

March 20, 2009

The E.W. Scripps Company
312 Walnut St. Suite 2800
Cincinnati, Ohio 45202

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 New World Communications of Detroit, Inc. (together with its controlled affiliates, "Fox"), and Channel 7 of Detroit, Inc. (together with its controlled affiliates, "Scripps") (Fox and Scripps, 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 between Fox and Scripps regarding local TV news gathering (the "Service") in the Detroit, Michigan, designated market areas ("DMA") as defined by Nielsen. Fox and Scripps are parties to the Mutual Non-Disclosure Agreement (the "Confidentiality Agreement"), 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.

2. Authorization. Each of the Parties hereby represents and warrants to the other Party that (a) it has the requisite corporate 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.

3. Term. The term of this Agreement will be from the date of execution of this Agreement ("Effective Date") through the second anniversary thereof. Thereafter, this Agreement will automatically continue for successive one-year periods until termination by either Party on not less than six months' prior written notice to the other Party.

4. 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, 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 Party to any entity that acquires such Party's FCC license to operate the participating station (subject to paragraph 3 above).

5. Fees and Expenses. Except as expressly set forth in this Agreement, each Party shall be responsible for its own costs and expenses, including fees for professional services, if any, incurred in connection with this Agreement and the performance of its obligations hereunder.

6. Indemnification. Each Party shall fully indemnify, defend, and hold harmless the other Party and its respective directors, officers, agents, employees, licensees, assignees and successors against all damages, claims, losses, expenses and liabilities (including, but not limited to, expenses for reasonable legal fees and disbursements) caused by, arising out of, or as a result of (i) negligent acts or omissions of the indemnifying Party related to newsgathering activities for the Service or (ii) the breach or alleged breach by indemnifying Party of any of the warranties, representations or provisions contained in this Agreement. In no event shall either Party be liable to the other for any special, indirect, consequential, exemplary or punitive damages (including lost of anticipated revenues or profits, failure to realize expected savings, expenses of investigation, enforcement and collection and attorneys' and accountants' fees and expenses) arising from any claim relating to this Agreement or any of the services provided hereunder, whether such claim is based on warrant, contract, tort (including negligence or strict liability) or otherwise, even if any authorized representative of such party is advised of the possibility or likelihood of the same. Any claim hereunder shall be made subject to and in accordance with the indemnification process outlined in the definitive agreement.

7. Employment Matters.

(a) The Parties acknowledge and agree that all employees Fox assigns to the Service will remain at all times solely Fox employees, subject solely to Fox's terms and conditions, policies and practices. Scripps will not have the authority or right to hire, terminate, discipline, or otherwise affect the employment terms and conditions of a Fox employee; nor will Scripps have the ability to effectively recommend that a Fox employee be hired, fired, disciplined or otherwise have his or her terms and conditions changed. Fox will provide written notice to its employees that it assigns to the Service making clear to them that they will continue to be Fox's employees and remain subject solely to Fox's employment terms, conditions, policies, practices and procedures. At all times Fox will be solely responsible for the terms and conditions of employment of the employees it provides to the Service, including being solely

responsible for paying all salaries, benefits and expenses of, and all Social Security taxes, unemployment taxes, and any similar taxes relating to the employees it provides to the Service.

(b) The Parties acknowledge and agree that all employees Scripps assigns to the Service will remain at all times solely Scripps' employees, subject solely to Scripps' terms and conditions, policies and practices. Fox will not have the authority or right to hire, terminate, discipline, or otherwise affect the employment terms and conditions of a Scripps employee; nor will Fox have the ability to effectively recommend that a Scripps employee be hired, fired, disciplined or otherwise have his or her terms and conditions changed. Scripps will provide written notice to its employees that it assigns to the Service, making clear to them that they will continue to be Scripps' employees and remain subject solely to Scripps employment terms, conditions, policies, practices and procedures. At all times Scripps will be solely responsible for the terms and conditions of employment of the employees it provides to the Service, including being solely responsible for paying all salaries, benefits and expenses of, and all Social Security taxes, unemployment taxes, and any similar taxes relating to the employees it provides to the Service.

(c) Fox and Scripps each acknowledges and agrees that: (i) Fox is not a single or joint employer with Scripps; (ii) Fox has absolutely no control or supervisory authority over Scripps' employees; (iii) Scripps has absolutely no control or supervisory authority over Fox's employees; (iv) Fox will be solely responsible for conducting and managing its own labor relations, either on an individual level with its employees or with any labor organization either representing or seeking to represent Fox employees; (v) Scripps will be solely responsible for conducting and managing its own labor relations, either on an individual level with its employees or with any labor organization either representing or seeking to represent Scripps employees; (vi) Fox has no authority to bind Scripps to any labor contract or provision thereof with a third party and Fox will not make any representations to the contrary; and (vii) Scripps has no authority to bind Fox to any labor contract or provision thereof with a third party and Scripps will not make any representations to the contrary. In the event that either Party becomes aware that an actual or potential labor dispute may prevent or threaten to prevent timely performance under this Agreement, that Party shall provide the other with notice of the same within 24 hours of becoming so aware.

(d) Each Party will provide reasonable cooperation to the other Party in connection with the investigation or discipline of the other Party's employees assigned to the Service. While either Fox or Scripps may request that the other Party no longer utilize a particular individual for the Service, both Parties understand and agree that the neither has the authority to terminate the employment of the other's employees.

8. 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.

9. 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 State of New York, and each of the Parties consents to personal jurisdiction in those courts.

10. Confidentiality; Publicity. None of the Parties nor any of their respective officers, directors, employees, agents or representatives will disclose to any third party the fact that negotiations are taking place, the subject matter of this Agreement or the transactions contemplated hereby or any other non-public information concerning any Party or the transactions contemplated by this Agreement, as applicable, that may be provided by any Party or their respective representatives, 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.

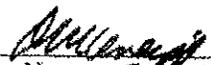
11. Amendment; Waiver. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party or Parties against whom enforcement of the amendment, modification, discharge or waiver is sought. No delay or 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.

12. 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.

Very truly yours,

New World Communications of Detroit, Inc.

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

Acknowledged and Agreed,
as of March 30, 2009:

Channel 7 of Detroit, Inc.

By: 
Name: BRIAN G. LAWLOR
Title: Senior Vice President

Exhibit A

Discussion Term Sheet

Local News Gathering Service

1. Staffing:

2. Assignments:

3. Equipment:

4. Ownership and Use:

5. Facilities:

6. Accounting:

7. Helicopter:

8. Archives:

9. Dispute Resolution: