

**CHANNEL SHARING AGREEMENT**

A copy of the Channel Sharing Agreement covering the instant application is attached. The schedules and exhibit have not been included, as they contain confidential, proprietary information and are not germane to the Commission's consideration of this application. *See Application Procedures for Broadcast Incentive Auction Scheduled to Begin on Mar. 29, 2016*, Public Notice, 30 FCC Rcd. 11034 (2015) (explaining that the Commission "will allow applicants to redact confidential or proprietary terms" in CSAs submitted with LMS Form 2100).

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

Schedule 1.1 – Contingencies

Schedule 1.2 - Boston Commencement Date

Schedule 1.4 - Consideration

Schedule 2.1 – Capacity Allocation

Schedule 3.3 - Expenses

Exhibit A - Form Multicast Channel Programming Agreement

## CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “Agreement”) is made as of November 15, 2017 (the “Effective Date”) among ION Media of Boston, Inc., the immediate parent of ION Media Boston License, Inc., (“Sharer”) and Educational Public TV Corporation (“Sharee”).

### Recitals

A. This Agreement is made in respect of the following Designated Market Area (“DMA”):

Boston, Massachusetts

B. Sharer owns and operates the following television broadcast station, including its primary and all multicast streams (“Sharer’s Station”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

WPXG-TV, Concord, NH (FCC Facility ID #48406)

C. Sharee owns and operates the following television broadcast station, including its primary and all multicast streams (“Sharee’s Station”) pursuant to licenses issued by the FCC:

WYDN(TV), Worcester, Massachusetts (FCC Facility ID #18783)

D. Sharee has been designated as a winning bidder for Sharee’s Station in the Incentive Auction (defined below), with a bid to surrender the Sharee’s Station’s spectrum and cease broadcasting on a dedicated frequency.

E. Sharee will relinquish the spectrum of Sharee’s Station, and Sharer and Sharee will share Sharer’s Station’s channel (the “Shared Channel”), which is currently licensed exclusively to ION Media Boston License, Inc. (“Host Licensee”), pursuant to licenses to be issued by the FCC.

F. Sharee’s Station is eligible, in accordance with the Channel Sharing Rules (defined below), to enter into a channel sharing agreement as a “sharee” (as such term is defined in the Channel Sharing Rules) in connection with the Incentive Auction, including with respect to the right to file a construction permit as contemplated by the Channel Sharing Rules.

G. Sharer owns or operates certain assets, including the transmitter, located at 544 Mountain View Road, Fort Mountain, Epsom, NH 03234 (as it may change from time to time, the “Transmitter Site”), which Transmitter Site is leased pursuant to that certain Lease Agreement, by and between Industrial Communications and Electronics, Inc. and Paxson Communications of Boston-68 Inc., dated as of March 7, 2002 (as modified, amended, or replaced from time to time, the “Transmission Facilities Lease”), and other equipment necessary for channel sharing that will be used by Sharer and Sharee in the operation of their respective

stations broadcasting on the Shared Channel (as modified or replaced from time to time, the “Shared Equipment,” and together with the Transmitter Site, the “Transmission Facilities”).

H. Sharer and Sharee desire to enter into an agreement that is in accordance with the Communications Act of 1934, the Telecommunications Act of 1996, and the rules and written policies of the FCC promulgated thereunder, (collectively, the “Communications Laws”), existing and future FCC rules and published policies governing 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) (“Incentive Auction”)) and channel sharing agreements, including without limitation the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 (the “Channel Sharing Order”), the Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the “Incentive Auction Order”), the First Order on Reconsideration and Notice of Proposed Rulemaking adopted in GN Docket No. 12-268, released June 12, 2015 (the “First Order”), the Second Order on Reconsideration adopted in GN Docket No. 12-268, released June 19, 2015 (the “Omnibus Order”), the Second Order on Reconsideration in GN Docket No. 12-268, adopted October 21, 2015 (the “Second Order”), the Public Notices adopted in MB Docket No. 16-306 and GN Docket No. 12-268, released January 27, 2017 (the “Transition Public Notices”), 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”), 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 the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (together with the Channel Sharing Order, the Incentive Auction Order, the First Order, the Omnibus Order, the Second Order, the Transition Public Notices, and the Expanded Sharing Order, and any other FCC orders or public notices relating to the Incentive Auction and channel sharing, the “Channel Sharing Rules”) on the terms set forth in this Agreement.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: COMMENCEMENT

1.1. Term. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will continue until the date five (5) years after the Boston Commencement Date (as defined in Section 1.2), unless extended or earlier terminated in accordance with this Agreement. The Term shall automatically renew for successive periods of two (2) years each, unless either party gives written notice of non-renewal to the other at least one hundred eighty (180) days prior to the end of the then-current Term.

1.2. Commencement of Shared Operations. The parties shall cooperate to transition Sharee’s Station to the Shared Channel and the Transmission Facilities on a mutually agreeable date determined by the parties that is on or before January 23, 2018 (the “Boston

Commencement Date”), *provided* that in no event shall the Boston Commencement Date be designated by the parties as a date which is prior to the (i) FCC approval of this Agreement and issuance of the Boston CP (as defined in Section 1.3) and (ii) completion of the 30-day period required to notify viewers and MVPDs (as described in Section 1.3); *provided further* that such Boston Commencement Date shall be designated by the parties pursuant to the terms and subject to the conditions of *Schedule 1.2*.

1.3. FCC Matters.

(a) Within five (5) business days after the date of this Agreement, Sharee shall file with the FCC and thereafter diligently prosecute a minor change application for a construction permit for Sharee’s Station in order to implement this Agreement (the “Boston CP”) (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information). Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee’s preparation of such application (or the covering license application). Neither party shall take any action that would reasonably be expected to result in the dismissal of the FCC application for the Boston CP (or the covering license application). All costs associated with the minor change application and Sharee’s covering license application shall be paid by Sharee. The parties shall cooperate in good faith to prepare, submit and prosecute any other applications with the FCC that may be necessary to implement the sharing arrangement contemplated by this Agreement, including without limitation license applications for the Shared Channel and any necessary community of license change.

(b) After grant of the Boston CP, the parties, at Sharer’s expense, shall timely make any necessary modifications to the Transmission Facilities to comply with the Boston CP. Sharee shall timely transmit the required notices to viewers and MVPDs thirty (30) days prior to the Boston Commencement Date. Within two (2) business days after the Boston Commencement Date, Sharee shall file with the FCC and thereafter diligently prosecute a license application to cover the Boston CP.

1.4 Consideration. In consideration of the rights and responsibilities described in this Agreement, Sharer and Sharee agree as set forth on *Schedule 1.4*.

1.5. Repacking. Sharer’s Station is being moved to a different frequency in connection with the repacking following the Incentive Auction (the “Repacking”). Sharer shall determine any modifications needed to the Transmission Facilities in connection with the Repacking (and be responsible for the related costs) and whether or not to acquire equipment that may not be reimbursed by the TV Broadcaster Relocation Fund (or other governmental authority) (and be solely responsible for such costs).

1.6. Actions Prior to Commencement of Sharing.

(a) Sharee Access. From the date of this Agreement until the Boston Commencement Date, Sharer shall give Sharee reasonable access, during normal business hours, on reasonable prior notice to Sharer, to the Transmission Facilities for the sole purpose of

implementing the channel sharing contemplated by this Agreement, so long as such access does not unreasonably interfere with Sharer's business, operations, broadcasts or facilities.

(b) Shared Operating Plan. From the date of this Agreement until the Boston Commencement Date, the parties shall confer in good faith for the purpose of developing a plan to address technical planning considerations and ongoing operational matters of the Shared Channel, including technical discussions to coordinate the transition of Sharee's Station's existing operations to the Shared Channel and appropriate pre-commencement testing for shared operations.

#### 1.7. Conversion to Multicast

(a) Grant. Sharer hereby gives, grants, and delivers to Sharee, and its successors and assigns, the sole and exclusive right and election, on the terms and conditions hereinafter set forth, effective as of the date hereof, to cause the parties to enter into the Multicast Channel Programming Agreement with respect to Sharer's Station (the "Multicast Agreement"), substantially in the form of *Exhibit A* (the "Multicast Right").

(b) Exercise. Sharee may exercise the Multicast Right at any time during the Term of this Agreement, which exercise shall be effective upon delivery of written notice thereof (the "Exercise Notice"). Upon exercise of the Multicast Right, Sharer and Sharee shall be obligated to enter into the Multicast Agreement, substantially in the form of *Exhibit A*, to be executed and delivered pursuant to the terms and subject to the conditions of Section 1.7(c), below.

(c) Multicast Agreement Exchange. Upon, and not more than five (5) business days following delivery of the Exercise Notice, the parties shall deliver to one another an executed Multicast Agreement in the form of *Exhibit A* (the "Multicast Agreement Exchange"), effective as of a date that is designated in writing by Sharee in such Exercise Notice that is no less than ninety (90) days from the date of the Exercise Notice (the "Multicast Effective Date").

(d) Termination. In the event that the parties effect a Multicast Agreement Exchange, this Agreement shall terminate as of the Multicast Effective Date; provided, for the avoidance of doubt, that any obligation or liability that has accrued prior to the Multicast Effective Date shall survive termination of this Agreement pursuant to the terms and subject to the conditions of Section 5.1(d).

(e) Reversion Rights. In the event that this Agreement shall be terminated pursuant to Section 1.7(d), the spectrum usage rights with respect to the FCC license of Sharee's Station shall revert to Sharer, and Sharer may file an application with the FCC to change its FCC license to non-shared status, or, at its sole discretion, elect to channel share with another party.

#### ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, from and after the Boston Commencement Date, Sharer and Sharee shall share the 6 MHz Shared Channel (or

19.39 Megabits per second (“Mb/s”) as allocated under the current ATSC 1.0 system) in accordance with the allocation set forth on *Schedule 2.1*. Sharer and Sharee may change the allocation of bandwidth set forth on *Schedule 2.1* at any time as they may mutually agree, provided that any allocation shall comply with the FCC’s requirements and, at a minimum, shall provide 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 over-the-air program stream at all times. In the event this Agreement expires by its terms or is terminated pursuant to Section 5.1, from and after any such termination, Sharer shall retain the exclusive right to use the Shared Channel, and Sharee shall have no further right to use the Shared Channel.

2.2. Sublease of Spectrum Rights. Either party shall have the right to sublease, transfer or otherwise dispose of any portion of the spectrum allocated for its use under this Agreement and its rights under this Agreement (a “Sub-Sharing Arrangement”) to any unaffiliated third party, which right shall include the right to enter into a local marketing agreement, time brokerage agreement, or similar third party arrangement. In no event shall a Sub-Sharing Arrangement relieve the party hereunder entering into such Sub-Sharing Arrangement of any of its obligations hereunder.

2.3. Encoding. In order to take advantage of a Stat Mux pool, Sharer and Sharee may implement a single, redundant common encoding pool. From and after the Boston Commencement Date, each of Sharer and Sharee shall have the right to monitor in real time and audit the Shared Channel’s encoding system to ensure compliance with Section 2.1 and *Schedule 2.1*. Each of Sharer and Sharee shall make all records of such encoding available to the other upon written request during normal business hours.

2.4. Technical Changes.

(a) Mandatory Changes. From and after the Boston Commencement Date, in the event that the FCC requires new standards of modulation or other technical or other modifications to the operation of the Transmission Facilities or the Shared Channel, the parties will timely make any such modifications in compliance with such requirements established by the FCC. Sharer shall be responsible for any costs to implement such modulation or technical changes. In the event that such changes alter the available bandwidth on the Shared Channel, Sharer and Sharee will cooperate to divide the available bandwidth following such modifications, subject to Section 2.4(b) if applicable.

(b) New Transmission Technologies. Sharer shall not adopt or deploy the new modulation standard or transmission technology currently known within the television industry as ATSC 3.0 (“ATSC 3.0 Upgrade”) for the Shared Channel without the prior written consent of Sharee (which shall not be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing, Sharer may upgrade Sharer’s Station to ATSC 3.0, in its sole discretion, at such time as more than seventy percent (70%) of the stations in the DMA are broadcasting exclusively in ATSC 3.0. Any budget and timeline for implementing the ATSC 3.0 Upgrade shall comply with applicable FCC rules and regulations and meet generally accepted industry standards. Sharer shall be responsible for all costs associated with the ATSC 3.0 Upgrade.

(c) Other Upgrades. Nothing in this Agreement is intended to prohibit either Sharer or Sharee from implementing new transmission systems or new technical standards for its station using the Shared Channel, unless any such new system or standard could reasonably be expected to adversely affect the other party's station or the Shared Channel, require the other party to make a material change in its operations or reduce or change the other station's coverage area, in which event the other party's consent shall be required prior to implementing such new system or standard.

2.5. Use of Capacity. Each party shall have the right to use its allocated capacity on the Shared Channel in such party's sole discretion in accordance with the terms of this Agreement and all FCC rules and regulations, including without limitation broadcasting one stream or multiple streams and broadcasting content provided by third parties. Neither party shall take any action that interferes with the other's use of capacity on the Shared Channel or the Transmission Facilities. Each party shall have the right, in its sole discretion, to enter into additional channel sharing agreements within its allocated capacity that do not have a material adverse effect on the other party's station or the Shared Channel.

2.6. Transmissions. Each of Sharer and Sharee shall be responsible, at its sole expense, for transmitting its station's programming in a broadcast-ready final format to the Transmitter Site or other receive site reasonably designated by Sharer. Sharer shall not alter the content provided by Sharee, provided, however that Sharer may encode, compress or modulate Sharee's content as required to statistically multiplex together the parties' content streams using the parameters set forth in this Agreement.

2.7. FCC Licenses.

(a) Authorizations. Each party shall maintain all main station broadcast licenses issued by the FCC necessary for its operations on its 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.

(b) Compliance with Law. Each party shall comply with this Agreement, the Communications Laws, the Channel Sharing Rules, and with all other FCC and other applicable laws with respect to its ownership and operation of its station subject to this Agreement and its use of the Shared Channel. In the event that the FCC adopts changes to the Channel Sharing Rules, the parties will undertake good faith negotiations to amend this Agreement in order to comply with such changes to the Channel Sharing Rules. Sharer shall be solely responsible for all content it transmits on the Shared Channel, and Sharee shall be solely responsible for all content it transmits on the Shared Channel.

(c) Control. Consistent with FCC rules, each party shall control, supervise and direct the day-to-day operation of its station subject to this Agreement (including its employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Neither party shall use the call letters of the other's television station in any medium, except in correspondence with the FCC related to the performance of this Agreement. Without limiting the generality of the foregoing, nothing in this Agreement is intended, nor shall be construed, to establish a joint sales relationship between the parties and in

no event shall either party have the right to conduct advertising sales on behalf of the other or to hold itself out as the agent of the other party for such sales.

(d) Channel Sharing Documents. Each party shall notify the other of all documents filed with or received from the FCC with respect to this Agreement, the transactions contemplated hereby or the Shared Channel, and shall provide the other with copies of such documents to the extent permitted by FCC rules and other applicable laws.

(e) FCC Fees. Each of Sharer and Sharee shall be responsible for timely payment of all fees owed by it to the FCC with respect to its television station using the Shared Channel.

2.8. Must-Carry and Retransmission Consent. Each party shall be solely responsible for exercising must-carry or retransmission consent rights (or any other right of distribution) for its respective station, and neither party shall have any use, claim, or benefit of, or derive any carriage rights from or have any obligation under any carriage agreement of the other party. If a party electing must-carry rights becomes subject to a “market modification” or similar petition filed by any MVPD with respect to carriage of its station subject to this Agreement, it shall, within five (5) business days of receipt, notify the other party and provide a copy of such petition.

### ARTICLE 3: OPERATIONS

#### 3.1. Transmission Facilities.

(a) Transmitter Site. Subject to the Transmission Facilities Lease, Sharer shall provide Sharee with access to the Transmission Facilities twenty-four (24) hours a day, seven (7) days a week, including a right to ensure ongoing broadcast operations in the ordinary course consistent with past practices of Sharer’s Station and good engineering practices customary in the television broadcast industry.

#### (b) Transmission Facilities Lease.

(i) Prior to the Boston Commencement Date, Sharer shall deliver to Sharee an estoppel certificate or similar written instrument executed by the landlord under the Transmission Facilities Lease confirming Sharee’s right to access the Transmitter Site, the rent and term of such lease and that there are no defaults thereunder.

(ii) During the Term, Sharer shall maintain the Transmission Facilities Lease in full force and effect, not default under such lease, enforce its rights and remedies under such lease and promptly provide Sharee with copies of all notices given or received under or amendments to such lease.

(iii) Sharee shall not take any action that would cause Sharer to be in breach of or default under the Transmission Facilities Lease.



(c) Shared Equipment. A list of material items of Shared Equipment as of the date of this Agreement has been prepared and separately agreed to by the parties, and such list may be updated by the parties upon mutual written agreement. The Shared Equipment shall include any replacements of such items or additions thereto as mutually agreed by the parties from time to time in accordance with this Agreement. Title to all items comprising the Shared Equipment shall remain with Sharer. The shared use under this Agreement does not constitute a conveyance of title. Sharee may use the Shared Equipment only in accordance with good engineering practices and only in the operation of Sharee's Station and for no other purpose. Sharer shall maintain the Transmission Facilities consistent with good engineering practices and shall determine, in its reasonable good faith discretion, any ordinary course maintenance and repairs, non-ordinary course capital expenditures, upgrades or replacements necessary or desirable with respect to the Transmission Facilities.

(d) Exclusive Equipment. Subject to any restrictions imposed by the Transmission Facilities Lease, Sharee may install equipment owned solely by it at the Transmitter Site. Each party shall, at its own expense, maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with past practice. Title to all such equipment solely owned by a party shall remain with such party.

(e) Operations. Sharee shall not permit to exist any lien, claim or encumbrance on the Transmission Facilities, except with respect to transmission equipment owned separately by Sharee and that it is not part of the Shared Equipment. Each of Sharer and Sharee shall:

(i) not interfere with the business and operation of the other's television station or the other's use of such facilities;

(ii) use the Transmission Facilities only for the operation of its television station in the ordinary course of business, including any purpose permitted under the terms of its station's FCC authorizations and the Communications Laws;

(iii) maintain, at its own expense, sufficient insurance with respect to its use of the Transmission Facilities and operations from the Transmission Facilities during the Term and name the other broadcaster as an additional insured under such policies; and

(iv) comply in all material respects with all laws applicable to its operations relating to the Transmission Facilities.

(f) Alterations to Transmission Facilities. In the event Sharer wishes to make an expenditure to upgrade or replace the Transmission Facilities or any portion thereof, Sharer shall have the right to purchase and install the desired equipment at its sole cost and expense, and Sharer shall retain sole title to such equipment; provided that such equipment does not (1) interfere with, harm or adversely affect the Transmission Facilities or other operations of Sharee's Station or (2) degrade the signal of Sharee's Station.

(g) Interruptions. If the Transmission Facilities suffer an unexpected failure such that a party must temporarily cease broadcasting or operate at reduced power levels, Sharer

shall use commercially reasonable efforts, consistent with good engineering practices, to repair the Transmission Facilities to return the stations using the Shared Channel to operations at full authorized power as promptly as practicable. In addition, in the event of planned repairs to the Transmission Facilities, Sharer and Sharee shall coordinate such repairs (and any related downtime), including by providing advance notice of such repairs to the extent reasonably practicable. If necessary, the non-requesting party shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site; provided that the requesting party shall take all reasonable steps to minimize the amount of time the non-requesting party shall operate with reduced facilities and that the requesting party shall take all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time convenient to the non-requesting party, between the hours of midnight and 5 a.m. if practicable. Except as may be required in the event of an emergency, neither party shall have the right to temporarily reduce or suspend the broadcast service of the other party without the prior consent of such other party (which consent shall not be unreasonably withheld, conditioned or delayed) if such temporary reduction or suspension requires prior approval of the FCC.

(h) Sharee Self-Help. Without limiting its general access rights to the Transmission Facilities, in the event of a material breach by Sharer of its repair obligations with respect to the Transmission Facilities and failure to cure (upon reasonable notice thereof) by Sharer, Sharee shall have the right to undertake itself any necessary maintenance or repairs, and Sharer shall promptly (and in any event within thirty (30) days after invoice) reimburse Sharee an amount equal to the total reasonable and customary, documented out-of-pocket expenses incurred by Sharee; provided that such maintenance or repair shall be undertaken by appropriately experienced individuals (determined in Sharee's good faith and reasonable discretion) and in a manner consistent with good engineering practices.

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

3.2. Interference. Neither Sharer nor Sharee shall modify its 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. The parties shall use commercially reasonable efforts to avoid interference between their respective operations and shall promptly resolve any interference that may arise in connection with such operation. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and the party so notified shall take all commercially reasonable steps to correct such interference in all material respects as promptly as practicable.

3.3. Force Majeure. Neither party shall be liable to the other party for any failure or delay in the performance of its non-monetary obligations under this Agreement to the extent that

the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

### 3.4. Expenses.

(a) Operating Costs. The expenses of operating the Shared Channel and the Transmission Facilities shall be paid by Sharer. Sharee shall have no responsibility for any operating expenses, capital expenditures or costs to purchase or lease equipment with respect to the Shared Channel or the Transmission Facilities.

(b) Sole Costs of Each Party. Each of Sharer and Sharee shall be solely responsible for (i) costs for any necessary link between its station's studio site and the site in the DMA from which Sharer's Station transports its signal to the Transmitter Site for broadcast on the Shared Channel, (ii) all expenses related to any equipment solely owned by it and located at the Transmitter Site and (iii) all of its expenses not related to the Transmission Facilities. Sharee shall be responsible for the costs of delivering its signal to the Transmitter Site. Any out-of-pocket costs reasonably necessary to modify the Transmission Facilities for shared use under this Agreement shall be paid by Sharer.

### 3.5. Regulatory Obligations.

(a) Individual Regulatory Obligations. Each party shall use commercially reasonable efforts to ensure ongoing operations of Sharer's Station and Sharee's Station, as applicable, consistent with good engineering practices and in a manner compliant with the Communications Laws. Such commercially reasonable efforts shall include, at minimum, prompt notice to the other party of material communications to and from the FCC that may relate to a station's operations and frequent coordination to minimize any necessary disruptions to operations that may affect both stations. Each party shall be responsible for compliance with provisions of the Communications Laws pertaining to its programming, personnel, finances and regulatory reporting obligations.

(b) FCC Conditions. If the FCC imposes a condition on the approval, performance or terms and conditions of this Agreement or any of the FCC applications filed pursuant to this Agreement that (i) has the effect of materially increasing the cost of performance by a party of its obligations under this Agreement or (ii) that cancels, changes or supersedes any material term or provision of this Agreement (collectively, a "Regulatory Condition"), then the parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent, and purpose of this Agreement and as may be necessary to comply with such Regulatory Condition, while maintaining to the greatest extent possible the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition, provided that no party shall be required to agree to any amendment that would deprive that party of a material benefit of this Agreement.

### 3.6. Representations and Warranties.

(a) Organizational Matters. Each party hereto represents and warrants to the other party hereto that: (i) it is a corporation, limited liability company or general partnership (as applicable) duly organized and validly existing under the laws of its place of organization, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state in which the Transmitter Site is located, (iii) 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 and (iv) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

(b) Sharer Representations. Sharer represents and warrants to Sharee that: (i) it has obtained all main station FCC approvals necessary for its operations on Sharer's Station as currently operated by it, (ii) its ownership and operation of Sharer's Station complies with the FCC rules, regulations and policies and other applicable laws in all material respects, (iii) the main station FCC license for Sharer's Station has not expired or been cancelled and is not subject to a non-final cancellation order or revocation order, (iv) it has provided a true, correct and complete copy of the Transmission Facilities Lease to Sharee, (v) the Transmission Facilities Lease is in full force and effect, and Sharer has not given or received any notice of default, cancellation or surrender under the Transmission Facilities Lease that has not been resolved and (vi) to Sharer's knowledge, the Transmission Facilities are not subject to eminent domain, condemnation or similar proceedings.

(c) Sharee Representations. Sharee represents and warrants to Sharee that: (i) it has obtained all main station FCC approvals necessary for its operations on Sharee's Station as currently operated by it, (ii) its ownership and operation of Sharee's Station complies with the FCC rules, regulations and policies and other applicable laws in all material respects and (iii) the main station FCC license for Sharee's Station has not expired or been cancelled and is not subject to a non-final cancellation order or revocation order.

3.7. Necessary Actions by Host Licensee. Sharer acknowledges that the FCC licenses with respect to Sharer's Station are held directly by Host Licensee, a wholly-owned subsidiary of Sharer and, accordingly, to the extent it shall be deemed necessary for Host Licensee to undertake or refrain from any action that may be contemplated by the terms and conditions of this Agreement, Sharer covenants and agrees that it shall cause Host Licensee to undertake or refrain from, as applicable, any such action.

#### ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement, (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement and (iii) its use of the Transmission Facilities or the Shared Channel. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

4.2. Programming Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the programming, advertising and operation of its television station using the Shared Channel, 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.

4.3. Liability. Except (a) to the extent arising from a claim against an indemnified party by a third party giving rise to a loss subject to indemnification hereunder or (b) in the case of personal injury, including death, and damages to tangible property caused by the gross negligence or willful misconduct of a party or its employees, agents or subcontractors, in no event shall any party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

4.4. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 3.6, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR GRANTS ANY WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED.

## ARTICLE 5: TERMINATION AND REMEDIES

### 5.1. Termination.

(a) Breach. Either party may terminate this Agreement by written notice to the other party in the event of a material breach of or default by the other party under this Agreement which is not cured within ninety (90) days after written notice of such breach or default. For purposes of this Agreement, a material breach or default under this Agreement shall be defined as a breach of a material obligation of a party under this Agreement that results in a fundamental impairment of a party's ability to broadcast its programming on the Shared Channel.

(b) Loss of License. If a party's FCC license to use the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed, or otherwise terminated for any reason (a "Loss of License"), then simultaneously therewith all spectrum usage rights for the full 6 MHz Shared Channel shall revert to the other party and this Agreement shall terminate. The parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the remaining licensed party to assume (and thereafter be the sole holder of) the Shared Channel and convert its FCC license to non-shared status.

(c) Insolvency. Either party may terminate this Agreement by written notice to the other upon (i) the institution by or against the other party of insolvency, receivership or bankruptcy proceedings which is not dismissed within sixty (60) days of the date of filing, (ii) the other party making an assignment for the benefit of creditors or (iii) the other party's dissolution or ceasing to do business.

(d) Conversion to Multicast. In the event that Sharee has timely exercised the Multicast Right, this Agreement shall terminate pursuant to the terms and subject to the conditions of Section 1.7(d).

(e) Contingencies. Sharee may terminate this Agreement by written notice to Sharer pursuant to the terms and subject to the conditions of *Schedule 1.1*.

(e) 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, the last sentence of Section 2.1, Article 4, Sections 1.7(e), 5.1(b), (e) and (f), 5.2, 5.3, 6.1 and 6.2 and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

(f) Surrender of Facilities. Within five (5) business days after any termination of this Agreement, but subject to Sections 5.2 and 5.3, Sharee shall, vacate the Transmitter Site, remove all of its assets from the Transmitter Site, surrender the Transmitter Site in substantially the same condition existing on the Boston Commencement Date (reasonable wear and tear excepted) and surrender to Sharer all keys and other means of entry to the Transmitter Site.

5.2. Sharee Wind-Down Period. In the event this Agreement is terminated pursuant to Section 5.1 (but not pursuant to Sections 1.1 or 1.7(d)), Sharer shall permit Sharee to continue to share spectrum with Sharer as provided in Article 2, and Sharer shall continue to provide the access and services set forth in Section 3.1, for a period of up to one hundred eighty (180) days following the effective date of such termination; provided that during such period Sharee continues to comply with the terms of this Agreement, including any payment obligations.

5.3. Facilities Option. In the event that Sharer's Station suffers a Loss of License during the Term or this Agreement is terminated by Sharee upon a material breach by Sharer pursuant to the terms and subject to the conditions of Section 5.1(a) or is terminated by Sharee in connection with a Sharer insolvency event pursuant to Section 5.1(c), then Sharee shall have the right to acquire Sharer's interest in the Transmission Facilities in consideration for the fair market value of such interest (the "Sharee's Facilities Option") by providing written notice to Sharer of Sharee's exercise of Sharee's Facilities Option within ten (10) business days of (i) Sharer providing notice to Sharee of the Loss of License or Sharee otherwise becoming aware of the Loss of License by Sharer or (ii) the effective date of the termination for material breach or insolvency, as applicable.

5.4. Specific Performance. In addition to any other available remedies, in the event of failure or threatened failure by a party to comply with the terms of this Agreement, 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.

5.5. Remedies Cumulative. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

#### ARTICLE 6: MISCELLANEOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their respective businesses and properties that is disclosed in connection with the performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' representatives and lenders. No party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding anything to the contrary herein, the parties acknowledge that Sharee will be required to submit this Agreement with its application for the Boston CP. This Section shall survive any termination or expiration of this Agreement.

6.2. Expenses. Except as otherwise provided herein, Sharer and Sharee shall pay their own expenses incident to the preparation and performance of this Agreement, including all fees and expenses of their respective counsel.

6.3. Assignment. Neither party may assign or delegate this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, (i) Sharer shall assign this Agreement to any FCC-approved assignee or transferee of Sharer's Station and may assign this Agreement to any affiliate of Sharer with respect to whom the FCC licensee of Sharer's Station is a wholly-owned subsidiary and (ii) Sharee shall assign this Agreement to any FCC-approved assignee or transferee of Sharee's Station, and in either case, shall deliver to the non-assigning party a written assumption of this Agreement by such assignee, transferee, or affiliate of Sharer. Except in connection with an assignment or transfer pursuant to clause (i) above, Sharer not assign, transfer, or otherwise convey title to the Shared Transmission Facilities to an unaffiliated third party during the Term. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. No assignment shall relieve any party of any obligation or liability under this Agreement. 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.

6.4. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules and published policies 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.

6.5. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Sharer:	ION Media of Boston, Inc. 810 7th Avenue 31st Floor New York, NY 10019 Attention: Michael Hubner, General Counsel Facsimile: (646) 597-5903
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with a copy (which shall not constitute notice) to:	Paul Hastings LLP 875 15th Street, N.W. Washington, DC 20005 Attention: Eric Dodson Greenberg, Esq. Facsimile: (202) 551-0343
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if to Sharee:	Educational Public TV Corporation 3901 Highway 121 Bedford, TX 76021 Attention: Arnold Torres Facsimile: (817) 571-0239
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with a copy (which shall not constitute notice) to:	Wiley Rein LLP 1776 K Street, NW Washington, DC 20006 Attention: Jessica Rosenthal and Ari Meltzer Facsimile: (202) 719-7049
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6.6. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware.

6.7. Information. 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 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.



6.8. Relationship and Dealings with Third Parties. Each of the parties hereto is an independent contractor, and no party is, nor shall be considered to be, the agent of another party for any purpose whatsoever. Neither party has any authorization to enter into any contracts nor assume any obligations for the other party nor make any warranties or representations on behalf of the other party, other than as expressly authorized herein. Nothing in this Agreement shall be construed as establishing an agency, partnership, fiduciary relationship or joint venture relationship between the parties hereto. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other party as the other party's contracting broker, agent or otherwise for committing, selling, conveying or transferring any of another party's assets or property, contracting for or in the name of the other party or making any representations contractually binding the other party.

6.9. Miscellaneous. 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. This Agreement (including the Schedules and Exhibit hereto and the other agreements described herein) 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. Neither party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may be executed in separate counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

14128952

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

SHARER:

ION MEDIA OF BOSTON, INC.

By:   
Name: Michael Hubner  
Title: Secretary

SHAREE:

EDUCATIONAL PUBLIC TV CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

SHARER:

ION MEDIA OF BOSTON, INC.

By: \_\_\_\_\_

Name:

Title:

SHAREE:

EDUCATIONAL PUBLIC TV CORPORATION

By: \_\_\_\_\_

Name:

Title:

  
Name: MARCUS LAMB  
Title: PRESIDENT