

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this "**Agreement**") is entered into as of October **3**, 2012 by and between Young Broadcasting of Lansing, Inc. ("**Service Provider**") and WLAJ-TV LLC, a Delaware limited liability company ("**Licensee**").

WITNESSETH:

WHEREAS, reference is made to that certain Asset Purchase Agreement, by and among Sinclair Television Group, Inc., Sinclair Communications, LLC and WLAJ Licensee, LLC (collectively, "**Seller**") and Licensee, dated as October __ (the "**Asset Purchase Agreement**"), pursuant to which Licensee, will acquire certain assets held by Seller in connection with its ownership and operation of television station WLAJ-TV, Lansing, MI (the "**Station**"), including the FCC licenses relating thereto;

WHEREAS, Service Provider is the owner of television station WLNS-TV, Lansing, MI (the "**Service Station**");

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, by providing certain technical, administrative and back-office and other business and promotional functions of the Station thereby helping the Station to serve the television viewing public in the market; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, the parties hereto are entering into that certain Joint Sales Agreement, dated as of the date hereof (the "**JSA**"), pursuant to which Service Provider (in accordance with the terms of the JSA) agrees to sell advertising and commercial time on the Station and provide certain local news and other programming (this Agreement, the JSA, the Option and the Letter Agreement (both hereinafter defined) and the other documents, agreements and instruments executed by the parties hereto and thereto in connection therewith, shall be collectively referred to as the "**Transaction Documents**").

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. **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 of 1934, as amended (the "**Communications Act**"), the rules and regulations of the FCC ("**FCC**") promulgated thereunder ("**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 ("**Applicable Law**"). The arrangements made pursuant to this Agreement will not be deemed to constitute "joint sales," "program services," "time brokerage," "local marketing," or similar arrangements, or a partnership, joint venture, or agency relationship between the parties, and no such arrangement will be deemed to give Service Provider any right to control the policies, operations, management or any other matter relating to the Station.

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

2.1 ***Senior Management Personnel.*** Licensee shall maintain for the Station sufficient personnel to comply with its obligations as a broadcast licensee under the FCC's Rules. Such personnel shall (a) include not less than one managerial employee, (b) be retained solely by, and report solely to, Licensee, and (c) have no involvement or responsibility with respect to the business and operation of the Service Station.

2.2 ***Programming.*** Licensee shall retain ultimate authority with respect to the selection and procurement of programming on the Station and in furtherance thereof, each of Licensee and Service Provider shall maintain for its own respective broadcast television station(s), including the Station and the Service Station, separate managerial and other personnel to carry out its selection and procurement of programming for its station(s).

3. ***Licensee's Retained Authority Concerning Station Carriage by MVPDs.*** Licensee shall retain the full authority (a) to make elections for must-carry or retransmission consent status, as permitted under the FCC Rules, and (b) to negotiate, execute, and deliver retransmission consent agreements with any cable television systems, direct-broadcast-satellite systems, local exchange carriers or other multichannel video programming distributors that distribute the signals of a television broadcast station ("**MVPD**"). Subject to the foregoing, 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 MVPDs in the Nielsen Designated Market Area that encompasses the Station ("**DMA**"). Notwithstanding anything contained herein or in any other agreement between the parties to the contrary, neither this Agreement, nor Service Provider's performance of its obligations hereunder, shall be deemed to make Service Provider a manager, owner, operator, programmer or agent of the Station or Licensee.

4. ***Access to Premises, Facilities and Equipment.*** Upon the Commencement Date (as such term is defined in the JSA) and during the Term (defined below), Service Provider shall make available to Licensee (a) such premises and facilities as may be reasonably necessary (i) to conduct broadcast operations from such location and establish the main studio of the Station at such location and (ii) for the employees of Licensee at the Station to conduct the applicable business and operations of the Station; provided, that all such access and use shall be pursuant to the terms and subject to the conditions set forth in *Exhibit I* attached hereto (the "**Studio Lease**") and (b) the use of, certain tangible personal property with respect to the Station or Service Station sufficient to ensure and enable Licensee to conduct broadcast operations of the Station consistent with, and pursuant to, the FCC Rules and the Communications Act.

5. ***Shared Services.*** Subject to Licensee's ultimate supervision and control, Service Provider agrees to provide to Licensee the following services to support the operation of the Station; provided, that such supervision and control shall not be deemed to permit 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:

5.1 ***Technical Services.***

(a) Commencing on the Commencement Date, Service Provider shall perform monitoring and maintenance of the Station's technical equipment and facilities and, upon the request of Licensee, shall assist Licensee with the installation, repair, maintenance and replacement of the Station's equipment and facilities and otherwise assist in the performance of Licensee's obligations under Section 5.1 of the JSA; provided, however, subject to the obligations of Service Provider pursuant to Section 5.2 of the JSA, Licensee shall be responsible for all capital and equipment replacement expenditures.

(b) Commencing on the Commencement Date, Service Provider shall make available to Licensee, on an independent contractor basis, a staff engineer employed by Service Provider to assist the chief operator for the Station in fulfilling its duties as specified by the FCC Rules.

5.2 *Promotional and Other Services.* Service Provider shall be responsible for the promotion of the Station; provided, however, that Licensee shall have the right to supplement the promotional efforts undertaken by Service Provider, but shall coordinate such efforts with Service Provider to maintain image consistency with Service Provider's promotional efforts. Service Provider shall (a) maintain and operate a website associated with the Station, whether (i) the current website for the Station (and its corresponding domain name) or (ii) another website (and other domain name) that is prominently associated with the Station, or (b) combine the current Station website with a website for the Service Station and be operated as a single website for the Station and the Service Station or otherwise include in the navigation structure of each such website for the Station and the Service Station links and navigation to such other site.

5.3 *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 traffic, the collection of accounts receivable in a manner consistent with Service Provider's own practices, and payroll and other similar, related services

5.4 *Use of, and Access to, Towers, Facilities and Equipment.* Service Provider shall make available to Licensee, including its employees and agents, the right of access to, and use of such towers and related real property and certain tangible personal property owned or leased by Service Provider with respect to the Station in the ordinary course of business and otherwise to an extent and in a manner sufficient to ensure and enable Licensee to conduct broadcast operations of the Station consistent with, and pursuant to, the FCC Rules; *provided* that to the extent any tower facility is subject to the terms of a third-party lease, such access hereunder shall be subject in all respects to the terms and conditions of such lease.

6. *Services Fee.* In consideration for the services to be provided to Licensee by Service Provider pursuant to this Agreement, Licensee shall pay to Service Provider with respect to each calendar month during the term of this Agreement an amount equal to the sum of the Base SSA Amount and the Performance Bonus, if any, as such terms are defined in, and in accordance with, *Schedule II* hereto (collectively, (the, "**Services Fee**"). The Services Fee will be payable monthly, in arrears, as set forth in *Schedule II* hereto and will be prorated on a daily basis for the first and last months during which this Agreement is in effect. The payment of the Services Fee hereunder shall be due and payable upon, and subject to, the payments due in respect of such calendar month under the JSA.

7. ***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.

8. ***Term of Agreement.***

8.1 ***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 12 below.

8.2 ***Renewal Term.*** This Agreement shall be renewed automatically without any further action by the parties hereto if the JSA is renewed in accordance with its terms and shall remain in full force and effect until the JSA is terminated in accordance with its terms (the Initial Term and any such renewal term hereinafter referred to as the "**Term**").

9. ***Representations and Warranties of Licensee.*** Licensee represents and warrants to Service Provider as follows:

9.1 ***Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by 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 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.

9.2 ***Absence of Conflicting Agreements or Consents.*** The execution, delivery, and performance by 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 Licensee; (b) to the actual knowledge of 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 Licensee; 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 Licensee is a party or by which it is bound as of the date of this Agreement.

10. ***Representations and Warranties of Service Provider.*** Service Provider represents and warrants to Licensee as follows:

10.1 ***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.

10.2 *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 organizational 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 of this Agreement.

11. ***Insurance.*** Licensee shall maintain in effect policies of insurance insuring the assets and the business of the Station pursuant to the terms, and subject to the conditions, of the JSA.

12. ***Termination.***

12.1 *Mutual Agreement.* This Agreement may be terminated at any time by mutual agreement of the parties. This Agreement shall terminate as of the time immediately following the Option Closing (as such term is defined in the Option Agreement, dated as of the date hereof, by and between Licensee and Service Provider, as such agreement may be amended from time to time pursuant to the terms thereof (the "**Option**").

12.2 *Automatic Termination.* This Agreement shall terminate automatically without any further action by the parties upon the termination of the JSA in accordance with its terms.

12.3 *Certain Matters Upon Termination.* No expiration or termination of this Agreement shall terminate the obligations of any party hereto to indemnify any other party for 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 under Section 13 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 or expiration.

13. ***Indemnification.*** After the Commencement Date, the indemnification provided by Article 8 of the JSA, the terms and conditions of which are hereby incorporated by reference and made be a part hereof, shall be the sole and exclusive remedy of Licensee and Service Provider against the other party 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 neither this Section 13 nor Section 8.4 of the JSA shall prohibit (a) injunctive relief (including specific performance) pursuant to Section 20 if available under Applicable Law, (b) termination of this Agreement pursuant to Section 12 above, or (c) any other remedy available at law or in equity for any fraud committed in connection with this Agreement.

14. **Force Majeure.** Any delay or interruption in the broadcast operation of the Station, 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.

15. **Unenforceability.** Section 9.7 of the JSA is hereby incorporated by reference and made a part hereof.

16. **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be given in accordance with Section 9.8 of the JSA.

17. **Assignment; Binding Agreement.** Neither party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other. Notwithstanding anything to the contrary contained herein, each party shall assign its rights and obligations under this Agreement to any Person to whom it assigns its respective rights and obligations under the JSA. Upon any assignment of this Agreement, Licensee shall pay, or shall cause to be paid, all amounts accrued and owing to Service Provider as of the consummation date of such assignment. 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 any party hereto shall be a "party" to this Agreement for all purposes hereof.

18. **Entire Agreement; Amendment; Waiver.** This Agreement and any attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof), the JSA, the Option Agreement that certain Letter Agreement, dated as of the date hereof, by and among Service Provider and Licensee and certain of its affiliates (the "**Letter 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 Transaction Documents, the parties acknowledge and agree that Service Provider may offset any amount owed by Licensee to Service Provider pursuant to this Agreement as a credit against any amount owed by Service Provider to Licensee pursuant to any other Transaction Document. 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.

19. **Governing Law.** 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.

20. **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 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.

21. **Confidentiality.** 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 shall 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.

22. **Press Release.** Section 9.6 of the JSA is hereby incorporated by reference and made a part hereof.

23. **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.

24. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. This Agreement shall be legally binding and effective upon delivery of facsimile signatures.

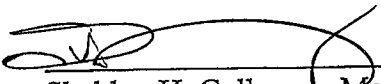
25. **Captions.** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed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

26. **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.

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

LICENSEE:
WLAJ-TV LLC

By: 
Sheldon H. Galloway, Manager

SERVICE PROVIDER:
Young Broadcasting of Lansing, Inc.

By: _____
Name: _____
Title: _____

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

LICENSEE:
WLAJ-TV LLC

By: _____
Sheldon H. Galloway, Manager

SERVICE PROVIDER:
Young Broadcasting of Lansing, Inc.

By: _____
Name: *Chris Esenhardt*
Title: *VP, Treasurer, Secretary and Controller*

SCHEDULE I STUDIO LEASE

Pursuant to the terms and subject to the conditions of this Agreement, Service Provider shall provide Licensee with office space, equipment, and furnishings in the studio and business facilities of the Service Station (the “**Service Provider Premises**”) as follows:

1. During the Term, Service Provider shall provide to Licensee’s employees and agents, at no additional cost, the non-exclusive right, in common with Service Provider, to access and use of space and facilities in the applicable Service Provider Premises, including (a) accommodation of Licensee’s studio transmitter links from time to time, and (b) (i) furnishings and office equipment for a main studio for the Station and (ii) sufficient space to permit Licensee to maintain and make available to the public the Station’s public inspection file and otherwise satisfy the applicable “main studio” requirements under the FCC Rules at such locations in or near the Service Provider Premises, the grant of such rights as may be mutually acceptable to Service Provider and Licensee and in accordance with the FCC Rules, so long as the provision of such space and the use of such equipment do not unreasonably interfere with the conduct of Service Provider’s business or operations. Licensee acknowledges and agrees that (y) it inspected and accepts the Service Provider Premises in their “as is” condition, without any representations or warranties by Service Provider as to the present or future condition of such Service Provider Premises, except as specifically set forth in this Agreement; and (z) Service Provider shall have no obligation to perform any work therein, except as specifically set forth in this Agreement.

2. During the Term, Service Provider shall give Licensee and its agents a nonexclusive and unrestricted right of access, in common with Service Provider, to the space provided for Licensee at the Service Provider Premises herein at all times, subject only to Service Provider’s reasonable security procedures and rules applicable to its own employees, as the Licensee reasonably requires for the conduct of the business of the Station and to fulfill its obligations as an FCC licensee. Licensee shall not use the Service Provider Premises for any other purposes without the prior written consent of Service Provider. Licensee shall use and occupy the Service Provider Premises in compliance with all Applicable Laws, ordinances, requirements and regulations of any applicable governmental authority and in accordance with all superior leases, mortgages, deeds of trust and encumbrances of record. The rights granted under this section shall include the incidental benefit and reasonable right of use of utilities (heat, water, electricity) provided for purposes of Service Provider’s own operations. In addition, Service Provider shall provide separate and, to the extent reasonably practicable, lockable office facilities for use by Station Employees and, subject to Service Provider’s reasonable prior approval, shall permit Licensee to install appropriate signs on the inside and outside of the Service Provider Premises (consistent with applicable local requirements governing such signage, if any, and the overall appearance of the Service Provider Premises) identifying Licensee as the licensee of the Station. No alterations or additions may be made to the Service Provider Premises without the prior written consent of Service Provider, in its sole and absolute discretion, except as otherwise permitted under the Agreement.

3. Licensee shall be given a transition period (“**Transition-Tail Period**”) of ninety (90) days following the expiration or notice of termination of this Agreement in which to

relocate the operations of the main studio of the Station and shall surrender the Service Provider Premises at such time in substantially the same condition as Licensee received such Service Provider Premises upon commencement of the Initial Term (including removing all signage installed by Licensee), subject only to reasonable wear and tear. All costs incurred by Licensee with respect to relocating the operations of the main studio of the Station following such termination shall be paid by Licensee. During such Transition-Tail Period, Licensee shall have access to the Service Provider Premises in the same manner as during the Term. Such Transition-Tail Period may be lengthened upon such terms and conditions as may be mutually agreeable to the parties in writing. If Licensee holds over beyond the expiration of the Transition-Tail Period, then, in addition to all other rights and remedies of Service Provider provided by Applicable Law or by the terms of this Agreement, Licensee shall pay to Service Provider an amount equal to the Services Fee last payable by Licensee under this Agreement prior to termination of this Agreement, pro rated as a monthly amount, for each month or partial month of such holdover; provided, that, in such event, at any time, Service Provider, without waiving any other remedy that it may have, may use legal process to enter upon, take possession of the Service Provider Premises and expel or remove Licensee and any other person in occupancy thereof from the Studio Facility. Nothing contained in this Agreement shall be deemed a consent by Service Provider to the holding over by Licensee, nor a waiver of any other remedy which may be available to Service Provider. The obligations of Licensee under this Section 3 shall survive the termination of this Agreement.

4. Licensee shall not assign its rights under this Studio Lease or sublet or permit the occupancy or use of Service Provider Premises by any Person or entity other than Licensee, except as otherwise permitted under this Agreement.

5. Without the necessity of any additional document being executed by Licensee for the purpose of effecting a subordination, this Agreement shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Service Provider Premises, Licensee's interest or estate in the Service Provider Premises, or any ground or underlying lease; provided, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Licensee's interest in this Agreement be superior to any such instrument, then, by notice to Licensee, this Agreement shall be deemed superior, whether this Agreement was executed before or after said instrument. Notwithstanding the foregoing, Licensee covenants and agrees to execute and deliver within ten (10) days of delivery of Service Provider's request such further instruments evidencing such subordination or superiority of this Agreement as may be required by Service Provider. Within ten (10) days following delivery of any written request which Service Provider may make from time to time, Licensee shall execute and deliver to Service Provider or mortgagee or prospective mortgagee a sworn statement certifying such matters as may be requested by Service Provider.

6. With respect to any Service Provider Premises that are subject to a lease agreement with a third party, Licensee's rights under this Studio Lease shall automatically terminate upon the termination for any reason (including by reason of casualty or condemnation) of any superior lease for the Service Provider Premises. Licensee shall occupy the Service Provider Premises in compliance with any superior lease. Licensee shall have no rights under the superior lease for the Service Provider Premises, including any assignment or subletting,

extension, renewal, first offer or purchase rights. Service Provider shall not be responsible for the failure of lessor or other counterparty to the superior lease for the Service Provider Premises to provide any services or utilities or access to the Service Provider Premises; provided, that to the extent of any failure of services, utilities or access, Service Provider shall use reasonable efforts to obtain such services, utilities or access from its landlord.

SCHEDULE II SHARED SERVICES FEE

For each calendar month during the Term, Licensee shall pay, or shall cause to be paid, to Service Provider the Services Fee, consisting of sum of the Base SSA Amount and a performance bonus (the “**Performance Bonus**”), if any. The Performance Bonus, if any, shall be determined as set forth in this Schedule II.

1. Base SSA Amount. The Base SSA Amount shall be an amount equal to Fifty Thousand Dollars (\$50,000.00) per month.

2. Performance Bonus. To the degree that 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 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 Licensee.

3. Administration and Payment of Services Fee. No later than the fifteenth (15th) day of each calendar month during the Term, Service Provider shall deliver to Licensee a statement (the “**Monthly Statement**”) setting forth the total aggregate amount of Net Sales Revenue (as such term is defined in the JSA) for the preceding calendar month. Except as the parties may otherwise agree, the Services Fee shall be due and payable within five (5) business days of receipt by Licensee of such Monthly Statement and shall be subject to prior delivery and payment of the Licensee Revenue Share (as defined in the JSA) for such month. Solely in the event that Licensee shall determine, in its sole discretion, in accordance with Section 2 above of this Schedule II, that a Performance Bonus shall be payable in respect of a given month, 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 (y) to the extent reasonably practicable with the Services Fee or (z) at such other time as Licensee shall reasonably determine. In order to promote the administration of the payment obligations between the parties under this Agreement and the JSA (individually and collectively, the “**Principal Agreements**”), the parties agree that (a) the amounts due and payable by one party under any of the Principal Agreements may be offset against any outstanding payment obligation by the other party under any of the Principal Agreements; and (b) to the extent reasonably practicable, Service Provider shall deliver to Licensee in connection with the payment of the Services Fee a single statement reflecting the respective payment obligations of the parties under each of the Principal Agreements, which statement shall reflect any offsetting amounts.