

CHANNEL SHARING AGREEMENT

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

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

Schedule 2.1 - Capacity Allocation

Schedule 3.4 - Expenses

Shared Equipment List

CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “Agreement”) is made as of April 3, 2018 among COMMONWEALTH PUBLIC BROADCASTING CORPORATION, a Virginia corporation (“Sharer”) and WVPY, LLC, a Virginia limited liability company (collectively, “Sharee”).

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”):

WVPT(TV), Staunton, Virginia (FCC Facility ID #60111)

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

WVPY(TV), Front Royal, Virginia (FCC Facility ID No. 66378)

C. Sharee will relinquish the spectrum of Sharee’s Station, and Sharer and Sharee will share Sharer’s Station’s channel (the “Shared Channel”), which currently is licensed exclusively to Sharer, pursuant to licenses issued by the FCC to Sharer and Sharee.

D. Sharee and one of its affiliates have entered into a Combination Agreement dated as of November 10, 2017 with Sharer (the “Combination Agreement”), pursuant to which Sharer will acquire Sharee’s Station;

E. Sharer owns or operates certain assets, including the distributed transmission system transmitters, located at Elliott’s Knob, Augusta Springs, VA (pursuant to a special use permit issued by the U.S. Forest Service), Sounding Knob, Highland County, Monterey, VA (pursuant to a special use permit issued by the Virginia Games & Inland Fisheries), and Lewis Mountain, Charlottesville, VA (the “Transmitter Sites”), and all other equipment necessary for broadcasting Sharer’s Station and Sharee’s Station on the Shared Channel (the “Shared Equipment,” and together with the Transmitter Sites, the “Transmission Facilities”).

F. Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012) (“Incentive Auction”)) and channel sharing agreements, including without limitation the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 (the “Channel Sharing Order”), the Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the “Incentive Auction Order”), the First Order on Reconsideration and Notice of Proposed Rulemaking adopted in GN Docket No. 12-268, released June 12, 2015 (the “First Order”), the Second Order on Reconsideration adopted in GN Docket No. 12-268, released June 19, 2015 (the “Omnibus Order”), the Second Order on Reconsideration in GN Docket No. 12-268, adopted October 21, 2015 (the “Second

Order”), the Public Notices adopted in MB Docket No. 16-306 and GN Docket No. 12-268, released January 27, 2017 (the “Transition Public Notices”), the Report and Order adopted in GN Docket No. 12-268, MB Docket No. 03-185, and MB Docket No. 15-137, released on March 24, 2017 (the “Expanded Sharing Order”), the Public Notice adopted in AU Docket No. 14-252, GN Docket No. 12-268, WT Docket No. 12-269, and MB Docket No. 16-306, released on April 13, 2017 (the “Auction Closing Public Notice”), and the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (together with the Channel Sharing Order, the Incentive Auction Order, the First Order, the Omnibus Order, the Second Order, the Transition Public Notices, and the Expanded Sharing Order, and any other FCC orders or public notices relating to the Incentive Action and channel sharing, the “Channel Sharing Rules”) on the terms set forth in this Agreement.

Agreement

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

ARTICLE 1: COMMENCEMENT AND COMPENSATION

1.1. Term. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will continue in perpetuity, unless earlier terminated in accordance with this Agreement.

1.2. Commencement of Shared Operations. When reasonably determined by the parties within the time required under the Channel Sharing Rules, taking into account all available extensions (which the appropriate party shall request if reasonably necessary), and in no event prior to the consummation of the assignment of Sharee’s Station to Sharer, the parties shall cooperate to transition to the Shared Channel and the Transmission Facilities and make any modifications necessary for the shared use contemplated by this Agreement. Any out-of-pocket costs reasonably necessary to modify the Transmission Facilities for shared use under this Agreement shall be the responsibility of Sharer, but each party shall otherwise be responsible for its own transition costs, including any cost to move to or install equipment at the Transmitter Sites and any cost to discontinue duplicative transmission operations.

1.3. FCC Filings. Sharee shall promptly and timely file with the FCC and thereafter diligently prosecute a minor change application for a construction permit for Sharee’s Station in order to implement this Agreement (such application the “Shared Channel Application,” and such construction permit, the “Shared Channel CP”) and, if required, include with such Shared Channel Application a copy of this Agreement with appropriate redactions of confidential information. Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee’s preparation of such Shared Channel Application. Neither party shall take any action that would reasonably be expected to result in the dismissal of the Shared Channel Application without the prior written approval of the other party. The parties shall cooperate in good faith to prepare, submit, and prosecute any other applications with the FCC that may be necessary to implement the sharing arrangement contemplated by this

Agreement, including without limitation license applications for the Shared Channel and any necessary community of license change applications necessary for operation on the Shared Channel.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, upon commencement of the channel sharing contemplated by this Agreement, Sharer and Sharee shall share the 6 MHz Shared Channel (or 19.39 Megabits per second (“Mb/s”) as allocated under the current ATSC 1.0 system) as set forth in the Capacity Allocation attached hereto as *Schedule 2.1*, which may be modified from time to time by mutual written agreement of the parties in a manner 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 Standard Definition over-the-air program stream at all times.

2.2. Encoding. Sharer and Sharee may implement a single common encoding pool.

2.3. Changes to Allocation. In the event the ATSC standard is modified such that a 6 MHz channel supports more or less than the 19.39 Mb/s of data capacity currently supported, the parties shall continue to allocate bandwidth capacity in accordance with the then-current Capacity Allocation.

2.4. 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 any costs to implement such modulation or technical changes on a proportional basis in accordance with the then-current Capacity Allocation. 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 then-current Capacity Allocation.

(b) Single Station Upgrades. Nothing in this Agreement is intended to prohibit any party from implementing new transmission systems or new technical standards for its station using the Shared Channel, unless any such new system or standard could reasonably be expected to adversely affect the other party’s station or the Shared Channel or require the other party to make a material change in its operations, in which event such other party’s consent (not to be unreasonably withheld, delayed or conditioned) shall be required prior to implementing such new system or standard.

(c) New Transmission Technologies. The parties shall agree on if and when 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”) for the Shared Channel. Any budget and timeline for implementing the ATSC 3.0 Upgrade shall comply with applicable FCC rules and regulations and meet generally accepted industry standards. Sharee shall reimburse

Sharer for its pro rata share of costs associated with the ATSC 3.0 Upgrade in the same proportion as the then-current Capacity Allocation.

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

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

2.7. FCC Licenses.

(a) Authorizations. Each party shall maintain all main station FCC licenses necessary for its operations on its station in full force and effect during the Term, subject to the Channel Sharing Rules and Section 5.1(b) of this Agreement. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party.

(b) Compliance with Law. Each party shall comply with this Agreement, the Channel Sharing Rules, and with all other FCC and other applicable laws with respect to its ownership and operation of its station subject to this Agreement and its use of the Shared Channel. Without limiting the foregoing, the parties affirm that this Agreement complies with 47 C.F.R. § 73.3700(h)(5). In the event that the FCC adopts changes to the Channel Sharing Rules, the parties will undertake good faith negotiations to amend this Agreement in order to comply with such changes to the Channel Sharing Rules.

(c) Control. Consistent with FCC rules, each party shall control, supervise and direct the day-to-day operation of its station subject to this Agreement (including its employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. If at any time affiliated entities do not own both Sharer's Station and Sharee's Station, then neither party shall use the call letters of the other's television station in any medium, except in correspondence with the FCC related to the performance of this Agreement.

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

ARTICLE 3: OPERATIONS

3.1. Transmission Facilities.

(a) Transmitter Site. Sharer shall provide Sharee with access to the Transmission Facilities twenty-four (24) hours a day, seven (7) days a week.

(b) Shared Equipment. A list of material items of Shared Equipment as of the date of this Agreement has been prepared and separately agreed to by the parties, and such list may be updated by the parties. The Shared Equipment shall include any replacements of such items or additions thereto as mutually agreed by the parties from time to time in accordance with this Agreement. Title to all Shared Equipment shall remain with Sharer. The shared use under this Agreement does not constitute a conveyance of title.

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

3.2. Interference. Neither party shall make any changes or installations at the Transmitter Sites or enter into any third-party arrangement that could reasonably be expected to impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and take commercially reasonable steps to correct such interference in all material respects as promptly as possible.

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

3.4. Expenses. The reasonable and customary out-of-pocket expenses of operating the Shared Channel and the Transmission Facilities shall be shared by the parties pro rata in the same proportion as the then-current Capacity Allocation, unless otherwise allocated on *Schedule 3.4*, including without limitation: costs and pass-through expenses under the special use permits, utility, engineering, maintenance, property insurance and property tax expenses applicable to the Transmission Facilities.

ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement, (ii) failure to comply with the covenants and

obligations to be performed by it under this Agreement and (iii) its use of the Transmission Facilities or the Shared Channel. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

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

4.3. Liability. 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. Neither party shall have any obligation or liability with respect to the other party's station, except as may be otherwise set forth in this Agreement with respect to certain shared expenses.

ARTICLE 5: TERMINATION AND REMEDIES

5.1. Termination.

(a) Breach. Either party may terminate this Agreement by written notice to the other party in the event of a material breach of or default under this Agreement which is not cured within six (6) months after written notice of such breach or default. For purposes of this Agreement, a material breach or default under this Agreement shall be defined as a breach of a material obligation of a party under this Agreement that (i) results in a fundamental impairment of a party's ability to broadcast its programming on the Shared Channel, (ii) is a breach of a payment obligation that represents or results in a loss that is material in nature relative to the value of performance of payment obligations by the breaching party during the trailing one (1)-year period or (iii) results in material damage to the Transmission Facilities or other material transmission equipment or facilities of the other party.

(b) Loss of License. Either party may elect to surrender its FCC license at any time and terminate this Agreement; provided, however, that any owner or holder of any interest in the Transmission Facilities who makes such election shall provide the other party a reasonable opportunity to acquire such interest on fair market terms reasonably prior to any such termination. If a party's FCC license to use the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed, or otherwise terminated for any reason, then simultaneously therewith all spectrum usage rights for the full 6 MHz Shared Channel shall revert to the other party and this Agreement shall terminate. The parties shall make and prosecute such FCC filings and take such further actions as applicable and

as may be reasonably necessary for the remaining licensed party to assume (and thereafter be the sole holder of) the Shared Channel and convert its FCC license to non-shared status.

(c) Automatic Termination. This Agreement shall automatically terminate without further action by the parties (a) upon the termination of the Combination Agreement with respect to Sharee's Station or (b) if the Shared Use Term does not commence by July 23, 2018, or such earlier deadline imposed by the FCC for Sharee's Station to discontinue operations on its existing channel.

(d) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4, Section 5.1(b), Section 5.1(e), Section 6.1, Section 6.7, and Section 3.4 (and *Schedule 3.4*) and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

(e) Effect of Termination. In the event this Agreement is terminated for any reason, upon the effective date of such termination, Sharee shall have no further right to use the Shared Channel, and Sharer shall be entitled to use the bandwidth previously allocated to Sharee's Station.

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

5.3. 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: MISCELLAENOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their respective businesses and properties that is disclosed in connection with the performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each party represents and warrants to the other 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 Sites are located, (iii) it has duly authorized 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.

6.3. Assignment. Except for each party's right to enter into additional channel sharing agreements within its allocated capacity pursuant to Section 2.5, neither party may assign, sublease or delegate this Agreement without the other party's consent; provided, that Sharee shall assign its rights and obligations under this Agreement to Sharer upon consummation of the Combination Agreement with respect to Sharee's Station. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. No assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

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

6.5. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed 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: COMMONWEALTH PUBLIC BROADCASTING CORP.
23 Sesame Street
Richmond, VA 23235
Attention: Curtis Monk
E-mail: cmonk@ideastations.org

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

Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Attention: Jessica Rosenthal and Ari Meltzer
Email: JRosenthal@wileyrein.com and ameltzer@wileyrein.com

if to Sharee:

WVPY, LLC
847 Martin Luther King Jr. Way
Harrisonburg, Virginia 22801
Attention: Stephen Davis
Email: stephencdavis@gmail.com

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

Covington & Burling LLP
One CityCenter
850 Tenth Street, NW
Washington, DC 20001-4956
Attention: Mace Rosenstein
Email: mrosenstein@cov.com

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

6.7. Miscellaneous. This Agreement may not be amended except in a writing executed by all 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. Neither party shall be authorized to act as an agent of or otherwise to represent the other party to this Agreement. Each party 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. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. Neither party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may be executed in separate counterparts.

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[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

SHARER:

COMMONWEALTH PUBLIC BROADCASTING
CORPORATION

By: A. Curtis Monk
Name: A. Curtis Monk
Title: President & CEO

SHAREE:

WVPY, LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

SHARER:

COMMONWEALTH PUBLIC BROADCASTING
CORPORATION

By: _____

Name:

Title:

SHAREE:

WVPY, LLC

By: _____

Name: Stephen Davis

Title: Board Chair