

April 16, 2018

VIA ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-A325
Washington, DC 20554

**RE: Minor Modification of a Licensed Facility for DTV Application (Sharing)
File Number 0000048965**

Dear Ms. Dortch:

In connection with the above-referenced minor modification application (the “*Filing*”), the parties hereto (i) make reference to that certain Channel Sharing and Facilities Agreement, by and between Nexstar Broadcasting, Inc., as Sharer, and Trinity Broadcasting of Indiana, Inc., as Sharee, in respect of WDTN, Dayton, Ohio and WKOI-TV, Richmond Indiana, dated as of March 15, 2018 (the “*Dayton CSA*”), and (ii) wish to provide certain information to facilitate the review and grant of the Filing. To that end, the parties hereto:

1. Acknowledge and make reference to Section 2.1 of the Dayton CSA, which provides in pertinent part, “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. Attach as *Annex A* hereto copies of all schedules included in and contemplated by the Dayton CSA.
3. Attach as *Annex B* hereto a list of Shared Equipment agreed to by the parties hereby and designated as the list of Shared Equipment pursuant to, and for purposes of, Section 3.1(c) of the Dayton CSA.

ACKNOWLEDGED AND AGREED:

NEXSTAR BROADCASTING, INC.

TRINITY BROADCASTING OF INDIANA, INC.

By: _____
Name:
Title:

By:  _____
Name: J.B. Casoria
Title: Assistant Secretary

Annex A – Schedules to Dayton CSA (attached)
Annex B – Shared Equipment (attached)

ANNEX A
SCHEDULES TO DAYTON CSA

EXHIBIT A
MULTICAST AGREEMENT

The Multicast Agreement shall be in substantially the form of that certain Affiliation Agreement Binding Term Sheet, by and between ION Media Networks, Inc. and Nexstar Broadcasting, Inc., dated September 14, 2017, *mutatis mutandis* to reflect the parties, stations, markets and other terms contained in this Agreement.

Schedule 1.2
Commencement

The Dayton Commencement Date shall be the earlier of (i) the date on which ION Media Networks, Inc. or an affiliate thereof (collectively, "ION") consummates its acquisition of Sharee's Station ("ION Consummation Date") or (ii) the date on which Saree's Station is required to commence channel sharing operations pursuant to the Channel Sharing Rules.

Schedule 1.4
Consideration

Reference is made to that certain letter agreement by and between, Sharer and ION Media Networks, Inc. (“Guarantor”), dated as of March 15, 2018 (the “Side Letter”), pursuant to which Guarantor has guaranteed the Sharee Obligations (as defined in the Side Letter) of Sharee under this Agreement. Sharer and Sharee acknowledge and agree that the execution and delivery of this Agreement and the Side Letter and the representations, warranties, covenants, conditions, agreements and promises contained herein and therein constitute, taken together, good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties.

Schedule 2.1
Capacity Allocation

Subject to Section 2.1, following is the parties' initial agreement with respect to the allocation of the capacity of the Shared Channel:

- (i) nominal long-range average rate of two (2) Mb/s to Sharee's Station, as determined in a manner consistent with good engineering practices, and
- (ii) the remainder of the capacity of the Shared Channel to Sharer's Station.

Sharer and Sharee may elect to implement a mutually beneficial weighting system as allowed by the encoding pool and use the software optimization technology of statistical multiplexing or "Stat Mux" or a successor technology mutually agreed upon by the parties. Such system shall be implemented as follows:

- each party shall designate one program stream with the highest priority within its allocated capacity;
- all other program streams shall have a lesser priority; and
- the parties shall cooperate to devise a system that produces the best results for each party with minimum picture degradation, subject to the constraints imposed by the allocation of capacity set forth on this *Schedule 2.1* and in Section 2.1(a).

Schedule 2.3
Use of Capacity

A “Permitted Party” shall mean ION or any of its corporate affiliates under common control with ION.

Schedule 5.1(g)
Sharee Cancellation Right

Sharee may terminate this Agreement by written notice to Sharer in the event that the Option Agreement, by and between ION Media Networks, Inc. and Sharee, dated as of November 14, 2017, (the “*Option Agreement*”) shall have terminated pursuant to Section 8.1 thereof.

Schedule 6.3
Assignment

Notwithstanding Section 6.3 to the contrary, Sharee may assign this Agreement to ION, subject to the occurrence of, and only following, Closing under the Option Agreement (the “*ION Closing*”). From and after the ION Closing, Sharee may assign this Agreement to any ION affiliate.

ANNEX B
SHARED EQUIPMENT

Antenna
Transmission Line
Transmitter
STL
Encoder
Other signal interface equipment as required