SHARED SERVICES AGREEMENT

This Shared Services Agreement ("Agreement") is entered into as of _____, 201__, by and between **Southeastern Media Holdings, Inc.**, a Delaware corporation, and **HITV License Subsidiary, LLC**, a Delaware (collectively referred to herein as "Licensee"), and **Raycom Media, Inc.** ("Provider"), a Delaware corporation.

WHEREAS, Licensee has entered into a contract to become the licensee of television station KFVE, Honolulu, Hawaii ("KFVE") and following the grant of the consent of the Federal Communications Commission (the "FCC") and the consummation of the transactions contemplated thereby (the "Acquisition"), Licensee will own KFVE;

WHEREAS, a subsidiary of Provider is the licensee of television stations KHNL and KGMB, Honolulu, Hawaii ("KHNL/KGMB");

WHEREAS, this Agreement will become effective as of the closing date of Licensee's acquisition of KFVE (the "Effective Date"); and

WHEREAS, KFVE and KHNL/KGMB may be referred to individually as a "Station" and collectively as the "Stations;" and Provider and Licensee may be referred to individually as a "Party" and collectively as the "Parties".

NOW, THEREFORE, for their mutual benefit and in order to enhance the respective abilities of Provider and Licensee to compete with other media outlets serving the Hawaii television market, Provider and Licensee agree as follows:

1. **SHARING ARRANGEMENTS GENERALLY**. **(a) Sharing of Services**. From time to time, Provider and Licensee may agree to share the costs of certain services and procurements which they individually require in connection with the ownership and operation of the Stations. Such sharing arrangements may take the form of joint or cooperative buying arrangements, or the performance of certain functions relating to the operation of one of the Stations by employees of the owner and operator of the other Station (subject in all events to the supervision and control of personnel of the owner and operator of the Station to which such functions relate), or may be otherwise structured, and will be governed by terms and conditions upon which Provider and Licensee may agree from time to time. Such sharing arrangements may include 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, subject to existing legal obligations of the parties. 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.

(b) **Leased Space**. As of the Effective Date, the Parties shall enter into the Studio Lease attached hereto as **Exhibit A**.

2. **CERTAIN SERVICES NOT TO BE SHARED**.

(a) **Senior Management and Other Personnel**. At all times during the term of this Agreement, Licensee will maintain for the Station separate managerial and other personnel to carry out the selection and procurement of programming and exercise control over all financial, operational and personnel matters for the Station.

(b) **Programming and Sales**. Each Party will maintain for the Station owned and operated by it separate managerial and other personnel to carry out the selection and procurement of programming for such Station and the pricing and selling of commercial and advertising time on 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)(i) below. Each Party will in all events have the exclusive right to sell advertising and commercial time on the Station owned and operated by it and receive all revenue from such sales.

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 "Act"), the rules, regulations and policies of 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 matters relating to the Station owned and operated by the other Party. All arrangements contemplated by this Agreement, including the specific arrangements set forth in Sections 2 and 4, are subject to modification upon mutual agreement of the Parties so long as such arrangements, so modified, continue to be consistent with the principles set forth in this Section 3.

4. **CERTAIN SPECIFIC SHARING ARRANGEMENTS**. In furtherance of the general agreements set forth in Sections 1 through 3 above, Provider and Licensee have agreed as follows with respect to the sharing of certain services during the term of this Agreement:

(a) **Execution of Promotional Policies**. Provider personnel will implement and execute the promotional policy developed by Provider personnel for KHNL/KGMB from time to time. Subject to direction and control by Licensee management personnel, Provider personnel will also implement and execute the promotional policy for KFVE. Such implementation and execution will include such tasks as graphic design, production and media placement and buying.

(b) **Continuity and Traffic Support**. Provider personnel will carry out continuity and other tasks necessary to support traffic personnel and functions for

KHNL/KGMB. Subject to direction and control by management personnel of Licensee, Provider personnel will also carry out continuity and such other tasks with respect to KFVE.

(c) **Master Control**. Master control operators and related employees of Provider may carry out master control functions for KFVE subject to the direction and control of Licensee management personnel.

(d) **Collections and Payable Support**. Subject to the direction and control of Licensee management personnel, Provider personnel will perform the tasks associated with the collection and application of proceeds of accounts receivable arising from the sale of advertising on KFVE. However, Provider personnel will not perform any tasks or engage in any activities relating to the billing of purchasers of advertising or commercial time on KFVE and will not engage in the payment of accounts payable of Licensee arising under contracts for the license of programming run or to be run on KFVE, the payment of Licensee's payroll, or other obligations of Licensee incurred in the normal course of business.

(e) **Transmission Facilities Maintenance**. Provider personnel will maintain and repair (as needed) the transmission facilities of KHNL/KGMB. Subject to direction and control by Licensee management personnel, Provider personnel will also maintain and repair (as needed) the transmission facilities of KFVE.

(f) **Newscast Production**.

(i) **Production and Delivery**. Utilizing both the management personnel and facilities of Provider, Provider will provide live-feed, fully-staffed and produced newscasts for broadcast on KFVE at such times as Licensee may request from time to time by reasonable advance notice to Provider; provided that such newscasts will not comprise more than 15% (by duration) of the programming broadcast on KFVE during any broadcast week. Provider will be responsible for delivering such newscasts to Licensee's broadcast facilities. If requested, Licensee shall make available to Provider (A) such space in the Licensee's studio and facilities as may be reasonably necessary to produce such newscasts, (B) such non-management-level news personnel as may be necessary to produce such newscasts, and (C) such technical facilities of KFVE as may be necessary to produce such newscasts and to deliver such newscasts to Licensee's transmission facilities. Provider will use reasonable efforts to provide such newscasts that are of a quality appropriate to Licensee's market. Such newscasts will be produced exclusively for Licensee for broadcast on KFVE, but may include non-exclusive videotape, graphics, news stories, field reports and other material. Licensee personnel will determine the title and format of such newscasts, and such newscasts will have an "on-air appearance" as if they had been originated by Licensee through KFVE.

(ii) **Commercial, Advertising and Promotional Spots**. Licensee will determine the amount of commercial advertising time and promotional time to be provided for during such newscasts. Licensee will have the exclusive right to sell commercial advertising time during such newscasts and will retain all revenue from the sale of such commercial advertising time.

(iii) **Editorial Control and Responsibility**. Provider will use reasonable efforts to maintain a system of editorial review to ensure the accuracy, prior to broadcast, of all investigative reports and other stories prepared by Provider personnel and included in the newscasts which Provider provides to Licensee.

(iv) **Operating Conditions Agreement**. Provider and Licensee will collaborate to create a newscast operating conditions agreement or procedural memo which will provide the basis for daily operations, contingencies, Provider's access to breaking stories, procedures for compliance with FCC Rules and Regulations (including quarterly programs/issues requirements), regularly scheduled operations, editorial and ratings reviews and guidelines for access by Provider personnel to Licensee's facilities.

(g) **Services Fee**. In consideration for the services to be provided to Licensee by Provider personnel as described in Sections 4(a) through 4(f), Licensee will pay to Provider the fee (the "Services Fee") described in Schedule 4(g).

5. **INDEMNIFICATION; INSURANCE**. Without limiting any other provisions concerning indemnification contained in this Agreement, the Parties agree as follows:

(a) **Agreement to Indemnify by Provider**. Provider or any affiliated Provider entity hereby agrees, jointly and severally, to indemnify and save Licensee, its affiliates, and their respective shareholders, officers, directors, employees, successors and assigns, individually (each, a "Licensee Indemnitee"), harmless from and against, for and in respect of, any and all demands, judgments, injuries, penalties, damages, losses, obligations, liabilities, claims, actions or causes of action, encumbrances, costs, fines, expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) suffered, sustained, incurred or required to be paid by any Licensee Indemnitee (collectively, "Licensee Damages"), including, without limitation, any Licensee Damages related to a Licensee Indemnitee's obligations to any of its lenders or to a Licensee Indemnitee's licenses issued by the FCC arising out of or based upon or resulting from or in connection with or as a result of:

(i) the untruth, inaccuracy or breach of any obligation or agreement or any representation, warranty or covenant of Provider contained in or made pursuant to this Agreement, including in any Schedule or certificate delivered hereunder or in connection herewith;

(ii) the breach or nonfulfillment of any obligation or agreement of Provider contained in or made pursuant to this Agreement or in any other agreement, document or instrument delivered hereunder or pursuant hereto;

(iii) the assertion against a Licensee Indemnitee or Licensee's Assets of any liability or obligation of Provider (whether absolute, accrued, contingent or otherwise and whether a contractual, tort or any other type of liability, obligation or claim) not expressly assumed by Licensee pursuant to this Agreement;

(iv) any act or omission by Provider, or the untruth or inaccuracy of written or oral reports, data, financial materials, or information provided by Provider;

(v) any act or omission by Provider that subjects a Licensee Indemnitee to any complaint, investigation, suit, finding, consent decree or judgment or admission of liability under any law or regulation, including, without limitation, those governing (1) antitrust, unfair competition or unfair trade practices, (2) labor relations, (3) employment discrimination, (4) infringement of trademark, trade names, copyright, program titles or proprietary rights resulting from or relating to advertising or other material furnished by Provider for broadcast on the Station, (5) violation of rights of privacy, or (6) libel, slander, defamation, or other First Amendment rights;

(vi) any action or omission by Provider that directly or indirectly causes a Licensee Indemnitee to be in violation of (A) the FCC Rules and Regulations or the Act; or (B) any terms of Licensee's or a Licensee affiliate's agreements with its lenders; or

(vii) any violation or breach of a third party's right or harm to a third party as a result of the provision of any news content provided by Provider pursuant to Section 4(f) of this Agreement.

(b) **Agreement to Indemnify by Licensee**. Licensee agrees to indemnify and save Provider, its affiliates, and their respective shareholders, officers, directors, employees, successors and assigns (each, a "Provider Indemnitee") harmless from and against, for an in respect of, any and all demands, judgments, injuries, penalties, damages, losses, obligations, liabilities, claims, actions or cause of action, encumbrances, costs, fines expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) suffered, sustained, incurred or required to be paid by any Provider Indemnitee arising out of or based upon or resulting from or in connection with or as a result of the violation of any third party's rights as a result of the provision of any content by Licensee or its employees within any newscasts provided by Provider or its employees pursuant to Section 4(f) of this Agreement, or any variation by Licensee or its employees of any content provided by Provider or its employees in such newscasts.

(c) **Procedures Regarding Third Party Claims**. The procedures to be followed by Licensee and Provider with respect to indemnification hereunder regarding claims by third persons which could give rise to an indemnification obligation hereunder shall be as follows:

(i) Promptly after receipt of any Licensee Indemnitee or Provider Indemnitee, as the case may be, of notice of the commencement of any action or proceeding (including, without limitation, any notice relating to a tax audit) or the assertion of any claim by a third person, which the person receiving such notice has reason to believe may result in a claim by it for indemnity pursuant to this Agreement, such person (the "Indemnified Party") shall give notice of such action, proceeding or claim to the party against whom indemnification pursuant hereto is sought (the "Indemnifying Party"), setting forth in reasonable detail the nature of such

action, proceeding or claim, including copies of any written correspondence from such third person to such Indemnified Party.

(ii) The Indemnifying Party shall be entitled, as its own expense, to participate in the defense of such action, proceeding or claim, and, if (i) the action, proceeding or claim involved seeks (and continues to seek) solely monetary damages, (ii) the Indemnifying Party confirms, in writing, its obligations hereunder to indemnify and hold harmless the Indemnified Party with respect to such damages in their entirety, and (iii) the Indemnifying Party shall have made provision which, in the reasonable judgment of the Indemnified Party, is adequate to satisfy any adverse judgment as a result of its indemnification obligation with respect to such action, proceeding or claim, then the Indemnifying Party shall be entitled to assume and control such defense with counsel chosen by the Indemnifying Party and approved by the Indemnified Party, which approval shall not be unreasonably withheld or delayed. The Indemnified Party shall be entitled to participate therein after such assumption, the costs of such participation following such assumption to be at its own expense. Upon assuming such defense, the Indemnifying Party shall have full rights to enter into any monetary compromise or settlement which is dispositive of the matters involved; provided, that such settlement is paid in full by the Indemnifying Party and will not have any direct or indirect continuing material adverse effect upon the Indemnified Party.

(iii) With respect to any action, proceeding or claim as to which (i) the Indemnifying Party does not have the right to assume the defense or (ii) the Indemnifying Party shall not have exercised its right to assume the defense, the Indemnified Party shall assume and control the defense of and contest such action, proceeding or claim with counsel chosen by it and approved by the Indemnifying Party, which approval shall not be unreasonably withheld. The Indemnifying Party shall be entitled to participate in the defense of such action, proceeding or claim, the cost of such participation to be at its own expense. The Indemnifying Party shall be obligated to pay the reasonable attorneys' fees and expenses of the Indemnified Party to the extent that such fees and expenses relate to claims as to which indemnification is due. The Indemnified Party shall have full rights to dispose of such action, proceeding or claim and enter into any monetary compromise or settlement; provided, however, in the event that the Indemnified Party shall settle or compromise any claims involved in such action, proceeding or claim insofar as they relate to, or arise out of, the same facts as gave rise to any claim for which indemnification is due, it shall act reasonably and in good faith in doing so.

(iv) Both the Indemnifying Party and the Indemnified Party shall cooperate fully with one another in connection with the defense, compromise or settlement of any such action, proceeding or claim including, without limitation, by making available to the other all pertinent information and witnesses within its control.

(d) Survival. The indemnification obligations contained in this Section and in other provisions of this Agreement shall survive any termination of this Agreement.

(e) Insurance. Each Party will maintain the following types of insurance coverage for no less than the indicated amounts and will deliver to the other Party upon request a certificate of insurance showing the following: (1) comprehensive general liability insurance in

an amount of $1,000,000; (2) worker's compensation and/or disability insurance; and (3) libel/defamation/First Amendment liability insurance in an amount of $1,000,000, with a deductible of no more than $100,000, as to which coverage each Party shall name the other Party as an additionally insured.

6. **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 Provider or Licensee 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.

7. **UNENFORCEABILITY.** 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 the validity of 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, each Party shall be relieved of any further obligations, one to the other.

8. **TERM OF SHARING ARRANGEMENTS.**

(a) The term of this Agreement shall commence on the date of the Acquisition. The initial term of this Agreement is eight (8) years. Thereafter, the Agreement shall be extended for successive two-year renewal terms unless either Party provides written notice to the other of its desire to terminate this Agreement. Notwithstanding the foregoing, this Agreement and the sharing arrangements contemplated by this Agreement will terminate, at Provider's option and upon one hundred eighty (180) days' notice, if the Station is sold to a party other than Provider or its assignee.

(b) The following default and termination provisions shall apply to this Agreement:

(1) In addition to any other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Provider, as applicable, by

written notice to the other, if the party seeking to terminate is not then in material default or breach of this Agreement, upon the occurrence of any of the following:

(i) By either party if the Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction, such order or decree has become final and no longer subject to further administrative or judicial review, and this Agreement cannot be reformed, in a manner reasonable acceptable to Provider and Licensee, to remove and/or eliminate the violation;

(ii) By Provider if Licensee is in material breach of its obligations hereunder and, and in the event of a non-payment default only, such breach has not been cured by Licensee within thirty (30) days after notice thereof by Provider; provided, however, should Licensee fail to timely make the payments required in Schedule 4(g), Provider may terminate an Agreement without notice and without a cure period if any such payments are overdue by ten (10) days or more with termination under this Section 8(b)(1)(ii) being effective upon Provider's notice of termination, and upon such termination for non-payment Licensee and Provider shall have no further obligation to the other except for any sums due through the date of termination;

(iii) By Provider if Licensee is in material breach of its obligations hereunder and such breach has not been cured by Licensee within thirty (30) days after notice thereof by Provider;

(iv) The mutual written consent of the Parties;

(v) By Licensee or Provider if the other Party shall make 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 creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within one hundred eight (180) days thereof; and

(vi) By Provider if KFVE, except due to an outage caused by a *Force Majeure* event or the negligence of Provider, fails to broadcast a reasonably acceptable signal for more than twenty-five (25) consecutive hours.

(2) Specific Performance. The Parties acknowledge that the subject matter of this Agreement is unique, the value thereof is not easily ascertainable, and breach of this Agreement by either Party would cause damages to the other that could not be adequately remedied through a judgment for money damages. Accordingly, the Parties agree that upon any material breach of this Agreement the non-breaching Party may elect to seek specific performance of this Agreement in lieu of filing an action for money damages.

(3) Attorneys' Fees. Should either Party institute any action or proceeding at law or in equity to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement by the

other party, or otherwise in connection with this Agreement, or any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable attorneys' fees and court costs in such action or proceeding

(c) No termination of this Agreement, whether pursuant to this Section 8 or otherwise, will affect Licensee's duty to pay any Services Fee accrued, or to reimburse any cost or expense incurred, prior to the effective date of that termination.

9. 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.

10. 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 or delivered by express courier service. Notices, demands and communications to Provider or Licensee will, unless another address is specified in writing, be sent to the address indicated below:

To Licensee:
Southeastern Media Holdings, Inc.
HITV License Subsidiary, LLC
2131 Ayrsley Town Blvd., Suite 300
Charlotte, North Carolina 28273
Attention: Manager

To Provider:
Raycom Media, Inc.
RSA Tower, 20th Floor
Montgomery, Alabama 36104
Attention: President

11. ASSIGNMENT; BINDING AGREEMENT. Licensee may not assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of Provider. Provider may assign any of its rights and obligations hereunder without the consent of Licensee. 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.

12. NO 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.

13. **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.

14. **AUTHORITY; ENTIRE AGREEMENT**. Both Licensee and Provider represent that they are legally qualified and able to enter into this Agreement. This Agreement, the Sales Agreement, 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.

15. **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.

16. **GOVERNING LAW**. All questions concerning the construction, validity and interpretation of this Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this Agreement (and all schedules and exhibits hereto), even if under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

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

18. **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.

19. **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.

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

Licensee:

SOUTHEASTERN MEDIA HOLDINGS, INC.

By: _____
Name: Thomas B. Henson
Title: President & CEO

HITV LICENSE SUBSIDIARY, INC.

By: _____
Name: Thomas B. Henson
Title: President & CEO

Provider:

RAYCOM MEDIA, INC.

By: _____
Name: Paul H. McTear, Jr.
Title: President & CEO

SCHEDULE 4(g)

Shared Services Agreement

Services Fee

Licensee will pay a Services Fee to Provider in accordance with the following:

1. Calculation of Services Fee. The Services Fee will be $_____ per month, adjusted annually on each anniversary of the Acquisition by a percentage equal to the change during the preceding twelve (12) months in the consumer price index for Atlanta, Georgia.

2. Payment Schedule. Services Fees shall be paid in arrears beginning on the 10th day of the month after the month when the Acquisition occurs, and will continue on the 10th day of each month thereafter during the term of this Agreement. For any partial portion of a month in which this Agreement is in effect, a pro rata payment shall be made.

[end of schedule]