

## CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AGREEMENT (this “**Agreement**”) is made as of December 13, 2017 (“**Effective Date**”) by and between Window to the World Communications, Inc., an Illinois not for profit corporation (“**Sharer**”) and Board of Trustees of Community College District # 508, County of Cook and State of Illinois, and Illinois public community college district (“**Sharee**”).

WHEREAS, Sharer is the licensee of noncommercial educational television station WTTW (Facility ID 10802), currently licensed by the Federal Communications Commission (the “**FCC**”) to operate on Channel 47 (“**WTTW Pre-Transition Channel**”) at Chicago, Illinois, but reassigned in the *Auction 1000 Closing and Channel Reassignment Public Notice* released by the FCC on April 13, 2017 (“**CCRPN**”) to Channel 25 (“**WTTW Post-Transition Channel**”) in the repacking process associated with the broadcast television spectrum auction conducted pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-30 (the “**Incentive Auction**”);

WHEREAS, Sharee is licensee of noncommercial educational television station WYCC (Facility ID 12279), currently licensed by the FCC to operate on Channel 21 (“**WYCC Channel**”) at Chicago, Illinois, but subject of a winning channel relinquishment bid in the Incentive Auction as announced in the CCRPN, and WYCC will be required to cease operating on Channel 21 following its receipt of Incentive Auction proceeds in accordance with the *Post-Incentive Auction Broadcast Transition Public Notice* released by the FCC on January 27, 2017 (“**Transition Public Notice**”);

WHEREAS, Sharer and Sharee desire to enter into an agreement to share the WTTW broadcast channel (the “**Shared Channel**”) in accordance with all existing and future FCC rules and published policies governing channel sharing agreements (“**Channel Sharing Rules**”). The parties acknowledge and agree that the Shared Channel shall initially be the WTTW Pre-Transition Channel, but shall be transitioned following the commencement of channel sharing to the WTTW Post-Transition Channel; and

WHEREAS, Sharer and Sharee are also entering into an Asset Purchase Agreement (“**APA**”) pursuant to which Sharer will acquire the license for station WYCC, subject to the prior consent of the FCC.

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

1. Term. Unless earlier terminated in accordance with this Agreement, the term of this agreement (“**Term**”) shall begin on the Effective Date and shall continue until the earlier of termination pursuant to Section 10 or June 30, 2018. The Term will not automatically renew, and any renewal or extension will only be pursuant to negotiation by the parties.

2. FCC Filings and Required Notifications. Pursuant to the requirements of the Channel Sharing Rules and the Transition Public Notice, the parties shall timely file all filings and provide all notifications that may be required by the circumstances and the Channel Sharing Rules, the Transition Public Notice or other FCC rules, policies and directives throughout the Term of this Agreement to maintain their licenses in good standing, implement facility modifications for the shared channel and otherwise implement the channel sharing arrangement contemplated by this Agreement. The parties

shall cooperate in good faith with respect to FCC filings and required notifications, and each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC filings and required notifications. Each party shall also promptly notify and provide a copy to the other of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Neither party shall take any action that would reasonably be expected to result in the dismissal of any FCC application without the prior written approval of the other party.

3. Allocation of Bandwidth/Use of Shared Capacity.

(a) Generally. Pursuant to the Channel Sharing Rules, from and after a date and time determined by mutual agreement of the parties following the FCC's grant of the Sharee's application for a construction permit to operate on the WTTW Pre-Transition Channel on a shared basis with Sharer (the "**Sharee CP Application**"), Sharer shall transmit content provided by Sharee over the Shared Channel. Sharer and Sharee shall share the Shared Channel (or 19.39 Megabits per second ("**Mbps**") of capacity as allocated under the current ATSC 1.0 standard), with Sharee being entitled to capacity sufficient to broadcast a single Standard Definition ("**SD**") program stream. Sharer shall be entitled to all other capacity of the Shared Channel. All costs attendant to the transmission and payment for all of the Sharee's programming shall be fully paid by Sharer.

(b) Use of Shared Capacity. Each of Sharer and Sharee shall have the right to use its allocated capacity on the Shared Channel in accordance with this Agreement (subject to compliance with the Channel Sharing Rules and with the Communications Act of 1934, as amended, and the rules, regulations and written policies of the FCC and all other applicable laws), but the parties contemplate that Sharee's capacity will be used to continue to transmit the World View programming service currently carried on station WYCC.

4. FCC Compliance and Other Rights and Obligations.

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

(b) Authorizations and Applications. Each of Sharer and Sharee shall maintain all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective television station in full force and effect during the Term. Sharer shall have the right at any time to modify the Shared Channel, and in such event Sharee shall join with Sharer to file FCC appropriate applications for construction permits and licenses and other authorizations to effectuate Sharer's plans. All costs attendant to any such modification shall be paid by Sharer.

(c) Compliance with Law. Sharer and Sharee shall each comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of its Station and its use of the Shared Channel. Sharer shall be solely responsible for all content it transmits on the Shared Channel, and Sharee shall be solely responsible for all content it causes to be transmitted on the Shared Channel. All costs of content transmission shall be the responsibility of Sharer. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws.

(d) Control. Consistent with FCC rules, Sharer shall control, supervise and direct the day-to-day operation of Sharer's Station (including Sharer's employees, programming and

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

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

(f) Carriage Rights. Sharer and Sharee shall each be responsible for exercising must-carry rights for its station or any other right of distribution.

## 5. Facilities for Shared Channel

(a) Definitions. For the purposes of this Agreement, "**Transmission Facilities**" means the Master Control Site, Transmitter Site and the Shared Equipment used to generate television signals and broadcast on the Shared Channel.

(b) Shared Equipment. Sharer shall, at its expense, provide, own and hold title to the transmitter and other equipment necessary for channel sharing and for the simultaneous encoding and transmission of content streams on the Shared Channel that will be used by Sharer and Sharee in the operation of their respective television stations broadcasting on the Shared Channel ("**Shared Equipment**"). Sharer currently contemplates that major relevant components of the Shared Equipment will include the equipment listed in Attachment A hereto, which equipment may be modified in Sharer's sole discretion, consistent with the other provisions of this Agreement. During the Term, Sharer shall maintain, operate and repair the Transmission Facilities in accordance with good engineering practices customary in the television industry.

(c) Access to Transmission Facilities. Sharee personnel shall have reasonable access to the Transmission Facilities during normal business hours. Sharee shall not act contrary to the terms of any lease for the Transmitter Site, permit to exist any lien, claim or encumbrance on the Transmission Facilities, make material alterations to the Transmission Facilities that affect the Shared Channel, or interfere with the business and operation of the Sharer's television station or Sharer's use of the Transmission Facilities.

(d) Interference. Sharer shall be responsible for operating the Transmission Facilities in accordance with all applicable laws and regulations. The parties shall use commercially reasonable efforts to avoid interference between their respective operations and shall promptly resolve any interference that arises in connection with such operation.

(e) Temporary Reduction or Cessation of Shared Channel. Sharer may temporarily reduce, limit or cease use of the Shared Channel for purposes such as installation, maintenance or repair of equipment; provided that Sharer takes all reasonable steps to minimize the amount of time the Shared Channel shall cease operations or operate with reduced facilities and that Sharer shall take all reasonable steps to schedule such work at a time convenient to the parties. Sharer shall provide Sharee notice prior to the reduction or cessation of the shared channel.

All costs and expenses attendant to matters contemplated by 5(d) and (e) shall be the responsibility of Sharer.

(f) Technical Failures. In the event that the Transmission Facilities suffer a failure, such that the Transmission Facilities must temporarily cease broadcasting or operate at reduced power levels, Sharer shall use commercially reasonable efforts, consistent with good engineering practices customary in the television industry, to repair the Transmission Facilities to return the Shared Channel as quickly as practicable to operations at its full authorized power. Sharer shall not have any liability to Sharee for loss of revenue or other damages resulting from any work under this Section 5.

(l) Force Majeure. Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

6. Payments and Costs

(a) Sharing Fees. In consideration of Sharer's sharing of capacity on the Shared Channel with Sharee for the Term, Sharee shall pay to Sharer a Sharing Fee in the amount of One Dollar (\$1.00).

(b) Operating Costs. Sharer shall pay all costs of operating the Transmission Facilities and transmitting the parties' signals including but not limited to all attendant costs on the Shared Channel, and Sharee shall have no obligation to contribute to these costs.

7. Representations and Warranties. Each party hereto represents and warrants to the other party hereto that, as of the Effective Date: (a) it is duly organized and validly existing under the laws of the State of Illinois; (b) it has full power and authority and has taken all action necessary to enter into and perform this Agreement; (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; and (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

8. Indemnification.

(a) General Indemnification. Sharer and Sharee shall each indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all loss, liability, cost and expense, including reasonable attorneys' fees ("**Losses**") arising from any third party claim relating to (i) any breach of or default under any covenant or other term of this Agreement by the indemnifying party; or (ii) any violation of applicable law or regulation by the indemnifying party.

(b) Specific Indemnification. Without limiting the terms of Section 8(a), Sharee shall indemnify, defend and hold Sharer harmless from and against, and compensate and reimburse Sharer for, any and all Losses arising from any third party claim relating to the termination by Sharee of its current transmitter site lease(s). Sharer shall indemnify, defend and hold Sharee harmless from and against, and compensate and reimburse Sharee for, any and all Losses arising from any third party claim relating to Sharer's ownership or operation of the Transmission Facilities, including Sharer's obligations under any leases for the Transmitter Site.

(c) Programming Indemnification. Without limiting the terms of Sections 8(a) or 8(b), Sharer and Sharee shall each indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all Losses arising from any third party claim relating to the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

(d) Indemnification Procedures and Claims Settlement. The party seeking indemnification hereunder will (i) give the indemnifying party notice of the claim, (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of any claim, and (iii) give the indemnifying party the right to control the defense and settlement of any such claim, except that the indemnifying party shall not enter into any settlement without the indemnified party's prior written consent (unless such settlement involves monetary damages only, the full cost of which is paid by the indemnifying party). The indemnified party shall have no authority to settle any claim on behalf of the indemnifying party without the prior written consent of the indemnifying party. Notwithstanding any other provision hereof, the indemnifying party shall not, without the prior written consent of the indemnified party, enter into any settlement of a claim that does not include as an unconditional term thereof the giving by the person or entity asserting such claim to all indemnified parties of an unconditional release from all liability with respect to such claim.

9. LIMITATIONS OF LIABILITY.

(a) Limitations. EXCEPT AS PROVIDED IN SECTION 9(b), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY PUNITIVE, CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL LOSS OR DAMAGE SUFFERED BY THE OTHER ARISING FROM OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, INCLUDING LOSS OF DATA, PROFITS OR INTERRUPTION OF BUSINESS EVEN IF SUCH PARTY HAS BEEN INFORMED OF OR MIGHT OTHERWISE HAVE ANTICIPATED OR FORESEEN THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

(b) Exceptions. Notwithstanding anything contained herein to the contrary, the limitations of liability contained in Section 9(a) shall not apply to (i) either party's indemnification obligations under Section 8; and (ii) personal injury, including death, and damage to tangible property caused by the willful or intentional acts of a party or its employees, agents, or subcontractors.

10. Default/Termination

(a) Breach by Sharee. In the event of a breach of or default under this Agreement by Sharee which is not cured within ten (10) days after a written notice of breach or default, Sharer may terminate this Agreement by written notice to Sharee, and such notice of termination shall take effect on such date specified by Sharer in such notice, which may be effective immediately.

(b) Breach by Sharer. In the event of a breach of or default under this Agreement by Sharer which is not cured within ten (10) days after a written notice of a breach or default, Sharee may terminate this Agreement by written notice to Sharer, which termination shall be effective on a date, selected at Sharee's sole discretion, up to ninety (90) days after the date of the termination notice.

During such period, Sharer shall continue to transmit content using the Transmission Facilities, provided that Sharee complies in all respects with this Agreement.

(c) Loss of License. This Agreement shall terminate automatically if the FCC license of Sharer's Station (or Sharer's FCC authorization to operate on the Shared Channel) is revoked, relinquished, surrendered, withdrawn, rescinded, canceled, or not renewed (and the FCC order providing for such action is a Final Order). In such event, the shared spectrum rights shall revert to Sharee (subject to FCC approval) and Sharee may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status and acquire the spectrum usage rights of Sharer, and the parties, acting in good faith, may negotiate the sale to Sharee of the Shared Equipment and/or the Transmitter Site at fair market value, free and clear of liens, claims and encumbrances. This Agreement shall also terminate automatically if the FCC license of Sharee's Station (or Sharee's FCC authorization to operate on the Shared Channel) is revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed and the FCC order providing for such action is a Final Order. In such event, the shared spectrum rights shall revert to Sharer (subject to FCC approval) and Sharer may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status and acquire the spectrum usage rights of Sharee. For purposes of this Agreement, "**Final Order**" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for a stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(d) Other Termination. This Agreement may be terminated by the mutual agreement of Sharer and Sharee at any time, and shall automatically terminate upon the closing of the acquisition of the WYCC license by Sharer pursuant to the APA, or upon the termination of the APA prior to such closing.

(e) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

## 11. General Provisions

### (a) Information.

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

(ii) If either party becomes subject to litigation or similar proceedings before the FCC (including without limitation initiation of enforcement actions) or other court or governmental authority that is reasonably likely to have a material adverse effect on such party or its television station using or proposed to be using the Shared Channel, it shall provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

(b) Assignment. Neither party may assign, delegate or otherwise transfer this Agreement without first obtaining the other party's prior written consent.

(d) Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules of the FCC. If any provision of this Agreement is deemed invalid or unenforceable to any extent by any court of competent jurisdiction or the FCC, the remainder of this Agreement and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(e) Ethics Policy. Sharer agrees to comply with the Sharee's Ethics Policy and with any amendments adopted thereafter. A copy of the Sharee's Ethics Policy can be found at [www.ccc.edu](http://www.ccc.edu).

(f) Inspector General. It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General's authority under Article 2, Section 2.7.4(b) of the Board Bylaws.

(g) Notices. Any notice pursuant to this Agreement shall be (i) in writing, may be delivered by personal delivery, sent by commercial delivery service or certified mail, return receipt requested, or sent by email (with, if available under email options, a "delivery receipt" and a "read receipt" being requested), (ii) deemed to have been given on the date of actual receipt, which may be presumptively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, or on the date of the sender's receipt of a "read receipt" from recipient or sender's confirmation by phone of recipient's receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any party, to any other address that such party may from time to time designate in a writing delivered in accordance with this Section 13(e).

if to Sharer:

Window to the World Communications, Inc.  
5400 North St. Louis Avenue  
Chicago, Illinois 60625-4698  
Attn: President and CEO  
Email: [dschmidt@wttw.com](mailto:dschmidt@wttw.com)

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

Todd D. Gray  
Gray Miller Persh, LLP  
1200 New Hampshire Ave., N.W., Suite 410  
Washington, DC 20036  
Email: [tgray@graymillerpersh.com](mailto:tgray@graymillerpersh.com)

if to Sharee:

City Colleges of Chicago  
226 W. Jackson Blvd.  
Chicago, IL 60606  
Attn: General Counsel  
Email: [emunin@ccc.edu](mailto:emunin@ccc.edu)

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

Shainis & Peltzman, Chartered  
1850 M Street, NW, Suite 240  
Washington, DC 20002  
Attention: Aaron Shainis, Esq.  
Email: aaron@s-plaw.com

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

(g) Miscellaneous. The construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the choice of law provisions thereof. This Agreement may not be amended except in a writing executed by both parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver or consent is sought. 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]

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

SHARER:

WINDOW TO THE WORLD  
COMMUNICATIONS, INC.

By: 

Name:

Title:

DANIEL J. SCHMIDT  
PRESIDENT & CEO

SHAREE:

COMMUNITY COLLEGE DISTRICT #508,  
COUNTY OF COOK AND STATE OF  
ILLINOIS

By: 

Name:

Title:

Walter E. Massey  
Chairman

APPROVED AS TO LEGAL FORM:

By: 

Eugene L. Muhin

General Counsel

ATTACHMENT A

Shared Equipment List

## Shared Equipment List

<b>QTY.</b>	<b>DESCRIPTION</b>
1	Harmonic Encoding system, Including statistical multiplexing and PSIP generation/insertion.
1	Ross NWE-TS Neilsen watermarking encoder.
1	VisLink STL system consisting of IPLink radio, IPLink RX radio, waveguide and antennas.
2	GatesAir M2 Exciters.
2	GatesAir Sigma CD Diamond Transmitters.
1	Dielectric RF system with combiner and switch.
1	System of Dielectric 4-1/8" Transmission line, fittings, hangars and hardware.
1	ERI ATW15H4-HSC1-25H antenna channel 47.