

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement ("Agreement") is made and entered into as of this 12th day of December, 2008, by and among the selling entities set forth on Exhibit A hereto and the license holders set forth on Exhibit B hereto (each a "Licensee" and collectively, the "Licensees") and New World TV Group, LLC, a Delaware limited liability company, (the "Broker"). This Agreement is subject to approval by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and shall be effective as of January 14, 2009 (the "Effective Date"). For purposes of this Agreement, the Licensees and Broker each may be referred to individually as a "Party," and together as the "Parties." Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement, dated as of December 12, 2008, among the Sellers and Buyers listed therein.

WITNESSETH

WHEREAS, Licensees hold the over-the-air television broadcast licenses and other authorizations (collectively, the "FCC Authorizations") issued by the Federal Communications Commission ("FCC") used and useful for the operation of the following television stations (each a "Station" and collectively the "Stations"):

Television Station	Facility ID #	Community of License	Debtor Owning Television Station
KMPH-TV	51488	Visalia, CA	Pappas Telecasting Incorporated [FCC Licensee: KMPH(TV) License, LLC]
KMPH-CA	51489	Merced-Mariposa, CA	
KMPH-LD	168338	Merced-Mariposa, CA	
KFRE-TV	59013	Sanger, CA	Pappas Telecasting of Central California, L.P. [FCC Licensee: KFRE(TV) License, LLC]
KTNC-TV	21533	Concord, CA	Pappas Telecasting of Concord, L.P. [FCC Licensee: KTNC License, LLC]
KUNO-TV	8378	Fort Bragg, CA	Pappas Telecasting of Concord, L.P. [FCC Licensee: Concord License, LLC]
KDSL-CA	8293	Ukiah, CA	

Television Station	Facility ID #	Community of License	Debtor Owning Television Station
KCWK(TV) KCWK-LP	84238 12730	Walla Walla, WA Yakima, WA	CASA of Washington, LLC [FCC Licensee: KCWK License, LLC]
KAZH(TV)	70492	Baytown, TX	Pappas Telecasting of Houston, L.P. [FCC Licensee: KAZH License, LLC]
KDBC-TV KCWO-CA KCWF-CA KKNJ-LP	33764 33765 33767 33766	El Paso, TX Silver City, NM Las Cruces, NM Alamogordo, NM	Pappas Telecasting of El-Paso-Juarez, L.P. [FCC Licensee: KDBC License, LLC]
KPTM(TV) KKAZ-CA KKAZ-LD	51491 51492 168251	Omaha, NE Omaha, NE Omaha, NE	Pappas Telecasting of Midlands, L.P. [FCC Licensee: KPTM(TV) License, LLC]
KPTH(TV) KPTP-LP KPTP-LD	77451 127666 168169	Sioux City, IA Norfolk, NE Norfolk, NE	Pappas Telecasting of Sioux City, L.P. [FCC Licensee: KPTH License, LLC]
WCWG(TV)	35385	Lexington, NC	WCWG of the Triad, LLC [FCC Licensee: WCWG License, LLC]

WHEREAS, Licensees are debtors-in-possession under Chapter 11 of the United States Bankruptcy Code;

WHEREAS, on August 14, 2008, the Office of the United States Trustee for the District of Delaware appointed E. Roger Williams the chapter 11 trustee (the "Chapter 11 Trustee") of Licensees, and, on August 18, 2008, the Bankruptcy Court approved the

appointment of the Chapter 11 Trustee in the Licensees' chapter 11 cases (the "Chapter 11 Cases");

WHEREAS, Licensees, acting by and through the Chapter 11 Trustee, have been authorized by the Bankruptcy Court to sell the Stations and all related assets to Broker pursuant to the Bankruptcy Court's order dated January 13, 2009 (the "Sale Order") approving that certain Asset Purchase Agreement by and between Licensees and Broker (the "Asset Purchase Agreement");

WHEREAS, pending the consummation of the transactions contemplated by the Asset Purchase Agreement and Sale Order, the Licensees continue to operate their businesses and manage their properties under the supervision of the Chapter 11 Trustee;

WHEREAS, Licensees have broadcast time available for sale on the Stations and desire that Broker provide programming to fill such time that is responsive to the needs, interests, issues and desires of the Stations' communities of license and service areas; and

WHEREAS, Broker desires to purchase time on the Stations to present its programming on the Stations and to sell advertising time for inclusion in said programming, and is willing to purchase that broadcast time, subject to the limitations set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sufficiency of which are acknowledged, the parties hereto have agreed and do agree as follows:

1. **Term**. Commencing on the Effective Date and continuing thereafter until such time as this Agreement terminates as provided in Section 8 below (such period, the "**Term**"), Licensees shall make their broadcasting transmission and other facilities (including auxiliary broadcast, earth station, microwave and other ancillary facilities licensed under the FCC Authorizations) available to Broker and to broadcast on the Stations, or cause to be broadcast on the Stations, such programming, commercial advertising, promotional announcements, public service announcements and other program related material as may be designated by Broker from time to time (collectively, the "**Brokered Programming**"), including, without limitation (a) any programs, shows and other content provided by and/or available to Licensees under their respective network affiliation agreements, film and program barter agreements, sports rights agreements, news rights or service agreements, syndication agreements and other programming related contracts in effect on the Effective Date of this Agreement (and as may be amended from time to time, with Licensees' reasonable consent, consistent with the terms of this Agreement) ("**Licensee Program Contracts**"), provided, however, that Broker shall comply with all requirements in the Licensee Program Contracts, and (b) as may be acquired and supplied to the Stations by Broker (the "**Broker Supplied Programming**") (in each case subject to Licensees' control as provided elsewhere in this Agreement). Regardless of any language herein to the contrary, Broker shall not modify or terminate any of Licensees' Program Contracts without Licensees' prior reasonable consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Broker shall notify Licensees at least three (3) but not more than fourteen (14) business days prior to the Closing Date of any of Licensee Program Contracts that Broker does not wish to have assigned at the Closing. Broker shall provide fourteen (14) days

