

November 15, 2019

Greater Dayton Public Television, Inc. (GDPTV), licensee of noncommercial educational station WPTD(TV), Channel *35 (Virtual Channel 16), Dayton, Ohio, hereby provides its written authorization for temporary joint use of WPTD's channel by station WHIO-TV, Dayton, Ohio, licensed to Miami Valley Broadcasting Corporation (MVBC). Specifically, GDPTV agrees to broadcast the primary program service of WHIO-TV on the 16.2 program stream of WPTD on a temporary basis, pending the completion of on-going work by MVBC to construct auxiliary antenna facilities and repair the main facilities for WHIO-TV on its authorized Channel 33. GDPTV understands that MVBC contemplates that its auxiliary facilities will be completed in the next several days, and that joint use of WPTD may become unnecessary at that time. However, in the event of an unexpected outage on the WHIO-TV auxiliary antenna facilities while the main facilities are still under repair, GDPTV would intend to resume broadcasting the WHIO-TV primary program service on WPTD's 16.2 program stream until such time as the auxiliary and main facilities of WHIO-TV have been completed, subject, however, to GDPTV's own broadcast programming needs and concerns and its obligations as FCC licensee of WPTD .

By relying on this authorization, MVBC agrees to the following:

MVBC represents and warrants that the WHIO-TV primary program service to be broadcast by WPTD will comply with all applicable federal, state, and local laws, regulations and policies. Without limiting the foregoing, the WHIO-TV primary program service will not contain any material that: is obscene; will libel, slander or defame any person; or will violate, infringe upon or give rise to any adverse claim with respect to any contract right, common law right or any other right of any person or entity (including, without limitation, any copyright, trademark, literary or dramatic right, right of privacy or publicity); violate any Law; or cause GDPTV to violate any Law.

MVBC agrees to indemnify, defend, and save harmless GDPTV from loss, damage, or liability that may be caused by or arise from MVBC's breach of the foregoing representations and warranties or GDPTV's broadcast of the WHIO-TV primary program service on WPTD. MVBC also agrees to reimburse GDPTV's reasonable expenses in connection with its cooperation with MVBC relating to this matter, including but not limited to legal, engineering, signal delivery or operational expenses associated with these efforts.

Signed: _____



David Fogarty
President and CEO

Greater Dayton Public Television, Inc.