

FIRST AMENDMENT TO AGREEMENT FOR THE SALE OF COMMERCIAL TIME

THIS FIRST AMENDMENT TO AGREEMENT FOR THE SALE OF COMMERCIAL TIME (this "JSA Amendment") is made as of _____, 2006 between Jackson Television, L.L.C. ("Licensee") and Mississippi Television, LLC ("Broker").

Recitals

The purpose of this JSA Amendment is to document the parties' agreement to modify the terms and conditions of that certain Agreement for the Sale of Commercial Time between Licensee and Broker, dated as of September 11, 2006 (the "JSA"), which is incorporated herein by this reference as set forth below.

Agreements

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

1. Amendment to Section 3 of the JSA.

Section 3 of the JSA shall be amended in its entirety to read as follows:

"3. Revenue. During the Term, Broker will have the exclusive right, subject to Section 5(a), to sell advertising on the Stations and will be exclusively responsible for the collection of accounts receivable arising therefrom."

2. Amendment to Section 4 of the JSA.

Section 4 of the JSA shall be amended in its entirety to read as follows:

"4. Payments. In consideration of the benefits made available to Licensee pursuant to this Agreement, during the Term, Licensee shall pay Broker as set forth on *Schedule A* attached hereto."

3. Amendment to Section 5(a) of the JSA.

The second sentence of Section 5(a) of the JSA shall be amended in its entirety to read as follows:

"Broker may also utilize Licensee's employees at the Stations in performance of the foregoing functions."

4. Revised Schedule A to JSA.

Schedule A to the JSA is hereby deleted and replaced in its entirety with *Schedule A* attached hereto.

5. Continued Effect of the JSA. Except as expressly modified by this JSA Amendment, the other terms and conditions of the JSA, which is incorporated herein by this reference, shall remain in full force and effect and be binding on the parties.

6. Effective Date of This Amendment. This JSA Amendment shall be effective on the date first written above.

7. Counterparts. This JSA Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE TO FIRST AMENDMENT TO
AGREEMENT FOR THE SALE OF COMMERCIAL TIME

IN WITNESS WHEREOF, the parties have duly executed this JSA Amendment as of the date first set forth above.

LICENSEE: JACKSON TELEVISION, L.L.C.

By: _____
Name:
Title:

BROKER: MISSISSIPPI TELEVISION, LLC

By: _____
Name:
Title:

SCHEDULE A

Payments

During the Term, pursuant to this JSA and the SSA, Broker shall serve as the exclusive collection agent for advertising revenues in respect of the Stations (“Station Revenues”). All Station Revenues shall be for the account of Licensee, and Broker shall promptly deposit all Station Revenues into Licensee’s bank account as provided in *Schedule A* to the SSA.

In consideration of Broker’s provision of services pursuant to this JSA and the SSA, Licensee shall pay Broker as set forth on *Schedule A* to the SSA.