

JOINT MARKETING AND PROGRAMMING AGREEMENT

This JOINT MARKETING AND PROGRAMMING AGREEMENT (the "Agreement") is made as of June 10, 1996, between Clear Channel Television, Inc. ("Clear"), a Nevada corporation, WNAC Argyle Television, Inc., a Nevada corporation, and Providence Argyle Television, Inc., a Delaware corporation, (together "Argyle").

WITNESSETH:

WHEREAS, WNAC Argyle Television, Inc. is the holder of FCC licenses and authorizations relating to Television Station WNAC-TV, Providence, Rhode Island (the "Station"), and Providence Argyle Television, Inc. owns the operating assets of the Station; and

WHEREAS, Clear and its affiliates will be in the business of producing and transmitting WNAC's first and the market's first 10:00 p.m. news, sports, informational, public service and entertainment programming and associated advertising in the Providence, Rhode Island, television market; and

WHEREAS, Clear or its affiliates have entered into an agreement to acquire WPRI-TV, a television station licensed to Providence, Rhode Island ("WPRI"); and

WHEREAS, Clear desires to provide programming, beginning at the Commencement Date as hereinafter defined, to be transmitted on the Station pursuant to the provisions hereof and pursuant to applicable regulations of the Federal Communications Commission (the "FCC"); and

WHEREAS, Argyle desires to accept and transmit programming supplied by Clear on the Station while Argyle maintains control over the Station's finances, personnel matters and programming, as well as continuing to maintain the right to broadcast Argyle's own public interest programming on the Station; and

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WHEREAS, Clear and Argyle desire to enter into this Agreement in order to create efficiencies in the operations of the Station and WPRJ;

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

**ARTICLE I
PROGRAMMING AGREEMENT**

1.1 Clear Programming. Clear hereby agrees to provide and Argyle agrees to transmit on the Station (including the subcarriers, vertical blanking interval and any additional authorizations or spectrum allocated to the Station in the future, including, but not limited to, a simulcast high definition television channel) news, sports, informational and entertainment programming and associated advertising, promotional, and public service programming and announcement matter sufficient to program an amount of time equal to the difference of (i) one hundred sixty-four (164) hours of the Station's broadcast week on a daily basis throughout the year and (ii) such time as is necessary and sufficient for Argyle to broadcast programming provided to the Station by Fox Broadcasting Company ("Fox") under the terms of that certain affiliation agreement dated January 4, 1995, between the Station and Fox and any renewals, modifications or extensions of such affiliation agreement (hereinafter "Clear Programming"), subject to paragraph 1.3 herein. Clear agrees to comply with all FCC regulations and policies and other applicable laws in the provision of Clear Programming and, in consultation with Argyle, such programming shall serve the ascertained needs and interests of the Station's communities of license; provided, however, that such efforts by Clear shall not displace the responsibility of Argyle to ensure that the

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overall programming of the Station responds to issues of concern to the community of license.

1.2 Argyle Programming. All time during the broadcast week that does not constitute Clear Programming shall be programmed by Argyle (hereinafter "Argyle Programming"). Argyle will retain sole responsibility for ascertainment of the needs of the community of license and service area, including specifically the children therein. The parties agree that the Clear Programming will include programming which responds to these ascertained needs and concerns, including children's programming. However, Argyle shall have the right and obligation to broadcast such additional programming, either produced or purchased by Argyle, as it determines appropriate to respond to the ascertained issues of community concern and to delete or preempt in its sole discretion any Clear programming for the purpose of transmitting such programming. Argyle agrees to comply with all FCC regulations and policies and other applicable laws in the provision of Argyle Programming.

1.3 Preemption. In addition to the Argyle Programming, Argyle maintains the independent right to preempt or delete any Clear Programming which Argyle believes to be unsatisfactory or unsuitable or contrary to the public interest, or to substitute programming which, in Argyle's opinion, is of greater local or national importance.

1.4 Station Program Rights. Argyle shall make available to Clear for Clear's use in providing the Clear Programming, all of Argyle's rights to programs under any program rights agreements currently in effect and authorizing the broadcast of such programs on the Station. Argyle shall use its best efforts to secure all necessary consents, if any, from third parties to permit Clear to use such programs.

1.5 Programming Consultation. From time to time, Argyle shall consult with Clear regarding the Clear Programming and programming to be broadcast on WPRI.

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During such consultation, Argyle may make recommendations regarding such programming and, at the request of Clear, may assist Clear in procuring programming for the Station and WPRI.

ARTICLE II OPERATIONS

2.1 Compliance with FCC Regulations. Argyle will retain responsibility for and employ such personnel as is necessary to assure compliance with all FCC regulations, including all technical regulations governing the operation of the Station and all programming content requirements, including maintenance of a main studio and providing a meaningful managerial and staff presence at that main studio, ascertainment of and programming in response to community needs and concerns and the needs and concerns of children, political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Station's public and political files, compiling appropriate quarterly programs/issues lists, children's programming lists, employment records and all other FCC requirements and duties.

2.2 Clear Feed. Clear agrees at its sole expense to provide a broadcast-quality feed to the Station's transmitter. Clear technical personnel shall be responsible for connection of this feed to the Station's broadcast systems and for switching the signal to air at the appropriate time, under the direction and supervision of the Argyle general manager or the Station's general manager's delegates.

2.3 Station Staffing. Argyle shall have sole discretion to make and effectuate all staffing and personnel decisions for the Station, including the sole responsibility to determine appropriate levels of staffing to fulfill Argyle's duties under paragraph 2.1 herein. Clear shall have no control or right of review whatsoever over any decision by Argyle to hire or dismiss any employee.

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2.4 Station Maintenance. Argyle shall retain operational control over the Station and shall retain full responsibility for ensuring compliance with all FCC technical rules.

2.5 New Technology.

(a) The parties agree that any future FCC frequency allocations associated with the operation of the Station and WPRI are included under the provisions of this Agreement. Argyle agrees to apply for any advanced television ("ATV") channel that the FCC makes available for the Station, or for any ATV channel for the use of the Station, on a mutually agreeable date during the FCC filing window for such channel. Argyle also agrees fully to participate upon the request of Clear in any and all assignment negotiations or channel-pairing negotiations with other broadcasters, broadcasting organizations, and/or FCC representatives.

(b) In the event the FCC approves an interim extended definition television ("EDTV") transmission system for broadcast over the existing NTSC channel, Argyle may, and, subject to Section 3.1 hereof, at the request of Clear Argyle shall, after obtaining any necessary FCC authorization, modify the Station's main transmission system for implementation of the approved EDTV service.

(c) In the event that the FCC authorizes the provision of new technologies other than ATV or EDTV over either the NTSC or ATV channel, Argyle may, and, subject to Section 3.1 hereof, at the request of Clear Argyle shall, after obtaining any necessary FCC authorization, modify the Station's main transmission system for implementation of such technologies. For purposes of this paragraph, "new technologies" shall include, without limitation, transmission of compressed digital multi-channel ATV or NTSC video or audio signals, ancillary or primary digital voice or data telecommunications services, interactive services, and other future technologies.

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2.6 Consultation by Clear.

(a) Clear shall consult with Argyle with regard to employment decisions concerning senior management for WPRI and, from time to time, but no less frequently than annually, Clear shall consult with Argyle regarding the continuation in employment of such senior management. Clear shall have sole discretion to make and effectuate all decisions regarding senior management for WPRI, but Argyle shall have the right to make recommendations regarding such senior management.

(b) Within 45 days after the Commencement Date, and thereafter no later than November 15 of each year during the term of this Agreement, Clear shall provide Argyle with (i) a detailed annual operating budget for WPRI, including the impact of providing and selling the Clear Programming; and (ii) an annual capital expenditure budget for WPRI. Within 20 days after receipt of each budget, Argyle, at its option, may provide recommendations to Clear with respect to the budget.

2.7 Consultation by Argyle. From time to time, Argyle shall consult with Clear regarding the operations of WPRI, including the provision and selling of the Clear Programming. During such consultation, Argyle may make recommendations regarding such operations, including matters relating to marketing and technology, and may assist Clear in such matters as Clear may request.

ARTICLE III
FEES AND OTHER CONSIDERATION

3.1 Consideration. Beginning on the Commencement Date as defined in Section 4.1, the consideration to and from Argyle and Clear under this Agreement shall be as set forth on Schedule B hereto.

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3.2 Coordination. In order to facilitate the exercise of Argyle's programming rights granted herein and by paragraphs 1.2 and 1.3 hereof, and to avoid undue disruption to the scheduling of Clear Programming and Argyle Programming, the parties, shall, to the extent reasonably required, communicate and coordinate their program schedules and rights to access to the Station's time hereunder to serve their respective rights and obligations to serve the needs of the Station's service area and the reasonable commercial expectations of the parties.

3.4 Carriage of Station. Argyle shall not agree to or make any election available to it under applicable law with respect to the rebroadcast or carriage by other video distributors of the signal, in whole or in part, of the Station, binding on the Station during the term of this Agreement, without prior consultation with Clear.

ARTICLE IV
TERM

4.1 Initial Term. Subject to the provisions for early termination contained herein, the initial term of this Agreement shall commence on the date Clear completes its purchase of WPRI-TV (the "Commencement Date") and shall expire at ten years after, unless otherwise renewed.

4.2 Renewal Term. This Agreement may be renewed twice, for two additional ten year periods, should either party provide written notice of its intent to renew to the other party no later than the close of business ninety days prior to the end of the then current term.

4.3 Cancellation. Argyle may terminate this Agreement upon the failure of Clear repeatedly to comply in a substantial and material manner in the provision of programming to the Station with the rules, regulations or policies of the Federal Communications Commission, or the provisions of Schedule C hereto, which failure constitutes a serious

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threat of license revocation or nonrenewal, or upon the loss, failure to renew, or revocation of the license issued by the FCC for the operation of the Station. After the Commencement Date, Argyle may also terminate this Agreement should Clear (or its assigns) not hold the FCC licenses and authorizations for the operation of WPRI. Either Clear or Argyle may terminate this Agreement if the Commencement Date has not occurred by June 30, 1998. Argyle may also terminate this agreement should (i) the annual operating budget for Clear Programming or WPRI presented to Argyle pursuant to Section 2.6(b) hereof exceed the prior year's pro forma budget by more than [REDACTED]; or (ii) the annual capital expenditures budget for Clear Programming or WPRI presented to Argyle pursuant to Section 2.6(b) hereof exceed the prior year's pro forma budget by [REDACTED] provided, however, that, should Argyle provide notice of its intention to terminate this agreement pursuant to the foregoing, Clear may, within [10] days of receipt of such notice, submit a revised budget to Argyle that does not exceed the prior year's budget by more than the percentages set forth above. Except for termination resulting from the failure of Clear to comply with FCC rules and regulations as set forth above, which termination will be effective immediately, any termination contemplated hereunder shall be effective 180 days after the party seeking termination of the Agreement has provided written notice to the other party. Upon termination under the provisions of this paragraph, Argyle shall be relieved of all obligations to Clear under this Agreement; provided, however, there shall be a final accounting and payment of monies due but unpaid under this Agreement.

4.4 Termination for Refusal to Transmit Programs. In the event that Argyle fails to perform under this Agreement (except as provided in paragraphs 1.2, 1.3, 3.2 and 7.1 or as the result of a mechanical failure of the Station's operating equipment) for either 34 consecutive hours or one-half hour in each day in any period of 30 consecutive days, Clear shall have the right, exercisable at any time within 60 days after the end period, to terminate

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this Agreement as of any date not less than 60 days after the date Clear notifies Argyle of its election to terminate this Agreement.

4.5 Termination for Default and Non-Performance. Other than as is provided in paragraphs 4.3 and 4.4, should either party otherwise be in breach of this Agreement for the non-performance of a material obligation, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of 15 days following the receipt of written notice from the non-defaulting party, which notice shall indicate the nature of such default. If either party is found to have failed to perform a material obligation under this Agreement, reasonable attorneys' fees and expenses incurred or paid by the non-defaulting party in connection with or as a result of the exercise or enforcement of its rights may be awarded. Any dispute with respect to the existence of a default or as to damages to which a non-defaulting party may be entitled as a result of the breach of this Agreement under these provisions shall be determined in accordance with binding arbitration under the rules of the American Arbitration Association then in effect. Any arbitration undertaken in accordance with provisions of this paragraph shall be conducted in Washington, D.C. and the parties agree to submit themselves to the jurisdiction of the courts of the District of Columbia or the Federal District Court for the District of Columbia to enforce any award arising out of such arbitration proceedings.

4.6 Bankruptcy. If either party shall file or have filed against it any petition for bankruptcy or reorganization or any other action under the United States Bankruptcy Act, as now or hereafter amended, or any other state federal insolvency law, and with regard to such petition against it, that petition is not dismissed within 60 days, the other party shall have the right, exercisable at any time within 60 days after the filing of any such petition or action, to terminate this Agreement as of any date within 120 days of the date such party notifies the other party of its election to terminate this Agreement. If such termination shall

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occur pursuant to this paragraph, such termination shall extinguish and cancel this Agreement without further liability of either party to the other, provided however, that there shall be a final accounting and payment of monies due but unpaid under this Agreement.

4.7 Assignability. This Agreement shall inure to the benefit of and be binding upon Argyle, Clear and their respective successors and assigns. Clear and Argyle, respectively, shall assign this Agreement in connection with an assignment of license or transfer of control of the Station or WPRI, respectively, for which FCC consent must be sought, if such assignment qualifies under the associated Buy-Sell Agreement/Right of First Refusal between the parties. Clear and Argyle shall each have the right to assign this Agreement to any affiliate or, subject to the provisions of the Buy-Sell Agreement/Right of First Refusal, to an unaffiliated entity or party without the consent of the other party.

ARTICLE V REGULATORY MATTERS

5.1 Renegotiation Upon FCC Action. If at any time during the term of this Agreement the FCC issues a statement of general applicability or the FCC determines that this Agreement is inconsistent with Argyle's licensee obligations or is otherwise contrary to FCC policies, rules and regulations, or statutes, the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC and return a balance of benefits to both parties comparable to the balance of benefits provided by related agreements between the parties of this date and by this Agreement in its current terms. If, after such good faith negotiations, either party determines that this Agreement cannot be recast in a manner that both cures the defects perceived by the FCC and returns a balance of benefits to both parties as contemplated above, either party may terminate this Agreement without further liability upon 180 days' prior written notice, provided that FCC consent for a wind-down period of such length is obtained. If termination shall occur pursuant to this paragraph, such termination shall

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extinguish and cancel this Agreement without further liability on the part of either party to the other; provided however, that there shall be a final accounting and payment of monies due but unpaid under this Agreement.

5.2 FCC Approvals.

(a) Each party independently has determined in good faith that this Agreement can be entered into and implemented without filing any application, petition, or request for declaratory ruling with the FCC. The parties also agree that this Agreement must be kept at the Station's facilities and made available to the FCC for inspection upon request under Section 73.3613(e) of the FCC's Rules, but that this Agreement need not be filed with the FCC or maintained in the public file of either the Station or Station WPRI-TV.

(b) Should a change in FCC policy or rules make it necessary to obtain further FCC consent for the implementation, continuation or further effectuation of any element of this Agreement, both parties hereto shall use their best efforts diligently to prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments, rulemaking comments and other related documents necessary to secure and/or retain FCC approval of all aspects of this Agreement. Clear and Argyle shall bear in equal measure the reasonable cost of preparation of any such documents, provided that each party has approved such expenditures. FCC filings under this paragraph must be reviewed and approved by both parties prior to submission of such filings.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES, COVENANTS

6.1 Argyle's Representations and Warranties. Argyle represents and warrants to Clear as follows:

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(a) Compliance with Law. Argyle has complied with and is now complying with all laws, rules and regulations governing the business, ownership and operations of the Station that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing with any governmental authorities on the part of Argyle is required in connection with the transactions contemplated herein. All attendant contracts and undertakings, as well as the carrying out of this Agreement, will not result in any violation of or be in conflict with Argyle's Articles of Incorporation or its By-laws, or any existing judgment, decree, order, statute, law, rule, or regulation of any governmental authority applicable to Argyle.

(b) Authority. Other than FCC consents described above, all requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Argyle have been duly adopted and complied with.

(c) Misrepresentation of Material Fact. No document or contract disclosed to Clear pursuant to this Agreement which in any way affects any of the properties, assets or proposed business of Argyle as related to this Agreement, and no certificate or statement furnished by Argyle or on behalf of it in connection with the transactions contemplated herein contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein not misleading.

(d) Authorizations in Good Standing. Argyle will be, at the Commencement Date, the holder of the authorizations related to the Station listed on Schedule A attached hereto, and Argyle holds each listed authorization in good standing. At the Commencement Date, Argyle's permit or license and all related

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authorizations for the Station shall be in full force and effect and unimpaired by any acts or omissions of Argyle, its employees or agents; and there shall be no complaint, condition, event, defect, or occurrence existing or, to the knowledge of Argyle, threatened against said authorization(s) that would materially threaten their retention or renewability.

(e) Maintaining Business and Condition of Assets. Except as otherwise provided herein, Argyle will continue to operate the business of the Station in the regular course, and use its best efforts to preserve Argyle's goodwill, relations with customers, existing relations with suppliers, employees, customers and agencies, keep available to Argyle the services of existing employees and use best efforts to make such employees, if terminated, available to Clear. Argyle will comply in all material respects with all laws affecting its operation, file all required tax returns, pay all required taxes and otherwise maintain the Station Assets.

(f) Employment Agreements. Except as set forth on Schedule 6.1(f), there are no controversies pending or threatened between Argyle and any of its employees or any labor unions or other collective bargaining agents representing or purporting to represent any employees of Argyle.

(g) Benefit Plans. Except as set forth on Schedule 6.1(g), Argyle has no profit sharing, bonus, retirement, stock purchase, deferred compensation, group health, major medical, or other plan of any kind or nature for any of its employees.

6.2 Clear's Representations and Warranties. Clear represents and warrants to Argyle as follows:

(a) Organization. Clear is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has full power and

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authority to own its property and to carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. Except as otherwise stated herein, no consent, approval or authorization by or filing with any governmental authorities on the part of Clear is required in connection with the transactions contemplated herein. All attendant contracts and undertakings, as well as the carrying out of this Agreement, will not result in any violation of or be in conflict with Clear's articles of incorporation or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority applicable to Clear.

(c) Corporate Authority. All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Clear have been duly adopted and complied with.

(d) Misrepresentation of Material Fact. No document or contract disclosed to Argyle pursuant to this Agreement and which in any way affects any of the properties, assets or proposed business of Argyle as relates to this Agreement, and no certificate or statement furnished by Clear or on behalf of it in connection with the transactions contemplated herein contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein not misleading.

6.3 Argyle's Affirmative Covenant. Argyle covenants and agrees that it will comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement.

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6.4 Clear's Affirmative Covenant. Clear covenants and agrees that it will comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement. Clear further agrees that it will make its best efforts to comply with the program regulations and restrictions required by Argyle, which are attached hereto as Schedule C. The parties agree that the regulations and restrictions attached hereto as Schedule C may be modified by mutual agreement at any time during the pendency of this Agreement.

6.5 Compliance with Copyright Act and Program Licensing Agreements. Clear represents and warrants that all Clear Programming provided to Argyle for broadcast on the Station will comply with the Copyright Act or the rights of any person under the Copyright Act. Clear further represents and warrants that it has or will enter binding agreements with all program sources which authorize the broadcast of the Clear Programming on the Station.

ARTICLE VII MISCELLANEOUS

7.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies, including equipment failures, denial of the license renewal application of the Station due to a challenge by a third party unrelated to either of the parties, and beyond the reasonable control of the parties, and all requirements as to

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notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

7.2 Trademarks and Copyright. Argyle hereby grants Clear a limited license to use for the exclusive promotion, operation and benefit of the Station during the term of this Agreement, the trademarks, service marks, patents, trade names, jingles, slogans, logotypes and other intangible rights owned and used or held for use by Argyle in conjunction with the Stations as more fully set forth in the license agreements attached hereto as Exhibit 1.

7.3 Notice. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier, or sent by facsimile transmission or on the third day after mailing if mailed by express mail or its equivalent, postage prepaid, return-receipt requested if available, as follows

(a) If to Argyle, to:
WNAC Argyle Television, Inc.
Providence Argyle Television, Inc.
200 Concord Plaza, Suite 700
San Antonio, TX 78216
Attn: Dean H. Blythe

(b) If to Clear, to:

Clear Channel Television, Inc.
W. Ripperton Riordan
1701 Broadway St., NE
Minneapolis, MN 55413

with a copy to:

Kenneth E. Wyker, Esq.
Vice President for Legal Affairs
Clear Channel Communications, Inc.
200 Concord Plaza, Suite 600

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San Antonio, TX 78216-6940

or to such other address as any party shall have designated by notice or in writing to the other parties. Copies to counsel unaccompanied by notices to principals shall not constitute notice.

7.4 Duty to Consult. Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere with, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

7.5 Confidentiality. Except as may be required by law or any governmental agency, no announcement to the press or to any third party (specifically including, without limitation, the personnel of the Station) of the transactions contemplated herein shall be made prior to the commencement of this Agreement by either party without the consent of the other party.

7.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is neither invalid, illegal nor unenforceable, which will preserve the relative economic positions of the parties.

7.7 Amendment of Agreement. This Agreement supersedes all prior agreements and understandings of the parties, oral and written, without respect to its subject matter. This Agreement may be modified by an agreement in writing executed by all of the parties hereto.

7.8 Survival. All representations, warranties, covenants and agreements made herein by the parties hereto or in any certificate to be delivered hereunder or made in

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writing in connection with the transactions contemplated herein shall survive the execution and delivery of this Agreement.

7.9 Payment of Expenses. Except as otherwise provided herein and in Schedule B hereto, Argyie and Clear shall pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.

7.10 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

7.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other party hereto.

7.12 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

7.13 Dealings with Third Parties. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, making any contractually binding representations contractually binding such party.

7.14 Indemnification.

(a) In the event of claims, demands, causes of action, loss, investigations, proceedings, damages, penalties, fines, expenses and judgments, including reasonable attorneys' fees and costs, arising directly or indirectly out of the negligence or

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willful misconduct of the other party, its agents or employees in connection with the performance of this Agreement (including, without limitation, claims for antitrust violations and defamation arising from acts outside of Clear Programming), or arising out of or resulting from any inaccuracy, misrepresentation, or breach of any representation, warranty, or covenant contained herein, each party shall forever, to the fullest extent permitted by law, protect, save, defend and keep the other party harmless and indemnify said other party. The indemnified party agrees not to settle any such claims without the consent of the indemnifying party, which consent shall not be unreasonably withheld.

(b) Clear agrees to indemnify Argyle and hold Argyle, its officers, directors, stockholders and employees harmless against any FCC-issued fines or forfeitures arising from or relating to any Clear Programming broadcast on the Station. Argyle agrees to contest any such fines or forfeitures, at Clear's expense, in proceedings at the FCC or in any court to the extent desired by Clear provided that Argyle in its good faith judgment determines that there are contestable issues. Clear further agrees to indemnify Argyle against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges brought by parties unrelated to and unaffiliated with Argyle to the extent that such challenges rely upon Clear Programming. Clear further agrees to vigorously support Argyle, including the filing of FCC pleadings in support of Argyle, in the event that any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges are brought by parties unrelated to and unaffiliated with Argyle to the extent that such challenges concern the existence or operation of this Agreement.

(c) . Clear shall forever, to the fullest extent permitted by law, protect, save, defend and keep Argyle and its officers, directors, employees and agents and each of them harmless and indemnify them from and against all loss, damage, liability or expense, including reasonable attorney's fees, resulting from any claim of

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libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity or any other claim against Argyle arising out of Clear's programming on the Station, provided that Argyle give Clear prompt notice of any claim and shall cooperate in good faith with Clear in attempts to resolve and settle any such claims. Argyle agrees not to settle any such claims without the consent of Clear, which consent shall not be unreasonably withheld. The foregoing shall not apply to any Argyle-provided programming.

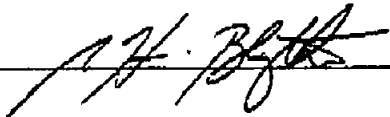
7.15 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, without giving effect to the principles of conflict of laws.

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

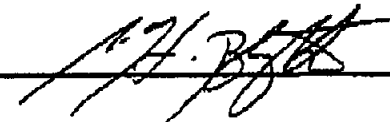
CLEAR CHANNEL TELEVISION, INC.

By: 

WNAC ARGYLE TELEVISION, INC.

By: 

PROVIDENCE ARGYLE TELEVISION, INC.

By: 

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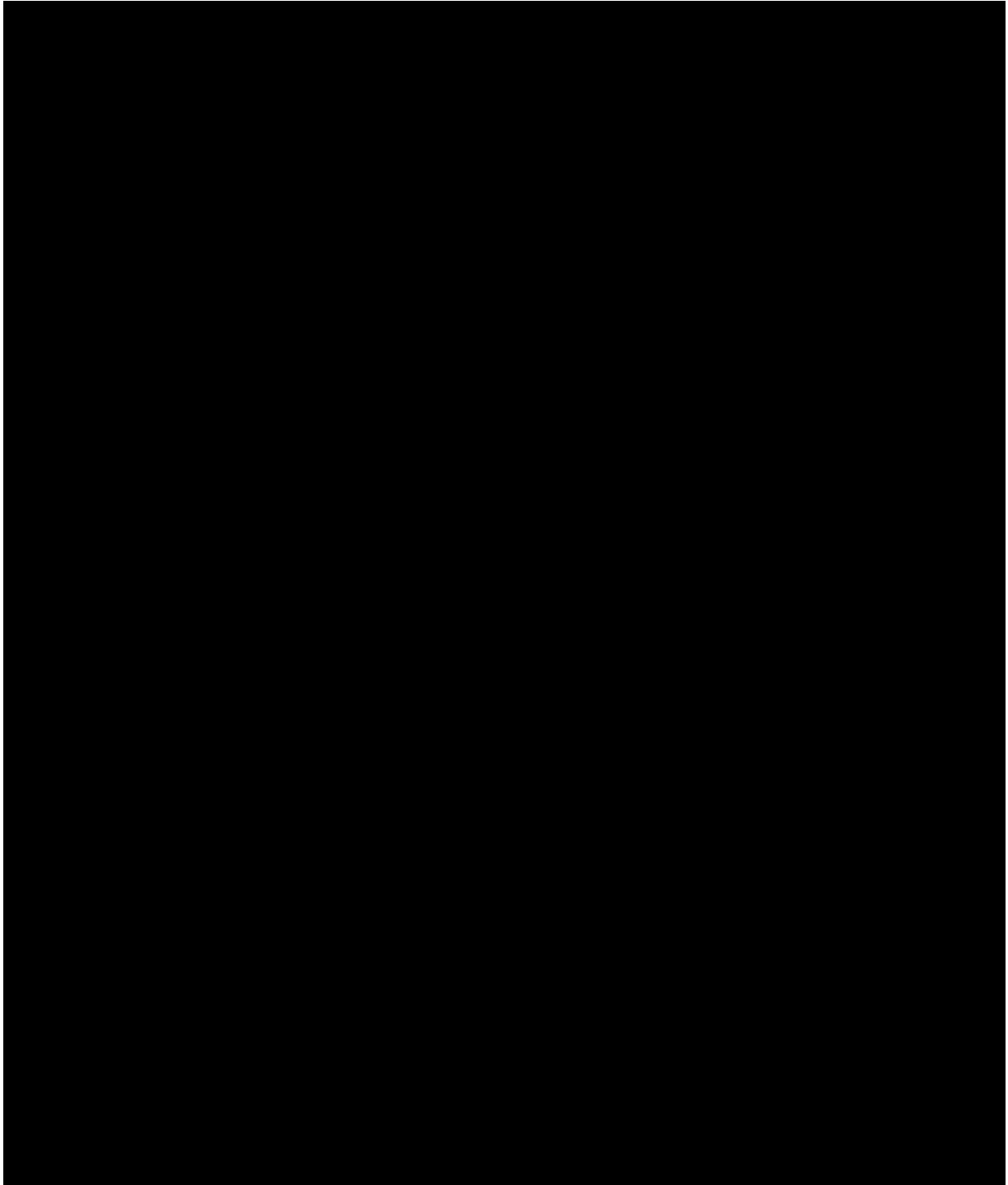
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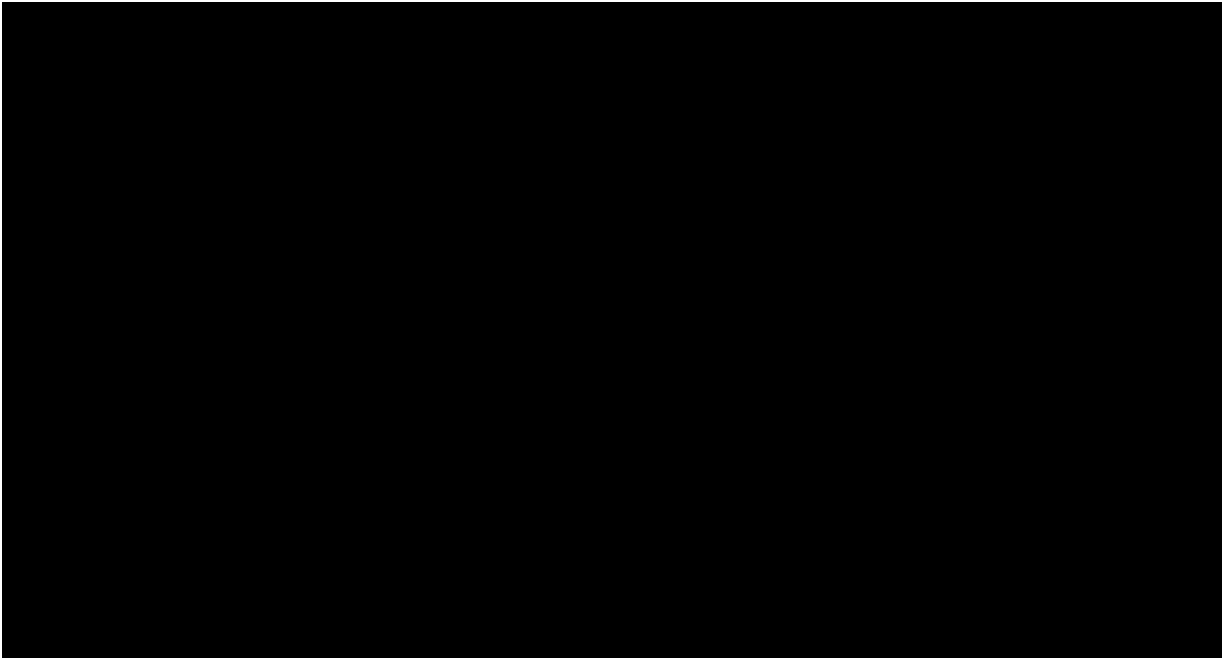
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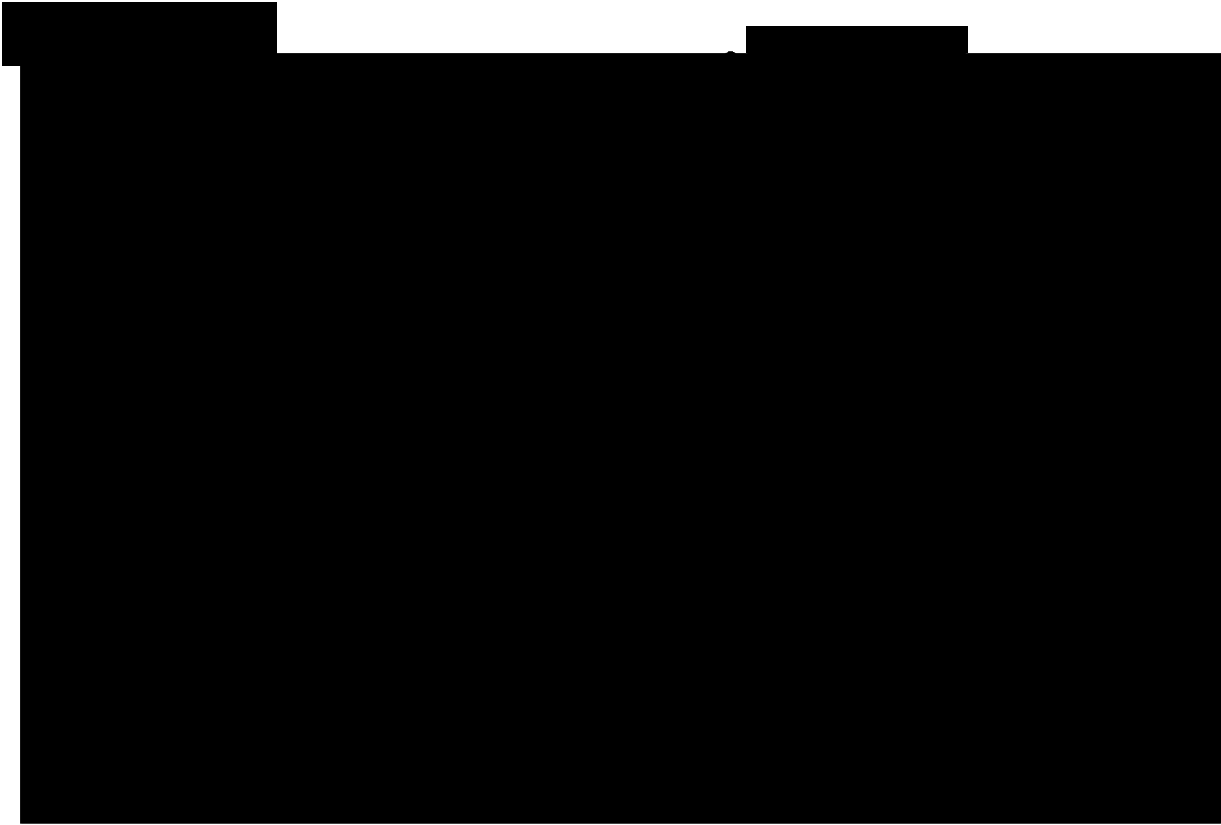
<u>Call Sign</u>	<u>Facility</u>	<u>Channel</u>	<u>Expiration</u>
WNAC-TV	Main BLCT-880414KF	Channel 64	4/1/99
WNAC-TV	Renewal	Channel 64	4/1/99

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Schedule B







SCHEDULE CPROGRAM REGULATIONS AND RESTRICTIONS

Clear Channel Television, Inc. ("Clear"), will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and provision for broadcast of the Clear Programming on Station WNAC-TV (the "Station"):

- I. Ethnic and Racial Issues. All programming broadcast by Clear under this Agreement shall avoid airing material which may unreasonably exacerbate racial and/or ethnic tensions or otherwise give reasonably foreseeable, unnecessary and/or undue offense to any segment of the viewing audience.

- II. No Denominational Attacks. Clear Programming will not be used as a medium for attack on any faith, denomination or sect or upon any individual or organization.

- III. 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. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Clear is directly or indirectly interested without the same having been approved in advance by the Station's General Manager and such broadcast being announced, logged and sponsorship identification given.

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- IV. Election Procedures. Clear will clear with the Station's General Manager the schedule of rates that Clear will charge for the time to be sold to candidates for public office or their supporters to make certain that such rate conforms with applicable law and the Station's policies. In its sole discretion, the Station may require that Clear grant access for the purchase of time to candidates for political office or their supporters. In the event that any candidates for political office or their supporters are entitled to purchase time in Clear Programming, Clear will provide such access as reasonably required in accordance with applicable law.
- V. Required Announcements. Clear will include (i) an announcement in a form satisfactory to Argyle at the beginning of each hour of programming to identify the Station's call letters and (ii) any other announcements required by applicable law.
- VI. No Illegal Announcements. No announcement or promotions prohibited by law of any lottery or game will be made over the Station. Any game, contest or promotion relating to, or to be presented over, the Station must be fully stated and explained to Argyle upon request by it, which reserves the right, in its discretion, to reject the game, contest or promotion.
- VII. Licensee Discretion Paramount. In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Argyle reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which

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is in conflict with the Station's policy or which, in Argyle's judgment, would not serve the public interest, subject to paragraphs 3.2 and 4.4 herein.

VIII. Programming Prohibitions. Clear will not include in Clear Programming 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. Obscenity and Indecency. Any programs or announcements that (1) have a dominant theme that, taken as a whole, appeals to the prurient interest in sex, portray any sexual conduct in a patently offensive way, and lack literary, artistic, political or scientific value or (2) describe, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs at times of the day when children are likely to be in the audience.

- D. Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

- E. Commercial Limitations in Children's Programming. Clear shall not air more than 10.5 minutes of commercial matter on weekends or more than 12 minutes of commercial matter on weekdays or on any programming

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produced and aired for children, in accordance with the rules and regulations of the Federal Communications Commission applicable thereto.

- X. Waiver. Argyle may waive any of the foregoing regulations and restrictions in specific instances if, in its opinion, good broadcasting in the public interest is served. In any case where questions of policy or interpretation of matters contained in this Schedule arise, Clear shall submit the same to Argyle for decision before making any commitments in connection therewith.

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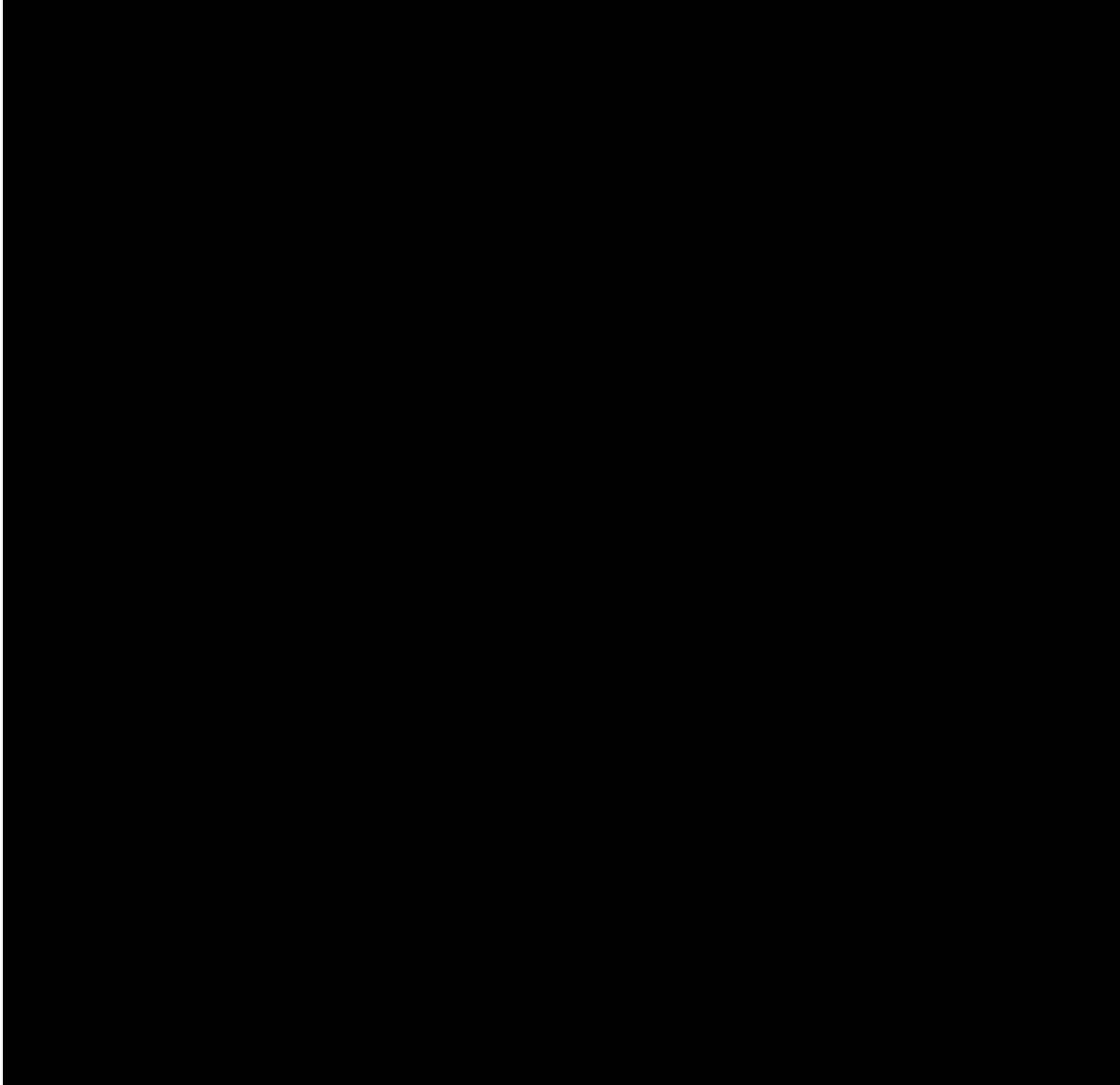
Schedule 6.1(f)



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Schedule 6.1(g)

WNAC-TV Employee Benefits



12/19/96

**FIRST AMENDMENT TO
JOINT MARKETING AND PROGRAMMING AGREEMENT**

THIS FIRST AMENDMENT TO JOINT MARKETING AND PROGRAMMING AGREEMENT (this "First Amendment"), made as of May 30, 2003 (the "Amendment Date"), is by and between ~~TVL Broadcasting, Inc., a Delaware corporation (f/k/a STC Broadcasting, Inc.) ("TVL")~~, and WNAC, LLC, a Rhode Island limited liability company ("License Company").

WITNESSETH:

WHEREAS, reference is made to that certain Joint Marketing and Programming Agreement, dated as of June 10, 1996, by and between TVL as assignee of Clear Channel Television, Inc., and the License Company, as assignee of Super Towers, Inc., as assignee of LIN Television Corporation, as assignee of Smith Acquisition Company and Smith Acquisition License Company, as assignee of WNAC Argyle Television, Inc. and Providence Argyle Television, Inc., and as modified by Section 1.7 of that certain Asset Purchase Agreement, dated January 31, 2001, by and among Smith Acquisition Company, Smith Acquisition License Company, STC Broadcasting, Inc. and STC License Company, and LIN Television Corporation (the "LMA");

WHEREAS, pursuant to, and in accordance with, Section 7.7 of the LMA, the parties hereto and thereto desire to amend certain of the terms and conditions of the LMA expressly as provided in this First Amendment;

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 meaning ascribed thereto in the LMA.

2. **Amendments.** The LMA shall be amended as follows:

2.1 The LMA shall be amended by substituting for the defined term "Clear" the term "Programmer," and all references to "Clear" in the LMA shall be deemed to be references to "Programmer."

2.2 The LMA shall be amended by substituting for the defined term "Argyle" the term "Licensee," and all references to "Argyle" in the LMA shall be deemed to be references to "Licensee."

2.3 Section 4.1 of the LMA shall be amended by adding the following sentence to the end of Section 4.1:

In the event that as of the date ten years after the Commencement Date, LIN Television Corporation or its assignee ("LIN"), has exercised the purchase option granted by

Licensee under that certain Option Agreement, by and among LIN, Super Towers Inc., and WNAC, LLC, dated as of May 30, 2003, the initial term shall extend automatically and without any further action of the parties hereto, until the expiration of the Pending Period (as defined therein); *provided, however*, that nothing contained in this Section 4.1 shall limit or modify the right to renew the term pursuant to Section 4.2 hereof.

2.4 Section 4.7 of the LMA shall be deleted in its entirety and inserted in lieu thereof shall be the following:

Assignability. This Agreement shall inure to the benefit of and be binding upon Licensee and Programmer and their respective successors and assigns. Programmer and Licensee shall, respectively, assign this Agreement in connection with an assignment of license or transfer of control of the Station or WPRI, respectively; Programmer shall further have the right to assign this Agreement to any affiliate of Programmer or to any third party in connection with a sale of all or substantially all of its assets.

3. **Reaffirmation of the LMA.** Except as expressly provided herein, the LMA is not amended, modified or affected by this First Amendment, and the LMA and the rights and obligations of the parties hereto thereunder are hereby ratified and confirmed by the parties in all respects.

4. **Representations and Warranties.** Each party represents and warrants to the other party as follows: (a) it is a duly organized and validly existing corporation or limited liability company ("LLC"), as the case may be, under the laws of its jurisdiction of incorporation or organization; (b) it has full corporate or LLC power and authority and has taken all corporate or LLC action necessary to enter into and perform this Agreement; (c) the execution and delivery of this Agreement and the transactions contemplated herein do not violate, conflict with, or constitute a default under its organizational documents or the terms or provisions of any material agreement or other instrument to which it is a party or by which it is bound, or any order, award, judgment or decree to which it is a party or by which it is bound; and (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

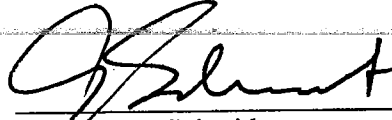
5. **Counterparts.** This First Amendment may be executed contemporaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this First Amendment to produce or account for more than one such counterpart. Each party will receive by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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed and delivered as of the date above.

TVL BROADCASTING, INC.

By:



Gregory M. Schmidt
Vice President – New
Development & Secretary

WNAC, LLC

By:

Timothy G. Sheehan
President

IN WITNESS WHEREOF, the parties have caused this First Amendment to be
duly executed and delivered as of the date above.

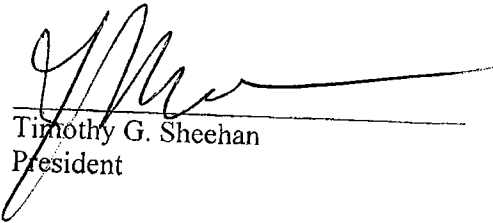
TVL BROADCASTING, INC.

By:

Gregory M. Schmidt
Vice President – New
Development & Secretary

WNAC, LLC

By:



Timothy G. Sheehan
President

**RENEWAL OF
JOINT MARKETING AND PROGRAMMING AGREEMENT**

This Renewal of Joint Marketing and Programming Agreement (this "Renewal") is dated as of June 10, 2006 (the "Effective Date"), by and between TVL BROADCASTING, INC., a Delaware corporation (f/k/a STC Broadcasting, Inc.) ("Programmer"), and WNAC, LLC, a Rhode Island limited liability company ("License Company").

WITNESSETH:

WHEREAS, reference is made to that certain Joint Marketing and Programming Agreement, dated as of June 10, 1996, by and between Programmer as assignee of Clear Channel Television, Inc., and the License Company, as assignee of Super Towers, Inc., as assignee of LIN Television Corporation, as assignee of Smith Acquisition Company and Smith Acquisition License Company, as assignee of WNAC Argyle Television, Inc. and Providence Argyle Television, Inc., and as modified by Section 1.7 of that certain Asset Purchase Agreement, dated January 31, 2001, by and among Smith Acquisition Company, Smith Acquisition License Company, STC Broadcasting, Inc. and STC License Company, and LIN Television Corporation, and as further amended by that certain First Amendment to Joint Marketing and Programming Agreement, made as of May 30, 2003, by and between Programmer and License Company (collectively, the "LMA");

WHEREAS, Section 4.2 of the LMA provides for the renewal of the LMA for two subsequent terms of ten years each;

WHEREAS, since the Effective Date the parties have continued to abide by the terms of the LMA with the joint intent of effecting its renewal; and

WHEREAS, while confirming such renewal, the parties desire to modify the term of the renewal to ensure full compliance with FCC requirements;

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 acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the LMA.
2. **Renewal.** The parties confirm that the LMA has been renewed for an additional term pursuant to Section 4.2 of the LMA; *provided, however*, the length of the additional term is hereby modified pursuant to Section 3 hereof.

3. **Modification.** Section 4.2 of the LMA is hereby modified to provide (i) that each renewal term provided for therein shall be for an eight-year period instead of for a ten-year period, and (ii) that the LMA shall be automatically renewed for a second eight-year period unless either party shall provide written notice of its intent not to renew to the other party no later than the close of business ninety days prior to the end of the present renewal term.

4. **Special, One-Time Termination Right.** Notwithstanding the foregoing and in addition to any other rights that may be contained in the LMA, License Company shall have a one-time right to terminate the LMA, effective on December 31, 2008, upon not less than ninety (90) days prior written notice to Programmer.”

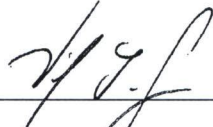
5. **Reaffirmation of the LMA.** Except as expressly provided herein, the LMA is not amended, modified or affected by this Renewal, and the LMA and the rights and obligations of the parties hereto thereunder are hereby ratified and confirmed by the parties in all respects.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Renewal to be duly executed and delivered as of the Effective Date.

TVL BROADCASTING, INC.

By: 
Vincent L. Sadusky
President & CEO

Date: March 8, 2007

WNAC, LLC

By: _____

Date: March __, 2007


IN WITNESS WHEREOF, the parties have caused this Renewal to be duly executed and delivered as of the Effective Date.

TVL BROADCASTING, INC.

By: _____

Date: March , 2007

WNAC, LLC

By:  _____

Date: March 8 , 2007

**FIRST AMENDMENT TO RENEWAL OF
JOINT MARKETING AND PROGRAMMING AGREEMENT**

THIS FIRST AMENDMENT TO RENEWAL OF JOINT MARKETING AND PROGRAMMING AGREEMENT (this "First Amendment"), is made as of August 31, 2007 (the "Amendment Date"), by and between TVL Broadcasting, Inc., a Delaware corporation (f/k/a STC Broadcasting, Inc.) ("Programmer"), and WNAC, LLC, a Rhode Island limited liability company ("License Company").

WITNESSETH:

WHEREAS, reference is made to that certain Joint Marketing and Programming Agreement, dated as of June 10, 1996, by and between Programmer, as assignee of Clear Channel Television, Inc., and the License Company, as assignee of Super Towers, Inc., as assignee of LIN Television Corporation, as assignee of Smith Acquisition Company and Smith Acquisition License Company, as assignee of WNAC Argyle Television, Inc. and Providence Argyle Television, Inc.; and as modified by Section 1.7 of that certain Asset Purchase Agreement, dated January 31, 2001, by and among Smith Acquisition Company, Smith Acquisition License Company, STC Broadcasting, Inc. and STC License Company, and LIN Television Corporation; and as further amended by that certain First Amendment to Joint Marketing and Programming Agreement, made as of May 30, 2003 by and between Programmer and License Company; and as renewed by that certain Renewal of Joint Marketing and Programming Agreement, made as of June 10, 2006 by and between Programmer and License Company (collectively, the "LMA");

WHEREAS, the parties desire to clarify and confirm the intent and meaning of a certain provision of the LMA;

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 meaning ascribed thereto in the LMA.

2. *Modification.* The following shall be inserted at the end of the existing Section 3.4, entitled "Carriage of Station":

"Notwithstanding the foregoing, License Company hereby appoints Programmer to negotiate, and upon License Company's request, to enter into, retransmission consent agreements on behalf of the Station as License Company's agent.


3. *Reaffirmation of the LMA.* Except as expressly provided herein, the LMA is not amended, modified or affected by this First Amendment, and the LMA and the rights and obligations of the parties hereto thereunder are hereby ratified and confirmed by the parties in all respects.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed and delivered as of the date above.

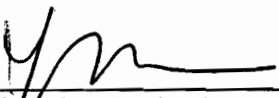
TVL BROADCASTING, INC.

By: 
Name: _____
Title:

Gregory M. Schmidt
Executive Vice President
Digital Media

Date: August 31, 2007

WNAC, LLC

By: 
Timothy G. Sheehan
President

Date: August 28, 2007