

SHARED SERVICES AGREEMENT

This Shared Services Agreement (this “*Agreement*”) is entered into as of June 30, 2014, by and between **NPG of Yuma-El Centro, LLC**, a Missouri limited liability company (“*Service Provider*”), and **Blackhawk Broadcasting LLC**, a Delaware limited liability company (“*Station Licensee*”).

Station Licensee owns and operates broadcast stations KYMA-DT, Yuma, Arizona (Facility ID No. 74449), and KSWT (TV), Yuma, Arizona (Facility ID No. 33639), and the associated Low Power Television and TV Translator Stations (each of which, a “*Station*” and collectively, the “*Stations*”).

Service Provider owns and operates broadcast television station KECY-TV, El Centro, California (Facility ID No. 51208) (the “*Service Station*”).

To promote the economic and business development of the Stations and to improve the service provided to the public by the Stations, the parties desire to enter into this Agreement as of and with respect to the period beginning on the Commencement Date (as defined below), pursuant to which Service Provider will provide certain services to support the operation of the Stations by Station Licensee, in conformity with the Applicable Law (as defined below), and, furthermore, that Service Provider, with its experience and operating infrastructure, will thereby improve the overall efficiency of the Stations’ operating processes and reduce costs, which, in turn, will help the Stations to improve the services provided to the television viewing public in the Markets.

In consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. Defined Terms.

1.1. For purposes of this Agreement:

“*Affiliate*” means, with respect to any Person, (a) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, or (b) an officer or director of such Person or of an Affiliate of such Person within the meaning of clause (a) of this definition. For purposes of clause (a) of this definition, without limitation, (i) a Person shall be deemed to control another Person if such Person (A) has sufficient power to enable such Person to elect a majority of the board of directors (or comparable governing body) of such Person, or (B) owns a majority of the beneficial interests in income and capital of such Person, and (ii) a Person shall be deemed to control any partnership of which such Person is a general partner.

“*Applicable Law*” means any of the Communications Act, the FCC Rules, and all other federal, state and local constitutions, laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any governmental entity, including common law.

“**Capital Asset**” means any asset used or useful in the business and operations of a broadcast television station, the cost of which is equal to or greater than [REDACTED]

“**Commencement Date**” means July 1, 2014, or such other date designated in writing by the parties as the Commencement Date.

“**Communications Act**” means the Communications Act of 1934, as amended, as in effect from time to time.

“**FCC**” means the Federal Communications Commission or any successor agency thereto.

“**FCC Rules**” means the rules and published policies of the FCC as in effect from time to time.

“**Major Television Network**” means any one of the following Networks, or any successor thereof: ABC, CBS, NBC or FOX.

“**Markets**” means the Nielsen Designated Market Areas that encompass the Stations.

“**Network**” means any national television network that is party to any network affiliation agreement to which Station Licensee also is a party with respect to any of the Stations.

“**MVPD**” means cable television systems, direct-broadcast-satellite systems, local exchange carriers, and all other multichannel video programming distributors that distribute the signals of a television broadcast station.

“**Person**” includes, without limitation, natural persons, corporations, business trusts, associations, companies, joint ventures, and partnerships.

“**Primary Channel**” means, with respect to each Station, the program stream designated by Station Licensee or Service Provider and, with respect to the Service Station, the program stream designated by Service Provider respectively, as the primary digital signal (in high definition or standard definition) and program-related material transmitted thereby or thereon, which, for the avoidance of doubt, prior to the cessation of analog broadcasting by any Station or the Service Station pursuant to the federally mandated transition to digital television, was the program stream of the analog signal of any Station or the Service Station, as applicable.

“**Sharing Agreement**” means that certain Sharing Agreement by and between Service Provider and Station Licensee, dated as of the date hereof.

“**Third Party Claim**” means any action, suit, claim or legal, administrative, arbitration, mediation, governmental or other proceeding, or investigation, other than any brought by a party to this Agreement or an Affiliate of a party to this Agreement.

1.2. In addition to the defined terms in Section 1.1, the following is a list of terms used in this Agreement and a reference to the section or schedule hereof in which such term is defined:

Term	Section
Agreement	Preamble
Ancillary Equipment	Section 3.3
Converted Programming	Schedule 7.4(a)
Delivered Programming	Section 7.4(a)
Included Expenses	Section 11
Initial Term	Section 12.1
Lease Terms	Section 3.2
Modified Network Agreement	Section 13.5
Non-Delivering Party	Section 13.5
Policy Statement	Section 7.4(b)
Relocation	Section 3.1(a)
Renewal Term	Section 12.2
Retransmission Expenses	Schedule A
Service Provider	Preamble
Service Provider Premises	Schedule 3.2
Service Station	Recitals
Service Station Operating Budget	Section 8.4(b)
Station	Recitals
Station Licensee	Preamble
Station Licensee Core Equipment	Section 3.4
Stations Operating Budget	Section 8.4(a)
Term	Section 12.2
Transition-Tail Period	Schedule 3.2

2. General Principles Governing Sharing Arrangements. All sharing arrangements contemplated by this Agreement will be subject to, and are intended to comply in all respects with, the Communications Act, the FCC Rules and all other Applicable Law. The arrangements made pursuant to this Agreement will not be deemed to constitute “joint sales,” “program services,” “time brokerage,” “local marketing,” or similar arrangements, or a partnership, joint venture, or agency relationship between the parties, and no such arrangement will be deemed to give Service Provider any right to control the policies, operations, management or any other matter relating to the Stations. The Station Licensee shall be entitled to and shall, in the exercise of its own independent judgment, make all decisions concerning the programming, personnel and finances of each Station as set forth in Section 6 below.

3. Relocation of Facilities

3.1. General.

(a) Service Provider shall use commercially reasonable efforts (and Station Licensee shall cooperate with such efforts) to relocate as expeditiously as

reasonably practicable: (i) the main studio location of the Stations, and (ii) the office space of the employees of the Stations to be employed by Service Provider to the Service Provider Premises (the “**Relocation**”).

(b) Station Licensee covenants and agrees to use commercially reasonable efforts to obtain any permits, approvals or authorizations that reasonably may be necessary to effectuate the Relocation.

3.2. Access to Premises, Facilities and Equipment. During the Term, Service Provider shall make available to Station Licensee (a) such premises and facilities as may be reasonably necessary (i) to conduct broadcast operations from such location(s) and establish the main studio of each Station at such location and (ii) for the employees of Station Licensee at each Station to conduct the applicable business and operations of such Station; provided, that all such access and use shall be pursuant to the terms and subject to the conditions set forth in Schedule 3.2 (the “**Lease Terms**”) and (b) the use of, certain tangible personal property with respect to each Station or Service Station sufficient to ensure and enable Station Licensee to conduct broadcast operations of each Station consistent with, and pursuant to, the FCC Rules and the Communications Act.

3.3. Relocation of Ancillary Equipment. As of the date of the Relocation, or as soon thereafter as practicable, Station Licensee shall have relocated to the Service Provider Premises the Ancillary Equipment (which is defined as the assets and equipment of the Stations other than the Station Licensee Core Equipment).

3.4. Use of Equipment by Service Provider. Subject to Section 3.5, Station Licensee grants Service Provider the right to use during the Term (a) any item of equipment set forth on Schedule 3.4 (individually and collectively, “**Station Licensee Core Equipment**”) and (b) the Ancillary Equipment in connection with the Shared Services provided under this Agreement. The parties understand that the Station Licensee Core Equipment represents at least twenty percent (20%) of the value of all of the Stations’ assets.

3.5. No Modification to Title. Nothing in this Agreement shall be deemed or interpreted to limit or modify, or to otherwise effect a transfer or alteration of, Station Licensee’s title to those assets, tangible and intangible, owned by Station Licensee, including the Ancillary Equipment and the Station Licensee Core Equipment.

4. Certain Services Not to be Shared.

4.1. Senior Management Personnel. Station Licensee shall maintain for each Station sufficient personnel to comply with its obligations as a broadcast licensee under the FCC Rules. Such personnel shall be retained solely by, and report solely to, Station Licensee, and shall have no involvement or responsibility with respect to the business or operation of the Service Provider’s stations. During the Term, Station Licensee’s employees shall direct the day-to-day operation of each Station and shall report, and be accountable, to Station Licensee, and Service Provider’s employees shall direct the day-to-day operation of the Service Station and shall report, and be accountable, to Service

Provider. If any employees are shared by Station Licensee and Service Provider, (a) when performing services for the Stations, such employees will report to and be supervised and directed solely by Station Licensee, and (b) when performing services for the Service Station, such employees will report to and be supervised and directed solely by Service Provider. The parties shall instruct each shared employee accordingly.

4.2. Programming Authority. Station Licensee shall retain ultimate authority with respect to the selection and procurement of programming on the Stations and in furtherance thereof, each of Station Licensee and Service Provider shall maintain for its own respective broadcast television stations, including the Stations and the Service Station, separate managerial and other personnel to carry out its selection and procurement of programming for its stations.

4.3. No Joint Advertising Sales. Station Licensee shall, subject to the payment of the Services Fee, receive all advertising revenue attributable to the business of the Stations and shall retain ultimate authority to set prices for the advertising sales of the Stations and to conduct and manage such sales, including with respect to (a) advertising on the Delivered Programming, (b) advertising in connection with any dedicated Station website, and (c) the ultimate supervision and control of all employees and agents engaged in connection with the advertising sales of the Stations. Station Licensee's employees shall be responsible for all advertising sales with respect to the Stations.

5. Retained Authority Concerning Station Carriage by MVPDs. 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 each Station to carriage of such Station's signals by MVPDs that may exist under Applicable Law as necessary to ensure that such Station has valid and enforceable arrangements with all material MVPDs in each Market. Station Licensee shall negotiate retransmission consent independently and in compliance with Applicable Law. In addition, Service Provider agrees to take all commercially reasonable steps in a timely manner to assert, enforce, defend, and preserve the rights of Service Station to carriage of Service Station's signals by MVPDs that may exist under Applicable Law as necessary to ensure that Service Station has valid and enforceable arrangements with all material MVPDs in each Market. Service Provider shall negotiate retransmission consent for the Service Station independently and in compliance with Applicable Law.

6. Station Licensee Control. Notwithstanding anything to the contrary contained in this Agreement, and without limiting the generality of Sections 4 and 5, the parties hereto acknowledge and agree that during the Term, Station Licensee shall maintain ultimate control and authority over the Stations, including, specifically, control and authority over the Stations' operations, finances, personnel and programming. Without limiting the generality of the foregoing, nothing contained in this Agreement 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 Stations, as well as the payment therefor, other than those payments of Service Provider associated with the Delivered Programming. 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 Stations, and (b) retain and hire or utilize whatever employees Station Licensee reasonably deems appropriate or necessary to fulfill those programming functions. Service Provider shall not represent, warrant or hold itself out as the licensee of any Station not owned by Service Provider.

7. Shared Services. Subject to Section 6 and subject in all respects to Station Licensee's ultimate supervision and control, commencing on the Commencement Date, Service Provider agrees to provide to Station Licensee the following services to support the business and operation of the Stations; provided, that such supervision and control shall not be deemed to permit Station Licensee to expand in any material respect the obligations of Service Provider or to require Service Provider to incur any material additional obligation or liability hereunder:

7.1. Technical Services and Equipment. Service Provider shall perform monitoring and maintenance of the Stations' technical equipment and facilities and, upon the request of Station Licensee, shall assist Station Licensee with the installation, repair, maintenance and replacement of the Stations' equipment and facilities and otherwise to assist in the performance of Station Licensee's obligations under Section 8; provided, however:

(a) *Repair and Replacement of Station Licensee Core Equipment.* In the event that it shall be reasonably necessary, consistent with good engineering practices and otherwise with the past practices of a Station or the Service Station, to repair or replace any Station Licensee Core Equipment, Service Provider shall undertake such repair and replacement on behalf of Station Licensee, provided that (i) the costs incurred in the replacement of any Station Licensee Core Equipment shall be borne by Station Licensee (and Station Licensee shall be the owner of such replacement Station Licensee Core Equipment) and (ii) any equipment repair expenses shall be deemed to constitute Included Expenses in accordance with Schedule A of the Sharing Agreement.

(b) *Repair and Replacement of Ancillary Equipment.* In the event that it shall be reasonably necessary, consistent with good engineering practices and otherwise with the past practices of the Service Station, to repair or replace any item of Ancillary Equipment, Service Provider shall undertake such repair and replacement provided that (i) the costs incurred in the replacement of any Ancillary Equipment shall be borne by either Station Licensee or Service Provider as set forth in Section 8.5 (and the party that bears the cost of shall be the owner of such replacement Ancillary Equipment) and (ii) any equipment repair expenses shall be deemed to constitute Included Expenses in accordance with Schedule A of the Sharing Agreement.

(c) Service Provider shall make available to Station Licensee, on an independent contractor basis, a staff engineer employed by Service Provider to assist the chief operator for each Station in fulfilling its duties as specified by the FCC Rules.

7.2. Website Services. Subject to Section 4.3, Service Provider shall maintain and operate a separate website associated with each Station, whether (i) the current website for each Station (and its corresponding domain name) or (ii) another website (and other domain name) that is prominently associated with the Station. Service Provider shall be responsible for all expenses associated with the websites, which expenses shall be deemed to constitute Included Expenses in accordance with Schedule A of the Sharing Agreement.

7.3. Back-Office and Related Support Services. Service Provider shall provide reasonable and customary back-office and related support services with respect to the business of the Stations, including with respect to traffic, the collection of accounts receivable in a manner consistent with Service Provider's own practices, and payroll and other similar, related services.

7.4. Delivered Programming.

(a) Service Provider shall provide to the Station Licensee for broadcast, simulcast or rebroadcast on each Station local news and other programming as described more particularly in Schedule 7.4(a) (the "**Delivered Programming**"), which Delivered Programming shall consist of approximately, but no more than, twenty-five (25) hours per week per Station, and which, at all times, shall constitute less than fifteen percent (15%) of each Station's broadcast hours for any week. Service Provider shall be responsible for obtaining the rights to broadcast the Delivered Programming on each Station and for paying all costs incurred in obtaining such rights. To the extent permission is required to rebroadcast any Delivered Programming under Section 325 of the Communications Act, Service Provider hereby grants Station Licensee such permission. The Delivered Programming shall be subject to Service Provider's editorial judgment and the requirements of Section 7.4(b), including but not limited to the right of rejection or preemption by Station Licensee. All Delivered Programming shall be in conformity in all material respects with standards established by Station Licensee and consistent with similar programming broadcast on Service Provider's own television broadcast stations and shall otherwise conform to all Applicable Law, including the Communications Act, the FCC Rules and the intellectual property rights of third parties.

(b) All Delivered Programming shall comply with applicable federal, state and local regulations and policies, including commercial limits in children's programming. Station Licensee shall have the right to preempt any Delivered Programming to present program material of greater local or national importance. Station Licensee may reject any Delivered Programming if it reasonably determines that the broadcast of such material would violate Applicable Law or would otherwise be contrary to the public interest. Station Licensee shall promptly notify Service Provider of any such rejection, preemption, or rescheduling and shall cooperate with Service Provider in efforts to fulfill commitments to syndicators of such Delivered Programming. Schedule 7.4(b) sets forth Station Licensee's statement of policy (the "**Policy Statement**") with regard

to the Delivered Programming. Service Provider shall ensure that the Delivered Programming is in compliance with the terms of this Agreement and the Policy Statement.

(c) All Delivered Programming shall be delivered to each Station in a format to be mutually agreed upon by the parties hereto, in a form ready for broadcast on each Station's existing playback equipment, and with quality suitable for broadcast. Station Licensee shall not be required to provide production services or to copy, reformat or otherwise manipulate material furnished by Service Provider.

7.5. Station Promotion and Business and Marketing Strategy

(a) At such times and upon Station Licensee's request, Service Provider shall provide general advice on the promotion of the Stations, marketing for the Stations and other strategies and measures to promote the efficient growth of the Stations' business; provided, that Station Licensee shall not be obligated to implement such advice.

(b) In all events in accordance with, and subject to Section 4.3, (i) Service Provider shall have no right to sell advertising availabilities on the Stations and shall not hold itself out to third parties as a sales agent of Station Licensee or of the Stations and (ii) Station Licensee shall retain the ultimate authority to set prices for the advertising sales of the Stations and to conduct and manage and conduct such sales.

8. Station Licensee Responsibilities. Station Licensee, at its expense, shall be responsible for and perform the following obligations with respect to the business and operations of the Stations during the Term, in accordance with and subject to the following provisions:

8.1. Station Operations. Station Licensee shall continue to maintain full control over the operations of each Station, including programming, editorial policies, employees of Station Licensee and Station Licensee-controlled facilities. Station Licensee shall be responsible for, and shall comply in all material respects with, all applicable provisions of the Communications Act, the FCC Rules and all other Applicable Law with respect to the operation of each Station. Station Licensee shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body.

8.2. Insurance. Station Licensee shall maintain in effect policies of insurance as are reasonably necessary for the assets and the business of each Station in accordance with good industry practices, including but not limited to liability insurance, casualty insurance and workers' compensation insurance.

8.3. Maintenance of Facilities. Station Licensee shall use, operate, and maintain all of its assets in a commercially reasonable manner. If any loss, damage, impairment, confiscation or condemnation of any of such assets occurs, Station Licensee

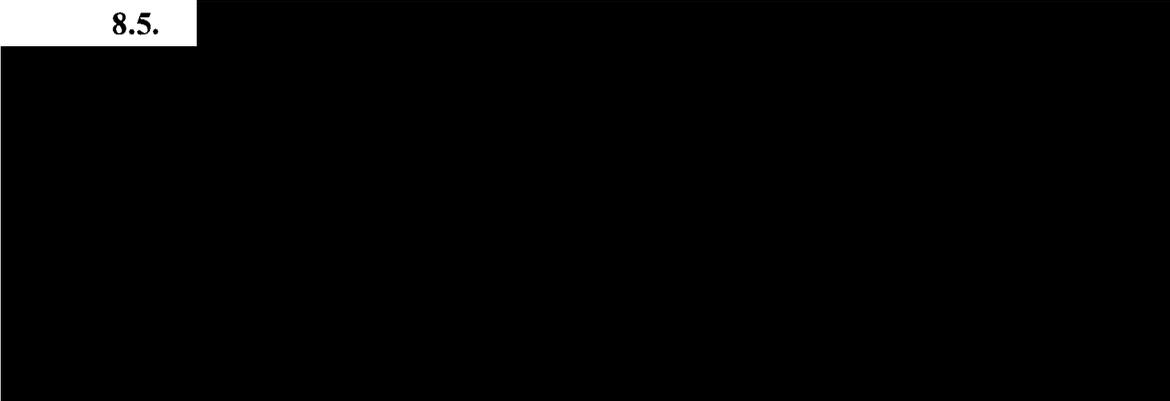
shall use commercially reasonable efforts and cooperate with Service Provider to repair, replace, or restore the assets to their prior condition as soon thereafter as possible, and Station Licensee shall use the proceeds of any claim under any insurance policy to repair, replace or restore any of the assets of the Stations that are lost, damaged, impaired or destroyed.

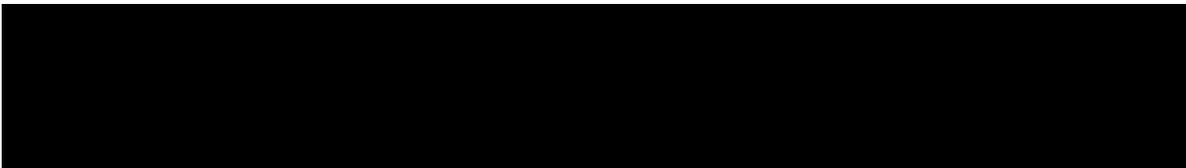
8.4. Operating Budget.

(a) Station Licensee shall be responsible for timely payment of all operating costs of the Stations (excluding those costs to be borne by Service Provider under Section 11), including the cost of electricity, other utilities and rental or other payments with respect to any real property leased by Station Licensee, taxes, the Services Fee and the salaries, insurance, and other costs for all personnel employed by Station Licensee and, without limiting the foregoing, shall pay all other Applicable Expenses and all of its other expenses and obligations. Promptly following the Commencement Date, but in no event more than thirty (30) days thereafter, Station Licensee shall provide Service Provider a copy of the operating budget of the Stations (collectively, the “**Stations Operating Budget**”), which shall reflect Station Licensee’s good faith budget of reasonable and customary capital and other expenses necessary to the operations of the Stations and not otherwise contemplated by the Designated Expenses, as determined by Station Licensee in its sole and absolute discretion. Station Licensee shall provide updated copies of the Stations Operating Budget each year during the Term, identifying adjustments from year to year.

(b) Promptly following the Commencement Date, but in no event more than thirty (30) days thereafter, Service Provider shall provide Station Licensee a copy of the operating budget of the Service Station (the “**Service Station Operating Budget**”), which shall reflect Service Provider’s good faith budget of reasonable and customary capital and other expenses necessary to the operations of the Service Station and not otherwise contemplated by the Designated Expenses, as determined by Service Provider in its sole and absolute discretion. Service Provider shall provide updated copies of the Service Station Operating Budget each year during the Term, identifying adjustments from year to year.

8.5.





8.6. Music Rights Payments. Station Licensee shall pay when due all music rights payments (including, without limitation, music performance rights, synchronization rights, and master use rights), if any, in connection with the broadcast and/or transmission of all announcements and programming on the Stations, other than the Delivered Programming.

8.7. Certain Programming Costs. Station Licensee shall pay when due all costs and expenditures associated with the procuring of programming to be aired on the Stations, other than those associated with the Delivered Programming.

8.8. Preservation of FCC Licenses and Agreements; Other Compliance.

(a) Station Licensee shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a (i) revocation, non-renewal or material impairment of any of the FCC Licenses, (ii) material adverse effect upon any Station's transmitters, antennae or other material assets included in such Station's transmission facilities or (iii) material breach or default under the terms of any of the agreements to which Station Licensee is a party on and as of the date hereof. Service Provider shall not take any action or omit to take any action that would be reasonably likely to result in a (i) revocation, non-renewal or material impairment of any of the FCC Licenses, (ii) material adverse effect upon any Station's transmitters, antennae or other material assets included in such Station's transmission facilities or (iii) material breach or default under the terms of any of the agreements to which Service Provider is a party with respect to the Stations.

(b) Station Licensee shall ensure that such records and information required by the FCC Rules are filed with the FCC or timely placed in the public inspection files of each Station pertaining to the sale of political programming and advertisements, in accordance with the FCC Rules, and to the sale of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the FCC Rules.

8.9. No Other Liabilities. During the Term, neither Service Provider nor Station Licensee shall file a voluntary petition in bankruptcy, any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment of debt, liquidation or dissolution or similar relief under any present or future insolvency statute, law or regulation of any jurisdiction; petition or apply to any tribunal for any receiver, custodian or any trustee for substantially all of its properties or assets; file any answer to any such petition admitting or not contesting the material allegations of any such petition sufficient to support the grant or approval of any such order, judgment or decree; seek, approve or consent to any such proceeding or in the appointment of any trustee, receiver,

sequestrator, custodian, liquidator or fiscal agent for it or substantially all of its properties or assets; or take any action for the purpose of effecting any of the foregoing; or be the subject of an order entered appointing any such trustee, receiver, custodian, liquidator or fiscal agent.

9. Access to Information. In order to ensure compliance with the Communications Act, the FCC Rules and other Applicable Law, Station Licensee shall be entitled to review, at its reasonable discretion from time to time, any Delivered Programming that Station Licensee may reasonably and timely request. Service Provider shall furnish to Station Licensee upon request any other information that is reasonably necessary to enable Station Licensee timely to prepare any records or reports required by the FCC or other governmental entities. Nothing in this Section 9 shall entitle Station Licensee to review the internal corporate or financial records of Service Provider. If this Agreement is terminated, Station Licensee shall return to Service Provider all information obtained by it from Service Provider in connection with this Agreement other than information solely related to the Stations. This Section 9 shall survive any termination or expiration of this Agreement for a period of three (3) years.

10. Services Fee. In consideration for the services to be provided to Station Licensee by Service Provider pursuant to this Agreement, Station Licensee shall pay to Service Provider with respect to each calendar month during the term of this Agreement the Services Fee as described in Schedule A. The Services Fee shall be paid in the circumstances and subject to the further terms and conditions described in Schedule A. The Services Fee shall be payable monthly, in arrears, as set forth in Schedule A and shall be prorated on a daily basis for the first and last months during which this Agreement is in effect.

11. Service Provider Costs. Service Provider shall be solely responsible for the salaries, taxes and related costs for all personnel employed by Service Provider who are used by Service Provider in the performance of Service Provider's obligations hereunder, including, without limitation, any publicity or promotional expenses incurred in performing its obligations hereunder, which expenses shall be deemed to constitute Included Expenses.

12. Term of Agreement.

12.1. Initial Term. This Agreement shall be deemed effective and the initial term hereof shall commence on and as of the Commencement Date and such initial term (the "**Initial Term**") shall continue until the eighth (8th) anniversary of the Commencement Date, unless earlier terminated in accordance with Section 14.

12.2. Renewal Term. This Agreement shall be renewed automatically for one additional term of eight (8) years (the "**Renewal Term**") commencing on the day following the expiration of the Initial Term (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 one hundred twenty (120) days prior to the expiration of the Initial Term.

13. Termination.

13.1. Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the parties hereto.

13.2. Termination by Station Licensee or Service Provider. This Agreement may be terminated by Station Licensee or Service Provider, by written notice to the other, upon the occurrence of any of the following events; provided, that any such termination shall be effective as of the date one hundred twenty (120) days after such notice has been given (or any earlier date as required by Applicable Law):

(a) this Agreement has been declared invalid under Applicable Law or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review, and the parties, acting in good faith, are after diligent and reasonable negotiation, unable to agree upon a modification of the Agreement so as to cause the Agreement to comply with Applicable Law; or

(b) there has been a change in the Communications Act or the FCC Rules that causes this Agreement in its entirety to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review; and the parties, acting in good faith, are unable to agree upon a modification of the Agreement so as to cause the Agreement to comply with the Communications Act or the FCC Rules as so changed.

13.3. Termination by Service Provider. This Agreement may be terminated by Service Provider, by written notice to Station Licensee, upon the occurrence of any of the following events, provided that any such termination shall be effective as of the date one hundred twenty (120) days after such notice:

(a) if Service Provider is not then in material breach and Station Licensee is in material breach under this Agreement (other than a breach by Station Licensee of any of its payment obligations hereunder) and Station Licensee has failed to cure such breach within thirty (30) days after receiving written notice of such breach from Service Provider, or if Service Provider is not then in material breach and Station Licensee breaches any of its payment obligations to Service Provider hereunder (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within fifteen (15) days after receiving written notice of such breach from Service Provider;

(b) if Station Licensee 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 Station Licensee under any federal or state insolvency law which, if filed against Station Licensee, has not been dismissed within thirty (30) days thereof; or

(c) if, at any time during the Term, either Station, with respect to the Primary Channel, is not a network affiliate of a Major Television Network, provided that the failure of a Station to be a network affiliate of a Major Television Network, including upon a termination of the network affiliation agreement of the Station, shall not have been proximately caused by any act or omission of Service Provider.

13.4. Termination by Station Licensee. This Agreement may be terminated by Station Licensee, by written notice to Service Provider, upon the occurrence of any of the following events, provided that any such termination shall be effective as of the date one hundred twenty (120) days after such notice.

(a) if Station Licensee is not then in material breach and Service Provider is in material breach under this Agreement (other than a breach by Service Provider of any of its payment obligations hereunder) and Service Provider has failed to cure such breach within thirty (30) days after receiving written notice of such breach from Station Licensee, or if Station Licensee is not then in material breach and Service Provider breaches any of its payment obligations to Station Licensee hereunder (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within fifteen (15) days after receiving written notice of such breach from Station Licensee;

(b) if Service Provider 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 Service Provider under any federal or state insolvency law which, if filed against Service Provider, has not been dismissed within thirty (30) days thereof; or

(c) if, at any time during the Term, the Service Station is not a network affiliate of a Major Television Network; provided that the failure of the Service Station to be a network affiliate of a Major Television Network, including upon a termination of the network affiliation agreement of the Service Station, shall not have been proximately caused by any act or omission of Station Licensee.

13.5. Modified Network Affiliation Agreements. Upon any renewal, extension, amendment or modification to any Network affiliation agreement relating to the Primary Channel of either Station or the Primary Channel of the Service Station, as applicable (a "*Modified Network Agreement*"), the party that is subject to such Modified Network Agreement shall provide within five (5) business days to the other party (the "*Non-Delivering Party*") written notice of such renewal, extension, amendment or modification together with a copy of such Modified Network Agreement.

13.6. Certain Matters Upon Termination.

(a) *Continuing Obligations.* No expiration or termination of this Agreement shall terminate the obligations of any party hereto to indemnify the other party pursuant to the Sharing Agreement, or limit or impair any party's rights to receive payments for periods on or before the effective date of such expiration or termination, including the Sharing Amount (as defined in that certain Sharing Agreement).

(b) *Cooperation.* Upon and following any termination, the parties shall reasonably cooperate in good faith to effect a transition to Station Licensee of those duties and functions undertaken by Service Provider under this Agreement.

14. Force Majeure. Any delay or interruption in the broadcast operation of any Station, in whole or in part, due to acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of a party shall not constitute a breach of this Agreement and no party shall be liable to any other party for any liability or obligation with respect thereto.

15. Unenforceability. If one or more provisions of this Agreement or the application thereof to any Person 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 informal opinion 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.

16. 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 personally, or sent by overnight commercial delivery service, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service and (d) addressed as set forth on Schedule 16.

17. Assignment; Benefit; Binding Effect; Use of Agents.

17.1. Neither party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing or any other provision to the contrary contained herein, Service Provider may assign its rights and obligations under this Agreement, without the consent of Station Licensee but upon written notice to Station Licensee, to any Affiliate of Service Provider;

provided, however, that Service Provider, as assignor, shall guarantee, and remain responsible for, the full and complete performance of its assignee. 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.

17.2. Notwithstanding anything to the contrary contained herein, Service Provider 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 Service Provider shall provide prior written notice to Station Licensee of any designation or subcontract pursuant to the foregoing and, provided further, that Station Licensee shall not be obligated to pay any amounts owing to Service Provider under this Agreement to any such third party and shall continue to pay all such amounts directly to Service Provider and, provided further, that Service Provider shall not be relieved of any of its obligations hereunder as a result of its entering into any such arrangements with third parties.

18. Governing Law. This Agreement shall be construed and governed in accordance with the laws of Arizona 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 Arizona.

19. 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, and 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 hereunder, 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.

20. Confidentiality. Each party hereto agrees that it will not at any time during the term of this Agreement 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 it may be required in the future by the Communications Act or the FCC Rules, each party shall place a copy of this Agreement in its respective stations' public inspection files and, with respect to such obligation, shall consult with and agree with the other party as to any confidential or proprietary information herein that shall be lawfully redacted from any such copy.

21. 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.

22. 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 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.

23. 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.

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

25. Other Definitional Provisions. The terms “hereof,” “herein” and “hereunder” and terms of similar import shall 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 shall be interpreted as illustrative only and shall not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

26. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement shall be legally binding and effective upon delivery of facsimile signatures or by means of portable document format (pdf) transmission.

27. Entire Agreement; Amendment; Waiver. This Agreement and any attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof. 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.

IN WITNESS WHEREOF the parties have executed this Shared Services Agreement as of the date first written above.

STATION LICENSEE:

BLACKHAWK BROADCASTING LLC

By: 
Name: Bill Swales
Title: Treasurer

SERVICE PROVIDER:

NPG OF YUMA-EL CENTRO, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties have executed this Shared Services Agreement as of the date first written above.

STATION LICENSEE:

BLACKHAWK BROADCASTING LLC

By: _____
Name: _____
Title: _____

SERVICE PROVIDER:

NPG OF YUMA-EL CENTRO, LLC

By: J. Timothy H
Name: J. Timothy Hannon
Title: EVP/CEO

SCHEDULE A
SERVICES FEES

REDACTED

SCHEDULE 3.2

LEASE TERMS

REDACTED

SCHEDULE 3.4
STATION LICENSEE CORE EQUIPMENT

REDACTED

SCHEDULE 7.4(a)

SCHEDULE OF DELIVERED PROGRAMMING

REDACTED

SCHEDULE 7.4(b)

POLICY STATEMENT FOR DELIVERED PROGRAMMING

REDACTED

**SCHEDULE 16
NOTICES**

REDACTED