

SHARED SERVICES AGREEMENT

This **SHARED SERVICES AGREEMENT** (“Agreement”) entered into as of [DATE] by and between **SAGAMOREHILL OF MISSOURI, LLC** a Delaware limited liability company (together with its successors and permitted assigns, “Sagamore”), and **QUEENB TELEVISION OF KANSAS/MISSOURI, LLC**, a Kansas limited liability company (together with its successors and permitted assigns, “QueenB”), Sagamore and QueenB referred to collectively as the “Parties” and each a “Party.”

WHEREAS, Sagamore owns and operates, and its subsidiary, SagamoreHill of Missouri Licenses, LLC, a Delaware limited liability company, is licensee of, television station KFJX(TV), Pittsburg, Kansas (“SH Station”);

WHEREAS, QueenB is the owner and licensee of television station KOAM-TV, Pittsburg, Kansas (“QueenB Station”) and QueenB and its parents and affiliates own and operate other television stations; and

WHEREAS, SH Station and QueenB Station are collectively referred to as the “Stations;”

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. SHARING ARRANGEMENTS GENERALLY. From time to time, QueenB and Sagamore may agree to share the costs of certain services and procurements that they individually require in connection with the operation of the Stations. Such sharing arrangements may take the form of the performance of certain functions relating to the operation of one Station by employees of the operator of the other Station (subject in all events to the supervision and control of personnel of the operator of the Station to which such functions relate), or may be otherwise structured, and will be governed by terms and conditions upon which QueenB and Sagamore may agree from time to time. Such sharing arrangements may include the co-location of the studio, non-managerial administrative and/or master control and technical facilities of the Stations and the sharing of grounds keeping, maintenance, security and other services relating to those facilities. In performing services under any such sharing arrangement (including those described in Section 4), personnel of one Party will be afforded access to, and have the right to utilize, without charge, assets and properties of the other Party to the extent necessary or desirable in the performance of such services. Any and all sharing of services and procurements under this Section 1 shall be subject to and consistent with all other provisions of this Agreement, including Section 3 hereof.

2. CERTAIN SERVICES NOT TO BE SHARED.

(a) Senior Management and Personnel. At all times, each Station will retain its own independent management (including general manager). Such personnel will (i) be retained solely by the Party that is directly or indirectly the FCC licensee of such Station and will report

solely to such Party, and (ii) have no responsibility to the other Party in respect of the operation of the other Station.

(b) **Programming and Sales.** Each Party will maintain for its own Station separate managerial and other personnel to carry out the selection and procurement of programming for such Station, and in no event will the Parties or the Stations share services, personnel, or information pertaining to such matters, except as set forth in Section 4(f) below. In addition, Sagamore and QueenB have entered into an Agreement for the Sale of Commercial Time of even date herewith (“TSA”) pursuant to which QueenB has the right to sell advertising and commercial time on SH Station.

3. GENERAL PRINCIPLES GOVERNING SHARING ARRANGEMENTS.

All 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 rules, regulations and policies of the Federal Communications Commission (the “FCC”), as in effect from time to time (the “FCC Rules and Regulations”), and all other applicable laws. 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 or the Stations, and no such arrangement will be deemed to give either Party any right to control the policies, operations, management or any other matter relating to the Station operated by the other Party.

4. CERTAIN SPECIFIC SHARING ARRANGEMENTS. In furtherance of the general agreements set forth in Sections 1 through 3 above, QueenB and Sagamore have agreed as follows with respect to the sharing of certain services provided in the ordinary course of business:

(a) **Execution of Promotional Policies.** Subject to direction and control by Sagamore management personnel, QueenB personnel will implement and execute the promotional policy for SH Station. Such implementation and execution will include such tasks as graphic design, production and media placement for the promotion of SH Station’s products and services.

(b) **Continuity and Traffic Support.** Subject to direction and control by management personnel of Sagamore, QueenB personnel may carry out back-office and non-managerial services, continuity, and such other tasks necessary to support traffic functions of SH Station.

(c) **Master Control.** Master control operators and related employees of QueenB may carry out master control functions for SH Station subject to the direction and control of Sagamore.

(d) **Technical Facilities Maintenance.** Subject to direction and control by Sagamore management personnel, QueenB personnel will maintain and provide routine repair (as needed) of the technical facilities of SH Station.

(e) **Tower and Transmitter Building Space; Office and Studio Space.** QueenB will provide tower and transmitters building space, transmitter equipment and office and studio space for SH Station pursuant to a separate Transmitter Equipment, Studio and Office Lease

Agreement executed by the Parties as of the date hereof in customary form, and otherwise in form and substance reasonably satisfactory to the parties (the "Lease").

(f) **Newscast Production**. Subject to the supervision and control of Sagamore, QueenB will utilize both its personnel and facilities to provide regular live-feed newscasts for broadcast on SH Station; provided, however, that such newscasts shall not comprise more than fifteen percent (15%) (by duration) of the programming broadcast on SH Station during any broadcast week. QueenB shall use reasonable efforts to provide such newscasts that are of a quality appropriate to SH Station's market. Notwithstanding the foregoing, QueenB expressly acknowledges and agrees that Sagamore, as licensee of SH Station, retains the right to interrupt, preempt or delete all or any portion of the newscasts to be provided by QueenB.

(g) **Services Fee**. In consideration for the specific services to be provided to SH Station by QueenB as set forth in this Section 4 in the ordinary course of business, Sagamore will pay to QueenB the following:

(i) an amount (the "Monthly Services Fee") equal to \$50,000 per month;

(ii) the cost of providing any additional services or extraordinary services outside the ordinary course of business as requested by Sagamore, plus a reasonable markup for administrative costs (the "Additional Services Fee"); and

(iii) and any out of pocket expenses (or pro ration thereof) for (x) equipment dedicated primarily to the use of, or procured on behalf of, Sagamore or (y) third party services procured on behalf of Sagamore, each to the extent requested by Sagamore, in connection with the services provided pursuant to this Agreement (the "Expenses," and together with the Monthly Services Fee and Additional Services Fee, the "Services Fee").

The Monthly Services Fee will be payable on the first day of each month, in arrears, from and after the month during which this Agreement is executed, and will be prorated on a daily basis for first and last months during which the sharing arrangements described in Sections 4(a) through 4(f) are in effect. Any Additional Services Fee or Expenses will be payable no less than fifteen (15) days after QueenB has provided Sagamore an invoice therefor at the same time as the next applicable Monthly Services Fee or as otherwise determined by the Parties.

In the event that in any month the revenues of the SH Station are insufficient, after the payment of Operating Expenses, to pay all or any portion of the Services Fee, Sagamore shall pay over to QueenB the portion of such Services Fee corresponding to available net revenues, and the outstanding portion of such Services Fee shall accrue and apply to the subsequent month, subject to the application of the provisions of this Section 4(g) to such subsequent month. "Operating Expenses" shall mean all operating costs of the SH Station (excluding those costs to be borne by QueenB as set forth in this Agreement), including the cost of electricity, other utilities and rental or other payments with respect to any real property leased by Sagamore, taxes, and the salaries, insurance, and other costs for all personnel employed by Sagamore.

(h) **Extraordinary Services.** Sagamore may from time to time request that QueenB provide services similar to those set forth in Sections 4(a) through 4(f) outside the ordinary course of business (including without limitation unexpected or non-routine maintenance; production of additional newscasts or other non-recurring programming; upgrades of technical, master control or studio facilities; etc.); additional tower, transmitter facility, office or studio space; or other services; provided, however, that all such services provided shall at all times conform with the terms and conditions of this Agreement, including without limitation Sections 1 through 3. The costs of such additional services shall be billed as set forth in Section 4(g).

(i) **Service Standards.** QueenB shall perform the services required hereunder in a manner that complies in all material respects with the Act, all other applicable laws and regulations and generally accepted broadcast industry standards.

5. INDEMNIFICATION; INSURANCE.

(a) **By QueenB.** QueenB shall indemnify and hold Sagamore and its officers, members, managers, agents, and employees harmless against any claim, loss, cost, damages or liability (each, a “Loss”), including without limitation for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights, resulting from or relating in any manner to this Agreement or the services or other material furnished by QueenB, including without limitation for any fine or forfeiture imposed by the FCC relating to any content or material furnished by QueenB or any conduct of QueenB (including omissions); provided that such Loss was not the result of direction provided by Sagamore.

(b) **By Sagamore.** Sagamore shall indemnify and hold QueenB and its officers, directors, stockholders, agents and employees harmless against any Loss for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to programming or other material furnished by Sagamore for broadcast on SH Station, along with any fine or forfeiture imposed by the FCC because of the content of such material or the conduct of Sagamore or its employees, and any breach of this Agreement by Sagamore.

(c) **General.** Indemnification shall include all liability, costs, and expenses, including reasonable counsel fees (at trial and on appeal). The indemnification obligations under this Section shall survive any termination of this Agreement. Each party shall give the other reasonably prompt notice of any matter subject to indemnification under this paragraph, provided that no failure to give any such notice as set forth in this sentence shall limit the obligation of the indemnifying party, except to the extent such failure results in prejudice to the indemnifying party. The obligation of each party to indemnify is conditioned upon the reasonable cooperation of the claiming party in defending against the claim. The party responsible for indemnification shall select counsel and control the defense, subject to the indemnified party’s reasonable approval, provided, however, that no claim may be settled by an indemnifying party without the consent of the indemnified party, and provided further, that if an indemnifying party and a claimant agree on a settlement and the indemnified party rejects the settlement unreasonably, the indemnifying party’s liability will be limited to the amounts the claimant agreed to accept in settlement. Notwithstanding anything to the contrary contained herein, in no event shall any party hereto be

liable for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with applicable law.

(d) Insurance. QueenB and Sagamore shall each carry (i) comprehensive general liability insurance with reputable companies covering their activities under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000); (ii) worker's compensation and/or disability insurance; and (iii) libel/defamation/First Amendment liability insurance, with a deductible of no more than \$100,000. Each Party will name the other party as an additional insured on these policies.

6. TERM OF SHARING ARRANGEMENTS. The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is two (2) years. Unless otherwise terminated by either Party, the term of this Agreement shall be extended for an additional two (2) year term. Either Party may terminate this Agreement at the end of the initial two year term by delivering six months prior written notice to the other. Notwithstanding the foregoing, the sharing arrangements contemplated by this Agreement will terminate (i) upon the consummation of the sale of assets of Sagamore relating to SH Station to QueenB, or an assignee of QueenB, under the terms of a certain Option Agreement (the "Option Agreement") entered into by Sagamore and QueenB or an affiliate of QueenB (the "Optionee"), or (ii) if the assets of Sagamore relating to SH Station are sold to a party other than the Optionee (in any case, the date upon which such termination occurs being the "Cessation Date"). No termination of this Agreement pursuant to this Section 6 will affect Sagamore's duty to pay any Services Fee accrued prior to the effective date of that termination.

7. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this Agreement:

(a) Non-Payment. Sagamore's failure to remit to QueenB any payment described in Section 4 above in a timely manner.

(b) Default in Covenants. The default by either Party in the material observance or performance of any material covenant, condition, or agreement contained herein or in the Lease, or if any material representation or warranty herein made by such Party to the other herein or in the Lease shall prove to have been false or misleading as of the time made.

(c) Event of Default under TSA. An Event of Default under the TSA that has not been cured within the time period stated therein.

(d) Option Default. A default of obligations under the Option Agreement that has not been cured within the time period stated therein

8. Cure Period and Termination upon Default. An Event of Default shall not be deemed to have occurred until ten (10) business days after the nondefaulting party has provided the defaulting party with written notice specifying the event or events which if not cured would constitute an Event of Default and specifying the actions necessary to cure within such ten-day period. Either Party may terminate this agreement upon notice to the other Party in the event the other Party is responsible for an Event of Default; provided that no such termination shall relieve any Party of its obligations arising prior to such termination.

9. POST-TERMINATION SERVICES. Upon the termination of this Agreement for any reason, if requested by Sagamore in writing, QueenB agrees to continue for a period of six (6) months following such termination to provide Sagamore with office and studio space as set forth in Section 4(e) above. Furthermore, QueenB agrees to continue to provide Sagamore with such office and studio space at all times during the term of this Agreement, even if there are disputes between the parties regarding compliance with the terms of this Agreement.

10. FORCE MAJEURE. If a *force majeure* event such as a strike, labor dispute, fire, flood or other act of God, failure or delay of technical equipment, war, public disaster, or other reason beyond the cause or control of QueenB or Sagamore prevents such Party or its personnel from performing tasks which it is required to perform under this Agreement during any period of time, then such failure will not be a breach of this Agreement and such Party will be excused from such performance during that time.

11. SEVERABILITY. If any provision 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 provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity 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. 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 (i) the validity of any provision of this Agreement or (ii) whether or not a Party would be in violation of any FCC rule or policy as a result of such Party's compliance with any provision of this Agreement, the Parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules and Regulations, while attempting to preserve the intent of the Parties as embodied in the provisions of this Agreement. The Parties agree that, upon the request of either of them, they will join in requesting the 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, then either party may terminate this Agreement upon written notice to the other. Upon such termination, Sagamore shall pay to QueenB all accrued and unpaid Service Fees and each Party shall be relieved of any further obligations, one to the other, provided that no such termination shall in any way limit or otherwise affect the Lease, which shall remain in full force and effect pursuant to their terms despite such termination.

12. AMENDMENT AND WAIVER. This Agreement may be amended and any provision of this Agreement may be waived; *provided* that any such amendment or waiver will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party.

13. NOTICES. All notices, demands and other communications given or delivered under this Agreement will be in writing and will be deemed to have been given when personally delivered, delivered by express courier service or delivered by facsimile machine with confirmation of receipt. Notices, demands and communications to QueenB or Sagamore will, unless specified differently in writing, be sent to as indicated below:

To Sagamore: SagamoreHill of Missouri, LLC
525 Blackburn Drive
Augusta, GA 30907
Attention: Louis S. Wall
Telephone: 706-922-5644
Facsimile: 706-534-5810

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

Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Attention: Robert D. Benton
Telephone: 202-719-7142
Facsimile: 202-719-7049

To QueenB: c/o Evening Telegram Company d/b/a Morgan Murphy Media
7025 Raymond Road
Madison, WI 53719
Attention: Brian R. Burns
Telephone: [_____]
Facsimile: [_____]

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

Richard Burns, Esq.
VP of Business Affairs and General Counsel
6227 E. Villa Cassandra Way
Cave Creek, AZ 85331
Telephone: [_____]
Facsimile: 480-488-7443

14. SUCCESSORS AND ASSIGNS. Neither party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other; however, such consent shall not be unreasonably withheld. 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. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

15. STRICT CONSTRUCTION. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

16. 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. GOVERNING LAW; ENTIRE AGREEMENT. This Agreement shall be construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. This Agreement, the TSA, the Lease and the Option Agreement embody the entire agreement between the parties with respect to the subject matter hereof and thereof, and there are not other agreements, representations, or understandings, oral or written, between them with respect thereto.

18. COUNTERPARTS. 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.

19. NO PARTNERSHIP OR JOINT VENTURE; SPECIAL DAMAGES.

(a) The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the parties. Except as otherwise specifically provided in the Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party.

(b) Notwithstanding anything to the contrary contained herein, except with respect to each party's indemnification obligations under this Agreement, in no event shall any party hereto be liable for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with applicable law.

20. WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

21. 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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO
SHARED SERVICES AGREEMENT

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

SAGAMOREHILL OF MISSOURI, LLC

By: _____
Louis Wall
President and CEO

**QUEENB TELEVISION OF
KANSAS/MISSOURI, LLC**

By: _____
Name:
Title: