

CHANNEL SHARING AND LICENSE AGREEMENT

THIS CHANNEL SHARING AND LICENSE AGREEMENT (this "*Agreement*") is made as of November 24, 2017 ("*Effective Date*") by and between the University of North Carolina d/b/a The University of North Carolina Center for Public Television ("*Host*") and Radiant Life Ministries, Inc. ("*Sharee*").

RECITALS

WHEREAS, Host is licensee of noncommercial educational television station WUNC-TV (Facility ID 69080), licensed to Chapel Hill, North Carolina, and currently assigned by the Federal Communications Commission ("*FCC*") to operate on Channel 25 ("*WUNC-TV Pre-Transition Channel*"); and

WHEREAS, 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*"), WUNC-TV has been reassigned by the FCC to operate on Channel 20 ("*WUNC-TV Post-Transition Channel*") as shown in the *Auction 1000 Closing and Channel Reassignment Public Notice* released by the FCC on April 13, 2017 ("*CCRPN*");

WHEREAS, Sharee is licensee of television station WLXI(TV) (Facility ID 54452), Greensboro, North Carolina, on Channel 43, and television station WRAY-TV (Facility ID 10133), Wilson, North Carolina, on Channel 30 (collectively, "*Sharee Pre-Auction Channels*"); and

WHEREAS, both WLXI(TV) and WRAY-TV (collectively, "*Sharee Stations*") are subject of separate winning channel relinquishment bids in the Incentive Auction as announced in the CCRPN and, accordingly, are each required to cease operating on their presently-authorized broadcast channels following receipt of Incentive Auction proceeds as specified in the *Post-Incentive Auction Broadcast Transition Public Notice* released by the FCC on January 27, 2017 ("*Transition Public Notice*"); and

WHEREAS, Host and Sharee desire to enter into an agreement to share the WUNC-TV broadcast channel(the "*Shared Channel*") and license any and all related intellectual property rights associated with the portion of the Shared Channel used by Sharee in accordance with all existing and future FCC rules and published policies governing channel sharing agreements (collectively, the "*Channel Sharing Rules*"); and

WHEREAS, the parties acknowledge and agree that the Shared Channel shall initially be the WUNC-TV Pre-Transition Channel, but shall be transitioned following the commencement of channel sharing to the WUNC-TV Post-Transition Channel; and

WHEREAS, upon the termination or expiration of this Agreement the shared spectrum usage rights shall revert to the Host.

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. FCC Required Provisions and Auction Matters.

(a) Certain FCC Required Provisions. As required under the Channel Sharing Rules, each of Host and Sharee hereby certify that this Agreement complies with the Channel Sharing Rules, as follows:

i. This Agreement contains provisions setting forth each party's rights and responsibilities regarding:

- (1) Access to the Shared Transmission Facilities, including whether each licensee will have unrestrained access to the Shared Transmission Facilities (Section 7(c));
- (2) Allocation of bandwidth within the Shared Channel (Section 4(b));
- (3) Operation, maintenance, repair, and modification of the Transmission Facilities (Section 7), including a list of all relevant equipment (Section 7(b) and Schedule B), a description of each party's financial obligations (Section 8) and any relevant notice provisions (Sections 3 and 6(a));
- (4) Transfer/assignment of a party's FCC license for the Shared Channel, including the ability of a new FCC licensee to assume this Agreement (Section 14(c)); and
- (5) Termination of a party's FCC license for the Shared Channel (Section 12(d)) and reversion of spectrum usage rights to the Host on termination or expiration of this Agreement (Section 12(f)).

ii. This Agreement also contains provisions:

- (1) Affirming compliance with all relevant FCC Rules (Sections 4(d) and 6(c)); and
- (2) Requiring that each party shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide a standard definition program stream at all times (Section 4(a)).

(b) Auction Proceeds. As between Sharee and Host, Sharee reserves all rights and interests in and to the Auction Proceeds, and nothing herein shall give Host any right to receive the Auction Proceeds or any portion thereof.

2. 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 two (2) 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 WUNC-TV Master Control Site or Transmitter Site, delivers any communications equipment to the WUNC-TV Master Control Site or Transmitter Site for installation or use in connection with this Agreement, or connects any wire or equipment to the WUNC-TV Master Control Site, Transmitter Site or Transmission Facility (such date being the “**Agreement Commencement Date**”). To avoid any uncertainty, upon Sharer’s reasonable conclusion that Sharee has taken an action above that establishes the Agreement Commencement Date, Sharer, in accordance with the notice provisions herein, shall provide written notice of the Agreement Commencement Date to Sharee.

(b) Renewal Terms. This Agreement will automatically renew for up to two (2) additional renewal terms of five (5) years each (each, a “**Renewal Term**”) unless either party gives notice to the other party, no later than ninety (90) days prior to the expiration of the Initial Term that such party does not intend for the Agreement to renew for the upcoming Renewal Term.

3. 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, Host and Sharee shall provide to the other or submit to the FCC all certifications or other information required of a Host 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) Host CP Application. The Host has timely filed and diligently prosecuted an application (“**Host CP Application**”) for the WUNC-TV Post-Transition Channel and obtained a construction permit therefore (“**Host CP**”), and shall thereafter file and prosecute such Host CP modification applications and/or amendments, special temporary authorizations, waiver requests, extensions of time as appropriate to obtain authorization to modify WUNC-TV’s facilities to the WUNC-TV 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 applications (each, a “**Sharee CP Application**”) for construction permits to operate the Sharee Stations on the WUNC-TV Pre-Transition Channel on a shared basis with Host.

(c) Sharee Notice to Viewers. No later than thirty (30) days prior to Sharee’s discontinuance of operations on the respective WLXI(TV) and WRAY-TV Sharee Pre-Auction Channels, Sharee shall air FCC-required notifications alerting Sharee’s viewers of the termination of operations on the Sharee Pre-Auction Channels.

(d) Sharee Notices to MVPDs. No later than thirty (30) days prior to Sharee's discontinuance of operations on each of the Sharee Pre-Auction Channels, Sharee shall provide FCC-required notices to MVPDs that no longer will be required to carry WLXI(TV) and/or WRAY-TV, or that currently carry and will continue to be obligated to carry WLXI(TV) and/or WRAY-TV, or that will become obligated to carry WLXI(TV) and/or WRAY-TV.

(e) Sharee Suspension Notice. No later than two (2) days prior to Sharee's discontinuance of operations on each of the Sharee Pre-Auction Channels, Sharee shall file Suspension of Operations Notifications with the FCC.

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

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

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

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

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

The deadlines specified in Sections 3(a)-(j) above shall be extended to the extent that Sharer or Sharee seek and the FCC grants extensions thereof pursuant to its established procedures and policies.

4. 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 first of the Sharee Pre-Auction Channels, Host shall transmit content provided by Sharee over the Shared Channel. Host 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, Host must have the right to use at least one-half of the total capacity of the Shared Channel.

(b) Capacity Allocation. Subject to Section 4(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 Host's primary HD program stream. The parties anticipate that the actual bandwidth necessary to deliver the required signal will fluctuate depending on the nature of the programming but will typically not exceed 25-30% of the total available bandwidth. Host 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. To the extent necessary to effectuate the parties' bit allocation arrangement, Host and Sharee will 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 4(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 Host and Sharee can utilize greater capacity as required by periodic content demands for certain high-bandwidth programming.

(d) Use of Shared Capacity. Each of Host 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 Host and Sharee shall be responsible, at its sole expense, for the provision of its programming in a broadcast-ready final format to the encoding location at Host's Master Control Site. Host shall be responsible for transmitting content provided by Sharee using the Shared Equipment. Except as provided herein, Host shall not alter the content provided by Sharee; provided, however that Host may: (i) encode, compress or modulate the content as required in order to multiplex Host 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. Host and Sharee shall have a single encoding pool. Each of Host and Sharee shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with this Section 4. Each of Host 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 Host'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.

5. 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, Host 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, and provided further that each party, to the extent required by the FCC, has secured a means to deliver an ATSC 1.0 signal in its local market or a waiver of any such requirement then in existence.

(b) ATSC 3.0. As of the Agreement Commencement Date, the Shared Channel will be delivered in a digital form compliant with current ATSC 1.0 standards. In the event that the suite of standards currently known as the ATSC 3.0 standard is approved and adopted by the FCC with respect to the transmission of broadcast television signals, and Host desires to utilize such standard at any point during the Term, then the parties will discuss in good faith such new standard with respect to the Agreement and whether adjustments or amendments to the terms of the Agreement may be necessary or appropriate taking into consideration the use by both parties of the additional technical feature set available under the new standard, as well as spectrum efficiencies. In the absence of agreement otherwise, Host 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, above the average data utilization rate of Sharee under the ATSC 1.0 standard. In any event, the Host shall effectuate such transition in accordance with FCC rules and generally accepted industry standards 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, the parties agree to share equally in the 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 4, Host shall be entitled to utilize any and all of the capacity and/or capabilities created by such upgrades and technologies.

6. 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 Host 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. Host 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 Host'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. Host 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, Host and Sharee shall comply with all laws and leases, licenses or similar agreements applicable to the Transmission Facilities (the "***Transmission Facility Agreements***"). Host 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, Host shall control, supervise and direct the day-to-day operation of Host's Station (including Host'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 Stations (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 Host nor Sharee shall hold itself out as the licensee of the other's television station(s) using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party's television station(s). Neither Host nor Sharee shall use the call letters of the other party's television station(s) in a false or misleading manner, or in a manner suggesting common ownership, control or association.

(e) FCC Fees. The parties acknowledge that Host and Host's Station are exempt from certain FCC fees as of the date of this Agreement. Each of Host 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(s) using the Shared Channel. Each of Host 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 Host 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 Host 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 Host pays Sharee's portion of the joint fees imposed on the Shared Channel, Sharee shall reimburse Host within thirty (30) days after invoice for fifty percent (50%) of the joint fees imposed on the Shared Channel.

(f) Cooperation. Each of Host 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 Host 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. Host shall be solely responsible for exercising must-carry rights for Host'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 Host 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. Based on its review of applicable FCC orders and regulations, Sharee anticipates that the Sharee's Stations will qualify for carriage by MVPDs in each of their respective markets. In the event that Sharee's carriage rights are challenged by an MVPD on the basis of the arrangement facilitated by the Agreement (*i.e.*, not for reasons such as failure to properly invoke carriage rights, failure to provide a good quality signal, or market modification) Host will reasonably cooperate with Sharee to minimize adverse impact of such challenge, including substitute signal carriage of WLXI-TV on UNC Station WUNL-TV, Winston-Salem, North Carolina, on a channel sharing basis, subject to Sharee's payment of all expenses associated with the change in signal reception and retransmission locations and the Sharing Fee specified on Schedule A. In the event that substitute signal carriage is provided under this Section 6(g), WUNL-TV's transmitter site at 2463 Sauratown Mountain Road, Westfield, North Carolina shall also be considered a "Transmitter Site" under this Agreement.

7. Facilities for Shared Channel

(a) Definitions. For the purposes of this Agreement, "**Transmitter Site**" means the land and tower assets owned by Host located at 4401 Jones Ferry Road, Chapel Hill, North Carolina. "**Master Control Site**" means Host's building and equipment at The Joseph and Kathleen Bryan Communications Center, 10 T.W. Alexander Drive, Research Triangle Park, NC 27709. "**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. Host 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 Host and Sharee in the operation of their respective television stations broadcasting on the Shared Channel ("**Shared Equipment**") (Schedule B). During the Term, Host 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 7(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 in order to monitor, service, maintain and periodically upgrade its signal reception, control and insertion equipment, but that any installation, addition or modification of that equipment shall not be made without UNC's express consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, (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 Host. 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 Host's television station or Host's use of the Transmission Facilities. Each of Host 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, as summarized on Schedule C.

(e) Exclusive Equipment. Each of Host 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 Host 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 Host 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 Host 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 Host.

(i) Insurance.

(i) Host's Insurance. Host, at its own expense, shall maintain insurance covering the Transmission Facilities at a customary level and in accordance with past practice, acknowledging that Host's insurance requirements are subject to North Carolina statutory and administrative self-insurance provisions and procedures, and restricted to coverage provided by or through the North Carolina Department of Insurance. UNC-TV is a self-insured agency of the State of

North Carolina, for both property and tort liability. Property is insured through a fund with the State of North Carolina Department of Insurance. The North Carolina Tort Claims Act, The Defense of State Employees Act, and the Excess Liability Policy, which is administered through the North Carolina Department of Insurance, determine tort liability for its employees and agents. *See* Article 31A of Chapter 143, §143-300.2 through §143-300.8, and Article 31 of Chapter 143, §143-291 through §143-300.2.

(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 Host, that (a) Sharee's general liability and errors and omissions insurance policies shall include Host 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 Host.

(j) Interference. Host 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 Host 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 Host'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 Host 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 Host 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. Host 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 Host takes all reasonable steps to minimize the amount of time the Shared Channel shall cease operations or operate with reduced facilities and that Host 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, Host 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. Host shall not have any liability to Sharee for loss of revenue or other damages resulting from any work under Section 7(k) or technical failure under this Section 7(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.

8. Payments and Costs

(a) Royalty Fees. In consideration of Host's sharing of capacity on the Shared Channel with Sharee, Sharee shall pay to Host an annual Royalty Fee in the amount specified on Schedule A. The Royalty Fee for the first year of the Agreement shall be paid to Host no later than the Agreement Commencement Date, and the Royalty 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 wire transfer to an account designated by Host from time to time.

(b) Equipment Fund. execution of the Agreement, Sharee shall pay to Host the amount specified in Schedule A which shall be used to defray equipment costs associated with integrating Sharee's programming into the WUNC-TV signal.

(c) Repacking Costs. In connection with the FCC's repacking process, Host shall seek reimbursement from the TV Broadcaster Relocation Fund for the costs it reasonably incurs in relocating the Shared Channel to the WUNC-TV Post-Transition Channel. Host 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. Host shall pay all costs of operating the Transmission Facilities and transmitting the parties' signals on the Shared Channel.

(e) Sole Costs. Each of Host 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.

9. 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

(a) Limitations. EXCEPT AS PROVIDED IN SECTION 11(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 11(a) shall not apply to (i) either party's indemnification obligations under Section 10; 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.

(c) Limitations Applicable to State Entity. Notwithstanding any other provision hereof, as to Host, the parties acknowledge: (x) the University of North Carolina Center for Public Television (UNC-TV) will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement only to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of UNC-TV, its officers, or employees; (y) protection and disclosure of information is governed by the requirements of the North Carolina Public Records Act and the North Carolina Trade Secrets Protection Act, and the parties will comply with those requirements to protect their confidential information; and (z) nothing shall act to limit the statutory rights, responsibilities, or obligations of the Governor or the Attorney General of the State of North Carolina, including exclusive rights regarding representation and settlement of claims, and nothing shall act to impose obligations on UNC-TV for jurisdiction or venue outside North Carolina, waiver of jury trial, acceptance of injunctive relief provisions, or obligations for costs and attorney fees unless ordered by a court of competent jurisdiction.

12. 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 5(c) or 8(a)) by Sharee in any material respect which is not cured within thirty (30) days after a written notice of breach or default, Host may submit the dispute for resolution pursuant to Section 13(c); provided that Host shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 13(b). Following any such proceeding, 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, Host 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, Host 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 Host shall have no further obligations to Sharee. In the event of a failure by Sharee to make payment under Sections 5(c) or 8(a), which default is not cured within thirty (30) days after a written notice of breach or default, Host may also terminate this Agreement by

written notice to Sharee, and such notice of termination shall take effect on such date specified by Host in such notice, which may be effective immediately.

(b) Breach by Host. In the event of a breach of or default under this Agreement by Host in any material respect which is not cured within thirty (30) days after a written notice of a breach or default, Sharee may submit the dispute for resolution pursuant to Section 13(c); provided that Sharee shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 13(b). Following any such proceeding, if Host is found to be in material breach of the Agreement, Host 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 Host, 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, Host shall continue to transmit content using the Transmission Facilities, provided that Sharee has timely made, and continues timely to make, all payments to Host 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 Host that relates to (i) Host's failure to share the Shared Channel with Sharee or (ii) Host's failure to transmit content provided to Host 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 Host using the Transmission Facilities and further provided that Sharee's access to the Transmission Facilities shall not impair Host's access to the Transmission Facilities or otherwise impair Host'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 Host for cause pursuant to Section 12(a) or by Sharee for cause pursuant to Section 12(b), to the extent permissible under applicable law, Host shall permit Sharee to continue to share spectrum with Host as provided in Section 4, and Host shall continue to provide the access and services set forth in Section 7, 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 Host.

(d) Loss of License.

(i) Loss of License Prior to Channel Sharing. This Agreement shall terminate automatically if the FCC authorization(s) to operate either Host's Station or Sharee's Stations is revoked, relinquished, withdrawn, rescinded, canceled or not renewed prior to the Agreement Commencement Date.

(ii) Loss of Host's License After Channel Sharing Has Commenced. After the Agreement Commencement Date, this Agreement shall terminate automatically if the FCC license of Host's Station (or Host'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, Host 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 *suasponde* 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 *suasponde* 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 Stations (or Sharee's FCC authorizations 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 Host (subject to FCC approval, to the extent required by applicable law) and Host 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 Host of Sharee Dedicated Equipment (if desired by Host), at fair market value, free and clear of liens, claims and encumbrances. In such event, Host 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, Host'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 Host 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 to transmit content provided by Host using the Transmission Facilities and further provided that Sharee's access to the Transmission Facilities shall not impair Host's access to the Transmission Facilities or otherwise impair Host's spectrum allocation and usage rights under this Agreement.

(f) Effect of Termination or Expiration of Agreement. In the event that the Agreement is terminated by Host or Sharee pursuant to the procedures set forth in this Agreement, or upon expiration of the Agreement, the shared spectrum usage rights will revert to the Host, subject to FCC approval if necessary, and Host may submit an application to the FCC to change its authorization for use of the Shared Channel to a non-shared status.

(g) 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 7(b), 10, 11, 12, and 13 and all other provisions related to obligations to pay expenses shall survive any termination of this Agreement.

13. Dispute Resolution

(a) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina 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, the dispute may be submitted to mediation on agreement of the parties; otherwise, the either party may invoke dispute resolution under Section 13(c).

(c) Forum for Disputes; Waiver of Jury Trial; Attorneys' Fees. The parties hereto submit to the exclusive jurisdiction of the state and federal courts located in the State of North Carolina, Wake County, in the United States of America, for the purpose of resolving any dispute relating to the subject matter of this Agreement or the relationship between the parties pursuant to this Agreement.

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

14. General Provisions

(a) Confidentiality. Subject to the requirements of applicable law or as otherwise agreed upon by the parties, all non-public information regarding Host 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.

(i) Neither party may assign, delegate, sublicense or otherwise transfer this Agreement, or any portion thereof, 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.

(ii) Subject to subsection (i) above, including Host's consent to any assignment of this Agreement, in the event that Sharee enters into a transaction involving sale or assignment of all or substantially all of the assets of either WLXI or WRAY-TV, or both, to a third party which is subject to a "long-form" assignment or transfer of control application filed with the FCC and such third party is unable to "step into the shoes" of Sharee, in regard to utilization of the single program stream arrangement created herein, or UNC-TV is unwilling to grant consent to the assignment of this Agreement under subsection (i) above, Host and Sharee agree to modify this Channel Sharing Agreement to provide for separation of the rights, duties and obligations of the parties, so that the assigned/purchased station(s) may be excluded from future coverage under this Agreement; provided, however, Sharee remains responsible for payment of the Royalty Fee as specified in Schedule A, subject to a one-time right to terminate the Agreement, without penalty and without any further obligation for payment of the Royalty Fee(except for a pro-rated portion thereof as may be applicable during the 180-day period for post-termination continued shared spectrum operations pursuant to Section 12(c) hereof), exercisable by either Host or Sharee by giving thirty (30) days written notice, effective as of first day of the fourth year of the Term.

(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 Host:

Brian Sickora
Executive Director and General Manager, UNC-TV
10 TW Alexander Drive
PO Box 14900
Research Triangle Park, NC 27709-4900

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

Brooks Skinner, Esq.
Associate General Manager and General Counsel, UNC-TV
10 TW Alexander Drive
PO Box 14900
Research Triangle Park, NC 27709-4900

if to Sharee:

Michael Daly
VP-Legal, Radiant Life Ministries, Inc.
TCT Television Network
11717 Route 37
Marion, Illinois 62959 USA

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

Joseph C. Chautin III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471

(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) Press Release. Neither Party shall not issue any press releases or other public announcement or materials regarding this Agreement without the prior written consent of the other Party in each instance; provided, however, nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution, delivery and performance of this Agreement.

(h) 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, together with the attached Schedules, 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. 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 instrument and shall be treated as an original signature for all purposes.

[SIGNATURE PAGE FOLLOWS]

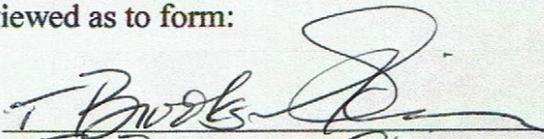
IN WITNESS WHEREOF, the parties have duly executed this Channel Sharing and License Agreement as of the date first set forth above.

HOST:

THE UNIVERSITY OF NORTH CAROLINA
d/b/a The University of North Carolina Center
for Public Television

By: 
Name: BRIAN SISKORA
Title: UNC-TV Executive Director & GM

Reviewed as to form:

By: 
Name: T. BROOKS SKINNER
Title: ASSOC. GEN and GEN. COUNSEL

SHAREE:

RADIANT LIFE MINISTRIES, INC.

By: _____
Name: _____
Title: _____

Reviewed as to form:

By: _____
Name: _____
Title: _____

CONFIDENTIAL

SCHEDULE A

Yearly Fees

For years 1-5: \$ [REDACTED] per year.

For years 6-10: An amount equal to \$ [REDACTED] increased, as of the anniversary of the Effective Date, by the prime rate of interest as announced or published in *The Wall Street Journal* plus two percent. If the *Wall Street Journal* ceases publication of its prime rate of interest, the prime rate of Bank of America, N.A. as of the applicable date shall be used instead. For clarity, the increase is applicable to the first year of the renewal term and payable at that rate for the renewal term.

For years 11-15: An amount equal to the fee for years 6-10 increased, as of the anniversary of the Effective Date, by the prime rate of interest as announced or published in *The Wall Street Journal* plus two percent. If the *Wall Street Journal* ceases publication of its prime rate of interest, the prime rate of Bank of America, N.A. as of the applicable date shall be used instead. For clarity, the increase is applicable to the first year of the renewal term and payable at that rate for the renewal term.

Equipment Fund

A maximum amount of \$ [REDACTED] shall be paid by Sharee to Host to defray equipment costs associated with integrating Sharee's programming into the WUNC-TV signal ("Equipment Fund"). Sharee shall remit amounts payable on account of the Equipment Fund within 30 days of presentation of a binding vendor quote for covered equipment. In the event that the Agreement is terminated by either party pursuant to Section 14(c)(ii), Host shall maintain ownership of such equipment and shall refund to Sharee two-fifths of the total amount of the Equipment Fund provided Sharee is current in its Equipment Fund payments to Host.

SCHEDULE B

Shared Transmission Facilities

I.

WUNC-TV Chapel Hill, North Carolina

1. TOWER STRUCTURE

- 1.1. Main Tower structure
 - Make - Kline
 - Model - 1294' guyed
 - ASR# 1014574
- 1.2. Tower lighting – Flash Technology – Dual mode strobe

2. ANTENNA

- 2.1. Main Antenna
 - Make – ERI
 - Model – ATW22HS3-ETC170-25H
 - Antenna FCC ID – 87110
- 2.2. Standby Antenna
 - Make – ERI
 - Model – ATW12HS3-HSCX-25S

3. TRANSMISSION LINE

- 3.1. Main Transmission line
 - Make – Dielectric
 - Model – 6 1/8" Digit EHT
 - Year Installed – 2001
- 3.2. Standby Transmission line
 - Make – Dielectric
 - Model – 6 1/8" 19-1/2' sections
 - Year Installed – 2009 (used – original manufactured 2001)

4. TRANSMITTER

- 4.1. Main Transmitter
 - Make – Harris
 - Model – CD3100P3 (SigmaCD)
 - Year Installed – 2001
- 4.2. Auxiliary Transmitter
 - Make – Harris
 - Model – DHD30P1 (Diamond)
 - Year Installed – 2009 (used – manufactured 2001)

5. TRANSMITTER EXCITERS

- 5.1. Main Transmitter - Exciters
 - Make – Harris
 - Model – Apex M2X
 - Year Installed – 2009
- 5.2. Auxiliary Transmitter - Exciters
 - Make – Harris
 - Model – CD1A
 - Year Installed – 2001

- 6. STL MICROWAVE
 - 6.1. Primary STL
 - Make – Alcatel Networks
 - Model – MDR-8607
 - Year Installed – 2003
 - 6.2. Secondary STL
 - Make – Alcatel Networks
 - Model – MDR-8606
 - Year Installed – 2003
 - 6.3. Tertiary STL
 - Make – Alcatel Networks
 - Model – MDR-8606
 - Year Installed – 2003

II.

WUNL-TV Winston-Salem, North Carolina

(Contingent List)

In the event that substitute signal carriage is provided under Section 6(g) of the Agreement, the following WUNL-TV equipment shall also be considered “Shared Transmission Facilities”.

- 1. TOWER STRUCTURE
 - 1.1. Main Tower structure
 - Make - Radian
 - Model - 357' guyed
 - ASR# 1014577
 - 1.2. Tower lighting – TWR – Dual mode LED
- 2. ANTENNA
 - 2.1. Main Antenna
 - Make – ERI
 - Model – ATW16HS4-ETC170-32S
 - Antenna FCC ID – 96461
 - 2.2. Standby Antenna
 - Make – Dielectric
 - Model – TLP-16M (C)

3. TRANSMISSION LINE
 - 3.1. Main Transmission line
 - Make – Dielectric
 - Model – DTW1500
 - Year Installed – 1994
 - 3.2. Standby Transmission line
 - Make – Dielectric
 - Model – 6 1/8” 20’ sections
 - Year Installed – 2009 (used – manufactured 2001)

 4. TRANSMITTER
 - 4.1. Main Transmitter
 - Make – Comark
 - Model – DCX-2 (Millenium)
 - Year Installed – 1994
 - 4.2. Auxiliary Transmitter
 - Make – Harris
 - Model – DHD30P1 (Diamond)
 - Year Installed – 2001

 5. TRANSMITTER EXCITERS
 - 5.1. Main Transmitter - Exciters
 - Make – Comark
 - Model – Adapt IV
 - Year Installed – 2009
 - 5.2. Auxiliary Transmitter - Exciters
 - Make – Harris
 - Model – CD1A
 - Year Installed – 2001

 6. STL MICROWAVE
 - 6.1. Primary STL
 - Make – Alcatel Networks
 - Model – MDR-8607
 - Year Installed – 2003
 - 6.2. Secondary STL
 - Make – Alcatel Networks
 - Model – MDR-8606
 - Year Installed – 2003
-

III.
Program Content Processing

1. COMPRESSION EQUIPMENT

- 1.1. Main Encoder
 - Make – Evertz
 - Model – 3480TXE
 - Year Installed – 2017
- 1.2. Backup Encoder
 - Make – Harmonic
 - Model – Electra 9244
 - Year Installed – 2014

2. PSIP GENERATION

- 2.1. Main PSIP Generator
 - Make – Triveni
 - Model – GuideBuilder 5
 - Year Installed – 2017
- 2.2. Backup PSIP Generator
 - Make – Triveni
 - Model – GuideBuilder 5
 - Year Installed – 2014

3. EAS

- 3.1. Main Digital Alert System
 - Make – Monroe Electronics
 - Model – DASDEC-1F
 - Year Installed – 2017

4. AUDIO Processing

- 4.1. Audio will be processed compliant to Calm Act and the latest Audio Curves.

SCHEDULE C

Channel Sharing Implementation

The modifications to implement channel sharing will include the expansion of the existing Evertz 3480 Media Exchange Platform to include the encoding of the Sharee's program service at the Master Control Site. Configuration changes will also be made to the existing Harmonic Electra 9244 encoding platform to accommodate the Sharee's program service in that backup system. Appropriate changes will also be made to the existing TriveniGuideBuilder platforms to allow the systems to generate the necessary PSIP data as outlined in other sections of this document. Also, appropriate configuration changes will be made in the Nevion transport stream processing equipment at each transmitter site in allow for proper operations for both the Host and Sharee.

Anticipated core equipment to implement the solution described above include the following:

- 2 – Evertz 3480 TXE w/ minimum 4 video inputs with distributed statistical multiplexing capabilities
- 2 – Evertz 3480 TXE w/ minimum 1 video input with distributed statistical multiplexing capabilities
- 5 – Evertz 7800 series video distribution amplifiers or equivalent
- 2 – Guidebuilder 5 major channel license add-ons