

**Amendment to
Shared Services Agreement
(Santa Barbara)**

THIS AMENDMENT to Shared Services Agreement (this “Amendment”) is made as of this 1st day of January, 2021, by and between VistaWest California, LLC (“Station Licensee”) and NPG of California, LLC (“Service Provider,” and together with Station Licensee, the “Parties”).

RECITALS

A. The Parties entered into that certain Shared Services Agreement dated January 31, 2015 (the “Agreement”), whereby Service Provider provides certain services to Station Licensee related to the operation of KCOY-TV, Santa Maria, California (the “Station”).

B. The Station Licensee has made certain programming changes on the Station that will take effect as of January 1, 2021.

C. The FCC has adopted changes to certain FCC Rules since the Agreement was entered in 2015 that may impact the Agreement and certain operational matters with respect to the Station.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained the Agreement, Station Licensee and Service Provider, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

2. Elimination of Main Studio Rule: The FCC’s main studio rule has been eliminated. As such, the Parties clarify that any references to or obligations arising from the main studio rule included in the Agreement are hereby removed from the Agreement and are of no further effect.

3. Management and Personnel: The Parties hereby agree to delete Section 3.1 of the Agreement in its entirety and replace it with the following:

3.1 Senior Management and Personnel.

(a) At all times, each of Station and Service Station shall retain its own independent management. Each station’s management personnel shall (i) be retained solely by the party that is directly or indirectly the FCC licensee of such Station and shall report solely to such party, and (ii) have no responsibility to the other party in respect of the operation of the other station. At all times, Station Licensee shall employ a sufficient number of employees to carry out responsibility for control of the Station; provided, however, that Station Licensee and Service Provider may elect that Service Provider shall make available to Station Licensee up to two employees of Service Provider’s reasonably acceptable to Station Licensee who shall assist Station Licensee in carrying out the business and operations of the Station for which Station Licensee is responsible (the “KCOY Employees”), including all services that are not shared. At least one of the KCOY Employees shall be a manager ultimately responsible for the day-to-day management and operations of the Station. While performing responsibilities for

Station Licensee with respect to the Station, the KCOY Employees shall be subject to the sole supervision and direction of Station Licensee.

(b) (1) At all times, any Service Provider employees utilized by Service Provider to perform its obligations under this Agreement shall be employed solely by Service Provider; (2) except as otherwise provided in this Agreement, Service Provider's employees shall report solely to Service Provider and shall otherwise have no involvement with, or duties with respect to, the programming, operation or maintenance of the facilities of the Station; and (3) at no time shall any person employed directly by Station Licensee simultaneously be an employee of Service Provider.

4. No Joint Negotiation of Retransmission Consent: The Parties acknowledge the FCC Rules were modified in 2015 and, as modified, prohibit joint negotiation of retransmission consent by the Parties. *See* 47 C.F.R. § 76.65(b)(viii). The Parties hereby clarify that Station Licensee has, since the effective date of this modified rule, and will continue to independently negotiate retransmission consent with MVPDs or elect must carry. Section 6.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

6.5 Retransmission Consent Matters. Station Licensee shall retain the authority to make elections for must-carry or retransmission consent status, as permitted under the FCC Rules. Subject to the foregoing, Station Licensee agrees to take all commercially reasonable steps in a timely manner to assert, enforce, defend, and preserve the rights of the Station to carriage of the Station's signals by MVPDs that may exist under Applicable Law as necessary to ensure that the Station has valid and enforceable arrangements with all material MVPDs in the Market.

5. Delivered Programming: As determined by the Parties in good faith and in accordance with the FCC Rules, Service Provider may provide Delivered Programming to the Station as set forth in the Agreement. Alternatively, Station Licensee may, in its discretion, determine not to request and air Delivered Programming from Service Provider if the Station becomes an affiliate of a "pass through" network. To the extent the Station elects to become an affiliate of a "pass through" network and airs such "pass through" programming, Schedule A shall be deleted in its entirety and replaced with Schedule A attached hereto, and the Services Fee for purposes of the Agreement shall be as set forth in amended Schedule A.

6. Notices: Schedule 18 of the Agreement is deleted in its entirety and replaced with Schedule 18 attached hereto.

7. Use of Intellectual Property. Station Licensee hereby grants to Service Provider an exclusive, perpetual, worldwide right and license to use or otherwise exploit, in any and all media, all Station Licensee's rights in and to the word mark "News Channel 8" in connection with Service Provider's station KEYT-TV, Santa Barbara. There shall be no additional fees or expenses charged to Service Provider for such use.

8. Station Licensee Control. The Parties reiterate and reaffirm that all sharing arrangements contemplated by the Agreement as amended hereby will be subject to, and are intended to comply in all respects with, the Communications Act, the FCC Rules and all other Applicable Law. Notwithstanding anything to the contrary in the Agreement as amended hereby, the Parties acknowledge and agree that Station Licensee shall maintain ultimate control and authority over the Station, including, specifically,

control and authority over the Station's operations, finances, personnel and programming. Without limiting the generality of the foregoing, nothing contained in this Agreement as amended hereby shall be deemed to limit the control and authority of Station Licensee with respect to the selection, development and acquisition of any and all programming to be broadcast over the Station, as well as the payment therefor. To that end, Station Licensee shall (a) have exclusive authority for the negotiation, preparation, execution and implementation of any and all programming agreements for the Station, and (b) retain or utilize whatever employees Station Licensee reasonably deems appropriate or necessary to fulfill those programming functions.

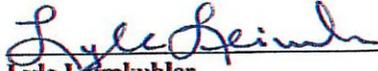
9. Effect of Amendment. Except as expressly modified in this Amendment, all other terms and provisions set forth in the Agreement shall remain in full force and effect and shall not otherwise be affected by this Amendment. From and after the date of this Amendment, each reference in the Agreement to "this Agreement," "hereof," "hereunder" or words of like import, and all references to the Agreement in any and all other agreements and instruments (other than in this Amendment or as otherwise expressly provided) shall be deemed to mean the Agreement, as amended by this Amendment, whether or not such Amendment is expressly referenced.

10. Counterparts; Delivery. This Amendment may be executed in several counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of counterpart signature pages may be effected by email of scanned copies of executed signature pages, which shall be effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

VISTAWEST CALIFORNIA, LLC

By:


Lyle Leimkuhler
Manager

NPG OF CALIFORNIA, LLC

By:


J. Timothy Hannan
Executive Vice President

**SCHEDULE A
SERVICES FEES**

REDACTED

Schedule 18
Notices

If to Station Licensee:

VistaWest California, LLC
2507 Gene Field Road
Saint Joseph, MO 64506-1613
Attn: Lyle Leimkuhler
Phone: 816-390-5870
Fax:

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

Sally Buckman, Esq.
Lerman Senter
2001 L Street, NW Suite 400
Washington, DC 20036
Phone: 202-416-6762
Fax: 202-293-7783

If to Service Provider:

NPG Broadcasting
1415 Elbridge Payne Road – Suite 125
Chesterfield, MO 63017
Attn: Mike Meara
Phone:
Fax:

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

Mark J. Prak, Esq.
Elizabeth Spainhour, Esq.
Brooks Pierce McLendon Humphrey & Leonard, LLP
150 Fayetteville Street, Suite 1700
Raleigh, NC 27601
Phone: 919-839-0300
Fax: 919-839-0304