

Form 2100, Schedule A – Modification of a Licensed Facility for DTV Application

**CHANNEL SHARING AGREEMENT**

A copy of the Channel Sharing Agreement covering the instant application is attached. The schedules to the Channel Sharing Agreement 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 react confidential or proprietary terms" in CSAs submitted with LMS Form 2100).

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

Schedule 2.1 – Capacity Allocation

Schedule 3.4 - Fees

CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “Agreement”) is made as of July 14, 2017 among NRJ TV Philly License Co., LLC and NRJ TV Philly OpCo, LLC, each a Delaware limited liability company (collectively, “Sharer”) and WMCN License Holdings, LLC and Lenfest Broadcasting, L.L.C., 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”):

WPHY-CD, Trenton, New Jersey (FCC Facility ID #74464)

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:

WMCN-TV, Atlantic City, NJ (FCC Facility ID #9739)

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 at Chestnut Hill Tower, 7600 Stenton Avenue, Philadelphia, PA (the “Transmitter Site”), which Transmitter Site is leased pursuant to that certain Sublicense Agreement dated the 28<sup>th</sup> day of April, 2010, by and between Sharer, as successor-in-interest to WZBN-TV, and Morgan Tower, Inc. (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.

F. Simultaneously with the execution of this Agreement, the Sharee is entering into an Asset Purchase Agreement (the “APA”) with respect to Sharee’s sale of Sharee’s Station to an affiliate of the Sharer.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: COMMENCEMENT

1.1. Term. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will continue for two years after the closing of the APA, unless earlier terminated in accordance with this Agreement; provided, that if the APA fails to close due to a breach by the Buyer (as defined in the APA), the Term shall be extended for an additional twelve (12) months.

1.2. Commencement of Shared Operations. The parties shall cooperate to transition Sharee’s Station to the Shared Channel and the Transmission Facilities as of the date of closing under the APA or on any other mutually agreeable date determined by the parties within the time required under the Channel Sharing Rules. Any out-of-pocket costs reasonably necessary to modify the Transmission Facilities for shared use under this Agreement shall be split between Sharer and Sharee in accordance with the Capacity Allocation specified in Schedule 2.1; provided, that in no event shall Sharee’s portion of such expenses exceed \$33,333.

1.3. FCC Filings. Sharee, at Sharer’s expense, shall promptly and timely 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, and the parties shall cooperate in good faith to select a new community of license for the Station in order to implement the channel sharing arrangement contemplated by this Agreement. 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.

1.4 Repacking. If Sharer's Station is being moved to a different frequency in connection with the repacking following the Incentive Auction (the "Repacking"), Sharer shall determine any modifications needed to the Transmission Facilities (and be responsible for the related costs) and shall determine whether or not to acquire equipment that may not be reimbursed by TV Broadcaster Relocation Fund (or other governmental authority).

## ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, upon commencement of the channel sharing contemplated by this Agreement, Sharer and Sharee shall share the 6 MHz Shared Channel (or 19.39 Megabits per second ("Mb/s") as allocated under the current ATSC 1.0 system) as set forth in the Capacity Allocation attached hereto as Schedule 2.1, which may be modified from time to time by mutual written agreement of the parties in a manner which, at a minimum, shall provide that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one Standard Definition over-the-air program stream at all times.

2.2. Encoding. Sharer and Sharee shall implement a mutually beneficial system to manage the encoding pool using the software optimization technology of statistical multiplexing ("Stat Mux") or a successor technology mutually agreed upon by the parties. Each of Sharer and Sharee shall have the right to monitor in real time and audit the Shared Channel's encoding system to ensure compliance with Section 2.1 and Schedule 2.1. In the event that the parties are unable to agree upon mutually acceptable operating parameters for the Stat Mux, the parties shall revert to operating within fixed bandwidth allocations in accordance with Schedule 2.1.

### 2.3. Technical Changes.

(a) 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.

(b) New Transmission Technologies. Sharer shall determine if and when 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") for the Shared Channel. Any budget and timeline for implementing the ATSC 3.0 Upgrade shall comply with applicable FCC rules and regulations and meet generally accepted industry standards. Sharer shall be responsible for all costs associated with the ATSC 3.0 Upgrade, however, Sharer has the right following any such upgrade to amend the capacity allocations in Schedule 2.1 such that any capacity benefits of ATSC 3.0 are retained solely by the Sharer. Sharee can alternatively request access to additional

capacity offered by ATSC 3.0, with a commensurate increase in the Fee to be negotiated between the parties.

(c) Other Upgrades. In addition to the ATSC 3.0 Upgrade, Sharer, in its sole discretion and at its expense, may at any time implement any new transmission systems or new technical standards for Sharer's Station or the Shared Channel.

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. Sharer shall have the right, in its sole discretion, to enter into additional channel sharing agreements within its allocated capacity that do not have a material adverse effect on Sharee's Station or the Shared Channel.

2.5. Transmissions. Each of Sharer and Sharee shall be responsible, at its sole expense, for transmitting its station's programming in a broadcast-ready final format to the Transmitter Site or other receive site reasonably designated by Sharer. Sharer may encode, compress or modulate Sharee's content as required to statistically multiplex together the parties' content streams using the parameters set forth in this Agreement.

2.6. FCC Licenses.

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

(b) Compliance with Law. Each party shall comply with this Agreement, the Channel Sharing Rules, and with all other FCC and other applicable laws with respect to its ownership and operation of its station subject to this Agreement and its use of the Shared Channel. In the event that the FCC adopts changes to the Channel Sharing Rules, the parties will undertake good faith negotiations to amend this Agreement in order to comply with such changes to the Channel Sharing Rules.

(c) Control. Consistent with FCC rules, each party shall control, supervise and direct the day-to-day operation of its station subject to this Agreement (including its employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Neither party shall use the call letters of the other's television station in any medium, except in correspondence with the FCC related to the performance of this Agreement.

(d) Channel Sharing Documents. Each party shall notify the other of all documents filed with or received from the FCC with respect to this Agreement, the transactions

contemplated hereby or the Shared Channel, and shall provide the other with copies of such documents to the extent permitted by FCC rules and other applicable laws.

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

### ARTICLE 3: OPERATIONS

#### 3.1. Transmission Facilities.

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

(b) Shared Equipment. A list of material items of Shared Equipment as of the date of this Agreement has been prepared and separately agreed to by the parties, and such list may be updated by the parties. The Shared Equipment shall include any replacements of such items or additions thereto as mutually agreed by the parties from time to time in accordance with this Agreement. Title to all Shared Equipment shall remain with Sharer. The shared use under this Agreement does not constitute a conveyance of title. Sharee may use the Shared Equipment only in accordance with good engineering practices and only in the ordinary course of operation of Sharee’s Station and for no other purpose. Sharer shall maintain the Transmission Facilities consistent with past practices and FCC requirements and shall determine, in its sole discretion, any ordinary course maintenance and repairs, non-ordinary course capital expenditures, upgrades or replacements necessary or desirable with respect to the Transmission Facilities.

(c) Exclusive Equipment. Subject to any restrictions imposed by the owner of the Transmitter Site, Sharee may install equipment owned solely by it at the Transmitter Site. Each party shall, at its own expense, maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with past practice. Title to all such equipment solely owned by a party shall remain with such party.

(d) Cooperation. In the event Sharer determines, in its sole discretion, that it is reasonably necessary for Sharee to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or Sharee’s equipment located at the Transmitter Site so that Sharer can maintain, install, repair, remove or otherwise work on the Shared Equipment, the Shared Channel or Sharer’s Station, then Sharee shall cooperate with such request. If requested, Sharee shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel

or Sharee's equipment located at the Transmitter Site so that Sharer can perform such work, and, if practicable, Sharer shall use commercially reasonable efforts to minimize the amount of time Sharee must operate with reduced facilities.

3.2. Interference. Neither party shall make any changes or installations at the Transmitter Site or enter into any third-party arrangement that could reasonably be expected to impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and take commercially reasonable steps to correct such interference in all material respects as promptly as possible.

3.3. Force Majeure. Neither party shall be liable to the other party for any failure or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

3.4. Fees and Expenses. Sharer will charge Sharee a monthly Spectrum Lease Fee (the "Fee") as specified in *Schedule 3.4*.

#### ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement and (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

4.2. Programming Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the programming, advertising and operation of its television station using the Shared Channel, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

4.3. Liability. In no event shall any party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

## 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) is a breach of a payment obligation that represents or results in a loss that is material in nature relative to the value of performance of payment obligations by the breaching party during the trailing one (1)-year period or (iii) results in material damage to the Transmission Facilities or other material transmission equipment or facilities of the other party.

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

(c) Other Termination Rights. Either party may terminate this Agreement at any time on at least ten (10) business days prior written notice to the other party, following any termination or expiration of the APA. If the APA terminates or expires through no fault of Sharee, then Sharee has the option, by written notice to Sharer, to elect to delay termination of this Agreement for a transition period of up to one year beyond the date the Agreement would otherwise terminate. Additionally, the Sharee may terminate this Agreement one year after the Commencement of Shared Operations on at least ninety (90) days prior written notice to the Sharer.

(d) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4, Sections 5.1(b), 6.1 and 6.7 shall survive any termination or expiration of this Agreement.

5.2. Specific Performance. In addition to any other available remedies, in the event of failure or threatened failure by a party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

5.3. Remedies Cumulative. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties,

whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

#### ARTICLE 6: MISCELLAENOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their respective businesses and properties that is disclosed in connection with the performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each party represents and warrants to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state in which the Transmitter Site is located, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

6.3. Assignment. Sharee shall assign this contract to the Buyer in the APA upon closing of the APA and such assignment shall be in the form attached hereto as *Exhibit A*. Except for an assignment pursuant to the APA, Sharee may not assign, sublease or delegate this Agreement; provided, that if the APA is terminated due to a breach by Buyer under the APA, Sharee may assign this Agreement to a third party to which Sharee assigns the FCC licenses for Sharee's Station. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. No assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

6.4. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules and published policies of the FCC. If any court or governmental authority holds any provision of this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

6.5. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Sharer:

NRJ TV PHILLY OPCO, LLC

722 S. Denton Tap Road, Suite 130  
Coppell, TX 75019  
Attention: Ted Bartley  
Email: [ted@nrjventures.com](mailto:ted@nrjventures.com)

if to Sharee:

WMCN License Holdings, LLC  
565 East Swedesford Road, Suite 303  
Wayne, PA 19087  
Attention: Thomas Pasch, VP  
Email: [tpasch@lenfest.com](mailto:tpasch@lenfest.com)

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

6.7. Miscellaneous. This Agreement may not be amended except in a writing executed by both parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver or consent is sought. Neither party shall be authorized to act as an agent of or otherwise to represent the other party to this Agreement. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. This Agreement (including the Schedules and Exhibits 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:

NRJ TV PHILLY OPCO, LLC

By:



Name: Ted Bartley

Title: Chief Executive Officer

NRJ TV PHILLY LICENSE CO., LLC

By:



Name: Ted Bartley

Title: Chief Executive Officer

SHAREE:

WMCN LICENSE HOLDINGS, LLC

By:

Name: Thomas Pasch

Title: Vice President

LENFEST BROADCASTING, L.L.C.

By:

Name: Robert Lund

Title: President & General Manager

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:

NRJ TV PHILLY OPCO, LLC

By: \_\_\_\_\_

Name: Ted Bartley

Title: Chief Executive Officer

NRJ TV PHILLY LICENSE CO., LLC

By: \_\_\_\_\_

Name: Ted Bartley

Title: Chief Executive Officer

SHAREE:

WMCN LICENSE HOLDINGS, LLC

By: \_\_\_\_\_

*/s/Thomas Pasch*

Name: Thomas Pasch

Title: Vice President

LENFEST BROADCASTING, L.L.C.

By: \_\_\_\_\_

*Robert M. Lund*  
Name: Robert Lund

Title: President & General Manager

**EXHIBIT "A"**  
**ASSIGNMENT**  
**OF**  
**CHANNEL SHARING AGREEMENT**

THIS ASSIGNMENT OF CHANNEL SHARING AGREEMENT ("**Assignment**"), is effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **NRJ TV II LLC**, a Delaware limited liability company ("**Buyer**") and **WMCN License Holdings, LLC** and **Lenfest Broadcasting L.L.C.**, each a Delaware limited liability company (collectively "**Sharee**").

**RECITALS:**

(A) Buyer and Sharee entered into that certain Asset Purchase Agreement, dated as of June \_\_\_\_, 2017 (the "**APA**"). Capitalized terms used herein and not otherwise defined shall have the same meaning as ascribed to such terms in the APA.

(B) Simultaneously with the execution of the APA, NRJ TV Philly OpCo, LLC and NRJ TV Philly License Co., LLC, each a Delaware limited liability company (collectively "**Sharer**") and Sharee have entered into a Channel Sharing and Facilities Agreement (the "**CSA**"), pursuant to which Sharee and Sharer have agreed to share the operations of WPHY-CD, Trenton, New Jersey (FCC Facility ID #74464).

(C) Section 6.3 of the CSA provides that Sharee shall assign the CSA to Buyer upon closing of the APA.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto hereby agree as follows:

1. Assignment from Sharee to Buyer. Sharee hereby transfers and assigns to Buyer, and Buyer hereby accepts from Sharee, all of Sharee's right, title and interest under the provisions of the CSA; and Buyer hereby assumes and agrees to be bound by and to perform all of Sharee's obligations under the CSA.

2. Indemnification.

a. By Sharer. Sharer shall indemnify, defend and hold harmless Buyer against and from any and all liability to Sharee (i) for any default by Sharer in performing its obligations under the provisions of the CSA occurring before the entry into this Assignment by the parties hereto.

b. By Buyer. Buyer shall indemnify, defend and hold harmless Sharer against and from any and all liability to Sharee for any default by Buyer in performing its

obligations under the provisions of the CSA occurring after the entry into this Assignment by the parties hereto.

3. 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 or by electronic mail when sent, if sent during normal business hours of the recipient and if not, then on the next business day, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Sharee, then to:

WMCN License Holdings, LLC  
565 East Swedesford Road  
Suite 303  
Wayne, PA 19087  
Attention: Thomas Pasch, VP  
Email: tpasche@lenfest.com

if to Buyer, then to:

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

4. General.

(a) Effectiveness. This Assignment shall become effective on and only on its execution and delivery by each party hereto.

(b) Complete Understanding. This Assignment, the APA and the CSA represent the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, guaranties, warranties, promises, statements or agreements, either written or oral, between the parties hereto with respect to the same.

(c) Amendment. This Assignment may be amended by and only by an instrument executed and delivered by each party hereto.

(d) Waiver. No party hereto shall be deemed to have waived the exercise of any right, which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(e) Applicable Law. This Assignment shall be given effect and construed by application of the law of the State of Delaware.

(f) Headings. The headings of the sections and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

(g) Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns hereunder.

(h) Severability. No determination by any court, governmental body or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(i) Counterparts. This Assignment may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

***Signatures Begin on Next Page***

IN WITNESS WHEREOF, each party hereto has executed and sealed this Assignment or caused it to be executed and sealed on its behalf by its duly authorized representatives, the day and year first above written.

**“Buyer”**

**NRJ TV II LLC**

By: \_\_\_\_\_  
Name: .  
Title:

**“Sharee”**

**WMCN License Holdings, LLC**

By: \_\_\_\_\_  
Name: .  
Title:

**Lenfest Broadcasting, L.L.C.**

By: \_\_\_\_\_  
Name: .  
Title: