

CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AGREEMENT (this "Agreement") is made as of January 4, 2016 ("Effective Date") between Sonshine Family Television, Inc., a Pennsylvania non-profit corporation ("Sharer"), Maranatha Broadcasting Company, Inc., a Pennsylvania corporation ("MBC") and Lehigh Valley Public Telecommunications Corp., a Pennsylvania non-profit corporation ("LVPT") (collectively MBC and LVPT shall be referred to herein as "Sharees," and individually as a "Sharee"). Sharer and Sharees shall be referred to herein collectively as the "Parties" and individually as a "Party".

Recitals

A. Sharer owns and operates the following television broadcast station, including its primary and all multicast streams ("Sharer's Station") pursuant to licenses issued by the Federal Communications Commission (the "FCC");

WBPH-TV, Bethlehem, PA (VHF Channel 9, FCC Facility ID No. 60850)

B. MBC owns and operates the following television broadcast station, including its primary and all multicast streams ("MBC's Station") pursuant to licenses issued by the FCC:

WFMZ-TV, Allentown, Pennsylvania (UHF Channel 46, FCC Facility ID No. 39884)

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

WLVT-TV, Allentown, Pennsylvania (UHF Channel 39, FCC Facility ID No. 36989)

D. Each Sharee desires to participate in the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. 112-96, § 6403, 126 Stat. 156, 225-230 (2012)) ("Incentive Auction");

E. Upon and subject to Successful Auction Participation (as defined in Section 1.2(a) below), each Sharee will relinquish the television channel currently licensed to it by the FCC, and Sharer and Sharees will share VHF Channel 9 of Sharer's Station unless (1) the FCC repacks Sharer's Station post-Incentive Auction, in which case Sharees will share a channel between 7 and 13 (the "Repacked Channel") or (2) Sharer's proposal to move from a High VHF station to a low VHF channel (the "Low VHF Channel"), as set forth in Section 1.2(d) hereof is accepted, in which case the Sharer and Sharees will share such Low VHF Channel; in any case with the right to use the capacity of the Shared Channel (the "Shared Channel" being either Channel 9, the Repacked Channel or the Low VHF Channel as the case may be) allocated between the Parties as set forth in Article 2 below;

F. Upon and subject to Successful Auction Participation, Sharees and Sharer will form a new Pennsylvania limited liability company ("Facilities JV") which will hold, operate and maintain certain transmission equipment and transmission facilities (the "Shared Transmission Facilities") currently owned by Sharer and located at the transmitter site for the Sharer's Station

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(the "WBPH Site") or at such other site as set forth herein or as otherwise approved by the Parties in accordance with the terms of this Agreement (the "Transmitter Site") as well as the back-up facilities (as described in Section 3.3) for use with the Shared Channel;

G. Sharer and Sharees desire to enter into an agreement with respect to the matters set forth herein and on the terms set forth herein, including an agreement on how revenues received from the Incentive Auction will be divided and to provide for joint use of the Shared Channel and Shared Transmission Facilities; all in accordance with the FCC's *Report and Order* adopted in GN Docket No. 12-268 (rel. June 2, 2014) (the "*Incentive Auction Order*"), and the *Report and Order* adopted in ET Docket No. 10-235 (rel. April 27, 2012), the *First Order on Reconsideration* (rel. June 12, 2015), and the *Second Order on Reconsideration* (rel. October 21, 2015), both adopted in GN Docket No. 12-268 and MB Docket No. 15-137 (together the "*Channel Sharing Orders*"), including without limitation the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (with the *Incentive Auction Order* and the *Channel Sharing Orders*, the "Channel Sharing Rules").

Agreement

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

ARTICLE 1: AUCTION PARTICIPATION

1.1. Term. The term of this Agreement (the "Term") will begin on the Effective Date and, subject to Sections 1.1(a) and 1.1(b) below, shall be perpetual unless terminated with respect to any Party in accordance with Article V of this Agreement.

(a) as to MBC, at any time prior to Successful Auction Participation, upon the first to occur of: (i) the date the FCC notifies MBC (or issues a public notice reflecting) that MBC is not a qualified bidder in the Incentive Auction; (ii) the date MBC exits from the Incentive Auction because the FCC determines that it does not need to clear the MBC Station; or (iii) the date the FCC's price for MBC's Station in the Incentive Auction drops below the MBC Reserve Price (as defined in Section 1.2 below). This Agreement may continue in effect if the price for MBC's Station drops below the MBC Reserve Price, provided that MBC, LVPT and Sharer mutually agree to continue to participate at a price lower than the MBC Reserve Price with sufficient time for MBC to bid in the next round of the Incentive Auction, such mutual agreement to be evidenced by an email or facsimile exchange between officers of MBC, LVPT and Sharer with actual confirmation of receipt acknowledged by email or facsimile from all addresses of the initial confirmation (provided, however, if LVPT's participation under this Agreement has already been terminated, then it shall have no further participation in agreeing to any change in the MBC Reserve Price). If the Parties do not mutually consent to continue this Agreement after the price for MBC's station falls below the MBC Reserve Price, this Agreement shall terminate with respect to MBC, provided, however, MBC may continue to independently participate in the Incentive Auction, and Sharer and LVPT shall have no rights to any of the proceeds from MBC's further participation.

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(b) as to LVPT, at any time prior to Successful Auction Participation, upon the first to occur of: (i) the date the FCC notifies LVPT (or issues a public notice reflecting) that LVPT is not a qualified bidder in the Incentive Auction; (ii) the date LVPT exits from the Incentive Auction because the FCC determines that it does not need to clear the LVPT Station; or (iii) the date the FCC's price for LVPT's Station in the Incentive Auction drops below the LVPT Reserve Price (as defined in Section 1.2 below). This Agreement may continue in effect as to LVPT if the price for LVPT's Station drops below the LVPT Reserve Price, provided that both LVPT and Sharer mutually agree to continue to participate at a price lower than the LVPT Reserve Price with sufficient time for LVPT to bid in the next round of the Incentive Auction, such mutual agreement to be evidenced by an email or facsimile exchange between officers of LVPT and Sharer with actual confirmation of receipt acknowledged by email or facsimile from all addresses of the initial confirmation. If LVPT and Sharer do not mutually consent to continue this Agreement after the price for LVPT's Station falls below the LVPT Reserve Price, this Agreement shall terminate with respect to LVPT, provided, however, LVPT may continue to independently participate in the Incentive Auction, and Sharer and MBC shall have no rights to any of the proceeds from LVPT's further participation.

1.2. Auction.

(a) Definition of Successful Auction Participation. For purposes of this Agreement, "Successful Auction Participation" for:

(i) MBC, means the FCC's binding commitment to purchase the spectrum usage rights associated with MBC's Station at a price equal to or greater than a price agreed to by the Parties to this Agreement (the "MBC Reserve Price"), or at such lower price as the Parties may agree in writing.

(ii) LVPT, means the FCC's binding commitment to purchase the spectrum usage rights associated with LVPT's Station at a price equal to or greater than a price agreed to by LVPT and Sharer (the "LVPT Reserve Price"), or at such lower price as LVPT and Sharer may agree in writing.

The MBC Reserve Price and the LVPT Reserve Price shall each be agreed to by all applicable Parties in a writing in the form of *Schedule 1.2(a)* to this Agreement. The Parties shall agree to these "Reserve Prices" prior to the commencement of the Incentive Auction. If the Parties are unable to agree to a "Reserve Price" with respect to either Sharee, then this Agreement shall terminate with respect to that Sharee, and all rights of that Sharee to the Shared Channel and as otherwise specified in this Agreement shall be terminated.

(b) Sharee Auction Participation. Each Sharee shall timely file and thereafter diligently prosecute a Form 177 application (each an "FCC Auction Application") to participate in the Incentive Auction which FCC Auction Application shall indicate "Go Off-Air" as at least one bid option on which the applicant wishes to receive price offers from the FCC. MBC and LVPT shall each ensure its FCC Auction Application discloses the existence of this Agreement and its plans for channel sharing with Sharer and the other Sharee. MBC shall place a bid to accept each FCC price offer that is equal to or greater than the MBC Reserve Price. LVPT shall

place a bid to accept each FCC price offer that is equal to or greater than the LVPT Reserve Price. The Parties shall cooperate in good faith with respect to the FCC Auction Application and the Incentive Auction, and each Party shall promptly provide the other two Parties with a copy of any pleading, order or other document served on it relating to the FCC Auction Application, and shall furnish all information required by the FCC. To the extent permitted by FCC rules, each Sharee shall keep Sharer and the other Sharee fully informed of the progress of its bidding in the Incentive Auction. Each Sharee shall notify Sharer and the other Sharee of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Sharer shall furnish each Sharee with such information and assistance as such Sharee may reasonably request in connection with the preparation of its FCC Auction Application, including attesting to required certifications and providing timely signatures on such applications. No Party shall take any action that would reasonably be expected to result in the dismissal of the MBC or LVPT's FCC Auction Application.

(c) Sharee Auction Proceeds. Proceeds received from Successful Auction Participation by MBC and/or LVPT ("Sharee Auction Proceeds") shall be divided and distributed as set forth in *Schedule 1.2*. If permitted by the FCC, any Sharee may direct that their Sharee Auction Proceeds be directed to a Qualified Intermediary to facilitate qualification as a like-kind exchange under Section 1031 of the IRS Code or similar provisions, as long as such Qualified Intermediary performs all the financial obligations of the Sharee as set forth under this Agreement.

(d) Sharer Auction Participation. Sharer desires to participate in the Incentive Auction to move Sharer's Station from its current channel in the High VHF band to a channel in the Low-VHF band to be assigned by the FCC (a "Low VHF Channel"). Accordingly, Sharer shall timely file and thereafter diligently prosecute a Form 177 application to participate in the Incentive Auction ("Sharer's FCC Auction Application"), selecting "Move to Low VHF" as at least one bid option on which Sharer wishes to receive price offers from the FCC. For Sharer's initial preferred bidding option and in subsequent bidding rounds, Sharer shall indicate "Move to Low VHF" as the only bid option on which it wishes to receive price offers from the FCC. Sharer shall agree to accept each FCC price offer that is equal to or greater than an amount agreed to by all applicable Parties in a writing in the form of *Schedule 1.2(a)* (the "Sharer Minimum Price"), which amount shall be agreed to by all Parties prior to the commencement of the Incentive Auction, and may be changed only by mutual written agreement of the Parties or any remaining Party. To the extent permitted by FCC rules, Sharer shall keep each Sharee fully informed of the progress of its bidding in the Incentive Auction. Sharer shall notify each Sharee of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Each Sharee shall furnish such information and assistance as Sharer may reasonably request in connection with such application, including attesting to required certifications and providing timely signatures on such application. No Party shall take any action that would reasonably be expected to result in the dismissal of the Sharer's FCC Auction Application. If the Parties cannot agree to the Sharer Minimum Price prior to the commencement of the Incentive Auction, but have agreed to the MBC Reserve Price or LVPT Reserve Price, this Agreement shall continue in effect, and Sharer shall not submit an initial preferred bidding option.

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(e) Sharer Auction Proceeds. If the Low VHF Sharing Conditions (defined below) for either MBC's Station or LVPT's Station (or both) are satisfied, then:

(i) the Parties shall distribute and divide any proceeds received from such Sharer's Incentive Auction participation ("Sharer Auction Proceeds") as set forth on *Schedule 1.2* (if permitted by the FCC, any Party may direct that their share of the Sharer Auction Proceeds be directed to a Qualified Intermediary to facilitate qualification as a like-kind exchange under Section 1031 of the IRS Code or similar provisions, as long as such Qualified Intermediary performs all the financial obligations of the Party as set forth under this Agreement);

(ii) the Low VHF Channel shall be constructed at the current site of WFMZ (the "MBC Site") according to plans mutually agreed to by the Parties within thirty (30) days of the conclusion of the Incentive Auction. Provided that the Facilities JV maintains a backup transmission and tower site other than at the MBC Site, MBC shall not charge rent to the Facilities JV for the use of the MBC Site (operating expenses shall be charged and shared equally by the Facilities JV members). These provisions for the use of the MBC Site shall not be applicable if MBC did not have Successful Auction Participation. In that event, the remaining parties to the Agreement shall decide on the location of the Shared Channel operations and, if they desire to use the MBC Site, the Facilities JV will negotiate with MBC the rates and terms to be charged for the use of the MBC Site. The cost to construct the Low VHF Channel shall be allocated as set forth on *Schedule 1.2*;

(iii) the Parties shall cooperate to complete such move and transition to the Low VHF Channel at an agreed-upon time not earlier than the latest reasonable time consistent with applicable FCC rules; and

(iv) upon such move and thereafter during the Shared Use Term, MBC Shared Use Term or the LVPT Shared Use Term (each defined below), the Low VHF channel shall be the Shared Channel under this Agreement, and the operation on the Shared Channel shall be considered the Sharer's Station under the Agreement.

The term "Low VHF Sharing Conditions" as used herein means both (i) Successful Auction Participation by either of MBC's Station or LVPT's Stations, and (ii) the FCC makes a binding commitment pursuant to which the FCC will purchase the spectrum usage rights currently associated with Sharer's Station at a price equal to or greater than the Sharer Minimum Price. For avoidance of doubt, if the condition described in the foregoing clause (ii) occurs but the condition described in clause (i) does not, then Sharer shall be solely entitled to all Low VHF Revenue, none of which will be shared with either of Sharees. Conversely, if the condition described in the foregoing clause (i) occurs but the condition described in clause (ii) does not, then the Sharee Auction Proceeds still shall be divided as set forth in *Schedule 1.2* and all other terms of this Agreement as to the sharing of Sharer's channel after the completion of the Incentive Auction shall remain applicable.

(f) Shared Channel and Facilities. Upon and subject to Successful Auction Participation,

(i) by both MBC and LVPT, for a term (the "Shared Use Term") commencing simultaneously with relinquishment of the spectrum associated with MBC's Station and LVPT's Station and continuing perpetually thereafter unless terminated as provided herein, MBC, LVPT and Sharer shall share the Shared Channel and the Shared Transmission Facilities as provided by Article 2, Article 3 and the other terms of this Agreement.

(ii) by MBC only, for a term (the "MBC Shared Use Term") commencing simultaneously with relinquishment of the spectrum associated with MBC's Station and continuing perpetually thereafter unless terminated as provided herein, MBC and Sharer shall share the Shared Channel and the Shared Transmission Facilities as provided by Article 2, Article 3 and the other terms of this Agreement.

(iii) by LVPT only, for a term (the "LVPT Shared Use Term") commencing simultaneously with relinquishment of the spectrum associated with LVPT's Station and continuing perpetually thereafter unless terminated as provided herein, LVPT and Sharer shall share the Shared Channel and the Shared Transmission Facilities as provided by Article 2, Article 3 and the other terms of this Agreement.

(g) Post-Auction Procedures.

(i) The Parties shall coordinate to file on the same day each Party's application for a license for the Shared Channel, within the time frame required by the FCC.

(ii) Sharees shall comply with the notification and cancellation procedures in Section 73.1750 of the FCC's Rules.

(iii) The Parties shall jointly comply with the provisions of the FCC's Rules concerning consumer education for transitioning stations and notice to MVPDs.

(iv) If Sharer is involuntarily reassigned to a new channel in the repacking of the TV bands, Sharer shall, in cooperation with Sharees, apply for reimbursement of the relocation costs of the channel change pursuant to Section 73.3700(e) of the FCC's Rules and shall file with the FCC such forms, certifications, justifications, reports and accountings as are required. Any such reimbursement provided by the FCC shall be paid over to the Facilities JV to be used solely to meet relocation costs.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth.

(i) In the event of Successful Auction Participation by MBC and LVPT, subject to and in exchange for the payment of Auction Proceeds as set forth in *Schedule 1.2*, MBC, LVPT and Sharer shall configure the Sharer transmission facilities to evenly divide the capacity of the Shared Channel and related facilities among Sharer, MBC and LVPT, except as set forth in this Section 2.1. In order to increase carriage capacity, improve picture quality and ensure that each Party's station can utilize greater capacity as required by periodic content demands for certain high bandwidth programming, the Parties will employ statistical

multiplexing, signal compression and other dynamic spectrum usage technologies and arrangements. The Parties agree that the compression technology is evolving but not currently capable of providing each Party equal bandwidth at the inception of this Agreement. The Parties agree that initially, until compression technology advances, each Party will be allotted bandwidth equal to one (1) HD 720P Channel, and in addition, MBC will be allotted one (1) SD channel for its [REDACTED]. The Parties agree that based on current technology and compression methodologies, one (1) HD channel is generally the equivalent of at least three (3) SD channels. The Parties agree to adopt, by majority vote of the Facilities JV members, new encoding technology as it advances that will evenly divide the Shared Channel bandwidth, allowing each Party to utilize its allotted bandwidth to provide additional channels.

(ii) Sharer shall have the option of using its allotted bandwidth to host other FCC licensed broadcast stations ("Third Party Stations") requiring or desiring television broadcast spectrum post-Incentive Auction pursuant to one or more privately negotiated Channel Sharing Agreements as defined by the FCC, provided, however, that Sharer shall be solely responsible for such arrangement(s) and such other station(s) shall not become a party to this Agreement. Sharer shall indemnify and hold harmless the other Parties for any damages incurred by the actions of such Third-Party Station(s) and its employees, agents contractors and others acting on its behalf, whether to the technical facilities or with respect to programming matters. Sharer shall be responsible for any additional costs that the sharing with such Third-Party Stations(s) may cause, and Sharer shall remain fully liable for all of its financial responsibilities under the terms of this Agreement. For purposes of dynamic channel sharing, the addition of a Third-Party Station shall not entitle Sharer to any additional spectrum capacity than would otherwise be allocated to Sharer absent the agreement with the Third Party Station. Any Transmitter Site lease entered into by the Facilities JV will include language to allow use by all FCC licensees (including Third Party Stations) now or hereafter using the Shared Channel whether directly or indirectly through Sharer. Except for FCC licensed broadcast stations owned by and licensed to that Sharee ("Sharee Owned Stations"), no Sharee hereunder is allowed to use its allotted bandwidth to host other Third Party Stations pursuant to Channel Sharing Agreements as defined by the FCC. To the extent either Sharee elects to host its Sharee Owned Station as authorized hereunder, all requirements or limitations in this Section 2.1(ii) applicable to a Sharer-hosted Third Party Station shall also apply to the Sharee and such Sharee Owned Station. Nothing in this Section 2.1(ii) is intended to prohibit Sharer or any Sharee from hosting non-channel share program sources for transmission on its Station's allotted bandwidth, including, without limitation, through digital channel use agreements or network, syndicated or foreign language programming arrangements.

(iii) In the event of Successful Auction Participation by LVPT, the Parties shall reasonably cooperate with LVPT to [REDACTED]
[REDACTED]
[REDACTED]

(iv) In the event of Successful Auction Participation by MBC but not LVPT, subject to and in exchange for the payment of Auction Proceeds as set forth in *Schedule 1.2*, Sharer and MBC shall configure the Sharer transmission facilities in a manner that allocates two-thirds (2/3) of the spectrum bandwidth of the Shared Channel and related facilities to Sharer and

one-third (1/3) to MBC, provided that initially, until compression technology advances, MBC shall be allotted one (1) HD 720P channel and one (1) SD channel, and Sharer shall be allotted two (2) HD 720P channels (or, at Sharer's election, an equivalent combination of HD and SD channels as capacity allows). MBC and Sharer agree to adopt, by majority vote, new encoding technology as it advances that will evenly divide the Shared Channel bandwidth, allowing each Party to utilize its allotted bandwidth to provide additional channels.

(v) In the event of Successful Auction Participation by LVPT but not MBC, subject to and in exchange for the payment of Auction Proceeds as set forth in *Schedule 1.2*, Sharer and LVPT shall configure the Sharer transmission facilities in a manner that allocates one-half (1/2) of the spectrum bandwidth of the Shared Channel and related facilities to Sharer and one-half (1/2) to LVPT.

(vi) Notwithstanding anything to the contrary herein, each licensee granted channel sharing rights pursuant to subsections (i) and (ii) above, 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.

(vii) Other than the required common Program and System Information Protocol ("PSIP") information, or to provide any additional information now or hereafter necessary to allow the optimal information to be provided to Nielsen for ratings measurement and related data-collection purposes, each Party may, consistent with the other provisions of this Section 2.1, set the bit rates it elects for audio, video or other ancillary data to be broadcast on its television station using the Shared Channel. Sharer and Sharees shall allocate the requisite bits of the Shared Channel for the common PSIP information necessary to provide the required tuning and guide information and to provide any encoding that may be necessary for Nielsen purposes, such that: (x) the bits devoted to the common requirements will be deducted equally from each Party's bit allowance; (y) the Parties shall mutually agree to the minimum number of days of Event Information Table ("EIT") information to be provided; and (z) 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 equally from each Party's bit allowance), and the Parties shall cooperate to ensure proper reception and decoding of the signal. Notwithstanding the bit allowance deduction arrangement in (x) above, if bits are devoted to requirements that are not common to all Parties, such bits shall be deducted solely from that Party's bit allowance.

(viii) Notwithstanding anything herein to the contrary, each of Sharer and Sharees may elect to make a portion of their bit allowance on the Shared Channel available to any of the other Parties for use under mutually agreed upon terms.

2.2. Encoding. Sharer and Sharees shall use a common encoder, as approved by a majority of the Parties to the Agreement, to maximize the statistical multiplexing to the transmitter. Sharer and Sharees agree that they may use separate encoders to feed cable systems, satellite providers and other MVPDs using the common fiber or other direct connection to the operator(s) as specified in Section 3.1(g). The Facilities JV shall own and operate the encoder which feeds the transmitter and will agree by majority vote on the optimal location from which

to operate the encoder and to which their programming must be delivered. Each of Sharer and Sharees shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with Section 2.1. Each of Sharer and Sharees shall make all records of such encoding available to the other upon written request during normal business hours.

2.3. Changes to Allocation. In the event that a new standard of modulation is implemented during the Term, Sharer and Sharees shall cooperate to divide the available bandwidth on an equal basis consistent with Section 2.1(i) of this Agreement. All Parties agree that the timing as to when a transition to ATSC 3.0 or any other new transmission standard that may hereafter be adopted will be set by majority vote of the Parties to the Facilities JV.

2.4. FCC Licenses.

(a) Authorizations. Sharer and each Sharee represents and warrants to the others that it has obtained all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective station. Each of Sharer and each Sharee shall maintain all necessary licenses, approvals and authorizations in full force and effect during the Term. No Party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other Parties.

(b) Compliance with Law. Sharer shall comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of Sharer's Station and its use of the Shared Channel, and Sharees 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 each Sharees' Stations and their use of the Shared Channel. Sharer shall be solely responsible for all content it transmits on the Shared Channel, and Sharees shall each be individually responsible for all content they transmit 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, during the Term, Sharer and each Sharee shall comply with all laws and leases, licenses or similar agreements applicable to the Shared Transmission Facilities and the Transmitter Site.

(c) Control. Consistent with FCC rules, Sharer shall control, supervise and direct the day-to-day operation of Sharer's Station (including Sharer's employees, programming and finances), and each Sharee shall control, supervise and direct the day-to-day operation of that Sharee's Station (including Sharee's employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Neither Sharer nor either Sharee shall hold itself out as the licensee of any other television station using the Shared Channel, and nothing in this Agreement shall give any Party an ownership interest in the another Party's station. Neither Sharer nor either Sharee shall use the call letters of the other television stations in any medium.

(d) FCC Fees. Sharer and each Sharee shall be responsible for timely payment of all fees owed by it to the FCC with respect to its television station using the Shared Channel. Any fees assessed by the FCC on the Shared Channel as a whole, and not due to the nature or use of the Shared Channel by Sharer or any Sharee, shall be paid by the Facilities JV.

(e) Cooperation. During the Shared Use Term, Sharer and each 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 Shared Transmission Facilities that do not deprive it of benefits under this Agreement or require it to incur obligations or liabilities not contemplated by this Agreement. During the Term, neither Sharer nor either Sharee shall take any action that interferes with or is reasonably likely to interfere with the other Parties' use of capacity on the Shared Channel or the Shared Transmission Facilities as contemplated by this Agreement.

ARTICLE 3: POST-AUCTION OPERATIONS

The terms of this Article 3 shall be effective only upon Successful Auction Participation and during the Shared Use Term, MBC Shared Use Term or LVPT Shared Use Term as the case may be.

3.1. Transmission Facilities.

(a) Formation of Facilities JV. Prior to the commencement of the Shared Use Term, MBC Shared Use Term or LVPT Shared Use Term ("Shared Use Commencement Date"), Sharer and any winning Sharee will form the Facilities JV as a limited liability company and Sharer and any winning Sharee will enter into a limited liability agreement for the Facilities JV (the "Facilities JV LLC Agreement"), in the form of Schedule 3.1 attached to this Agreement, having the essential terms set forth below. To the extent that the terms of this Agreement and the Facilities JV LLC Agreement conflict or are otherwise directly inconsistent, the terms of this Agreement shall control, unless by unanimous vote, the parties agree to follow the language of the Facilities JV LLC Agreement.

<u>Members:</u>	Sharer and each winning Sharee
<u>Membership Interests:</u>	<p>(a) If both Sharees have Successful Auction Participation:</p> <p>Sharer: [REDACTED] MBC: [REDACTED] LVPT: [REDACTED]</p> <p>(b) If only LVPT has Successful Auction Participation:</p> <p>Sharer: [REDACTED] LVPT: [REDACTED]</p> <p>(c) If only MBC has Successful Auction Participation:</p> <p>Sharer: [REDACTED] ownership, [REDACTED] voting MBC: [REDACTED] ownership, [REDACTED] voting</p>
<u>Capitalization:</u>	By Sharer: Sharer shall contribute all assets required to operate the Shared Transmission Facilities, including but not limited to the equipment specified in <i>Schedule 3.1(b)</i> ("Shared Facility Assets") along with its interest in the Transmitter Site Lease to the Facilities JV free and clear of all liens, claims and encumbrances, unless the Low

	<p>VHF Sharing Conditions are met and the Shared Channel is a Low VHF Channel, or the Shared Channel is a Repacked Channel, in which case the MBC Site shall be used for the Shared Channel. Provided that the Facilities JV maintains a backup transmission and tower site other than at the MBC Site, MBC shall not charge rent to the Facilities JV for the use of the MBC Site (operating expenses shall be charged and shared equally by the Facilities JV members). These provisions for the use of the MBC Site shall not be applicable if MBC did not have Successful Auction Participation. In that event, the remaining parties to the Agreement shall decide on the location of the Shared Channel operations and, if they desire to use the MBC Site, the Facilities JV will negotiate with MBC the rates and terms to be charged for the use of the MBC Site. In addition, in a separately maintained account in Sharer's name, Sharer shall contribute an amount equal to its proportional share of the estimated five year operating expenses for the Facilities JV, providing proof of such amount to the Facilities JV Members at least annually, or more often at the request of any Member.</p> <p><u>By Sharees:</u> Each winner Sharee who becomes a Member of the Facilities JV will contribute an amount equal to such Sharee's pro rata portion of the Shared Facility Assets (calculated at depreciated value at the time of the contribution of those asset by Sharer to the Facilities JV), and the JV will return funds to Sharer in the amount of such contributions. In addition, in separately maintained accounts in each Sharee's own name, each winning Sharee shall contribute an amount equal to its proportional share of the estimated five year operating expenses for the Facilities JV, providing proof of such amount to the Facilities JV Members at least annually, or more often at the request of any Member.</p> <p><u>By All Parties:</u> To the extent that additional contributions are required for the Facilities JV to acquire, modify, or upgrade the Shared Facility Assets, all Parties will contribute additional funds as determined by the Facilities JV in an amount equal to their proportional ownership share.</p>
<u>Management:</u>	<p>The Facilities JV shall be governed by its Members, each having an equal voting share in the Facilities JV. If both MBC and LVPT are successful in the Incentive Auction, all decisions will be made by majority vote. If only one of the Sharees is successful in the Incentive Auction, then each Party shall have an equal vote in all decisions of the Facilities JV. If any of the Parties sells their station to one of the other Parties, then the remaining two Parties shall have an equal vote in the operations of the Facilities JV (i.e. the Party purchasing the selling Party's station shall not have a 2/3 vote by virtue of the</p>

	purchase). The Facilities JV will have meetings to discuss company business at least once a year, with additional meetings to be held upon the request of any Party. All actions specifically stated in this Agreement to be decided by action of the Facilities JV shall be decided in the manner set forth above.
<u>Officers:</u>	Sharer shall have the right to appoint the initial day-to-day operational manager of the Facilities JV who will oversee the day to day operations of the business, at the direction of the Members. The operational manager of the Facilities JV can be changed at any time by the majority vote of the Members of the Facilities JV as set forth in the previous paragraph.
<u>Operations.</u>	<p>The Facilities JV will transmit the signal of each Member's station consistent with this Agreement. Subject to the terms of the Transmitter Site Lease (including any successor sites approved by the Parties), the Facilities JV LLC Agreement will provide each Facilities JV member (each a "Member") with access to the Shared Transmission Facilities during normal business hours and upon 24 hours' notice outside of normal business hours. No Facilities JV Member shall act contrary to the terms of the Transmitter Site Lease (or any successor lease), permit to exist any lien, claim or encumbrance on the Shared Transmission Facilities or the Transmitter Site Lease (or any successor lease). Each Member of the Facilities JV shall have the right to use the Shared Transmission Facilities only for the operation of its television station in the ordinary course of business, and as otherwise set forth in this Agreement, and for no other purpose. Each Party shall comply in all material respects with all federal, state and local laws applicable to its operations using the Shared Transmission Facilities and the Transmitter Site (or any successor lease). Each Party agrees the operations manager will be responsible to coordinate repairs, maintenance and changes to the common transmission system on a day to day basis. Each Party will also contribute time and talent as needed for emergency repairs. The Members will keep records of the amount of time reasonably spent by their employees on such emergency repairs. If the time spent by the employees of any Member shall exceed that spent by the employees of other Members, that Member shall be reimbursed by the others at a rate determined by the Members, approximating the market value of such services in the area in which the Facilities JV conducts its business.</p> <p>The Facilities JV LLC Agreement shall include a provision setting a threshold expense amount below which expenses may be incurred without the approval of the Facilities JV Members, but above which such approval shall be required.</p> <p>The Facilities JV will, prior to commencing operations of the Shared</p>

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	<p>Transmission Facilities, and annually thereafter, determine an annual operating budget for the operation, maintenance and repair of the Shared Transmission Facilities, and an annual capital budget to acquire, modify or upgrade the Shared Facility Assets.</p> <p>If the Transmitter Site Lease is not assigned to or is not used by the Facilities JV, the Facilities JV shall be responsible for any early termination rent or penalties that may be due thereunder</p> <p>No Party will cause or permit to exist any lien, claim, or encumbrance on the Shared Transmission Facilities.</p>
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(b) Equipment. A list of material items of equipment included in the Shared Transmission Facilities as of the date of this Agreement is attached hereto as *Schedule 3.1(b)*. The Facilities JV shall bear responsibility to maintain and repair the Shared Transmission Facilities in accordance with good engineering practices customary in the television industry, and may replace or modify the Shared Transmission Facilities as reasonably necessary with costs shared by each of the Facilities JV Members.

(c) Exclusive Equipment. Each of Sharer and any winning Sharee shall maintain, repair and replace any equipment owned solely by it and located at the Transmitter Site or other shared facility (e.g. equipment for relaying that Party's programming to the encoder) in accordance with good engineering practices customary in the television industry. Title to all such equipment solely owned by Sharer or any winning Sharee shall remain with such Party, (with the exception of common equipment purchased by the JV) and the other Parties shall not move, repair, damage or interfere with any such equipment.


(d) Contractors. All contractors and subcontractors of the Facilities JV, Sharer and any winning Sharee who perform any service at the Transmitter Site or any other shared facilities shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance in amounts consistent with industry standards for the work being performed, issued by companies licensed in the state where the Transmitter Site or such other shared facility is located.

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

(f) DTS Facilities. The Facilities JV, or Sharer and the Sharee(s) jointly, if the Facilities JV is not permitted by FCC rules to apply for such facilities, shall seek DTS facilities, translators and boosters (collectively referred to herein as "DTS facilities") to

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rebroadcast the Shared Channel in Reading and Philadelphia and in such locations as agreed to by the Facilities JV and permitted by the FCC's Rules. Such DTS facilities shall be operated by the Facilities JV. Any Party to the Facilities JV may propose a location for the construction of such a facility. However, if a majority of the Members of the Facilities JV do not agree to such construction within thirty (30) days of such proposal, the Member will be able to seek FCC approval for the construction of such a DTS facility on its own to rebroadcast its own station, and to construct and operate such DTS facility at its own cost and expense, independent of the other Parties to this Agreement. Any booster station erected by any Party will cease operations should it cause unacceptable interference to the Shared Channel's over-the-air operation until such interference can be resolved to the satisfaction of a majority of the Members of the Facilities JV.

(g) Fiber to MVPDs. The Facilities JV will install fiber with a capacity of  mbs, or other mutually acceptable methods, to deliver programming of the Parties to the Agreement to the headends of the MVPDs in the service area of the Shared Channel. Service will be provided to each MVPD in the DMA which carries any of the stations unless the Parties all agree to forego the fiber delivery to a specific MVPD. Each Party will receive one-third (1/3) of the capacity of the feed (or one-half (1/2) if only two Parties remain), and may feed that capacity with any programming or other digital content or quality that it wishes to be transmitted to the MVPD.

3.2. Interference. The Facilities JV, Sharer and each winning Sharee shall use commercially reasonable efforts to avoid impairing in any way with their respective operations on the Shared Channel from the Transmitter Site or other shared facility and to promptly resolve any issues that arise in connection with such operation. No 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, any other Party's broadcast operations or use of the Shared Channel. In the event impairment or interference to such signals or operations does occur, and the majority of the Members agree on such complaint, the interfering Party shall take all commercially reasonable steps to correct such impairment or interference in all material respects as promptly at practical.

3.3 Back-Up Facilities. The Facilities JV shall maintain auxiliary power at the Transmitter Site sufficient to operate the Shared Channel for a minimum of two days (and four if practical) in the event of a local power failure. The Facilities JV shall also license and maintain an auxiliary facility at the MBC Site (if the main facility is located at the WBPH Site) or at the WBPH Site (if the main facility is located at the MBC Site), such auxiliary facility to be capable of transmitting the signal of the Shared Channel should the primary facility be nonoperational or undergoing maintenance. If the auxiliary facility is located at the MBC Site, MBC shall not charge rent to the Facilities JV for the use of the MBC Site (operating expenses shall be charged and shared equally by the Facilities JV members). The costs of these back-up facilities will be shared equally by the Members of the Facilities JV. These provisions for the use of the MBC Site shall not be applicable if MBC did not have Successful Auction Participation. In that event, the remaining parties to the Agreement shall decide on the location of any back-up facilities and, if they desire to use the MBC Site, the Facilities JV will negotiate with MBC the rates and terms to be charged for the use of the MBC Site.

3.4. Cooperation. In the event it is necessary for the Facilities JV, Sharer or any winning Sharee to reduce, limit or temporarily cease use of the Shared Transmission Facilities, the Shared Channel or its equipment located at the Transmitter Site or any other shared facilities so that any Party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Transmission Facilities at the Transmitter Site or any other shared facility, the requesting Party shall cooperate in a commercially reasonable manner. If necessary, the non-requesting Party shall temporarily reduce, limit or cease use of the Shared Transmission Facilities, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facility, provided that the requesting Party takes all reasonable steps to minimize the amount of time the non-requesting Party shall operate with reduced facilities and that the requesting Party takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time convenient to the non-requesting Party.

3.5. Force Majeure. No 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.

3.6. Expenses.

(a) Sharer and each winning Sharee shall contribute sufficient capital to the Facilities JV to pay an share proportional to their ownership interest of the operating expenses for the Facilities JV and the Shared Transmission Facilities, as reflected in annual operating and capital budgets, including without limitation (i) rent and pass-through expenses under any Transmitter Site Lease, (ii) utility, engineering, maintenance, back-up generator and transmission facility, property insurance and property tax expenses (if any) applicable to the Shared Transmission Facilities and (iii) capital expenditures agreed on by the Parties, including costs for encoding and multiplexing equipment and the facility upgrades and modifications noted herein.

(b) The cost of replacement or modification of the Shared Transmission Facilities to construct the Low VHF Channel shall be allocated as set forth in Section 1.2 and *Schedule 1.2*. Any other reasonably necessary replacement or modification costs for the Shared Transmission Facilities shall be allocated on the same basis as the Low VHF Channel construction costs under *Schedule 1.2*. The costs to prepare the Shared Channel for use by the Sharer and Sharees shall be paid according to the same formula if the Sharer's bid to Move to Low VHF is not accepted by the FCC, including any costs necessary and not otherwise paid for or reimbursed by the FCC if the Shared Channel is a Repacked Channel.

(c) Each Party shall be solely responsible for all other expenses of operating its station, including without limitation the cost of delivering its programming from its studio to the Transmitter Site or other agreed upon location by majority vote of the Members of the JV and the cost of its general liability insurance.

3.7. Commitment to Provide Capacity. During the Shared Use Term, the Facilities JV shall transmit content provided by Sharer and Sharees using the Shared Transmission Facilities. Except as provided herein, the Facilities JV shall not alter the content provided by any Party;

provided, however that it may: (i) encode, compress and/or modulate the content as required to multiplex together Sharer and Sharee content streams using the parameters agreed to in this Agreement, and (ii) combine the EIT and other information into a common PSIP format for transmission as agreed to in this Agreement.

3.8 Limitations on Sale Prior to Auction. Notwithstanding any other provision of this Agreement, prior to the commencement of the Shared Use Term, MBC Shared Use Term, or LVPT Shared Use Term, as applicable, no Party may sell or otherwise alienate its interests to its Station or assign the rights of such Party to this Agreement, without the prior written consent of the other Parties during the period commencing with the Effective Date and continuing until a termination of this Agreement for that Party as permitted hereunder.

ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, Sharer and each Sharee shall indemnify, defend and hold the other(s) harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement; (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement; and (iii) its use of the Transmitter Site, the Shared Transmission Facilities and the Shared Channel during the Shared Use Term. No Party shall have any obligation or liability with respect to the any others' station, except as may be otherwise expressly set forth in this Agreement with respect to the expenses of the Facilities JV. The prevailing Party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement, including all provisions dealing with the sale or other transfer of rights pursuant to Section 3 hereof, shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

4.2. Programming Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, Sharer and each Sharee shall indemnify, defend and hold the other(s) harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the programming, advertising and operation of its television station during the Shared Use Term, MBC Shared Use Term and the LVPT Shared Use term, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

4.3. Liability. In no event shall any Party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such Party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

4.4. Survival. The Parties' obligations under this Article 4 shall survive any termination or expiration of this Agreement.

ARTICLE 5: DISPUTE RESOLUTION AND REMEDIES

5.1 Engineering Disputes. In the event that any Party notifies any other Party that there is an engineering or technical dispute that it has not been possible to resolve informally by the Parties' engineering staffs, the Parties shall jointly agree on the selection of a nationally known consulting engineering firm to resolve the issue, and the resolution specified by that firm shall be binding on the Parties. If the Parties cannot agree on selection of an engineering firm, they shall each designate a consulting engineer to jointly appoint another consulting engineer from a third firm that neither Party has ever consulted.

5.2 Non-Engineering Disputes. In the event that any Party notifies any other Party that there is a dispute between them not involving engineering matters that it has not been possible to resolve informally (including any claimed default by such other Party under this Agreement), each Party shall within five (5) business days notify the other of a representative (such representative being a senior member of that Party's management) appointed to attempt to negotiate a resolution. If such negotiations do not lead to a resolution of the dispute within thirty (30) days, the dispute shall be submitted for binding arbitration pursuant to Section 5.3 hereof.

5.3 Arbitration.

(a) Any controversy or claim arising from or relating to this Agreement and submitted by either party to arbitration pursuant to Section 5.2 shall be settled by arbitration administered by the American Arbitration Association under its applicable Procedures for Large, Complex Commercial Disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators will be selected from a panel of persons having experience with and knowledge of broadcast television and the Communications Laws applicable thereto.

(b) Preliminary Relief. Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction that is located in Lehigh County, Pennsylvania any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

(c) Remedies Cumulative; Specific Performance. The rights and remedies of the Parties hereto shall be cumulative and not alternative. 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 an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. 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.

5.4 Breach. Upon the occurrence of an Event of Default (defined below), the non-defaulting Parties may (but are not obligated to) terminate this Agreement with respect to the defaulting Party by written notice to the defaulting Party. In the event of a termination due to a default, the non-defaulting Parties shall have the rights provided under Section 5.6 to acquire the defaulting Party's Station.

5.5. Event of Default. An "Event of Default" by a Party under this Agreement shall occur if a Party fails to comply with or perform its obligations under this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within thirty (30) days after the issuance of an arbitration award under Section 5.3 determining that such Party is in default of a material obligation.

5.6. Termination Buyout.

(a) In the event that this Agreement is terminated as to any Party as a result of an Event of Default by that Party, or in the event that any Party's FCC license is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed, or otherwise terminated, each of the other Parties shall have the right and shall be required to acquire the rights of such Party to use the Shared Channel and their equity interest in the Facilities JV ("Channel Sharing Assets") within six (6) months of such termination, by tendering the purchase price for the Channel Sharing Assets which shall be the fair market value of that Party's Channel Sharing Assets as determined by an appraiser mutually acceptable to all Parties, recognizing that, if a party's FCC license has been revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed, or otherwise terminated, that FCC license shall have no value in assessing the fair market value of the remainder of that Party's Channel Sharing Assets. In the event that only one of the other Parties desires to acquire the Channel Sharing Assets, that Party shall do so. In the event both other Parties desire to acquire the Channel Sharing Assets, the Channel Sharing Assets and purchase price shall be divided equally between each other Party, with the must-carry-retransmission consent rights of the selling or transferring Party (if such rights exist) going to the Party willing to bid the highest amount for such rights, such additional sums above the fair market value being paid to the terminated Party.

(b) If under any termination or buyout the Channel Sharing Assets include the LVPT Station, the Party or Parties acquiring the Channel Sharing Assets shall have the right to designate another non-profit entity to be the station licensee whose board of directors meets the FCC's majority local board requirement for NCE-reserved television channels.

5.7. Survival. No termination shall relieve a Party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, the terms of Articles 4, 5 and 6 and any payment obligations that arise or accrue prior to termination shall survive any termination of this Agreement.

5.8. Specific Performance. In the event of failure or threatened failure by any Party to comply with the terms of this Agreement, the other Parties shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

5.9. FCC Changes. Should the FCC announce any change in the rules of the Incentive Auction that would materially affect the financial costs or benefits to any Party arising out of their participation in this Agreement, or should bidding in the Incentive Auction not begin within one (1) year of the date of the execution of this Agreement, any Party may withdraw from this Agreement and thereafter will owe no further duties or obligations to the other Parties to the Agreement, but for the obligation of confidentiality as set forth herein.

ARTICLE 6: MISCELLANEOUS

6.1. Confidentiality. Subject to the requirements of the FCC and applicable law, the terms of this Agreement and all Non-Public Information regarding Sharer and each Sharee and their respective businesses and properties that is disclosed by one Party to any other in connection with the performance of this Agreement, and the identity of the Parties (collectively, "Confidential Information"), shall be confidential and shall not be disclosed to any other person or entity without the consent of the other Parties, provided that each of the Parties may disclose Confidential Information to its respective officers, directors, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors (collectively, "Representatives") who are informed of the confidential nature of such Confidential Information and who agree to be bound by the terms of this Section 6.1. For purposes of this Section 6.1, "Non-Public Information" shall mean any information which (a) is or becomes generally available to the public, (b) was available to the receiving Party on a non-confidential basis prior to its disclosure by any other Party, or (c) becomes available to the receiving Party on a non-confidential basis from a source that is not prohibited from disclosing such information under any contractual, legal or fiduciary obligation. If any of the Parties or any of their respective Representatives is requested or becomes legally compelled by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process to disclose any Confidential Information, it will (x) provide the other Parties with prompt written notice so that the other Parties may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, and (y) cooperate with the other Parties' efforts, if any, to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained, or that compliance with the provisions of this Agreement is waived, the Party requested or compelled to disclose Confidential Information shall furnish only that portion of the Confidential Information which it believes, in good faith, is legally required and will exercise its reasonable best efforts to obtain reliable assurances that confidential treatment will be accorded any Confidential Information so disclosed. This Section shall survive any termination or expiration of this Agreement, or the withdrawal or removal of any Party from this Agreement.

6.2. Authority. Sharer and each Sharee represents and warrants to the others that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state in which the Transmitter Site is located, (iii) it has duly authorized the execution, delivery and performance of this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a Party or by which it is bound. No party requires the consent of any third party (including any lender) to fully perform its obligations hereunder

including its rights to share spectrum or to direct the distribution of the proceeds of the Incentive Auction in the manner set forth in Schedule 1.2 hereof.

6.3. Transfers. No Party may assign or transfer its FCC license to use the Shared Channel or any Shared Transmission Facilities (including its equity rights in the Facilities JV) in accordance with the terms of this Agreement unless the assignee or transferee simultaneously assumes this Agreement in a writing delivered to the other Parties, the acquiring Party also acquires the conveying Party's equity interest in the Facilities JV, and, if applicable, the conveying Party complies with the terms of Section 3.8 of this Agreement.

6.4. Assignment. Except as set forth in this Agreement, no Party may assign or delegate this Agreement or any rights or obligations under this Agreement. The terms of this Agreement shall bind and inure to the benefit of the Parties' respective successors and any permitted assigns. No assignment shall relieve any Party of any obligation or liability under this Agreement except in the case of an assignment permitted under Section 6.3 where, if the party acquiring any party's FCC license becomes a party to this Agreement, the selling party shall be relieved of its obligations and liabilities hereunder. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the Parties hereto and their successors and permitted assigns.

6.5. 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 modified or deleted to the extent necessary to comply with law and maintain the Parties' respective benefits, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

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

if to Sharer: Sonshine Family Television, Inc.
813 N. Fenwick Street
Allentown, PA 18109
Fax:
Attention: Daniel Huber
Email: dan@wbph.org

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

Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471
Fax: 985-629-0778
Attention: Joseph C. Chautin, III, Esq.
Email: jchautin@hardycarey.com

if to MBC:

Maranatha Broadcasting Company, Inc.
300 East Rock Road
Allentown, PA 18103
Fax:
Attention: Barry Fisher
Email: barryf@wfmz.com

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

Wilkinson Barker Knauer, LLP
1800 M. Street, NW, Suite 800
Washington, DC 20036
Attention: David D. Oxenford
Fax: (202) 783-5851
Email: doxenford@wbklaw.com

if to LVPT:

Lehigh Valley Public Telecommunications Corp.
839 Sesame Street
Bethlehem, PA 18015
Fax: 610-694-1977
Attention: Timothy S. Fallon
Email: timf@wlv.org

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

Gray Miller Persh LLP
1200 New Hampshire Avenue NW, Suite 410
Washington, DC 20036
Fax:
Attention: Todd D. Gray
Email: tgray@graymillerpersh.com

6.7. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to the choice of law provisions thereof.

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6.8. Miscellaneous. This Agreement may not be amended except in a writing executed by the 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. No Party shall be authorized to act as an agent of or otherwise to represent the other Parties to this Agreement. Each of the Parties shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Except for the Facilities JV operating agreement (if and when executed), this Agreement constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in separate counterparts.


[SIGNATURE PAGE FOLLOWS]

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.

SHARER: SONSHINE FAMILY TELEVISION, INC.

By:


Name: Daniel Huber
Title: Vice-President


SHAREE: MARANATHA BROADCASTING COMPANY, INC.

By:


Name: Michael Kulp
Title: Treasurer and CFO

SHAREE: LEHIGH VALLEY PUBLIC TELECOMMUNICATIONS CORP.

By:


Name: Timothy S. Fallon
Title: CEO

Schedules

Schedule 1.2 – Shared Auction Proceeds

- I. MBC: In the event there is Successful Auction Participation with respect to MBC's Station, and the gross proceeds from relinquishment of the spectrum usage rights for MBC's Station in the Incentive Auction (the "MBC Gross Proceeds") is [REDACTED] or less, MBC shall retain [REDACTED] of the gross proceeds derived from relinquishment of the spectrum usage rights for MBC's Station in the Incentive Auction, and shall pay over the remaining [REDACTED] of gross proceeds from MBC's Station relinquishment to Sharer. MBC shall retain all MBC Gross Proceeds that exceed [REDACTED]
- II. LVPT: In the event there is Successful Auction Participation with respect to LVPT's Station, LVPT shall retain [REDACTED] of the gross proceeds derived from relinquishment of the spectrum usage rights for LVPT's Station in the Incentive Auction ("LVPT Gross Proceeds") plus the Reduction Amount (if any). LVPT shall pay over the remaining [REDACTED] of LVPT Gross Proceeds to Sharer, less an amount equal to [REDACTED] of the funds Sharer received from MBC for MBC's Station relinquishment (the "Reduction Amount"). If the funds received by Sharer from MBC exceed the LVPT Gross Proceeds, LVPT shall retain all [REDACTED] derived from relinquishment of its spectrum usage rights, and Sharer shall pay over to LVPT [REDACTED] Sharer received from MBC sufficient to cause LVPT and Sharer to [REDACTED] (a) received by Sharer from MBC, and (b) received by LVPT from the relinquishment of the spectrum usage rights for LVPT's Station in the Incentive Auction. If the sharing in the preceding sentence becomes necessary, LVPT and Sharer shall cooperate in taking actions that do not create unfavorable tax consequences for either Sharer or LVPT.
- III. Sharer: In the event the Low VHF Sharing Conditions are satisfied, the gross proceeds received by Sharer as consideration for moving to a Low VHF Channel ("Low VHF Proceeds") will be split [REDACTED] each to Sharer, MBC and LVPT, provided, however, if either MBC or LVPT do not have Successful Auction Participation, then the Low VHF Proceeds shall be split [REDACTED] between Sharer and the remaining Sharee if the remaining Sharee is LVPT, or [REDACTED] to Sharer

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and [REDACTED] to the remaining Sharee if the remaining Sharee is MBC. Sharer shall pay over the [REDACTED] of gross proceeds from Sharer's successful Low VHF Channel bid to MBC and/or LVPT as provided above. However, prior to distributing the Low VHF Proceeds, sufficient funds to cover the estimated costs of the construction of the Low VHF Channel facilities shall be placed into an escrow account (the "Low VHF Escrow Account"). The Parties shall, before any distribution of the Low VHF Proceeds, mutually agree on the technical plans to construct the Low VHF channel and the estimated costs of such construction. In the event the funds held in the Low VHF Escrow Account are insufficient to construct the Low VHF Channel facilities, then each Party shall pay [REDACTED] third (1/3) of any additional costs (or one-half (1/2) of such costs if there is only one Sharee remaining). If any Low VHF Proceeds remain in the Low VHF Escrow Account after the completion of the construction of the Low VHF Channel facilities, such funds shall remain in the Low VHF Escrow Account, and shall be used by the Facilities JV for the initial operation and maintenance of the equipment used for the operation of the Shared Channel.

- IV. All gross proceeds received from the Incentive Auction shall be delivered to the applicable Party or to the Low VHF Escrow Account in full immediately upon receipt thereof, except as provided herein (and in any event within one (1) business day of receipt, or such additional business days as commercial banking regulations require, but no more than necessary), without offset or deduction, by wire transfer of immediately available funds in accordance with wire transfer instructions provided by the escrow agent for the Low VHF Escrow Account or the Party entitled to such funds.
- V. For clarification, issues relating to taxation of auction proceeds received by any Party will have no impact on the amount of proceeds shared by the Parties pursuant to this *Schedule 1.2*; all payments will be calculated on a pre-tax basis. In addition, if any Party is required by the FCC to establish an escrow from auction proceeds, or if the FCC otherwise holds back any portion of auction proceeds for any reason, such amounts shall be withheld out of the successful bidder's percentage of auction proceeds, and payments to the other Parties shall be based on the gross auction proceeds based on the final successful bid amount.
- VI. Ongoing Expenses. All ongoing expenses incurred operating the Shared Channel by the Facilities JV shall be split among the remaining Parties to the Agreement proportionally to their ownership interest in the Facilities JV. After any funds deposited into escrow pursuant to terms of this Agreement are expended, each Party shall make a contribution of their

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share of any additional expenses within fifteen (15) days of a call for capital from the operational manager of the Facilities JV.

- VII. Any party may direct that any money due hereunder be paid to a Qualified Intermediary or, if the auction proceeds due to that party have been paid by the FCC to a Qualified Intermediary, the party shall have its Qualified Intermediary make the payments required of that Party under the terms of this Agreement.
- VIII. For clarity of purpose, the sharing of auction proceeds (a) between LVPT and Sharer in Section II of this Schedule 1.2 is in furtherance of LVPT receiving a portion of the spectrum on the Shared Channel, and any remittance from Sharer to LVPT is therefore not a mere or naked contribution to LVPT, and (b) between the Parties of any Low VHF Proceeds is designed to evenly compensate all channel share parties for moving to a channel that may be subject to additional interference. The non-profit missions of Sharer and LVPT shall continue in effect during any Shared Use Term, MBC Shared Use Term, or LVPT Shared Use Term, and funds received in furtherance of this Agreement do not alter and are not intended to alter those respective missions.

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Schedule 1.2(a) - Reserve and Minimum Price Schedule

In furtherance of that certain Channel Sharing Agreement dated January 4, 2016 (the "Agreement") entered into by and on behalf of the Parties below, and the requirements therein that the Parties mutually agree prior to the commencement of the Incentive Auction to the MBC Reserve Price, LVPT Reserve Price, and the Sharer Minimum Price, as such terms are defined in the Agreement, the Parties, through their authorized representatives, hereby agree as follows:

The MBC Reserve Price shall be \$ [REDACTED]

The LVPT Reserve Price shall be \$ [REDACTED]

The Sharer Minimum Price shall be \$ [REDACTED]

Executed this ___ day of _____, 201_.

SHARER: SONSHINE FAMILY TELEVISION, INC.

By: _____
Name: Daniel Huber
Title: Vice-President

SHAREE: MARANATHA BROADCASTING COMPANY, INC.

By: _____
Name: Michael Kulp
Title: Treasurer and CFO

SHAREE: LEHIGH VALLEY PUBLIC TELECOMMUNICATIONS CORP.

By: _____
Name: Timothy S. Fallon
Title: CEO

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Schedule 3.1 – Facilities JV LLC Agreement

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Schedule 3.1(b) – Shared Transmission Facility Material Items of Equipment

Primary Transmitter and Antenna system:

Harris HST40 / 4 cabinet Transmitter with associated RF combining and reject load components.

Primary Antenna - PSIVLP6AWC-9
6-Bay VHF Digital Slot Antenna for Channel 9

Transmission Line System
4-1/16" EIA rigid transmission line system with associated components.

2 Andrew Commscope Dehydrators

1 VTV-7CIF-700-9 VHF Constant impedance stringent mask filter
7-cavity design, 3-1/8" input and output, 20 kW power rating, field tunable.

4 Port Motorized RF Switching System – Dielectric
Spare 4 port motorized Switch

Full Power Altronic 6750 Dummy Air Cooled Dummy Load

Linear 8vsb Modulator

Burk Intelligent Remote Control System / Smart phone interface option.

Back up Transmitter:

Thales 500 watt digital transmitter
5KW Dummy Load

Additional Components

2 Trane 10 ton HVAC cooling units.

600 Amp Electrical panel with breakers, AC cutoff Switches etc and wiring components purchased for transmitter and AC install.

Ktech Telecom 8vsb and ASI spmte 310 Demodulator with monitor.

2 Northern Technology 480V 3 phase Surge suppressors

b/t

Dual 18 ghz Studio to Transmitter link system including 2 Tiernan TUI 10 ASI/310 to DS3 converters.

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