

SHARED SERVICES AGREEMENT

This Shared Services Agreement (the "Agreement") is made as of November 15, 2017, by and among HOUR OF HARVEST, INC. ("Licensee") and WTVQ-TV, LLC ("Company"). Licensee and the Company may be referred to herein individually as a "Party" or together as the "Parties."

RECITALS

WHEREAS, Licensee is the Federal Communications Commission ("FCC") licensee of WLJC(TV), Beattyville, Kentucky (FCC Facility Id. No. 27695) ("WLJC" or the "Station");

WHEREAS, Company is the owner, operator, and FCC licensee of television station WTVQ-DT, Lexington, Kentucky (Facility ID 51597) ("WTVQ");

WHEREAS, Licensee and Company are parties to that certain Limited Local Marketing Agreement dated the date hereof (the "LLMA") whereby Company has purchased time on the Station pursuant to the terms thereof;

WHEREAS, Licensee and Company are parties to that certain Advertising Referral Agreement dated the date hereof (the "ARA") whereby Company and Licensee have agreed that Company shall refer sales of advertising on the Station to Licensee; and

WHEREAS, Licensee desires to obtain, and the Company is willing to provide, access to certain services on the terms and conditions set forth in this Agreement to the full extent provision of such facilities and services complies with applicable FCC rules and policies ("FCC Rules").

AGREEMENT

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

Section 1. Term. The term of this Agreement (the "Term") shall commence on the date hereof and shall continue for a period of five (5) years thereafter, subject to four non-automatic, successive renewal terms of five (5) years each that shall be mutually agreed to by the parties prior to the expiration of the then-current term, unless earlier terminated pursuant to the provisions of this Agreement.

Section 2. Provision of Services. During the Term, the Company shall provide Licensee with the following services for use by Licensee at its discretion in its operation of the Station:

(a) **Assistance with Programming Acquisition.** The Company shall assist Licensee with the acquisition of programming for the Station's digital sub-channels (RF channels 7.2, 7.3, 7.4, 7.5, and 7.6). The Company, in consultation with Licensee, shall seek to identify third-party networks and/or syndicators with whom Licensee may, at Licensee's direction and control, contract for programming for broadcast on the Station, which programming shall be

provided from the third-party on either a barter or "pass through" basis. Any such network or syndication agreements shall be between Licensee and the third-party, and the decision to enter such agreements shall be subject to Section 4 below.

(b) **Signal Reception and Delivery; Station Identification and EAS.** The Company shall receive, at Company's facilities, the programming and other content provided by third parties to be broadcast on the Station's digital sub-channels (RF channels 7.2, 7.3, 7.4, 7.5, and 7.6) and shall deliver without material alteration such third-party provided programming via the Internet or fiber to the Station for broadcast. For purposes of clarity, content provided by Company pursuant to the LLMA shall also be delivered via the Internet or fiber to the Station for broadcast. Licensee agrees to pay the cost of any equipment and installation and maintenance thereof to receive and broadcast the programming delivered to it by Company as described herein; Company agrees to pay the cost of any equipment and installation and maintenance thereof to receive at Company's facilities third-party programming to be broadcast on the Station's digital sub-channels and to deliver to Station such third-party programming and Company's content provided pursuant to the LLMA (such expenses paid by Licensee and the Company collectively, "*Technical Expenses*"). The Parties agree that Technical Expenses shall not include any cost or expense incurred or committed to by Licensee prior to the date of this Agreement, and further agree that any cost or expense that Licensee claims as Technical Expenses shall be subject to the prior reasonable agreement of the Parties. Licensee shall be responsible for insertion of station identification and EAS content into each of its digital channels (main and sub-channels); except that Company shall insert station identification into its newscast provided pursuant to the LLMA.

(c) **Traffic and Billing Services.** To the extent requested by Licensee, and subject to the direction and control of Licensee, the Company shall provide to the Station (i) traffic services and (ii) billing services, including invoicing, collection of the Station's accounts receivable, and payment of the Station's expenses from Licensee accounts.

(d) **Advertising Referral.** Subject to the direction and control of Licensee, subject to Section 4(b) below, and subject to the ARA, Company may, upon Licensee's request and through Cluster Employees (defined below) or otherwise, promote the Station to advertisers and advertising agencies who may wish to promote their goods and services to the demographic groups served by the Station, and may make advertising referrals for the Licensee; provided however, that sales for such referrals shall be handled by Licensee or its Sales Manager as specified in Section 3(a) below.

(e) **Services Fee.** In exchange for the services provided hereunder, Licensee shall pay Company the services fee ("*Services Fee*") described in Schedule 2(e).

Section 3. Station Management and Other Personnel.

(a) Licensee shall retain a management-level employee (i.e., General Manager) who shall direct the day-to-day operation of the Station. Licensee shall also retain employees necessary to comply with FCC Rules. Licensee shall appoint a Sales Manager who shall provide sales services for the Licensee at the Station and, in that capacity, shall be responsible for the

sale of the Station's advertising time. The General Manager and the Sales Manager may be the same person if desired by Licensee. The General Manager and Sales Manager shall be employees of, and under the exclusive control and supervision of, the Licensee at all times.

(b) Upon request of Licensee, Company shall make available to Licensee certain of Company's employees to provide services in conjunction with Licensee's operation of the Station during the Term of this Agreement. The Parties will reasonably cooperate with each other to identify those employees mutually agreeable to the Parties who will be made available to Licensee.

(c) Employees made available to Licensee shall be non-exclusive employees who perform services for the Station on a shared basis with other television stations in the market owned or brokered by the Company (the "Cluster Employees"), (i) when performing services for the Station, the Cluster Employees shall report to and be supervised solely by Licensee and its General Manager, (ii) when performing services for other stations either owned or brokered by the Company, such employees shall report to and be supervised solely by the Company, and (iii) the Cluster Employees shall execute a letter in the form of Schedule A annexed hereto acknowledging that they shall conduct themselves accordingly. Nothing herein shall create an employment relationship between Licensee and the Cluster Employees.

(d) In cases where the Cluster Employees perform services for both Licensee and the Company, any such employee's responsibilities for one Party shall be separate and distinct from those of the other, and any such employee shall be subject to the exclusive supervision and control of the Party for whom he or she is working at the particular time.

(e) The Cluster Employees shall acknowledge in the form of Schedule A that they are prohibited from communicating with the Company or any of their respective officers, directors, employees, members or affiliates regarding the operation or management of the Station; provided, that Cluster Employees working for the Station may communicate with each other about the operation or management of the Station.

(f) Nothing in this Agreement shall obligate Licensee to request the services of Cluster Employees.

Section 4. Licensee Control.

(a) Subject to Section 2 above and the LLMA, the Company shall have no responsibility for or involvement with the selection, procurement or broadcast of programming on the Station, and, notwithstanding anything in this Agreement to the contrary, Licensee shall retain exclusive responsibility and control over the operations of the Station, including the Station's programming, personnel, and finances.

(b) It is the intention of the Parties that the Company shall not have any attributable interest in station WLJC, and Licensee shall not have an attributable interest in station WTVQ, under the Communications Act of 1934, as amended (the "Act"), or the FCC Rules. This Agreement shall be construed in all respects consistent with the FCC's attribution

rules and policies to effectuate the non-attribution of station WLJC to the Company or station WTVQ to Licensee. The Parties agree to execute any such other documents as may be required to effectuate this intent.

Section 5. FCC Compliance.

(a) **Licensee Right and Responsibility.** Notwithstanding anything in this Agreement to the contrary, Licensee shall remain responsible for the Station's compliance with the Act and FCC Rules and shall be entitled to take any action, or refrain from taking any action, which Licensee, in the exercise of its sole discretion, deems necessary or appropriate to fulfill that responsibility.

(b) **Agreement Compliance with FCC Requirements.** All arrangements and activities contemplated by this Agreement shall be subject to, and are intended to comply in all respects with, the Act and FCC Rules. To the extent the FCC issues any decision, order, or ruling or makes any request that would require modification of this Agreement, the Parties shall immediately undertake reasonable and good faith efforts to amend this Agreement as promptly as possible to comply with such decision, order, ruling or request and, to the maximum extent practical and lawful, to preserve the economic benefits for each Party under the Agreement.

Section 6. Termination. This Agreement may be terminated prior to the expiration of the Term under any one of the following circumstances:

(a) **Governmental Order.** By any Party, if any court or federal, state or local government authority (including the FCC) of competent jurisdiction orders or takes any action (in any case, a "Governmental Order") that becomes effective and that requires the termination or material adverse modification of this Agreement; provided, that termination will not be permitted if the Governmental Order is stayed or otherwise ceases to be effective.

(b) **Sale of Station.** Upon the consummation of a sale of the Station to a third party or to the Company.

(c) **Mutual Agreement.** By mutual agreement of the Parties upon 12 months' written notice.

(d) **Termination for Uncured Breach.** This Agreement may be terminated upon prior written notice if either Party materially breaches this Agreement or any other agreement between the Parties and if such Party has not cured its breach within ninety (90) days of such written notice. For purposes of clarity, (i) termination shall not occur if the breach is cured within ninety days and (ii) termination shall be effective after ninety days if the breach is not cured within that time.

Section 7. Force Majeure. Notwithstanding anything in this Agreement to the contrary, no Party shall be liable to any other Party for a failure to perform any obligation under this Agreement if such Party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil

or military authorities, acts of God, or other contingencies beyond the reasonable control of the Parties, including equipment failures, and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to extend the period in which such performance shall be required in order to accommodate the period of the pendency of such contingency which prevents such performance.

Section 8. Severability. Subject to Section 6(a), if any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by a Governmental Order, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and shall be enforced to the greatest extent permitted by law; provided, that, if such invalidity, illegality or unenforceability would change the basic economic positions of the Parties, they shall negotiate in good faith to make such changes in other terms as shall be practicable in order to restore to each other, to the maximum extent practical and lawful, the economic benefits contemplated by this Agreement.

Section 9. Notices. Any notice or other communication required or permitted under this Agreement shall be delivered personally or by FedEx or similar nationally-recognized overnight courier (charges prepaid), and addressed to the Parties as follows (or at any other address specified in accordance with this Section):

If to Hour of Harvest, Inc.
Licens WLJC-TV
ee: PO Box Y
Beattyville, KY 41311
Attn: Jonathan Drake
Telephone: (606) 464-3600
Email: jonathan@wljc.com

If to Morris Network, Inc.
Comp 301 Poplar St.
any: Macon, GA 31201
Attn: Bobby Berry
Telephone: 478-745-4141
Email:
bberry@morrisnetwork.com

Section 10. No Partnership or Joint Venture. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise expressly provided in this Agreement, no Party shall be authorized to act as an agent of or otherwise to represent another Party.

Section 11. Assignment; No Third Party Beneficiaries. No Party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person, or entity other than the Parties hereto and their successors and permitted assigns any right, remedy or claim, legal or equitable under or by reason of this Agreement.

Section 12. Representations and Warranties. Each Party represents and warrants to the other that (a) any and all company actions required to authorize this Agreement have been taken, (b) when executed by the other Party, this Agreement shall be a binding obligation of the Party,

enforceable against it except to the extent enforceability may be limited by creditors' rights and general equitable principles, (c) this Agreement will not, with the passage of time or the provision of notice or both, conflict with any other agreement to which the Party is a party or by which it is bound or with a decision, order or rule of any court or, to such Party's knowledge, any other governmental authority to which such Party is subject, (d) there is no litigation pending or, to the knowledge of such Party, threatened by or before the FCC or any court of competent jurisdiction that would prevent or impair the transactions and activities contemplated by this Agreement, (e) aside from the execution of this Agreement by the other Party, there is no consent or approval that is required of any other party or any Governmental Order necessary to make this Agreement effective, and (f) such Party will comply in all material respects with applicable law in conjunction with the implementation of this Agreement and the operation of the Station, including but not limited to the Act and FCC Rules.

Section 13. Entire Agreement. This Agreement, as well as all documents referenced therein, constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the Parties, oral and written, with respect to the subject matter hereof, all of which are deemed to have been merged herein. This Agreement may be modified only by an agreement in writing executed by all Parties.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. Electronically-delivered signature pages in PDF form shall be sufficient to make this Agreement legally binding.

Section 15. Governing Law. Except as otherwise expressly provided herein, this Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to conflict of law provisions thereof.

Section 16. Consent to Jurisdiction and Service of Process. The exclusive forum for the resolution of any disputes arising hereunder shall be the federal or state courts located in Kentucky and each party irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding.

Section 17. Further Action. From time to time after the date of this Agreement, the Parties shall take such further actions and shall execute such further documents, assurances and certificates as the Parties may reasonably request of each other in order to effectuate the purposes of this Agreement.

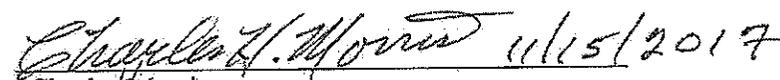
[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

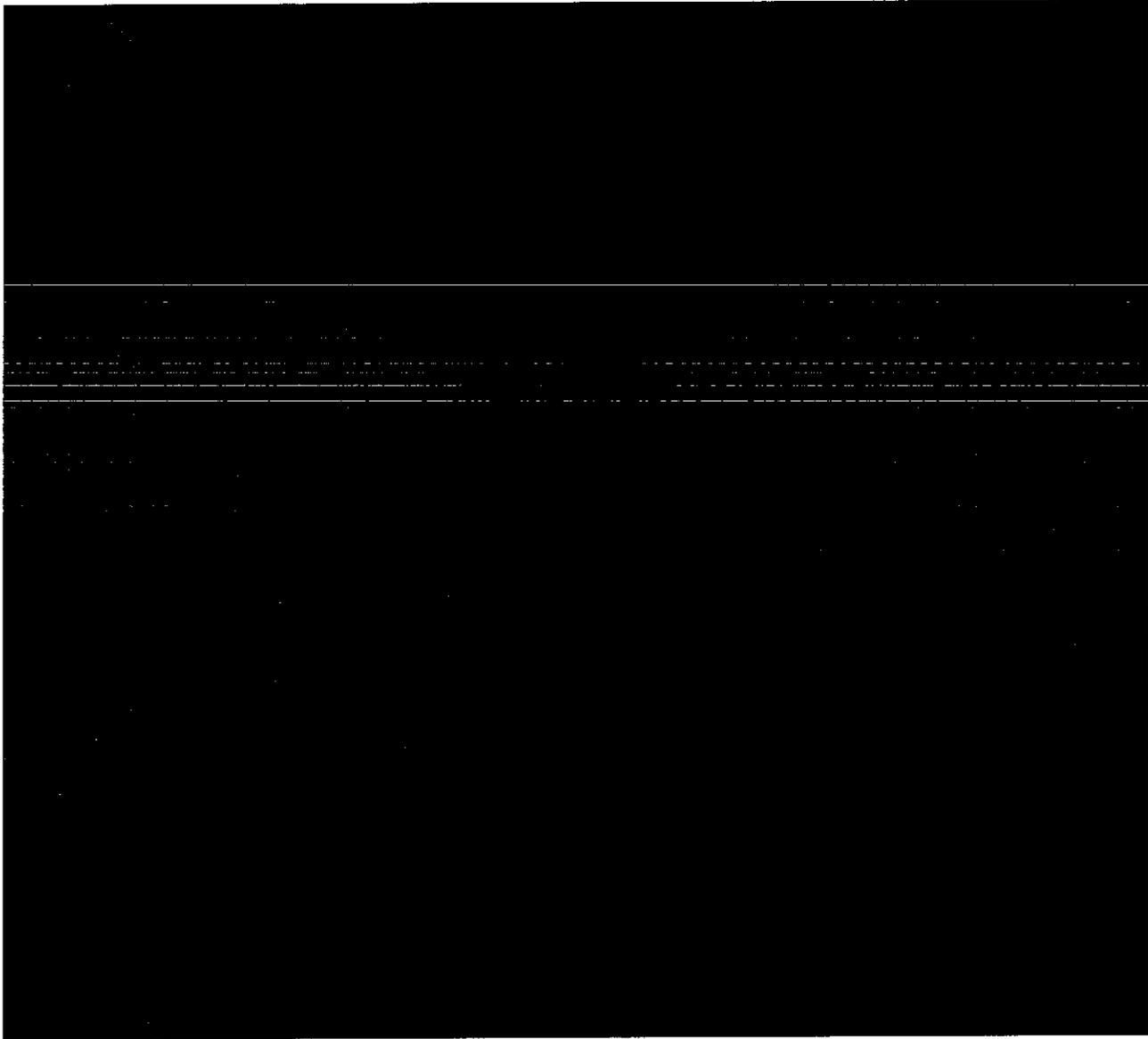
HOUR OF HARVEST, INC.

By: 
Name: JONATHAN DRAKE
Title: GM/VP

WTVQ-TV, LLC

By: 
Name: Charles Morris
Title: President and CEO

Schedule 2(e)
Services Fee



Schedule A

