Confidential

CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this "Agreement") is made as of January 11, 2016 (the "Effective Date") between VCY America, Inc. ("Sharee") and WITI License, LLC and WITI Television, LLC (collectively, "Sharer"). As used herein, Sharer or Sharee will be referred to as a "Party" and both Sharer and Sharee will be referred to as the "Parties."

Recitals

A. Sharer owns and operates the following television broadcast station, in the Milwaukee, Wisconsin Nielsen Designated Market Area (the "DMA") including its primary and all multicast streams pursuant to licenses issued by the Federal Communications Commission (the "FCC"): WITI-TV, Milwaukee, Wisconsin (FCC Facility ID No. 73107) ("Sharer's Station");

B. Sharee owns and operates the following television broadcast station, in the DMA, including its primary and all multicast streams pursuant to licenses issued by the FCC: WVCY-TV, Milwaukee, Wisconsin (FCC Facility ID No. 72342) ("Sharee's Station", and Sharer's Station and Sharee's Station are referred to in this Agreement individually as a "Station" and, together, the "Stations");

C. Sharee desires to participate in the broadcast reverse incentive auction conducted by the FCC pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 11296, § 6403, 126 Stat. 156, 225-230 (2012) ("Incentive Auction")) and also engage in a channel sharing arrangement, conditioned upon the outcome of the Incentive Auction pursuant to the FCC's Channel Sharing Rules (as defined below), enabling Sharee to continue to operate Sharee's Station;

D. If Sharee's participation in the Incentive Auction results in Successful Participation (as defined in Section 1.2(a) below), Sharee will relinquish the television channel associated with Sharee's Station, currently licensed to it by the FCC, and Sharer and Sharee will then share the 6 MHz channel authorized by the FCC for use by Sharer's Station (or any successor channel assigned by the FCC pursuant to a Repacking of the television broadcast band in connection with the Incentive Auction) and the bandwidth associated with such Shared Channel (i.e., 19.39 Megabits per second ("Mbps") as allocated under the current ATSC system) (the "Shared Channel") pursuant to licenses issued by the FCC to Sharer and Sharee;

E. Sharer and Sharee desire to set forth their agreement with respect to the matters set forth herein, including the transfer to Sharer, as consideration for this Agreement, of certain amounts received by Sharee from its participation in the Incentive Auction, and the terms and conditions of the future sharing of the Shared Channel and shared facilities;

F. If Sharee's participation in the Incentive Auction results in Successful Participation (as hereinafter defined), Sharer, which owns and operates certain broadcasting assets, including, but not limited to, the broadcast transmission facilities located at East Capitol Drive, Shorewood, WI 53212 43-05-26.0 N 87-53-50.0 W (NAD 83) 43-05-26.0 N 87-53-49.7 W (the "Transmitter Site") and other equipment necessary for broadcasting on the Shared Channel as described in more detail herein, will make such assets available for use by Sharer and Sharee in the operation of their

Stations broadcasting on the Shared Channel (the "Shared Equipment," and together with the Transmitter Site, the "Transmission Facilities"); and

G. Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing the Incentive Auction and channel sharing agreements, including without limitation the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 (the "Channel Sharing Order"), the Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the "Incentive Auction Order"), the First Order on Reconsideration and Notice of Proposed Rulemaking, adopted in GN Docket No. 12-268, released June 12, 2015 (the "First Order"), the Second Order on Reconsideration, adopted in GN Docket No. 12-268, released June 19, 2015 (the "Second Order"), the Procedures for Competitive Bidding in Auction 1000, Including Initial Clearing Target Determination, Qualifying to Bid, and Bidding in Auctions 1001 (Reverse) and 1002 (Forward), adopted in GN Docket No. 12-268, released August 11, 2015 (the "Procedures Public Notice"), the Guidance Regarding the Prohibition of Certain Communications During the Incentive Auction, Auction 1000, adopted in GN Docket No. 12-268, released October 6, 2015 (the "Communications Guidance") and the Application Procedures for Broadcast Incentive Auction Scheduled to Begin on March 29, 2016; Technical Formulas for Competitive Bidding, adopted in GN Docket No. 12-268, released October 15, 2015 ("Application Procedures Public Notice"), the Application Instructions for Broadcast Incentive Auction Scheduled to Begin on March 29, 2016, released November 19, 2015 (the "Applications Instructions"), and the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (together with the Channel Sharing Order, the Incentive Auction Order, the First Order, the Second Order, the Procedures Public Notice, the Communications Guidance, the Application Procedures Public Notice, the Application Instructions and any other FCC orders or public notices relating to the Incentive Action, the "Channel Sharing Rules") on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, for the foregoing recitals 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: TERM; AUCTION PARTICIPATION

1.1. Term. The term of this Agreement (together with any renewals thereof, the "Term") will commence on the Effective Date and, unless extended or earlier terminated in accordance with this Agreement, will continue until:

(a) if Sharee's participation in the Incentive Auction results in Successful Participation (as hereinafter defined) in the Incentive Auction, the date thirty (30) years after the date of this Agreement, which Term will thereafter automatically renew for successive terms of ten (10) years each, unless earlier terminated in accordance with Article 5 of this Agreement; or

(b) if Sharee's participation in the Incentive Auction does not result in Successful Participation (as hereinafter defined) in the Incentive Auction, the first to occur of: (i) the date the FCC notifies Sharee that Sharee is no longer a qualified bidder in the Incentive Auction (*i.e.*, that

Sharee's bid has not been accepted) or (ii), subject to Section 1.2 and *Schedule 1.2(b)*, the date the FCC's price for Sharee's Station drops below the Reserve Price (as defined in Section 1.2(a)).

1.2. Auction.

(a) Definition of Successful Participation in Incentive Auction. For purposes of this Agreement, "Successful Participation" in the Incentive Auction means either that the FCC shall have issued a decision, order, public notice or other official public announcement designating the Sharee's Station's bid to go off-air a "winning bid," or otherwise stating that the FCC and Sharee are entering into a binding commitment pursuant to which the FCC will purchase Sharee's channel at a price (i) equal to or greater than a reserve price to be mutually agreed between the Parties (the "Reserve Price") or (ii) at a price less than the Reserve Price, provided that Sharee, in its sole and absolute discretion, has elected and notified Sharer (through its designated Bidding Liaison) of its election not to terminate this Agreement as set forth in *Schedule 1.2(b)* (but subject to payment of the Sharer Minimum Payment to Sharer in accordance with *Schedule 1.2(b)*). Neither Party will take any action that would reasonably be expected to result in the loss of Sharee's eligibility to participate in the Incentive Auction.

(b) Division of Auction Proceeds. Unless this Agreement is otherwise terminated, the parties shall divide the revenue received from Sharee's Successful Participation in the Incentive Auction pursuant to the allocation set forth in *Schedule 1.2(b)*. If Sharee (or its designee) receives any payment from the FCC as a result of its Successful Participation in the Incentive Auction, then within five (5) business days after receipt of such payment, Sharee (or its designee) shall disburse the amount allocated to Sharer in *Schedule 1.2(b)* (without any offset or deduction for taxes or otherwise) by wire transfer of immediately available funds. If Sharee is required by the FCC to establish an escrow from auction proceeds, or if the FCC otherwise holds back any auction proceeds for any reason, such amounts would be withheld from Sharee's percentage of auction proceeds, and Sharer shall be entitled to its full share of the gross auction proceeds based on the final successful bid amount.

(c) FCC Application. Sharee will timely file and thereafter diligently prosecute an application and any other form or document or submission required by the FCC (the "FCC Application") to relinquish Sharee's channel and to participate in the Incentive Auction as a channel sharee with Sharer. The FCC Application shall select the bid option to relinquish all the spectrum usage rights associated with Sharee's Station, indicate the Sharee's intent to share the Shared Channel with Sharer, and, if required by the FCC, shall include with such FCC application a copy of this Agreement. Sharer shall timely provide Sharee with all certifications required of a sharer in the Incentive Auction as required for filing of the FCC Application. Sharer will not file an application to participate in the Incentive Auction with respect to Sharer's Station unless mutually agreed upon by the Parties. The Parties will cooperate in good faith with respect to the FCC Application and the Incentive Auction, and each Party will promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, to the extent consistent with the Channel Sharing Rules, and will furnish all information required by the FCC. Each Party will notify the other of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby, to the extent consistent with the Channel Sharing Rules. Sharer will furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee's preparation of the FCC Application. Neither Party will take any action that would reasonably be expected to result in the dismissal of the FCC Application.

(d) Other FCC Filings. If Sharee's participation in the Incentive Auction results in Successful Participation, Sharee will promptly and timely file with the FCC and thereafter diligently prosecute a minor change application for a construction permit specifying the same technical facilities as the Shared Channel (and, if required, include with such applications a copy of this Agreement with appropriate redactions of confidential information as may be permitted by the FCC), and any other FCC application(s) that may be necessary to implement the sharing arrangement contemplated by this Agreement, within the time period(s) required by the Channel Sharing Rules and with the Communications Act of 1934, as amended, and the rules, regulations and written policies of the FCC (collectively, the "Communications Laws"). The Parties will cooperate in good faith with respect to such applications, and each Party will promptly provide the other with a copy of any pleading, order or other document filed with or served on it relating to such applications, and will furnish all information required by the FCC or reasonably requested by the other Party in connection with their preparation and prosecution of such applications. Each party shall maintain all main station FCC licenses and any other governmental licenses, approvals and authorizations necessary for its operations on its respective station in full force and effect during the Term. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party.

(e) Compliance with Law; Non-Circumvention. Sharer shall comply with this Agreement and the Communications Laws with respect to its ownership and operation of Sharer's Station. Sharee shall comply with this Agreement and the Communications Laws with respect to its ownership and operation of Sharee's Station. Without limitation of the foregoing, any and all communication and coordination between the parties and their respective stations shall at all times be in compliance with the Channel Sharing Rules. Sharee covenants and agrees that at no time during or after the Term of this Agreement will it or Sharee's Station, directly or indirectly, alone or by, with or through others, cause, induce or authorize, or voluntarily assist, participate or cooperate in the commencement, maintenance or prosecution of any action or proceeding that seeks to challenge or reverse the results of the Incentive Auction with respect to the DMA if such action or proceeding is designed to, or has the effect of, avoiding, circumventing or frustrating any of the obligations of Sharee or Sharee's Station under this Agreement.

(f) Allocation of Auction-Related Expenses. Each party shall each pay its own fees and expenses incurred in the negotiation, preparation and execution of this Agreement and all ancillary documents (if any).

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, Sharer and Sharee shall share the 6 MHz Shared Channel (or 19.39 Megabits per second ("Mb/s")) for their respective broadcast operations as set forth in this Agreement, which may be modified from time to time by mutual written agreement of the parties but which, at a minimum, shall provide that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one (1) Standard Definition ("SD") program stream. Subject to the foregoing, (i) Sharer shall be entitled to [redacted]) of the bandwidth capacity of the Shared Channel and (ii) Sharee shall be entitled to [redacted]) of the bandwidth capacity of the Shared Channel (the "Capacity Allocation"), in each case, for their respective broadcast services, where such bandwidth allocation is calculated on an average monthly

basis using statistical multiplexing ("Stat Mux"). The parties shall employ Stat Mux signal compression and other dynamic spectrum usage technologies and arrangements to increase carriage capacity and improve picture quality. Each Party will have the right to multicast signals using its allocated capacity on the Shared Channel in its sole discretion in accordance with the Communications Laws.

2.2. Encoding. In order to take advantage of a Stat Mux pool, Sharer and Sharee shall implement a shared encoding pool. Each of Sharer and Sharee, at its own expense, will have the right (at its own expense) to monitor and audit the Shared Channel's encoding system to ensure compliance with Section 2.1. Each of Sharer and Sharee shall provide the other Party with reasonable access to all records of such encoding in such Party's possession (if any), upon written request during normal business hours.

2.3. Regulatory Technical Changes.

(a) 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. Sharer and Sharee will share on a proportional basis in accordance with the Capacity Allocation any costs to implement such modulation or technical changes, as provided in Section 3.5. In the event that such changes alter the available bandwidth on the Shared Channel, Sharer and Sharee will cooperate to divide the available bandwidth following such modifications on a proportional basis in accordance with the Capacity Allocation.

(b) 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:

(i) ATSC 3.0. Sharer 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") [redacted], or at such other time agreed by the parties (provided that in any event, the parties shall continue to allocate bandwidth capacity in accordance with the provisions of Section 2.1 of this Agreement). Subject to the foregoing, Sharer shall determine, in its sole discretion, 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. In accordance with the Capacity Allocation, Sharee shall reimburse Sharer for [redacted] of the costs associated with the ATSC 3.0 Upgrade.

(ii) Deployment of Other Transmission Technologies. Except as set forth in Section 2.3(b)(i), either Sharer or Sharee, at its own expense, shall have the right to adopt or deploy new technologies, new transmission systems or new technical standards for its Station using the Shared Channel; provided, however, that such adoption or deployment does not materially adversely affect the other Party's broadcast service in existence at the time of such adoption or deployment or 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; and provided, further, that (A) any adoption or

deployment of a new technology by one Party that requires the viewers of the other Party's Station to install new hardware or software in the home to continue to receive the signal of such Station shall not be adopted or deployed without the prior mutual written consent of Sharer and Sharee, and (B) any such adoption or deployment for such Station's sole benefit that requires modifications to the Transmission Facilities shall not be adopted or deployed without the prior written consent of the other Party.

2.4. Capacity. Each of Sharer and Sharee shall have the right to use its allocated capacity on the Shared Channel in any way it sees fit, in accordance with this Agreement (subject to compliance with the Communications Laws and all other applicable laws). Sharer will transmit content provided by Sharee using the Shared Equipment. Except as provided herein, Sharer will not alter the content provided by Sharee; provided, however, that Sharer may: (i) encode, compress and/or modulate the content as required to multiplex together Sharer and Sharee content streams using the parameters set forth in this Agreement, and (ii) combine the EIT and other information into a common PSIP format for transmission as set forth to in this Agreement. "EIT" and "PSIP" shall have such meanings as are commonly ascribed to them in the television broadcasting industry

2.5. FCC Licenses.

(a) Authorizations. Each Party shall maintain all FCC and any other material governmental licenses, approvals and authorizations necessary for its operations on its respective station in full force and effect during the Term. Each Party shall prepare, file and prosecute in good faith the necessary applications for FCC construction permits for its station in order to implement this Agreement, within the time period required by the FCC rules. In the event that Sharer's Station is assigned a new operating channel in the repack of television broadcast stations following the Incentive Auction, then Sharer and Sharee shall each prepare, file on a timely basis and prosecute in good faith the necessary applications for FCC construction permit and license in order to operate on a shared basis on the newly-assigned Shared Channel. Each Party will provide to the other Party a copy of such applications prior to filing at the FCC. Subject to Section 2.3, Sharee shall not make any filing with the FCC to modify the Shared Channel without the prior written consent of Sharer. Subject to Section 2.3, Sharer shall have the right to make, and shall notify Sharee reasonably in advance of, any filing with the FCC to modify the Shared Channel so long as Sharee's operations on the Shared Channel remain materially the same or are improved as a result of such modification. Each Party will promptly notify the other of any material communications to or from the FCC that relate to either the Shared Channel or to a Station's operations which may require coordination to minimize any disruptions to operations which may affect both Stations.

(b) Compliance with Law. Sharer and Sharee will comply with this Agreement, the Communications Laws and other applicable laws with respect to its Station's use of the Shared Channel. Sharer will be solely responsible for all content it transmits on the Shared Channel, and Sharee will be solely responsible for all content it transmits (and that it causes Sharer to transmit) on the Shared Channel. In the event that the FCC adopts changes to the Channel Sharing Rules, the Parties will undertake good faith negotiations to agree to amend this Agreement in order to comply with such changes to the Channel Sharing Rules.

(c) Control. Consistent with the Communications Laws, each Party shall control, supervise and direct the day-to-day operation of its own station, and nothing in this Agreement shall be deemed to affect either Party's respective obligations. Neither Sharer nor Sharee will hold itself

out as the licensee of the other's Station using the Shared Channel, and nothing in this Agreement will give either Party a present ownership interest in the other Party's Station or a right to obtain the FCC's authorizations in the Shared Channel held by the other Party, except as set forth in this Agreement. Neither Sharer nor Sharee will use the call letters of the other's Station in a false or misleading manner, or in a manner suggesting common ownership, control or association.

(d) FCC Fees. Each Party 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. The Parties shall split any joint fees, if any, assessed by the FCC on the Shared Channel, based on the Capacity Allocation for each Party. For purposes of clarity, such joint fees shall include only those fees directly imposed on the Shared Channel, and shall not include any fees assessed by the FCC against either Party or Party's station on a separate and individual basis.

(e) Cooperation. If Sharee's participation in the Incentive Auction results in Successful Participation, the Parties will cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Transmission Facilities. Neither Sharer nor Sharee will take any action or fail to take any action which interferes with or is reasonably likely to interfere with the other's use of capacity on the Shared Channel or the Transmission Facilities. In the event the FCC holds another broadcast incentive auction or similar process for the return of broadcast spectrum for consideration within three years of the date hereof, the Parties agree to negotiate in good faith whether, and if so on what terms, to participate in such auction (if at all) with respect to the Shared Channel, provided that in no event shall either Party be under any obligation to enter such broadcast incentive auction or similar process or to enter into any agreement with the other Party with respect to the foregoing.

2.6 Must-Carry and Retransmission Consent. Each of Sharer and Sharee shall be solely responsible for exercising must-carry or retransmission consent rights (or any other right of distribution) for its respective station. Neither of Sharer nor Sharee shall have any use, claim, or benefit of, or derive any carriage rights from or have any obligation under any carriage agreement of the other party.

ARTICLE 3: POST-AUCTION OPERATIONS.

The terms of this Article 3 is conditioned upon Sharee's participation in the Incentive Auction resulting in it being Successful Participation, and will be effective only from and after the date upon which the channel share contemplated herein is implemented by the Parties.

3.1. Transmission Facilities.

(a) Operations. Sharer shall designate and establish the "control point" for both stations under applicable FCC rules. Sharee shall be solely responsible for all costs associated with the delivery of its signal in a mutually agreeable format, to the Transmitter Site (or such other location determined by the Sharer), where such signal will be encoded and sent for transmission. Sharer will provide Sharee with reasonable access to and use of the Shared Equipment during normal business hours and upon 48 hours' prior notice for access outside of normal business hours (except in the event of an emergency, in which case Sharee may access the facilities and shall give notice as soon as practicable under the circumstances). Each of Sharer and Sharee may use the Transmission Facilities only for the operation of its television station in the ordinary course of business and for no other

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 and with prior written notice to the other Party.

3.2. Insurance. (a) Sharer, at its own expense, shall maintain insurance of customary coverages and limits in accordance with past practice. Sharer's general liability insurance covering the Transmission Facilities shall (i) include Sharee as an additional insured for the acts and omissions of Sharer, and (ii) provide 30 days' prior written notice of any cancellation or reduction in coverage or limit.

(b) Sharee, at its own expense, shall maintain insurance of customary coverages and limits in accordance with past practice, all of which shall be subject to Sharer's reasonable approval. Sharee's property and business interruption insurance covering Sharee's use of the Transmission Facilities shall include voice, data and video service interruption coverage. If Sharee or Sharee's contractor shall install, modify or repair Sharee's equipment located on or at the Transmission Facilities, then Sharee's and Sharee's contractor's general liability insurance shall (i) include Sharer as an additional insured for the acts and omissions of Sharee and Sharee's contractor, and (ii) provide 30 days' prior written notice of any cancellation or reduction in coverage or limit. The foregoing insurance requirements are subject to periodic review and revision.

3.3. Interference. Each Party will use reasonable best efforts to avoid interference by their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither Party will 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 Party causing such interference will notify the other Party in writing and use reasonable best efforts to correct such interference in all material respects as promptly as practicable, and in any event within two (2) business days.

3.4 Cooperation. In the event it is necessary for a Party to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facilities so that the other Party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Transmitter Site or any other shared facility, the non-requesting Party will cooperate in a commercially reasonable manner. If necessary, the non-requesting Party will temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facility, provided that the requesting Party shall take all reasonable steps to (i) minimize the amount of time the non-requesting Party will be required to operate with reduced facilities and (ii) schedule such installation, maintenance, repairs, removal or work at a time convenient to the non-requesting Party. Each Party will provide reasonable advance notice as to any planned repairs and related downtime of its Station, to the extent reasonably feasible.

3.5. Force Majeure. Neither Party will 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. In the event of a natural disaster, act of terrorism or other event of force majeure, that results in the physical harm to or destruction of the Transmission Facilities (including

towers, transmitters and other physical structures and equipment) (a "Force Majeure Event"), the Parties shall share the costs of restoring and reactivating the Transmission Facilities to the condition the Transmission Facilities were in prior to the Force Majeure Event in accordance with the Capacity Allocation, unless such costs are covered by insurance or as otherwise mutually agreed by Sharee and Sharer in writing. In accordance with the Capacity Allocation, Sharee shall reimburse Sharer within thirty (30) days after invoice for twenty percent (20%) of such costs. Sharer and Sharee shall discuss in good faith how to allocate the costs reasonably incurred by Sharer as a result of a Force Majeure Event that affect Transmission Facilities that are owned by Sharer.

3.6. Operating Costs. [redacted]

(b) Each Party will be solely responsible for the maintenance and insurance costs for its Exclusive Equipment, any other equipment that is not shared by the Parties, costs for any necessary microwave link between its Station's studio site and the Transmitter Site, any capital expenses related solely to its Station using the Shared Channel, all expenses related to any equipment solely owned by it and located at the Transmitter Site and all of its expenses not related to the Transmission Facilities. Each of Sharer and Sharee will insure its own equipment at the Transmission Facilities and name the other as an additional insured.

3.7. Repacking. If as a result of the Incentive Auction the FCC assigns the Shared Channel to a different frequency ("Repacking"), Sharer and Sharee will reasonably cooperate to determine and implement any necessary modifications to the Shared Equipment; provided, however that Sharer shall have final decision-making authority with respect to any modification of the Transmission Facility in connection with the Repacking, provided, however, that any such decision shall reasonably ensure that Sharee is treated comparably with Sharer (taking into account the Capacity Allocation). Sharer and Sharee, as the case may be, will promptly seek reimbursement from the TV Broadcaster Relocation Fund for all reimbursable costs and expenses incurred in connection with or arising out of the Repacking. In accordance with the Capacity Allocation, Sharee will pay to Sharer an amount equal to [redacted]) of any amounts that are incurred by Sharer in relocating to a new shared channel in connection with a Repacking and for which Sharer is not reimbursed from the TV Broadcaster Relocation Fund within 30 days of delivery of an invoice therefor (but excluding any amounts that relate to costs for which Sharer is otherwise exclusively responsible hereunder (such as costs relating to its microwave link or to Exclusive Equipment)). Any costs incurred by Sharee

associated with the move to the Transmission Facilities and the installation or modification of any dedicated Sharee equipment (including exciters, direct fiber feeds to MVPDs, labor, etc.) that are not reimbursed from the TV Broadcaster Relocation Fund will be borne solely by Sharee.

ARTICLE 4: INDEMNIFICATION

4.1. Representations and Warranties of Each Party. Each Party hereto represents and warrants to the other party hereto as of the Effective Date, as follows: (a) it is a corporation or limited liability company duly organized and validly existing under the laws of its place of incorporation or place of formation; (b) it has full power and authority and has taken all corporate action necessary to enter into and perform this Agreement and to consummate the transactions contemplated hereby; (c) the execution, delivery and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, any other material agreement or arrangement, whether written or oral, by which it is bound; (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; and (e) it has obtained all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its station. In addition, each of Sharer and Sharee represents and warrants to the other that, as of the Effective Date, it has obtained all FCC and any other material governmental licenses, approvals and authorizations necessary for its operations on its respective Station as currently operated by it. During the Term, each of Sharer and Sharee shall maintain all material FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective television station in full force and effect.

4.2. General Indemnification. Subject to Section 4.4, each Party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement, (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement and (iii) its use of the Transmission Facilities or its use of the Shared Channel. Sharer hereby expressly disclaims any and all liability with respect to Sharee's Station, and Sharee hereby expressly disclaims any and all liability with respect to Sharer's Station.

4.3. Programming Indemnification. Without limiting the terms of Section 4.2, each Party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the operation of its 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 the Communications Laws.

4.4. Limitations of Liability.

(a) In no event will either Party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, 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, except due to gross negligence or willful misconduct.

(b) Exceptions. Notwithstanding anything contained herein to the contrary, the limitations of liability contained in Section 4.4(a) shall not apply to (i) either Party's indemnification obligations under Sections 4.2 and 4.3; and (ii) personal injury, including death, and damage to tangible property caused by the willful or intentional acts of a Party or its employees, agents, or subcontractors.

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

ARTICLE 5: TERMINATION AND REMEDIES

5.1. Termination.

(a) Mutual Agreement. This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

(b) Loss of License or Authorization to Operate on Shared Channel. This Agreement will terminate automatically if: (A) the FCC authorization to operate either Sharer's Station or Sharee's Station is revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed, or (B) the FCC authorization to operate on the Shared Channel granted to either of Sharer or Sharee is revoked, relinquished, withdrawn, rescinded, canceled or not renewed. In such event, notwithstanding such termination, the shared spectrum usage rights will revert to the surviving party, subject to FCC approval, and the surviving party may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status and acquire the spectrum usage rights of the terminating party.

(c) [Intentionally Omitted]

(d) Termination for Breach. Either Party may terminate this Agreement by delivery of written notice to the other Party thirty (30) days in advance in the event of a material breach of this Agreement by the other Party, unless said breach is cured within such thirty (30) day notice period (except that the cure period for a breach of payment obligations shall be five (5) days). As used herein, a material breach will be a breach or default: (i) that constitutes a failure by a Party to pay to the other Party all undisputed payments owed under this Agreement or (ii) that materially impairs the ability of the non-breaching Party to make use of the Shared Channel for broadcast by such non-breaching Party by its Station. Following any such termination for material breach, the non-breaching Party will be entitled to pursue any and all available rights or remedies.

(e) Sharee is not Successful in the Incentive Auction. In accordance with Section 1.1(b), this Agreement shall terminate automatically if Sharee is not Successful in the Incentive Auction for Sharee's Station, with such termination effective upon the first to occur of: (i) the date the FCC notifies Sharee that Sharee is no longer a qualified bidder in the Incentive Auction or (ii) the date the FCC's price for Sharee's Station drops below the Reserve Price (unless Sharee has exercised the option as set for in *Schedule 1.2(b)*).

5.2. Following Termination. At the end of the Term (or upon any earlier termination of this Agreement), Sharee shall vacate the Transmitter Site, remove all of its assets and employees (if any) from such site, and return all keys and other means of entry to Sharer.

5.3. Remedies; Specific Performance. Each Party acknowledges that the obligations contained in this Agreement are of a special, unique, and extraordinary character, and that any breach of this Agreement by a Party may not be fully compensated for by monetary damages. Accordingly, if a Party breaches its obligations under this Agreement, the non-breaching Party will be entitled to seek any remedies that it may have at law or in equity resulting from any breach of the Agreement, including that the non-breaching Party will be entitled to seek enforcement of this Agreement (subject to any required approval of the FCC) by decree of specific performance or injunctive relief requiring the breaching Party to fulfill its obligations under this Agreement.

5.4. Survival. No termination will relieve a Party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Section 3.6 and all other provisions in this Agreement related to obligations to pay expenses, Article 4 (Indemnification), Article 5 (Termination) and Section 7.1 (Confidentiality) and the confidentiality obligation set forth in Section 7.3(a) will survive any termination of this Agreement.

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

ARTICLE 6: DISPUTE RESOLUTION

In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the Parties hereto shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties through consultations among their respective senior executives. If the issue remains unresolved within a period of sixty (60) days, then the Parties may elect to submit the disputed matter to a mutually agreeable independent third party with substantial experience and expertise in the business and operation of television broadcast stations to serve as a non-binding mediator, with the costs of such third party mediator to be split equally between Sharer and Sharee.

ARTICLE 7: MISCELLANEOUS

7.1. Confidentiality. Subject to the requirements of applicable law or as otherwise agreed upon by the Parties, all non-public information regarding Sharer and Sharee and their respective businesses and properties that is disclosed in connection with the negotiation, execution or performance of this Agreement (including any financial information) shall be confidential and shall not be disclosed to any other person or entity. This section shall survive any termination or expiration of this Agreement.

7.2. Information.

(a) Effective only if and after Sharee's participation in the Incentive Auction results in Successful Participation, upon reasonable request, each Party will provide the other with such information in respect of the operation of its Station using the Shared Channel, necessary for the operation of the Shared Channel, insurance, tax and regulatory compliance. All such information will be kept confidential by the receiving Party, except where such information is required to be provided to a federal, state or local governmental body.

(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 Station using or proposed to be using the Shared Channel, then it will 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. Without limiting the foregoing, each Party will provide the other with copies of any FCC notice of violation or notice of apparent liability received with respect to its Station.

(c) If either Party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of its assets or of the assets related to its 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 will 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.

7.3. Assignment. Neither Party may assign or sublease this Agreement, except that (i) this Agreement will be assigned by Sharer to any FCC-approved assignee or transferee of Sharer's Station (who will be required to assume this Agreement in a writing delivered to the Sharee), and (ii) this Agreement will be assigned by Sharee to any FCC-approved assignee or transferee of Sharee's Station (who will be required to assume this Agreement in a writing delivered to the Sharer). The terms of this Agreement will bind and inure to the benefit of the Parties' respective successors and any permitted assigns. No assignment will relieve any Party of any obligation or liability under this Agreement for failure to comply with this Agreement prior to any such assignment. Nothing in this Agreement expressed or implied is intended or will be construed to give any rights to any person or entity other than the Parties hereto and their successors and permitted assigns.

7.4. [redacted]

[redacted]

7.5. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Laws. If any court or governmental authority holds any provision of this Agreement invalid, illegal, or unenforceable under any applicable law, rule or regulation, then, so long as no Party is deprived of the benefits of this Agreement in any material respect, this Agreement will be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby, and the Parties will negotiate in good faith to amend this Agreement, if necessary and as appropriate, to accommodate any such ruling.

7.6. Notices. Any notice pursuant to this Agreement will be in writing and will be deemed delivered on the date of: (i) personal delivery, (ii) deposit with a nationally recognized overnight delivery service, or (iii) on the third day after mailing by certified or registered U.S. mail, and will be addressed to the Parties as designated as follows (or to such other address as any Party has designated to the other Party by delivery of written notice):

if to Sharee:

WVCY-TV 30
VCY America
3434 W Kilbourn Ave
Milwaukee, WI 53208
Attn: Jim Schneider, Executive Director

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

Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Attention: Wayne Johnsen
Email: wjohnsen@wileyrein.com

if to Sharer:

WITI Television, LLC
WITI License, LLC
c/o Tribune Broadcasting Company, LLC
435 N. Michigan Ave., 18th Floor
Chicago, IL 60611
Attn: Larry Wert, President

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

Tribune Media Company Law Department
435 N. Michigan Ave., 6th Floor
Chicago, IL 60611

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

7.8. Governing Law. The construction and performance of this Agreement will be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

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

7.10. Tax Matters. Each of Sharer and Sharee shall be solely responsible for the taxes such entity or its respective affiliates owes, or that become due and payable, in connection with the transactions contemplated by this Agreement, subject to applicable law. The parties shall cooperate with each other and work together in good faith to minimize the overall taxes due with respect to the transactions described in this Agreement consistent with applicable laws and regulations. In connection with such cooperation, the Parties shall give consideration to applicable IRS guidance, including the certain letters from the IRS dated July 3, 2014, entitled *Federal Tax Principles Applicable to the FCC's Proposed Broadcast Incentive Auction* and dated July 14, 2014, entitled *Federal Tax Principles Concerning Tax Exempt Organizations Applicable to the FCC's Proposed Broadcast Incentive Auction.* The parties further acknowledge and agree to treat any sharing of costs related to the transactions contemplated herein as cost sharing and not as creating a partnership among the parties for U.S. federal income tax purposes.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

SHAREE: VCY AMERICA, INC.

By: Randall C. Melchiorre
Name:
Title: President, VCY America

SHARER: WITI TELEVISION, LLC

By:_____
Name: Eddie Lazarus
Title: Secretary

WITI LICENSE, LLC

By:_____
Name: Eddie Lazarus
Title: Secretary

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

SHAREE: VCY AMERICA, INC.

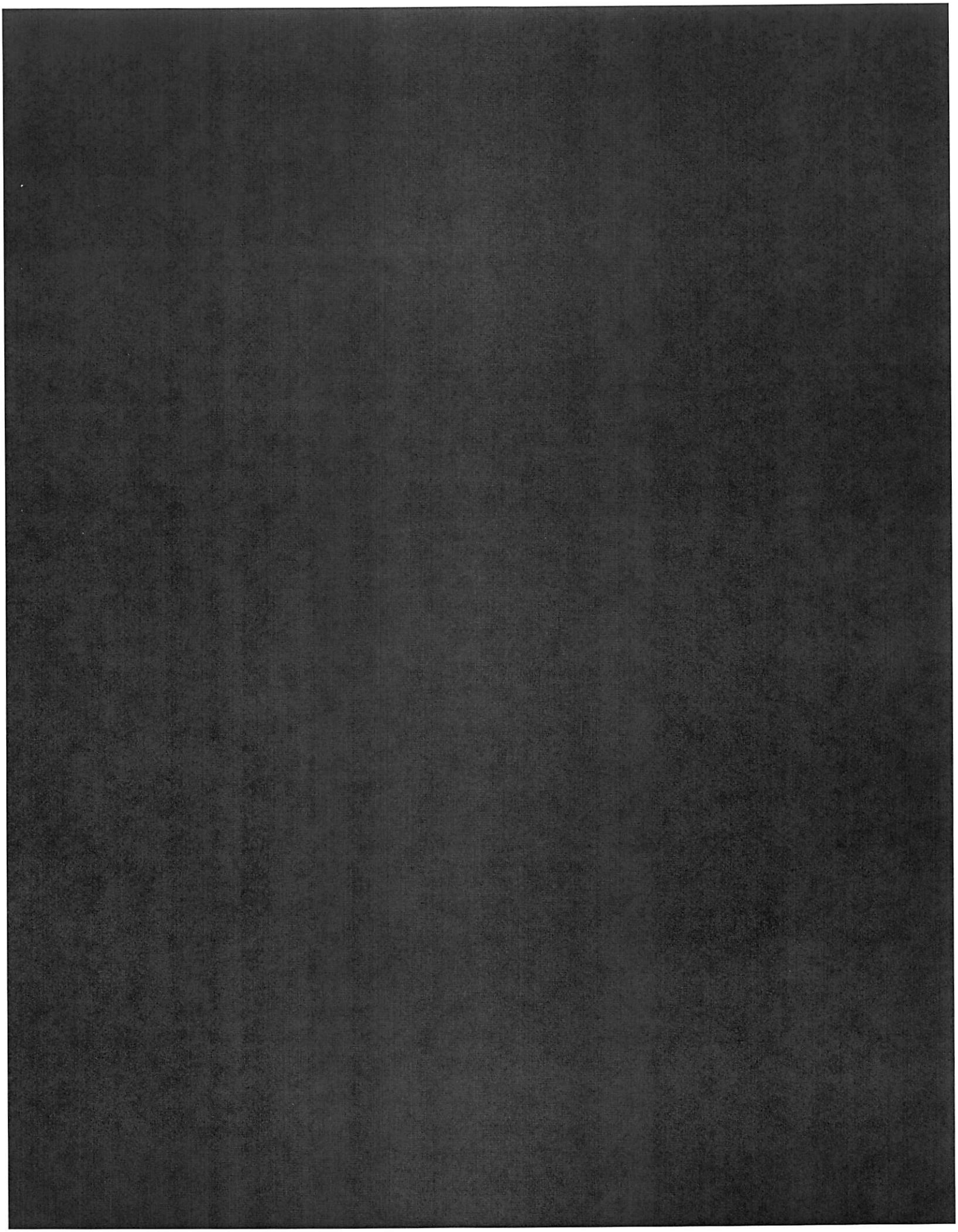
By:_____
Name:
Title:

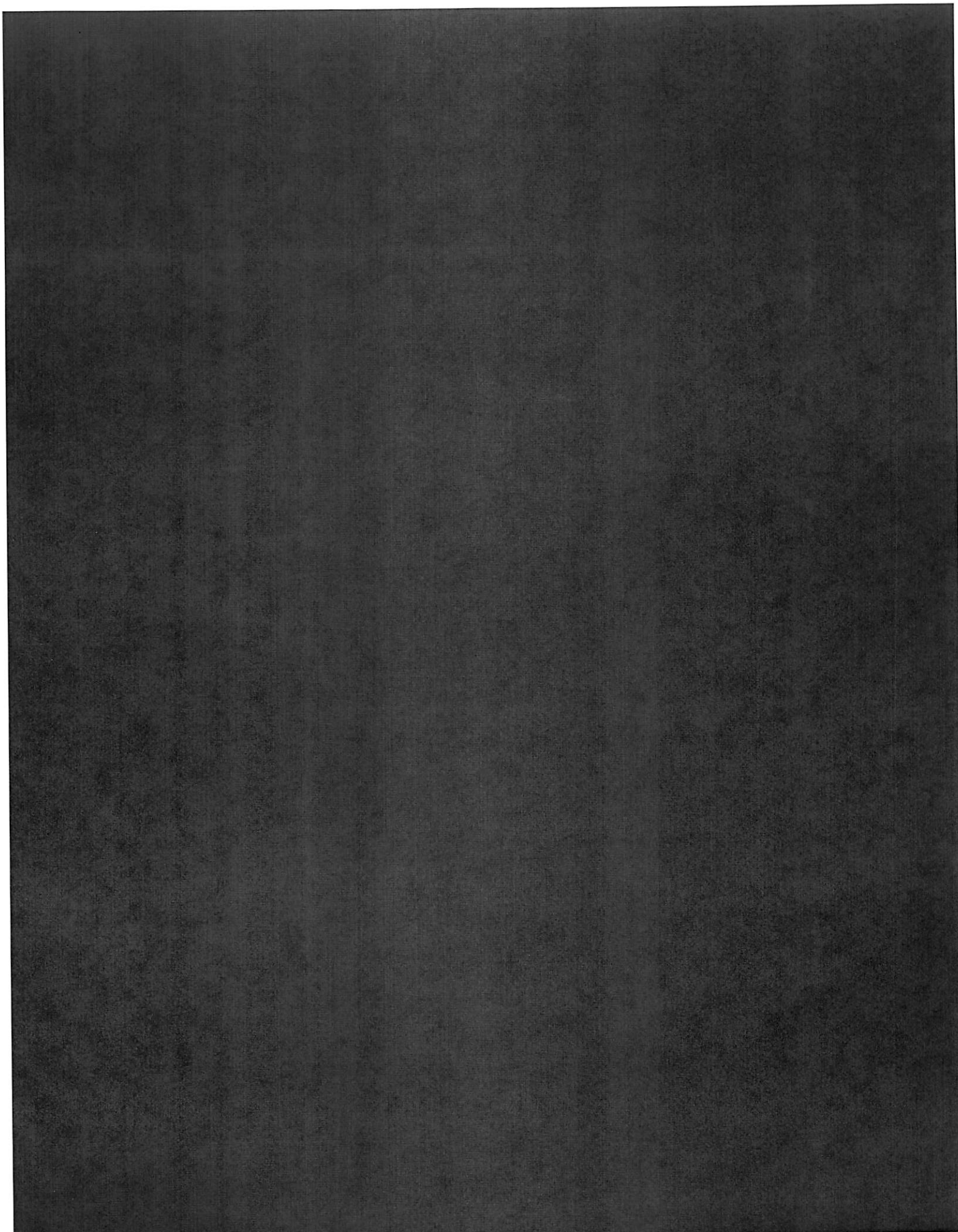
SHARER: WITI TELEVISION, LLC

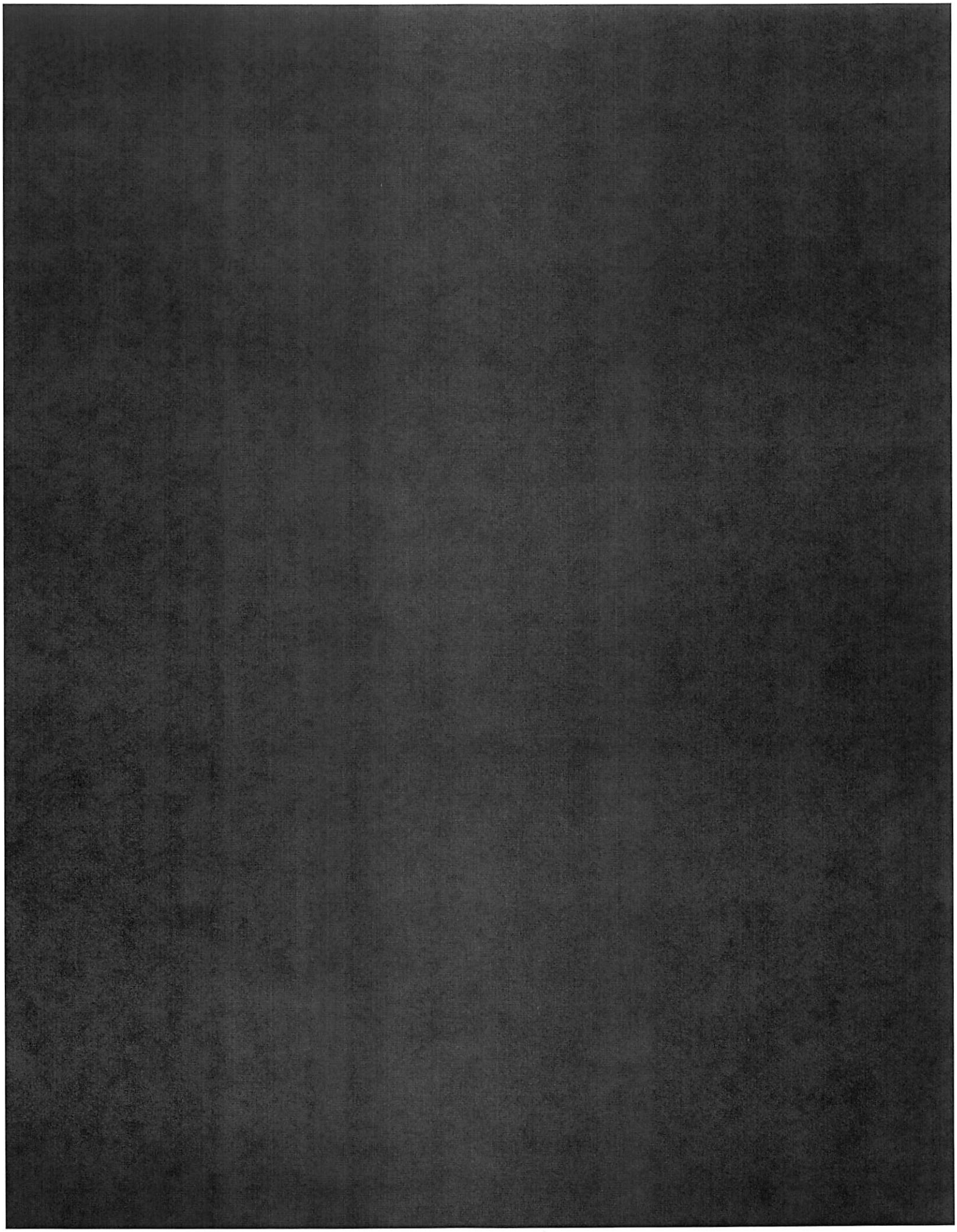
By:_____
Name: Eddie Lazarus
Title: Secretary

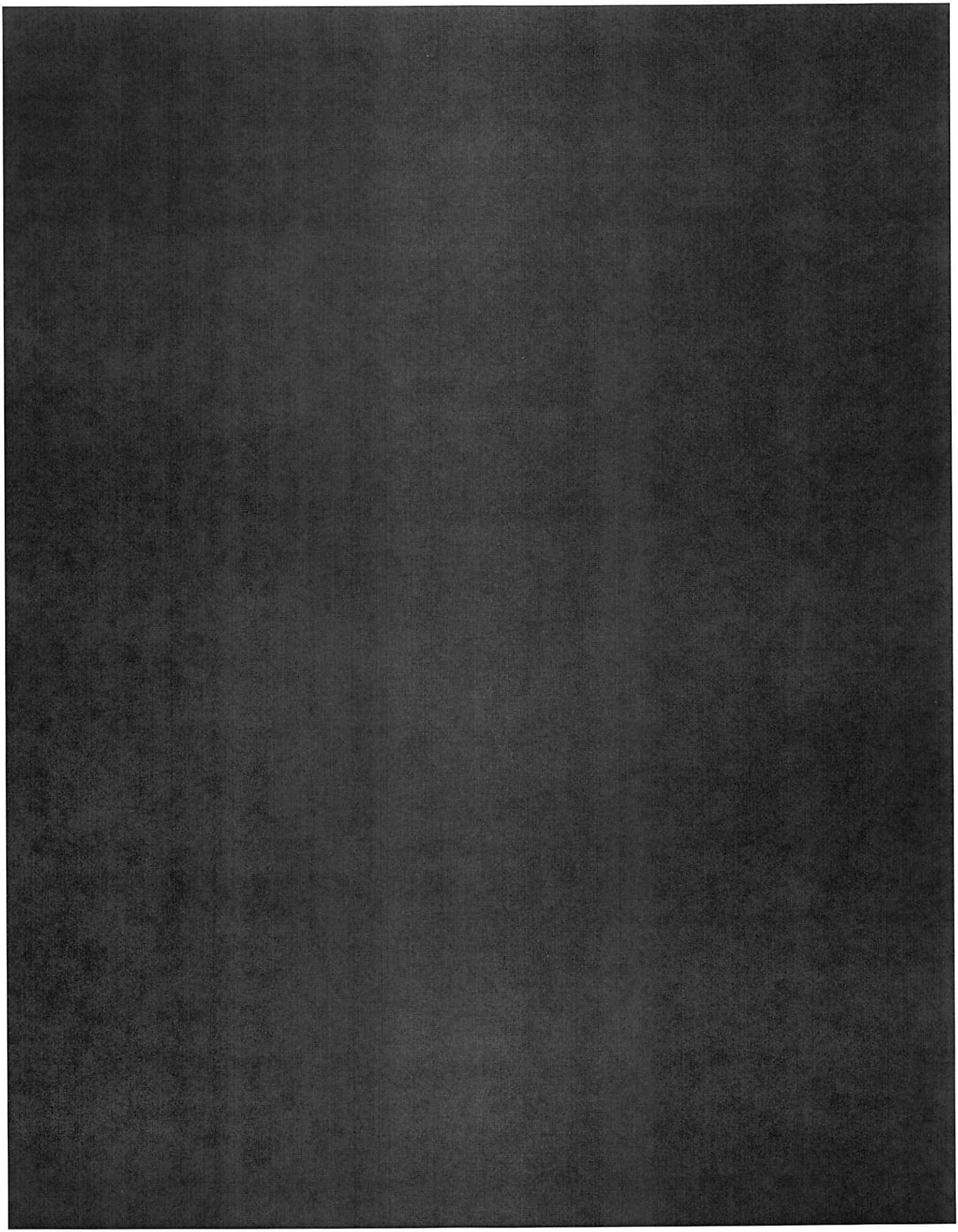
WITI LICENSE, LLC

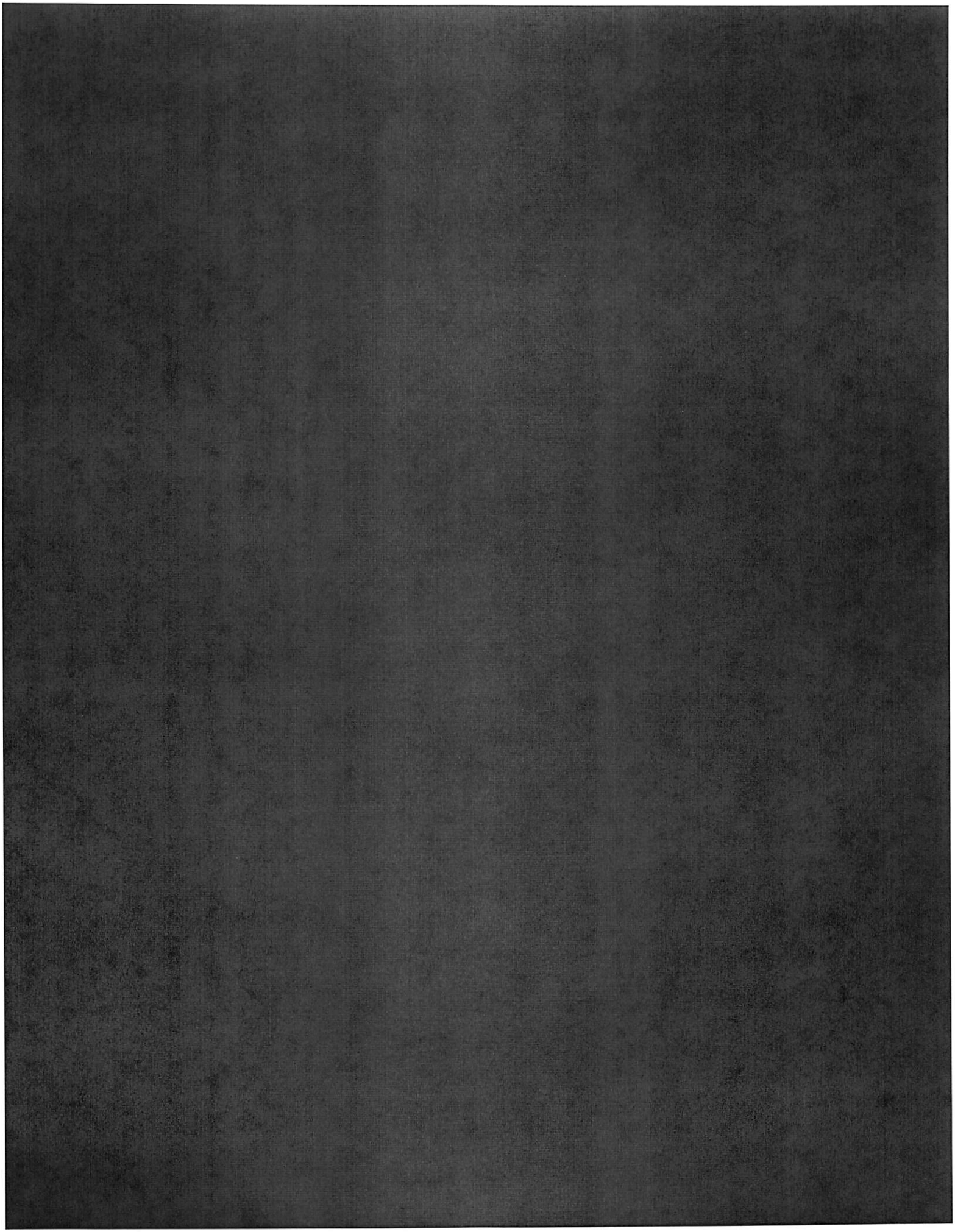
By:_____
Name: Eddie Lazarus
Title: Secretary

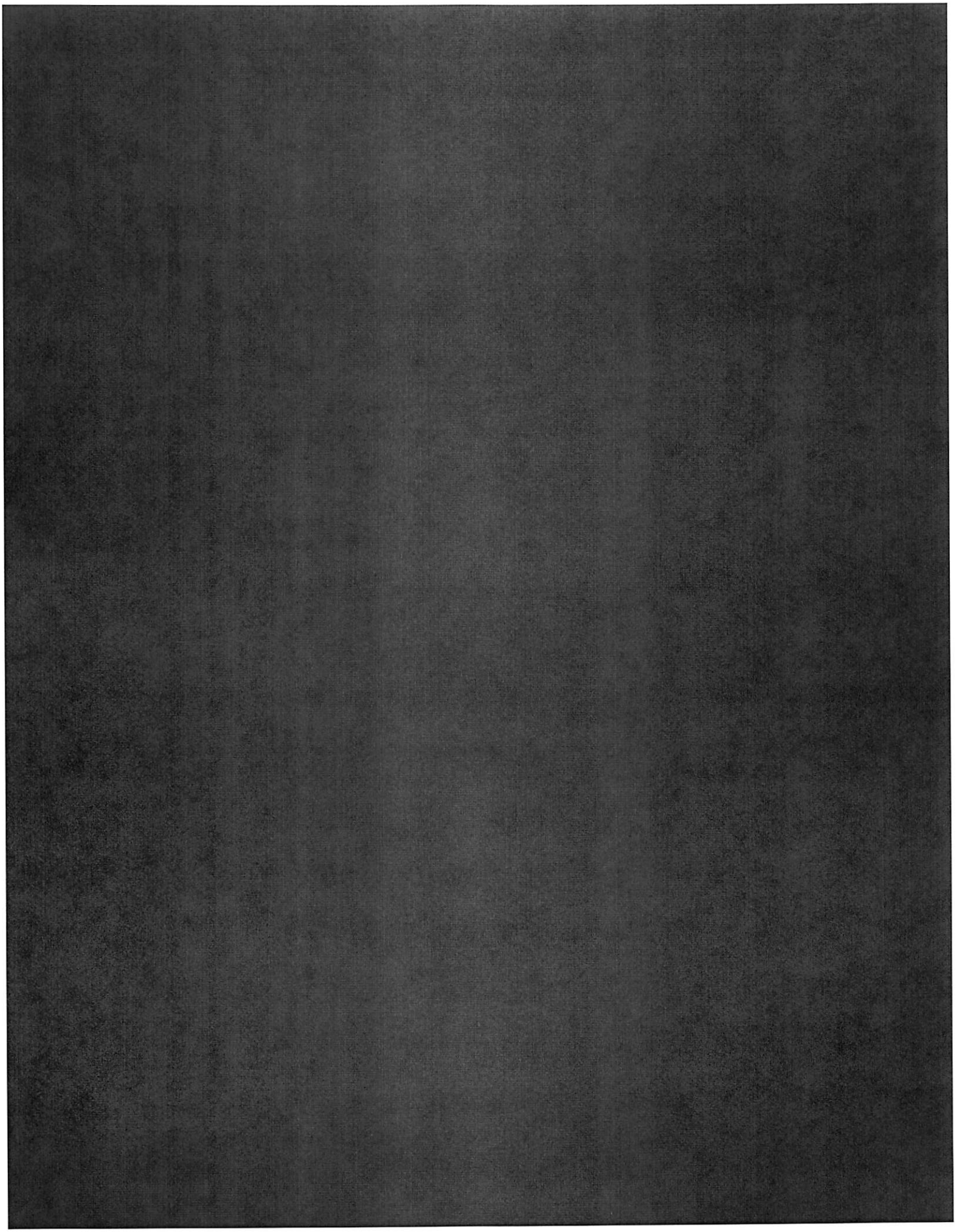












January 4, 2018

WITI Television, LLC
WITI License, LLC
c/o Tribune Broadcasting Company, LLC
303 E. Wacker Drive, 17th Floor
Chicago, IL 60601
Attn: Larry Wert, President

Re: Channel Sharing and Facilities Agreement dated January 11, 2016

Dear Mr. Wert:

Reference is made to that certain Channel Sharing and Facilities Agreement dated January 11, 2016 (the "CSA") between VCY America, Inc. ("VCY") and WITI License, LLC and WITI Television, LLC (collectively, "WITI").

WHEREAS, VCY and WITI mutually desire to amend the CSA as provided herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, VCY and WITI, intending to be legally bound, hereby agree as follows:

1. Section 2.1 of the CSA is hereby amended by adding the following sentence to the end of Section 2.1:

> "In the event this Agreement expires by its terms (including but not limited to Section 1.1(a)) or is terminated pursuant to (i) Section 5.1(a), (ii) Section 5.1(d), or (iii) Section 5.1(b) due to loss of Sharee's FCC authorization to operate (x) Sharee's Station or (y) on the Shared Channel, from and after any such termination, Sharer shall retain the exclusive right to use the Shared Channel, and Sharee shall have no further right to use the Shared Channel."

2. The second sentence of Section 5.4 of the CSA is hereby amended to include the last sentence of Section 2.1 (as modified herein) in the list of provisions that shall survive termination or expiration of the CSA.

3. Except as expressly amended herein, no term or condition of the CSA is modified or amended, and the CSA remains in full force and effect in accordance with its terms. No amendment or waiver of compliance with any provision hereof or consent pursuant to this amendment shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This amendment, along with the CSA, constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. The construction and performance of this amendment shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

[Signature Page Follows]

Sincerely,

VCY AMERICA, INC.

By: _____
Name: Jim Schneider
Title: Vice President of Communications

ACCEPTED AND AGREED:

WITI TELEVISION, LLC

By: _____

Name: _____

Title: _____

WITI LICENSE, LLC

By: _____

Name: _____

Title: _____

cc: Tribune Media Department
435 N. Michigan Ave., 6th Floor
Chicago, IL 60611

Sincerely,

VCY AMERICA, INC.

By: _____
Name: Jim Schneider
Title: Vice President of Communications

ACCEPTED AND AGREED:

WITI TELEVISION, LLC

By: _____
Name: Edward Lazarus
Title: Secretary

WITI LICENSE, LLC

By: _____
Name: Edward Lazarus
Title: Secretary

cc: Tribune Media Company – Law Department
303 E. Wacker Drive, 17th Floor
Chicago, IL 60601