

JOINT SALES AND SERVICES AGREEMENT

THIS JOINT SALES AND SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____, 2004, by and between MINDEN TELEVISION CORPORATION, a Louisiana corporation ("Minden"), and KTBS, Inc. a Louisiana corporation ("Provider").

RECITALS:

WHEREAS, Minden is the licensee of Television Station KPXJ, Minden, Louisiana (the "Station"), and is engaged in the business and operations of the Station (the "Business");

WHEREAS, Provider is experienced in the management and operation of commercial television broadcasting stations and the sale of time to television advertisers;

WHEREAS, Minden desires to avail itself of Provider's experience in the sale of time and to utilize certain facilities, equipment and personnel of Provider in certain aspects of the Business as provided herein; and

WHEREAS, Provider is willing to provide Minden with such services, facilities, equipment and personnel as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. FACILITIES AND SERVICES PROVIDED BY PROVIDER

Provider agrees to provide to Minden, at Provider's sole expense, the following services, facilities, equipment and personnel to support the operation of the Business, subject, however, to Minden's right to modify any such service, provided that no such modification shall expand in any material respect the obligations of Provider hereunder:

1.1 Office and Studio Space.

(a) Provider shall provide to Minden's employees and agents the free and unfettered right to access and use (i) sufficient office space, including furnishings, office equipment and computers, (ii) sufficient studio, editing and master control space, including furnishings and related equipment, and (iii) sufficient space for a studio transmitter link microwave dish and other associated equipment, including a generator, and a TYRO satellite dish and associated equipment, in each case at such locations in or near Provider's facility located at 312 E. Kings Highway (the "Studio Building") as may be mutually acceptable to Minden and Provider and as Minden reasonably requires for the conduct of the Business in accordance with applicable requirements of the Communications Act of 1934, as amended, and the rules, regulations and policies of the Federal Communications Commission (the "FCC"), as may be amended from time

to time (collectively, the "Act"), so long as the provision of such space and the use of such equipment does not unreasonably interfere with the conduct of Provider's business or operations.

(b) Provider shall provide to Minden and its employees (i) reception services and the use of telephone equipment, and (ii) sufficient space to permit Minden to maintain and make available to the public the Station's public inspection file in accordance with applicable requirements of the Act.

(c) Without limiting the generality of the foregoing, the Studio Building space and facilities provided to Minden hereunder shall be sufficient to allow Minden to install and maintain the Station's master control facility, including all servers, receivers, monitors, cables and other equipment associated with such facility.

1.2 Master Control Operations. Minden shall be solely responsible for such personnel at the Studio Building as are required to operate the Station's master control facility in compliance with applicable rules and regulations of the FCC; provided, however, in those instances where Minden's employees shall need assistance in operation of the master control facility, Provider shall provide reasonable assistance as necessary, so long as each party maintains requisite control over their own stations.

1.3 Technical Services.

(a) Provider shall, periodically and upon the specific request of Minden, inspect the Station's facilities and equipment to insure compliance with the rules and regulations of the FCC and the Federal Aviation Administration, and the local health, environmental and safety codes.

(b) Provider shall perform routine monitoring and maintenance of the Station's technical equipment and facilities and, upon Minden's request, shall assist Minden with the installation, repair, maintenance and replacement of the Station's equipment and facilities. All costs of installing, repairing, maintaining or replacing the Station's equipment, other than the non-overtime salary or fees of the Provider's engineering personnel who perform the services referenced in this section as needed or requested, shall be borne by Minden.

1.4 Sales Services.

(a) Sales and Production. Provider shall have the exclusive right to provide to Minden all personnel, including account executives, sales managers, and national sales representative, required to sell national, regional and local spot announcements, which announcements shall be broadcast on the Station during the days and at the times set forth on Exhibit A hereto, and Minden shall not contract for the sale of the Station's time other than under the terms of this Agreement. Provider shall provide commercial production services to local spot advertisers requiring such services. The rates for the Station's national, regional and local spot advertising shall be established in cooperation with Provider and with Minden's approval based on the relative ratings relationship between the Station and Provider's station in the same market.

(b) Collections. Provider shall use all commercially reasonable efforts to collect all payments from the sale of national, regional and local spot announcements ("Provider Spot Receivables"). No later than twenty (20) business days following the end of each calendar month during the Term of this Agreement, Provider shall deliver to Minden accurate and complete information concerning the Provider Spot Receivables for the preceding month, which information shall include the name of each account debtor, the amount of each receivable attributable to such account debtor, the invoice to which such receivable relates, and an updated aging of the Provider Spot Receivables. Such documents and records, including computer files, will be maintained on Provider's traffic system.

(c) Standards. All advertising announcements furnished by Provider for broadcast on the Station shall comply with applicable federal, state and local regulations and pertinent governmental policies, including, but not limited to, lottery restrictions, obscenity and indecency prohibitions, deceptive advertising, false representations or deception of any kind, and political broadcasting rules. Provider shall notify Minden in advance of the broadcast of any material which promotes or opposes any candidate for public office or any issue to appear on a ballot or takes a position on a controversial issue of public importance. All announcements submitted by Provider for broadcast on the Station shall comply with Minden's reasonable standards regarding broadcast practices and commercial acceptability, as may be modified by Minden from time to time.. No material which is defamatory, violates any right of privacy, or infringes on any intellectual property right of another party, will be accepted for broadcast. Provider shall furnish Minden with all material required to be made available for public inspection regarding the requests for time by political candidates or the broadcast of controversial issue advertising, including information regarding receipt of any request by or on behalf of a candidate for time and the disposition thereof (whether or not time was furnished and, if so, the terms and conditions thereof), and the names of officers and directors of any sponsor of controversial issue advertising. All material furnished by Provider for broadcast on the Station shall include any and all sponsorship identification announcements as required by the Act, and Provider shall undertake in good faith to determine each instance where such announcements are required. Minden shall have the right to reject any material submitted by Provider for broadcast on the Station that violates the requirements of this Section 1.4.

1.5 Service Standards. Provider shall perform the services required hereunder in a manner that complies in all material respects with the Act, all other applicable laws and regulations and generally accepted broadcast industry standards.

SECTION 2. FACILITIES AND SERVICES PROVIDED BY MINDEN

Minden agrees to provide the following facilities, equipment and personnel to support the operation of Business:

2.1 Employees. Minden shall employ one management level and one non-management level employee who shall direct the day-to-day operation of the Station and who shall report, and be accountable, to Minden.

2.2 Programming. Minden shall provide for broadcast on the Station such syndicated programming as shall be acquired by Minden at its sole expense. Minden shall, in its discretion, exercise reasonable efforts to acquire and schedule programming which will be competitive in audience attractiveness. To allow the Station to further serve the public interest and comply with pertinent requirements, Minden will also cause children's and local public affairs programming to be aired on the Station at such times that Minden, in its discretion, shall determine.

2.3 Service Standards. Minden shall perform the services required hereunder in a manner that complies in all material respects with the Act, all other applicable laws and regulations and generally accepted broadcast industry standards.

SECTION 3. DISTRIBUTIONS

3.1 Distributions. During the Term of this Agreement, Provider and Minden will receive on a monthly basis the payments set forth in Exhibit B hereto for the respective services rendered by them hereunder.

3.2 Time Brokerage Agreement. Contemporaneously herewith, Provider and Minden have entered into that certain Time Brokerage Agreement (the "TBA"), whereby Provider shall provide programming for the Station, as the "Broker," and Minden, as the "Licensee," shall allow such programming to be broadcast on the Station during certain times specified therein (the "Brokered Time"). Notwithstanding the terms of this Agreement, the terms and conditions of the TBA shall govern the programming on the Station and the sale of advertising time therewith during Brokered Time period. All revenues earned by Provider as Broker under the TBA shall accrue to the account of Provider and shall not be considered as revenue to be shared by the parties under the terms of Exhibit B of this Agreement. Similarly, the payment to Minden, as Licensee, by Provider, as Broker, under the TBA of fees, shall be exclusively for the use and benefit of Minden and shall not be considered as revenue to be shared by the parties under the terms of Exhibit B of this Agreement.

SECTION 4. STATION OPERATIONS

Nothing in this Agreement shall confer upon Provider or its employees or agents any right, directly or indirectly, to control, supervise or direct any aspect of the management or operation of the Business and such management and operation shall be and remain the sole responsibility of, and under the control and direction of, Minden. In providing the services set forth in this Section, Provider shall be an independent contractor. Provider shall not take any action that obligates Minden to incur any expense or look to Minden or the Station for reimbursement of any expense incurred by it, including, without limitation, any business expense incurred in connection with the performance of services hereunder, unless Provider obtains from an officer of Minden the prior written authorization to incur such expense. Notwithstanding any provision in this Agreement to the contrary, Minden will have sole authority and control over the programming and operations of the Station during the Term of this Agreement and, subject to Provider's obligations hereunder, will bear full responsibility for the Station's compliance with all applicable provisions of the Act and all other applicable laws.

SECTION 5. TERM OF AGREEMENT

This Agreement shall become effective on the date hereof and shall continue for a term of five (5) years thereafter (the “Initial Term”), unless earlier terminated as otherwise permitted under the provisions of this Agreement; provided, however, that upon notice by either party to the other at anytime during the Initial Term of this Agreement, the parties shall negotiate, using good faith, for renewal of this Agreement such that the material terms of such renewal must be agreed upon no later than the first day of the sixth month immediately prior to the expiration of the Initial Term. The Initial Term together with a subsequent renewal term, if any, shall be referred herein as the “Term.” Nonetheless, Minden, or Provider, or both, as the case may be, may terminate this Agreement under the following circumstances:

(a) by either Provider or Minden giving written notice of termination to the other party, if (i) the party seeking to terminate this Agreement is not then in material breach hereof, and (ii) the other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days after receiving notice of such breach from the non-breaching party;

(b) by mutual written consent of the parties hereto;

(c) by either Provider or Minden giving written notice of termination to the other party if: (i) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review; or (ii) there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and has not been stayed pending an appeal or further administrative review; provided, however, in either case, the parties hereto shall endeavor to negotiate modified terms to the Agreement as set forth in Section 8.7 hereof;

(d) by Minden giving six (6) months’ written notice of termination to Provider, in the event the payments to Minden contemplated by Exhibit B for any year are ten percent (10%) or more below the targets for Minden set forth in Exhibit B (the “Combined Payment Targets”). For purposes of this Section, the relevant period of each year shall be twelve (12) months starting on the first day of the Initial Term and each successive twelve-month period thereafter (not a calendar year). To be effective, such notice must be made no later than ninety (90) days after the end of the year immediately succeeding that year during which the particular Combined Payment Target had not been met;

(e) by Provider giving six (6) months’ written notice of termination to Minden, in the event the payments to Provider contemplated by Exhibit B for any year are not greater than the amounts Provider has been responsible for paying as Provider’s Expenses, pursuant to the terms of Exhibit B. To be effective, such notice must be made no later than ninety (90) days after the end of the year immediately succeeding that year during which such payments were insufficient;

(f) by either Provider or Minden giving written notice of termination to the other party, if the other party sells, or announces its intention to sell, its station in the market to any third party and the party giving notice does not desire to continue this Agreement with said third party; or

(g) by either Provider or Minden giving six (6) months' written notice to the other party, if the party giving notice sells all or substantially all of its assets to any third party..

If this Agreement is terminated for any reason, Minden may continue to operate the Station from and using Provider's, or its successors', premises and facilities for a period of six (6) months following written notice of termination. If Provider elects to continue to provide the services contemplated hereunder during such six-month period, the parties shall continue to receive the compensation set forth in Exhibit B. If Provider elects to discontinue the provision of such services, Minden shall reimburse Provider on a monthly basis for Provider's reasonable and necessary out-of-pocket expenses incurred by Provider as a result of Minden's continued use of the Station's facilities. Minden shall make such payments to Provider within ten (10) days following Minden's receipt of invoices, receipts and other reasonable evidence of Provider's payment of such expenses.

SECTION 6. INDEMNIFICATION; INSURANCE

6.1 By Provider. Provider shall indemnify and hold Minden and its officers, directors, stockholders, agents and employees harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to the advertising or other material furnished by Provider for broadcast on the Station, along with any fine or forfeiture imposed by the FCC because of the content of material furnished by Provider or any conduct of Provider.

6.2 By Minden. Minden shall indemnify and hold Provider and its officers, directors, stockholders, agents and employees harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to the programming or other material furnished by Minden for broadcast on the Station, along with any fine or forfeiture imposed by the FCC because of the content of material furnished by Minden or any conduct of Minden.

6.3 General. Indemnification shall include all liability, costs and expenses, including counsel fees (at trial and on appeal). The indemnification obligations under this Section shall survive any termination of this Agreement. The obligation of each party to indemnify is conditioned on the receipt of notice from the party making the claim for indemnification in time to allow the defending party to timely defend against the claim and upon the reasonable cooperation of the claiming party in defending against the claim. The party responsible for indemnification shall select counsel and control the defense, subject to the indemnified party's reasonable approval; provided, however, that no claim may be settled by an indemnifying party without the consent of the indemnified party, and provided further that, if an indemnifying party

and a claimant agree on a settlement and the indemnified party rejects the settlement unreasonably, the indemnifying party's liability will be limited to the amount the claimant agreed to accept in settlement.

6.4 Insurance. Provider and Minden shall each carry general public liability and errors and omissions insurance with reputable companies covering their activities under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000) and shall name the other party as an additional insured on such insurance policy to cover programming broadcast while this Agreement is in effect.

SECTION 7. SERVICES AND FACILITIES UNIQUE

The parties hereto agree that the services and facilities to be provided by each party to the other under this Agreement are unique and that substitutes therefore cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements and obligations hereunder, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

SECTION 8. MISCELLANEOUS

8.1 No Partnership or Joint Venture. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship or a joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party.

8.2 Confidentiality. Each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the Business or the rendering of services hereunder, any secret or confidential information of the other party.

8.3 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Louisiana without reference to the conflict of laws principles thereof.

8.4 Entire Agreement: Modification. This Agreement, the exhibits hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Provider and Minden with respect to the subject matter hereof. No term or provisions hereof may be changed, modified, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by all parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall

be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

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

8.6 Captions. The captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.

8.7 Unenforceability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules and policies while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties hereto agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

8.8 Arbitration. Except as provided in Section 3, any dispute arising out of or related to this Agreement that Minden and Provider are unable to resolve by themselves shall be settled by arbitration in Louisiana by a panel of three arbitrators. Minden and Provider shall each designate one disinterested arbitrator and the two arbitrators designated shall select the third arbitrator. The persons selected as arbitrators need not be professional arbitrators. Before undertaking to resolve a dispute, each arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The written decision of a majority of the arbitrators shall be final and binding on the parties hereto. The costs and expenses of the arbitration proceeding shall be assessed between Minden and Provider in a manner to be decided by a majority of the arbitrators, and the assessment shall be set forth in the decision and award of the arbitrators. Judgment on the award, if it is not paid within thirty days, may be entered in any court having jurisdiction over the matter. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any party hereto against any other party except: (i) an action for specific performance pursuant to Section 7 hereof, (ii) an action to compel arbitration pursuant to this Section, or (iii) an action to enforce the award of the arbitration panel rendered in accordance with this Section.

8.9 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery,

or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

Minden: Minden Television Corporation
180 Promenade Ave.
Shreveport, LA 71115
Attention: Lauren Wray, President

With copy to: Melody A. Virtue, Esq.
Garvey Schubert Barer
1000 Potomac Street
5th Floor, Flour Mill Building
Washington, DC 20007

Provider: KTBS, Inc.
312 East Kings Highway
Shreveport, LA 71104
Attention: Edwin Wray, President

With copy to: James Riley, Esq.
Fletcher, Heald & Hildreth PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209

8.10 Benefit and Binding Effect. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto.. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.11 Force Majeure. Any delay or interruption in the broadcast operation of the Station, in whole or in part, due to Acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of either party shall not constitute a breach of this Agreement, and neither party shall be liable to the other for any liability or obligation with respect thereto.

8.12 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

8.13 Press Release. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party; provided, however, that nothing contained herein shall prevent either party from promptly

making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

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IN WITNESS WHEREOF, the parties hereto have caused this Joint Sales and Services Agreement to be signed by their respective duly authorized representatives:

Provider KTBS, Inc.

By: _____
Name: _____
Title: _____

MINDEN TELEVISION CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT A
BROADCAST SCHEDULE

<u>Day</u>	<u>Time</u>
Monday through Friday	5:00 a.m. to 5:00 p.m. and 10:00 p.m. to Midnight
Saturday and Sunday	5:00 a.m. to Midnight

EXHIBIT B
DISTRIBUTIONS

Minden shall establish and maintain a "lock-box" account (the "Revenue Account") at a financial institution reasonably acceptable to Provider. Payments for all national, regional and local spot announcements broadcast on the Station under the terms of this Agreement shall be deposited into the Revenue Account. As compensation for the obligations of the parties hereunder, Minden shall receive Fifty Percent (50%) and Provider shall receive Fifty Percent (50%) of the funds deposited into the Revenue Account. Such payments shall be made within twenty (20) days following the end of each calendar month.

All payments required by this Exhibit B shall be made by delivery of checks to Provider and Minden at the addresses specified in Section 8.9 of this Agreement or by such other method as may be agreed upon by Minden and Provider.

Any payment that is payable on a Saturday, Sunday or a public holiday shall be made on the next succeeding business day.

Provider shall provide the following services and facilities at its sole expense under Sections 1.1 through 1.4 of the Agreement (the "Provider's Expenses"):

- Sales and collection
- Accounting function
- Advertising productions services
- Traffic personnel
- Engineering personnel
- Creative services personnel
- General administrative personnel
- Master control personnel
- Office and studio space and facilities
- Neilsen rating services

Combined Payment Targets to Minden under this Agreement and the TBA

<u>Year</u>	<u>Amount</u>
1	\$1,419,000
2	\$1,513,000
3	\$1,745,000
4	\$1,915,000
5	\$1,953,000