

**EXECUTION COPY**

**SHARED SERVICES AGREEMENT**

This Shared Services Agreement ("*Agreement*") dated as of May 22<sup>nd</sup>, 2007 is by and between Davis Television Clarksburg, LLC, a Delaware limited liability company ("*Davis*"), and Withers Broadcasting Company of West Virginia, an Illinois corporation ("*Withers*" and, together with Davis, the "*Parties*").

**WITNESSETH**

**WHEREAS**, Davis is the owner and operator of television broadcast station WVFX, NTSC Channel 46, FCC Facility ID No. 10976, Clarksburg, West Virginia ("*WVFX*") and the holder of the Licenses (as hereinafter defined);

**WHEREAS**, Withers is the owner and operator of television broadcast station WDTV(TV), NTSC Channel 5, FCC Facility ID No. 70592, Weston, West Virginia ("*WDTV*" and together with WVFX, the "*Stations*");

**WHEREAS**, Withers and Davis are parties to an Asset Purchase Agreement of even date herewith, pursuant to which Davis will sell to Withers and Withers will purchase from Davis substantially all of the assets, business, properties and rights of Davis related to WVFX (the "*Purchase Agreement*").

**WHEREAS**, in an effort to reduce operating costs at the Stations and to effectuate certain operating efficiencies to improve the Stations' service to the public, Davis and Withers agree to share certain services and procurements which they individually require in connection with the ownership and operation of the Stations;

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

**ARTICLE 1**

**DEFINITIONS**

1.1 **Defined Terms.** As used herein, the capitalized terms not otherwise defined herein have the meanings set forth in Appendix A.

1.2 **Other Definition Provisions.** The masculine form of words includes the feminine and the neuter and vice versa, and, unless the context otherwise requires, the singular form of words includes the plural and vice versa. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Agreement refer to this Agreement as a whole, and not to any particular section or subsection.

## ARTICLE 2

### SERVICES

2.1 Services to be Shared. Subject in all events and at all times to the full authority, power, supervision and ultimate control of the licensee of the Station to which such functions relate, the following services (collectively, the “*Shared Services*”) shall be shared by Davis and Withers in the manner specified below.

2.1.1 Execution of Promotional Policies. Subject to direction and control of Davis Personnel, Withers Personnel shall implement and execute the promotional policy established and developed by Davis for WVFX. Such implementation and execution shall include tasks such as graphic design, production and media placement and buying.

2.1.2 Continuity, Traffic, and Office Support. Subject to direction and control of Davis Personnel, Withers Personnel shall provide continuity, clerical, office, and traffic support necessary to support the personnel and functions of WVFX.

2.1.3 Master Control. Subject to direction and control of Davis Personnel, Withers Personnel, including master control operators and related employees, shall carry out master control functions for WVFX.

2.1.4 Facilities Maintenance. Subject to the control of Davis Personnel, and at the request and direction of Davis, Withers Personnel shall maintain and repair the transmission facilities of WVFX.

#### 2.2 Services Not to be Shared.

2.2.1 Personnel. At all times, Davis shall employ a sufficient number of employees to carry out its responsibility for control of WVFX, including all services that are not shared, including at least two full-time employees (“*Davis Personnel*”), one of which shall be a general manager ultimately responsible for the day-to-day management and operations of WVFX and one of which shall maintain a presence at WVFX during regular business hours. Except as otherwise provided in this Agreement, Withers Personnel shall report solely to Withers and shall otherwise have no involvement with, or duties with respect to, the programming, operations or maintenance of the facilities of WVFX.

2.2.2 Programming and Station Personnel. At all times, Davis and Withers shall employ independent and distinct personnel to perform duties with respect to the selection and procurement of programming for the Station owned and operated by it.

## ARTICLE 3

### CONDUCT OF OPERATIONS

3.1 Access and Right to Use Facilities. Withers Personnel shall be afforded access to, and have the right to use, without charge, the assets, facilities, and properties of WVFX to the

extent Withers Personnel may reasonably desire to perform the obligations and enjoy the rights of Withers under this Agreement, provided that, at all times while using such assets, facilities and properties, Withers Personnel shall be subject to the direction and control of Davis Personnel. In addition to access to the assets, facilities, and properties of WDTV provided to Davis pursuant to certain studio and other lease agreements, Davis Personnel shall be afforded access to, and have the right to use, without charge, the assets, facilities, and properties of WDTV to the extent necessary to operate WVFX and to perform Davis's obligations under this Agreement, provided that such access and use do not interfere with the operation of WDTV.

3.2 Responsibility for Services, Duties and Obligations other than Shared Services. Nothing in this Agreement relieves or is intended to relieve Davis of its duties and obligations with respect to any service that Withers is not specifically obligated to provide under this Agreement.

3.3 Control. Notwithstanding any provisions in this Agreement to the contrary, Davis shall maintain full control over the operations of WVFX, including, but not limited to, management, programming, finances, editorial policies, personnel, and facilities. Davis is responsible for WVFX's compliance with the Act, FCC Rules and all other applicable federal, state, or local laws in effect from time to time. Nothing contained herein shall give Withers any right to control the management, programming, finances, editorial policies, personnel facilities or any other matter relating to WVFX. The arrangements for shared services contemplated herein do not constitute a partnership, joint venture, or agency relationship among the Parties or the Stations.

3.4 Responsive Public Interest Programming. Davis is responsible for presenting public interest programming that is responsive to the problems, needs and interests of WVFX's service area ("*Public Interest Programming*") and is responsible for ascertaining such problems, needs and interests.

3.5 Regulatory Compliance. All arrangements contemplated herein shall be subject to, and are intended to comply with, the Act, the FCC Rules and all other applicable federal, state and local laws and regulations in effect from time to time.

3.6 Compliance With Law. Davis agrees that, throughout the term of this Agreement, Davis shall comply with the Act, the FCC Rules and all other laws and regulations applicable to this Agreement. Withers agrees that, throughout the term of this Agreement, Withers shall comply with the Act, the FCC Rules and all other laws and regulations applicable to the obligations of Withers under this Agreement.

3.7 Challenge. If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, Withers and Davis shall jointly defend the Agreement and their respective performance hereunder, throughout all such proceedings. In the event that any provision of the Agreement or the application thereof to any Person, entity or circumstances shall be deemed invalid or unenforceable to any extent, by any court, administrative agency, or similar governmental authority, the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, provided that, if such invalidity or

unenforceability should change the basic economic positions of the Parties, the Parties shall negotiate in good faith such changes and other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. In the event that the court, administrative agency or other similar governmental authority does not approve any such reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have, a material adverse effect on Davis or Withers (or any of their respective Affiliates), or in the event the Parties are unable to reach an agreement as to how to reform the Agreement, such failure to agree or obtain approval shall not be deemed an event of default by either party hereunder.

3.8 Cooperation. From time to time, at the request of Withers, Davis shall give or cause to be given to the officers, employees, accountants, counsel, and representatives of Withers: (i) access, upon reasonable prior notice, during normal business hours, to all facilities, property, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records, equipment, machinery, fixtures, furniture, vehicles, accounts payable and receivable, and inventories of Davis related to WVFX, and (ii) all such other information in Davis's possession concerning the affairs of WVFX as Withers may reasonably request, provided that the foregoing does not disrupt or interfere with the business and operations of Davis or WVFX.

## **ARTICLE 4**

### **PAYMENTS**

4.1 Monthly Fee. In consideration for the rights and obligations between the Parties pursuant to this Agreement and the Advertising Representation Agreement entered into of even dated herewith, Davis shall be entitled to receive from Withers a Monthly Fee, as defined and in accordance with the terms and conditions set forth in Schedule 4.1. Davis shall retain all other revenues subject to the provisions of the Advertising Representation Agreement.

## **ARTICLE 5**

### **TERM AND TERMINATION; ASSIGNMENT**

5.1 Term and Termination. The term of this Agreement (the "*Term*") shall commence on the date of execution of this Agreement and shall terminate on the earlier of (i) the sale of substantially all of the assets, business, properties and rights of Davis related to the conduct of the Station WVFX to Withers Broadcasting Company of Clarksburg, LLC or an approved assignee pursuant to the Purchase Agreement, or (ii) termination of the Purchase Agreement pursuant to its terms.

5.2 Events of Termination. Notwithstanding Section 5.1, this Agreement shall terminate (i) upon the consummation of the Sale, assignment, transfer or other disposition, directly or indirectly, to a party that is not an Affiliate of Davis of all or substantially all of the WVFX's assets, including the FCC licenses and authorizations for WVFX; (ii) by mutual written consent of the Parties; (iii) upon termination of the Advertising Representation Agreement;

(iv) at the option of any Party in the event that following a challenge of this Agreement as set forth in Section 3.7, a court, administrative agency or other governmental authority does not approve any such reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have, a material adverse effect on Davis or Withers (or any of their respective Affiliates), or the Parties are unable to reach an agreement as provided in Section 3.7 of this Agreement, (v) upon the election by Davis if the FCC revokes or fails to renew the WDTV station license and Withers or its Affiliate has fully exhausted all of its appeals of such action before the FCC and before any court with jurisdiction over such action; (vi) upon the election of Withers if the FCC revokes or fails to renew the WVFX station license and Davis has fully exhausted all of its appeals of such action before the FCC and before any court with jurisdiction over such action; or (vii) at the option of any Party in the event of a material breach of this Agreement by any other Party (provided that the terminating Party is not then in breach), which breach is not cured within 30 days of written notice thereof to the breaching Party.

5.3 Payment of Monthly Fee. No termination of this Agreement will affect Withers' obligation to pay any accrued Monthly Fee or to reimburse any cost or expense incurred by Withers pursuant to this Agreement, prior to the effective date of such termination.

5.4 Assignment. None of the Parties may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties 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 other Person or entity any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

## **ARTICLE 6**

### **REPRESENTATIONS AND WARRANTIES**

#### **6.1 Representations and Warranties of Davis.**

6.1.1 Organization and Standing. Davis is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Davis has the requisite limited liability company power and authority to enter into and perform this Agreement.

6.1.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by Davis is within the limited liability company powers of Davis and has been duly and validly authorized by all necessary limited liability company action on the part of Davis. This Agreement has been duly executed and delivered by Davis and constitutes a valid and binding agreement of Davis enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

### 6.1.3 Licenses and Authorizations.

(a) Schedule 1.5 to the Purchase Agreement contains a true and complete list of all Licenses. Davis is the authorized and legal holder of all of the Licenses.

(b) The Licenses are valid and in full force and effect, and have been complied with in all material respects. To the knowledge of Davis, except as disclosed on Schedule 1.5 to the Purchase Agreement, no investigation, notice of investigation, forfeiture, violation, order, complaint, action or other proceeding is pending or threatened before the FCC or any other governmental authority to revoke, refuse to renew or modify such Licenses which could in any manner threaten or adversely affect the Licenses or WVFX's operations as presently conducted. To the knowledge of Davis, no event has occurred which permits, or after notice or lapse of time would permit, the revocation or termination of the Licenses or the imposition of any restriction thereon of such a nature as may materially limit the business or operations of WVFX as now conducted. Davis will undertake in good faith to keep the Licenses in full force and effect throughout the term of this Agreement. All returns, notices, reports, statements or other filings currently required to be filed by Davis with the FCC and all material returns, notices, reports, statements or other filings currently required to be filed by Davis with any other federal, state, or local governmental authority, in each case with respect to WVFX have been filed and complied with in all material respects.

### 6.2 Representations of Withers.

6.2.1 Organization and Standing. Withers is duly incorporated, validly existing and in good standing as a corporation under the laws of the State of Illinois, and is validly registered and authorized to do business as a foreign corporation under the laws of the State of West Virginia. Withers has the requisite corporate power and authority to enter into and perform its obligations under this Agreement.

6.2.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by Withers is within the corporate powers of Withers and has been duly and validly authorized by all necessary corporate action on the part of Withers. This Agreement has been duly executed and delivered by Withers and constitutes a valid and binding agreement of Withers enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors rights generally and the exercise of judicial discretion in accordance with general equitable principles.

## **ARTICLE 7**

### **INDEMNIFICATION**

7.1 Indemnification of Davis. Withers agrees to indemnify and hold harmless Davis for any liabilities resulting from any breach by Withers of any provision hereof, and all other matters arising out of or related to Withers' obligations under this agreement.

7.2 Indemnification of Withers. Davis agrees to indemnify and hold harmless Withers for any liabilities resulting from or related to the broadcast of any material, any breach by Davis of any provision hereof, and all other matters arising out of or related to Davis's obligations under this Agreement.

## **ARTICLE 8**

### **MISCELLANEOUS**

8.1 Headings; Entire Agreement; Amendment. The article, section and subsection headings of this Agreement are for convenience of reference only and will not control or affect the meanings or construction of the provisions of this Agreement. This Agreement, together with the Purchase Agreement and the Advertising Representation Agreement, embodies the entire agreement among the Parties with respect to the subject matter hereof. This Agreement supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof, and there are no other agreements, representations, or understandings, oral or written, among the Parties with respect thereto. This Agreement may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

8.2 Waiver. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly so stated in writing.

8.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one agreement.

8.4 Appendices and Schedules. The Appendices and Schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

8.5 Remedies. In the event of a breach of a party's obligations under this Agreement, the non-breaching party, in addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, will be entitled to specific performance of the other party's obligations under this Agreement. The parties hereto agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach of any such obligations.

8.6 Rights Cumulative. Except as set forth herein, all rights, powers and remedies herein given to the parties hereto are cumulative and not alternative, and are in addition to all statutes or rules of law.

8.7 Governing Law. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of West Virginia applicable to contracts made and to be performed therein.

8.8 Third Party Rights. Nothing in this Agreement (including the Schedules attached hereto, or any ancillary agreement, instrument or document contemplated hereby or relating hereto) shall be deemed to create any right with respect to any person or entity not a party to, or any property not subject to, this Agreement.

8.9 Press Releases. Except as otherwise required by law, Withers and Davis shall, prior to the issuance of any press release relating to the transactions contemplated by this Agreement, (a) submit the text of the proposed press release to the other party, and obtain the approval of such party to the press release, which approval shall not be unreasonably withheld; and (b) use commercially reasonable efforts to characterize the other party, in any other public statements made by the party making such statement about the other party, on substantially the same basis as in any press release made by the party making such statement.

8.10 Force Majeure. If an event such as a strike, labor dispute, fire, flood or other act of God, war, public disaster, or other reason beyond the cause or control of Davis or Withers prevents such party or its personnel from performing tasks which they are 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.

8.11 Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer of the other party, or when sent by telecopy or facsimile machine to the number shown below, or when properly deposited for delivery by commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address or change of telecopier number:

If to Withers:

Mr. W. Russell Withers, Jr.  
Withers Broadcasting Company  
Of West Virginia  
3501 Broadway  
Mount Vernon, IL 62864  
Telecopier: 618-242-2490



with a copy to:

Dennis J. Kelly, Esq.  
Law Office of Dennis J. Kelly  
Post Office Box 41177  
Washington, DC 20018-0577  
Telecopier: 410-626-1794

If to Davis:

Mr. Robert Raff  
Davis Television Clarksburg, LLC  
1000 N. 3<sup>rd</sup> Street  
Wausau, WI 54403  
Telecopier: 715-847-1156

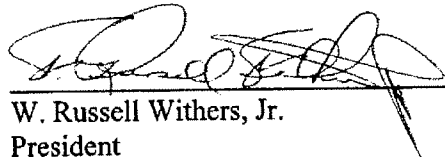
with a copy to:

Dennis P. Corbett, Esquire  
Leventhal Senter & Lerman PLLC  
2000 K Street, N. W., Suite 600  
Washington, DC 20006-  
Telecopier: 202-293-7783

**IN WITNESS WHEREOF**, each party has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

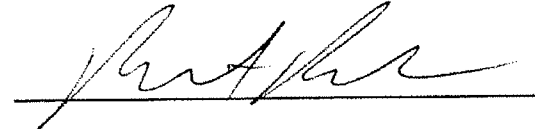
**WITHERS BROADCASTING COMPANY OF  
WEST VIRGINIA**

By:

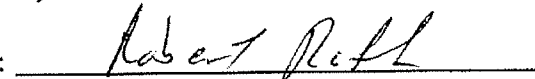
  
W. Russell Withers, Jr.  
President

**DAVIS TELEVISION CLARKSBURG, LLC**

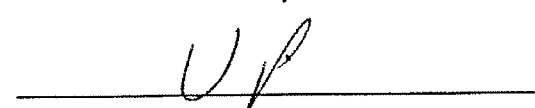
By:



Name:



Title:



## Appendix A

The term “*Act*” means the Communications Act of 1934, as amended, and the rules, regulations and policies promulgated thereunder, as in effect from time to time.

The term “*Advertising Representation Agreement*” means that certain Advertising Representation Agreement dated as of the date hereof between the Parties, as the same may be amended, supplemented or otherwise modified from time to time.

The term “*Affiliate*” (and, with a correlative meaning, “*Affiliate*”) means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such first Person, and, if such a Person is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust. As used in this definition, “*control*” (including, with correlative meanings, “*controlled by*” and “*under common control with*”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

The term “*Agreement*” means this Shared Services Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

The term “*Business Day*” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of West Virginia or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

The term “*Davis*” has the meaning set forth in the preamble hereto.

The term “*Davis Personnel*” has the meaning set forth in Section 2.2.1.

The term “*FCC*” means the Federal Communications Commission and its staff, acting pursuant to delegated authority.

The term “*FCC Rules*” means the rules, regulations, policies and practices of the FCC, as amended, from time to time.

The term “*Licenses*” means all licenses, permits and authorizations issued by the FCC for the operation of WVFX, as listed in Schedule 1.5 to the Purchase Agreement.

The term “*Parties*” has the meaning set forth in the preamble hereto.

The term “*Person*” means any natural person, corporation, partnership, limited liability company, firm, joint venture, joint-stock company, trust, association, unincorporated entity of any kind, trust, governmental or regulatory body or other entity.

The term “*Purchase Agreement*” has the meaning set forth in the preamble hereto.

The term “*Sale*” means (i) a direct or indirect sale, merger, tender offer or other business combination involving Davis, by means of any transaction or series of related transactions, in which (A) the persons owning, directly or indirectly, a majority of the limited liability company interests of Davis prior to such transaction do not own, directly or indirectly a majority of the limited liability company interests of the purchaser or surviving person in such combination or (B) the persons with power to elect, directly or indirectly, a majority of the managers or managing members (or body performing similar functions) of Davis prior to such transaction do not own, directly or indirectly, voting securities of the purchaser or surviving person in such combination with power to elect a majority of the manager or managing members (or body performing similar functions) of such purchaser or surviving person in such combination; (ii) any other transaction or series of related transactions directly or indirectly involving Davis in which (A) the persons owning, directly or indirectly, a majority of the limited liability company interests of Davis prior to such transaction do not own, directly or indirectly, a majority of the limited liability company interests of Davis following such transaction or transactions or (B) the persons with power to elect, directly or indirectly, a majority of the managers or managing members (or body performing similar functions) of Davis prior to such transaction do not have, directly or indirectly, the power to elect a majority of the managers or managing members (or body performing similar functions) of Davis following such transaction or transactions; or (iii) a direct or indirect sale, by means of any transaction or series of related transactions, of all or substantially all of the assets of Davis.

The term “*Shared Services*” has the meaning set forth in Section 2.1.

The term “*Stations*” has the meaning set forth in the preamble hereto.

The term “*Withers*” has the meaning set forth in the preamble hereto.

The term “*Withers Personnel*” means employees and contractors of Withers.