

CHANNEL SHARING AND FACILITIES AGREEMENT

Market: San Francisco

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this “**Agreement**”) is made as of January 9, 2015 (“**Effective Date**”) between KDTV License Partnership, G.P. (“**Sharer**”) and Lincoln Broadcasting Company, a California Limited Partnership (“**Sharee**”).

Recitals

A. Sharer and Sharee desire to (i) either one or both participate in the broadcast incentive auction (the “**Incentive Auction**”) conducted by the Federal Communications Commission (the “**FCC**”) 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)), in accordance with the Channel Sharing Rules (as defined below), and (ii) develop a bidding strategy for the Incentive Auction that complies with the Communications Laws (as defined below) and this Agreement, all as set forth herein;

B. Sharer holds the TV spectrum usage rights associated with the 6 MHz channel licensed to television broadcast station KDTV-DT, San Francisco, CA, FCC Facility ID No. 33778, including its primary and all multicast streams (“**Sharer’s Station**”) pursuant to licenses issued by the FCC;

C. Sharee holds the TV spectrum usage rights associated with the 6 MHz channel licensed to television broadcast station KTSF, San Francisco, CA, FCC Facility ID No. 37511, including its primary and all multicast streams (“**Sharee’s Station**,” and together with Sharer’s Station, each a “**Station**”) pursuant to licenses issued by the FCC;

D. In the event that Sharee’s participation in the Incentive Auction with Sharee’s Station is Successful (as defined in Section 1.3(a) below), then Sharee will relinquish the 6 MHz television channel currently assigned to it by the FCC in accordance with the Channel Sharing Rules, and will share with Sharer, each pursuant to its own license, the 6 MHz television channel currently licensed exclusively by the FCC to the Sharer’s Station or, where Sharer’s Station is assigned a new exclusive channel by the FCC in the post-auction spectrum repacking, such replacement channel (either being the “**Shared Channel**”);

E. Sharer owns and/or operates certain assets, including the transmitter, located near San Francisco, CA (37° 29’57”N 121° 52’16”W) (the “**Transmitter Site**”), and other equipment necessary for channel sharing that will be used by Sharer and Sharee in the operation of their respective Stations broadcasting on the Shared Channel (the “**Shared Equipment**,” and together with the Transmitter Site, the “**Transmission Facilities**”), located on property subject to the Lease Agreement by and between Communications & Control Inc. and Univision Television Group, Inc. dated as of September 1st, 1995 (the “**Ground Lease**”);

F. Sharer and Sharee desire to enter into an agreement with respect to the matters set forth herein, including with respect to the allocation between the parties of proceeds received from the Incentive Auction and to provide for joint use of the Shared Channel and Transmission Facilities; and

G. Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing the Incentive Auction and channel sharing agreements, including without limitation the Report and Order adopted in ET Docket No. 10-235,

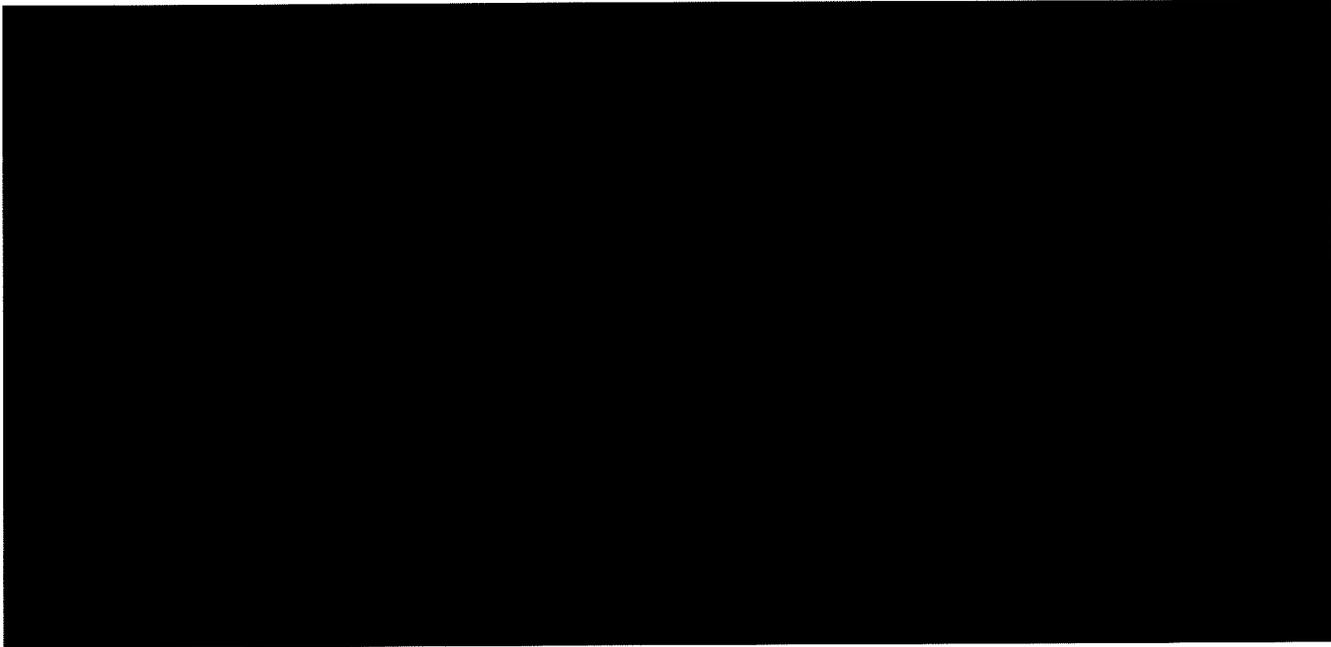
released April 27, 2012 (the “**Channel Sharing Order**”), the Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the “**Incentive Auction Order**”), the First Order on Reconsideration and Notice of Proposed Rulemaking, adopted in GN Docket No. 12-268, released June 12, 2015 (the “**First Order**”), the Second Order on Reconsideration, adopted in GN Docket No. 12-268, released June 19, 2015 (the “**Second Order**”), the Procedures for Competitive Bidding in Auction 1000, Including Initial Clearing Target Determination, Qualifying to Bid, and Bidding in Auctions 1001 (Reverse) and 1002 (Forward), adopted in GN Docket No. 12-268, released August 11, 2015 (the “**Procedures Public Notice**”), the Guidance Regarding the Prohibition of Certain Communications During the Incentive Auction, Auction 1000, adopted in GN Docket No. 12-268, released October 6, 2015 (the “**Communications Prohibition Guidance**”) and the Application Procedures for Broadcast Incentive Auction Scheduled to Begin on March 29, 2016; Technical Formulas for Competitive Bidding, adopted in GN Docket No. 12-268, released October 15, 2015 (“**Application Procedures Public Notice**”), and the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (the Channel Sharing Order, the Incentive Auction Order, the First Order, the Second Order, the Procedures Public Notice, the Communications Prohibition Guidance, the Application Procedures Public Notice, along with any other FCC orders or public notices relating to the Incentive Action, being the “**Channel Sharing Rules**”) on the terms set forth in this Agreement.

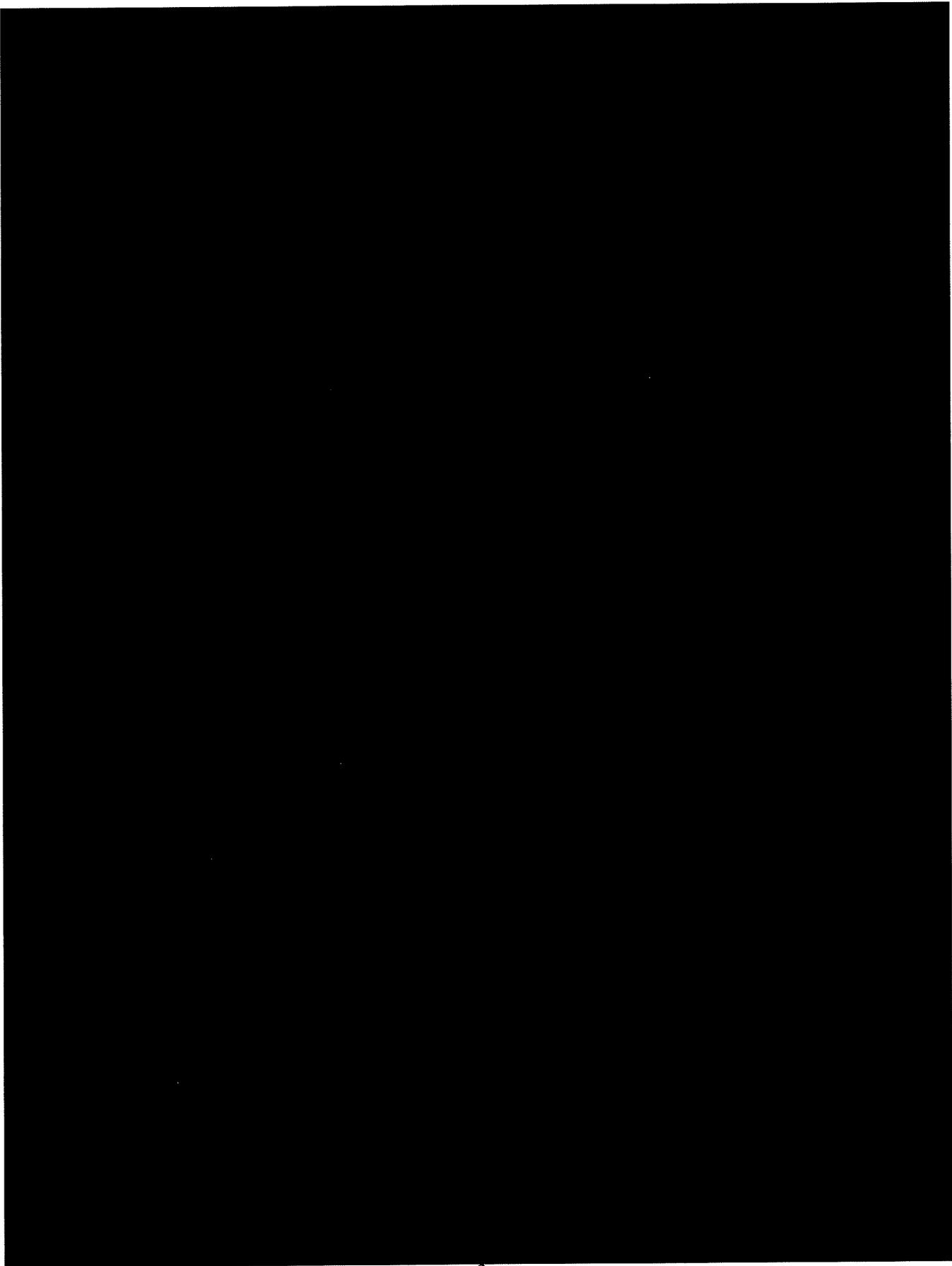
Agreement

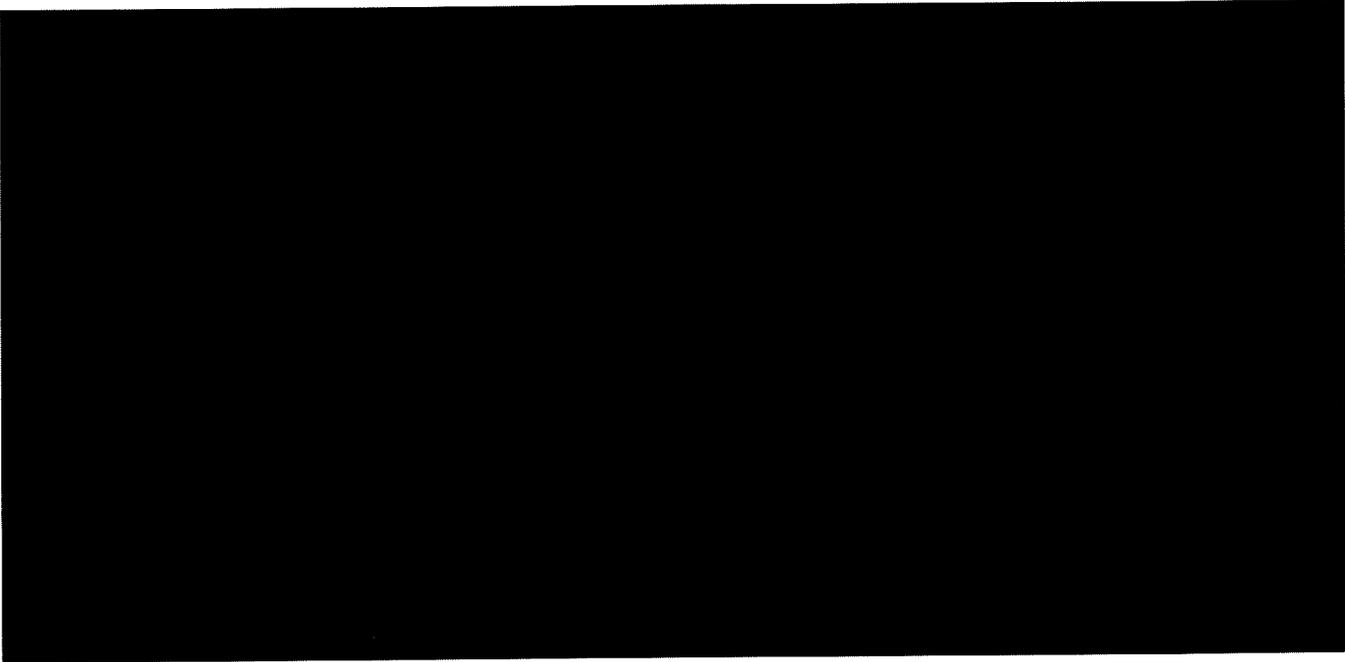
NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 AUCTION PARTICIPATION

1.1. Term. The term of this Agreement (the “**Term**”) will begin on the Effective Date and, unless earlier terminated in accordance with this Agreement, will continue in perpetuity.







1.5. FCC Application to Participate in Auction. Sharee shall timely file and thereafter diligently prosecute an FCC application (the “**FCC Application**”) as necessary for Sharee’s Station to participate in the Incentive Auction, to relinquish the spectrum of Sharee’s Station and to share the Shared Channel on the terms and subject to the conditions set forth in this Agreement. Prior to filing the FCC Application, Sharee shall provide Sharer with a copy of the FCC Application for its review prior to the deadline for submitting such FCC Application (the “**Submission Deadline**”), which is currently January 12, 2016, unless otherwise extended by the FCC pursuant to a public notice. Sharer shall timely provide Sharee with all certifications required of a sharer in the FCC Application. The parties shall cooperate in good faith with respect to (i) the FCC Application, and (ii) to the extent permitted by the FCC Communications Prohibitions, the Incentive Auction, 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 Application, and shall furnish all information required by the FCC. 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. Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee’s preparation of the FCC Application. No party shall take or fail to take any action, the result of which would reasonably be expected to result in the dismissal of the FCC Application without the prior written approval of the other party. If any of the communications described in this Section 1.5 would be subject to the restrictions of the FCC Communications Prohibitions, then such communications shall be conducted between each party’s Bidding Liaison. Except as otherwise provided herein, Sharee may not withdraw the FCC Application or otherwise exit the Incentive Auction without Sharer’s prior written consent. For purposes of clarification, nothing in this Agreement shall be deemed to preclude Sharee from registering for an alternative option with respect to its participation in the Incentive Auction, such as entering a bid to move to a High VHF or Low VHF channel (each, an “**Alternative Participation Option**”), provided, however, that Sharee may pursue an Alternative Participation Option only if this Agreement has been terminated pursuant to Article 5.

1.6. Sharer Will Not Participate in Auction. Sharer has determined that it will participate in the Incentive Auction solely as a Sharer with respect to Sharer’s Station. Sharer will not file an FCC

Application with respect to Sharer's Station, other than as required to support Sharee's filing of its FCC Application.

1.7. Eligibility to Participate in Auction. The parties covenant and agree that neither party nor any of its affiliates shall take any action or fail to take any action, the result of which would be reasonably likely to render Sharee ineligible to participate in the Incentive Auction or to conduct channel sharing, each as contemplated hereby, including by entering into any transaction that would have the effect of impairing such eligibility.

1.8. Non-Circumvention. Sharee covenants and agrees that at no time during or after the Term of this Agreement will it or Sharee's Station, directly or indirectly, alone or by, with or through others, cause, induce or authorize, or voluntarily assist, participate or cooperate in the commencement, maintenance or prosecution of any action or proceeding that seeks to challenge or reverse the results of the Incentive Auction if such action or proceeding is designed to, or has the effect of, avoiding, circumventing or frustrating any of the obligations of Sharee or Sharee's Station under this Agreement.

1.9. Allocation of Auction-Related Expenses. Each party shall each pay its own fees and expenses incurred in the negotiation, preparation and execution of this Agreement and all ancillary documents (if any).

ARTICLE 2 CAPACITY AND FCC LICENSES

Unless otherwise specified, the terms of this Article 2 shall be effective only from and after the date (if any) that Sharee's participation in the Incentive Auction is Successful.

2.1. Allocation of Channel Capacity. From and after the Commencement Date (as such term is defined in Section 3.1), pursuant to the Channel Sharing Rules, Sharer and Sharee shall share the 6 MHz Shared Channel (19.39 Megabits per second ("Mbps") as allocated under the current ATSC 1.0 standard) utilizing the post-auction capacity allocation set forth on *Schedule 1.4* ("**Capacity Allocation**") and statistical multiplexing ("**Stat Mux**"), as set forth in the Engineering Plan on *Schedule 2.1*, which may be modified from time to time by mutual written agreement of the parties. At a minimum, each Station shall retain spectrum usage rights adequate to ensure a sufficient amount of capacity on the Shared Channel to allow each Station to provide at least one (1) Standard Definition ("**SD**") program stream at all times. The parties shall meet and confer from time to time to review and revise the Engineering Plan set forth on *Schedule 2.1*, and the Shared Operating Plan, as further described in Section 3.3. Sharer and Sharee shall implement a weighting system as allowed by the encoding pool to enable each party to prioritize its program streams rather than use a fixed allocation of bits of the Shared Channel. In connection therewith, in the event that either party uses its Capacity Allocation to transmit more than one program stream, (i) that party will designate one program stream with the highest priority within its allocated capacity and (ii) all of that party's other program streams will have a lesser priority as mutually agreed by the parties based on empirical testing by Sharer and Sharee, and the parties shall cooperate to devise a system that produces the best results for each party with minimum picture degradation. In the event the parties are unable to agree on a system, the parties shall implement a fixed allocation of bits of the Shared Channel for their respective broadcast needs.

2.2. Encoding. In order to take advantage of a Stat Mux pool, Sharer and Sharee must implement a shared encoding pool. Each of Sharer and Sharee shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with Section 2.1 and *Schedule 2.1*.

Each of Sharer and Sharee shall make all records of such encoding available to the other upon written request during normal business hours. For clarity, a third party licensee to a Sub-Sharing Agreement (as defined below) shall have no rights under this Section 2.2.

2.3. Commitment to Provide Capacity. From and after the Commencement Date (as such term is defined in Section 3.1) (and any Wind-Down Period specified in Article 5), Sharer shall transmit content provided by Sharee using the Transmission Facilities. Except as provided herein, Sharer shall not alter the content provided by Sharee; provided, however, that Sharer may (a) encode, compress and/or modulate the content as required to Stat Mux the Sharer's Station and Sharee's Station (and any third party licensee's Station pursuant to a Sub-Sharing Agreement, as defined below) using the parameters specified in this Agreement, and (b) combine the Event Information Table ("EIT") and other information into a common Program and System Information Protocol ("PSIP") format for transmission, as provided in this Agreement.

2.4. New Transmission Technologies.

(a) Mandatory Change to Transmission Technology. 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. Sharer and Sharee will share in the costs to implement such modulation or technical changes, as provided in Section 3.8(b). In the event that such changes alter the available bandwidth on the Shared Channel, Sharer and Sharee will cooperate to divide the available bandwidth according to the Capacity Allocation, consistent with this Agreement.

(b) ATSC 3.0. Sharer shall have the right, in its sole discretion, 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**"); provided, however, that if, as a result of the ATSC 3.0 Upgrade, a 6 MHz channel supports more or less than the 19.39 Mbps of data capacity currently supported, the parties shall continue to allocate bandwidth capacity in accordance with the provisions of Section 2.1 of this Agreement. Sharer shall determine, in its sole discretion, the budget and timeline for implementation of the ATSC 3.0 Upgrade; provided, however, that the budget and timeline for implementing the ATSC 3.0 Upgrade shall comply with applicable Communications Laws and meet generally accepted industry standards. The parties shall allocate the costs associated with the ATSC 3.0 Upgrade according to the Capacity Allocation, and Sharee shall reimburse Sharer for its share pursuant to Section 3.8(b). Notwithstanding the foregoing, in the event that Sharee declines to reimburse Sharer for costs associated with the ATSC 3.0 Upgrade, Sharee's Capacity Allocation will be fixed at the then-current Mbps of data capacity and Sharer shall be entitled to any and all additional bandwidth capacity as a result of the ATSC 3.0 Upgrade. In that event, Sharee will have a right at any time for three (3) years to opt to pay in arrears the cost of the ATSC 3.0 Upgrade and to recapture the proportional additional capacity.

(c) Additional Changes to Transmission Technologies. In addition to Section 2.4(b), Sharer may, after consultation with Sharee reasonably in advance of proposed implementation, make such modifications and improvements to the Transmission Facilities as it deems appropriate from time to time consistent with industry practice. In the event that a new standard of modulation is implemented such that a 6 MHz channel supports more or less than the 19.39 Mbps of data capacity currently supported, the parties shall continue to allocate the available capacity according to the Capacity Allocation, consistent with this Agreement. Subject to Section 3.1(c) and Section 3.6, either of Sharer or Sharee shall have the right to adopt or deploy new technologies for its Station, provided

that such adoption or deployment does not materially or adversely affect the other party's broadcast service in existence at the time of such adoption or deployment, and provided, further, that any deployment of a new technology by one party that requires the viewers of the other party's Station to install new hardware or software in the home to continue to receive the signal of such Station shall not be adopted or deployed without the mutual written consent of Sharer and Sharee. For clarity, a third party licensee to a Sub-Sharing Agreement (as defined below) shall have no rights under this Section 2.4.

2.5. Capacity Use.

(a) Use by Sharee. Sharee shall have the right to use its Capacity Allocation on the Shared Channel in any way it sees fit, in accordance with this Agreement (subject to compliance with the Channel Sharing Rules, the Communications Act of 1934, the Telecommunications Act of 1996, the Children's Television Act of 1990, and the rules and written policies of the FCC promulgated thereunder, all as may be amended from time to time (collectively, the "**Communications Laws**") and all other applicable laws), including (i) broadcasting any combination of HD and SD program streams in compliance with this Agreement, and (ii) broadcasting licensed third party content, provided that (A) a third party programmer shall not have any rights of access to the Transmission Facilities without Sharer's prior approval, which such approval shall not be unreasonably withheld; (B) Sharee shall be responsible for the capital or operating costs directly associated with adding these multiple program streams to the encoding pool; and (C) Sharee shall remain responsible for its compliance obligations under this Agreement and any acts or omissions of a third-party programmer or counterparty to a Sharee Sub-Sharing Agreement (as defined below). Upon obtaining the prior written consent of Sharer, Sharee shall have the right to enter into additional channel sharing agreements with other FCC licensed stations within its allocated capacity (each, a "**Sharee Sub-Sharing Agreement**"), subject to the terms in Sections 2.5(a)(ii)(A) and (B) and Section 2.5(c), provided that Sharee shall remain responsible for its compliance obligations under this Agreement and any acts or omissions of a counterparty to a Sharee Sub-Sharing Agreement. For clarity, Sharee shall ensure that any Sharee Sub-Sharing Agreement shall contain the third party licensee's acknowledgement and agreement to comply with all provisions of this Agreement, and Sharee shall be responsible for any defaults or breaches by such third party licensees of Sharee's obligations under this Agreement. No Sharee Sub-Sharing Agreement shall relieve Sharee of any of its obligations hereunder. Promptly upon execution of any Sharee Sub-Sharing Agreement, Sharee shall provide an executed copy of such Sharee Sub-Sharing Agreement to Sharer.

(b) Use by Sharer. Sharer 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 Communications Laws and all other applicable laws), including (i) broadcasting any combination of HD and SD program streams in compliance with this Agreement, and (ii) broadcasting licensed third party content. Upon obtaining the prior written consent of Sharee, Sharer shall have the right to enter into additional channel sharing agreements with other FCC licensed stations within its allocated capacity (each, a "**Sharer Sub-Sharing Agreement**", and together with any Sharee Sub-Sharing Agreements, each a "**Sub-Sharing Agreement**"), subject to the terms in Section 2.5(d) and provided that Sharer shall remain responsible for its compliance obligations under this Agreement and any acts or omissions of a counterparty to a Sharer Sub-Sharing Agreement. For clarity, Sharer shall ensure that any Sharer Sub-Sharing Agreement shall contain the third party licensee's acknowledgement and agreement to comply with all provisions of this Agreement, and Sharer shall be responsible for any defaults or breaches by such third party licensees of Sharer's obligations under this Agreement. No Sharer Sub-Sharing Agreement shall relieve Sharer of any of its obligations hereunder.

(c) Approval of Sharee Sub-Sharing Agreements. Sharer shall have the right to approve or reject each Sharee Sub-Sharing Agreement, such approval to be based solely on financial capacity and not to be unreasonably withheld. A third party licensee who enters into a Sharee Sub-Sharing Agreement shall not have the right to enter into an additional sharing agreement with respect to the spectrum capacity allocated to Sharee pursuant to this Agreement. No Sharee Sub-Sharing Agreement shall interfere with, degrade or otherwise adversely affect (i) the broadcast transmissions or operations of Sharer or (ii) the Transmission Facilities or the Shared Channel. No Sharee Sub-Sharing Agreement shall require Sharer to make any capital expenditure or incur any operating cost not otherwise provided for under this Agreement.

(d) Approval of Sharer Sub-Sharing Agreements. Sharee shall have the right to approve or reject each Sharer Sub-Sharing Agreement, such approval to be based solely on financial capacity and not to be unreasonably withheld. A third party licensee who enters into a Sharer Sub-Sharing Agreement shall not have the right to enter into an additional sharing agreement with respect to such third-party licensee's spectrum capacity on the Shared Channel. Notwithstanding the foregoing, Sharer will have the right to enter into channel sharing arrangements with stations that are owned or operated by the ultimate parent company of Sharer or any affiliate or subsidiary of such ultimate parent company *provided* that such channel sharing arrangements comply with all other requirements for a Sharer Sub-Sharing Agreement specified herein, other than consent requirements. No Sharer Sub-Sharing Agreement shall interfere with, degrade or otherwise adversely affect (i) the broadcast transmissions or operations of Sharee or (ii) the Transmission Facilities or the Shared Channel. No Sharer Sub-Sharing Agreement shall require Sharee to make any capital expenditure or incur any operating cost not otherwise provided for under this Agreement. For purposes of this Section 2.5(d), the term "**affiliate**" means, with respect to Sharer, any person or entity for which Univision Communications, Inc. ("**UCI**") has the power (whether directly or indirectly, or through one or more intermediaries) to direct, or cause the direction of, the management, policies and/or affairs (whether through the ownership of voting securities, by contract or otherwise).

2.6. FCC Licenses.

(a) Authorizations. Each party shall maintain (and shall require any of its respective third party licensees to Sub-Sharing Agreements to maintain) all main station FCC and any other material governmental licenses, approvals and authorizations necessary for its operations on its respective Station in full force and effect during the Term (or during the term of a Sub-Sharing Agreement, as applicable). In the event that Sharer's Station is assigned a new operating channel in the repacking of television broadcast stations following the Incentive Auction, then Sharer and Sharee shall each prepare, file on a timely basis and prosecute in good faith the necessary applications for FCC construction permits and licenses in order to operate on a shared basis on the newly-assigned Shared Channel, within the relevant time period required by the FCC rules. Each party will provide to the other party a copy of any such applications prior to filing at the FCC, no later than five (5) business days prior to submission of such applications.

(b) Compliance with Law. Each party shall comply (and shall require any of its respective third party licensees to Sub-Sharing Agreements to comply) with this Agreement and all applicable law, including the Communications Laws, with respect to its ownership and operation of its Station and its use of the Shared Channel. Each party shall be solely responsible for all content it transmits or provides for transmission on the Shared Channel, and neither party shall have any responsibility for the content transmitted or provided for transmission by third party licensees to the other party's Sub-Sharing Agreements. The obligations of the parties under this Agreement are subject

to the Communications Laws and all other applicable laws. In addition, Sharer and Sharee shall comply (and shall require its respective third party licensees to Sub-Sharing Agreements to comply) with all laws and leases, licenses or similar agreements applicable to the Transmission Facilities.

(c) Control. Consistent with the Communications Laws, each party shall (and shall require its respective third party licensees to Sub-Sharing Agreements to) control, supervise and direct the day-to-day operation of its own Station or station (including that Station's or third-party licensee's station's employees, programming and finances), and nothing in this Agreement affects any such respective obligations. Neither party (nor any third party licensee to a Sub-Sharing Agreement) shall hold itself out as the licensee of the other party's Station or station using the Shared Channel, and nothing in this Agreement shall give either party (nor any third party licensee to a Sub-Sharing Agreement) an ownership interest in the other party's Station or to a third-party licensee's station. Neither party (nor any third party licensee to a Sub-Sharing Agreement) shall use the call letters of the other party's Station or a third-party licensee's station in any medium, except for reports to the FCC or other government entities with respect to channel sharing.

(d) FCC Fees. Each party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its Station using the Shared Channel, and shall require any third-party licensees to Sub-Sharing Agreement make timely payments of all fees to the FCC with respect to such third party licensee's station's use of the Shared Channel. The parties hereto shall split any joint fees, if any, assessed by the FCC on the Shared Channel, based on the Capacity Allocation for each party. 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. If Sharer pays Sharee's portion of the joint fees imposed on the Shared Channel, Sharee shall reimburse Sharer within thirty (30) days after invoice for its portion of the joint fees, calculated in accordance with the Capacity Allocation for each party, imposed on the Shared Channel.

(e) Cooperation. Each party shall cooperate with one another in good faith as to any reasonable requests made by the other party with respect to operation of the Shared Channel or the Transmission Facilities. Neither party shall take any action or fail to take any action, and shall require that any third party licensees to Sub-Sharing Agreements do not take or fail to take any action, the result of which interferes with or is reasonably likely to interfere with the other party's use of capacity on the Shared Channel or the Transmission Facilities.

2.7. Carriage Rights. Each party (and any third party licensee to a Sub-Sharing Agreement) shall be solely responsible for exercising must-carry and retransmission consent rights for its own station. Neither Sharer nor Sharee nor any third party licensee to a Sub-Sharing Agreement 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 hereto or any third party licensee to a Sub-Sharing Agreement. 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, it shall promptly notify the other party hereto and provide a copy of such petition.

ARTICLE 3 POST-AUCTION OPERATIONS

Unless otherwise specified, the terms of this Article 3 shall be effective only from and after the date (if any) that Sharee's participation in the Incentive Auction is Successful.

3.1. Channel Sharing Applications.

(a) Channel Sharing Application. Within ten (10) business days following receipt by the Escrow Agent or the Qualified Intermediary of the Auction Proceeds, Sharee shall prepare and file with the FCC a minor-change application for a construction permit authorizing the Sharee's Station to operate from Sharer's Station's facilities. Following grant of the Sharee's Station minor-change application, the parties shall each expeditiously prepare license applications to effect a move of Sharee's Station to the Shared Channel. The license applications shall be timely filed with the FCC on a date mutually agreed upon by the parties, subject to any applicable FCC deadlines set forth in the Channel Sharing Rules (such filing date, the "**Commencement Date**"). Each party will provide to the other party a copy of such application at least five (5) business days prior to filing such application at the FCC. Each party shall bear its own expenses with respect to the preparation and filing of the FCC application(s) required for its respective Station to implement this Agreement. Upon the Commencement Date, the parties shall commence channel sharing in accordance with the terms of this Agreement. At such time, Sharee's Station shall terminate operations on its pre-Incentive Auction channel, and it shall commence shared operations on the Shared Channel.

(b) New Operating Channel. In the event that Sharer's Station is assigned a new operating channel in the repacking of television broadcast stations following the Incentive Auction, then Sharer and Sharee shall each prepare, file on a timely basis and prosecute in good faith the necessary applications for FCC construction permit and license in order to operate on a shared basis on the newly-assigned Shared Channel. Each party will provide to the other party a copy of such application at least five (5) business days prior to filing such application at the FCC.

(c) Other FCC Applications. Sharer shall have the right to make any filing with the FCC to modify the Shared Channel so long as Sharee's operations on the Shared Channel remains materially the same or are improved as a result of such modification, provided that (1) Sharer shall notify Sharee reasonably in advance of a proposed modification ("**Mod Notice**") and (2) Sharee may object to such proposed modification within five (5) business days after receipt of the Mod Notice, in which case the parties will cooperate to determine a mutually satisfactory solution to the proposed modification. For clarity, a third party licensee to a Sub-Sharing Agreement shall have no rights under this Section 3.1(c).

3.2. Transmission Facilities.

(a) Operations; Access to Transmission Facilities. The obligations set forth in this Section 3.2(a) shall be effective from and after the Commencement Date. Sharer shall (i) operate the Transmission Facilities in compliance with applicable law in all material respects; (ii) make timely utility payments for the Shared Equipment; and (iii) maintain the insurance specified in Section 3.2(i). Upon reasonable notice, Sharer shall provide Sharee with reasonable access to the Transmission Facilities during normal business hours, and upon 24 hours' notice outside of normal business hours, including a right to ensure ongoing broadcast operations in the ordinary course consistent with past practice, *provided* that Sharee shall refrain from taking any action that shall disrupt or impair Sharer's use or any other party's use of the Transmission Facilities. Sharee's employees shall exercise due care when accessing the Transmission Facilities or the Transmitter Site, as applicable, and shall follow all specified workplace safety and security procedures provided to Sharee by Sharer; in addition, the parties shall require that employees of a third party licensee to a Sub-Sharing Agreement comply with the foregoing requirement when accessing the Transmission Facilities. Only Sharer may permit to exist any lien, claim, or encumbrance on the Transmission Facilities. Except as provided in Section 3.1(c),

3.5(b) and 3.6, neither party nor any third party licensee to a Sub-Sharing Agreement may make material alterations to the Transmission Facilities, or interfere with the business and operation of the other party's Station or another's use of such facilities in compliance with this Agreement. Except as provided in Section 2.5, Sharee may use the Transmission Facilities only for the operation of its Station in the ordinary course of business and for no other purpose. Each party shall (and shall require any third party licensees to Sub-Sharing Agreements to) comply in all material respects with all federal, state and local laws applicable to its technical operations from the Transmission Facilities.

(b) Shared Equipment. A list of all material items of Shared Equipment as of the Effective Date is attached hereto as *Schedule 3.2(b)*.

(c) Initial Capital Expenditures; Transmitter Modifications. The parties shall work together cooperatively and in good faith to identify any equipment purchases, equipment upgrades or other capital expenditures necessary for the parties to perform their respective obligations beginning on the Commencement Date, in order to (i) accommodate the insertion of multiple program streams on the Shared Channel and (ii) implement facilities on any new channel assigned by the FCC to the Shared Channel in any TV band repacking following the Incentive Auction. The allocation of the aggregate amount of any such expenditures between the parties shall be in the same proportion to the Capacity Allocation, with the understanding that, for convenience, Sharer shall procure such equipment to the extent reasonably feasible and invoice Sharee within thirty (30) days of such procurement for reimbursement of its share of such costs within thirty (30) days following receipt of such invoice. Sharer shall hold title to any such newly-acquired channel sharing equipment during the Term, subject to equitable allocation thereof (including any proceeds from sales) between the parties upon termination or expiration of this Agreement.

(d) Technical Failures and Backup Transmitter. From and after the Commencement Date:

(i) In the event that the Transmission Facilities suffer an unexpected failure, such that the Sharee's Station must temporarily cease broadcasting or operate at reduced power levels, Sharer shall promptly notify Sharee and use commercially reasonable efforts, consistent with past practices, to repair the Transmission Facilities to return the Sharee's Station, as quickly as practicable, to operations at its full authorized power.

(ii) Sharer will maintain and be prepared to implement a backup transmitter plan that shall provide for a second, low-power transmitter of sufficient power to enable the Sharer's Station and the Sharee's Station to remain on the air at reduced power following a complete failure of the Sharer's Station's primary transmitter system, all in accordance with good engineering practices customary in the broadcasting industry ("**Good Engineering Practices**"), provided that Sharer shall not have any liability to Sharee for loss of revenue or other damages in connection with operations from such backup transmitter.

(e) Exclusive Equipment. From and after the Commencement Date, each party shall maintain, repair and replace any equipment owned solely by that party (or its subsidiary or affiliate) located at the Transmitter Site or any other Transmission Facilities in accordance with good engineering practices customary in the broadcasting industry ("**Good Engineering Practices**"). Title to all such equipment solely owned by Sharer or Sharee shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment; provided that Sharer may access and operate Sharee's dedicated equipment as needed in the event of an emergency. Sharee shall

be solely responsible for all costs associated with terminating its current transmitter site lease(s), relocating any of its own equipment to the Transmitter Site, and the relay of its signal to the Transmitter Site for insertion into the Shared Channel.

(f) Contractors. All contractors and subcontractors of each of Sharer and Sharee who perform any service for that party at the 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 Transmitter Site or such other Transmission Facility is located in amounts and with carriers reasonably acceptable to Sharer.

(g) Hazardous Materials. Each party shall (and shall require any third party licensee to a Sub-Sharing Agreement to) (i) comply in all material respects with all environmental laws applicable to its operations from the Transmitter Site and any other Transmission Facilities, (ii) not cause or permit the release of any hazardous materials on, to or from the Transmitter Site or any other Transmission Facilities in violation of any applicable environmental laws, (iii) not take any action that would subject the 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 Transmitter Site or any other Transmission Facilities except in compliance with applicable law.

(h) Termination. In the event of any termination of this Agreement pursuant to Article V with respect to Sharee following the Commencement Date, Sharee (and any third party licensees to any Sharee Sub-Sharing Agreements) shall vacate the Transmitter Site and any other Transmission Facilities, remove all of its assets and employees (if any) from such site, 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 Sharer.

(i) Insurance. From and after the Commencement Date, each of Sharer and Sharee shall continuously maintain or cause to be maintained, at its own expense, sufficient insurance in the normal and customary amounts with respect to its use of the Shared Equipment and operations from the Transmission Facilities to enable it to meet its obligations created by this Agreement and shall name the other party as an additional insured under such policies, provided that (A) each party shall provide certificates of insurance to the other party promptly upon request and (B) Sharee's insurance covering its use of the Transmission Facilities shall include voice, data and video service interruption coverage.

3.3. Shared Operating Plan.

(a) Development of Shared Operating Plan. Each party's chief engineer and one or more other employees with appropriate organizational authority and operating or technical expertise shall confer for the purpose of developing a formal plan to address technical planning considerations and ongoing operational matters (the "**Shared Operating Plan**"). For clarity, no third party licensee to a Sub-Sharing Agreement shall have any rights of review or input on the Shared Operating Plan. The Shared Operating Plan shall:

(i) Incorporate the Engineering Plan set out in *Schedule 2.1* hereto.

(ii) Reflect technical discussions between the parties as may be required to coordinate the transition of Sharee's Station's existing operations from its pre-Incentive Auction channel to the Shared Channel (*e.g.*, proposed employee responsibility and technical considerations);

(iii) Include allocation of costs between the parties of any necessary equipment or other capital expenditures necessary to initiate channel sharing in accordance with Section 3.2;

(iv) Provide a mechanism to address the allocation of spectrum in the future beyond the Engineering Plan (*e.g.*, in the event of technological changes, including ATSC 3.0, etc.);

(v) Contemplate appropriate pre-commencement testing for shared operations; and

(vi) Provide for delivery of any notices to third parties (including consumers) that may be reasonably necessary or desirable.

The parties shall agree upon a Shared Operating Plan as promptly as practicable, but in no event later than thirty (30) days following delivery of the Channel Sharing Notice.

(b) Review of Shared Operating Plan. The parties shall meet and confer periodically during the Term to review and revise the Shared Operating Plan, as further described below in Section 3.10.

3.4. Interference. The obligations set forth in this Section 3.4 shall be effective from and after the Commencement Date. Sharer shall be responsible for operating the Transmission Facilities in accordance with the Communications Laws and other applicable laws. Neither party 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. Each party shall use commercially reasonable efforts to avoid interference between their respective operations and to promptly resolve any interference that arises in connection with such operation. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and the party so notified shall take all commercially reasonable steps to correct such interference in all material respects within two (2) business days.

3.5. Cooperation; Maintenance and Repair. From and after the Commencement Date:

(a) Subject to receipt of the payments specified in Section 2.6(d) and Section 3.8, Sharer shall be obligated to maintain the Transmission Facilities and use commercially reasonable efforts to ensure that such equipment operates consistent with past practice and, in all events, within the technical parameters required of the Stations' FCC licenses, with any costs and expenses incurred in connection with such obligation being allocated based in proportion to each party's Capacity Allocation on the Shared Channel. In the event it is necessary for Sharer or Sharee to reduce, limit or temporarily cease use of the Shared Channel, the Shared Equipment or its own equipment located at the Transmitter Site or any other Transmission Facilities so that the other party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Transmitter Site or any other Transmission Facilities, the parties shall cooperate in a commercially reasonable manner. If necessary, the non-requesting party shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site or

any other Transmission Facilities, provided that the requesting party takes all reasonable steps to minimize the amount of time the non-requesting party shall operate with reduced facilities and that the requesting party takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time convenient to the non-requesting party. Sharer shall have the right to temporarily suspend service at the Transmission Facilities if necessary for maintenance or safety reasons and shall provide Sharee with advance notice to the extent reasonably feasible. 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 withheld or delayed) if such temporary reduction or suspension requires prior approval of the FCC. Except as provided in Section 3.2(a) and 3.2(f), Sharee shall not move, damage or interfere with the Transmission Facilities.

(b) Without limiting its general access and self-help rights set forth in Section 3.2(a), in the event of a material breach by Sharer of its obligations in respect of the Shared Facilities, and failure to cure upon reasonable notice thereof by Sharee, Sharee shall have the right to undertake itself any necessary maintenance or repairs, subject to reimbursement of its reasonable and documented out-of-pocket expenses by Sharer in proportion to Sharee's Capacity Allocation on the Shared Channel; provided that such maintenance or repair shall be undertaken by appropriately experienced individuals and in a manner consistent with Good Engineering Practices. No third party licensee to a Sub-Sharing Agreement shall have any rights under this Section 3.5.

3.6. Alterations to Transmission Facilities. Subject to Section 3.2(c):

(a) The parties shall discuss on an ongoing basis from time to time during the Term appropriate future capital expenditures that may be reasonably necessary or desirable to improve, upgrade or otherwise alter the Transmission Facilities. For clarity, no third party licensee to a Sub-Sharing Agreement shall have any rights under this Section 3.6(a).

(b) If both parties agree to make an investment to upgrade or replace the Transmission Facilities, the installation costs shall be allocated in proportion to each party's Capacity Allocation on the Shared Channel (unless otherwise agreed by the parties at such time), and the parties shall reasonably cooperate as needed to permit the prompt installation of any necessary equipment.

(c) In the event one party wishes to make an investment to upgrade or replace the Transmission Facilities, and the other party does not wish to participate, the investing party shall have the right to purchase and install the desired equipment, at its sole cost and expense, and shall retain title to such equipment after the termination or expiration of this Agreement, provided that (i) such equipment does not (A) interfere with the Transmission Facilities or other operations of Sharer's Station or Sharee's Station or any other party's operations or station that is distributed over the Shared Channel pursuant to a Sharer Sub-Sharing Agreement or Sharee Sub-Sharing Agreement which complies with this Agreement, or (B) materially degrade the signal of such a Station or third party licensee's station; (ii) the ongoing maintenance and repair of such equipment does not place an undue or disproportionate burden on either party; (iii) the investing party shall be responsible for the installation and maintenance of such equipment, which shall be undertaken in accordance with Good Engineering Practices. To the extent technically feasible, only the investing party will get the benefit of any installations under this Section 3.6(c) (e.g., if the investing party installs a Distributed Transmission System or translator/booster facility solely paid for by the investing party, to the extent technically feasible, only the investing party will get the benefit of the extended coverage area).

(d) For the avoidance of doubt, any alteration of the Transmission Facilities that could materially reduce the Stations' coverage areas (such as by a reduction in the Stations' authorized power or the use of a broadcast antenna with a different pattern) shall require the consent of both Sharer and Sharee.

3.7. 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 without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

3.8. Payment Terms.

(a) Relocation and Repacking Costs. Sharer will seek reimbursement from the TV Broadcaster Relocation Fund for the costs it reasonably incurs, if any, in relocating operations from the Shared Channel to a new channel as a result of the FCC's repacking process following the Incentive Auction. Sharee shall reimburse Sharer in proportion to Sharee's Capacity Allocation on the Shared Channel (expressed as a percentage of the total capacity of the licensed spectrum of the Shared Channel in Mbps) for any amounts that are (i) incurred by Sharer in relocating to a new shared channel that are required and solely associated with the transmission portion of station broadcast expenses and (ii) not reimbursed by the TV Broadcaster Relocation Fund. Any costs incurred by Sharee associated with the move to the Transmission Facilities and the installation or modification of any dedicated Sharee equipment (including exciters, direct fiber feeds to MVPDs, labor, etc.) in connection with the repacking of the Shared Channel will be borne solely by Sharee.

(b) Ongoing Shared Costs. From and after the Commencement Date, in reimbursement for the shared ongoing operating expenses incurred by Sharer under this Agreement, Sharee shall pay to Sharer an operating fee equal to the product of (i) the Capacity Allocation of Sharee (expressed as a percentage of the total capacity of the licensed spectrum of the Shared Channel in Mbps) multiplied by (ii) the total operating expenses incurred by Sharer in the ordinary course of business in Sharer's sole discretion as may be appropriate to operate and maintain the Transmission Facilities (the "**Shared Costs**"), provided that the Shared Costs shall include, but shall not be limited to the categories of expenses set forth in *Schedule 3.8(b)*, and further provided that the parties shall meet and confer periodically during the Term to review and revise the Shared Costs categories as may be desirable or necessary, pursuant to the provisions set forth in Section 3.10. Solely for illustrative purposes, estimates for certain costs and expenses of the operation of the Transmissions Facilities as currently configured for Sharer's Station as of November 1, 2015, which such costs and expenses may not represent all costs related to the operation of the Transmission Facilities, are set forth in *Schedule 3.8(b)*. Sharee shall reimburse Sharer within thirty (30) business days after invoice for Sharee's share of the Shared Costs as calculated in this Section 3.8(b). Sharee shall be solely responsible for all costs associated with the delivery of its signal in a mutually agreeable format, to the Transmission Facilities (or such other location determined by Sharer), where such signal will be encoded and sent for transmission. Capital expenditures to support alterations or upgrades to the Transmission Facilities will be allocated pursuant to Section 3.6.

(c) Non-Ordinary Capital Costs. In the event of a non-ordinary course event, such as a natural disaster, fire, act of terrorism or other event of force majeure, that results in the physical harm to or destruction of the Transmission Facilities (including towers, transmitters and other physical structures and equipment) (a "**Non-Ordinary Course Event**"), Sharer and Sharee shall share the costs

of restoring and reactivating the Transmission Facilities to the condition the Transmission Facilities were in prior to the Non-Ordinary Course Event, unless such costs are covered by insurance or as otherwise mutually agreed by Sharee and Sharer in writing. Sharee shall reimburse Sharer within thirty (30) days after invoice for a percentage of the costs reasonably incurred by Sharer as a result of a Non-Ordinary Course Event that affect Transmission Facilities that are not owned by Sharer according to the Capacity Allocation, including (i) costs associated with repairs to the Transmission Facilities that are not covered by insurance, and (ii) new equipment procurement and installation costs that are not covered by insurance (such costs, “**Non-Ordinary Capital Costs**”). Sharer and Sharee shall discuss in good faith how to allocate Non-Ordinary Capital Costs reasonably incurred by Sharer as a result of a Non-Ordinary Course Event that affects Transmission Facilities that are owned by Sharer.

(d) Sole Costs. Except as provided in Section 3.2(i), each of Sharer and Sharee shall be solely responsible for: (i) its own insurance costs for the Transmission Facilities, (ii) its own costs for any necessary microwave or other link between its Station’s studio site and the Transmitter Site, (iii) any capital expenses related solely to its own Station’s use of the Shared Channel, (iv) all expenses related to any equipment solely owned by it and located at the Transmitter Site, and (v) all of its own expenses not directly related to the Transmission Facilities.

(e) Tax Issues.

(i) The parties shall cooperate with each other and work together in good faith to minimize the overall taxes due with respect to the transactions described in this Agreement consistent with applicable laws and regulations to enable the transfer of Auction Proceeds in exchange for the Shared Channel to qualify as either (A) a part of a Section 1031 exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the “**Code**”) or (B) for Sharee, as an involuntary exchange under Code Section 1033. In addition, the parties shall cooperate with each other and work together in good faith to obtain a private letter ruling from the IRS that the transactions contemplated by this Agreement qualify for either of the characterizations described in the preceding sentence. In connection with such cooperation, the parties shall give consideration to the structures referenced the IRS letter, dated July 3, 2014, entitled *Federal Tax Principles Applicable to the FCC’s Proposed Broadcast Incentive Auction*. Notwithstanding the foregoing, in no event shall either party be required to consent to transactions not contemplated herein that would increase such party’s individual tax costs.

(ii) If either party elects to engage in a like-kind exchange with respect to the transactions contemplated hereunder and treat the allocation of spectrum rights under this Agreement (in the case of Sharee, the acquisition of such spectrum rights, and in the case of Sharer, the disposition of such spectrum rights (in each case, an “**Electing Party**”)) as property transferred in a like-kind exchange pursuant to Section 1031 of the Code, the Electing Party shall notify the other party of such election in writing no later than the Results Public Notice and the designation of Sharee’s bid as Successful, thereupon the non-electing party shall undertake all actions reasonably requested by the Electing Party in writing in connection with the Electing Party’s like-kind exchange, including consenting to Electing Party’s transfer of its rights in this Agreement, including with respect to allocated Auction Proceeds, to a “qualified intermediary,” as defined in Treasury Regulation Section 1.1031(k)-1(g)(4); provided, however, that such actions do not impose any unreimbursed liabilities, including any monetary obligations or costs, on the non-electing party and do not release either party from its obligations under this Agreement and that the Electing Party shall promptly reimburse the non-electing party for any third-party costs reasonably incurred in connection with such election,

including as the result of any subsequent review of such election or any attendant tax consequences by any governmental authority.

3.9. Regulatory Obligations. Each party shall use commercially reasonable efforts to ensure ongoing operations of its own Station, as applicable, consistent with past practice and in a manner compliant with the Communications Laws. Such commercially reasonable efforts shall include, at minimum, frequent coordination to minimize any necessary disruptions to operations that may affect both Stations, provided that no such coordination will be required with respect to the operations of any third party licensee pursuant to a Sub-Sharing Agreement. Each party and each of any third party licensees to a Sub-Sharing Agreement shall be solely responsible for compliance with provisions of the Communications Laws pertaining to their respective programming, personnel, finances and regulatory reporting obligations.

3.10. Review and Consultation for Operational Matters. In order to address ongoing operational, technical or engineering issues that may arise in the course of channel sharing (such as spectrum allocation, improvements to the Transmission Facilities, etc.), each party shall identify an officer with sufficient authority and technical experience to address such issues independently or otherwise expeditiously (the “**Principal Liaisons**”). The Principal Liaisons shall meet as frequently as either party may reasonably request (but no less frequently than once every year), upon appropriate notice, to address technological, logistical or marketplace changes that may affect the Transmission Facilities and to generally facilitate cooperation with respect to channel sharing. In addition, the Principal Liaisons shall meet at agreed upon intervals (but no less frequently than once every year) to review the technical parameters of this Agreement, the Shared Operating Plan and the Engineering Plan and to make any adjustments to such technical parameters that the Principal Liaisons deem necessary or advisable in light of technological, marketplace or regulatory changes. Meetings of the Principal Liaisons may include such other employees or designees of a party as may be necessary or desirable.

ARTICLE 4 ALLOCATION OF RISK

4.1. Representations and Warranties of Each Party. Each party hereto represents and warrants to the other party hereto as of the Effective Date, as follows: (a) it is a corporation, limited liability company, or limited partnership duly organized and validly existing under the laws of its place of organization; (b) subject to approval by its governing body, it has full power and authority and has taken all 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; and (e) it has obtained all material FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its Station and (f) its ownership and operation of its Station complies with the Communications Laws and other applicable laws in all material respects.

4.2. Additional Representations and Warranties of Sharer. In addition to the foregoing, Sharer represents and warrants to Sharee as of the Effective Date, as follows:

(a) the Ground Lease constitutes the legal, valid and binding obligation of Sharer, enforceable against Sharer in accordance with its terms and, to the knowledge of Sharer; such Ground

Lease constitutes the legal, valid and binding obligations of the other party thereto, enforceable against such other party in accordance with its terms; and there is not under the Ground Lease any existing default or event of default or event which, with notice or lapse of time or both, would constitute an event of default by Sharer or, to the knowledge of Sharer, by any other party thereto;

(b) It is the sole owner of the Transmission Facilities, which conform in all material respects to all applicable statutes, ordinances and regulations relating to their construction, use and operation;

(c) *Schedule 4.2(c)* sets forth all mortgages, pledges, liens, and security interests, that encumber the Transmission Facilities;

(d) There are no notices or claims made by governmental authorities or any other person or entity of any violations of any applicable statute, ordinance or regulation relating to any buildings, real property, personal property or fixtures that are included in the Transmission Facilities, or relating to the operations of Sharer conducted therein and the Transmission Facilities are not subject to eminent domain, condemnation or similar proceedings.

4.3. Additional Representations and Warranties of Sharee. In addition to the foregoing, Sharee represents and warrants to Sharer, as of the Effective Date, as follows:

(a) Sharee's Station is not subject to (i) a non-final revocation order or (ii) if Sharee's Station is a Class A Station, a non-final downgrade order;

(b) the license for Sharee's Station has not expired or been cancelled and is not subject to a non-final cancellation order;

(c) Sharee does not owe any outstanding payments or have any other payment obligations to the FCC or the U.S. Government that could result in any offset, holdback or other deduction of Auction Proceeds;

(d) Sharee is not an "excluded entity" for purposes of the General Services Administration's ("GSA's") System for Award Management ("SAM") Exclusion Records;

(e) Sharee has not received a notification of delinquent non-tax debts to the U.S. Government or certain state governments, which such debts would subject the Auction Proceeds to garnishment under the Treasury Offset Program;

(f) Sharee is not an "Embargoed Person" as defined below; and

(g) to Sharee's knowledge, Sharee does not appear on the U.S. Treasury's "Do Not Pay" portal, other than as a registered government contractor in accordance with the Federal Acquisitions Regulation on the GSA's SAM Entity Registration Records.

For purposes of this Agreement, "**Embargoed Person**" means any person identified on the Specially Designated Nationals and Blocked Persons List or Consolidated Sanctions List maintained by the Office of Foreign Assets Control, United States Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC.

4.4. No Additional Consents Necessary. Sharer has obtained and provided to Sharee all necessary consents to the Ground Lease and any other agreement to which Sharer is a party that is required for Sharee's Station to utilize the Transmission Facilities and operate on the Shared Channel as contemplated herein.

4.5. Indemnification.

(a) General Indemnification. Subject to Section 4.6, each of Sharer and Sharee shall indemnify, defend and hold the other party to this Agreement harmless from and against any and all loss, liability, cost and expense, including reasonable attorneys' fees (collectively, "**Losses**"), arising from any Third Party Claim (as such term is defined in Section 4.5(d)) relating to: (i) any breach of or default under any representation, warranty, covenant or other term of this Agreement by the indemnifying party; (ii) any violation of applicable law or regulation by the indemnifying party; (iii) any claim by a third party for libel, slander, infringement of copyright or other intellectual property rights or invasion of privacy related to the programming of the indemnifying party, its business or operations or its acts or omissions (including its use of the Transmission Facilities or its use of the Shared Channel) and (iv) its Sharer Sub-Sharing Agreement or Sharee Sub-Sharing Agreement with third parties, as applicable. For the avoidance of doubt, (A) Sharer shall not be obligated to indemnify Sharee for Losses arising from claims by counterparties to Sharer Sharing Agreements to the extent such claims arise from the acts or omissions of Sharee; and (B) Sharee shall not be obligated to indemnify Sharer for Losses arising from claims by counterparties to Sharee Sharing Agreements to the extent such claims arise from the acts or omissions of Sharer.

(b) Specific Indemnification. Subject to Section 4.6, and without limiting the terms of Section 4.5(a), Sharee shall indemnify, defend and hold Sharer harmless from and against any and all Losses arising from any Third Party Claim (as such term is defined in Section 4.5(d)) relating to the termination by Sharee of its current transmitter site lease(s).

(c) Programming Indemnification. Subject to Section 4.6, and without limiting the terms of Section 4.5(a) or Section 4.5(b), each party shall indemnify, defend and hold the other party to this Agreement harmless from and against any and all Losses arising from any Third Party Claim (as such term is defined in Section 4.5(d)) relating to the operation of its Station or the operations of any third party licensee's station pursuant to its respective Sub-Sharing Agreements using the Shared Channel and the programming or advertising broadcast on such Station or such third party licensee's 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, the Communications Laws or other applicable law.

(d) Indemnification Procedures.

(i) If a party receives notice of a claim by any third party (a "**Third Party Claim**") against such party (an "**Indemnified Party**") with respect to which the other party is obligated to provide indemnification under this Agreement (the "**Indemnifying Party**"), the Indemnified Party shall deliver as promptly as practicable a written notice (a "**Claim Notice**"), which Claim Notice shall describe the Third Party Claim in reasonable detail. The failure to provide such Claim Notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure or is otherwise materially prejudiced thereby.

(ii) The Indemnifying Party shall have the right to participate in or, by giving written notice to the Indemnified Party within thirty (30) days after its receipt of a Claim Notice, to assume the defense of, the Third Party Claim described in such Claim Notice at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; provided, that in the event that the Indemnifying Party assumes the defense of any Third Party Claim, then (A) subject to Section 4.5(e) hereof, the Indemnifying Party shall have the right to take such action as it deems necessary to avoid, dispute, defend or appeal such Third Party Claim in the name and on behalf of the Indemnified Party and (B) the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third Party Claim with counsel selected by it as provided in Section 4.5(e)(i). The assumption of the defense of a Third Party Claim by the Indemnifying Party shall not be construed as an acknowledgment that the Indemnifying Party is liable to indemnify any Indemnified Party in respect of the Third Party Claim.

(iii) Notwithstanding anything to the contrary contained in this Agreement, the Indemnifying Party shall not be entitled to assume control of the defense of a Third Party Claim, and shall pay the fees and expenses of counsel retained by the Indemnified Party, if: (A) such Third Party Claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (B) such Third Party Claim seeks an injunction or equitable relief against the Indemnified Party, (C) the named parties to such Third Party Claim (including any impleaded parties) include both the Indemnified Party and the Indemnifying Party and such Indemnified Party has been advised in writing by such counsel that there is one or more legal defenses available to the Indemnified Party which are not available to the Indemnifying Party, or are available to the Indemnifying Party but the assertion of which would be adverse to the interests of the Indemnified Party or (D) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to prosecute or defend such Third Party Claim. Each party hereto shall cooperate with each other in all commercially reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim.

(e) Settlement of Third Party Claims.

(i) Any Indemnified Party shall have the right to employ separate counsel and to participate in the defense of any Third Party Claim, but the fees and expenses of such counsel shall not be at the expense of the Indemnifying Party unless (A) the Indemnifying Party shall have failed, or is not entitled, to assume the defense of such Third Party Claim in accordance with Section 4.5(d) hereof, (B) the employment of such counsel has been specifically authorized in writing by the Indemnifying Party or (C) the named parties to any such action (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party and such Indemnified Party shall have been advised in writing by such counsel that there is one (1) or more legal defenses available to the Indemnified Party which are not available to the Indemnifying Party, or are available to the Indemnifying Party but the assertion of which would be adverse to the interests of the Indemnified Party. So long as the Indemnifying Party is reasonably contesting any such Third Party Claim in good faith, the Indemnified Party shall not pay or settle any such Third Party Claim. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such Third Party Claim; provided that in such event it shall waive any right to indemnity therefor by the Indemnifying Party for such Third Party Claim unless the Indemnifying Party shall have consented to such payment or settlement.

(i) If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days after the receipt of a Claim Notice with respect to a Third Party Claim hereunder that it elects to undertake the defense thereof, or if the Indemnified Party assumes the defense of such Third Party Claim pursuant to Section 4.5(d) hereof, the Indemnified Party shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal, contest, settle or compromise the Third Party Claim, at the cost and expense of the Indemnifying Party; provided, that the Indemnified Party shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(ii) 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.

(f) The parties' obligations under this Section 4.5 shall survive any termination or expiration of this Agreement.

4.6. LIMITATIONS OF LIABILITY. 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. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 4.6 SHALL NOT APPLY TO: PERSONAL INJURY, INCLUDING DEATH, AND DAMAGES TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. SHARER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH LIABILITY WITH RESPECT TO SHAREE'S STATION, AND SHAREE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH LIABILITY WITH RESPECT TO SHARER'S STATION. THIS SECTION 4.6 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

ARTICLE 5 TERMINATION AND OTHER REMEDIES

5.1. Termination. This Agreement shall be subject to the following termination rights:

(a) No Successful Bid. This Agreement shall automatically terminate if Sharee is not awarded a Successful bid, which such termination shall be effective upon the Results Public Notice.

(b) Incentive Auction Bid Below Reserve Price. This Agreement will automatically terminate if the FCC's offered price for Sharee's Station falls below the Reserve Price during any

round of the Incentive Auction. In that event, Sharee may continue to bid for relinquishment or for a move of its UHF channel to either a High-VHF or Low-VHF channel for its own account.

(c) FCC Conditions. If the FCC imposes a condition on the approval of this Agreement or modifies its rules or policies relating to channel sharing agreements which (i) has the effect of materially increasing the cost of performance by a party of its obligations under this Agreement, or (ii) that cancels, changes or supersedes any material term or provision of this Agreement (collectively “**Regulatory Condition**”), then the parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent, and purpose of this Agreement and as may be necessary to comply with such Regulatory Condition, while maintaining to the greatest extent possible the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition. Should the parties not be able to agree on modifications necessary to comply with such Regulatory Condition, then, upon written notice, either party may elect to submit the matter to binding arbitration pursuant to Section 6.3, such that arbitrators shall determine what modifications shall be necessary to comply with the Regulatory Condition and to maintain, to the greatest extent possible, the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition. In the event that the arbitrator(s) shall determine that no modification is possible that would both satisfy the Regulatory Condition and reasonably maintain the benefit of the bargain, either party may terminate this Agreement.

(d) Breach by Sharee. In the event of a breach of or default under this Agreement by Sharee in any material respect which is not cured within thirty (30) calendar days after a written notice of breach or default, Sharer may take the dispute to binding arbitration, pursuant to Section 6.3, provided that Sharer shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 6.2. Following any such arbitration, if Sharee is found to be in material breach of the Agreement, Sharer may terminate this Agreement with respect to Sharee by written notice to Sharee, provided that such notice of termination shall not take effect for a period of one hundred and eighty (180) days (the “**Wind-Down Period**”) 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 Wind-Down Period and any arbitration period, Sharer shall continue to transmit content provided by Sharee using the Transmission Facilities, provided that Sharer may (i) reduce the spectrum allotted to Sharee under the then-current Engineering Plan and Shared Operating Plan so that Sharee only retains spectrum usage rights adequate to allow it to provide one SD program stream, and (ii) use, lease or otherwise dispose of the spectrum usage rights previously allotted to Sharee under the Engineering Plan and Shared Operating Plan. At the end of the Wind-Down Period, Sharer shall have no further obligations to Sharee.

(e) Breach by Sharer. In the event of a breach of or default under this Agreement by Sharer in any material respect which is not cured within thirty (30) calendar days after written notice of such breach or default, Sharee may take the dispute to binding arbitration, pursuant to Section 6.3, provided that Sharee shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 6.2. Following any such arbitration, if Sharer is found to be in material breach of the Agreement, Sharee may elect to terminate this Agreement by written notice to Sharer or to require Sharer to comply with the arbitration decision so as to preserve the benefits of this Agreement for Sharee.

(f) Loss of License.

(i) Loss of License Prior to the Commencement Date. This Agreement shall terminate automatically if the FCC license to operate either Sharer's Station or Sharee's Station is revoked, relinquished, withdrawn, rescinded, canceled or not renewed (other than in connection with the relinquishment of the license for Sharee's Station due to Successful participation in the Incentive Auction) prior to the Commencement Date, and the FCC order providing for such action is a Final Order.

(ii) Loss of License On or After the Commencement Date. On or after the Commencement Date, this Agreement shall terminate automatically if the FCC license of Sharer's Station or Sharee's Station, in each case, on the Shared Channel, is revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed, other than in the event of a sale or transfer to a third party of such FCC license or related assets of such Station, and the FCC order providing for such action is a Final Order. In such event, notwithstanding such termination, the shared spectrum rights shall revert to the other party (subject to FCC approval) and the other party may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status and, to the extent permitted by the Communications Laws and other applicable law, acquire the spectrum usage rights of the party whose license has been revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed.

(iii) For purposes of this Agreement, a "**Final Order**" is defined as an action taken by the FCC, including action duly taken by FCC staff under delegated authority, which (i) has not been reversed, stayed, enjoined, set aside, annulled or suspended; (ii) with respect to which no timely request for stay, petition for rehearing or reconsideration, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and (iii) 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.

(iv) Notwithstanding the foregoing, in the event that Sharer loses the license for Sharer's Station, the parties may negotiate to modify this Agreement whereby Sharer would continue to provide transmission services for Sharee's Station as described in Article 2 and Article 3 of this Agreement, or would provide other transmission services as the parties may mutually agree.

(g) Bankruptcy. Either party may terminate this Agreement by written notice to the other upon (i) the institution by or against (if the complaint is not dismissed within 60 days) the other party of insolvency, receivership or bankruptcy proceedings, (ii) the other party making an assignment for the benefit of creditors or (iii) the other party's dissolution or ceasing to do business.

5.2. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 5.1, this Agreement shall forthwith become null and void and have no effect, and the obligations of the parties under this Agreement shall terminate, except as set forth in Section 5.3. For clarity, upon termination of this Agreement, all Sub-Sharing Agreements shall forthwith become null and void and have no effect. Nothing in this Article 5 shall relieve either party of any liability for a breach of this Agreement prior to the termination hereof. The termination of this Agreement will not relieve the parties of any liability or obligation which accrued hereunder prior to the effective date of such termination, including any payment obligations, nor preclude either party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement nor prejudice either party's right to obtain performance of any obligation.

5.3. Survival. The parties' obligations under Section 4.5, Section 4.6, Section 5.2, this Section 5.3, Section 6.3, Section 6.5 and Section 7.1 and all provisions related to obligations to pay expenses shall survive any termination or expiration of this Agreement.

5.4. Payment Default Remedy. As a non-exclusive remedy in the event of a default by Sharee of any of its payment obligations under this Agreement, if there is not a good-faith objection to the payment demand, Sharer shall have the right to elect to adjust the spectrum allocation to Sharee so that Sharee only retains spectrum usage rights adequate to allow it to provide one SD program stream for the period during which such payment default shall be uncured.

ARTICLE 6 DISPUTE RESOLUTION

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

6.2. Tiered Dispute Resolution.

(a) Principal Liaisons; Executive Officer Conference. With respect to any issue, controversy or dispute between the parties, first the Principal Liaisons shall confer in good faith and endeavor to resolve such matter. If the parties are unable to come to an agreement on a given matter through the Principal Liaisons within fifteen (15) days of the date on which either party delivers written notice of such issue, controversy or dispute to the other party (a "**Dispute Notice**"), the parties' respective executive officers (or their designees of appropriate seniority) shall meet and confer in good faith in an attempt to resolve the issue.

(b) Special Master Consultation. If such issue, controversy or dispute is not resolved pursuant to Section 6.2(a) within thirty (30) days of the date of a Dispute Notice, the matter may be submitted by mutual agreement to an independent third party with substantial experience and expertise in the business and operation of television broadcast stations (the "**Special Master**") to serve as a non-binding mediator.

(c) Arbitration. If the parties are unable to resolve an issue, controversy or dispute pursuant to Section 6.2(a) within thirty (30) days of the date of a Dispute Notice, or if the parties avail themselves of the procedure set forth in Section 6.2(b) within forty-five (45) days of the date of a Dispute Notice, either party may submit the issue to binding arbitration pursuant to Section 6.3.

6.3. Arbitration. Any controversy or claim arising from or relating to this Agreement and submitted by either party to arbitration pursuant to the procedures set forth in Section 6.2 shall be settled by arbitration administered by the American Arbitration Association under its applicable Procedures for Large, Complex Commercial Disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The seat of the arbitration shall be California. The arbitrators will be selected from a panel of persons having experience with and knowledge of broadcast television and the Communications Laws applicable thereto.

6.4. Expert Determination of Certain Disputes. Any Expert Matter Dispute and any matter that is referred by mutual agreement of the parties for determination by an Expert will be resolved by expedited determination by an Expert as follows:

(a) Upon written request by a party to the other party (an “**Expert Matter Dispute Notice**”), the parties will promptly negotiate in good faith to appoint an appropriate Expert. If the parties are not able to mutually agree upon an Expert within fourteen (14) days after the receipt by a party of an Expert Matter Dispute Notice, the parties will request the National Association for Broadcasters, or such other entity as the parties may mutually agree, to select an Expert.

(b) Within 30 days after the appointment of the Expert, each party will submit to the Expert and the other party a written statement of its respective position on the Expert Matter Dispute. Each party will have fifteen (15) days from receipt of the other party’s submission to submit a written response thereto (each party’s initial response and any subsequent response to the other party’s statement of its position hereafter referred to as a party’s “**Proposal**”). The Expert will have the right to meet with the parties, either alone or together (to the extent the Expert considers appropriate), and the Expert will have the right (to the extent such Expert considers appropriate) to base its determination on such other information and records as the Expert considers appropriate to review.

(c) Unless the parties agree otherwise, the Expert shall resolve the Expert Matter Dispute, no later than 30 days after the Expert has received each party’s Proposals, by selecting the resolution proposed by one of the parties that, in the opinion of the Expert, as a whole is the more closely consistent with the terms and conditions of this Agreement (and, for those matters not specifically addressed by the terms and conditions of this Agreement, that more closely reflects the Expert’s views as to matters that would be customarily and reasonably adopted in the broadcasting industry) and is the more fair and reasonable to the parties in light of the totality of the circumstances and the terms and conditions of this Agreement. The Expert shall promptly provide the parties with a written statement setting forth the basis of the determination in connection therewith. The decision of the Expert will be final and conclusive and binding on the parties.

(d) For purposes of this Section 6.4, “**Expert**” means a disinterested individual, free of conflicts of interest, not an Affiliate of either party who, with respect to a dispute referred to such Expert in accordance with this Agreement, possesses expertise in the operation of broadcast television stations relevant to the subject matter of the Dispute. The Expert will not be or have been at any time during the previous ten (10) years an Affiliate, employee, consultant, officer or director of either party.

(e) For purposes of this Section 6.4, “**Affiliate**” means an individual, entity or organization that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a party.

(f) For purposes of this Section 6.4, “**Expert Matter Dispute**” means any Dispute arising out of or related to Sections 3.3, 3.8(b) and 3.8(c), or otherwise referred to an Expert by mutual agreement of the parties.

6.5. Costs; Confidentiality. Each party will bear its own attorney fees, costs, and disbursements arising out of the dispute resolution procedures described in this Article 6 , and will pay an equal share of the fees and costs of (a) any Special Master appointed pursuant to Section 6.2(b), (b) any arbitrator appointed pursuant to Section 6.3 or (c) any Expert or such other third party related to resolution of the Expert Matter Dispute pursuant to Section 6.4. All Dispute proceedings and decisions of a Special Master, Expert or of an arbitration will be deemed Confidential Information of both parties in accordance with Section 7.1, subject to applicable law.

6.6. Preliminary Relief. In addition to any other available remedies, either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction that is located in the Borough of Manhattan any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

6.7. Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative and not alternative. 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 of this Agreement by a decree of specific performance requiring compliance with this Agreement. 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 and costs from the non-prevailing party.

ARTICLE 7 GENERAL PROVISIONS

7.1. Confidentiality. Subject to the requirements of applicable law or as otherwise agreed upon by the parties, all non-public information regarding Sharer and Sharee and their respective businesses and properties that is disclosed in connection with the negotiation, execution or performance of this Agreement, including without limitation any financial information, ("**Confidential Information**") shall be confidential and shall not be disclosed to any other person or entity. This Section 7.1 shall survive any termination or expiration of this Agreement. Notwithstanding the foregoing, a party may disclose Confidential Information of the other party:

(a) to its own directors, officers, employees, agents, lenders and advisors (the "**Representatives**") who need to know such information for the purpose of evaluating and consummating the transactions, and facilitating a party's performance hereunder, as contemplated by this Agreement, provided that party informs such Representatives of the confidential nature of the Confidential Information, and such Representatives agree to act in accordance with the terms and conditions of this provision;

(b) to one or more prospective investors, lenders and their advisors, provided such prospective investor agrees to be bound by a non-disclosure agreement with Sharer or Sharee, as appropriate; or

(c) in the event a party hereto is requested or required by law, regulation, interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process to disclose any Confidential Information.

The parties acknowledge that Sharee will be required to submit to the FCC an unredacted copy of this Agreement with its FCC Application and a copy of this Agreement with the construction permit applications described in Section 3.1(a), with confidential information redacted, to the extent permitted by the Channel Sharing Rules.

7.2. Information.

(a) Each party shall promptly within five (5) business days of receipt, notify the other party of any notices or other correspondence from the FCC or any other notice from any governmental entity with respect to the technical facilities or technical operations of its Station or the Shared Channel. Each party shall require that any third party licensees to Sub-Sharing Agreements promptly forward such notices or correspondence regarding such third party licensee's station to both Sharer and Sharee. Sharer shall provide Sharee with any copies of any notices it receives from any governmental entity with respect to the Transmitter Site or the Transmission Facilities.

(b) 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 Station using or proposed to be using the Shared Channel, then it shall immediately provide written notice of such proceeding to the other party and promptly within five (5) business days of any request, provide all information with respect thereto as reasonably requested by the other party.

(c) 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 Station using or proposed to be using the Shared 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 promptly within five (5) business days of any request, provide all information with respect thereto as reasonably requested by the other party.

7.3. Fees and Expenses. Except as otherwise provided herein, each party to this Agreement shall bear and pay all fees, costs and expenses (including all legal fees and accounting fees) that have been incurred or that are incurred by such party in connection with the transactions contemplated hereby.

7.4. Assignment and Subleasing. Except as otherwise provided herein, no party may assign this Agreement without consent of the other party, except (i) pursuant to a pro forma transfer of control and (ii) upon prior written notice, either party may assign this Agreement to any FCC-approved assignee or transferee of the FCC license for that party's Station who assumes this Agreement, effective upon consummation of such assignment or transfer, in a writing delivered to the other party and a joinder to this Agreement on terms and conditions reasonably satisfactory to the non-transferring party. Any assignment, sale or transfer of this Agreement in violation of this Section 7.4 shall be null and void. 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 assignee 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. No assignment, delegation or transfer shall relieve any party of any obligation or liability under this Agreement prior to the date of such assignment, delegation or transfer. Except as set forth in Section 4.5, 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. Except as provided in Section 2.5, neither party may sublease its rights on its allocated portion of the spectrum under this Agreement to a third party without the prior written consent of the other party hereto.

7.5. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Laws. Except as provided in Section 5.1(c) with respect to Regulatory

Conditions, if any provision of this Agreement is (i) determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the invalidity of any other provision; (ii) so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable; or (iii) declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain between the parties hereto to the maximum extent possible, consistent with the Communications Laws.

7.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Sharer: John Eck
Chief Local Media Officer
605 3rd Ave, New York, NY, 10158
jeck@univision.net

with a copy to: Christopher Wood
Associate General Counsel, Government & Regulatory Affairs
5999 Center Drive
Los Angeles, CA, 90045
cwood@univision.net

with a copy to: John Buegler
SVP, Finance
500 Frank W. Burr Blvd, Suite 19
Teaneck, NJ, 07666
jbuegler@univision.net

if to Sharee: Mark Antonitis
General Manager
KTSF TV
100 Valley Drive
Brisbane , CA 94005
mantonitis@ktsftv.com

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

Schwartz, Woods & Miller
2001 L Street, NW – Suite 900A
Washington, DC 20036-4940
Attention: Lawrence M. Miller
miller@swmlaw.com

with a copy (which shall not constitute notice to):
Barbara Bissell- Howell
240 Robin Road

Hillsborough, CA 94010

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

Eugene Bissell
1400 Beaumont Dr.
Gladwyne, PA 19035

7.7. 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.

7.8. Amendment, Entire Agreement. This Agreement may not be amended except in a writing executed by all 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.

7.9. Construction.

(a) For purposes of this Agreement, whenever the context requires: (i) the singular number shall include the plural, and vice versa; (ii) the masculine gender shall include the feminine and neuter genders; (iii) the feminine gender shall include the masculine and neuter genders; and (iv) the neuter gender shall include the masculine and feminine genders.

(b) Each of the parties hereto has been represented by legal counsel. Accordingly, 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.

(c) As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(d) Except as otherwise indicated, all references in this Agreement to “Sections,” “Schedules” and “Exhibits” are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.

7.10. Entire Agreement; Counterparts. 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 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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

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

SHARER: KDTV License Partnership, G.P.

* By: John Eck
Name: John Eck
Title: Chief Local Media Officer

SHAREE: Lincoln Broadcasting Company,
A California Limited Partnership

By: _____
Name:
Title:

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:

KDTV License Partnership, G.P.

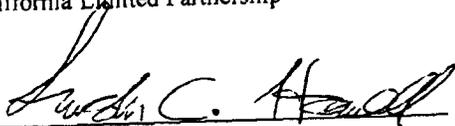
By: _____

Name: John Eck
Title: Chief Local Media Officer

SHAREE:

Lincoln Broadcasting Company,
A California Limited Partnership

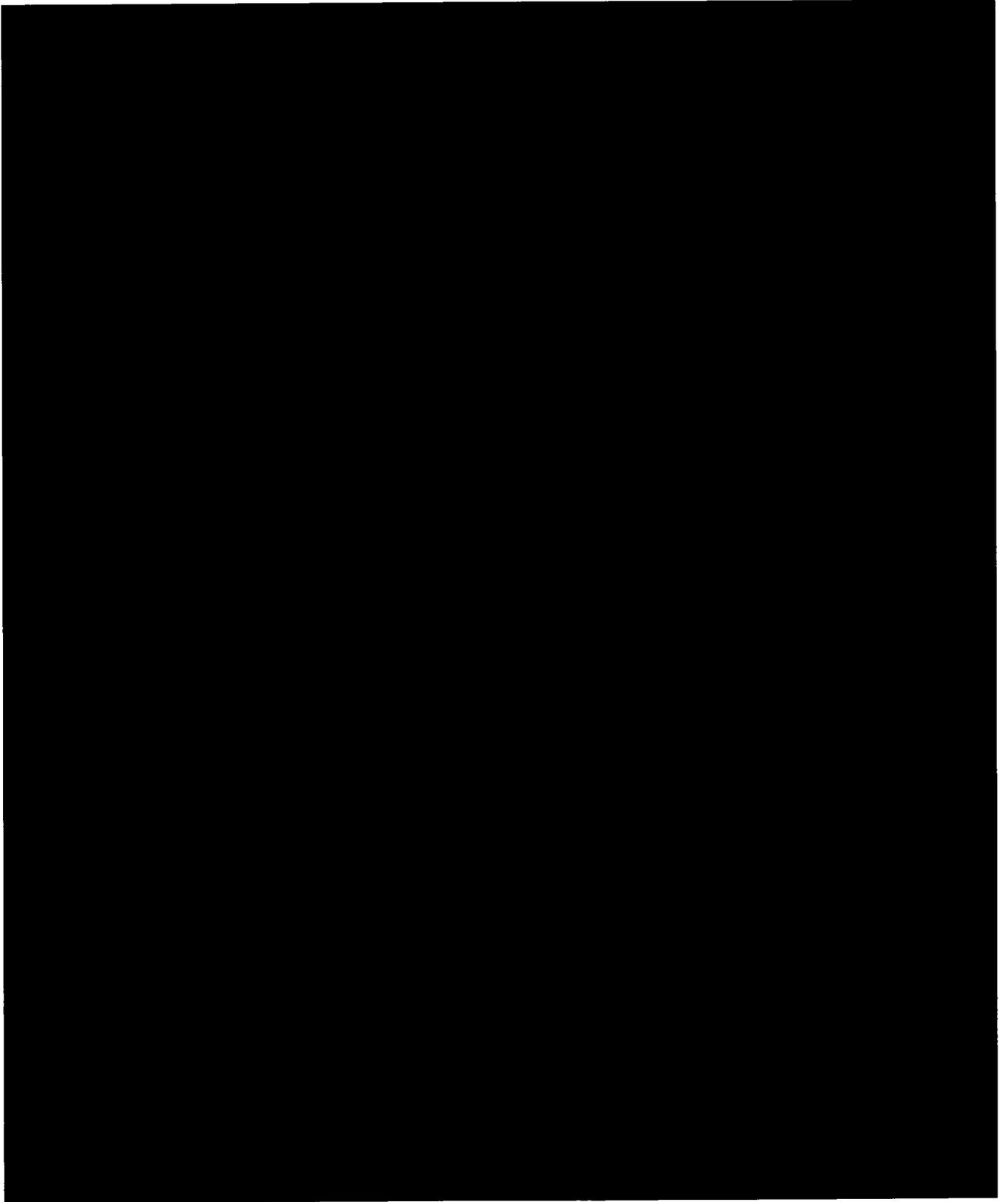
By: _____

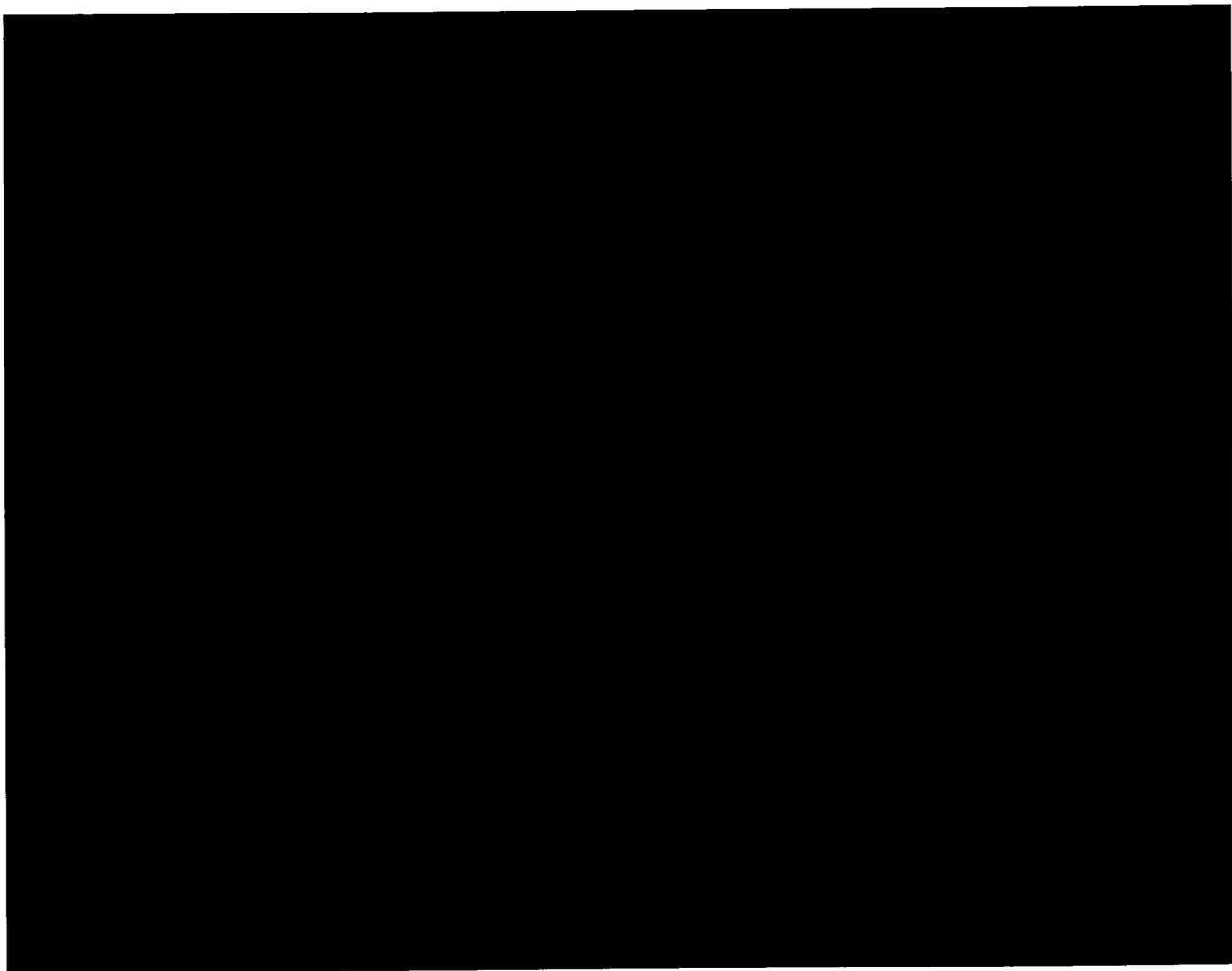

Name: Lincoln Howell
Title: President and CEO of Lincoln
Television, Inc., corporate general partner.

[Signature Page to San Francisco Channel Sharing and Facilities Agreement]

SCHEDULE 1.2(a)

Auction Compliance and Communications Procedures





SCHEDULE 1.3(a)
Bid Procedures; Reserve Price

1. Sharee agrees to submit bids to relinquish its spectrum usage rights in order to channel share with Sharer in every round of the Incentive Auction until the offered bid price falls below the reserve price established by Sharee and set forth below (the “Reserve Price”):

[REDACTED]

2. For the avoidance of doubt, the Reserve Price may only be modified by mutual written agreement of Sharer and Sharee.

3. If the offered bid price falls below the Reserve Price during any round of the Incentive Auction, Sharee may elect, in its sole discretion, to either:

(a) continue to accept bids below the Reserve Price for its own account in recognition of the termination of this Agreement pursuant to its terms;

(b) refuse to accept any subsequent bids and withdraw from the Incentive Auction, upon which this Agreement shall automatically terminate effective upon Sharer’s receipt of the notice required under Section 6 of this *Schedule 1.3(a)* and pursuant to Section 5.1(b); or

(c) modify its bid option from a relinquishment/channel sharing bid to a bid to move from a UHF to a VHF channel, upon which modification this Agreement shall automatically terminate effective upon Sharer’s receipt of the notice required under Section 6 of this *Schedule 1.3(a)* and pursuant to the terms of Section 5.1(b).

4. Each party hereby designates the individuals listed below as such party’s Bidding Liaison(s) during the Incentive Auction. The Bidding Liaison(s) shall comply with the restrictions set forth in Section 1.2(a) of this Agreement, including the FCC Communications Prohibitions.

Sharer Bidding Liaisons: [REDACTED]

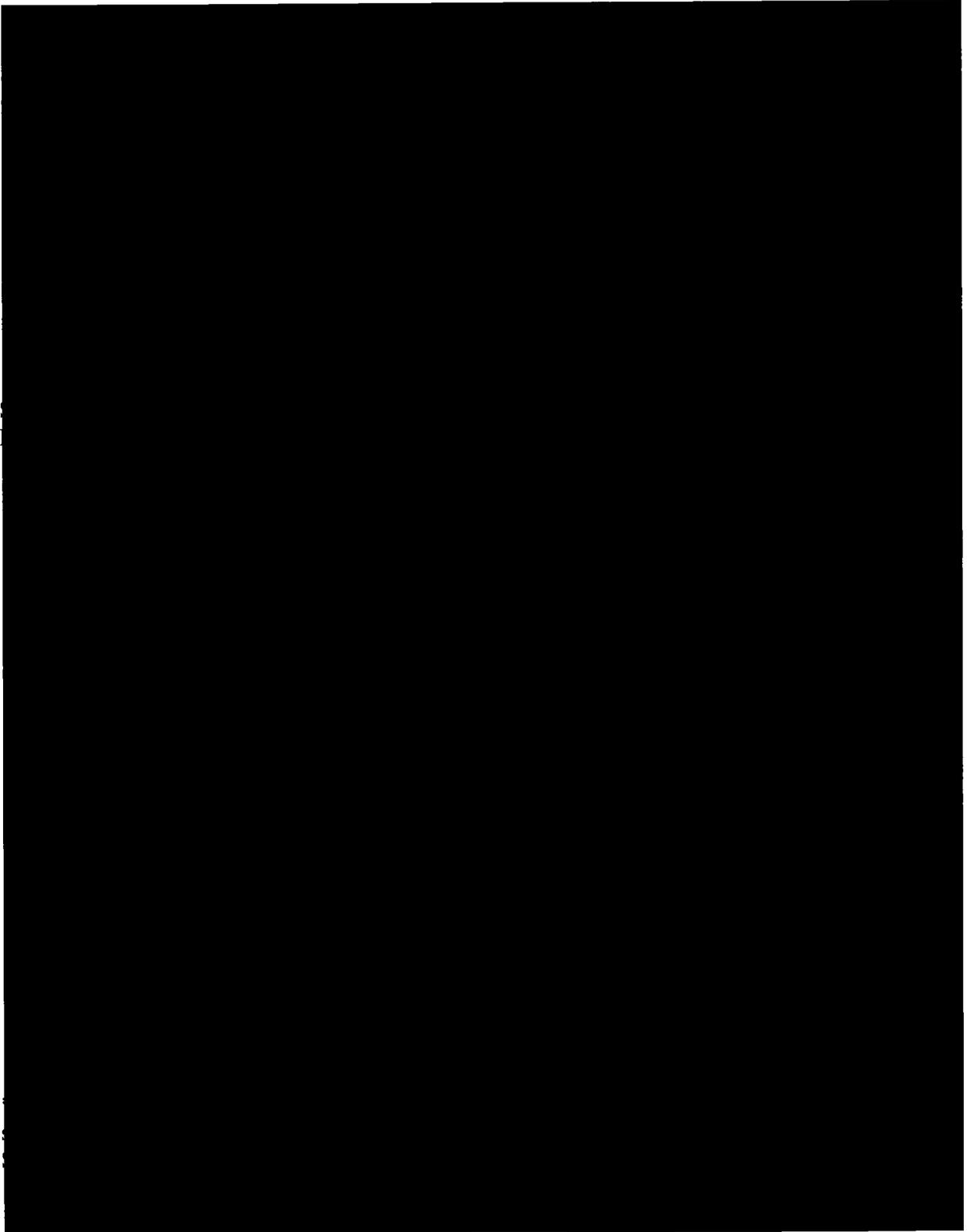
Sharee Bidding Liaisons:
[REDACTED]

5. Each party’s Bidding Liaisons shall have authority to bind such party during the course of the Incentive Auction. Sharee shall promptly communicate to Sharer, via each party’s respective Bidding Liaisons, the amount of every bid offered by the FCC for its spectrum in each round of the Incentive Auction, as well as the deadline to respond to each such bid.

6. Sharee shall immediately notify Sharer's Bidding Liaison of any election by Sharee to take any of the actions permitted in Section 3 of this *Schedule 1.3(a)*, with respect to its participation in the Incentive Auction

* * *

SCHEDULE 1.4
Auction Proceeds Allocation



SCHEDULE 2.1 ***Engineering Plan***

1. Definitions

Encoding Location – The physical location of the KDTV-DT shared encoding pool equipment shall be 50 Fremont, 41st Floor, San Francisco, CA 94105.

Acceptable Video Baseband Format – An uncompressed source video stream, which in this context, is a source equivalent to the output of the Sharee's Master Control equipment. This includes 1.5 Gbps HD-SDI (SMPTE 292M) and 270 Mbps SD-SDI (SMPTE 259M). HD Video compressed with light, visually lossless compression using 270 Mbps SDTI (SMPTE 348) is an acceptable format. Any other format mutually agreed by Sharer and Sharee.

Acceptable Audio Baseband Format – The audio for each program shall be encoded as specified in ATSC A/52 and leveled as specified in ATSC A/83. The audio shall be embedded in one of the Acceptable Video Baseband formats.

2. Distribution Feeds

- a) The Sharee shall deliver source quality program feeds to the Encoding Location in an Acceptable Audio and Video Baseband format.
- b) The Sharee shall be responsible for any desired audio watermark insertion.
- c) The Sharee shall be responsible for delivering the distribution feed with any Closed Captioning, Emergency Alert System (EAS), and Descriptive Video content required for compliance with FCC regulation. The Sharer will not be responsible for insertions of additional content, required for regulatory compliance. The Sharer's responsibility will be limited to the insertion of metadata required to correctly transmit PSIP required data.
- d) The Sharee shall provide access to the Sharee's designated program guide metadata aggregator. The Sharer shall use the data provided by the designated aggregator to create the required PSIP tables for the Sharee program streams.

3. Architecture

The encoding architecture is fully redundant with primary and secondary encoders, automatic change over switching, and redundant studio to transmitter link. It is recommended that the Sharee utilize redundant source delivery paths. The redundant delivery path may be lower bandwidth utilizing additional compression as necessary to minimize costs associated with the redundant path. Encoding hardware utilizes an integrated Stat Mux. The encoding pool is monitored with system management software. Monitoring provides data necessary for Stat Mux pool balancing and bitrate allocation and verification of the multiplexing parameters agreed between Sharer and Sharee. The monitoring system will provide the necessary data to satisfy the reporting requirements of Article 2.1.

A diagram of the encoding architecture is contained in the following embedded document

4. Transport Stream Compression and Encoding Configuration

Shared PSIP Configuration – From time to time the Sharee shall provide the Sharer all of the relevant information required for the configuration of their program streams including information such as, but not limited to, Short Channel Name, Major Channel Number, Minor Channel Number, Service Location Descriptor. To limit the data rate of the Shared PSIP to no more than 360kbs the number of Event Information Tables (EITs) for Sharer and Sharee will be capped. EITS for a 24 hour period require approximately 1 kbps per virtual channel. Each party will be entitled to an EIT bandwidth of no more than 6 kbps. If a party adds additional virtual channels they will need to reduce the number of EITs per channel accordingly. The Sharee shall provide the Sharer with a written request for any required change to PSIP information. The Sharer will make commercially reasonable efforts to implement requested changes with **48** hours of notification.

Audio Configuration

The audio programs described in this section shall be used by the Sharer and Sharee. Either party may add or remove audio programs as desired, however any additional bandwidth required shall be recovered from that party's share of overall bandwidth. Such a change shall be treated as a modification the current program multiplex as described in section xx.

HD Main

Audio 3/2L – Main audio program associated with an HD video program. The program consists of 5.1 channels (“Surround” 3 front channel, 2 rear channels, on low frequency effects channel or 3/2L) using AC-3 encoding at 384 kbps.

HD Aux Audio 3/2L – A second audio program associated with an HD video program. The program often carries a second language broadcast. The programs consist of two channels (“Stereo”, 2 front channels 2/0) using AC-3 encoding at 160 kbps.

HD 21CVAA 2/0 – An audio program which carries speech descriptions of any Emergency Alert Video content on the *associated HD* program. This content includes screen crawls and graphics used for emergency notifications such as server weather graphics. This program is intended for visually impaired listeners and is required for compliance with the 21st Century Communications and Video Accessibility Act of 2010. The program consists of 2 channels (“Stereo” 2 front channels 2/0) using AC-3 encoding at 160 kbps.

HD EAS SD Compliance – TBD

SD Main Audio 2/0 - Main audio program associated with an SD video program. The program consists of 2 channels (“Stereo” 2 front channels 2/0) using AC-3 encoding at 160 kbps.

SD 21 CVAA 2/0 - An audio program which carries speech descriptions of any Emergency Alert Video content on the *associated SD* program. This content includes screen crawls and graphics used for emergency notifications such as server weather graphics. This program is intended for visually impaired listeners and is required for compliance with the 21st Century Communications and Video Accessibility Act of 2010. The program consists of 2 channels (“Stereo” 2 front channels 2/0) using AC-3 encoding at 160 kbps.

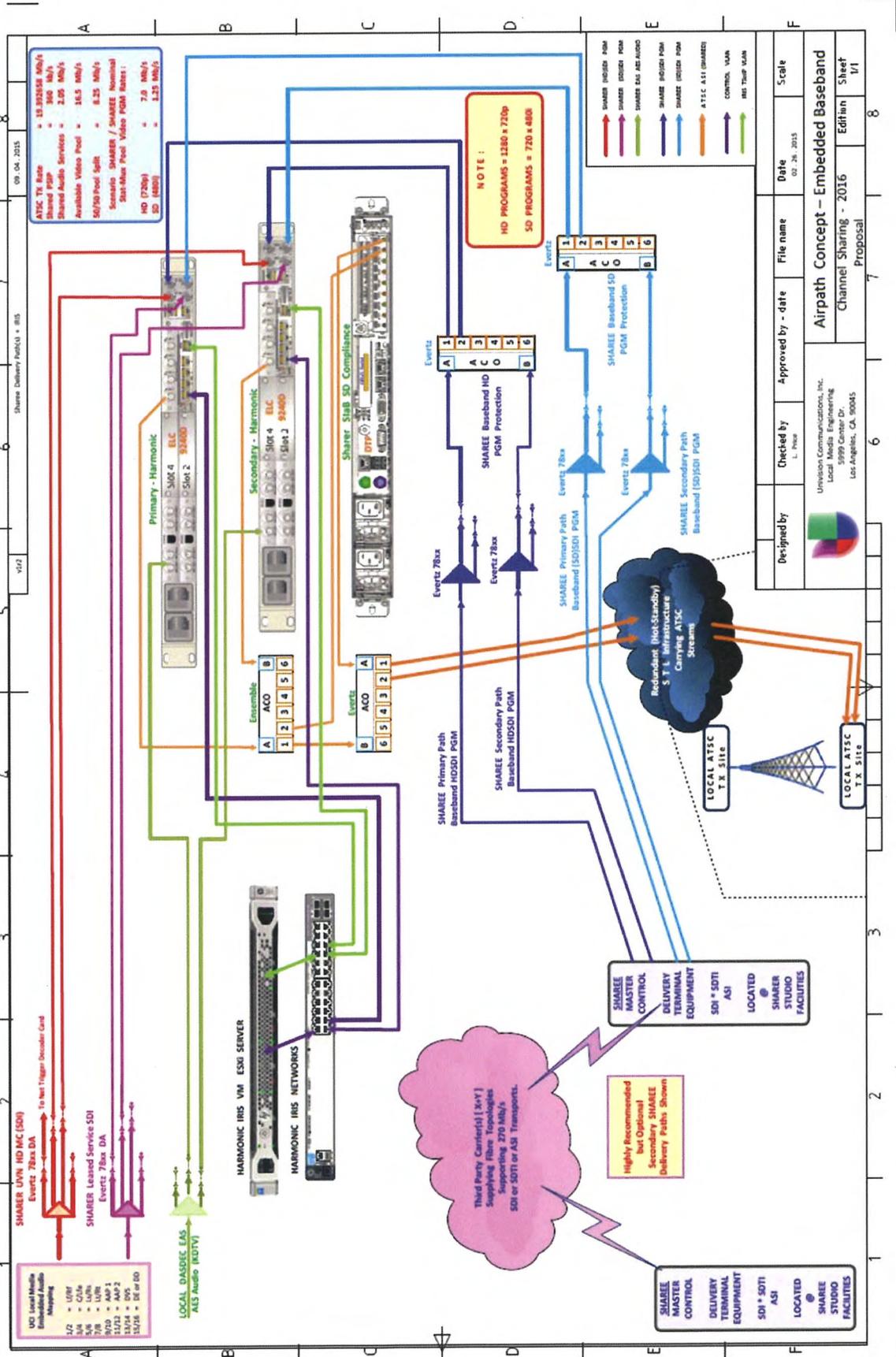
Transport Stream Configuration

The audio and video transport stream configuration shall be according the following table:

2HD + 2SD Sharing	Programs	Min Mbps	Max Mbps	Nom Mbps	Total Mbps	Sharer Weight Mbps	Sharee Weight
Shared PSIP				0.360	0.360		
HD Main Audio 3/2L	2			0.384	0.768		
HD Aux Audio 2/0	2			0.160	0.320		
HD 21CVAA 2/0 (Video Description)	2			0.128	0.256		
HD EAS SD Compliance	1			0.128	0.128		
SD Main Audio 2/0	2			0.160	0.320		
SD 21CVAA 2/0	2			0.128	0.256		
Total Audio Svcs					2.048		
720p	2	4	9	7	14 (VBR)	7.0	7.0
480i	2	0.75	1.80	1.25	2.5 (VBR)	1.25	1.25
Total Video Svcs					16.5		
Total All Svcs					18.908		

This configuration may be modified on mutual consent of the parties as stated in Article 2.

Encoding Architecture



SCHEDULE 3.2(b)
Shared Equipment

Transmission Facility Assets
KDTV-DT San Francisco, CA

Antenna, Line, Tower

- *Andrew ATW25H4-ETP-51H antenna
- Andrew MACX-675 rigid coaxial transmission line (modification possibly required if RF channel changed)
- Dielectric 4-1/16" rigid coaxial transmission line (spare to ex-FLO-TV antenna)
- Tower Structures 392' tower

Transmitter & RF Subsystem

- Bird 15 kW air-cooled dummy load
- *Andrew Passive Power constant-impedance emission mask filter
- 4-port coaxial switch
- *Harris DHD-45P2 transmitter, 10 kW maximum output
- Bird 10 kW air-cooled dummy load
- Rohde & Schwarz NV7500V backup transmitter, wideband, approx. 5 kW max

Encoding, Switching, Input

- Harmonic Electra 9242 ATSC transport stream encoders (redundant)
- Ensemble Designs 4455 ASI protection switches & associated card cage w/power supplies, at both studio and transmitter

STL Microwave

- IMT/Eurtotek 7 GHz bidirectional, redundant studio-transmitter microwave link
- Andrew flexible waveguide connecting microwave antennas to transmitters/receivers at studio and transmitter
- Andrew 8' dish antennas, at studio & transmitter

Supporting Facilities

- Transmitter room electric power distribution system
- Backup power diesel engine/generator set
- MGE 10 kW UPS
- Redundant air conditioners (2)

* To be replaced if RF channel is changed
Monitoring equipment not included, as it is assumed that Sharee would provide its own

* * *

SCHEDULE 3.8(b)
Shared Costs

Subject to the provisions of Section 3.8(b), the Shared Costs may include, but are not limited to, the following categories of expenses, which may be updated from time to time by the parties by mutual agreement pursuant to Section 3.10 as may be reasonably necessary to reflect new shared operations, changes in technology or other changed circumstances. For the avoidance of doubt, the Shared Costs are intended to cover Sharer's expenses in operating, maintaining and repairing the Transmission Facilities, and (ii) other costs deemed necessary by mutual agreement of the parties.

Shared Expenses – detail



KDTV-DT_Expenses_
v2.pdf



KDTV_DT Ground
Lease.pdf

Ground lease
Utilities
Property taxes
Recurring maintenance
Capital improvements
Dedicated or shared Engineering Personnel
Transmission or connectivity costs shared by the parties
Other items to be agreed upon by the parties

* * *

SCHEDULE 4.2(c)
Liens and Encumbrances

Sharer is a subsidiary of Univision Communications, Inc. (“UCI”), and substantially all of Sharer’s assets are pledged as collateral for UCI’s senior credit facilities and UCI’s senior secured notes.