

Channel Sharing Agreement

A copy of the Channel Sharing Agreement (“CSA”) subject to the instant application is attached.

In accordance with *Expanding the Economic and Opportunities of Spectrum Through Incentive Auctions*, First Order on Reconsideration and Notice of Proposed Rulemaking, 30 FCC Rcd 6668, FCC 15-67, ¶28, fn 88 (2015), Schedule B to the CSA has not been included because it contains confidential and proprietary information. The excluded schedule will be made available to the Commission upon request.

The parties to the CSA are also parties to other agreements concerning the station which are unrelated to the sharing of the channel bandwidth and shared transmission facilities as proposed herein and therefore are not germane to the Commission’s review of the instant application. These other agreements will be made available to the Commission upon request or otherwise to the extent required by the Commission’s rules.

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CHANNEL SHARING AGREEMENT

This CHANNEL SHARING AGREEMENT (this “**Agreement**”) is entered into as of April 20, 2017, by and between Hearst Properties Inc., a Delaware corporation (“**Host**”), and Greensboro TV, LLC, a Virginia limited liability company (“**Sharee**”).

RECITALS

WHEREAS, Host holds the following commercial digital television broadcast station license issued by the Federal Communications Commission (the “**FCC**”) and, in connection therewith, Host owns and operates the following digital television station (the “**Host Station**” or when reference is to Host, “**its Station**”):

| | |
|---------------------------------|---|
| <i>Call Sign:</i> | WXII-TV |
| <i>FCC Facility Id #:</i> | 53921 |
| <i>Community of License:</i> | Winston-Salem, NC |
| <i>Frequency Channel:</i> | 31 (Repacked to 16) |
| <i>Virtual/PSIP Channel:</i> | 12 |
| <i>FCC License File Number:</i> | BLCDT-20050627AAU |
| <i>License Expiration:</i> | 12/01/2020 |
| <i>Nielsen Market (DMA):</i> | Greensboro-High Point-Winston Salem, NC |

WHEREAS, Sharee holds the following commercial digital television broadcast station license issued by the FCC and, in connection therewith, Sharee owns and operates the following digital television station (the “**Sharee Station**” or when reference is to Sharee, “**its Station**”):

| | |
|---------------------------------|---|
| <i>Call Sign:</i> | WCWG(TV) |
| <i>FCC Facility Id #:</i> | 35385 |
| <i>Community of License:</i> | Lexington, NC |
| <i>Frequency Channel:</i> | 19 |
| <i>Virtual/PSIP Channel:</i> | 20 |
| <i>FCC License File Number:</i> | BLCDT-20070418ACV |
| <i>License Expiration:</i> | 12/01/2020 |
| <i>Nielsen Market (DMA):</i> | Greensboro-High Point-Winston Salem, NC |

WHEREAS, in accordance with the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, §§ 6402, 6403, 125 Stat. 156 (2012), including any extensions, amendments, or successors thereto (the “**Spectrum Act**”), the FCC conducted a broadcast television spectrum incentive auction in connection with which digital television broadcast licensees were permitted to bid to relinquish all or a portion of their broadcast spectrum usage rights to the FCC in exchange for incentive payments (the “**Incentive Auction**”);

WHEREAS, in accordance with the Spectrum Act, the FCC has adopted rules and policies in connection with the Incentive Auction that permit a digital television broadcast

licensee that relinquishes all of its broadcast spectrum usage rights for a station in the Incentive Auction to remain an FCC licensee of that station and continue to operate that station after the conclusion of the Incentive Auction using spectrum shared with another digital television broadcast licensee that does not fully relinquish such spectrum rights in the Incentive Auction, including the FCC's rules in 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended, and policies and decisions reflected in related FCC Reports and Orders, Public Notices, and other applicable orders, notices, rulings, or decisions of the FCC ("the ***Channel Sharing Rules***");

WHEREAS, Sharee has participated in the Incentive Auction, and the FCC has accepted Sharee Station's bid to relinquish all of Sharee's current spectrum usage rights for the frequency channel currently licensed to the Sharee Station (the "***Relinquished Channel***"), and Sharee is entitled to receive proceeds from the Incentive Auction in exchange for the relinquishment of the Relinquished Channel (the "***Auction Proceeds***");

WHEREAS, in accordance with the Channel Sharing Rules, the Communications Act of 1934, as amended, and the rules and published policies of the FCC as in effect from time to time (collectively, the "***FCC Rules***"), notwithstanding the relinquishment of the Relinquished Channel, Sharee desires to continue to hold the FCC licenses for, and operate, the Sharee Station by sharing the rights to the spectrum of the Host Station's frequency channel (the "***Shared Channel***");

WHEREAS, Host desires to share the Shared Channel with Sharee and owns or leases certain transmission equipment and facilities necessary for Host and Sharee to each broadcast on the Shared Channel (the "***Shared Transmission Facilities***"), the material items of which are set forth in ***Schedule A***;

WHEREAS, Host and Sharee are parties to that certain Shared Services Agreement dated the date hereof (the "***SSA***") whereby Host has agreed to provide certain shared services to Sharee in connection with the Sharee Station other than with respect to Shared Channel and the Shared Transmission Facilities; and

WHEREAS, this Agreement sets forth the parties' agreement with respect their sharing of the Shared Channel, use of the Shared Transmission Facilities, and other matters set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I

FCC REQUIRED PROVISIONS AND AUCTION MATTERS

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

(a) This Agreement contains provisions setting forth each party's rights and responsibilities regarding:

(i) Access to the Shared Transmission Facilities, including whether each licensee will have unrestrained access to the Shared Transmission Facilities (Section 2.3);

(ii) Allocation of bandwidth within the Shared Channel (Section 2.8);

(iii) Operation, maintenance, repair, and modification of the Shared Transmission Facilities (Section 2.7), including a list of all relevant equipment (Schedule A), a description of each party's financial obligations (Section 2.5 and Schedule B), and any relevant notice provisions (Section 2.7);

(iv) Transfer/assignment of a party's FCC license for the Shared Channel, including the ability of a new FCC licensee to assume this Agreement (Section 6.1(b)); and

(v) Termination of a party's FCC license for the Shared Channel, including reversion of spectrum usage rights to the remaining party to this Agreement (Sections 4.1(f) and 4.2).

(b) This Agreement also contains provisions:

(i) Affirming compliance with all relevant FCC Rules (Section 2.9); and

(ii) Requiring that each party shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one standard definition program stream at all times (Section 2.8(b)).

1.2 **Auction Proceeds.** As between Sharee and Host, Sharee reserves all rights and interests in and to the Auction Proceeds, and nothing herein shall give Host any right to receive the Auction Proceeds or any portion thereof.

ARTICLE II TERM; SHARED TRANSMISSION FACILITIES

2.1 Term.

(a) This Agreement shall be effective commencing on and as of the date hereof and shall continue until the eighth (8th) anniversary of the Implementation Date (defined below), unless earlier terminated in accordance with Article IV below (the "**Initial Term**").

(b) This Agreement shall be renewed automatically for successive eight-year renewal terms (the Initial Term and any such renewal term hereinafter referred to as the "**Term**") unless either party provides the other party with written notice of nonrenewal at least eighteen (18) months prior to the expiration of the then-current Term.

2.2 *Ownership of Shared Transmission Facilities.*

(a) Host currently owns or leases, and will continue to own or lease, the Shared Transmission Facilities, as such may be modified from time-to-time subject to this Agreement. For the avoidance of doubt, the Shared Transmission Facilities only includes those facilities and assets that are necessary for Host and Sharee to each broadcast on the Shared Channel. Title to all new and replacement equipment acquired for the Shared Transmission Facilities shall be titled in the name of, and owned by, the Host and shall be deemed included among the Shared Transmission Facilities hereunder. Host may sell or otherwise dispose of any portion of the Shared Transmission Facilities without the prior approval of Sharee provided that Host either secures sufficient replacement equipment or facilities for the Shared Transmission Facilities, or otherwise maintains the right to continue to access and use the disposed equipment or facilities as Shared Transmission Facilities for purposes of this Agreement.

(b) Sharee shall not maintain separately owned assets at the location of the Shared Transmission Facilities.

2.3 *Sharee's Right to Use the Shared Transmission Facilities.*

(a) Following the Implementation Date and subject to the terms of this Agreement, Host hereby grants to Sharee the right to use the Shared Transmission Facilities solely to the extent necessary to broadcast the Sharee Station on the Shared Channel and for no other purpose.

(b) Following the Implementation Date and subject to any applicable third-party restrictions, Host shall provide Sharee with access to the Shared Transmission Facilities during normal business hours and upon 24-hour notice outside of normal businesses hours.

(c) Sharee shall not take any actions contrary to the terms of any lease for the Shared Transmission Facilities, permit to exist any lien, claim, or encumbrance on the Shared Transmission Facilities, or make material alterations to the Shared Transmission Facilities without the written consent of the Host.

2.4 *Implementation / Repacking.*

(a) Sharee and Host shall cooperate in good faith and work diligently with each other to commence operations on the Shared Channel with the Shared Transmission Facilities on the earliest practicable date (the "***Implementation Date***") prior to or on the deadline established by the FCC for such implementation and otherwise in accordance with the Channel Sharing Rules and other applicable FCC Rules. Without limiting the foregoing:

(i) Sharee shall timely file with the FCC (and provide Host with a copy of) an application for a minor change construction permit to change Sharee Station's technical facilities to match Host Station's technical facilities, together with a copy of this Agreement;

(ii) Provided the FCC approves the application referred to in subsection (a)(i) above:

(A) Sharee and Host, as applicable, shall broadcast all FCC-required consumer education PSAs and crawls, and send notification letters to applicable MPVDs;

(B) Sharee shall terminate operations on the Relinquished Channel, and Sharee and Host shall commence operations on the Shared Channel in accordance with this Agreement;

(C) Sharee and Host shall each file with the FCC a license application for its Station to specify each as an FCC licensee of the Shared Channel; and

(D) To the extent necessary and permitted, Sharee and Host shall together seek extensions or waivers of all applicable FCC channel sharing deadlines.

(b) The parties acknowledge that the FCC has “repacked” the Shared Channel by allocating a different post-auction frequency channel to the Shared Channel. To the extent necessary, the parties shall commence shared operation on the Shared Channel’s pre-auction frequency channel (Channel 31) and subsequently modify their respective FCC licenses for operation on the Shared Channel’s “repacked” post-auction frequency channel (Channel 16) in accordance with the FCC Rules. Host shall be responsible, at Host’s expense, for implementing modifications, replacements, or other changes to the Shared Transmission Facilities as necessary in connection with the Incentive Auction “repacking” of the Shared Channel to its post-auction frequency channel. Host shall be entitled to receive and retain any and all payments from the FCC in accordance with Section 6403(b)(4) of the Spectrum Act (47 U.S.C. § 1452(b)(4)) for reimbursement of costs related to such “repacking” of the Shared Channel. Sharee shall cooperate in good faith with Host in connection with “repacking” the Shared Channel.

2.5 **Expenses.** Subject to Sharee’s payment of the Channel Sharing Fee, all costs and expenses with respect to operation of the Shared Transmission Facilities, including costs for utilities, taxes, insurance, maintenance, modifications, repairs, and integration and capital expenses reasonable and necessary for the Host Station and Sharee Station to operate on the Shared Channel, shall be paid by Host.

2.6 **Channel Sharing Fee.** In consideration for the right to use the Shared Transmission Facilities and the Shared Channel, and the provision of related services to Sharee by Host pursuant to this Agreement, Sharee shall pay to Host with respect to each calendar month during the Term of this Agreement following the Implementation Date an amount equal to the “**Channel Sharing Fee**” as set forth in **Schedule B** hereto.

2.7 **Operation, Maintenance, Repair, and Modification of Shared Transmission Facilities.** Following the Implementation Date, Host and Sharee shall cooperate in good faith in the operation and maintenance of the Shared Transmission Facilities. The parties shall regularly communicate with and promptly notify each other with respect to all material matters relating to the Shared Transmission Facilities. Following the Implementation Date, all decisions with respect to the operation, maintenance, repair, capital expense requirements, improvement, and modification of the Shared Transmission Facilities and Shared Channel, including the

implementation of new transmission modulations standards (including, without limitation, ATSC 3.0), shall be made by Host in consultation with Sharee. Without limiting the foregoing, following the Implementation Date:

(a) The Shared Transmission Facilities shall be maintained in accordance with good engineering practices customary in the television industry.

(b) The Host shall maintain sufficient insurance with respect to the Shared Transmission Facilities.

(c) In the event of a partial or full loss of the Shared Transmission Facilities, including from a *force majeure* or otherwise, Host shall use all commercially reasonable efforts to promptly restore operations from the Shared Channel and repair or replace the Shared Transmission Facilities.

(d) Each party shall use good faith efforts to avoid interference with the business and operation of the other's party's Station or the other party's use of the Shared Transmission Facilities and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations at the Shared Transmission Facilities or any other shared facilities that will impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and promptly take all reasonable steps to correct such interference in all material respects. Neither party may alter the programming stream(s) of the other, except as mutually agreed with respect to multiplex pool system as provided in Section 2.8.

(e) In the event it is necessary for Sharee to reduce, limit or temporarily cease use of the Shared Channel or the Shared Transmission Facilities so that Host may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Transmission Facilities or any other shared facility, Sharee shall cooperate in good faith. If necessary, Sharee shall temporarily reduce, limit or cease use of the Shared Channel or the Shared Transmission Facilities, provided that Host takes all reasonable steps to minimize the amount of time Sharee shall operate with reduced facilities and that Host takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time convenient to the Sharee.

2.8 Allocation of Bandwidth and Minimum Usage Rights.

(a) Following the Implementation Date, Host and Sharee shall share the 6 MHz channel of the Shared Channel, which, as of the date hereof under the current ATSC system, carries a net bit rate of 19.39 Megabits per second ("Mb/s") of usable data (the "**Bandwidth**"), in accordance with the Channel Sharing Rules and the terms of this Agreement.

(b) Following the Implementation Date, Host and Sharee shall share the Bandwidth on a dynamic multiplexing basis using a statistical multiplex pool. The management of the statistical multiplex pool and allocation of the Bandwidth to the party's respective program streams on the Shared Channel shall be determined by Host; provided, however, that Sharee shall at minimum be allocated a sufficient amount of the Bandwidth on the Shared Channel to allow it

to provide at least one High Definition (720p) program stream and one Standard Definition (480i) program stream.

2.9 *Legal and Regulatory Compliance.*

(a) Each party represents and warrants to the other that it has obtained, and will maintain, all FCC and any other governmental licenses, approvals and authorizations necessary for operation of its Station on the Shared Channel to the extent applicable to this Agreement. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.

(b) Each party shall comply with the Channel Sharing Rules, the FCC Rules, and all other applicable federal, state, and local laws that are applicable to this Agreement with respect to its ownership and operation of its Station and its use of the Shared Channel and the Shared Transmission Facilities.

(c) Each party shall maintain ultimate control and authority over its Station, including, specifically, control and authority over its Station's operations, finances, personnel and programming.

(d) Each party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its Station, and each of Host and Sharee shall be responsible for fifty percent (50%) of any joint fees, if any, assessed by the FCC on the Shared Channel; provided, however, that if any such joint fees result from one party's breach of this Agreement, then the breaching party shall be solely responsible for such joint fees.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 *Representations and Warranties of Sharee.* Sharee represents and warrants to Host as follows:

(a) ***Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Host have been duly authorized by all necessary organizational action on the part of Sharee. This Agreement has been duly executed and delivered by Sharee and constitutes the legal, valid, and binding obligation of Sharee, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(b) ***Absence of Conflicting Agreements or Consents.*** The execution, delivery, and performance by Sharee of this Agreement (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Sharee; (b) to the actual knowledge of Sharee or its affiliates, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling

of any court or governmental instrumentality applicable to Sharee; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Sharee is a party or by which it is bound as of the date of this Agreement; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Sharee.

(c) ***Not Replacement Property for Tax Purposes.*** In no event shall Sharee treat its rights with respect to the Shared Channel under this Agreement as replacement property for purposes of any “like-kind” exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder.

3.2 ***Representations and Warranties of Host.*** Host represents and warrants to Sharee as follows:

(a) ***Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Host have been duly authorized by all necessary organizational action on the part of Host. This Agreement has been duly executed and delivered by Host and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors’ rights or by general principles of equity limiting the availability of equitable remedies.

(b) ***Absence of Conflicting Agreements and Required Consents.*** The execution, delivery, and performance by Host of this Agreement (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizing documents of Host; (b) to the actual knowledge of Host or its affiliates, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Host; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Host is a party or by which it is bound as of the date hereof.

ARTICLE IV TERMINATION

4.1 ***Termination.*** This Agreement may be terminated:

(a) by either party if the FCC has not approved the shared use of the Shared Channel by Sharee and Host in accordance with this Agreement, or the Implementation Date has not otherwise occurred, by date that is twenty four (24) months from the date of this Agreement;

(b) at any time by mutual written agreement of Host and Sharee;

(c) by either party, by written notice to the other party, if the first party is not then in material breach and the other party is in material breach of this Agreement (other than a

breach by Sharee of any of its payment obligations hereunder) and if the breach can reasonably be cured within thirty (30) days, the breaching party has failed to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; or by Host if Host is not then in material breach and Sharee breaches any of its payment obligations to Host (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within thirty (30) days after receiving written notice of such breach from Host;

(d) by either party if the other party or any affiliate of the other party makes a general assignment for the benefit of creditors, files, or has filed against it, a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of the other party or any affiliate of the other party under any federal or state insolvency law which, if filed against the other party or any affiliate of the other party, has not been dismissed within thirty (30) days thereof;

(e) by either party, upon and at any time following termination of the SSA; or

(f) by either party, upon the voluntary or involuntary revocation, relinquishment, withdrawal, or cancellation of a party's FCC authorization to operate its Station on the Shared Channel that becomes a final, non-appealable order of the FCC.

4.2 *Effect of Termination / Survival.*

(a) Upon termination or expiration of this Agreement for any reason except as provided in Section 4.2(b) below:

(i) Host may at its option (A) find a new party with whom to share the Shared Channel, or (B) to the full extent permitted by the FCC, reclaim or otherwise assume all spectrum usage rights to the Shared Channel by causing such reversion or other transfer of all spectrum usage rights in the Shared Channel in accordance with applicable FCC procedures; and

(ii) The Sharee shall no longer have any rights, title, or interests in or to the Shared Channel or the Shared Transmission Facilities hereunder, shall modify the FCC licenses for the Sharee Station accordingly and as required by the FCC Rules, and may, at its option, seek a new channel sharing partner to host the Sharee Station in accordance with the FCC Rules.

(b) Upon termination or expiration of this Agreement by Sharee in accordance with Section 4.1(f) due to the revocation, relinquishment, withdrawal, or cancellation of Host's FCC authorization to operate Host's Station on the Shared Channel:

(i) Sharee may at its option (A) find a new party with whom to share the Shared Channel, or (B) to the full extent permitted by the FCC, assume all spectrum usage rights to the Shared Channel by causing such transfer of all spectrum usage rights in the Shared Channel in accordance with applicable FCC procedures; and

(ii) The Sharee shall no longer have any rights, title, or interests in or to the Shared Transmission Facilities hereunder except to the extent the parties otherwise agree.

(c) Section 4.2, Article V and Article VI shall survive the expiration or termination of this Agreement, and the expiration or termination of this Agreement will not limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

ARTICLE V INDEMNIFICATION; LIMITATION ON LIABILITY

5.1 ***Indemnification.*** Each party (the "***Indemnifying Party***") shall indemnify, defend and hold harmless the other party, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, members, managers, employees and agents, from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from any third-party claim as a result of (a) any negligent or more culpable act or omission of the Indemnifying Party in connection with the performance of its obligations under this Agreement; or (b) any breach of this Agreement by the Indemnifying Party.

5.2 Limitation on Liability.

(a) EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.2(C), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.2(C), IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOST PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) The exclusions and limitations in Section 5.2(a) and Section 5.2(b) shall not apply to:

(i) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6.6 (Confidentiality);

(ii) a party's indemnification obligations under Section 5.1 (Indemnification);

(iii) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts; and

(iv) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions.

ARTICLE VI MISCELLANEOUS

6.1 *Assignment or Transfer of Control; Benefit; Binding Effect; Use of Agents*

(a) Neither party may assign or transfer control of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing or any other provision to the contrary contained herein, Host may assign or transfer control of its rights and obligations under this Agreement, without the consent of Sharee but upon written notice to Sharee, to any party in connection with Host's assignment of the SSA in accordance with the terms of the SSA.

(b) Without limiting Section 6.1(a) above or any other agreement between the parties, this Agreement may not be assigned or transferred to a new FCC licensee of the Sharee Station without the prior written consent of the Host.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

(d) Notwithstanding anything to the contrary contained herein, Host shall have the right to designate agents or otherwise subcontract with any third party to perform all or any portion of its obligations under the Agreement; *provided, however*, that Host shall provide prior written notice to Sharee of any designation or subcontract pursuant to the foregoing and, *provided further*, that Sharee shall not be obligated to pay any amounts owing to Host under this Agreement to any such third party and shall continue to pay all such amounts directly to Host and, *provided further*, that Host shall not be relieved of any of its obligations hereunder as a result of entering into any such arrangements with third parties.

6.2 *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 fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action (except with respect to bankruptcy or insolvency proceedings), failure of facilities or act of God.

6.3 *Unenforceability.* If one or more provisions of this Agreement or the application thereof to any natural persons, corporations, business trusts, associations, companies, joint ventures, and partnerships (collectively, "***Persons***") or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced

to the greatest extent permitted by Applicable Law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties hereto, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement, as applicable, in an effort to comply with all applicable FCC Rules while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties hereto agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

6.4 **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on **Schedule 6.4**.

6.5 **Governing Law; Submission to Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of New York without reference to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of New York. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein.

6.6 **Confidentiality.** Subject to the requirements of Applicable Law, each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret or confidential information of the other parties hereto. To the extent required by the Communications Act or the FCC Rules, each party may file with the FCC or place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

6.7 **Press Release.** No party hereto shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party hereto; *provided, however*, that nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required or

advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

6.8 ***No Partnership or Joint Venture.*** This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or a joint venture, nor to engage in a profit-sharing arrangement, between the parties. Except as specifically provided in this Agreement, or as otherwise agreed to in writing by the parties, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto. The parties expressly disavow any intention for this Agreement or the relationship established hereby to create or constitute a partnership or any other type of legal entity for federal income tax purposes or any other purpose. The parties agree not to file a partnership tax return, conduct business under a common name, execute an agreement identifying any or all of the parties as partners, shareholders, or members of a business entity, or otherwise hold themselves out as partners, shareholders, or members of a business entity.

6.9 ***Further Assurances.*** The parties hereto shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

6.10 ***Captions.*** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

6.11 ***Other Definitional Provisions.*** The terms “hereof,” “herein” and “hereunder” and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

6.12 ***Entire Agreement; Amendment; Waiver.*** This Agreement and any attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof) represents the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that Host may offset any amount owed by Sharee to Host pursuant to this Agreement as a credit against any amount owed by Host to Sharee pursuant to any other agreement to which Host and Sharee are parties. No term or provision hereof may be changed, modified, amended, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of

a party shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

6.13 ***Costs and Expenses.*** Except as otherwise specifically provided herein, Host on the one hand, and Sharee on the other, will each pay its own costs and expenses (including attorneys' fees, fees of advisors, accountants' fees, and other professional fees and expenses) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

6.14 ***Specific Performance.*** The parties hereby agree that the services to be provided hereunder are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules then in effect, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements and obligations under this Agreement, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

6.15 ***No Third-Party Beneficiaries.*** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and permitted assigns, other than any person or entity entitled to indemnity under Article V.

6.16 ***Counterparts.*** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including by facsimile or email in PDF or other image form, and shall become binding on the delivering party upon receipt by the other party.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Channel Sharing Agreement on the date first written above.

HOST:

Hearst Properties Inc.

By: 

Jordan M. Wertlieb
President

SHAREE:

Greensboro TV, LLC

By: 

Dave A. Hanna
President

SCHEDULE A

Shared Transmission Facilities

1. TOWER STRUCTURE

1.1. Main Tower structure

Make - Kline

Model - 576' guyed

ASR# 1034393

1.2. Tower lighting - Dialight -Red LED

2. ANTENNA

2.1. Main Antenna

Make – Dielectric

Model – TFU-30DSC-R

Antenna FCC ID – 33113

3. TRANSMISSION LINE

3.1. Main Transmission line

Make – Dielectric

Model – 6 1/8" 20' sections

Year Installed – 2001

4. TRANSMITTER

4.1. Main Transmitter

Make – Harris

Model – CD3100P1 (Sigma)

Year Installed – 2001

5. TRANSMITTER EXCITERS

5.1. Main Exciter

Make – Harris

Model – Apex M2X

Year Installed – 2013

5.2. Backup Exciter

Make – Harris

Model – Apex

Year Installed – 2005

6. STL MICROWAVE

6.1. STL (redundant)

Make – Microwave Radio

Model – DLX-5000

Year Installed – 2014

7. COMPRESSION EQUIPMENT

7.1. Main Encoder

Make – Harmonic

Model – ELC9200D

Year Installed – 2015

7.2. Backup Encoder

Make – Harmonic

Model – ELC9200D

Year Installed – 2015

8. PSIP GENERATION

8.1. Main PSIP Generator

Make – Triveni

Model – Virtualized

Year Installed – 2016

8.2. Backup PSIP Generator

Make – Triveni

Model – Virtualized

Year Installed – 2016

9. EAS

9.1. Main Digital Alert System

Make – DASDEC

Model – DASTVR

Year Installed – 2014

10. AUDIO Processing

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

SCHEDULE 6.4

NOTICES

If to Sharee:

Greensboro TV, LLC
220 Salters Creek Road
Hampton, VA 23661
Attention: David A. Hanna
Fax:

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

Fletcher, Heald & Hildreth
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Frank Jazzzo
Phone: (703) 812-0400
Fax: (703) 812-0486

If to Host:

Hearst Properties Inc.
c/o Hearst Television Inc.
300 West 57th Street
New York, New York 10019
Attention: Jordan M. Wertlieb
Fax:

and

The Hearst Corporation
300 West 57th Street
New York, New York 10019
Attention: General Counsel
Fax:

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

Brooks Pierce
150 Fayetteville Street, Suite 1700
Raleigh, NC 27601
Attention: Mark J. Prak
Phone: (919) 839-0300
Fax: (919) 839-0304