

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this "Agreement") is made as of August 8, 2005 between ACME Television of Utah, LLC, a Delaware limited liability company ("ACME") and Clear Channel Broadcasting, Inc., a Nevada corporation ("Clear Channel").

Recitals

A. ACME, with its affiliate, ACME Television Licenses of Utah, LLC, a Delaware limited liability company, owns and operates the following television broadcast station (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

KUWB(TV), Ogden, Utah

B. Clear Channel owns and operates the following television broadcast station ("KTVX") pursuant to licenses issued by the Federal Communications Commission:

KTVX(TV), Salt Lake City, Utah

C. ACME and Clear Channel desire to share certain services used by the Station and KTVX on the terms set forth in this Agreement.

D. Simultaneously with the execution of this Agreement, ACME and an affiliate of ACME (as Seller) and Clear Channel and an affiliate of Clear Channel (as Buyer) are entering into an Asset Purchase Agreement (the "Purchase Agreement") with respect to the Station.

E. The execution and delivery of this Agreement by Clear Channel is a condition precedent without which ACME would not enter into the Purchase Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin on the date of this Agreement and will continue until the earlier of the termination of or closing under the Purchase Agreement.

2. Shared Services.

(a) During the Term, Clear Channel shall provide ACME with management services for local and national advertising sales, as reasonably requested from time to time by ACME, and subject to ACME's oversight and control of the Station. Clear Channel shall provide such services in substantially the same manner as provided for KTVX.

(b) With respect to those Clear Channel employees who perform services for both KTVX and the Station, (i) when performing services for KTVX, such employees will report to and be supervised and directed solely by Clear Channel, and (ii) when performing services for the Station, such employees will report to and be supervised and directed solely by ACME, and the parties shall instruct such shared employees accordingly. Nothing in this Agreement creates an employment relationship between ACME and employees of Clear Channel providing the services.

3. Cash Flow Support.

(a) During the Term, Clear Channel shall pay ACME an amount equal to the Net Operating Loss (defined below) of the Station (if any), calculated on an accrual basis (adjusted for program payments, which shall be determined at the lesser of (i) program amortization costs and (ii) cash payments, each by month, for the next eight months), but not more than \$60,000 in any calendar month. If in any month the Net Operating Loss of the Station exceeds \$60,000, then such excess shall be carried forward to the next month and included in calculating Net Operating Loss for that month (but any carried forward Net Operating Loss that remains unreimbursed at the end of the Term shall not be reimbursed). Within fifteen (15) days after the last calendar day of each month during the Term, ACME shall provide Clear Channel an invoice, together with a certified operating statement for the Station and calculation of Net Operating Loss for the prior month and reasonable supporting documentation. Payment by Clear Channel is due within thirty (30) days thereafter.

(b) As used herein, "Net Operating Loss" means, with respect to any calendar month, the revenue of the Station *less* commissions and other direct Station operating expenses reasonably incurred by ACME in the operation of the Station in the ordinary course of business consistent with past practice, determined in accordance with generally accepted accounting principles (except as provided herein). In calculating Net Operating Loss, Station operating expenses shall not include corporate costs, overhead costs, legal fees and costs (unless related to routine filings with the FCC in the ordinary course of business of the Station), depreciation, amortization, management fees, minority interests (including any capital calls relating specifically to capitalized expenditures of DTV Utah, LLC), interest expense or capital expenses.

4. Control. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. Consistent with FCC rules, ACME shall control, supervise and direct the day-to day operation of the Station, including ACME's employees, and Clear Channel shall control, supervise and direct the day-to day operation of KTVX, including Clear Channel's employees, and nothing in this Agreement affects any such respective responsibilities.

5. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination of this Agreement.

6. Representations. Clear Channel and ACME each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

7. Termination. If a party fails to perform its obligations under this Agreement in any material respect, and such failure continues for a period of thirty (30) calendar days after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

8. Assignment. ACME may not assign this Agreement. Clear Channel may assign this Agreement to an affiliate or in connection with any assignment of the Purchase Agreement; provided, that Clear Channel shall provide prompt notice of such assignment to ACME. Clear Channel may not otherwise assign this Agreement without the prior written consent of ACME, which consent shall not be unreasonably withheld, delayed, or conditioned. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

9. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof. Any notices under this Agreement shall be given pursuant to the terms of, and to the addresses set forth in, the Purchase Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO SHARED SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Shared Services Agreement as of the date first set forth above.

ACME:

ACME TELEVISION OF UTAH, LLC

By: _____
Name:
Title:

CLEAR CHANNEL:

CLEAR CHANNEL BROADCASTING, INC.

By: _____
Name:
Title: