

CHANNEL SHARING AGREEMENT

A copy of the Channel Sharing Agreement covering the instant application is attached. Certain confidential, proprietary information (including reference to a licensee that is no longer a party to the agreement) has been redacted from the Channel Sharing Agreement, and the schedules have not been included, as they contain confidential, proprietary information and are not germane to the Commission's consideration of this application. *See Application Procedures for Broadcast Incentive Auction Scheduled to Begin on Mar. 29, 2016*, Public Notice, 30 FCC Rcd. 11034 (2015) (explaining that the Commission "will allow applicants to redact confidential or proprietary terms" in CSAs submitted with LMS Form 2100). The applicant filed an unredacted version of the Channel Sharing Agreement with its FCC Form 177 application.

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

Schedule 1.2(a) – Auction Compliance and Communications Procedures

Schedule 2.1 – Engineering Plan

Schedule 3.1(b) – Shared Equipment

Schedule 3.1(d) – New Equipment

Schedule 3.1(l) – Permitted Liens

Schedule 3.7(b) – Operating Expenses

CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “**Agreement**”) is made as of January 11, 2016 (“**Effective Date**”) among (i) Connecticut Public Broadcasting, Inc. (“**Sharer**”), (ii) [REDACTED] and (iii) NRJ TV NY License Co., LLC and NRJ TV NY OpCo, LLC (collectively “**Sharee-WZME**” and, together with [REDACTED], the “**Sharees**”). The Sharer and each Sharee may be referred to herein individually as a “**party**” and collectively as the “**parties**”.

Recitals

A. Sharer holds the TV spectrum usage rights associated with the 6 MHz channel assigned to television broadcast station WEDW-TV, Bridgeport, CT (FCC Facility ID No. 13594), including its primary and all multicast streams (“**Sharer’s Station**”) pursuant to licenses issued by the Federal Communications Commission (the “**FCC**”);

B. [REDACTED] holds the TV spectrum usage rights associated with the 6 MHz channel assigned to television broadcast station [REDACTED], including its primary and all multicast streams [REDACTED] pursuant to licenses issued by the FCC;

C. Sharee-WZME holds the TV spectrum usage rights associated with the 6 MHz channel assigned to television broadcast station WZME-TV, Bridgeport, CT (FCC Facility ID No. 70493), including its primary and all multicast streams (“**Station WZME**” and together with [REDACTED], a “**Sharee’s Station**” or collectively, the “**Sharees’ Stations**”) pursuant to licenses issued by the FCC;

D. Sharer and the Sharees desire to (i) participate in the broadcast incentive auction (“**Incentive Auction**”) conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012)) 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 below) and this Agreement, all as set forth herein;

E. Assuming that any Sharee’s participation in the Incentive Auction as to such Sharee’s Station is Successful (as defined in Section 1.3(a)(ii) below) and Sharer is not Successful (as defined in Section 1.3(a)(i)), the parties intend, through this Agreement, to advance the channel sharing policy promoted by the FCC to encourage broadcaster participation in the Incentive Auction, and to establish the parameters for their respective participation in the Incentive Auction with the goals of (i) sharing the proceeds generated from such participation, (ii) each retaining an FCC license to broadcast and maintain MVPD carriage after the Incentive Auction, (iii) improving operational efficiencies post-Incentive Auction and, if possible, enhancing broadcast coverage.

F. In the event that any Sharee’s participation in the Incentive Auction as to such Sharee’s Station is Successful, then each Sharee that is Successful will relinquish the 6 MHz television channel currently assigned to it by the FCC in accordance with the Channel Sharing Rules (defined below), and will share with Sharer, and any other Successful Sharees, each pursuant to its own license, the 6 MHz

television channel assigned by the FCC to the Sharer's Station (the **"Shared Channel"**), which is currently exclusively licensed to Sharer;

G. In the event that the parties implement channel sharing under this Agreement, Sharer will lease, own and operate certain assets, including a lease for the transmitter located near Shelton, Connecticut (41° 16' 44" N 73° 11' 08" W) (the **"Transmitter Site"**), and other equipment necessary for use by Sharer and Sharee(s) in the operation of their television stations broadcasting on the Shared Channel (the **"Shared Equipment,"** and together with the Transmitter Site, the **"Transmission Facilities"**);

H. Sharer and Sharees desire to enter into an agreement with respect to the matters set forth herein, including to agree on how proceeds received from the Incentive Auction will be allocated between or among them, and to provide for joint use of the Shared Channel and Transmission Facilities; and

I. Sharer and Sharees intend for this Agreement to be in accordance with all written rules, policies or guidance promulgated by the FCC relating to channel sharing or the Incentive Auction, including (i) the FCC Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the **"Incentive Auction Order"**), (ii) the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 (**"Channel Sharing Order"**), (iii) the First Order on Reconsideration and Notice of Proposed Rulemaking, adopted June 11, 2015 (**"First Order"**), (iv) the Second Order on Reconsideration, adopted June 17, 2015 (**"Second Order"**), (v) the Guidance Regarding the Prohibition of Certain Communications During the Incentive Auction, Auction 1000, adopted October 6, 2015 (**"Communications Prohibition Guidance"**), (vi) the Application Procedures for Broadcast Incentive Auction Schedule to Begin on March 29, 2016, adopted October 15, 2015 (**"Auction Procedures"**) and (vii) the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (collectively, with all other current or subsequently adopted FCC rules, orders and public notices pertaining to channel sharing requirements, 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:

(a) If Sharer is Successful in the Incentive Auction, until the date Sharer provides written notice to Sharees of its Successful participation in the Incentive Auction;

(b) If Sharer is not Successful in the Incentive Auction and any Sharee is Successful in the Incentive Auction, in perpetuity unless earlier terminated in accordance with this Agreement.

(c) If any Sharee is not Successful in the Incentive Auction, with respect to that Sharee, until the first to occur of (i) the date the FCC notifies such Sharee that it is not a qualified bidder in the Incentive Auction or (ii) the date that such Sharee exits from the Incentive Auction.

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 who shall be authorized on behalf of the designating party to effect communications with the other parties hereto with respect to bids and bid strategies (the **“Bidding Liaison”**) 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 organizations and appropriate information barriers with respect to communications to third parties, as is consistent with FCC Communications Prohibitions.

1.3. Incentive Auction Participation.

(a) Sharer and each Sharee agrees to submit bids in the Incentive Auction to relinquish its spectrum and, in the case of each Sharee, commence channel sharing with Sharer, in accordance with the bid procedures set forth in *Schedule 1.3(a)* attached hereto. For purposes of this Agreement:

(i) **“Successful”** participation in the Incentive Auction by Sharer means that the FCC shall have issued a decision, order, public notice or other official public announcement designating Sharer’s Station’s bid as a “winning bid,” or otherwise stating that the FCC and Sharer are entering into a binding commitment pursuant to which the FCC will purchase Sharer’s spectrum usage rights in accordance with the terms of this Agreement, including the bid procedures and Reservation Price set forth in *Schedule 1.3(a)*, and the Channel Sharing Rules. In the event that the price offered to Sharer for relinquishment of the spectrum usage rights associated with Sharer’s Station falls below the Reservation Price set forth in *Schedule 1.3(a)* for Sharer’s Station, Sharer shall reject such price offer and exit the Incentive Auction. The Reservation Price may be modified only by prior mutual written agreement of all parties and LocusPoint Networks, LLC or an affiliate thereof (**“LPN”**); provided, however, no party shall request LPN’s consent during the Quiet Period. For purposes of this Agreement, **“Quiet Period”** means the period of time commencing on the deadline for submitting the FCC Applications (defined below) (**“Application Deadline”**) and ending on the date of the FCC’s public notice announcing the results of the Incentive Auction. No party shall take or fail to take any action that would reasonably be expected to result in the loss of the Sharer’s eligibility to participate in the Incentive Auction with Sharer’s Station.

(ii) **“Successful”** participation in the Incentive Auction by any Sharee means that the FCC shall have issued a decision, order, public notice or other official public announcement designating such Sharee’s Station’s bid as a “winning bid,” or otherwise stating that the FCC and such Sharee are entering into a binding commitment pursuant to which the FCC will purchase such Sharee’s spectrum usage rights in accordance with the terms of this Agreement, including the bid procedures and Reservation Price applicable to such Sharee’s Station set forth in *Schedule 1.3(a)*, and the Channel Sharing Rules, unless such Sharee, in its sole discretion, accepts a price below the

Reservation Price, in which case this Agreement shall remain in full force and effect if such Sharee is Successful in the Incentive Auction at such lower price, under the terms specified in *Schedule 1.3(a)* and *Schedule 1.3(b)*. The Reservation Price for any Sharee's Station may not be increased or decreased without the prior mutual written agreement of all parties and LPN; provided, however, no party shall request LPN's consent during the Quiet Period. No party shall take or fail to take any action that would reasonably be expected to result in the loss of any Sharee's eligibility to participate in the Incentive Auction with such Sharee's Station. All bids made pursuant to *Schedule 1.3(a)*, including bids below the Reservation Price, will be "Go Off-Air" bids.

(b) Allocation of Auction Proceeds. The parties shall allocate the monies received from any and all Sharees' Successful participation in the Incentive Auction (the "**Auction Proceeds**") pursuant to *Schedule 1.3(b)*. For clarification, the tax basis of the Sharer's or any Sharee's Station and any federal or state tax owed due to the characterization of this Agreement as an asset sale by any party will have no impact on the Auction Proceeds shared by the parties. These Auction Proceeds are pre-tax, other than any applicable state or local sales taxes mutually identified and agreed upon by all parties to this Agreement. If any Sharee is required by the FCC to establish an escrow from the Auction Proceeds for the purpose of paying FCC fines or FCC fees, or if the Auction Proceeds are subject to offset or holdback for debts owed to the FCC or United States or for any other reason solely related to such Sharee, such amounts would be withheld from such Sharee's percentage of such Auction Proceeds, and Sharer and any other Sharees shall be entitled to its full share of the gross Auction Proceeds free and clear of all liens, claims and encumbrances based on the final Successful bid amount.

1.4. Escrow of Auction Revenue.

(a) Each Sharee shall take all commercially reasonable steps to cause the Auction Proceeds to be deposited by wire transfer by the FCC directly into an escrow or trust account (each an "**Escrow Account**") established for such Sharee's Station with a financial institution mutually acceptable to Sharer and the applicable Sharee as escrow agent or trustee (the "**Escrow Agent**"). The Auction Proceeds shall be held in the Escrow Account and distributed pursuant to the terms and conditions of an escrow or trust agreement, dated on or before the Application Deadline, by and among the applicable Sharee, Sharer, LPN, any Qualified Intermediary (defined below) appointed pursuant to Section 1.5 hereof and the Escrow Agent, in substantially in the forms attached to this Agreement as *Schedule 1.4(a)* and *Schedule 1.4(b)* or such other standard form as may be required by the Escrow Agent and approved by the applicable Sharee, Sharer, LPN and the Qualified Intermediary (if applicable) (each an "**Escrow Agreement**"); provided, that if, for any reason, the Auction Proceeds for a Sharee's Station are not deposited by the FCC directly into the applicable Escrow Account, then such Sharee shall immediately (but not later than two (2) business days following receipt of the Auction Proceeds), remit the Auction Proceeds to such Escrow Account by wire transfer, without deduction, setoff or counterclaim. The parties shall cooperate and execute such documents as may be reasonably required to effect the deposit of the Auction Proceeds into the applicable Escrow Account in compliance with the Channel Sharing Rules and any other rules, orders and public notices adopted by the FCC and any other governmental authority. The escrowed funds for each Escrow Account shall be held as a trust fund and Sharer's portion of the Auction Proceeds held in such account shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party thereto. The Escrow Agreement shall provide that the Escrow Agent shall not distribute or release the escrowed funds from the Escrow Account except in accordance with joint written instructions signed by Sharer, the applicable Sharee, LPN and the Qualified Intermediary (if applicable) or as otherwise provided in the applicable Escrow Agreement.

(b) The Escrow Agreement for Sharee-WZME shall provide that any amounts to be disbursed by the Escrow Agent to Sharee-WZME shall be disbursed to account number [REDACTED] (the “**Sharee-WZME Account**”).

(c) Sharer, LPN and the Sharee who are parties to an Escrow Agreement shall be responsible for an equal portion of the fees charged and expenses incurred by the Escrow Agent for its services under such Escrow Agreement.

(d) Absent bad faith by any other party to the Escrow Agreement, each party covenants and agrees that it will not take any action or fail to take any action to delay disbursement of the Auction Proceeds from the applicable Escrow Account in accordance with the terms of this Agreement.

1.5. Tax Deferred Exchange.

(a) Tax Issues. The parties will cooperate with each other and work together in good faith to minimize the overall taxes due on the transactions described in this Agreement consistent with applicable law. Notwithstanding the foregoing, in no event shall any party be required to consent to any tax transaction not contemplated herein that would increase such party’s individual tax costs.

(b) Deferred Like-Kind Exchange. A 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, such 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 such Sharee’s intention to effect the deferred like-kind exchange by using such Qualified Intermediary. Sharer shall cooperate with all reasonable requests of such Sharee and the Qualified Intermediary in arranging and effecting the deferred like-kind exchange as one which qualifies under Code Section 1031; provided that Sharer, and any other Sharee shall not incur any federal income tax disadvantage as a result of its cooperation. Sharer and such Sharee shall take actions reasonably necessary to ensure that the Escrow Account qualifies as a “qualified escrow account” within the meaning of the IRS regulations. Without limiting the generality of the foregoing, Sharer shall execute such documents as, in such Sharee’s reasonable opinion, are appropriate and necessary to effect the transfer of Auction Proceeds and the transfer and conveyance of 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 1.5(b) shall not prevent, delay or be a condition to the channel sharing obligations set forth in this Agreement.

(c) A Like-Kind Acquisition. Similarly, Sharer may desire to effect an acquisition of property that is of “a like-kind” (within the meaning of Code Section 1031) in connection with the transfer and conveyance of the Shared Channel. In order to effect the deferred like-kind exchange, Sharer, at its sole option, may assign its rights under this Agreement to a Qualified Intermediary and may give written notice to each Sharee of its intention to effect a deferred like-kind exchange using such Qualified Intermediary. Each Sharee shall cooperate with all reasonable requests of Sharer and Sharer’s Qualified Intermediary in arranging and effecting the deferred like-kind exchange as one which qualifies under Code Section 1031; provided that no Sharee shall incur any federal income tax disadvantage as a result of its cooperation. Without limiting the generality of the foregoing, each Sharee shall, at Sharer’s request, transfer payment of the Auction Proceeds to Sharer’s qualified

intermediary rather than to Sharer, and each Sharee shall execute such documents as, in Sharer's reasonable opinion, are appropriate and necessary to effect such transfer to the qualified intermediary. The parties agree that any attempt to structure a transaction qualifying under Code Section 1031 pursuant to this Section 1.5(c) shall not prevent, delay or be a condition to the channel sharing obligations set forth in this Agreement.

(d) Use of Qualified Intermediary. Notwithstanding anything herein to the contrary, any party may effect a like-kind exchange under Section 1.5(b) or (c), as applicable, so long as any request does not impose any unreimbursed liabilities (including monetary obligations or costs) on any other party or LPN and so long as any party using such exchange arrangement is not released from any of its obligations under this Agreement. Any party electing to use such arrangement shall promptly reimburse the other parties for any third party costs reasonably incurred in connection with such arrangement, including as a result of any subsequent review of such tax election or any attendant tax consequences by any governmental authority.

1.6. Disputes over Allocation of Auction Proceeds. In the event of any dispute regarding the calculation of any party's allocation of Auction Proceeds, the parties shall cooperate in good faith to resolve any such dispute within fifteen (15) business days of the date when all Auction Proceeds resulting from a Sharee's Successful participation in the Incentive Auction have been deposited into the Escrow Account established for such Sharee's Station. In the event that the parties are able to resolve the dispute regarding the allocation of the Auction Proceeds with respect to all parties within such fifteen (15) business day-period, the parties shall jointly instruct the Escrow Agent to transfer the Auction Proceeds consistent with such resolution (without offset, deduction or counterclaim) by wire transfer of immediately available funds free and clear of all claims and interests of any person within five (5) business days after such resolution. In the event that the parties are unable to resolve the dispute regarding the allocation of the Incentive Auction proceeds with respect to one or more parties within such fifteen (15) business day-period, the parties shall resolve such dispute in accordance with the provisions of Article 6.

1.7. FCC Application to Participate in Auction. Sharer and each Sharee shall timely file and thereafter diligently prosecute FCC applications (each an **"FCC Application"**) as necessary for Sharer's Station and such Sharee's Station, as applicable, to participate in the Incentive Auction, agreeing to relinquish the channel of Sharer's Station and such Sharee's Station, respectively, and in the case of any Sharee's Station, to share Sharer's 6 MHz channel on the terms and subject to the conditions set forth in this Agreement. Prior to filing any FCC Application, each of the parties shall provide the other parties hereto a copy of its FCC Application for review prior to the Application Deadline. All parties shall timely file their FCC Application prior to the Application Deadline. Sharer shall timely provide Sharees with all certifications required of a sharer in the FCC Application. The parties shall cooperate in good faith with respect to the FCC Application and, to the extent permitted by the FCC Communications Prohibitions, the Incentive Auction, and each party shall promptly provide the others 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 all other parties of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Sharer shall furnish each Sharee with such information and assistance as that Sharee may reasonably request in connection with that Sharee's preparation of the FCC Application. No party shall take or fail to take any action that would reasonably be expected to result in the dismissal of any FCC Application without the prior written approval of the other parties. If any of the communications described in this Article 1 would be subject to the restrictions of the FCC Communications Prohibitions, then such communications shall be conducted between each party's

Bidding Liaison. Except as otherwise provided herein, no Sharee may withdraw its FCC Application or otherwise exit the Incentive Auction without Sharer's and any other Sharee's prior written consent.

1.8. Eligibility to Participate in Auction. Sharer and each Sharee represents that it is eligible to participate in the Incentive Auction and to conduct the channel sharing contemplated herein. The parties covenant and agree that no party or any of its affiliates shall take any action or fail to take any action that would be reasonably likely to render such party hereto as ineligible to participate in the Incentive Auction or to conduct channel sharing, each as contemplated hereby, including by entering into any transaction that would have the effect of impairing such eligibility.

Article 2: CAPACITY AND FCC LICENSES.

The terms of this Article 2 shall be effective only from and after the date (if any) (the "**Success Date**") that a Sharee's participation in the Incentive Auction is Successful, provided that this Agreement has not been terminated pursuant to Section 5.3(a)

2.1. Allocation of Channel Capacity. Pursuant to the Channel Sharing Rules, Sharer and each Sharee shall share channel capacity on the 6 MHz Shared Channel (19.39 Megabits per second ("**Mbps**") consistent with the capacity allocations set forth in *Schedule 1.3(b)* ("**Capacity Allocation**") and the engineering plan on *Schedule 2.1* (the "**Engineering Plan**"), which may be modified from time to time by mutual written agreement of the parties but which, at a minimum, shall provide that the Sharer Station and each Sharee Station shall retain spectrum usage rights adequate to ensure a sufficient amount of the shared channel capacity to allow it to provide at least one Standard Definition ("**SD**") program stream at all times. The parties shall meet and confer in good faith from time to time to review and revise the Engineering Plan, as mutually agreed. Sharer and the Sharees shall implement a mutually beneficial weighting system as allowed by the encoding pool. However, the intent of the parties is to share the capacity

of the capacity on the Shared Channel, while taking advantage of the software optimization technology of statistical multiplexing, or "**Stat Mux.**"). The parties shall cooperate to devise a system that produces the best results for each party with minimum picture degradation; provided, however that, in the event the parties are unable to agree on such a system, then the parties shall implement a fixed allocation of bits on the Shared Channel of an equal basis for their respective broadcast needs. Unless otherwise mutually agreed by the parties, the Shared Channel will be divided into three priority levels: Priority 1, Priority 2 and Priority 3. The initial Sharer and each initial Sharee must designate one of its allotted programming streams as Priority 1 for the Shared Channel and may similarly designate an allotted stream to each of Priority 2 and Priority 3 (each a "**Priority Programming Stream**"). The Priority Programming Streams will be reflected in the encoding pool maintained by Sharer.

2.2. Encoding. In order to take advantage of a Stat Mux pool, the Sharer and Sharees must implement a shared encoding pool. Each party shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with Section 2.1 and *Schedule 2.1*. Each party shall make all records of such encoding available to the others upon written request during normal business hours.

2.3. Changes to Allocation. In the event that a new standard of modulation is implemented by Sharer, the parties shall cooperate to allocate the available bandwidth on a basis consistent with the Capacity Allocation.

2.4. Commitment to Provide Capacity. During the Term and any Sharer Wind-Down Period specified in Article 5, Sharer shall transmit content provided by each Sharee using the Transmission Facilities. Except as provided herein, Sharer shall not alter the content provided by each Sharee; provided, however that Sharer may (a) encode, compress and/or modulate the content as required to multiplex together Sharer and Sharee content streams using the parameters agreed to in this Agreement, and (b) combine the Event Information Table (“**EIT**”) information and other information into a common Program and System Information Protocol (“**PSIP**”) format for transmission as agreed to in this Agreement; provided, however that with respect to the foregoing clauses (a) and (b), the content transmitted on the spectrum allocated to each Sharee shall be treated substantially in the same manner as the content of Sharer.

2.5. Capacity Use; Further Sharing Agreements

(a) Capacity Use. Sharer and each 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, 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 (collectively, the “**Communications Laws**”) and all other applicable laws), including, to the extent feasible and without further approval of any other party to this Agreement, (i) broadcasting one High Definition (“**HD**”) stream and/or multiple SD streams, and (ii) the right to air multicast streams or other licensed third party content, provided that a third party programmer (A) shall not have any rights of access to the Transmission Facilities without Sharer’s prior approval, which such approval shall not be unreasonably withheld, delayed or conditioned; (B) each Sharee shall be responsible for the capital or operating costs directly associated with adding its multiple program streams to the encoding pool; and (C) each Sharee shall remain responsible for its compliance obligations herein and any acts or omissions of a third party programmer.

(b) Further Sharing Arrangements. Sharer and each Sharee shall have the right to add to this Agreement up to two (2) other television broadcast stations as channel sharees within its Capacity Allocation (each a “**Further Sharing Partner**”), on terms and conditions as may be agreed by such Sharer or Sharee (as the case may be) (hereafter a “**Sub-Sharer**”) and the Further Sharing Partner in their sole discretion, with prior written notice to all other parties hereto, provided that the Sub-Sharer may assign its existing right to designate a program stream as Priority 1, Priority 2 or Priority 3 under Section 2.1, but may not offer any Further Sharing Partner any other program stream prioritization rights. In such notice, the Sub-Sharer shall notify the other parties as to (i) the amount of its Capacity Allocation to be made available for use by the Further Sharing Partner (“**Further Sharee Capacity Allocation**”) and (ii) any conditions precedent to the effectiveness of the Further Sharing Agreement negotiated between Sub-Sharer and Further Sharing Partner, including if required, FCC approval and the Priority Programming Stream assigned to the Further Sharee Capacity Allocation. Each Further Sharing Partner shall execute a joinder (“**Joinder**”) that will make it a Sharee under this Agreement, with the right to use the Capacity Allocation on the Shared Channel assigned to it by its Sub-Sharer if it is Successful in the Incentive Auction (as defined with respect to the Sharees in Section 1.3(a)(ii) above). The Sub-Sharer shall provide a copy of the executed Joinder to each party, which Joinder shall describe the Capacity Allocation and Capacity Allocation Percentage of the Sub-Sharer and Further Sharing Partner as a result of the Joinder. A Further Sharing Partner shall not have the right to further sharing with respect to its Further Sharee Capacity Allocation. Use of the Shared Channel by any Further Sharing Partner shall not (i) interfere with, degrade or otherwise adversely affect (A) the broadcast transmissions or operations of any other party to this Agreement or (B) the Transmission Facilities or the Shared Channel (ii) require any party (other than Sub-Sharer) to make

any capital expenditure or incur any operating cost not otherwise provided for under this Agreement or (iii) require the creation of any additional program stream prioritization rights under Section 2.1.

2.6. FCC Licenses.

(a) Authorizations. Each party shall maintain all main station FCC and any other material governmental licenses, approvals and authorizations necessary for its operations on its respective television station in full force and effect during the Term. Each party shall prepare, file and prosecute in good faith the necessary applications for FCC construction permits for its station in order to implement this Agreement, within the time period required by the FCC rules; and the parties shall cooperate in good faith to prepare, submit, and prosecute any other application(s) with the FCC that may be necessary to implement the sharing arrangement contemplated by this Agreement. No party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other parties.

(b) Compliance with Law. Each party shall comply with this Agreement and all applicable laws, including the Communications Laws, with respect to its ownership and operation of its station subject to this Agreement 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. The obligations of the parties under this Agreement are subject to the Communications Laws and all other applicable laws. In addition, Sharer and each Sharee that remains a party to this Agreement shall 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 control, supervise and direct the day-to-day operation of its own station (including that station's employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. No party shall hold itself out as the licensee of any other party's television station using the Shared Channel, and nothing in this Agreement shall give any party an ownership interest in any other party's station. No party shall use the call letters of any other party's station in any public medium with respect to the identification of its station or in a manner reasonably likely to cause confusion as to the ownership of any other party's station, except in correspondence with the FCC related to the performance of this Agreement.

(d) FCC Fees. Subject to Section 3.7(b), each party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its television station using the Shared Channel. The parties shall split any joint fees, if any, assessed by the FCC on the Shared Channel rather than the individual stations, based on the Capacity Allocation on the Shared Channel (expressed as a percentage of the total capacity of the licensed spectrum of the Shared Channel in Mbps as provided in *Schedule 1.3(b)*) ("**Capacity Allocation Percentage**") for each party. The parties will cooperate to make any FCC filings required to exempt any party who would otherwise be exempt from such joint fees (such as a non-commercial educational licensee), with the cost savings of such exemption passing through directly to the exempted party.

(e) Cooperation. Each party shall cooperate with one another in good faith as to any reasonable requests made by any other with respect to operation of and transition to the Shared Channel or the Transmission Facilities and no party shall take any action or which interferes with or is reasonably likely to interfere with another party's use of capacity on the Shared Channel or the Transmission Facilities, or fail to take any action which would have the same effect.

2.7. 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. Each Sharee shall be solely responsible for exercising must-carry and retransmission consent rights for such Sharee's Station or any other right of distribution. Neither Sharer nor any Sharee shall have any use, claim, or benefit of, or derive any carriage rights under or have any obligation under any carriage agreement of any other party. Neither Sharer nor any Sharee nor any Further Sharing Partner shall have any use, claim, or benefit of, or derive any carriage rights under or have any obligation under any carriage agreement of any other party hereto or any Further Sharing Partner. 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 promptly notify the other parties hereto and provide a copy of such petition.

Article 3: POST-AUCTION OPERATIONS

The terms of this Article 3: shall be effective only from and after the Success Date (provided that this Agreement has not been terminated in accordance with Section 5.3(a)).

3.1. Transmission Facilities. The parties agree to share Transmission Facilities on the terms herein and consistent with the Channel Sharing Rules for the operation of their respective stations.

(a) Transmitter Site Lease; Access to Shared Equipment. Subject to the requirements of the Sharer's lease for the Transmitter Site ("**Sharer Site Lease**"), Sharer shall provide each party with reasonable access to the Transmitter Site and the Shared Equipment in accordance with the access afforded under the Sharer Site Lease, including a right to ensure ongoing broadcast operations in the ordinary course consistent with past practice, *provided* that each party shall refrain from taking any action that shall disrupt or impair any other party's use of the Transmission Facilities. No party may make material alterations to the Transmission Facilities, or interfere with the business and operation of any other party's television station or another's use of such facilities without the prior written consent of the other parties. Except as provided in Section 2.5, each party may use the Transmission Facilities only for the operation of its television station in the ordinary course of business (including all purposes permitted under the Communications Laws and its station's FCC authorizations) and for no other purpose. Each party shall comply in all material respects with the terms of the Sharer Site Lease and with all federal, state and local laws applicable to its operations from the Transmission Facilities. Except as provided in Section 3.1(d), no party shall move, damage or interfere with the Transmission Facilities. Sharer shall designate and establish the "control point" at the Transmitter Site for use of the Shared Channel under applicable FCC rules. Each party shall be solely responsible for all costs associated with the delivery of its signal in a mutually agreeable format to the Transmitter Site (or such other location reasonably determined by the Sharer), where such signal will be encoded and sent for transmission.

(b) Shared Equipment. A list of all material items of Shared Equipment as of the Effective Date is attached hereto as *Schedule 3.1(b)*. The Shared Equipment as defined in this Agreement shall include any replacements of such items or additions thereto as mutually agreed by the parties from time to time in accordance with this Agreement.

(c) Shared Transmission Facilities. During the Term, Sharer shall (i) operate, maintain and repair the Transmission Facilities in accordance with good engineering practices customary in the television broadcasting industry ("**Good Engineering Practices**") (ii) keep the other parties reasonably informed as to all material repairs required to be made to such Transmission

Facilities; (iii) make timely utility payments required for the operation of the Shared Equipment; (iv) maintain the insurance specified in Section 3.1(j); and (v) comply with all laws applicable to the operation of the Transmission Facilities in all material respects. Title to the Shared Equipment shall remain with the Sharer. The parties will negotiate in good faith with the lessor for the Sharer Site Lease (“**Tower Owner**”) to amend the Sharer Site Lease to permit the parties to share use of the Transmission Facilities at the Transmitter Site and provide all parties access to the Transmission Facilities and the Transmitter Site, provided that Sharer, as current lessee under the Sharer Site Lease, shall use commercially reasonable efforts to obtain the foregoing access rights for each Sharee. If required by the Tower Owner, each party shall join as a party to the Sharer Site Lease or enter into a direct tower site lease with the Tower Owner (each a “**New Site Lease**”) for shared use of the Transmitter Site, provided that any fees charged by the Tower Owner with regard to a New Site Lease shall be considered Shared Costs under Section 3.7(a). Except as provided in Section 3.1(a) or elsewhere in this Agreement, no party shall move, damage or interfere with such Transmission Facilities without the consent of the other parties or to comply with such party’s obligations under this Agreement.

(d) Initial Capital Expenditures; Transmitter Modifications. The parties shall work together cooperatively and in good faith to identify and develop a cost estimate for any equipment purchases, equipment upgrades or other capital expenditures necessary for the parties to perform their respective obligations to commence channel sharing under this Agreement, a preliminary list of which is attached hereto as *Schedule 3.1(d)*, and it is intended that such list may be modified by mutual written agreement of the parties, and which shall include the implementation of the modifications to the Transmission Facilities set out on *Schedule 3.1(d)* in order to (i) accommodate the insertion of multiple program streams on the Shared Channel, including at least 3 HD streams, and (ii) implement facilities on any new channel assigned by the FCC to the Shared Channel in any television band repacking following the Incentive Auction. The costs allocated to such capital expenditures shall be shared by each of the parties in proportion to such party’s Capacity Allocation Percentage on the Shared Channel as provided in *Schedule 1.3(b)*. Capital expenditures required for the modifications shall be paid for in accordance with Section 3.7(b).

(e) Backup Transmitter and Technical Failures.

(i) Sharer does not currently have back-up transmission facilities in connection with the operation of the Sharer’s Station. In the event that the Transmission Facilities suffer an unexpected failure, such that Sharer or a Sharee’s Station must temporarily cease broadcasting or operate at reduced power levels, Sharer shall promptly notify each affected Sharee and shall use commercially reasonable best efforts, consistent with past practices, to repair the Transmission Facilities to return Sharer and the affected Sharee’s station, as quickly as practicable, to operations at its full authorized power.

(ii) The parties shall work together cooperatively and in good faith to develop and implement a backup transmitter plan (“**Back-Up Plan**”) that shall provide for a second, low-power transmitter of sufficient power to enable the Sharer’s Station and each Sharee’s Station to remain on the air at reduced power following a complete failure of the primary transmitter system (“**Back-Up Facilities**”), all in accordance with Good Engineering Practices, provided neither Sharer nor any Sharee shall have any liability to any other party for loss of revenue or other damages in connection with such backup transmitter. Any equipment required to operate the Back-Up Facilities shall be owned by Sharer and deemed Shared Equipment. Costs incurred by Sharer to establish,

operate and maintain the Back-Up Facilities will be considered Shared Costs and reimbursed as set forth in Section 3.7(b).

(f) Exclusive Equipment. Sharer and each Sharee shall maintain, repair and replace any equipment owned solely by such party (or its subsidiary or affiliate) located at the Transmitter Site in accordance with Good Engineering Practices. Title to all equipment (other than the Shared Equipment owned by Sharer) (the “**Exclusive Equipment**”) shall remain with that party, and no other party shall move, repair, damage or interfere with such Exclusive Equipment except in accordance with this Agreement or with the prior written consent of the other parties; provided that Sharer may access and operate any party’s Exclusive Equipment as reasonably needed in the event of an emergency in accordance with Good Engineering Practices. Each 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.

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

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

(i) Termination. Upon a reasonable time following any termination of this Agreement with respect to any Sharee following any commencement of channel sharing, such Sharee shall (i) vacate the Transmitter Site and any other Transmission Facilities, (ii) move all of its assets and employees (if any) from the Transmitter Site, (iii) surrender its rights to use the Shared Equipment, (iv) ensure the Shared Equipment is left in substantially the same condition existing on the date of commencement of the channel sharing contemplated by this Agreement (reasonable wear and tear excepted) and (v) return all keys and other means of entry to the Sharer or Tower Owner, in all cases subject to the terms of Section 3.1(a) and Section 5.3(f), as applicable. A termination of this Agreement with respect to one Sharee shall not cause a termination of this Agreement with respect to Sharer or any other Sharee.

(j) Insurance. Each party, at its own expense, shall maintain or cause to be maintained commercially reasonable insurance in the normal and customary amounts with respect to its use of the Shared Equipment and operations from the Transmission Facilities to enable it to meet its obligations created by this Agreement provided that each party shall provide certificates of insurance to any requesting party promptly upon request. All such insurance policies covering the Transmission Facilities shall contain a standard loss payable clause and shall be endorsed to provide that, in respect

of the interests of each party that (A) each party shall be an additional insured and loss payee, (B) thirty (30) days' prior written notice of any cancellation, reduction of amounts payable, or any changes and amendments shall be given to each party, and (C) each party shall have the right, but not the obligation, to pay any premiums due or to acquire other such insurance upon the failure of a party to pay the same or to so insure. In the event that any party at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto except to the extent that such failure would not have a material adverse effect on the operation of the Transmission Facilities, each party may, without waiving or releasing any obligation or liability of such party hereunder, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as such party deems advisable. All sums disbursed by Sharer (or any other party) in connection with this Section, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, to the party who advanced the funds.

(k) Shared Channel. When reasonably determined by the parties within the time required under the Channel Sharing Rules, taking into account all available extensions (which the appropriate party or parties shall request if reasonably necessary), Sharer shall cooperate with each Sharee to transition its station to the Shared Channel and the Transmission Facilities (and make any modifications necessary for the shared use under this Agreement). Unless otherwise provided by this Agreement, any out-of-pocket costs reasonably necessary to modify the Transmission Facilities for shared use under this Agreement shall be shared by the parties *pro rata* in accordance with the parties' Capacity Allocation Percentages, but each party shall otherwise be responsible for its own transition costs, including any cost to move to or install equipment at the Transmitter Site and any cost to discontinue duplicative transmission operations. Any out-of-pocket costs reasonably necessary to modify the Transmission Facilities for shared use under this Agreement shall be paid for in accordance with Section 3.7(a).

(l) Liens. No party may permit to exist any lien, claim or encumbrance on the Transmission Facilities; provided, however that the liens set forth on *Schedule 3.1(l)* shall be permitted to exist on the Transmission Facilities (the "**Permitted Liens**"). Sharer hereby represents and warrants to Sharees that the Permitted Liens are the only liens, claims or encumbrances existing on the date of this Agreement on the Transmission Facilities. If any lien is placed on the Transmission Facilities that is not a Permitted Lien, Sharer shall immediately remove such lien at its sole expense.

3.2. Shared Operating Plan.

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

- (i) Incorporate 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 each 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 3.1(d);

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

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

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

The parties shall agree upon a Shared Operating Plan as promptly as practicable, but in no event later than thirty (30) days following the Success Date for the Incentive Auction.

(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 3.9.

3.3. Interference. Each party shall use commercially reasonable efforts to avoid interference by its respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. No party shall make changes or installations at the Transmitter Site or any other shared facilities or enter into any third-party arrangement that could reasonably be expected to impair, degrade or interfere in any material respect with any other party's signal or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party or parties in writing and the interfering party shall take all commercially reasonable steps to correct such interference in all material respects as promptly as possible, and in any event within two days of notice of such interference.

3.4. Cooperation; Maintenance and Repair.

(a) Sharer shall be obligated to maintain and repair the Transmission Facilities in accordance with Good Engineering Practices and use best efforts to ensure that such equipment operates consistent with Good Engineering Practices and, in all events, within the technical parameters set forth on the 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 Percentage on the Shared Channel as provided in *Schedule 1.3(b)*. In the event of planned repairs to the Transmission Facilities, Sharer shall coordinate such repairs (and any related downtime) with any impacted Sharees, including by providing advance notice of such repairs, to the extent reasonably feasible. During the Term, Sharer shall (i) operate the Transmission Facilities in compliance with applicable law in all material respects; (ii) make timely utility payments for the Shared Equipment; and (iii) maintain the insurance specified in Section 3.1(j). Except as provided in Section 3.1(d) and 3.1(e) or elsewhere in this Agreement, no Sharee shall move, damage or interfere with the Transmission Facilities.

(b) In the event it is necessary for a party to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facilities so that another party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Transmitter Site or any other shared

facility, the non-requesting parties shall cooperate in a commercially reasonable manner. If necessary, the non-requesting parties shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facility, provided that the requesting party takes all reasonable steps to minimize the amount of time the non-requesting parties shall operate with reduced facilities and that the requesting party takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time convenient to the non-requesting parties.

3.5. Alteration to Transmission Facilities.

(a) 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. The parties will share in the costs to implement such modulation or technical changes *pro rata* in accordance with the parties' Capacity Allocation Percentages. In the event that such changes alter the available bandwidth of the Shared Channel, the parties shall cooperate to divide the available bandwidth following such modifications on a basis consistent with this Agreement.

(b) The parties shall discuss in good faith on an ongoing basis from time to time during the Term appropriate future capital expenditures that may be reasonably necessary or desirable to improve, upgrade or otherwise alter the Transmission Facilities.

(c) If there are more than two parties to this Agreement, and parties who hold a majority of the Shared Channel spectrum capacity agree to make an investment to upgrade or replace the Transmission Facilities which would benefit all parties using the Shared Channel, the installation costs shall be allocated in proportion to each party's Capacity Allocation Percentage (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 in accordance with this Agreement. For clarity, in the event that parties to this Agreement who hold a majority of the Shared Channel spectrum capacity desire to make such an investment, all parties to this Agreement using the Shared Channel will be required to share in the costs of such investment according to each party's Capacity Allocation Percentage.

(d) If there are two parties to this Agreement, and both parties agree to make an investment to upgrade or replace the Transmission Facilities which would benefit all parties using the Shared Channel, the installation costs shall be allocated in proportion to each party's Capacity Allocation Percentage (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 in accordance with this Agreement.

(e) In the event one party wishes to make an investment to upgrade or replace the Transmission Facilities that would only be to the benefit of any investing parties, and the other party or parties do not wish to participate, the investing party shall have the right to purchase and install the desired equipment, at its sole cost and expense, and shall retain title to such equipment after the termination or expiration of this Agreement, provided that (i) such equipment is not reasonably expected to (A) interfere with or materially adversely affect the Transmission Facilities, the Shared Channel or other operations of Sharer's Station or either Sharee's Station (or require another party to make a material change in its operations) or (B) degrade the signal of any other party, (ii) the ongoing maintenance and repair of such equipment does not place an undue or disproportionate burden on any

party, (iii) the investing party shall be responsible for the installation and maintenance of such equipment, which shall be undertaken in accordance with Good Engineering Practices, and (iv) such installation is permitted by the Sharer Site Lease or otherwise approved by the Tower Owner thereunder.

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

3.6. Force Majeure. No party shall be liable to any other party for any failure or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

3.7. Payment Terms.

(a) Relocation and Repacking Costs. Sharer will timely seek reimbursement from the TV Broadcaster Relocation Fund (or other appropriate governmental authority) for the costs of relocating the Sharer's Station to a new channel as a result of the FCC's repacking process following the Incentive Auction, provided that Sharer shall provide each Sharee with a draft copy of any reimbursement requests at least ten (10) business days prior to filing any request with the FCC, and further provided that in the event any Sharee objects to any of the requested reimbursements, such disputes shall be resolved pursuant to Section 6.2. Each Sharee shall pay Sharer in proportion to that Sharee's Capacity Allocation Percentage on the Shared Channel 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 (or other appropriate governmental authority). Any costs incurred by a Sharee associated with its 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 Sharer's Station will be borne solely by that Sharee. Sharer shall seek reimbursement from the TV Broadcaster Relocation Fund (or other appropriate governmental authority) before incurring such capital expenditures; provided, the parties may jointly agree to pre-fund capital expenditures in accordance with an invoice (together with reasonable supporting documentation) from Sharer which reflects each Sharee's estimated *pro rata* portion of such expenditures based on its Capacity Allocation Percentage. Sharer shall not be obligated to incur capital expenditures for the required modifications until it has received the funds from the TV Broadcaster Relocation Fund or if the parties agree to pre-fund from the Sharees. In the event of any shortfalls in the required modification costs on the one hand and the reimbursed and pre-funded amounts on the other hand, each party will pay for its *pro rata* share of such shortfall. In the event the actual costs of the capital expenditures is less than the amount Sharer receives from the TV Broadcaster Relocation Fund and any pre-funded payments, Sharer shall reimburse each Sharee for its *pro rata* portion of such overages in accordance with the parties' Capacity Allocation Percentages. To the extent any reimbursement is solely available to non-commercial educational broadcasters, then such reimbursements shall pass directly to the non-commercial educational broadcasters.

(b) Ongoing Shared Costs. Each Sharee shall reimburse Sharer for its *pro rata* share (based on its Capacity Allocation Percentage) of the out-of-pocket costs reasonably incurred by

Sharer in the ordinary course of business in accordance with this Agreement, including payment of any FCC fees as set forth in Section 2.6(d) (“**Shared Costs**”). *Schedule 3.7(b)* lists the categories of costs that the parties agree to share under this Agreement.

(c) Funding of Costs. Within thirty (30) days following the completion of the Shared Operating Plan, and prior to the end of each calendar year thereafter during the Term, the parties shall cooperate in good faith to develop and agree on an estimated annual budget (broken down by quarters to account for periodic costs) for the ordinary course operational costs described in Section 3.7(b) (the “**Budget**”). Within thirty (30) days following the completion of the Shared Operating Plan and on or prior to the first day of each calendar quarter thereafter during the Term, each Sharee shall disburse to Sharer an amount equal to its *pro rata* share (based on its Capacity Allocation Percentage) of the Budget for the upcoming calendar quarter. Once per calendar year during the Term, the parties shall true up the difference between Sharer’s actual operating expenses incurred in accordance with Section 3.7(b) and the quarterly amounts prepaid by each Sharee to Sharer pursuant to this Section, and all appropriate parties shall make prompt payments to the others in the amount of any such differences. In accordance with such true up, Sharer shall provide each Sharee with reasonably requested supporting documentation for its expenses incurred. Each Sharee shall reimburse Sharer for its *pro rata* share (based on its Capacity Allocation Percentage) of the out-of-pocket costs reasonably incurred by Sharer in accordance with this Agreement with respect to non-routine costs within thirty (30) days after invoice (provided that such invoice includes reasonable supporting documentation).

(d) Uninsured Costs. Any uninsured repair or replacement cost that is reasonably necessary to maintain the operation of the Transmission Facilities as contemplated by this Agreement shall be shared *pro rata* in accordance with each party’s Capacity Allocation Percentage, provided, that the parties approve any such cost in advance in writing, which approval shall not be unreasonably withheld, delayed or conditioned.

(e) Loss of Tax Benefits. Sharer is a not-for-profit 501(c)(3) corporation and is exempt from taxes. If, as a result of the sharing of spectrum and facilities hereunder, taxes are imposed on the Shared Equipment or any part of the Transmission Facilities which Sharer is exempt from (such as state and/or local real property, personal property and/or sales taxes), these taxes shall be passed onto and shared by any Sharee who is not a tax exempt not-for-profit 501(c)(3) corporation in proportion to each non-exempt party’s Capacity Allocation.

3.8. Regulatory Obligations. Each party shall use commercially reasonable efforts to ensure ongoing operations of its Station subject to this Agreement, consistent with past practice and in a manner compliant with the Communications Laws. Such commercially reasonable efforts shall include, at minimum, prompt notice to the other parties of material communications to and from the FCC that may relate to a station’s technical operations and coordination to minimize any necessary disruptions to operations that may affect any station subject to this Agreement. Each party shall be responsible for compliance with provisions of the Communications Laws pertaining to their respective programming, personnel, finances and regulatory reporting obligations.

3.9. 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 an officer or employee 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 any party may reasonably request (but no less frequently than once every year),

upon appropriate notice, to assess and modify the Shared Operating Plan in good faith in order to address technological, logistical or marketplace changes that may affect the Transmission Facilities, ongoing shared costs of 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 and the Engineering Plan and to make any adjustments to such technical parameters that the Principal Liaisons deem necessary or advisable in good faith 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.

3.10. Modifications to Site Lease.

(a) Sharer shall not, without the prior written consent of all parties to this Agreement, surrender the leasehold estate created by the Sharer Site Lease or terminate or cancel the Sharer Site Lease, either orally or in writing.

(b) Sharer shall not, without the prior written consent of parties to this Agreement who collectively hold a majority of the Shared Channel spectrum capacity, modify, change, supplement, alter or amend the Sharer Site Lease, either orally or in writing, provided that Sharer may enter into:

(i) amendments, supplements or modifications to the Sharer Site Lease that do not (A) have a material adverse effect on the use, value or operation of the Transmission Facilities or (B) change material terms of the Sharer Site Lease, (which material terms include access to the Transmission Facilities, material charges or changes related to the Transmission Facilities, assignment and termination rights), or (C) waive or release any of its rights or remedies under the Sharer Site Lease; or

(ii) extensions of the term of the existing Sharer Site Lease at the then-current rate and terms;

(c) Notwithstanding anything contained in the Sharer Site Lease, Sharer shall not further sublet any portion of the leasehold estate created by the Sharer Site Lease except as permitted under Section 2.5.

(d) Sharer shall promptly deliver to each Sharee copies of any and all amendments, supplements, modifications, changes or other alterations to the Sharer Site Lease which are entered into pursuant to this Section 3.10.

3.11. Sale of Shared Equipment. Sharer shall not, without the prior written consent of a parties to this Agreement who collectively hold a majority of the Shared Channel spectrum capacity, sell, license, convey, assign or otherwise dispose of any Shared Equipment, provided that the foregoing shall not prohibit the sale in the ordinary course of business of worn-out, obsolete, surplus or unnecessary equipment, and further provided that the proceeds from any sale of Shared Equipment shall be distributed to the parties according to their Capacity Allocation Percentage.

Article 4: ALLOCATION OF RISK

4.1. Representations and Warranties of Each Party. Each party hereto represents and warrants to the other parties 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 incorporation or place of formation, as applicable; (b) it has full power and authority and has taken all company 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) other than filings with the FCC and as required by the Sharer Site Lease, the execution, delivery and performance of this Agreement by such party does not require the consent, approval or authorization, or filing with, any third party (including any lender) or any court or governmental authority; (e) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; and (f) it has obtained all FCC and any other material governmental licenses, approvals and authorizations necessary for its operations on its station as currently operated by it.

4.2. Additional Representations, Warranties and Covenants of Sharer and Sharees.

(a) By Sharer. In addition to the foregoing, Sharer represents and warrants to each Sharee as of the Effective Date, as follows: (a) it is the sole owner of the Transmission Facilities; (b) it has disclosed all mortgages, pledges, liens, or security interests that encumber the Transmission Facilities; (c) the Transmission Facilities conform in all material respects to all applicable statutes, ordinances and regulations relating to their construction, use and operation; and (d) 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 and the Transmission Facilities are not subject to eminent domain, condemnation or similar proceedings. During the Term, Sharer shall maintain the Sharer Site Lease in full force and effect and shall comply with such lease and not breach or default thereunder. Sharer represents and warrants to Sharees that it has provided Sharees with a true, complete and correct copy of the Sharer Site Lease. During the Term, Sharer shall promptly provide Sharees with true, complete and correct copies of all amendments or modifications to the Sharer Site Lease (or any replacement thereof). During the Term, if Sharer loses its rights in the Transmitter Site for any reason, then Sharer and Sharees shall promptly cooperate in good faith to develop and implement a plan to replace such site. After the Success Date, all site relocation costs for the Shared Channel during the Term shall be shared on a *pro rata* basis by the parties in accordance with each party's respective Capacity Allocation Percentage.

(b) By [REDACTED]. In addition to the foregoing, [REDACTED] represents and warrants to Sharer that the execution, delivery and performance by [REDACTED] of this Agreement, including the relinquishment of the 6 MHz television channel currently assigned to [REDACTED] by the FCC, the payment of a portion of the Auction Proceeds to Sharer in exchange for rights to utilize the Shared Channel upon such relinquishment as required by this Agreement and the other transactions contemplated herein will not violate any provision of any credit facility, indenture or any other material debt instrument (each a "**Debt Instrument**") to which [REDACTED] is a party or bound. The Auction Proceeds owed to Sharer by [REDACTED] under this Agreement upon Successful participation in the Incentive Auction by [REDACTED] (the "**Sharer Proceeds**") are not required to be used to make any mandatory prepayment, asset sale offer or other similar provision under any Debt Instrument to which [REDACTED] is a party or bound. To the extent [REDACTED] or any of its affiliates (i) requests any acknowledgements, confirmations or similar agreements in connection with the release of liens securing the obligations under any Debt Instrument to which [REDACTED] or any of its affiliates is a party or bound or (ii) receives any instruments of termination, satisfaction or release

evidencing the release of any liens securing the obligations under any Debt Instrument to which [REDACTED] or any of its affiliates is a party or bound, in each case, in connection with any other channel sharing and facilities agreement or other similar agreement, in each case, related to the Incentive Auction, [REDACTED] agrees that Sharer will be entitled to receive and will receive similar treatment with respect to the Sharer Proceeds as is requested or given with respect to the release of any liens on proceeds provided to any party under any other channel sharing and facilities agreement or other similar agreement related to the Incentive Auction that [REDACTED] or any of its affiliates is a party or by which it is bound.

(c) Sharee-WZME covenants and agrees that it shall not amend, modify or change in any manner adverse to the interests of the Sharer any term or condition of the Consent and Agreement, dated as of January 11, 2016, among Sharee-WZME, DBO Media Finance LLC, as administrative agent and collateral agent, the lenders party thereto and the other parties party thereto without the consent of the Sharer.

4.3. Indemnification.

(a) General Indemnification. Subject to Section 4.4, Sharer and each Sharee shall indemnify, defend and hold each of the other parties to this Agreement harmless from and against any and all loss, liability, cost and expense, including reasonable attorneys' fees (collectively, "**Losses**"), arising from: (i) any breach of any representation or warranty made by it under this Agreement; (ii) any failure to comply with the covenants and obligations to be performed by it under this Agreement; (iii) 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) the negotiation and execution of any Joinders to this Agreement by such party's Further Sharing Partners (provided that any indemnity under this Section 4.3(a)(iv) shall not extend to such Further Sharing Partner's exercise of rights as a Sharee under this Agreement), as applicable.

(b) Specific Indemnification. Subject to Section 4.4, and without limiting the terms of Section 4.3(a), each Sharee shall indemnify, defend and hold each of the other parties to this Agreement harmless from and against any and all Losses arising from the termination by that Sharee of its current transmitter site lease(s).

(c) Programming Indemnification. Subject to Section 4.4, and without limiting the terms of Section 4.3(a) or Section 4.3(b), each party shall indemnify, defend and hold each of the other parties to this Agreement harmless from and against any and all Losses arising from or related to the operation of its television station using the Shared Channel and the content broadcast on such station, including without limitation Losses 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.

(d) Indemnification Procedures. The party seeking indemnification hereunder will (i) give the indemnifying party written notice of the relevant claim, (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of such claim, and (iii) give the indemnifying party the right to control the defense and settlement of any such claim, except that the indemnifying party shall not enter into any settlement without the indemnified party's prior written approval. The indemnified party shall have no authority to settle any claim on behalf of the indemnifying party.

4.4. 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. SHARER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY SHAREE'S STATION, AND EACH SHAREE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO SHARER'S STATION. EXCEPT AS PROVIDED IN THIS AGREEMENT, NO PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY RESULTING FROM ANOTHER PARTY'S OWNERSHIP OR OPERATION OF ITS RESPECTIVE STATION ON THE SHARED CHANNEL.

4.5. Indemnification. The parties' obligations under Sections 4.3 and 4.4 shall survive any termination of this Agreement.

Article 5: OPERATING BREACH; MATERIAL BREACH; TERMINATION AND OTHER REMEDIES

5.1. Operating Breaches. The following shall constitute an "**Operating Breach**" for purposes of this Agreement:

(a) Any breach by Sharer or any Sharee of its obligations (i) under the following Sections of this Agreement: Section 2.1, Section 2.2, Section 2.3, Section 3.3 or Section 3.5 or (ii) under any other provision of this Agreement which breach results in the degradation of any party's signal or impairment of any party's ability to broadcast on the Shared Channel pursuant to the terms of this Agreement, which remains uncured for at least thirty (30) days after delivery of written notice of such Operating Breach to such breaching party;

(b) Any breach by Sharer of its obligations (i) under the following Sections of this Agreement: Section 2.4, Section 3.1(a), Section 3.1(c), Section 3.1(e) or Section 3.4(a) or (ii) under any other provision of this Agreement which breach impairs Sharee's rights to access the Transmission Facilities, which remains uncured for at least thirty (30) days after delivery of written notice of such Operating Breach to Sharer; or

(c) The failure to pay any monies owed to any other party under this Agreement (i) within forty five (45) days of the due date or (ii) on a systemic basis (as evidenced by payments which are more than thirty (30) days past due on at least three (3) occasions during any calendar year).

(d) Any notice of an Operating Breach must be provided in writing and describe such Operating Breach with reasonable specificity. A courtesy copy of any such notice shall be delivered to all parties to this Agreement (whether or not any such party is the subject of such breach).

5.2. Remedies for Operating Breaches.

(a) Operating Breach by any Sharee. In the event of an Operating Breach by any Sharee,

(i) Sharer may take remedial actions to cure the breach on Sharee's behalf, the cost of which shall be borne solely by such Sharee; or

(ii) Sharer or the non-breaching Sharee may take the dispute to binding arbitration, pursuant to Section 6.3.

(b) Operating Breach by Sharer. In the event of an Operating Breach by Sharer:

(i) One or more Sharees may take the dispute to binding arbitration, pursuant to Section 6.3; or

(ii) One or more Sharees may exercise their Self-Help Rights (as defined below).

(c) Self-Help. Beginning fourteen days after any Sharee delivers notice of an Operating Breach to Sharer, one or more Sharees may, at its or their joint option and without any interference or objection from Sharer, have as a remedy (in addition to the other rights and remedies set forth in this Agreement or available at law or in equity) 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, including without limitation making any maintenance or repairs to the Transmission Facilities (“**Self-Help Rights**”), subject to any applicable law and regulations, including the Communications Laws, and subject to reimbursement of its reasonable and documented out-of-pocket expenses by the Sharer and the other Sharee in proportion to their respective Capacity Allocation Percentages; provided that any such actions shall be undertaken by appropriately experienced individuals and in a manner consistent with Good Engineering Practices, and permitted by the Sharer Site Lease or the Tower Owner thereunder. Notwithstanding any other provision herein, no Sharee shall:

(i) 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 entity holding FCC licenses for stations subject to this Agreement;

(ii) assign, lease, pledge, sell or otherwise transfer any of the Shared Equipment or Sharer’s interests in the Sharer Site Lease while exercising its Self-Help Rights; or

(iii) 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 Sharer Site Lease except as permitted under this Agreement or unless a subsequent Operating Breach occurs that continues uncured for thirty (30) days after written notice to Sharer.

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

(a) During or After Incentive Auction.

(i) This Agreement will terminate automatically in the event that Sharer is Successful in the Incentive Auction, as defined above.

(ii) This Agreement will terminate automatically with respect to any Sharee that is not Successful in the Incentive Auction, as defined above.

(iii) This Agreement will terminate automatically in the event that no Sharee is Successful in the Incentive Auction, as defined above.

(b) FCC Conditions. If the FCC imposes a condition on the approval of this Agreement that (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 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 prior written notice, any party may elect to submit the matter to binding arbitration pursuant to Section 6.3, 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. 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 of this Agreement, any party may terminate this Agreement by providing written notice to the other parties.

(c) Procedures for Material Breach. Subject to Section 5.3(d) and Section 5.3(e), any party may terminate this Agreement in the event of a Material Breach (as defined below) by any other party and subject to the following terms and conditions:

(i) a “**Material Breach**” means (A) an Operating Breach that results in a fundamental impairment of another party’s ability to broadcast its programming on the Shared Channel or (B) a default of a payment obligation hereunder in excess of \$25,000 which has been uncured for at least 45 days after delivery of written notice of such payment deficiency.

(ii) a non-breaching party shall have provided at least 45 days prior written notice of such Material Breach to the party in alleged Material Breach, describing such Material Breach with reasonable specificity (with a courtesy copy of any such notice delivered to all parties to this Agreement, whether or not any such party is the subject of such breach), and complied or stood ready to comply with the procedures set forth in Section 6.2; and

(iii) such Material Breach shall have been determined and declared by binding arbitration, pursuant to Section 6.3.

(d) Material Breach by any Sharee. In the event of a Material Breach by any Sharee:

(i) following arbitration, if a Sharee is declared to be in Material Breach of this Agreement, Sharer or the non-breaching Sharee may terminate this Agreement solely with respect to the breaching Sharee by written notice to such breaching Sharee, provided that such notice of termination shall not take effect for a period of one hundred and eighty (180) days (the “**Sharee Wind-Down Period**”) in order for the breaching Sharee to make the appropriate filings with the FCC and/or make alternative channel sharing arrangements with a third party. A courtesy copy of the termination notice shall also be delivered to any other parties to this Agreement;

(ii) during the Sharee Wind-Down Period and any arbitration period, Sharer shall continue to transmit content provided by the breaching Sharee using the Transmission Facilities, provided that Sharer may (i) reduce the spectrum allotted to such Sharee under the then-current Engineering Plan so that such Sharee only retains spectrum usage rights adequate to allow it to provide one SD program stream, and (ii) reallocate such reduced spectrum usage rights (A) with respect to any

Sharee (other than a Further Sharing Partner) to Sharer and any non-breaching Sharee on a *pro rata* basis in accordance with their respective Capacity Allocation Percentages or (B) with respect a Further Sharing Partner, to its respective Sub-Sharer; and

(iii) at the end of the Sharee Wind-Down Period, Sharer and the non-breaching Sharee(s) shall have no further obligations to such breaching Sharee under this Agreement (except for any obligations that expressly survive termination).

(e) Material Breach by Sharer. In the event of a Material Breach under this Agreement by Sharer:

(i) following arbitration, if Sharer is declared to be in Material Breach of this Agreement, any Sharee may terminate this Agreement with respect to Sharer by written notice, provided that such notice of termination shall not take effect for a period of one hundred and eighty (180) days (the “**Sharer Wind-Down Period**”) in order for Sharer and Sharees to make the appropriate filings with the FCC and/or make alternative channel sharing arrangements with a third party. Any Sharee may exercise all Self-Help Rights during such period. A courtesy copy of the termination notice shall also be delivered to any other Sharees;

(ii) during the Sharer Wind-Down Period and any arbitration period, Sharer shall continue to transmit content provided by Sharees using the Transmission Facilities. If requested by any Sharee, Sharer will (i) reduce the spectrum allotted to Sharer’s Station under the then-current Engineering Plan so that Sharer only retains spectrum usage rights adequate to allow it to provide one SD program stream, and (ii) reallocate such reduced spectrum usage rights to the Sharees on a *pro rata* basis in accordance with their respective Capacity Allocation Percentages; and

(iii) at the end of the Sharer Wind-Down Period, this Agreement will terminate and from and after such termination date, Sharer shall have no further obligations to any party under this Agreement (except for any obligations that expressly survive termination).

(f) Loss of License. During the Term, any party may elect to surrender its FCC license and terminate its participation in this Agreement subject to the terms below. If such surrender and termination are made by any party other than a Further Sharing Partner, then prior to making such election, such party shall provide the parties a reasonable opportunity to acquire a *pro rata* portion of such interest and its rights under this Agreement on fair market terms prior to any such termination. If the FCC authorization for any party’s station is revoked, involuntarily relinquished, involuntarily withdrawn, rescinded, canceled, not renewed or otherwise lost, and the FCC order providing for such action is a Final Order (including upon completion of the Sharee Wind-Down Period or the Sharer Wind-Down Period), then simultaneously therewith such party’s rights in this Agreement shall terminate, the spectrum usage rights associated with such party’s station shall revert to the other parties on a *pro rata* basis and such party’s Capacity Allocation shall be automatically reallocated to the remaining parties, all in accordance with their respective Capacity Allocation Percentages; provided, however, the spectrum usage rights and other rights and obligations in this Agreement held by any Further Sharing Partner shall accrete and revert to its respective Sub-Sharer. The parties shall make and prosecute such FCC filings and take such further actions as may be reasonably necessary to permit the applicable parties to assume (and thereafter be the holder of) the portion of the forfeited spectrum they are entitled to under this Agreement. 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 has not been reversed, stayed, enjoined, set aside, annulled or suspended; 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 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.

(g) Transfer of Sharer Site Lease and Shared Equipment. Unless otherwise agreed to by the parties, in the event this Agreement is terminated as to Sharer, one or more Sharees may elect to take the place of Sharer and manage the Transmission Facilities for the Shared Channel. In order to accomplish such substitution, Sharer agrees to assign and such Sharee will assume, the Sharer Site Lease (subject to any required approval of the Tower Owner) and its rights and obligations as Sharer under this Agreement. Such Sharee that will be the new host shall also acquire title to the Shared Equipment from Sharer for two-thirds of then-current book value. All conveyances and assignments by Sharer pursuant to this Section shall be free and clear of liens, claims and encumbrances. Sharer also agrees to promptly remove its Exclusive Equipment from the Transmitter Site.

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

(i) 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, Sections 3.7, 4.3, 4.4, 4.5, 5.3(f), 5.3(g), 7.1 (and the confidentiality obligation set forth in Section 7.2(a)), 7.3 and all other provisions related to obligations to pay expenses shall survive any termination of this Agreement.

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, 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 discussions are unsuccessful, upon mutual agreement of the parties, the matter may be submitted to a mutually agreeable 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. All proceedings and decisions of a Special Master under this Section 6.2 shall be deemed Confidential Information of each party hereto in accordance with Section 7.1, subject to applicable law

(c) Arbitration. If the parties are unable to resolve an issue in consultation with the Special Master in a timely manner, any 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 or the breach hereof shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its applicable Procedures for Large, Complex Commercial Disputes, and judgment on the award rendered by the arbitrator(s) shall be binding on the parties and may be entered in any court having jurisdiction thereof. The seat of the arbitration shall be New York. The arbitrators will be selected in the manner prescribed by AAA rules from a panel of persons having experience with and knowledge of broadcast television and the FCC rules applicable thereto. The parties shall equally split the costs of such arbitrator, provided, however, that the arbitrator may award any such portion of the arbitration costs and fees (including attorneys’ fees) to the prevailing party or parties as it deems equitable. All proceedings and decisions of any arbitration under this Section 6.3 shall be deemed Confidential Information of each party hereto in accordance with Section 7.1, subject to applicable law.

6.4. Preliminary Relief. In addition to any other available remedies, any party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Any 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).

6.5. Remedies; 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 any party to comply with the terms of this Agreement, the other parties 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. The prevailing party in an action or proceeding brought to enforce the performance or compliance of any provision of this Agreement may recover its arbitration costs and reasonable attorneys’ fees and costs from the non-prevailing party or parties.

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 each Sharee and their respective businesses and properties that is disclosed by one party to another in connection with the negotiation, execution or performance of this Agreement, including without limitation any financial information (collectively, “**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, a party may disclose Confidential Information of any 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 (i) evaluating and consummating the transactions contemplated by this Agreement and (ii) facilitating a party’s performance hereunder, provided that such 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 and their advisors, provided such prospective investor agrees to be bound by a non-disclosure agreement with Sharer or a Sharee, as appropriate;

(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; or

(d) to one or more prospective Further Sharing Partners and their advisors, provided such prospective Further Sharing Partner agrees to be bound by a non-disclosure agreement with the applicable Sub-Sharer.

The parties acknowledge that each 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 2.6(a), with confidential information redacted, to the extent permitted by the Channel Sharing Rules.

7.2. Information.

(a) Each party shall provide the other parties, on a confidential basis, with copies of any FCC notice of violation or notice of apparent liability, or any other material written notice from the FCC or any other governmental entity, that it receives with respect to the technical operations of its station that subject to this Agreement. Sharer shall provide each Sharee with copies of any notices it receives or delivers from the Tower lessor(s) with respect to the Sharer Site Lease, Transmitter Site or any back-up site.

(b) If any 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 promptly provide written notice of such proceeding to the other parties hereto and provide all information with respect thereto as reasonably requested by the other parties.

(c) If any 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 promptly provide written notice of such proceeding to the other parties and provide all information with respect thereto as reasonably requested by the other parties.

7.3. Fees and Expenses. 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 in Section 1.5 and Section 2.5(b), no party may assign all of its rights and obligations under this Agreement without the prior written consent of the other parties hereto, except that (i) Sharer shall assign this Agreement to any FCC-approved assignee or transferee of Sharer's Station in connection with any assignment of FCC licenses or transfers of control with respect to Sharer's Station who assumes this Agreement, in a

writing delivered to the other parties to this Agreement, (ii) each Sharee shall assign this Agreement to any FCC-approved assignee or transferee of that Sharee's Station in connection with any assignment of FCC licenses or transfers of control with respect to that Sharee's Station who assumes this Agreement in a writing delivered to the other parties to this Agreement, and (iii) any party may assign this Agreement to an entity controlling, controlled by or under common control with such party upon written notice to (but without need for consent from) the other parties. For the avoidance of doubt, no party shall sell, transfer, convey or assign all or substantially all of the non-license assets of its station subject to this Agreement to an unaffiliated third party without the main station FCC licenses for such station and the obligation to assign this Agreement to any such assignee or transferee. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. Except as provided in Section 2.5, no 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 parties hereto. Notwithstanding anything to the contrary herein, each party may collaterally assign its rights in this Agreement to its lender.

7.5. Third Party Beneficiaries. Under a pre-existing agreement with LPN (or an affiliate thereof), Sharer has agreed to share Auction Proceeds with LPN. LPN thus has an interest in the successful effectuation of this Agreement, and is an intended third party beneficiary of this Agreement with respect to a portion of the Auction Proceeds. As such, with respect to its portion of the Auction Proceeds, LPN shall have the exclusive right to enforce this Agreement as if it were the Sharer. Except for LPN's rights noted above, 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 permitted successors and assigns.

7.6. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Laws. Except as provided in Section 5.3(b), 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.

7.7. 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:	Connecticut Public Broadcasting, Inc. 1049 Asylum Avenue Hartford, CT 06105 Attention: Meg Sakellarides Facsimile No.: (860) 275-7479 Email: msakellarides@cptv.org
---------------	--

With a copy (which will not constitute notice) to:

Schwartz, Woods & Miller

2001 L Street, N.W., Suite 900A
Washington, D.C. 20036-4940
Attention: Steven C. Schaffer
Facsimile No. (202) 833-2351
Email: schaffer@swmlaw.com

With a copy (which will not constitute notice) to:

LocusPoint Networks, LLC
Pleasanton Corporate Commons
6200 Stoneridge Mall Road, Suite 300
Pleasanton, CA 94588
Attention: Ravi Potharlanka
Facsimile: (925) 399-6001
Email: ravi@locuspointnetworks.com

if to [REDACTED]:

[REDACTED]

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

[REDACTED]

with a copy to:

[REDACTED]

if to Sharee-WZME:

NRJ TV NY OpCo, LLC
722 S. Denton Tap Road, Suite 130
Coppell, TX 75019
Attention: Ted Bartley
Facsimile No.: None
Email: ted@nrjventures.com

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

Wiley Rein LLP

1776 K Street, NW
Washington, DC 20006
Attention: Ari Meltzer and Jessica Rosenthal
Facsimile No.: (202) 719-7049
Email: ameltzer@wileyrein.com and JRosenthal@wileyrein.com

7.8. Relationship of the Parties. The parties to this Agreement are independent contractors. No 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, any 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.

7.9. Amendment. 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.

7.10. 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.

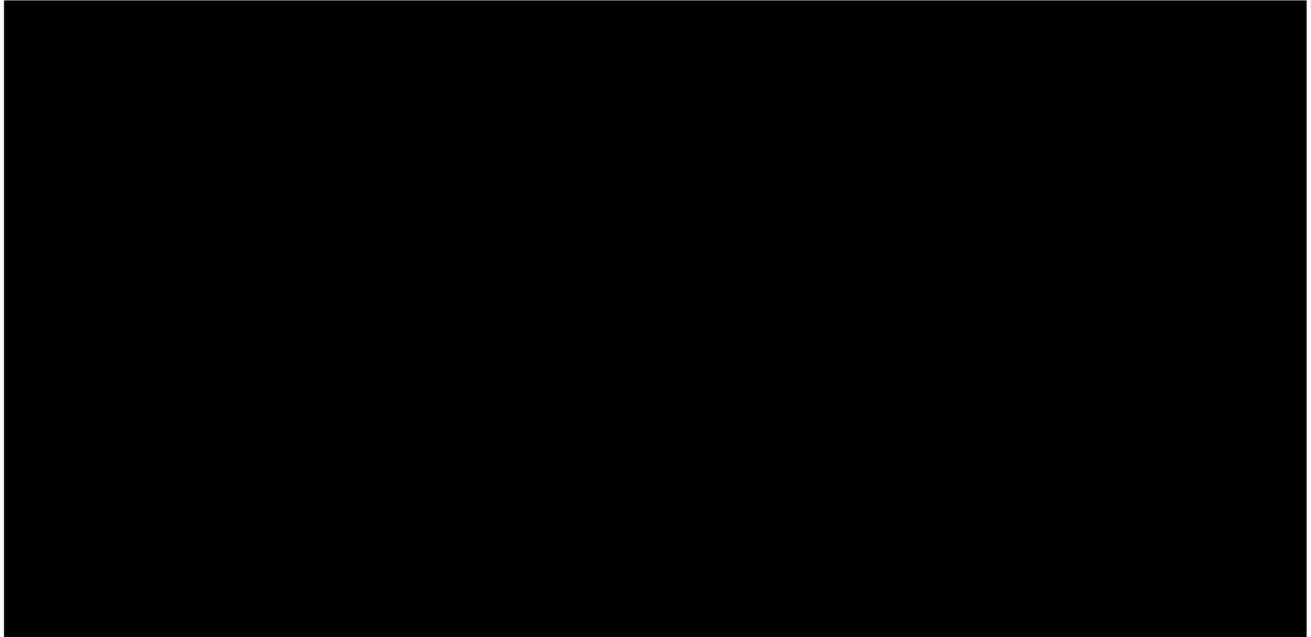
7.11. Entire Agreement; Counterparts. This Agreement (together with all Schedules and Exhibits hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. No party shall be authorized to act as agent of or otherwise represent the other parties to this Agreement. 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.

13933898

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL AND FACILITIES SHARING AGREEMENT

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



SHARER-WZME:

NRJ NY License Co., LLC

By: _____

Name:

Title:

And

NRJ TV NY OpCo, LLC

By: _____

Name:

Title:

SHARER:

Connecticut Public Broadcasting, Inc.

By: _____

Name:

Title:

SIGNATURE PAGE TO CHANNEL AND FACILITIES SHARING AGREEMENT

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

SHAREE-WZME:

NRJ NY License Co., LLC

By: Ted B. Bartley

Name: Ted B. Bartley

Title: Chief Executive Officer

and

NRJ TV NY OpCo, LLC

By: Ted B. Bartley

Name: Ted B. Bartley

Title: Chief Executive Officer

SHARER:

Connecticut Public Broadcasting, Inc.

By: _____

Name:

Title:

SIGNATURE PAGE TO CHANNEL AND FACILITIES SHARING AGREEMENT

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



SHAREE-WZME:

NRJ NY License Co., LLC

By: _____

Name:

Title:

and

NRJ TV NY OpCo, LLC

By: _____

Name:

Title:

SHARER:

Connecticut Public Broadcasting, Inc.

By: _____

Name: meg Sakellides

Title: Chief Financial officer

JOINDER AGREEMENT

January 11, 2016

To each of the Notice parties listed on *Attachment 2*

Ladies and Gentlemen:

Reference is made to that certain Channel Sharing and Facilities Agreement, dated as of January 11, 2016 (the “**Agreement**”), by and among (i) Connecticut Public Broadcasting, Inc. (“**Sharer**”), (ii) [REDACTED] (iii) NRJ TV NY License Co., LLC and NRJ TV NY OpCo, LLC (collectively “**Sharee-WZME**”). The Sharer and each Sharee may be referred to herein individually as a “**party**” and collectively as the “**parties**”. Capitalized terms used herein and not defined have the meanings ascribed to them in the Agreement.

WHEREAS, Section 2.5(b) of the Agreement permits Sharer, [REDACTED] and Sharee-WZME the right to add up to two (2) other television broadcast stations as channel sharees under the Agreement within its Capacity Allocation on the Shared Channel by providing notice to the other parties;

WHEREAS, Sharer has decided to allocate a portion of its Capacity Allocation on the Shared Channel for use by sister television station WEDY (Channel 41), New Haven, Connecticut (FCC Facility ID No. 13595) which is also owned by Sharer (“**Station WEDY**”) in the event Station WEDY is “Successful” in the Incentive Auction;

WHEREAS, Sharer desires to execute this “Joinder” in order to permit Station WEDY to utilize a portion of Sharer’s Capacity Allocation on the Shared Channel;

NOW THEREFORE, by executing below, Sharer hereby confirms and agrees as follows:

1. If Sharer is not Successful with respect to Station WEDW (as provided in Section 1.3(a)(i) of the Agreement and Sharer is Successful with respect to Station WEDY (as defined in *Attachment 1* hereto), Sharer will share a portion of its Capacity Allocation on the Shared Channel with Station WEDY by adding Station WEDY as an additional Sharee station on the Shared Channel in accordance with *Attachment 1* (“**WEDY Allocation**”). The Capacity Allocation, Capacity Allocation Percentage, Priority Programming Stream and other conditions under which Station WEDY will become a channel sharee under the Agreement are set forth in *Attachment 1* hereto.
2. By executing below, Sharer (both with respect to Station WEDW (as the Sharer) and with respect to Station WEDY (as a Sharee and Further Sharing Partner) agrees and confirms that (i) it hereby joins as a party to the Agreement with respect to Station WEDY, (ii) it will have the Capacity Allocation, Capacity Allocation Percentage, and Priority Programming Stream set forth in *Attachment 1*, (iii) with respect to Station WEDY, it

will have all rights and obligations of a Further Sharing Partner under the Agreement and will be liable for the payment and performance obligations of Station WEDY under the Agreement with respect to the WEDY Capacity Allocation Percentage, and (iv) the representations and warranties required to be made by “Sharees” under Section 4 of the Agreement are true and correct in all material respects with respect to Station-WEDY.

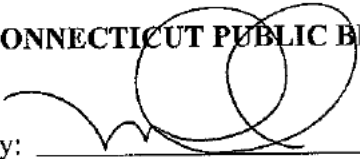
3. Sharer, on behalf of Station WEDY, agrees that use of the Shared Channel by Station WEDY shall not (i) interfere with, degrade or otherwise adversely affect (A) the broadcast transmissions or operations of any other party to the Agreement or (B) the Transmission Facilities or the Shared Channel, (ii) require any party (other than Sharer) to make any capital expenditure or incur any operating cost not otherwise provided for under the Agreement, or (iii) require the creation of any additional program stream prioritization rights under Section 2.1 of the Agreement.

[SIGNATURE PAGE FOLLOWS]

[Signature Page to Joinder Agreement to Channel Sharing Agreement]

IN WITNESS WHEREOF, Sharer has executed this Joinder on behalf of Station WEDW and Station WEDY as of the date first above written.

CONNECTICUT PUBLIC BROADCASTING, INC.

By: 
Name: Meg S-Kellardes
Title: Chief Financial Officer

ACKNOWLEDGED:

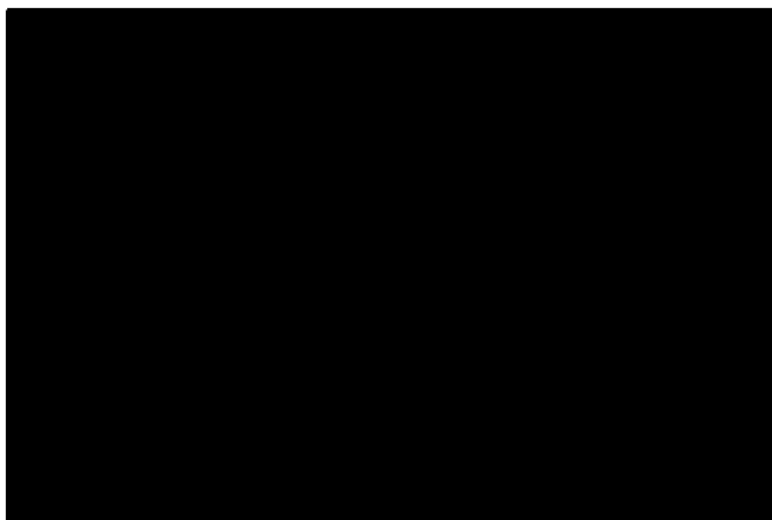
NRJ NY LICENSE CO., LLC

By: _____
Name: _____
Title: _____

NRJ TV NY OPCO, LLC

By: _____
Name: _____
Title: _____

and



[Signature Page to Joinder Agreement to Channel Sharing Agreement]

IN WITNESS WHEREOF, Sharer has executed this Joinder on behalf of Station WEDW and Station WEDY as of the date first above written.

CONNECTICUT PUBLIC BROADCASTING, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

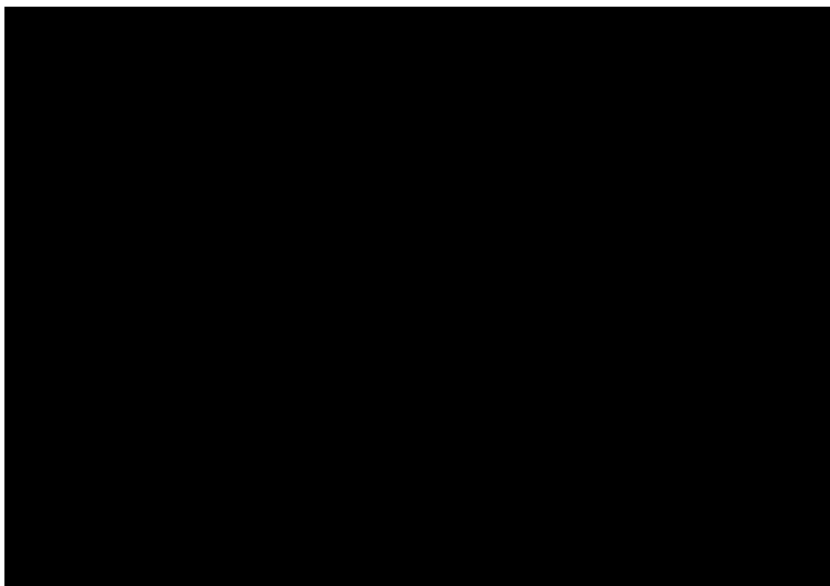
NRJ NY LICENSE CO., LLC

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

NRJ TV NY OPCO, LLC

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

and



[Signature Page to Joinder Agreement to Channel Sharing Agreement]

IN WITNESS WHEREOF, Sharer has executed this Joinder on behalf of Station WEDW and Station WEDY as of the date first above written.

CONNECTICUT PUBLIC BROADCASTING, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

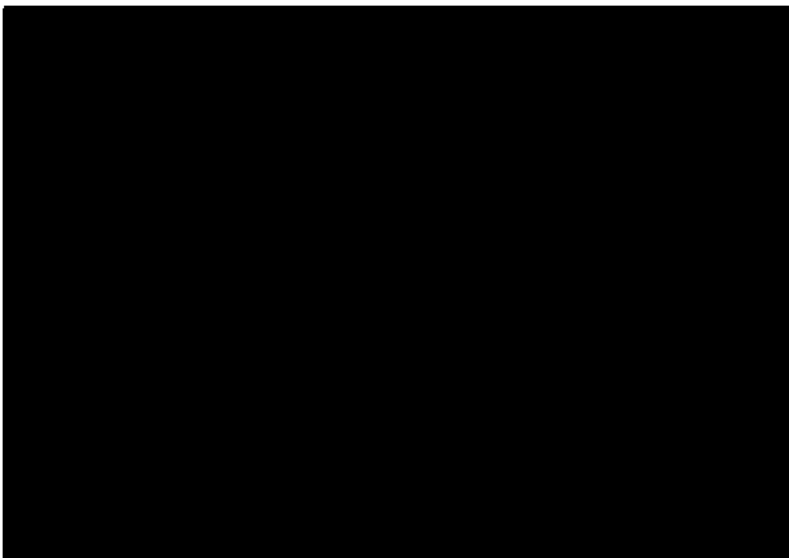
NRJ NY LICENSE CO., LLC

By: _____
Name: _____
Title: _____

NRJ TV NY OPCO, LLC

By: _____
Name: _____
Title: _____

and



ATTACHMENT 1

In the event Sharer is “Successful” in the Incentive Auction (as defined below) with respect to Station WEDY, Station WEDY shall receive (from Sharer’s post-Incentive Auction allotment), the Capacity Allocation and have the Capacity Allocation Percentage and Priority Programming Stream provided below:

	Station WEDY Bandwidth and Cost Allocation (CPB)
WEDY Capacity Allocation	1.615 Mbps
WEDY Capacity Allocation Percentage for Station WEDY	8.33%
WEDY Priority Programming Stream	Priority Stream #3 (from Station WEDW Priority Programming Stream):

“**Successful**” participation in the Incentive Auction by Station WEDY means that the FCC shall have issued a decision, order, public notice or other official public announcement designating Station WEDY’s bid as a “winning bid,” or otherwise stating that the FCC and Sharer are entering into a binding commitment pursuant to which the FCC will purchase Sharer’s spectrum usage rights for Station WEDY.

In the event Sharer is NOT “Successful” in the Incentive Auction with respect to Station WEDY (as defined above), this Agreement will automatically terminate with respect to Station WEDY on the first to occur of: (i) the date the FCC notifies Sharer that Station WEDY is not a qualified bidder in the Incentive Auction or (ii) the date that Station WEDY exits from the Incentive Auction. Upon such termination, the WEDY Capacity Allocation, WEDY Capacity Allocation Percentage and WEDY Priority Programming Stream will revert back to Sharer.

ATTACHMENT 2

Notice Parties:

[REDACTED]

[REDACTED]

[REDACTED]

and

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

Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Attention: Ari Meltzer and Jessica Rosenthal
Facsimile No.: (202) 719-7049
Email: ameltzer@wileyrein.com and JRosenthal@wileyrein.com