

## **SECOND AMENDED AND RESTATED SHARED SERVICES AGREEMENT**

THIS SECOND AMENDED AND RESTATED SHARED SERVICES AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_, 2013 by and between GOCOM MEDIA OF NORTHERN CALIFORNIA LLC, a Delaware limited liability company (“GMNC”), and K4 MEDIA HOLDINGS LLC, a Delaware limited liability company (“K4 Media”). GMNC and K4 Media, and their valid successors and assigns, are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, GMNC has acquired substantially all of the assets of Catamount Broadcasting of Chico-Redding, Inc. (“Catamount”) (such acquisition, the “KHSL Acquisition”) and is the owner and licensee of television broadcast station KHSL-TV and its associated facilities, Chico, California (“KHSL”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”);

WHEREAS, K4 Media has acquired the FCC licenses in respect of television broadcast station KNVN(TV) and its associated facilities, Chico, California (“KNVN”; collectively with KHSL, the “Stations”) and certain related assets from Evans Broadcasting of Chico LLC, and its subsidiaries Chico Operating, L.L.C. and Chico License L.L.C. (collectively, “Evans Broadcasting”) (such acquisition, the “KNVN Acquisition”) and is the licensee of KNVN pursuant to licenses issued by the FCC;

WHEREAS, as part of the KHSL Acquisition, Catamount assigned to GMNC all its rights, title and interest in the Amended and Restated Shared Services Agreement, dated as of August 20, 2001, by and between Catamount and Evans Broadcasting, as amended (the “Prior Shared Services Agreement”), and the related Joint Sales Agreement, dated as of August 20, 2001, by and between Catamount and Evans Broadcasting, as amended (the “Prior Joint Sales Agreement”), and GMNC accepted such assignments and assumed Catamount’s liabilities and obligations thereunder;

WHEREAS, as part of the KNVN Acquisition, Evans Broadcasting assigned to K4 Media all its rights, title and interest in the Prior Shared Services Agreement and the Prior Joint Sales Agreement, and K4 Media accepted such assignments and assumed Evans Broadcasting’s liabilities and obligations thereunder;

WHEREAS, immediately after the consummation of the KHSL Acquisition and the KNVN Acquisition, the Parties desire to amend and restate the Prior Shared Services Agreement in its entirety to amend, revise and change certain terms and provisions thereof by the execution and delivery of this Agreement; and

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Parties desire to also amend and restate the Prior Joint Sales Agreement in its entirety by the execution and delivery of a Amended and Restated Joint Sales Agreement (the “Joint Sales Agreement”);

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

**SECTION 1. Effective Date; Term.** The term of the Prior Shared Services Agreement commenced on September 1, 2001. This Agreement shall become effective and supersede the Prior Shared Services Agreement upon the “Commencement Time” on the “Commencement Date”, as such terms are defined and used in the Joint Sales Agreement, and continue through and including December 31, 2022, provided that such term shall be automatically extended for one (1) additional ten (10) year period unless GMNC or K4 Media shall provide to the other written notice of termination given at least one hundred eighty (180) days’ prior to the expiration of such term. Notwithstanding the foregoing, this Agreement shall terminate upon any final determination by the FCC to revoke or not to renew the main license of either of the Stations.

**SECTION 2. Sharing Arrangements Generally.** From time to time and subject to the terms of the Joint Sales Agreement, the Parties may agree to share the costs of certain services and procurements that they individually require in connection with their independent ownership, operation and/or programming of the Stations. Such sharing arrangements may take the form of joint or cooperative buying arrangements, the performance of certain functions relating to the operation of one Station by employees of the owner of the other Station (subject in all events to the supervision and control of personnel of the owner of the Station to which such functions relate), or as otherwise structured, and shall be governed by terms and conditions upon which the Parties may agree from time to time. Such sharing arrangements may include the co-location of non-managerial administrative and/or master control and technical facilities of the Stations and the sharing of groundskeeping, maintenance, security and other services relating to those facilities, subject to existing legal obligations of the Parties. In performing services under any such sharing arrangement (including those described in Section 5 below), personnel of a Party shall be afforded access to, and have the right to utilize, without charge (except as set forth herein), assets and properties of the other Party to the extent necessary or desirable in the performance of such services.

**SECTION 3. Certain Services Not To Be Shared.**

(a) **Management and Other Personnel.** GMNC and K4 Media shall each retain its own independent management and programming personnel who shall have no involvement in or responsibility with respect to the operation of the other Party’s owned Station.

(b) **Programming.** Except as set forth in Section 5(f)(i) below, each of GMNC and K4 Media shall exercise exclusive control over all decisions and other matters relating to its programming and shall maintain for its owned or programmed Station separate managerial and other personnel to carry out the selection, procurement and broadcast of programming for such Station, and in no event shall the Parties or the Stations share services, personnel or information pertaining to such matters.

(c) **Co-location.** The Parties acknowledge that, subject in all respects to the Communications Laws, as defined herein (including the obligation of such Stations to maintain

main studios meeting the requirements of FCC Rules and Regulations), KNVN's studio facilities are co-located at KHSL's facilities. Personnel of K4 Media shall be afforded reasonable access to, and have the right to utilize, without charge (except as set forth herein), assets and properties of GMNC to the extent necessary or desirable in order for K4 Media to fulfill its obligations under this Agreement, the Joint Sales Agreement and as an FCC licensee of KNVN and in order to comply with the Communications Laws. Although co-located, each of KHSL and KNVN agree to maintain physically separate spaces within the facilities and shall have separate telephone lines and email addresses.

**SECTION 4. General Principles Governing Sharing Arrangements.** All arrangements contemplated by this Agreement shall be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended (the "Act"), the rules, regulations and written policies of the FCC as in effect from time to time (the "FCC Rules and Regulations") and other applicable laws (the Act, the FCC Rules and Regulations, and all other applicable laws, collectively, the "Communications Laws"). The arrangements made pursuant to this Agreement shall not be deemed to constitute "joint sales," "program services" (except as provided in this Agreement), "time brokerage," "local marketing," or similar arrangements or a partnership, joint venture, or agency relationship between the Parties or the Stations, and no such arrangement shall be deemed to give any Party any right to control the policies, operations, management or any other matters relating to the Station owned by the other Party. All arrangements contemplated by this Agreement, including the specific arrangements set forth in Section 5, are subject to modification upon mutual agreement of the Parties so long as such arrangements, so modified, continue to be consistent with the principles set forth in this Section 4.

**SECTION 5. Certain Specific Sharing Arrangements.** In furtherance of the general agreements set forth in Sections 2 through 4 above and subject to the Joint Sales Agreement, the Parties have agreed as follows with respect to, among other things, the sharing of certain services:

(a) **Back-Office and Accounting.** GMNC personnel agree to carry out all back-office, accounting and continuity, and other tasks necessary to support traffic personnel and functions for KHSL. Subject to direction and control by management personnel of K4 Media, GMNC personnel also agree to carry out all back-office and non-managerial accounting services and continuity and such other tasks necessary to support traffic personnel and functions of KNVN.

(b) **Master Control.** GMNC personnel agree to carry out master control functions for KHSL and, subject to the direction and control of the management personnel of K4 Media, master control functions for KNVN.

(c) **Payable Support.** GMNC personnel agree not to engage in the payment of (i) accounts payable of K4 Media arising under its programming contracts for the license of programming broadcast on KNVN, or (ii) K4 Media's payroll with respect to KNVN.

(d) **Transmission Facilities Maintenance.** GMNC personnel agree to maintain and repair (as needed) the transmission and studio facilities of KHSL and, subject to

direction and control by management personnel of K4 Media, the transmission and studio facilities of KNVN. Subject to direction and control by management personnel of K4 Media, GMNC personnel agree to perform (I) monitoring and maintenance of KNVN's technical equipment and facilities, and (II) the engineering functions of a Chief Operator for KNVN.

(e) **Execution of Promotion Policies.** Subject to direction and control by K4 Media management personnel, GMNC personnel also agree to execute the promotional policies of KNVN. Such execution will include such tasks as graphic design, production and media placement and buying.

(f) **Newscast Production.**

(i) **Production and Delivery.** GMNC agrees to, utilizing both its management personnel and facilities, provide live-feed and, subject to the cooperation of K4 Media as set forth in this subsection, fully-staffed and produced newscasts for broadcast on KNVN; provided, however, that such newscasts shall not comprise more than fifteen percent (15%) (by duration) of the programming broadcast on KNVN during any broadcast week. GMNC agrees to be responsible for delivering such newscasts to KNVN's broadcast facilities in a timely manner. K4 Media agrees to make available to GMNC (at no additional cost) any technical facilities of KNVN owned by K4 Media as may be necessary to produce such newscasts and to deliver such newscasts to KNVN's transmission facilities. GMNC agrees to use reasonable efforts to provide such newscasts that are of a quality appropriate to KNVN's market. Such newscasts shall be produced exclusively for broadcast on KNVN, but may include non-exclusive videotape, graphics, news stories, field reports and other material. Personnel of K4 Media shall determine the title and format of such newscasts, and such newscasts shall have an "on-air appearance" as if they had been originated by K4 Media through KNVN.

(ii) **Commercial, Advertising and Promotional Spots.** K4 Media shall determine the amount of commercial advertising time and promotional time to be provided for during such newscasts.

(iii) **Responsibility for Accuracy.** GMNC agrees to use reasonable efforts to maintain a system of editorial review to ensure the accuracy, prior to broadcast, of all investigative reports and other stories prepared by GMNC personnel and included in the newscasts which GMNC provides to KNVN.

(iv) **NBC News Feeds.** Subject to GMNC and NBC Network News entering into a news sharing agreement in form and substance agreeable to the parties thereto, GMNC shall be free to utilize, at its discretion, the NBC Network News feed footage in the newscasts it produces for KNVN.

(v) **Operating Procedures.** GMNC and K4 Media agree to collaborate and cooperate to create a newscast operating conditions agreement or procedural memo that shall provide the basis for daily operations, contingencies, KNVN's access to breaking stories, procedures for editorial compliance with FCC Rules and Regulations (including quarterly programs/issues requirements), regularly scheduled operations, editorial and ratings

reviews and guidelines for access by personnel of K4 Media and KNVN customers to GMNC's facilities.

(vi) **K4 Media Programming Discretion.** Notwithstanding the foregoing, GMNC expressly acknowledges and agrees that K4 Media, as licensee of KNVN, retains the right to interrupt, preempt or delete all programming broadcast on KNVN, which shall include without limitation the newscasts to be provided by KHSL.

(g) **Services Fee.** In consideration for the services and facilities to be provided to K4 Media by GMNC and its personnel pursuant to this Agreement, K4 Media agrees to pay to GMNC a monthly fee (the "Services Fee") described in Schedule A hereto and incorporated herein by this reference.

**SECTION 6. Survival.** The expiration or termination of this Agreement shall not affect K4 Media's obligation to pay to GMNC any Services Fee accrued prior to the effective date of expiration or termination, it being acknowledged and agreed that such covenant and obligation shall survive the expiration or termination of this Agreement.

**SECTION 7. Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, no Party shall be liable to any other Party for a failure to perform any obligation under this Agreement if such Party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God, or other contingencies beyond the reasonable control of the Parties, including equipment failures, and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to extend the period in which such performance shall be required in order to accommodate the period of the pendency of such contingency which shall prevent such performance.

**SECTION 8. Unenforceability; Renegotiation.**

(a) **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and shall be enforced to the greatest extent permitted by law, except that if such invalidity, illegality or unenforceability should change the basic economic positions of the Parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions.

(b) **Renegotiation Upon Communications Law Changes.** If changes are made to Communications Laws in a fashion that would raise substantial and material questions as to the validity of any provision of this Agreement or the abilities of the Parties to perform their obligations under this Agreement in compliance with the Communications Laws, then the Parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable Communications Laws, 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 any of them, they shall join in requesting the view 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. If the Parties are unable to negotiate a mutually acceptable modified Agreement within a reasonable period of time, then either K4 Media or GMNC may terminate this Agreement upon written notice to the other Party.

(c) **Renegotiation Upon Challenge.** If this Agreement is challenged in whole or in part at or by a governmental authority or is challenged in whole or in part in a judicial forum, counsel for each of the Parties shall jointly defend this Agreement and the Parties' performance thereunder throughout all such proceedings to the extent commercially reasonable. If this Agreement is declared invalid or illegal in whole or in substantial part by a ruling, order or decree of a governmental authority or court, and such ruling, order or decree has become effective, then the Parties shall negotiate in good faith to reform the Agreement as necessary. If the Parties are unable to reform this Agreement within sixty (60) days of the effective date of such ruling, order or decree, then no Party shall have any further liability to any other except for any accrued but unpaid Services Fees.

**SECTION 9. Duty to Consult.** Each Party will use its best efforts not to take any action that would unreasonably interfere with, threaten or frustrate the other Party's performance under this Agreement. Each Party will keep such other Party informed of, and will coordinate with such other Party regarding, any activities that may materially affect the other Party's realization of benefits under this Agreement.

**SECTION 10. Press Releases.** Except as may be required by law or by any governmental agency, no announcement to the press or to any third party of the transactions contemplated herein shall be made by any Party, unless such announcement shall have been approved in advance in writing by all Parties.

**SECTION 11. Notices.** Any notice, payment, demand, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered and given for all purposes (i) if delivered personally to the Party or to an officer of the Party to whom the same is directed or (ii) whether or not the same is actually received, if sent by confirmed facsimile machine or telex or by registered or certified mail, return receipt requested, postage and charges prepaid, or sent by Federal Express or similar overnight national courier, addressed as follows:

To K4 Media:

K4 Media Holdings LLC  
8 Fox Run Road  
Allendale, NJ 07401  
Attention: Theodore T. Horton, Jr  
Telephone: (201) 825-0211

To GMNC:

GOCOM Media of Northern California LLC

c/o GOCOM Broadcasting Corporation  
200 Main Street, Suite 201B  
Hilton Head, SC 29926  
Attention: Richard L. Gorman  
Telephone: (843) 342-4405

Notices shall be deemed to have been given as of the date delivered or sent, if delivered personally or sent by facsimile machine or telex, or the first business day following deposit with Federal Express or similar overnight courier, or seven (7) days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of mail, addressed and sent as set forth above. Each Party may change the address set forth above for notices upon written notice to all other Parties hereto.

**SECTION 12. Assignment; Binding Agreement.** No Party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party shall be permitted to collaterally assign its rights (including granting a security interest herein) under this Agreement to its senior lender(s) without the consent of the other Party; and provided further, however, that in connection with the sale of KHSL, K4 Media shall not have any obligation to not unreasonably withhold or delay its consent, but if K4 Media does not give its consent as required above for GMNC to assign its rights and obligations under this Agreement to the purchaser of KHSL, then K4 Media shall have the right to require GMNC or its assignee to exercise the option under the Option Agreement, dated as of the date hereof, by K4 Media in favor of GMNC (the "Option Agreement") and effect a "Company Sale" (as defined and used in section 18 of the Option Agreement. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. Any Party that shall properly assign this Agreement in accordance with the terms hereof shall be released from all liabilities and obligations hereunder. The Parties agree that the non-assigning Party shall be entitled to seek an injunction or similar relief from any court of competent jurisdiction restraining the assigning Party from committing a violation of this Section 12 without the necessity of proving the inadequacy of money damages or of posting a bond or other surety or of following the requirements of Section 17.

**SECTION 13. Captions.** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

**SECTION 14. Authority; Entire Agreement.** Each Party represents that it has the full power and authority to enter into and perform this Agreement. This Agreement amends, restates and supersedes in its entirety the terms and conditions of the Prior Shared Services Agreement. This Agreement, the Joint Sales Agreement, the Option Agreement and any other agreements between the Parties and dated as of the date hereof embody the entire agreement between the

Parties with respect to the subject matter hereof and thereof, and there are no other agreements, representations, or understandings, oral or written, between them with respect thereto. This Agreement may be modified only by an agreement in writing executed by all of the Parties hereto.

**SECTION 15. Counterparts; Delivery by Facsimile.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. This Agreement and any signed agreement or instrument entered into in connection with this Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or email in Adobe portable document format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of either Party or to any such agreement or instrument, the other Party shall re-execute original forms thereof and deliver them to the other Party. No Party or to any such agreement or instrument shall raise the use of a facsimile machine or email Adobe portable document format to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or email in Adobe portable document format as a defense to the formation of a contract, and each such Party forever waives any such defense.

**SECTION 16. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Delaware, without giving effect to the choice of law provisions thereunder, and the obligations of the Parties are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter to be constituted.

**SECTION 17. Binding Arbitration of Disputes.** The Parties agree that any and all claims, disputes or controversies arising from or relating to this Agreement or the validity, enforceability or scope of this arbitration provision or any term or provision of this Agreement (collectively, "Claims"), shall be resolved by binding arbitration pursuant to this Section 12 and the Commercial Arbitration Rules described below that are in effect at the time the Claim is filed. Arbitration shall be conducted with the American Arbitration Association (the "AAA") pursuant to and in accordance with the AAA's Commercial Arbitration Rules. If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure and mutually acceptable to GMNC and K4 Media shall be substituted for the AAA. The forum for any Claim brought pursuant to this Agreement or this arbitration provision shall be in Raleigh, North Carolina. The arbitrator(s) shall decide which Party is ultimately responsible for paying any arbitration expenses, including the arbitration filing fee and the arbitrators' fees. Unless inconsistent with applicable law, each Party hereto shall bear the expense of its respective attorneys', experts' and witness fees, and the arbitration shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator(s) shall apply the substantive and procedural law of the State of California consistent with the FAA, except that the arbitrators shall decide, in their sole discretion and without regard to California law, upon issues regarding allowable discovery or the admissibility of evidence. The arbitrators shall observe applicable statutes of limitations and



shall honor claims of privilege recognized by California law. The decision of the arbitrator(s) will be accompanied by a reasoned opinion, which will be final, binding, conclusive and non-appealable. The decision, including any award, may be entered by judgment in any court of competent jurisdiction. This arbitration provision shall survive satisfaction of the Parties' contractual obligations and termination of this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable under the FAA, it shall not invalidate the remaining portions of this arbitration provision. This Agreement and arbitration provision shall be interpreted or severed as necessary in favor of enforceability. Notwithstanding the foregoing, either party may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the determination by the arbitrator(s) of the merits of the controversy.

**SECTION 18. Parties In Interest.** Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties and their respective permitted successors and assigns any rights or remedies under or by virtue of this Agreement.

**SECTION 19. Further Action.** From time to time after the date of this Agreement, the Parties agree to take such further actions and shall execute such further documents, assurances and certificates as any Party reasonably requests of any other Party in order to effectuate the purposes of this Agreement.

**SECTION 20. Payment of Expenses.** Except as otherwise provided herein or in the Joint Sales Agreement, each Party shall pay its own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of counsel and any other representatives, including, without limitation, any broker or finder retained by any Party.

**SECTION 21. Events of Default.** Any of the following shall, after the expiration of any applicable cure period, constitute "Events of Default" under the Agreement:

(a) **Defaults, Etc.** The default by either Party in the material observance or performance of any material covenant, condition, or agreement contained herein, or if any material misrepresentation or warranty herein made by either Party to the other shall prove to have been false or misleading as of the time made.

**SECTION 22. Cure Period.** An Event of Default shall not be deemed to have occurred with respect to Section 21(a) above unless it is continuing thirty (30) days after the non-defaulting Party has provided the defaulting Party with written notice specifying in reasonable detail the event or events which if not cured would constitute an Event of Default, provided that such cure period will be extended for a reasonable period of time if the defaulting Party is acting in good faith to cure and such delay is not materially adverse to the other Party.

**SECTION 23. Termination.**

(a) **Termination Upon Event of Default.** Upon the occurrence of an Event of Default, the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party, provided that the non-defaulting Party is not also in material breach of this

Agreement or the Joint Sales Agreement, and provided further that if the matter of whether an Event of Default has occurred is the subject of a dispute pursuant to this Agreement, then this Agreement will terminate on the day after the resolution of such Claim (as defined in Section 28 below) by binding arbitration as provided in Section 17 hereof, provided that such resolution determines that an Event of Default has occurred.

**(b) Termination Upon Order of Governmental Authority.** A “Governmental Termination Event” will occur if any court or federal, state or local government authority (including the FCC) of competent jurisdiction orders or takes any action that becomes effective and that requires the termination or material curtailment of GMNC’s activities with respect to KNVN pursuant to this Agreement, provided that such order or action will no longer constitute a Governmental Termination Event if such action or order is subsequently stayed or ceases to be effective. GMNC and K4 Media agree to cooperate and use their reasonable best efforts and negotiate in good faith to modify this Agreement as necessary to preserve the intent of the Parties, the economic and other benefits of this Agreement, and to obviate any such Governmental Termination Event to the extent such modification is permissible. Each Party agrees to cooperate with each other with respect to any such Governmental Termination Event. If a Governmental Termination Event occurs, then the term of this Agreement will continue and terminate on the date upon which the activities of K4 Media and GMNC are required to be ceased, as mandated by the agency or authority which brought about such Governmental Termination Event.

**(c) Termination Upon Termination of Joint Sales Agreement.** Unless the Parties otherwise agree in writing, this Agreement shall automatically terminate upon the termination of the Shared Services Agreement in accordance with its terms.

**SECTION 24. Other Definitional Provisions; Interpretation.** 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 to be illustrative only and shall not be interpreted as a limitation on, or an exclusive listing of, the items within that classification. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control, but solely to the extent of such conflict.

**SECTION 25. GMNC Activities.** Notwithstanding anything to the contrary contained in this Agreement, the Joint Sales Agreement or otherwise, no fact or circumstance that occurs as

a result of any action or omission by GMNC or any of its agents or representatives, or as a result of GMNC's or any of its agents' or representatives' activities or operations with respect to either or both of the Stations shall be deemed to give rise to or result in a breach or default of any of K4 Media's representations, warranties, agreements or covenants under this Agreement, the Joint Sales Agreement or any other agreement entered into between GMNC or any of the GMNC's affiliates, agents or representatives, on one hand, and K4 Media or any of the K4 Media's affiliates, agents or representatives, on the other hand, in connection herewith.

\* \* \* \* \*

*[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; THE NEXT PAGE IS THE SIGNATURE PAGE]*

IN WITNESS WHEREOF, the Parties have executed this Second Amended and Restated Shared Services Agreement as of the date first written above.

GMNC:

**GOCOM MEDIA OF NORTHERN CALIFORNIA  
LLC**

By: GOCOM Broadcasting Corporation, its Manager

By: \_\_\_\_\_  
Richard L. Gorman, its President

K4 MEDIA:

**K4 MEDIA HOLDINGS LLC**

By: \_\_\_\_\_  
Theodore T. Horton, Jr., its Manager and  
President

## EXHIBIT A

1. Within ten (10) business days after K4 Media receives a monthly payment described in section 3 of the Joint Sales Agreement (the “JSA Fee”), K4 Media agrees to pay to GMNC an amount equal to the difference of: (i) the JSA Fee; minus (ii) KNVN’s Monthly Expenses (as defined below); and minus (iii) the Profit Participation Payment (as defined below); in each case for the applicable calendar month. If, at any time and for any month (or portion thereof, if applicable, or year (or portion thereof) with respect the actual payment of the Profit Participation Payment), KNVN’s Monthly Expenses and/or the Profit Participation Payment are or will be in excess of the JSA Fee, then GMNC shall promptly pay to K4 Media such excess amount. For the avoidance of doubt, the payment obligation of GMNC referred to in the preceding sentence is in addition to GMNC’s obligation to pay the JSA Fees to K4 Media under the Joint Sales Agreement.

2. The term “KNVN’s Monthly Expenses” used herein shall mean and include, on a monthly basis (or partial month, as applicable) the sum of:

(i) Five Thousand Dollars (\$5,000) (the “Monthly Fee”);

(ii) K4 Media’s operating expenses in respect of KNVN, including, as applicable: (A) the salaries and benefit costs for K4 Media’s employees located at the Stations’ facilities (provided that more than two (2) employees shall be subject to the prior approval of both parties), (B) costs incurred by K4 Media in purchasing, maintaining and broadcasting KNVN’s programming (including, without limitation, costs due to the national networks with which KNVN is affiliated and costs under any news share or similar agreement pursuant to which K4 Media receives news programming for KNVN), (C) all FCC filing and other fees with respect to KNVN and any associated auxiliary stations, links, sites or relay stations (including without limitation all FCC Annual Regulatory Fees), (D) utilities associated with KNVN’s transmitting facilities, (E) insurance (including broadcast liability insurance), (F) property taxes on personal property owned by K4 Media and used in the operation of KNVN, (G) music rights payments, and (H) other reasonable, out-of-pocket expenses incurred by K4 Media in connection with the operation of KNVN, which expenses are incurred in the ordinary course of business consistent with standard industry practice, or as required by FCC rules, regulations and requirements, including, without limitation, legal and accounting expenses related to such operations;

(iii) all reasonable accounting, tax return preparation, legal fees and expenses, resident agent fees, annual report fees, and other similar fees and expenses actually incurred, or to be incurred, by K4 Media, including such fees and expense in connection with the negotiation, drafting, execution and performance of this Agreement, the Joint Sales Agreement and the Option Agreement and any amendments thereof, the negotiation, drafting, execution and performance of the acquisition agreement and related documents with respect to the KNVN Acquisition, and the formation or operation of K4 Media;

(iv) subject to section 35 of the Joint Sales Agreement, any other reasonable expenditures actually incurred, or to be incurred, by K4 Media, including any litigation, proceeding or claim settlements, awards or judgments;

(v) without limiting the foregoing, all costs and expenses, including legal, engineering and other expert fees and expenses incurred or to be incurred in order to maintain and preserve all of the FCC licenses, authorizations and permits related to KNVN;

(vi) reasonable capital expenditures; provided, however, that GMNC's must have given its prior written consent to each such expenditure; and

(vii) scheduled debt service, when due, under acquisition or working capital financing (including any refinancing thereof), including principal and interest and any reasonable fees and expenses payable with respect to such debt, including all amounts payable under or in respect of the senior loans secured in connection with K4 Media's acquisition of the FCC licenses and certain related assets from Evans Broadcasting on or about the date of the Agreement.

3. The term "Profit Participation Payment" used herein shall mean, for the applicable period, an amount equal to three percent (3%) of the Broadcast Cash Flow (as defined below). For each month, the Profit Participation Payment shall be accrued and not deducted from the JSA Fee as set forth in section 1 above. The amount of the Profit Participation Payment payable shall be based upon and determined from the audited annual financial statements of GMNC and K4 Media, and the Profit Participation Payment shall be paid promptly after (but in no event later than ten (10) business days after) the completion and issuance of the audited financial statements for GMNC and K4 Media for the applicable fiscal year. With respect to any fiscal year in which this Agreement commences or terminates, K4 Media shall be entitled to receive the Profit Participation Payment based on Broadcast Cash Flow for the actual number of days in the fiscal year in which this Agreement commences or terminates, as applicable.

4. The term "Broadcast Cash Flow" used herein, with respect to any applicable period, shall have the same meaning as such term is used in the annual budget approved by the members of GMNC (it being acknowledged and agreed that Broadcast Cash Flow shall be calculated based on the combined revenues and expenses of both Stations without duplication); provided, however, that the determination of Broadcast Cash Flow shall exclude and not take into account extraordinary losses or extraordinary gains.