

LOCAL MARKETING AGREEMENT

This LOCAL MARKETING AGREEMENT (the "Agreement") is made and entered into July 26, 2006, by and among LIN Television Corporation ("LIN"), and Raycom Media, Inc., KASA Holdings, LLC, and KASA License Subsidiary, LLC (collectively, "Licensee"), licensee and operator of television station KASA-TV-DT, Santa Fe, New Mexico, and its associated TV translators (collectively, the "Station"). This Agreement will become effective on August 31, 2006 (the "Effective Date").

RECITALS

A. Licensee owns the assets of, and holds the broadcast and associated licenses issued by the Federal Communications Commission (the "FCC") for the Station.

B. Contemporaneously with the execution of this Agreement, LIN and Licensee entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which LIN will purchase substantially all of the assets of the Station from Licensee.

C. Licensee and LIN desire that, as of the Effective Date, LIN provide programming to be transmitted on the Station pursuant to the provisions hereof and pursuant to applicable FCC regulations until, unless extended by agreement among the parties, the earlier of (i) July 31, 2007, (ii) the closing of the transactions contemplated by the Purchase Agreement (the "Closing") or (iii) the termination of this Agreement in accordance with Paragraph 7 (the "Term").

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertaking herein contained, the parties agree as follows:

1. Licensee's Obligations. Licensee represents that it owns or leases the operating assets of the Station and holds all the FCC licenses of the Station and any associated auxiliary FCC licenses used in the current operation of the Station (collectively, the "FCC Licenses"). Licensee further represents that all the FCC Licenses are valid and in full force. Subject to Paragraphs 3 and 5 of this Agreement, Licensee agrees to furnish to LIN the exclusive and continuous use of the Station and any facilities used in connection with the Station to broadcast any programs LIN chooses during all hours of operation of the Station; provided that Licensee may designate on the Station such time as it may require for the broadcast of programming necessary for the Station to broadcast a reasonable amount of programming responsive to the needs, issues and problems of the community served by the Station as required by the FCC, or as otherwise reasonably determined by Licensee to be in the public interest. Licensee also agrees to permit LIN to use in connection with this Agreement any programming which Licensee has the right to broadcast on the Station. Licensee shall use its best efforts to secure all necessary consents, if any, from third parties to permit LIN to use such facilities and programming and other services used by Licensee in the operation of the Station prior to the date hereof. Nothing in this Agreement shall abrogate the authority of Licensee to discharge its obligations to the public and to comply with the Communications Act of 1934, as amended, and the rules,

regulations and policies of the FCC promulgated thereunder (collectively, the "Communications Laws").

2. LIN's Obligations.

(a) From and after the Effective Date, during the term of this Agreement, LIN shall pay Licensee a fee for the use of the Station of [REDACTED] (the "Monthly Fee"). The Monthly Fee shall be due and payable in advance commencing on the Effective Date and due and payable on the same day of each month thereafter during the Term. If such day is not a business day, payment shall be made on the next succeeding business day. If termination of this Agreement occurs other than on the date when a Monthly Fee is due, the Monthly Fee shall be pro-rated based on the actual number of days that LIN operated the Station from the date after the preceding Monthly Fee payment date, and if termination is as a result of the Closing, the resulting amount shall be treated as an Apportionment under Section 1.7 of the Purchase Agreement. The Monthly Fee shall not be considered as partial payment toward any purchase price for the assets of the Station under the Purchase Agreement.

(b) From and after the Effective Date, during the term of this Agreement, LIN shall in addition reimburse Licensee for the costs of the employees specified in Paragraph 5(d), and any other payments which Licensee is obligated to make in connection with the Station. LIN shall reimburse Licensee for such payments within five (5) business days after its receipt of a written account of such expenses from Licensee, subject to the review and verification of such payments by LIN. During the term of this Agreement, LIN shall be entitled to any revenue due Licensee under any lease or other agreements relating to the Station.

3. Operation of the Station.

(a) LIN shall be responsible for the day-to-day maintenance and operation of the Station subject to the ultimate oversight and control of Licensee in accordance with the Communications Laws. Beginning upon the Effective Date, and throughout the Term, LIN shall receive all revenues of the Station, from whatever source derived, and, subject to applicable FCC rules and regulations, shall be responsible for all reasonable costs relating to the operations and/or programming of the Station for time periods after the Effective Date, except for the costs of Licensee's employees specified in Paragraph 5(d). LIN's costs shall include, but are not limited to, utilities, telephone, delivery and postal services, equipment lease payments, taxes, insurance, security, equipment and vehicle expenses and all other costs and expenses associated with the day-to-day maintenance and operation of the Station and the Station premises, any program or music license fees, and all employee costs and expenses (including salaries, bonuses, commissions, overtime, extended disability, maternity and other leave, travel and entertainment charges, taxes, insurance, hiring and all other related costs of personnel employed at the Station other than those employees specified in Paragraph 5(d) (collectively, the "Operating Expenses"), *provided, that*, Operating Expenses shall not include (a) federal, state and local income and similar taxes imposed on Licensee, (b) interest on indebtedness or other similar obligations of Licensee, (c) salaries, bonuses, overtime, extended disability, maternity and other leave and all costs of personnel employed at the Station, including any vacation pay due or payable to employees, in each case relating to the period prior to the Effective Date; (d) severance and other termination payments due any employee who terminated employment with Licensee prior to the

Effective Date; (e) fees and expenses paid to a collection agency or other third party in connection with the collection of the Licensee Accounts (as defined in Paragraph 15 hereof); (f) FCC and other regulatory and governmental fees and expenses; and (g) maintenance, repair or replacement costs outside of the ordinary course of business.

(b) Notwithstanding anything herein to the contrary, LIN shall forward all funds received by LIN in payment of accounts receivable of the Station for services provided by Licensee prior to the Effective Date as set forth in Paragraph 15 hereof. Schedule 1.1(d) to the Purchase Agreement lists all cash advertising and trade/barter agreements (such agreements, together with all existing programming rights agreements, the "Contracts"). LIN shall assume as of the Effective Date (but for the duration of the Term only) all of Licensee's rights, obligations and commitments under the Contracts to the extent the same arise during the Term. To the extent that, as of the Effective Date, Licensee is obligated to air advertising under any pre-paid trade/barter or cash agreements, LIN shall broadcast such advertising and shall be entitled to a reduction in the Monthly Fee for the amount of such advertising broadcast during the previous month at the rate specified in those agreements.

(c) If either party becomes aware that the Station has suffered any loss or damage of any nature to its transmission or studio facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, such party shall immediately notify the other party of the same. Except where such loss or damage has been caused by LIN or its agents or employees, Licensee shall undertake such repairs at its expense as are necessary to restore full operations of the Station as expeditiously as possible and, in each such case, LIN shall be entitled to a reduction in the Monthly Fee for time not provided based on a *pro rata* adjustment, calculated based upon the length of time during which the failure or interruption continues. If LIN or its agents or employees causes such damage or loss to any of the Station's facilities, LIN shall be responsible for such damage or loss and LIN shall promptly advance the Licensee the funds needed to repair any such damage.

(d) LIN shall hold Licensee harmless and indemnify and defend Licensee against all claims, injuries, liabilities or other damages (including reasonable attorneys' fees and other legal costs) asserted by third parties that result directly from (i) any misrepresentation of LIN or any breach by LIN or failure by LIN to perform, any representation, warranty or covenant contained in or made by LIN pursuant to this Agreement or (ii) any action by LIN or its employees and agents with respect to (A) the Station or (B) Licensee's employees after the Effective Date, or any failure by LIN or its employees and agents to take any action with respect to the Station after the Effective Date, including, without limitation, violations of the rules and regulations of the FCC, including, slander, libel, copyright infringement, defamation, indecency, violation of rights of privacy or other claims relating to programming provided by LIN or LIN's broadcast and sale of advertising time on the Station. Licensee shall hold LIN harmless and indemnify and defend LIN against all claims, liabilities, injuries or other damages (including reasonable attorneys' fees and other legal costs) asserted by third parties that result directly from (i) any misrepresentation of Licensee or any breach by Licensee or failure by Licensee to perform, any representation, warranty or covenant contained in or made by Licensee pursuant to this Agreement, (ii) any action by Licensee or its employees and agents with respect to the Station, or any failure by Licensees or its employees and agents to take any action with respect to the Station, (iii) the operation of the Station prior to the Effective Date, or (iv) any failure by

Licensee to obtain or maintain any FCC license or other license necessary for the operation of the Station.

4. Responsibility for Employees

(a) Employment by LIN of Licensee's Employees. Immediately prior to the Effective Date, LIN will offer employment to all individuals actively employed by Licensee at the Station (the "Station Employees"), other than (i) those necessary for Licensee to perform its obligations under all applicable FCC regulations and this Agreement, pursuant to Paragraph 5(d) and (ii) those designated by LIN in a written notice given to Licensee prior to the Effective Date; provided, however, with respect to any individual employed by Licensee at the Station who is on inactive status immediately prior to the Effective Date (including employees who are inactive due to layoff, leave or short-term or long-term disability or other permitted absence from employment, but other than those employees on vacation as of the Effective Date) and set forth on Schedule 2.11 of the Purchase Agreement (the "Excluded Employees"), Licensee or its affiliates shall continue to employ such individuals and LIN shall offer employment, in accordance with LIN's standard hiring procedures, to Excluded Employees, who are on medical or disability leave immediately prior to the Effective Date and for less than 12 months, upon any such individual's release by his or her physician to return to active employment and such individual actually reports for active employment with LIN immediately upon such medical release; provided, however, LIN shall not be required to offer employment under this provision after three months from the Effective Date. Each such offer of employment shall be conditioned upon the execution of this Agreement and shall be for the substantially the same job position held by, and at least the same salary or hourly wage rate provided to, such employee immediately prior to the Effective Date. With respect to each employee who accepts such offer of employment and commences employment with LIN on or after the Effective Date (collectively, the "Transferred Employees"), employment with the Licensee shall terminate, and employment with LIN shall commence, as of the Effective Date, or with respect to an Excluded Employee, at the time such individual commences active employment with the LIN. Licensee shall retain liability and responsibility for any Excluded Employee until such employee becomes a Transferred Employee, if applicable. With respect to any Station Employee who is not offered employment pursuant to this Paragraph 4(a) (and is not otherwise retained by the Licensee following the Effective Date pursuant to the first sentence of this Paragraph 4(a)) or who does not accept LIN's offer of employment, LIN shall be responsible for any cash severance payment, if any, to such individuals on the terms and conditions and at the amounts as set forth in Licensee's severance policy (a correct and complete copy of which has been provided to LIN and is set forth in Schedule 2.11 of the Purchase Agreement).

(b) Employee Liabilities. Except as specifically provided in Paragraph 4(a) above, LIN shall not assume any liability with respect to (i) any current or former employee or directors of the Licensee and (ii) any employee benefit plan, policy, agreement or arrangement (including, but not limited to, any health benefits, pension, retirement, deferred compensation, equity-based compensation, bonus, incentive, sick leave or educational assistance plan, policy, agreement or arrangement), to which the Licensee or any of its affiliates has any obligation or liability with respect to current or former employees or directors of Licensee. With respect to the Transferred Employees, LIN shall not assume any payment in connection with any group

medical, group health insurance, or pension or retirement plan of Licensee associated with any such employees, nor assume responsibility for any compensation, benefits or other costs or liabilities of Licensee related to such employees and relating to the period prior to the date on which such employee becomes a Transferred Employee, including any salaries, wages, sales commissions, incentives, bonuses, holiday and sick pay, severance or obligations under Licensee's benefit plans, nor shall LIN assume any employment contracts between Licensee and any such employees. With respect to Transferred Employees only, LIN shall be responsible for compensation and benefits arising or accruing on or after the date such employee becomes a Transferred Employee. Notwithstanding anything herein to the contrary, LIN shall grant credit to each Transferred Employee for all unused vacation accrued as of the Effective Date as an employee of Licensee and set forth on Schedule 2.11 of the Purchase Agreement, provided, however, any such vacation benefits shall be administered in accordance with, the applicable vacation plan of LIN or one of its affiliates. If the Closing under the Purchase Agreement is not consummated as contemplated therein, the employment of the Transferred Employees will be assigned back by LIN to Licensee and Licensee will accept such assignment, and such employees shall cease to participate in LIN's benefit plans as described in Paragraph 4(c) below. Licensee represents and warrants to LIN that all of the Stations' employees are at-will employees.

(c) Employee Benefits. For a period of one (1) year following the Effective Date, provided that the Transferred Employee remains employed by LIN or one of its affiliates during such period, LIN shall provide to the Transferred Employees, employee benefits that are substantially similar, in the aggregate, to the employee benefits which LIN provides to its similarly situated employees, with coverage effective immediately upon such date employee becomes a Transferred Employee (and without exclusion from coverage on account of any pre-existing condition, but only to the extent Licensee's comparable benefit plans did not exclude such coverage) and with service with Licensee deemed to be service with LIN for purposes of any eligibility requirements, waiting periods and vesting periods, but not for purposes of benefit accrual, to the same extent that such service was credited with respect to any similar Licensee benefit plan prior to the Effective Date and does not result in the duplication of benefits, and with credit for any deductibles or out-of-pocket maximums under any LIN health plan for such amounts paid by each Transferred Employee under any applicable Licensee's health plan during the plan year in which such Transferred Employee begins participating in LIN's health plans.

(d) LIN shall permit each Transferred Employee who participates in Licensee's 401(k) plan to elect to make a direct rollover of his or her account balance into LIN's 401(k) plan as of the Effective Date (or such later date such employee becomes employed by LIN), including the direct rollover of any outstanding loan balance (provided that such employee makes a direct rollover of his entire account balance under Licensee's 401(k) plan) such that he or she will continue to make payments under the terms of such loan under LIN's 401(k) plan, subject to compliance with applicable law and subject to the reasonable requirements of LIN's 401(k) plan.

(e) As of the Effective Date, the Licensee shall transfer, or cause to be transferred, to LIN an amount, in cash, representing the aggregate of all contributions as of January 1, 2006 through the Effective Date of each Transferred Employee then participating in the Licensee's flexible benefits plan, net of reimbursements (but not less than zero). LIN shall

cause such amounts to be credited to each Transferred Employee's account under LIN's corresponding flexible benefits plan, and all claims for reimbursement which have not been paid as of the date of the transfer and credited under LIN's flexible benefits plan shall be paid pursuant to and under the terms of the such plan. In connection with such transfer, LIN shall deem that such employees' deferral elections made under the Licensee's flexible benefits plan for the 2006 calendar year shall continue in effect under LIN's flexible benefits plan for the remainder of the 2006 calendar year following the Effective Date.

(f) At the Effective Date, Licensee shall deliver to LIN a true and complete list of all employees who suffered an "employment loss" as defined in the Workers Adjustment and Retraining Notification Act within the 90 day period prior to the Effective Date.

(g) Notwithstanding the foregoing, nothing in this Paragraph 4 shall obligate LIN to continue the employment of any Transferred Employee after the Effective Date.

5. FCC Matters and Preemption.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall retain final authority over the operation of the Station. Specifically, Licensee shall retain ultimate control over the policies, programming, financing and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any programs not in the public interest or in order to broadcast a program deemed by Licensee to be of greater local interest, the obligation to pay expenses of the Station not paid by LIN, and the right to take any other actions necessary for compliance with federal, state and local laws, including the rules, regulations and policies of the FCC; *provided, however, that* the Licensee may not unreasonably preempt or decline to broadcast conventional entertainment programs to substitute other similar programming for Licensee's economic benefit or for the purpose of interfering with LIN's economic benefits to be derived from this Agreement. In all such cases of preemption, Licensee will use commercially reasonable efforts to give LIN prior written notice of its intention to preempt its programs or advertisements. Licensee shall at all times be responsible for meeting all of the FCC's requirements with respect to the technical operations of the Station, ascertainment of the needs of their communities and service areas, public service programming, for maintaining the political and public inspection files and the Station's logs, for the preparation of issues/program lists, for preparation and filing of children's television reports, and for the proper broadcast of the Station's identification announcements. LIN will, at its cost, air a reasonable amount of programming responsive to the needs, issues and problems of the Station's community of license including at least three (3) hours per week of core children's programming consistent with the FCC's rules and will provide Licensee with information under LIN's control that is needed for preparation of the issues/programs lists and children's television reports. Licensee will periodically consult with LIN regarding the programming broadcast over the Station to ensure that it meets the needs of the Station's community.

(b) Licensee shall retain ultimate control over its employees in matters related to the Station and shall be responsible for the salaries, taxes, insurance, bonuses, overtime, extended disability, vacation and other leave, and other costs related to its employees. LIN shall be responsible for any commissions due to Licensee's employees for periods after the Effective

Date. LIN shall have the right to hire any additional employees to fulfill its obligations under this Agreement, which employees shall be at the sole cost and responsibility of LIN.

(c) Subject to Licensee's supervision, LIN shall be responsible for all outreach and other obligations required of the Station by the FCC's Equal Employment Opportunity ("EEO") rules. Licensee shall cooperate with LIN in such EEO activities, and shall be responsible for the preparation and filing of any EEO reports required by the FCC.

(d) During the Term, Licensee shall have at least one management-level and one staff-level employee at the Station, Monday through Friday, during normal business hours, which employees shall be under the sole supervision of Licensee in accordance with FCC rules and regulations.

(e) In the event that the FCC requires the Station to make any filing during the Term (other than with respect to any of the transactions contemplated under this Agreement or the Purchase Agreement, including the assignment of the FCC Licenses to LIN under the Purchase Agreement, the costs of which shall be paid in accordance with the terms of the Purchase Agreement), Licensee will use its best efforts, at its sole cost, to prepare and file such filing in a timely manner subject to Section 3(a). Licensee also agrees to use its best efforts to develop and file any other applications or requests to the FCC reasonably requested by LIN and subject to Sections 3(a) and 5(a), at the sole cost of LIN. Licensee shall file no application or other filing without prior written notification to LIN except as may be required under the Communications Laws.

(f) Licensee also shall oversee and retain ultimate responsibility with respect to the Station's compliance with the political broadcasting rules of the FCC. LIN shall cooperate with Licensee so that Licensee may comply with its political broadcasting responsibilities and shall supply such information to Licensee as may be necessary to comply with applicable law. Licensee shall promptly supply to LIN, and LIN shall promptly supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with the Communications Laws, including the lowest unit charge, equal opportunities, reasonable access, political file and related requirements of federal law. In the event that LIN fails to satisfy the political broadcasting requirements under the Communications Laws and such failure inhibits Licensee in its compliance with the political broadcasting requirements of the Communications Laws, then to the extent reasonably necessary to assure such compliance, LIN shall either provide rebates to political advertisers or release broadcast time and/or advertising availabilities to Licensee at no cost to Licensee.

(g) Licensee has adopted a Policy Statement for Broadcast Material (the "Policy Statement"), a copy of which appears as Attachment I hereto, and which may be amended from time to time as a result of changes to the Communications Laws upon notice to LIN. LIN agrees that all programming, advertising spots, promotional material and announcements that it provides for broadcast on the Station shall comply in all material respects with (i) the Policy Statement, including any amendments thereto, and (ii) all applicable federal, state and local laws and regulations, including the Communications Laws. Without limiting the foregoing, LIN shall perform all of its obligations under this Agreement in compliance in all material respects with all applicable federal, state and local laws and regulations, including the

Communications Laws. LIN and Licensee acknowledge that neither has urged, counseled or advised the other to use any unfair business practice.

(h) Licensee hereby certifies that it has, and shall maintain ultimate control over the Station's facilities, including specifically control over the finances, personnel, and program content of the Station. Licensee represents and warrants that this certification may be relied on by the FCC, as well as by LIN.

(i) LIN certifies that the arrangement with Licensee as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. § 73.3555, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance. LIN represents and warrants that this certification may be relied on by the FCC, as well as by Licensee.

6. Term. This Agreement shall commence upon the Effective Date and shall, unless extended by agreement among the parties, expire upon the earlier of (i) July 31, 2007, (ii) the Closing or (iii) the expiration of the Term.

7. Termination.

(a) This Agreement shall automatically terminate upon the termination of the Purchase Agreement in accordance with its terms. In addition to other remedies available hereunder or at law or equity, the Agreement may be terminated by either party (i) if this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review, *provided, however*, that, before such time, the parties agree that they shall use their commercially reasonable efforts to secure either FCC approval of this Agreement or a waiver of any FCC decision affecting this Agreement and, the parties shall renegotiate this Agreement in good faith to come into compliance with such order or decree while maintaining comparable benefits of the bargain to the parties; or (ii) as long as such terminating party is not in material breach hereunder, if the other party is in material breach of its obligations hereunder or under the Purchase Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice of such breach. In addition, LIN shall have the right to terminate this Agreement (as long as it is not in breach of this Agreement or the Purchase Agreement), without any liability to Licensee, immediately upon written notice to Licensee in the event that (i) any of the terms of the FCC Licenses or any applicable FCC rule, regulation, or policy is changed as to prevent the continued operations of the Station by LIN, or (ii) any required FCC License relating to the Station is not in full force and effect.

(b) In the event of termination of this Agreement for any reason other than as a result of the Closing under the Purchase Agreement, the following shall occur:

(i). Licensee shall promptly reimburse LIN for the amount of any equipment purchases or other capital expenditures made by LIN relating to the Station between the Effective Date and the date of termination of this Agreement and LIN shall

transfer such equipment and any tangible or intangible property so acquired (other than programming contracts excluded under Paragraph 7(b)(ii)) to Licensee; *provided, that* Licensee shall not be required to reimburse LIN for any capital expenditures or equipment purchases not made pursuant to a capital expenditures budget approved by Licensee unless Licensee has consented to the purchase in advance, such consent not to be unreasonably withheld.

(ii). From and after the date this Agreement is terminated, Licensee shall furnish all advertising and other airtime (including programming) on the Station for which LIN contracted in the ordinary course of business during the Term in accordance with the terms of this Agreement and Licensee shall be entitled to all cash and barter revenues from such advertising and airtime it furnishes after the date of termination, *provided that*, LIN may elect to exclude specified programming contracts from the operation of this Paragraph and Licensee shall have no obligations with respect to any such excluded contract. Any amounts received by LIN for such advertising and airtime furnished by Licensee for time periods after such termination date shall be promptly remitted to Licensee. To the extent that Licensee furnishes the air time with respect to such advertising (i.e., advertising for which LIN contracted during the Term) but does not receive the cash and barter revenues from such advertising, LIN shall compensate Licensee for the value of the air time, if any, used to discharge LIN's prepaid advertising contracts at the rate specified in those contracts. LIN shall be responsible for all debts and other obligations of LIN to third parties incurred during the Term based upon the purchase of air time and use of Licensee's transmission facilities, including accounts payable and unaired programming and advertisements.

(iii). LIN shall provide to Licensee a list of all accounts receivable arising from LIN's operation of the Station after the Effective Date and a list of any Licensee Accounts which remain uncollected, all of which shall be collected by Licensee. Licensee shall collect LIN's uncollected accounts receivable and pay such amounts to LIN in the same manner as LIN's collection and payment of Licensee Accounts set forth in Paragraph 15.

(iv). LIN shall reimburse Licensee for any material physical damage to the Station's facilities caused by LIN during the Term, reasonable wear and tear excepted.

8. Assignment. Neither party may assign this Agreement or such party's duties, rights or obligations hereunder without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon the parties and their respective successors and permitted assigns.

9. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto and there are no understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Agreement which exist or bind any of the parties hereto, except as set forth herein and the Purchase Agreement. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising under this Agreement shall be valid or binding for

any purpose unless in writing and duly executed by the party against whom the same is sought to be asserted.

10. Counterparts; Facsimiles. This Agreement may be executed in counterparts (including via facsimile), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. The signature page to this Agreement may be delivered by facsimile and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.

11. No Waiver. The failure of any party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the party to enforce such provision. The waiver of any default or the failure to exercise any right shall not be deemed a waiver of any subsequent default or waiver of the right to exercise any other right.

12. Governing Law; Forum. This Agreement and all documents delivered or to be delivered in accordance with this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of laws, and no presumption shall be deemed to exist in favor of or against either party as a result of the preparations or negotiations of this Agreement. Each party consents to the exclusive personal jurisdiction of the state or federal courts in Delaware over any action arising out of or relating to this Agreement and waives any objection it may now or hereafter have to venue or to convenience of forum.

13. Severability. If any particular term, covenant, or provision of the Agreement shall be determined to be invalid and unenforceable, the invalidity and unenforceability thereof shall not affect the remaining provisions of this Agreement which shall nevertheless remain in full force and effect.

14. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Licensee:

Raycom Media, Inc.
RSA Tower, 20th Floor
201 Monroe Street
Montgomery, Alabama 36104
Attn: Paul H. McTear, Jr.
Fax: (334) 223-5550

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

Belmore Corporate Advisors, LLC
Attn: Thomas B. Henson
2131 Ayrley Town Blvd., Suite 300
Charlotte, North Carolina 29273
Fax: (704) 643-4482

If to LIN:

LIN Television Corporation
4 Richmond Square, Suite 200
Providence, Rhode Island 02906
Attention: Denise Parent
Facsimile: (401) 454-2817

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

Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Attn: Glenn West
Fax: (214) 746-7777

15. Accounts Receivable. Accounts receivable in connection with the operation of the Station prior to the Effective Date, including accounts receivable for advertising revenues, for programs and commercials performed prior to the Effective Date and other broadcast revenues for services performed prior to the Effective Date (“Licensee Accounts”), shall remain the property of Licensee. LIN shall acquire no beneficial right or interest therein or responsibility therefor, provided, however, during the Term, LIN shall collect, on behalf of Licensee, all Licensee Accounts in the same manner and with the same diligence that LIN uses to collect its own accounts receivable. LIN’s obligation to collect Licensee Accounts under this section, however, shall not extend to the institution of litigation, employment of any collection agency, legal counsel, or other third party, or any other extraordinary means of collection of LIN. During the Term, neither Licensee nor its agents shall make any solicitation of the account debtors for collection of any Licensee Accounts and shall not institute litigation for the collection of any amounts due, except for Licensee Accounts that are more than seventy-five (75) days past due and as otherwise set forth herein. All remittances relating to the Licensee Accounts will be applied, without deduction of any kind, first to the oldest accounts receivable of Licensee with respect to the Station, unless the client specifies the identification of the account in the remittance, in which case the remittance shall be applied to the specified account. In the event any advertiser shall in good faith dispute the amount Licensee claims is owed to it, LIN shall promptly notify Licensee in writing and return such Licensee Account to Licensee, who may take any and all actions to collect such account without further permission from LIN. All amounts collected by LIN on or prior to the date that is thirty (30) days after the Effective Date in respect of Licensee Accounts will be directly deposited by LIN, as promptly as is practicable after collection, into Licensee’s account for the benefit of Licensee. Every thirty (30) days

thereafter during the Term, LIN shall deliver to Licensee (i) a statement showing all collections effected with respect to Licensee Accounts since the last previous payment and (ii) a check or draft in the amount of such collections. LIN's obligation to collect Licensee Accounts shall expire at the end of Term. Within fourteen (14) days after the end of the Term, LIN shall render a final statement or report showing Licensee Accounts collected and uncollected. Except as expressly provided herein, LIN shall have no responsibility for, or any obligation regarding, any Licensee Accounts. Any Licensee Accounts which remain uncollected after the end of the Term, shall be reassigned to Licensee on that date, and Licensee shall be free to take whatever measures it deems necessary to collect any Licensee Accounts for their own account.

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In WITNESS WHEREOF, the parties hereto have executed this Local Marketing Agreement by their duly authorized officers as of July 26, 2006, effective as of the Effective Date.

LIN:

LIN TELEVISION CORPORATION

By: _____
Name: _____
Title: _____

LICENSEE:

RAYCOM MEDIA, INC.

By: _____
Name: _____
Title: _____

KASA HOLDINGS, LLC

By: _____
Name: _____
Title: _____

KASA LICENSE SUBSIDIARY, LLC

By: _____
Name: _____
Title: _____

ATTACHMENT I

POLICY STATEMENT FOR BROADCAST MATERIAL

LIN agrees to cooperate with Licensee in the broadcasting of programs of high quality and, for this purpose, to observe the following policies in the preparation, writing and production of Broadcast Material.

NO PLUGOLA OR PAYOLA. The mention of any business activity or “plug” for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited. On Licensee’s reasonable prior request, LIN shall provide Licensee with standard anti-payola/plugola declarations signed by such of LIN’s employees engaged in production of the programming supplied to Licensee and broadcast on the Station and at such times, as Licensee may reasonably request in writing, and LIN shall notify Licensee promptly of any violation it learns of relating to the Communications Act, including Section 317 and 508 thereof.

ELECTION PROCEDURES. At least ninety (90) days before the start of any primary or regular election campaign, LIN will clear with the Licensee the rate LIN will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and the Licensee’s policy.

PROGRAMMING PROHIBITIONS. LIN shall not knowingly broadcast any of the following programs or announcements:

- (a) False Claims. False or unwarranted claims for any product or service.
- (b) Unfair Imitation. Infringements of another advertiser’s rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- (c) Commercial Disparagement. Any unlawful disparagement of competitors or competitive goods.
- (d) Obscenity/Indecency/Profanity. Any programs or announcements that are obscene or indecent, as those terms are interpreted and applied by the FCC. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- (e) Price Disclosure. Any price mentions except as permitted by Licensee’s policies current at the time.
- (f) Unauthorized Testimonials. Any testimonials which cannot be authenticated.
- (g) Descriptions of Bodily Functions. Any continuity which describes in a repellent manner internal bodily functions or symptomatic results or internal disturbances,

and no reference to matters which are not considered acceptable topics in social groups.

- (h) Conflict Advertising. Any advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interest of the public, the Station, or honest advertising and reputable business in general.
- (i) Fraudulent or Misleading Advertisement. Any advertisement matter, announcement, or claim which LIN knows to be fraudulent, misleading, or untrue.

LOTTERIES. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

RELIGIOUS PROGRAMMING RESTRICTIONS. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times. Broadcast Material shall not be used as medium for attack on any faith, denomination, or sect or upon any individual or organization.

CREDIT TERMS ADVERTISING. Any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws or regulations.

NO ILLEGAL ANNOUNCEMENTS. No announcements or promotion prohibited by federal or state law or regulation shall be made over the Station. At Licensee's request, any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

PROGRAMMING IN WHICH OPERATOR HAS A FINANCIAL INTEREST. LIN shall advise Licensee with respect to any Broadcast Material concerning goods or services in which LIN has a material financial interest. Any announcements for such goods and services for which LIN charges less than its regular rate shall clearly identify LIN's financial interest.

MISCELLANEOUS.

(a) Waiver. To the extent legally permissible, the parties may jointly waive any of the foregoing policies in specific instances if, in their opinion, good broadcasting in the public interest is served.

(b) Prior Consent. In any case where questions of policy or interpretation arise, LIN will attempt in good faith to submit the same to Licensee for decision before making any commitments in connection therewith.

In WITNESS WHEREOF, the parties hereto have executed this Local Marketing Agreement by their duly authorized officers as of July 26, 2006, effective as of the Effective Date.

LIN:

LIN TELEVISION CORPORATION

By: 
Name: Gregory M. Schmidt
Title: Vice President - New Development & General Counsel

LICENSEE:

RAYCOM MEDIA, INC.

By: _____
Name: _____
Title: _____

KASA HOLDINGS, LLC

By: _____
Name: _____
Title: _____

KASA LICENSE SUBSIDIARY, LLC

By: _____
Name: _____
Title: _____

In WITNESS WHEREOF, the parties hereto have executed this Local Marketing Agreement by their duly authorized officers as of July 26, 2006, effective as of the Effective Date.

LIN:

LIN TELEVISION CORPORATION

By: _____
Name: _____
Title: _____

LICENSEE:

RAYCOM MEDIA, INC.

By: Paul H. McTeer Jr
Name: PAUL H. McTEER JR
Title: PRESIDENT & CEO

KASA HOLDINGS, LLC

By: Paul H. McTeer Jr
Name: PAUL H. McTEER JR
Title: President

KASA LICENSE SUBSIDIARY, LLC

By: Paul H. McTeer Jr
Name: PAUL H. McTEER JR
Title: President