

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this “Agreement”) is entered into as of June 15, 2022, by and between NPG of Monterey-Salinas CA, LLC, a Missouri limited liability company (“Service Provider”), and VistaWest of Monterey, LLC, a Missouri limited liability company (“Station Licensee”). Service Provider and Station Licensee are referred to collectively as the “Parties” and each a “Party.”

WITNESSETH:

WHEREAS, reference is made to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, between Station Licensee and Seal Rock Broadcasters, LLC, pursuant to which Station Licensee will, subject to the prior consent of the Federal Communications Commission (“FCC”), acquire certain assets with respect to the television station KCBA(TV), Salinas, California (FCC Facility ID Number 14867) (the “Station”);

WHEREAS, Service Provider owns, operates, and is the FCC licensee of television station KION-TV, Monterey, California (FCC Facility ID Number 26249) (the “Service Station”);

WHEREAS, Service Provider, as of the date hereof, currently provides certain shared services to the Station pursuant to a Shared Services Agreement with Seal Rock Broadcasters, LLC dated September 20, 2021, which agreement shall be terminated upon the closing of the transactions contemplated in the Purchase Agreement;

WHEREAS, in view of the important efficiencies to be obtained by the Station through services provided by the Service Station, and the role of such services in the business development of the Station, the Parties desire to enter into this Agreement as of and with respect to the period following the closing of Station Licensee’s acquisition of the Station pursuant to the Purchase Agreement; and

WHEREAS, it is the Parties’ expectation that Service Provider, with its experience and operating infrastructure, will maintain or improve the overall efficiency of the Station’s operating processes and reduce costs, thereby helping the Station to serve the television viewing public in the market;

NOW, THEREFORE, 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, member, 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.

“Commencement Date” means the date on which the transactions contemplated by the Purchase Agreement shall have been consummated, pursuant to which Station Licensee shall have become the FCC licensee of the Station.

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

“Designated Expenses” shall mean the sum of the actual out-of-pocket payments and expenses of Station Licensee for the following: (a) rent and utilities associated with the Station’s transmitting facilities, (b) salaries, wages and commissions and all associated payroll taxes and benefits, as applicable, for one of the Station’s employees, (c) expenses related to FCC filings with respect to the Station and other expenses for compliance with FCC Rules and other Applicable Law in connection with the operation of the Station, including reasonable and customary attorneys’ fees of Station Licensee incurred in connection therewith, (d) property taxes on any real property, personal property and leased property on which the Station is located or used exclusively for the operation of the Station, (e) with respect to any credit facility, agreement or other financing arrangement entered into by Station Licensee in connection with the acquisition of the Station’s assets, the payments due by Station Licensee pursuant to such financing arrangement (and any tax payments, if any, relating to such financing arrangement), (f) all music rights payments required to be paid by Station Licensee (including music performance rights, synchronization rights, and master use rights), in connection with the broadcast and/or transmission of all announcements and programming on the Station, including advertisements (but excluding the Delivered Programming, which shall be the responsibility of Service Provider), (g) all payments for the acquisition or licensing of programming during the Term, including television network payments, (h) payments or distributions pursuant to the Management Services Agreement, as in effect on the date hereof, and (i) any costs or expense actually incurred by Station Licensee as a result of complying with its obligation to broadcast the Delivered Programming.

“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.

“Market” means the Nielsen Designated Market Area that encompasses the Station.

“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 the Station.

“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.

“Other Expenses” shall mean expenses that are reasonably necessary or customary in the operation and maintenance of the Station, which have been consented to in advance by Service Provider.

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

“Station Revenues” shall mean, collectively, (a) all gross revenue received by Station Licensee for all advertisements sold by the Station, less agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service, as the case may be, (b) any network compensation or other similar payments made to Station Licensee or otherwise paid in respect of the Station or its programming, and (c) any retransmission fees or other similar payments made to Station Licensee or otherwise paid in respect of the Station or its programming or other payments made to Station Licensee pursuant to any retransmission consent agreements

“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 the preamble, recitals and Section 1.1 hereof, 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
Defense Counsel	Section 15.3(a)
Defense Notice	Section 15.3(a)
Delivered Programming	Section 6.7
Direct Claim	Section 15.3(e)
Foreign Sponsorship Disclosure Requirements	Section 7.7(c)
Future Lease	Section 6.4
Indemnified Party	Section 15.3

Indemnifying Party	Section 15.3
Initial Term	Section 11.1
Loss	Section 15.1
Management Services Agreement	Section Error! Reference
source not found.	
Monthly Statement	Schedule A
Operating Budget	Section 7.4
Option Agreement	Section 14.2
Policy Statement	Section 6.7
Service Provider Indemnified Party	Section 15.2
Services Fee	Section 9
Station Indemnified Party	Section 15.1
Studios	Section 6.4
Term	Section 11.2

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 shall 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 this Agreement shall be construed so as to ensure that Service Provider shall not have any right to control the policies, operations, management, or any other matter relating to the Station.

3. Certain Services Not to be Shared.

3.1 Senior Management and Personnel.

(a) At all times, each of Station and Service Station shall retain its own independent management. Each station’s management personnel shall (i) be retained solely by the Party that is directly or indirectly the FCC licensee of such station and shall report solely to such Party, and (ii) have no responsibility to the other Party in respect of the operation of the other station. At all times, Station Licensee shall employ a sufficient number of employees to carry out Station sales responsibilities, managerial responsibility, and responsibility for control of the Station. In addition to the foregoing Station Licensee employees, Station Licensee and Service Provider may elect that Service Provider shall make available to Station Licensee up to two employees of Service Provider’s reasonably acceptable to Station Licensee who shall assist Station Licensee in carrying out the business and operations of the Station for which Station Licensee is responsible (the “KION Employees”), including services that are not shared. While performing responsibilities for Station Licensee with respect to the Station, the KION Employees shall be subject to the sole supervision and direction of Station Licensee.

(b) (1) At all times, any Service Provider employees utilized by Service Provider to perform its obligations under this Agreement shall be employed solely by Service Provider; (2) except as otherwise provided in this Agreement, Service Provider’s employees shall report solely to Service Provider and shall otherwise have no involvement with, or duties with respect to, the programming, operation, or maintenance of the facilities of the

Station; and (3) at no time shall any person employed directly by Station Licensee simultaneously be an employee of Service Provider.

3.2 Programming Authority. Station Licensee shall retain ultimate authority with respect to the selection and procurement of programming on the Station and in furtherance thereof; each of Station Licensee and Service Provider shall maintain for its own respective broadcast television station, including the Station and the Service Station, separate personnel, which for Station may be KION Employees subject to the terms and conditions of this Agreement (including but not limited to Section 3.1 above), to carry out its selection and procurement of programming for its station.

4. Licensee's 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 the Station to carriage of the Station's signals by MVPDs that may exist under Applicable Law as necessary to ensure that the Station has valid and enforceable arrangements with all material MVPDs in the Market.

5. Station Licensee Control. Notwithstanding anything to the contrary in this Agreement, and without limiting the generality of Sections 3 and 4 above, the Parties acknowledge and agree that during the Term, Station Licensee shall maintain ultimate control and authority over the Station, including, specifically, control and authority over the Station's operations, finances, personnel, and programming. Without limiting the generality of the foregoing, nothing contained in this Agreement shall be deemed to limit the control and authority of Station Licensee with respect to the selection, development, and acquisition of any and all programming to be broadcast over the Station, as well as the payment therefor, 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 Station, and (b) retain 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 the Station.

6. Shared Services. Subject to Section 5 above 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 Station; 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:

6.1 Technical Services.

(a) Service Provider shall perform monitoring and maintenance of Station technical equipment and facilities and, upon the request of Station Licensee, shall assist Station Licensee with the installation, repair, maintenance, and replacement of the Station equipment and facilities and otherwise assist in the performance of Station

Licensee's obligations under this Agreement; provided that Station Licensee shall be responsible for all capital and equipment replacement expenditures.

(b) Service Provider shall make available to Station Licensee an engineer employed by Service Provider to assist the Station in fulfilling chief operator duties as specified by the FCC Rules.

6.2 Website Services. Service Provider shall provide space on Service Station's website for use by the Station to permit the Station's Network promotional content and any website content required by FCC Rules.

6.3 Back-Office and Related Support Services. Service Provider shall provide reasonable and customary back-office support services with respect to the business of the Station, including with respect to billing, administrative, accounting, research and ratings, and other similar, related services.

6.4 Provision of Office Space and Studios. Station Licensee shall lease from Service Provider offices and studio space necessary for the operation of the Station at the premises at Service Provider's studios located at 1550 Moffett Street, Salinas, California 93905 ("Studios"), under the terms of a Lease identical in form and substance to Schedule 6.4 hereto (the "Future Lease") to be executed at the closing of the transactions contemplated by the Purchase Agreement. Station Licensee shall have reasonable access during regular business hours to available space at the Studios and offices for purposes of maintaining the production and business offices of the Station. When on Service Provider's premises, Station Licensee's personnel (i) shall be subject to the direction and control of Service Provider's management personnel, which control shall not extend to Station Licensee's personnel, programming, or finances; and (ii) shall not act contrary to the terms of any lease or sublease for the premises.

6.5 Publicity and Promotion of the Station. Service Provider shall assist Station Licensee in the publicity and promotion of the Station.

6.6 Access to Technical Facilities and Equipment; Lease Agreement.

(a) Upon the Commencement Date and during the Term, Service Provider shall make available to Station Licensee certain tangible personal property with respect to the Station, or, as applicable, other station equipment that may be located within the Market and owned by Service Provider, sufficient to ensure and enable Station Licensee to conduct broadcast operations of the Station consistent with, and pursuant to, the FCC Rules and the Communications Act.

(b) Station Licensee shall have the right of access to the technical facilities and certain equipment of Service Provider as may be reasonably necessary to conduct the technical operations of the Station.

6.7 Delivered Programming.

(a) Commencing on the Commencement Date, Service Provider shall provide to the Station Licensee for broadcast, simulcast or rebroadcast on the Station local news and other programming as described more particularly in Schedule 6.7(a) hereof (the “Delivered Programming”), which Delivered Programming shall be less than twenty-five (25) hours per week and less than fifteen percent (15%) of the Station’s broadcast hours for any week. Service Provider shall be responsible for obtaining the rights to broadcast the Delivered Programming on the 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 6.7(b) below, 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 the Service Station 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. Schedule 6.7(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 the Station in a format to be mutually agreed upon by the parties hereto, in a form ready for broadcast on the 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 other than inserting tape cartridges or similar broadcast-ready media into machinery or computers for broadcast.

7. 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 Station during the Term, in accordance with and subject to the following provisions:

7.1 Station Operations. Station Licensee shall continue to maintain full control over the operations of the 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 the 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 with respect to the Station.

7.2 Insurance. Station Licensee shall maintain in effect policies of insurance for the assets and the business of the Station in accordance with good industry practices.

7.3 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 Station that are lost, damaged, impaired or destroyed.

7.4 Operating Budget. Station Licensee shall be responsible for timely payment of all operating costs of the Station (excluding those costs to be borne by Service Provider under Section 10 below), including the cost of electricity, other utilities and rental or other payments with respect to any 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 Station expenses. On the Commencement Date, Station Licensee and Service Provider shall jointly evaluate the operating budget of the Station (the “Operating Budget”). Within thirty (30) days of the Commencement Date, Station Licensee shall provide Service Provider a copy of the final 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 Station, as determined by Station Licensee in its sole and absolute discretion. Station Licensee shall provide updated copies of the Operating Budget each year during the Term, identifying adjustments from year to year.

7.5 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 Station, other than the Delivered Programming.

7.6 Certain Programming Costs. Station Licensee shall be solely responsible for all costs and expenditures associated with the procuring of programming to be aired on the Station, other than those associated with the Delivered Programming. Station Licensee shall cooperate with Service Provider in filing any necessary forms or reports required to obtain co-op reimbursement or other funds to which Service Provider is entitled under this Section 7.6.

7.7 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 for the Station (including the FCC licenses set forth in the Option Agreement), (ii) material adverse effect upon any Station's transmitters, antennae, or other material assets included in the 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. Station Licensee shall file or cause to be filed all FCC license renewal applications and reports with the FCC on a timely basis.

(b) Station Licensee shall ensure that such records and information required by the FCC Rules are timely placed in the public inspection files of the 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. Station Licensee shall ensure that all material required by the FCC Rules (including but not limited to political file material) is timely and accurately placed in the Station's online public inspection file with appropriate backup political files retained.

(c) Station Licensee shall ensure that all such records, information, and disclosures related to the foreign sponsorship disclosure requirements adopted by the FCC in MB Docket No. 20-299, FCC 21-42 (April 22, 2021) (the "Foreign Sponsorship Disclosure Requirements") are timely generated, provided to those required by the Foreign Sponsorship Disclosure Requirements, and uploaded to the online public inspection files of the Station, where and as applicable. Station Licensee shall perform all due diligence required by the Foreign Sponsorship Disclosure Requirements.

7.8 No Other Liabilities. During the Term, Station Licensee shall not: (a) engage in any business other than the business of owning and operating television stations; (b) incur any liabilities or obligations, except those liabilities and obligations incurred in connection with its business conducted in compliance with clause (a) of this Section 7.8; or (c) 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 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 or (d) amend or modify any provision of that certain Management Services Agreement by and between Station Licensee and Lyle E. Leimkuhler, dated as of the date hereof (the "Management Services Agreement").

7.9 Reports. During the Term, Station Licensee shall provide to Service Provider upon the written request of Service Provider (but no more often than once each fiscal month) a true and accurate listing of the outstanding equity interests of Station Licensee and the holders thereof. Station Licensee acknowledges that Service Provider may provide such information to its lenders.

8. 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 8 shall entitle Station Licensee to review the internal corporate or financial records of Service Provider. Station Licensee shall keep confidential any information obtained from Service Provider in connection with this Agreement, except as and to the extent required by Applicable Law. 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. This Section 8 shall survive any termination or expiration of this Agreement for a period of three (3) years.

9. 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 the “Services Fee,” which shall be paid in the circumstances and subject to the further terms and conditions described in Schedule A hereto. The Services Fee shall be payable monthly, in arrears, as set forth in Schedule A hereto and shall be prorated on a daily basis for the first and last months during which this Agreement is in effect.

10. 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; provided, however, the Services Fee may include charges associated with Service Provider’s employees made available to Station Licensee as requested by Station Licensee pursuant to the terms of this Agreement, including Section 3 hereof.

11. Term of Agreement.

11.1 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 below.

11.2 Renewal Term. This Agreement shall be renewed automatically for successive two-year renewal terms (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-eighty (180) days prior to the expiration of the then-current Term.

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

12.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Station Licensee have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Station Licensee and constitutes the legal, valid, and binding obligation 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, 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.

12.2 Absence of Conflicting Agreements or Consents. The execution, delivery, and performance by Station Licensee of this Agreement and the documents contemplated hereby (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 the Station owned by Station Licensee.

12.3 FCC Licenses. The FCC licenses for the Station are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated. There is no pending, or, to the knowledge of Station Licensee, threatened action before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC licenses.

12.4 No Litigation. There is no litigation or proceeding pending or, to the knowledge of Station Licensee, threatened by or before the FCC or any court of competent jurisdiction related to, or that would prevent or impair, the transactions and activities contemplated by this Agreement.

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

13.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Service Provider have been duly authorized by all necessary organizational action on the part of such Party. This Agreement has been duly executed and delivered by Service Provider and constitutes the legal, valid, and binding obligation 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, 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.

13.2 Absence of Conflicting Agreements and Required Consents. The execution, delivery, and performance by Service Provider of this Agreement and the documents contemplated hereby (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; and (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.

14. Termination.

14.1 Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the Parties.

14.2 Option Closing. This Agreement shall terminate as of the Option Closing (as such term is defined in the Option Agreement) under that certain Option Agreement, dated as of the date hereof, by and between Station Licensee and Service Provider, as such agreement may be amended from time to time pursuant to the terms thereof (the "Option Agreement").

14.3 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 thirty (30) days after such notice:

(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, or unable to modify the Agreement, so as to cause the Agreement to comply with the Communications Act or the FCC Rules as so changed.

14.4 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 thirty (30) days after such notice and provided further that if there is an exercise of the Option (as defined in the Option Agreement) under the Option Agreement prior to any such termination or during the 30-day period thereafter, the termination hereunder shall not be effective until the earlier of (i)

the Option Closing (as defined in the Option Agreement) or (ii) the termination of the Option Agreement:

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

(c) upon and at any time following termination of the Option Agreement.

14.5 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 thirty (30) days after such notice and provided further that if there is an exercise of the Option under the Option Agreement prior to any such termination or during the 30-day period thereafter, the termination hereunder shall not be effective until the earlier of (i) the Option Closing or (ii) the termination of the Option Agreement:

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

(c) upon and at any time following termination of the Option Agreement.

14.6 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 for Third Party Claims under Section 15 of this Agreement, or limit or impair any Party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

(b) **Cooperation.** Notwithstanding anything to the contrary contained in this Agreement, if this Agreement is terminated in accordance with its terms for any reason (including following the Option Closing), the Parties shall cooperate with each other as may be reasonably requested to effect an allocation of the revenues and expenses for any partial calendar month resulting from such termination or to effect any working capital payment required in connection with such allocation or related transfer of control pursuant to the Option Agreement.

15. Indemnification.

15.1 By Service Provider. 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 15.1 or in enforcing the indemnity provided by this Section 15 (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:

(a) any act, omission, event, or occurrence that was or shall be caused by Service Provider, its agents, or Affiliates (including any predecessor in interest thereto) relating to the business of Service Provider or the Station;

(b) any omission by Service Provider or breach by Service Provider (including any predecessor in interest to Service Provider) of any of its representations, warranties, covenants, or obligations hereunder or under the Future Lease;

(c) any Delivered Programming, including for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, or infringement of copyrights and proprietary rights resulting from or relating to all material included in the Delivered Programming; or

(d) any inaccuracy in or breach of any of the representations or warranties of Service Provider contained in this Agreement or, in the case of a Third Party Claim, any allegation that, if true, would constitute such a breach of or inaccuracy in such representation and warranty.

The rights of Service Provider under this Section 15.1 shall survive any termination or expiration of this Agreement. The rights of Service Provider under this Section 15.1 shall be direct and not conditioned or conditional upon Station Licensee's pursuit of remedies against any other party, and Station Licensee shall have the right to elect to proceed against Service Provider in the first instance without any requirement to first proceed against any such third party. Notwithstanding anything to the contrary contained herein, in no event shall Service Provider be liable under this Section 15.1 for punitive, treble, exemplary, consequential, special, or other damages that are not actual damages in accordance with Applicable Law.

15.2 By Station Licensee. 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 15.1, 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:

(a) 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 all material broadcast on the Station during the Term, other than the Delivered Programming, and with respect to which Station Licensee had notice;

(b) the actions or omissions of any Station Licensee Affiliate, employee, or representative in performing any duty under this Agreement or in acting outside the scope of employment, which action or omission constitutes willful misconduct or gross negligence; or

(c) any inaccuracy in or breach of any of the representations or warranties of Station Licensee contained in this Agreement or, in the case of a Third Party Claim, any allegation that, if true, would constitute such a breach of or inaccuracy in such representation and warranty.

The rights of Station Licensee under this Section 15.2 shall survive any termination or expiration of this Agreement. The rights of Station Licensee under this Section 15.2 shall be direct and not conditioned or conditional upon Service Provider's pursuit of remedies against any other party, and Service Provider shall have the right to elect to proceed against Station Licensee in the first instance without any requirement to first proceed against any such third party. Notwithstanding anything to the contrary contained herein, in no event shall Station Licensee be liable under this Section 15.2 for punitive, treble, exemplary, consequential, special, or other damages that are not actual damages in accordance with Applicable Law.

15.3 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 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 15.3. Any claim under this Section 15.3 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 15.

(f) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 15.3 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.

15.4 Exclusivity. After the Commencement Date, except for termination pursuant to Sections 14.4(a) and 14.5(a) above, the indemnification provided by this Section 15 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; provided, that this

Section 15.4 shall not prohibit (a) injunctive relief (including specific performance) with respect to breaches of Section 22 of this Agreement or if otherwise available under Applicable Law or (b) any other remedy available at law or in equity for any fraud committed in connection with this Agreement.

16. Force Majeure. Any delay or interruption in the broadcast operation of the Station, the provision of services, or any other non-monetary breach of this Agreement, 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.

17. 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 or deprive a Party of material rights under this Agreement, 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 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.

18. 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 18.

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

(a) 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 (and Service Provider shall deliver to Station Licensee a customary assignment and assumption agreement with respect thereto), to any Affiliate of Service Provider or any permitted assignee of the Option Agreement in connection with Service Provider's exercise of the Option (as defined in the Option Agreement), and subject to the consummation of the transactions contemplated thereby (each a "Service Provider Assignee"); provided, however, that Service Provider, as assignor, shall guarantee, and remain responsible for, the full and complete performance of its Service Provider Assignee and

any subsequent assignee that is an Affiliate of Service Provider Assignee and for all obligations and liabilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Any permitted assignee of a Party shall be a Party to this Agreement for all purposes hereof.

(b) 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 or liabilities hereunder as a result of its entering into any such arrangements with third parties.

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

21. 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.

22. Confidentiality. Each Party hereto agrees that it will not at any time during the Term of 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 or as required by law or as necessary to enforce its rights under this Agreement, any secret or confidential information of the other Parties. To the extent required by the Communications Act or the FCC Rules, each Party shall place a copy of this Agreement in its respective station's 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 redacted from any such copy.

23. Press Release. No Party 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; provided, however, that nothing contained herein shall prevent any Party from promptly making all filings with governmental authorities (in accordance with Section 22) 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.

24. 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.

25. Further Assurances. The Parties shall take any actions and execute any other documents that may be reasonably necessary or desirable to the implementation and performance of this Agreement.

26. 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.

27. 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.

28. Counterparts and Electronic Mail 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 electronic mail signatures in PDF form.


29. Entire Agreement; Amendment; Waiver. This Agreement, any attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof), the Future Lease contemplated by this Agreement and the Option Agreement 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. Notwithstanding anything to the contrary contained herein or in any of the other agreement between the Parties, the Parties acknowledge and agree that Service Provider may offset any amount owed by Station Licensee to Service Provider pursuant to this Agreement as a credit against any amount owed by Service Provider to Station Licensee pursuant to any other agreement between the Parties. 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. 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.

[SIGNATURE PAGE FOLLOWS]

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

**STATION LICENSEE:
VISTAWEST OF MONTEREY, LLC**

By: 
Lyle E. Leimkuhler
Manager

**SERVICE PROVIDER:
NPG OF MONTEREY-SALINAS CA,
LLC**

By: **News-Press & Gazette Company,
its Sole Member**

By: _____
J. Timothy Hannan
EVP/CFO, News -Press & Gazette
Company

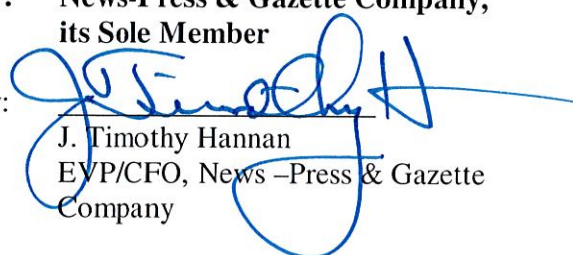
IN WITNESS WHEREOF the Parties have executed this Shared Services Agreement as of the date first written above.

**STATION LICENSEE:
VISTAWEST OF MONTEREY, LLC**

By: _____
Lyle E. Leimkuhler
Manager

**SERVICE PROVIDER:
NPG OF MONTEREY-SALINAS CA,
LLC**

By: **News-Press & Gazette Company,
its Sole Member**

By: 
J. Timothy Hannan
EVP/CFO, News -Press & Gazette
Company

SCHEDULE A SERVICES FEE

For each calendar month during the Term, Station Licensee shall pay, or shall cause to be paid, to Service Provider a fee determined as set forth in this Schedule A (the “Services Fee”).

1. Services Fee. The Services Fee shall consist of the sum of the Base SSA Amount (defined below) and a performance bonus (the “Performance Bonus”), if any, as set forth below.

(a) Base SSA Amount. Subject to the limitations of Section 2 below, the “Base SSA Amount” shall be an amount equal to Ten Thousand Dollars (\$10,000.00).

(b) Performance Bonus. To the degree that Station Licensee determines in good faith that the performance of Service Provider has contributed to an increase in the performance of the Station, Service Provider shall be eligible to receive a Performance Bonus with respect to the applicable month, which, if any, shall be in an amount determined by Station Licensee to reflect the value of the services provided by Service Provider relative to the performance of the Station for such month, which determination shall be in the sole and absolute discretion of Station Licensee.

2. Station Expenses and Payments. In the event that in any month the Station Revenues, net of Designated Expenses and Other Expenses, are insufficient to pay all or any portion of the Base SSA Amount, Station Licensee shall pay over to Service Provider the portion of such Base SSA Amount corresponding to available net revenues, and the outstanding portion of such Base SSA Amount shall roll over to the subsequent month(s) and will be paid in such subsequent month(s), subject to available net revenues of such subsequent month(s). In the event that in any month Station Revenues are insufficient to support Designated Expenses and Other Expenses, Service Provider shall advance the funds to Station Licensee to pay such expenses and such amount advanced shall be added to Services Fee owed in the subsequent month(s) and will be paid in such subsequent month(s), subject to available net revenues of such subsequent month(s).

3. Administration and Payment of Services Fee. No later than the fifteenth (15th) day of each calendar month during the Term, Station Licensee shall deliver to Service Provider a statement (the “Monthly Statement”) setting forth the total aggregate amount of the Station Revenues for the preceding calendar month. Except as the parties may otherwise agree, the Services Fee shall be due and payable in conjunction with such Monthly Statement. Solely in the event that Station Licensee shall determine, in its sole discretion, in accordance with Section 1(b) above of this Schedule A, that a Performance Bonus shall be payable in respect of a given month, Station Licensee shall notify Service Provider of such determination and the amount, if any, of such Performance Bonus and, in such event, the Monthly Statement shall be adjusted to reflect such Performance Bonus, which shall be payable (a) to the extent reasonably practicable with the Services Fee or (b) at such other time as Station Licensee shall reasonably determine.

SCHEDULE 6.7(a)

SCHEDULE OF DELIVERED PROGRAMMING

Commencing on the Commencement Date, Service Provider shall be permitted to provide the Delivered Programming in accordance with the terms and subject to the conditions of this Agreement. Notwithstanding anything herein to the contrary, the obligations of Station Licensee set forth in this Schedule 6.7(a) shall be subject to Station Licensee's rights under Sections 6.7(a) and 6.7(b) of this Agreement.

At any time and from time to time following the Commencement Date, Service Provider may designate by written notice to Station Licensee the days and times during which the Delivered Programming shall be broadcast on the Station, and Station Licensee shall commence the broadcast of such Delivered Programming no later than 14 days following its receipt of such notice, so long as (i) the duration of such Delivered Programming, together with the duration of all other Delivered Programming broadcast on the Station, does not exceed 15% of the Station's weekly broadcast schedule and (ii) the broadcast of such Delivered Programming during the days and times specified by Service Provider does not conflict with the contractual obligations of Station Licensee. As of the Commencement Date, the Parties expect, and this provision shall constitute notice and acceptance, that the Delivered Programming will be a daily evening newscast of 30-minutes duration.

At any time and from time to time following the Commencement Date, Service Provider may designate, by written notice to Station Licensee, existing programming broadcast on the Station that, effective upon receipt of such notice, shall constitute Delivered Programming for all purposes under this Agreement (such existing programming so designated by Service Provider, the "Converted Programming"). At Service Provider's election, such notice may specify changes to the days and times during which such Converted Programming shall be broadcast on the Station and Station Licensee shall broadcast such Converted Programming during the days and times specified by Service Provider no later than 14 days following its receipt of such notice, so long as (i) the duration of such Converted Programming, together with the duration of all other Delivered Programming broadcast on the Station, is less than 15% of the Station's weekly broadcast schedule and (ii) the broadcast of such Converted Programming during the days and times specified by Service Provider does not conflict with the contractual obligations of Station Licensee. Subject to receipt of any required consent, Station Licensee shall assign to Service Provider as promptly as practicable following receipt of Service Provider's written notice Station Licensee's rights and interests in the Converted Programming. Station Licensee shall use commercially reasonable efforts to obtain the consent of any third parties required in connection with any such assignment.

If the FCC changes its rules or policies in a manner that allows Service Provider to provide Delivered Programming that exceeds 15% of the Station's broadcast hours for any week, at the request of Service Provider, Station Licensee shall cooperate in good faith with Service Provider to agree upon one or more additional time periods during which Service Provider shall be permitted to provide additional Delivered Programming for broadcast on the Station, but in no event shall the aggregate duration of all Delivered Programming, including such additional time

periods, exceed the total amount of Delivered Programming as may be permitted by the FCC after giving effect to such change in the FCC Rules.

Upon no less than 14 days prior written notice from Service Provider to Station Licensee, Service Provider may change the date and times that the Delivered Programming shall be broadcast on any Station and Station Licensee agrees to broadcast the Delivered Programming in accordance with such revised schedule, so long as (i) the duration of such Delivered Programming, together with the duration of all other Delivered Programming broadcast on the Station, does not exceed 15% of the Station's weekly broadcast schedule and (ii) the broadcast of such Delivered Programming during the days and times specified by Service Provider does not conflict with the contractual obligations of Station Licensee.

SCHEDULE 6.7(b)

POLICY STATEMENT FOR DELIVERED PROGRAMMING

Service Provider agrees to cooperate with Station Licensee in the broadcasting of programs of high quality and, for this purpose, to observe the following policies in the preparation, writing, production and delivery of Delivered Programming.

CONTROVERSIAL ISSUE. Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made; and Station programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates. If such events occur, Station Licensee may require that responsive programming be aired.

NO PLUGOLA OR PAYOLA. The mention of any business activity or “plug” for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

PROGRAMMING PROHIBITIONS. Service Provider’s Delivered Programming shall not knowingly contain any of the following:

- (a) False Claims. False or unwarranted claims for any product or service.
- (b) Unfair Imitation. Infringements of another advertiser’s rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
- (c) Commercial Disparagement. Any unlawful disparagement of competitors’ or competitive goods.
- (d) Obscenity/Indecency/Profanity. Any programs or announcements that are obscene or indecent, as those terms are interpreted and applied by the FCC or any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- (e) Price Disclosure. Any price mentions except as permitted by Station Licensee’s policies current at the time.
- (f) Unauthorized Testimonials. Any testimonials which cannot be authenticated.
- (g) Descriptions of Bodily Functions. Any continuity which describes in a repellent manner internal bodily functions or symptomatic results or internal disturbances, and no reference to matters which are not considered acceptable topics in social groups.
- (h) Conflict Advertising. Any advertising matter or announcement which may, in the reasonable opinion of Station Licensee, be injurious or prejudicial to the interest of the public, the Station, or honest advertising and reputable business in general.

(i) **Fraudulent or Misleading Advertisement.** Any advertisement matter, announcement, or claim which Service Provider knows to be fraudulent, misleading, or untrue.

LOTTERIES. Announcements giving any information about lotteries or games prohibited by Applicable Law are prohibited.

RELIGIOUS PROGRAMMING RESTRICTIONS. The subject of religion and references to particular faiths, tenants, and customs shall be treated with respect at all times. Delivered Programming shall not be used as medium for attack on any faith, denomination, or sect or upon any individual or organization.

CREDIT TERMS ADVERTISING. Any advertising of credit terms shall be made over the Station in accordance with Applicable Law.

NO ILLEGAL ANNOUNCEMENTS. No announcements or promotion prohibited by Applicable Law shall be made over the Station. At Station Licensee's request, any game, contest, or promotion relating to or to be presented over any Station must be fully stated and explained in advance to Station Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

LICENSEE DISCRETION PARAMOUNT. In accordance with the responsibilities of Station Licensee under the Communications Act and the FCC Rules, Station Licensee reserves the right to reject or terminate any Delivered Programming proposed to be presented or being presented over the Station which is in conflict with the policy of Station Licensee or which, in the reasonable judgment of Station Licensee, would not serve the public interest.

PROGRAMMING IN WHICH SERVICE PROVIDER HAS A FINANCIAL INTEREST. Service Provider shall advise Station Licensee with respect to any Delivered Programming concerning goods or services in which Service Provider has a material financial interest. Any announcements for such goods and services for which Service Provider charges less than its regular rate shall clearly identify Service Provider's financial interest.

NO DISCRIMINATION BY SERVICE PROVIDER. Service Provider shall not discriminate in advertising contracts on the basis of race or ethnicity. Service Provider shall include on advertising contracts and/or written agreements for the sale of any advertising in the Delivered Programming a clause stating that it does not discriminate on the basis of race or ethnicity.

MISCELLANEOUS.

(a) **Waiver.** To the extent legally permissible, the parties may jointly waive any of the foregoing policies in specific instances if, in their opinion, good broadcasting in the public interest is served.

(b) **Prior Consent.** In any case where questions of policy or interpretation arise, Service Provider will attempt in good faith to submit the same to Station Licensee for decision before making any commitments in connection therewith.

**SCHEDULE 16.4
FORM OF FUTURE LEASE**

LEASE AGREEMENT

DATED AS OF _____, 2022

BETWEEN

NPG OF MONTEREY-SALINAS CA, LLC

AS LESSOR

AND

**SEAL ROCK BROADCASTERS, L.L.C.
AS LESSEE**

FOR

**KION-TV BROADCAST STUDIO
1550 MOFFETT STREET
SALINAS, CA 93905**

LEASE AGREEMENT

KION-TV BROADCAST STUDIO

THIS **LEASE AGREEMENT** (the "Lease") made and entered into as of _____ 2022, by and between NPG of Monterey-Salinas CA, a Missouri limited liability company, hereinafter called "Landlord", and VistaWest of Monterey, LLC, a Missouri limited liability company, hereinafter called "Tenant" (each a "Party," and, Landlord together with Tenant, the "Parties");

W I T N E S S E T H:

WHEREAS, reference is made to that certain Shared Services Agreement (the "SSA"), dated as of June __, 2022, between Landlord and Tenant, pursuant to which Landlord provides Tenant with certain services defined therein, with respect to the television station KCBA(TV), Salinas, California (FCC Facility ID Number 14867) (the "Station"); and

WHEREAS, Landlord and Tenant have agreed in the SSA to enter into a lease by Landlord to Tenant for offices and studio space necessary for the operation of the Station at the premises at Service Provider's studios located at 1550 Moffett Street, Salinas, California 93905 ("Studios").f

NOW, THEREFORE, 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. DESCRIPTION OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby accepts and rents from Landlord, that certain building, equipment, and other improvements and appurtenances now located or hereafter erected, constructed, or placed upon (the "Building") the land and any and all alterations, and replacements thereof, additions thereto, and substitutions therefor located at 1550 Moffett Street, Salinas, California 93905 (the "Land" and, together with the Building, herein referred to as the "Premises") attached thereto; together with the nonexclusive right to use all parking areas, driveways, sidewalks and other common facilities furnished by Landlord from time to time for the benefit of the Building.

2. TERM

The term of this Lease shall be effective as of the Commencement Date of the SSA and shall expire on the expiration or earlier termination of the SSA (the "Term"). As used herein, the term "Lease Year" shall mean each consecutive twelve-month period of the Lease term, beginning with the Commencement Date (as same may be adjusted as herein below provided) or any anniversary thereof; provided that for the first Lease Year the Lease Year shall mean the period beginning on the Commencement Date and thereafter ending on December 31 of that same year with each Lease Year thereafter commencing on January 1 and ending on December 31.

3. RENTAL

During the Term, charges for rent are included within the Services Fee owed by Tenant to Landlord pursuant to the SSA.

4. ALTERATIONS AND IMPROVEMENTS BY TENANT

Anything contained in this Lease to the contrary notwithstanding, Landlord's consent shall be required with respect to any non-structural alterations, installations, improvements, additions, or other physical changes in or about the Premises (an "Alteration"). Tenant shall request Landlord consent for any such Alteration at least thirty (30) days prior to the date on which Tenant proposes to make any such Alteration, and Tenant's request shall include the detailed plans, specifications, and projected cost for such Alteration. If Landlord grants its consent to such Alteration, Tenant shall perform the Alteration in compliance with the provisions of this Lease and all applicable laws and shall bear sole cost and responsibility for the Alteration.

5. USE OF PREMISES

(a) Tenant shall use the Premises only as provided in the SSA and for the operation of a television broadcast station having station identification call letters KCBA-TV ("Permitted Use") and for no other purpose whatsoever. Tenant shall not do any act or follow any practice relating to the Premises which shall constitute a nuisance or detract in any way from the reputation of the Building as a first-class real estate development. Tenant's duties in this regard shall include allowing no noxious or offensive odors, fumes, gases, smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to originate in or emit from the Premises.

(b) Without limiting the generality of (a) above, and excepting only office supplies and cleaning materials used by Tenant in its ordinary day to day business operations (but not held for sale, storage, or distribution) customarily used in facilities such as the Building, and then only used, stored (but not any bulk storage), transported, and disposed of strictly in accordance with all applicable laws, regulations and manufacturer's recommendations), the Premises shall not be used for the treatment, storage, transportation to or from, use, or disposal of toxic or hazardous wastes, materials, or substances, or any other substance that is prohibited, limited, or regulated by any governmental or quasi-governmental authority or that, even if not so regulated, could or does pose a hazard to health and safety of the occupants of the Building or surrounding property.

(c) Tenant shall exercise due care in its use and occupancy of the Premises and shall not commit or allow waste to be committed on any portion of the Premises; and at the expiration or earlier termination of this Lease, Tenant shall deliver the Premises to Landlord in as good condition on the date of completion of the tenant improvements in the Premises, ordinary wear and tear, fire, or other casualty and acts of God alone excepted.

(d) Tenant shall save Landlord harmless from any claims, liabilities, penalties, fines, costs, expenses, or damages resulting from the failure of Tenant to comply with the provisions of this paragraph 5.

6. TAXES

(a) Tenant shall pay any taxes, documentary stamps or assessments of any nature imposed or assessed upon this Lease, Tenant's occupancy of the Premises or Tenant's trade fixtures, equipment, machinery, inventory, merchandise, or other personal property located on the Premises and owned by or in the custody of Tenant as promptly as all such taxes or assessments may become due and payable without any delinquency.

(b) Landlord shall pay, subject to reimbursement from Tenant as provided in the paragraph entitled "Rental" of this Lease, all ad valorem property taxes which are now or hereafter assessed upon the Building and the Premises.

7. FIRE AND EXTENDED COVERAGE INSURANCE

Landlord shall maintain and pay for fire insurance, with extended coverage, covering the Building equal to the replacement cost thereof. Tenant shall not do or cause to be done or permit on the Premises or in the Building anything deemed extra hazardous on account of fire and Tenant shall not use the Premises or the Building in any commercially unreasonable manner which will cause an increase in the premium rate for any insurance in effect on the Building or a part thereof. If, because of anything done, caused to be done, permitted or omitted by Tenant or its agent(s), contractor(s), employee(s), invitee(s), licensee(s), servant(s), subcontractor(s), or subtenant(s) the premium rate for any kind of insurance in effect on the Building or any part thereof shall be raised, Tenant shall pay Landlord, within thirty (30) days after written notice from Landlord, the amount of any such increase in premium which Landlord shall pay for such insurance and if Landlord shall demand that Tenant remedy the condition which caused any such increase in an insurance premium rate, Tenant shall remedy such condition within thirty (30) days after receipt of such demand. Tenant shall maintain and pay for all fire and extended coverage insurance on its contents in the Premises, including trade fixtures, equipment, machinery, merchandise, or other personal property belonging to or in the custody of Tenant.

8. LANDLORD'S COVENANT TO REPAIR AND REPLACE

Landlord shall be responsible for the repair, replacement, and maintenance in good order and condition of all parts and components of the Building and the Land, including without limitation the plumbing, wiring, electrical systems, glass and plate glass, equipment and machinery constituting fixtures, unless such repairs or replacements are required as a result of the gross negligence, willful misconduct or intentional acts or omissions of Tenant in violation of this Lease, its agent(s), contractor(s), employee(s), invitee(s), or subcontractor(s), in which event Tenant shall be responsible for such repairs. At the end of the term of this Lease, Tenant shall return the Building and the Land to Landlord in as good condition as they were when received, excepting only normal wear and tear, acts of God, and repairs required to be made by Landlord hereunder.

9. TRADE FIXTURES AND EQUIPMENT

Any trade fixtures installed after the date hereof in the Premises at Tenant's expense shall remain Tenant's personal property and Tenant shall have the right at any time during the term of this Lease to remove such trade fixtures. Upon removal of any trade fixtures, Tenant shall immediately restore the Premises to substantially the same condition as they were when received by Tenant, ordinary wear and tear and acts of God alone excepted. Any trade fixtures not removed by Tenant at the expiration or an earlier termination of the Lease shall become, at

Landlord's sole election, either (i) the property of Landlord, in which event Landlord shall be entitled to handle and dispose of same in any manner Landlord deems fit without any liability or obligation to Tenant or any other third party with respect thereto, or (ii) subject to Landlord's removing such property from the Premises and storing same, all at Tenant's expense and without any recourse against Landlord with respect thereto.

10. UTILITIES

Reasonable costs for utilities or services related to its use of the Premises including without limitation electricity, gas, heat, water, sewer, telephone and janitorial services are included within the Services Fee owed by Tenant to Landlord pursuant to the SSA.

11. DAMAGE OR DESTRUCTION OF PREMISES

If the Premises are damaged by fire or other casualty, but are not rendered untenable for Tenant's conduct of the Permitted Use, either in whole or in part, Landlord shall cause such damage to be repaired without unreasonable delay and the Annual Rental, and with respect to any portion of the Premises rendered untenable for Tenant's conduct of its Permitted Use, Landlord shall cause the damage to be repaired or replaced without unreasonable delay, and, the Annual Rental shall be proportionately reduced as to such portion of the Premises as is rendered untenable. Any such abatement of rent shall not, however, create an extension of the term of this Lease. Provided, however, if by reason of such casualty, the Premises are rendered untenable in some material portion affecting Tenant's operation of the Premises for the Permitted Use, and the amount of time required to repair the damage using due diligence is in excess of one hundred twenty (120) days, then either party shall have the right to terminate this Lease by giving written notice of termination within thirty (30) days after the date of casualty, and the Annual Rental shall abate as of the date of such casualty in proportion to the part of the Premises rendered untenable. Notwithstanding the other provisions of this paragraph, in the event there should be a casualty loss to the Premises to the extent of twenty-five percent (25%) or more of their replacement value or if the Premises are rendered untenable for the conduct of Tenant's business operations for the Permitted Use during the last Lease Year of the initial term or any extended term, either party may, at its option, terminate this Lease by giving written notice within thirty (30) days after the date of the casualty and rent shall abate as of the date of such casualty. Except as provided herein, Landlord shall have no obligation to rebuild or repair in case of fire or other casualty, and no termination under this paragraph shall affect any rights of Landlord or Tenant hereunder because of prior defaults of the other party. Tenant shall give Landlord immediate notice of any fire or other casualty in the Premises.

92. MUTUAL WAIVER OF SUBROGATION

For the purpose of waiver of subrogation, the parties mutually release and waive unto the other all rights to claim damages, costs or expenses for any injury to property caused by a casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense is payable to such damaged party under the terms of any policy of insurance. All insurance policies carried with respect to this Lease, if permitted under applicable law, shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against either Landlord or Tenant.

13. SIGNS AND ADVERTISING

(a) Tenant may install, at Tenant's sole cost and expense, tenant identification sign(s) for Tenant in accordance with Building standards, such sign to be located at or near the Tenant's entrances to the Premises within the Building. Tenant shall be responsible for the maintenance and repair of such sign(s).

(b) In order to provide architectural control for the Building, Tenant shall install no other exterior signs, marquees, billboards, outside lighting fixtures and/or other decorations on the Premises. Landlord shall have the right to remove any such sign or other decoration and restore fully the Premises at the reasonable cost and expense of Tenant if any such exterior work is done without Landlord's prior written approval, which approval Landlord shall not unreasonably withhold, delay, or condition.

14. INDEMNIFICATION AND LIABILITY INSURANCE

(c) Tenant shall indemnify and save Landlord harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all costs and expenses thereof (including without limitation reasonable attorneys' fees) arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any act(s) or omission(s) of Tenant, its agent(s), contractor(s), employee(s), invitee(s), licensee(s), servant(s), subcontractor(s) or subtenant(s), except if caused by any act(s) or omission(s) on the part of Landlord. The non-prevailing party shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred by the prevailing party in enforcing the agreements of this Lease, whether incurred as a result of litigation or otherwise. Tenant shall give Landlord immediate notice of any such happening causing injury to persons or property.

(d) Landlord shall indemnify and save Tenant harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all costs and expenses thereof (including without limitation reasonable attorneys' fees) arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises or other areas in the Building.

(e) At all times during the term of this Lease, Tenant shall at its own expense keep in force adequate public liability insurance under the terms of a commercial general liability policy (occurrence coverage) in the amount of not less than \$1,000,000.00 coverage and with such company(ies) licensed to do business in the state in which the Premises is located as shall from time to time be reasonably acceptable to Landlord (and to any lender having a mortgage interest in the Premises) and naming Landlord as an additional insured (and, if requested by Landlord from time to time, naming Landlord's mortgagee as an additional insured). Tenant shall first furnish to Landlord copies of policies or certificates of insurance evidencing the required coverage prior to the Commencement Date and thereafter prior to each policy renewal date. All policies required of Tenant hereunder shall contain a provision whereby the insurer is not allowed to cancel or change materially the coverage without first giving thirty (30) days' written notice to Landlord.

15. LANDLORD'S RIGHT OF ENTRY

Landlord, and those persons authorized by it, shall have the right to enter the Premises at all reasonable times, including into areas leased by Tenant, for the purposes of making repairs, making connections, installing utilities, providing services to the Premises or for any other tenant, making inspections, or showing the same to prospective purchasers and/or lenders, so long as such entry does not unreasonably interfere with Tenant's business activities, and in the event of emergency involving possible injury to property or persons in or around the Premises or the Building.

16. EMINENT DOMAIN

If any substantial portion of the Premises is taken under the power of eminent domain (including any conveyance made in lieu thereof) or if such taking shall materially impair the normal operation of Tenant's business, then either Party shall have the right to terminate this Lease by giving written notice of such termination within thirty (30) days after such taking, and Annual Rental shall be apportioned as of that date. If neither Party elects to terminate this Lease, Landlord shall repair and restore the Premises to the best possible tenantable condition and the Annual Rental shall be proportionately and equitably reduced. All compensation awarded for any taking (or the proceeds of a private sale in lieu thereof) shall be the property of Landlord whether such award is for compensation for damages to the Landlord's or Tenant's interest in the Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall not have any interest in any separate award made to Tenant for loss of business, moving expense or the taking of Tenant's trade fixtures or equipment if a separate award for such items is made to Tenant.

17. EVENTS OF DEFAULT AND REMEDIES

(f) Upon the occurrence of any one or more of the following events (the "Events of Default," any one an "Event of Default"), the Party not in default shall have the right to exercise any rights or remedies available in this Lease, at law or in equity. Events of Default shall be:

- (i) Tenant's failure to pay when due any rental or other sum of money payable hereunder and such failure is not cured within ten (10) days after written notice thereof;
- (ii) Failure by either Party to perform any other of the terms, covenants or conditions contained in this Lease if not remedied within thirty (30) days after receipt of written notice thereof, or if such default cannot be remedied within such period, such Party does not within thirty (30) days after written notice thereof commence such act or acts as shall be necessary to remedy the default and shall not thereafter complete such act or acts within a reasonable time;
- (iii) Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or file pursuant to any statute a petition in bankruptcy or insolvency or for reorganization, or file a petition for the appointment of a receiver or trustee for all or substantially all of Tenant's assets and such petition or appointment shall not have been set aside within sixty (60) days from the date of such petition or appointment, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or

(iv) Tenant allows its leasehold estate to be taken under any writ of execution and such writ is not vacated or set aside within thirty (30) days.

(g) In addition to its other remedies, Landlord, upon an Event of Default by Tenant, shall have the right, after any applicable grace period expressed herein has expired, and after Landlord has provided thirty (30) days written notice to Tenant, to terminate and cancel this Lease and/or to reenter and remove all persons and properties from the Premises and dispose of such property as it deems fit, all without being guilty of trespass or being liable for any damages caused thereby. In the event of an elected termination by Landlord, whether before or after reentry, Landlord may recover from Tenant damages, including the reasonable costs of recovering the Premises, and Tenant shall remain liable to Landlord for the total Annual Rental as would have been payable by Tenant hereunder for the remainder of the term less the rentals actually received from any reletting or, at Landlord's election, less the reasonable rental value of the Premises for the remainder of the term. Landlord shall use commercially reasonable efforts to relet the Premises. In determining the Annual Rental which would be payable by Tenant subsequent to default, the Annual Rental for each Lease Year of the unexpired term shall be equal to the Annual Rental payable by Tenant for the last Lease Year prior to the default.

18. TRANSFER OF LANDLORD'S INTEREST

If Landlord shall sell, assign or transfer all or any part of its interest in the Premises or in this Lease to a successor in interest which expressly assumes the obligations of Landlord hereunder, then Landlord shall thereupon be released or discharged from all covenants and obligations hereunder, and Tenant shall look solely to such successor in interest for performance of all of Landlord's obligations.

19. COVENANT OF QUIET ENJOYMENT

Landlord represents that it has full right and authority to lease the Premises and Tenant shall peacefully and quietly hold and enjoy the Premises for the full term hereof so long as Tenant does not default in the performance of any of the terms hereof.

20. ESTOPPEL CERTIFICATES

Within thirty (30) days after a request by Landlord, Tenant shall deliver a written estoppel certificate, in form supplied by or acceptable to Landlord, certifying any facts that are then true with respect to this Lease, including without limitation that this Lease is in full force and effect, that no default exists on the part of Landlord or Tenant, that Tenant is in possession, that Tenant has commenced the payment of rent, and that Tenant claims no defenses or offsets with respect to payment of rentals under this Lease. Likewise, within thirty (30) days after a request by Tenant, Landlord shall deliver to Tenant a similar estoppel certificate covering such matters as are reasonably required by Tenant.

21. PROTECTION AGAINST LIENS

Tenant shall do all things necessary to prevent the filing of any mechanics', materialmen's or other types of liens whatsoever, against all or any part of the Premises by reason of any claims made by, against, through, or under Tenant. If any such lien is filed against the Premises, Tenant shall either cause the same to be discharged of record within thirty (30)

days after filing or, if Tenant in its discretion and in good faith determines that such lien should be contested, it shall furnish such security as may be necessary to prevent any foreclosure proceedings against the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within said time period or fail to furnish such security, then Landlord may at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Landlord acts to discharge or secure the lien then Tenant shall immediately reimburse Landlord for all sums paid and all costs and expenses (including reasonable attorneys' fees) incurred by Landlord involving such lien together with interest on the total expenses and costs at the maximum lawful rate.

22. SUBORDINATION NON-DISTURBANCE

This Lease shall be subject and subordinate to each and every instrument of record and no recording of this lease or memorandum thereof is permitted. This clause shall be self-operative and no further instrument of subordination shall be required from Tenant to make the interest of any Landlord or its mortgagee (a "Mortgagee") superior to the interest of Tenant hereunder; however, Tenant shall execute and deliver promptly any instrument, in recordable form, that Landlord or its Mortgagee may request to evidence and confirm such subordination.

23. FORCE MAJEURE

In the event Landlord or Tenant shall be delayed, hindered, or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, fire, or any other reasons beyond its reasonable control, the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended as necessary to complete performance after the delay period. However, the provisions of this paragraph shall in no way be applicable to Tenant's obligations to pay Annual Rental or any other sums, monies, costs, charges, or expenses required by this Lease.

24. REMEDIES CUMULATIVE — NONWAIVER

Unless otherwise specified in this Lease, no remedy of Landlord or Tenant shall be considered exclusive of any other remedy, but each shall be distinct, separate, and cumulative with other available remedies. Each remedy available under this Lease or at law or in equity may be exercised by Landlord or Tenant from time to time as often as the need may arise. No course of dealing between Landlord and Tenant or any delay or omission of Landlord or Tenant in exercising any right arising from the other party's default shall impair such right or be construed to be a waiver of a default.

25. NOTICES

Any notice allowed or required by this Lease shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and addressed as follows:

AS TO TENANT:

VistaWest of Monterey, LLC
Attention: Lyle E. Leimkuhler
2507 Gene Field Road
Saint Joseph, MO 64506-1613
Telephone: (816) 390-5870
lylel@vistawestmedia.com

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

Michael L. McCann
Spencer Fane LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
Phone: (816) 292-8110
Email: mmccann@spencerfane.com

AS TO LANDLORD:

NPG Broadcasting
1415 Elbridge Payne Road – Suite 125
Chesterfield, MO 63017
Attn: Mike Meara
Phone:
Fax:
Email: mike.meara@npgco.com

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

Elizabeth Spainhour
Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
150 Fayetteville Street, Suite 1700
Raleigh, NC 27601
Phone: (919) 839-0300
Fax: (919) 839-0304
Email: espainhour@brookspierce.com

The addresses of Landlord and Tenant and the party, if any, to whose attention a notice or copy of same shall be directed may be changed or added from time to time by either Party by giving notice to the other in the prescribed manner.

26. LEASING COMMISSION

Landlord and Tenant represent and warrant each to the other that they have not dealt with any broker(s) or any other person claiming any entitlement to any commission in connection with this transaction. Landlord and Tenant agree to indemnify and save each other harmless from and against any and all claims, suits, liabilities, costs, judgments, and expenses, including

reasonable attorneys' fees, for any leasing commissions or other commissions, fees, charges, or payments resulting from or arising out of their respective actions in connection with this Lease.

27. MISCELLANEOUS
(h) Evidence of Authority.

If requested by Landlord, Tenant shall furnish appropriate legal documentation evidencing the valid existence and good standing of Tenant and the authority of any parties signing this Lease to act for Tenant.

(i) Nature and Extent of Agreement.

This Lease, together with all exhibits hereto and together with the SSA, contain the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the Parties, and nothing herein shall impose upon either Party any powers, obligations, or restrictions not expressed herein. This Lease shall be construed and governed by the laws of the state of Missouri.

(j) Binding Effect.

This Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns. No amendment or modification to this Lease shall be binding upon Landlord unless same is in writing and executed by Landlord and Tenant.

(k) Captions and Headings.

The captions and headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

(3) Lease Review.

The submission of this Lease to Tenant for review does not constitute a reservation of or option for the Premises, and this Lease shall become effective as a contract only upon execution and delivery by Landlord and Tenant.

28. SEVERABILITY

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

29. REVIEW OF DOCUMENTS

If, following the execution of this Lease, either Party hereto requests that the other Party execute any document or instrument that is other than (i) a document or instrument the form of which is attached hereto as an exhibit, or (ii) a document that solely sets forth facts or circumstances that are then existing and reasonably ascertainable by the requested Party with respect to the lease, then the Party making such request shall be responsible for paying the out-of-pocket costs and expenses, including without limitation, the attorneys' fees incurred by the requested party in connection with the review (and, if applicable, the negotiations) related to such document(s) or instrument(s), regardless of whether such document(s) or instrument(s) is (are) ever executed by the requested Party.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Agreement to be signed by its duly authorized officer this day and year first above written.

TENANT:
VISTAWEST OF MONTEREY, LLC.

By: _____
Lyle E. Leimkuhler
Manager

LANDLORD:
NPG OF MONTEREY-SALINAS CA,
LLC

By: News-Press & Gazette Company,
its Sole Member

By: _____
J. Timothy Hannan
EVP/CFO, News –Press & Gazette
Company

SCHEDULE 18
NOTICES

If to Station Licensee:

VistaWest of Monterey, LLC
Attention: Lyle E. Leimkuhler
2507 Gene Field Road
Saint Joseph, MO 64506-1613
Telephone: (816) 390-5870
lylel@vistawestmedia.com

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

Michael L. McCann
Spencer Fane LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
Phone: (816) 292-8110
Email: mmccann@spencerfane.com

If to Service Provider:

NPG Broadcasting
1415 Elbridge Payne Road – Suite 125
Chesterfield, MO 63017
Attn: Mike Meara
Phone:
Fax:
Email: mike.meara@npgco.com

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

Elizabeth Spainhour
Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
150 Fayetteville Street, Suite 1700
Raleigh, NC 27601
Phone: (919) 839-0300
Fax: (919) 839-0304
Email: espainhour@brookspierce.com