

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this “**Agreement**”) is entered into as of August 26, 2010 by and between **LIN Television Corporation**, a Delaware corporation (“**Service Provider**”) and **WBDT Television, LLC**, a Delaware limited liability company (“**Station Licensee**”).

W I T N E S S E T H:

WHEREAS, reference is made to that certain Option Agreement, by and among ACME Television, LLC, ACME Television of New Mexico, LLC, ACME Television Licenses of New Mexico, LLC, ACME Television of Ohio, LLC, ACME Television Licenses of Ohio, LLC, ACME Television of Wisconsin, LLC and ACME Television Licenses of Wisconsin, LLC (collectively, “**Sellers**”) and Service Provider, dated as of May 28, 2010 (the “**ACME Option Agreement**”) pursuant to which Station Licensee has acquired the right to purchase certain assets of the Sellers related to the television broadcast station WBDT(TV), Dayton, Ohio (the “**Station**”);

WHEREAS, Service Provider and Station Licensee are parties to that certain Assignment and Assumption Agreement, dated as of the date hereof (the “**Assignment and Assumption Agreement**”), pursuant to which Service Provider has assigned certain of its rights under the ACME Option Agreement to Station Licensee, including the right to purchase the FCC licenses (the “**FCC Licenses**”) for, and certain other material assets of, the Station;

WHEREAS, the parties hereto are also parties to that certain Joint Sales Agreement, dated as of the date hereof (the “**JSA**”), pursuant to which Service Provider (acting as Sales Agent, as defined therein) agrees to sell advertising and commercial time on the Station and provide certain local news and other programming;

WHEREAS, to support and promote the economic viability and development of the Station, Station Licensee desires to retain Service Provider to provide certain services with respect to the operation of the Station in conformity with the FCC Rules (as defined herein); and

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

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

1. ***Defined Terms.***

- (a) 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” shall have the meaning ascribed thereto in the JSA.

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

“FCC Rules” means the rules and published policies of the FCC as in effect from time to time.

“Option Agreement” means that certain Option Agreement, dated as of the date hereof, by and between Station Licensee and Service Provider, as such agreement may be amended from time to time pursuant to the terms thereof.

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

“Service Station” shall have the meaning ascribed thereto in the JSA.

“Third Party Claim” means any action, suit, claim or legal, administrative, arbitration, mediation, governmental or other proceeding, or investigation, other than any brought by a party to this Agreement or an Affiliate of a party to this Agreement.

“Transaction Documents” means this Agreement, the JSA, the ACME Option Agreement, the Letter Agreement, the New Option Agreement, the Assignment and Assumption Agreement and the other documents, agreements and instruments executed by the parties hereto and thereto in connection therewith.

(b) In addition to the defined terms in the preamble, recitals and Section 1(a) 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:

<u>Term</u>	<u>Section</u>
Base SSA Amount	Schedule A
Communications Act	Section 2

<u>Term</u>	<u>Section</u>
Initial Term	Section 8(a)
Lease Terms	Section 4
Letter Agreement	Section 18
Performance Bonus	Schedule A
Principal Agreements	Schedule A
Service Provider Premises	Exhibit 4
Services Fee	Section 6
Term	Section 8(b)
Transition-Tail Period	Exhibit 4

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 of 1934, as amended (the “***Communications Act***”), the FCC Rules and all other 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.

3. ***Certain Services Not to be Shared.*** Station Licensee will maintain for the Station separate managerial and other personnel to carry out the selection and procurement of programming for the Station.

4. ***Access to Premises, Facilities and Equipment.*** Upon the Commencement Date and during the Term, Service Provider shall make available to Station Licensee (a) such premises and facilities as may be reasonably necessary to (i) conduct broadcast operations from such location and establish the main studio of the Station at such location and (ii) for the employees of Station 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 4* attached hereto (the “***Lease Terms***”) and (b) the use of, certain tangible personal property with respect to the Station or Service Station 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..

5. ***Shared Services.*** Subject to Station Licensee’s ultimate supervision and control, Service Provider agrees to provide to Station Licensee the following services to support the operation of the Station; *provided*, that such supervision and control shall not be deemed to permit Station Licensee to expand in any material respect the obligations of Service Provider or to require Service Provider to incur any material additional obligation or liability hereunder:

(a) ***Technical Services.***

(i) 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 Station Licensee, shall assist Station Licensee with the installation, repair,

maintenance and replacement of the Station's equipment and facilities and otherwise assist in the performance of Station 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, Station Licensee shall be responsible for all capital and equipment replacement expenditures.

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

(b) *Promotional and Other Services.* Service Provider shall be responsible for the promotion of the Station; *provided, however*, that Station 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 (i) maintain and operate a website associated with the Station, whether (A) the current website for the Station (and its corresponding domain name) or (B) another website (and other domain name) that is prominently associated with the Station, or (ii) 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.

(c) *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.

6. ***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 sum of the Base SSA Amount and the Performance Bonus, if any, as described in and calculated in accordance with *Schedule A* hereto. The Base SSA Amount and the Performance Bonus, if any, are herein collectively sometimes referred to as the "***Services Fee***" and shall be paid in the circumstances and subject to the further terms and conditions described in *Schedule A* hereto. The Services Fee will be payable monthly, in arrears, as set forth in *Schedule A* 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 payment of the JSA Fee 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.***

(a) ***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.

(b) ***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 in 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 Station Licensee.*** Station Licensee represents and warrants to Service Provider as follows:

(a) ***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.

(b) ***Absence of Conflicting Agreements or Consents.*** The execution, delivery, and performance by Station Licensee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the organizational documents of Station Licensee; (ii) 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; (iii) 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 (iv) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Station Licensee other than as set forth on *Schedule 8(b)*.

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

(a) ***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.

(b) *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): (i) will not conflict with the organizing documents of Service Provider; (ii) 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 (iii) 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.

11. ***Insurance.*** Station 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.***

(a) *Mutual Agreement.* This Agreement may be terminated at any time by mutual agreement of the parties. This Agreement shall terminate upon the Option Closing (as such term is defined in the Option Agreement) under the Option Agreement

(b) *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.

(c) *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 Third Party Claims 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 a part hereof, shall be the sole and exclusive remedy of Station 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 or (b) 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, Station 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, and the letter agreement, dated as of the date hereof, from Service Provider to Station Licensee (the "**Letter Agreement**"), and the Assignment and Assumption 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 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. 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. ***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]

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

STATION LICENSEE:

WBDT Television, LLC

By: Vaughan Media LLC

By: 

Name: Thomas J. Vaughan
Title: Manager

SERVICE PROVIDER:

LIN Television Corporation

By: _____

Name:

Title:

[Signature Page to Shared Services Agreement]

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

STATION LICENSEE:

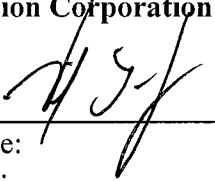
WBDT Television, LLC

By: Vaughan Media LLC

By: _____
Name: Thomas J. Vaughan
Title: Manager

SERVICE PROVIDER:

LIN Television Corporation

By: _____
Name: 
Title: **Vincent L. Sadusky**
President & CEO

SCHEDULE A
SERVICES FEES

REDACTED

Exhibit 4

Lease Terms

REDACTED