

**CHANNEL SHARING AGREEMENT**

A copy of the Channel Sharing Agreement covering the instant application is attached. The exhibit has not been included, as it contains confidential, proprietary information and is 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 excluded exhibit is identified below and will be made available to the Commission upon request:

Exhibit 1 – Shared Equipment

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<sup>1</sup> On October 16, 2017, the call sign for this station will change to WEDQ(TV).

## CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT ("Agreement") is made as of October 8, 2017 (the "Effective Date") between University of South Florida Board of Trustees ("Sharee") and Florida West Coast Public Broadcasting, Inc. ("Sharer").

### RECITALS

A. Sharee owns and operates television broadcast station WUSF-TV, Tampa, Florida (Fac. ID 69338), including its primary and all multicast streams ("Sharee's Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Sharer is the licensee of television broadcast station WEDU(TV), Tampa, Florida (Fac. ID 21808), including its primary and all multicast streams ("Sharer's Station"), pursuant to licenses issued by the FCC.

C. Sharee has participated in the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012)) which is known as FCC Auction 1001 ("Incentive Auction") under the Channel Sharing Rules (as defined below), and will be relinquishing spectrum usage rights associated with the Sharee's Station FCC license back to the FCC, and the parties intend to share on a jointly licensed basis the 6 MHz channel assigned to Sharer's Station by the FCC ("Shared Channel"), which is currently exclusively licensed to Sharer. On its FCC Form 177, Sharee stated that it intended to enter into a post-auction channel sharing agreement, and thus Sharee's Station is authorized to enter into the present Agreement.

D. Simultaneously with the execution of this Agreement, Sharer and Sharee have executed an Assignment Agreement ("Assignment Agreement") for the assignment of the Sharee's Station FCC license to Sharer, subject to the consent of the FCC ("Station Assignment Transaction").

E. Sharer and Sharee desire to set forth their agreement with respect to the manner in which the Shared Channel and shared facilities are to be jointly used and operated. Specifically, the parties will operate certain assets, including the transmission equipment located at the existing Sharer's Station transmitter site ("Transmitter Site") and other equipment necessary for channel sharing that will be used by the parties in the operation of their respective television stations broadcasting on the Shared Channel (the "Shared Equipment" as set forth in Exhibit I attached hereto, and together with the Transmitter Site, the "Transmission Facilities").

F. Sharer and Sharee affirm that this Agreement, and the related transactions and procedures hereunder, shall be executed consistent with the requirements of the FCC's Orders and Public Notices in GN Docket No. 12-268 and in ET Docket No. 10-235, including: (i) the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 ("Channel Sharing Order"), (ii) FCC Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the "Incentive Auction 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 (“Omnibus Order”), (v) the Second Order on Reconsideration, adopted October 21, 2015 (“Second Order”), (vi) the Public Notices adopted in MB Docket No. 16-306 and GN Docket No. 12-268, released January 27, 2017 (the “Transition Public Notices”), (vii) the Report and Order adopted in GN Docket No. 12-268, MB Docket No. 03-185, and MB Docket No. 15-137, released on March 24, 2017 (the “Expanded Sharing Order”), (viii) the Public Notice adopted in AU Docket No. 14-252, GN Docket No. 12-268, WT Docket No. 12-269, and MB Docket No. 16-306, released on April 13, 2017 (the “Auction Closing Public Notice”), and (ix) the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (clauses (i) through (ix), together with all other current or subsequently adopted FCC rules, orders and public notices pertaining to channel sharing, the “Channel Sharing Rules”). This Agreement contains all of the provisions required under Section 73.3700(h)(5).

## **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, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (“Term”) will begin on the Effective Date and unless extended or earlier terminated in accordance with this Agreement, will extend for one (1) calendar year, after which all rights to use the Shared Channel shall revert to Sharer.

2. Compensation for Channel Sharing. The Station Assignment Transaction shall serve as the sole compensation from Sharee to Sharer in consideration for entering into this Agreement.

3. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, Sharer shall allocate the use of bandwidth on the 6 MHz Shared Channel (or 19.39 Megabits per second (“Mb/s”) as allocated under the current ATSC system) in an amount to be determined by Sharer at its sole discretion (and as may change from time to time), provided that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the shared channel capacity to allow it to provide at least one Standard definition (SD) program stream at all times.

4. FCC Licenses.

(a) Authorizations. The parties each respectively represent and warrant to the other that it has obtained all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective station. Both parties shall maintain all such licenses, approvals and authorizations in full force and effect during the Term, provided that Sharee may relinquish any studio-transmitter links and other auxiliary licenses that it deems unnecessary for operation under this Agreement. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party.

(b) Filing Applications. Within five (5) business days of execution of this Agreement, Sharee shall prepare, file on a timely basis, and prosecute in good faith, an application

for a construction permit to operate on a shared basis on the Shared Channel (the "CP Application"). The parties shall initiate operations on a shared basis on the Shared Channel on a mutually agreeable date after the CP Application has been granted. Within five (5) days of Sharee commencing transmission on the Shared Channel, Sharee and Sharer shall file the necessary applications with the FCC to obtain licenses for their use of the Shared Channel. Each party will provide to the other party a copy of its application(s) prior to filing with the FCC. No party shall make any filing with the FCC for a construction permit or covering license for the Shared Channel without the prior written consent of the other party, not to be unreasonably conditioned, delayed or denied.

(c) Costs and Fees. Sharer shall be responsible for all fees and costs associated with this Agreement and, within ten (10) days of invoice by Sharee, shall reimburse all legal fees and FCC filing fees incurred by Sharee in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement.

#### 5. Transmission Facilities.

(a) Operations. Sharer shall designate and establish the "control point" for both stations under applicable FCC rules. Sharee shall cause the programming for Sharee's Station to be delivered in a mutually agreeable format to Sharer's control point, where such programming will be encoded and sent to the Transmission Facilities for transmission. Sharee may use the Shared Equipment only for the operation of Sharee's Station in the ordinary course of business and for no other purpose. Both the Sharer and Sharee shall comply in all material respects with all federal, state and local laws applicable to their operations from the Transmission Facilities, including, without limitation, all rules and regulations of the FCC regarding channel sharing. The Sharer shall maintain, at its own expense, sufficient insurance with respect to the Shared Equipment and operations under this Agreement during the Term in the amounts customary in the television industry and shall name Sharee as an additional insured under such policies. Subject to any restrictions imposed by the owner of Sharer's main studio location, Sharer shall provide Sharee with access to designated office space at Sharer's main studio location at all times during regular business hours as required for Sharee to comply with FCC rules and sufficient for Sharee to fulfill its obligations and execute its rights under this Agreement.

(b) Transmission Facilities. Sharer shall provide the Transmission Facilities, including all necessary lease(s), at its sole expense. Sharer shall: (i) maintain and repair the Transmission Facilities in accordance with good engineering practices customary in the television industry and shall keep the other reasonably informed as to all material repairs to such facilities and (ii) make any payments required for operation of the Transmission Facilities. Except as otherwise provided in this Agreement, title to all such Transmission Facilities shall remain with Sharer, and neither Sharer nor Sharee shall move, damage or interfere with such facilities. Sharer and Sharee shall not act contrary to the terms of any lease for the Transmitter Site, permit any lien, claim or encumbrance to come into existence on the Transmission Facilities, make material alterations to the Transmission Facilities other than as permitted hereunder, or interfere with the business and operation of the other's television station or the other's use of such facilities. Sharee shall be solely responsible for all costs associated with the termination of any separate leases for its transmitter site. Sharer shall be responsible for

any costs involved with moving Sharee's Station to Sharer's transmitter and other sites. Sharee shall have reasonable access to the Transmission Facilities subject to the terms, conditions, and restrictions imposed on Sharer by any lease, sublease, or other agreement to which Sharer is a party that relates to the Transmission Facilities. Sharee shall comply with all rules, regulations, or other conditions for access imposed by any landlord or owner of the land or improvements where Transmission Facilities are located. Upon request, Sharer will provide Sharee with the most current version of any lease, sublease, amendment, or rules and regulations thereto placing conditions on Sharer's access to the Transmission Facilities which may include, but are not limited to, safety certifications, insurance requirements, limits on days and times of access, or advanced notice of need for access. In no event will Sharee have more restrictive access to the Transmission Facilities than Sharer; provided, however, that Sharee notifies Sharer of its need for access no less than twenty four (24) hours before any notice is required to be given under any lease or sublease, except in case of an emergency that would cause the Station to go off air, in which case notice will be given as soon as reasonably practical under the circumstances but no later than twenty-four (24) hours after Sharee has accessed the facilities.

(c) Transmitter Modifications. Sharer will implement modifications to the Transmission Facilities in order to: (i) facilitate the insertion of multiple program streams on the Shared Channel and (ii) implement changes resulting from any new channel assigned by the FCC to the Shared Channel in any repacking following the Incentive Auction. In addition, if the parties mutually agree that modifications to or replacement of the Transmission Facilities is necessary to ensure that each of their Stations continues to operate in accordance with good engineering practices customary in the television industry, the parties shall cooperate in good faith to permit the implementation of such modifications, including by filing and prosecuting any necessary applications with the FCC, ordering equipment, building or leasing a new Transmitter Site and facilitating the installation and testing of new equipment at the Transmitter Site, all at Sharer's sole expense.

(d) Exclusive Equipment. Each of Sharer and Sharee shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site in accordance with good engineering practices customary in the television industry. Title to all such equipment solely owned by Sharer or Sharee shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment; provided however, that either party, with the cooperation of the other party, shall be permitted to use or temporarily modify the operation of the other party's equipment as reasonably necessary to respond to unanticipated, emergency circumstances.

6. Interference. Each party shall use commercially reasonable efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations at the Transmitter Site or any other shared facilities that will impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and the other party will take all commercially reasonable steps to correct such interference in all material respects as soon as possible and within one (1) business day.

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

8. Risk of Loss. The risk of any casualty loss, damage or destruction to the Transmission Facilities shall be borne solely by Sharer, and Sharer agrees to apply all of the insurance proceeds, if any, that it receives in connection with the repair or replacement of any damage or destruction to the Transmission Facilities.

9. Expenses.

(a) Costs. Sharer shall be responsible for all costs incurred by it under this Agreement, including Transmitter Site lease payments for Shared Equipment, Transmitter Site utility charges, maintenance and/or replacement of Shared Equipment, contractor costs and taxes for maintenance services and purchase of equipment, and all reasonable costs that Sharee incurs to deliver its programming to the control point. Sharer shall be solely responsible for insurance costs for the Transmission Facilities, and costs for any necessary microwave link between the control point and the Transmitter Site. Each party shall be solely responsible for any costs and capital expenses related solely to its Station using the Shared Channel, all expenses related to any equipment solely owned by it, and all of its expenses not related to the Transmission Facilities, *provided, however*, that Sharer shall reimburse Sharee promptly upon receipt of an invoice from Sharee for any expenses reasonably incurred by Sharee in the operation of Sharee's Station after the Effective Date.

(b) Tax Issues. In no event shall either party be required to consent to transactions not contemplated herein that would increase such party's individual tax costs or that could reasonably be expected to affect their respective status as not-for-profit organizations.

10. Representations and Warranties of Each Party. Sharer and Sharee each represents and warrants to the other that, as of the Effective Date: (a) it owns its respective Station and possesses the full power and authority to carry on its business, enter into and perform this Agreement, and consummate the transactions contemplated hereby; (b) neither needs the permission, authority or approval ("Authority") of any other person or stakeholder to enter into this Agreement and/or that such Authority has already been secured; (c) there are no pending actions, lawsuits, legal, administrative or arbitration proceedings and, to each party's respective knowledge, threatened actions by any person, entity or governmental authority that could adversely affect its ability to enter into and perform under the Agreement or create any liability for the other party; (d) it has taken all necessary action to enter into and fully perform this Agreement; (e) the execution, delivery, consummation and performance of the obligations and transactions contemplated under this Agreement will not constitute a breach of, conflict with or otherwise violate any other agreement or arrangement, whether written or oral, by which it is bound; (f) it is in compliance with all court orders and will comply with all material laws with respect to its rights and obligations under this Agreement; and (g) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

11. Compliance with Law. Each party shall comply with this Agreement, the Channel Sharing Rules, and in all material respects with all applicable laws, rules and regulations with respect to its ownership and operation of its station, the other party's station and its use of the Shared Channel. Each party shall be solely responsible for all content it transmits on the Shared Channel. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. In addition, each party shall comply with all leases, licenses or similar agreements applicable to the Transmission Facilities.

12. Control. Consistent with FCC rules, each party shall control, supervise and direct the day-to-day operation of its own station (including such party's employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Each party is ultimately responsible for its own compliance with FCC technical, operational and programming obligations. Neither party shall hold itself out as the licensee or agent of the other's television station using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party's station. Neither party shall use the call letters, logos, trademarks, service marks or related intellectual property of the other's television station in any medium.

13. Cooperation. Each party shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Transmission Facilities. Neither party shall take any action or fail to take any action which would frustrate, delay, undermine or otherwise interfere with the other's use of capacity on the Shared Channel or the Transmission Facilities. Other than filings required by the FCC or any other regulatory agency, neither party shall make any public statements about this Agreement or the Assignment Agreement without the express written consent of the other party.

14. Indemnification. To the fullest extent provided by Section 768.28, Florida Statutes, Sharer and Sharee shall indemnify, defend and hold free and harmless the other party, as well as their respective parents, affiliates, subsidiaries, officers, directors, trustees, employees, agents and representatives, from and against any and all loss, liability, actions, claims, suits, liens, judgments, demands, damages and costs and expenses (including reasonable attorneys' fees, expert witness fees and related costs and expenses (collectively "Losses")) arising from any third-party claims that are caused by, arise out of, or relate in any way to: (i) any breach of any term, covenant, representation, warranty or promise made by it under this Agreement; (ii) its negligence, willful misconduct or other acts or omissions; (iii) the violation of or failure to comply with any applicable laws, codes, rules, orders, judgments, decrees, ordinance and/or provisions of any federal, state or local government agency, authority or court having jurisdiction; and (iv) the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law. Sharee, as a public body corporate of the State of Florida, is afforded limited sovereign immunity by law. Nothing herein shall be construed as a waiver of sovereign immunity by Sharee beyond what is provided by Florida law. Sharee's total liability for third party claims,

regardless of the legal theory supporting such cause of action, shall not exceed \$200,000 per claimant and \$300,000 per single incident.

The party seeking indemnification hereunder will: (i) give the indemnifying party 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, not to be unreasonably conditioned, delayed or denied. The indemnified party shall have no authority to settle any claim on behalf of the indemnifying party.

15. Termination/Transfer/Assignment.

(a) Loss of License. This Agreement shall terminate automatically if the FCC authorization to operate either Sharer's or Sharee's Station is revoked, relinquished, withdrawn, rescinded, canceled or not renewed by an action that is a final order, not subject to further appeal. In the event either party's license is revoked, relinquished, withdrawn, rescinded, canceled or not renewed, the shared spectrum usage rights allocated to that party under this Agreement will revert to the other party, subject to FCC approval if necessary, and the other party may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status.

(b) Termination of Assignment Agreement. If the parties have terminated the Assignment Agreement pursuant to its terms without closing on the Station Assignment Transaction, then at that time, either party may terminate this Agreement upon 60 days' prior written notice, at which time any rights of Sharee to use the Shared Channel shall terminate.

(c) Transfer and Assignment. No party may assign, transfer or sublease this Agreement, except that (i) Sharer shall assign its rights under this Agreement to any FCC-approved assignee or transferee of Sharer's Station and such assignee or transferee shall assume this Agreement in a writing delivered to the other party to this Agreement, and (ii) Sharee shall assign its rights under this Agreement to any FCC-approved assignee or transferee of Sharee's Station and such assignee or transferee shall assume this Agreement in a writing delivered to the other party to this Agreement. If rights and obligations under this Agreement are transferred or assigned, the assignee or transferee shall comply with the terms of this Agreement. If the transferee or assignee and the licensee of the remaining channel sharing station agrees to amend the terms of this Agreement, the Agreement may be amended, subject to FCC approval. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

(d) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Sections 14 and 16-17, shall survive any termination of this Agreement.

16. Dispute Resolution.

(a) Good Faith Negotiation. If a dispute arises between the parties under this Agreement, the parties agree to hold an in-person meeting attended by executive-level officers with decision making authority (“Executives”), as well as their respective legal counsel, to attempt to resolve the dispute in good faith prior to pursuing any formal legal action or remedies. The disputing party shall provide the other party written notice of any dispute. The parties’ Executives shall meet at a mutually acceptable time and place within ten (10) days after receipt of the written notice. Should the parties not resolve the matter during the in-person meeting either party may pursue legal actions or remedies without restriction. Notwithstanding the foregoing, the good faith in-person negotiation obligation shall not preclude either party from pursuing emergency relief via either a motion for temporary restraining order or motion for preliminary injunction in the event of exigent circumstances.

(b) Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Florida applicable to contracts made and to be fully performed therein, without giving effect to the choice of law provisions thereof.

(c) Waiver of Right to Jury; Attorneys’ Fees. ALL ISSUES, MATTERS, AND DISPUTES BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE TRIED BY A JUDGE IN A NON-JURY TRIAL IN THE STATE OR FEDERAL COURTS SERVING FLORIDA AND THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE ATTORNEYS’ FEES AND ALL COURT COSTS INCURRED IN SUCH REGARD, INCLUDING THOSE ATTORNEYS’ FEES AND COSTS INCURRED FOR ANY AND ALL APPLICABLE APPELLATE PROCEEDINGS.

(d) Specific Performance. Notwithstanding Section 16(a), in the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to seek an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement and/or compliance of this Agreement by a decree of specific performance. The prevailing party in an action or proceeding brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys’ fees and costs from the non-prevailing party.

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

18. Notices.

(a) Each party shall provide the other with copies of any FCC notice of violation or notice of apparent liability, or any other notice from any governmental entity, that it

receives with respect to the technical operations of its station that is Channel Sharing pursuant to this Agreement. The Sharer shall provide the Sharee with copies of any notices it receives with respect to the Transmission Site.

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

(c) If either party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it which is not dismissed within sixty (60) days of the date of filing, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of its assets or of the assets related to its television station using or proposed to be using the Shared Channel, or it makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

(d) 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 Sharee:

JoAnn Urofsky  
General Manager  
WUSF Public Media  
4202 E. Fowler Ave. TVB100  
Tampa, FL 33620

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

John Burgett, Esq.  
Wiley Rein LLP  
1776 K Street, NW  
Washington, DC 20006

If to Sharer:

Ms. Susan Howarth  
President and CEO

Station WEDU  
Berkman Family Broadcast Center  
1300 North Boulevard  
Tampa, FL 33607-5645

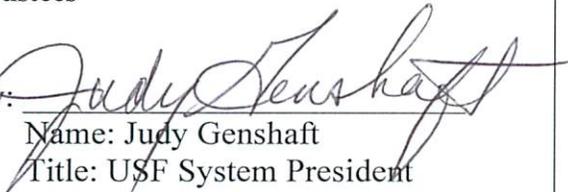
with a copy, which shall not constitute notice, to:

Lawrence M. Miller, Esq.  
Garvey Schubert Barer  
1000 Potomac Street, NW – Suite 200  
Washington, DC 20007-3501

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SIGNATURE PAGE TO CHANNEL SHARING AGREEMENT

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

<p><b>University of South Florida Board of Trustees</b></p> <p>By:  Name: Judy Genshaft Title: USF System President</p>	<p><b>Florida West Coast Public Broadcasting, Inc.</b></p> <p>By: _____ Name: _____ Title: _____</p>
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APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY



Joel Londrigan  
ATTORNEY - USF

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

<p><b>University of South Florida Board of Trustees</b></p> <p>By: _____ Name: Title:</p>	<p><b>Florida West Coast Public Broadcasting, Inc.</b></p> <p>By:  Name: Susan Howarth Title: President and CEO</p>
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