

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this “*Agreement*”) is entered into as of April 20, 2017, by and between Hearst Properties Inc., a Delaware corporation (“*Service Provider*”), and Greensboro TV, LLC, a Virginia limited liability company (“*Station Licensee*”).

RECITALS

WHEREAS, Station Licensee is the FCC licensee of television station WCWG(TV), Lexington, North Carolina (Facility ID 35385) (the “*Station*”);

WHEREAS, Service Provider is the owner, operator, and FCC licensee of television station WXII-TV, Winston-Salem, North Carolina (Facility ID 53921) (the “*Service Station*”);

WHEREAS, Station Licensee and Service Provider are parties to that certain Channel Sharing Agreement dated the date hereof (the “*CSA*”) whereby Station Licensee and Service Provider have agreed to share technical facilities pursuant to the terms thereof;

WHEREAS, Station Licensee and Service Provider are parties to that certain Limited Local Marketing Agreement dated the date hereof (the “*LLMA*”) whereby Service Provider has agreed to buy and Station Licensee has agreed to sell the right to program certain time on the Station pursuant to the terms thereof;

WHEREAS, Station Licensee and Service Provider are parties to that certain Advertising Representation Agreement dated the date hereof (the “*ARA*”) whereby Service Provider has appointed Station Licensee its agent, and Station Licensee has accepted the appointment, to sell advertising in advertising inventory on the Station acquired by Service Provider pursuant to the LLMA;

WHEREAS, Station Licensee and Service Provider are parties to that certain Option Agreement dated the date hereof (the “*Option Agreement*”) whereby Station Licensee has granted to Service Provider an option to purchase all rights, title, and interests in the assets related to the Station pursuant to the terms thereof; and

WHEREAS, in view of the important efficiencies to be obtained by the Station through shared services provided by the Service Station, and the role of such services in helping the Station to serve the television viewing public in the Market, the parties hereto desire to enter into this Agreement as of the date hereof.

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 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 Implementation Date as defined in the CSA.

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

“**Delivered Programming**” means the programming and advertising provided by Service Provider and aired on the Station pursuant to the LLMA.

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

“**FCC Licenses**” means the licenses, permits, and authorizations used or useful in the operation of the Station.

“**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 party to any network affiliation agreement to which Licensee is a party with respect to the Station, including, but not limited to, the CW and Bounce.

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

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

“**Transaction Documents**” means this Agreement, the Option Agreement, the CSA, the LLMA, and the other documents, agreements and instruments executed by the parties hereto and thereto in connection therewith (but excluding the ARA).

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
Designated Expenses	Schedule A
Indemnifying Party	Section 15
Initial Term	Section 11.1
Monthly Statement	Schedule A
Net Revenues	Schedule A
Operating Budget	Section 7.3
Other Expenses	Schedule A
Service Provider Premises	Schedule 6.4
Services Fee	Section 9 & Schedule A
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, and no such arrangement will be deemed to give Service Provider any right to control the policies, operations, management or any other matter relating to the Station.

3. **Certain Services Not to be Shared.**

3.1 **Station Licensee Personnel.** Station Licensee shall maintain for the Station sufficient personnel to comply with its obligations as a broadcast licensee under the FCC Rules. Such personnel shall include at least one managerial employee and one staff-level employee who (a) are retained, and report solely to, Station Licensee, and (b) have no involvement or responsibility with respect to the business and operation of the Service Station.

3.2 **Programming Authority.** Subject to Station Licensee’s ultimate control, authority, and power with respect to the selection and procurement of programming on the Station, and pursuant to the LLMA, Station Licensee will program at least eighty-five percent (85%) of the weekly programming on the Station and Service Provider will have the right to program up to fifteen percent (15%) of the weekly programming on the Station. Station Licensee and Service Provider shall maintain separate managerial and other personnel to carry out its selection and procurement of programming for its own respective broadcast television stations and programming time.

3.3 **No Joint Advertising Sales.** Subject to Station Licensee’s ultimate control, authority, and power with respect to advertising sales on the Station, and pursuant to the LLMA, Station Licensee will sell at least eighty-five percent (85%) of the weekly advertising time on the

Station and Service Provider will have the right to sell up to fifteen percent (15%) of the weekly advertising time on the Station. Station Licensee and Service Provider shall maintain separate managerial and other personnel to carry out its advertising sales for its own respective broadcast television stations, and in accordance with and for the term of the ARA, Station Licensee personnel will sell Service Provider's advertising time on the 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 for all MVPDs with five thousand (5,000) or fewer subscribers. Station Licensee shall timely make retransmission consent elections (and not elect or default to must carry) with all MVPDs in the Market having five thousand (5,000) or more subscribers. 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 signal 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. Station Licensee shall be solely responsible for negotiating all terms and conditions, including economic consideration, and entering into any retransmission consent agreements with respect to carriage of the Station. The parties agree that Station Licensee and Programmer shall not jointly negotiate retransmission consent agreements with respect to carriage of the Station.

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 hereto acknowledge and agree that during the Term, Station Licensee shall maintain ultimate control and authority over the Station, including, specifically, control and authority over each 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. Service Provider shall not represent, warrant or hold itself out as the FCC 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, Service Provider agrees to provide to Station Licensee the following services to support the business and operation of the Station commencing on the Commencement Date; *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; Master Control and Traffic/Continuity; Equipment.*** Service Provider shall monitor, assist, and provide other technical services and equipment as reasonably necessary in connection with the operations of the Station, including the following services:

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

including in connection with the operation of the Station on the Shared Channel (as defined in, and in accordance with, the CSA);

(b) Service Provider shall provide master control services, including the collection, preparation, and playback of all programming, commercial, and interstitial content for the Station, other traffic and continuity support, and Emergency Alert System monitoring;

(c) To the extent that Station Licensee maintains technical equipment and facilities in connection with the operation of the Station notwithstanding the Shared Transmission Facilities (as defined in, and in accordance with, the CSA), Service Provider shall perform monitoring, maintenance, and repair of such equipment and facilities; and

(d) Service Provider shall make available to Station Licensee the use of certain equipment and facilities (to the extent that use is not already provided for as Shared Transmission Facilities in accordance with the CSA) 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.

6.2 **Website Services.** Subject to Section 3.3 above, Service Provider shall maintain and operate any website associated with the Station, including the current website for the Station (and its corresponding domain name). Without limiting the generality of the foregoing, in connection with its technical support of the operation of such website, upon the request of Station Licensee, Service Provider shall provide reasonably customary enhancements, including applications and widgets, to enhance the user experience and increase the functionality of such Station website.

6.3 **Back-Office and Related Support Services; Billing, Collections.** Service Provider shall provide reasonable and customary back-office support services with respect to the business of the Station, including with respect to research, accounting, billing, and other similar, related services, all in a manner consistent with Service Provider's own practices. In addition, unless otherwise agreed by the parties, Service Provider shall collect the accounts receivable of the Station, excluding receivables attributable to amounts earned prior to the Commencement Date. No later than the fifteenth (15th) day of each calendar month during the Term, Service Provider shall deliver to Station Licensee a statement (the "**Service Provider Monthly Statement**") setting forth the total aggregate amount collected on behalf of the Station Licensee for the preceding calendar month. Except as the parties may otherwise agree, Service Provider shall remit such amount to Service Licensee with such Service Provider Monthly Statement.

6.4 **License of Office Space.** Service Provider hereby licenses to Station Licensee office space, equipment, and furnishings to allow Station Licensee to establish the main studio of the Station and for the employees of Station Licensee at the Station to conduct the business and operations of the Station, all as further described in **Schedule 6.4** hereto.

6.5 **Station Promotion, Business Strategy.**

(a) At such times and upon Station Licensee's request, Service Provider shall provide general advice on the promotion of the Station, marketing and sales strategies for the Station and other strategies and measures to promote the efficient growth of the Station's sales and business development.

(b) In all events in accordance with, and subject to Section 3.3 hereof and except as provided in the LLMA (i) Service Provider shall have no right to sell advertising availabilities on the Station and shall not hold himself out to third parties as a sales agent of Station Licensee or of the Station and (ii) Station Licensee shall retain the ultimate authority to set prices for the advertising sales of the Station and to conduct and manage such sales.

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; Compliance.** Station Licensee shall be responsible for, and with the assistance of Service Provider where requested 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, including, without limitation ensuring that such records and information required by the FCC Rules are placed in the public inspection files of the Station pertaining to the sale of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC Rules, and to the sale of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC Rules. 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.

7.2 **Insurance; Employees.** Station Licensee shall maintain in effect policies of insurance insuring the assets and the business of the Station in accordance with good industry practices. Station Licensee shall comply in all material respects with applicable federal, state and local laws relating to the employment of the Station employees, including, without limitation, those relating to the payment of wages, withholding of taxes, workers' compensation insurance, labor and employment relations and discrimination.

7.3 **Operating Budget.** Station Licensee shall be responsible for payment of and shall pay all operating costs of the Station (excluding those costs to be borne by Service Provider under Section 10 below), including the Services Fee, the Designated Expenses, the Other Expenses, and any other expenses, distributions or payment obligations with respect to the operation of the Station. Promptly following the Commencement Date, but in no event more than thirty (30) days thereafter, Station Licensee shall provide Service Provider a copy of the operating budget of the Station (the "**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 and not otherwise contemplated by the Designated Expenses, as determined by Station

Licensee in its sole and absolute discretion. Station Licensee shall provide updated copies of the Operating Budget each year during the Term, identifying adjustments from year to year.

7.4 **Music Rights Payments.** Subject to the obligations of Service Provider pursuant to the LLMA, 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.

7.5 **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 pay over to Service Provider all funds received by Station Licensee each year from the Network and any other program syndicator or supplier for promotion of the Network and other programming on other stations or media, and Service Provider shall use all such funds solely for their intended promotional or other similar purposes. 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 7.5.

7.6 **Preservation of FCC Licenses and Agreements.** 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 the FCC Licenses or (ii) material breach or default under the terms of the CSA or any of the other agreements to which Station Licensee is a party on and as of the date hereof.

8. **Access to Information.** Service Provider shall furnish to Station Licensee upon request any other information that is reasonably necessary to enable Station Licensee 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 with respect to each calendar month during the term of this Agreement an amount equal to the “**Services Fee**” as set forth 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, including, without limitation, any publicity or promotional expenses incurred in performing its obligations hereunder.

11. ***Term of Agreement.***

11.1 ***Initial Term.*** This Agreement shall be effective commencing on and as of the Commencement Date and shall continue until the eighth (8th) anniversary of the Commencement Date, unless earlier terminated in accordance with Section 14 below (the “***Initial Term***”).

11.2 ***Renewal Term.*** This Agreement shall be renewed automatically for successive eight-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 eighteen (18) months 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, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors’ rights or by general principles of equity limiting the availability of equitable remedies.

12.2 ***Absence of Conflicting Agreements or Consents.*** The execution, delivery, and performance by Station Licensee of this Agreement (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 respective 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.

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, insolvency,

reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

13.2 ***Absence of Conflicting Agreements and Required Consents.*** The execution, delivery, and performance by Service Provider of this Agreement (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 hereto.

14.2 ***Option Closing.*** This Agreement shall terminate as of the time immediately following the Option Closing (as such term is defined in 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 or any Transaction Document 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 unable to agree upon a modification of the Agreement or the Transaction Documents so as to cause the Agreement or other Transaction Document to comply with Applicable Law; or

(b) there has been a change in the Communications Act or the FCC Rules that causes this Agreement and the Transaction Documents in their 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 the Transaction Documents so as to cause the Agreement or other Transaction Document 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 either of (i) the time immediately following the Option Closing (as defined in the Option Agreement) or (ii) the date of 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) or any Transaction Document and if the breach can reasonably be cured within thirty (30) days, 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 (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within thirty (30) 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 any Transaction Document.

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 either of (i) the Option Closing or (ii) the date of 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 or any Transaction Document and if the breach can reasonably be cured within thirty (30) days, Service Provider has failed to cure such breach within (30) 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 any Transaction Document.

14.6 ***Certain Matters Upon Termination.*** Sections 8, 14.6, 15, 16 and 17 shall survive the expiration or termination of this Agreement and the expiration or termination of this Agreement will not limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

15. ***Indemnification.*** Each party (the "***Indemnifying Party***") shall indemnify, defend and hold harmless the other party, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, members, managers, employees and agents, from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from any third-party claim as a result of (a) any negligent or more culpable act or omission of the Indemnifying Party in connection with the performance of its obligations under this Agreement; or (b) any breach of this Agreement by the Indemnifying Party.

16. ***Limitation on Liability.***

16.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 16.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 16.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16.3 The exclusions and limitations in Section 16.1 and Section 16.2 shall not apply to:

(a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 17.6 (Confidentiality);

(b) a party's indemnification obligations under Section 15 (Indemnification);

(c) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts; and

(d) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions.

17. **Miscellaneous.**

17.1 **Assignment or Transfer of Control; Benefit; Binding Effect; Use of Agents.**

(a) Neither party may assign or transfer control of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing or any other provision to the contrary contained herein, Service Provider may assign or transfer control of its rights and obligations under this Agreement, without the consent of Station Licensee but upon written notice to Station Licensee, to (i) any Affiliate of Service Provider or (ii) any Person 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.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

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

17.2 **Force Majeure.** Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action (except with respect to bankruptcy or insolvency proceedings), failure of facilities or act of God.

17.3 **Unenforceability.** If one or more provisions of this Agreement or the application thereof to any Person or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by Applicable Law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties hereto, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material

questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement, as applicable, in an effort to comply with all applicable FCC Rules while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties hereto agree that, upon the request of either of them, they will join in requesting the 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.

17.4 **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 by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on **Schedule 17.4.**

17.5 **Governing Law; Submission to Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of New York 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 New York. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein.

17.6 **Confidentiality.** Subject to the requirements of Applicable Law, each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret or confidential information of the other parties hereto. To the extent required by the Communications Act or the FCC Rules, each party may file with the FCC or place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

17.7 **Press Release.** No party hereto shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party hereto; *provided, however,* that nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

17.8 **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.

17.9 **Further Assurances.** The parties hereto shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

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

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

17.12 **Entire Agreement; Amendment; Waiver.** This Agreement and any attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof), the Option Agreement, the CSA, the LLMA, and the ARA 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 Transaction Documents or the ARA, 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 Transaction Document and/or the ARA. No term or provision hereof may be changed, modified, amended, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

17.13 **Costs and Expenses.** Except as otherwise specifically provided herein, Service Provider on the one hand, and Station Licensee on the other, will each pay its own costs and expenses (including attorneys’ fees, fees of advisors, accountants’ fees, and other professional

fees and expenses) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

17.14 ***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, 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 under this Agreement, 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.

17.15 ***No Third-Party Beneficiaries.*** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and permitted assigns, other than any person or entity entitled to indemnity under Section 15.

17.16 ***Counterparts.*** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including by facsimile or email in PDF or other image form, and shall become binding on the delivering Party upon receipt by the other Party.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

STATION LICENSEE:

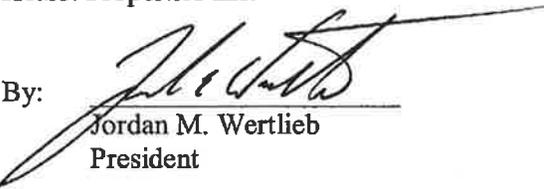
Greensboro TV, LLC

By: 

David A. Hanna
President

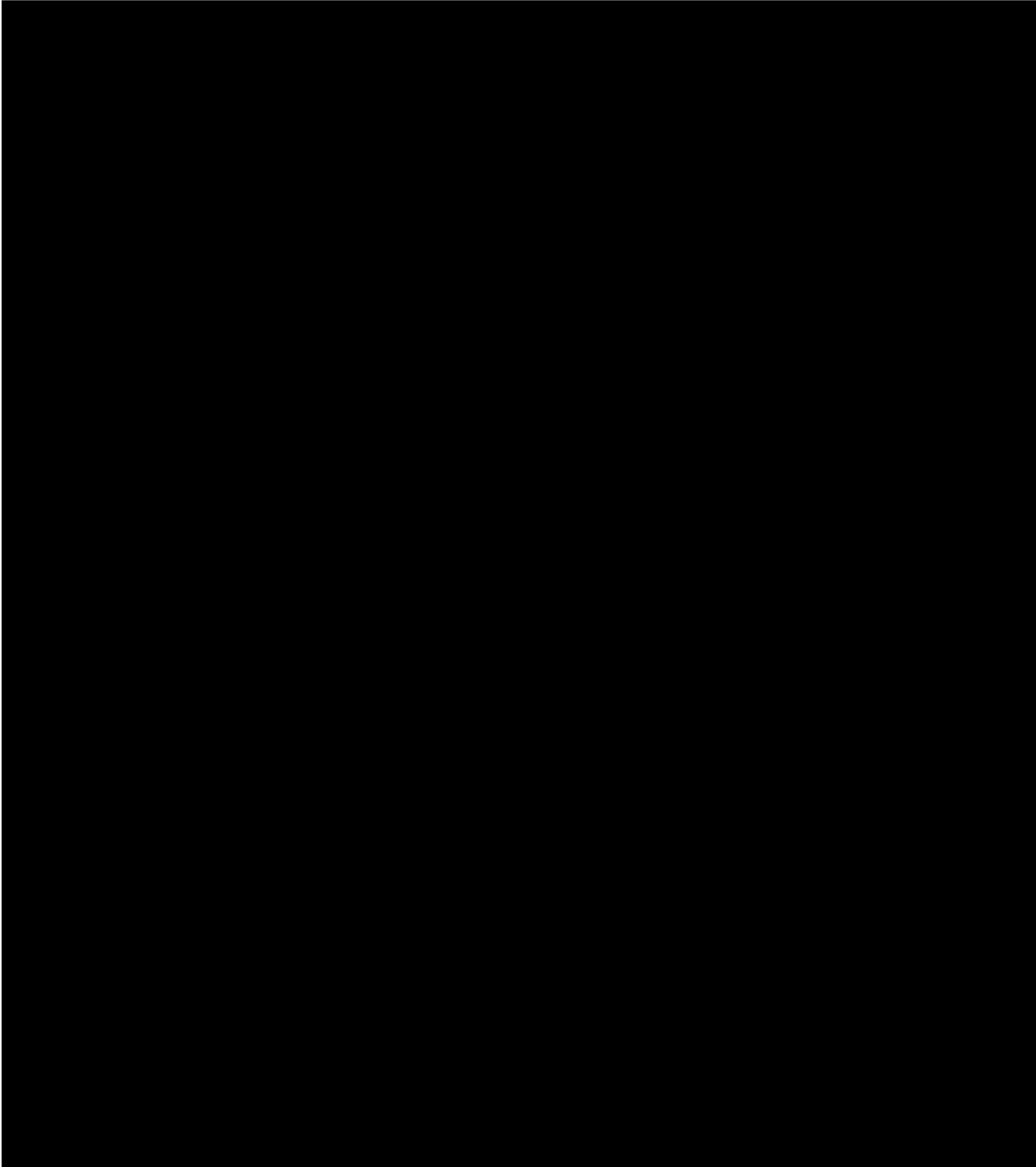
SERVICE PROVIDER:

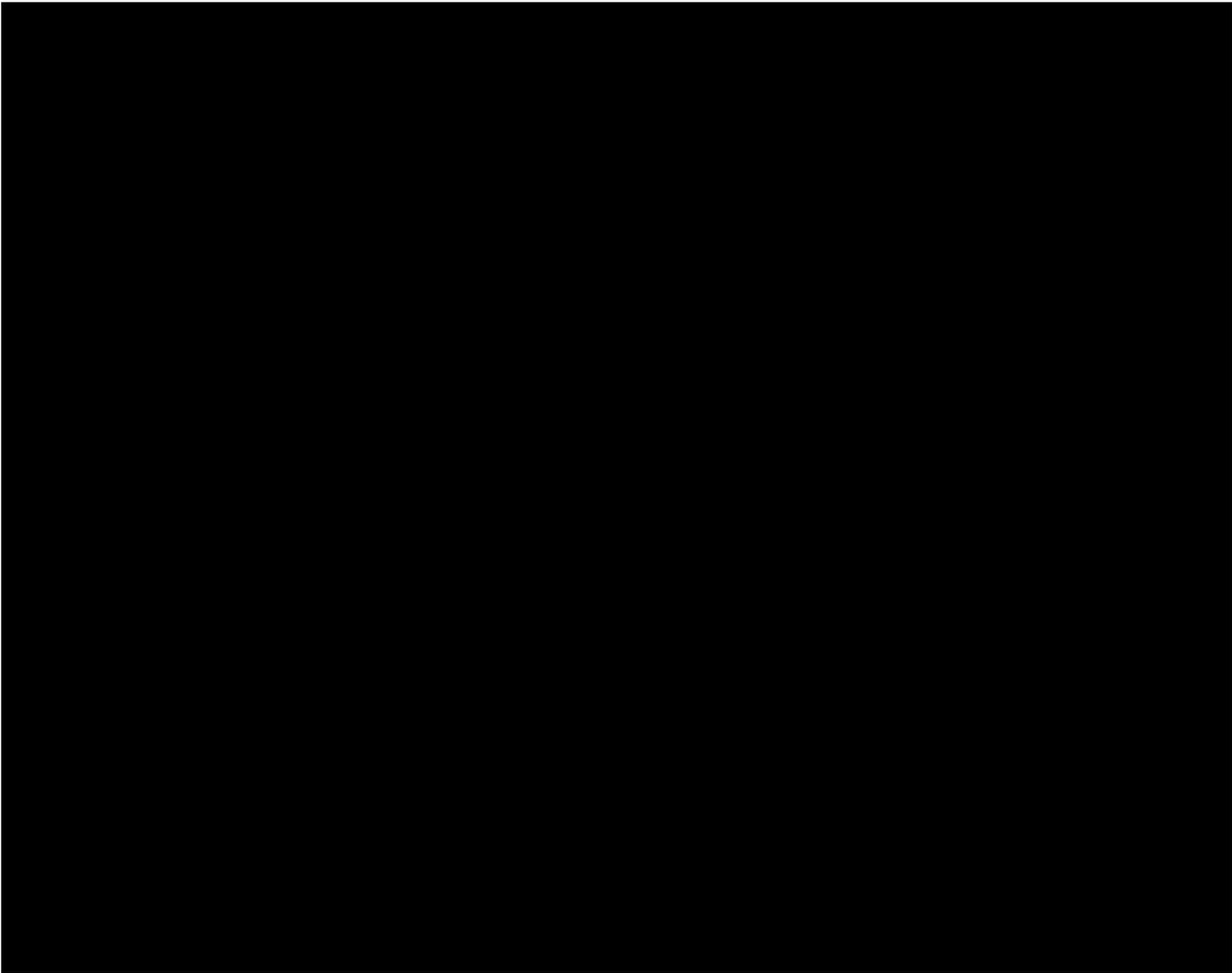
Hearst Properties Inc.

By: 

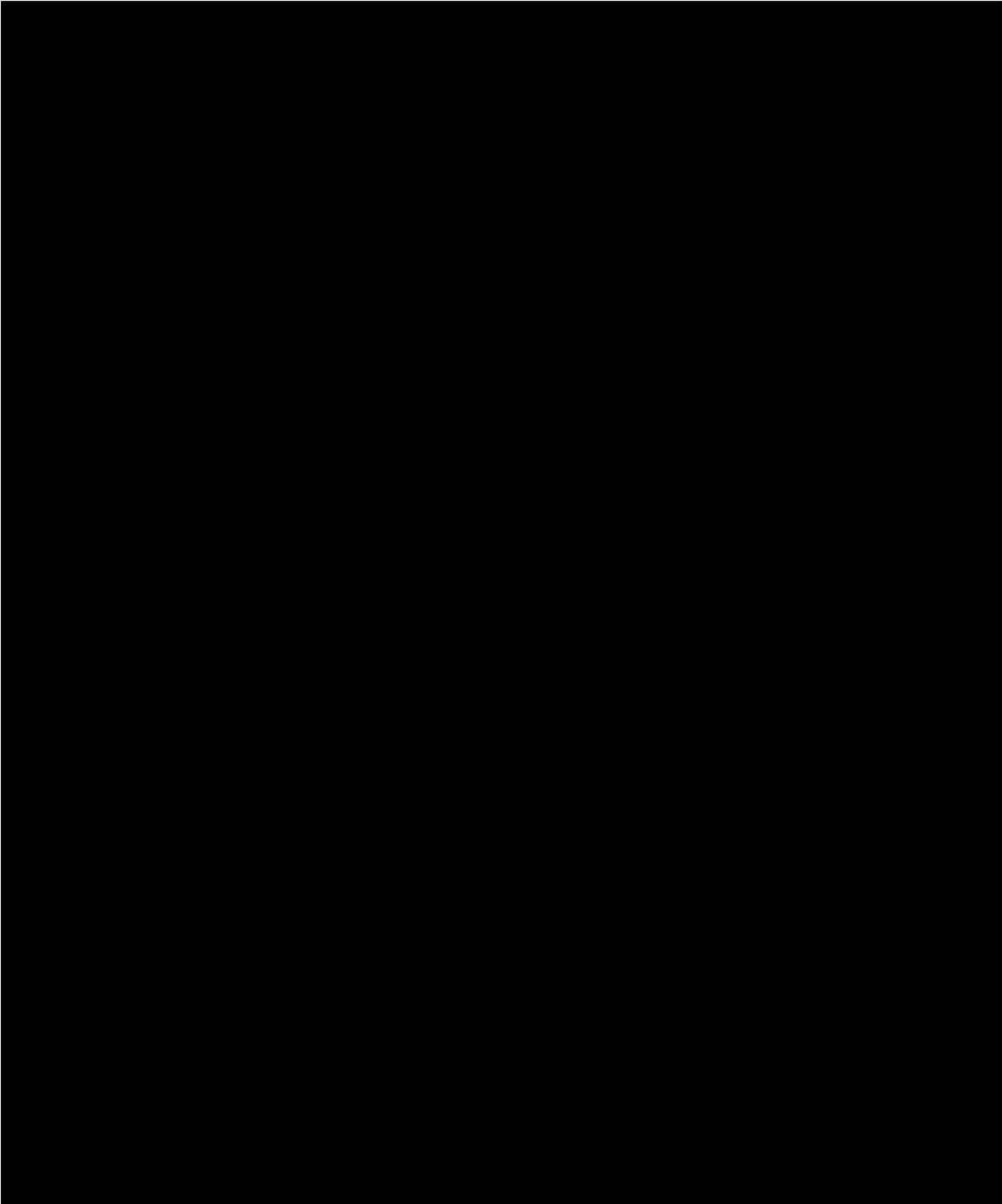
Jordan M. Wertlieb
President

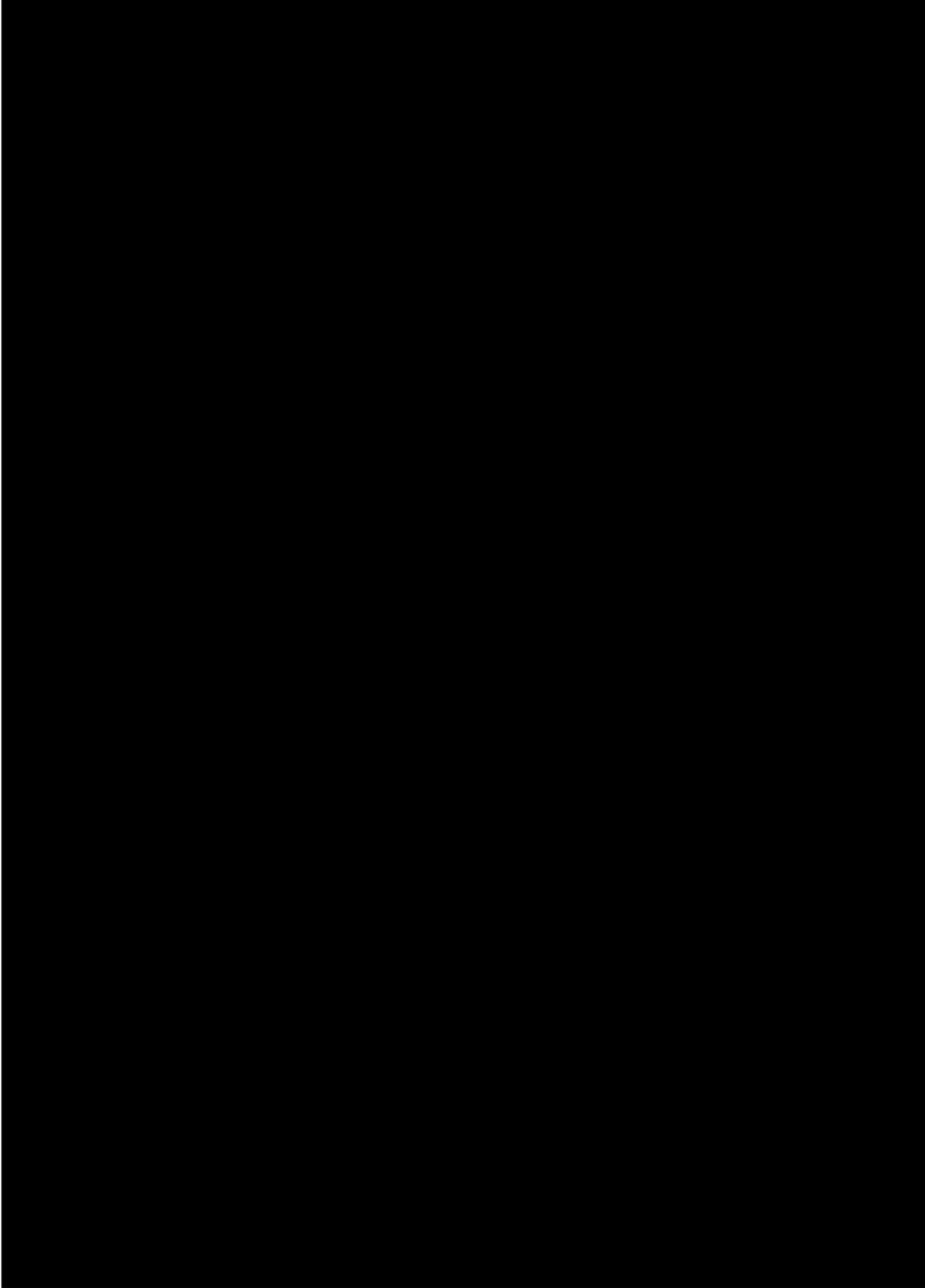
**SCHEDULE A
SERVICES FEES**

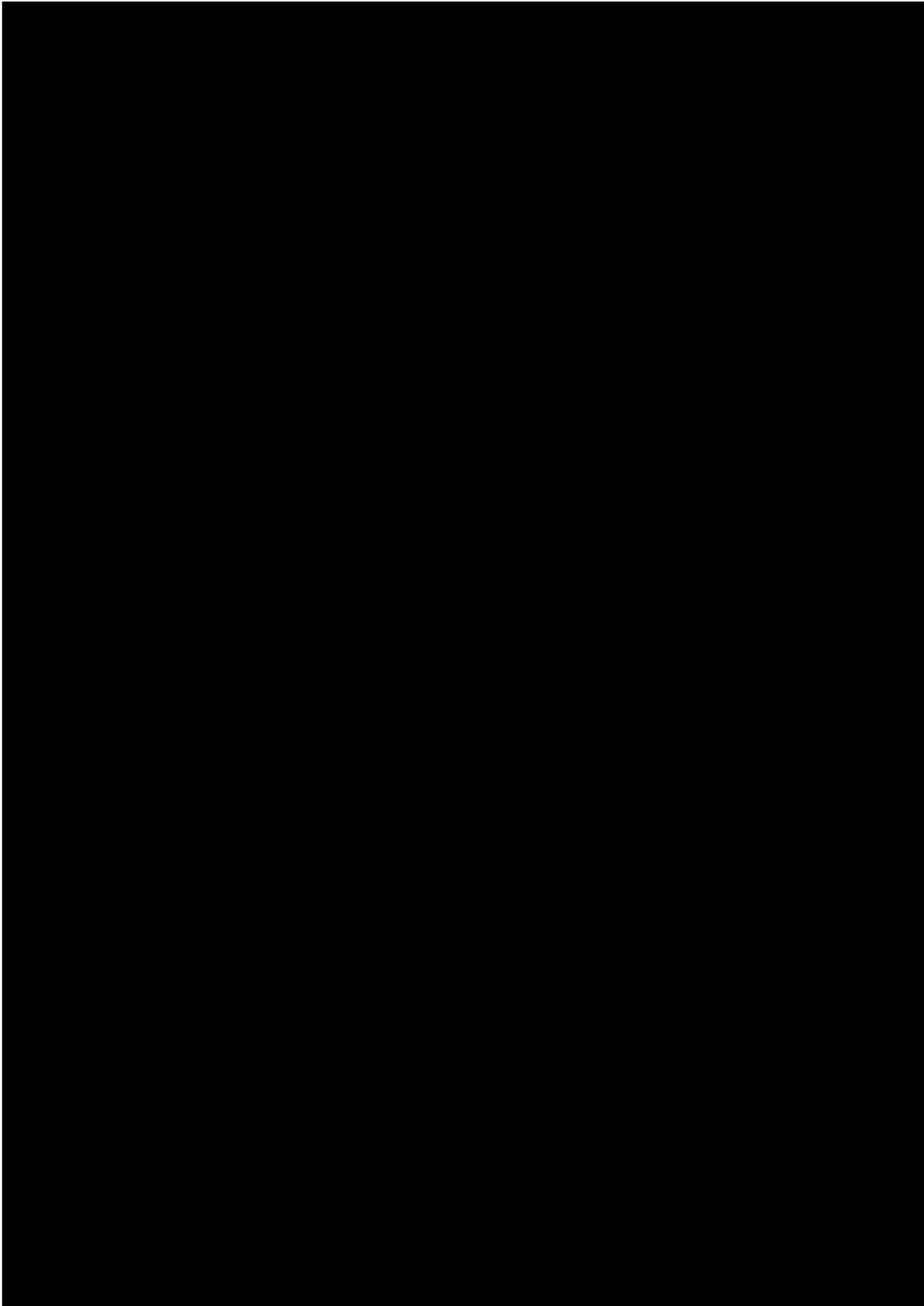




SCHEDULE 6.4
ADDITIONAL TERMS OF OFFICE LICENSE









SCHEDULE 17.4 NOTICES

If to Station Licensee:

Greensboro TV, LLC
220 Salters Creek Road
Hampton, VA 23661
Attention: David A. Hanna
Fax:

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

Fletcher, Heald & Hildreth
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Frank Jazzo
Phone: (703) 812-0400
Fax: (703) 812-0486

If to Service Provider:

Hearst Properties Inc.
c/o Hearst Television Inc.
300 West 57th Street
New York, New York 10019
Attention: Jordan M. Wertlieb
Fax:

and

The Hearst Corporation
300 West 57th Street
New York, New York 10019
Attention: General Counsel
Fax:

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

Brooks Pierce
150 Fayetteville Street, Suite 1700
Raleigh, NC 27601
Attention: Mark J. Prak
Phone: (919) 839-0300
Fax: (919) 839-0304