

## LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of September 11, 2006 between Mississippi Television, LLC ("Licensee") and JW Mississippi, LLC ("Programmer").

### Recitals

A. Licensee owns and operates the following television broadcast stations (the "Stations") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

WUFX(TV), Vicksburg, Mississippi  
WBMS-CA, Jackson, Mississippi  
W46CW, Jackson/Brandon, Mississippi

B. Licensee desires to obtain programming for the Stations, and Programmer desires to provide programming for broadcast on the Stations on the terms set forth in this Agreement.

C. Licensee is a party to a Redemption Agreement dated September \_\_, 2006 (the "Redemption Agreement") with respect to membership interests in Licensee, and Programmer intends to acquire membership interests in Licensee pursuant to a Subscription Agreement (the "Subscription Agreement").

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and 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. Term. The term of this Agreement (the "Term") will begin on the date hereof and will continue until the date five (5) years thereafter, unless earlier terminated in accordance with the terms of this Agreement. The Term shall automatically renew for an additional period of (5) years unless Programmer gives Licensee notice of non-renewal at least thirty (30) days prior to the end of the initial Term.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Stations twenty-four (24) hours per day, seven (7) days per week, excluding the period from 6:00 a.m. to 8:00 a.m. each Sunday morning, for programming currently produced, owned or licensed by Licensee, or that Programmer produces, owns or licenses (the "Programs"), utilizing Licensee's existing programming personnel. During the Term, Programmer will transmit the Programs to the Stations' transmitting facilities, and Licensee shall broadcast the Programs on the Stations, subject to the provisions of Section 5 below. Without limiting the foregoing, Programmer is entitled to use all of the Stations' digital transmission capacity.

3. Advertising. During the Term, Programmer will have the exclusive right to sell advertising on the Stations and will be exclusively responsible for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues of the Stations (including without limitation all revenues from tower income and the Stations' websites, if any).

Programmer may employ and be responsible for the salaries, benefits, employer taxes and related costs of employment of personnel for the sale of advertising time and for the collection of accounts receivable with respect to commercial advertisements broadcast on the Stations. Programmer may also utilize Licensee's employees at the Stations in performance of the foregoing functions, subject to Broker's payment obligations set forth in *Exhibit A* attached hereto.

4. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Stations' contracts and agreements and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. Licensee shall bear responsibility for the Stations' compliance with the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will employ at least the following employees: (1) a manager for the Stations, who will report to Licensee and will direct the day-to-day operations of the Stations, and who shall have no employment, consulting, or other relationship with Programmer, and (2) a second employee for the Stations, who will report and be solely accountable to the manager. Licensee shall control all hiring and firing decisions with respect to Licensee's employees at the Stations during the Term. Licensee shall retain control over the policies, programming and operations of the Stations.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then any amount paid under this Agreement shall be reduced pro rata.

(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party

shall deliver to the other a copy of any written correspondence from the public it receives with respect to the Stations' programming and operation and Licensee shall include such letters in the Stations' public inspection files as appropriate.

6. Programs.

(a) Licensee acknowledges that it is familiar with the type of programming Programmer currently produces or licenses and has determined that the broadcast of such programming on the Stations would serve the public interest. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

(c) During the Term, Licensee and Programmer will maintain music licenses with respect to the Stations and the Programs, as appropriate.

(d) The parties hereby confirm that Programmer's responsibilities under this Agreement shall include, without limitation, administration of the Agreement for the Sale of Commercial Time and the Shared Services Agreement between Jackson Television, L.L.C. and Mississippi Television, LLC with respect to WDBD(TV), Jackson, Mississippi and WXMS-LP, Natchez, Mississippi.

7. Expenses. Licensee will pay for its employees contemplated by Section 5, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Stations' broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

8. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations,

and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

9. Facilities.

(a) During the Term, Licensee shall maintain the operating power of the Stations' analog and digital facilities at the maximum levels authorized by the FCC for the Stations and shall repair and maintain Licensee's studio and transmission facilities and equipment in good operating condition.

(b) During the Term, Licensee shall provide Programmer access to and the use of Licensee's studio and office facilities in the Stations' market as reasonably necessary for Programmer to exercise its rights and perform its obligations under this Agreement. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for such premises.

10. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

11. Termination.

(a) This Agreement shall terminate upon closing under the Redemption Agreement and the Subscription Agreement. This Agreement may be terminated by either party in the event of any expiration or termination of the Redemption Agreement or the Subscription Agreement.

(b) Licensee may terminate this Agreement upon written notice to Programmer if: (i) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period (defined below); or (ii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect, which is not cured within the Cure Period.

(c) Programmer may terminate this Agreement upon written notice to Licensee if: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period; or (ii) Licensee breaches any

representation or warranty made by it under this Agreement in any material respect, which is not cured within the Cure Period.

(d) The term "Cure Period" means a period commencing on the date Licensee or Programmer receives written notice from the other of a breach or default hereunder and continuing until the date fifteen (15) calendar days thereafter. If this Agreement is terminated for any reason other than at closing under the Redemption Agreement and the Subscription Agreement, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the *status quo ante*. Termination of this Agreement shall not relieve any party from liability for breach of this Agreement.

12. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability for indecency, 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 the broadcast of the Programs on the Stations. Licensee shall indemnify and hold Programmer harmless against any and all liability for indecency, 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 the broadcast of its programming on the Stations. The obligations under this Section shall survive any termination of this Agreement.

13. Assignment. Licensee may not assign this Agreement. Programmer may assign this Agreement to an affiliate. Programmer may not otherwise assign this Agreement without the prior written consent of Licensee, which consent shall not be unreasonably withheld, delayed, or conditioned. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

14. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Stations' public inspection files.

15. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Programmer: JW Mississippi, LLC  
11109 N. Pusch Ridge Vistas Drive  
Tucson, AZ 85737-7311  
Attention: David Joseph  
Facsimile: (520) 844-8309

with a copy (which shall  
not constitute notice) to: Wiley Rein & Fielding LLP  
1776 K Street, NW  
Washington, DC 20006  
Attention: Gregory Masters  
Facsimile: (202) 719-7049

if to Licensee: Mississippi Television, LLC  
700 St. John, Suite 300  
Lafayette, LA 70501  
Attention: Sheldon Galloway  
Facsimile: \_\_\_\_\_

with a copy (which shall  
not constitute notice) to: Pillsbury Winthrop Shaw Pittman LLP  
2300 N Street, NW  
Washington, DC 20037  
Attention: Kathryn R. Schmeltzer  
Facsimile: (202) 513-8024

16. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of North Carolina without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof.

17. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b) and (c).

[SIGNATURE PAGE FOLLOWS]

12518396 v.5

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

PROGRAMMER:

JW MISSISSIPPI, LLC

By: \_\_\_\_\_

Name: *Steve Wood*  
Title: *Manager*

LICENSEE:

MISSISSIPPI TELEVISION, LLC

By: \_\_\_\_\_

Name:  
Title:



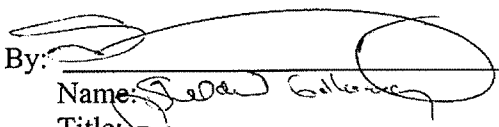
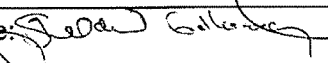
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PROGRAMMER: JW MISSISSIPPI, LLC

By: \_\_\_\_\_  
Name:  
Title:

LICENSEE: MISSISSIPPI TELEVISION, LLC

By:  \_\_\_\_\_  
Name:   
Title: 