDIA ACQUISITIONS INC.

By: _____

Name:

Title:

NORWELL TELEVISION, LLC

By: _____

Name:

Title:

SHAREE:

NRJ TV BOSTON OPCO, LLC

NRJ TV BOSTON LICENSE CO., LLC

By: Ted B. Bartley

Name: Ted B. Bartley

Title: Chief Executive Officer