

ADVERTISING REPRESENTATION AGREEMENT

This Advertising Representation Agreement (this "***Agreement***") dated as of November 4, 2009, is by and among Estes Broadcasting, Inc., a Delaware corporation ("***Licensee***"), and Dimension Enterprises Ltd., a Louisiana corporation (collectively with Licensee, "***Station Owner***"), and KYTX Operating Company, LLC, a Delaware limited liability company ("***Representative***," and, together with Station Owner, the "***Parties***").

WITNESSETH

WHEREAS, Station Owner is the owner, operator and licensee of television broadcast station KCEB(DT), Longview, Texas (Facility ID Number 83913) (the "***Station***");

WHEREAS, Station Owner wishes to appoint Representative as its advertising sales representative for the sale and placement of commercial television advertising time during the programming broadcast by Station Owner, and Representative is willing to accept such appointment, in each case on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 **Defined Terms.** As used herein, the capitalized terms not otherwise defined herein have the meanings set forth in Appendix A.

1.2 **Other Definition Provisions.** The masculine form of words includes the feminine and the neuter and vice versa, and, unless the context otherwise requires, the singular form of words includes the plural and vice versa. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Agreement refer to this Agreement as a whole, and not to any particular section or subsection.

ARTICLE 2 **ADVERTISING RELATIONSHIP**

2.1 **Advertising Inventory.** Station Owner appoints Representative as its exclusive advertising representative with respect to the Advertising Inventory of the Station, and shall, without restriction to how Representative may package or otherwise market the Advertising Inventory with any other advertising inventory, permit Representative to resell such Advertising Inventory to third parties, provided that, the rates charged by Representative for sale of the Advertising Inventory shall be subject to the ultimate control of Station Owner. Station Owner shall not sell any Advertising Inventory without the express written consent of Representative. Notwithstanding the foregoing, Station Owner may request, upon reasonable notice, the placement of a commercially reasonable number of public service announcements for broadcast on the Station. Representative shall accept and broadcast such public service announcements, provided that Station Owner provides reasonable notice of its request.

2.2 Advertising Revenue. Subject to Section 2.8, Station Owner shall be entitled to all revenues generated by the sale of Advertising Inventory. Representative is responsible for collecting all of the Station's accounts receivable, which funds shall be deposited in the Station Owner Account within five Business Days of collection. The Station Owner agrees that any revenues that are owed to the Station Owner under this Agreement or the Shared Services Agreement will be deposited into an account that will be in the name of the Station Owner (and for which the Station Owner will have sole and exclusive title) but for which Representative will have exclusive signatory authority over (the "***Station Owner Account***") for the limited purpose of authorizing payment of Priority Obligations and other amounts owed by the Station Owner under this Agreement or the Shared Services Agreement, in connection with cash management services to be provided by Representative under the Shared Services Agreement. After payment of such amounts, remaining balances may be transferred at the direction of the Station Owner.

2.3 Promotion. Representative shall use commercially reasonable efforts to promote the Station in connection with the sale of Advertising Inventory, to solicit advertising for the Station, and to service advertising accounts in a business-like manner, with the aim of maximizing advertising revenue for the Station.

2.4 Advertising Expenses; Billing and Receivables. All expenses in connection with the solicitation and sale of advertising, including, but not limited to, personnel, transportation, telephone and other overhead costs, shall be paid by Representative. Representative shall be required to provide all billing and collection for the Advertising Inventory and shall use commercially reasonable efforts to collect all amounts owed for the Advertising Inventory in accordance with industry practice; provided, that, Representative shall not be obligated to institute litigation, employ any collection agency, legal counsel or other third party, or take any other extraordinary means of collection or pay any expenses to third parties to collect the amounts owed for the Advertising Inventory. Representative shall not incur any liability to Station Owner for uncollected amounts or any unsold portions of the Advertising Inventory. Representative shall provide to Station Owner, on a quarterly basis, within 30 days of when such quarter ends, a summary report ("***Advertising Report***") of all advertising sold, provided however, that Representative shall not be required to use any method of collecting such information or generating such Advertising Report other than that already employed with regard to the Station.

2.5 Exclusivity. Station Owner shall not enter into any other agreements for the sale of Advertising Inventory except as set forth in the Shared Services Agreement.

2.6 Listing. Representative may, in its discretion, list Representative as the advertising sales representative for Station Owner with respect to the Station in applicable trade listings and in its own advertising and promotional material.

2.7 Records. Station Owner shall keep internal records and logs of the placement of advertisements with respect to the Advertising Inventory and shall submit to Representative affidavits of performance confirming the same in accordance with industry practice within ten (10) days after the close of each broadcast month.

2.8 Sales Commission. During the term of this Agreement, Station Owner shall pay and Representative shall be entitled to commissions as set forth in Schedule 2.8 ("***Sales***

Commission”), provided, that, the payment of the Sales Commission in any month shall not exceed the amount by which (i) the sum of (A) Station Owner’s cash on hand at the beginning of each month and (B) the cash flow generated by the Station during such month, exceeds (ii) the sum of (A) Station Owner’s Priority Obligations for such month, (B) Station Owner’s Accrued Priority Obligations and (C) the Services Fee to be paid in such month.

ARTICLE 3

ADVERTISEMENTS

3.1 General Content. Representative shall use commercially reasonable efforts to ensure that the Advertisements comply with the Act, the FCC Rules and all other applicable federal, state and local laws in effect from time to time, including but not limited to, lottery restrictions and prohibitions on obscenity, indecency and deceptive advertising, false representations or deception of any kind or prohibited products.

3.2 Political Broadcasting. Representative shall use commercially reasonable efforts to comply with the Act, the FCC Rules and all other applicable federal, state and local laws regarding access to airtime and rates charged for legally qualified candidates for public office and their authorized representatives. Representative shall furnish Station Owner with all material required to be made available for public inspection regarding requests for time by political candidates including information regarding receipt of any request for time by or on behalf of a political candidate, together with an appropriate notation showing charges and dispositions made.

3.3 Sponsorship Identification. Representative shall use commercially reasonable efforts to determine when sponsorship identification announcements are required to be included in Advertisements and to ensure that the Advertisements contain all such sponsorship identification announcements as required by the Act and the FCC Rules.

3.4 Program Supplier Restrictions. Representative shall use commercially reasonable efforts to comply with all of Station Owner’s policies and directions and with all terms, provisions, conditions and restrictions contained in agreements with Station Owner’s programming suppliers governing the sale, solicitation and/or exhibition of advertising or promotional material within or on such programming.

ARTICLE 4

OPERATIONS

4.1 Operations Generally. Nothing in this Agreement relieves or is intended to relieve Station Owner of its ultimate responsibility for operating and maintaining the Station. Station Owner remains ultimately responsible for ensuring that the Advertisements comply with the Act, the FCC Rules and all other applicable federal, state and local laws in effect from time to time, including but not limited to, the Station’s compliance with all political broadcasting and sponsorship identification requirements set forth in the Act and the FCC Rules, and for complying with programming supplier agreements and all other matters referred to in ARTICLE 3, including complete oversight over production of the Advertisements.

4.2 Personnel. Representative shall employ and be solely responsible for personnel responsible for carrying out Representative's duties and obligations under this Agreement. Station Owner shall retain and be responsible for its own independent personnel to carry out all duties and obligations not specifically delegated to Representative under this Agreement and to maintain supervision and control over the duties delegated to Representative under this Agreement.

4.3 Access and Right to Use Facilities. Station Owner shall ensure that Representative's personnel are afforded access to, and have the right to use, without charge, the assets, facilities, and properties of the Station to the extent Representative personnel may reasonably desire, for the purposes of conducting the activities Representative deems necessary to fulfill its obligations and enjoy its rights under this Agreement, provided that, when on the property of the Station, Representative's personnel shall be subject to the direction and control of Station Owner and Station Owner's personnel.

4.4 Access to Information. Station Owner shall provide Representative with access to such data and information as Representative may reasonably require regarding Commercial Time and Advertising Inventory. Station Owner agrees to furnish Representative, upon request, such data and information Representative deems necessary for the sale of Advertising Inventory, including overnight ratings and other audience research information. Representative shall keep such information confidential if Station Owner identifies such information as confidential, in writing.

4.5 Interruption of Operations. If, for any reason, the service of the Station is interrupted, Station Owner shall immediately notify Representative of such interruption and shall immediately undertake, with Representative's assistance, such actions that are necessary to restore service and shall fully cooperate with Representative in providing make goods or other accommodations to advertisers affected by such interruption.

4.6 Control. Station Owner shall maintain full control over the operations of the Station, including, but not limited to, management, programming, program preemption, finances, editorial policies, personnel, facilities and compliance with the Act, the FCC Rules, and all other applicable laws and regulations in effect from time to time, including, without limitation, the right to accept or reject Advertisements. Nothing contained herein shall give Representative any right to control the management, programming, finances, editorial policies, program preemption, personnel, facilities operations or any other matter relating to the Station. The arrangements contemplated herein do not constitute a partnership or joint venture among the Parties. Representative shall act as agent, on an independent contractor basis, for Station Owner with respect to the sale of the Station's Advertising Inventory and the servicing of such advertising accounts.

4.7 Regulatory Compliance. All arrangements contemplated herein shall be subject to, and are intended to comply with, the Act, the FCC Rules and all other applicable federal, state and local laws and regulations in effect from time to time.

4.8 Compliance With Law. Station Owner agrees that, throughout the term of this Agreement, Station Owner shall comply with the Act, the FCC Rules and all other laws and

regulations applicable to this Agreement. Representative agrees that, throughout the term of this Agreement, and to the extent it is so subject, Representative shall comply with the Act, the FCC Rules and all other laws and regulations applicable to the obligations of Representative under this Agreement.

4.9 Challenge. If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, Representative and Station Owner shall jointly defend the Agreement and their respective performance hereunder, throughout all such proceedings, and all reasonable expenses related to such defense shall be borne by Representative, *provided that* expenses under this Section 4.9 and Section 3.7 of the Shared Services Agreement and Section 5.7 of the Asset Purchase Agreement both entered into by the parties hereto shall not exceed an aggregate amount in excess of \$50,000, after which Representative will pay 75% of such expenses and Station Owner 25% of such expenses. In the event that any provision of the Agreement or the application thereof to any Person, entity or circumstances shall be deemed invalid or unenforceable to any extent, by any court, administrative agency, or similar governmental authority, the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, provided that, if such invalidity or unenforceability should change the basic economic positions of the Parties, the Parties shall negotiate in good faith such changes and other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. In the event that the court, administrative agency or other similar governmental authority does not approve any such reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have, a material adverse effect on Station Owner or Representative (or any of their respective Affiliates), or in the event the Parties are unable to reach an agreement as to how to reform the Agreement, such failure to agree or obtain approval shall not be deemed an event of default by any Party hereunder.

ARTICLE 5

TERM AND TERMINATION; ASSIGNMENT; UNENFORCEABILITY

5.1 Term and Termination. The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate on the tenth-year anniversary of that date; provided, that, this Agreement shall automatically renew for one additional one-year term unless any Party notifies the other Parties, in writing, 30 days prior to the expiration of the existing term, of its desire not to renew this Agreement.

5.2 Events of Termination. Notwithstanding Section 5.1, this Agreement shall terminate (i) at the option of Representative upon the consummation of the Sale, assignment, transfer or other disposition, directly or indirectly, to any Person that is not an Affiliate of Station Owner of all or substantially all of the Station's assets, including the FCC licenses and authorizations for the Station; (ii) by mutual written consent of the Parties; (iii) at the option of any Party upon the termination of the Shared Services Agreement, if such termination is not the result of such Party's breach of that Agreement; (iv) at the option of any Party in the event that following a challenge of this Agreement as set forth in Section 4.9, a court, administrative agency or other governmental authority does not approve any such reformed or revised version

of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have, a material adverse effect on Station Owner or Representative (or any of their respective Affiliates), or the Parties are unable to reach an agreement as to how to reform the Agreement; (v) at the option of any Party in the event of a material breach of this Agreement by any other Party (provided that the terminating Party is not then in breach), which breach is not cured within 30 days of written notice thereof to the breaching Party; or (vi) at the option of Representative should the FCC revoke or fail to renew the Station license and all appeals of such action have been exhausted before the FCC and any court with jurisdiction over such action.

5.3 Assignment. No party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any other Person or entity any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Station Owner.

6.1.1 Organization and Standing. Station Owner is duly organized and is validly existing and in good standing as a corporation under the laws of its jurisdiction of organization. Station Owner has the requisite corporate power and authority to enter into and perform this Agreement.

6.1.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by Station Owner is within the corporate powers of Station Owner and has been duly and validly authorized by all necessary corporate action on the part of Station Owner. This Agreement has been duly executed and delivered by Station Owner and constitutes a valid and binding agreement of Station Owner enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

6.1.3 Licenses and Authorizations.

(a) Schedule 6.1.3 hereto contains a true and complete list of all Station Authorizations. Station Owner is the authorized and legal holder of all of the Station Authorizations.

(b) The Station Authorizations are valid and in full force and effect, and have been complied with in all material respects. To the knowledge of Station Owner, no investigation, notice of investigation, forfeiture, violation, order, complaint, action or other proceeding is pending or threatened before the FCC or any other governmental authority to

revoke, refuse to renew or modify such Station Authorizations which could in any manner threaten or adversely affect the Station Authorizations or the Station's operations as presently conducted. To the knowledge of Station Owner, no event has occurred which permits, or after notice or lapse of time would permit, the revocation or termination of the Station Authorizations or the imposition of any restriction thereon of such a nature as may materially limit the business or operations of the Station as now conducted. Station Owner will undertake in good faith to keep the Station Authorizations in full force and effect throughout the term of this Agreement. All returns, notices, reports, statements or other filings currently required to be filed by Station Owner with the FCC and all material returns, notices, reports, statements or other filings currently required to be filed by Station Owner with any other federal, state, or local governmental authority, in each case with respect to the Station, have been filed and complied with in all material respects.

6.2 Representations of Representative.

6.2.1 Organization and Standing. Representative is duly organized and is validly existing and in good standing as a limited liability company under the laws of the State of Delaware and is qualified to do business in the State of Texas. Representative has the requisite limited liability company power and authority to enter into and perform its obligations under this Agreement.

6.2.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by Representative is within the limited liability company powers of Representative and has been duly and validly authorized by all necessary limited liability company action on the part of Representative. This Agreement has been duly executed and delivered by Representative and constitutes a valid and binding agreement of Representative enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

ARTICLE 7 **MISCELLANEOUS**

7.1 Headings; Entire Agreement; Amendment. The article, section and subsection headings of this Agreement are for convenience of reference only and will not control or affect the meanings or construction of the provisions of this Agreement. This Agreement, together with the Shared Services Agreement and the Asset Purchase Agreement of even date herewith between the Parties, embodies the entire agreement among the Parties with respect to the subject matter hereof. This Agreement supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof, and there are no other agreements, representations, or understandings, oral or written, among the Parties with respect thereto. This Agreement may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

7.2 No Waiver. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a

continuing waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly so stated in writing.

7.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

7.4 Schedules. The Schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement with the same force and effect as if set forth in the text of this Agreement.

7.5 Rights Cumulative. Except as set forth herein, all rights, powers, privileges and remedies herein given to the parties hereto are cumulative and not alternative, and are not exclusive of any rights, powers, privileges or remedies which the Parties may have at law or otherwise. Estes Broadcasting, Inc. and Dimension Enterprises Ltd., Inc. shall, jointly and severally, be liable for all Liabilities and obligations of Licensee under this Agreement.

7.6 Governing Law. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed therein.

7.7 Third Party Rights. Nothing in this Agreement (including the Schedules attached hereto, or any ancillary agreement, instrument or document contemplated hereby or relating hereto) shall be deemed to create any right with respect to any person or entity not a party to, or any property not subject to, this Agreement.

7.8 Press Releases. Except as otherwise required by law, Station Owner and Representative shall, prior to the issuance of any press release relating to the transactions contemplated by this Agreement, (a) submit the text of the proposed press release to the other party, and obtain the approval of such party to the press release, which approval shall not be unreasonably withheld; and (b) use its commercially reasonable efforts to characterize the other party, in any other public statements made by the party making such statement about the other party, on substantially the same basis as in any press release made by the party making such statement.

7.9 Force Majeure. If an event such as a strike, labor dispute, fire, flood or other act of God, war, public disaster, or other reason completely beyond the cause or control of Station Owner or Representative prevents such Party or its personnel from performing tasks which they are required to perform under this Agreement during any period of time, then such failure will not be a breach of this Agreement and such Party will be excused from such performance during that time.

7.11 Notices. Any notice, request, demand or consent required or permitted to be given under this Agreement shall be in writing (including telexes, telecopies, facsimile transmissions and similar writings) and shall be effective when transmitted and confirmation of receipt is obtained for telexes, telecopies, facsimile transmissions and similar writings; when delivered personally; one (1) day after being sent by recognized overnight courier; and five (5)

days after being sent by registered mail, first class, postage prepaid, return receipt requested; in each case to the following address or telecopier number, as applicable:

If to Representative to:

KYTX Operating Company, LLC
5052 Addison Circle
Addison, TX 75001
Office Number: (214) 812 9600
Fax Number: (214) 812 9625
Attention: Terry London

with copies (which will not constitute notice to Representative) to:

Akin Gump Strauss Hauer & Feld, LLP
Attn: James A. Deeken
1700 Pacific Avenue, Suite 4100
Dallas, Texas 75201
Fax Number: (214) 969-4343

If to Station Owner to:

Dimension Enterprises Ltd.
Attn: Mr. Charles Chatelain
Delta Management Corp.
3501 Northwest Evangeline Thruway
Carencro, LA 70520
Fax Number: 337-896-1186

with copies (which will not constitute notice to Station Owner) to:

Fletcher, Heald & Hildreth, PLC
Attn: Howard M. Weiss
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
Fax Number: 703-812-0486

or at such other address as any Party shall specify by written notice to the other Parties.

ARTICLE 8

INDEMNIFICATION

8.1 Indemnification of Station Owner. Representative agrees to indemnify and hold harmless Station Owner for any liabilities resulting from or related to any breach by Representative of any provision hereof, and all other matters arising out of or related to the obligations or performance of Representative under this Agreement, provided that Station Owner provides Representative with prompt notice of and an opportunity to defend any related claims.

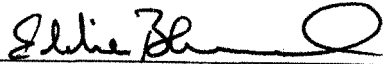
Representative will not settle any such claim without the consent of Station Owner, such consent not to be unreasonably withheld.

8.2 Indemnification of Representative. Station Owner agrees to indemnify and hold harmless Representative for any liabilities resulting from or related to any breach by Station Owner of any provision hereof, and all other matters arising out of or related to the obligations or performance of Station Owner under this Agreement, provided that Representative provides Station Owner with prompt notice of and an opportunity to defend any related claims. Station Owner will not settle any such claim without the consent of Representative, such consent not to be unreasonably withheld.

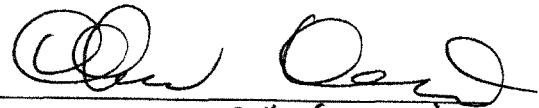
[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

DIMENSION ENTERPRISES LTD.

By: 
Name: EDDIE BLANCHARD
Title: VICE PRESIDENT

ESTES BROADCASTING, INC.

By: 
Name: CHARLES CHATELET
Title: PLBS.

KYTX OPERATING COMPANY, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

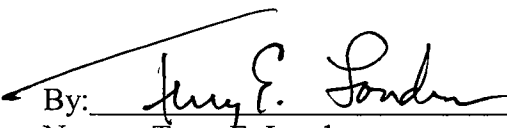
DIMENSION ENTERPRISES LTD.

By: _____
Name: _____
Title: _____

ESTES BROADCASTING, INC.

By: _____
Name: _____
Title: _____

KYTX OPERATING COMPANY, LLC

By:  _____
Name: Terry E. London
Title: President

Appendix A

The term “**Accrued Priority Obligations**” shall mean any Priority Obligations for which Station Owner does not have cash on hand to pay at the time such Priority Obligations become due and payable. The term “Accrued Priority Obligations” also include Accrued Fees (as such term is defined in the Shared Services Agreement) and Accrued Sales Commission.

The term “**Accrued Sales Commission**” has the meaning set forth in Schedule 2.8 hereto.

The term “**Act**” means the Communications Act of 1934, as amended, and the rules, regulations and policies promulgated thereunder, as in effect from time to time.

The term “**Advance**” has the meaning set forth in the Shared Services Agreement.

The term “**Advertisements**” means the commercial announcements sold by Representative to be broadcast on the Station.

The term “**Advertising Inventory**” means all of the Commercial Time, excluding:

- (i) national advertising reserved for and retained by the network in network programming,
- (ii) advertising reserved for and retained by programming providers in nationally syndicated barter programming aired pursuant to the contractual arrangements for such programming, and
- (iii) Provided Programming Commercial Time sold by Representative pursuant to the Shared Services Agreement among the Parties, executed concurrently herewith.

The term “**Advertising Report**” has the meaning set forth in Section 2.4.

The term “**Affiliate**” (and, with a correlative meaning, “**Affiliated**”) means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such first Person, and, if such a Person is an individual, any member of the immediate family (including parents, spouse and children) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust. As used in this definition, “**control**” (including, with correlative meanings, “**controlled by**” and “**under common control with**”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

The term “**Agreement**” means this Advertising Representation Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

The term “**Business Day**” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of Texas or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

The term “**Commercial Time**” means time available for commercial announcements on the Station.

The term “***Deposit Account***” means a demand, time, savings, passbook or similar account maintained by a Person engaged in the business of banking, including a savings bank, savings and loan association, credit union or trust company.

The term “***FCC***” means the Federal Communications Commission and its staff, acting pursuant to delegated authority.

The term “***FCC Rules***” means the rules, regulations, policies and practices of the FCC, as amended, from time to time.

The term “***Licensee***” has the meaning set forth in the preamble hereto.

The term “***Maximum Facilities***” has the meaning set forth in Section 4.5.

The term “***Parties***” has the meaning set forth in the preamble hereto.

The term “***Person***” means any natural person, corporation, partnership, limited liability company, firm, joint venture, joint-stock company, trust, association, unincorporated entity of any kind, trust, governmental or regulatory body or other entity.

The term “***Priority Capital Expenditures***” means, with respect to the Station, the budgeted capital expenditures of the Station which Representative has agreed, in writing, are “Priority Capital Expenditures.” Such written agreement may not be withdrawn by Representative with respect to any capital expenditure, without the written consent of Station Owner.

The term “***Priority Obligations***” means, for any period, in order of priority, (i) amounts necessary for Station Owner to pay its expenses, if any, incurred in exercising its duties with respect to the Station, including without limitation, costs of insurance, programming, bookkeeping, FCC compliance and property maintenance, cash payments due for Priority Capital Expenditures, or any other matters that the Parties may agree to in writing, (ii) any Advance that has not been repaid in full, and (iii) such reasonable reserves as Station Owner shall establish with respect to contingent liabilities and Priority Capital Expenditures requirements that the Parties may agree to in writing.

The term “***Provided Programming Commercial Time***” has the meaning set forth in Section 2.2.3 of the Shared Services Agreement.

The term “***Representative***” has the meaning set forth in the preamble hereto.

The term “***Sale***” means (i) a direct or indirect sale, merger, tender offer or other business combination involving Station Owner, by means of any transaction or series of related transactions, in which (A) the persons owning, directly or indirectly, a majority of the voting interests of Station Owner prior to such transaction do not own, directly or indirectly a majority of the voting interests of the purchaser or surviving person in such combination or (B) the persons with power to elect, directly or indirectly, a majority of the board of directors of Station Owner prior to such transaction do not own, directly or indirectly, voting interests of the purchaser or surviving person in such combination with power to elect a majority of the board of

directors members (or body performing similar functions) of such purchaser or surviving person in such combination; (ii) any other transaction or series of related transactions directly or indirectly involving Station Owner in which (A) the persons owning, directly or indirectly, a majority of the voting interests of Station Owner prior to such transaction do not own, directly or indirectly, a majority of the voting interests of Station Owner following such transaction or transactions or (B) the persons with power to elect, directly or indirectly, a majority of the board of directors of Station Owner prior to such transaction do not have, directly or indirectly, the power to elect a majority of the board of directors of Station Owner following such transaction or transactions; or (iii) a direct or indirect sale, by means of any transaction or series of related transactions, of all or substantially all of the assets of Station Owner.

The term “***Sales Commission***” has the meaning set forth in Section 2.8.

The term “***Services Fee***” has the meaning set forth in the Shared Services Agreement.

The term “***Shared Services Agreement***” means that certain Shared Services Agreement dated as of the date hereof between Station Owner and Representative, as the same may be amended, supplemented or otherwise modified from time to time.

The term “***Station***” has the meaning set forth in the preamble hereto.

The term “***Station Authorizations***” means (i) all licenses, permits and authorizations issued or granted by the FCC for the ownership and operation of the Station and all applications therefor, all of which are listed in Schedule 6.1.3 hereto, together with any renewals, extensions or modifications thereof and additions thereto, and (ii) all other licenses, permits, authorizations, rights, franchises, privileges, immunities, and approvals required under federal, state or local law to carry on the operation of the business conducted by the Station as now conducted or proposed to be conducted.

The term “***Station Owner***” has the meaning set forth in the preamble hereto.

The term “***Station Owner Account***” has the meaning set forth in Section 2.2.

Schedule 2.8

Sales Commission

Station Owner shall pay Representative, on the first Business Day of each month, an amount equal to thirty (30) percent of the revenue generated by the sale of the Advertising Inventory in the month preceding the immediately previous month ("***Sales Commission***").

To the extent that the Sales Commission for a month is not paid in full under Section 2.8, the unpaid amount of the Sales Commission shall accrue (the "***Accrued Sales Commission***"), and Station Owner shall pay any such Accrued Sales Commission to Representative as it has the cash available in the order of priority set forth in the definition of "Priority Obligations" (as defined in the Shared Services Agreement) (i.e. with the items in clause (i) being paid first, the items in clause (ii) being paid second and the items in clause (iii) being paid third).

Schedule 6.1.3

Licenses

SCHEDULE OF AUTHORIZATIONS

Station KCEB(DT), Longview, Texas

Facility ID 83913

Analog License File Number: BLCT-20030721ABN

Expires on August 1, 2014

As Last Renewed By: BRCT-20060331AIL

Construction Permits:

Digital Construction Permit

Expires December 12, 2009

BPCDT-20070510ABZ as modified by BMPCDT-20081118AAA
and extended by BDSTA-20090422ABI

Special Temporary Authority:

BDSTA-200910105AAT

Expires February 17, 2010

Authority to further reduce power with ERP at 27 kW.