LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (this "Agreement") is dated as of this 30th day of September, 2009, by and among NVT License Company, LLC, a Delaware limited liability company ("Licensee"), NVT Birmingham Licensee, LLC, a Delaware limited liability company, NVT Hawaii Licensee, LLC, a Delaware limited liability company, NVT Mason City Licensee, LLC, a Delaware limited liability company, NVT Portland Licensee, LLC, a Delaware limited liability company, NVT Savannah Licensee, LLC, a Delaware limited liability company, NVT Topeka Licensee, LLC, a Delaware limited liability company, NVT Topeka II Licensee, LLC, a Delaware limited liability company, NVT Wichita Licensee, LLC, a Delaware limited liability company, NVT Youngstown Licensee, LLC a Delaware limited liability company and NVT Networks, LLC, a Delaware limited liability company ("Programmer").

WHEREAS, Licensee holds one hundred percent (100%) of the membership interests in Licensee's subsidiaries, which in turn hold licenses, permits, and authorizations issued by the Federal Communications Commission (the "FCC") for the stations set forth in Schedule A hereto, by this reference incorporated as though fully set forth herein (the "Stations");

WHEREAS, Programmer desires to provide programming and related services to the Stations, subject to the terms and conditions set forth herein and in accordance with the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and published policies of the FCC (the "FCC Rules," and, together with the Communications Act, the "Communications Laws"); and

WHEREAS, Licensee desires to accept the programming and related services to be supplied by Programmer to the Stations.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Air Time and Transmission Services; Sales; Back Office, Administrative and Accounting Services.

1.1 Subject to the terms and conditions of this Agreement, beginning on the Effective Date (as defined below), Licensee will broadcast, or cause to be broadcast, at Programmer's expense, on the Stations programming provided by Programmer (the "Programming"). The rights and obligations of Programmer and of Licensee under this Agreement shall apply with equal force to each and every separate digital multicast program stream of each Station's transmissions. Licensee shall reimburse Programmer for Programmer's costs associated with providing Programming to the Stations pursuant to this Agreement. In addition to the foregoing, Programmer may provide certain back office, administrative, and accounting services to Licensee relating to the operation of the Stations, including, without limitation, providing financial, traffic, production, engineering and other administrative or accounting services.

1.2 Programmer shall be responsible for, at its sole expense, and, subject to Section 3.4.2 of this Agreement, the sale of all available commercial advertising.

Programmer shall be responsible for all billing and collection activities related to accounts receivable arising from such advertising sales and from Licensee's MVPD Signal Distribution Rights, as defined below (collectively "Sales and Distribution Revenues"), and shall bear the sole risk of non-collection from the Stations' advertisers. For the Sales and Distribution Revenues that Programmer collects pursuant to this Section 1.2, Programmer will pay seventy percent (70%) of such Sales and Distribution Revenues to Licensee. In exchange for the sales services Programmer provides under this Agreement, Programmer will retain thirty percent (30%) of the Sales and Distribution Revenues it collects as its fee for such services (the "Sales Fee").

1.3 Notwithstanding any provision in this Agreement to the contrary, if this Agreement shall be terminated prior to its expiration, the obligations of the parties to make the payments specified in this Section 1, other than amounts that shall have accrued and that shall have been unpaid as of the date of the effective date of any termination, shall cease.

2. Term.

2.1 Initial Term.

2.1.1 The term of this Agreement (the "Term") shall commence on the Effective Date (as defined below) and shall continue until the eighth anniversary of the Effective Date.

2.1.2 For purposes of this Agreement, the "Effective Date" shall mean the date upon which Licensee shall have acquired control, pursuant to prior FCC consent, of the entities that hold the authorizations from the FCC for the Stations.

2.2 Renewal Term. This Agreement shall automatically be renewed for an additional period of eight (8) years following the expiration of the Term, unless either Programmer or Licensee shall have provided written notice to the other party of Programmer's or Licensee's (as the case may be) election not to renew this Agreement beyond the Term, said notice to be provided at least one hundred and eighty (180) days prior to the expiration of the Term.

3. Programming.

3.1 Programming Generally. The Programming may include news, sports, entertainment, network programs, syndicated programs, barter programs, paid-for programs, locally-produced programs, advertising commercial matter (in program or spot announcement forms), promotions (including on-air giveaways), contests, and public-service announcements. The right to use the Programming and to authorize its use in any manner and in any media whatsoever shall be, and shall remain, vested solely in Programmer.

3.2 Public Service Programming. Licensee will retain sole responsibility for the ascertainment of the problems, needs, and concerns of residents of the individual Stations' respective communities of license and service areas. Programmer will make a good-faith effort to include in its Programming programs which are responsive to such problems, needs, and concerns. If Licensee determines that the Programming does not include

programming sufficiently responsive under the Communications Laws to ascertained community problems, needs, and concerns, then Licensee shall have the right to broadcast such additional programming, either produced or purchased by Licensee, as Licensee shall determine to be appropriate in order adequately to respond to ascertained community problems, needs, and concerns (the "Licensee Programming").

3.3 Children's Programming. Licensee shall ensure that educational and informational programming designed primarily for children aged 16 years and younger shall be broadcast by the Stations in compliance with the Communications Laws. Programmer will make a good-faith effort to include in its Programming programs designed primarily for children aged 16 years and younger which comply with the Communications Laws. If Licensee determines that the Programming does not include sufficient programs designed primarily for children aged 16 years and younger which comply with the Communications Laws, then Licensee shall have the right to broadcast such additional programming, either produced or purchased by Licensee, as Licensee shall determine to be appropriate in order to comply with the Communications Laws ("Licensee Children's Programming").

3.4 Additional Obligations.

3.4.1 During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Station and will ensure that proper station identification announcements are made with such call letters in accordance with the Communications Laws. Programmer shall include in the Programming an announcement at the beginning of each hour of such Programming to identify such call letters, as well as any other announcements required by the Communications Laws. Programmer is hereby authorized to use the Stations' call letters in its Programming and in any promotional material in any media used in connection with this Agreement.

3.4.2 Licensee shall oversee and take ultimate responsibility for ensuring compliance with the Communications Laws governing uses of the Stations' facilities by legally-qualified candidates for election to public office, including compliance with Licensee's obligation to provide reasonable access to the Stations' facilities by legally-qualified candidates for election to federal public offices, compliance with the lowest-unit-charge provisions of Section 315 of the Communications Act, and compliance with the obligations under the Communications Laws to provide political advertising disclosure statements to potential political advertisers on the Stations.

3.4.3 Licensee shall maintain the Stations' respective local public inspection files in accordance with the requirements of the Communications Laws. Programmer shall provide Licensee with information about Programming which contains educational or informational programming for children, so as to assist Licensee in the preparation of the Children's Television Programming Reports to the FCC, and Programmer shall provide other information to enable Licensee to prepare other records, reports, and logs required by the FCC and other Governmental Authorities (as defined below).

3.4.4 Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or

form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration") for the inclusion of any matter as part of the programming or commercial matter supplied by Programmer to Licensee for broadcast on the Stations, whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the party making or accepting such Consideration is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Laws.

3.4.5 All actions or activities of Programmer and of Licensee under this Agreement shall be in accordance with (i) the applicable provisions of the Communications Laws; (ii) all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and governmental policies; and (iii) generally-accepted broadcast quality standards for the operation of television stations in the United States.

4. Nondiscrimination. In accordance with Paragraphs 49 and 50 of the FCC's Report and Order, FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Stations on the basis of race or gender, and all such contracts shall be evaluated, negotiated, and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Stations, and, if requested, shall provide to Licensee written confirmation of compliance with such requirement.

5. Lease and Right of Access.

5.1 During the Term and for one hundred and eighty (180) days following the termination of this Agreement, as provided in Section 10.1.2 of this Agreement, Programmer shall lease to Licensee, at fair market value, (a) the premises from which the Stations are operated and (b) all other Programmer assets required by Licensee to operate the Stations, including, without limitation any microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring devices, or any other equipment of Programmer for the proper transmission of the programming on the Stations.

5.2 Commencing on the Effective Date and during the Term of this Agreement, Programmer may, at its own expense and with Licensee's prior written approval, which shall not be unreasonably withheld, delayed or conditioned, (i) relocate any of the Stations' studios, transmitting facilities, control-room facilities, and offices to alternate premises that may be owned or leased by Programmer within each Station's community or Designated Market Area (as such term is defined by Nielsen Media Research Company), and (ii) transfer Station equipment and/or facilities designated by Programmer to such premises for use in the operation of the Stations; *provided, however*, that any such new studio location or transmitting location shall comply with the Communications Laws. In connection with any such relocation, Programmer shall make available to Licensee adequate space for Licensee's facilities and for the Licensee Employees as specified in Section 8 hereof.

6. Force Majeure. During the Term, any failure or impairment of the Stations' equipment or facilities, or any delay or interruption in the broadcast of the Programming, that occurs by reason of circumstances beyond the reasonable control of either party, including acts of God or other *force majeure* event, shall not constitute a breach of this

Agreement, and in such event the parties shall cooperate with one another to restore the Stations' equipment and facilities and/or to resume the broadcast of the Programming as rapidly as possible to the condition that obtained prior to such failure, impairment, act of God, or other *force majeure* event.

7. Licensee Control of Stations.

7.1 Notwithstanding anything to the contrary set forth in this Agreement, Licensee shall have full authority and control over the Stations during the Term, including specifically authority and control over the programming, finances, and personnel of the Stations. Licensee shall have the right to pre-empt, to delay, or to delete any Programming that Licensee deems to be unsatisfactory, unsuitable, or contrary to the public interest. Licensee shall be responsible for ensuring the Stations' compliance with the Communications Laws, including (without limitation) compliance with FCC requirements with respect to the ascertainment of community problems, needs, and concerns, the broadcast of children's programming and documentation related thereto, the broadcast of public-service programming and documentation related thereto, the broadcast of political programming and documentation related thereto, main studio staffing, maintenance of the Stations' local public inspection files, the preparation of quarterly issues/programs reports, the preparation of quarterly Children's Television Programming Reports, and all other such requirements. Programmer shall cooperate with Licensee in ensuring the Stations' compliance with all such requirements.

7.2 Programmer shall cooperate with Licensee to ensure that Emergency Alert System transmissions are properly performed in accordance with Licensee's instructions.

7.3 Programmer will ensure that the Stations shall operate on a weekly schedule that is consistent with the requirements of the Communications Laws.

7.4 Programmer agrees that, during the Term of this Agreement, it shall not represent itself to be the FCC licensee of any Station to any party.

7.5 Each party shall deliver to the other copies of any letters of complaint it receives with respect to the Stations, and Licensee shall include such letters in the Stations' public inspection files, as appropriate.

7.6 Licensee will receive and handle mail, faxes, telephone calls and e-mail from members of the public in connection with the operation of the Stations.

8. Responsibility for Employees and Expenses.

8.1 During the Term, Licensee shall employ two (2) full time employees (the "Licensee Employees") at the main studio of each of the Stations, one (1) of whom shall be a management-level employee, and both of whom shall report to and be exclusively accountable to Licensee. If, as of the Effective Date, Licensee does not have any employees, then as of the Effective Date Licensee shall select two (2) of Programmer's

employees, which shall become the Licensee Employees as described herein and which Licensee shall employ as required hereunder. Licensee shall be responsible for paying the salaries, payroll taxes, medical and other benefits, and related costs of the Licensee Employees. Licensee also shall be responsible for (i) all income taxes relating to Licensee's income resulting from the arrangements contemplated by this Agreement, (ii) all FCC annual regulatory fees and FCC application fees for the Stations, and (iii) the reasonable fees of Licensee's special federal communications legal/regulatory counsel.

8.2 Not later than ten (10) days prior to the Effective Date, Programmer shall notify Licensee whether Programmer shall offer to employ any of the incumbent employees of the Stations. Notwithstanding the foregoing, Programmer shall not be required to offer to employ any incumbent employee of the Stations. Programmer shall have the sole and exclusive right to establish the wage and any other compensation and all other terms and conditions of employment of any incumbent employee of the Stations who shall be employed by Programmer. The relationship of any incumbent employee of the Stations who is offered employment by Programmer shall exclusively be a matter between such incumbent employees and Programmer, notwithstanding any relationship between such incumbent employees and the Licensee.

9. Indemnification.

9.1 Licensee shall indemnify, defend, and hold Programmer, its partners, members, subsidiaries, affiliated companies, and their respective officers, directors, employees, agents, successors, and assigns (each of the foregoing being a "Programmer Indemnitee") free and harmless from any and all Losses and Expenses (as defined below) resulting from or relating to (i) the broadcast by the Stations of programming other than the Programming; (ii) liabilities that arise as a result of Licensee's alteration of any Programming prior to its broadcast by the Stations; (iii) any liabilities with respect to the Licensee Employees; (iv) Licensee's breach of any warranty, undertaking, representation, or agreement made or entered into by Licensee hereunder; or (v) any other matters arising out of or related to Licensee's responsibilities under this Agreement.

9.2 Notice of Claims; Third Person Claims; Certain Definitions.

9.2.1 Any Programmer Indemnitee seeking indemnification hereunder (the "Indemnified Party") shall give promptly to the party obligated to provide indemnification to such Indemnified Party (the "Indemnitor") a written notice (a "Claim Notice") describing in reasonable detail the facts giving rise to the claim for indemnification hereunder, and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such claim, and a reference to the provision of this Agreement or any other agreement, document, or instrument executed hereunder or in connection herewith upon which such claim is based. The failure of any Indemnified Party to give the Claim Notice promptly as required by this Section 9.2.1 shall not affect such Indemnified Party's rights under this Section 9, except to the extent that such failure is actually prejudicial to the rights and obligations of the Indemnitor. After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which an Indemnified Party shall be entitled under this Section 9 shall be determined: (A) by the written agreement between the Indemnified Party and the Indemnitor;

(B) by a final judgment or decree of any court of competent jurisdiction; or (C) by any other means to which the Indemnified Party and the Indemnitor shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired, and no appeal shall have been taken, or when all appeals taken shall have been finally determined. The Indemnified Party shall have the burden of proof in establishing the amount of Losses and Expenses suffered by it.

9.2.2 In order for a party to be entitled to any indemnification provided for under this Agreement in respect of, arising out of, or involving, a Claim (as defined below) or a demand made by any third Person (as defined below) against the Indemnified Party, such Indemnified Party must notify the Indemnitor in writing, and in reasonable detail, of the third Person's Claim promptly after receipt by such Indemnified Party of written notice of the third Person's Claim. Thereafter, the Indemnified Party shall promptly deliver to the Indemnitor copies of all notices and documents (including court papers) received by the Indemnified Party relating to the third Person's Claim. Notwithstanding the foregoing, should a party be served with a complaint with regard to a third Person's Claim, the Indemnified Party must notify the Indemnitor and provide the Indemnitor with a copy of the complaint within five (5) Business Days (as defined below) after receipt thereof, and shall deliver to the Indemnitor within seven (7) Business Days (as defined below) after the receipt of such complaint copies of notices and documents (including court papers) served upon the Indemnified Party relating to the third Person's Claim. The failure of any Indemnified Party to comply with the provisions of this Section 9.2.2 shall not affect such Indemnified Party's rights under this Section 9, except to the extent that such failure is actually prejudicial to the rights and obligations of the Indemnitor.

9.2.3 In the event of the initiation of any legal proceeding against an Indemnified Party by a third Person, the Indemnitor shall have the sole and absolute right after the receipt of notice, at the Indemnitor's option and at its own expense, to be represented by counsel of its choice and to control, defend against, negotiate, settle, or otherwise deal with any Claim or demand which relates to any loss, liability, or damage indemnified against hereunder; *provided, however*, that the Indemnified Party may participate in any such proceeding with counsel of its choice and at its expense. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation, or settlement of any such Claim or demand. To the extent that the Indemnitor elects not to defend such Claim or demand, and the Indemnified Party defends against or otherwise deals with any such Claim or demand, the Indemnified Party may retain counsel, reasonably acceptable to the Indemnitor, at the expense of the Indemnitor, and the Indemnified Party shall control the defense of such Claim or demand. Neither the Indemnitor nor the Indemnified Party may settle any such Claim or demand, whereby such settlement shall obligate the other party to pay money, to perform obligations, or to admit liability, without the consent of such other party, such consent not to be unreasonably withheld, delayed, or conditioned. After any final judgment or award shall have been rendered by a court, arbitration board, or administrative agency of competent jurisdiction, and after the time in which to appeal therefrom shall have expired, or a settlement shall have been consummated, or the Indemnified Party and the Indemnitor shall have arrived at a mutually binding agreement with respect to each separate matter alleged to be indemnified hereunder, the Indemnified Party shall forward to the Indemnitor notice of any sums due and owing by the Indemnitor to the Indemnified Party with respect to such matter, and the Indemnitor shall pay all of the sums for which indemnification under this Section 9 is provided so owing to the Indemnified Party by

wire transfer, certified check, or bank cashier's check within thirty (30) days after the date of such notice.

9.2.4 In any case where an Indemnified Party actually recovers from third Persons any amount in respect of a matter with respect to which an Indemnitor has indemnified such Indemnified Party pursuant to this Section 9, such Indemnified Party shall promptly pay over to the Indemnitor the amount so recovered (after deducting therefrom the full amount of the expenses incurred by it in procuring such recovery), but not in excess of the sum of (i) any amount previously so paid by the Indemnitor to or on behalf of the Indemnified Party in respect of such matter, and (ii) any amount expended by the Indemnitor in pursuing or defending any Claim or demand arising out of such matter.

9.2.5 For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Business Day" means any day other than a Saturday, a Sunday, or other day on which commercial banks in the City of New York, New York are authorized or required by law or by executive order to close.

"Claims" means any actions, suits, proceedings, claims, complaints, demands, disputes, arbitrations, or investigations.

"Expense" means any and all expenses incurred in connection with investigating, defending, or asserting any Claim incident to any matter indemnified against under this Agreement (including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants, and other professionals).

"Governmental Authority" means the government of the United States of America or any department, agency, bureau, court, or tribunal authorized thereby or thereunder; and any state, city, locality, or other political subdivision thereof, or any department, agency, bureau, court, or tribunal authorized thereby or thereunder; and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of, or pertaining to, government.

"Losses" means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies, or other charges.

"Person" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority, or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

10. Termination.

10.1 Termination in the Event of Breach.

10.1.1 Each of Programmer or Licensee may terminate this Agreement if the other party is in material breach of its obligations hereunder.

10.1.2 Unless otherwise mutually agreed by Licensee and Programmer, any termination of this Agreement shall, at the election of Licensee, not become effective until the effective date specified by Licensee which shall not be more than one hundred eighty (180) days after notice of termination is provided by Licensee or Programmer. Prior to the effective date of termination as specified by Licensee (or such other effective date of termination as mutually agreed by Licensee and Programmer), Licensee shall be permitted to use any Programmer assets (including any premises of the Programmer) as are necessary to enable the Stations' licensees to fulfill their obligations as holders of FCC broadcast licenses.

10.2 Liabilities Upon Termination. Upon termination of this Agreement in accordance with the terms hereof, Licensee shall not be entitled to any further payments under this Agreement, except for payments due under this Agreement through the date of termination that have not otherwise been made by Programmer. Upon termination of this Agreement in accordance with the terms hereof, Programmer shall be responsible for all liabilities, debts and obligations of Programmer accrued from the purchase of air time and/or transmission services and all Programmer's programming on the Stations, including, without limitation, accounts payable, barter agreements and unaired advertisements, but not for Licensee's federal, state, and local tax liabilities associated with Programmer's payments to Licensee as provided for herein. Unless otherwise mutually agreed, with respect to Programmer's obligations to broadcast programming, advertisements and other material over the Stations after the effective date of any termination hereunder, Licensee shall air such programming, advertisements and other materials and shall be entitled to keep the revenue earned therefrom. Upon termination of this Agreement, all reasonable operating expenses incurred in connection with the operation of the Stations shall be prorated as mutually agreed and in good faith between the parties as of the effective termination date of this Agreement. In no event shall Licensee be under any obligation to make available to Programmer any broadcast time or broadcast transmission facilities, other than relating to advertisements.

10.2.1 Notwithstanding anything in the foregoing to the contrary, termination of this Agreement shall not extinguish any rights of either party as may be provided by Section 9 and Section 16.10 hereof.

11. Challenge. If this Agreement is challenged in whole or in part before or by a Governmental Authority, Licensee and Programmer shall defend this Agreement and the parties' respective performances hereunder. If this Agreement or any material part hereof shall be declared invalid, illegal, or unenforceable by a ruling, order, or decree of a Governmental Authority, and such ruling, order, or decree shall have become effective, then the parties shall endeavor in good faith to reform this Agreement as shall be necessary in order to remove such invalidity, illegality, or unenforceability.

12. Additional Representations, Warranties, and Covenants.

12.1 Additional Representations, Warranties, and Covenants of Licensee.

12.1.1 Authority; No Conflicts.

(1) Licensee has the requisite limited liability company power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to comply with the terms, conditions, and provisions hereof.

(2) The execution and delivery of, and the performance of its obligations under, this Agreement by Licensee have been duly authorized and approved by all necessary limited liability company action of Licensee, and do not and will not require any further authorization or consent of Licensee. This Agreement is a legal, valid, and binding agreement of Licensee, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally, and except as such enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(3) None of the execution and delivery of, and the performance of its obligations under, this Agreement by Licensee, the consummation by Licensee of any of the transactions contemplated hereby, or the compliance by Licensee with, or the fulfillment by Licensee of, the terms, conditions, and provisions hereof will:

(A) conflict with, result in a breach of the terms, conditions, or provisions of, or constitute a default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under, or result in the creation or imposition of any lien, mortgage, pledge, or hypothecation upon, the certificate of formation, the operating agreement, or other organizational document of Licensee or any of its subsidiaries, or any other agreement to which Licensee or any of its subsidiaries is a party or to which Licensee or any of its subsidiaries or any of their respective properties are subject or by which Licensee or any of its subsidiaries or any of their respective properties are bound, or any of the FCC authorizations for the Stations held by Licensee or any of its subsidiaries, or any requirement of law (including the Communications Laws) affecting Licensee, any of its subsidiaries, or any of their respective properties, except for any such conflicts, breaches, or other occurrences of the type referred to above which would not individually or in the aggregate have a material adverse effect upon Licensee or the Stations or which would not prevent the consummation by Licensee of the transactions contemplated hereby.

(B) require the approval, consent, authorization, or act of, or the making by Licensee or any of its subsidiaries of any declaration, filing, application, or registration with, any third party or any Governmental Authority, except for such of the foregoing as have already been obtained or made, or which would not individually or in the aggregate have a material adverse effect upon Licensee or the Stations or which would not prevent the consummation by Licensee of the transactions contemplated hereby.

12.1.2 Authorizations. During the Term, Licensee or its wholly-owned subsidiaries shall hold all licenses, permits, franchises, and other authorizations necessary for the operation of the Stations as presently conducted (including licenses, permits, franchises, and authorizations issued by the FCC), and such licenses, permits, franchises, and authorizations shall be in full force and effect for the entire Term hereunder, unimpaired by any acts or omissions of Licensee, its principals, employees, or agents, except where the failure to hold such

licenses, permits, franchises, and authorizations, or the failure of such licenses, permits, franchises, and authorizations to be in full force and effect would not have a material adverse effect upon Licensee or the Stations.

12.1.3 Compliance with Applicable Law. Licensee covenants that the performance of its obligations under this Agreement shall be in material compliance with, and shall not violate in any material respect, any applicable laws or any applicable rules, regulations, or orders of the FCC or any other Governmental Authority.

12.1.4 Control. Licensee covenants that it shall maintain ultimate control of the Stations, including ultimate control over the Stations' finances, personnel and programming.

12.1.5 Renewal, Modification and Cancellation of Contracts. Licensee will comply with all reasonable requests of Programmer with respect to the renewal and cancellation of contracts (in accordance with their terms) or the entry into or the modification of contracts which affect the Programmer's activities with regard to the Stations pursuant to this Agreement.

12.2 Additional Representations, Warranties, and Covenants of Programmer.

12.2.1 Authority; No Conflicts

(1) Programmer has the requisite limited liability company power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to comply with the terms, conditions, and provisions hereof.

(2) The execution and delivery of, and the performance of its obligations under, this Agreement by Programmer have been duly authorized and approved by all necessary limited liability company action of Programmer, and do not and will not require any further authorization or consent of Programmer. This Agreement is a legal, valid, and binding agreement of Programmer, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally, and except as such enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(3) None of the execution and delivery of, and the performance of its obligations under, this Agreement by Programmer, the consummation by Programmer of any of the transactions contemplated hereby, or the compliance by Programmer with, or the fulfillment by Programmer of, the terms, conditions, and provisions hereof will:

(A) conflict with, result in a breach of the terms, conditions, or provisions of, or constitute a default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under, or result in the creation or imposition of any lien, mortgage, pledge, or hypothecation upon, the certificate of

formation, the operating agreement, or other organizational document of Programmer or any of its subsidiaries, or any other agreement to which Programmer or any of its subsidiaries is a party or to which Programmer or any of its subsidiaries or any of their respective properties are subject or by which Programmer or any of its subsidiaries or any of their respective properties are bound, or any requirement of law (including the Communications Laws) affecting Programmer, any of its subsidiaries, or any of their respective properties, except for any such conflicts, breaches, or other occurrences of the type referred to above which would not individually or in the aggregate have a material adverse effect upon Programmer or which would not prevent the consummation by Programmer of the transactions contemplated hereby.

(B) require the approval, consent, authorization, or act of, or the making by Programmer or any of its subsidiaries of any declaration, filing, or registration with, any third party or any Governmental Authority, except for such of the foregoing as have already been obtained or made, or which would not individually or in the aggregate have a material adverse effect upon Programmer or which would not prevent the consummation by Programmer of the transactions contemplated hereby.

12.2.2 Compliance with Applicable Law. Programmer covenants that the performance of its obligations under this Agreement and its furnishing of the Programming shall be in material compliance with, and shall not violate in any material respect, any applicable laws or any applicable rules, regulations, or orders of the FCC or any other Governmental Authority.

12.2.3 Handling of Complaints. Programmer shall promptly advise Licensee of any complaint or inquiry that Programmer shall receive from any member of the public, any Governmental Authority (including the FCC), or any other Person concerning the Programming, and Programmer shall cooperate with Licensee and shall take all actions as may be reasonably requested by Licensee in responding to any such complaint or inquiry.

12.2.4 Information For FCC Reports. Programmer shall provide in a timely manner any information in Programmer's possession, or shall prepare information and provide the same to Licensee, which shall enable Licensee to prepare, file, or maintain the records and reports required by the FCC.

12.2.5 Must-Carry/Retransmission Consent. Upon Licensee's request and at Licensee's direction, Programmer may consult with Licensee to assist Licensee in determining whether, and – if so – to what extent, must-carry rights and/or retransmission-consent rights for each of the Stations (collectively, such must-carry rights and such retransmission-consent rights are referred to hereinafter as "MVPD Signal Distribution Rights") may be available or may become available; and, to the extent that Licensee shall determine that any such MVPD Signal Distribution Rights are available or shall have become available to any of the Stations, Licensee shall ensure that such MVPD Signal Distribution Rights are fully exploited, defended, protected, preserved, and enforced, it being understood, acknowledged, and agreed by and between Programmer and Licensee that such exploitation, defense, protection, preservation, and enforcement shall be conducted in a manner at all times consistent with applicable FCC rules, regulations, and policies and applicable statutory requirements. Programmer shall not take any actions, nor fail to take any actions, the purpose or likely result of

which would be to jeopardize or to limit in any material respect any of the Stations' MVPD Signal Distribution Rights.

12.2.6 Responsibilities for Agreements. To the extent that Programmer accepts assignment of any Licensee contracts, or accepts assignment of any Licensee rights or obligations under any such contract, Programmer agrees to use commercially reasonable efforts to perform under such contracts.

13. Arbitration.

13.1 Arbitration of Disputes

13.1.1 In the event that any dispute, controversy or difference is not resolved within thirty (30) days after the commencement of discussion between or among Programmer or Licensee or the conclusion in good faith of Programmer or Licensee that amicable resolution of the dispute, controversy or difference does not appear likely, whichever is earlier, then the dispute, controversy or difference shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

13.1.2 The arbitration shall be held in Wilmington, Delaware or such other location as Programmer and Licensee shall mutually agree. The arbitration shall be heard by a panel of three arbitrators, each of whom shall be experienced in the resolution of disputes, controversies and differences relating to telecommunications services. One such disinterested arbitrator shall be selected by Programmer, one such disinterested arbitrator shall be selected by the Licensee and the third arbitrator shall be selected by the arbitrators selected by the Programmer and Licensee. Resolution of the dispute, controversy or difference shall be determined by a majority vote of the arbitration panel.

13.1.3 Programmer and Licensee shall bear equally all fees, costs and expenses of the arbitration, and Programmer and Licensee shall bear its own legal expenses and costs of all experts and witnesses relating thereto; provided, however, that if the claim of either Programmer or Licensee is upheld by the arbitration panel in all material respects, then the arbitration panel may apportion between or among Programmer and Licensee as such arbitration panel may deem equitable the costs incurred by the prevailing party.

13.1.4 Any award rendered by the arbitration panel shall be final and conclusive upon Programmer and Licensee and any judgment thereon may be enforced in accordance with Section 16.12, unless: (i) the award was procured by corruption, fraud or other manifest undue means; (ii) the arbitrators exceeded their powers (it being acknowledged that the arbitrators are entitled to hear any dispute, controversy or difference relating in any way to this Agreement or any Schedule or Exhibit attached hereto); or (iii) the arbitrators have been guilty of misconduct. The party submitting such dispute shall request the American Arbitration Association to: (y) allow for Programmer and/or Licensee to request reasonable discovery pursuant to the rules then in effect under the Federal Rules of Civil Procedure for a period not to exceed sixty (60) days prior to such arbitration, and (z) require the testimony to be transcribed.

13.1.5 The fact that arbitration has commenced in accordance with this Section 13 shall not impair the ability of Programmer or Licensee to exercise any termination rights in accordance with Section 10 hereof.

14. Intellectual Property. As of the Effective Date, Licensee licenses to Programmer the exclusive right to use (or, only to the extent that Licensee does not hold the exclusive right to use, then Licensee licenses to Programmer the non-exclusive right to use) all intellectual property owned by or licensed to Licensee and used in the operations of the Stations (including, but not limited to, logos, jingles, promotional materials, call signs, goodwill, trademarks, service marks, slogans, trade names, copyrights, and any applications and registrations therefor).

15. Benefit and Assignment.

15.1 Except as provided in Section 15.2 hereof, this Agreement may not be assigned by either party, nor may the obligations of either party be delegated, in whole or in part, either voluntarily or by operation of law, without the prior written consent of the other party. Any assignment or delegation contrary to the provisions of this Section 15.1 shall be deemed a material breach under this Agreement.

15.2 Notwithstanding the provisions of Section 15.1 hereof, the parties acknowledge and agree that in the course of Programmer's performance of its obligations under, and its compliance with the terms of, this Agreement, Programmer may, in its sole discretion and at its sole expense, engage such agents, advisors, consultants, independent contractors, or other similar representatives as Programmer may deem appropriate, and may assign certain of Programmer's rights and/or delegate certain of Programmers obligations under this Agreement as Programmer may deem appropriate; *provided, however*, that no such engagement, assignment, or delegation shall relieve Programmer of any of its obligations under this Agreement.

16. General Terms.

16.1 Amendment. Any amendment or supplement to, or modification of, any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by either party hereto from the terms of any provision of this Agreement, shall be effective (i) only if such amendment, supplement, modification, waiver, or consent shall be made or given in writing and signed by each of the parties hereto, and (ii) only in the specific instance and for the specific purpose for which such amendment, supplement, modification, waiver, or consent is made or given. No failure to exercise, and no delay in exercising, any right, remedy, power, or privilege provided in this Agreement, or provided by statute, or available at law or in equity, on the part of any party hereto shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No course of dealing between the parties hereto shall operate as a waiver of any right, remedy, power, or privilege hereunder by either party. Each and every default by either of the parties under this Agreement shall give rise to a separate cause of action hereunder, and separate suits may be brought under this Agreement as each such cause of action arises.

16.2 Entire Agreement. This Agreement, together with the schedules attached hereto, is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, or undertakings, other than those set forth or referred to herein. This Agreement, together with the schedules attached hereto, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

16.3 Survival of Representations and Warranties. All of the representations and warranties of each of the parties made herein shall survive the execution and delivery of this Agreement.

16.4 Confidentiality. The parties hereto shall file with the FCC copies of this Agreement, to the extent required by the FCC and the Communications Laws. As to any other announcements or press releases: no statement disclosing the existence of this Agreement or announcing in any way the transactions contemplated by this Agreement shall be issued by (i) Programmer, without the prior written consent of Licensee as to the specific content of such statement, such consent not to be unreasonably withheld, delayed, or conditioned, (ii) Licensee, without the prior written consent of Programmer as to the specific content of such statement, such consent not to be unreasonably withheld, delayed, or conditioned; *provided, however*, that this Section 16.4 shall not apply in the event that a disclosure of or concerning this Agreement shall be required (a) by any pending litigation, including if a court of competent jurisdiction or a duly authorized Governmental Authority shall require, by a final and non-appealable order, any such disclosure, or (b) if there is a requirement of law (as determined in good faith by legal counsel for Programmer or by legal counsel for Licensee, as applicable) for a disclosure of, or a filing of a copy of, this Agreement or any abstract hereof with a Governmental Authority; and, *provided, further*, that the parties hereto are expressly authorized to disclose to any and all Persons the structure and tax aspects of the transactions contemplated by this Agreement and all materials of any kind that are provided to such party related to such structure and tax aspects.

16.5 Notices. All notices, demands, and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, postage prepaid, return receipt requested, by a nationally-recognized private commercial overnight courier service, or by personal delivery:

(1) if to Licensee:

NVT License Company, LLC
c/o HBK Services LLC
2101 Cedar Springs Road, Suite 700
Dallas, Texas 75201
Attention: Legal
Facsimile (214) 758-1207

(2) if to Programmer:

NVT Networks, LLC
11766 Wilshire Boulevard
Suite 405
Los Angeles, California 90025
Telephone: (310) 478-3200
Telecopy: (310) 478-3222
Attention: Jason Elkin

All such notices, demands, and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; if delivered by a nationally-recognized private commercial overnight courier service, as of the date and time (if any) shown on the receipt for such delivery; or if mailed by registered or certified mail, postage prepaid, with return receipt requested, as of the date and time (if any) shown on the returned receipt. Either party may by notice given in accordance with this Section 16.5 designate another address or another Person for the receipt of notices, demands, and communications to be sent to such party hereunder; but such designation shall not be effective until actually received by the other party hereto.

16.6 Counterparts. This Agreement may be executed in any number of counterparts, and each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto, or by electronic mail bearing a copy of the signature of a party hereto, shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies, or such copies delivered by electronic mail, shall constitute enforceable original documents. If either party executes and delivers its signature of this Agreement by means of facsimile transmission or electronic mail, such party shall promptly cause an original signature to be delivered to the other party forthwith.

16.7 Headings; Gender. The headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning, interpretation, or construction of this Agreement. As used herein, masculine pronouns shall include the feminine and the neuter; neuter pronouns shall include the masculine and the feminine; and the singular shall be deemed to include the plural. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Except as otherwise indicated, all references in this Agreement to "Sections" and "Schedules" are intended to refer to the Sections of this Agreement and the Schedules to this Agreement.

16.8 Further Assurances. Each party hereto agrees to execute, acknowledge, deliver, file, and record such further certificates, amendments, instruments, and documents, and to do all such other acts and things, as may be required by law or as may be reasonably determined by either party to be necessary, advisable, or convenient in order to carry out the intent and purpose of this Agreement.

16.9 Rule of Construction. The general rule for interpreting a contract, which provides that any ambiguities or uncertainties found to exist in the provisions of a contract

should be construed against the party preparing the contract, is hereby waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter, who participated in the preparation of this Agreement.

16.10 Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every other remedy available under this Agreement or now or hereafter existing at law or in equity.

16.11 Consent to Jurisdiction. Subject to Section 13 of this Agreement, any claim arising out of or relating to this Agreement or the transactions contemplated hereby shall be brought by the parties and heard and determined only in the Chancery Court of the State of Delaware, unless such Court shall determine that it does not have jurisdiction over such claim, in which case such claim may be brought by the parties and heard and determined only in a state court in the State of Delaware or in a federal court sitting in the State of Delaware. The parties hereto consent to jurisdiction before, and waive any objections of venue in, the Chancery Court of the State of Delaware, the state courts in the State of Delaware, and any federal court sitting in the State of Delaware. Each party agrees not to assert, by way of motion, as a defense, or otherwise, in any litigation involving any claim arising out of or relating to this Agreement or the transactions contemplated hereby that such party is not subject personally to the jurisdiction of any of such courts, or that such litigation shall have been brought in an inconvenient forum if brought in any of such courts, or that the venue of such litigation in any of such courts is improper, or that this Agreement may not be enforced by, or that the subject matter hereof may not be determined by, any of such courts. Each party further irrevocably submits to the jurisdiction of the Chancery Court of the State of Delaware, the state courts of the State of Delaware, and any federal court sitting in the State of Delaware for the purposes of any such litigation. Each of the parties irrevocably consents to service of process in the manner provided for the delivery notices in Section 16.5 hereof. Nothing herein contained shall be deemed to affect the right of any party to serve process in any other manner that is permitted by applicable law. **THE PARTIES HERETO HEREBY IRREVOCABLY AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

16.12 GOVERNING LAW. THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS THAT ARE MADE AND THAT ARE TO BE WHOLLY PERFORMED WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

16.13 Severability. Subject to the provisions of Section 13 hereof, if any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable as written, such provision shall be construed, to the greatest extent possible, in a manner which shall render it valid, legal, and enforceable. No declaration of invalidity, illegality, or unenforceability of any provision hereof, or its application in any particular circumstance, in any jurisdiction shall affect

any other provision of this Agreement or its application in any other circumstance, or the validity, legality, or enforceability of such provision in any other jurisdiction.

16.14 No Third Party Beneficiaries. This Agreement is not for the benefit of any third party and shall not be deemed to grant any right or remedy to any third party, whether or not referred to herein.

16.15 No Agency Relationship. Nothing contained herein shall be construed to create any joint venture, partnership, business combination, or agency relationship between Programmer and Licensee, and neither party shall be authorized to act on behalf of the other party or to hold itself out to third parties as authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first above written.

NVT NETWORKS, LLC

By:_____
Name: Jason Elkin
Title: CEO

NVT LICENSE COMPANY, LLC

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: _____
Title: _____

NVT BIRMINGHAM LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: _____
Title: _____

NVT HAWAII LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first above written.

NVT NETWORKS, LLC

By:_____
Name: Jason Elkin
Title: CEO

NVT LICENSE COMPANY, LLC

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David C. Haley
Title: Manager

NVT BIRMINGHAM LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David C. Haley
Title: Manager

NVT HAWAII LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David C. Haley
Title: Manager

09

NVT MASON CITY LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David C Haley
Title: Manager

NVT PORTLAND LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David C Haley
Title: Manager

NVT SAVANNAH LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David C Haley
Title: Manager

NVT TOPEKA LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David C Haley
Title: Manager

NVT TOPEKA II LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David O'Hailey
Title: Manager

NVT WICHITA LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David O'Hailey
Title: Manager

NVT YOUNGSTOWN LICENSEE, LLC

By NVT License Company, LLC, its Sole Member

By NVT License Holdings, LLC, its Sole Member

By HBK NV, LLC

By: _____
Name: David O'Hailey
Title: Manager

LOCAL MARKETING AGREEMENT

SCHEDULE A

STATIONS

Licensee	**Stations**
NVT Birmingham Licensee, LLC	WIAT(TV), Birmingham, AL W04CB, Sylacauga, AL
NVT Hawaii Licensee, LLC	KAII-TV, Wailuku, HI KHAW-TV, Hilo, HI KHON-TV, Honolulu, HI K55DZ, Lihue, HI
NVT Mason City Licensee, LLC	KIMT(TV), Mason City, IA
NVT Portland Licensee, LLC	KOIN(TV), Portland, OR KBNZ-LP, Bend, OR K31CR-D, Prineville, Etc., OR K34DC, Astoria, OR K38CZ, Lincoln City/Newport, OR K51IU, Black Butte Ranch, OR K52AK, Prineville, Etc., OR K52ET, Tillamook, OR K63AW, Grays River, Etc., WA K64BK, The Dalles, OR K65AE, Terrebonne, OR
NVT Savannah Licensee, LLC	WJCL(TV), Savannah, GA
NVT Topeka Licensee, LLC	KSNT(TV), Topeka, KS
NVT Topeka II Licensee, LLC	KTEM-CA, Emporia, KS KMJT-CA, Ogden, KS KTLJ-CA, Junction City, KS KTMJ-CA, Topeka, KS
NVT Wichita Licensee, LLC	KSNC, Great Bend, KS KSNG, Garden City, KS KSNK, McCook, NE KSNL-LD, Salina, KS KSNL-LP, Salina, KS KSNW, Wichita, KS
NVT Youngstown Licensee, LLC	WFXI-CA, Mercer, PA WKBN-TV, Youngstown, OH WYFX-LP, Youngstown, OH W35CP-D, Youngstown, OH