

OPERATING EMERGENCY SHARED FACILITIES USE AGREEMENT

This Operating Emergency Shared Facilities Use Agreement (this "**Agreement**") is entered into as of February 12, 2018 ("**Effective Date**") between Combined Communications of Oklahoma, LLC, operator and licensee of television station WZZM-TV, Grand Rapids, MI, with offices at 645 Three Mile Road, NW, Grand Rapids, MI 49544 ("**WZZM**") and Grand Valley State University, operator and licensee of television station WGVU-TV, Grand Rapids, MI, with offices at 301 Fulton, W. Grand Rapids, MI 49503 ("**WGVU**") and outlines the terms and conditions under which each Station will have access to and use of facilities and equipment of the other Station in the event that a Station suffers emergency circumstances, such that it is unable to use most of its broadcast production facilities and/or transmission and tower facilities (collectively, "**Operating Facilities**"). For purposes of this Agreement, WZZM and WGVU may each sometimes be referred to as "**Station**" and collectively as the "**Stations**." The parties hereby agree as follows:

1. Operating Emergency. For the purposes of this Agreement, the term "**Operating Emergency**" shall mean, with respect to either Station, circumstances beyond the control of the Station such that it is unable to use all or substantially all of its production or editing facilities for a period of more than twelve (12) hours. For purposes of illustration (and without excluding other conditions that may be deemed an Operating Emergency), an Operating Emergency would exist if any of the following circumstances arise and continue for a period of at least twelve (12) consecutive hours ("**Minimum Outage Time**"): (a) a Station is unable to obtain necessary electrical power necessary to conduct its normal broadcast operations either from the local utility or with back-up generators then available; (b) the Station's Operating Facilities are physically damaged by weather or the acts of unaffiliated third parties and cannot be restored within the Minimum Outage Time; (c) the Station's Operating Facilities are closed down or subject to operating limits as a result of a governmental order, police action or investigative activity; (d) the Station is unable to use production or broadcast equipment as a result of damage to or theft of the equipment committed by an unaffiliated third party; or (e) Station personnel are unable to enter or use the Station's Operating Facilities as a result of riot, civil disobedience, disruptive trespass or the like by third parties.

2. Notice of Operating Emergency.

2.1. In the event that a Station experiences an Operating Emergency (the "**Requesting Station**"), such Requesting Station will give notice (the "**Emergency Notice**") to the other Station ("**Assisting Station**") as soon as reasonably practical after determining that such assistance is required. Such notice may be verbal (e.g., via phone), provided that, to the extent practical, the Requesting Station will follow such verbal notice with a written notice (email to suffice). The Emergency Notice shall specify (a) the nature and time of the Operating Emergency; (b) the assistance requested; and (c) the anticipated length of the Operating Emergency.

2.2. Upon receipt of the Emergency Notice, the Assisting Station shall indicate whether it is able to provide the requested assistance, it being understood that each Station will provide the requested assistance unless such Station is itself subject to an Operating Emergency at the time of the request.

3. Assistance.

3.1. **Broadcast Facility:** Upon receipt of an Emergency Notice, the Assisting Station shall make a good faith effort to provide access to facilities and personnel at its Station (Studio) location

to allow the Emergency Station to produce and distribute its locally produced programming, including, without limitation, the following:

3.1.1. [REDACTED]

3.1.2. at least four hours of access to editing facilities each day to allow the Requesting Station to produce its then current level of Station promotional and public-service programming and interstitials for broadcast;

3.1.3. the services of personnel at the Assisting Station to assist in the production and editing activities, and training if necessary, subject in all cases to such personnel's obligations to fulfill their job responsibilities on behalf of their own Station; and

3.1.4. Assisting Station will provide temporary office space for Requesting Station personnel until more permanent space could be secured. Assisting Station will make its best efforts to help Emergency Station with its operating needs. Requesting Station will follow the rules and regulations of the Assisting Station.

3.2. Transmitter and Tower Facilities: In the event the Requesting Station cannot broadcast from its Transmitter and Tower Facilities and upon receipt of an Emergency Notice, the Assisting Station shall make a good faith effort to provide facilities to get the Requesting Station back on-the-air. Subject to compliance with applicable FCC rules and published policies and to obtaining any necessary approvals from the FCC, the Assisting Station will carry the signal of the Requesting Station on one of the Assisting Station's digital multicast channels. Program delivery is the responsibility of the Requesting Station, while working with the Assisting Station. The Assisting Station retains the control over channel position and the bit-rate of the available sub-channel. It is understood the availability of the sub-channel is contingent on existing contracts and obligations of the Assisting Station. The parties will negotiate in good faith regarding appropriate consideration to be paid by the Requesting Station for this service.

3.3. Assisting Station shall begin providing the assistance required under this Agreement as soon as practicable (and in no event later than twenty-four (24) hours) after its receipt of an Emergency Notice and shall continue to provide such assistance until the end of the Operating Emergency. In the case of a long-term Operating Emergency, the Requesting Station will make other arrangements as soon as reasonably practicable to sustain its operations.

3.4. A Requesting Station shall reimburse the Assisting Station for assistance provided under this agreement for (a) non-personnel related out-of-pocket expenses requested by Requesting Station and actually incurred in providing assistance; and (b) mutually agreed upon personnel costs above and beyond the Assisting Station's usual personnel expenses incurred directly as a result of providing assistance. Except as expressly set forth in this Section, each Station shall be responsible for its own expenses and costs relating to the services contemplated by this Agreement.

4. Removal of Equipment. Upon the abatement of the applicable Operating Emergency, the Requesting Station will remove all its property, including without limitation, all fixtures, equipment, items of personal property, from the Assisting Station's premises, and will leave such premises in good order and condition, ordinary wear and tear excepted. The Requesting Station shall repair and restore, at its sole cost and expense, the Assisting Station's property in a good and workmanlike manner to good condition any damage to the property or equipment.

5. Term. The term of this Agreement shall commence on the Effective Date and remain in effect for a period of five (5) years (the "Term"). Following the Term, this Agreement may be renewed upon mutual written agreement of both Stations.

6. Termination. Each Station may terminate this Agreement in the event of a material breach by the other Station that remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching Station.

7. Representations and Warranties; Disclaimers.

7.1. Each Station represents and warrants that (i) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (ii) it will comply with all federal, state and local laws and regulations applicable to it in the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; (iii) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Station to exercise its rights or fully perform its respective obligations hereunder; and (iv) its exercise of its rights and performance of its obligations under this Agreement will not violate any other agreement between such Station and any third party.

7.2. Each Requesting Station acknowledges and agrees that the Assisting Station's property and all equipment provided by such Assisting Station is provided "as is" and without any representations or warranties of any kind. Neither Station nor any of such Station's employees, agents or representatives has made or makes any representations or promises with respect to its facilities or equipment and each Station agrees that the other Station shall not have any obligation to perform any work or otherwise prepare its facilities for the other Station's use hereunder. The Requesting Station shall not make any installations, improvements or alterations to the other Station's property during the Term without the prior approval of the Assisting Station.

8. Indemnification. Each Station (in either case, the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other Station, its parent and subsidiary entities, and their respective directors, officers, employees, agents, successors, and assigns (the "Indemnified Parties") from any and all liabilities, costs, judgments, losses, damages, and expenses (including reasonable attorneys' fees) arising out of any third-party claims, demands, causes of action, or suits resulting from (i) any bodily injury (including death) or property damage caused by the fault or negligence of the Indemnifying Party in the exercise of its rights or performance of its obligations hereunder or (ii) any breach or alleged breach of the Indemnifying Party's representations or warranties hereunder.

9. Insurance. Each party agrees to maintain at its cost the following insurance coverage during the Term of this Agreement:

9.1. Worker's compensation insurance (statutory) as well as employer liability insurance with insurance coverage of no less than [REDACTED].

9.2. Commercial general liability insurance, including blanket contractual liability and completed operations coverage, with combined bodily injury and property damage limit of [REDACTED].

9.3. Automobile liability insurance with limits of not less than [REDACTED].

9.4. Excess/umbrella liability insurance (excess of CGL, Auto and Employer liability) with limits of not less than [REDACTED].

9.5. All Risk Property insurance, [REDACTED], covering all of the Requesting Station's personal property brought to, and maintained on the property of the Assisting Station, including without limitation, inventory, trade fixtures, furniture and other property removable by the Requesting Station under the provisions of this Agreement.

All insurance policies required to be maintained under this Section 5 shall be procured from insurance companies rated at least A-VIII or better by the then-current edition of Best's Insurance Reports published by A.M. Best Company or an acceptable self-insurance corporation, permitted by Michigan law that provides the required coverages. Such above insurance shall not be canceled, the coverage hereunder reduced, or the policies materially changed without at least 30-day notification to the other Station. Each Station shall provide the other Station with certificates of insurance evidencing the insurance required to be maintained pursuant to this Agreement. Such insurance shall be primary and noncontributory to any insurance maintained by the Assisting Station. All policies of insurance maintained by each Station shall contain an endorsement waiving any right of subrogation against the other Station and its parent, subsidiaries, affiliates, and partnerships. All insurance coverage must be on an occurrence basis or, if written on a claims-made basis, such insurance must be maintained for a period of two (2) years following expiration or termination of this Agreement. In no event shall an insurance requirement of this provision be deemed to limit the liability or responsibility of either Station hereunder. Each Station shall be responsible for any deductibles and/or self-insured retentions.

10. Limitation of Liability. EXCEPT WITH RESPECT TO THE STATIONS' INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 5, IN NO EVENT SHALL EITHER STATION BE LIABLE TO THE OTHER STATION UNDER THIS AGREEMENT FOR ANY LOST PROFITS, LOSS OF BUSINESS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Assignment. Neither Station may assign its rights, duties or obligations under this Agreement to any third party in whole or in part, without the other Station's prior written consent.

12. No Publicity. Except as permitted by law, neither Station may use the other Station's name, or any trademark, service mark, trade name, logo or other commercial or product designations of such other Station for any purpose without the prior written consent of such other Station in each instance. Unless required by law, neither Station will, without the prior written approval of the other Station, issue any press release or similar announcement relating to the existence or terms of this Agreement.

13. Governing Law; Jury Trial Waiver. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Michigan, without regard to its conflicts of laws rules. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO

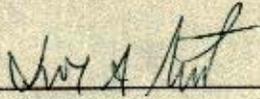
ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

14. Miscellaneous. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous communications, understandings and agreements, oral or written, regarding such subject matter. This Agreement may be modified only in a writing signed by both parties. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the parties set forth in this Agreement are in addition to any rights or remedies the parties may otherwise have at law or equity. Section headings are for convenience only, and will not be used to interpret this Agreement. Sections 4, 6, 7, 8, 9 10, 13 and 14 shall survive the expiration or termination of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, duly authorized representatives of the Stations have executed this Agreement as of the Effective Date.

**Combined Communications of Oklahoma, LLC
(WZZM)**

By: _____

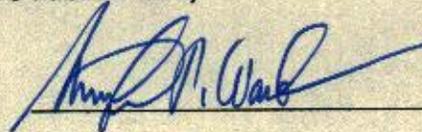


Janet A. Mason
President & General Manager, WZZM

Date: 3/21/18

**Grand Valley State University
(WGVU Public Media)**

By: _____



Michael T. Walenta
General Manager, WGVU Public Media

Date: March 19, 2018