

CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “**Agreement**”) is made as of January 8, 2016 (“**Effective Date**”) between WITF, Inc. (“**Sharer**”) and WPMT, LLC (“**Sharee**”), a wholly owned subsidiary of Tribune Broadcasting Company, LLC (“**Sharee Parent**”). The obligations of Sharee will be guaranteed by Sharee Parent, who will be a party to the CSA solely for the purpose of providing such guarantee. Capitalized terms shall have the meanings ascribed to them in Schedule A and elsewhere in this Agreement.

Recitals

A. Sharee desires to (i) participate in the broadcast incentive auction conducted by the Federal Communications Commission (the “**FCC**”) pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-30 (the “**Incentive Auction**”) and, conditional upon the outcome of the Incentive Auction, the parties desire to share a broadcast channel pursuant to the FCC’s Channel Sharing Rules, and (ii) develop a bidding strategy for the Incentive Auction that complies with the rules governing confidentiality and prohibited communications issued by the FCC and this Agreement;

B. Sharer owns and operates the following television broadcast station (“**Sharer’s Station**”) pursuant to licenses issued by the FCC to serve the designated market area of Harrisburg-Lancaster-Lebanon-York, Pennsylvania (“**DMA**”):

WITF-TV, Harrisburg, PA (FCC Facility ID No. 73083)

C. Sharee owns and operates the following television broadcast station (“**Sharee’s Station**”) pursuant to licenses issued by the FCC to serve the DMA:

WPMT, York, PA (FCC Facility ID No. 10213)

D. If Sharee’s participation in the Incentive Auction is Successful (as defined below), Sharee will relinquish the television channel currently licensed to it by the FCC in accordance with the timetable established by the FCC, and Sharer and Sharee will share Sharer’s Station channel (the “**Shared Channel**”), which currently is licensed exclusively to Sharer, pursuant to licenses issued by the FCC to Sharer and Sharee, respectively;

E. Sharer and Sharee desire to memorialize their agreement with respect to the matters set forth herein, including with respect to the allocation between the parties of amounts received in the Incentive Auction and to provide for joint use of the Shared Channel and Transmission Facilities

F. In connection with the potential implementation of channel sharing arrangements, (i) the Sharer will own and operate the Transmission Facilities, and (ii) Sharer will execute and deliver to Sharee a Security Agreement pursuant to Section 1.4 below; 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 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, including, with specificity and as set forth in Schedule B, 47 C.F.R. § 1.2205 (the “**Prohibited Communications Rule**”), as amended (together with the Channel Sharing Order, the Incentive Auction Order, the First Order, the Second Order, the Procedures Public Notice, the Communications Guidance, the Application Procedures Public Notice, the Prohibited Communications Rule and any other FCC orders or public notices relating to the Incentive Action, 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 extended or earlier terminated in accordance with this Agreement, will continue until:

(a) if Sharee’s participation in the Incentive Auction is Successful (as defined below), the date that is thirty (30) years after the date of this Agreement, which Term will thereafter automatically renew for successive ten (10) year terms, unless both parties agree in writing at least 180 days prior to the end of the then-current Term that the Agreement shall not be renewed, or unless earlier terminated in accordance with this Agreement; or

(b) if Sharee’s participation in the Incentive Auction is not Successful (as defined below), the date and time at which Sharee’s relinquishment bid drops below the Reserve Price. The parties acknowledge that whether Sharee’s participation in the Incentive Auction is Successful or not Successful will not be known publicly until the date on which the FCC releases a public notice announcing the results of the Incentive Auction (the “**Results Public Notice**”).

1.2. Auction.

(a) Participation in Auction.

(i) Sharee Participation in Auction. Sharee shall participate in the Incentive Auction until the first to occur of: (1) the price at which the FCC would purchase Sharee’s channel is less than the reserve price mutually agreed in writing between Sharer and Sharee on the Effective Date

of this Agreement (the “**Reserve Price**”) or (ii) Sharee is Successful in the Incentive Auction. In the event the FCC does not accept Sharee’s relinquishment bid at an amount that is at least equal to the Reserve Price, and unless otherwise agreed by the parties, the Agreement will terminate in accordance with Section 6.1(c), and Sharee shall so notify Sharer in such event, in writing. In such event, upon termination of the Agreement, Sharee may continue participating in subsequent bidding rounds in the Incentive Auction at its sole option and discretion. The Reserve Price may only be modified by mutual written agreement of Sharee and Sharer. Neither party shall take any action that would reasonably be expected to result in the loss of Sharee’s eligibility to participate in the Incentive Auction.

(ii) Definition of Successful Auction Participation. For purposes of this Agreement, “**Successful**” participation in the Incentive Auction is defined as the issuance of the Results Public Notice or other official public announcement by the FCC designating the Sharee’s Station auction bid as a “winning bid”, or otherwise stating that the FCC and Sharee are entering into a binding commitment pursuant to which the FCC will purchase Sharee’s channel at a price equal to or greater than the Reserve Price, unless this Agreement has been terminated in accordance with its terms.

(b) Division of Auction Revenue. If Sharee is Successful in the Incentive Auction, the parties shall divide the Auction Revenue as follows: Sharee will receive [REDACTED] of the gross Auction Revenue (the “**Sharee Auction Proceeds**”) and Sharer will receive from a qualified intermediary [REDACTED] of the gross Auction Revenue (the “**Sharer Auction Proceeds**,” together with the Sharee Auction Proceeds, the “**Auction Proceeds**”). If either party is required by the FCC to establish an escrow from the Auction Proceeds, such amounts will be withheld from that party’s share of the Auction Proceeds, and the other party would be entitled to its full [REDACTED] of the Auction Proceeds, based on the amount of the final Successful bid. Conditioned upon receipt by Sharee or its qualified intermediary of payment from the FCC (the date of the receipt of such payment, the “**FCC Payment Date**”) as a result of Sharee’s Successful participation in the Incentive Auction Sharee shall disburse to Sharer, or shall cause the qualified intermediary to disburse to Sharer, (i) an amount equal to [REDACTED] of the Sharer Auction Proceeds no later than ten (10) business days after the FCC Payment Date and (ii) an amount equal to [REDACTED] of the Sharer Auction Proceeds no later than ten (10) business days after the Sharing Commencement Date. To the extent reasonably practicable, any qualified intermediary will be required to maintain Auction Proceeds in an interest-bearing account, with any interest on Auction Proceeds shared equally by the parties. For the avoidance of doubt, the disbursement of Sharer Auction Proceeds to Sharer shall not be contingent upon or affected by Sharer’s tax obligations or the tax treatment of this transaction, including, without limitation, the status or success of any IRS ruling or other action pertaining to the Agreement or to similar transactions, and such disbursement shall occur regardless of the status or success of any such IRS ruling or other action. Payment of the Sharer Auction Proceeds shall be by wire transfer of immediately available funds, or as otherwise agreed upon by the parties in writing. Time is of the essence with regard to the disbursement of the Sharer Auction Proceeds, and the failure of Sharee or its qualified intermediary to timely disburse the Sharer Auction Proceeds shall result in automatic termination of this Agreement for cause pursuant to Section 6.1(c).

(c) FCC Application. Sharee shall timely file and thereafter diligently prosecute an application (an “**FCC Application**”) to participate in the Incentive Auction as a channel sharer with Sharer. In the FCC Application, Sharee shall (i) bid to relinquish all spectrum rights associated with Sharee’s channel and go off the air, (ii) indicate Sharee’s intent to share the Shared Channel with Sharer, (iii) indicate that Sharee has an executed Agreement with Sharer and attach to the FCC Application an unredacted copy of this Agreement (without schedules, if the FCC so permits). Sharer will not file an application to participate in the Incentive Auction with respect to Sharer’s Station.

Sharer shall timely provide to Sharee or submit to the FCC all certifications or other information required of a Sharer for the FCC Application. The parties shall cooperate in good faith with respect to the FCC Application and the Incentive Auction, and, subject to compliance with the Channel Sharing Rules and, with specificity, the Prohibited Communications Rule, each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Applications, and shall furnish all information required by the FCC. Each party shall notify each other 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 its FCC Application. Neither party shall take any action that would reasonably be expected to result in the dismissal of the FCC Application without the prior written approval of the other party.

1.3. Party Communications and Internal Controls. Each party (i) acknowledges that the Channel Sharing Rules contain an exception that permits stations who are parties to a channel sharing agreement to communicate during the Control Period, as described in the Communications Guidance, (ii) agrees that it shall take limited advantage of such exception, with Sharee providing to Sharer only round-by-round information with respect to the bidding status and the bid price of Sharee's Station until Sharee's relinquishment bid drops below the Reserve Price; (iii) except as set forth in subsection (ii) above, agrees that it shall not disclose Bidding Information to the other party or accept Bidding Information from the other party, and (iv) agrees not to communicate the Bidding Information that it possesses about the other party to its parent company (including the officers, directors, and holders of controlling interests thereof) or to other commonly-owned parties (including the officers, directors, and holders of controlling interests thereof). The provisions specified in this Section 1.3 shall apply during the Control Period.

1.4. Security Agreement. The parties shall negotiate in good faith a security agreement in a customary form to be mutually agreed among the parties (the "**Security Agreement**"). On or before the Sharing Commencement Date, the parties shall execute and deliver, or cause their respective affiliates to execute and deliver, the Security Agreement and a lender or administrator acknowledgement of the Security Agreement in a customary form to be mutually agreed upon by the parties. The Security Agreement shall grant to Sharee a security interest in the Shared Equipment and a collateral assignment of the Sharer's rights under the lease for the Transmitter Site. The remedies of Sharee upon the occurrence of an uncured event of default under the Security Agreement shall include the right to (a) enter into the Transmitter Site where the pledged collateral is located, (b) take possession of the pledged collateral, and (c) operate and use the collateral as required to maintain the license of both Sharee and Sharer.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth.

(a) Pursuant to the Channel Sharing Rules, from and after the Sharing Commencement Date (as such term is defined in Section 2.7(b)), Sharer and Sharee shall share the 6 MHz Shared Channel (or 19.39 Megabits per second ("**Mb/s**") of capacity as allocated under the current ATSC 1.0 standard), as set forth in this Agreement, which may be modified from time to time by mutual written agreement of the parties but which, at a minimum, shall provide (i) that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one (1) Standard Definition ("**SD**") program stream at all times; and (ii) that, for CPB compliance purposes, Sharer must have the right to use at least [REDACTED]

of the total capacity of the Shared Channel, provided that pursuant to the use of statistical multiplexing (“Stat Mux”), Sharee and Sharer, subject to their mutual agreement, may be permitted to use more or less than [REDACTED] of the bandwidth at a given time to optimize the technical quality of all transmissions over the Shared Channel as permitted by CPB’s policy statement in effect on the execution date of this Agreement, provided that such CPB requirements do not reduce or otherwise impair Sharee’s spectrum allocation and usage rights hereunder.

(b) Subject to Section 2.1(a), from and after the Sharing Commencement Date, each of Sharer and Sharee shall be entitled to [REDACTED] of the bandwidth capacity of the Shared Channel ([REDACTED]) for their respective broadcast services, where such bandwidth allocation is calculated on an average monthly basis using Stat Mux. Other than the required common Program and System Information Protocol (“PSIP”) information, each party may set the bit rates it elects for audio, video or other ancillary data to be broadcast on its television station using the Shared Channel. Sharer and Sharee shall allocate the requisite amount of bits of the Shared Channel for the common PSIP information necessary to provide the required tuning and guide information such that: (i) the bits devoted to the common requirements will be deducted [REDACTED] from each party’s bit allowance; (ii) the parties shall mutually agree to the minimum number of days of Event Information Table (“EIT”) information to be provided; and (iii) the parties acknowledge that a number of null packets may be required for television receivers to respond properly (and the amount of required null packets shall be deducted [REDACTED] from each party’s bit allowance), and the parties shall cooperate to ensure proper reception and decoding of the signal.

(c) Subject to Section 2.1(a), from and after the Sharing Commencement Date, and notwithstanding anything to the contrary in this Agreement, the parties agree to employ Stat Mux, signal compression, and other dynamic spectrum usage technologies and arrangements to increase carriage capacity, improve picture quality and ensure that Sharer and Sharee can utilize greater capacity as required by periodic content demands for certain high-bandwidth programming (such as live sporting events, PBS nature programming and other programming consistent with U.S. Top-Four Network and PBS programming requirements), subject to each station’s maintaining at all times the ability to transmit broadcast signals consistent with the technical standards and minimum requirements pursuant to FCC rules and, for Sharer, to comply with CPB requirements in effect on the execution date of this Agreement, provided that such CPB requirements do not reduce or otherwise impair Sharee’s spectrum allocation and usage rights hereunder.

2.2. Encoding. Sharer and Sharee shall have a single encoding pool. Sharee will be responsible for and bear all costs associated with the delivery of its signal in a mutually agreeable format to Sharer, which will encode the signal and transmit it from Sharer’s Station. Each of Sharer and Sharee shall have the right to monitor and audit the Shared Channel’s encoding system to ensure compliance with Section 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.

2.3. Changes to Allocation. In the event the ATSC standard is modified such that a 6 MHz channel supports more or less than the 19.39 Mb/s of data capacity currently supported, the parties shall continue to allocate bandwidth capacity [REDACTED].

2.4. Commitment to Provide Capacity. Following the Sharing Commencement Date, Sharer shall transmit content provided by Sharee using the Shared Equipment.

2.5. New Transmission Technologies. The parties acknowledge that new transmission technologies may be developed during the Term of this Agreement. Prior to adoption or deployment of new transmission technologies (e.g., ATSC 3.0), Sharer and Sharee shall consult in good faith, and shall separately and jointly perform an analysis informed by prevailing technical and business conditions. In accordance with Schedule 2.5 attached hereto, Sharer and Sharee shall act in good faith to mutually develop, adopt, implement and deploy new transmission technology consistent with [REDACTED], provided that such development, adoption, implementation or deployment does not materially or adversely affect the other party's broadcast service in existence at such time. Unless otherwise agreed in writing by the parties, the parties agree to [REDACTED] in the costs for the development, adoption, implementation and deployment of new transmission technologies.

2.6. Capacity Use. Each of Sharer and Sharee shall have the right to use its allocated capacity on the Shared Channel in any way it sees fit, in accordance with this Agreement (subject to compliance with the Channel Sharing Rules and with the Communications Act of 1934, as amended, and the rules, regulations and written policies of the FCC and all other applicable laws). Each of Sharer and Sharee shall be responsible, at its sole expense and as set forth in Section 2.2, for transmitting its station's programming in a broadcast-ready final format to the encoding receive-site designated by Sharer. Sharer shall be responsible for transmitting content provided by Sharee using the Shared Equipment. Except as provided herein, Sharer shall not alter the content provided by Sharee; provided, however that Sharer may: (i) encode, compress or modulate the content as required in order to multiplex Sharer and Sharee content streams using the parameters set forth in this Agreement and (ii) combine the EIT and other information into a common PSIP format for transmission as set forth in this Agreement.

2.7. FCC Licenses.

(a) Auction Documents. 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, and shall provide the other party with copies of such documents to the extent permitted by FCC rules, including, with specificity, the Prohibited Communication Rule, and other applicable laws.

(b) Authorizations and Post Auction Applications.

(i) Sharee shall use best efforts (and Sharer shall cooperate in good faith with Sharee) to prepare, timely file and prosecute in good faith the necessary minor-change application for an FCC construction permit for the Shared Channel (the "**Construction Permit Application**") in order to implement this Agreement (and, if required, include with such applications a copy of this Agreement with appropriate redactions of confidential information) no later than thirty (30) business days after the FCC Payment Date. Following the grant of the Construction Permit Application, the parties shall use reasonable efforts and cooperate in good faith to prepare, submit, and prosecute any other construction permit, covering license applications and any other application(s) with the FCC that may be necessary to effectuate a move of Sharee's Station to the Shared Channel contemplated by this Agreement (the "**Post Auction Applications**"). The Post Auction Applications shall be filed with the FCC on a date mutually agreed upon by Sharer and Sharee, subject to applicable Channel Sharing Rules (such filing date, to be deemed the "**Sharing Commencement Date**").

(ii) Each of Sharer and Sharee shall maintain all material FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective television station in full force and effect during the Term. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party.

(c) Compliance with Law. Sharer shall comply with this Agreement, the Channel Sharing Rules (as such Channel Sharing Rules may from time to time be amended or modified), and with all FCC and other applicable laws with respect to its ownership and operation of Sharer's Station and its use of the Shared Channel, and Sharee shall comply with this Agreement, the Channel Sharing Rules (as such Channel Sharing Rules may from time to time be amended or modified) and with all FCC and other applicable laws with respect to its ownership and operation of Sharee's Station and its use of the Shared Channel. Sharer shall be solely responsible for all content it transmits on the Shared Channel, and Sharee shall be solely responsible for all content it causes to be transmitted on the Shared Channel. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. In addition, Sharer and Sharee shall comply with all laws and leases, licenses or similar agreements applicable to the Transmission Facilities (the "**Transmission Facility Agreements**"). Sharer has provided Sharee with true and correct copies of all Transmission Facility Agreements in effect as of the date of this Agreement, and shall promptly provide Sharee with copies of all Transmission Facility Agreements entered into during the Term.

(d) Control. Consistent with FCC rules, Sharer shall control, supervise and direct the day-to-day operation of Sharer's Station (including Sharer's employees, programming and finances), and Sharee shall control, supervise and direct the day-to-day operation of Sharee's Station (including Sharee's employees, programming and finances), and nothing in this Agreement shall be deemed to affect either party's respective obligations with regard to licensee control. Neither Sharer nor Sharee shall hold itself out as the licensee of the other's television station using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party's television station. Neither Sharer nor Sharee shall use the call letters of the other party's television station in a false or misleading manner, or in a manner suggesting common ownership, control or association, except in correspondence with the FCC related to the performance of this Agreement.

(e) FCC Fees. The parties acknowledge that Sharer and Sharer's Station are exempt from FCC fees as of the date of this Agreement. Each of Sharer and Sharee shall be responsible for timely payment of all fees owed by it to the FCC, if any, with respect to its television station using the Shared Channel. [REDACTED] of the joint fees, if any, assessed by the FCC on the Shared Channel, provided that Sharee is not exempt from such joint fees. For purposes of clarity, joint fees shall include only those fees directly imposed on the Shared Channel and for which Sharee cannot claim noncommercial exemption, 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 [REDACTED] of the joint fees imposed on the Shared Channel.

(f) Cooperation. Each of Sharer and Sharee shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Transmission Facilities. Neither Sharer nor Sharee shall take any action, or fail to take

any action, 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.

2.8. Carriage Rights. Sharer shall be solely responsible for exercising must-carry and retransmission consent rights for Sharer's Station or any other right of distribution. Sharee shall be solely responsible for exercising must-carry and retransmission consent rights for Sharee's Station or any other right of distribution. Neither Sharer nor 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.

ARTICLE 3: POST-AUCTION OPERATIONS

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

3.1. Transmission Facilities.

(a) Operations; Access to Shared Transmission Facilities. Subject to any restrictions imposed by the owner of the Transmitter Site (if leased), Sharee personnel shall have reasonable access to the Transmitter Site, Transmission Facilities, Shared Equipment and its Dedicated Sharee Equipment located at the Transmitter Site during normal business hours and upon twelve (12) hours' notice outside of normal business hours, except that (i) in the event of an emergency related to the Dedicated Sharee Equipment (e.g., any of the Dedicated Sharee Equipment malfunctions in any manner and requires unscheduled and unanticipated repairs), Sharee personnel shall be provided access to the Transmission Facilities without prior notice; and (ii) in the event of an emergency related to or a material failure of the Shared Equipment which interrupts or materially impairs the broadcast transmissions on the Shared Channel, Sharee personnel shall be provided access to the Transmission Facilities with contemporaneous consultation with Sharer. Sharer and Sharee shall not act contrary to the terms of any lease for the Transmitter Site, including the Transmission Facilities Ground Lease. Sharer and Sharee shall not permit to exist any lien, claim or encumbrance on the Transmission Facilities except as provided in or permitted by the Security Agreement, make material alterations to the Transmission Facilities that affect the Shared Channel, except with mutual written consent, or interfere with the business and operation of the other party's television station or the other party's use of the Transmission Facilities. Each of Sharer and Sharee shall comply in all material respects with all federal, state and local laws applicable to its operations from the Transmission Facilities.

(b) Shared Equipment and Shared Transmission Facilities. A list of all material items of Shared Equipment planned for use as of the Effective Date, a list of all material items of Dedicated Sharee Equipment planned for use as of the Effective Date, a description of each party's financial obligations with respect to such Shared Equipment and Dedicated Sharee Equipment (if any), including an initial list of the agreed upon capital expenditures required to commence the channel sharing, and any relevant notice provisions is attached hereto as Schedule 3.1(b), as such schedule may be revised from time to time by mutual agreement of the parties. As set forth in Section 3.1(a), Sharee shall have full and complete access to all items listed on Schedule 3.1(b). Sharee shall reimburse Sharer for [REDACTED] of any amounts that are agreed upon capital expenditures reasonably required to commence the channel sharing, including encoding equipment necessary to implement the channel sharing. During the Term, Sharer shall (i) maintain, operate and repair the shared Transmission Facilities in accordance with good engineering practices customary in the television industry and shall keep Sharee reasonably informed as to all material repairs to such facilities; (ii)

make timely utility payments for the operation of the Shared Equipment; (iii) maintain the insurance specified in Section 3.1(h); (iv) maintain its ownership and leasehold, as the case may be, rights in and to the Transmission Facilities (or functionally equivalent replacements thereto) in all material respects; and (v) comply with all laws applicable to the operation of the Transmission Facilities in all material respects. Except as provided in the Security Agreement and in Section 5.2, title to all such shared Transmission Facilities shall remain with Sharer.

(c) Modifications to Implement Channel Sharing. Subject to Sections 2.5 and 4.3, the parties shall mutually agree upon and implement modifications to the Transmission Facilities, in order to (i) accommodate the insertion of multiple program streams on the Shared Channel, (ii) implement any new channel assigned by the FCC to the Shared Channel in any TV band repacking following the Incentive Auction, and (iii) implement changes in transmission modulation standards (if any), including to ATSC 3.0.

(d) Exclusive Equipment. Each of Sharer and Sharee shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site, including, for Sharee, the Dedicated Sharee Equipment, in accordance with good engineering practices customary in the broadcasting industry. 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 the Dedicated Sharee Equipment as needed in the event of an emergency and Sharer shall be responsible for any damage caused to such equipment by Sharer arising out of or resulting therefrom.

(e) Contractors. All contractors and subcontractors of each of Sharer and Sharee who perform any service for such party at the Transmitter Site or any other Transmission Facilities shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in the state where the Transmitter Site or such other Transmission Facility is located.

(f) Hazardous Materials. Each of Sharer and Sharee shall (i) comply in all material respects with all environmental laws applicable to its operations from the Transmitter Site and any other Transmission Facilities, (ii) not cause or permit the release of any hazardous materials on, to or from the Transmitter Site or any other Transmission Facilities in violation of any applicable environmental laws, (iii) not take any action that would subject the Transmitter Site or any other Transmission Facilities to new or additional permit requirements for storage, treatment or disposal of hazardous materials, and (iv) not dispose of hazardous materials on the Transmitter Site or any other Transmission Facilities except in compliance with applicable law.

(g) Termination. Subject to Section 6.1(e), within thirty (30) days after the end of the Term (or upon any earlier termination of this Agreement), Sharee shall vacate the Transmitter Site and any other Transmission Facilities, remove all of its respective assets, equipment and employees (if any) from the Transmitter 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. Sharer shall, within sixty (60) days of the date on which Sharee vacates the Transmitter Site and surrenders the Shared Equipment, pay to Sharee an amount equal to [REDACTED] of the then-current reasonable market value of any Shared Equipment acquired by Sharer during the Term to which Sharee contributed funds and which Sharer desires to retain for its own use or purposes.

(h) Insurance.

(i) Sharer's Insurance. Sharer, at its own expense, shall maintain or cause to be maintained insurance covering the Transmission Facilities at a customary level and in accordance with past practice. All such insurance policies covering the Transmission Facilities shall contain a standard loss payable clause and shall be endorsed to provide that, with respect to the interests of Sharee, that (a) Sharer's general liability insurance policy shall include Sharee as an additional insured for the acts and omissions of Sharer, and (b) 30 days' prior written notice of any cancellation or reduction of coverage or limit shall be given to Sharee.

(ii) Sharee's Insurance. Sharee, at its own expense, shall maintain or cause to be maintained insurance covering its access to and work on the Transmission Facilities and its Dedicated Sharee Equipment at a customary level and in accordance with past practice. All such insurance policies shall contain a standard loss payable clause and shall be endorsed to provide that, with respect to the interests of Sharer, that (a) Sharee's general liability insurance policy shall include Sharer as an additional insured for the acts and omissions of Sharee, and (b) 30 days' prior written notice of any cancellation or reduction of coverage or limit shall be given to Sharer.

3.2. Interference. Sharer shall be responsible for operating the Transmission Facilities in accordance with all applicable laws and regulations. The parties shall use commercially reasonable efforts to avoid interference between their respective operations and shall promptly resolve any interference that arises in connection with such operation. Subject to Section 2.1(b), neither Sharee nor Sharer shall modify their respective operations in any manner that could be reasonably 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. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and take all commercially reasonable steps to correct such interference in all material respects within two (2) business days. Neither party shall have the right to alter the Transmission Facilities in such a way that would materially alter Sharer's Station's or Sharee's Stations coverage areas without the other party's prior written consent, such consent not to be unreasonably conditioned, delayed or withheld.

3.3. Cooperation. 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, consistent with past practice. 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. 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.

3.4. 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 a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

ARTICLE 4: PAYMENT TERMS

4.1. 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 Code Section 1031, 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), 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, provided that Sharee’s use of such qualified intermediary does not delay disbursement of the Sharer Auction Proceeds to Sharer as set forth in Section 1.2(b). 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) such cooperation does not materially adversely impact Sharer’s nonprofit tax status; (ii) Sharee reimburses Sharer’s reasonable out of pocket costs directly attributable to such cooperation by Sharer and (iii) such cooperation does not delay the disbursement of Sharer Auction Proceeds. Subject to and without limiting the generality of the foregoing, Sharer shall execute such documents as, in Sharee’s reasonable opinion explained in writing to Sharer, are appropriate and necessary to effect the transfer of the Sharer Auction Proceeds and the transfer and conveyance of the Shared Channel through the qualified intermediary (together, the “**Qualified Intermediary Documents**”).

4.2. Relocation and Repacking Costs. In the event that Sharer is reassigned a new channel as a result of the FCC’s repacking process following the Incentive Auction, Sharer shall seek reimbursement from the TV Broadcaster Relocation Fund for the costs it reasonably incurs in relocating the Shared Channel to the new channel. Sharee shall reimburse Sharer for [REDACTED] of 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 or capital expenditures related to relocation or repacking, and (ii) not reimbursed by the TV Broadcaster Relocation Fund, except that Sharer and Sharee may mutually agree to upgrade equipment or services separate and apart from what the TV Broadcaster Relocation Fund will reimburse, [REDACTED] basis. Unless otherwise agreed by the parties, any costs incurred by Sharer or Sharee associated with the move to the Transmission Facilities, including the installation or modification of any Dedicated Sharee Equipment (including exciters, direct fiber feeds to MVPDs, labor, etc.), that relate to the Shared Channel and that are not reimbursed from the TV Broadcaster Relocation Fund will be [REDACTED] by Sharee and Sharer.

4.3. Operating Costs.

(a) Budget. At least thirty (30) days prior to the Sharing Commencement Date and at least thirty (30) days prior to each subsequent July 1 fiscal year during the Term, Sharer will develop an annual budget that will include such costs as Sharer reasonably expects to be incurred in the operation of the Transmission Facilities, including, without limitation, expenses related to the operation of the Transmitter Site, rent for the Transmission Facilities Ground Lease, utilities for the Transmission Facilities and the Shared Channel, Transmission Site insurance costs, real estate taxes,

engineering staff costs associated with the Shared Channel, monitoring and remote control equipment, equipment upgrades and any ad valorem taxes with respect to the Transmission Facilities (such costs referred to as “**Operating Costs**”, and such budget referred to as the “**Budget**”). No later than the 1st day of each calendar quarter after the Sharing Commencement Date, Sharee will pay to Sharer an amount equal to its share, [REDACTED] of the quarterly Operating Costs set forth in the Budget, as applicable (the amount of such quarterly Operating Costs equal to the annual Operating Costs set forth in the Budget divided by four (4) for a full calendar year, or prorated for any partial calendar year). Within sixty (60) days following the end of each year provided for by the Budget, Sharer will deliver a written statement to Sharee of the actual Operating Costs (such statement, the “**Actual Operating Statement**”). In the event that the actual Operating Costs incurred for such period exceeded the Operating Costs set forth in the Budget, Sharee will pay to Sharer [REDACTED] of the difference between the actual Operating Costs and the Operating Costs set forth in the Budget no later than thirty (30) days following delivery of the Actual Operating Statement for such period; and in the event that the actual Operating Costs incurred for such year were less than the Operating Costs set forth in the Budget, Sharer will pay to Sharee [REDACTED] of the difference between the Operating Costs set forth in the Budget and the actual Operating Costs no later than thirty (30) days following delivery of the Actual Operating Statement for such period, and all such payments under this Agreement will be made without offset. Sharee will have thirty (30) days after receipt of any Budget or Actual Operating Statement to notify Sharer that Sharee accepts such Budget or Actual Operating Statement (provided, that if Sharee does not respond within such thirty (30) day period, the applicable Budget, Actual Operating Statement or Capital Improvements Notice will be deemed to be accepted by Sharee). If Sharee objects to such Budget or Actual Operating Statement, Sharee will deliver written notice to Sharer of such objection, and the parties will negotiate in good faith for a period of no less than thirty (30) days in an attempt to agree upon such Budget or Actual Operating Statement. If the Parties are unable to agree on such Budget, or Actual Operating Statement, the parties may further address the dispute pursuant to Article 7, provided that Sharee shall continue to pay its applicable portion of actual Operating Costs based on the initial Budget or the prior year’s Budget, as applicable, until the dispute is resolved. Schedule 4.3(a) sets out a form of Sharer’s proposed initial Budget, which shall be deemed the initial Budget if Sharer and Sharee are unable to agree on an initial Budget.

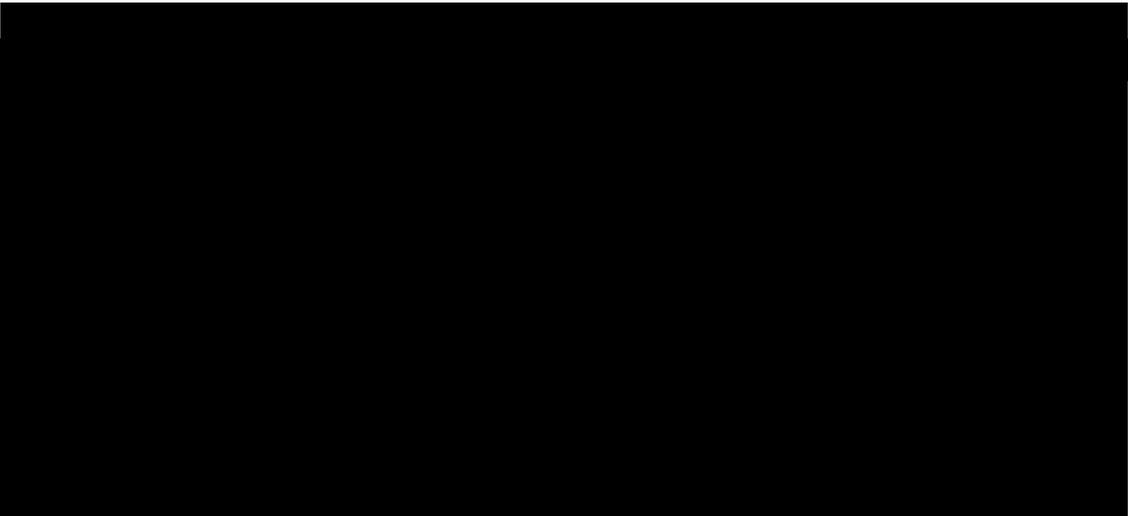
4.4. Non-Ordinary Course Event Costs. In the event of a Non-Ordinary Course Event, Sharer and Sharee shall share the costs of restoring and reactivating the Transmission Facilities to the condition the Transmission Facilities were in prior to the Non-Ordinary Course Event, unless such costs are covered by insurance or as otherwise mutually agreed by Sharee and Sharer in writing. Sharee shall have the right to approve any single capital expenditure greater than [REDACTED] and any series of capital expenditures that exceed, in the aggregate, [REDACTED] in any fiscal year. Each party will be entitled to have an engineering representative present for the installation of new equipment at the Transmitter Site. Sharee shall reimburse Sharer within thirty (30) days after receipt of an invoice documenting such restoration costs for [REDACTED] of the Non-Ordinary Course Event Costs reasonably incurred by Sharer as a result of a Non-Ordinary Course Event that affects Transmission Facilities that are owned by Sharer.

4.5. Payment Terms. Except as otherwise provided herein (including the disbursement of the Sharer Auction Proceeds pursuant to Section 1.2(b)), Sharer shall issue an invoice to Sharee for all amounts due and owing under this Agreement on a quarterly basis in arrears. All payments hereunder shall be made by check, automated clearing house or wire transfer to an account designated by Sharer from time to time.

4.6. Invoice Disputes. To dispute an invoice, Sharee must notify Sharer by submitting its dispute as provided in Section 8.5 within sixty (60) days of the date of the applicable invoice, which must include an explanation of the basis of the disputed charges in reasonable detail. Sharee, in good faith, may withhold the disputed amount pending resolution of the dispute but, nevertheless, must pay the non-disputed portion of the invoice when due. Sharee's payment of a disputed amount will not deprive Sharee of its right to dispute the charge within the 60-day dispute period referenced above. Sharer will promptly investigate Sharee's claim with a view toward resolving the dispute within thirty (30) days of Sharer's receipt of the Sharee's notice. Following an investigation in which Sharee cooperates with Sharer, Sharer may in good faith reject Sharee's claim, in whole or in part, and will advise Sharee of the reason for its action. If the dispute is not resolved to Sharee's satisfaction, the parties may further address the dispute pursuant to Article 7.

4.7. Sole Costs. Except as otherwise provided in Article 3, each of Sharer and Sharee shall be solely responsible for its own insurance costs for the Transmission Facilities, its own costs for any necessary microwave link between its station's studio site and the Transmitter Site, any capital expenses related solely to its own television station's use of the Shared Channel, all expenses related to any equipment solely owned by it and located at the Transmitter Site, and all of its own expenses not directly related to the Transmission Facilities.

4.8. Tax Matters. Except as otherwise set forth in this Agreement, the parties shall cooperate with each other and work together in good faith to minimize the overall taxes due and tax consequences to each party with respect to the transactions described in this Agreement consistent with applicable laws and regulations. In connection with such cooperation, the parties shall give consideration to the structures referenced in the IRS letters dated July 3, 2014, entitled *Federal Tax Principles Applicable to the FCC's Proposed Broadcast Incentive Auction*, and July 14, 2015, entitled *Federal Tax Principles Concerning Tax Exempt Organizations Applicable to the FCC's Proposed Broadcast Incentive Auction*. The parties further acknowledge and agree (i) 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 and (ii) that each party shall be solely responsible for the taxes such entity or its respective affiliates owes, or that become due and payable, in connection with the transactions contemplated by this Agreement, subject to applicable law.

4.9. 

ARTICLE 5: REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

5.1. 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 duly organized and validly existing under the laws of its jurisdiction of formation; (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; (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 licenses, approvals and authorizations of the FCC and any other governmental agency necessary for its operations on its television station in the DMA; and (f) its ownership and operation of its station in the DMA complies with the FCC rules, regulations and published policies and applicable laws in all material respects.

5.2. Additional Representations and Warranties of Sharer. In addition to the foregoing, Sharer represents and warrants to Sharee as of the Effective Date, as follows: (a) it holds a ground lease for the site of the Transmission Facilities or any portions thereof, and has provided Sharee with a complete and correct copy of the lease agreement and all amendments thereto (the **“Transmission Facilities Ground Lease”**), (b) the Transmission Facilities Ground Lease constitutes the legal, valid and binding obligation of Sharer, enforceable against Sharer in accordance with its terms and, to the knowledge of Sharer, such Transmission Facilities Ground Lease constitutes the legal, valid and binding obligations of the other party thereto, enforceable against such other party in accordance with its terms; (c) there is not under the Transmission Facilities Ground 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; (d) it has disclosed all mortgages, pledges, liens, 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 the Transmission Facilities and/or the Transmission Facilities Ground Lease; (e) the Transmission Facilities conform in all material respects to all applicable statutes, ordinances and regulations relating to their construction, use and operation; (f) 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 the Sharer conducted therein; (g) the Transmission Facilities are structurally sound with no defects and are in good operating condition and repair and are adequate for the uses to which they are being put; (h) the representations and warranties made by Sharer herein, when read together, do not and will not contain any untrue statement of a material fact and do not and will not omit to state a material fact necessary in order to make the statements contained or to be contained herein or therein, not false or misleading; and (i) it has or will obtain all consents required by the Transmission Facilities Ground Lease that are necessary for channel sharing to commence.

5.3. Indemnification.

(a) General Indemnification. Each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all Losses arising from any Third Party Claim 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; and/or (iii) any claim by a third party for libel, slander, infringement of copyright or other intellectual property rights or invasion of privacy related to the programming of the indemnifying party.

(b) Specific Indemnification. Without limiting the terms of Section 5.3(a), Sharee shall indemnify, defend and hold Sharer harmless from and against, and compensate and reimburse Sharer for, 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, and compensate and reimburse Sharee for, any and all Losses arising from any Third Party Claim relating to any Third Party Claim relating to Sharer's ownership or operation of the Transmission Facilities, including Sharer's obligations under any leases for the Transmitter Site.

(c) Programming Indemnification. Without limiting the terms of Section 5.3(a) or Section 5.3(b), each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all Losses arising from any Third Party Claim relating to the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

(d) Indemnification Procedures and Claims Settlement. The party seeking indemnification hereunder will (i) give the indemnifying party notice of the direct claim or Third Party Claim, (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of any Third Party Claim, and (iii) give the indemnifying party the right to control the defense and settlement of any such Third Party Claim, except that the indemnifying party shall not enter into any settlement without the indemnified party's prior written consent (unless such settlement involves monetary damages only, the full cost of which is paid by the indemnifying party). The indemnified party shall have no authority to settle any Third Party Claim on behalf of the indemnifying party without the prior written consent of the indemnifying party. 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 Third Party Claim that does not include as an unconditional term thereof the giving by the person or entity asserting such Third Party Claim to all indemnified parties of an unconditional release from all liability with respect to such Third Party Claim.

5.4. LIMITATIONS OF LIABILITY.

(a) Limitations. EXCEPT AS PROVIDED IN SECTION 5.4(b), IN NO EVENT SHALL EITHER 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, SPECIAL, INDIRECT 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 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.

(b) Exceptions. Notwithstanding anything contained herein to the contrary, the limitations of liability contained in Section 5.4(a) shall not apply to (i) either party's indemnification obligations under Section 5.3; and (ii) personal injury, including death, and damage to tangible property caused by the willful or intentional acts of a party or its employees, agents, or subcontractors.

ARTICLE 6: TERMINATION AND REMEDIES

6.1. Termination.

(a) 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) business days after a written notice of breach or default, Sharer may take the dispute to binding arbitration, pursuant to Section 7.3; provided that Sharer shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 7.2. Following any such arbitration, if Sharee is found to be in material breach of the Agreement, Sharee shall have an additional thirty (30) business days to cure its breach, and if no such cure is made, Sharer may terminate this Agreement with respect to Sharee by written notice to Sharee; provided further that such notice of termination shall not take effect for a period of 180 days 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 180 day wind-down period and any arbitration period, Sharer shall continue to transmit content provided by Sharee using the Transmission Facilities, provided that Sharee has made, and continues to make timely, all payments to Sharer required by this Agreement. At the end of the one-hundred and eighty-day wind-down period, Sharer shall have no further obligations to Sharee.

(b) 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) business days after a written notice of a breach or default, Sharee may take the dispute to binding arbitration, pursuant to Section 7.3; provided that Sharee shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 7.2. Following any such arbitration, if Sharer is found to be in material breach of the Agreement, Sharer shall have an additional thirty (30) business days to cure its breach, and if no such cure is made, Sharee may terminate this Agreement by written notice to Sharer, which termination shall be effective on a date, selected at Sharee's sole discretion, up to 180 days after the date of the termination notice. During the wind-down period described in Section 6.1(d)(ii) and any arbitration period, Sharer shall continue to transmit content using the Transmission Facilities, provided that Sharee has made, and continues to make timely, all payments to Sharer as may be required by this Agreement. Notwithstanding anything to the contrary herein, in the event of a material breach of or a material default under this Agreement by Sharer that relates to (i) Sharer's failure to share the Shared Channel with Sharee or (ii) Sharer's failure to transmit content provided to Sharer by Sharee as required by this Agreement, in addition to any remedies it may have at law, in equity or under this Agreement, Sharee shall have the right to access the Transmission Facilities and take all reasonable measures to transmit its content on the Shared Channel and to maintain Sharee's FCC license, provided that Sharee shall transmit content provided by Sharer using the Transmission Facilities and further provided that Sharee's access to the Transmission Facilities shall not impair Sharer's access to the Transmission Facilities or otherwise impair Sharer's spectrum allocation and usage rights under this Agreement.

(c) Not Successful in the Incentive Auction/Failure to Timely Disburse Auction Proceeds. This Agreement shall terminate automatically if (i) Sharee is not Successful in the Incentive Auction for the Sharee's Station, which termination shall become effective when Sharee notifies Sharer that its relinquishment bid has dropped below the Reserve Price or (ii) Sharee does not timely disburse the Sharer Auction Proceeds pursuant to Section 1.2(b), which termination shall be for cause, entitling Sharer to any remedies it may have at law, in equity, or under this Agreement.

(d) Wind-Down Period.

(i) In the event (x) channel sharing between the parties has commenced and (y) this Agreement is terminated by Sharer for cause pursuant to Section 6.1(a), Sharer shall permit Sharee to continue to share spectrum with Sharer as provided in Article 2, and Sharer shall continue to provide the access and services set forth in Section 3.1, for a minimum of six (6) months after the later to occur of (A) the expiration of the time period for Sharee to seek judicial review of Sharer's termination election (in the event that Sharee does not seek judicial review), or (B) the date on which a court of competent jurisdiction issues an adverse decision against Sharee and such decision is final and no longer subject to further appeal; provided that with respect to clause (B), (x) Sharee initiates a legal action against Sharer alleging that the purported termination for cause is a breach of this Agreement within thirty (30) days of the date of Sharer's termination for cause and (y) Sharee continues to comply with the terms of this Agreement during this period, including all terms requiring payment to Sharer, except for the provisions(s) that are the subject of Sharee's legal challenge.

(ii) In the event this Agreement is terminated after the Sharing Commencement Date for any reason other than by Sharer for cause pursuant to Section 6.1(a) or Section 6.1(c)(ii), to the extent permissible under applicable law, Sharer shall permit Sharee to continue to share spectrum with Sharer as provided in Article 2, and Sharer shall continue to provide the access and services set forth in Section 3.1, for a minimum of six (6) months after such termination; provided that Sharee continues to comply with the terms of this Agreement, including all terms requiring payment to Sharer.

(e) Loss of License.

(i) Loss of License Prior to Channel Sharing. This Agreement shall terminate automatically if the FCC authorization to operate either Sharer's Station or Sharee's Station is revoked, relinquished, withdrawn, rescinded, canceled or not renewed prior to the Sharing Commencement Date (other than in connection with the relinquishment of the television channel currently licensed to Sharee due to Successful participation in the Incentive Auction).

(ii) Loss of Sharer's License After Channel Sharing has Commenced. After the Sharing Commencement Date, this Agreement shall terminate automatically if the FCC license of Sharer's Station (or Sharer's FCC authorization to operate on the Shared Channel) is revoked, relinquished, surrendered, withdrawn, rescinded, canceled, or not renewed (and the FCC order providing for such action is a Final Order). In such event, notwithstanding such termination, (i) the shared spectrum rights shall revert to Sharee (subject to FCC approval) and Sharee may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status and acquire the spectrum usage rights of Sharer to the extent permitted under FCC rules and (ii) the parties, acting in good faith, may negotiate the sale to Sharee of Sharer's interest in any Shared Equipment or the Transmitter Site (or Sharer's rights therein, where available and subject to any requirements imposed by the owner of the Transmitter Site) at fair market value, free and clear of liens, claims and encumbrances. In such event, Sharer and Sharee shall cooperate in good faith to effectuate such sale and conveyance of assets as promptly as practicable.

(iii) Loss of Sharee's License after Channel Sharing has Commenced. After the Sharing Commencement Date, this Agreement shall terminate automatically if the FCC license of Sharee's Station (or Sharee's FCC authorization to operate on the Shared Channel) is revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed. In such event, notwithstanding such termination, the shared spectrum rights shall revert to Sharer (subject to FCC approval) and Sharer may file an application with the FCC to change its authorization for use of the

Shared Channel to non-shared status and acquire the spectrum usage rights of Sharee. In such event, the parties, acting in good faith, shall negotiate the sale to Sharer of Sharee's interest in any Shared Equipment, and may negotiate the sale to Sharer of Sharee Dedicated Equipment (if desired by Sharer), at fair market value, free and clear of liens, claims and encumbrances. In such event, Sharer and Sharee shall cooperate in good faith to effectuate such sale and conveyance of assets as promptly as practicable.

(f) Bankruptcy. Either party may terminate this Agreement for cause by written notice to the other party if a party (i) terminates its business activities or becomes insolvent, (ii) admits in writing to an inability to pay its debts as they mature, (iii) makes an assignment for the benefit of creditors, or (iv) becomes subject to direct control of a trustee, receiver or similar authority. Notwithstanding anything to the contrary herein, in the event any of the foregoing shall occur, or be reasonably likely to occur, and impairs, or may be reasonably likely to impair, Sharer's ability to fulfill its obligations hereunder (including, without limitation, its obligation to share the Shared Channel with Sharee and to transmit content provided to Sharer by Sharee as required by this Agreement), in addition to any remedies it may have at law, in equity or under this Agreement, Sharee shall have the right to access the Transmission Facilities and take all reasonable measures to transmit such content on the Shared Channel and to maintain Sharee's FCC license, provided that Sharee shall to transmit content provided by Sharer using the Transmission Facilities and further provided that Sharee's access to the Transmission Facilities shall not impair Sharer's access to the Transmission Facilities or otherwise impair Sharer's spectrum allocation and usage rights under this Agreement.

(g) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4, Article 5, Section 2.1, Section 6.1(e), this Section 6.1(g), Article 7, Section 8.1, and all other provisions related to obligations to pay expenses shall survive any termination of this Agreement.

ARTICLE 7: DISPUTE RESOLUTION

7.1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware without giving effect to the choice of law or conflict of law provisions thereof.

7.2. Issue Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties hereto shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties through consultations among their respective senior executives. If the issue remains unresolved within a period of sixty (60) days, either party may elect to submit the dispute to binding arbitration pursuant to Section 7.3.

7.3. Arbitration. Any dispute, 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 7.2 or as otherwise set forth in this Agreement 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 have jurisdiction thereof. The arbitrators will be selected from a panel of persons having experience with and knowledge of the commercial and noncommercial broadcast television industry.

7.4. Preliminary Relief; Remedies; Specific Performance. 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, any interim or provision 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). In the event of failure or threatened failure by either party to comply with the terms of this Agreement, and in addition to any rights or process provided for in Article 6 or Sections 7.2 and 7.3, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

ARTICLE 8: GENERAL PROVISIONS

8.1. 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 any financial information) shall be confidential and shall not be disclosed to any other person or entity, except that such information may be disclosed to either party's respective lenders, counsel, accountants, governing boards, and other representatives and principals assisting the parties (as the case may be) who will be bound by the confidentiality imposed herein, or as required by subpoena or other legal process. This section shall survive any termination or expiration of this Agreement.

8.2. Information.

(a) Each party shall provide the other party with copies of any FCC notice of violation or notice of apparent liability, or any other notice from any governmental entity, that it receives with respect to the technical operations of its station. Sharer shall provide Sharee with copies of any notices it receives from lessor(s) with respect to the Transmission Facilities Ground Lease.

(b) If either party becomes subject to litigation or similar proceedings before the FCC (including without limitation initiation of enforcement actions), Internal Revenue Service or other court or governmental authority that is reasonably likely to have a material adverse effect on such party or its television station using or proposed to be using the Shared Channel, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

(c) If either party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of its assets or of the assets related to its television station using or proposed to be using the Shared Channel, or it makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

8.3. Assignment. Neither party may assign, delegate or otherwise transfer this Agreement without first obtaining the other party's prior written consent, except that, subject to the receipt of any required FCC consents, upon prior written notice, Sharer shall assign this Agreement to any FCC-

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

and

Mace Rosenstein
Covington & Burling LLP
One CityCenter
850 Tenth Street, N.W.
Washington, DC 20001
Email: mrosenstein@cov.com

8.6. 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.

8.7. Amendment, Construction; Entire Agreement; Counterparts. This Agreement may not be amended except in a writing executed by both parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver or consent is sought. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement. This Agreement, together with the Security 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.

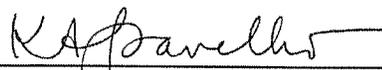
8.8. Guarantee. Sharee Parent acknowledges and agrees that it will derive substantial and direct and indirect benefits from providing the guarantee set forth in this Section 8.8. Sharee Parent absolutely and unconditionally guarantees to Sharer the performance of all Sharee’s obligations, covenants and agreements pursuant to and in accordance with the terms of this Agreement (and specifically including Sharee’s payment obligations set forth in Section 2.1(b) and Article 4 and indemnification obligations set forth in Section 5.3). For the avoidance of doubt, Sharee Parent guarantees timely disbursement of Sharer Auction Proceeds, timely payment of Sharee’s payment obligations under this Agreement and Sharee Parent shall promptly make all required disbursement or required payments to Sharer upon notice of Sharee’s failure to make timely disbursement or payments.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Channel Sharing and Facilities Agreement as of the date first set forth above.

SHARER:

WITF, INC.

By: 
Name: Kathleen Pavelko
Title: President and CEO

By: 
Name: William Lehr
Title: Chair of the Board of Directors of WITF, Inc.

SHARER:

WPMT, LLC

By: _____
Name:
Title:

SHARER PARENT:

TRIBUNE BROADCASTING COMPANY,
LLC, solely for purposes of Section 8.8

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have duly executed this Channel Sharing and Facilities Agreement as of the date first set forth above.

SHARER: WITF, INC.

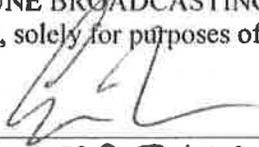
By: _____
Name: Kathleen Pavelko
Title: President and CEO

By: _____
Name: William Lehr
Title: Chair of the Board of Directors of WITF, Inc.

SHAREE: WPMT, LLC

By: 
Name: EDDIE LAZARUS
Title: SECRETARY

SHAREE PARENT: TRIBUNE BROADCASTING COMPANY,
LLC, solely for purposes of Section 8.8

By: 
Name: EDDIE LAZARUS
Title: SECRETARY

