

EXECUTION COPY

ADVERTISING REPRESENTATION AGREEMENT

This Advertising Representation Agreement ("*Agreement*") dated as of May 22nd, 2007 is by and between Davis Television Clarksburg, LLC, a Delaware limited liability company ("*Station Owner*"), and Withers Broadcasting Company of West Virginia, an Illinois corporation ("*Representative*," and, together with Station Owner, the "*Parties*").

WITNESSETH

WHEREAS, Station Owner is the owner, operator and licensee of Station WVFX, NTSC Channel 46, FCC Facility ID No.10976, Clarksburg, West Virginia (the "*Station*");

WHEREAS, Representative and Station Owner are parties to an Asset Purchase Agreement of even date herewith, pursuant to which Station Owner will sell to Representative and Representative will purchase from Station Owner substantially all of the assets, business, properties and rights of Station Owner related to the Station (the "*Purchase Agreement*").

WHEREAS, Station Owner desires 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. 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. All sales shall be subject to Station Owner's approval. 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, and all revenues (less commissions) generated by the sale of commercial announcements on the Station by Station Owner's national representation firm. Representative is responsible for collecting all of the Station's accounts receivable.

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 use commercially reasonable efforts to collect all amounts owed for the Advertising Inventory in accordance with industry practice; including institution of litigation, employment of collection agencies, legal counsel or other third parties to collect the amounts owed for the Advertising Inventory in accordance with industry practice. Representative shall not incur any liability to Station Owner for uncollected amounts or any unsold portions of the Advertising Inventory; provided, however, that Representative shall not receive Sales Commission as specified in Schedule 2.8 on uncollected amounts.

2.5 Exclusivity. Station Owner shall not enter into any other advertising representative agreement or similar agreement for the Station with any third party.

2.6 Listing. Representative may, in its discretion, list Representative as the 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 all Station advertising sold by Representative and accepted by Station Owner. Station Owner 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*").

ARTICLE 3

OPERATIONS

3.1 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, including complete oversight over production of the Advertisements.

3.2 Expenses. Station Owner shall be solely responsible for and shall pay, in a timely manner, all expenses related to its operation and maintenance of the Station.

3.3 Personnel. Representative shall employ and be solely responsible for personnel responsible for carrying out Representative's duties and obligations under this Agreement and the Shared Services 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 the Shared Services Agreement and to maintain supervision and control over the duties delegated to Representative under this Agreement.

3.4 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.

3.5 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 to perform its advertising representation services hereunder, including overnight ratings and other audience research information, if available. Representative shall keep such information confidential if Station Owner identifies such information as confidential, in writing.

3.6 Control. Notwithstanding any provisions of this Agreement to the contrary, 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, and facilities. Station Owner is responsible for the Station's 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 between the Parties. Representative shall act as agent, on an independent contractor basis, for Station Owner with respect to its advertising representation services hereunder.

3.7 Regulatory Compliance. All arrangements contemplated herein will 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.

3.8 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.

3.9 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. In the event that any provision of this 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 4

TERM AND TERMINATION; ASSIGNMENT; UNENFORCEABILITY

4.1 Term and Termination. The term of this Agreement (the “*Term*”) shall commence on the date of execution of this Agreement and shall terminate on the earlier of (i) the sale of substantially all of the assets, business, properties and rights of Station Owner related to the conduct of the Station WVFX to Withers Broadcasting Company of Clarksburg, LLC or an

approved assignee pursuant to the Purchase Agreement, or (ii) termination of the Purchase Agreement pursuant to its terms.

4.2 Events of Termination. Notwithstanding Section 4.1, this Agreement shall terminate (i) 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) upon the termination of the Shared Services Agreement; (iv) at the option of any Party in the event that following a challenge of this Agreement as set forth in Section 3.9, a 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 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.

4.3 Assignment. None of the Parties may assign its rights and/or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Parties, 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 5
REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties of Station Owner.**

5.1.1 **Organization and Standing.** Station Owner is duly incorporated and is validly existing and in good standing as a limited liability company under the laws of the State of Delaware. Station Owner has the requisite limited liability company power and authority to enter into and perform this Agreement.

5.1.2 **Authorization and Binding Obligations.** The execution, delivery and performance of this Agreement by Station Owner is within the limited liability company powers of Station Owner and has been duly and validly authorized by all necessary limited liability company 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.

5.1.3 **Licenses.**

(a) **Schedule 1.5** to the Purchase Agreement hereto contains a true and complete list of all Licenses. Station Owner is the authorized and legal holder of all of the Licenses.

(b) The Licenses are valid and in full force and effect, and have been complied with in all material respects. To the knowledge of Station Owner, except as disclosed in **Schedule 1.5** to the Purchase Agreement, 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 Licenses which could in any manner threaten or adversely affect the Licenses 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 Licenses or the imposition of any restriction thereon of such a nature as may materially limit the business or operations of the Stations as now conducted. Station Owner will undertake in good faith to keep the Licenses 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.

5.2 **Representations of Representative.**

5.2.1 **Organization and Standing.** Representative is duly incorporated and is validly existing and in good standing as a corporation under the laws of the State of Illinois, and is validly registered and authorized to do business as a foreign corporation under the laws of the

State of West Virginia. Representative has the requisite corporate power and authority to enter into and perform its obligations under this Agreement.

5.2.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by Representative is within the corporate powers of Representative and has been duly and validly authorized by all necessary corporate 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 6

INDEMNIFICATION

6.1 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.

6.2 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.

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 Purchase Agreement and Shared Services Agreement, 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 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 instrument.

7.4 Appendices and Schedules. The Appendices with 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 by statute under this Agreement or otherwise.

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 West Virginia 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 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, then such failure will not be a breach of this Agreement and such Party shall be excused from such performance during that time.

7.10 Remedies. In the event of a breach of a party's obligations under this Agreement, the non-breaching party, in addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, will be entitled to specific performance of the other party's obligations under this Agreement. The parties hereto agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach of any such obligations.

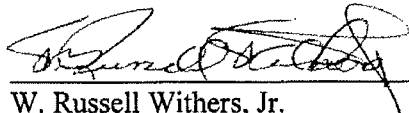
7.11. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer of the other party, or when sent by telecopy or facsimile machine to the

number shown below, or when properly deposited for delivery by commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address or change of telecopier number:

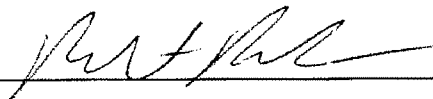
If to Representative:	Mr. W. Russell Withers, Jr. Withers Broadcasting Company Of West Virginia 3501 Broadway Mount Vernon, IL 62864 Telecopier: 618-242-2490
with a copy to:	Dennis J. Kelly, Esq. Law Office of Dennis J. Kelly Post Office Box 41177 Washington, DC 20018-0577 Telecopier: 410-626-1794
If to Station Owner:	Mr. Robert Raff Davis Television Clarksburg, LLC 1000 N. 3 rd Street Wausau, WI 54403 Telecopier: 715-847-1156
with a copy to:	Dennis P. Corbett, Esquire Leventhal Senter & Lerman PLLC 2000 K Street, N. W., Suite 600 Washington, DC 20006- Telecopier: 202-293-7783

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.

**WITHERS BROADCASTING COMPANY OF
WEST VIRGINIA**

By: 
W. Russell Withers, Jr.
President

DAVIS TELEVISION CLARKSBURG, LLC

By: 
Name: Robert Ruff
Title: VP

Appendix A

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 “*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) national advertising sold by Station Owner’s national representation firm.

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 West Virginia 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 “*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 “*Licenses*” means all licenses, permits and authorizations issued by the FCC for the operation of the Station, as listed in Schedule 1.5 to the Purchase Agreement.

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

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.”

The term “*Priority Obligations*” means, for any period, in order of priority, (i) amounts necessary for Davis to pay its expenses, if any, incurred in operating WVFX, including without limitation, costs of insurance, programming, bookkeeping, FCC compliance, property maintenance, lease payments, easement payments (if any), taxes, rents payable, wages and benefits, legal fees and expenses, promotional costs, utility expenses, cash payments due for Priority Capital Expenditures, and any other standard operating expenses or other matters that the parties may agree to in writing, and (ii) such reasonable reserves as Davis shall establish with respect to contingent liabilities and Priority Capital Expenditures requirements.

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

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 limited liability company interests of Station Owner prior to such transaction do not own, directly or indirectly a majority of the voting limited liability company 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 managers or managing members of Station Owner prior to such transaction do not own, directly or indirectly, limited liability company interests of the purchaser or surviving person in such combination with power to elect a majority of the managers or managing 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 limited liability company interests of Station Owner prior to such transaction do not own, directly or indirectly, a majority of the voting limited liability company interests of Station Owner following such transaction or transactions or (B) the persons with power to elect, directly or indirectly, a majority of the managers or managing members of Station Owner prior to such transaction do not have, directly or indirectly, the power to elect a majority of the managers or managing members 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 “*Shared Services Agreement*” means that certain Shared Services Agreement dated as of the date hereof between the Parties, 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 Owner*” has the meaning set forth in the preamble hereto.