

CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AGREEMENT (this “Agreement”) is made as of this 22nd day of September, 2017, by and between South Florida PBS, Inc. (“Sharer”) and Sunshine Broadcasting Company, Inc. (“Sharee”).

RECITALS

Sharer is licensed by the Federal Communications Commission (“FCC”) to operate full power digital television station WPBT, FCC Facility ID, 13456, Miami, Florida. Sharee is licensed by the FCC to operate Class A digital television station WIMP-CD, FCC Facility ID 4366, Miami, Florida. Sharer also has an agreement to share the WPBT channel with WXEL-TV, West Palm Beach, Florida FCC Facility ID 61084, also licensed to Sharer.

Sharee relinquished its authorized channel in the FCC’s Incentive Auction, conducted pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012)) (“Auction”) but indicated in its pre-auction FCC Form 177 that it intended to channel-share after the Auction. Sharer did not relinquish its channel in the Auction and will continue to broadcast after the results of the Auction have been implemented. Sharer and Sharee are also parties to that certain Donation Agreement, dated as of September 22, 2017, pursuant to which the license for WIMP-CD will be donated to Sharer (the “Donation Agreement”).

Sharee wishes to share the channel occupied by Sharer’s Station WPBT, and Sharer wishes to act as the host for WPBT, WXEL-TV, and Sharee’s WIMP-CD.

NOW, THEREFORE, 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:

1. Term. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will continue until the earlier of termination pursuant to Section 10 hereof or December 31, 2018. The Term will not automatically renew, and any renewal or extension will be only pursuant to negotiation by the parties.
2. Capacity. Of the 19.39 Mb/s bandwidth of WPBT (under the ATSC 1.0 television broadcast standard), sufficient bandwidth will be allocated to WIMP-CD to allow WIMP-CD to transmit one digital broadcast programming stream of at least standard definition (480p) quality. The remaining bandwidth will be allocated to WPBT unless the parties subsequently agree otherwise. Sharer may use statistical multiplexing to improve the capacity of the WPBT signal.
3. Ownership of Equipment. All transmission and encoding equipment will be owned or leased and will be operated by Sharer, except as follows. Sharee will deliver its programming to the Sharer’s control room, in a form suitable for input into the WPBT transmitted signal and will bear the cost of such delivery. Each party will be responsible for insuring whatever equipment it

owns or leases. .

4. Transmitter Site Access. Sharer will be solely responsible for negotiating, administering, and pay the cost of any lease or other agreement for access to the WPBT transmitter site.

5. Main Studio. Sharer and Sharee will each be responsible for compliance with the FCC's main studio and staffing requirements for its own station.

6. Channel Change. Nothing herein will restrict Sharer's right or ability to change channels at any time and/or to modify its transmission facilities, regardless of whether the modification improves, reduces, or otherwise changes signal coverage, provided that one standard definition program stream is retained and available to Sharee.

7. Costs. Sharer will bear all costs of acquiring, maintaining, and operating its transmission equipment, including electric power costs. Upon implementation of sharing, Sharee will contribute One Thousand Dollars (\$1,500.00) per months toward Sharer's costs, payable monthly in arrears no later than the third business day of the following calendar month, with the first month's payment pro-rated if sharing does not begin in the first day of a calendar month.

8. FCC Licenses.

(a) Authorizations. Each of Sharer and Sharee represents and warrants to the other that it has obtained all FCC and any other governmental approvals and authorizations necessary for its television broadcast operations. Each of Sharer and Sharee will maintain all such approvals and authorizations in full force and effect at all times during the Term.

(b) Compliance with Law. Sharer and Sharee will each comply with this Agreement, the FCC's Channel Sharing Rules, and with all FCC and other applicable laws with respect to ownership and operation of their respective Stations. Each party will be solely responsible for all content it transmits on the Channel, and Sharee will be solely responsible for all content it transmits on the Channel. Sharer and Sharee will comply with all laws and leases, licenses or similar agreements applicable to the Transmitter Site and the Shared Equipment (collectively, the "Transmission Facilities"). The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws.

(c) Control. Consistent with FCC rules, Sharer will control, supervise and direct the day-to day operation of Sharer's Station, including Sharer's employees; Sharee will control, supervise and direct the day-to day operation of Sharee's Station, including Sharee's employees; and nothing in this Agreement affects any such respective responsibilities. Neither Sharer nor Sharee may hold itself out as the licensee of the other's television station, notwithstanding their sharing of the same broadcast channel. Neither Sharer nor Sharee may use or publicly refer to the call letters or virtual channel number of the other's television station in any medium. Subject to any restriction imposed by the owner of the WPBT transmitter site (if leased), Sharer will provide Sharee with access to the any of Sharee's equipment on Sharer's premises during normal business hours and upon 24 hours' notice outside of normal business hours.

(d) FCC Fees. Each of Sharer and Sharee will be responsible for timely payment of all fees owed by it to the FCC with respect to its television station.

(e) Cooperation. Each of Sharer and Sharee will cooperate with each another in good faith as to any reasonable requests made by the other with respect to operation of the shared equipment and transmission facilities. Sharee will not make any filing with the FCC to modify its transmission facilities without Sharer's prior consent, unless such modification does not affect Sharer's license, transmissions, or facilities. Neither Sharer nor Sharee will take any action or fail to take any action which interferes with the other's use of capacity on the shared signal.

9. Equipment.

(a) Exclusive Equipment. Each of Sharer and Sharee will maintain, repair and replace any equipment owned by it located at the WPBT transmitter site and the place where the programming of WIMP-CD is delivered, in accordance with good engineering practices customary in the television industry. Title to all such equipment solely owned by Sharer or Sharee will remain with such party; and the other party shall not move, repair, damage or interfere with any such equipment.

(b) Contractors. All contractors and subcontractors of each of Sharer and Sharee who perform any service for Sharer or Sharee at any shared facilities will hold licenses or governmental authorizations appropriate to and necessary for the work being performed and will carry insurance issued by companies licensed in the state of Florida.

(c) Hazardous Materials. Each of Sharer and Sharee will comply with all environmental laws applicable to its operations from any shared facilities; not cause or permit the release of any hazardous materials on, to or from the any shared facilities in violation of any environmental laws; not take any action that would subject any shared facilities to permit requirements for storage, treatment or disposal of hazardous materials; and not dispose of hazardous materials at any shared facilities except in compliance with applicable law.

10. Termination.

(a) Right to Terminate. Either party may terminate this Agreement at any time upon twenty (20) days' written notice to the other, provided, however, that notice to terminate may not be given prior to earlier of the grant of a construction permit by the FCC to WIMP-CD to share the WPBT transmission facilities or prior to termination without consummation of a separate agreement which contemplates donation of WIMP-CD by Sharee to Sharer. This Agreement will terminate automatically upon termination of the Donation Agreement according to its terms.

(b) Termination. Upon termination of this Agreement, Sharee must vacate and remove any equipment owned by it from any shared facilities within twenty (20) days after the effective date of termination.

(c) Interference. Each of Sharer and Sharee will use commercially reasonable

efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party will make changes or installations at any shared facilities that will 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 party claiming interference will notify the other party in writing, and the recipient of such notice will take all commercially reasonable steps to correct such interference in all material respects within two business days.

11. Confidentiality. Subject to the requirements of applicable law, including the requirement to disclose this agreement to the FCC, all non-public information regarding the Sharer and Sharee and their respective businesses and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) will be confidential and shall not be disclosed to any other person or entity. This Section will survive any termination of this Agreement.

12. Authority. Each of Sharer and Sharee represents and warrants to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (ii) it is in good standing in the jurisdiction of its organization; (iii) it has duly authorized this Agreement, and this Agreement is binding upon it; and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

13. Indemnification. Sharer and Sharee will each 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, (iii) its use of the shared transmission Facilities and (iv) its use of the Channel. Each of Sharer and Sharee will 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 operation of its television station using the facilities and the programming or advertising broadcast on its station, 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. Sharer hereby expressly disclaims any and all liability with respect to Sharee's Station, and Sharee hereby expressly disclaims any and all liability with respect to Sharer's Station. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party. The obligations under this Section will survive any termination of this Agreement.

14. Limitation on Liability. In no event will 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, 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.

15. Force Majeure. Neither party will 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 without limitation a fire, flood, hurricane or other storm, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

16. Exchange of Information.

(a) 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 may have a material adverse effect on such party or its television station using the shared facilities, then it will 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.

(b) If either party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it which is not dismissed within sixty (60) days of the date of filing, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of its assets or of the assets related to its television station using the Channel, 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.

17. Assignment. No party may assign or sublease this Agreement without the consent of the other, provided that Sharee shall assign this Agreement to Sharer at the Closing of any donation of the license for WIMP-CD to Sharer. This provision will not prevent Sharer from sharing its capacity on the shared facilities with additional entities, provided that Sharee will have no obligation relating to, or responsibility for, any of the logistics of such sharing or any content broadcast on any stream other than its own stream.

18. 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 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.

19. 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, provided that all notices shall also be given by confirmed e-mail, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Sharee, then to:

Sunshine Broadcasting Company, Inc.
1903 South Greeley Highway, #127
Cheyenne, WY 82007
Attn: Randolph Weigner
E-mail: dtvtv@yahoo.com

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

Peter Tannenwald, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th St., 11th Floor
Arlington, VA 22209-3801
E-mail: tannenwald@fhhlaw.com

If to Sharer, to:

South Florida PBS, Inc.
14901 NE 20th Avenue
Miami, FL 33181
Attn: Dolores Sukhdeo
Facsimile: 305-940-6610
E-mail: DSukhdeo@southfloridapbs.com

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

Jack N. Goodman, Esq.
1200 New Hampshire Ave, NW
Suite 600
Washington, DC 20036
Facsimile: 202-296-0414
E-mail: jack@jackngoodman.com

20. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the United States of America and State of Florida without giving effect to the choice of law provisions thereof.

21. Miscellaneous. No amendment or 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 amendment, waiver or consent is sought. No party shall be authorized to act as an agent of or otherwise to represent the other party to this Agreement. 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 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 separate counterparts.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AGREEMENT

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

SUNSHINE BROADCASTING COMPANY, INC.
(Sharee)



By: _____
Name: Randolph M. Weigner
Title: President

SOUTH FLORIDA PBS, INC.
(Sharer)

By: _____
Name: Dolores Sukhdeo
Title: Chief Executive Officer

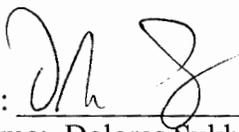
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By:  _____
Name: Dolores Sukhdeo
Title: Chief Executive Officer