

Form 2100, Schedule A – Modification of a Licensed Facility for DTV Application

CHANNEL SHARING AGREEMENT

A copy of the Channel Sharing Agreement covering the instant application is attached. Certain confidential, proprietary information (including reference to a licensee that is no longer a party to the agreement) 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 1.2 – Sharee's Modification Expenses

Schedule 2.1 – Capacity Allocation

Schedule 3.1 – Shared Equipment

Schedule 3.4 – Expenses

CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “Agreement”) is made as of August 29, 2017 between Nexstar Broadcasting, Inc., with respect to its television station WHTM-TV, Harrisburg, PA (“Sharer”), and NRJ TV RL OpCo, LLC and NRJ TV RL License Co., LLC, with respect to its television station WGCB-TV, Red Lion, PA (collectively “Sharee”).

Recitals

A. Sharer owns and operates the following television broadcast station, including its primary and all multicast streams (“Sharer’s Station”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

WHTM-TV, Harrisburg, PA (FCC Facility ID #72326)

B. Sharee owns and operates the following television broadcast station, including its primary and all multicast streams (“Sharee’s Station”) pursuant to licenses issued by the FCC:

WGCB-TV, Red Lion, PA (FCC Facility ID #55350)

C. Sharee is relinquishing 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 Sharer, pursuant to licenses issued by the FCC to Sharer and Sharee.

D. Sharer owns the transmitter tower located at Tower Road on Blue Mountain, Summerdale, PA (the “Transmitter Site”) and other equipment at such site necessary for channel sharing that will be used by Sharer and Sharee in the operation of their respective stations broadcasting on the Shared Channel (the “Shared Equipment,” and together with the Transmitter Site, the “Transmission Facilities”).

E. Sharer and Sharee desire to enter into an agreement that is in accordance with 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 Action 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 will begin on the date of commencement of shared operations as set forth in Section 1.2 and will continue for one year from such date (the “Initial Term”), unless earlier terminated in accordance with this Agreement. Provided Sharee is not in breach of this Agreement beyond any applicable notice and cure period, the term of this Agreement may be extended for one year (the “Renewal Term, and collectively with the Initial Term, the “Term”). Sharee must notify Sharer of its election to renew the Term for the Renewal Term at least 120 days prior to the expiration of the Initial Term. Sharer will notify Sharee at least 90 days prior to the expiration of the Initial Term if Sharer agrees to the Renewal Term. In the event that Sharer does not notify Sharee of its election at least 90 days prior to the expiration of the Initial Term, this Agreement will be deemed to terminate and expire at the conclusion of the Initial Term.

1.2 Commencement of Shared Operations. As soon as possible and, in any event, within the time required under the Channel Sharing Rules, taking into account all available extensions (which the appropriate party shall request if reasonably necessary), the parties shall cooperate to transition to the Shared Channel and the Transmission Facilities and make any modifications necessary for the shared use contemplated by this Agreement. Any out-of-pocket costs reasonably necessary to modify the Transmission Facilities for shared use under this Agreement shall be paid for by the Sharer, with the exception of those items of equipment set forth on *Schedule 1.2* which shall be paid for by Sharee.

1.3 FCC Filings. Sharee shall promptly and timely 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 (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information). Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee’s preparation of such application. 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.

ARTICLE 2. CAPACITY AND FCC LICENSES

2.1 Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, upon commencement of the channel sharing contemplated by this Agreement, 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 system) as set forth in the Capacity Allocation attached hereto as *Schedule 2.1*, which may be modified from time to time by mutual written agreement of the parties. The Capacity Allocation shall provide, at a minimum, that Sharee have spectrum usage rights adequate to allow Sharee to provide at least one high definition over-the-air program stream at all times.

2.2 Encoding. In order to take advantage of a Stat Mux (as defined on *Schedule 2.1*) pool, Sharer and Sharee shall implement a single, redundant 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 and *Schedule 2.1*.

2.3 Changes to Allocation. In the event the ATSC standard is modified such that a 6 MHz channel supports more or less than the 19.39 Mb/s of data capacity currently supported, the parties shall continue to allocate bandwidth capacity in accordance with the then-current Capacity Allocation.

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 Transmission Facilities or the Shared Channel, the parties will timely make any such modifications in compliance with such requirements established by the FCC. 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 on a proportional basis in accordance with the then-current Capacity Allocation.

(b) **ATSC 3.0.** Sharer, in its sole discretion, 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 be determined [REDACTED] and shall comply with applicable FCC rules and regulations and meet generally accepted industry standards. [REDACTED] for the costs of any such upgrading.

(c) **Other Upgrades.** In addition to the ATSC 3.0 Upgrade, Sharer, in its sole discretion, may at any time implement any new transmission systems or new technical standards for Sharer's Station or the Shared Channel [REDACTED]. Sharee may not implement any new transmission systems or new technical standards for Sharee's Station or the Shared Channel without Sharer's prior written consent.

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. [REDACTED] for any costs related to the operation or transmission of multicasting on Sharee's allocated bandwidth on the Shared Channel and [REDACTED] costs to operate the Transmission Facilities as a result of such transmission of multicasting on Sharee's allocated bandwidth on the Shared Channel. Neither party shall take any action that interferes with the other's use of capacity on the Shared Channel or the Transmission Facilities. Sharer shall have the right, in its sole discretion, to enter into additional channel sharing agreements within its allocated capacity that do not have a material adverse effect on Sharee's station, the Shared Channel or Sharee's rights under this Agreement.

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 Transmitter Site or other receive site reasonably designated by Sharer. Sharer may encode, compress or modulate Sharee's content as required to statistically multiplex together the parties' content streams.

2.7 FCC Licenses.

(a) Authorizations. Each party shall maintain all main station FCC licenses necessary for its operations of its station in full force and effect during the Term. Sharee shall not make any filing with the FCC to modify the Shared Channel without the prior written consent of Sharer. Sharer shall not make any filing with the FCC to modify the Shared Channel if such modification will negatively impact Sharee's operations hereunder without the prior written consent of Sharee.

(b) Compliance with Law. Each party shall comply with this Agreement, 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.

(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. If at any time the same entity does not own both Sharer's Station and Sharee's Station, then neither party shall use the call letters of the other's station in any medium, except in correspondence with the FCC related to the performance of this Agreement.

(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 the timely payment of all fees owed by it to the FCC with respect its station using the Shared Channel.

_____ of any joint fees, if any, assessed by the FCC on the Shared Channel. For purposes of clarity, joint fees shall include only those fees directly imposed on the Shared Channel, and shall not include any fees assessed by the FCC against either party or party's station on a separate and individual basis. _____ shall reimburse _____ within thirty (30) days after invoice for its share of the joint fees imposed on the Shared Channel. Failure to timely pay all fees due and payable to the FCC in respect of each party's station shall be considered a material breach hereunder.

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 Transmission Facilities.

(a) Transmitter Site. Sharer shall provide Sharee with reasonable access to the Transmission Facilities during normal business hours and, in the event of an emergency outside normal business hours, Sharee shall notify Sharer as soon as possible after such access; provided, however, that Sharee shall not take any action that disrupts or impairs Sharer's use of the Transmission Facilities. Sharee shall not permit to exist any lien, claim, or encumbrance upon the Transmission Facilities.

(b) Shared Equipment. A list of material items of Shared Equipment as of the date of this Agreement is set forth in *Schedule 3.1*, and such list may be updated by the parties only in writing. The Shared Equipment 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. Sharee shall not be entitled to use any of Sharer's equipment that is not Shared Equipment. Title to all Shared Equipment shall remain with Sharer, and the shared use under this Agreement does not constitute a conveyance of title. Sharee may use the Shared Equipment only in accordance with good engineering practices and only in the ordinary course of operation of Sharee's Station and for no other purpose. Sharer shall maintain the Transmission Facilities consistent with past practices and shall determine, in its sole discretion, any ordinary course maintenance and repairs, non-ordinary course capital expenditures, upgrades or replacements necessary or desirable with respect to the Transmission Facilities.

(c) Exclusive Equipment. Subject to any restrictions imposed by Sharer as owner of the Transmitter Site, 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) Cooperation. In the event Sharer determines, in its sole discretion, that it is reasonably necessary for Sharee to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or Sharee's equipment located at the Transmitter Site so that Sharer can maintain, install, repair, remove or otherwise work on the Shared Equipment, the Shared Channel or Sharer's Station, then Sharee shall cooperate with such request. If requested, Sharee shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or Sharee's equipment located at the Transmitter Site so that Sharer can perform such work, and Sharer shall use commercially reasonable efforts to minimize the amount of time Sharee must operate with reduced facilities.

3.2 Interference. Neither party shall make any changes or installations at the Transmitter Site or enter into any third-party arrangement that could reasonably be expected to impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and take commercially reasonable steps to correct such interference in all material respects as promptly as possible.

3.3 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.

3.4 Expenses. Sharee shall pay Sharer the amount set forth on *Schedule 3.4* in exchange for the rights granted to Sharee hereunder. The fee set forth on *Schedule 3.4* includes Sharee's share of any operating expenses of the Shared Channel other than as specifically set forth herein.

3.5 Insurance. Each of Sharer and Sharee shall maintain, at its own expense, such insurance with respect to its use of the Shared Equipment and operations from the Transmitter Site during the Term as such party reasonably deems necessary. Under no circumstance shall Sharer be liable to Sharee for any loss of revenues or profits as a result of Sharee operating on the Shared Channel with the Transmission Facilities.

3.6 Contractors. All contractors and subcontractors of Sharer and Sharee who perform any service for the Sharer or Sharee at the Transmitter Site shall hold such licenses and authorizations as appropriate and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in Pennsylvania. Sharer shall have the right to approve any contractor engaged by Sharee prior to such contractor's access to the Transmission Facilities, which approval shall not be unreasonably withheld or delayed.

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 Transmission Facilities or the Shared Channel. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

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 with respect to such party's obligations for third party claims, 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.

ARTICLE 5. TERMINATION AND REMEDIES

5.1 Termination.

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

(b) **Breach.** Either party may terminate this Agreement by written notice to the other party in the event of a material breach of or default under this Agreement which is not cured within [REDACTED] after written notice of such breach or default. 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 (i) results in a fundamental impairment of a party's ability to broadcast its programming on the Shared Channel, (ii) is a breach of a payment obligation, or (iii) results in material damage to the Transmission Facilities or other material transmission equipment or facilities of the other party.

(c) **Loss of License.** Either party may elect to surrender its FCC license at any time and terminate this Agreement; provided, however, that if Sharer makes such election, Sharer shall provide Sharee a reasonable opportunity to acquire the Transmission Facilities owned by Sharer on fair market terms reasonably prior to any such termination. If Sharee'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 Sharer 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) Sale of Station. This Agreement may be terminated at any time by either party, by written notice to the other, in connection with a consummated sale of a party's station subject to this Agreement; provided, however, that Sharee may sell its station to [REDACTED] and, subject to [REDACTED] assumption of Sharee's rights and obligation under this Agreement, this Agreement shall not terminate upon such sale.

(e) Return of Property. At the end of the Term, or upon any earlier termination of this Agreement, Sharee shall cease using the Transmission Facilities, vacate the Transmitter Site, surrender the Shared Equipment in substantially the same condition existing on the date hereof (reasonable wear and tear excepted), and return all keys and other means of entry to the Transmitter Site to Sharer.

(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, Section 5.1(b), Section 6.1, Section 6.6, Section 6.8, Section 3.4 (and *Schedule 3.4*), and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

5.2 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.

5.3 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 Authority. Each party hereto represents and warrants to the other party hereto as of the Execution Date, as follows: (a) it is a corporation or limited liability company organized and validly existing under the laws of the state of its formation; (b) it has full power and authority and has taken all corporate or limited liability company 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 holds all main station FCC and other

material governmental agency approvals necessary for its operations on its television station in the designated market area ("DMA") in which the Shared Channel is located; (f) its ownership and operation of its station in the DMA complies with the FCC rules, regulations and published policies and applicable laws in all material respects; (g) its station is not subject to a non-final revocation order; (h) the FCC license for its station has not expired or been cancelled and is not subject to a non-final cancellation order; and (i) it is in good standing in the jurisdiction of its organization and is qualified to do business in the Commonwealth of Pennsylvania.

6.2 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. This Section shall survive any termination or expiration of this Agreement.

6.3 Assignment. Neither party may assign, sublease or delegate this Agreement without the prior written consent of the other party, provided (i) Sharer shall have the right to enter into additional channel sharing agreements within its allocated capacity pursuant to Section 2.5, (ii) Sharee may assign this Agreement to [REDACTED] and (iii) Sharer may assign this Agreement to [REDACTED] provided such assignee or transferee assumes this Agreement in writing. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. 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.

6.4 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.

6.5 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.

6.6 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 Sharer: Nexstar Broadcasting, Inc.
545 E. John Carpenter Freeway
Suite 700
Irving, TX 75062
Attention: Brett Jenkins

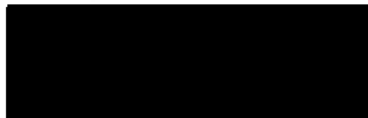
with a copy (which shall not constitute notice to):

Nexstar Broadcasting, Inc.
545 E. John Carpenter Freeway
Suite 700
Irving, TX 75062
Attention: General Counsel

if to Sharee: NRJ TV III LLC
NRJ TV RL OpCo, LLC
c/o 722 South Denton Tap Road
Suite 130
Coppell, Texas 75019
Attention: Ted B. Bartley
Email: Ted@NRJVentures.com

With a copy to: Greenberg Traurig, LLP
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
Attention: James S. Altenbach, Esq.
Telecopy No.: (678) 553-2445
Email: Altenbachj@gtlaw.com

With a copy to:



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

6.8 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof.

6.9 Construction. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement. Each of the parties hereto has been represented by legal counsel and the parties hereto agree that any rule of construction to

the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

6.10 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. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. This Agreement (including the Schedules hereto) 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.

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:

NEXSTAR BROADCASTING, INC.

By: 

Name: Brett Jenkins

Title: SVP & Chief Technology Officer

SHAREE:

NRJ TV RL OPCO, LLC

By: 

Name: Ted B. Bartley

Title: Chief Executive Officer

NRJ TV RL LICENSE CO., LLC

By: 

Name: Ted B. Bartley

Title: Chief Executive Officer