

EXECUTION COPY

NBC SUBSIDIARY (WCAU-TV), L.P.
c/o NBC Universal, Inc.
30 Rockefeller Plaza
New York, NY 10012

January 31, 2010

Fox Television Stations, Inc.
330 Market Street
Philadelphia, PA 19106

KYW-TV, a station of KYW Broadcasting, Inc.
1555 Hamilton Street
Philadelphia, PA 19130

Re: Local TV News Service

Ladies and Gentlemen:

This letter agreement (this "Letter Agreement") and the term sheet attached as Exhibit A (the "Term Sheet", and together with the Letter Agreement, this "Agreement") together set forth the agreement among Fox Television Stations, Inc. (together with its controlled affiliates, "Fox"), KYW-TV, a station of CBS Broadcasting, Inc. (together with its controlled affiliates, "KYW"), . . .) (Fox, KYW, . . . each a "Party" and collectively, the "Parties"). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Term Sheet. This Agreement sets forth the understanding among Fox, KYW, . . . regarding certain local TV news gathering activities (the "Service") in the Philadelphia, PA designated market area ("DMA") as defined by Nielsen. Fox, KYW, . . . are parties to the Mutual Non-Disclosure Agreement (the "Confidentiality Agreement") dated February 26, 2009, which agreement governs confidentiality in connection with this Agreement, is in full force and effect as of the date hereof and is not affected by this Agreement.

1. Definitive Agreements. By executing this Letter Agreement, each of the undersigned Parties acknowledges and agrees that this Agreement constitutes its binding agreement with respect to the transactions contemplated by this Agreement. For the sake of clarity, the Parties acknowledge that they have agreed to the terms and conditions of the Term Sheet, which shall be incorporated into any subsequent long-form agreements with respect to the Services. The Parties agree to use commercially reasonable efforts to execute mutually agreed upon long-form agreement(s) within 90 days of the execution of this Letter Agreement.

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2. Authorization. Each of the Parties hereby represents and warrants to the other Parties that (a) it has the requisite corporate or partnership power and authority to enter into this Agreement and to perform its obligations set forth in this Agreement, and all requisite corporate or similar action has been taken to allow for such grant and performance and no further board, committee or shareholder approval of such Party is required, and (b) the person signing this Letter Agreement on behalf of such Party is duly authorized to execute and deliver this Letter Agreement on its behalf and, by doing so, intends for such Party to be legally bound hereby. Except as set forth in this paragraph 2, the Parties make no other representations or warranties (express or implied).

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5. Assignability. None of the rights of any Party hereunder may be assigned, nor may any of the obligations of any Party hereunder be delegated, without the prior written consent of the other Parties, such consent not to be unreasonably withheld,

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provided, each Party may assign this Agreement and its rights, interests and obligations hereunder to any of its controlled affiliates without obtaining such consent so long as the assigning Party remains liable for its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Further, this Agreement may be assigned upon prior written notice to the other Parties to any entity that acquires such Party's FCC license (or an entity affiliated with such acquiring entity) to operate the participating station (subject to paragraph 4 above).

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9. FCC Compliance. Each Party represents and warrants that it pursues an active policy to ensure compliance with Sections 317 and 507 of the Communications Act and Section 73.1212 of the Federal Communications Commission's regulations; that it will disclose to appropriate management personnel of the Party any payments, services, or other valuable consideration received, directly or indirectly, in exchange for offering any material to be broadcast under this Agreement; and that it will timely disclose to the Party any information appropriate to assisting the Party in complying with the sponsorship identification requirements of the Federal Communications Commission with respect to material offered for broadcast under this Agreement.

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10. Choice of Law and Jurisdiction. This Agreement shall be in all respects governed by and construed in accordance with the laws of the State of New York. Except as set forth in Exhibit A under Dispute Resolution, all claims arising out of or relating to this Agreement shall be litigated exclusively in the federal or state courts of the County and State of New York, and each of the Parties consents to personal jurisdiction in those courts.

11. Confidentiality: Publicity. None of the Parties nor any of their respective officers, directors, employees, agents or representatives will disclose to any third party any non-public information concerning any Party or the transactions contemplated by this Agreement, as applicable, except for such disclosure as may be required by law, applicable securities exchange or legal process. The Parties shall cooperate to prepare a mutually agreeable joint press release to be issued immediately after the execution and delivery of this Letter Agreement.

12. Amendment: Waiver. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party or Parties against whom enforcement of the amendment, modification, discharge or waiver is sought. No delay or failure at any time on the part of any Party in exercising any right, power or privilege under this Agreement, or in enforcing any provision of this Agreement, shall impair any such right, power or privilege, or be construed as a waiver of such provision, or be construed as a waiver of any default or as any acquiescence therein, or shall affect the right of such Party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

13. Entire Understanding. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior written or oral commitments, arrangements or understandings with respect thereto (excluding the Confidentiality Agreement).

To acknowledge your agreement with the terms and conditions of this Agreement, please countersign below. This Letter Agreement may be executed in counterparts, and signatures delivered via facsimile, each of which will be an original and all of which together constitute one agreement.

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Very truly yours,

Acknowledged and Agreed,
as of January 31, 2010:

Fox Television Stations, Inc.

By: 
Name: DAVID M. KEVEIPP
Title: SENIOR VICE PRESIDENT

KYW-TV, a station of CBS Broadcasting, Inc.

By: 
Name: PETER D. ...
Title: PRESIDENT, CBS TELEVISION STATIONS

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Exhibit A

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Exhibit B

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Exhibit C

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Exhibit D