

SHARING AGREEMENT

This Sharing 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 well as a Shared Services Agreement dated as of the hereof (the “**SSA**” and, together with this Agreement, the “**Transaction Documents**”) pursuant to which Service Provider will provide certain services to support the operation of the Stations by Station Licensee, in conformity with Applicable Law.

As a result of the matters described in the Transaction Documents, 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. For purposes of this Agreement, all capitalized terms not defined in this Agreement shall be as defined in the SSA.

2. General Principles Governing Sharing Arrangements. All sharing arrangements contemplated by this Agreement and the other Transaction Documents 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 and the other Transaction Documents 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 management of each Station License 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.

3. Transition Plan. In order to facilitate the Relocation (as defined in the SSA), Station Owner agrees to sell or otherwise dispose of in a commercially reasonable manner any

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real property and other assets of the Stations that are not necessary for the continued operation of the Stations in accordance with the SSA, including the real estate located at 1385 South Pacific, Yuma, AZ.

4. Sharing Amount. Each of Service Provider and Station Licensee agree to equalize the Combined Adjusted Net Cash Flow (as defined in Schedule A) so that fifty percent (50%) of the Combined Adjusted Net Cash Flow be for the account of Service Provider and fifty percent (50%) of the Combined Adjusted Net Cash Flow be for the account of Station Licensee. Accordingly, each party shall pay to the other the applicable Sharing Amount (as defined in Schedule A), which shall be determined and paid in accordance with Schedule A.

5. Term of Agreement. This Agreement shall be deemed effective and the term hereof shall commence on and as of the Commencement Date and shall continue until the expiration or earlier termination of the SSA. Following the termination of this Agreement, the parties will continue to be obligated to pay any Sharing Amounts with respect to periods prior to the date of termination.

6. Representations and Warranties of Station Licensee. Station Licensee represents and warrants to Service Provider as follows:

6.1. Authorization and Binding Obligation. The execution, delivery, and performance of the Transaction Documents by Station Licensee have been duly authorized by all necessary organizational action on the part of such party. The Transaction Documents have been duly executed and delivered by Station Licensee and constitute the legal, valid, and binding obligations of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

6.2. Absence of Conflicting Agreements or Consents. The execution, delivery, and performance by Station Licensee of the Transaction Documents (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Station Licensee; (b) to the actual knowledge of Station Licensee or its Affiliates, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Station Licensee; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Station Licensee is a party or by which it is bound as of the date of this Agreement; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of any station owned by Station Licensee.

7. Representations and Warranties of Service Provider. Service Provider represents and warrants to Station Licensee as follows:

7.1. Authorization and Binding Obligation. The execution, delivery, and performance of the Transaction Documents by Service Provider have been duly authorized by all necessary organizational action on the part of such party. The Transaction Documents have been duly executed and delivered by Service Provider and constitute the legal, valid, and binding obligations of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

7.2. Absence of Conflicting Agreements or Consents. The execution, delivery, and performance by Service Provider of the Transaction Documents (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizing documents of Service Provider; (b) to the actual knowledge of Service Provider or its Affiliates, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Service Provider; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Service Provider is a party or by which it is bound as of the date hereof; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of any station owned by Station Licensee.

8. Indemnification.

8.1. By Service Provider.

(a) Service Provider shall indemnify, defend and hold harmless Station Licensee and any employee, director, member, manager, officer, stockholder, or agent of Station Licensee, or any of its Affiliates, successors or assignees (exclusive of Service Provider and its Affiliates and agents) (each, a "**Station Indemnified Party**"), from and against, and reimburse and pay to such Station Indemnified Party as incurred, any loss, liability, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any matter described in this Section 8.1 or in enforcing the indemnity provided by this Section 8 (any such amount being a "**Loss**"), which any such Station Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(i) the willful misconduct by any employee or agent of Service Provider;

(ii) the performance by Service Provider of the services to be provided by it under this Agreement or the SSA in a manner materially

inconsistent with this Agreement or the SSA, as applicable, or the then-prevailing standards of the television and broadcast industry;

(iii) any breach by Service Provider of any of its obligations, representations, warranties, covenants and other agreements hereunder;

(iv) any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to material contained in the Delivered Programming or on any Station website; and

(v) the business and operation of the Service Station at any time.

(b) The obligations of Service Provider under this Section 8.1 shall survive any termination or expiration of this Agreement or the SSA. The obligations of Service Provider under this Section 8.1 shall be direct and not conditioned or conditional upon Station Licensee's pursuit of remedies against any other party.

(c) Notwithstanding anything to the contrary contained herein, in no event shall Service Provider be liable under this Section 8.1 for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with Applicable Law.

(d) Except for claims for payment of the Sharing Amount, (i) Service Provider shall not be subject to the indemnification obligations set forth in Section 8.1(a)(ii) or (iii) unless and until the aggregate Losses of all Station Indemnified Parties exceed Fifty Thousand Dollars (\$50,000.00), and then only for the amount by which such Losses exceed Fifty Thousand Dollars (\$50,000.00), and (ii) Service Provider's aggregate liability under Section 8.1 shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

(e) This Section 8.1 shall be the exclusive remedy for any breach of this Agreement Service Provider.

8.2. By Station Licensee.

(a) Except with respect to or to the extent of any Loss subject to indemnification pursuant to the terms and subject to the conditions of Section 8.1, Station Licensee shall indemnify, defend and hold harmless Service Provider and any employee, director, member, manager, officer, stockholder or agent of Service Provider, or any of its Affiliates, successors or assignees (each a "***Service Provider Indemnified Party***") from and against, and reimburse and pay to such Service Provider Indemnified Party, as incurred, any Loss, which any such Service Provider Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(i) the willful misconduct by any employee or agent of Blackhawk;

(ii) any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to material broadcast on any of the Stations following the Commencement Date, other than the Delivered Programming;

(iii) any breach by Station Licensee of any of its obligations, representations, warranties, covenants and other agreements hereunder;

(iv) any claim by any employee of Station Licensee for Severance or otherwise arising prior to the Commencement Date; and

(v) the business and operation of either Station as of the time prior to the Commencement Date.

(b) The obligations of Station Licensee under this Section 8.2 shall survive any termination or expiration of this Agreement or the SSA. The obligations of Station Licensee under this Section 8.2 shall be direct and not conditioned or conditional upon Station Licensee's pursuit of remedies against any other party.

(c) Notwithstanding anything to the contrary contained herein, in no event shall Station Licensee be liable under this Section 8.2 for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with Applicable Law.

(d) Except for claims for payment of the Sharing Amount or the Services Fee, (i) Station Licensee shall not be subject to the indemnification obligations set forth in this Section 8.2(a)(ii) unless and until the aggregate Losses of all Service Provider Indemnified Parties exceed Fifty Thousand Dollars (\$50,000.00), and then only for the amount by which such Losses exceed Fifty Thousand Dollars (\$50,000.00), and (ii) Station Licensee's aggregate liability under this Section 8.2(a)(ii) shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

(e) This Section 8.2 shall be the exclusive remedy for any breach of this Agreement by Station Licensee.

8.3. Procedure.

(a) If any Person entitled to indemnification under this Agreement (an "**Indemnified Party**") asserts a claim for indemnification for, or receives notice of the assertion or commencement of any Third Party Claim as to which such Indemnified Party intends to seek indemnification under this Agreement, such

Indemnified Party shall give reasonably prompt written notice of such claim to the party from whom indemnification is to be sought (an “*Indemnifying Party*”), together with a statement of any available information regarding such claim. The Indemnifying Party shall have the right, upon written notice to the Indemnified Party (the “*Defense Notice*”) within fifteen (15) days after receipt from the Indemnified Party of notice of such claim, to conduct at its expense the defense against such Third Party Claim in its own name, or if necessary in the name of the Indemnified Party (which notice shall specify the counsel the Indemnifying Party will appoint to defend such claim (“*Defense Counsel*”); provided, however, that the Indemnified Party shall have the right to approve the Defense Counsel, which approval shall not be unreasonably withheld or delayed). The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any Third Party Claim. If the Indemnifying Party delivers a Defense Notice to the Indemnified Party, the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as may be reasonably requested by the Indemnifying Party, all at the expense of the Indemnifying Party.

(b) If the Indemnifying Party shall fail to give a Defense Notice, it shall be deemed to have elected not to conduct a defense of the subject Third Party Claim, and in such event the Indemnified Party shall have the right to conduct such defense in good faith. If the Indemnified Party defends any Third Party Claim, then the Indemnifying Party shall reimburse the Indemnified Party for the costs and expenses of defending such Third Party Claim upon submission of periodic bills. If the Indemnifying Party elects to conduct the defense of the subject Third Party Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Third Party Claim; provided, however, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and provided, further, that the Indemnifying Party shall not be required to pay for more than one counsel for all Indemnified Parties in connection with any Third Party Claim.

(c) Regardless of which party defends a Third Party Claim, the other party shall have the right at its expense to participate in the defense of such Third Party Claim, assisted by counsel of its own choosing. The Indemnified Party shall not compromise, settle, default on, or admit liability with respect to a Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed, and, if the Indemnified Party settles, compromises, defaults on, or admits liability with respect to a Third Party Claim except in compliance with the foregoing, the Indemnified Party will be liable for all Losses paid or incurred in connection therewith and the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect thereto. The Indemnifying Party shall not compromise or settle a

Third Party Claim without the consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed, unless such compromise or settlement includes as a term thereof an unconditional release of the Indemnified Party and such compromise or release does not impose any non-monetary obligations on the Indemnified Party other than immaterial administrative obligations (and all monetary obligations are subject to the indemnification provisions of this Agreement), in which case the consent of the Indemnified Party shall not be required.

(d) After any final decision, judgment or award shall have been rendered by a court or governmental entity of competent jurisdiction and the expiration of the time in which to appeal therefrom, or after a settlement shall have been consummated, or after the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to a Third Party Claim hereunder, the Indemnified Party shall deliver to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter and the Indemnifying Party shall be required to pay all of the sums so due and owing to the Indemnified Party by wire transfer of immediately available funds within ten (10) business days after the date of such notice.

(e) It is the intent of the parties that all direct claims by an Indemnified Party against a party not arising out of Third Party Claims shall be subject to and benefit from the terms of this Section 8.3. Any claim under this Section 8.3 by an Indemnified Party for indemnification, other than indemnification against a Third Party Claim (a “*Direct Claim*”), will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof and the Indemnifying Party will have a period of twenty (20) days within which to satisfy such Direct Claim. If the Indemnifying Party does not so respond within such 20-day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party under this Section 8.

(f) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 8.3 shall not affect the rights or obligations of either party hereunder, except to the extent that, as a result of such failure, any party entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially adversely affected or damaged as a result of such failure to give timely, complete, and accurate notice.

(g) The parties shall use their commercially reasonable efforts to collect the proceeds of any insurance that would have the effect of reducing any Losses (in which case such proceeds shall reduce such Losses). To the extent any Losses of an Indemnified Party are reduced by receipt of payment under insurance policies or from third parties not affiliated with the Indemnified Party, such payments (net of the expenses of the recovery thereof) shall be credited against

such Losses and, if indemnification payments shall have been received prior to the collection of such proceeds, the Indemnified Party shall remit to the Indemnifying Party the amount of such proceeds (net of the cost of collection thereof) to the extent of indemnification payments received in respect of such Losses. The indemnification obligations hereunder shall survive any termination of this Agreement.

8.4. Exclusivity. The indemnification provided by this Section 8, shall be the sole and exclusive remedy of either of Service Provider and Station Licensee against the other party hereto for any claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement or the SSA; provided, that this Section 8.4 shall not prohibit (a) injunctive relief (including specific performance) pursuant to Section 8.3 or if available under Applicable Law, or (b) any other remedy available at law or in equity for any fraud committed in connection with this Agreement.

9. 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.

10. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be given in accordance with the SSA.

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

11.1. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Entire Agreement; Amendment; Waiver. This Agreement and the other Transaction Documents (which are hereby incorporated by reference and made a part hereof) collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. 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 Agreement as of the date first written above.

STATION LICENSEE:

BLACKHAWK BROADCASTING LLC

By: 
Name: Bill Guenther
Title: Treasurer

SERVICE PROVIDER:

NPG OF YUMA-EL CENTRO, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties have executed this 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 Hennen
Title: EVP/CFO