

CHANNEL SHARING AGREEMENT

A copy of the Channel Sharing Agreement covering the instant application is attached. The exhibits and 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 redact confidential or proprietary terms" in CSAs submitted with LMS Form 2100).

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

Exhibit A - Definitions

Schedule 1.1 - Baseline Spectrum Allocation

Schedule 1.7 - Long-Form Execution Payment and Channel Sharing Fee

Schedule 2.2(a) - Shared Transmission Path

Schedule 4.1(a) - Site Lease Matters

Schedule 4.1(e)(ii) - Shared Capital Expenditures

Schedule 4.4(a) - Shared Operating Expenses Cap

Schedule 5.2 - Second Licensee Parent Guarantee

Schedule 5.3 - Indemnification Procedures

Schedule 7.1 - Addresses for Required Notices

CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AGREEMENT (this “**Agreement**”) is dated as of February 7, 2018 (the “**Effective Date**”), by and between Fox Television Stations, LLC a Delaware limited liability company and, for purposes of the Channel Sharing Rules (as later defined), as “sharer” (“**Host Licensee**”), and WRNN License Company, LLC, a Delaware limited liability company and, for purposes of the Channel Sharing Rules, as “sharer” (“**Second Licensee**”), a wholly-owned subsidiary of WRNN-TV Associates Limited Partnership, a Delaware limited partnership (“**Second Licensee Parent**”).

RECITALS

A. This Agreement is made in respect of stations in the following Designated Market Area:

New York, New York (the “**Market**”)

B. Host Licensee holds the television spectrum usage rights associated with the six (6) MHz channel assigned to the following television broadcast station, including its primary and all multicast streams pursuant to licenses issued by the Federal Communications Commission (“**FCC**”):

WWOR-TV,

Secaucus, New Jersey, Fac. ID No. 74197 (the “**Host Station**”);

C. Second Licensee holds the television spectrum usage rights associated with the six (6) MHz channel assigned to the following television broadcast station, including its primary and all multicast streams pursuant to licenses issued by the FCC:

WRNN-TV

Kingston, New York, Fac. ID No. 74156 (the “**Second Station**”);

D. Second Licensee participated in 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), codified at 47 U.S.C. § 309(j)(8)(G)) (the “**Incentive Auction**”); in connection therewith, Second Licensee’s bid has been designated as a winning bid (a “**Successful Bid**”) and, accordingly, Second Licensee will relinquish its rights associated with the six (6) MHz television channel currently assigned to Second Station by the FCC in accordance with the Channel Sharing Rules;

E. Second Licensee is eligible, in accordance with the Channel Sharing Rules, to enter into a channel sharing agreement as a “sharer” (as such term is defined in the Channel Sharing Rules), and Host Licensee and Second Licensee desire to enter into a channel sharing agreement in accordance with, and as contemplated by, the Channel Sharing Rules with respect to the matters set forth herein, including, pursuant to the terms and subject to the conditions hereof, the provision for joint use of the six (6) MHz television channel assigned by the FCC to Host Station (the “**Shared Channel**”), which is currently exclusively licensed to Host Licensee in respect of Host Station, and joint use of the Shared Transmission Path;

F. Host Licensee owns and operates certain assets, including the Host Station's transmitter (which Host Licensee anticipates will be located as of the Commencement Date at the One World Trade Center building located in New York, New York (the "**Planned Transmitter Site**"), together with such other site as Host Licensee's assets may be located from time to time (the "**Transmitter Site**"), Host Station's backup/auxiliary transmitter (which is located at 416 Eagle Rock Avenue, West Orange, New Jersey (the "**Auxiliary Transmitter Site**")), and other equipment necessary for use by Host Licensee and Second Licensee in the operation of their television stations broadcasting on the Shared Channel pursuant to the terms and subject to the conditions of this Agreement (as further described in *Schedule 2.2(a)* attached hereto, the "**Shared Equipment**," and together with the Transmitter Site, the "**Shared Transmission Path**");

G. Host Licensee and Second Licensee agree that this Agreement shall be 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**"), including all written rules, policies or guidance relating to channel sharing or the Incentive Auction promulgated by the FCC, including (i) the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 ("**Channel Sharing Order**"), (ii) FCC Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the "**Incentive Auction Order**"), (iii) the First Order on Reconsideration and Notice of Proposed Rulemaking, adopted June 11, 2015 ("**First Order**"), (iv) the Second Order on Reconsideration, adopted June 17, 2015 ("**Omnibus Order**"), (v) the Second Order on Reconsideration, adopted October 21, 2015 ("**Second Order**"), (vi) the Public Notices adopted in MB Docket No. 16-306 and GN Docket No. 12-268, released January 27, 2017 (the "**Transition Public Notices**"), (vii) 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**"), (viii) 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 (ix) the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (clauses (i) through (ix), together with all other current or subsequently adopted FCC rules, orders and public notices pertaining to channel sharing, the "**Channel Sharing Rules**"), on the terms and conditions set forth in this Agreement; and

H. For convenience of reference, the capitalized terms defined in this Agreement and the location of such definitions in this Agreement are set forth in a table on *Exhibit A* hereto.

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:
SPECTRUM ALLOCATION AND CONSIDERATION**

1.1 ***Allocation of Bandwidth.*** Pursuant to the Channel Sharing Rules, Host Licensee and Second Licensee shall share the six (6) MHz Shared Channel (or nineteen and thirty-nine one-hundredths (19.39) Megabits per second as allocated under the current ATSC 1.0 system) as set forth in the Baseline Spectrum Allocation attached as *Schedule 1.1* hereto, which may be modified from time to time only by mutual written agreement of the parties, but which shall provide in all events, at a minimum, 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) over-the-air program stream at all times (a “***Single SD Stream***”).

1.2 ***Baseline Spectrum Allocation.***

(a) ***Review of Allocation.*** The parties shall meet and confer periodically and in good faith to review the Baseline Spectrum Allocation; *provided*, that, for the avoidance of doubt, the Baseline Spectrum Allocation shall be amended or otherwise modified only upon the prior written agreement of the parties except upon a New Modulation Deployment pursuant to the terms and subject to the conditions of Section 1.2(b), and no party shall be obligated to agree to any such amendment or other modification, other than in connection with, and pursuant to the terms and subject to the conditions of Section 4.3(b) (in connection with a Regulatory Condition as defined therein).

(b) ***New Modulation Technologies.***

(i) Host Licensee shall have the right, in its sole discretion exercisable at any one or more times during the Term and at its sole cost and expense, to deploy or otherwise implement a new standard of modulation with respect to the Shared Channel, including ATSC 3.0 (a “***New Modulation Deployment***”) and shall provide written notice thereof to Second Licensee (a “***New Modulation Notice***”) not less than six (6) months prior to the implementation of such New Modulation Deployment (such six (6) –month period, the “***Pre-Deployment Period***”). Upon any New Modulation Deployment, the Baseline Spectrum Allocation shall be adjusted such that the amount of bandwidth allocated to Second Licensee shall correspond to the nominal long-range average rate of Megabits per second, as determined using Good Engineering Practices, allocated to Second Licensee as of the time immediately prior to the New Modulation Deployment, with the intended result that any additional capacity on the Shared Channel created by the New Modulation Deployment would be allocated to Host Licensee. Notwithstanding the foregoing, upon a New Modulation Deployment, the parties will negotiate in good faith regarding the allocation of additional capacity of the Shared Channel to Second Licensee, and the corresponding terms and conditions with respect thereto, including with respect to consideration for such allocation of additional capacity.

(ii) If at the time of a New Modulation Deployment, Second Station has exercised a then-current right to elect mandatory carriage under the Communications Laws (“***Must-Carry***”), the parties shall confer in good faith to ensure to the greatest extent commercially reasonably possible that such New Modulation Deployment does not have a

materially detrimental effect on Second Station's carriage rights pursuant to such Must-Carry election.

(iii) Without limiting the generality of Section 1.2(b)(ii) above or modifying the rights and obligations of the parties hereunder with respect to the channel sharing contemplated hereby (including the Baseline Spectrum Allocation on Host Station), and in all respects subject to the Communications Laws, upon a New Modulation Notice:

(A) Each party shall have the right to enter into a transitional channel sharing arrangement pursuant to which Host Station or Second Station, as applicable, would simulcast its signal via an ATSC 1.0 programming stream on the spectrum allocated to another station in the Market for so long as reasonably necessary to preserve (1) its Must-Carry rights or (2) continued access to its signal by viewers in the Market with devices using the ATSC 1.0 standard, as applicable (a "**Transitional CSA**"); *provided, however*, that (y) the entry into a Transitional CSA by a party hereto shall not otherwise limit, modify or excuse such party's obligations under this Agreement, including with respect to any fees, reimbursement or other payments and (z) any agreement by Second Licensee for the reciprocal carriage of another station's signal on the Shared Channel as part of, or in connection with, a Transitional CSA, shall be deemed to be a Sub-Sharing Arrangement for purposes of, and governed by, the terms and subject to the conditions of Section 1.6.

(B) If at the time of a New Modulation Notice, (1) Second Station (a) has a Must-Carry election then in effect or (b) is required under the Communications Laws to broadcast in the ATSC 1.0 standard, and (2) there is a station in the Market owned by, or under common control with, Host Licensee and such station is broadcasting using the ATSC 1.0 standard (a "**Host 1.0 Station**"), then Second Licensee and Host Licensee shall negotiate in good faith, taking due account of any additional costs that may be incurred by Host Licensee (or its corporate affiliates that operate the Host 1.0 Station, as applicable) in connection with channel sharing on the Host 1.0 Station, the spectrum available for channel sharing in view of the spectrum needs of the Host 1.0 Station, and the technical capability of the Host 1.0 Station to channel share with Second Station consistent with Good Engineering Practices (as later defined), to enter into a Transitional CSA whereby such Host 1.0 Station would simulcast Second Station's primary stream using at least the minimum bandwidth required to preserve Station's Must Carry status or comply with the Communications Laws.

(C) In the event that (1) there is not a Host 1.0 Station pursuant to the terms and subject to the conditions of Section 1.2(b)(iii)(B) above or (2) the parties' good faith negotiations in respect of a Transitional CSA for the Host 1.0 Station pursuant to the terms and subject to the conditions of Section 1.2(b)(iii)(B) are terminated or otherwise do not result in the entry into of a Transitional CSA during the Pre-Deployment Period, then, without limiting the requirement of the Pre-Deployment Period contemplated in Section 1.2(b)(i) above, the New Modulation Deployment shall not be implemented for a period of sixty (60) days following the occurrence of the event referenced in the foregoing clause (1) or (2), as applicable.

(c) *Purpose.* The purpose and nature of Host Station's and Second Station's transmission on its respective allocated portion of the Shared Channel shall be limited to (i) the transmission of broadcast television programming and matters reasonably related thereto,

including multicasting, or (ii) any other spectrum usage that is in accordance with its applicable FCC licenses and the Communications Laws that (A) does not interfere with, degrade, or otherwise adversely affect (x) the broadcast transmissions or operations of the other party or (y) the operation of the Shared Transmission Path or the Shared Channel and (B) does not require the other party to make any capital expenditure or incur any operating cost not otherwise provided hereunder.

1.3 **Encoding.** Host Licensee and Second Licensee shall have a single, redundant common encoding pool. Each of Host Licensee and Second Licensee shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with Section 1.1. Each of Host Licensee and Second Licensee shall make all records of such encoding available to the other upon written request during normal business hours.

1.4 **Commitment to Provide Capacity.** Host Licensee shall transmit content provided by Second Licensee using the Shared Transmission Path. Host Licensee shall not alter the content provided by Second Licensee, *provided* that Host Licensee may (a) encode, compress or modulate the content as required to multiplex together Host Licensee and Second Licensee content streams using the parameters agreed to in this Agreement, and (b) combine the EIT and other information into a common PSIP format for transmission as agreed to in this Agreement; *provided, however*, that the content transmitted on the spectrum allocated to Second Licensee shall be transmitted in accordance with the terms of *Schedule 1.1*. Second Licensee may use its allocated capacity on the Shared Channel in its sole discretion in accordance with the terms of this Agreement and all FCC rules and regulations.

1.5 **Exclusivity.** Without limiting the rights of the parties to enter into (a) a Sub-Sharing Arrangement pursuant to the terms and subject to the conditions of Section 1.6 or (b) a Transitional CSA pursuant to the terms and subject to the conditions of Section 1.2(b)(iii), the parties acknowledge and agree that this Agreement shall be the sole and exclusive channel sharing arrangement entered into by either Host Licensee or Second Licensee (or any affiliate thereof) with respect to the licensed spectrum of Host Station or Second Station during the Term.

1.6 **Sublease of Spectrum Rights.** Host Licensee shall have the right to sublease, transfer or otherwise dispose of any portion of the spectrum allocated for its use under this Agreement and its rights under this Agreement to any unaffiliated third party, which right shall include the right to enter into a local marketing agreement, time brokerage agreement, or similar third party arrangement (a "**Sub-Sharing Arrangement**"); *provided* that, with respect to any Sub-Sharing Arrangement entered into by Host Licensee, (a) Host Licensee shall be solely responsible for all expenses relating to, or arising under, such Sub-Sharing Arrangement, and (b) such Sub-Sharing Arrangement shall not materially degrade the signal of Second Licensee. Second Licensee shall have the right to enter into a Sub-Sharing Arrangement in the form of a lease or local marketing agreement with an unaffiliated third party without the prior written consent of Host Licensee, *provided* that, with respect to any Sub-Sharing Arrangement entered into by Second Licensee, (x) such Sub-Sharing Arrangement shall comply with the Communications Laws in all respects, (y) Second Licensee shall be solely responsible for all expenses relating to, or arising under, such Sub-Sharing Arrangement, and (z) such Sub-Sharing Arrangement shall not materially degrade the signal of Host Licensee. Except as expressly provided in the foregoing, Second Licensee shall not have the right to enter into a Channel

Sharing Agreement, Transitional CSA, or similar Sub-Sharing Arrangement with any unaffiliated third party without the prior written consent of Host Licensee. Notwithstanding the foregoing, in no event shall Second Licensee permit, nor shall any Sub-Sharing Arrangement entered into by Second Licensee give, any third party the right to access the Shared Transmission Path or Host Licensee's facilities. Any permitted Sub-Sharing Arrangement shall be subject to the terms and conditions of this Agreement, including the applicable limitations set forth in *Schedule 1.1* hereto. In no event shall a Sub-Sharing Arrangement relieve the party hereunder entering into such Sub-Sharing Arrangement of any of its obligations hereunder.

1.7 ***Channel Sharing Payments.*** In consideration for the rights granted to Second Licensee, upon the Commencement Date and thereafter during the Term, Second Licensee shall make those certain payments to Host Licensee, in such amounts and at such times, as set forth on *Schedule 1.7* hereto.

ARTICLE 2: TRANSITION TO CHANNEL SHARING

2.1 ***Applications.***

(a) ***Construction Permit Application.*** Not later than the date ten (10) days following the Effective Date, Second Licensee shall promptly prepare and file with the FCC a minor-change application for a construction permit (such application, as amended, or any substitute application, collectively, the "***Construction Permit Application***") which (i) seeks authority for Second Station to operate from Host Station's facilities and (ii) identifies New Rochelle, New York as Second Station's community of license such that the operation of Second Station on the Shared Channel from Host Station's facilities complies with the requirements for such auction-related community of license changes set forth in the Communications Laws and Channel Sharing Rules, including the requirement that the Shared Channel's noise limited signal contour covers the entire community of license to be served by Second Station (the "***Community of License Modification***"). Neither party shall take any action that would reasonably be expected to result in the dismissal of the Construction Permit Application (or the license applications described in Section 2.1(b)). 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 channel sharing arrangement contemplated by this Agreement.

(b) ***FCC License Applications.*** Within five (5) business days of the Commencement Date, and subject to the grant of the Construction Permit Application and Community of License Modification, Host Licensee and Second Licensee shall file license applications with the FCC to effect a move of Second Station to the Shared Channel, subject to any applicable FCC deadlines set forth in the Channel Sharing Rules. Each party shall bear its own expenses with respect to the preparation and filing of the FCC license applications. The parties shall cooperate in good faith with respect to such applications, and each party shall promptly provide to the other party a copy of any pleading, order or other document filed with or served on it relating to such applications, and shall furnish all information required by the FCC or reasonably requested by the other party in connection with its preparation and prosecution of such applications.

(c) *Commencement of Channel Sharing.* Second Licensee shall provide written notice to Host Licensee of the exercise of its rights under this Agreement to commence channel sharing with Host Licensee (the “**Channel Sharing Notice**”), to be delivered no later than May 23, 2018. The parties shall commence channel sharing in accordance with the terms and conditions of this Agreement on the date that is sixty (60) days following the delivery of the Channel Sharing Notice, or, as applicable, such earlier date as may be required for the commencement of channel sharing pursuant to the Channel Sharing Rules or such other rule or order of the FCC (the “**Commencement Date**”); *provided, however*, that in no event shall the Commencement Date be a date prior to the Threshold Date. Upon such Commencement Date, Second Station shall terminate operations on its pre-Incentive Auction channel that was subject to its Successful Bid, and it shall commence shared operations on the Shared Channel pursuant to the terms and subject to the conditions of this Agreement. In the event that Host Licensee is not operating from the Planned Transmitter Site as of the Commencement Date, Host Licensee shall accommodate Second Station from Host Station’s then-existing Transmitter Site with no additional payment obligation to Host Licensee other than as set forth in this Agreement.

2.2 *Shared Transmission Path.*

(a) *Identification of Shared Transmission Path.* A list of all material items of the Shared Transmission Path as of the Effective Date is attached hereto as *Schedule 2.2(a)*, which may be modified from time to time during the Term by mutual written agreement of the parties as provided therein.

(b) *Initial Capital Expenditures.* Consistent with Good Engineering Practices, Host Licensee shall identify any equipment purchases, equipment upgrades or other capital expenditures necessary to commence channel sharing under this Agreement (“**Initial Capital Expenditures**”), and the amount of any Initial Capital Expenditures shall be borne solely by Host Licensee; *provided, however*, that any Initial Capital Expenditures with respect to the purchase, upgrade, or installation of a new encoder in connection with the foregoing (the “**New Encoder Installation**”) shall be borne solely by Second Licensee. Host Licensee shall undertake the New Encoder Installation and shall invoice Second Licensee therefor, and Second Licensee shall reimburse and pay over to Host Licensee the cost of such New Encoder Installation not later than thirty (30) days after invoicing.

(c) *Host Preparedness.* Without limiting any other obligation hereunder, including with respect to reimbursement by Second Licensee of certain costs as provided herein, Host Licensee shall, at its expense, establish the Shared Transmission Path and undertake such other expenditures, modifications to the facilities, and government filings with respect to Host Station to ensure that the parties each shall be able to conduct broadcast operations as contemplated hereby as of, and commencing on, the Commencement Date.

(d) *Second Licensee Access.* From the date designated by Host Licensee reasonably in advance of the Commencement Date consistent with Good Engineering Practices and thereafter through the Commencement Date, Host Licensee shall give Second Licensee reasonable access, during normal business hours, on reasonable prior notice to Host Licensee, to the Shared Transmission Path for the sole purpose of implementing the channel sharing

contemplated by this Agreement, so long as such access does not unreasonably interfere with Host Licensee's business, operations, broadcasts or facilities.

2.3 *Shared Operating Matters.*

(a) *Shared Operating Plan.* Each party's chief engineer and one (1) or more other employees with appropriate organizational authority and operating or technical expertise shall meet and confer in good faith for the purpose of developing a formal plan to address technical planning considerations and ongoing operational matters (the "***Shared Operating Plan***"). The Shared Operating Plan shall:

(i) Reflect technical discussions between the parties as may be required to coordinate the transition of Second Station's existing operations from its pre-Incentive Auction channel to the Shared Channel (*e.g.*, proposed employee responsibility and technical considerations);

(ii) Contemplate appropriate pre-commencement testing for shared operations;

(iii) Provide for delivery of any notices to third parties (including consumers) that may be reasonably necessary or desirable; and

(iv) Provide that, in the event Host Licensee commences the broadcast of Host Station's over-the-air signal from the Auxiliary Transmitter Site, Host Licensee will use commercially reasonable efforts to broadcast Second Station's over-the-air signal from the Auxiliary Transmitter Site ("***Second Station Auxiliary Transmission***") at no additional cost to Second Licensee subject to the following: (x) undertaking the Second Station Auxiliary Transmission would not have a material detrimental effect on the broadcast of Host Station's over-the-air signal from the Auxiliary Transmitter Site and (y) to the extent that Host Licensee incurs any additional fees or costs that are directly related to the provision of the Second Station Auxiliary Transmission that Host Licensee would not otherwise incur but for channel sharing with Second Licensee from the Auxiliary Transmitter Site ("***Auxiliary Channel Sharing Costs***"), Second Licensee shall be responsible for paying all such Auxiliary Channel Sharing Costs.

(A) Such Auxiliary Channel Sharing Costs, if any, shall be due and payable with or in the same manner as Shared Operating Expenses pursuant to Section 4.4(a).

(B) For the avoidance of doubt, Auxiliary Channel Sharing Costs are independent of, and shall not be subject to, the Shared Operating Expenses Cap.

The parties shall use commercially reasonable efforts to agree upon a Shared Operating Plan as promptly as practicable following delivery of the Channel Sharing Notice.

(b) *Review of Shared Operating Plan.* The parties shall meet and confer in good faith periodically during the Term to review and revise the Shared Operating Plan.

2.4 *Second Station Moving and Signal-Delivery Costs.*

(a) Except as otherwise provided in Section 2.4(b) below, Second Licensee shall be solely responsible for the costs incurred in moving Second Station's transmitter site to the Transmitter Site for broadcast on the Shared Channel and shall be solely responsible for the delivery of the Second Station's signal from its main studio to the facilities of the Host Station in the Market.

(b) Notwithstanding the foregoing Section 2.4(a), Host Licensee may (subject to mutual agreement of the parties) provide Second Licensee with sole and exclusive use of a dedicated video circuit to which Host Licensee has rights of use for the sole purpose of delivering Second Station's programming feed to the Transmitter Site. In the event that Second Licensee utilizes such dedicated video circuit, then in consideration therefor, Second Licensee shall pay to Host Licensee an amount equal to the total aggregate amount of all fees, costs and other expenses incurred by Host Licensee in connection therewith (the "*Circuit Use Fee*"), which shall be due and payable pursuant to the terms and subject to the conditions of *Schedule 1.7*.

ARTICLE 3: FCC MATTERS

3.1 *Authorizations.* Each of Host Licensee and Second Licensee represents and warrants to the other that it holds all primary broadcast licenses issued by the FCC which are necessary for its operations on its respective station ("*Primary Licenses*") as currently operated by it. Each of Host Licensee and Second Licensee shall maintain all Primary Licenses in full force and effect during the Term (as later defined). Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party, except as set forth in Section 6.3(c).

3.2 *Compliance with Law.* Each party shall comply in all material respects with all applicable federal, state and local laws, including the Communications Laws, with respect to its ownership and operation of Host Station or Second Station, as applicable, and its applicable use of the Shared Channel. Host Licensee shall be solely responsible for all content it transmits on the Shared Channel, and Second Licensee shall be solely responsible for all content it transmits on the Shared Channel. Host Licensee and Second Licensee shall comply with all laws and leases, licenses or similar agreements applicable to the Shared Transmission Path, including the Site Lease (as later defined).

3.3 *Control.* In accordance with the Communications Laws, Host Licensee shall control, supervise and direct the day-to-day operation of Host Station (including Host Licensee's employees, programming and finances), and Second Licensee shall control, supervise and direct the day-to-day operation of Second Station (including Second Licensee's employees, programming and finances), and nothing in this Agreement is intended to, nor shall be deemed to affect, each party's respective responsibilities. Neither Host Licensee nor Second Licensee shall hold itself out as the licensee of the other's station using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party's station. Neither Host Licensee nor Second Licensee shall use the call letters of the other's television station in any

medium with respect to the identification of its station or in a manner reasonably likely to cause confusion as to the ownership of the other party's station. 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.

3.4 **FCC Fees.** Each of Host Licensee and Second Licensee shall be responsible for timely payment of all fees owed by it to the FCC with respect to its station using the Shared Channel. Each of Host Licensee and Second Licensee shall be responsible for fifty percent (50%) of any joint fees, if any, assessed by the FCC on or with respect to the Shared Channel.

3.5 **Cooperation.** Each of Host Licensee and Second Licensee shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Shared Transmission Path. Neither Host Licensee nor Second Licensee shall 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 Shared Transmission Path.

ARTICLE 4: CHANNEL SHARING OPERATIONS AND ONGOING MATTERS

4.1 Shared Transmission Path.

(a) **Access.** Subject to any restrictions imposed in accordance with the terms and conditions of the Site Lease (as later defined), Host Licensee shall provide Second Licensee with unrestrained access to the Shared Transmission Path twenty-four (24) hours a day, including a right to ensure ongoing broadcast operations in the ordinary course consistent with past practices of Host Station and good engineering practices customary in the television broadcast industry (collectively, "**Good Engineering Practices**"), *provided* that (i) Second Licensee shall exercise such access rights in a manner consistent with (A) Good Engineering Practices and other practices reasonable and customary for the broadcast television industry, and in all events exercising a standard of care similar in all material respects to that of Host Licensee (as such standard is reasonably made known to Second Licensee) (collectively, "**Customary Station Practices**"), and (B) the terms and conditions of the Site Lease, as applicable; and (ii) in all events, neither party shall take any action that would be reasonably likely to disrupt or impair the other party's use of the Shared Transmission Path. Host Licensee shall also provide Second Licensee with access to, but not control over, all other Host Licensee's facilities as may be reasonably necessary to ensure ongoing broadcast operation of Second Station in the ordinary course consistent with Good Engineering Practices and in accordance with the Communications Laws; *provided* that such access shall be exercised by Second Licensee in accordance with Customary Station Practices (as such practices are reasonably made known to Second Licensee).

(b) *Operations.* Each of Host Licensee and Second Licensee shall:

(i) not permit to exist any lien, claim or encumbrance on the Shared Transmission Path, except with respect to transmission equipment or other tangible personal property that is owned separately by such party;

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

(iii) use the Shared Transmission Path only for the operation of its television station in the ordinary course of business and for no other purpose other than as permitted by Section 1.2(c);

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

(v) comply in all material respects with all laws applicable to its operations relating to the Shared Transmission Path.

(c) *Conduct of Maintenance and Repairs.*

(i) Host Licensee shall be obligated to maintain, repair and replace the Shared Transmission Path in accordance with Good Engineering Practices and use commercially reasonable efforts to ensure that such equipment operates consistent with past practice and, in all events, within the technical parameters set forth on the stations' FCC licenses, *provided* that, notwithstanding the foregoing, Host Licensee shall refrain from taking any action reasonably likely to disrupt or impair the signal of Second Licensee. In the event of planned repairs to the Shared Transmission Path, Host Licensee shall coordinate such repairs (and any related downtime) with Second Licensee, including by providing advance notice of such repairs, to the extent reasonably practicable.

(ii) In the event of a material breach by Host Licensee of its obligations in respect of the Shared Transmission Path and failure to promptly cure upon reasonable notice thereof by Second Licensee, Second Licensee shall have the right to undertake itself any necessary maintenance or repairs, and Host Licensee shall promptly (and in any event within thirty (30) days after invoice) reimburse Second Licensee for the total reasonable and documented out-of-pocket expenses incurred by Second Licensee in connection therewith; *provided* that such maintenance or repair shall be undertaken by appropriately experienced individuals (determined in Second Licensee's good faith and reasonable discretion) and in a manner consistent with Good Engineering Practices. Any such reimbursement obligations that are unpaid or outstanding upon any termination or expiration of this Agreement shall survive such termination or expiration.

(d) *Technical Failures.* In the event that either (x) the Shared Transmission Path suffers an unexpected failure, such that Second Station must temporarily cease broadcasting or operate at reduced power levels, or (y) it is reasonably necessary, as determined by Host Licensee in connection with the planned maintenance, repair, or replacement of the Shared

Transmission Path or otherwise in accordance with Good Engineering Practices, for Second Licensee to reduce, limit or temporarily cease use of the Shared Transmission Path, then Host Licensee shall promptly notify Second Licensee and use commercially reasonable efforts, consistent with Good Engineering Practices, to repair the Shared Transmission Path to return Second Station, as quickly as practicable, to operations at its full authorized power. In connection with the circumstances described in clause (y) above, Host Licensee shall use commercially reasonable efforts to minimize the amount of time Second Licensee shall operate with reduced facilities and take all reasonable measures to schedule any such maintenance or repairs at a commercially reasonable time convenient to Second Licensee, between the hours of midnight and 5:00 a.m., if practicable.

(i) In the event that (A) Second Station is unable to operate on the Shared Transmission Path for any consecutive period in excess of forty-eight (48) hours (“**Off-Air Period**”), and (B) the proximate cause of such Off-Air Period shall have arisen directly from the conduct or omissions of Host Licensee (and, for the avoidance of doubt, exclusive of proximate causes arising from a Force Majeure Event), then Host Licensee shall refund to Second Licensee within thirty (30) calendar days an amount equal to the pro-rata share of the Channel Sharing Fee for each day or partial day that Second Station is unable to operate on the Shared Transmission Path.

(ii) In the event that (A) Second Licensee must operate with reduced facilities below eighty percent (80%) of the full authorized effective radiated power at which Second Licensee must operate for a period in excess of five (5) calendar days (“**Reduced Facilities Period**”), and (B) the proximate cause of such Reduced Facilities Period shall have arisen directly from the conduct or omissions of Host Licensee (and, for the avoidance of doubt, exclusive of proximate causes arising from a Force Majeure Event), then Host Licensee shall refund to Second Licensee within thirty (30) calendar days an amount equal to: (y) the pro-rata share of the Channel Sharing Fee for each day or partial day of the Reduced Facilities Period *multiplied by* (z) one (1) minus the quotient of the average effective radiated power level of Second Station during the Reduced Facilities Period *divided by* the full authorized effective radiated power level at which Second Station must operate consistent with Good Engineering Practices and the past practice of the Second Station following the Commencement Date.

(e) *Alteration to Shared Transmission Path.*

(i) Second Licensee shall not upgrade or modify the Shared Transmission Path without the prior written consent of Host Licensee, which consent shall not be unreasonably withheld, delayed or conditioned.

(ii) Any equipment purchases, equipment upgrades, or capital expenditures that (A) would be made in the ordinary course consistent with Good Engineering Practices and (B) are necessary for the parties to perform their respective obligations to channel share under this Agreement (clauses (A) and (B) collectively, “**Ordinary Course Capital Expenditures**”) shall be borne solely by Host Licensee. Notwithstanding the foregoing, the parties shall discuss on an ongoing basis from time to time during the Term appropriate future equipment purchases, equipment upgrades or other capital expenditures, other than Ordinary Course Capital Expenditures, that may be reasonably necessary or desirable to improve, upgrade

or otherwise alter the Shared Transmission Path or any portion thereof (“*Shared Capital Expenditures*”), non-exclusive examples of which, for illustrative purposes, are set forth on *Schedule 4.1(e)(ii)*.

(iii) If both parties agree to make Shared Capital Expenditures, the costs shall be allocated equally between the parties (unless otherwise agreed by the parties at such time), and the parties shall reasonably cooperate as needed to permit the prompt installation of any necessary equipment.

(iv) In the event Host Licensee wishes to make an expenditure to upgrade or replace the Shared Transmission Path or any portion thereof, Host Licensee shall have the right to purchase and install the desired equipment, at its sole cost and expense, and shall retain sole title to such equipment during the Term and after the termination or expiration of this Agreement, and Second Licensee shall cooperate to the extent reasonably necessary to ensure that such upgrade or replacement is accomplished, *provided* that such equipment does not (A) interfere with, harm or materially adversely affect the Shared Transmission Path or other operations Second Station or (B) materially degrade the signal of Second Station.

(f) *Exclusive Equipment.*

(i) Second Licensee may install equipment solely owned by it at the Transmitter Site that is reasonably acceptable to Host Licensee, such approval by Host Licensee not to be unreasonably withheld, conditioned or delayed.

(ii) To the extent applicable, each of Host Licensee and Second Licensee shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site in accordance with Good Engineering Practices. Title to all such equipment solely owned by Host Licensee or Second Licensee shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment without the prior written consent of the title-holding party or in accordance with this Agreement.

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

(h) *Contractors.* All contractors and subcontractors of each of Host Licensee and Second Licensee who perform any service for Host Licensee or Second Licensee with respect to the Shared Transmission Path shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in the state where the Shared Transmission Path is located.

(i) *Site Lease.* Host Licensee represents and warrants to Second Licensee that: (w) it has provided Second Licensee with a copy of the Site Lease as in effect on the date

hereof, with proprietary and confidential terms redacted, (x) the Site Lease is in full force and effect, (y) Host Licensee has not given or received any notice of default under the Site Lease, and (z) to Host Licensee's knowledge, the Shared Transmission Path is not subject to eminent domain, condemnation or similar proceedings. During the Term, Host Licensee shall promptly provide Second Licensee with true and complete copies of all amendments to or replacements of the Site Lease and all notices given or received thereunder. Each of Host Licensee and Second Licensee shall comply with the Site Lease and shall not undertake any act or omission that would be reasonably likely to constitute a breach or default thereunder giving rise to a right of termination thereunder. Except with respect to the replacement lease contemplated by *Schedule 4.1(a)* hereof, if Host Licensee loses its rights under such Site Lease for any reason, then Host Licensee and Second Licensee shall promptly cooperate in good faith to develop and implement a plan to replace such site, with any costs incurred in connection therewith (A) to be borne solely by Host Licensee in the event that such costs arise directly from termination of the Site Lease as a result of a breach thereof by Host Licensee, as a party thereto, which breach arises from an act or omission of Host Licensee, or (B) to be borne solely by Second Licensee in the event that such costs arise directly from termination of the Site Lease as a result of a breach by Host Licensee, as a party thereto, and the proximate cause of such breach arises from an act or omission of Second Licensee that constitutes a breach of this Agreement, or (C) otherwise, in all other cases, to be borne solely by Host Licensee.

4.2 ***Interference.*** Each of Host Licensee and Second Licensee shall use commercially reasonable efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations with respect to the Shared Transmission Path that could be reasonably expected to interfere in any material respect with the other party's signals, broadcast operations, or use of the Shared Channel. 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.

4.3 ***Regulatory Obligations.***

(a) ***Individual Regulatory Obligations.*** Each party shall use commercially reasonable efforts to ensure ongoing operations of Host Station and Second 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 frequency coordination to minimize any necessary disruptions to operations that may affect both stations. Each party shall be responsible for compliance with provisions of the Communications Laws pertaining to joint operations and their respective programming, personnel, finances and regulatory reporting obligations.

(b) ***Changes to FCC Requirements.***

(i) In the event that the FCC (x) adopts changes to the Channel Sharing Rules after the Effective Date (a "***Rule Change***") or (y) imposes a condition on the approval, performance or terms and conditions of this Agreement (a "***Regulatory Condition***")

that, in either case, (A) the parties reasonably determine, on advice of communications counsel, would have the effect of materially increasing the cost of performance by a party of its obligations under this Agreement, or (B) cancels, changes or supersedes any material term or provision of this Agreement, then:

(ii) 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 Rule Change or Regulatory Condition, as applicable, while maintaining to the greatest extent possible the benefit of the bargain of this Agreement prior to the adoption or imposition of such Rule Change or Regulatory Condition.

(A) Notwithstanding the foregoing and for the avoidance of doubt, in no event shall any condition or other action of the FCC related to the Community of License Modification be deemed a Rule Change or Regulatory Condition for purposes of this Section 4.3(b).

(B) In the event that no modification is reasonably possible that would both satisfy an applicable Rule Change or Regulatory Condition, on the one hand, and, on the other hand, reasonably maintain the benefit of the bargain of this Agreement, either party may terminate this Agreement by written notice to the other.

4.4 ***Operating Expenses.***

(a) *Allocation of Costs.* Except as provided in Section 4.1(e), Host Licensee shall be solely responsible for all costs and expenses relating to the Shared Transmission Path that are incurred in the ordinary course of business consistent with Customary Station Practices, including its insurance costs for the Shared Transmission Path, utilities for the Transmitter Site, employee expenses, taxes related to the Shared Transmission Path, and maintenance and repair costs incurred in the ordinary course consistent with Good Engineering Practices including in connection with Section 4.1(c) (collectively, the “***Ordinary Course Operating Expenses***”). Second Licensee shall pay to Host Licensee within thirty (30) days after invoice (together with reasonable supporting documentation) a reimbursement amount equal to fifty percent (50%) of (i) any additional payments, fees, expenses or charges (if any) that Host Licensee is obligated to pay to the lessor party to the Site Lease solely as a result of Second Licensee’s operation of Second Station on the Shared Channel and (ii) any costs and expenses incurred by Host Licensee set forth on *Schedule 4.4(a)*, other than Ordinary Course Operating Expenses (collectively, “***Shared Operating Expenses***”), *provided, however*, that in the event that the Shared Operating Expenses for any Contract Year exceed the applicable Shared Operating Expenses Cap, Host Licensee shall be solely responsible for all Shared Operating Expenses in excess of the Shared Operating Expenses Cap. The “***Shared Operating Expenses Cap***” shall be, with respect to each Contract Year, the amount corresponding thereto as set forth on *Schedule 4.4(a)*.

(b) *Individual Transmission Costs.* Each of Host Licensee and Second Licensee, as applicable, shall be solely responsible for (i) its insurance costs for the Shared Transmission Path, (ii) costs for any necessary microwave, fiber, or other link between its station’s studio site and the Transmitter Site, (iii) all expenses related to any equipment solely

owned by it and located at the Transmitter Site, and (iv) all of its expenses not related to the Shared Transmission Path.

4.5 ***Surrender Upon Termination.*** At the end of the Term, or upon earlier termination of this Agreement, Second Licensee shall, within five (5) business days following such termination, vacate the facilities comprising the Shared Transmission Path, move all of its assets and employees (if any) from such site, surrender the Shared Transmission Path in substantially the same condition existing on the Commencement Date (reasonable wear and tear excepted) and return to Host Licensee all keys and other means of entry to the Transmitter Site and the Shared Transmission Path. For the avoidance of doubt, at the end of the Term, or upon the effective date of earlier termination of this Agreement, Second Licensee shall have no further rights to use the Shared Channel.

ARTICLE 5: ALLOCATIONS OF RISK

5.1 ***Mutual Representations and Warranties.*** Each party hereto represents and warrants to the other party hereto that as of the Effective Date: (a) it is a limited liability company duly organized and validly existing under the laws of its place of organization; (b) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state in which the Transmitter Site is located; (c) it has full power and authority and has taken all limited liability company action necessary to enter into and perform this Agreement and to consummate the transactions contemplated hereby; (d) 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; (e) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; (f) such party is in compliance in all material respects with all applicable laws and regulations with respect to the Incentive Auction, including the Channel Sharing Rules; and (g) it has obtained all FCC and any other material governmental licenses, approvals and authorizations necessary for its operations on its station as then currently operated by it.

5.2 ***Indemnification.*** Subject to Sections 5.4 and 5.5, and other than with respect to costs expressly subject to reimbursement hereunder, each of Host Licensee and Second Licensee shall indemnify, defend and hold harmless the other party and such party's affiliates' directors, officers, employees, agents, representatives, and their respective successors and assigns, from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "***Losses***") for Third Party Claims (as later defined) resulting from, arising out of, or relating to:

(a) ***Breach of Representations and Warranties.*** Any breach of any representation or warranty made by the Indemnifying Party (as later defined) under this Agreement;

(b) ***Breach of Covenants.*** Failure to comply with the covenants and obligations to be performed by the Indemnifying Party under this Agreement; or

(c) *Post Commencement Operations.*

(i) The Indemnifying Party's use of the Shared Transmission Path and its use of the Shared Channel;

(ii) The acts or omissions of the Indemnifying Party's contractors, or acts or omissions of the Indemnifying Party relating to the storage, treatment, release or other acts or omissions by such party in respect of hazardous materials;

(iii) The business and operation of the Indemnifying Party's station, including with respect to its use of the Shared Channel and the programming or advertising broadcast on such station, including with respect to 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, the Communications Laws or other applicable laws; or

(iv) The Indemnifying Party's Sub-Sharing Arrangements with third parties, if any.

The indemnification obligations hereunder shall survive any termination or expiration of this Agreement. *Schedule 5.2* is hereby incorporated by reference.

5.3 ***Indemnification Procedures.*** Claims for indemnification pursuant to the terms and subject to the conditions of Section 5.2, shall be made in accordance with and subject to the indemnification procedures set forth on *Schedule 5.3* hereto.

5.4 ***Limitations on Liability.*** Without limiting Section 6.5(a) below with respect to money damages for direct or actual damages, in the case of Direct Claims (as later defined), neither party shall 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. HOST LICENSEE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO SECOND STATION, AND SECOND LICENSEE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO HOST STATION.

5.5 ***Disclaimer of Warranties.*** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTIONS 3.1, 4.1(i) AND 5.1, NEITHER PARTY MAKES ANY OTHER 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, INCLUDING ANY WARRANTY OF QUALITY, STANDARD OF CARE OR METHOD OF PERFORMANCE WITH RESPECT TO THE MAINTENANCE AND OPERATION OF THE SHARED TRANSMISSION PATH.

**ARTICLE 6:
TERM, TERMINATION AND CERTAIN REMEDIES**

6.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until the date that is five (5) years following the Commencement Date (the “**Initial Term**”) and shall thereafter renew automatically and without the requirement of further action by the parties for two (2) additional periods of five (5) years (each such five (5) –year period, a “**Renewal Term**” and, collectively with the Initial Term, the “**Term**”) or until the earlier effective date of termination in accordance with Section 6.2 below; *provided, however*, that each party shall have the right to elect to not renew the Term pursuant to the foregoing, which right of non-renewal shall be exercisable by a party by delivery to the other party of written notice of such election (a “**Non-Renewal Notice**”) no later than one hundred eighty (180) days before the expiration of the Initial Term or the first Renewal Term, as applicable. Upon the timely delivery of a Non-Renewal Notice, the Agreement shall thereafter expire upon the expiration of the then-current Initial Term or Renewal Term, as applicable.

6.2 **Termination.** This Agreement shall be subject to termination as follows:

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

(b) **Failure to Grant FCC Applications.** Either party shall have the right to terminate this Agreement by written notice to the other in the event that the FCC does not grant the Construction Permit Application prior to the date that is one hundred fifty (150) days following the date on which the Construction Permit Application is filed.

(c) **Material Breach.** Either party shall have the right to terminate this Agreement by written notice to the other upon a Material Breach (as later defined) by the other party and subject to the following terms and conditions:

(i) A “**Material Breach**” shall be a breach of a material obligation of a party under this Agreement that:

(A) Results in a fundamental impairment of the other party’s ability to broadcast on its station, *provided* that in the case of an impairment of the ability of the Second Station to broadcast, the Host Station is not suffering a substantially similar impairment of its ability to broadcast; or

(B) Constitutes a failure by a party to pay the other party any payment owed under this Agreement;

which in either case is not cured within forty-five (45) days after written notice, as determined by a court of competent jurisdiction; and

(ii) The prior written notice from the non-breaching party to the party in alleged Material Breach shall have described such Material Breach with reasonable specificity.

(d) *Insolvency.* In the event of insolvency of a party, if and to the extent permitted by law, the other party shall have the right to terminate this Agreement upon thirty (30) days' written notice.

(e) *Loss of License or Eligibility to Participate in Channel Sharing.* Except as set forth in Section 6.2(e)(iii), this Agreement shall automatically terminate upon either of the events in clauses (i) or (ii) below:

(i) A final, non-appealable decision of the FCC confirming either party's loss of the FCC license authorizing channel sharing (whether by surrender, termination or expiration of, or the FCC's denial of a renewal application for, such license, or otherwise) (a "*Loss of License*"); or

(ii) A final, non-appealable decision by the FCC that either party is ineligible to participate in channel sharing arrangements.

(iii) Solely in the event of a Loss of License by Host Licensee, this Agreement shall not terminate until the cancellation of Host Station's FCC license by the FCC.

For the avoidance of doubt, a voluntary transfer or assignment of a party's FCC license pursuant to the terms and subject to the conditions of Section 7.7 shall be deemed to not be a Loss of License.

(f) *Changes in Regulatory Obligations.* Each party may terminate this Agreement pursuant to the terms and subject to the conditions of Section 4.3(b)(ii)(B).

6.3 *Effect of Termination; Survival.*

(a) *Effect and Survival.* In the event of expiration of the Term or the termination of this Agreement pursuant to Section 6.2, this Agreement shall forthwith become null and void and have no effect, and the obligations of the parties under this Agreement shall terminate, except for Section 5.2, Section 5.3, Section 5.4, Section 5.5, Section 6.2, Article 7, *Schedule 5.2* and *Schedule 5.3*, all of which shall survive indefinitely, and Section 4.5 and Section 6.3(c) which shall survive in accordance with their respective terms.

(b) *No Prejudice to Accrued Obligations.* Nothing in Section 6.2 nor this Section 6.3 shall relieve either party of any liability for a breach of this Agreement prior to the termination hereof. The expiration or termination of this Agreement shall not relieve the parties of any liability or obligation which accrued hereunder prior to the effective date of such termination, including any payment obligations, nor preclude either party from pursuing all rights and remedies it may have hereunder in accordance with Section 6.5 with respect to any breach of this Agreement.

(c) *Reversion Rights.*

(i) *Host Licensee's Reversion Rights.* In the event that this Agreement shall be terminated by Host Licensee upon a Loss of License by Second Licensee pursuant to the terms and subject to the conditions of Section 6.2(e), the spectrum usage rights with respect to FCC license of Second Licensee shall revert to Host Licensee, and Host Licensee may file an application with the FCC to change its FCC license to non-shared status.

(ii) *Second Licensee's Reversion Rights.* In the event of a Loss of License by Host Licensee, Host Licensee shall have the right to transfer or assign the FCC license or spectrum usage rights of Host Station, pursuant to the terms and subject to the conditions of Section 7.7 of this Agreement (a "***Loss of License Assignment***"), *provided, however,* that in the event Host Licensee does not effect a Loss of License Assignment prior to the cancellation of Host Station's FCC license and this Agreement shall be terminated by Second Licensee pursuant to the terms and subject to the conditions of Section 6.2(e), Host Licensee shall utilize commercially reasonable efforts, including the provision of equipment and technical resources, to endeavor to ensure that Second Licensee can continue to utilize the Shared Transmission Path consistent with its rights under this Agreement for the remainder of the Term.

6.4 ***Payment Deficiency.*** In the event of a default by Second Licensee of any of its payment obligations under this Agreement, the amount due to Host Licensee with respect to such default shall be deemed to accrue interest from the date such payment was originally due, calculated at an annual rate (but with interest accruing on a daily basis) of two percent (2%) above the prime rate as reported in *The Wall Street Journal* as of the date of such determination.

6.5 ***Remedies Cumulative; Other Rights and Remedies.*** The rights and remedies of the parties hereto shall be cumulative and not alternative. Other than as expressly set forth herein, remedies in the event of breach of a party's obligations under this Agreement shall be limited to (a) in the case of either party, money damages for direct or actual damages and (b) in the case of Second Licensee (and, for the avoidance of doubt, cumulatively with the preceding clause (a)), the right to offset against payments owed to Host Licensee and the right to self-help in accordance with Section 4.1(c)(ii).

**ARTICLE 7:
MISCELLANEOUS**

7.1 ***Notices.*** All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in written or electronic form, and shall, when addressed to a party at the applicable address set forth on *Schedule 7.1* (or at such other address as a party may designate in accordance with this Section 7.1 upon ten (10) days' prior written notice to the other party) and when expressly and conspicuously referencing this Agreement, be deemed validly delivered (a) on the date of delivery when delivered in person or by a nationally recognized overnight courier service maintaining records of receipt, including Federal Express, DHL and United Parcel Service, and (b) on the date of transmission when sent by facsimile or other electronic transmission during normal business hours; *provided, however,* that (y) any such communication delivered by facsimile or other electronic transmission shall only be effective if such communication is also delivered by hand or deposited with a reputable

courier maintaining records of receipt within three (3) business days after its delivery by facsimile or other electronic transmission, and (z) the parties hereto acknowledge and agree that the burden of proving receipt of a facsimile or other electronic transmission shall be on the sender thereof. Notwithstanding anything herein to the contrary, a delivery of a notice, request, demand or other communication pursuant to the terms of this Agreement to an address, or by means of delivery, other than as specified above shall, if actually received by a party hereto, be deemed valid and effective as of the date of such receipt.

7.2 *Confidentiality.*

(a) Except as provided in paragraphs (b) and (c) below, each party hereto covenants and agrees that it will not at any time during the Term or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the performance of this Agreement, any secret, proprietary or confidential information of the other party hereto, including the terms and conditions contained in this Agreement. The party receiving such confidential information shall take the same precautions as it takes to protect its own confidential information, but in all events reasonable precautions shall be taken, in order to preserve its confidentiality. Confidential information shall not be revealed to third parties, other than to (i) the parties' affiliates and their respective officers, employees, directors, attorneys, accountants and other legal and financial advisors who need to know such information, without the written consent of the disclosing party, and neither Host Licensee or Second Licensee may use the other party's confidential information for any purpose except for purposes of performing this Agreement; (ii) to one or more prospective acquirers, investors, lenders and their advisors, *provided* such prospective acquirer, investor or lender agrees to be bound by a non-disclosure agreement with Host Licensee or Second Licensee, as appropriate; or (iii) in the event a party hereto is requested or required by law, regulation, interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process to disclose any confidential information.

(b) Information shall not be deemed confidential or otherwise subject to the provisions of paragraph (a) above to the extent that a party in receipt of such information (the "**Receiving Party**") shall be able to establish by competent proof that such information (i) was already known to the Receiving Party other than under an obligation of confidentiality, at the time of disclosure; (ii) was independently compiled, created or developed by the Receiving Party without reference to the otherwise confidential information disclosed by the other party; (iii) was a matter of public record or was publicly known at the time of disclosure to the Receiving Party; (iv) became a matter of public record or became publicly known after its disclosure to the Receiving Party other than through any act or omission by or on behalf of the Receiving Party in breach of this Agreement; or (v) was disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge, had no obligation to not disclose such information to the Receiving Party. A Receiving Party may further disclose confidential information or information otherwise subject to paragraph (a) above to the extent that such disclosure is made in response to a valid order of a court of competent jurisdiction or other governmental authority of competent jurisdiction but solely to the extent legally required; *provided* that the Receiving Party shall, to the extent reasonably practicable, give notice to the other party and a reasonable opportunity for such party to seek to quash any such order or obtain a protective order with respect to the information to be disclosed.

(c) *FCC Obligations.* Notwithstanding paragraph (a) above, to the extent required by applicable law, including the Communications Laws, each party shall (i) file a copy of this Agreement with the FCC, and (ii) if and to the extent required under the Communications Laws, place a copy of this Agreement in its respective station's public inspection file; *provided*, that each party shall consult with the other party and agree upon the redaction of confidential and proprietary information contained herein (to the extent such redactions are permitted by the Channel Sharing Rules) from any copy of this Agreement that a party publicly files with the FCC or places in its station's public inspection file.

7.3 *Information.*

(a) *FCC Correspondence.* Each party shall promptly notify the other party of any notices or other correspondence from the FCC with respect (i) to the technical facilities of its station or (ii) the Shared Channel.

(b) *Litigation; Similar Proceedings.* If either party becomes subject to litigation or similar proceedings before the FCC (including 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's ability to perform this Agreement or on the other party's station, then it shall promptly provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party, subject to applicable law.

(c) *Bankruptcy.* 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 it makes an assignment for such purposes for the benefit of creditors, then it shall promptly provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

7.4 *Fees and Expenses.* Except as otherwise expressly provided in this Agreement, each party hereto shall pay all costs and expenses incurred by it or on its behalf in connection with the negotiation and drafting of this Agreement or otherwise in connection with the transactions contemplated hereby and its performance hereunder, including fees and expenses of its respective financial consultants, accountants and counsel.

7.5 *Force Majeure.* Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including a fire, flood, earthquake, war, act of terrorism, labor dispute, action of a third-party lessor, government or court action, failure of facilities (unless reasonably arising from such party's failure to maintain or repair such facilities in accordance with the terms of this Agreement applicable to such party or changes to such facilities arising from an applicable lessor), or act of God (collectively, a "*Force Majeure Event*").

7.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of New York, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties otherwise hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of New York and the United States of America located in New York County, New York, and further agree that service of any process, summons, notice or document by U.S. certified mail shall be effective service of process for any action, suit or proceeding brought in any such court.

7.7 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, if any. No party may assign this Agreement without the prior written consent of the other party, except for Sub-Sharing Arrangements permitted pursuant to the terms and subject to the conditions of Section 1.6. Notwithstanding anything to the contrary contained herein, each party shall be obligated to assign this Agreement (without the requirement of the other party's consent) to any FCC-approved assignee or transferee of such party's station in connection with any assignment of the FCC license or transfer of control with respect to Host Station or Second Station, as applicable, (a "**Mandatory Assignment**"), and such assignee or transferee shall assume this Agreement in a writing delivered to the other party hereto. For the avoidance of doubt, no party shall sell, transfer, convey or assign all or substantially all of the non-license assets of its station to an unaffiliated third party without the primary FCC licenses for such station and the obligation of a Mandatory Assignment as provided hereunder.

7.8 **Waiver.** No failure on the part of any person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

7.9 **Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

7.10 **Severability.** Except as otherwise provided in Section 4.3(b), if any covenant or provision hereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall not, subject to the discretion of such court, be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain

between the parties hereto to the maximum extent possible, consistent with law and public policy.

7.11 Relationship of the Parties.

(a) *Independent Contractors.* Each of the parties hereto is an independent contractor. Nothing contained herein shall be deemed to create an employment, agency, joint venture, partnership or lessor/lessee relationship between the parties hereto or any of their employees, agents, officers, directors or other representatives, or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party.

(b) *No Authority to Bind.* Neither party is granted hereby, and neither party shall hold itself out as having, any right or authority to enter into any contract, incur any liabilities, create any obligation or responsibility or make any representation or warranty, express or implied, on behalf of or in the name of the other party, or to otherwise bind the other party in any manner.

7.12 No Third Party Beneficiaries. None of the provisions of this Agreement is intended to provide any rights or remedies to any person other than the parties hereto and their respective successors and permitted assigns.

7.13 Construction.

(a) *Headings.* The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(b) *Certain Rules of Interpretation.* For purposes of this Agreement, whenever the context requires: (i) the singular number shall include the plural, and vice versa; (ii) the masculine gender shall include the feminine and neuter genders; (iii) the feminine gender shall include the masculine and neuter genders; and (iv) the neuter gender shall include the masculine and feminine genders. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word “or” has the inclusive meaning represented by the phrase “and/or.” The words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” Unless expressly provided otherwise, any reference herein to “dollars” or “\$” shall mean United States dollars. The use of the phrase “its station” or a variation thereof when used with respect to a party to this Agreement shall mean, in the case of Host Licensee, Host Station, and in the case of Second Licensee, Second Station. The term “business day” shall be deemed to refer to any day other than Saturday or Sunday or any other day on which banks in New York, New York are authorized or obligated by applicable law to be closed.

(c) *Schedules and Exhibits.* Except as otherwise indicated, all references in this Agreement to “Sections,” “Schedules” and “Exhibits” are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.

(d) *Neutral Construction.* Each of the parties hereto has been represented by legal counsel and the parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

7.14 *Entire Agreement.* This Agreement, together with the Schedules, Exhibits, and Annexes expressly contemplated hereby and attached hereto and the other agreements, certificates and documents delivered in connection herewith or otherwise in connection with the transactions contemplated hereby and thereby, contains the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, including that certain Term Sheet with respect to this Agreement, dated as of June 27, 2017, by and among the parties hereto. Each of the parties acknowledges that in entering into this Agreement, it has not relied on any oral or written representation, warranty or other assurance (except as expressly provided for or referred to in this Agreement). Nothing in this Agreement shall limit or exclude any liability of a party for fraud.

7.15 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement or amendments thereto and of signature pages by facsimile transmission or by email transmission in portable digital format, or similar format, shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or by email transmission in portable digital format, or similar format, shall be deemed to be their original signatures for all purposes.

[Remainder of page is intentionally blank; signature page follows]

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

HOST LICENSEE:

FOX TELEVISION STATIONS, LLC

By: 
Name: Joseph M. Di Scipio
Title: Senior Vice President, Legal & FCC Compliance

SECOND LICENSEE:

WRNN LICENSE COMPANY, LLC

By: _____
Name: _____
Title: _____

SECOND LICENSEE PARENT:

**WRNN TV ASSOCIATES LIMITED
PARTNERSHIP**

By: _____
Name: _____
Title: _____

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

HOST LICENSEE:

FOX TELEVISION STATIONS, LLC

By: _____
Name: _____
Title: _____

SECOND LICENSEE:

WRNN LICENSE COMPANY, LLC

By: Christian French
Name: Christian French
Title: Chief Operating Officer

SECOND LICENSEE PARENT:

**WRNN TV ASSOCIATES LIMITED
PARTNERSHIP**

By: Christian French
Name: Christian French
Title: Chief Operating Officer