

October 10, 2017

WFXZ-CD Station, LLC  
14450 Commerce Way  
Miami Lakes, FL 33016  
Attention: Jose Rodriguez

Dear Mr. Rodriguez:

Reference is made to that certain Channel Sharing Agreement between WGBH Educational Foundation (“WGBH”) and WFXZ-CD Station, LLC (“WFXZ”) dated September 8, 2017 (the “CSA”). This amendment (the “Amendment”) amends and supplements the CSA, effective as of the Effective Date, as set forth below. Capitalized terms used but not defined in this Amendment will have the meanings set forth in the CSA.

**WHEREAS**, WGBH and WFXZ mutually desire to amend the CSA as provided herein.

**NOW, THEREFORE**, in consideration of the foregoing, the covenants contained herein, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, WGBH and WFXZ, intending to be legally bound, agree as follows:

- A. In Section 18(a), the second sentence shall be amended and restated in its entirety as follows:

In the event the license of either Host or Guest Station is revoked, relinquished withdrawn, rescinded, canceled or not renewed, and such action shall become final and nonreviewable, the shared spectrum rights allocated to such station (the “Loss Station”) under this Agreement will revert to the other station, subject to FCC approval if necessary, and the non-Loss Station may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status.

- B. The following sentence shall be appended to the end of Section 18(b):

In the event this agreement expires by its terms or is terminated pursuant to this Section 18(b), Host shall retain the exclusive right to use the Shared Channel, and Guest shall have no further right to use the Shared Channel.

*Signature Page Follows*

Very truly yours,

WGBH EDUCATIONAL FOUNDATION

By: Sue Kantrowitz

Name: Sue Kantrowitz

Title: VP + General Counsel

ACCEPTED AND AGREED:

WFXZ-CD STATION, LLC

By: 

Name: Joe A. Eisenberg

Title: Managing Member

cc:

Paul Feldman, Esq.

Ari Meltzer, Esq.

## CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT ("Agreement") is made as of September 8, 2017 between WGBH Educational Foundation, a Massachusetts charitable nonprofit corporation ("WGBH") and WFXZ-CD Station, LLC ("WFXZ").

### RECITALS

A. WGBH owns and operates television broadcast station WGBH-TV, Boston, Massachusetts (Fac. ID 72099), including its primary and all multicast streams ("WGBH-TV"), pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. WFXZ is the licensee of television broadcast station WFXZ-CD, Boston, Massachusetts (Fac. ID 64833), including its primary and all multicast streams ("WFXZ-CD"), pursuant to licenses issued by the FCC.

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

D. Simultaneously with the execution of this Agreement, WGBH and WFXZ have executed a Donation Agreement ("Donation Agreement") for the donation of the WFXZ-CD FCC license to WGBH, subject to the consent of the FCC ("Station Donation Transaction").

E. WGBH and WFXZ desire to set forth their agreement with respect to the manner in which the Shared Channel and shared facilities are to be jointly used and operated. Specifically, the parties will operate certain assets, including the transmission equipment located at the existing WGBH-TV transmitter site ("Transmitter Site") and other equipment necessary for channel sharing that will be used by the parties in the operation of their respective television stations broadcasting on the Shared Channel (the "Shared Equipment" as set forth in Exhibit 1 attached hereto, and together with the Transmitter Site, the "Transmission Facilities").

F. WGBH and WFXZ affirm that this Agreement, and the related transactions and procedures hereunder, shall be executed consistent with the requirements of the FCC's Orders and Public Notices in GN Docket No. 12-268 and in ET Docket No. 10-235, including the Report and Order, 27 FCC Red 2626 (2012) ("Channel Sharing Order") and the First Order on Reconsideration and Notice of Proposed Rulemaking, 30 FCC Red 6668 (2015) ("First Channel Sharing Reconsideration Order"); the FCC's Waiver of Prohibited Communications Public Notice, DA 17-134, released February 6, 2017 ("Prohibited Communications Waiver PN"); and all relevant FCC regulations, including without limitation the FCC regulations adopted at 47 C.F.R.

§§ 1.2200-1.2209 and 73.3700, as amended; and any subsequent FCC Orders, Public Notices and rules in these Dockets (collectively the “Channel Sharing Rules”). This Agreement contains all of the provisions required under Section 73.3700(h)(5).

### **AGREEMENT**

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

1. Term. The term of this Agreement (“Term”) will begin on the date of this Agreement and unless extended or earlier terminated in accordance with this Agreement, will extend for one (1) calendar year.

2. Compensation for Channel Sharing. The Station Donation Transaction shall serve as the sole compensation from WFXZ to WGBH in consideration for entering into this Agreement.

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

4. Encoding. The Host and Guest shall each have the right to monitor and audit the Shared Channel’s encoding system to ensure compliance with Section 3 of this Agreement. Both the Host and Guest shall be required to maintain and make available to the other party all records of such encoding upon reasonable written request during normal business hours.

5. Changes to Allocation. In the event that a new standard of modulation is implemented by Host, Host and Guest shall cooperate to divide the available bandwidth on a basis consistent with this Agreement and the Channel Sharing Rules.

6. Commitment to Provide Capacity. Host shall transmit content provided by Guest using the Transmission Facilities. Except as provided herein, Host shall not alter the content provided by Guest; provided however, that Host may: (i) encode, compress and/or modulate the content as required to multiplex together Host and Guest content streams using the parameters agreed to in this Agreement, and (ii) combine the event information table (“EIT”) and other information into a common PSIP format for transmission as agreed to in this Agreement.

7. FCC Licenses.

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

(b) Filing Applications. Within five (5) business days of execution of this Agreement, Guest shall prepare, file on a timely basis, and prosecute in good faith, an application for a construction permit to operate on a shared basis on the Shared Channel (the "CP Application"). The parties shall use best efforts to initiate operations on a shared basis on the Shared Channel no later than forty-five (45) days after the CP Application has been granted. The parties acknowledge that, as a result of the FCC's repacking, the Shared Channel may be on a different channel than the current channel for Station WGBH-TV. However, the parties intend to initiate channel sharing on Host's current channel and transition to the newly assigned channel at a later date. Within five (5) days of Guest commencing transmission on the Shared Channel, Guest and Host shall file the necessary applications with the FCC to obtain licenses for their use of the Shared Channel. Each party will provide to the other party a copy of its application(s) prior to filing with the FCC. No party shall make any filing with the FCC for a construction permit or covering license for the Shared Channel without the prior written consent of the other party, not to be unreasonably conditioned, delayed or denied.

(c) FCC Fees. The parties shall each be responsible for timely payment of any regulatory fees owed by it to the FCC with respect to its television station using the Shared Channel. Host shall be responsible for joint fees, if any, assessed by the FCC on the Shared Channel.

8. Transmission Facilities.

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

(b) Transmission Facilities. Host shall provide the Transmission Facilities, except for any equipment owned solely by Guest, including all necessary lease(s), at its sole expense. Host shall: (i) maintain and repair the Transmission Facilities in accordance with good engineering practices customary in the television industry and shall keep the other reasonably informed as to all material repairs to such facilities and (ii) make any payments required for operation of the Transmission Facilities. Except as otherwise provided in this Agreement, title to all such Transmission Facilities shall remain with Host, and neither Host nor Guest shall move, damage or interfere with such facilities. Host and Guest shall not act contrary to the terms of any lease for the Transmitter Site, permit any lien, claim or encumbrance to come into existence on the Transmission Facilities, make material alterations to the Transmission Facilities other than as permitted hereunder, or interfere with the business and operation of the other's television station or the other's use of such facilities. Guest shall be solely responsible for all costs associated with the termination of any separate leases for its transmitter site and for any costs involved with moving to Host's transmitter and other sites. Guest shall have reasonable access to the Transmission Facilities subject to the terms, conditions, and restrictions imposed on Host by any lease, sublease, or other agreement to which Host is a party that relates to the Transmission Facilities. Guest shall comply with all rules, regulations, or other conditions for access imposed by any landlord or owner of the land or improvements where Transmission Facilities are located. Upon request, Host will provide Guest with the most current version of any lease, sublease, amendment, or rules and regulations thereto placing conditions on Host's access to the Transmission Facilities which may include, but are not limited to, safety certifications, insurance requirements, limits on days and times of access, or advanced notice of need for access. In no event will Guest have more restrictive access to the Transmission Facilities than Host; provided, however, that Guest notifies Host of its need for access no less than twenty four (24) hours before any notice is required to be given under any lease or sublease, except in case of an emergency that would cause the Station to go off air, in which case notice will be given as soon as reasonably practical under the circumstances but no later than twenty-four (24) hours after Guest has accessed the facilities.

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

(d) Exclusive Equipment. Each of Host and Guest shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site in accordance with good engineering practices customary in the television industry. Title to all such equipment solely owned by Host or Guest shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment; provided however, that either

party, with the cooperation of the other party, shall be permitted to use or temporarily modify the operation of the other party's equipment as reasonably necessary to respond to unanticipated, emergency circumstances.

(e) Regulatory Technical Changes.

- i. Mandatory Changes. 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.
- ii. Permitted Changes. In the event that the FCC permits (but does not require) new standards of modulation that will alter the available bandwidth for operation on the Shared Channel, the following shall apply:
  - a. ATSC 3.0. Host shall have the right, in its sole discretion, to adopt or deploy the new modulation standard or transmission technology currently known within the television industry as ATSC 3.0 ("ATSC 3.0 Upgrade") Subject to the foregoing, Host shall determine, in its sole discretion, when, the budget, and timeline for implementation of the ATSC 3.0 Upgrade; provided, however, that the budget and timeline for implementing the ATSC 3.0 Upgrade shall comply with applicable Communications Laws and meet generally accepted industry standards. Host shall have the same foregoing rights with respect to any ATSC3.0 successor modulation standard or transmission technology permitted by the FCC.

(f) Deployment of Other Transmission Technologies. Except as set forth this Agreement, Host, at its own expense, shall have the right to adopt or deploy new technologies for its station; provided, however, that such adoption or deployment does not materially adversely affect Guest's broadcast service in existence at the time of such adoption or deployment.

(g) Single Station Upgrades. Nothing in this Agreement is intended to prohibit either Host or Guest 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 (i) materially adversely affect the other Party's Station or the Shared Channel or (ii) require the other Party to make a material change in its operations, in which event the other Party's consent (not to be unreasonably withheld, delayed or conditioned) will be required prior to implementing such new system or standard.

9. Interference. Each party shall use commercially reasonable efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party shall make

changes or installations at the Transmitter Site or any other shared facilities that will impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and the other party will take all commercially reasonable steps to correct such interference in all material respects as soon as possible and within one (1) business day.

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

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

12. Expenses.

(a) Costs. Host shall be responsible for all costs incurred by it under this Agreement, including Transmitter Site lease payments for Shared Equipment, Transmitter Site utility charges, maintenance and/or replacement of Shared Equipment, and contractor costs and taxes for maintenance services and purchase of equipment. Guest shall be responsible for all costs that it incurs to deliver its programming to the control point. Host shall be solely responsible for insurance costs for the Transmission Facilities, and costs for any necessary microwave link between the control point and the Transmitter Site. Each party shall be solely responsible for any costs and capital expenses related solely to its Station using the Shared Channel, all expenses related to any equipment solely owned by it, and all of its expenses not related to the Transmission Facilities.

(b) Tax Issues. The parties will cooperate with each other and work together in good faith to minimize the overall taxes due on the transaction described in this Agreement consistent with applicable law. In connection with such cooperation, the parties will give consideration of the structures referenced the IRS letter, dated July 3, 2014, entitled "Federal Tax Principles Applicable to the FCC's Proposed Broadcast Incentive Auction." Notwithstanding the foregoing, in no event shall either party be required to consent to transactions not contemplated herein that would increase such party's individual tax costs or, in the case of Host, that could reasonably be expected to affect its status as a 501(c)(3) charitable organization.

13. Representations and Warranties of Each Party. WGBH and WFXZ each represents and warrants to the other that, as of the Effective Date: (a) it owns its respective Station and possesses the full power and authority to carry on its business, enter into and perform this Agreement, and consummate the transactions contemplated hereby; (b) neither needs the permission, authority or approval ("Authority") of any other person or stakeholder to enter into this Agreement and/or that such Authority has already been secured; (c) there are no pending



actions, lawsuits, legal, administrative or arbitration proceedings and, to each party's respective knowledge, threatened actions by any person, entity or governmental authority that could adversely affect its ability to enter into and perform under the Agreement or create any liability for the other party; (d) it has taken all necessary action to enter into and fully perform this Agreement; (e) the execution, delivery, consummation and performance of the obligations and transactions contemplated under this Agreement will not constitute a breach of, conflict with or otherwise violate any other agreement or arrangement, whether written or oral, by which it is bound; (f) it is in compliance with all court orders and will comply with all material laws with respect to its rights and obligations under this Agreement; and (g) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

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

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

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

17. Indemnification. To the fullest extent permitted by law, WGBH and WFXZ shall indemnify, defend and hold free and harmless the other party, as well as their respective parents, affiliates, subsidiaries, officers, directors, trustees, employees, agents and representatives, from and against any and all loss, liability, actions, claims, suits, liens, judgments, demands, damages and costs and expenses (including reasonable attorneys' fees, expert witness fees and related costs and expenses (collectively "Losses")) arising from any third-party claims that are caused by, arise out of, or relate in any way to: (i) any breach of any term, covenant, representation, warranty or promise made by it under this Agreement; (ii) its negligence, willful misconduct or other acts or omissions; (iii) the violation of or failure to comply with any applicable

laws, codes, rules, orders, judgments, decrees, ordinance and/or provisions of any federal, state or local government agency, authority or court having jurisdiction; and (iv) the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

The party seeking indemnification hereunder will: (i) give the indemnifying party notice of the relevant claim, (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of such claim, and (iii) give the indemnifying party the right to control the defense and settlement of any such claim, except that the indemnifying party shall not enter into any settlement without the indemnified party's prior written approval, not to be unreasonably conditioned, delayed or denied. The indemnified party shall have no authority to settle any claim on behalf of the indemnifying party.

18. Termination/Transfer/Assignment.

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

(b) Termination of Donation Agreement. If the parties have terminated the Donation Agreement pursuant to its terms without closing on the Station Donation Transaction, then at that time, either party may terminate this Agreement upon 60 days' prior written notice.

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

(d) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Section 17 and Section 19, shall survive any termination of this Agreement.

19. Dispute Resolution.

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

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

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

(d) Specific Performance. Notwithstanding Section 19(a), in the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to seek an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement and/or compliance of this Agreement by a decree of specific performance. The prevailing party in an action or proceeding brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

20. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding WGBH and WFXZ and their respective businesses and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement.

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

22. Notices.

(a) Each party shall provide the other with copies of any FCC notice of violation or notice of apparent liability, or any other notice from any governmental entity, that it receives with respect to the technical operations of its station that is Channel Sharing pursuant to this Agreement. The Host shall provide the Guest with copies of any notices it receives with respect to the Transmission Site.

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

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

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

If to WGBH:

WGBH Educational Foundation  
1 Guest Street  
Boston, MA 02135  
Attention: Eric Brass

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

Ari Meltzer, Esq.  
Wiley Rein LLP  
1776 K Street, NW  
Washington, DC 20006

If to WFXZ:

WFXZ-CD Station, LLC  
14450 Commerce Wat  
Miami Lakes, FL 33016  
Attention: Jose Rodriguez


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

Paul Feldman, Esq.  
Fletcher Heald & Hildreth, LLC  
1300 North 17<sup>th</sup> St. 11<sup>th</sup> Fl.  
Arlington, VA 22209

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**SIGNATURE PAGE TO CHANNEL SHARING AGREEMENT**

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

<b>WGBH Educational Foundation</b>  By:  Name: Benjamin Godley Title: EVP & COO	<b>WFXZ-CD Station, LLC</b>  By: _____ Name: _____ Title: _____
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**SIGNATURE PAGE TO CHANNEL SHARING AGREEMENT**

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

<b>WGBH Educational Foundation</b>	<b>WFXZ-CD Station, LLC</b>
By: _____	By: _____
Name: _____	Name: <u>JOSE A RODRIGUEZ</u>
Title: _____	Title: <u>MANAGER</u>

## Exhibit 1

### Shared Equipment

Tandberg TT6120 Transport Stream Processor
Tektronix MTM 400 MPEG Transport Stream Monitor
MRC DAR Plus Microwave STL system
Evertz 5600 Series Fiber STL System
Evertz Vistalink Monitor and discrepancy notification at WGBH
Comark ADAP-4 SMPTE310 exciter primary
Comark ADAP-4 SMPTE310 exciter backup
Comark Paragon CTT-U-DCXP-2 transmitter
Sencore/Harris/Wohler demodulation and monitoring at transmitter site
Axcess Statmon transmitter control and monitoring
Low Pass Harmonic filter: MCI 4 1/16" model 103532-01
Constant Impedance Filter: Dielectric 0084725519
Magic T combiner: Comark WMT-1500
Waveguide Switch: Comark SW-1500-4
Transmission line to site combiner: Dielectric 58916 (6 inch line)