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CHANNEL SHARING AGREEMENT

A copy of the Channel Sharing Agreement covering the instant application is attached. Certain confidential, proprietary information has been redacted from the Channel Sharing Agreement, and the schedules 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 schedules are identified below and will be made available to the Commission upon request:

Schedule 1.1 – Extension of the Term

Schedule 2.1 – Allocation of Bandwidth

Schedule 3.3 - Expenses

Unnumbered - List of Equipment in Shared Transmission Path

Execution Version

CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this "Agreement") is made as of September 29, 2017 among ION Media of Los Angeles, Inc., the immediate parent of ION Media Los Angeles License, Inc., ("Sharer") and Sunbelt Television, Inc. ("Sunbelt") and KAZN-TV Licensee LLC ("Licensee" and collectively with Sunbelt, "Sharee").

Recitals

A. This Agreement is made in respect of the following Designated Market Area ("DMA")

Los Angeles, California (the "Market").

B. Sharer owns and operates the following television broadcast station, including its primary and all multicast streams pursuant to licenses issued by the Federal Communications Commission (the "FCC"):

KPXN-TV, San Bernardino, California (FCC Facility ID #58978) ("Sharer's Station")

C. Sharee owns and operates the following television broadcast station, including its primary and all multicast streams pursuant to licenses issued by the FCC:

KILM(TV), Barstow, California (FCC Facility ID #63865) ("Sharee's Station")

D. Sharee has been designated a winning bidder for Sharee's Station in the Incentive Auction (as defined below), with a bid to surrender Sharee's Station's spectrum and cease broadcasting on a dedicated frequency.

E. Sharee will relinquish the spectrum of Sharee's Station, and Sharer and Sharee will share Sharer's Station's channel (the "Shared Channel"), which currently is licensed exclusively to ION Media Los Angeles License, Inc. (the "Host Licensee"), pursuant to licenses to be issued by the FCC.

F. Sharee's Station is eligible, in accordance with the Channel Sharing Rules (defined below), to enter into a channel sharing agreement as a "sharee" (as such term is defined in the Channel Sharing Rules) in connection with the Incentive Auction, including with respect to the right to file a construction permit as contemplated by the Channel Sharing Rules.

G. Sharer owns or operates certain assets, including the transmitter, located at 1 Mt. Harvard, Mt. Wilson, California (as it may change from time to time, the "Transmitter Site"), which Transmitter Site is leased pursuant to that certain Lease Agreement by and between Paxson Communications Corporation and Spectrasite Broadcast Towers, Inc., dated August 25, 2004, as amended by that certain First Amendment to Lease Agreement, dated as of April 6, 2005 (as modified 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 "Shared Transmission Path").

H. 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 (the "Term") will begin on the date of this Agreement and will continue for a period of two (2) years thereafter, unless extended or earlier terminated in accordance with this Agreement or by mutual agreement of the parties, or as otherwise extended as provided in *Schedule 1.1*.

1.2 Commencement of Shared Operations. The parties shall cooperate to transition Sharee's Station to the Shared Channel and the Shared Transmission Path on a mutually agreeable date determined by the parties within the time required under the Channel Sharing Rules, following FCC approval of this Agreement and issuance of the CP (as defined in Section 1.3) and after the end of the 30-day period required to notify viewers and MVPDs (such agreed

date, the "Sharing Commencement Date"). Any out-of-pocket costs reasonably necessary to modify the Shared Transmission Path for shared use under this Agreement shall be paid by Sharer.

1.3 FCC Filings.

(a) Within five (5) business days after the date of this Agreement, (i) 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 "CP") (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information) and (ii) Sharee shall transmit the required notices to viewers and MVPDs. 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 Channel Sharing License Application (as defined below)). Neither party shall take any action that would reasonably be expected to result in the dismissal of the FCC application for the CP (or the Channel Sharing License Application). All costs associated with the minor change application and the Channel Sharing License Application shall be paid by Sharer. The parties shall cooperate in good faith to prepare, submit, and prosecute any other applications with the FCC that may be necessary to implement the sharing arrangement contemplated by this Agreement, including without limitation license applications for the Shared Channel and any necessary community of license change.

(b) After grant of the CP, the parties, at Sharer's expense, shall timely make any necessary modifications to the Shared Transmission Path to comply with the CP. Within two (2) business days after the Sharing Commencement Date, Sharee shall file with the FCC and thereafter diligently prosecute a license application to cover the CP (the "Channel Sharing License Application").

1.4 Repacking. Sharer's Station is being moved to a different frequency in connection with the repacking following the Incentive Auction (the "Repacking"). Sharer shall determine any modifications needed to the Shared Transmission Path in connection with the Repacking (and be responsible for the related costs) and shall determine whether or not to acquire equipment that may not be reimbursed by the TV Broadcaster Relocation Fund (or other governmental authority).

1.5 Actions Prior to Commencement of Sharing.

(a) Sharee Access. From the date of this Agreement until the Sharing Commencement Date, Sharer shall give Sharee reasonable access, during normal business hours, on reasonable prior notice to Sharer, 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 Sharer's business, operations, broadcasts or facilities.

(b) Shared Operating Plan. From the date of this Agreement until the Sharing 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.

ARTICLE 2: CAPACITY AND FCC LICENSES

2.1 Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, from and after the Sharing 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 standard) as set forth on *Schedule 2.1*, which may be modified from time to time only by mutual written agreement of the parties, but which, at a minimum, shall provide that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one Standard Definition over-the-air program stream at all times (no less than a nominal long-range average rate of 2.0 Mb/s). 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. In such event, 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 agreed allocation of capacity.

2.2 Sublease of Spectrum Rights. Sharer shall have the right, exercisable in its sole discretion in accordance with the Communications Laws, 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, which right shall include the right to enter into a multicast affiliation agreement, a local marketing agreement, time brokerage agreement, or similar third-party arrangement with respect to the Sharer Spectrum. In no event shall Sharee sublease any portion of the capacity on the Shared Channel allocated to it pursuant to this Agreement or otherwise enter into a local marketing agreement, time brokerage agreement or similar third-party arrangement for substantially all of the time on Sharee's Station.

2.3 Encoding. In order to take advantage of a Stat Mux pool, Sharer and Sharee may implement a single common encoding pool. 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. Each of Sharer and Sharee shall make all records of such encoding available to the other upon written request during normal business hours.

2.4 Technical Changes.

(a) Mandatory Changes. In the event that the FCC requires new standards of modulation or other technical or other modifications to the operation of the Shared Transmission Path or the Shared Channel, the parties will timely make any such modifications in compliance with such requirements established by the FCC. Sharer shall be responsible for any costs to implement such modulation or technical changes. 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, subject to the conditions of Section 2.4(b).

(b) New Transmission Technologies. Sharer 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 comply with applicable FCC rules and regulations and meet generally accepted industry standards. Sharer shall be responsible for all costs associated with the ATSC 3.0 Upgrade. For the avoidance of doubt, nothing in this Section 2.4 shall effect, or otherwise be deemed to, modify, enlarge, or increase the absolute number of Mb/s allocated to Sharee in accordance with Section 2.1, unless otherwise agreed by the parties.

(c) Other Upgrades. Nothing in this Agreement is intended to prohibit either Sharer or Sharee from implementing new transmission systems or new technical standards for its station using the Shared Channel, unless any such new system or standard could reasonably be expected to: (i) adversely affect the other party's station or the Shared Channel or (ii) require the other party to make a material change in its operations, in which event the other party's consent shall be required prior to implementing such new system or standard.

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

2.6 Transmissions. Each of Sharer and Sharee shall be responsible, at its sole expense, for transmitting its station's programming in a broadcast-ready final format to the site in the Market designated by Sharer as the Sharer Station's local studio (the "Sharer Station's Local Studio"). Sharee shall deliver at its sole cost and expense its stations' programming to the Sharer Station's Local Studio by means of a fiber or other mutually agreeable link between Sharee's main studio site and such Sharer Station's Local Studio. 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.

2.7 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. 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 with all other FCC and other applicable laws with respect to its ownership and operation of its station subject to this Agreement and its use of the Shared Channel. 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. Sharer and Sharee shall comply with all laws and leases, licenses or similar agreements applicable to the Shared Transmission Path (so long as copies of such agreements are timely provided to Sharee), including the Transmission Facilities Lease.

(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 any joint fees, if any, assessed by the FCC on or with respect to the Shared Channel as allocated between the parties on a basis proportional to the capacity allocation set forth in Section 2.1.

2.8 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 Shared Transmission Path.

(a) Transmitter Site. Subject to the Transmission Facilities Lease and upon no fewer than eight (8) hours' prior notice to Sharer (except in the event of an emergency, in which event Sharee shall provide as much notice as practicable), Sharer shall provide Sharee with access to the Shared Transmission Path 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 ("Good Engineering Practices"); *provided* that (*i*) Sharer personnel shall accompany Sharee at all times during which Sharee shall have access to the Shared Transmission Path; (*ii*) Sharee shall exercise such access rights in a manner consistent with (*A*) Good Engineering Practices, in all events exercising a standard of care similar in all material respects to that of Sharer (so long as such standard is timely made known to Sharee) and (*B*) the terms and conditions of the Transmitter Facilities Lease; and (*iii*) in all events, Sharee shall refrain from taking any action that would be reasonably likely to disrupt or impair Sharer's use of the Shared Transmission Path. Sharer shall maintain the Transmission Facilities Lease in full force and effect during the Term and shall not modify such lease in any manner that affects Sharee's payment responsibilities under this Agreement without the prior written consent of Sharee. Notwithstanding any provision in this Agreement to the contrary, in no event shall any of Sharee's rights or privileges under this Agreement with respect to the Shared Transmission Path be deemed (*x*) to grant Sharee the rights of a sublessee under the Transmission Facilities Lease or (*y*) to constitute a sublease under the Transmission Facilities Lease.

(b) Shared Transmission Path. A list of material items of Shared Transmission Path 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. The Shared Transmission Path 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 Transmission Path shall remain with Sharer. The shared use under this Agreement does not constitute a conveyance of title. Sharee may use the Shared Transmission Path only in the operation of Sharee's Station and for no other purpose. Sharer shall maintain the Shared Transmission Path 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 Shared Transmission Path.

(c) 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.

(d) Operations. Sharee shall not permit to exist any lien, claim or encumbrance on the Shared Transmission Path, except with respect to transmission equipment owned separately by Sharee and that it is not part of the Shared Transmission Path. 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 Shared Transmission Path 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 Shared Transmission Path and operations from the Shared Transmission Path 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 Shared Transmission Path.

(e) Alteration to Shared Transmission Path.

(i) Sharee shall not upgrade or modify the Shared Transmission Path without the prior written consent of Sharer.

(ii) In the event Sharer wishes to make an expenditure to upgrade or replace the Shared Transmission Path or any portion thereof, Sharer 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 Sharee shall cooperate, at the Sharer's expense, 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 adversely affect the Shared Transmission Path or other operations of Sharee's Station or (B) degrade the signal of Sharee's Station.

(f) Hazardous Materials. Each of Sharer and Sharee 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.

3.2 Interference. Neither Sharer nor Sharee shall modify its respective operations in any manner that could be reasonably expected to interfere with, or otherwise impair, the other party's broadcast operations or the video quality of end-user viewers in such a way that would be perceptible to the average viewer. 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 Expenses.

(a) Operating Costs. The expenses of operating the Shared Channel and the Shared Transmission Path shall be shared by the parties as set forth on Schedule 3.3.

(b) 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 Sharer Station's Local Studio, (*ii*) all expenses related to any equipment solely owned by it and located at the Transmitter Site, and (*iii*) all of its expenses not related to the Shared Transmission Path,

including all of the expenses relating to the operation of its main studio. Sharee shall be responsible for the costs of delivering its signal to the Shared Transmission Path.

3.4 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. Each party shall be responsible for compliance with provisions of the Communications Laws pertaining to its programming, personnel, finances and regulatory reporting obligations.

(b) 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.

3.5 Surrender Upon Termination. Upon termination of this Agreement, Sharee shall reasonably promptly vacate the facilities comprising the Shared Transmission Path, remove all of its assets and employees (if any) from such site, surrender the Shared Transmission Path in substantially the same condition existing as of the date hereof (reasonable wear and tear excepted) and return to Sharer all keys and other means of entry to the Transmitter Site and the Shared Transmission Path held by Sharee.

3.6 Representations and Warranties.

(a) Organizational Matters. Each party hereto represents and warrants to the other party hereto that as of the date hereof: (*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 in which the Transmitter Site is located; (*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 FCC and other material governmental agency approvals necessary for its operations on 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 FCC license for Sharer's Station has not expired or been cancelled, *(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 Shared Transmission Path is not subject to eminent domain, condemnation or similar proceedings.

(c) Sharee Representations. Sharee represents and warrants to Sharee that: (*i*) it has obtained all FCC and other material governmental agency 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 FCC license for Sharee's Station has not expired or been cancelled.

3.7 Necessary Actions by Host Licensee. Sharer acknowledges that the FCC licenses with respect to Sharer's Station are held directly by Host Licensee, a wholly-owned subsidiary of Sharer and, accordingly, to the extent it shall be deemed necessary for Host Licensee to undertake or refrain from any action that may be contemplated by the terms and conditions of this Agreement, Sharer covenants and agrees that it shall cause Host Licensee to undertake or refrain from, as applicable, any such action.

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 Shared Transmission Path or the Shared Channel.

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 (*a*) to the extent arising from a claim against an indemnified party by a third party giving rise to a loss subject to indemnification hereunder or (*b*) in the case of personal injury, including death, and damages to tangible property caused by the gross negligence or willful misconduct of a party or its employees, agents or subcontractors, 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, INCLUDING THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 3.6, 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 5: TERMINATION AND REMEDIES

5.1 Termination. This Agreement may be terminated as follows:

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

(b) Breach. Either party may terminate this Agreement by written notice to the other party in the event of a material breach or default under this Agreement by the other party, subject to the following terms and conditions: For purposes of this Agreement, a material breach or default under this Agreement shall be defined as a breach of a material obligation of a party under this Agreement that results in a fundamental impairment of a party's ability to broadcast its programming on the Shared Channel, which is not cured within three (3) months after written notice of such failure.

(c) Loss of License. If a party's FCC license to use the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed, or otherwise terminated for any reason, then simultaneously therewith all spectrum usage rights for the full 6 MHz Shared Channel shall revert to the other party and this Agreement shall terminate. The parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the remaining licensed party to assume (and thereafter be the sole holder of) the Shared Channel and convert its FCC license to non-shared status.

(d) Termination of APA. Subject to the wind-down period contemplated in Section 5.2, below, this Agreement shall be deemed terminated upon termination of that certain Asset Purchase Agreement, by and between the parties hereto, dated as of the date hereof (the "APA") as of the effective date of such termination of the APA (the "Trigger Date"), provided that in the event that the APA is terminated pursuant to Sections 10.1(d) or 10.1(e) thereof, the Trigger Date shall be deemed to be the date immediately following the date on which the

Exercise Period (as defined on *Schedule 1.1*) has expired without the corresponding TBA Right (as defined in the CRA) having been timely exercised. For the avoidance of doubt, in the event of an Extension Event (as defined in *Schedule 1.1*), this Agreement shall not be deemed terminated pursuant to this Section 5.1(d).

(e) 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.

(f) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4, Sections 5.1(c), 5.1(d), 5.2, 6.1 and 6.2 and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

5.2 Sharee Wind-Down Period. Notwithstanding anything in Section 5.1 to the contrary, upon any termination or expiration of the APA without a closing thereunder or any other termination of this Agreement, Sharee may elect, by written notice to Sharer within ten (10) business days of the Trigger Date, to continue the Term and maintain this Agreement in full force and effect for a period of up to one hundred eighty (180) days from the Trigger Date or other effective date of termination, as applicable. During such extension, 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, provided that during such period Sharee continues to comply with the terms of this Agreement.

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. 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 with its application for the CP. This Section shall survive any termination or expiration of this Agreement.

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 Payment Deficiency. In the event that any payment (including a partial payment) due from one party to the other under this Agreement has not been timely paid in accordance with this Agreement, the party due such payment shall provide written notice of such deficiency to the other party. In the event that such payment deficiency is not cured within five (5) business days following such notice, the amount due 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 four and twenty five hundredths percent (4.5%); *provided, however*, that the foregoing shall not limit or otherwise modify any other remedies available to a party whether pursuant to this Agreement or at law or equity. This provision shall survive termination of the Agreement.

6.4 Further Assurances. Subject to the terms and conditions of this Agreement, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement.

6.5 Assignment. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. Sharer shall assign this Agreement to any assignee or transferee of Sharer's Station, and Sharer shall provide prior written notice to Sharee of any assignment of this Agreement. Except for (*a*) an assignment to Sharer at the closing of the transaction under the APA, (*b*) a mandatory assignment by Sunbelt to New Parent (as defined in the APA) pursuant to the terms and subject to the conditions of Section 11.3(b) of the APA, or (*c*) a mandatory assignment by Sunbelt to New Parent (as defined in the CRA) pursuant the terms and subject to the conditions of Section 13.3(b) of the CRA, Sharee may not assign, sublease or delegate this Agreement. Except for the foregoing with respect to New Parent (as defined in the APA), 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.

6.6 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.

6.7 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 Sharer, then to:

ION Media Networks, Inc.
810 7th Avenue
31st Floor
New York, NY 10019
Attention: Michael Hubner, General Counsel
Facsimile: (646) 597-5903

with a copy, which shall not constitute notice, to:

Paul Hastings LLP
875 15th Street, N.W.
Washington, DC 20005
Attention: Eric Dodson Greenberg, Esq.
Facsimile: (202) 551-0343

if to Sharee, then to:

Sunbelt Television, Inc.
27 William Street, Eleventh Floor
New York, NY 10005
Attention: Arthur Liu
Facsimile: (212) 966-9580

with a copy, which shall not constitute notice, to:

Wiley Rein LLP
1776 K Street, N.W.
Washington, D.C. 20006
Attention: Mark Lipp
Jessica Rosenthal
Facsimile: (202) 719-7049

6.8 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.

6.9 Governing Law; Jurisdiction. The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. Any action, suit or other proceeding arising from or relating to

this Agreement must first be brought in the U.S. District Court for the Southern District of New York, provided that, if such an action cannot be maintained in that court, then the dispute may be brought, alternatively, in the courts of the State of New York sitting in the Borough of Manhattan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

6.10 No Third Party Beneficiaries. Except with respect to Article 4, this Agreement is not intended to, and shall not, confer upon any other person, except the parties hereto, any rights or remedies hereunder.

6.11 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.

6.12 Matters Relating to Interpretation and Organization. A reference in the singular shall be deemed to include the plural and the plural shall be deemed to include the singular. A reference to one gender shall include any other gender. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references to "party" and "parties" shall be deemed references to parties to this Agreement unless the context shall otherwise require. The parties 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. Except as specifically otherwise provided in this Agreement, a reference to a Section or any Schedule is a reference to a Section or Schedule of this Agreement, and the terms "hereof," "herein," and other like terms refer to this Agreement as a whole, including the Schedules attached hereto. The terms "or" is used in its inclusive sense ("and/or"). All references to "Dollars" and "$" refer to the currency of the United States. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. "Business Day" means any day excluding Saturdays, Sundays and any day that is a legal holiday under the laws of the United States or is a day on which banking institutions located in New York, New York are authorized or required by applicable law to close.

6.13 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. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 6.13. This Agreement (including the Schedules attached hereto), together

with the other agreements and documents delivered in connection herewith or otherwise in connection with the transactions contemplated hereby and thereby, including the APA, CRA, and that certain Multicast Channel Programming Agreement by and between certain of the parties hereto and dated as of the date hereof, constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. Neither party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may be executed in separate counterparts, 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: ION MEDIA OF LOS ANGELES, INC.

By: _____
Name: Dan Hsieh
Title: Chief Innovation Officer

SHAREE: SUNBELT TELEVISION, INC.

By: _____
Name: Arthur Liu
Title: President

KAZN-TV LICENSEE LLC

By: _____
Name: Arthur Liu
Title: President

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: ION MEDIA OF LOS ANGELES, INC.

By: _____
Name:
Title:

SHAREE: SUNBELT TELEVISION, INC.

By: _____
Name: Arthur Liu
Title: President

KAZN-TV LICENSEE LLC

By: _____
Name: Arthur Liu
Title: President