

CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AGREEMENT (this “**Agreement**”) is made as of July 28, 2017 (“**Effective Date**”) by and between Northeastern Educational Television of Ohio, Inc. (“**Sharer**”) and Radiant Life Ministries, Inc. (“**Sharee**”). Capitalized terms shall have the meanings ascribed to them in Schedule A and elsewhere in this Agreement.

WHEREAS, Sharer is licensee of noncommercial educational television station WEOA (Facility ID 49421), currently licensed by the Federal Communications Commission (the “**FCC**”) to operate on Channel 50 (“**WEOA Pre-Transition Channel**”) at Akron, Ohio, but reassigned in the *Auction 1000 Closing and Channel Reassignment Public Notice* released by the FCC on April 13, 2017 (“**CCRPN**”) to Channel 24 (“**WEOA Post-Transition Channel**”) in the repacking process associated with the broadcast television spectrum auction conducted pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-30 (the “**Incentive Auction**”);

WHEREAS, Sharee is licensee of television station WRLM (Facility ID 43870), currently licensed by the FCC to operate on Channel 47 (“**WRLM Channel**”) at Canton, Ohio, but subject of a winning channel relinquishment bid in the Incentive Auction as announced in the CCRPN (reserving a right to a post-auction channel share), and WRLM will be required to cease operating on Channel 47 following its receipt of Incentive Auction proceeds in accordance with the *Post-Incentive Auction Broadcast Transition Public Notice* released by the FCC on January 27, 2017 (“**Transition Public Notice**”); and

WHEREAS, Sharer and Sharee desire to enter into an agreement to share the WEOA broadcast channel (the “**Shared Channel**”) in accordance with all existing and future FCC rules and published policies governing channel sharing agreements (“**Channel Sharing Rules**”). The parties acknowledge and agree that the Shared Channel shall initially be the WEOA Pre-Transition Channel, but shall be transitioned following the commencement of channel sharing to the WEOA Post-Transition Channel.

NOW, THEREFORE, in consideration of the foregoing recitals and 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, agree as follows:

1. Term. Unless earlier terminated in accordance with this Agreement, the term of this agreement (“**Term**”) shall consist of an Initial Term and may include up to three (3) Renewal Terms.

(a) Initial Term. The initial term of this Agreement (the “**Initial Term**”) shall begin on the Effective Date and shall continue for five (5) years following the date on which Sharee or any vendor or other representative of Sharee first occupies any space on or in the WEOA Master Control Site or Transmitter Site, delivers any communications equipment to the WEOA Master Control Site or Transmitter Site for installation or use in connection with this Agreement, or connects any wire or equipment to the WEOA Master Control Site, Transmitter Site or Transmission Facility (such date being the “**Agreement Commencement Date**”). To avoid any uncertainty, upon Sharer’s conclusion that Sharee has taken an action that establishes the Agreement Commencement Date, Sharer, in accordance with the notice provisions herein, shall provide written notice to Sharee of such date.

(b) Renewal Terms. This Agreement will automatically renew for up to three (3) additional renewal terms of five (5) years (each a “**Renewal Term**”) unless either party gives notice to the other party, no later than one-hundred eighty (180) days prior to the expiration of the then current Initial Term or first Renewal Term, as the case may be, that such party does not intend for the Agreement to renew for the upcoming Renewal Term.

2. FCC Filings and Required Notifications. Pursuant to the requirements of the Channel Sharing Rules and the Transition Public Notice, the parties shall timely file the following FCC filings and required notifications, as well as such other filings and notifications that may be required by the circumstances and the Channel Sharing Rules, the Transition Public Notice or other FCC rules, policies and directives throughout the Term of this Agreement to maintain their licenses in good standing, implement facility modifications for the shared channel and otherwise implement the channel sharing arrangement contemplated by this Agreement. In connection with all such filings and notifications, Sharer and Sharee shall provide to the other or submit to the FCC all certifications or other information required of a Sharer or Sharee, and shall furnish the other with such information and assistance as the other may reasonably request. The parties shall cooperate in good faith with respect to FCC filings and required notifications, and each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC filings and required notifications. Each party shall also promptly notify and provide a copy to the other of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Neither party shall 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 party.

(a) Sharer CP Application. Sharer has timely filed and is diligently prosecuting an application (“**Sharer CP Application**”) for the WEO Post-Transition Channel and shall file and prosecute such Sharer CP modification applications and/or amendments, special temporary authorizations, waiver requests, extensions of time as appropriate to obtain authorization to modify WEO’s facilities to the WEO Post-Transition Channel.

(b) Sharee CP Application. No later than one hundred twenty (120) days following Sharee’s receipt of Incentive Auction proceeds, Sharee shall timely file and thereafter diligently prosecute an application (“**Sharee CP Application**”) for a construction permit to operate on the WEO Pre-Transition Channel on a shared basis with Sharer.

(b) Sharee Notice to Viewers. No later than thirty (30) days prior to Sharee’s discontinuance of operations on the WRLM Channel, Sharee shall air FCC-required notifications alerting Sharee’s viewers of the termination of operations on the WRLM Channel.

(c) Sharee Notices to MVPDs. No later than thirty (30) days prior to Sharee’s discontinuance of operations on the WRLM Channel, Sharee shall provide FCC-required notices to MVPDs that no longer will be required to carry WRLM, or that currently carry and will continue to be obligated to carry WRLM, or that will become obligated to carry WRLM.

(d) Sharee Suspension Notice. No later than two (2) days prior to Sharee’s discontinuance of operations on the WRLM Channel, Sharee shall file a Suspension of Operations Notification with the FCC.

(e) License Applications. No later than ten (10) days following the commencement of operation of the Shared Channel on program test authority, Sharer and Sharee shall both file and thereafter diligently prosecute applications for licenses on the WEO Pre-Transition Channel.

(f) Sharee Second CP Application. No later than sixty (60) days prior to Sharer's deadline for construction of the transmission facilities for the WEO Post-Transition Channel, and at such earlier time as appropriate in light of Sharer's schedule for testing and commencement of program testing on the WEO Post-Transition Channel, Sharee shall file and thereafter diligently prosecute an application to operate on the WEO Post-Transition Channel.

(g) Sharer Notice to Viewers. No later than thirty (30) days prior to Sharer's transitioning to the WEO Post-Transition Channel, Sharer shall air FCC-required notifications alerting Sharer's viewers of the such transition.

(h) Sharer Notices to MVPDs. No later than thirty (30) days prior to Sharer's transitioning to the WEO Post-Transition Channel, Sharer provide FCC-required notices to MVPDs that currently are required to carry WEO and will continue to be obligated to carry WEO.

(i) Second License Applications. No later than ten (10) days following the commencement of operation under program test authority for the WEO Post-Transition Channel, Sharer and Sharee shall both file and thereafter diligently prosecute applications for licenses on the WEO Post-Transition Channel.

3. Commitment to Channel Share/Allocation of Bandwidth.

(a) Generally. Pursuant to the Channel Sharing Rules, from and after a date and time determined by mutual agreement of the parties following the FCC's grant of the Sharee CP Application, and upon the Sharee's discontinuance of operations on the WRLM Channel, Sharer shall transmit content provided by Sharee over the Shared Channel. Sharer and Sharee shall share the Shared Channel (or 19.39 Megabits per second ("**Mbps**") of capacity as allocated under the current ATSC 1.0 standard), as set forth in this Agreement, which may be modified from time to time by mutual written agreement of the parties but which, at a minimum, shall provide (i) that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one (1) Standard Definition ("**SD**") program stream at all times; and (ii) that, for Corporation for Public Broadcasting ("**CPB**") compliance purposes, Sharer must have the right to use at least one-half of the total capacity of the Shared Channel.

(b) Capacity Allocation. Subject to Section 3(a), Sharee shall be entitled to capacity of the Shared Channel sufficient to broadcast a single 720P program stream, with priority access to available bits in the statistically multiplexed channel pool second only to the Sharer's primary HD program stream. (The parties contemplate that Sharee will utilize between 4.0 Mbps to 7.0 Mbps, depending on the content of all streams being broadcast by Sharer and Sharee at any given time.) Sharer shall be entitled to all other capacity of the Shared Channel, including any increased capacity above 19.39 Mbps that may be supported by the implementation of new ATSC standards or other technologies, and may set the bit rates it elects for audio, video or other ancillary data to be broadcast over its capacity on the Shared Channel. Sharer and Sharee shall allocate the requisite amount of bits of the Shared Channel for the common Program and System Information Protocol ("**PSIP**") information necessary to provide the required tuning and guide information such that: (i) the bits devoted to the common requirements will be deducted proportionally from each party's bit allowance; (ii) the parties shall

mutually agree to the minimum number of days of Event Information Table (“**EIT**”) information to be provided; and (iii) the parties acknowledge that a number of null packets may be required for television receivers to respond properly (and the amount of required null packets shall be deducted proportionally from each party’s bit allowance), and the parties shall cooperate to ensure proper reception and decoding of the signal.

(c) Statistical Multiplexing and Other Technologies. Subject to Section 3(a), and notwithstanding anything to the contrary in this Agreement, the parties agree to employ statistical multiplexing (“**Stat Mux**”), signal compression, and other dynamic spectrum usage technologies and arrangements to increase carriage capacity, improve picture quality and ensure that Sharer and Sharee can utilize greater capacity as required by periodic content demands for certain high-bandwidth programming.

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

(e) Encoding. Sharer and Sharee shall have a single encoding pool. Each of Sharer and Sharee shall have the right to monitor and audit the Shared Channel’s encoding system to ensure compliance with this Section 3. Each of Sharer and Sharee shall make all records of such encoding available to the other upon written request during normal business hours.

(f) Sharee Signal Delivery. Sharee will be responsible for and bear all costs associated with the delivery of its signal in a mutually agreeable format to the encoding location at Sharer’s Master Control Site. In the event that Sharee seeks to deliver its signal by microwave, such costs shall include structural and engineering analyses of the STL tower located at the Master Control Site, and any work on the STL tower necessary to add the microwave antenna.

4. ATSC 3.0 and Other New Transmission Technologies.

(a) Generally. The parties acknowledge that new transmission technologies may be developed during the Term of this Agreement. Prior to adoption or deployment of new transmission technologies for the Shared Channel, Sharer and Sharee shall consult with each other in good faith, and shall separately and jointly perform appropriate analyses informed by prevailing technical and business conditions. The parties agree that they shall cooperate in good faith to mutually develop, adopt, implement and deploy new transmission technologies and upgrades consistent with industry standards, and CPB and PBS requirements, provided that such development, adoption, implementation or deployment does not materially or adversely affect the other party’s broadcast service in existence at such time.

(b) ATSC 3.0. With respect to ATSC 3.0, the parties shall mutually agree on the decision and timeline for converting to ATSC 3.0, resolving any lack of mutual agreement in accordance with the procedures described herein; provided, however, that the timeline for implementing any such conversion shall comply with applicable FCC rules and meet generally accepted industry standards. If the parties cannot mutually agree on an ATSC 3.0 conversion or timeline, then Sharer shall effectuate such transition by the earlier of: (i) the date by which either party is required to broadcast in ATSC 3.0 pursuant to its network affiliation or PBS agreement, respectively; or (ii) the date mandated by the FCC as the conversion deadline.

(c) Upgrade Costs and Capabilities. Unless otherwise agreed in writing by the parties, Sharer shall be responsible for all costs associated with transmission system upgrades and new transmission technologies, including ATSC 3.0, and so long as the operation of the Shared Channel following such upgrades or the implementation of such technologies does not materially or adversely affect Sharee's use of its capacity allocation as specified in Section 3, Sharer shall be entitled to utilize any and all of the additional capacity created by such upgrades and technologies. Both Sharer and Sharee, within and as part of their respective allotted capacity, shall be entitled to utilize any and all new capabilities created by such upgrades and technologies.

5. FCC Compliance and Other Rights and Obligations.

(a) FCC Documents. Each party shall notify the other party of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby, and shall provide the other party with copies of such documents.

(b) Authorizations and Applications. Each of Sharer and Sharee shall maintain all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective television station in full force and effect during the Term. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party, such consent not to be conditioned, withheld or delayed unreasonably or in any manner inconsistent with this Agreement.

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

(d) Control. Consistent with FCC rules, Sharer shall control, supervise and direct the day-to-day operation of Sharer's Station (including Sharer's employees, programming and finances, as well as the Transmission Facilities of the Shared Channel), and Sharee shall control, supervise and direct the day-to-day operation of Sharee's Station (including Sharee's employees, programming and finances),

and nothing in this Agreement shall be deemed to affect either party's respective obligations with regard to licensee control. Neither Sharer nor Sharee shall hold itself out as the licensee of the other's television station using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party's television station. Neither Sharer nor Sharee shall use the call letters of the other party's television station in a false or misleading manner, or in a manner suggesting common ownership, control or association.

(e) FCC Fees. The parties acknowledge that Sharer and Sharer's Station are exempt from FCC fees as of the date of this Agreement. Each of Sharer and Sharee shall be responsible for timely payment of all fees owed by it to the FCC, if any, with respect to its television station using the Shared Channel. Each of Sharer and Sharee shall be responsible for fifty percent (50%) of the joint fees, if any, assessed by the FCC on the Shared Channel, provided that Sharer is not exempt from such joint fees. For purposes of clarity, joint fees shall include only those fees directly imposed on the Shared Channel and for which Sharer cannot claim noncommercial exemption, and shall not include any fees assessed by the FCC against either party or party's station on a separate and individual basis. If Sharer pays Sharee's portion of the joint fees imposed on the Shared Channel, Sharee shall reimburse Sharer within thirty (30) days after invoice for fifty percent (50%) of the joint fees imposed on the Shared Channel.

(f) Cooperation. Each of Sharer and Sharee shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Transmission Facilities. Neither Sharer nor Sharee shall take any action, or fail to take any action, which interferes with or is reasonably likely to interfere with the other party's use of capacity on the Shared Channel or the Transmission Facilities.

(g) Carriage Rights. Sharer shall be solely responsible for exercising must-carry rights for Sharer's Station or any other right of distribution. Sharee shall be solely responsible for exercising must-carry and retransmission consent rights for Sharee's Station or any other right of distribution. Neither Sharer nor Sharee shall have any use, claim, or benefit of, or derive any carriage rights under or have any obligation under any carriage agreement of the other party.

6. Facilities for Shared Channel

(a) Definitions. For the purposes of this Agreement, "**Transmitter Site**" means the land and tower assets owned by Sharer located at 2101 S. Cleveland-Massillon Road, Copley Township, OH 44321 or such future site as the parties may mutually agree to. "**Master Control Site**" means Sharer's building and equipment at 1750 W. Campus Center Drive, Kent, OH 44240 or such future site as the parties may mutually agree to. "**Transmission Facilities**" means the Master Control Site, Transmitter Site and the Shared Equipment used to generate television signals and broadcast on the Shared Channel.

(b) Shared Equipment. Sharer shall, at its expense, provide, own and hold title to the transmitter and other equipment necessary for channel sharing and for the simultaneous encoding and transmission of content streams on the Shared Channel that will be used by Sharer and Sharee in the operation of their respective television stations broadcasting on the Shared Channel ("**Shared Equipment**"). During the Term, Sharer shall (i) maintain, operate and repair the Transmission Facilities in accordance with good engineering practices customary in the television industry and shall keep Sharee reasonably informed as to all material repairs to such facilities; (ii) make timely utility payments for the operation of the Transmission Facilities; (iii) maintain the insurance specified in

Section 6(i); (iv) maintain its ownership and leasehold, as the case may be, rights in and to the Transmission Facilities (or functionally equivalent replacements thereto) in all material respects; and (v) comply with all laws applicable to the operation of the Transmission Facilities in all material respects.

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

(d) Modifications to Implement Channel Sharing. The parties shall mutually agree upon and implement modifications to the Transmission Facilities, in order to accommodate the insertion of multiple program streams on the Shared Channel. The parties have agreed that Sharer will purchase a new encoding system (described in Schedule A hereto) as part of the Shared Equipment at a cost not to exceed [REDACTED] and that Sharee shall, as an inducement to Sharer entering into this Agreement, pay Sharer for such cost within ten (10) days from receipt of Sharer's invoice therefor. To facilitate Sharee's FCC obligation as a post-auction channel sharee to commence operations on the Shared Channel not later than one-hundred eighty (180) days after receipt of Incentive Auction proceeds, Sharer agrees to take all actions necessary to complete required shared channel modifications to the WEAO Pre-Transition Channel Transmission Facilities not later than one-hundred eighty (180) days after Sharee's receipt of Sharee's Incentive Auction Proceeds.

(e) Exclusive Equipment. Each of Sharer and Sharee shall provide, install, maintain, repair and replace any equipment owned solely by it that is not Shared Equipment but is located at the Master Control Site, and/or Transmitter Site, including, for Sharee, all equipment dedicated to the sole use of Sharee ("**Dedicated Sharee Equipment**"), in accordance with good engineering practices customary in the broadcasting industry. Title to all such equipment solely owned by Sharer or Sharee shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment.

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

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

(h) Termination. Within thirty (30) days after the end of the Term (or upon any earlier termination of this Agreement), Sharee shall vacate the Master Control Site, Transmitter Site and any other Transmission Facilities, remove all of its respective assets, equipment and employees (if any), surrender the Shared Equipment in substantially the same condition existing on the date of commencement of the Term (reasonable wear and tear excepted), and return all keys and other means of entry to Sharer.

(i) Insurance.

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

(ii) Sharee's Insurance. Sharee, at its own expense, shall maintain insurance covering its access to and work on the Transmission Facilities and its Dedicated Sharee Equipment at a customary level and in accordance with past practice. Without limiting the foregoing, Sharee shall maintain general liability and comprehensive errors and omissions insurance (including coverage for libel/slander, invasion of privacy, copyright, trademark and service mark infringement, and violations of rights of privacy and publicity) covering production and broadcast of its television programming. All such insurance policies shall contain a standard loss payable clause and shall be endorsed to provide that, with respect to the interests of Sharer, that (a) Sharee's general liability and errors and omissions insurance policies shall include Sharer and its officers and directors as an additional insureds for the acts and omissions of Sharee, and (b) 30 days' prior written notice of any cancellation or reduction of coverage or limit shall be given to Sharer.

(j) Interference. Sharer shall be responsible for operating the Transmission Facilities in accordance with all applicable laws and regulations. The parties shall use commercially reasonable efforts to avoid interference between their respective operations and shall promptly resolve any interference that arises in connection with such operation. Neither Sharee nor Sharer shall modify their respective operations in any manner that could be reasonably expected to interfere with, or otherwise impair, the other party's broadcast operations or the video quality of end-user viewers in such a way that would be perceptible to the average viewer. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and take all commercially reasonable steps to correct such interference in all material respects within two (2) business days. Neither party shall have the right to alter the Transmission Facilities in such a way that would materially

alter Sharer's Station's or Sharee's Stations coverage areas without the other party's prior written consent, such consent not to be unreasonably conditioned, withheld or delayed.

(k) Cooperation. In the event it is necessary for Sharer to reduce, limit or temporarily cease operations of the Shared Channel, the Shared Equipment or its own equipment or any other Transmission Facilities so that Sharer or Sharee may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Master Control Site, Transmitter Site or any other Transmission Facilities, the parties shall cooperate in a commercially reasonable manner. Sharer may temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Master Control, Transmitter Site or any other Transmission Facilities; provided that Sharer takes all reasonable steps to minimize the amount of time the Shared Channel shall cease operations or operate with reduced facilities and that Sharer shall take all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time convenient to the parties. Except as may be required in the event of an emergency, neither party shall have the right to temporarily reduce or suspend the broadcast service of the other party without the prior consent of such other party (which consent shall not be unreasonably conditioned, withheld or delayed) if such temporary reduction or suspension requires prior approval of the FCC.

(l) Technical Failures. In the event that the Transmission Facilities suffer a failure, such that the Transmission Facilities must temporarily cease broadcasting or operate at reduced power levels, Sharer shall promptly notify Sharee and use commercially reasonable efforts, consistent with good engineering practices customary in the television industry, to repair the Transmission Facilities to return the Shared Channel as quickly as practicable to operations at its full authorized power. Sharer shall not have any liability to Sharee for loss of revenue or other damages resulting from any work under Section 6(k) or technical failure under this Section 6(l).

(m) Force Majeure. Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

7. Payments and Costs

(a) Sharing Fees. In consideration of Sharer's sharing of capacity on the Shared Channel with Sharee, Sharee shall pay to Sharer an annual Sharing Fee in the amount specified below. The Sharing Fee for the first year of the Agreement shall be paid to Sharer no later than the Agreement Commencement Date, and the Sharing Fee for subsequent years shall be paid no later than each anniversary date of the Agreement Commencement Date. All such payments shall be made by check, automated clearing house or wire transfer to an account designated by Sharer from time to time.

For years 1-5: [REDACTED] per year

For years 6-10: [REDACTED] per year

For years 11-15: [REDACTED] per year

For years 16-20: [REDACTED] per year

(b) Good Faith Deposit. Upon execution of this Agreement, Sharee shall pay Sharer a good faith deposit of [REDACTED], which, in the event that Sharer timely pays the Sharing Fee for the first

year as provided in Section 7(a), shall be credited to such first year's payment. In the event that Sharee defaults in its obligations under this Agreement prior to payment of the Sharing Fee for the first year, in addition to any rights and remedies Sharer may have under Section 11 of this Agreement, Sharer shall be entitled to retain such good faith deposit without any offset of or credit for any of Sharee's obligations under this Agreement.

(c) Repacking Costs. In connection with the FCC's repacking process, Sharer shall seek reimbursement from the TV Broadcaster Relocation Fund for the costs it reasonably incurs in relocating the Shared Channel to the WEO Post-Transition Channel. Sharer shall otherwise be responsible for such costs, without obligation of reimbursement by Sharee. Unless otherwise agreed by the parties, any costs incurred by Sharee associated with the repacking process, including the installation or modification of any Dedicated Sharee Equipment, that relate to the Shared Channel and that are not reimbursed from the TV Broadcaster Relocation Fund will be borne by Sharee.

(d) Operating Costs. Sharer shall pay all costs of operating the Transmission Facilities and transmitting the parties' signals on the Shared Channel.

(e) Sole Costs. Each of Sharer and Sharee shall be solely responsible for its own insurance costs for the Transmission Facilities, its own costs for any necessary fiber or microwave link between its station's studio site and the Master Control Site, any capital expenses related solely to its own television station's use of the Shared Channel, all expenses related to any equipment solely owned by it and located at the Master Control Site and/or Transmitter Site, and all of its own expenses not directly related to the Transmission Facilities.

8. Representations and Warranties. Each party hereto represents and warrants to the other party hereto that, as of the Effective Date: (a) it is duly organized and validly existing under the laws of its jurisdiction of formation; (b) it has full power and authority and has taken all corporate action necessary to enter into and perform this Agreement and to consummate the transactions contemplated hereby; (c) the execution, delivery and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, any other material agreement or arrangement, whether written or oral, by which it is bound; (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; (e) it has obtained all material licenses, approvals and authorizations of the FCC and any other governmental agency necessary for its operations on its television station; and (f) its ownership and operation of its station complies with the FCC rules, regulations and published policies and applicable laws in all material respects.

9. Indemnification.

(a) General Indemnification. Each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all loss, liability, cost and expense, including reasonable attorneys' fees ("**Losses**") arising from any Third Party Claim relating to (i) any breach of or default under any representation, warranty, covenant or other term of this Agreement by the indemnifying party; or (ii) any violation of applicable law or regulation by the indemnifying party.

(b) Specific Indemnification. Without limiting the terms of Section 9(a), Sharee shall indemnify, defend and hold Sharer harmless from and against, and compensate and reimburse Sharer for, any and all Losses arising from any Third Party Claim relating to the termination by Sharee of its current transmitter site lease(s). Sharer shall indemnify, defend and hold Sharee harmless from and

against, and compensate and reimburse Sharee for, any and all Losses arising from any Third Party Claim relating to Sharer's ownership or operation of the Transmission Facilities, including Sharer's obligations under any leases for the Transmitter Site.

(c) Programming Indemnification. Without limiting the terms of Sections 9(a) or 9(b), each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all Losses arising from any Third Party Claim relating to the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

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

10. LIMITATIONS OF LIABILITY.

(a) Limitations. EXCEPT AS PROVIDED IN SECTION 10(b), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY PUNITIVE, CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL LOSS OR DAMAGE SUFFERED BY THE OTHER ARISING FROM OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, INCLUDING LOSS OF DATA, PROFITS OR INTERRUPTION OF BUSINESS EVEN IF SUCH PARTY HAS BEEN INFORMED OF OR MIGHT OTHERWISE HAVE ANTICIPATED OR FORESEEN THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

(b) Exceptions. Notwithstanding anything contained herein to the contrary, the limitations of liability contained in Section 10(a) shall not apply to (i) either party's indemnification obligations under Section 9; and (ii) personal injury, including death, and damage to tangible property caused by the willful or intentional acts of a party or its employees, agents, or subcontractors.

11. Default and Remedies

(a) Breach by Sharee. In the event of a breach of or default under this Agreement (other than a failure to make timely payment under Sections 6(d) or 7(a)) by Sharee in any material respect which is not cured within thirty (30) days after a written notice of breach or default, Sharer may take the dispute to binding arbitration, pursuant to Section 12(c); provided that Sharer shall have first

attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 12(b). Following any such arbitration, if Sharee is found to be in material breach of the Agreement, Sharee shall have an additional thirty (30) days to cure its breach, and if no such cure is made, Sharer may terminate this Agreement by written notice to Sharee. Such notice of termination shall not take effect for a period of 180 days in order for Sharee to make the appropriate filings with the FCC and/or make alternative channel sharing arrangements with a third party. During such 180 day wind-down period, Sharer shall continue to transmit content provided by Sharee using the Transmission Facilities. At the end of the 180-day wind-down period, this Agreement and the channels sharing arrangement contemplated herein shall terminate, and Sharer shall have no further obligations to Sharee. In the event of a failure by Sharee to make payment under Sections 6(d) or 7(a), which default is not cured within thirty (30) days after a written notice of breach or default, Sharer may also terminate this Agreement by written notice to Sharee, and such notice of termination shall take effect on such date specified by Sharer in such notice, which may be effective immediately.

(b) Breach by Sharer. In the event of a breach of or default under this Agreement by Sharer in any material respect which is not cured within thirty (30) days after a written notice of a breach or default, Sharee may take the dispute to binding arbitration, pursuant to Section 12(c); provided that Sharee shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 12(b). Following any such arbitration, if Sharer is found to be in material breach of the Agreement, Sharer shall have an additional thirty (30) days to cure its breach, and if no such cure is made, Sharee may terminate this Agreement by written notice to Sharer, which termination shall be effective on a date, selected at Sharee's sole discretion, up to 180 days after the date of the termination notice. During such period, Sharer shall continue to transmit content using the Transmission Facilities, provided that Sharee has timely made, and continues timely to make, all payments to Sharer as may be required by this Agreement. Notwithstanding anything to the contrary herein, in the event of a material breach of or a material default under this Agreement by Sharer that relates to (i) Sharer's failure to share the Shared Channel with Sharee or (ii) Sharer's failure to transmit content provided to Sharer by Sharee as required by this Agreement, in addition to any remedies it may have at law, in equity or under this Agreement, Sharee shall have the right to access the Transmission Facilities and take all reasonable measures to transmit its content on the Shared Channel and to maintain Sharee's FCC license, provided that Sharee shall transmit content provided by Sharer using the Transmission Facilities and further provided that Sharee's access to the Transmission Facilities shall not impair Sharer's access to the Transmission Facilities or otherwise impair Sharer's spectrum allocation and usage rights under this Agreement.

(c) Other Termination. In the event this Agreement is terminated following the Agreement Commencement Date for any reason other than by Sharer for cause pursuant to Section 11(a) or by Sharee for cause pursuant to Section 11(b), to the extent permissible under applicable law, Sharer shall permit Sharee to continue to share spectrum with Sharer as provided in Section 3, and Sharer shall continue to provide the access and services set forth in Section 6, for a period of 180 days after such termination; provided that Sharee continues to comply with the terms of this Agreement, including all terms requiring payment to Sharer.

(d) Loss of License.

(i) Loss of License Prior to Channel Sharing; Non-Grant of Sharee CP Application. This Agreement shall terminate automatically if (a) the FCC authorization to operate either Sharer's Station or Sharee's Station is revoked, relinquished, withdrawn, rescinded, canceled or not

renewed prior to the Agreement Commencement Date, or (b) the FCC does not grant either the initial Sharee CP Application or the second Sharee CP Application.

(ii) Loss of Sharer's License After Channel Sharing has Commenced. After the Agreement Commencement Date, this Agreement shall terminate automatically if the FCC license of Sharer's Station (or Sharer's FCC authorization to operate on the Shared Channel) is revoked, relinquished, surrendered, withdrawn, rescinded, canceled, or not renewed (and the FCC order providing for such action is a Final Order). In such event the parties, acting in good faith, may negotiate the sale to Sharee of the Shared Equipment and/or the Transmitter Site at fair market value, free and clear of liens, claims and encumbrances. In such event, Sharer and Sharee shall cooperate in good faith to effectuate such sale and conveyance of assets as promptly as practicable. For purposes of this Agreement, "**Final Order**" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for a stay, petition for rehearing, 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.

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

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

(f) 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 6(b), 9, 10, 11, 12 and 13 and all other provisions related to obligations to pay expenses shall survive any termination of this Agreement.

12. Dispute Resolution

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

(b) Issue Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties hereto shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties through consultations among their respective senior executives. If the issue remains unresolved within a period of sixty (60) days, either party may elect to submit the dispute to binding arbitration pursuant to Section 12(c).

(c) Arbitration. Any dispute, controversy or claim arising from or relating to this Agreement and submitted by either party to arbitration pursuant to the procedures set forth in Section 12(b) or as otherwise set forth in this Agreement shall be settled by arbitration administered by the American Arbitration Association under its applicable Procedures for Large, Complex Commercial Disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court have jurisdiction thereof. The arbitrators will be selected from a panel of persons having experience with and knowledge of the commercial and noncommercial broadcast television industry.

(d) Preliminary Relief; Remedies; Specific Performance. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provision relief that is necessary to protect the rights or property of that party pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). In the event of failure or threatened failure by either party to comply with the terms of this Agreement, and in addition to any rights or process provided for in Section 11, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

13. General Provisions

(a) Confidentiality. Subject to the requirements of applicable law or as otherwise agreed upon by the parties, all non-public information regarding Sharer and Sharee and their respective businesses and properties that is disclosed in connection with the negotiation, execution or performance of this Agreement (including any financial information) shall be confidential and shall not be disclosed to any other person or entity, except that such information may be disclosed to either party's respective lenders, counsel, accountants, governing boards, and other representatives and principals assisting the parties (as the case may be) who will be bound by the confidentiality imposed herein, or as required by subpoena or other legal process. This section shall survive any termination or expiration of this Agreement.

(b) Information.

(i) Each party shall provide the other party with copies of any FCC notice of violation or notice of apparent liability, or any other notice from any governmental entity, that it receives with respect to the technical operations of its station.

(ii) 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.

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

(c) Assignment. Neither party may assign, delegate or otherwise transfer this Agreement without first obtaining the other party's prior written consent, which consent shall not be unreasonably conditioned, withheld or delayed. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and upon any such succession or assignment, the successor or transferee shall be deemed to be a party to this Agreement in substitution for the assigning or transferring party, whereupon the assigning or transferring party shall cease to be a party to this Agreement and shall cease to have any rights or obligations under this Agreement. No assignment, delegation or other transfer shall relieve any party of any obligation or liability under this Agreement prior to the date of such assignment, delegation or transfer. 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) 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 provision of this Agreement is deemed invalid or unenforceable to any extent by any court of competent jurisdiction or the FCC, the remainder of this Agreement and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability shall change the basic economic positions of the parties, then the parties shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with such court or FCC decision.

(e) Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery 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:

President and General Manager
Western Reserve Public Media
1750 Campus Drive
Kent, OH 44240
Email: tcutter@westernreservepublicmedia.org
Tel: 330-474-5010

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

Todd D. Gray
Gray Miller Persh, LLP
1200 New Hampshire Ave., N.W., Suite 410
Washington, DC 20036
Email: tgray@graymillerpersh.com
Tel: 202-776-2571

if to Sharee:

Legal Department
Radiant Life Ministries, Inc.
11717 Route 37
Marion, Illinois 62959
Email: mjd@tct.tv
Tel: 618-997-4700

with copies to (which shall not constitute notice) to:

Joseph C. Chautin, III
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, Louisiana 70471
Email: jchautin@hardycarey.com
Tel: 985-629-0777

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

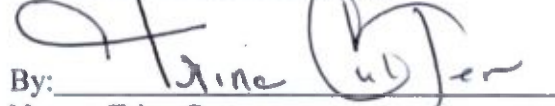
(g) Amendment, Construction; Entire Agreement; Counterparts. This Agreement may not be amended except in a writing executed by both parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver or consent is sought. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in counterparts, and once signed, any reproduction of this Agreement made by reliable means (for example, .pdf or .TIFF format), will be considered an original, and all of which together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

SHARER:

NORTHEASTERN EDUCATIONAL
TELEVISION OF OHIO, INC.

By: 

Name: Trina Cutter

Title: President and CEO

SHAREE:

RADIANT LIFE MINISTRIES, INC.

By: _____

Name: Michael Daly

Title: Secretary

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

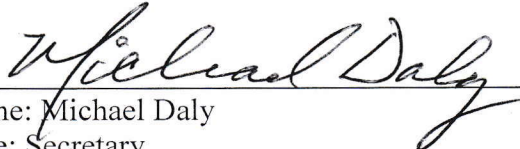
SHARER:

NORTHEASTERN EDUCATIONAL
TELEVISION OF OHIO, INC.

By: _____
Name: Trina Cutter
Title: President and CEO

SHAREE:

RADIANT LIFE MINISTRIES, INC.

By:  _____
Name: Michael Daly
Title: Secretary

SCHEDULE A

New Encoding System

<u>QTY.</u>	<u>DESCRIPTION</u>
2	Harmonic Electra X2 Encoding system chassis, complete with SDI input modules, dual power supplies, and hardware/software licenses to configure for 2HD/3SD channels.
2	Harmonic Prostream 9000 Multiplexers with all software licenses for 2HD/3SD
1	Harmonic NMX Control system hardware and software for controlling dynamic statistical multiplexing of all channels in all Harmonic components.
2	Cisco Catalyst 2960-x IP switches for interconnection of all components
1	Harmonic 36 month support
1	Triveni Guidebuilder to create PSIP data for both stations
2	Nevion CP505 PSIP generator and stream injection systems
1	On-site installation including integration and commissioning
1	Estimated shipping