

CONTRIBUTION AGREEMENT

This Contribution Agreement, (the "Agreement") dated as of July 23, 2009, is by and between Hearst Broadcasting, Inc. a Delaware corporation ("HBI") and Hearst Television Inc., a Delaware corporation ("HTV").

W I T N E S S E T H:

WHEREAS, HBI is the owner of all the issued and outstanding equity interests in (a) Hearst Radio, Inc., (b) WPBF-TV Company, (c) WMOR-TV Company, and (d) KCWE-TV Company (the assets being collectively referred to as the "Assets"); and

WHEREAS, HBI desires to contribute and assign the Assets to HTV and HTV desires to accept the Assets.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. Contribution of Assets. HBI hereby agrees to contribute and transfer to HTV all of HBI's right, title and interest in the Assets, free and clear of all liens and encumbrances. Such contribution shall be made in respect of HBI's existing shares of common stock of HTV. The transfer of Assets will be made promptly upon (1) obtaining FCC approval for the transfer of the Assets and (2) with respect to Hearst Radio, Inc. and KCWE-TV Company, obtaining releases of their obligations as Subsidiary Guarantors under the Third Amended and Restated Credit Agreement among The Hearst Corporation and various banks dated April 29, 2005 and the Note and Guarantee Agreement of Hearst Communications, Inc. dated August 30, 2001.

Section 2. Acknowledgments in Respect of the Assignment. Each of the parties hereto agrees to take all actions that may be necessary or appropriate to effect the transactions contemplated pursuant to this Agreement.

Section 3. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and do not limit or otherwise affect construction or interpretation of any term or provision hereof.

Section 4. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to its subject matter.

Section 5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES RELATING TO CONFLICT OR CHOICE OF LAWS.

Section 6. Counterparts. This Agreement may be executed in multiple counterpart copies, each of which shall be considered an original and all of which constitute one and the same instrument binding on all the parties.

Section 7. Further Assurances. Each of the parties hereto agrees to cooperate at all times from and after the date hereof with respect to all matters described herein, and to execute such further assignments, releases, assumptions, amendments of agreements, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

HEARST BROADCASTING, INC.

By: 

Name: James M. Asher

Title: Vice President

HEARST TELEVISION INC.

By: 

Name: Harry T. Hawks

Title: Executive Vice President &
CFO