

## SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT ("Agreement") is dated and entered into as of April 18, 2001 by and among GOCOM BROADCASTING OF ANCHORAGE, LLC, a Delaware limited liability company ("GOCOM-Anchorage"), GOCOM OF ANCHORAGE LICENSE SUB, LLC ("GOCOM-Anchorage License"; collectively with GOCOM-Anchorage and individually, as applicable, "GOCOM"), and ALASKA BROADCASTING COMPANY, INC., an Alaska corporation ("ABC"). GOCOM-Anchorage, GOCOM-Anchorage License and ABC are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, GOCOM-Anchorage owns and operates television broadcast station KTBY(TV), Anchorage, Alaska ("KTBY"), and holds all of the limited liability company interests in GOCOM-Anchorage License, the licensee of KTBY pursuant to licenses issued by the Federal Communications Commission ("FCC");

WHEREAS, ABC owns and operates television broadcast station KTVA(TV), Anchorage, Alaska ("KTVA"; collectively with KTBY, the "Stations"), and is the licensee of KTVA pursuant to licenses issued by the FCC;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Parties are also executing and delivering (i) the Joint Sales Agreement (the "Joint Sales Agreement"), pursuant to which ABC will sell to GOCOM the advertising time on KTVA;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Parties are also executing and delivering the Right of First Refusal Agreement (the "Right of First Refusal Agreement"), pursuant to which, among other things, the Parties will have the right to purchase the other Parties' Station in the event an offer is made to purchase the other Station or the Stations; and

WHEREAS, the Parties desire to share certain facilities and the cost of certain services in connection with the Stations' operations;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. SHARING ARRANGEMENTS GENERALLY. From time to time, GOCOM and ABC 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 Station 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 ABC and GOCOM may agree from time to time. Such sharing arrangements may include the co-location of the studio, non-managerial administrative and/or master control and technical facilities of the Stations and the sharing of groundskeeping, maintenance, security and other services relating to those facilities, subject to any existing legal obligations of any Party. 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 (except as set forth in this Agreement), assets and properties of the other Party to the extent necessary or desirable in the performance of such services.

2. CERTAIN SERVICES NOT TO BE SHARED.

(a) Senior Management Personnel. At all times, each Station will have personnel performing the typical functions of at least the minimum number and type of management and other employees as are required by the FCC Rules and Regulations. Such personnel (i) will be retained solely by the Party which owns and operates such Station and will report solely to such Party, and (ii) will have no managerial involvement or responsibility in respect of the operation of the other Station.

(b) Programming. Each of GOCOM and ABC 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 in no event will GOCOM, ABC or the Stations share services, personnel, or information on procurement expenses pertaining to such matters, except as set forth in Section 4(g) below.

(c) Payable Support. GOCOM personnel will not engage in the payment of accounts payable of ABC arising under contracts for the license of programming run or to be run on KTVA, the payment of ABC's payroll with respect to KTVA, or other obligations of ABC incurred in the normal course of business.

3. GENERAL PRINCIPLES GOVERNING SHARING ARRANGEMENTS. All arrangements contemplated by this Agreement will be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC, as in effect from time to time (the "FCC Rules and Regulations"), and all other applicable federal, state, and local laws, rules, regulations and pertinent governmental policies ("Legal Requirements"). The arrangements made pursuant to this Agreement will not be deemed to constitute "program services" (except as provided in this Agreement), "time brokerage," "local marketing," or similar arrangements or a partnership, joint venture, or agency relationship between GOCOM, ABC or the Stations, and no such arrangement will be deemed to give either GOCOM or ABC any right to control the policies, operations, management or any other matter relating to the Station owned and operated by the other Party. All contracts produced, arranged or executed by GOCOM shall be executed in the name of GOCOM and not in the name of or on behalf of ABC or KTVA, and GOCOM shall not represent that it is the owner or licensee of KTVA. All contracts produced, arranged or executed by ABC shall be executed in the name of ABC and not in the name of or on behalf of GOCOM or KTBY, and ABC shall not represent that it is the owner or licensee of KTBY. The Parties acknowledge and agree that call letters, trademarks and other intellectual property shall at all times remain the property of the respective Parties and that neither Party shall obtain any ownership interest in the other Party's intellectual property by virtue of this Agreement, although, GOCOM may make reasonable use of KTVA's call letters, trademarks and other intellectual property during the term of this Agreement as useful or necessary for its performance relating hereto subject to such reasonable policies as ABC shall establish from time to time, which policies shall be

communicated in writing to GOCOM and shall not be inconsistent with the intent and purposes of this Agreement.

4. CERTAIN SPECIFIC SHARING ARRANGEMENTS. In furtherance of the general agreements set forth in Sections 1 through 3 above, ABC and GOCOM have agreed as follows with respect to, among other things, the sharing of certain services:

(a) Execution of Promotional Policies. GOCOM personnel will develop, implement and execute the promotional policy developed by GOCOM personnel for KTBY from time to time. Subject to direction and control by ABC management personnel, GOCOM personnel also will execute the promotional policies of KTVA. Such execution will include such tasks as graphic design, production and media placement and buying.

(b) Back-Office and Accounting. GOCOM personnel shall carry out all back-office, accounting and continuity, and other tasks necessary to support traffic personnel and functions for KTBY. Subject to direction and control by management personnel of ABC, GOCOM personnel shall also carry out all back-office and non-managerial accounting services and continuity and such other tasks necessary to support traffic personnel and functions of KTVA.

(c) Master Control. Master control operators and related employees of GOCOM will carry out master control functions for KTVA, subject to the direction and control of ABC management personnel.

(e) Technical Services. GOCOM personnel will perform monitoring and maintenance of KTBY's technical equipment and facilities. Subject to direction and control by management personnel of ABC, GOCOM personnel will perform (I) monitoring and maintenance of KTVA's technical equipment and facilities, and (II) the engineering functions of a Chief Operator for KTVA.

(f) Transmission Facilities Maintenance. GOCOM personnel will maintain and repair (as needed) the transmission facilities of KTBY. Subject to direction and control by ABC management personnel, GOCOM personnel will also maintain and repair (as needed) the transmission facilities of KTVA.

(g) Newscast Production.

(I) Production and Delivery. In order to enlarge news broadcasts in the Stations' market and utilizing both KTVA facilities and, as determined by GOCOM, KTBY personnel and facilities, ABC will provide, at such time as ABC and GOCOM shall agree upon reasonable notice from GOCOM of the desired commencement date, but in any event no later September 15, 2001, live-feed, fully-staffed and produced newscasts for broadcast on KTBY; provided that such newscasts will not comprise more than 15% (by duration) of the programming broadcast on KTBY during any broadcast week. ABC will be responsible for delivering such newscasts to KTBY's broadcast facilities. GOCOM shall make available to ABC (at no additional cost to ABC) such technical facilities of KTBY as may be necessary to deliver such newscasts to KTBY's transmission facilities. ABC will use reasonable efforts to provide such

newscasts that are of a quality appropriate to KTBY's market and of interest and designed to cover news related to KTBY's community of license and service area. Such newscasts will be produced exclusively for GOCOM for broadcast on KTBY, but may include non-exclusive videotape, graphics, news stories, field reports and other material. GOCOM personnel will determine the title and format of such newscasts, and such newscasts will have a Fox branded "on-air appearance" as if they had been originated by GOCOM through KTBY.

(II) Commercial, Advertising and Promotional Spots. GOCOM will determine the amount of commercial advertising time and promotional time to be provided for during such newscasts.

(III) Editorial Control and Responsibility. ABC 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 ABC personnel and included in the newscasts which ABC provides to GOCOM. ABC and GOCOM each shall maintain (ABC for KTVA and its operations and properties, and GOCOM for KTBY and its operations and properties) broadcasters' liability insurance policies covering libel, slander, invasion of privacy and the like, general liability, blanket crime, business interruption, property damage, automobile liability and workers' compensation, in forms and amounts customary in the television broadcast industry for a television station the size of the applicable Station, and each of the Parties shall provide for notice to the other Party prior to cancellation thereof. Upon request, each Party shall provide the other with certificates evidencing such insurance, and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies.

(IV) Fox News Feeds. Subject to ABC, GOCOM and Fox entering into a news sharing agreement in form and substance agreeable to the parties thereto, ABC will be free to utilize, at its discretion, the Fox Network News feed footage in the newscasts it produces for GOCOM.

(V) Operating Procedures. ABC and GOCOM will collaborate to create newscast operating procedures which will provide the basis for daily operations, contingencies, KTBY's access to breaking stories, procedures for editorial compliance with FCC Rules and Regulations (including quarterly programs/issues requirements, which shall remain the sole responsibility of GOCOM), regularly scheduled operations, editorial and ratings reviews and guidelines for access by GOCOM personnel and KTBY customers to the Stations' facilities.

(VI) Licensee Programming Discretion. Notwithstanding the foregoing, ABC expressly acknowledges and agrees that GOCOM, as licensee of KTBY, retains the right to interrupt, preempt or delete all or any part of the newscasts provided by ABC.

(VII) Formation of News Production Company. As soon as practicable following the Commencement Date (but, in any event, within one hundred eighty (180) days thereafter), the Parties agree to form a Delaware limited liability company owned and controlled equally by them ("Newsco") to produce and provide live-feed, fully-staffed and produced newscasts for broadcast on both Stations. The Parties will in good faith agree on reasonable governance arrangements in respect of Newsco (including, without limitation, a limited liability company agreement), news production agreements with Newsco and each Party, and such

amendments and restatements of this Agreement, the Joint Sales Agreement, the Right of First Refusal and the Lease, as are appropriate to vest in Newsco the rights, duties and obligations of the Party providing newscasts under the terms and provisions of this Section 4(g).

(h) Co-Location of Facilities. As soon as practicable after the Commencement Time, pursuant to the terms and conditions of a Lease Agreement to be entered into by and between Parties (the "Lease"), KTBV's master control facilities (which shall be under the sole control of GOCOM), and such other facilities as the Parties may agree from time to time, shall be co-located at KTVA's main studio facilities and office located at 1007 West 32nd Avenue, Anchorage, Alaska 99503 (the "Co-Located Facilities"). The Parties shall negotiate in good faith to agree upon and execute and deliver the Lease as soon as practicable after the Commencement Time. ABC and GOCOM will share such other facilities as may be agreed upon by the Parties.

(i) Capital Expenditures; Asset Sales.



(II)

5. BUDGET. ABC shall have the right to review the annual budget prepared by GOCOM in respect of KTBY as it relates to advertising sales of the Stations and other services shared under this Agreement; provided, however, that ABC shall have no control or discretion over KTBY's programming, personnel or finances.

6. FEE; SERVICE STANDARD.

(a) In consideration of the services provided herein by GOCOM, ABC shall pay GOCOM the monthly fees set forth on Schedule A attached hereto and incorporated herein by this reference.

(b) GOCOM shall perform services required hereunder in a manner that complies in all material respects with applicable Legal Requirements and generally accepted broadcast standards.

7. FORCE MAJEURE. Notwithstanding anything contained in this Agreement to the contrary, no Party shall be liable to any other Party for a failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if such Party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God, or other contingencies beyond the reasonable control of such Party, including equipment failure, and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to extend the period in which such performance shall be required, in order to accommodate the period of the pendency of such contingency that shall prevent such performance.

8. 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 as provided in the first and second sentence of this Section 8, then either Party may terminate this Agreement upon written notice to the other.

9. EFFECTIVE TIME; TERM OF SHARING ARRANGEMENTS. This Agreement shall become effective, and the term of this Agreement shall commence, as of 12:01 am Anchorage, Alaska time (the "Commencement Time") on May 1, 2001 (the "Commencement Date"). Subject to the terms and conditions of this Agreement, the initial term of this Agreement expires at 11:59 p.m., local Anchorage Alaska time, on April 30, 2011 (*i.e.*, ten years), provided that ABC may terminate this Agreement effective October 31, 2008 upon at least six (6) months' prior written notice to GOCOM. Unless otherwise terminated by either Party as provided in the following sentence, the term of this Agreement shall be automatically extended for two (2) additional ten (10) year terms. GOCOM-Anchorage or ABC may terminate this Agreement at the end of any applicable ten year term by giving at least six months' prior written notice of such termination to such other Party.

10. EVENTS OF DEFAULT. The following shall, after the expiration of any applicable cure period, constitute "Events of Default" under this Agreement:

(a) Defaults, Etc. The default by either Party in the material observance or performance of any material covenant or agreement contained herein that continues for thirty (30) days after the non-defaulting Party has provided the defaulting Party with written notice specifying the event or events which if not cured would constitute an Event of Default, provided that such 30-day period will be extended for a reasonable period of time if (i) the default is capable of being cured, (ii) the defaulting Party is acting in good faith to cure such default, and (iii) such extension is not materially adverse to the other Party; or

(b) Bankruptcy, Etc. Either Party (i) makes a general assignment for the benefit of creditors or (ii) files or has filed against it a petition for bankruptcy, for reorganization 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 or discharged within sixty (60) days thereafter.

11. TERMINATION.

(a) Termination Upon Event of Default. Upon the occurrence (and during the continuance) of an Event of Default, the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party, provided that the non-defaulting Party is not also in material breach of this Agreement, the Joint Sales Agreement, the Lease or the Right of First Refusal Agreement, and provided further that if the matter of whether an Event of Default has occurred is the subject of a dispute pursuant to this Agreement, then this Agreement may terminate on the day after the resolution of such Claim (as defined in Section 22 below) by

binding arbitration as provided in Section 22 hereof, provided that such resolution determines that an Event of Default has occurred.

(b) Termination Upon Order of Governmental Authority. Either Party may terminate this Agreement upon the occurrence of a Governmental Termination Event. A "Governmental Termination Event" will occur if any court or federal, state or local government authority (including the FCC) of competent jurisdiction (x) orders or takes any action that becomes effective and that requires the termination or material curtailment of GOCOM's activities with respect to KTVA pursuant to this Agreement or (y) otherwise determines that this Agreement or performance by any Party of its obligations hereunder violates applicable Legal Requirements in any material respect, provided that such order or action will no longer constitute a Governmental Termination Event during any period in which such action, order or determination is stayed or otherwise ceases to be effective. Each Party shall cooperate with each other and use its reasonable efforts to defend any proceeding, litigation or investigation that could reasonably be expected to result in the occurrence of a Governmental Termination Event so as to endeavor to avoid the occurrence of a Governmental Termination Event. In the event of the occurrence of a Governmental Termination Event, each of GOCOM and ABC shall, prior to exercising its right to terminate this Agreement pursuant to this Section 11(b), negotiate in good faith with the aim of agreeing to modify this Agreement as necessary to preserve the intent of the Parties, the economic and other benefits of this Agreement, and to obviate any such Governmental Termination Event to the extent such modification is permissible, provided that any Party may terminate this Agreement pursuant to this Section 11(b) at any time that it reasonably believes (with the advice of reputable legal counsel) that failure to so terminate this Agreement is reasonably likely to result in material liability to (or otherwise have a material adverse effect on) such Party. Notwithstanding any other provision of this Agreement, the occurrence of a Governmental Termination Event shall not be deemed to give rise to a breach of any covenant or agreement of a Party to the extent such Governmental Termination Event relates to the Parties' compliance with the multiple ownership rules and regulations of the FCC in connection with the Parties' performance under this Agreement (in accordance with the terms hereof).

(c) Termination Upon Termination of Other Agreements. This Agreement shall automatically terminate without action of any Party upon the termination of the Joint Sales Agreement, Right of First Refusal Agreement or the Lease in accordance with their respective terms.

(d) Termination Pursuant to Section 8. Either Party may terminate this Agreement as provided in the last sentence of Section 8.

12. LIABILITIES AFTER TERMINATION. After termination of this Agreement for any reason, GOCOM shall be entitled to all fees described in Section 6(a) in respect to periods prior to such termination. Termination of this Agreement shall not relieve any Party for liability for breach of any provision of this Agreement occurring prior to termination.

13. INDEMNIFICATION.

(a) ABC shall indemnify and hold GOCOM and its officers, directors, shareholders, members, managers, agents, representatives, employees and contractors (collectively, the "GOCOM Indemnified Parties") harmless from, against and in respect of, and shall pay to the GOCOM Indemnified Parties the amount of, any and all claims, losses, costs, expenses, liabilities and damages (including interest, penalties and reasonable attorneys' fees) (collectively, "Losses") that any GOCOM Indemnified Party incurs, suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to: (i) any breach or default in the performance by ABC of its covenants or agreements under this Agreement; (ii) the actual or alleged violation or breach of any third parties' rights, or of the FCC's Rules and Regulations or other applicable Legal Requirements, as a result of the provision of any content within newscasts by ABC or its employees, or any variation by ABC or its employees of any content provided by GOCOM or its employees in such newscasts; or (iii) any actual or alleged violation by ABC of applicable Legal Requirements in the performance of its obligations hereunder.

(b) GOCOM, jointly and severally, shall indemnify and hold ABC and its officers, directors, members, managers, agents, representatives, employees and contractors (collectively, the "ABC Indemnified Parties") harmless from, against and in respect of, and shall pay to the ABC Indemnified Parties the amount of, any and all Losses that any ABC Indemnified Party incurs, suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to: (i) any breach or default in the performance by GOCOM of its covenants or agreements under this Agreement; (ii) the actual or alleged violation or breach of any third parties' rights, or of the FCC's Rules and Regulations or other applicable Legal Requirements, as a result of the provision of any news content provided by GOCOM or its employees in such newscasts, or any variation by GOCOM or its employees of any content provided by ABC or its employees in such newscasts; or (iii) any actual or alleged violation by GOCOM of applicable Legal Requirements in the performance of its obligations hereunder.

(c) The indemnification obligations under this Section 13 shall survive any expiration or termination of this Agreement. With respect to any indemnity claims involving third parties: (i) the obligation of each Party to indemnify is conditioned on the receipt of notice from the Party making the claim for indemnification in time to allow the defending Party to timely defend against the claim (except to the extent the indemnifying Party shall not be materially prejudiced by such delay) and upon the reasonable cooperation of the claiming Party in defending against the claim; and (ii) the Party responsible for indemnification shall, after giving written notice to the Party seeking indemnification that it accepts responsibility under this Section to indemnify such Party for such matter, be entitled to select counsel and by written notice to the Party seeking indemnification assume control of the defense and settlement thereof; provided, however, that no claim may be settled by an indemnifying Party without the consent of the indemnified Party, which consent shall not be unreasonably withheld or delayed. The amount of the fees payable by ABC to GOCOM pursuant to Section 6 above shall not be deemed to be a measure of damages in the event of a breach or default in performance by either Party of this Agreement.

14. 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.

15. NOTICES. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered to the recipient by telecopy or facsimile machine, in person or sent by commercial delivery service or registered or certified mail, postage prepaid and return receipt requested, (c) deemed to have been given on the date received by the recipient (if delivered in person, by telecopy or facsimile machines or by registered or certified mail) or on the date set forth in the records of the delivery service (if delivered by commercial delivery service) and (d) addressed as follows:

To GOCOM:           c/o GOCOM Communications  
7621 Little Avenue  
Suite 506  
Charlotte, NC 28226  
Attention: Richard L. Gorman  
Facsimile No.: 704.341.0945

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

Wyrick Robbins Yates & Ponton LLP  
4101 Lake Boone Trail  
Suite 300  
Raleigh, NC 27607  
Attention: Stephen C. Brissette, Esq.  
Facsimile No.: 919.781.4865

And to:           Cohn and Marks  
1920 N Street, NW  
Suite 300  
Washington, DC 20036  
Attention: Joel H. Levy, Esq. and Joseph M. Di Scipio, Esq.  
Facsimile No.: 202.293.4827

To ABC:           Alaska Broadcasting Company, Inc.  
c/o MediaNews Group, Inc.  
1560 Broadway, Suite 2100  
Denver, Colorado 80202  
Attention: Joseph J. Lodovic IV, President  
Facsimile No.: 303.894.9327

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

Hughes Hubbard & Reed LLP  
One Battery Park Plaza  
New York, New York 10004-1482  
Attention: James M. Modlin, Esq.  
Facsimile No.: 212.422.4726

And to:

Wilkinson Barker Knauer  
2300 N Street, N.W., Suite 700  
Washington, DC 20037-1128  
Attention: Kenneth E. Satten, Esq.  
Facsimile No.: 202.833.2360

or to any such other or additional persons and addresses as the parties may from time to time designate in writing and delivered in accordance with this Section 15.

16. ASSIGNMENT; BINDING AGREEMENT. Except as hereinafter provided in the proviso to this sentence, neither Party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party; provided, however, that (i) any Party shall be permitted to collaterally assign its rights (including granting a security interest herein) under this Agreement to its senior lenders without the consent of any other Party and (ii) upon the sale of a Station in accordance with the Right of First Refusal Agreement the selling Parties shall assign, without the consent of the other Parties (which consent shall not be necessary), and shall, in any applicable purchase and sale or other acquisition agreement, require any Station purchaser to assume, this Agreement together with the Joint Sales Agreement, the Right of First Refusal Agreement and the Lease. Any such assignment shall be subject to any required FCC consent. Any such purchaser shall be required to execute and deliver to the non-selling Parties an appropriate contractually binding assignment and assumption agreement in form and substance reasonably acceptable to such non-selling Parties. The Parties acknowledge that any such sale of a Station that does not provide for such assumption by the purchaser shall cause the non-assigning Parties irreparable injury for which damages are not an adequate remedy. Therefore, the Parties agree that the non-selling Parties shall be entitled to seek an injunction or similar relief from any court of competent jurisdiction restraining the assigning Parties from committing a violation of this Section 16 without the necessity of proving the inadequacy of money damages or of posting a bond or other surety. The covenants and agreements 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 person or entity other than the Parties and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. The rights of ABC Indemnified Parties and GOCOM Indemnified Parties shall be asserted by ABC and GOCOM respectively. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any Party that shall properly assign this Agreement in accordance with the terms hereof (other than pursuant to clause (I) of the proviso to the first sentence hereof) shall be released from all liabilities and obligations hereunder in respect of periods following such assignment.

17. NO STRICT CONSTRUCTION. 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.

18. 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.

19. ENTIRE AGREEMENT. This Agreement, the Joint Sales Agreement, the Lease, the Right of First Refusal Agreement and any other agreement between and among the parties and dated as of the date hereof 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.

20. 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, and such counterparts may be delivered via facsimile machine and such facsimile copies shall be deemed originals in all respects.

21. 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.

22. ARBITRATION. Except as otherwise provided in Section 16 above, the Parties agree that any and all claims, disputes or controversies arising from or relating to this Agreement or the validity, enforceability or scope of this arbitration provision or any term or provision of this Agreement (collectively, "Claims"), shall be resolved by binding arbitration pursuant to this Section 22 and the Commercial Arbitration Rules described below that are in effect at the time the Claim is filed. Arbitration shall be conducted with the American Arbitration Association (the "AAA") pursuant to and in accordance with the AAA's Commercial Arbitration Rules. If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure and mutually acceptable to GOCOM and ABC shall be substituted for the AAA. The forum for any Claim brought pursuant to this Agreement or this arbitration provision shall be in Washington, D.C. The arbitrator(s) shall decide which Party is ultimately responsible for paying any arbitration expenses, including the arbitration filing fee and the arbitrators' fees. Unless inconsistent with applicable law, each Party hereto shall bear the expense of its respective attorneys', experts' and witness fees, and the arbitration shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator(s) shall apply the substantive and procedural law of the State of Delaware consistent with the FAA, except that the arbitrators shall decide, in their sole discretion and without regard to Delaware law, upon issues regarding allowable discovery or the admissibility of evidence. The arbitrators shall observe applicable statutes of limitations and shall honor claims of privilege recognized by Delaware law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, consistent with the Delaware Uniform Arbitration Act, 10 Delaware Code Annotated Chapter 57. This arbitration provision

shall survive satisfaction of the Parties' contractual obligations and termination of this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable under the FAA, it shall not invalidate the remaining portions of this arbitration provision. This arbitration provision shall be interpreted or severed as necessary in favor of enforceability.

23. 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.

24. FURTHER ASSURANCES. Each Party shall without additional consideration execute and deliver such additional documents and take such further actions as are reasonably necessary for the purposes of carrying out this Agreement and the transactions contemplated herein.

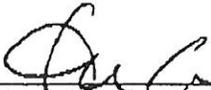
25. PRESS RELEASES. Except as may be required by law or by any governmental agency, no announcement to the public of the transactions contemplated herein shall be made by any Party, unless such announcement shall have been approved in advance in writing by the other Party, which shall not be unreasonably withheld.

26. EXPENSES. Except as otherwise specifically provided herein, whether or not this Agreement becomes effective, each of the Parties shall pay the fees and expenses of its respective counsel, accountants and other experts incident to the negotiation, drafting and execution of this Agreement, the Joint Sales Agreement, the Lease and the Right of First Refusal Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; THE SIGNATURE PAGE FOLLOWS]*

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

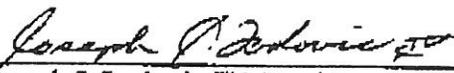
**GOCOM BROADCASTING OF ANCHORAGE, LLC**

By:   
Richard L. Gorman, President

**GOCOM OF ANCHORAGE LICENSE SUB, LLC**

By:   
Richard L. Gorman, President

**ALASKA BROADCASTING COMPANY, INC**

By:   
Joseph J. Lodovic IV, President, President

[SIGNATURE PAGE TO SHARED SERVICES AGREEMENT]