

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this “Agreement”) is made as of December 1, 2017 between Prime Cities Broadcasting Inc., a Delaware limited liability company (“Prime Cities”) and Redwood Television Partners LLC, a Delaware limited liability company (“Redwood”).

Recitals

A. Prime Cities owns and operates the following television broadcast station (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”):

KJRW(DT), Eureka, CA (FIN 42460)

B. Redwood, as the prior licensee of the Station, owns certain assets used and useful in the operation of the Station as more fully described on Exhibit A attached hereto (the “Redwood Station Assets”). Redwood desires to allow Prime Cities to use the Redwood Station Assets for the operation of the Station.

C. Redwood currently leases space on a tower for the Station (and other stations owned or operated by Redwood). On the date hereof, Redwood and Prime Cities have entered into that certain Sublease Agreement, whereby Redwood will sublease to Prime Cities the space on such tower currently occupied by the Station (the “Tower Sublease”).

D. Redwood was party to that certain Affiliation Agreement Binding Term Sheet dated December 23, 2016 with ION Media Networks, Inc. (“Ion”) pursuant to which Ion provides certain programming for the Station (the “Ion Agreement”). On the date hereof, Redwood assigned the Ion Agreement to Prime Cities.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein 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:

1. Term. The term of this Agreement (the “Term”) shall commence on the date hereof and termination on the date Prime Cities is no longer the licensee of the Station. Prime Cities may terminate this Agreement for any reason upon sixty (60) days written notice to Redwood.

2. Services. During the Term, Redwood shall provide Prime Cities with full access to and use of the Redwood Station Assets.

3. Fee. During the Term, in consideration of the services provided under Section 2 of this Agreement, Prime Cities shall pay to Redwood the Fees described on Exhibit B attached hereto.

4. Control. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. Consistent with FCC rules, Prime Cities shall control, supervise and direct the day-to day operation of the Station, including Prime Cities' employees, and nothing in this Agreement affects any such responsibilities. Prime Cities shall also be responsible for programming the Station, including but not limited to the Ion Agreement.

5. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination of this Agreement.

6. Representations. Redwood and Prime Cities each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

7. Indemnification. Each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from any failure to comply with the terms of this Agreement. The obligations under this Section shall survive any termination of this Agreement.

8. Termination. If a party fails to perform its obligations under this Agreement in any material respect, and such failure continues for a period of ten (10) business days after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

9. Assignment. Neither party may assign this Agreement without the prior written consent of the other party. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

10. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired.

thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws.

11. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Redwood:

Redwood Television Partners LLC
4311 Wilshire Blvd., Suite 408
Los Angeles, CA 90010
Attn: Jason Wolff

with copies (which shall not constitute notice) to:

Edinger Associates PLLC
1875 I Street, NW, Suite 500
Washington, DC 20006
Attn: Scott Woodworth

if to Prime Cities:

Prime Cities Broadcasting, Inc.
2 Galleon
Hilton Head, SC 29928
Attn: John Tupper

with copies (which shall not constitute notice) to:

Dentons US LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: Anthony J. Carroll

12. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

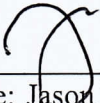
SIGNATURE PAGE TO SHARED SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Shared Services Agreement as of the date first set forth above.

REDWOOD:

REDWOOD TELEVISION PARTNERS LLC

By:



Name: Jason Wolff
Title: President

PRIME CITIES:

PRIME CITIES BROADCASTING INC.

By:

Name:
Title:

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REDWOOD: REDWOOD TELEVISION PARTNERS LLC

By: _____
Name: Jason Wolff
Title: President

PRIME CITIES: PRIME CITIES BROADCASTING INC.

By: _____
Name: *John Tupper*
Title: *Pres.*