

**SECOND AMENDED AND RESTATED
CHANNEL SHARING AND LICENSE AGREEMENT**

THIS SECOND AMENDED AND RESTATED CHANNEL SHARING AND LICENSE AGREEMENT (this “*Second Amended and Restated Agreement*”) is made as of May 2, 2023, by and between the University of North Carolina d/b/a The University of North Carolina Center for Public Media (“*Host*”) and Radiant Life Ministries, Inc. (“*Sharee*”).

RECITALS

WHEREAS Host and Sharee entered into that certain Channel Sharing and License Agreement dated November 24, 2017 (the “*CSA*”); and

WHEREAS, Host is licensee of noncommercial educational television station WUNC-TV (FCC Facility ID No. 69080), licensed to Chapel Hill, North Carolina, and currently assigned by the Federal Communications Commission (“*FCC*”) to operate on Channel 20, Virtual Channel 4 (“*WUNC-TV*”), and noncommercial educational television station WUNL-TV (FCC Facility ID No. 69360), licensed to Winston-Salem, North Carolina, and currently assigned by the FCC to operate on Channel 33, Virtual Channel 26 (“*WUNL-TV*”); and

WHEREAS, Sharee is licensee of television station WLXI(TV) (FCC Facility ID No. 54452), Greensboro, North Carolina, currently assigned by the FCC to operate pursuant to the terms of the CSA as a sharee station on Channel 20, Virtual Channel 61 (“*WLXI(TV)*”), and television station WRAY-TV (FCC Facility ID No. 10133), Wake Forest, North Carolina, currently assigned by the FCC to operate pursuant to the terms of the CSA as a sharee station on Channel 20, Virtual Channel 30 (“*WRAY-TV*”); and

WHEREAS, under the terms of the CSA, including Sections 2(a) and (b), that certain letter dated July 29, 2022, from Radiant Life Ministries, Inc., to PBS NC, and that certain letter dated August 12, 2022, from PBS NC to Radiant Life Ministries, Inc., the CSA was set to expire on April 14, 2023;

WHEREAS, Host and Sharee entered into that certain First Amended and Restated Agreement (the “*First Amended and Restated CSA*”) dated April 12, 2023 (the “*Effective Date*”) to share the WUNC-TV and WUNL-TV broadcast channels (each a “*Shared Channel*” and, together, the “*Shared Channels*”) and license any and all related intellectual property rights associated with the portion of the Shared Channels used by Sharee in accordance with all existing and future FCC rules and published policies governing channel sharing agreements (collectively, the “*Channel Sharing Rules*”); and

WHEREAS, Host and Sharee now desire to amend that First Amended and Restated Agreement to update the equipment list as set forth on Schedule B and make other minor corrective amendments to the Recitals, Sections 7(a), (8)(a), (8)(b), and 11(c), and Schedule C.

NOW, THEREFORE, in consideration of the foregoing recitals and 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, agree as follows:

1. FCC Required Provisions and Auction Matters.

(a) Certain FCC Required Provisions. As required under the Channel Sharing Rules, each of Host and Sharee hereby certify that this Agreement complies with the Channel Sharing Rules, as follows:

i. This Agreement contains provisions setting forth each party's rights and responsibilities regarding:

- (1) Access to the Shared Transmission Facilities, including whether each licensee will have unrestrained access to the Shared Transmission Facilities (Section 7(c));
- (2) Allocation of bandwidth within the Shared Channels (Section 4(b));
- (3) Operation, maintenance, repair, and modification of the Transmission Facilities (Section 7), including a list of all relevant equipment (Section 7(b) and Schedule B), a description of each party's financial obligations (Section 8) and any relevant notice provisions (Sections 3 and 6(a));
- (4) Transfer/assignment of a party's FCC license for the Shared Channels, including the ability of a new FCC licensee to assume this Agreement (Section 14(c)); and
- (5) Termination of a party's FCC license for the Shared Channels, including reversion of spectrum usage rights to the remaining party to this Agreement (Section 12).

ii. This Agreement also contains provisions:

- (1) Affirming compliance with all relevant FCC Rules (Sections 4(d) and 6(c)); and
- (2) Requiring that each party shall retain spectrum usage rights adequate to ensure a sufficient amount of each Shared Channel's capacity to allow it to provide a standard definition program stream at all times (Section 4(a)).

2. Term. Unless earlier terminated in accordance with this First Amended and Restated Agreement, the term of this agreement ("**Term**") shall consist of an Initial Term and may include up to two (2) Renewal Terms.

(a) Initial Term. The initial term of this First Amended and Restated Agreement (the "**Initial Term**") shall begin on the Effective Date and shall continue for five (5) years from the date on which the WUNL-TV License Application is granted and the FCC issues to WUNL-TV a Shared Television Broadcast Station License.

(b) **Renewal Terms.** This First Amended and Restated Agreement will automatically renew for up to two (2) additional renewal terms of five (5) years each (each, a “**Renewal Term**”) unless either party gives notice to the other party, no later than ninety (90) days prior to the expiration of the Initial Term that such party does not intend for the First Amended and Restated Agreement to renew for the upcoming Renewal Term.

3. **FCC Filings and Required Notifications.** Pursuant to the requirements of the Channel Sharing Rules, the parties shall timely file the following FCC filings and required notifications, as well as such other filings and notifications that may be required by the circumstances and the Channel Sharing Rules or other FCC rules, policies and directives throughout the Term of this Agreement to maintain their licenses in good standing, implement facility modifications for the Shared Channels and otherwise implement the channel sharing arrangement contemplated by this Agreement. In connection with all such filings and notifications, Host and Sharee shall provide to the other or submit to the FCC all certifications or other information required of a Host or Sharee, and shall furnish the other with such information and assistance as the other may reasonably request. The parties shall cooperate in good faith with respect to FCC filings and required notifications, and each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC filings and required notifications. Each party shall also promptly notify and provide a copy to the other of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Neither party shall take any action that would reasonably be expected to result in the dismissal of any FCC application without the prior written approval of the other party.

(a) **Sharee CP Application.** No later than ten (10) days following the First Amended and Restated Agreement Effective Date, Sharee shall file and diligently prosecute (i) a contingent modification of license application to reflect the termination of the existing sharing arrangement with WUNC-TV, and after grant thereof, and (ii) an application for a construction permit to transition WLXI(TV)’s operations on WUNC-TV’s channel to operations on WUNL-TV’s channel (the “**Sharee CP Application**”).

(b) **License Applications.** No later than ten (10) days following FCC grant of the Sharee CP Application, and provided that all technical and notice requirements have been satisfied for WUNL-TV and WLXI(TV) to implement the First Amended and Restated Agreement and each party is ready to move forward with relocating WLXI(TV) to the WUNL-TV Shared Channel: (i) Host and Sharee shall commence WLXI(TV)’s operations on the WUNL-TV Shared Channel; (ii) contemporaneously, Sharee shall notify the Commission that WLXI(TV) has terminated operation on its former channel shared with WUNC-TV as host; (iii) contemporaneously, Sharee shall file and thereafter diligently prosecute an application for a license to cover the construction permit issued pursuant to the grant of the Sharee CP Application; (iv) contemporaneously, Host shall file and thereafter diligently prosecute an application for a modification of WUNL-TV’s license to a Shared Television Broadcast Station License with WUNL-TV as host and WLXI(TV) as sharee; and (v) Host shall file and thereafter diligently prosecute an application for a modification of WUNC-TV’s license to remove WLXI(TV) as a sharee (together, the “**License Application**”).

(c) **Notices to MVPDs.** Sharee shall timely provide any FCC-required notices to MVPDs that no longer will be required to carry WLXI(TV), or that currently carry and will continue to be obligated to carry WLXI(TV), or that will become obligated to carry WLXI(TV) as a result of its relocation to the WUNL-TV Shared Channel. Host shall cooperate with Sharee in good faith in transmitting any such required notices.

The deadlines specified in Sections 3(a)-(c) above shall be extended to the extent that Host or Sharee seek and the FCC grants extensions thereof pursuant to its established procedures and policies.

To the extent feasible, and for the avoidance of confusion or conflicts related to WLXI(TV)'s MVPD carriage rights, the parties will consider and seek to align the channel sharing changes contemplated herein so as commence operation of WLXI(TV) on the WUNL-TV Shared Channel either before the October 1, 2023 election deadline for the 2024-2026 3-year carriage cycle or as soon as possible during the fourth quarter of 2023.

4. Commitment to Channel Share/Allocation of Bandwidth.

(a) Generally. Pursuant to the Channel Sharing Rules, from and after a date and time determined by mutual agreement of the parties following the FCC's grant of the Sharee CP Application for WUNL-TV, and upon the Sharee's discontinuance of operations on WUNC-TV and grant of the Host License Application, Host shall transmit content provided by Sharee over the Shared Channels. Host and Sharee shall share each Shared Channel (or 19.39 Megabits per second ("**Mbps**") of capacity as allocated under the current ATSC 1.0 standard), as set forth in this Agreement, which may be modified from time to time by mutual written agreement of the parties but which, at a minimum, shall provide (i) 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 480i program stream (approximately 2.0 Mbps) at all times; and (ii) that, for Corporation for Public Broadcasting ("**CPB**") compliance purposes, Host must have the right to use at least one-half of the total capacity of each Shared Channel. For the avoidance of doubt the parties acknowledge and agree that, pending completion of any required MVPD notice and grant of the Sharee CP Application, Host shall continue to transmit content provided by Sharee over WUNC-TV in accordance with the provisions of the CSA. In the event that the Commission does not grant the Sharee CP Application or the Host License Application, the parties shall work cooperatively and in good faith to implement a mutually-acceptable alternative sharing arrangement. If the parties are unable to reach agreement within thirty (30) days, either party may terminate this Agreement without penalty on notice to the other party.

(b) Capacity Allocation. Subject to Section 4(a), Sharee shall be entitled to capacity of the Shared Channel sufficient to broadcast a single 480i program stream (approximately 2.0 Mbps), with priority access to available bits in the statistically multiplexed channel pool second only to the Host's primary HD program stream. The parties anticipate that the actual bandwidth necessary to deliver the required signal will fluctuate depending on the nature of the programming but will typically not exceed 5-10% of the total available bandwidth. Host shall be entitled to all other capacity of the Shared Channel, including any increased capacity above 19.39 Mbps that may be supported by the implementation of new ATSC standards or other technologies, and may set the bit rates it elects for audio, video or other ancillary data to be broadcast over its capacity on the Shared Channel. To the extent necessary to effectuate the parties' bit allocation arrangement, Host and Sharee will allocate the requisite amount of bits of the Shared Channel for the common Program and System Information Protocol ("**PSIP**") information necessary to provide the required tuning and guide information such that: (i) the bits devoted to the common requirements will be deducted proportionally from each party's bit allowance; (ii) the parties shall mutually agree to the minimum number of days of Event Information Table ("**EIT**") information to be provided; and (iii) the parties acknowledge that a number of null packets may be required for television receivers to respond properly (and the amount of required null packets shall be deducted proportionally from each party's bit allowance), and the parties shall cooperate to ensure proper reception and decoding of the signal.

(c) Statistical Multiplexing and Other Technologies. Subject to Section 4(a), and notwithstanding anything to the contrary in this Agreement, the parties agree to employ statistical multiplexing (“*Stat Mux*”), signal compression, and other dynamic spectrum usage technologies and arrangements to increase carriage capacity, improve picture quality and ensure that Host and Sharee can utilize greater capacity as required by periodic content demands for certain high-bandwidth programming.

(d) Use of Shared Capacity. Each of Host and Sharee shall have the right to use its allocated capacity on the Shared Channel in any way it sees fit, in accordance with this Agreement (subject to compliance with the Channel Sharing Rules and with the Communications Act of 1934, as amended, and the rules, regulations and written policies of the FCC and all other applicable laws). Each of Host and Sharee shall be responsible, at its sole expense, for the provision of its programming in a broadcast-ready final format to the encoding location at Host’s Master Control Site. Host shall be responsible for transmitting content provided by Sharee using the Shared Equipment. Except as provided herein, Host shall not alter the content provided by Sharee; provided, however that Host may: (i) encode, compress or modulate the content as required in order to multiplex Host and Sharee content streams using the parameters set forth in this Agreement and (ii) combine the EIT and other information into a common PSIP format for transmission as set forth in this Agreement.

(e) Encoding. Host and Sharee shall have a single encoding pool. Each of Host and Sharee shall have the right to monitor and audit the Shared Channel’s encoding system to ensure compliance with this Section 4. Each of Host and Sharee shall make all records of such encoding available to the other upon written request during normal business hours.

(f) Sharee Signal Delivery. Sharee will be responsible for and bear all costs associated with the delivery of its signal in a mutually agreeable format to the encoding location at Host’s Master Control Site. In the event that Sharee seeks to deliver its signal by microwave, such costs shall include structural and engineering analyses of the STL tower located at the Master Control Site, and any work on the STL tower necessary to add the microwave antenna.

5. ATSC 3.0 and Other New Transmission Technologies.

(a) Generally. The parties acknowledge that new transmission technologies may be developed during the Term of this Agreement. Prior to adoption or deployment of new transmission technologies for either or both of the Shared Channels, Host and Sharee shall consult with each other in good faith, and shall separately and jointly perform appropriate analyses informed by prevailing technical and business conditions. The parties agree that they shall cooperate in good faith to mutually develop, adopt, implement and deploy new transmission technologies and upgrades consistent with industry standards, and CPB and PBS requirements, provided that such development, adoption, implementation or deployment does not materially or adversely affect the other party’s broadcast service in existence at such time, and provided further that each party, to the extent required by the FCC, has secured a means to deliver an ATSC 1.0 signal in its local market or a waiver of any such requirement then in existence.

(b) ATSC 3.0. As of the Effective Date, the Shared Channels will be delivered in a digital form compliant with current ATSC 1.0 standards. In the event the Host desires to utilize the suite of standards known as ATSC 3.0 on one or both of the Shared Channels at any point during the Term, then the parties will discuss in good faith such new standard with respect to the Agreement and whether adjustments or amendments to the terms of the Agreement may be necessary or appropriate taking into

consideration the use by both parties of the additional technical feature set available under the new standard, as well as spectrum efficiencies. In the absence of agreement otherwise, Host shall be entitled to all other capacity of the Shared Channels, including any increased capacity above 19.39 Mbps that may be supported by the implementation of new ATSC standards or other technologies, above the average data utilization rate of Sharee under the ATSC 1.0 standard. In any event, the Host shall effectuate such transition in accordance with FCC rules and generally accepted industry standards by the earlier of: (i) the date by which either party is required to broadcast in ATSC 3.0 pursuant to its network affiliation or PBS agreement, respectively; or (ii) the date mandated by the FCC or Congress as the conversion deadline.

(c) Upgrade Costs and Capabilities. Unless otherwise agreed in writing, the parties agree to share equally in the costs associated with transmission system upgrades and new transmission technologies, including ATSC 3.0, and so long as the operation of the Shared Channels following such upgrades or the implementation of such technologies does not materially or adversely affect Sharee's use of its capacity allocation as specified in Section 4, Host shall be entitled to utilize any and all of the capacity and/or capabilities created by such upgrades and technologies.

6. FCC Compliance and Other Rights and Obligations.

(a) FCC Documents. Each party shall notify the other party of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby, and shall provide the other party with copies of such documents.

(b) Authorizations and Applications. Each of Host and Sharee shall maintain all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective television station in full force and effect during the Term. Neither party shall make any filing with the FCC to modify either of the Shared Channels without the prior written consent of the other party, such consent not to be conditioned, withheld or delayed unreasonably or in any manner inconsistent with this Agreement.

(c) Compliance with Law. Host shall comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of Host's Station and its use of each of the Shared Channels, and Sharee shall comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of Sharee's Stations and its use of each of the Shared Channels. Host shall be solely responsible for all content it transmits on each of the Shared Channels, and Sharee shall be solely responsible for all content it causes to be transmitted on each of the Shared Channels. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. In addition, Host and Sharee shall comply with all laws and leases, licenses or similar agreements applicable to the Transmission Facilities (the "**Transmission Facility Agreements**"). Host has provided Sharee with true and correct copies of all Transmission Facility Agreements in effect as of the date of this Agreement, and shall promptly provide Sharee with copies of all Transmission Facility Agreements entered into during the Term.

(d) Control. Consistent with FCC rules, Host shall control, supervise and direct the day-to-day operation of Host's Station (including Host's employees, programming and finances, as well as the Transmission Facilities of the Shared Channels), and Sharee shall control, supervise and direct the day-to-day operation of Sharee's Stations (including Sharee's employees, programming and finances), and nothing in this Agreement shall be deemed to affect either party's respective obligations with regard

to licensee control. Neither Host nor Sharee shall hold itself out as the licensee of the other's television station(s) using either of the Shared Channels, and nothing in this Agreement shall give either party an ownership interest in the other party's television station(s). Neither Host nor Sharee shall use the call letters of the other party's television station(s) in a false or misleading manner, or in a manner suggesting common ownership, control or association.

(e) FCC Fees. The parties acknowledge that Host and Host's Stations are exempt from certain FCC fees as of the date of this Agreement. Each of Host and Sharee shall be responsible for timely payment of all fees owed by it to the FCC, if any, with respect to its television station(s) using the Shared Channels. Each of Host and Sharee shall be responsible for fifty percent (50%) of the joint fees, if any, assessed by the FCC on the Shared Channels, provided that Host is not exempt from such joint fees. For purposes of clarity, joint fees shall include only those fees directly imposed on either or both of the Shared Channels and for which Host cannot claim noncommercial exemption, and shall not include any fees assessed by the FCC against either party or party's station on a separate and individual basis. If Host pays Sharee's portion of the joint fees imposed on the Shared Channels, Sharee shall reimburse Host within thirty (30) days after invoice for fifty percent (50%) of the joint fees imposed on the Shared Channels.

(f) Cooperation. Each of Host and Sharee shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channels or the Transmission Facilities. Neither Host nor Sharee shall take any action, or fail to take any action, which interferes with or is reasonably likely to interfere with the other party's use of capacity on the Shared Channels or the Transmission Facilities.

(g) Carriage Rights. Host shall be solely responsible for exercising must-carry rights for Host's Stations or any other right of distribution. Sharee shall be solely responsible for exercising must-carry and retransmission consent rights for Sharee's Station or any other right of distribution. Neither Host nor Sharee shall have any use, claim, or benefit of, or derive any carriage rights under or have any obligation under any carriage agreement of the other party. Based on its review of applicable FCC orders and regulations, Sharee anticipates that the Sharee's Stations will qualify for carriage by MVPDs in each of their respective markets.

7. Facilities for Shared Channels

(a) Definitions. For the purposes of this Agreement, "**Transmitter Site**" means the land and tower assets owned by Host located at either (1) 4401 Jones Ferry Road, Chapel Hill, North Carolina, or (2) 2463 Sauratown Mountain Road, Westfield, North Carolina. "**Master Control Site**" means Host's building and equipment at The Joseph and Kathleen Bryan Center, 10 UNC-TV Drive, Research Triangle Park, NC 27709. "**Transmission Facilities**" means the Master Control Site, Transmitter Site and the Shared Equipment used to generate television signals and broadcast on the Shared Channels.

(b) Shared Equipment. Host shall, at its expense, provide, own and hold title to the transmitter and other equipment necessary for channel sharing and for the simultaneous encoding and transmission of content streams on the Shared Channels that will be used by Host and Sharee in the operation of their respective television stations broadcasting on the Shared Channels ("**Shared Equipment**") (Schedule B). During the Term, Host shall (i) maintain, operate and repair the Transmission Facilities in accordance with good engineering practices customary in the television industry and shall keep Sharee reasonably informed as to all material repairs to such facilities; (ii) make

timely utility payments for the operation of the Transmission Facilities; (iii) maintain the insurance specified in Section 7(i); (iv) maintain its ownership and leasehold, as the case may be, rights in and to the Transmission Facilities (or functionally equivalent replacements thereto) in all material respects; and (v) comply with all laws applicable to the operation of the Transmission Facilities in all material respects.

(c) Access to Transmission Facilities. Sharee personnel shall have reasonable access to the Master Control Site, Transmitter Site, Transmission Facilities, Shared Equipment and Dedicated Sharee Equipment located at the Master Control Site during normal business hours and upon twelve (12) hours' notice outside of normal business hours in order to monitor, service, maintain and periodically upgrade its signal reception, control and insertion equipment, but that any installation, addition or modification of that equipment shall not be made without Host's express consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, (i) in the event of an emergency related to the Dedicated Sharee Equipment (e.g., any of the Dedicated Sharee Equipment malfunctions in any manner and requires unscheduled and unanticipated repairs), Sharee personnel shall be provided access without prior notice; and (ii) in the event of an emergency related to or a material failure of the Shared Equipment which interrupts or materially impairs the broadcast transmissions on the Shared Channels, Sharee personnel shall be provided access to the Transmission Facilities with contemporaneous consultation with Host. Sharee shall not act contrary to the terms of any lease for the Transmitter Site, permit to exist any lien, claim or encumbrance on the Transmission Facilities, make material alterations to the Transmission Facilities that affect the Shared Channels, except with mutual written consent, or interfere with the business and operation of the Host's television station or Host's use of the Transmission Facilities. Each of Host and Sharee shall comply in all material respects with all federal, state and local laws applicable to its operations from the Transmission Facilities.

(d) Modifications to Implement Channel Sharing. The parties shall mutually agree upon and implement modifications to the Transmission Facilities, in order to accommodate the insertion of multiple program streams on the Shared Channels, as summarized on Schedule C.

(e) Exclusive Equipment. Each of Host and Sharee shall provide, install, maintain, repair and replace any equipment owned solely by it that is not Shared Equipment but is located at the Master Control Site, and/or Transmitter Site, including, for Sharee, all equipment dedicated to the sole use of Sharee ("***Dedicated Sharee Equipment***"), in accordance with good engineering practices customary in the broadcasting industry. Title to all such equipment solely owned by Host or Sharee shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment.

(f) Contractors. All contractors and subcontractors of each of Host and Sharee who perform any service for such party at or on the Master Control Site, Transmitter Site or any other Transmission Facilities 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 Master Control Site, Transmitter Site or such other Transmission Facility is located.

(g) Hazardous Materials. Each of Host and Sharee shall (i) comply in all material respects with all environmental laws applicable to its operations from the Master Control Site, Transmitter Site and any other Transmission Facilities, (ii) not cause or permit the release of any hazardous materials on, to or from the Master Control Site, Transmitter Site or any other Transmission Facilities in violation of any applicable environmental laws, (iii) not take any action that would subject the Master Control Site, Transmitter Site or any other Transmission Facilities to new or additional permit requirements for storage, treatment or disposal of hazardous materials, and (iv) not dispose of hazardous

materials on the Master Control Site, Transmitter Site or any other Transmission Facilities except in compliance with applicable law.

(h) Termination. Within thirty (30) days after the end of the Term (or upon any earlier termination of this Agreement), Sharee shall vacate the Master Control Site, Transmitter Site and any other Transmission Facilities, remove all of its respective assets, equipment and employees (if any), surrender the Shared Equipment in substantially the same condition existing on the date of commencement of the Term (reasonable wear and tear excepted), and return all keys and other means of entry to Host.

(i) Insurance.

(i) Host's Insurance. Host, at its own expense, shall maintain insurance covering the Transmission Facilities at a customary level and in accordance with past practice, acknowledging that Host's insurance requirements are subject to North Carolina statutory and administrative self-insurance provisions and procedures, and restricted to coverage provided by or through the North Carolina Department of Insurance. PBS NC is a self-insured agency of the State of North Carolina, for both property and tort liability. Property is insured through a fund with the State of North Carolina Department of Insurance. The North Carolina Tort Claims Act, The Defense of State Employees Act, and the Excess Liability Policy, which is administered through the North Carolina Department of Insurance, determine tort liability for its employees and agents. *See* Article 31A of Chapter 143, §143-300.2 through §143-300.8, and Article 31 of Chapter 143, §143-291 through §143-300.2.

(ii) Sharee's Insurance. Sharee, at its own expense, shall maintain insurance covering its access to and work on the Transmission Facilities and its Dedicated Sharee Equipment at a customary level and in accordance with past practice. Without limiting the foregoing, Sharee shall maintain general liability and comprehensive errors and omissions insurance (including coverage for libel/slander, invasion of privacy, copyright, trademark and service mark infringement, and violations of rights of privacy and publicity) covering production and broadcast of its television programming. All such insurance policies shall contain a standard loss payable clause and shall be endorsed to provide that, with respect to the interests of Host, that (a) Sharee's general liability and errors and omissions insurance policies shall include Host and its officers and directors as an additional insureds for the acts and omissions of Sharee, and (b) 30 days' prior written notice of any cancellation or reduction of coverage or limit shall be given to Host.

(j) Interference. Host shall be responsible for operating the Transmission Facilities in accordance with all applicable laws and regulations. The parties shall use commercially reasonable efforts to avoid interference between their respective operations and shall promptly resolve any interference that arises in connection with such operation. Neither Sharee nor Host shall modify their 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. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and take all commercially reasonable steps to correct such interference in all material respects within two (2) business days. Neither party shall have the right to alter the Transmission Facilities in such a way that would materially alter Host's Station's or Sharee's Stations coverage areas without the other party's prior written consent, such consent not to be unreasonably conditioned, withheld or delayed.

(k) **Cooperation.** In the event it is necessary for Host to reduce, limit or temporarily cease operations of either of the Shared Channels, the Shared Equipment or its own equipment or any other Transmission Facilities so that Host or Sharee may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Master Control Site, Transmitter Site or any other Transmission Facilities, the parties shall cooperate in a commercially reasonable manner. Host may temporarily reduce, limit or cease use of the Shared Equipment, either or both of the Shared Channels or its own equipment located at the Master Control, Transmitter Site or any other Transmission Facilities; provided that Host takes all reasonable steps to minimize the amount of time the Shared Channel(s) shall cease operations or operate with reduced facilities and that Host shall take all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time convenient to the parties. Except as may be required in the event of an emergency, neither party shall have the right to temporarily reduce or suspend the broadcast service of the other party without the prior consent of such other party (which consent shall not be unreasonably conditioned, withheld or delayed) if such temporary reduction or suspension requires prior approval of the FCC.

(l) **Technical Failures.** In the event that the Transmission Facilities suffer a failure, such that the Transmission Facilities must temporarily cease broadcasting or operate at reduced power levels, Host shall promptly notify Sharee and use commercially reasonable efforts, consistent with good engineering practices customary in the television industry, to repair the Transmission Facilities to return the Shared Channel(s) as quickly as practicable to operations at its full authorized power. Host shall not have any liability to Sharee for loss of revenue or other damages resulting from any work under Section 7(k) or technical failure under this Section 7(l).

(m) **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, government or court action, failure of facilities or act of God.

8. **Payments and Costs**

(a) **Royalty Fees.** In consideration of Host's sharing of capacity on the Shared Channel(s) with Sharee, Sharee shall pay to Host a Royalty Fee in the amount specified on Schedule A. The Royalty Fee shall be payable in advance on a quarterly basis no later than the first business day of the quarter to which the fee applies. The first quarterly Royalty Fee is due April 15, 2023, and successive payments are due July 15, October 15, and January 15 (or, in each case, the first business day thereafter) during the term. All Royalty Fee payments shall be made by wire transfer to an account designated by Host from time to time.

(b) **Equipment Fund.** Upon execution of this First Amended and Restated Agreement, Sharee shall pay to Host the amount specified in Schedule A which shall be used to defray costs associated with integrating Sharee's programming into the WUNL-TV signal.

(c) **Operating Costs.** Host shall pay all costs of operating the Transmission Facilities and transmitting the parties' signals on the Shared Channels.

(e) **Sole Costs.** Each of Host and Sharee shall be solely responsible for its own insurance costs for the Transmission Facilities, its own costs for any necessary fiber or microwave link between its station's studio site and the Master Control Site, any capital expenses related solely to its own television station's use of its associated Shared Channel, all expenses related to any equipment

solely owned by it and located at the Master Control Site and/or Transmitter Site, and all of its own expenses not directly related to the Transmission Facilities.

9. Representations and Warranties. Each party hereto represents and warrants to the other party hereto that, as of the Effective Date: (a) it is duly organized and validly existing under the laws of its jurisdiction of formation; (b) 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; (c) 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; (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; (e) it has obtained all material licenses, approvals and authorizations of the FCC and any other governmental agency necessary for its operations on its television station; and (f) its ownership and operation of its station complies with the FCC rules, regulations and published policies and applicable laws in all material respects.

10. Indemnification.

(a) General Indemnification. Host, only to the extent and in the manner permitted by North Carolina law (see Section 11(c) below), and Sharee shall each indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all loss, liability, cost and expense, including reasonable attorneys' fees ("*Losses*") arising from any Third Party Claim relating to (i) any breach of or default under any representation, warranty, covenant or other term of this Agreement by the indemnifying party; or (ii) any violation of applicable law or regulation by the indemnifying party.

(b) Specific Indemnification. Without limiting the terms of Section 10(a), Sharee shall indemnify, defend and hold Host harmless from and against, and compensate and reimburse Host for, any and all Losses arising from any Third Party Claim relating to the termination by Sharee of its current transmitter site lease(s). Host, only to the extent and in the manner permitted by North Carolina law (see Section 11(c) below), shall indemnify, defend and hold Sharee harmless from and against, and compensate and reimburse Sharee for, any and all Losses arising from any Third Party Claim relating to Host's ownership or operation of the Transmission Facilities, including Host's obligations under any leases for the Transmitter Site.

(c) Programming Indemnification. Without limiting the terms of Sections 10(a) or 10(b), Host, only to the extent and in the manner permitted by North Carolina law (see Section 11(c) below), and Sharee shall each indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all Losses arising from any Third Party Claim relating to the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including 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.

(d) Indemnification Procedures and Claims Settlement. The party seeking indemnification hereunder will (i) give the indemnifying party notice of the direct claim or Third Party Claim, (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of any Third Party Claim, and (iii) give the indemnifying party the right to control the defense and settlement of any such Third Party Claim, except that the indemnifying party shall not enter into any settlement without the indemnified party's prior written consent (unless such settlement involves

monetary damages only, the full cost of which is paid by the indemnifying party). The indemnified party shall have no authority to settle any Third Party Claim on behalf of the indemnifying party without the prior written consent of the indemnifying party. Notwithstanding any other provision hereof, the indemnifying party shall not, without the prior written consent of the indemnified party, enter into any settlement of a Third Party Claim that does not include as an unconditional term thereof the giving by the person or entity asserting such Third Party Claim to all indemnified parties of an unconditional release from all liability with respect to such Third Party Claim.

11. Limitations of Liability.

(a) Limitations. EXCEPT AS PROVIDED IN SECTION 11(b), IN NO EVENT SHALL EITHER 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, SPECIAL, INDIRECT 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 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.

(b) Exceptions. Notwithstanding anything contained herein to the contrary, the limitations of liability contained in Section 11(a) shall not apply to (i) either party's indemnification obligations under Section 10; and (ii) personal injury, including death, and damage to tangible property caused by the willful or intentional acts of a party or its employees, agents, or subcontractors.

(c) Limitations Applicable to State Entity. Notwithstanding any other provision hereof, as to Host, the parties acknowledge: (x) the University of North Carolina Center for Public Media (PBS NC) will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement only to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of PBS NC, its officers, or employees; (y) protection and disclosure of information is governed by the requirements of the North Carolina Public Records Act and the North Carolina Trade Secrets Protection Act, and the parties will comply with those requirements to protect their confidential information; and (z) nothing shall act to limit the statutory rights, responsibilities, or obligations of the Governor or the Attorney General of the State of North Carolina, including exclusive rights regarding representation and settlement of claims, and nothing shall act to impose obligations on PBS NC for jurisdiction or venue outside North Carolina, waiver of jury trial, acceptance of injunctive relief provisions, or obligations for costs and attorney fees unless ordered by a court of competent jurisdiction.

12. Default and Remedies

(a) Breach by Sharee. In the event of a breach of or default under this Agreement (other than a failure to make timely payment under Sections 5(c) or 8(a)) by Sharee in any material respect which is not cured within thirty (30) days after a written notice of breach or default, Host may submit the dispute for resolution pursuant to Section 13(c); provided that Host shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 13(b). Following any such proceeding, if Sharee is found to be in material breach of the Agreement, Sharee shall have an

additional thirty (30) days to cure its breach, and if no such cure is made, Host may terminate this Agreement by written notice to Sharee. Such notice of termination shall not take effect for a period of 180 days in order for Sharee to make the appropriate filings with the FCC and/or make alternative channel sharing arrangements with a third party. During such 180-day wind-down period, Host shall continue to transmit content provided by Sharee using the Transmission Facilities. At the end of the 180-day wind-down period, this Agreement and the channels sharing arrangement contemplated herein shall terminate, and Host shall have no further obligations to Sharee. In the event of a failure by Sharee to make payment under Sections 5(c) or 8(a), which default is not cured within thirty (30) days after a written notice of breach or default, Host may also terminate this Agreement by written notice to Sharee, and such notice of termination shall take effect on such date specified by Host in such notice, which may be effective immediately.

(b) Breach by Host. In the event of a breach of or default under this Agreement by Host in any material respect which is not cured within thirty (30) days after a written notice of a breach or default, Sharee may submit the dispute for resolution pursuant to Section 13(c); provided that Sharee shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 13(b). Following any such proceeding, if Host is found to be in material breach of the Agreement, Host shall have an additional thirty (30) days to cure its breach, and if no such cure is made, Sharee may terminate this Agreement by written notice to Host, which termination shall be effective on a date, selected at Sharee's sole discretion, up to 180 days after the date of the termination notice. During such period, Host shall continue to transmit content using the Transmission Facilities, provided that Sharee has timely made, and continues timely to make, all payments to Host as may be required by this Agreement. Notwithstanding anything to the contrary herein, in the event of a material breach of or a material default under this Agreement by Host that relates to (i) Host's failure to share either of the Shared Channels with Sharee or (ii) Host's failure to transmit content provided to Host by Sharee as required by this Agreement, in addition to any remedies it may have at law, in equity or under this Agreement, Sharee shall have the right to access the Transmission Facilities and take all reasonable measures to transmit its content on the Shared Channels and to maintain Sharee's FCC license, provided that Sharee shall transmit content provided by Host using the Transmission Facilities and further provided that Sharee's access to the Transmission Facilities shall not impair Host's access to the Transmission Facilities or otherwise impair Host's spectrum allocation and usage rights under this Agreement.

(c) Other Termination. In the event this Agreement is terminated following the Agreement Commencement Date for any reason other than by Host for cause pursuant to Section 12(a) or by Sharee for cause pursuant to Section 12(b), to the extent permissible under applicable law, Host shall permit Sharee to continue to share spectrum with Host as provided in Section 4, and Host shall continue to provide the access and services set forth in Section 7, for a period of 180 days after such termination; provided that Sharee continues to comply with the terms of this Agreement, including all terms requiring payment to Host.

(d) Loss of License.

(i) Loss of License Prior to Channel Sharing. This Agreement shall terminate automatically if the FCC authorization(s) to operate either Host's Station or Sharee's Stations is revoked, relinquished, withdrawn, rescinded, canceled or not renewed prior to the Agreement Commencement Date.

(ii) Loss of Host's License After Channel Sharing Has Commenced. After the Agreement Commencement Date, this Agreement shall terminate automatically if the FCC licenses of Host's stations WUNC-TV and WUNL-TV (or Host's FCC authorizations to operate on the Shared Channels) are revoked, relinquished, surrendered, withdrawn, rescinded, canceled, or not renewed (and the FCC orders providing for such actions are Final Orders). In such event the parties, acting in good faith, may negotiate the sale to Sharee of the Shared Equipment and/or the Transmitter Site at fair market value, free and clear of liens, claims and encumbrances. In such event, Host and Sharee shall cooperate in good faith to effectuate such sale and conveyance of assets as promptly as practicable. For purposes of this Agreement, "**Final Order**" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for a stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(iii) Loss of Sharee's License After Channel Sharing Has Commenced. After the Agreement Commencement Date, this Agreement shall terminate automatically if the FCC license of Sharee's Stations (or Sharee's FCC authorizations to operate on the Shared Channels) are revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed and the FCC orders providing for such actions are Final Orders. In such event, notwithstanding such termination, the shared spectrum rights shall revert to Host (subject to FCC approval) and Host may file an application with the FCC to change its authorizations for use of the Shared Channels to non-shared status and acquire the spectrum usage rights of Sharee. In such event, the parties, acting in good faith, may negotiate the sale to Host of Sharee Dedicated Equipment (if desired by Host), at fair market value, free and clear of liens, claims and encumbrances. In such event, Host and Sharee shall cooperate in good faith to effectuate such sale and conveyance of assets as promptly as practicable. The provisions of this subsection 12(d)(iii) governing shared spectrum right reversion, Host's right to file an application with the FCC to modify its authorizations to non-shared status and to acquire the spectrum usage rights of Sharee, and the negotiation of the sale and conveyance of assets, apply with equal force in the event either of Sharee's Stations (or of Sharee's FCC authorizations to operate on the Shared Channels) is revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed and the FCC order providing for such action is a Final Order.

(e) Bankruptcy. Either party may terminate this Agreement for cause by written notice to the other party if a party (i) terminates its business activities or becomes insolvent, (ii) admits in writing to an inability to pay its debts as they mature, (iii) makes an assignment for the benefit of creditors, or (iv) becomes subject to direct control of a trustee, receiver or similar authority. Notwithstanding anything to the contrary herein, in the event any of the foregoing shall occur, or be reasonably likely to occur, and impairs, or may be reasonably likely to impair, Host's ability to fulfill its obligations hereunder (including, without limitation, its obligation to share the Shared Channels with Sharee and to transmit content provided to Host by Sharee as required by this Agreement), in addition to any remedies it may have at law, in equity or under this Agreement, Sharee shall have the right to access the Transmission Facilities and take all reasonable measures to transmit such content on the Shared Channels and to maintain Sharee's FCC license, provided that Sharee shall to transmit content provided by Host using the Transmission Facilities and further provided that Sharee's access to the Transmission Facilities shall not impair Host's access to the Transmission Facilities or otherwise impair Host's spectrum allocation and usage rights under this Agreement.

(f) Effect of Termination or Expiration of Agreement. In the event that the Agreement is terminated pursuant to the procedures set forth in this Agreement, or upon expiration of the Agreement, the shared spectrum usage rights will revert to the Host, subject to FCC approval if necessary, and Host may submit an application to the FCC to change its authorizations for use of the Shared Channels each to non-shared status.

(g) 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, Sections 7(b), 10, 11, 12, and 13 and all other provisions related to obligations to pay expenses shall survive any termination of this Agreement.

13. Dispute Resolution

(a) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without giving effect to the choice of law or conflict of law provisions thereof.

(b) Issue Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties hereto shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties through consultations among their respective senior executives. If the issue remains unresolved within a period of sixty (60) days, the dispute may be submitted to mediation on agreement of the parties; otherwise, the either party may invoke dispute resolution under Section 13(c).

(c) Forum for Disputes; Waiver of Jury Trial; Attorneys' Fees. The parties hereto submit to the exclusive jurisdiction of the state and federal courts located in the State of North Carolina, Wake County, in the United States of America, for the purpose of resolving any dispute relating to the subject matter of this Agreement or the relationship between the parties pursuant to this Agreement.

(d) Preliminary Relief; Remedies; Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to seek an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement and/or compliance of this Agreement by a decree of specific performance. The prevailing party in an action or proceeding brought to enforce the performance or compliance of any provision of this agreement may recover reasonable attorneys' fees from the non-prevailing party in the court's discretion.

14. General Provisions

(a) Confidentiality. Subject to the requirements of applicable law or as otherwise agreed upon by the parties, all non-public information regarding Host and Sharee and their respective businesses and properties that is disclosed in connection with the negotiation, execution or performance of this Agreement (including any financial information) shall be confidential and shall not be disclosed to any other person or entity, except that such information may be disclosed to either party's respective lenders, counsel, accountants, governing boards, and other representatives and principals assisting the parties (as the case may be) who will be bound by the confidentiality imposed herein, or as required by subpoena or other legal process. This section shall survive any termination or expiration of this Agreement.

(b) Information.

(i) Each party shall provide the other party with copies of any FCC notice of violation or notice of apparent liability, or any other notice from any governmental entity, that it receives with respect to the technical operations of its station.

(ii) If either party becomes subject to litigation or similar proceedings before the FCC (including without limitation 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 or its television station using or proposed to be using either of the Shared Channels, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

(iii) If either party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it, 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 either of the Shared Channels, or it makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

(c) Assignment.

(i) Neither party may assign, delegate, sublicense or otherwise transfer this Agreement, or any portion thereof, without first obtaining the other party's prior written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Subject to Section 14(c)(ii) below governing the division of rights in the event of the sale or assignment of substantially all of the assets of either one of WLXI(TV) or WRAY-TV, but not both, the terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and upon any such succession or assignment, the successor or transferee shall be deemed to be a party to this Agreement in substitution for the assigning or transferring party, whereupon the assigning or transferring party shall cease to be a party to this Agreement and shall cease to have any rights or obligations under this Agreement. No assignment, delegation or other transfer shall relieve any party of any obligation or liability under this Agreement prior to the date of such assignment, delegation or transfer. 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.

(ii) In the event that Sharee enters into a transaction involving sale or assignment of all or substantially all of the assets of either WLXI(TV) or WRAY-TV, but not both, to a third party which is subject to a "long-form" assignment or transfer of control application filed with the FCC and PBS NC is willing to grant consent to the assignment of the relevant portion of this Agreement under subsection (i) above, Host and Sharee agree to modify this Channel Sharing Agreement to provide for separation of the rights, duties and obligations of the parties, so that the assigned/purchased station will be excluded from future coverage under this Agreement and instead will be set forth in a separate agreement between PBS NC and the assignee.

(iii) In the event that Sharee enters into a transaction involving sale or assignment of all or substantially all of the assets of either WLXI(TV) or WRAY-TV, or both, to a third party which is subject to a "long-form" assignment or transfer of control application filed with the FCC

and PBS NC is unwilling to grant consent to the assignment of this Agreement under subsection (i) as to either WLXI(TV) or WRAY-TV, Sharee shall have a one-time right to terminate the Agreement as to the station that Host has withheld consent to assignment exercisable by Sharee giving thirty (30) days written notice. If Sharee exercises the foregoing one-time right to terminate the Agreement as to the station that Host has withheld consent to assignment, Sharee shall have no further obligation for payment of the Royalty Fee after the 180-day period for post-termination continued shared spectrum operations pursuant to Section 12(c) hereof provided that Sharee shall pay a fee (the "**Cancellation Fee**") equal to 50% of the prorated portion of the Royalty Fee (prorated for the period from the expiration of the 180-day post-termination transition period to the end of the then-applicable term) applicable to the terminated station, which Cancellation Fee the Parties agree does not and shall not constitute a penalty and instead constitutes a reasonable estimate of Host's probable loss due to such early termination given that it would be difficult or impossible to accurately estimate such loss.

(d) Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules of the FCC. If any provision of this Agreement is deemed invalid or unenforceable to any extent by any court of competent jurisdiction or the FCC, the remainder of this Agreement and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability shall change the basic economic positions of the parties, then the parties shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with such court or FCC decision.

(e) Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery 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 Host:

David Crabtree
CEO and General Manager, PBS NC
10 UNC-TV Drive
PO Box 14900
Research Triangle Park, NC 27709-4900

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

Jessica Floyd, Esq.
General Counsel, PBS NC
10 UNC-TV Drive
PO Box 14900
Research Triangle Park, NC 27709-4900

if to Sharee:

Michael Daly
VP-Legal, Radiant Life Ministries, Inc.
TCT Television Network

11717 Route 37
Marion, Illinois 62959 USA

with copies to (which shall not constitute notice) to:

Joseph C. Chautin III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandleville, LA 70471

(f) Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon the parties.

(g) Press Release. Neither Party shall not issue any press releases or other public announcement or materials regarding this Agreement without the prior written consent of the other Party in each instance; provided, however, nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution, delivery and performance of this Agreement.

(h) Amendment, Construction; Entire Agreement; Counterparts. 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. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement. This Agreement, together with the attached Schedules, constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in counterparts, and once signed, any reproduction of this Agreement made by reliable means (for example, .pdf or .TIFF format), will be considered an original, and all of which together constitute one and the same 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 instrument and shall be treated as an original signature for all purposes.

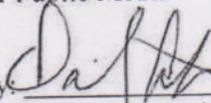
[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

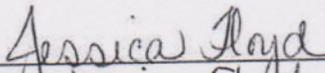
IN WITNESS WHEREOF, the parties have duly executed this Channel Sharing and Facilities Agreement as of the date first set forth above.

HOST:

THE UNIVERSITY OF NORTH CAROLINA
d/b/a The University of North Carolina Center
for Public Media

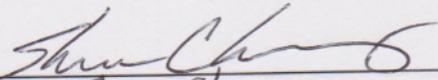
By: 
Name: David Crabtree
Title: CEO and General Manager

Reviewed as to form:

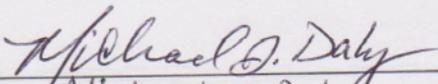
By: 
Name: Jessica Floyd
Title: General Counsel

SHAREE:

RADIANT LIFE MINISTRIES, INC.

By: 
Name: Shane Chaney
Title: CFO

Reviewed as to form:

By: 
Name: Michael J. Daly
Title: VP - Legal and Regulatory Affairs

CONFIDENTIAL

SCHEDULE A

Yearly Fees

For years 1-5: \$ _____ per channel per year (total of \$ _____ per year for two channels).

For years 6-10: An amount equal to \$ _____ per channel per year increased, as of the anniversary of the Effective Date, by the prime rate of interest as announced or published in *The Wall Street Journal* plus two percent. If the *Wall Street Journal* ceases publication of its prime rate of interest, the prime rate of Bank of America, N.A. as of the applicable date shall be used instead. For clarity, the increase is applicable to the first year of the renewal term and payable at that rate for the renewal term.

For years 11-15: An amount equal to the fee for years 6-10 increased, as of the anniversary of the Effective Date, by the prime rate of interest as announced or published in *The Wall Street Journal* plus two percent. If the *Wall Street Journal* ceases publication of its prime rate of interest, the prime rate of Bank of America, N.A. as of the applicable date shall be used instead. For clarity, the increase is applicable to the first year of the renewal term and payable at that rate for the renewal term.

Equipment Fund

Sharee shall pay Host \$ _____ to defray costs associated with integrating Sharee's programming into the WUNL-TV signal ("*Equipment Fund*").

SCHEDULE B

Shared Transmission Facilities

I.

WUNC-TV Chapel Hill, North Carolina

1. TOWER STRUCTURE

1.1. Main Tower structure

Make - Kline

Model - 1294' guyed

ASR# 1014574

1.2. Tower lighting – Flash Technology – Dual mode strobe

2. ANTENNA

2.1. Main Antenna

Make – Radio Frequency Systems (RFS)

Model – SAA22-ATW_CX-E300-ET6R-20

Antenna FCC ID – 1006990

2.2. Standby Antenna

Make – Radio Frequency Systems (RFS)

Model – SAA18-ATW_CX-G200-ES6R-20

Antenna FCC ID – 1005543

3. TRANSMISSION LINE

3.1. Main Transmission line

Make – Dielectric

Model – 6 1/8" Digit EHT

Year Installed – 2001

3.2. Standby Transmission line

Make – Dielectric

Model – 6 1/8" 19-1/2' sections

Year Installed – 2009 (used – original manufactured 2001)

4. TRANSMITTER

4.1. Main Transmitter

Make – GatesAir

Model – Maxiva™ ULXTE-120

Year Installed – 2019

4.2. Auxiliary Transmitter

Make – GatesAir

Model – Maxiva™ ULXTE-20

Year Installed – 2019

5. TRANSMITTER EXCITERS
 - 5.1. Main Transmitter - Exciters
 - Make – GatesAir
 - Model – Maxiva™ XTE
 - Year Installed – 2019
 - 5.2. Auxiliary Transmitter - Exciters
 - Make – GatesAir
 - Model – Maxiva™ XTE
 - Year Installed – 2019

6. STL MICROWAVE
 - 6.1. Primary STL
 - Make – Alcatel Networks
 - Model – MDR-8607
 - Year Installed – 2003

 - 6.2. Secondary STL
 - Make – Alcatel Networks
 - Model – MDR-8606
 - Year Installed – 2003

 - 6.3. Tertiary STL
 - Make – Alcatel Networks
 - Model – MDR-8606
 - Year Installed – 2003

II.

WUNL-TV Winston-Salem, North Carolina

1. TOWER STRUCTURE
 - 1.1. Main Tower structure
 - Make - Radian
 - Model - 357' guyed
 - ASR# 1014577

 - 1.2. Tower lighting – TWR – Dual mode LED

2. ANTENNA
 - 2.1. Main Antenna
 - Make – Radio Frequency Systems (RFS)
 - Model – SAA28-ATW_WC-E400-ET6R-33
 - Antenna FCC ID – 1007297

- 2.2. Standby Antenna
 - Make – Radio Frequency Systems (RFS)
 - Model – SAA12-ATW_WC-G300-ES6R-33
 - Antenna FCC ID – 1005546

- 3. TRANSMISSION LINE
 - 3.1. Main Transmission line
 - Make – Myat
 - Model – 6-1/8” Rigid 19-1/2’ sections
 - Year Installed – 2020

 - 3.2. Standby Transmission line
 - Make – Myat
 - Model – 6-1/8” Rigid 19-1/2’ sections
 - Year Installed – 2019

- 4. TRANSMITTER
 - 4.1. Main Transmitter
 - Make – GatesAir
 - Model – Maxiva™ ULXTE-80
 - Year Installed – 2019

 - 4.2. Auxiliary Transmitter
 - Make – GatesAir
 - Model – Maxiva™ ULXTE-20
 - Year Installed – 2019

- 5. TRANSMITTER EXCITERS
 - 5.1. Main Transmitter - Exciters
 - Make – GatesAir
 - Model – Maxiva™ XTE
 - Year Installed – 2019

 - 5.2. Auxiliary Transmitter - Exciters
 - Make – GatesAir
 - Model – Maxiva™ XTE
 - Year Installed – 2019

- 6. STL MICROWAVE
 - 6.1. Primary STL
 - Make – Alcatel Networks
 - Model – MDR-8607
 - Year Installed – 2003

III.
Program Content Processing

1. COMPRESSION EQUIPMENT

- 1.1. Main Encoder
 - Make – Evertz
 - Model – 3480TXE
 - Year Installed – 2017
- 1.2. Backup Encoder
 - Make – Harmonic
 - Model – Electra 9244
 - Year Installed – 2014

2. PSIP GENERATION

- 2.1. Main PSIP Generator
 - Make – Triveni
 - Model – GuideBuilder 5
 - Year Installed – 2017
- 2.2. Backup PSIP Generator
 - Make – Triveni
 - Model – GuideBuilder 5
 - Year Installed – 2014

3. EAS

- 3.1. Main Digital Alert System
 - Make – Monroe Electronics
 - Model – DASDEC-1F
 - Year Installed – 2017

4. AUDIO Processing

- 4.1. Audio will be processed compliant to Calm Act and the latest Audio Curves.

III.
Program Content Processing

5. COMPRESSION EQUIPMENT

- 5.1. Main Encoder
 - Make – Evertz
 - Model – 3480TXE
 - Year Installed – 2017
- 5.2. Backup Encoder
 - Make – Harmonic
 - Model – Electra 9244
 - Year Installed – 2014

6. PSIP GENERATION

- 6.1. Main PSIP Generator
 - Make – Triveni
 - Model – GuideBuilder 5
 - Year Installed – 2017
- 6.2. Backup PSIP Generator
 - Make – Triveni
 - Model – GuideBuilder 5
 - Year Installed – 2014

7. EAS

- 7.1. Main Digital Alert System
 - Make – Monroe Electronics
 - Model – DASDEC-1F
 - Year Installed – 2017

8. AUDIO Processing

- 8.1. Audio will be processed compliant to Calm Act and the latest Audio Curves.

SCHEDULE C

Channel Sharing Implementation

The modifications to implement channel sharing will include modifications to the existing Evertz 3480 Media Exchange Platform to include the encoding of the Sharee's program service at the Master Control Site. Configuration changes will also be made to the existing Harmonic Electra 9244 encoding platform to accommodate the Sharee's program service in that backup system. Appropriate changes will also be made to the existing TriveniGuideBuilder platforms to allow the systems to generate the necessary PSIP data as outlined in other sections of this document. Also, appropriate configuration changes will be made in the Nevion transport stream processing equipment at each transmitter site in allow for proper operations for both the Host and Sharee.

Anticipated core equipment to implement the solution described above include the following:

- 2 — Evertz 3480 TXE w/ minimum 4 video inputs with distributed statistical multiplexing capabilities
- 2 — Evertz 3480 TXE w/ minimum 1 video input with distributed statistical multiplexing capabilities
- 5 — Evertz 7800 series video distribution amplifiers or equivalent
- 2 — Guidebuilder 5 major channel license add-ons