

UNABLE TO CONSTRUCT CHANNEL RESOLUTION AGREEMENT

This Unable to Construct Channel Resolution Agreement (“Agreement”) is entered into as of September 13, 2017 by and among Greater Washington Educational Telecommunications Association (“WETA”), Maryland Public Broadcasting Commission (“MPT”) and HME Equity Fund II, LLC.

RECITALS

1. WETA is a nonprofit community organization and the licensee of noncommercial educational television station WETA-TV, FCC Facility ID No. 65670, Washington, DC; WETA was granted “Unable to Construct” status by the Federal Communications Commission (“FCC”) for its post-auction-transition facility on Channel 14. *See* FCC File No. 0000024862 (the “WETA Unable to Construct”).

2. MPT is an agency of the State of Maryland and the licensee of noncommercial educational TV broadcasting stations that comprise the statewide public television network in Maryland, including noncommercial educational television stations WCPB, WFPT, WMPT, and WMPB; MPT holds construction permits issued by the FCC authorizing it to operate post auction facilities as follows:

WCPB, Facility ID No. 40618, Salisbury, Maryland on Channel 21. *See* FCC File No. 0000025176
WFPT, Facility ID No. 40626, Frederick, Maryland on Channel 21. *See* FCC File No. 0000025177
WMPT, Facility ID No. 65942, Annapolis, Maryland on Channel 31. *See* FCC File No. 0000025178
WMPB, Facility ID No. 65944, Baltimore, Maryland on Channel 22. *See* FCC File No. 0000025181

3. HME Equity Fund II, LLC (“HME”) is the licensee of digital Class A station WMJF-CD, FCC Facility ID No. 191262, Towson, Maryland, and holds a construction permit issued by the FCC authorizing it to operate a post-auction-transition facility on Channel 23. *See* FCC File No. 0000026743 (the “WMJF Permit”).

4. There is no available TV channel that will permit unilateral resolution of WETA’s Unable to Construct status in compliance with coverage requirements of the Spectrum Act and the FCC’s rules and regulations. Discussions among the FCC and counsel and consulting engineers for WETA, have resulted in a channel resolution that requires the mutual cooperation and agreement of WETA, MPT and HME.

5. WETA, MPT and HME desire to file contingent applications seeking channel reassignments and/or technical upgrades in the FCC’s First Priority Window (which is set to close on September 15, 2017), for the purpose of serving the public interest by resolving WETA’s Unable to Construct status, and for the mutually beneficial purposes of improving MPT’s statewide public television coverage and upgrading HME’s WMJF facilities, all as set forth in the attached Engineering Exhibit (the “Channel Resolution Facilities”).

AGREEMENT

The parties agree as follows:

1. WETA agrees to commission, at its own cost and expense (subject to FCC reimbursement pursuant to the Spectrum Act), the engineering for post-auction-transition applications for

WETA, MPT and HME as set forth in the attached Engineering Exhibit and provide such engineering to MPT and HME as soon as feasibly possible and no later than September 13, 2017.

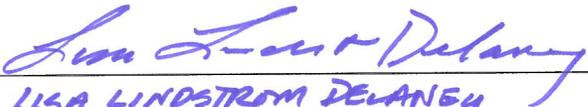
2. WETA agrees to commission, at its own cost and expense (subject to FCC reimbursement pursuant to the Spectrum Act), revised Form 2100, Schedule 399s for WETA, MPT and HME that reflect the additional expenses related to the implementation of the Channel Resolution Facilities and to provide draft Form 2100 minor change applications and 399s to MPT and HME as soon as feasibly possible.
3. WETA agrees to coordinate with FCC staff regarding appropriate reimbursement procedures for the Channel Resolution Facilities, at its own cost and expense (subject to FCC reimbursement pursuant to the Spectrum Act), and to provide information on such reimbursement procedures to MPT and HME.
4. WETA, MPT and HME agree to review the applications for their respective Channel Resolution Facilities and file their respective applications before the close of the First Priority Window on September 15, 2017.
5. WETA, MPT and HME agree to review the revised Schedule 399s for their respective Channel Resolution Facilities and file their respective revised 399s at appropriate times consistent with FCC rules.
6. To the extent that the FCC does not approve the revised Schedule 399s for WETA, MPT and HME, and allocate reimbursement funds accordingly, WETA shall be responsible for and promptly pay any reasonable costs incurred by MPT and HME, as set forth in the Schedule 399s commissioned by WETA, that are unreimbursed by the FCC; provided that MPT and HME shall have the right to seek administrative and legal review of such FCC action failing to reimburse MPT and HME, with the reasonable costs of such action to be paid by WETA. WETA and MPT agree to jointly approach CPB and other parties with regard to possible grant funding for any reasonable costs related to the Channel Resolution Facilities that are ultimately not approved by the FCC for reimbursement to WETA and MPT, provided that WETA shall serve as fiscal agent for grant funding and further provided that all such grant funding approaches are at WETA's cost and expense.
7. WETA, MPT and HME acknowledge that it is in the public interest and in their mutual interest to seek the Channel Resolution Facilities as set forth in the Engineering Exhibit that their agreements reflected in Sections 1 thru 6 in this Agreement serve as consideration for this Agreement. Aside from the agreements reflected in Sections 1 thru 6 of this Agreement, no other consideration has been received or promised by or to WETA, MPT and HME in connection with this Agreement.
8. WETA, MPT and HME each warrant and represent that this Agreement has been approved by such action as is required under their respective governing documents.
9. Each of WETA, MPT and HME shall file a copy of this Agreement with the FCC as part of their respective applications for Channel Resolution Facilities (or provide a copy of the Agreement to the FCC by other means as may be requested by the FCC).
10. All of the parties agree that they will take all steps that are reasonably required to effectuate this Agreement and to obtain FCC approval for the Channel Resolution Facilities and for the requested FCC reimbursement for the costs of implementing the Channel Resolution Facilities,

unless such actions would have a material adverse effect on the party declining to take such action.

11. This Agreement may not be amended except by an instrument in writing signed on behalf of WETA, MPT and HME. This Agreement constitutes the entire agreement and understanding of WETA, MPT and HME and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than WETA, MPT and HME and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page.

Agreed:

GREATER WASHINGTON EDUCATIONAL TELECOMMUNICATIONS ASSOCIATION,
INC.


By: *LISA LINDSTROM DELANEY*
Title: *SVP and General Counsel*

MARYLAND PUBLIC BROADCASTING COMMISSION

By:
Title:

HME EQUITY FUND II, LLC

By:
Its:
Title:

unless such actions would have a material adverse effect on the party declining to take such action.

11. This Agreement may not be amended except by an instrument in writing signed on behalf of WETA, MPT and HME. This Agreement constitutes the entire agreement and understanding of WETA, MPT and HME and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than WETA, MPT and HME and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page.

Agreed:

GREATER WASHINGTON EDUCATIONAL TELECOMMUNICATIONS ASSOCIATION,
INC.

By:
Title:

MARYLAND PUBLIC BROADCASTING COMMISSION



By: *Larry D. Unger*
Title: *Pres & CEO*

HME EQUITY FUND II, LLC

By:
Its:
Title:

unless such actions would have a material adverse effect on the party declining to take such action.

11. This Agreement may not be amended except by an instrument in writing signed on behalf of WETA, MPT and HME. This Agreement constitutes the entire agreement and understanding of WETA, MPT and HME and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than WETA, MPT and HME and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page.

Agreed:

GREATER WASHINGTON EDUCATIONAL TELECOMMUNICATIONS ASSOCIATION,
INC.

By:
Title:

MARYLAND PUBLIC BROADCASTING COMMISSION

By:
Title:

HME EQUITY FUND II, LLC

A handwritten signature in blue ink, appearing to read "J. M. Cole", is written over a horizontal line.

By:
Its:
Title:

FINAL TELEVISION CHANNEL ASSIGNMENT INFORMATION RELATED TO INCENTIVE AUCTION REPACKING

Proposed Revisions to the Technical Parameters for Post-Auction Table of Allotments

FacID	Site	Call	Ch	RC	PC	City	St	Lat	Lon	RCAMSL	HAAT	ERP	DA	AntID	Az
65670		WETA-TV	31	14	27	WASHINGTON	DC	385701	770446	327	257	1000	ND		
65942		WMPT	21	31	42	ANNAPOLIS	MD	390037	763632	309.1	284	1000	ND		
65944		WMPB	22	22	29	BALTIMORE	MD	392650	764647	464.4	307	90	DA		0
40626		WFPT	28	21	28	FREDERICK	MD	391538	771844	304.3	156	71.3	DA	87776	0
40618		WCPB	16	21	28	SALISBURY	MD	382309	753531	166.2	154	320	DA		0
191262		WMJF-CD	23	23	39	TOWSON	MD	392410	763611	212	0	15	DA	1001517	110

RC - Repack channel assigned in the original release of the Table of Allotments