

CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “Agreement”) is made as of March 15, 2018 (the “Effective Date”) among Nexstar Broadcasting, Inc. (“Sharer”) and Trinity Broadcasting of Indiana, Inc. (“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”):

WDTN, Dayton, Ohio (FCC Facility ID #65690).

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:

WKOI-TV, Richmond, Indiana (FCC Facility ID #67869).

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

D. Sharer owns the transmitter site, located at Latitude 039-43-07 Longitude 0084-15-22 (as it may change from time to time, the “Transmitter Site”), which Transmitter Site is leased by Sharer pursuant to the American Tower Lease, dated July 28, 2000, by and between American Tower L.P. and Sharer, as successor in interest to ACME Television of Ohio, LLC (as modified, amended, or replaced from time to time, the “Transmission Facilities Lease”), and other equipment necessary for channel sharing that will be used by Sharer and Sharee in the operation of their respective stations broadcasting on the Shared Channel (as modified or replaced from time to time, the “Shared Equipment,” and together with the Transmitter Site, the “Transmission Facilities”).

E. Sharer and Sharee desire to enter into an agreement that is in accordance with the Communications Act of 1934, the Telecommunications Act of 1996, and the rules and written policies of the FCC promulgated thereunder, (collectively, the “Communications Laws”), 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 Auction 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

1.1. Term. The term of this Agreement will begin on the Dayton Commencement Date (as defined in Section 1.2) and will continue until 11:59 p.m. on October 31, 2019 (the “Initial Term”), unless earlier terminated in accordance with this Agreement. Provided Sharee is not in breach of this Agreement beyond any applicable notice and cure period, the Term of this Agreement may be extended for one year (the “Renewal Term, and collectively with the Initial Term, the “Term”). Sharee must notify Sharer of its election to renew the Term for the Renewal Term at least 120 days prior to the expiration of the Initial Term. Sharer will notify Sharee at least 90 days prior to the expiration of the Initial Term if Sharer agrees to the Renewal Term. In the event that Sharer does not notify Sharee of its election at least 90 days prior to the expiration of the Initial Term, this Agreement will be deemed to terminate and expire at the conclusion of the Initial Term. This Agreement may renew for successive periods of one (1) year each, pursuant to the renewal notification process set forth in this Section 1.1.

1.2. Commencement of Shared Operations. The parties shall cooperate to transition Sharee’s Station to operations on the Shared Channel and the Transmission Facilities on a mutually agreeable date determined by the parties, pursuant to the terms and subject to the conditions of *Schedule 1.2* (the “Dayton Commencement Date”); *provided* that in no event shall the Dayton Commencement Date be designated by the parties as a date which is prior to the (i) FCC approval of this Agreement and issuance of the Dayton CP (as defined in Section 1.3) and (ii) completion of the 30-day period required to notify viewers and MVPDs (as described in Section 1.3).

1.3. FCC Matters.

(a) Within ninety (90) business days after the date of this Agreement, Sharee shall 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 (the "Dayton CP") (and, if required, include with such 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 application (or the covering license application). Neither party shall take any action that would reasonably be expected to result in the dismissal of the FCC application for the Dayton CP (or the covering license application). All costs associated with the minor change application and Sharee's covering license application shall be paid by Sharee. 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.

(b) After grant of the Dayton CP, the parties, at Sharee's expense, shall timely make any necessary modifications to the Transmission Facilities to comply with the Dayton CP. Sharee shall timely transmit the required notices to viewers and MVPDs thirty (30) days prior to the Dayton Commencement Date. Within two (2) business days after the Dayton Commencement Date, Sharee shall file with the FCC and thereafter diligently prosecute a license application to cover the Dayton CP.

1.4 Consideration. In consideration of the rights and responsibilities described in this Agreement, Sharer and Sharee agree as set forth on *Schedule 1.4*.

1.5. Actions Prior to Commencement of Sharing.

(a) Sharee Access. From the date of this Agreement until the Dayton Commencement Date, Sharer shall give Sharee reasonable access, during normal business hours, on reasonable prior notice to Sharer, to the Transmission Facilities for the sole purpose of implementing the channel sharing contemplated by this Agreement, so long as such access does not unreasonably interfere with Sharer's business, operations, broadcasts or facilities.

(b) Shared Operating Plan. From the date of this Agreement until the Dayton Commencement Date, the parties shall confer in good faith for the purpose of developing a plan to address technical planning considerations and ongoing operational matters of the Shared Channel, including technical discussions to coordinate the transition of Sharee's Station's existing operations to the Shared Channel and appropriate pre-commencement testing for shared operations.

1.6. Conversion to Multicast

(a) Grant. Sharer hereby gives, grants, and delivers to Sharee, and its successors and assigns, the sole and exclusive right and election, on the terms and conditions hereinafter set forth to cause the parties to enter into the Multicast Channel Programming

Agreement with respect to Sharer's Station (the "Multicast Agreement"), substantially in the form of *Exhibit A* (the "Multicast Right").

(b) Exercise. Sharee may exercise the Multicast Right at any time during the Term of this Agreement following the ION Consummation Date, which exercise shall be effective upon delivery of written notice thereof (the "Exercise Notice"). Upon exercise of the Multicast Right, Sharer and Sharee shall be obligated to enter into the Multicast Agreement, to be executed and delivered pursuant to the terms and subject to the conditions of Section 1.6(c), below.

(c) Multicast Agreement Exchange. Upon, and not more than five (5) business days following delivery of the Exercise Notice, the parties shall deliver to one another an executed Multicast Agreement (the "Multicast Agreement Exchange"), effective as of a date that is designated in writing by Sharee in such Exercise Notice that is no less than ninety (90) days from the date of the Exercise Notice (the "Multicast Effective Date").

(d) Termination. In the event that the parties effect a Multicast Agreement Exchange, this Agreement shall terminate as of the Multicast Effective Date; provided, for the avoidance of doubt, that any obligation or liability that has accrued prior to the Multicast Effective Date shall survive termination of this Agreement.

(e) Reversion Rights. In the event that this Agreement shall be terminated pursuant to Section 1.6(d), the spectrum usage rights with respect to the FCC license of Sharee's Station shall revert to Sharer, and Sharer may file an application with the FCC to change its FCC license to non-shared status, or, at its sole discretion, elect to channel share with another party.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, from and after the Dayton Commencement Date, 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) in accordance with the allocation set forth on *Schedule 2.1*. Sharer and Sharee may change the allocation of bandwidth set forth on *Schedule 2.1* at any time as they may mutually agree in writing, provided that any allocation shall comply with the FCC's requirements and, 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. In the event this Agreement expires by its terms or is terminated pursuant to Section 5.1, 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.

2.2. Encoding. In order to take advantage of a Stat Mux pool, Sharer and Sharee may implement a single, redundant common encoding pool. From and after the Dayton Commencement Date, each of Sharer and Sharee shall have the right to monitor in real time and audit the Shared Channel's encoding system to ensure compliance with Section 2.1 and *Schedule 2.1*. Each of Sharer and Sharee shall make all records of such encoding available to the other upon written request during normal business hours.

2.3. 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; *provided*, for the avoidance of doubt, that in all events Sharee shall have the right to enter into a local marketing agreement, time brokerage agreement, or similar third-party programming arrangement with a "Permitted Party" (as defined on *Schedule 2.3* hereof) with respect to Sharee's Station. Sharee shall be solely responsible for any capital expenditures incurred with respect to any and all modifications to the Transmission Facilities that are necessary for the operation of Sharee Station on Sharer's Station, consistent with good engineering practices (the "Additional Transmission Costs"); *provided* that in no event shall the total aggregate amount of Additional Transmission Costs exceed an amount equal to One Hundred Thousand Dollars (\$100,000) (the "Additional Transmission Costs Cap"). Neither party shall take any action that interferes with the other's use of capacity on the Shared Channel or the Transmission Facilities. Sharer 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 Sharee's station, the Shared Channel or Sharee's rights under this Agreement. Sharee acknowledges that Sharer has informed Sharee that Sharer is entering into a channel sharing agreement with television station WBDT, and agrees that such channel sharing agreement is permissible pursuant to the terms hereof.

2.4. 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 Site 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 Sharee's content as required to statistically multiplex together the parties' content streams using the parameters set forth in this Agreement.

2.5 FCC Licenses.

(a) Authorizations. Each party shall maintain all main station broadcast licenses issued by the FCC necessary for its operations on its station in full force and effect during the Term. Except as set forth in in 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 communications laws, the Channel Sharing Rules, and all other applicable laws with respect to its ownership and operation of its station subject to this Agreement and its use of the Shared Channel. 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. Sharer shall be solely responsible for all content it transmits on the Shared Channel, and Sharee shall be solely responsible for all content it transmits on the Shared Channel.

(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. 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. Without limiting the generality of the foregoing, nothing in this Agreement is intended, nor shall be construed, to establish a joint sales relationship between the parties and in no event shall either party have the right to conduct advertising sales on behalf of the other or to hold itself out as the agent of the other party for such sales.

(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.

(e) FCC Fees. Each of Sharer and 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. Each of Sharer and Sharee shall be responsible for its percentage of Capacity Allocation of any joint fees, if any, assessed by the FCC on the Shared Channel. For purposes of clarity, 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. If Sharer pays the joint fees imposed on the Shared Channel, Sharee shall reimburse Sharer within thirty (30) days after invoice for its share of the joint fees imposed on the Shared Channel. Failure to timely pay all fees due and payable to the FCC in respect of each party's station shall be considered a material breach hereunder.

2.7. Must-Carry and Retransmission Consent. Each party shall be solely responsible for exercising must-carry or retransmission consent rights (or any other right of distribution) for its respective station, and neither party 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. If a party electing must-carry rights becomes subject to a "market modification" or similar petition filed by any MVPD with respect to carriage of its station subject to this Agreement, it shall, within five (5) business days of receipt, notify the other party and provide a copy of such petition.

ARTICLE 3: OPERATIONS

3.1. Transmission Facilities.

(a) Transmitter Site. Subject to the Transmission Facilities Lease, Sharer shall provide Sharee with access to the Transmission Facilities twenty-four (24) hours a day, seven (7) days a week, including a right to ensure ongoing broadcast operations in the ordinary course consistent with past practices of Sharer's Station and good engineering practices customary in the television broadcast industry. Sharee shall not take any action that disrupts or impairs Sharer's use of the Transmission Facilities. Sharee shall not permit to exist any lien, claim or encumbrance upon the Transmission Facilities.

(b) Transmission Facilities Lease.

(i) Sharer will use commercially reasonable efforts, prior to the Dayton Commencement Date, to obtain and deliver to Sharee an estoppel certificate or similar written instrument executed by the landlord under the Transmission Facilities Lease confirming Sharee's right to access the Transmitter Site, the term of such lease and that there are no defaults thereunder.

(ii) During the Term, Sharer shall maintain the Transmission Facilities Lease in full force and effect, not default under such lease, enforce its rights and remedies under such lease and promptly provide Sharee with copies of all notices given or received under or amendments to such lease.

(iii) Sharee will (A) comply with all obligations under the Transmission Facilities Lease to the extent such obligations can be interpreted to apply to Sharee and (B) not take any action that would cause Sharer to be in breach of or default under the Transmission Facilities Lease, in each case, pursuant to the terms and subject to the conditions as set forth in the copy of the Transmission Facilities Lease provided to Sharee.

(c) 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 upon mutual written agreement. Sharee shall not be entitled to use any of Sharer's equipment that is not Shared Equipment. 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 items comprising the Shared Equipment shall remain with Sharer. The shared use under this Agreement does not constitute a conveyance of title. Sharee may use the Shared Equipment only in accordance with good engineering practices and only in the operation of Sharee's Station and for no other purpose. Sharer shall maintain the Transmission Facilities consistent with good engineering practices and shall determine, in its reasonable good faith discretion, any ordinary course maintenance and repairs, non-ordinary course capital expenditures, upgrades or replacements necessary or desirable with respect to the Transmission Facilities.

(d) Exclusive Equipment. Subject to any restrictions imposed by the Transmission Facilities Lease, 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 Site in accordance with past practice. Title to all such equipment solely owned by a party shall remain with such party. Sharee, at its own expense, will be required to timely remove any and all Sharee owned equipment upon termination of this Agreement.

(e) Operations. Sharee shall not permit to exist any lien, claim or encumbrance on the Transmission Facilities, except with respect to transmission equipment owned separately by Sharee and that it is not part of the Shared Equipment. Each of Sharer and Sharee shall:

(i) not interfere with the business and operation of the other's television station or the other's use of such facilities;

(ii) use the Transmission Facilities only for the operation of its television station in the ordinary course of business, including any purpose permitted under the terms of its station's FCC authorizations and the Communications Laws;

(iii) maintain, at its own expense, sufficient insurance with respect to its use of the Transmission Facilities and operations from the Transmission Facilities during the Term and name the other broadcaster as an additional insured under such policies; and

(iv) comply in all material respects with all laws applicable to its operations relating to the Transmission Facilities.

(f) Technical Changes.

(i) Mandatory Changes.

(A) Sharer has submitted a minor modification application to the FCC (as such application may be amended from time to time, the "Channel Change Application") to change the frequency of the Shared Channel from channel 50 to channel 31 ("Channel Change"). Sharee acknowledges that Sharer is required by the FCC to implement the Channel Change during phase 6 of the FCC's post auction repacking schedule and Sharee agrees to cooperate fully with respect to all actions necessary to timely complete the Channel Change, provided, Sharer will be solely responsible for all costs associated with the Channel Change.

(B) 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. 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 *Schedule 2.1*.

(ii) ATSC 3.0.

(A) Sharer, in its sole discretion, shall determine 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 be determined by Sharer in its sole discretion, and shall comply with applicable FCC rules and regulations and meet generally accepted industry standards. Sharer shall be solely responsible for the costs of any such upgrading.

(B) Each party shall have the right to enter into a transitional channel sharing arrangement pursuant to which Sharer's Station or Sharee's Station, as applicable, would simulcast its signal via an ATSC 1.0 programming stream on the spectrum allocated to another station in the Dayton, Ohio Designated Market Area (the "Market") to preserve continued access to its signal using the ATSC 1.0 standard (a "Transitional CSA").

(C) Sharer shall notify Sharee no fewer than six (6) months prior to the implementation of the ATSC 3.0 Upgrade (the “New Modulation Notice”) and Sharee may, in its sole discretion either (x) enter into a Transitional CSA with any station in the Market to broadcast the Sharee’s Station 1.0 Simulcast; (y) terminate this Agreement upon thirty (30) days prior written notice to Sharer, which may be provided at any time after the delivery of the New Modulation Notice and prior to the ATSC 3.0 Upgrade, or (z) elect to continue this Agreement without a Transitional CSA (to the extent permitted under the Communications Laws.

(iii) Other Upgrades. In addition to the ATSC 3.0 Upgrade, Sharer, in its sole discretion, may at any time implement any new transmission systems or new technical standards for Sharer’s Station or the Shared Channel at Sharer’s sole cost. Sharee may not implement any new transmission systems or new technical standards for Sharee’s Station or the Shared Channel without Sharer’s prior written consent.

(g) Interruptions. If the Transmission Facilities suffer an unexpected failure such that a party must temporarily cease broadcasting or operate at reduced power levels, Sharer shall use commercially reasonable efforts, consistent with good engineering practices, to repair the Transmission Facilities to return the Shared Channel to operations at full authorized power as promptly as practicable. In addition, in the event of planned repairs to the Transmission Facilities, Sharer and Sharee shall coordinate such repairs (and any related downtime), including by providing advance notice of such repairs to the extent reasonably practicable. If necessary, the non-requesting party shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site; provided that the requesting party shall take all reasonable steps to minimize the amount of time the non-requesting party shall operate with reduced facilities and that the requesting party shall take all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time convenient to the non-requesting party, between the hours of midnight and 5 a.m. if practicable. Except as may be required in the event of an emergency, neither party shall have the right to temporarily reduce or suspend the broadcast service of the other party without the prior consent of such other party (which consent shall not be unreasonably withheld, conditioned or delayed) if such temporary reduction or suspension requires prior approval of the FCC.

(h) Sharee Self-Help. Without limiting its general access rights to the Transmission Facilities, in the event of a material breach by Sharer of its repair obligations with respect to the Transmission Facilities and failure to cure (upon reasonable notice thereof) by Sharer, Sharee shall have the right to undertake itself any necessary maintenance or repairs, and Sharer shall promptly (and in any event within thirty (30) days after invoice) reimburse Sharee an amount equal to the total reasonable and customary, documented out-of-pocket expenses incurred by Sharee; provided that such maintenance or repair shall be undertaken by appropriately experienced individuals (determined in Sharee’s good faith and reasonable discretion) and in a manner consistent with good engineering practices.

(i) Contractors. All contractors and subcontractors of Sharer and Sharee who perform any service for the Sharer or Sharee at the Transmitter Site shall hold such licenses and authorizations as appropriate and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in Ohio. Sharer shall have the right

to approve any contractor engaged by Sharee prior to such contractor's access to the Transmission Facilities, which approval shall not be unreasonably withheld or delayed.

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

3.2. Interference. Neither Sharer nor Sharee shall modify its respective operations or installations at the Transmitter Site 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, broadcast operations, video quality or use of the Shared Channel. The parties shall use commercially reasonable efforts to avoid interference between their respective operations and shall promptly resolve any interference that may arise in connection with such operation. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and the party so notified shall take all commercially reasonable steps to correct such interference in all material respects as promptly as practicable.

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.

(a) Operating Costs. The expenses of operating the Shared Channel and the Transmission Facilities shall be paid by Sharer. Except as otherwise set forth in this Agreement, Sharee shall have no responsibility for any operating expenses, capital expenditures or costs to purchase or lease equipment with respect to the Shared Channel or the Transmission Facilities.

(f) Sole Costs of Each Party. Each of Sharer and Sharee shall be solely responsible for (i) costs for any necessary link between its station's studio site and the site in the Market from which Sharer's Station transports its signal to the Transmitter Site for broadcast on the Shared Channel, (ii) all expenses related to any equipment solely owned by it and located at the Transmitter Site, (iii) all of its expenses not related to the Transmission Facilities, and (iv), except as expressly provided for elsewhere within this Agreement, all expenses incident to the preparation and performance of this Agreement, including all fees and expenses of their respective counsel. Sharee shall be responsible for the costs of delivering its signal to the Transmitter Site.

3.5. Regulatory Obligations.

(a) Individual Regulatory Obligations. Each party shall use commercially reasonable efforts to ensure ongoing operations of Sharer's Station and Sharee's Station, as applicable, consistent with good engineering practices and in a manner compliant with the Communications Laws. Such commercially reasonable efforts shall include, at minimum, prompt notice to the other party of material communications to and from the FCC that may relate to a station's operations and frequent coordination to minimize any necessary disruptions to operations that may affect both stations.

(g) FCC Conditions. If the FCC imposes a condition on the approval, performance or terms and conditions of this Agreement or any of the FCC applications filed pursuant to this Agreement that (i) has the effect of materially increasing the cost of performance by a party of its obligations under this Agreement or (ii) that cancels, changes or supersedes any material term or provision of this Agreement (collectively, a "Regulatory Condition"), then the parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent, and purpose of this Agreement and as may be necessary to comply with such Regulatory Condition, while maintaining to the greatest extent possible the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition, provided that no party shall be required to agree to any amendment that would deprive that party of a material benefit of this Agreement.

3.6. Representations and Warranties.

(a) Organizational Matters. Each party hereto represents and warrants to the other party hereto that: (i) it is a corporation, limited liability company or general partnership (as applicable) duly organized and validly existing under the laws of its place of organization, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state of Ohio, (iii) 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 and (iv) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

(b) Sharer Representations. Sharer represents and warrants to Sharee that: (i) it has obtained all main station FCC approvals necessary for its operations of Sharer's Station as currently operated by it, (ii) its ownership and operation of Sharer's Station complies with the FCC rules, regulations and policies and other applicable laws in all material respects, (iii) the main station FCC license for Sharer's Station has not expired or been cancelled and is not subject to a non-final cancellation order or revocation order, (iv) it has provided a true, correct and complete copy of the Transmission Facilities Lease to Sharee, (v) the Transmission Facilities Lease is in full force and effect, and Sharer has not given or received any notice of default, cancellation or surrender under the Transmission Facilities Lease that has not been resolved and (vi) to Sharer's knowledge, the Transmission Facilities are not subject to eminent domain, condemnation or similar proceedings.

(c) Sharee Representations. Sharee represents and warrants to Sharee that: (i) it has obtained all main station FCC approvals necessary for its operations on Sharee's Station as currently operated by it, (ii) its ownership and operation of Sharee's Station complies with the FCC rules, regulations and policies and other applicable laws in all material respects and (iii) the

main station FCC license for Sharee's Station has not expired or been cancelled and is not subject to a non-final cancellation order or revocation order.

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. Except with respect to such party's obligations for third party claims, 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. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR GRANTS ANY WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED.

ARTICLE 5: TERMINATION AND REMEDIES

5.1. Termination.

(a) Mutual Consent. The parties may terminate this Agreement at any time by mutual written consent.

(b) Breach. Either party may terminate this Agreement by written notice to the other party in the event of a material breach of or default by the other party under this

Agreement which is not cured within ninety (90) days 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 (i) a fundamental impairment of a party's ability to broadcast its programming on the Shared Channel, (ii) a breach of a payment obligation, or (iii) any action that results in material damage to the Transmission Facilities or other material transmission equipment or facilities of the other party.

(c) Loss of License. Either party may elect to surrender its FCC license at any time and terminate this Agreement; provided, however, that if Sharer makes such election, Sharer shall provide Sharee a reasonable opportunity to acquire the Transmission Facilities owned by Sharer on fair market terms reasonably prior to any such termination. If Sharee'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 (a "Loss of License"), then simultaneously therewith all spectrum usage rights for the full 6 MHz Shared Channel shall revert to the Sharer 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.

(d) Insolvency. Either party may terminate this Agreement by written notice to the other upon (i) the institution by or against the other party of insolvency, receivership or bankruptcy proceedings which is not dismissed within sixty (60) days of the date of filing, (ii) the other party making an assignment for the benefit of creditors or (iii) the other party's dissolution or ceasing to do business.

(e) 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 last sentence of Section 2.1, Article 4, Sections 1.6(e), 5.1(b) and (e), 5.2, 6.1 and 6.2 and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

(f) Surrender of Facilities. Within five (5) business days after any termination of this Agreement, but subject to Section 5.2, Sharee shall, vacate the Transmitter Site, remove all of its assets from the Transmitter Site, surrender the Transmitter Site in substantially the same condition existing on the Dayton Commencement Date (reasonable wear and tear excepted) and surrender to Sharer all keys and other means of entry to the Transmitter Site.

(g) Sharee Cancellation Right. Sharee shall have the right to cancel and terminate this Agreement pursuant to *Schedule 5.1(g)*.

(h) Conversion to Multicast. In the event that Sharee has timely exercised the Multicast Right, this Agreement shall terminate pursuant to the terms and subject to the conditions of Section 1.6(d).

(i) ATSC 3.0 Upgrade. In the event of an ATSC 3.0 Upgrade, Sharee may terminate this Agreement pursuant to the terms and subject to the conditions of Section 3.1(f)(ii)(C)(2).

5.2. Sharee Wind-Down Period. In the event this Agreement is terminated pursuant to Section 5.1(b) or (d), Sharer shall permit Sharee to continue to share spectrum with Sharer as provided in Article 2, and Sharer shall continue to provide the access and services set forth in Section 3.1, for a period of up to 180 days following the effective date of such termination; provided that during such period Sharee continues to comply with the terms of this Agreement, including any payment obligations.

5.3. 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.

5.4. 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: MISCELLANEOUS

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, except on a confidential basis to the parties' representatives and lenders. No party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding anything to the contrary herein, the parties acknowledge that Sharee will be required to submit this Agreement (redacted to the extent permitted) with its application for the Dayton CP.

6.2. Expenses. Except as otherwise provided herein, Sharer and Sharee shall pay their own expenses incident to the preparation and performance of this Agreement, including all fees and expenses of their respective counsel.

6.3. Assignment. Except as provided in *Schedule 6.3*, neither party may assign or delegate this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, (i) Sharer shall assign this Agreement to any FCC-approved assignee or transferee of Sharer's Station and (ii) Sharee shall assign this Agreement to any FCC-approved assignee or transferee of Sharee's Station, and in either case, shall deliver to the non-assigning party a written assumption of this Agreement by such assignee or transferee. 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 facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Sharee:

Trinity Broadcasting Network
2442 Michelle Drive
Tustin, CA 92780
Attention: John B. Casoria, General Counsel
Phone: (714) 665-2102
Fax: (714) 665-2168
Email: JBCasoria@tbn.org

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

Colby M. May, Esq., PC
PO Box 15473
Washington, D.C. 20003
Attention: Colby M. May
Phone: (202) 544-5171
Fax: (202) 544-5172
Email: CMMay@maylawoffices.com

if to Sharer:

Nexstar Broadcasting, Inc.
545 E. John Carpenter Freeway, Suite 700
Irving, TX 75062
Attention: Brett Jenkins
Facsimile: (972) 373-8888

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

Nexstar Broadcasting, Inc.
545 E. John Carpenter Freeway Suite 700
Irving, TX 75062
Attention: General Counsel

6.6. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware.

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

6.8. Relationship and Dealings with Third Parties. Each of the parties hereto is an independent contractor, and no party is, nor shall be considered to be, the agent of another party for any purpose whatsoever. Neither party has any authorization to enter into any contracts nor assume any obligations for the other party nor make any warranties or representations on behalf of the other party, other than as expressly authorized herein. Nothing in this Agreement shall be construed as establishing an agency, partnership, fiduciary relationship or joint venture relationship between the parties hereto. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other party as the other party's contracting broker, agent or otherwise for committing, selling, conveying or transferring any of another party's assets or property, contracting for or in the name of the other party or making any representations contractually binding the other party.

6.9. Miscellaneous. 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. This Agreement (including the Schedules hereto and the other agreements described herein) 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, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

[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:

NEXSTAR BROADCASTING, INC.

By: 

Name: Brian Jones

Title: EVP & COO

SHAREE:

TRINITY BROADCASTING OF INDIANA, INC.

By: 

Name: J.B. Casoria

Title: Assistant Secretary