

**OMNIBUS FIRST AMENDMENT TO  
AMENDED AND RESTATED JOINT SALES AGREEMENT  
AND  
AMENDED AND RESTATED SHARED SERVICES AGREEMENT**

THIS OMNIBUS FIRST AMENDMENT TO AMENDED AND RESTATED JOINT SALES AGREEMENT AND AMENDED AND RESTATED SHARED SERVICES AGREEMENT (the “**Amendment**”), made as of December 23, 2008 (the “**Amendment Date**”), is by and between Newport Television LLC, a Delaware limited liability company (“**Seller**”), and High Plains Broadcasting Operating Company LLC, a Delaware limited liability company (“**Buyer**”).

**WITNESSETH:**

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of December 23, 2008 (as it may be amended, restated or modified from time to time, the “**KFTY Purchase Agreement**”), pursuant to which Seller has agreed to sell, and Buyer and its affiliates have agreed to purchase, certain of the assets used and useful in connection with the operation of the television broadcast station KFTY(TV), Santa Rosa, California (“**KFTY**”);

WHEREAS, Seller and Buyer are parties to (i) that certain Amended and Restated Joint Sales Agreement, dated as of September 15, 2008 (as it may be amended, restated or modified from time to time, the “**JSA**”), and (ii) that certain Amended and Restated Shared Services Agreement, dated as of September 15, 2008 (as it may be amended, restated or modified from time to time, the “**SSA**”), each with respect to television broadcast stations KGPE(TV), Fresno, California, KGET-TV, Bakersfield, California, WOAI-TV, San Antonio, Texas, WTEV-TV, Jacksonville, Florida, and KUCW(TV), Ogden, Utah; and

WHEREAS, Seller and Buyer desire to amend the JSA and the SSA each as set forth herein and each effective as of the closing of the KFTY Purchase Agreement to reflect and effect the addition of KFTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the JSA or SSA, as applicable.

**2. Amendments to JSA.**

**2.1** The defined term “Covered Station” as used in the JSA shall be deemed amended to include KFTY.

**2.2** The defined term “Acquisition Financing Arrangement” shall be amended by deleting it in its entirety and replacing it with the following:

““**Acquisition Financing Arrangement**” means (i) the financing arrangement under the JSA Credit Agreement, dated as of September 15, 2008, by and among the Station Licensee, as borrower, the lenders and agents from time to time party thereto, and Wachovia Bank, N.A., as administrative agent, together with the other Loan Documents (as defined in such Credit Agreement), as each of the same may be amended, restated, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, and (ii) any financing arrangement entered into by Station Licensee (or an Affiliate), as borrower, in connection with the financing of the transactions contemplated by the KFTY Purchase Agreement.”

**2.3** The defined term “Transaction Documents” as used in the JSA shall be deemed amended to include the KFTY Purchase Agreement.

**2.4** The following defined term shall be added to Section 1.1 of the JSA in the appropriate alphabetical order:

““**KFTY Base Date**” means the date on which the closing of the KFTY Purchase Agreement shall have occurred.”

**2.5** The following defined term shall be added to Section 1.1 of the JSA in the appropriate alphabetical order:

““**KFTY Purchase Agreement**” shall mean that certain Asset Purchase Agreement, dated as of December \_\_, 2008, by and between, Sales Agent, as seller, and Station Licensee and High Plains Broadcasting License Company LLC, an Affiliate of Station Licensee, as buyers.”

**2.6** Section 2.2(e) of the JSA shall be deleted in its entirety.

**2.7** Section 4.6 of the JSA shall be amended by deleting it in its entirety and replacing it with the following:

“**Accounts Receivable.** Notwithstanding anything to the contrary contained herein, any accounts receivable or revenue received by Sales Agent in respect of the operation of a Covered Station during the period prior to the Base Date or the KFTY Base Date, as applicable, shall not be included in Net Sales Revenue.”

**2.8** Section 8.1 of the JSA shall be amended (i) adding the phrase “or the KFTY Purchase Agreement” after the term “Station Purchase Agreement” in the proviso following subclause (c) thereof and (ii) deleting the phrase “including the Sellers pursuant to a Covered Station Purchase Agreement” from the first full paragraph following subclause (c) thereof and replacing it with the phrase “the sellers under the Station Purchase Agreement or the KFTY Purchase Agreement, as applicable”.

**2.9** Section 9.13 of the JSA shall be amended by deleting in its entirety the second sentence thereof.

### **3. *Amendments to SSA.***

**3.1** The defined term “Covered Station” as used in the SSA shall be deemed to include KFTY.

**3.2** The following defined term shall be added to Section 1 of the SSA in the appropriate alphabetical order:

““***KFTY Purchase Agreement***” shall mean that certain Asset Purchase Agreement, dated as of December \_\_, 2008, by and between, Service Provider, as seller, and Station Licensee and High Plains Broadcasting License Company LLC, an Affiliate of Station Licensee, as buyers.”

**3.3** Section 10(a) of the SSA shall be amended by adding the phrase “or KFTY Purchase Agreement “ after the term “Station Purchase Agreement” in the second full paragraph following subclause (ii) thereof.

**3.4** Schedule 1-A to the SSA shall be amended by deleting it in its entirety and replacing it with Schedule 1-A attached hereto.

**3.5** Schedule 4(e) to the SSA shall be amended and by deleting it in its entirety and replacing it with Schedule 4(e) attached hereto.

**4. *Reaffirmation of the Agreements.*** Except as expressly provided herein, the JSA and the SSA are not amended, modified or affected by this Amendment and the JSA and the SSA and the rights and obligations of the parties hereto thereunder are hereby ratified and confirmed by the parties in all respects. For purposes of clarity, the rights and obligations of the parties with respect to KFTY shall not be deemed to have retroactively commenced as of the Base Date (as such term is defined in the JSA and SSA, respectively), but shall commence on the KFTY Base Date (as such term is defined in the JSA and SSA, respectively, pursuant to this Amendment) for all purposes under the JSA and SSA.

**5. *Counterparts.*** This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Each party will receive by delivery or electronic transmission a duplicate original of the Amendment executed by each party, and each party agrees that the delivery of the Amendment by electronic transmission will be deemed to be an original of the Amendment so transmitted.

*[Remainder of page intentionally left blank. Signature pages follow.]*

*Execution Copy*

IN WITNESS WHEREOF, the parties have caused this Omnibus First Amendment to Amended and Restated Joint Sales Agreement and Amended and Restated Shared Services Agreement to be duly executed and delivered as of the date above.

**NEWPORT TELEVISION LLC**

**HIGH PLAINS BROADCASTING OPERATING  
COMPANY LLC**

By: 

Name: John P. Gross

Title: Vp of Sales

By: 

Name: JAMES H. MARTIN

Title: PRESIDENT

Schedule 4(e)

(i) All towers and other rights in real property, including tower leases, acquired by Service Provider in connection with each Covered Station, pursuant to that certain Asset Purchase Agreement, by and between Service Provider and Clear Channel Broadcasting, Inc., dated April 20, 2007 (the “Initial Station Acquisition Agreement”).

(ii) All tangible personal property acquired by the Service Provider in connection with each Covered Station pursuant to the Initial Station Acquisition Agreement, *exclusive* of any tangible personal property conveyed by Service Provider to Station Licensee pursuant to the terms and subject to the conditions of the Station Purchase Agreement or the KFTY Purchase Agreement.

***Schedule 1-A***

***Base SSA Amount by Covered Station***

<b><i>Covered Station</i></b>	<b><i>Base SSA Amount/per month</i></b>
KGPE(TV), Fresno, California	
KGET-TV, Bakersfield, California	
WOAI-TV, San Antonio, Texas	
WTEV-TV, Jacksonville, Florida	
KUCW(TV), Ogden, Utah	
KFTY(TV), Santa Rosa, California	