

**CHANNEL SHARING AND FACILITIES AGREEMENT**

Designated Market Area (“DMA”): Washington, D.C.

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “**Agreement**”) is made as of January 8, 2016 (“**Effective Date**”) between UniMas D.C. LLC (“**Sharer**”), a Delaware limited liability company, and WDCW, LLC (“**Sharee**”), a Delaware limited liability company.

Recitals

A. Sharer and Sharee desire to (i) either one or both participate in the broadcast incentive auction (the “**Incentive Auction**”) conducted by the Federal Communications Commission (the “**FCC**”) pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112- 96, § 6403, 126 Stat. 156, 225-230 (2012)), in accordance with the Channel Sharing Rules (as defined below), and (ii) develop a bidding strategy for the Incentive Auction that complies with the Communications Laws (as defined in Section 2.5 below) and this Agreement, all as set forth herein;

B. Sharer holds the TV spectrum usage rights associated with the 6 MHz channel licensed to television broadcast station WFDC-DT, Arlington, VA, FCC Facility ID No. 69532, including its primary and all multicast streams (“**Sharer’s Station**”) pursuant to licenses issued by the FCC, and is subject to a Marketing and Sales Agreement between Univision Communications Corporation (“Univision”) and Entravision Communications Corporation (“**Entravision**”) dated as of January 1, 2006, which will expire on December 31, 2021 unless extended by the parties thereto (the “**Joint Sales Agreement**”);

C. Sharee holds the TV spectrum usage rights associated with the 6 MHz channel licensed to television broadcast station WDCW, Washington, DC, FCC Facility ID No. 30576, including its primary and all multicast streams (“**Sharee’s Station,**” and together with Sharer’s Station, each a “**Station**”) pursuant to licenses issued by the FCC;

D. In the event that Sharee’s participation in the Incentive Auction with Sharee’s Station is Successful (as defined in Section 1.3(a) below), then Sharee will relinquish the 6 MHz television channel currently assigned to it by the FCC in accordance with the Channel Sharing Rules, and will share with Sharer, each pursuant to its own license, the 6 MHz television channel currently licensed exclusively by the FCC to the Sharer’s Station and any replacement channel assigned to Sharer’s Station by the FCC in the post-auction spectrum repacking (either being the “**Shared Channel**”);

E. Sharer leases, owns and/or operates certain assets, currently located at 4001 Nebraska Ave, NW, Washington, DC (38° 56' 24" N Latitude; 77° 04' 54" W Longitude) (the “**Current Transmitter Site**” and, with any successor transmitter site, the “**Transmitter Site**”), 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**”), and currently holds a lease for operations from Richland Towers Management, LLC (the “**Current Transmission Facilities Lease**” and, with any successor lease, the “**Transmission Facilities Lease**”);

F. Sharer and Sharee desire to enter into an agreement with respect to the matters set forth herein, including with respect to the allocation between the parties of proceeds received from the Incentive Auction and to provide for joint use of the Shared Channel and Transmission Facilities; and

G. Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing the 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 “**Second Order**”), the Procedures for Competitive Bidding in Auction 1000, Including Initial Clearing Target Determination, Qualifying to Bid, and Bidding in Auctions 1001 (Reverse) and 1002 (Forward), adopted in GN Docket No. 12-268, released August 11, 2015 (the “**Procedures Public Notice**”), the Guidance Regarding the Prohibition of Certain Communications During the Incentive Auction, Auction 1000, adopted in GN Docket No. 12-268, released October 6, 2015 (the “**Communications Prohibition Guidance**”) and the Application Procedures for Broadcast Incentive Auction Scheduled to Begin on March 29, 2016; Technical Formulas for Competitive Bidding, adopted in GN Docket No. 12-268, released October 15, 2015 (“**Application Procedures Public Notice**”), and the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (the Channel Sharing Order, the Incentive Auction Order, the First Order, the Second Order, the Procedures Public Notice, the Communications Prohibition Guidance, the Application Procedures Public Notice, along with any other FCC orders or public notices relating to the Incentive Action, being 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 AUCTION PARTICIPATION

1.1. Term. The term of this Agreement (the “**Term**”) will begin on the Effective Date and, unless earlier terminated in accordance with this Agreement, will continue in perpetuity.

1.2. Auction Compliance Procedures

(a) The parties have adopted procedures for communications between them, in order to assure full compliance with the Channel Sharing Rules, which are set out in *Schedule 1.2(a)* hereto.

(b) Each party shall designate one or more person(s) as bidding liaisons (the “**Bidding Liaison(s)**”) who shall be authorized on behalf of the designating party to effect communications with the other party hereto with respect to bids and bid strategies in accordance with the anti-collusion regulations of 47 C.F.R §1.2205 and the Communications Prohibition Guidance (collectively, the “**FCC Communications Prohibitions**”). Each party’s Bidding Liaison may be an employee or a third party representative.

(c) The parties covenant and agree that each Bidding Liaison(s) shall adhere to appropriate information barriers within his or her organization, and limit communications with third parties, as required by and consistent with FCC Communications Prohibitions.

### 1.3. Incentive Auction Participation.

(a) Sharee agrees to submit bids in the Incentive Auction above and equal to the Reserve Price (as established in *Schedule 1.3(a)*) in accordance with the bid procedures set forth in *Schedule 1.3(a)* and to relinquish the Sharee's Station's spectrum usage rights and, if Successful, commence channel sharing with Sharer. For purposes of this Agreement, "**Successful**" participation in the Incentive Auction by Sharee means that the FCC shall have issued a decision, order, public notice or other official public announcement designating Sharee's Station's bid as a "winning bid" above or equal to the Reserve Price, or otherwise stating that the FCC and Sharee are entering into a binding commitment pursuant to which the FCC will purchase Sharee's spectrum usage rights above or equal to the Reserve Price.

(b) If Sharee's bid is Successful, consistent with the protocol set out in *Schedule 1.2(a)*, Sharee shall provide written notice to Sharer in order to commence channel sharing with Sharer under this Agreement (the "**Channel Sharing Notice**"), to be delivered no later than five (5) business days following the date on which the FCC releases a public announcement of the results of the Incentive Auction (the "**Results Public Notice**") indicating that Sharee's bid has been Successful. Sharee acknowledges that it will be a material breach of this Agreement if Sharee's bid is Successful and Sharee (i) continues to broadcast in its designated market area after the date on which it is required by the FCC to relinquish spectrum sold in the Incentive Auction and (ii) fails to share the Auction Proceeds (as such term is defined in Section 1.4) with Sharer pursuant to *Schedule 1.4*.

(c) Sharee's Bidding Liaison shall immediately provide notice, consistent with the protocols set forth in *Schedule 1.2(a)*, if (i) Sharee receives a notice from the FCC or otherwise learns that Sharee or Sharee's Station is not a qualified bidder in the Incentive Auction, (ii) Sharee exits the Incentive Auction, pursuant to the bid procedures set forth in *Schedule 1.3(a)*; (iii) Sharee receives a notice from the FCC that Sharee's Station was not Successful in the Auction; or (iv) as otherwise required by *Schedule 1.2(a)*.

(d) In order to ensure the provision and availability of the spectrum of the Sharer's Station as contemplated hereby, the parties acknowledge and agree that the participation of Sharer's Station in the Incentive Auction shall be solely as the "sharer" pursuant to the terms and subject to the conditions of this Agreement and, in accordance with the foregoing, Sharer covenants and agrees that it will not subject the spectrum of the Sharer Station to bidding in the Incentive Auction.

### 1.4. Auction Proceeds.

(a) Allocation of Auction Proceeds. The parties shall allocate the Incentive Auction proceeds won by Sharee with respect to the Sharee Station (prior to deduction of any holdback amounts, as published in the Results Public Notice or otherwise indicated to Sharee by the FCC (including through the electronic auction bidding system) ("**Auction Proceeds**") pursuant to *Schedule 1.4*, and Sharee, its Escrow Agent (as defined in Section 1.4(b) below) or Qualified Intermediary (as defined in Section 1.4(c) below), shall pay to Sharer the Sharer Proceeds (as defined in *Schedule 1.4*) within five (5) business days of the receipt of the Auction Proceeds from the FCC. For clarification, the tax basis of Sharer's Station or Sharee's Station and any federal or state tax owed due to the

characterization of this agreement as an asset sale by either party shall have no impact on the amount of Auction Proceeds shared by the parties. These Auction Proceeds are pre-tax, other than applicable state or local sales taxes mutually identified and agreed upon in advance by both parties. If Sharee is required by the FCC to establish an escrow from the Auction Proceeds, or if the FCC or U.S. Treasury otherwise holds back any Auction Proceeds of Sharee for any reason, such amounts will be withheld from Sharee's percentage of such Auction Proceeds, and Sharer shall be entitled to the Sharer Proceeds in full (as defined in *Schedule 1.4* attached hereto) based on the final Successful bid amount.

(b) Escrow of Auction Proceeds. Sharee shall cause the Auction Proceeds to be deposited by wire transfer directly into an escrow or trust account (the "**Escrow Account**") with an escrow agent or trustee that is a nationally recognized U.S. bank mutually agreed to by Sharer and Sharee (the "**Escrow Agent**"), to be held and distributed pursuant to the terms and conditions of an escrow or trust agreement, which the parties shall use commercially reasonable efforts to execute on or before the Submission Deadline (as defined in Section 1.5 below) and in any event no later than ten days following the Results Public Notice, by and among Sharee, the Qualified Intermediary (as defined in Section 1.4(c) below) and the Escrow Agent, in a standard and customary form as may be required by the Escrow Agent and approved by the parties in writing (the "**Escrow Agreement**"), which shall provide for disbursement of Sharer's portion of the Escrow Proceeds within five (5) business days following receipt of Auction Proceeds; *provided*, that if, for any reason, the Auction Proceeds are not deposited directly into the Escrow Account, then Sharee shall immediately (but not later than one (1) business day following receipt of the Auction Proceeds) remit (or cause the qualified intermediary to remit) the Auction Proceeds to the Escrow Account by wire transfer, without deduction, setoff or counterclaim. The form of the Escrow Agreement shall be mutually agreed to by Sharee, Sharer, the Qualified Intermediary and the Escrow Agent prior to execution thereof. The parties shall use their commercially reasonable efforts to ensure that the Escrow Agreement complies with the Channel Sharing Rules for payment of Auction Proceeds to a third party, without holdback, offset or other deduction. Sharee shall obtain from the Escrow Agent any certifications required by the FCC to permit payment to the Escrow Agent. The escrowed funds shall be held as a trust fund and the amount to be distributed to Sharer shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of either party hereto. The escrowed funds shall be deposited by the Escrow Agent in an interest-bearing account in the manner specified in the Escrow Agreement, with any interest accruing thereon to be shared equally by the parties. The parties shall jointly instruct the Escrow Agent not to distribute or release the escrowed funds except in accordance with the express terms and conditions of the Escrow Agreement and the Exchange Agreement. Each party shall be responsible for [REDACTED] percent ([REDACTED]) of the fees charged and expenses incurred by the Escrow Agent for its services under the Escrow Agreement

(c) Tax Deferred Exchange. Sharee may desire to effect the transfer and conveyance of the Shared Channel as part of a deferred like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or as part of a Code Section 1033 involuntary conversion. In order to effect the deferred like-kind exchange, Sharee, at its sole option, may assign its rights under this Agreement and, under any agreement acceptable to the FCC, to a "qualified intermediary", as defined in Treas. Reg. Sec. 1.1031(k)-1(g)(4) ("**Qualified Intermediary**"), and may give written notice to Sharer and the FCC of the assignment and Sharee's intention to effect the deferred like-kind exchange by using such Qualified Intermediary. Sharer shall cooperate with all reasonable requests of Sharee and the Qualified Intermediary in arranging and effecting the deferred like-kind exchange as one which qualifies under Code Section 1031; provided that (i) Sharer shall not incur any federal income tax disadvantage as a result of its cooperation, and (ii) Sharee reimburses Sharer's reasonable out-of-pocket costs directly attributable to such cooperation.

Sharer and Sharee shall take actions reasonably necessary to ensure that the Escrow Account qualifies as a “qualified escrow account” or “qualified trust” within the meaning of the IRS regulations. Without limiting the generality of the foregoing, Sharer shall execute such documents as, in Sharee’s reasonable opinion, are appropriate and necessary to effect the transfer of Auction Proceeds and the transfer and conveyance of the spectrum for Sharee’s Station being exchanged for the Shared Channel through the Qualified Intermediary (together, the “**Qualified Intermediary Documents**”). The parties agree that any attempt to structure a transaction qualifying under Code Section 1031 pursuant to this Section 1.4(b) shall not prevent, delay or be a condition to any of the parties’ obligations under this Agreement; nor shall a party’s failure to obtain its desired tax treatment prevent, delay or be a condition to any of such party’s obligations under this Agreement.

(d) Exchange Agreement. Sharee and the Qualified Intermediary shall use commercially reasonable efforts to execute an exchange agreement on or before the Submission Deadline (as defined in Section 1.5 below), and in any event shall execute such agreement no later than ten (10) days following the Results Public Notice, governing the transfer of the spectrum for Sharee’s Station being relinquished by Sharee in exchange for the Shared Channel as provided in this Agreement (the “**Exchange Agreement**”). The form of the Exchange Agreement shall be mutually agreed to by Sharee, Sharer, and the Qualified Intermediary prior to execution thereof. Sharee shall use its commercially reasonable efforts to ensure that the Exchange Agreement complies with the Channel Sharing Rules for payment of Auction Proceeds to a third party, without holdback, offset or other deduction. Sharee shall obtain from the Escrow Agent any certifications required by the FCC to permit payment to the Escrow Agent.

1.5. FCC Application to Participate in Auction. Sharee shall timely file and thereafter diligently prosecute an FCC application (the “**FCC Application**”) as necessary for Sharee’s Station to participate in the Incentive Auction, to relinquish the spectrum of Sharee’s Station and to share the Shared Channel on the terms and subject to the conditions set forth in this Agreement. Prior to filing the FCC Application, Sharee shall provide Sharer with a copy of the FCC Application for its review no later than three (3) business days prior to the deadline for submitting such FCC Application (the “**Submission Deadline**”), which is currently January 12, 2016, unless otherwise extended by the FCC pursuant to a public notice. Sharer shall timely provide Sharee with all certifications required of a sharer in the FCC Application. The parties shall cooperate in good faith with respect to (i) the FCC Application, and (ii) to the extent permitted by the FCC Communications Prohibitions, the Incentive Auction, and each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Each party shall notify the other party of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee’s preparation of the FCC Application. No party shall take or fail to take any action, the result of which would reasonably be expected to result in the dismissal of the FCC Application without the prior written approval of the other party. If any of the communications described in this Section 1.5 would be subject to the restrictions of the FCC Communications Prohibitions, then such communications shall be conducted pursuant to the communication protocols set forth in *Schedule 1.2(a)*. Except as otherwise provided herein, Sharee may not withdraw the FCC Application or otherwise exit the Incentive Auction without Sharer’s prior written consent. For purposes of clarification, nothing in this Agreement shall be deemed to preclude Sharee from registering for an alternative option with respect to its participation in the Incentive Auction, such as entering a bid to move to a High VHF or Low VHF channel (each, an “**Alternative Participation Option**”), provided, however, that Sharee may

pursue an Alternative Participation Option only if this Agreement has been terminated pursuant to Article 5.

1.6. Eligibility to Participate in Auction. The parties covenant and agree that neither party nor any of its affiliates shall take any action or fail to take any action, the result of which would be reasonably likely to render Sharee or Sharee's Station ineligible to participate in the Incentive Auction or either party or Station ineligible to conduct channel sharing, each as contemplated hereby, including by entering into any transaction that would have the effect of impairing such eligibility.

1.7. Non-Circumvention. Sharee covenants and agrees that at no time during or after the Term of this Agreement will it or Sharee's Station, directly or indirectly, alone or by, with or through others, cause, induce or authorize, or voluntarily assist, participate or cooperate in the commencement, maintenance or prosecution of any action or proceeding that seeks to challenge or reverse the results of the Incentive Auction if such action or proceeding is designed to, or has the effect of, avoiding, circumventing or frustrating any of the obligations of Sharee or Sharee's Station under this Agreement.

1.8. Allocation of Auction-Related Expenses. Each party shall each pay its own fees and expenses incurred in the negotiation, preparation and execution of this Agreement and all ancillary documents (if any).

## **ARTICLE 2 CAPACITY AND FCC LICENSES**

Unless otherwise specified, the terms of this Article 2 shall be effective only from and after the date (if any) that Sharee's participation in the Incentive Auction is Successful.

2.1. Allocation of Channel Capacity. From and after the Commencement Date (as such term is defined in Section 3.1), pursuant to the Channel Sharing Rules, Sharer and Sharee shall share the 6 MHz Shared Channel (19.39 Megabits per second ("**Mbps**") as allocated under the current ATSC 1.0 standard) utilizing the post-auction capacity allocation set forth on *Schedule 1.4* ("**Capacity Allocation**") and statistical multiplexing ("**Stat Mux**"), as set forth in the Engineering Plan on *Schedule 2.1*, which may be modified from time to time by mutual written agreement of the parties. At a minimum, each Station shall retain spectrum usage rights adequate to ensure a sufficient amount of capacity on the Shared Channel to allow each Station to provide at least one (1) Standard Definition ("**SD**") program stream at all times. The parties shall meet and confer from time to time to review and revise the Engineering Plan set forth on *Schedule 2.1*, and the Shared Operating Plan, as further described in Section 3.4. Sharer and Sharee shall implement a weighting system as allowed by the encoding pool to enable each party to prioritize its program streams rather than use a fixed allocation of bits of the Shared Channel. In connection therewith, in the event that either party uses its Capacity Allocation to transmit more than one program stream, (i) that party will designate one program stream with the highest priority within its allocated capacity and (ii) all of that party's other program streams will have a lesser priority as mutually agreed by the parties based on empirical testing by Sharer and Sharee, and the parties shall cooperate to devise a system that produces the best results for each party's Station with minimum picture degradation. In the event the parties are unable to agree on a system, the parties shall implement a fixed allocation of bits of the Shared Channel for their respective broadcast needs.

2.2. Encoding. In order to take advantage of a Stat Mux pool, Sharer and Sharee must implement a shared encoding pool. Each of Sharer and Sharee shall have the right (at their sole

expense) to monitor and audit the Shared Channel's encoding system to ensure compliance with Section 2.1 and *Schedule 2.1*. Each of Sharer and Sharee shall make all records of such encoding available to the other upon written request during normal business hours. For clarity, a Sub-Sharee (as defined in Section 2.5(b) below) shall have no rights under this Section 2.2.

2.3. Commitment to Provide Capacity. From and after the Commencement Date (as such term is defined in Section 3.1) (and any Wind-Down Period specified in Article 5), Sharer shall transmit content and other data provided by Sharee using the Transmission Facilities. Except as provided herein, Sharer shall not alter the content or data provided by Sharee; provided, however, that Sharer may (a) encode, compress and/or modulate the content as required to Stat Mux the Sharer's Station and Sharee's Station (and any Sub-Sharee's Station, as defined below) using the parameters specified in this Agreement, and (b) combine the Event Information Table ("EIT") and other information into a common Program and System Information Protocol ("PSIP") format for transmission, as provided in this Agreement, provided, however that with respect to the foregoing clauses (a) and (b), the content and data transmitted on the spectrum allocated to Sharee shall be treated substantially in the same manner as the content and data of Sharer.

2.4. New Transmission Technologies.

(a) Mandatory Changes to Transmission Technology. 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. Sharer and Sharee will share in the costs to implement such modulation or technical changes, as provided in Section 3.9(b). In the event that such changes alter the available bandwidth on the Shared Channel, Sharer and Sharee will cooperate to divide the available bandwidth according to the Capacity Allocation, consistent with this Agreement.

(b) Additional Changes to Transmission Technology. Prior to adoption or deployment of new transmission technologies or standards of modulation (e.g., ATSC 3.0), Sharer and Sharee shall separately and jointly perform an analysis informed by prevailing technical and business conditions. For purposes of clarity, unless mandated by law, no new transmission technology shall be adopted or deployed without the mutual written consent of Sharer and Sharee, except as otherwise provided in this Section 2.4(b). With respect to the upgrade to ATSC 3.0 ("**ATSC 3.0 Upgrade**"), Sharer shall, unless otherwise agreed upon by the parties, implement the ATSC 3.0 Upgrade on the Shared Channel, and the parties shall be required to share the reasonable out-of-pocket costs and expenses of the ATSC 3.0 Upgrade in accordance with Section 3.7(b), at and after such time there is Substantial Adoption (as defined below) of ATSC 3.0. For purposes of this Agreement, the term "**Substantial Adoption**" means

[REDACTED] With respect to new technologies other than ATSC 3.0, Sharer shall have the right to adopt or deploy new technologies for its Station, provided that such adoption or deployment does not materially or adversely affect Sharee's broadcast service in existence at the time of such adoption or deployment, and provided, further, that any deployment of a new technology that requires the viewers of Sharee'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 mutual written consent of Sharer and Sharee. In the event that a new standard of modulation is implemented by the parties, such that a 6 MHz channel supports more or less than the 19.39 Mbps of data capacity currently supported, the parties shall continue to allocate the available capacity according to the Capacity Allocation, consistent with this

Agreement. For clarity, a Sub-Sharee to a Sub-Sharing Agreement (as defined below) shall have no rights under this Section 2.4.

## 2.5. Capacity Use.

(a) Use of Channel Capacity. Each party hereto shall have the right to use its Capacity Allocation on the Shared Channel in any way it sees fit, in accordance with this Agreement (subject to compliance with the Channel Sharing Rules, the Communications Act of 1934, the Telecommunications Act of 1996, the Children’s Television Act of 1990, and the rules and written policies of the FCC promulgated thereunder, all as may be amended from time to time (collectively, the “**Communications Laws**”) and all other applicable laws), including (i) broadcasting any combination of HD and SD program streams in compliance with this Agreement, and (ii) broadcasting licensed third party content, provided that (A) a third party programmer shall not have any rights of access to the Transmission Facilities without Sharer’s prior approval, which such approval shall not be unreasonably withheld; (B) each party shall be responsible for the capital or operating costs directly associated with adding its own multiple program streams to the encoding pool; (C) each party shall be responsible for the capital or operating costs (including any surcharges under the Transmission Facilities Lease) directly associated with adding a third-party programmer or Sub-Sharee (as defined below); and (D) each party shall remain responsible for its compliance obligations under this Agreement and any acts or omissions of a third-party programmer or Sub-Sharee (as defined below).

(b) Right to Enter Sub-Sharing Agreements. Subject to the terms of the Transmission Facilities Lease and/or the approval rights of the landlord/licensor and any third parties thereunder as contained therein, each of Sharer and Sharee, in its respective sole discretion, shall have the right to enter into additional channel sharing agreements (each, a “**Sub-Sharing Agreement**”) with other FCC licensed stations (each, a “**Sub-Sharee**”) within its allocated capacity, subject to the terms in Sections 2.5(a) and (c), provided that each party shall remain responsible for its compliance obligations under this Agreement and any acts or omissions of its Sub-Sharees. For clarity, the party entering such Sub-Sharing Agreement shall be responsible for any defaults or breaches by its Sub-Sharees of such party’s obligations under this Agreement, and shall indemnify and hold the other party harmless from any and all Losses as a result thereof, including, without limitation, those Losses arising under the Transmission Facilities Lease. No Sub-Sharing Agreement shall relieve any party of its obligations hereunder. Promptly upon execution of any Sub-Sharing Agreement by either party, such party shall provide to the other party information regarding such Sub-Sharing Agreement, including, but not limited to, critical contact information for and spectrum to be allocated to the Sub-Sharee. Upon reasonable request, each party shall provide a copy of any Sub-Sharing Agreements, with confidential information redacted, to the other party hereto. The party entering into a Sub-Sharing Agreement shall be solely responsible for any incremental costs related to or arising out of such Sub-Sharing Agreement, including, but not limited to, capital or operating expenses related to the encoding pool and additional lease or license payments or surcharges under the Transmission Facilities Lease.

(c) Requirements of and Limits on Sub-Sharing Agreements. Each party shall ensure that any Sub-Sharing Agreement shall contain (i) the Sub-Sharee’s acknowledgement and agreement to comply with all provisions of this Agreement, (ii) the Sub-Sharee’s indemnification of each of Sharer and Sharee for any content transmitted on the Shared Channel by the Sub-Sharee and (iii) a covenant that the Sub-Sharee shall at all times maintain sufficient insurance coverages in normal and customary amounts, in accordance with Section 3.2(i) of this Agreement. Under no circumstances shall any Sub-Sharing Agreement provide a Sub-Sharee with access to the Transmission Facilities. A Sub-Sharee shall not have the right to enter into an additional sharing agreement with respect to the

spectrum capacity allocated to that Sub-Sharee pursuant to its Sub-Sharing Agreement. No Sub-Sharing Agreement shall interfere with, degrade or otherwise adversely affect (i) the broadcast transmissions or operations of either party hereto or (ii) the Transmission Facilities or the Shared Channel. No Sub-Sharing Agreement by either party to this Agreement shall require the other party to make any capital expenditure or incur any operating cost not otherwise provided for under this Agreement.

2.6. FCC Licenses.

(a) Authorizations. Each party shall maintain (and shall require any of its respective Sub-Sharees to maintain) all main station FCC and any other material governmental licenses, approvals and authorizations necessary for its operations on its respective Station in full force and effect during the Term (or during the term of a Sub-Sharing Agreement, as applicable).

(b) Compliance with Law. Each party shall comply (and shall require any of its respective Sub-Sharees to comply) with this Agreement and all applicable law, including the Communications Laws, with respect to its ownership and operation of its Station and its use of the Shared Channel. Each party shall be solely responsible for all content it transmits or provides for transmission on the Shared Channel, and neither party shall have any responsibility for the content transmitted or provided for transmission by the other party or Sub-Sharees to the other party's Sub-Sharing Agreements. The obligations of the parties under this Agreement are subject to the Communications Laws and all other applicable laws. In addition, Sharer and Sharee shall comply (and shall require their respective Sub-Sharees to comply) with all laws and leases, licenses or similar agreements applicable to the Transmission Facilities.

(c) Control. Consistent with the Communications Laws, each party shall (and shall require its respective Sub-Sharees to) control, supervise and direct the day-to-day operation of its own Station or station (including that Station's or third-party licensee's station's employees, programming and finances), and nothing in this Agreement affects any such respective obligations. Neither party (nor any Sub-Sharee) shall hold itself out as the licensee of the other party's Station or station using the Shared Channel, and nothing in this Agreement shall give either party (nor any Sub-Sharee) an ownership interest in the other party's Station or to a third-party licensee's station. Neither party (nor any Sub-Sharee) shall use the call letters of the other party's Station or a third-party licensee's station in a false or misleading manner, in a manner suggesting common ownership, control or association, or in a manner reasonably likely to cause confusion as to the identification or ownership of the other party's Station.

(d) FCC Fees. Each party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its Station using the Shared Channel, and shall require any third-party licensee to a Sub-Sharing Agreement to make timely payments of all fees to the FCC with respect to such Sub-Sharee's station's use of the Shared Channel. The parties hereto shall split any joint fees, if any, assessed by the FCC on the Shared Channel, based on the Capacity Allocation for each party. For purposes of clarity, joint fees shall include only those fees directly imposed on the Shared Channel, and shall not include any fees assessed by the FCC against either party or party's Station on a separate and individual basis. If Sharer pays Sharee's portion of the joint fees imposed on the Shared Channel, Sharee shall reimburse Sharer within thirty (30) days after invoice for its portion of the joint fees, calculated in accordance with the Capacity Allocation for each party, imposed on the Shared Channel.

(e) Cooperation. Each party shall cooperate with one another in good faith as to any reasonable requests made by the other party with respect to operation of the Shared Channel or the Transmission Facilities. Neither party shall take any action or fail to take any action, and shall require that any Sub-Sharee does not take or fail to take any action, the result of which interferes with or is reasonably likely to interfere with the other party's use of capacity on the Shared Channel or the Transmission Facilities.

2.7. Carriage Rights. Each party (and any Sub-Sharee) shall be solely responsible for exercising must-carry and retransmission consent rights for its own station. Neither Sharer nor Sharee nor any Sub-Sharee shall have any use, claim, or benefit of, or derive any carriage rights under or have any obligation under any carriage agreement of the other party hereto or any Sub-Sharee. 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, it shall within five (5) business days of receipt notify the other party hereto and provide a copy of such petition.

### **ARTICLE 3 POST-AUCTION OPERATIONS**

Unless otherwise specified, the terms of this Article 3 shall be effective only from and after the date (if any) that Sharee's participation in the Incentive Auction is Successful.

#### 3.1. Channel Sharing Applications.

(a) Channel Sharing Application. Within ten (10) business days following receipt by the Escrow Agent or the Qualified Intermediary of the Auction Proceeds, Sharee shall prepare and file with the FCC a minor-change application for a construction permit authorizing the Sharee's Station to operate from Sharer's Station's facilities. Following grant of the Sharee's Station minor-change application, the parties shall each expeditiously prepare license applications to effect a move of Sharee's Station to the Shared Channel. The license applications shall be timely filed with the FCC on a date mutually agreed upon by the parties, subject to any applicable FCC deadlines and extensions set forth in the Channel Sharing Rules (such filing date, the "**Commencement Date**"). Each party will provide to the other party a copy of such application at least five (5) business days prior to filing such application at the FCC. Each party shall bear its own expenses with respect to the preparation and filing of the FCC application(s) required for its respective Station to implement this Agreement. Upon the Commencement Date, the parties shall commence channel sharing in accordance with the terms of this Agreement. At such time, Sharee's Station shall terminate operations on its pre-Incentive Auction channel, and it shall commence shared operations on the Shared Channel.

(b) New Operating Channel. In the event that Sharer's Station is assigned a new operating channel in the repacking of television broadcast stations following the Incentive Auction, then Sharer and Sharee 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 newly-assigned Shared Channel. Each party will provide to the other party a copy of such application at least five (5) business days prior to filing such application at the FCC.

(c) Other FCC Applications. From and after the Commencement Date, except as required or permitted 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, which consent shall not be unreasonably withheld. If necessary, the parties shall confer in good faith to modify this

Agreement and the Shared Operating Plan (as defined in Section 3.4(a)) to reflect any technical modifications that may be required to effect the repacking of Sharer's Station, with the understanding that such modifications shall be limited to technical matters and shall not affect the parties' financial arrangement hereunder. No Sub-Sharee may make any filing with the FCC to modify the Shared Channel.

3.2. Transmission Facilities.

(a) Operations; Access to Transmission Facilities. The obligations set forth in this Section 3.2(a) shall be effective from and after the Commencement Date. Sharer shall (i) operate the Transmission Facilities in compliance with applicable law in all material respects; and (ii) make timely utility payments for the Shared Equipment. Sharer and Sharee shall maintain the insurance specified in Section 3.2(i) and any insurance required to be maintained pursuant to the Transmission Facilities Lease. Subject to the terms and conditions of the Transmission Facilities Lease, upon reasonable notice, Sharer shall undertake commercially reasonable efforts to provide Sharee's designated technical/engineering employees with reasonable access to the Transmission Facilities in accordance with the access afforded under the Transmission Facilities Lease (as defined in Section 4.2), including, where available and permitted under the Transmission Facilities Lease, a right to ensure ongoing broadcast operations in the ordinary course consistent with past practice (as applicable), *provided* that Sharee shall refrain from taking any action that shall disrupt or impair Sharer's use or any other party's use of the Transmission Facilities, or violate the terms of the Transmission Facilities Lease. Sharee's employees shall exercise due care when accessing the Transmission Facilities or the Transmitter Site, as applicable, and comply with all applicable laws, rules and regulations, and shall follow all requirements of the Transmission Facilities Lease and all workplace safety and security procedures required by landlord under the Transmission Facilities Lease, required by and provided to Sharee by Sharer. For clarity, no Sub-Sharee shall have any right of access to the Transmission Facilities. As between Sharer and Sharee, only Sharer may permit to exist any lien, claim, or encumbrance on the Transmission Facilities (other than equipment owned exclusively by Sharee). Except as provided in Section 3.7, neither party nor any Sub-Sharee may make material alterations to the Transmission Facilities, or interfere with the business and operation of the other party's Station or another's use of such facilities in compliance with this Agreement. Except as provided in Section 2.5, each party may use the Transmission Facilities only for the operation of its Station in the ordinary course of business and in accordance with the Transmission Facilities Lease, and for no other purpose. Each party shall (and shall require any Sub-Sharee to) comply in all material respects with all federal, state and local laws applicable to its technical operations from the Transmission Facilities and with all applicable terms and conditions of the Transmission Facilities Lease.

(b) Shared Equipment. A list of all material items of Shared Equipment and a description of each party's financial obligations with respect to such Shared Equipment (if any), and any relevant notice provisions as of the Effective Date is attached hereto as *Schedule 3.2(b)*.

(c) Initial Capital Expenditures; Transmitter Modifications. The parties shall work together cooperatively and in good faith to identify any equipment purchases, equipment upgrades or other capital expenditures necessary for the parties to perform their respective obligations beginning on the Commencement Date, in order to (i) accommodate the insertion of multiple program streams on the Shared Channel and (ii) implement facilities on any new channel assigned by the FCC to the Shared Channel in any TV band repacking following the Incentive Auction. The allocation of the aggregate amount of any such expenditures between the parties shall be in the same proportion to the Capacity Allocation, with the understanding that, for convenience, Sharer shall procure such equipment to the

extent reasonably feasible and invoice Sharee within thirty (30) days of such procurement for reimbursement of its share of such costs to be paid within thirty (30) days following receipt of such invoice. Sharer shall hold title to any such newly-acquired channel sharing equipment during the Term, subject to equitable allocation thereof (including any proceeds from sales) between the parties upon termination or expiration of this Agreement.

(d) Technical Failures. From and after the Commencement Date, in the event that the Transmission Facilities suffer an unexpected failure, such that the Sharee's Station must temporarily cease broadcasting or operate at reduced power levels, Sharer shall promptly notify Sharee and use commercially reasonable efforts, consistent with past practices, to repair the Transmission Facilities to return the Sharee's Station, as quickly as practicable, to operations at its full authorized power subject to any restrictions contained in the Transmission Facilities Lease.

(e) Exclusive Equipment. From and after the Commencement Date, each party shall maintain, repair and replace any equipment owned solely by that party (or its subsidiary or affiliate) located at the Transmitter Site or any other Transmission Facilities in accordance with Good Engineering Practices. Title to all such equipment solely owned by Sharer or Sharee shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment; provided that Sharer may access and operate Sharee's dedicated equipment as needed in the event of an emergency or as otherwise provided in this Agreement. Sharee shall be solely responsible for all costs associated with terminating its current transmitter site lease(s), relocating any of its own equipment to the Transmitter Site, and the relay of its signal to the Transmitter Site for insertion into the Shared Channel.

(f) Contractors. All contractors and subcontractors of Sharer or Sharee who perform any service for that party at the Transmitter Site or any other Transmission Facilities shall: meet any requirements imposed by the Transmission Facilities Lease or the owner or lessor of the Transmitter Site, hold licenses or governmental authorizations appropriate to and necessary for the work being performed, and carry insurance in reasonable amounts issued by companies licensed in the state where the Transmitter Site or such other Transmission Facility is located.

(g) Hazardous Materials. Each party shall (and shall require any Sub-Sharee to): (i) comply in all material respects with all environmental laws applicable to its operations from the Transmitter Site and any other Transmission Facilities and all environmental requirements contained in the Transmission Facilities Lease, (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.

(h) Termination. Upon any termination of this Agreement following the Commencement Date, Sharee (and any Sub-Sharee) shall vacate the Transmitter Site and any other Transmission Facilities, remove all of its assets and employees (if any) from such site, surrender the Shared Equipment in substantially the same condition existing on the date of commencement of the Term (reasonable wear and tear excepted), and return all keys and other means of entry to Sharer.

(i) Insurance.

(i) Sharer and Sharee shall each comply with, and carry the insurance required by, applicable provisions in the Transmission Facilities Lease.

(ii) From and after the Commencement Date, each of Sharer and Sharee shall maintain or cause to be maintained, at their own expense, insurance of customary coverages and limits in accordance with past practice, including without limitation, sufficient insurance with respect to a party's use of its own equipment and the Shared Equipment, and operations from the Transmitter Site or any other Transmission Facilities, in normal and customary amounts to enable such party to meet its obligations created by this Agreement. Sharer's general liability insurance covering the Transmission Facilities shall include Sharee as an additional insured for the acts and omissions of Sharer. Sharee's property and business interruption insurance covering Sharee's use of the Transmission Facilities shall include voice, data and video service interruption coverage. If Sharee or Sharee's contractor shall install, maintain, repair, modify remove or otherwise work on Sharee's equipment located on or at the Transmitter Site or any other Transmission Facilities, then Sharee's and Sharee's contractor's general liability insurance shall: (A) include Sharer as an additional insured for the acts and omissions of Sharee and Sharee's contractor; (B) if required under the Transmissions Facilities Lease, include the landlord entities, their successors and assigns, as additional insureds for the acts and omissions of Sharee and Sharee's contractor; and (C) provide 30 days' prior written notice of any cancellation or reduction in coverage or limit. Each party shall have the right to periodically review the other party's insurance coverage and propose commercially reasonable modifications thereto.

3.3. Lease Self-Help Rights. Sharer hereby agrees, at Sharee's request, to use commercially reasonable efforts to assist Sharee in any efforts to be added to the Transmission Facilities Lease, and to provide or assist Sharee in obtaining from the lessor/licensor of the Transmission Facilities Lease, (i) the Lease Self-Help Rights described in Section 5.6, (ii) a notification right that would require the lessor of the Transmission Facilities Lease to notify Sharee of any breaches of the Transmission Facilities Lease, and (iii) the recordation rights described in Section 5.7; provided that: (A) Sharee shall be solely responsible for the incremental costs of obtaining such Lease Self-Help Rights, (B) "commercially reasonable efforts" for purposes of this Section shall not require the expenditure of money by Sharer, and (C) the failure by Sharee to obtain same after having made commercially reasonable efforts shall not be deemed a breach by Sharer of this Agreement. For clarity, increases in lease or license fees resulting from Sharee's obtaining the self-help rights described herein that exceed the then-current Sharer base rent/license fee for channel sharing by the Stations under the Transmission Facilities Lease.

#### 3.4. 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**"). For clarity, no Sub-Sharee shall have any rights of review or input on the Shared Operating Plan. The Shared Operating Plan shall:

(i) Incorporate the Engineering Plan set out in *Schedule 2.1* hereto.

(ii) Reflect technical discussions between the parties as may be required to coordinate the transition of Sharee's Station'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 3.2;

(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.), consistent with this Agreement;

(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 or required by the FCC.

The parties shall agree upon a Shared Operating Plan as promptly as practicable, but in no event later than thirty (30) days following delivery of the Channel Sharing Notice. The parties acknowledge that Univision also has certain obligations to consult with Entravision pursuant to the Joint Sales Agreement.

(b) Review of Shared Operating Plan. The parties shall meet and confer periodically during the Term to review and revise the Shared Operating Plan, as further described below in Section 3.11.

3.5. Interference. The obligations set forth in this Section 3.5 shall be effective from and after the Commencement Date. Sharer shall be responsible for operating the Transmission Facilities in accordance with the Communications Laws and other applicable laws. Neither party shall modify their respective operations in any manner that could reasonably be expected to interfere with, or otherwise impair, the other party's broadcast operations or the video quality of end-user viewers in such a way that would be perceptible to the average viewer. Each party shall use commercially reasonable efforts to avoid interference between their respective operations and to promptly resolve any interference that arises in connection with such operation. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and the party so notified shall take all commercially reasonable steps to correct such interference in all material respects within two (2) business days. Each party acknowledges and agrees that there are extensive interference provisions in the Transmission Facilities Lease, and agrees to be bound thereby. In the event of a conflict pertaining to interference between this Agreement and the Transmission Facilities Lease with respect to interference provisions, the provisions of the Transmission Facilities Lease shall override the conflicting provisions contained herein.

3.6. Maintenance and Repair. From and after the Commencement Date:

(a) Subject to receipt of the payments specified in Section 2.6(d) and Section 3.9, and subject to the provisions of the Transmission Facilities Lease, Sharer shall use commercially reasonable efforts to maintain the Shared Equipment and to ensure that such equipment operates consistent with past practice and, in all events, within the technical parameters required of the Stations' FCC licenses, with any costs and expenses incurred in connection with such obligation being allocated based in proportion to each party's Capacity Allocation on the Shared Channel. In the event it is necessary for Sharer or Sharee to reduce, limit or temporarily cease use of the Shared Channel, the Shared Equipment or its own equipment located at the Transmitter Site or any other Transmission Facilities so that the other party may install, maintain, repair, remove or otherwise work upon its

broadcast equipment or the Shared Equipment at the Transmitter Site or any other Transmission Facilities, the parties shall cooperate in a commercially reasonable manner, with all work to be coordinated in accordance with the Transmission Facilities Lease (as applicable). If necessary, the non-requesting party 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 Transmission Facilities, provided that the requesting party takes all reasonable steps to minimize the amount of time the non-requesting party 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 time convenient to the non-requesting party. Sharer shall have the right to temporarily suspend service at the Transmission Facilities if necessary for maintenance or safety reasons and shall provide Sharee with advance notice to the extent reasonably feasible. Except as may be required in the event of an emergency, neither party shall have the right to temporarily reduce or suspend the broadcast service of the other party without the prior consent of such other party (which consent shall not be unreasonably withheld or delayed) if such temporary reduction or suspension requires prior approval of the FCC. Except as provided in Section 3.2(a) and 3.2(f), Sharee shall not move, damage or interfere with the Transmission Facilities.

(b) Without limiting its general access and self-help rights set forth in Sections 3.2(a), 5.6 and 5.7, but subject to the terms of the Transmission Facilities Lease, in the event of a material breach by Sharer of its obligations in respect of the Shared Facilities, and failure to cure upon reasonable notice thereof by Sharee, Sharee shall have the right to undertake itself any necessary maintenance or repairs, subject to reimbursement of its reasonable and documented out-of-pocket expenses by Sharer in proportion to Sharee's Capacity Allocation on the Shared Channel; provided that such maintenance or repair shall be undertaken by appropriately experienced individuals and in a manner consistent with Good Engineering Practices, and permitted by the underlying Transmission Facilities Lease or the lessor thereunder. No Sub-Sharee shall have any rights under this Section 3.6.

### 3.7. Alterations to Transmission Facilities.

(a) The parties shall discuss 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. For clarity, no Sub-Sharee shall have any rights under this Section 3.7. The parties acknowledge that Univision also has certain obligations to consult with Entravision pursuant to the Joint Sales Agreement.

(b) If both parties agree to make an investment to upgrade or replace the Transmission Facilities, the installation costs shall be allocated in proportion to each party's Capacity Allocation on the Shared Channel (unless otherwise agreed by the parties at such time), and the parties shall reasonably cooperate as needed to permit the prompt installation of any necessary equipment.

(c) Except as provided in Section 2.4, in the event one party wishes to make an investment to upgrade or replace the Transmission Facilities, 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 does not (A) interfere with the Transmission Facilities or other operations of Sharer's Station or Sharee's Station or any other party's operations or station that is distributed over the Shared Channel pursuant to a Sub-Sharing Agreement which complies with this

Agreement, or (B) materially degrade the signal of such a Station or a Sub-Sharee's station; (ii) the ongoing maintenance and repair of such equipment does not place an undue or disproportionate burden on either 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 Facilities Lease or otherwise approved by the lessor thereunder. To the extent technically feasible, only the investing party will get the benefit of any installations under this Section 3.7(c) (e.g., if the investing party installs a Distributed Transmission System or translator/booster facility solely paid for by the investing party, to the extent technically feasible, only the investing party will get the benefit of the extended coverage area).

(d) Intentionally Omitted.

(e) For the avoidance of doubt, any alteration of the Transmission Facilities that could materially reduce or otherwise adversely affect a Station's 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 both Sharer and Sharee.

3.8. 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.

3.9. Payment Terms.

(a) Relocation and Repacking Costs. Sharer will seek reimbursement from the TV Broadcaster Relocation Fund for the costs it reasonably incurs, if any, in relocating operations from the Shared Channel to a new channel as a result of the FCC's repacking process following the Incentive Auction. Sharee shall reimburse Sharer, within thirty (30) days of receipt of an invoice, in proportion to Sharee's Capacity Allocation on the Shared Channel (expressed as a percentage of the total capacity of the licensed spectrum of the Shared Channel in Mbps) for any amounts that are (i) incurred by Sharer in relocating to a new shared channel that are required and solely associated with the transmission portion of station broadcast expenses and (ii) not reimbursed by the TV Broadcaster Relocation Fund. Any costs incurred by Sharee associated with the move to the Transmission Facilities and the installation or modification of any dedicated Sharee equipment (including exciters, direct fiber feeds to MVPDs, labor, etc.) in connection with the repacking of the Shared Channel will be borne solely by Sharee.

(b) Ongoing Shared Costs. From and after the Commencement Date, in reimbursement for the shared ongoing operating expenses incurred by Sharer under this Agreement, Sharee shall pay to Sharer an operating fee equal to the product of (i) the Capacity Allocation of Sharee (expressed as a percentage of the total capacity of the licensed spectrum of the Shared Channel in Mbps) multiplied by (ii) the total operating expenses incurred by Sharer in the ordinary course of business in Sharer's sole discretion as may be appropriate to operate and maintain the Transmission Facilities (the "**Shared Costs**"), provided that (x) the Shared Costs shall include, but shall not be limited to the categories of expenses set forth in *Schedule 3.9(b)* and (y) the parties shall meet and confer periodically during the Term to review and revise the Shared Cost categories as may be desirable or necessary, pursuant to the provisions set forth in Section 3.11. For clarity, except as provided in Section 3.3, any lease or license fees for channel sharing by the Stations under the

Transmission Facilities Lease shall be treated as Shared Costs hereunder. Sharee shall reimburse Sharer within thirty (30) business days after invoice for Sharee's share of the Shared Costs as calculated in this Section 3.9. Sharee shall be solely responsible for all costs associated with the delivery of its signal in a mutually agreeable format, to the Transmission Facilities (or such other location determined by Sharer), where such signal will be encoded and sent for transmission. Capital expenditures to support alterations or upgrades to the Transmission Facilities will be allocated pursuant to Section 3.7, except as provided in Section 2.4.

(c) Non-Ordinary Capital Costs. In the event of a non-ordinary course event, such as a natural disaster, act of terrorism or other event of force majeure, that results in the physical harm to or destruction of the Transmission Facilities (including towers, transmitters and other physical structures and equipment) (a "**Non-Ordinary Course Event**"), Sharer and Sharee shall share the costs of restoring and reactivating the Transmission Facilities to the condition the Transmission Facilities were in prior to the Non-Ordinary Course Event, except to the extent such costs are covered by insurance or as otherwise mutually agreed by Sharee and Sharer in writing. Sharee shall reimburse Sharer within thirty (30) days after invoice for a percentage equal to its Capacity Allocation of the costs reasonably incurred by Sharer as a result of a Non-Ordinary Course Event that affect Transmission Facilities that are not owned by Sharer, including (i) costs associated with repairs to the Transmission Facilities that are not covered by insurance, and (ii) new equipment procurement and installation costs that are not covered by insurance (such costs, "**Non-Ordinary Capital Costs**"). Sharer and Sharee shall discuss in good faith how to allocate Non-Ordinary Capital Costs reasonably incurred by Sharer as a result of a Non-Ordinary Course Event that affects Transmission Facilities that are owned by Sharer.

(d) Sole Costs. Except as otherwise provided herein, each of Sharer and Sharee shall be solely responsible for: (i) its own insurance costs for the Transmission Facilities, (ii) its own costs for any necessary microwave or other link between its Station's studio site and the Transmitter Site, (iii) any capital expenses related solely to its own Station's use of the Shared Channel, (iv) all expenses related to any equipment solely owned by it and located at the Transmitter Site, and (v) all of its own expenses not directly related to the Transmission Facilities.

(e) Tax Matters. The parties shall cooperate with each other and work together in good faith to minimize the overall taxes due with respect to the transactions described in this Agreement consistent with applicable laws and regulations to enable the transfer of Auction Proceeds in exchange for the Shared Channel to qualify as either (A) a part of a Section 1031 exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**") or (B) for Sharee, as an involuntary exchange under Code Section 1033, each as set out in Section 1.4 hereto. 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. The parties further acknowledge and agree to treat any sharing of costs related to the transactions contemplated herein as cost sharing, and not as creating a partnership among the parties for U.S. federal income tax purposes.

### 3.10. Regulatory Obligations.

(a) Individual Regulatory Obligations. Each party shall use commercially reasonable efforts to ensure ongoing operations of its own Station, as applicable, consistent with past practice and in a manner compliant with the Communications Laws. Such commercially reasonable efforts shall include, at minimum, periodic coordination to minimize any necessary disruptions to operations that may affect both Stations, provided that neither party shall have any coordination

obligations with respect to the operations of any Sub-Sharee. Each party and any Sub-Sharee shall be solely responsible for compliance with provisions of the Communications Laws pertaining to their respective programming, personnel, finances and regulatory reporting obligations.

(b) Shared Regulatory Obligations. With respect to any matters that could expose both parties to liability for FCC enforcement actions, the party with operational responsibility over a given matter shall be liable for compliance with the Communications Laws applicable to such matter, provided that the other party, or the other party's Sub-Sharee, or the lessor or licensor under a tower lease was not the direct cause of any such non-compliance.

3.11. Review and Consultation for Operational Matters. In order to address ongoing operational, technical or engineering issues that may arise in the course of channel sharing (such as spectrum allocation, improvements to the Transmission Facilities, etc.), each party shall identify a representative with sufficient authority and technical experience to address such issues independently or otherwise expeditiously (the "**Principal Liaisons**"). The Principal Liaisons shall meet as frequently as either party may reasonably request (but no less frequently than once every year), upon appropriate notice, to address technological, logistical or marketplace changes that may affect the Transmission Facilities and to generally facilitate cooperation with respect to channel sharing. In addition, the Principal Liaisons shall meet at agreed upon intervals (but no less frequently than once every year) to review the technical parameters of this Agreement, the Shared Operating Plan and the Engineering Plan and to make any adjustments to such technical parameters that the Principal Liaisons deem necessary or advisable in light of technological, marketplace or regulatory changes. Meetings of the Principal Liaisons may include such other employees or designees of a party as may be necessary or desirable.

3.12 Entravision Joint Sales Agreement. The parties acknowledge that Sharer is subject to the Joint Sales Agreement with Entravision, pursuant to which Entravision sells local time on the primary program stream of Sharee's Station, provides certain operational support, reimburses Sharer for certain operational expenses related to broadcasting its primary programming stream, and provides Sharer with office and studio space. Sharer has provided Sharee with a true and correct copy of the Joint Sales Agreement. Pursuant to the Joint Sales Agreement, Entravision has no authority with respect to the Sharer Station's operations, but Univision is required to consult with Entravision on certain expenditures. In the event that the Entravision studio space is unavailable for encoding of the Station's signals, Sharer will install equipment necessary for encoding at its transmitter site. Entravision shall not be deemed a party or third party beneficiary to this Agreement.

## **ARTICLE 4 ALLOCATION OF RISK**

4.1. Representations and Warranties of Each Party. Each party hereto represents and warrants to the other party hereto as of the Effective Date, as follows: (a) it is a corporation or limited liability company duly organized and validly existing under the laws of its place of organization; (b) it has full power and authority and has taken all corporate action necessary to enter into and perform this Agreement and to consummate the transactions contemplated hereby; (c) the execution, delivery and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, any other material agreement or arrangement, whether written or oral, by which it is bound (subject to obtaining any required approvals under the Transmission Facilities Lease); (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; (e) it has obtained all material FCC and any other governmental licenses, approvals and authorizations

necessary for its operations on its Station and (f) its ownership and operation of its Station complies with the Communications Laws and other applicable laws in all material respects.

4.2. Additional Representations and Warranties Regarding Transmission Facility. In addition to the foregoing, Sharer represents and warrants to Sharee, as of the Effective Date, as follows:

(a) It holds a lease for the Transmission Facilities (the “**Transmission Facilities Lease**”) and consistent with provisions of the Transmission Facilities Lease, has provided or will provide prior to the Commencement Date, Sharee with a complete and correct copy of that lease, including any amendments thereto upon Sharee’s execution of an NDA with the lessor thereto, and (i) the Transmission Facilities Lease constitutes the legal, valid and binding obligation of Sharer, enforceable against Sharer in accordance with its terms and, to the knowledge of Sharer, (ii) such Transmission Facilities Lease constitutes the legal, valid and binding obligations of the other party thereto, enforceable against such other party in accordance with its terms; and (iii) there is not under the Transmission Facilities Lease any existing default or event of default or event which, with notice or lapse of time or both, would constitute an event of default by Sharer or, to the knowledge of Sharer, by any other party thereto.

(b) It has disclosed or will disclose to Sharee prior to the Commencement Date, all mortgages, pledges, liens, and security interests, conditional sale agreements, leasehold interests, easements, rights-of-way, title defects or other encumbrances of any kind (whether absolute, accrued, contingent or otherwise) that encumber Sharer’s interest in the Transmission Facilities;

(c) To the best of its knowledge, the Transmission Facilities conform in all material respects to all applicable statutes, ordinances and regulations relating to their construction, use and operation;

(d) To the best of its knowledge, there are no notices or claims made by governmental authorities or any other person or entity of any violations of any applicable statute, ordinance or regulation relating to any buildings, real property, personal property or fixtures that are included in the Transmission Facilities, or relating to the operations of Sharer conducted therein and the Transmission Facilities are not subject to eminent domain, condemnation or similar proceedings;

4.3. Additional Consents. Sharer shall make commercially reasonable best efforts to obtain and provide to Sharee prior to the Commencement Date, all necessary consents under the Transmission Facilities Lease and any other agreement to which Sharer is a party that is required for Sharee’s Station to utilize the Transmission Facilities and operate on the Shared Channel as contemplated herein.

4.4. Additional Representations and Warranties of Sharee. In addition to the foregoing, Sharee represents and warrants to Sharer, as of the Effective Date, as follows:

(a) Sharee’s Station is not subject to a non-final revocation order from the FCC;

(b) The FCC station license for Sharee’s Station has not expired or been cancelled and is not subject to a non-final cancellation order from the FCC;

(c) Sharee does not owe any outstanding payments or have any other payment obligations to the FCC or the U.S. Government that could result in any offset, holdback or other deduction of Auction Proceeds;

(d) Sharee is not an “excluded entity” for purposes of the General Services Administration’s (“GSA’s”) System for Award Management (“SAM”) Exclusion Records;

(e) Sharee has not received a notification of delinquent non-tax debts to the U.S. Government or certain state governments, which such debts would subject the Auction Proceeds to garnishment under the Treasury Offset Program;

(f) Sharee is not an “**Embargoed Person**” identified on the Specially Designated Nationals and Blocked Persons List or Consolidated Sanctions List maintained by the Office of Foreign Assets Control, United States Department of the Treasury (“OFAC”) and/or on any other similar list maintained by OFAC; and

(g) To Sharee’s knowledge, Sharee does not appear on the U.S. Treasury’s “Do Not Pay” portal, other than as a registered government contractor in accordance with the Federal Acquisitions Regulation on the GSA’s SAM Entity Registration Records.

#### 4.5. Indemnification.

(a) General Indemnification. Each of Sharer and Sharee shall indemnify, defend and hold the other party to this Agreement harmless from and against any and all loss, liability, damages, claims, causes of action, demands and obligations of any kind or nature whatsoever, cost and expense, including reasonable attorneys’ fees (collectively, “**Losses**”), arising from or relating to: (i) any breach of or default under any representation, warranty, covenant or other term of this Agreement by the indemnifying party; (ii) any violation of applicable law or regulation by the indemnifying party; (iii) any claim by a third party (a “**Third Party Claim**”) for libel, slander, infringement of copyright or other intellectual property rights or invasion of privacy related to the programming of the indemnifying party, its business or operations or its acts or omissions (including its use of the Transmission Facilities or its use of the Shared Channel) and (iv) its Sub-Sharing Agreement with third parties and any Third Party Claims arising thereunder, as applicable. For the avoidance of doubt, (A) Sharer shall not be obligated to indemnify Sharee for Losses arising from claims by counterparties to Sharer’s Sub-Sharing Agreements to the extent such claims arise from the acts or omissions of Sharee; and (B) Sharee shall not be obligated to indemnify Sharer for Losses arising from claims by counterparties to Sharee’s Sub-Sharing Agreements to the extent such claims arise from the acts or omissions of Sharer.

(b) Specific Indemnification. Without limiting the terms of Section 4.5(a), Sharee shall indemnify, defend and hold Sharer harmless from and against any and all Losses arising from any Third Party Claim relating to the termination by Sharee of its current transmitter site lease(s). Sharer shall indemnify, defend and hold Sharee harmless from and against any and all Losses arising from any Third Party Claim relating to Sharer’s operation or ownership of the Transmission Facilities, including Sharer’s obligations under any leases for any portion of the Transmission Facilities, including the Transmission Facilities Lease.

(c) Lease Indemnification. Without limiting the terms of Section 4.5(a) or 4.5(b), each party shall comply (and shall require any of its respective Sub-Sharees to comply) with the terms and provisions of the Transmission Facilities Lease and shall not do anything in violation thereof, and

each agrees to indemnify and hold harmless the other party from and against any and all Losses arising under the Transmission Facilities Lease as a result of such party's actions or in actions or failure to comply with the terms and provisions thereof (including the indemnity provisions contained therein) as if each party were the sole tenant thereunder.

(d) Programming Indemnification. Without limiting the terms of Section 4.5(a), Section 4.5(b) or Section 4.5(c), each party shall indemnify, defend and hold the other party to this Agreement harmless from and against any and all Losses arising from or relating to the operation of its Station or the operations of any Sub-Sharee's station pursuant to its respective Sub-Sharing Agreements using the Shared Channel and the programming or advertising broadcast on such Station or such Sub-Sharee's 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, the Communications Laws or other applicable law.

(e) Indemnification Procedures.

(i) The party seeking indemnification hereunder (the **"Indemnified Party"**) shall deliver to the other party (the **"Indemnifying Party"**) as promptly as practicable a written notice (a **"Claim Notice"**), which Claim Notice shall describe the claim by a third party with respect to which the other party is obligated to provide indemnification under this Agreement (the **"Third Party Claim"**) in reasonable detail. The failure to provide such Claim Notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure or is otherwise materially prejudiced thereby.

(ii) The Indemnifying Party shall have the right to participate in or, by giving written notice to the Indemnified Party within thirty (30) days after its receipt of a Claim Notice, to assume the defense of, the Claim described in such Claim Notice at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; provided, that in the event that the Indemnifying Party assumes the defense of any Claim, then (A) subject to Section 4.5(f) hereof, the Indemnifying Party shall have the right to take such action as it deems necessary to avoid, dispute, defend or appeal such Claim in the name and on behalf of the Indemnified Party and (B) the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Claim with counsel selected by it as provided in Section 4.5(f)(ii). The assumption of the defense of a Claim by the Indemnifying Party shall not be construed as an acknowledgment that the Indemnifying Party is liable to indemnify any Indemnified Party in respect of the Claim.

(iii) Notwithstanding anything to the contrary contained in this Agreement, the Indemnifying Party shall not be entitled to assume control of the defense of a Claim, and shall pay the fees and expenses of counsel retained by the Indemnified Party, if: (A) such Claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (B) such Claim seeks an injunction or equitable relief against the Indemnified Party, (C) the named parties to such Claim (including any impleaded parties) include both the Indemnified Party and the Indemnifying Party and such Indemnified Party has been advised in writing by such counsel that there is one or more legal defenses available to the Indemnified Party which are not available to the Indemnifying Party, or are available to the Indemnifying Party but the assertion of which would be adverse to the interests of the Indemnified Party or (D) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to

prosecute or defend such Claim. Each party hereto shall cooperate with each other in all commercially reasonable respects in connection with the defense of any Claim, including making available records relating to such Claim.

(f) Settlement of Claims.

(i) Any Indemnified Party shall have the right to employ separate counsel and to participate in the defense of any Claim, but the fees and expenses of such counsel shall not be at the expense of the Indemnifying Party unless (A) the Indemnifying Party shall have failed, or is not entitled, to assume the defense of such Claim in accordance with Section 4.5(e) hereof, (B) the employment of such counsel has been specifically authorized in writing by the Indemnifying Party or (C) the named parties to any such action (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party and such Indemnified Party shall have been advised in writing by such counsel that there is one (1) or more legal defenses available to the Indemnified Party which are not available to the Indemnifying Party, or are available to the Indemnifying Party but the assertion of which would be adverse to the interests of the Indemnified Party. So long as the Indemnifying Party is reasonably contesting any such Claim in good faith, the Indemnified Party shall not pay or settle any such Claim. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such Claim; provided that in such event it shall waive any right to indemnity therefor by the Indemnifying Party for such Claim unless the Indemnifying Party shall have consented to such payment or settlement.

(ii) If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days after the receipt of a Claim Notice with respect to a Claim hereunder that it elects to undertake the defense thereof, or if the Indemnified Party assumes the defense of such Claim pursuant to Section 4.5(e) hereof, the Indemnified Party shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal, contest, settle or compromise the Claim, at the cost and expense of the Indemnifying Party; provided, that the Indemnified Party shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(iii) Notwithstanding any other provision hereof, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, enter into any settlement of a Claim that does not include as an unconditional term thereof the giving by the person or entity asserting such Claim to all Indemnified Parties of an unconditional release from all liability with respect to such Claim.

(g) The parties' obligations under this Section 4.5 shall survive any termination or expiration of this Agreement.

(h) The parties acknowledge and agree that Sharer also holds certain indemnification rights and responsibilities pursuant to the Joint Sales Agreement, a copy of which has been provided to Sharee.

4.6. LIMITATIONS OF 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. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 4.6 SHALL NOT APPLY TO PERSONAL INJURY, INCLUDING DEATH, AND DAMAGES TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR ANY LIABILITIES ARISING UNDER THE TRANSMISSION FACILITIES LEASE. THIS SECTION 4.6 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

4.7. Specific Performance. The parties acknowledge that irreparable harm may occur in the event of any material breach of this Agreement, and that each shall be entitled to seek injunctive relief to specifically enforce the terms of this Agreement, without the need to prove actual damages and without posting any bond as a condition for obtaining any such relief, in addition to any other remedy to which it may be entitled in equity or at law.

## **ARTICLE 5 TERMINATION AND OTHER REMEDIES**

5.1. Termination. This Agreement shall be subject to the following termination rights:

(a) No Successful Bid. This Agreement shall automatically terminate if the bid made by Sharee with respect to Sharee's Station is not Successful, which such termination shall become effective upon the earlier of (i) notice from Sharee pursuant to *Schedule 1.3(a)* that the bidding price has dropped below the Reserve Price or (ii) the Results Public Notice.

(b) Withdrawal from Incentive Auction. This Agreement will automatically terminate if (i) the FCC's offered price for Sharee's Station falls below the Reserve Price during any round of the Incentive Auction and (ii) Sharee elects not to accept any subsequent bids and to withdraw from the Incentive Auction, as set forth in *Schedule 1.3(a)*, which such termination shall be effective upon the notice contemplated in *Schedule 1.3(a)*.

(c) Modification of Incentive Auction Bid. This Agreement will automatically terminate if the FCC's offered price for Sharee's Station falls below the Reserve Price during any round of the Incentive Auction and Sharee elects to modify its bid option from relinquishment of its spectrum usage rights to a bid to move its UHF channel to either a High-VHF or Low-VHF channel, as set forth in *Schedule 1.3(a)*, which termination shall be effective upon the notice contemplated in *Schedule 1.3(a)*.

(d) FCC Conditions. If the FCC imposes a condition on the approval of this Agreement or modifies its rules or policies relating to channel sharing agreements which (i) has the effect of materially increasing the cost of performance by a party of its obligations under this Agreement, or (ii) that cancels, changes or supersedes any material term or provision of this Agreement (collectively "**Regulatory Condition**"), then the parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent, and purpose of this Agreement and as may be necessary to comply with such Regulatory Condition, while maintaining to the greatest

extent possible the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition. Should the parties not be able to agree on modifications necessary to comply with such Regulatory Condition, then, upon written notice, either party may elect to submit the matter to binding arbitration pursuant to Section 6.3 or 6.4, such that arbitrators shall determine what modifications shall be necessary to comply with the Regulatory Condition and to maintain, to the greatest extent possible, the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition. In the event that the arbitrator(s) shall determine that no modification is possible that would both satisfy the Regulatory Condition and reasonably maintain the benefit of the bargain, either party may terminate this Agreement on no less than thirty (30) days' written notice to the other party.

(e) Breach by Sharee. In the event of a breach of or default under this Agreement by Sharee in any material respect which is not cured within thirty (30) calendar days after a written notice of breach or default (or five (5) business days in the event of a breach or default by Sharee of its payment obligations hereunder), Sharer may take the dispute to binding arbitration, pursuant to Section 6.3 or 6.4, provided that Sharer shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 6.2. Following any such arbitration, if Sharee is found to be in material breach of the Agreement, provided that if such breach involves a dispute over valuation or cost, then the party found in material breach shall have a final opportunity to cure by making payment within five (5) business days following conclusion of the arbitration, Sharer may terminate this Agreement with respect to Sharee by written notice to Sharee, provided that such notice of termination shall not take effect for a period of one hundred and eighty (180) days (the "**Wind-Down Period**") in order for Sharee to make the appropriate filings with the FCC and/or make alternative channel sharing arrangements with a third party. During such Wind-Down Period, provided that Sharee has made and continues to timely make all payments to Sharer required under this Agreement, Sharer shall continue to transmit content provided by Sharee using the Transmission Facilities, provided that Sharer may (i) reduce the spectrum allotted to Sharee under the then-current Engineering Plan and Shared Operating Plan so that Sharee only retains spectrum usage rights adequate to allow it to provide one SD program stream, and (ii) use, lease or otherwise dispose of the spectrum usage rights previously allotted to Sharee under the Engineering Plan and Shared Operating Plan. At the end of the Wind-Down Period, Sharer shall have no further obligations to Sharee, except as provided in Section 5.3. The failure by Sharee to timely fulfill its payment obligations pursuant to this Agreement shall constitute a material breach by Sharee.

(f) Breach by Sharer. In the event of a breach of or default under this Agreement by Sharer in any material respect which is not cured within thirty (30) calendar days after written notice of such breach or default, Sharee may take the dispute to binding arbitration, pursuant to Section 6.3 or 6.4, provided that Sharee shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 6.2. Following any such arbitration, if Sharer is found to be in material breach of the Agreement, Sharee may elect to either (i) terminate this Agreement by written notice to Sharer, provided that such termination shall not take effect for a Wind-Down Period (as defined above), or (ii) if and to the extent permitted by the Transmission Facilities Lease, assume Sharer's obligations hereunder for the operation and maintenance of the Shared Channel utilizing the Transmission Facilities (which shall include transmitting content provided by Sharer on the Shared Channel), subject to the requirements of the Transmission Facilities Lease and to reimbursement by Sharer pursuant to Section 3.6(b).

(g) Loss of License.

(i) Loss of License Prior to the Commencement Date. This Agreement shall terminate automatically if the FCC license to operate either Sharer's Station or Sharee's Station is revoked, relinquished, withdrawn, rescinded, canceled or not renewed (other than in connection with the relinquishment of the license for Sharee's Station due to Successful participation in the Incentive Auction) prior to the Commencement Date, and the FCC order providing for such action is a Final Order (as defined below).

(ii) Loss of License On or After the Commencement Date. On or after the Commencement Date, this Agreement shall terminate automatically if the FCC license of Sharer's Station or Sharee's Station, in each case, on the Shared Channel, is revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed, other than in the event of a sale or transfer to a third party of such FCC license or related assets of such Station, and the FCC order providing for such action is a Final Order. In such event, notwithstanding such termination, the shared spectrum rights shall revert to the other party (subject to FCC approval) and the other party may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status and, to the extent permitted by the Communications Laws and other applicable law, acquire the spectrum usage rights of the party whose license has been revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed. In addition, if the remaining party is Sharee, it shall be entitled to exercise the Equipment Option in Section 5.4 and the Sharer shall cooperate in good faith to assign the Transmission Facilities and Transmission Facilities Lease (or Sharer's rights therein) to Sharee, subject to the provisions of the Transmission Facilities Lease, any requirements imposed by the respective lessor, and satisfaction of any applicable liens, claims and encumbrances.

(iii) For purposes of this Agreement, a "**Final Order**" is defined as an action taken by the FCC, including action duly taken by FCC staff under delegated authority, which (i) has not been reversed, stayed, enjoined, set aside, annulled or suspended; (ii) with respect to which no timely request for stay, petition for rehearing or reconsideration, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and (iii) as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

(h) Bankruptcy. Either party may terminate this Agreement by written notice to the other upon (i) the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) the other party making an assignment for the benefit of creditors or (iii) the other party's dissolution or ceasing to do business.

5.2. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 5.1, this Agreement shall forthwith become null and void and have no effect, and the obligations of the parties under this Agreement shall terminate, except as set forth in Section 5.3. For clarity, upon termination of this Agreement, all Sub-Sharing Agreements shall forthwith become null and void and have no effect. Nothing in this Article 5 shall relieve either party of any liability for a breach of this Agreement prior to the termination hereof. The termination of this Agreement will not relieve the parties of any liability or obligation which accrued hereunder prior to the effective date of such termination, including any payment obligations, nor preclude either party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement nor prejudice either party's right to obtain performance of any obligation.

5.3. Survival. The parties' obligations under Section 4.5, Section 4.6, Section 5.2, this Section 5.3 and Section 7.1 and all provisions related to obligations to pay expenses arising prior to termination or expiration, shall survive any termination or expiration of this Agreement.

5.4. Equipment Option. In the event that a party's broadcast license is revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed, and the FCC order providing for such action is a Final Order, the other party shall have the option (the "**Equipment Option**") to acquire any portion of the Transmission Facilities owned by the terminated licensee (or an affiliate thereof) in consideration for the then-current fair market value, subject to any approvals required by the Transmission Facilities Lease and satisfaction of any applicable liens or other encumbrances. In the event of any such revocation, relinquishment, surrender, withdrawal, rescission, cancellation or non-renewal license by Final Order, the party whose license has terminated (the "**Terminated Licensee**") shall deliver written notice (the "**Equipment Option Notice**") to the other party (the "**Equipment Option Holder**") within five (5) business days thereof. The Equipment Option Holder may elect in its sole discretion to exercise the Equipment Option by delivery of written notice of such exercise (the "**Notice of Exercise of Equipment Option**") to the Terminated Licensee no later than ten (10) business days following delivery of the Equipment Option Notice, which Notice of Exercise of Equipment Option shall include the Equipment Option Holder's reasonable good-faith determination of the then-current fair market value of the portion of the Transmission Facilities owned by the terminated licensee. In the event the parties are not able to reach mutual agreement, acting in good faith, with respect to the fair market value, expert determination pursuant to Section 6.4 shall apply. The parties acknowledge and agree that the Equipment Option may be subject to certain rights held by Entravision under the Joint Sales Agreement.

5.5. Self-Help Rights for Operating Breaches. In the event that Sharer breaches its obligations under Section 2.1 [*Allocation of Channel Capacity*], Section 2.3 [*Commitment to Provide Capacity*], Section 3.2(a) [*Operations/Access to Transmission Facilities*], Section 3.2(d) [*Technical Failures*], or Section 3.5 [*Interference*] of this Agreement in any material respect (an "**Operating Breach**"), and such Operating Breach is not cured within thirty (30) days after Sharee provides written notice of such Operating Breach to Sharer, Sharee may, at its option and without any interference or objection from Sharer, have as a remedy (in addition to the rights and remedies set forth in this Agreement) the right to take such actions in the same manner and to the same extent as Sharer might do in order to cure such Operating Breach ("**Self-Help Rights**"), subject to any applicable law and regulations, including the Communications Laws, and subject to the provisions of the Transmission Facilities Lease. Notwithstanding any other provision herein, Sharee shall not:

(a) Take any action pursuant to this Agreement that would reasonably be expected to constitute or result in the voluntary or involuntary assignment of any FCC license or a voluntary or involuntary change of control (as defined for purposes of the Communications Laws) of any licensee subsidiary;

(b) Subject to the terms and restrictions of the Transmission Facilities Lease, assign, lease, pledge, sell or otherwise transfer any of the Shared Equipment or Sharer's interests in the Transmission Facilities Lease while exercising its Self-Help Rights; and

(c) Subject to the terms and restrictions of the Transmission Facilities Lease, upon Sharer's cure of such Operating Breach, be permitted to continue exercising Self-Help Rights over the Shared Equipment or Sharer's interests in the Transmission Facilities Lease except as permitted under

this Agreement or unless a subsequent Breach occurs that continues uncured for thirty (30) days after written notice to Sharer.

5.6. Self-Help Rights for Breach of Transmission Facilities Lease. In the event that Sharer breaches its obligations under the Transmission Facilities Lease in any material respect, and such breach is not cured pursuant to the applicable provisions of the Transmission Facilities Lease, Sharee may, at its option and without interference or objection from Sharer, have as a remedy the right to (i) subject to the terms and restrictions of the Transmission Facilities Lease, take such actions in the same manner and to the same extent as Sharer might do in order to cure such breach and (ii) subject to the terms and restrictions of the Transmission Facilities Lease, require Sharer to assign the Transmission Facilities Lease to Sharee at any time following such breach, subject to any requirements imposed by the lessor of the Transmission Facilities Lease, the terms and provisions of the Transmission Facilities Lease, and any applicable laws (such rights, the “**Lease Self-Help Rights**”).

5.7. Recordation of Self-Help Rights and Lease Self-Help Rights.

(a) Recordation. Within thirty (30) days after the commencement of channel sharing and provided that the lessor/licensor under the Transmission Facilities Lease has provided its written consent, Second Licensee may cause a memorandum or similar notice of the Self-Help Rights, Lease Self-Help Rights, and the Equipment Option to be recorded in the real property records of the county in which the Tower is located. Second Licensee shall be solely responsible for all costs and expenses (including, without limitation, applicable intangible, mortgage, leasehold transfer and recordation and other taxes) payable or required in connection therewith.

(b) Landlord Consent. Sharer will use its commercially reasonable efforts to assist Sharee in obtaining such consents, waivers or memoranda of lease from the owner of the real property identified in the Transmission Facilities Lease as may be required to perfect the Lease Self-Help Rights in the leasehold estate described in Section 5.6 pursuant to this Agreement; provided that “commercially reasonable efforts” shall not require the expenditure of money by Sharer and further provided that Sharee’s inability or failure to obtain same shall not constitute a breach or default by Sharer hereunder.

## **ARTICLE 6 DISPUTE RESOLUTION**

6.1. 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.

6.2. Tiered Dispute Resolution.

(a) Principal Liaisons; Executive Officer Conference. With respect to any issue, controversy or dispute between the parties, first the Principal Liaisons shall confer in good faith and endeavor to resolve such matter. If the parties are unable to come to an agreement on a given matter through the Principal Liaisons, within fifteen (15) days of the date on which either party delivers written notice of such issue, controversy or dispute to the other party (a “**Dispute Notice**”), the parties’ respective executive officers (or their designees of appropriate seniority) shall meet and confer in good faith in an attempt to resolve the issue.

(b) Special Master Consultation. If such issue, controversy or dispute is not resolved pursuant to Section 6.2(a) within thirty (30) days of the date of a Dispute Notice, the matter may be submitted by mutual agreement to an independent third party with substantial experience and expertise in the business and operation of television broadcast stations (the “**Special Master**”) to serve as a non-binding mediator; provided, however, that Special Master Consultation shall not be a prerequisite to Arbitration,

(c) Arbitration. If the parties are unable to resolve an issue pursuant to Section 6.2(a) within thirty (30) days of the date of a Dispute Notice, or pursuant to Section 6.2(b) within sixty (60) days of the date of a Dispute Notice, either party may submit the issue to binding arbitration pursuant to Section 6.3.

6.3. Arbitration. Any controversy or claim arising from or relating to this Agreement and submitted by either party to arbitration pursuant to the procedures set forth in Section 6.2 shall be settled by arbitration administered by the American Arbitration Association under its applicable Procedures for Large, Complex Commercial Disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The seat of arbitration shall be New York. The arbitrators will be selected from a panel of persons having experience with and knowledge of broadcast television and the Communications Laws applicable thereto.

6.4. Expert Determination of Certain Disputes. Any Dispute arising out of or related to Sections 3.3, 3.8(b) and 3.8(c) which involves an amount in Dispute or an asset valued at more than \$200,000, or otherwise referred to an Expert (as defined below) by mutual agreement of the parties (in either case, an “**Expert Matter Dispute**”) will be resolved by expedited determination as follows:

(a) Upon written request by a party to the other party (an “**Expert Matter Dispute Notice**”), the parties will promptly negotiate in good faith to appoint an appropriate Expert. If the parties are not able to mutually agree upon an Expert within fourteen (14) days after the receipt by a party of an Expert Matter Dispute Notice, the parties will each appoint an Expert and the Experts appointed by each party shall jointly and in their sole and final discretion select a third Expert who will resolve the Dispute pursuant to this Section 6.4. For purposes of this Section 6.3, “**Expert**” means a disinterested individual, free of conflicts of interest, not an Affiliate of either party who, with respect to a dispute referred to such Expert in accordance with this Agreement, possesses expertise in the operation of broadcast television stations relevant to the subject matter of the Dispute. The Expert will not be or have been at any time during the previous ten (10) years an Affiliate, employee, consultant, officer or director of either party. For purposes of this Section 6.4, “**Affiliate**” means an individual, entity or organization that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a party.

(b) Within thirty (30) days after the appointment of the Expert, each party will submit to the Expert and the other party a written statement of its respective position on the Expert Matter Dispute. Each party will have fifteen (15) days from receipt of the other party’s submission to submit a written response thereto (each party’s initial response and any subsequent response to the other party’s statement of its position hereafter will be referred to as a party’s “**Proposal**”). The Expert will have the right to meet with the parties, either alone or together (to the extent the Expert considers appropriate), and the Expert will have the right (to the extent such Expert considers appropriate) to base its determination on such other information and records as the Expert considers appropriate to review.

(c) Unless the parties agree otherwise, the Expert shall resolve the Expert Matter Dispute, no later than thirty (30) days after the Expert has received each party's Proposals, by selecting the resolution proposed by one of the parties that, in the opinion of the Expert, as a whole is the more closely consistent with the terms and conditions of this Agreement (and, for those matters not specifically addressed by the terms and conditions of this Agreement, that more closely reflects the Expert's views as to matters that would be customarily and reasonably adopted in the broadcasting industry) and is the more fair and reasonable to the parties in light of the totality of the circumstances and the terms and conditions of this Agreement. The Expert shall promptly provide the parties with a written statement setting forth the basis of the determination in connection therewith. The decision of the Expert will be final and conclusive and binding on the parties.

6.5. Costs; Confidentiality. Each party will bear its own attorney fees, costs, and disbursements arising out of the dispute resolution procedures described in this Article 6, and will pay an equal share of the fees and costs of (a) any Special Master appointed pursuant to Section 6.2(b), (b) any arbitrator appointed pursuant to Section 6.3 or (c) any Expert or such other third party related to resolution of the Expert Matter Dispute pursuant to Section 6.3. All Dispute proceedings and decisions of a Special Master, Expert or of an arbitration will be deemed Confidential Information of both parties in accordance with Section 7.1, subject to applicable law.

6.6. Preliminary Relief. In addition to any other available remedies, either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction that is located in the Borough of Manhattan any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

6.7. Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative and not alternative. 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 of this Agreement by a decree of specific performance requiring compliance with this Agreement.

## **ARTICLE 7 GENERAL PROVISIONS**

7.1. Confidentiality. Subject to the requirements of applicable law or as otherwise agreed upon by the parties, all non-public information regarding Sharer and Sharee and their respective businesses and properties that is disclosed in connection with the negotiation, execution or performance of this Agreement, including without limitation any financial information, ("**Confidential Information**") shall be confidential and shall not be disclosed to any other person or entity. This Section 7.1 shall survive any termination or expiration of this Agreement. Notwithstanding the foregoing and subject to any non-disclosure, confidentiality or other similar provisions or requirements contained in the Transmission Facilities Lease, a party may disclose Confidential Information of the other party:

(a) to its own directors, officers, employees, lenders, agents and advisors (the "**Representatives**") who need to know such information for the purpose of evaluating and

consummating the transactions, and facilitating a party's performance hereunder, as contemplated by this Agreement, provided that party informs such Representatives of the confidential nature of the Confidential Information, and such Representatives agree to act in accordance with the terms and conditions of this provision;

(b) to one or more prospective investors, lenders and their advisors, provided such prospective investor or lender agrees to be bound by a non-disclosure agreement with Sharer or Sharee, as appropriate; or

(c) in the event a party hereto is requested or required by law, regulation, interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process to disclose any Confidential Information.

(d) if Sharee is Successful in the Auction with respect to Sharee's Station, Sharer will notify Entravision with respect to this sharing arrangement following the Auction.

The parties acknowledge that Sharee will be required to submit to the FCC an unredacted copy of this Agreement with its FCC Application and a copy of this Agreement with the construction permit applications described in Section 3.1(a), with confidential information redacted, to the extent permitted by the Channel Sharing Rules.

## 7.2. Information.

(a) Each party shall, within five (5) business days of receipt, notify the other party of any notices or other correspondence from the FCC or any other notice from any governmental entity with respect to the technical facilities or technical operations of its Station or the Shared Channel. Each party shall require that any to Sub-Sharing Agreements Sub-Sharee promptly forward such notices or correspondence regarding such Sub-Sharee's station to both Sharer and Sharee. Sharer shall provide Sharee with copies of any notices it receives from lessor(s) with respect to the Transmission Facilities Lease, or any notices it receives from any governmental entity with respect to the Transmission Facilities.

(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 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, within five (5) business days of any request, 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, 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 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, within five (5) business days of any request, provide all information with respect thereto as reasonably requested by the other party.

7.3. Fees and Expenses. Except as otherwise provided herein, each party to this Agreement shall bear and pay all fees, costs and expenses (including all legal fees and accounting fees)

that have been incurred or that are incurred by such party in connection with the transactions contemplated hereby.

7.4. Assignment and Subleasing. Except as otherwise provided herein, no party may assign this Agreement without consent of the other party, except (i) pursuant to a pro forma transfer of control or assignment, pursuant to 47 C.F.R. Sec. 73.3540, (ii) to any assignee or transferee of Univision Communications Inc. or Univision Local Media Inc., Tribune Broadcasting Company, Inc., or Tribune Media Company and (iii) upon prior written notice, to any FCC-approved assignee or transferee of the FCC license for that party's Station who assumes this Agreement, effective upon consummation of such assignment or transfer, in a writing delivered to the other party and a joinder to this Agreement on terms and conditions reasonably satisfactory to the non-transferring party, provided that the creditworthiness of such assignee is reasonably acceptable to the non-assigning party and the assigning party's Guarantee shall simultaneously be assigned to a counterparty whose creditworthiness is reasonably satisfactory to the non-assigning party. Any assignment, sale or transfer of this Agreement in violation of this Section 7.4 shall be null and void. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and upon any such succession or assignment the assignee or transferee shall be deemed to be a party to this Agreement in substitution for the assigning or transferring party, whereupon the assigning or transferring party shall cease to be a party to this Agreement. No assignment, delegation or transfer shall relieve any party of any obligation or liability under this Agreement prior to the date of such assignment, delegation or transfer. Except as set forth in Section 4.5, 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. Except as provided in Section 2.5, neither party may sublease its rights on its allocated portion of the spectrum under this Agreement to a third party without the prior written consent of the other party hereto.

7.5. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Laws. Except as provided in Section 5.1(d) with respect to Regulatory Conditions, if any provision of this Agreement is (i) determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the invalidity of any other provision; (ii) so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable; or (iii) declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain between the parties hereto to the maximum extent possible, consistent with the Communications Laws.

7.6. Notices. 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 Sharer:

John Eck  
Chief Local Media Officer  
605 3<sup>rd</sup> Ave, New York, NY, 10158  
[jeck@univision.net](mailto:jeck@univision.net)

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

Christopher Wood  
Associate General Counsel, Government

& Regulatory Affairs  
5999 Center Drive  
Los Angeles, CA, 90045  
[cwood@univision.net](mailto:cwood@univision.net)

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

John Buerger  
SVP, Finance  
500 Frank W. Burr Blvd, Suite 19  
Teaneck, NJ, 07666  
[jbuerger@univision.net](mailto:jbuerger@univision.net)

if to Sharee:

WDCW, LLC  
c/o Tribune Broadcasting Company, LLC  
435 N. Michigan Avenue, 18th Floor  
Chicago, IL 60611  
Attn: Larry Wert

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

Tribune Media Company Law Department  
435 N. Michigan Avenue, 6th Floor  
Chicago, IL 60611

7.7. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon the parties.

7.8. Amendment, Entire Agreement. 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.

7.9. Construction.

(a) For purposes of this Agreement, whenever the context requires: (i) the singular number shall include the plural, and vice versa; (ii) the masculine gender shall include the feminine and neuter genders; (iii) the feminine gender shall include the masculine and neuter genders; and (iv) the neuter gender shall include the masculine and feminine genders.

(b) Each of the parties hereto has been represented by legal counsel except to the extent that such party has declined legal counsel. Accordingly, the parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(d) Except as otherwise indicated, all references in this Agreement to “Sections,” “Schedules” and “Exhibits” are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.

7.10. Entire Agreement; Counterparts. This Agreement 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. This Agreement may be executed in counterparts, and once signed, any reproduction of this Agreement made by reliable means (for example, .pdf or .TIFF format), will be considered an original, and all of which together constitute one and the same instrument.

[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.

SHAREE:

WDCW, LLC

By: 

Name: Edward P. Lazarus  
Title: Secretary

SHARER:

UniMas D.C. LLC

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

Name: John Eck  
Title: Chief Local Media 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.

SHAREE: WDCW, LLC

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

Name:

Title:

SHARER: UniMas D.C. LLC

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

Name: John Eck

Title: Chief Local Media Officer







































