

MASTER DISTRIBUTION SERVICE, INC.

c/o 2121 Avenue of the Stars
17th Floor
Los Angeles, California 90067-2121
Phone: 310 369-3582 • Fax: 310-369-4429

As of November 18, 2010

Sandy Di Pasquale
President/CEO
Newport Television, LLC
460 Nichols Road
Suite 250
Kansas City, MO 64112

Re: Program Delivery and License Agreement, dated September 15, 2009 between Master Distribution Service, Inc. ("MDS") and Newport Television LLC, as amended ("Agreement") WHP-DT2 (Harrisburg-Lancaster)/WAWS-DT2 (Jacksonville)/KMYT-TV (Tulsa)/KMTW-TV (Wichita)/WLMT-DT2 (Memphis)

Dear Mr. Di Pasquale:

This will memorialize the parties' agreement that the Term (as defined in the Agreement) shall be extended through three MDS broadcast seasons commencing with MDS' 2011/2012 broadcast season (i.e., through MDS's 2013/2014 broadcast season), if and to the extent that MDS continues its programming service through such season(s). All other terms and conditions of the Agreement shall continue in full force and effect.

Please have this letter executed below and returned to me. Thank you.

Very truly yours,



Marisa Fermin

AGREED AND ACCEPTED:

Newport Television LLC

By, 

Sandy Di Pasquale

Its: President/CEO

WCH.

MASTER DISTRIBUTION SERVICE, INC.

c/o 2121 Avenue of the Stars
17th Floor
Los Angeles, California 90067-2121
Phone: 310 369-3582 • Fax: 310-369-4429

As of January 19, 2010

Sandy Di Pasquale
President /CEO
Newport Television, LLC
460 Nichols Road
Suite 250
Kansas City, MO 64112

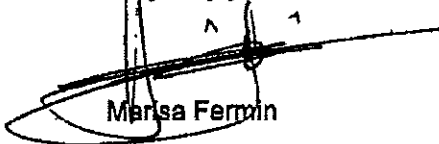
Re: Program Delivery and License Agreement, dated September 15, 2009, Master Distribution Service, Inc. and Newport Television LLC, as amended ("Agreement")/WHP-DT2 (Harrisburg-Lancaster)/VAWS-DT2 (Jacksonville)/KMYT-TV (Tulsa)/KMTW-TV (Wichita)/WLMT-DT2 (Memphis)/WLMT (Memphis)

Dear Mr. Di Pasquale:

This is to confirm that, as of the date hereof, the parties have agreed to extend the Agreement's Term by 52 weeks. In addition, the reference to "October 2, 2010" in Paragraph 2.(b) of the Agreement shall be replaced with "the end of the Term, as extended, to the extent all rights in "Smackdown" required by MDS continue." All other terms and conditions of the Agreement shall continue in full force and effect.

Please have this letter executed below and return it to me to memorialize the parties' agreement. Thank you.

Very truly yours,


Marisa Fermin

AGREED AND ACCEPTED:

Newport Television LLC

By: 
Sandy Di Pasquale

Its: President/CEO

WMLT

PROGRAM DELIVERY AND LICENSE AGREEMENT

Newport Television LLC ("Licensee") See Exhibit "A" (each, "Station")
See Exhibit "A" (each, "Station's DMA")

The following are the Terms and Conditions of the agreement ("Agreement"), dated September 15, 2009 between Master Distribution Service, Inc. ("MDS") and Licensee ("Licensee"), with respect to delivery by MDS and carriage by Station of television programming. The terms "program", and "programming" and any derivations thereof shall mean, unless specifically indicated otherwise, the programming supplied by MDS. MDS will deliver programming to the Station and Licensee shall broadcast such programming over Station's facilities in English pursuant to the terms hereof.

1. **TERM:** The "Term" of this Agreement shall be for fifty-three (53) weeks commencing on September 28, 2009. Thereafter, the Term may be extended for additional successive periods of one (1) year each by MDS in its sole discretion, by giving written notice of such extension to Licensee at least 90 days prior to the expiration of the then-current Term, provided, however, in regards to any options exercised by MDS, Licensee may elect to reject such extension by providing written notice to MDS within 30 days of Licensee's receipt of such notice extension. If Licensee rejects such extension as set forth herein the Term shall not be extended and the Agreement shall terminate at the end of the then-current Term.

2. LICENSE/TIME PERIODS:

(a) Except as noted hereafter, MDS commits to deliver to Station and license to Licensee ten (10) hours of programming per week throughout the Term for broadcast during the Time Periods. The "Time Periods" are as follows: 8-10 P.M. EST/PST and 7-9 P.M. MT/CT, as applicable, Monday through Friday, except with respect to the broadcast of Friday Night "Smackdown" by WMLT, and the rebroadcast thereof by WMLT-DT2, both of which shall be in accordance with the provisions set forth in subparagraph 2(b) below. It is a material element of this Agreement that, except in the event of: (i) pre-emption due to coverage of a news event of major importance, (ii) pre-emptions pre-approved by the applicable syndicator designated by MDS ("Syndicator"), or (iii) pre-emptions pursuant to paragraph 3 of this Agreement (each a "Valid Pre-emption") or an event of Force Majeure (as defined in the Standard Terms and Conditions), throughout the Term, Licensee must actually telecast over the facilities of its Station, the programs together with the commercial and promotional announcements and other material therein delivered by MDS during the date and time periods designated by MDS. Licensee shall indemnify and hold harmless MDS from and against any and all claims, damages, liabilities, judgments, losses, costs and expenses, including reasonable attorneys' fees and costs, suffered or incurred by MDS, and/or each of its parents, affiliated and subsidiary companies, and/or each of their respective directors, officers, employees, and representatives, arising out of Licensee's and/or Station's, and/or its directors, officers, employees or representatives, failure to comply with these and/or any other of Licensee's representations, agreements, obligations, or warranties contained in the Agreement.

(b) **Friday Night "Smackdown":** Notwithstanding anything to the contrary contained in Subparagraph 2(a) above, and subject to the terms of this Agreement, MDS consents to Licensee's primary/full power station, WLMT, taking the initial broadcast of each 2-hour episode of Friday night "Smackdown", from 7 P.M. - 9 P.M. CT each Saturday, commencing on October 3, 2009 and continuing through October 2, 2010. Additionally, MDS consents to Station, WLMT-DT2, rebroadcasting each applicable episode of Friday night "Smackdown" following WLMT's broadcast thereof, each Saturday, from 10 P.M. - 12 A.M. CT or each Sunday, from 2 P.M. - 5 P.M. CT (provided that each episode shall be broadcast in a continuous 2-hour block). WLMT-DT2 rebroadcast will commence in the Saturday 10P.M.-12A.M. time period. In the event that Licensee changes the foregoing time period for WLMT-DT2, Licensee shall provide MDS with at least 15 business days' prior written notice of such change (unless such change is on an isolated, non-routine basis). The broadcast and rebroadcast of each episode of the Friday night "Smackdown" shall be un-cut and unedited, and with no change in the commercial content. In no event shall either WLMT or WLMT-DT2, have the right to broadcast any episode of Friday night "Smackdown"

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more than once each week within the DMA. Licensee agrees that WLMT shall use good faith efforts to actively promote WLMT's broadcast and WLMT-DT2's rebroadcast of the episodes prior to and during WLMT's broadcast of each episode. Notwithstanding anything to the contrary contained herein, if WLMT permanently ceases broadcasting "Smackdown" (i.e., if Station fails to regularly broadcast "Smackdown" as contemplated hereunder), MDS has the right to terminate the provisions of this paragraph 2 (b), and to terminate this Agreement with respect to WLMT. Additionally, MDS may elect to terminate the Agreement with respect to WLMT-DT2 and to enter into an Agreement for the MDS programming and/or programming service with a third party within the Memphis, TN DMA.

3. **PRE-EMPTION AND MAKE GOOD POLICY:** Licensee may preempt MDS programming only for a Valid Pre-Emption, as set forth in Exhibit "B" or pursuant to Licensee's exercise of the right to reject under 47 C.F.R. §73.658(e) ("Right to Reject"). In the event that Licensee is unable to telecast any program hereunder as the result of a Valid Pre-emption, then Licensee shall notify MDS and the applicable Syndicator in writing pursuant to applicable Syndicator reasonable requirements of which Licensee is advised. In addition, Licensee shall telecast, when feasible, such pre-empted episode or program with all commercial announcements during the time period immediately following the pre-emption but no later than 2 a.m. local time that night, inclusive; provided, however, if the applicable Syndicator specifies otherwise, Licensee shall telecast pursuant to Syndicator's reasonable requirements. Unless otherwise agreed by Syndicator in writing, it is a material element of this Agreement that Syndicator's commercial announcements be telecast only within the series episode or other applicable program (whether an original or make-good telecast) in which they were delivered and that the commercial announcements not be telecast in any other manner. Each time that Licensee preempts a program due to a local/regional event and/or sport event, Licensee agrees to promote the preempted program before and during the preempting telecast.

4. **LOCAL BARTER TIME:** Licensee shall be entitled to at least 7 minutes per hour, except with respect to Friday night "SmackDown," Licensee shall have 5 minutes per hour.

5. **PROMOTION:** MDS may furnish promotional and advertising material for on-air use by Licensee. MDS reserves the right to "squeeze" the end credits for the purpose of including contests and/or promotional announcements. Licensee agrees to use best efforts to provide promotion consistent with that given to similar programming in similar time periods. As part of Licensee's promotional commitment, commencing four (4) weeks prior to the launch of each series and each new season and through the Term of this Agreement, Licensee shall make best efforts to broadcast at least two (2) twenty second (:20) spots or one (1) thirty second (:30) spot, at Licensee's election, promoting MDS programming each hour from 7 A.M. - 2 A.M., Monday through Sunday. Licensee shall promote each program to the extent of insuring that there is an explanatory listing of such program in the local newspaper and television guide and shall also make reasonable best efforts to promote each program in a manner no less favorable than its usual promotional activity for other programs of the nature of such program. Upon MDS's and/or Syndicator's reasonable request, Licensee shall advise on a per program-by-program basis the number and placement of all on-air promotional (radio/television) spots used and all published print promotions.

6. **SYNDEX/BASIC CABLE:** Except as otherwise set forth in this Agreement, including without limitation in Paragraph 8. below, during the Term, Licensee shall, subject to the terms of the Agreement, be entitled to invoke the protection against the duplication of programming imported under the Compulsory Copyright License, as presently provided in FCC Rule 76.101. The protection set forth in this Paragraph 6. shall not extend to Licensee and/or Station if, at any time, Station is not broadcasting the programming in pattern during the 8:00 P.M. - 10:00 P.M. EST/PST Time Period or 7:00 P.M. - 9 P.M. MT/CT, Monday through Friday (or 7:00 P.M. - 9:00 P.M. CT Saturday as it pertains to WLMT's broadcast of "Smackdown"), as applicable. Notwithstanding the foregoing, concurrent with the Term, MDS and/or Syndicator shall have the right to allow the license of the programs for basic cable television exhibition, "superstation" exhibition, and/or network exhibition without restriction.

7. **PROGRAMMING/DELIVERY:** MDS to deliver the programming via satellite and/or tape, at MDS's option. Any and all costs of whatever kind that Station and/or Licensee incurs to pick up the programming from the satellite, if any, or for tape shipping and delivery charges, if any, and rebroadcast of such programming shall be the sole responsibility of Licensee. Notwithstanding anything to the contrary herein, MDS reserves the right to change the method of delivery with reasonable prior notice to Licensee. In the event that such change results in a material cost to Station, the parties will negotiate in good faith in connection therewith. The selection, scheduling, substitution and withdrawal of any program or portion thereof shall at all times remain within MDS's sole discretion and control. The MDS programming will be general entertainment programming that is intended to appeal to broad, mass market audiences.

8. **RESERVED RIGHTS:** Notwithstanding anything to the contrary in this Agreement, all licenses, rights and interest in, to and with respect to the programs not specifically granted to Licensee in the Agreement, are entirely reserved by MDS and/or Syndicator and may be fully exploited, utilized and/or authorized by MDS and/or Syndicator, without regard to the extent to which any such rights may be competitive with those of Licensee or Station. Such reserved rights include, but are not limited to, the right during the Term to exploit the programs by any and all means of basic cable, "superstation," network (e.g., broadcast, digital, ad hoc, ION, WGN), pay-per-view, video-on-demand, subscription video-on-demand, via the Internet, wireless telecommunication, DVD, and/or home video (provided that Station's broadcast of any particular episode or other program hereunder will be exclusive in such Station's DMA in free over-the-air television broadcast syndication during MDS's scheduled Eastern Time and Central Time Periods (as applicable), date and time of the broadcast of such episode or other program). Further, MDS and/or Syndicator may authorize the exploitation of the programs in any language other than English by any and all means now known or hereafter devised throughout the universe. Without limiting the generality of the foregoing, Licensee acknowledges that nothing in the Agreement shall preclude MDS and/or Syndicator from advertising and promoting the programs or part thereof, or from exploiting clips or trailers of the programs, in any manner, in any media, including, without limitation, in Free Broadcast Television (as defined in the Standard Terms and Conditions), without any obligation whatsoever to Licensee. In addition, MDS and/or Syndicator has the right to include any form of product integration into any episode or any program, and such programming will be consistent with applicable law.

9. **LAW & ORDER: SVU:** If Station has the right to air the syndicated Law & Order: SVU ("SVU") during the Term of this Agreement, then Station will make good faith efforts not to schedule SVU in the time period immediately before and/or immediately after MDS's scheduled broadcast of Law & Order: Criminal Intent.

10. **INDEMNIFICATION:**

(a) **Indemnification by MDS:** MDS hereby agrees to indemnify and hold harmless Licensee and Station, and each of their respective parents, affiliates, subsidiaries, successors, and assigns, and the respective owners, officers, directors, agents, and employees of each from and against any and all claims, damages, liabilities, judgments, losses, costs and expenses, including reasonable outside attorneys' fees and court costs, arising out of (i) a breach of this agreement by MDS, including without limitation breach of any representations, warranties, or covenants made herein, by MDS; and/or (ii) the exhibition of the program(s) pursuant to this Agreement, including without limitation claims that such exhibition violates or infringes upon the trade name, trademark, copyright, patent, literary or dramatic rights or right of privacy of any person, or constitutes a libel or slander of any person, provided, however, MDS' indemnity hereunder shall not apply to: (1) any claim based upon any material added or produced by Licensee and/or Station or upon deletions, cuts or other editing made by Licensee or Station without MDS' prior written approval (2) any music performance fees for which Licensee is responsible pursuant to Paragraph XIII of the Standard Terms and Conditions. In no event shall MDS be responsible for any consequential, indirect or special damages.

(b) Indemnification by Licensee: Without limitation of any of Licensee's obligations and agreements under this Agreement, Licensee shall indemnify, defend and hold harmless MDS, and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each from and against all claims, damages, liabilities, judgments, losses, costs and expenses, including reasonable outside attorney's fees, arising out of breach of this Agreement by Licensee, including without limitation breach of any representations, warranties, or covenants made herein, by Licensee. In no event shall Licensee be responsible for any consequential, indirect or special damages.

11. MISCELLANEOUS: All other terms and conditions shall be as set forth in the Standard Terms and Conditions, attached hereto and incorporated by this reference, and/or as otherwise designated by the applicable Syndicator from time to time. The Agreement is complete and embraces the entire understanding of and between MDS and Licensee, all prior understandings of and between the MDS and Licensee in connection with the subject matter herein contained, either oral or written, having been merged herein or cancelled. Neither party has made any representations to the other except those expressly set forth herein. Both parties acknowledge that the affiliation agreement between MyNetworkTV, Inc., and/or any other contracting entity, if applicable ("MNTV") and Licensee has been properly terminated effective as of the end of Station's last telecast on September 26, 2009, and that MNTV, on the one hand, and Licensee and Station on the other, shall have no further obligations to each other pursuant to that agreement after said termination date, except with respect to those obligations and liabilities that may relate to any events which occurred on or prior to September 26, 2009. This is a binding offer by Licensee, which if accepted and executed by a duly authorized signatory of MDS below, shall constitute a binding agreement between the parties.

AGREED TO AND ACCEPTED:

NEWPORT TELEVISION, LLC
("Licensee")

Signed: [Signature]
By: Sandy D. Pasquale
Title: President & CEO
Address: 460 Nichols Rd.
Suite 250 KC MO 64112
Fax #: 816.751.0200
Date: Sept. 17, 2009

MASTER DISTRIBUTION SERVICE, INC.
("MDS")

By: [Signature]
Its Authorized Signatory
Date: _____

[Signature]

STANDARD TERMS AND CONDITIONS

I. LICENSE: The license granted to Licensee for the programming under the Agreement for which these standard terms and conditions are incorporated and made part of is solely for the medium of Free Broadcast Television, which shall mean, for purposes of the Agreement, the (i) non-interconnected, terrestrial, over-the-air broadcast of the programs in the English language by the originating Station, intended for reception without any charge being made to the viewer by any party for the privilege of viewing such telecast, and (ii) pursuant to the grant of retransmission consent for receipt by subscribers to cable companies, satellite companies and or telephone company distributors on set top boxes for consumer television sets (but expressly excluding the internet, "broadband" internet, wireless or mobile technology, or other on-line facilities and technologies) ("MVPD's") located in Station's DMA (as applicable) or where the Station is "significantly viewed". Licensee agrees that the terms hereof are agreed to on a non-precedential basis against MDS and/or Syndicator(s). Licensee shall not and shall not authorize others to broadcast or otherwise use any program (or part thereof) or other material supplied by MDS except as specified in the Agreement, and without limiting the foregoing, Station may broadcast MDS programming only, unless otherwise agreed to in writing by MDS: (i) as scheduled by MDS, (ii) over Station's facilities in the Station's DMA specified in Page 1 of the Agreement. MDS and/or Syndicator shall own all right, title and interest at all times in and to all programs, including all tapes, dubs, or recordings thereof and all materials relating thereto, subject only to the uses granted under the Agreement. Licensee shall promptly furnish and/or execute any document requested by MDS and/or Syndicator in evidence of such ownership of said right, title and interest. Licensee shall not impair MDS's and/or Syndicator's right, title or interest in or to the programs, create a lien or encumbrance thereon, or in any manner diminish or otherwise burden such interests or perform any act in derogation of such right, title or interest of MDS and/or Syndicator. Licensee acknowledges that it and Station acquire no right, title or interest in and to the programs, the materials delivered, or any copyright, trademark, or intellectual property right thereof as a result of this Agreement or otherwise, and further acknowledge that all materials delivered to Licensee, Station or their agent hereunder remain the sole property of MDS and/or Syndicator. Neither Licensee, nor the Station, may cut, alter or add to any program or any part thereof without the prior written approval of MDS. Under no circumstances shall either Licensee or Station reposition, delete, or request the deletion of, or alter the billings, credits, the copyright notice, trademark, other symbol or notice, or advisory label on any program or add to any program content or other material provided by MDS and/or Syndicator, all of which must be telecast exactly as delivered by MDS (Station may display on screen Station's identification in accordance with FCC requirements and Station i.d. "bug"). In addition to any other rights or remedies available to MDS, if Licensee and/or Station materially breaches the provisions of this paragraph I, MDS shall have the right to terminate this Agreement upon 5 business days written notice to Licensee, provided, however, if such breach is reasonably curable, Licensee and/or Station shall have the right to cure such breach before the expiration of such 5-business day period.

II. Intentionally deleted (on a non-precedential basis).

III. CARRIAGE:

(a) On the dates and at the times scheduled by MDS, Licensee agrees to broadcast over Station's facilities, in its entirety, in the form transmitted by MDS, without interruption, deletion, compression, addition, squeezing, alteration or other changes to the MDS programs delivered by MDS to Station during Time Periods in accordance with the Agreement (including without limitation, all commercial announcements, branding i.d.'s, and promos and credits). In the event that any MDS programming such as theatrical films or sporting events exceed the Time Periods, Licensee agrees to complete such programming outside of the Time Periods, as applicable.

(b) Licensee and MDS acknowledge that (i) with respect to KMYT, KMTW and WLMT (with respect to WLMT only, subject to the clearance provisions regarding WLMT set forth in paragraph 2 of the Agreement), Station will carry the MDS programming on Station's primary digital television signal as and in the technical format provided by MDS consistent with the ATSC standards, and (ii) with respect to WHP-DT2, WAWS-DT2, and WLMT-DT2, Station will carry the digital feed of the MDS programming on a "multicast" program stream of the Station's digital television signal that may be multiplexed with other program streams, including without limitation the Station's "primary" program stream (for avoidance of doubt with respect to the provisions of this subparagraph III.(b) (ii), in no event shall Licensee have the right to broadcast the MDS programming on any station other than as provided in this Agreement). Each time, if any, that Station uses MDS' NTSC feed of MDS programming for Station's Digital Feed, Station must comply with all of MDS's reasonable requirements with respect to the broadcast of a digital channel.

IV. PRE-EMPTION/MAKE GOODS: Notwithstanding anything to the contrary in the Agreement, if Licensee does not fully comply with its "make good" obligations specified in the Agreement, then, without limitation to any other rights of MDS under the Agreement or otherwise, MDS shall have the right to license the broadcast rights to the applicable omitted programming (or replacement programming) to another television station located in Station's DMA. Nothing in the Agreement shall be construed to prevent or hinder Licensee from: (a) rejecting or refusing MDS programs which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest, or (b) substituting a program which, in Licensee's opinion, is of greater local or national importance. Notwithstanding anything to the contrary expressed or implied herein, the parties acknowledge that Station has the ultimate responsibility to determine the suitability of the subject matter of program content, including commercial, promotional or public service announcements, and to determine which programming is of greater local or national importance, consistent with 47 C.F.R. Section 73.658(e).

V. BARTER/COMMERCIAL ANNOUNCEMENTS:

(a) Each one (1) hour of MDS programming for broadcast by Licensee on Monday through Friday will be formatted to include at least seven (7) minutes of commercial time for Licensee; except that with respect to "SmackDown", each one (1) hour will be formatted to include five (5) minutes of commercial time for Licensee. Notwithstanding the foregoing, all commercial time may be prorated at MDS's discretion, for longer or shorter programming or otherwise. MDS shall have the right to include commercial announcements in all of the commercial time available in each hour of programming other than as expressly allocated to Licensee in the Agreement. In addition, MDS has the right to include within each hour of MDS's programming fee spots and/or billboards, the length and allocation of which shall be at MDS's sole discretion. All non-local commercial announcements may be formatted in "national-only" pods, at MDS's election. MDS shall determine the placement, timing and format of all commercial announcements.

(b) Licensee's broadcast over the Station of all commercial announcements included by MDS in MDS programming is of the essence of the Agreement, and nothing contained in the Agreement shall limit MDS's rights or remedies at law or otherwise (other than the last two sentences of Paragraph IV. above) relating to failure to so broadcast said commercial announcements. Licensee agrees to maintain complete and accurate records of all commercial announcements broadcast as provided in the Agreement. Within two (2) weeks following each request by MDS therefor, Licensee will submit copies of all such records to MDS.

VI. TERMINATION: In addition to any and all other rights and remedies available to each party, MDS or Licensee may terminate the Agreement as follows:

(a) If MDS or any of MDS's parent, affiliated, subsidiary or related companies or other entities enters into any agreement to acquire any majority ownership and/or controlling interest in any television broadcast station licensed to any community within Station's television market, then MDS shall have the right at any time after that agreement is made, to terminate the Agreement upon not less than one hundred twenty (120) days notice to Licensee. Said termination shall be effective as of such date as MDS shall designate in said notice, so long as the termination date is at least one hundred twenty (120) days after receipt by Licensee of the Notice.

(b) If at any time Station's transmitter location, power, frequency, programming format, hours of operation, technical quality of transmissions or any other material aspect of Station's operations is materially changed such that MDS determines in its reasonable judgment that Station is of materially less value to MDS as a broadcaster of MDS programming than at the date of the Agreement, then MDS shall have the right to terminate the Agreement upon sixty (60) days prior written notice to Licensee, unless such situation is changed to MDS' reasonable good faith satisfaction within such 60 day period.

(c) In the event MDS elects to change its operations (and/or terms of doing business), MDS shall notify Licensee in writing that MDS has made such change and the effective date thereof, and as of said effective date, the Agreement will be deemed changed. If within 10 days of Licensee's receipt of notice of such change from MDS, Licensee notifies MDS in writing that Licensee rejects such change, then such agreement shall not be deemed changed and MDS shall have the right for a period of six (6) months from MDS's receipt of such rejection notice from Licensee to terminate the agreement by providing not less than sixty (60) days notice of such termination to Licensee.

(d) If MDS elects to wind up affairs as a programming service, merges with or into a third party and/or ceases to exist as a programming service, then MDS shall have the right to terminate the Agreement upon ninety (90) days notice to Licensee; and

(e) Except as otherwise set forth in this Agreement, either party may terminate this Agreement upon thirty (30) days prior written notice of a material breach of this Agreement (including any of the representations, warranties or covenants contained herein) by the other party, provided that the breaching party has not cured the breach within thirty (30) days after receipt of such notice describing in reasonable detail the breach.

VII. ADVERTISING: Licensee will not advertise or promote in any manner any program until such program has been specifically licensed under the Agreement. Licensee will not advertise or promote in any manner any program withdrawn by MDS. In no event shall the name and/or likeness of any artist appearing in or connected with the production of any program be used separately and apart from the advertising of the telecast of such program, and no such name and/or likeness shall be used so as to constitute any endorsement or testimonial, express or implied, direct or indirect, of any party, product, service or sponsor or for any commercial benefit for any party, product, service or sponsor. Licensee shall not use MDS's and/or Syndicator's name or logo in such a way as to constitute an endorsement or testimonial, express or implied, by MDS and/or Syndicator, or for any other similar commercial benefit with respect to any party, product, service or sponsor. MDS and/or Syndicator may furnish to Licensee such advertising and promotional materials as MDS and/or Syndicator may determine may be appropriate for use by Licensee with respect to the programs. MDS and/or Syndicator may impose a reasonable charge, to be negotiated in good faith, for the use of any such materials. If following such good faith negotiations, the parties are unable to reach an agreement with respect to such costs, Licensee will have no obligation to accept such advertising and/or promotions, nor will MDS be obligated to provide such advertising and/or promotions to Licensee. Within two (2) weeks after the final telecast licensed of each program, Licensee shall ship to MDS (or to MDS's designee) all advertising and promotional materials with respect to such program which have been supplied by MDS and/or Syndicator; provided, however, that MDS, in its sole discretion, may require that any such materials be destroyed under the supervision of MDS's representative or with satisfactory proof of such destruction submitted to MDS. With

respect to a program that is a series, no portion of such episode of such series may be used as a trailer to advertise or promote another episode in the series or the series as a whole, except as may be designated by MDS and/or Syndicator. Licensee agrees that no advertising or promotional materials shall be created, developed, extracted or excerpted by Licensee from any program. In all advertising and publicity issued by Licensee as to any program, Licensee shall comply with MDS's and/or Syndicator's instructions, contained in the pressbook or other material (including with respect to the requirements of applicable collective bargaining agreements) provided by MDS and/or Syndicator, as to sequence, type style, relative size and prominence, and content of copyright notices, credits and billing and shall not thereafter alter same and such advertising and publicity shall be issued by Licensee so as not to constitute an express, implied, direct or indirect endorsement of any party, product, service or sponsor. Licensee shall indemnify MDS and Syndicator for any losses, fines, penalties, assessments, damages or residual obligations which may arise out of any non-compliance of the provisions herein by Licensee.

VIII. **CONFIDENTIALITY:** Other than as may be required by any applicable law, governmental order or regulation (including filing and disclosure obligations under FCC rules and under federal securities laws and regulations) or by order or decree of any court of competent jurisdiction, or disclosure by MDS to Newscorp, any related entity, and/or Syndicator, neither party shall publicly divulge or announce, or in any manner disclose to any third party, any of the specific terms and conditions set forth in this Agreement, and/or any of the other party's confidential affairs or plans, and each party warrants and covenants to the other that none of its officers, directors or employees will do so either, provided that Licensee may disclose this Agreement to a party that may acquire ownership or a controlling interest in Licensee or the Station (subject to customary confidentiality protections).

IX. **NOTICES:** All notices to each party required or permitted hereunder to be in writing shall be deemed given when personally delivered (including, without limitation, upon delivery by overnight courier or other messenger or upon receipt of facsimile copy), upon the date of mailing postage prepaid, addressed as specified below, or addressed to such other address as such party may hereafter specify in a written notice given as provided herein. Such notices to Licensee shall be to the address set forth for Licensee on page 3 of the Agreement. Such notices to MDS shall be to: c/o Twentieth Television, Inc., Business and Legal Affairs, 2121 Avenue of the Stars, 17th Floor, Los Angeles, CA 90067. Notices to MDS by facsimile shall be sent to (310) 369-4429 or such other facsimile number as MDS may provide to Licensee.

X. **ASSIGNMENT:** This Agreement shall not be assigned by Licensee without the prior written consent of MDS, not to be unreasonably withheld, and any permitted assignment shall not relieve Licensee of its obligations hereunder through the effective date of assignment. Any purported assignment by Licensee without such consent shall be null and void and not enforceable against MDS. Licensee also agrees that if any application is made to the Federal Communications Commission pertaining to an assignment or a transfer of control of Licensee's license for Station or any interest therein, Licensee shall promptly notify MDS in writing of the filing of such application. Except as to "short form" assignments or transfers of control made pursuant to Section 73.3540(f) of the Rules and Regulations of the Federal Communications Commission, MDS shall have the right to terminate this Agreement, effective upon thirty (30) days notice to Licensee and the transferee or assignee of such termination, which notice may be given at any time within ninety (90) days after the later occurring of: (a) the date on which MDS learns that such assignment or transfer has become effective or (b) the date on which MDS receives written notice of such assignment transfer. Licensee agrees that upon MDS's request, Licensee shall procure and deliver to MDS, in form satisfactory to MDS, the agreement of the proposed assignee or transferee that, upon consummation of the assignment or transfer of control of Station's authorization, the assignee or transferee will assume and perform this Agreement in its entirety without limitation of any kind. If Licensee fails to notify MDS of the proposed assignment or transfer of control of said Station's authorization, or fails to procure the agreement of the proposed assignee or transferee in accordance with this Paragraph, then such failure shall be deemed a material breach of this Agreement.

XI. **FORCE MAJEURE:** No party shall be liable to the other party for failure or delay in the delivery of the programs, prints or tapes, or for any inability to telecast any program due to labor conditions, disputes or strikes, acts of God, governmental regulations, public disaster, failure or delay of laboratories, injunctions, judgments, adverse claims, fire, flood, or for any other reasons, similar or dissimilar, beyond the control of the parties and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing conditions. At the election of MDS, the Term may thereafter be extended for a period coextensive with the delay caused by such conditions. Each party hereby waives any claim for damages, consequential losses or loss of profits that may arise from any of the conditions occurring beyond the control of such party.

XII. Intentionally Omitted.

XIII. **MUSIC/TAXES:** Licensee agrees to procure and pay for any licenses required to perform the music contained in each program that is available for licensing through BMI, ASCAP or SESAC (MDS and/or Syndicator will be responsible for procuring and paying for any licenses required for the inclusion of any music in each program).

XIV. **GENERAL PROVISIONS:**

(a) **Relationship of the Parties/Third Parties:** Nothing contained in the Agreement shall be deemed to constitute the relationship between the parties hereto as that of partners or joint venturers, or principal and agent, or employer and employee, and neither party shall hold itself out as such. The relationship of the parties is solely contractual. Neither party shall have any right or authority to assume or create any obligation or responsibility, express or implied, on the other's behalf or in the other's name, or to bind the other party in any manner, and shall not represent anything to the contrary to any third party.

(b) Applicable Law/Venue/Jurisdiction / Waiver of Right to Jury Trial: The Agreement shall be construed in accordance with the laws of the State of California applicable to contracts made and fully to be performed therein. All actions, proceedings or litigation brought by Licensee against MDS shall be instituted and prosecuted within the State of California. Licensee hereby consents to the jurisdiction of the state courts of California, and of federal courts located within the State of California, with respect to any matter arising out of or relating to the Agreement. Each of the parties hereto hereby agrees to waive its rights to a jury trial with respect to any matter arising out of or relating to the Agreement.

(c) Modification/Waiver: The Agreement may not be modified or waived in whole or in part except in writing, and unless such writing is signed by a duly authorized signatory of MDS and Licensee. A waiver of any of the terms or conditions of the Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof.

(d) Captions: The captions of the paragraphs of the Agreement are for convenience only, and shall not in any way affect the interpretation of any paragraph of the Agreement or of the Agreement itself.

(e) Invalidity/Illegality: The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be illegal or otherwise invalid, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein; provided, however, that the parties shall negotiate in good faith with respect to an equitable modification of the provision and/or application thereof.



EXHIBIT "A"

Station:

DMA

WHP-DT2
WAWS-DT2
KMYT-TV
KMTW-TV
WLMT-DT2

Harrisburg-Lancaster, PA
Jacksonville, FL
Tulsa, OK
Wichita, KS
Memphis, TN

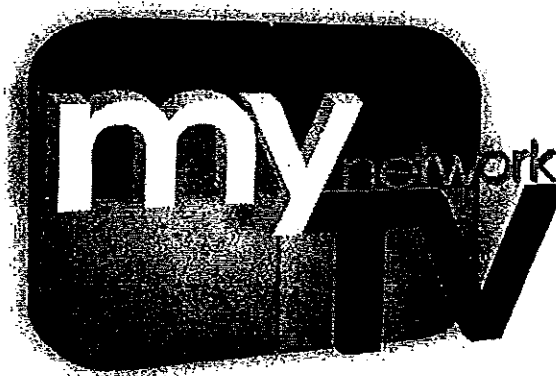
***WLMT
respect to Friday night "Smackdown" only

Memphis, TN - On a limited basis with

Exhibit "B" -- Schedule of Valid Preemptions

1. Harrisburg: WHP-DT2
 - a. Force Majeure event;
 - b. Breaking news;
 - c. Up to a total of twenty-one (21) nights per year (but not more than a total of thirty-eight (38) hours per year for local/regional events and/or sports events; plus an additional four (4) hours to be used exclusively for sports events (the Local Event/Sports Preemption Basket") and/or
 - d. Up to two (2) at will pre-emptions per series per year.
2. Jacksonville: WAWS-DT2
 - a. Force Majeure event;
 - b. Breaking news;
 - c. For the digital channel only, up to a total of ten (10) nights per year (but not more than a total of twelve (12) hours per year for local/regional events and/or sports events; plus an additional eight (8) hours to be used exclusively for sports events (the Local Event/Sports Preemption Basket") and/or
 - d. Up to two (2) at will pre-emptions per series per year.
3. Tulsa: KMYT-TV
 - a. Force Majeure event;
 - b. Breaking news;
 - c. Up to a total of twenty-eight (28) nights per year (but not more than a total of fifty-six (56) hours per year for local/regional events and/or sports events; s (the Local Event/Sports Preemption Basket") and/or
 - d. Up to two (2) at will pre-emptions per series per year.
4. Wichita: KMTW-TV
 - a. Force Majeure event;
 - b. Breaking news;
 - c. Up to a total of fifteen (15) nights per year (but not more than a total of thirty (30) hours per year for local/regional events and/or sports events; (the Local Event/Sports Preemption Basket") and/or
 - d. Up to two (2) at will pre-emptions per series per year.
5. Memphis: WLMT-DT2
 - a. Force Majeure event;
 - b. Breaking news;
 - c. Up to a total of fifteen (15) nights per year (but not more than a total of thirty (30) hours per year for local/regional events and/or sports events; (the Local Event/Sports Preemption Basket") and/or
 - d. Up to two (2) at will pre-emptions per series per year.

AL



June 11, 2007

Mr. Matthew C. Hupfeld
Senior Vice President, Finance
Clear Channel Television
200 East Base Road
San Antonio, TX 78209

Mr. Van Archer, III
President
Mercury Broadcasting Company, Inc.
115 E. Travis
Suite 533
San Antonio, TX 78205

Re: MyNetworkTV Affiliate Agreement -- KSCC

Dear Gentlemen:

Enclosed please find a fully-signed copy of the above-referenced Agreement between MyNetworkTV, Inc., Clear Channel Television, and Mercury Broadcasting Company, Inc. for your files.

Thank you for courtesy and cooperation in the handling of this matter.

Best regards,


Lori Bernstein

cc: Marisa Fermin
Paul Franklin

June 7, 2007

Matthew C. Hupfeld
Senior Vice President, Finance
Clear Channel Television
200 East Base Road
San Antonio, TX 78209

Re: MyNetworkTV Affiliate Agreement

Dear Matt:

Reference is hereby made to the MyNetworkTV Affiliation Agreement entered into by Mercury Broadcasting Company, Inc. for KSCC-TV, Wichita, KS dated May 30, 2006 ("Affiliation Agreement").

This shall confirm that Mercury Broadcasting Company has agreed that MyNetworkTV may license the telenovella programming (i.e. Fashion House, Desire, Wicked Wicked Games, Watch Over Me, Saints & Sinners and American Heiress) in basic cable, effective as of the date hereof, instead of waiting until one year after the initial airing as set forth in paragraph VI of the Affiliation Agreement.

Please signify your consent by signing in the space provided below. All other terms and conditions of the Affiliation Agreement shall remain in full force and effect.

AGREED TO AND ACCEPTED:

MERCURY BROADCASTING COMPANY, INC.

MYNETWORKTV, INC. *LB*

Signed: _____
By: _____
Title: _____

By: 
Is: Authorized Signatory
Date: 6/11/07

ACKNOWLEDGED:

CLEAR CHANNEL BROADCASTING COMPANY, INC.

Signed: June 8, 2007
By: Matthew C. Hupfeld
Title: SVP Finance

June 7, 2007

Matthew C. Hupfeld
Senior Vice President, Finance
Clear Channel Television
200 East Base Road
San Antonio, TX 78209

Re: MyNetworkTV Affiliate Agreement

Dear Matt:

Reference is hereby made to the MyNetworkTV Affiliation Agreement entered into by Mercury Broadcasting Company, Inc. for KSCC-TV, Wichita, KS dated May 30, 2006 ("Affiliation Agreement").

This shall confirm that Mercury Broadcasting Company has agreed that MyNetworkTV may license the telenovella programming (i.e. Fashion House, Desire, Wicked Wicked Games, Watch Over Me, Saints & Sinners and American Heiress) in basic cable, effective as of the date hereof, instead of waiting until one year after the initial airing as set forth in paragraph VI of the Affiliation Agreement.

Please signify your consent by signing in the space provided below. All other terms and conditions of the Affiliation Agreement shall remain in full force and effect.

AGREED TO AND ACCEPTED:

MERCURY BROADCASTING COMPANY, INC.

MYNETWORKTV, INC. *ub*

Signed: Van H. Arles III
By: Van H. Arles III
Title: President

By: [Signature]
Its: Authorized Signatory
Date: 6/11/07

ACKNOWLEDGED:

CLEAR CHANNEL BROADCASTING COMPANY, INC.

Signed: _____
By: _____
Title: _____

MyNetworkTV

OFFER FOR STATION AFFILIATION AGREEMENT

The following sets forth the offer to MyNetworkTV, Inc. ("MNTV"), by Mercury Broadcasting Company, Inc. (together "Licensee"), for the carriage of the programming service currently known as MyNetworkTV over the facilities of Licensee's television station KSCC-TV ("Station") ("Offer"). As used in this Offer, the terms "program", "programming" and "MyNetworkTV programming" and any derivations thereof shall mean, unless specifically indicated otherwise, the programming supplied by MNTV.

1. **PROGRAMMING:** MNTV will deliver to the Station for free over-the-air television broadcasting in English, programming which MNTV makes available to Station for broadcasting in the community to which Station is presently licensed by the FCC, in the market which is Wichita, KS ("Station's DMA").

2. **TERM:** The "Term" of this Offer shall be five (5) years commencing at the start of the 2006/2007 broadcast season upon the launch of the programming service currently known as "MyNetworkTV" (the "Initial period"). After the Initial period, the Term may be extended for additional successive periods of one (1) year each, by MNTV, in its sole discretion, by giving written notice of such extension to Licensee at least 90 days prior to the expiration of the then-current period; provided, however, Licensee may elect to reject such extension by providing written notice to MNTV within 30 days of Licensee's receipt of such notice extension. If Licensee rejects such extension as set forth herein the Term shall not be extended and the agreement shall terminate at the end of the then-current period.

3. **CARRIAGE/TIME PERIODS:** Except as noted hereafter, MNTV commits to supply Station with twelve (12) hours of programming per week throughout the Term of this Offer for the Programmed Time Periods. For purposes of this Offer, the "Programmed Time Periods" are as follows:

(a) Prime Time: 8-10 P.M. EST/PST and 7-9 P.M. CT, Monday through Saturday

(b) Right to Expand: MNTV reserves the right to expand, with 6 months' written notice to Licensee, the Programmed Time Periods ("Extended Programmed Time Periods") to:

Monday - Sunday: Subject to mutual approval, 7 A.M. - 9 A.M., which may include local cutouts, at MNTV's discretion

Sundays: No more than 2 consecutive hours anytime from:
5 P.M. - 10 P.M. EST/PST and 4 P.M. - 9 P.M. CT

4. **LOCAL COMMERCIAL ANNOUNCEMENT TIME:**

- (a) Monday through Friday Prime Time: 9 minutes per hour
- (b) Saturday & Sunday (excluding 7 A.M. - 9 A.M.): 7 minutes per hour
- (c) Monday through Sunday 7 A.M. - 9 A.M. - subject to mutual approval.

5. **PROMOTION:**

(a) MNTV will from time to time provide Licensee with on-air promotional announcements, which will be for any MNTV programming ("Promos") and may be broadcast in MNTV programming as well as in Station's non-MNTV programming.

(b) As part of Licensee's promotional commitment, commencing six (6) weeks prior to the launch and through the Term of this Offer, Licensee shall broadcast at least one (1) twenty second (:20) spot, promoting MyNetworkTV programming each hour from 5 P.M. - 12 A.M.

Monday through Sunday. Such promotional commitment shall exclude the following: Programmed Time Periods, Extended Programmed Time Periods (if any), paid programming and children's programming.

(c) **Launch Promotion:** In addition to other promotional commitment, Licensee agrees to air at least one (1) twenty second (:20) promotional announcement per hour for MyNetworkTV for a period of six weeks leading up to the launch between the hours of 9 A.M. and 5 P.M., Monday through Sunday. Such promotional commitment shall exclude the following: Programmed Time Periods, Extended Programmed Time Periods (if any), paid programming and children's programming.

(d) Licensee's promotional and media plan shall be subject to mutual review and approval by the parties, upon request by MNTV.

(e) The parties' respective commitment for outside third party media promotion and "co-op" advertising shall be mutually agreed upon.

(f) Licensee agrees to provide promotion consistent with that given to similar programming broadcast by Station.

(g) Licensee agrees to include a prominent representation of MyNetworkTV branding and programming on Licensee's website.

6. **DELIVERY:** Via satellite and/or tape, as a back up option. Any and all costs of whatever kind that Station incurs to pick up the programming from the satellite and rebroadcast of such programming shall be the sole responsibility of Licensee. Any and all costs for tape shipping and delivery charges, if any, shall be the responsibility of the party causing or requesting tape delivery.

7. **MISCELLANEOUS:** All other terms and conditions shall be as set forth in Appendix "A" attached hereto and incorporated by this reference. Other terms and conditions consistent with industry standards, shall be incorporated herein to the extent agreed upon pursuant to the parties' good faith negotiations.

This is a binding offer by Licensee, which if accepted by a duly authorized officer of MNTV in writing, shall constitute a binding agreement ("Agreement") between the parties.

AGREED TO AND ACCEPTED:

MERCURY BROADCASTING COMPANY, INC.
("Licensee")

Signed: _____
By: _____
Title: _____

Address: _____

Fax #: _____
Date: _____

ACKNOWLEDGED:

CLEAR CHANNEL BROADCASTING COMPANY, INC.

Signed: [Signature]
By: Don Perry
Title: President & CEO

MYNETWORKTV, INC.
[Signature]
Its Authorized Signatory
Date: 6/1/06

Monday through Sunday. Such promotional commitment shall exclude the following: Programmed Time Periods, Extended Programmed Time Periods (if any), paid programming and children's programming.

(c) Launch Promotion: In addition to other promotional commitment, Licensee agrees to air at least one (1) twenty second (:20) promotional announcement per hour for MyNetworkTV for a period of six weeks leading up to the launch between the hours of 9 A.M. and 5 P.M., Monday through Sunday. Such promotional commitment shall exclude the following: Programmed Time Periods, Extended Programmed Time Periods (if any), paid programming and children's programming.

(d) Licensee's promotional and media plan shall be subject to mutual review and approval by the parties, upon request by MNTV.

(e) The parties' respective commitment for outside third party media promotion and "co-op" advertising shall be mutually agreed upon.

(f) Licensee agrees to provide promotion consistent with that given to similar programming broadcast by Station.

(g) Licensee agrees to include a prominent representation of MyNetworkTV branding and programming on Licensee's website.

6. **DELIVERY:** Via satellite and/or tape, as a back up option. Any and all costs of whatever kind that Station incurs to pick up the programming from the satellite and rebroadcast of such programming shall be the sole responsibility of Licensee. Any and all costs for tape shipping and delivery charges, if any, shall be the responsibility of the party causing or requesting tape delivery.

7. **MISCELLANEOUS:** All other terms and conditions shall be as set forth in Appendix "A" attached hereto and incorporated by this reference. Other terms and conditions consistent with industry standards, shall be incorporated herein to the extent agreed upon pursuant to the parties' good faith negotiations.

This is a binding offer by Licensee, which if accepted by a duly authorized officer of MNTV in writing, shall constitute a binding agreement ("Agreement") between the parties.

AGREED TO AND ACCEPTED:

MERCURY BROADCASTING COMPANY, INC.
("Licensee")

Signed: Van H. Archer III
By: Van H. Archer III
Title: President

Address: 115 E. Travis, Suite 533
San Antonio, TX 78205

Fax #: 210-222-0975
Date: 5-30-06

ACKNOWLEDGED:

GLER CHANNEL BROADCASTING COMPANY, INC.

Signed: _____
By: _____
Title: _____

MYNETWORKTV, INC.

By: [Signature]
Title: Authorized Signatory
Date: 6/1/06

APPENDIX "A"

This APPENDIX "A" contains the terms and conditions of which Licensee has agreed to as part of the Licensee's OFFER FOR STATION AFFILIATION AGREEMENT in connection with the programming service currently known as MyNetworkTV and which will constitute part of the agreement between the parties if this Offer is accepted by MNTV (the "Agreement").

I. **PROGRAMMING/SCHEDULING:** The selection, scheduling, substitution and withdrawal of any program or portion thereof shall at all times remain within MNTV's sole discretion and control. Licensee shall not and shall not authorize others to broadcast or otherwise use any program (or part thereof) or other material supplied by MNTV except as specified in the Agreement, and without limiting the foregoing, Station may broadcast MNTV programming only, unless otherwise agreed to in writing by MNTV: (i) as scheduled by MNTV, (ii) over Station's facilities in the community specified in Paragraph 1. of the Offer, and (iii) by free over-the-air television broadcasting in English.

II. **CARRIAGE:**

(a) On the dates and at the times scheduled by MNTV, Licensee agrees to broadcast over Station's facilities, in its entirety, in the form transmitted by MNTV, without interruption, deletion, compression, addition, squeezing, alteration or other changes to the MNTV programs delivered by MNTV to Station during Programmed Time Periods and Extended Programmed Time Periods (if any) in accordance with the Agreement (including without limitation, all commercial announcements, branding i.d.'s, and MNTV promos and credits). In the event that any MNTV programming such as theatrical films or sporting events exceed the Programmed Time Periods or Extended Programmed Time Periods, as applicable, Licensee agrees to complete such programming outside of the Programmed Time Periods and/or Extended Programmed Time Periods, as applicable. If such programming exceeds Programmed Time Periods or Extended Programmed Time Periods, as applicable, three times a year, (each such program beyond three an "Overtime Program") then, during such year, Station may pre-empt an Overtime Program, and such pre-emption (i) shall be considered a "Valid Pre-Emption" (defined below), (ii) shall not count against the Local/Sports Pre-Emption Basket (defined below), and (iii) shall be subject to the "make good" requirements below.

(b) Licensee acknowledges that Station (which is a full power, primary station) will, to the same extent as the Agreement provides for carriage of MNTV programming on its analog channel, simultaneously carry on Station's digital television signal ("DTV Channel") the digital feed of such MNTV programming as and in the technical format provided by MNTV consistent with the ATSC standards (collectively, the "Network Digital Feed"). To the extent that Station is not transmitting a DTV Channel, MNTV shall be permitted to offer the Network Digital Feed, together with any program-related material or other material provided by MNTV for digital transmission, to any licensee transmitting a DTV channel in Station's DMA notwithstanding any other provision of the Agreement. Without limitation to the foregoing provisions of this Subparagraph, each time, if any, that Station uses MNTV's NTSC feed of MNTV programs for Station's DTV Channel, Station must comply with any and all of MNTV's requirements with respect to the broadcast of a digital channel. Bandwidth requirements pursuant to the foregoing sentence shall be subject to good faith negotiation, provided, however, that Licensee agrees that Station's transmission of MNTV programming to its audience shall be of first class broadcast network quality, that the amount of bandwidth required for such transmission may vary on a program by program basis, and that Station will in any event comply with MNTV's redistribution control descriptor requirements. Station is not obligated to provide MNTV with more than one digital channel in the DMA, provided that Station and MNTV will negotiate in good faith concerning any proposal for multiplexing.

(c) Notwithstanding the foregoing, Licensee shall not be obligated to broadcast MNTV programming during the Extended Programmed Time Periods unless and until the Federal Communications Commission eliminates, waives, or modifies to reduce the regulatory constraints of Section 73.858 (d) of its rules. In the event that the Federal Communications Commission modifies but does not eliminate Section 73.858(d) of its rules, then this Agreement shall be: (i) interpreted, to the extent permitted by such modification, as if MNTV has the right to provide, and Station has the obligation to broadcast, programming during the Extended Programmed Time Periods or other time periods; and (ii) deemed amended so as to conform to such modification.

III. **PRE-EMPTION/MAKE GOODS:**

(a) Licensee shall broadcast over Station for the Term of the Agreement for the Programmed Time Periods, and Extended Programmed Time Periods, as applicable, all MNTV programming specified by MNTV, except due to: (i) an event of force majeure; (ii) breaking news; (iii) up to a total of fifteen (15) nights per year (but no more than a total of thirty (30) hours per year) for local/regional events and/or sports events, including without limitation, Big 12 Conference sports, pro football pre-season games and high school sporting

championships (the "Local Event/Sports Pre-emption Basket"), so long as the preempted program is promoted before and during the preempting telecast and the preempted program is aired immediately following the preempting telecast, unless otherwise directed by MNTV; and/or (iv) up to 2 at will pre-emptions per series per year, (each a "Valid Pre-emption"). If any MNTV programming is not broadcast in its Programmed Time Period and/or Extended Programmed Time Periods, as applicable, due to any such Valid Pre-emption, Licensee shall broadcast that MNTV programming in the "make good" time periods, by no later than 3 A.M., inclusive, (but 2 A.M., inclusive, if the preemption occurs on Saturday), the morning following the pre-emption ("Make Good Period").

(b) Without limiting the above, each time that Licensee for any reason fails to (or advises MNTV it will not) telecast any MNTV programming as provided for in the Agreement, Licensee shall telecast that programming (or replacement programming selected by MNTV) and the commercial announcements contained in it, in the Make Good Period. For all preemptions which by their nature allow for advance notice, Licensee shall give MNTV at least 72 hours advance notice that it intends not to broadcast any MNTV programming and in such notice shall confirm the substitute Make Good Period. Notwithstanding anything to the contrary in the Agreement, if Licensee does not fully comply with the foregoing, then, without limitation to any other rights of MNTV under the Agreement or otherwise, MNTV shall have the right to license the broadcast rights to the applicable omitted programming (or replacement programming) to another television station located in Station's DMA. If Licensee refuses to broadcast any program within any Programmed Time Period and/or Extended Programmed Time Period, as applicable, other than for a Valid Pre-emption or an isolated one time pre-emption due to Station's FCC right to reject, then MNTV shall have the right to terminate the Agreement upon ninety (90) days prior notice to Licensee. Nothing in the Agreement shall be construed to prevent or hinder Licensee from (a) rejecting or refusing MNTV programs which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest, or (b) substituting a program which, in Licensee's opinion, is of greater local or national importance. For the avoidance of doubt, any pre-emption based on (a) in the preceding sentence shall not count against the Local Event/Sports Pre-emption Basket. Notwithstanding anything to the contrary expressed or implied herein, the parties acknowledge that Station has the ultimate responsibility to determine the suitability of the subject matter of program content, including commercial, promotional or public service announcements, and to determine which programming is of greater local or national importance, consistent with 47 C.F.R. Section 73.658(e).

IV. BARTER/COMMERCIAL ANNOUNCEMENTS:

(a) Each one (1) hour of MNTV programming for broadcast by Licensee on Monday through Friday in Prime Time (as set forth in the Offer) will be formatted to include nine (9) minutes of commercial time for Licensee; and on Saturday and Sunday (excluding 7 A.M. - 9 A.M.) will be formatted to include seven (7) minutes of commercial time for Licensee. For Monday through Sunday between 7 A.M. - 9 A.M., if applicable, the commercial time allocated to Licensee shall be determined by MNTV. Notwithstanding the foregoing, all commercial time may be prorated at MNTV's discretion, for longer or shorter programming or otherwise. MNTV shall have the right to include commercial announcements in all of the commercial time available in each hour of programming other than as expressly allocated to Licensee in the Agreement. In addition, MNTV has the right to include within each half hour of MNTV's programming up to fifty seconds (:50) of free spots and/or billboards, to be allocated at MNTV's sole discretion. MNTV's commercial announcements may be formatted in "national-only" pods, at MNTV's election, within MNTV's programming. MNTV shall determine the placement, timing and format of MNTV's and Licensee's commercial announcements.

(b) Licensee's broadcast over the Station of all commercial announcements included by MNTV in MNTV programming is of the essence of the Agreement, and nothing contained in the Agreement shall limit MNTV's rights or remedies at law or otherwise (other than the last two sentences of Paragraph III.(b) above) relating to failure to so broadcast said commercial announcements. Licensee agrees to maintain complete and accurate records of all commercial announcements broadcast as provided in the Agreement. Within two (2) weeks following each request by MNTV therefor, Licensee will submit copies of all such records to MNTV.

V. PROMOTION:

(a) Licensee shall use reasonable best efforts to provide an on-air promotional schedule consistent with MNTV's recommendations and in coordination with MNTV, and to budget Station's annual advertising funds so as to enable Station to participate, on a year-round basis, in MNTV's "co-op" advertising plan. Station's logo shall be consistent with the MyNetworkTV program service logo and branding, after reasonable allowance for localized branding. Station shall use Licensee's logo bug which is consistent with the MyNetworkTV program service logo and branding on all local day parts. Licensee agrees to use reasonable best efforts to commit cross promote MNTV and/or MNTV programming on media platforms owned, in whole or in part by Licensee, in Station's DMA.

(b) In addition to providing the promotion announcements, to the extent desired by Station, MNTV shall make available to Licensee, at reasonable costs, such other promotional and sales materials as MNTV and Licensee may mutually consider appropriate, including but not limited to regular use of MNTV's applicable URL, at MNTV's discretion. Licensee shall not delete any copyright, trademark, logo or other notice, or any credit, included in any materials delivered pursuant to this Paragraph or otherwise, and Licensee shall not exhibit, display, distribute or otherwise use any trademark, logo or other material or item delivered pursuant to this Paragraph or otherwise, except as instructed by MNTV at the time.

VI. **RESERVED RIGHTS:** All rights not expressly granted to Licensee herein are reserved to MNTV, including without limitation the right during the Term to exploit any MNTV programming by any and all means of basic cable, pay-per-view, video-on-demand, subscription video-on-demand, via the internet, wireless telecommunications and/or home video, the right to include product integration and virtual integration in MNTV programming, and the right to authorize the exhibition of any MNTV programming in any language other than English, by any and all means, now or hereafter known, subject to repurposing parameters consistent with repurposing parameters agreed to between Licensee and the FOX Broadcasting Company in its applicable affiliation agreement(s) with Licensee. In addition to repurposing allowances pursuant to the foregoing, (a) ninety (90) days after Licensee's initial broadcast of any MNTV program, MNTV may license any such MNTV program in free over the air syndicated television in Station's DMA; provided, however, Licensee shall have the first right of negotiation during a period of fifteen (15) business days commencing upon notice by MNTV to license such program, and if the parties do not reach an agreement during such period, MNTV may license the applicable program to another licensee in Station's DMA, and (b) one year after the initial airing of any MNTV program, MNTV may license such program in basic cable.

VII. **TERMINATION:** In addition to any and all other rights and remedies available to MNTV, MNTV has the right to terminate the Agreement as follows:

(a) If MNTV or any of MNTV's parent, affiliated, subsidiary or related companies or other entities enters into any agreement to acquire any majority ownership and/or controlling interest in any television broadcast station licensed to any community within Station's television market, then MNTV shall have the right at any time after that agreement is consummated, to terminate the Agreement upon not less than ninety (90) days notice to Licensee. Said termination shall be effective as of such date as MNTV shall designate in said notice, so long as the termination date is at least ninety (90) days after receipt by Station of the notice.

(b) If at any time Station's transmitter location, power, frequency, programming format, hours of operation, technical quality of transmissions or any other material aspect of Station's operations is materially changed such that MNTV determines in its reasonable judgment that Station is of materially less value to MNTV as a broadcaster of MNTV programming than at the date of the Agreement, then MNTV shall have the right to terminate the Agreement upon thirty (30) days prior written notice to Licensee.

(c) In the event MNTV elects to change its operations (and/or terms of doing business), MNTV shall notify Licensee in writing that MNTV has made such change and the effective date thereof, and as of said effective date, the Agreement will be deemed changed. If within 10 days of Licensee's receipt of notice of such change from MNTV, Licensee notifies MNTV in writing that Licensee rejects such change, then MNTV shall have the right for a period of six (6) months from MNTV's receipt of such rejection notice from Licensee to terminate the agreement by providing not less than sixty (60) days notice of such termination to Licensee. Notwithstanding the foregoing, such change may include, but not be limited to, MNTV electing to convert the Agreement solely into a license for syndicated programming and/or reducing the Programmed Time Periods.

(d) If MNTV elects to wind up affairs as a network, merges with or into a third party and/or ceases to exist as a network, then MNTV shall have the right to terminate the Agreement upon ninety (90) days notice to Licensee.

VIII. **RETRANSMISSION CONSENT:** Without MNTV's prior written approval, Licensee shall not grant its consent to the transmission or retransmission, by any cable system, satellite, other multichannel video programming distributor, telephone system, microwave carrier, wireless cable system or other technology wherever located, of Station's broadcast of any MNTV programming. Neither the Agreement nor any grant by Licensee of retransmission consent conveys any license or sublicense in or to the copyrights of MNTV programming and MNTV shall in no way be a party to or incur any duty or other obligation in connection with any retransmission consent granted by Licensee.

IX. **CONFIDENTIALITY:** Other than as may be required by any applicable law, governmental order or regulation or by order or decree of any court of competent jurisdiction, to their respective attorneys and accountants, and/or to the extent such information had already been properly disclosed to the public, neither party shall publicly divulge or announce, or in any manner disclose to any third party, this agreement and/or any of the specific terms and conditions set forth herein, and/or any of the other party's affairs or plans, and

each party warrants and covenants that none of their officers, directors or employees will do so either. Notwithstanding the above, MNTV shall not unreasonably withhold approval of disclosure of this agreement in connection with any potential sale of Station or Licensee. In addition, MNTV may disclose the existence of this Agreement and affiliation to third parties, including without limitation, in a press release.

X. **NOTICES:** All notices to each party required or permitted hereunder to be in writing shall be deemed given when personally delivered (including, without limitation, upon delivery by overnight courier or other messenger or upon receipt of facsimile copy), upon the date of mailing postage prepaid, addressed as specified below, or addressed to such other address as such party may hereafter specify in a written notice given as provided herein. Such notices to Licensee shall be to the address set forth for Licensee on page 2 of the Offer. Such notices to MNTV shall be to: c/o Twentieth Television, Inc. - Contract Administration, 2121 Avenue of the Stars, 21st Floor, Los Angeles, CA 90067, with additional copies sent to Twentieth Television, Inc. - Business and Legal Affairs at the same address. Notices to MNTV by facsimile shall be sent to (310) 389-4412 or such other facsimile number as MNTV may provide to Licensee.

XI. **ASSIGNMENT:** This Agreement shall not be assigned by Licensee without the prior written consent of MNTV, and any permitted assignment shall not relieve Licensee of its obligations hereunder. Any purported assignment by Licensee without such consent shall be null and void and not enforceable against MNTV. Licensee also agrees that if any application is made to the Federal Communications Commission pertaining to an assignment or a transfer of control of Licensee's license for Station, or any interest therein, Licensee shall immediately notify MNTV in writing of the filing of such application. Except as to "short form" assignments or transfers of control made pursuant to Section 73.3540(f) of the Rules and Regulations of the Federal Communications Commission, MNTV shall have the right to terminate this Agreement, effective upon thirty (30) days notice to Licensee and the transferee or assignee of such termination, which notice may be given at any time within ninety (90) days after the later occurring of: (a) the date on which MNTV learns that such assignment or transfer has become effective or (b) the date on which MNTV receives written notice of such assignment or transfer. Licensee agrees, that upon MNTV's request, Licensee shall procure and deliver to MNTV, in form satisfactory to MNTV, the agreement of the proposed assignee or transferee that, upon consummation of the assignment or transfer of control of Station's authorization, the assignee or transferee will assume and perform this Agreement in its entirety without limitation of any kind. If Licensee fails to notify MNTV of the proposed assignment or transfer of control of said Station's authorization, or fails to procure the agreement of the proposed assignee or transferee in accordance with this Paragraph, then such failure shall be deemed a material breach of this Agreement. Without limitation to any other provision of this Agreement or to any of MNTV's rights or remedies, if, without MNTV's prior written consent, Licensee enters into any "Local Management Agreement", "Time Brokerage Agreement" or similar arrangement, (unless such agreement is terminated within two weeks after MNTV's notice in connection herewith), or any agreement for the use (by lease or otherwise) by any party other than Licensee of any Programmed Time Periods or Extended Programmed Time Periods or any significant portion of Station's broadcast time outside of the Programmed Time Periods or Extended Programmed Time Periods (as applicable), MNTV will have the right at any time to terminate this Agreement on sixty (60) days' notice to Licensee. MNTV may freely assign this Agreement in whole or in part to any commonly controlled and/or owned, subsidiary, parent, affiliated, and/or related company.

XII. **WARRANTIES AND INDEMNITIES:**

(a) MNTV represents and warrants that Station's broadcast, in accordance with this Agreement, of any MNTV programming provided by MNTV to Station shall not violate or infringe upon the trade name, trademark, copyright, literary or dramatic right, or right of privacy or publicity of any party, or constitute a libel or slander of any party; provided, however, that the foregoing representations and warranties shall not apply: (1) to public performance rights in music, (2) to any material furnished or added by any party other than MNTV after delivery of the programming to Station or (3) to the extent such programming is changed or otherwise affected by deletion of any material by any party other than MNTV after delivery of the programming to Station. MNTV agrees to indemnify and hold harmless Station and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Licensee's or Station's lost profits or consequential damages, if any) caused by or arising out of MNTV's breach of the representations and warranties set forth in the foregoing sentence or MNTV's breach of this Agreement. MNTV makes no representations, warranties or indemnities, express or implied, except as expressly set forth in this subparagraph (a).

(b) Without limitation to any of Licensee's other obligations and agreements under this Agreement, Licensee agrees to indemnify and hold harmless MNTV and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding MNTV's lost profits or MNTV's consequential damages, if any) caused by or arising out of any matters excluded from MNTV's representations and warranties by subparagraphs (a)(1), (2) or (3) above, or any breach of any of Licensee's representations, warranties or agreements under this Agreement or any programming broadcast by Station other than that provided by MNTV hereunder.

(c) The indemnitor may assume, and if the indemnitee requests in writing shall assume, the defense of any claim, demand or action covered by indemnity hereunder, and upon the written request of the indemnitee, shall allow the indemnitee to cooperate in the defense at the indemnitee's sole cost and expense. The indemnitee shall give the indemnitor prompt written notice of any claim, demand or action covered by indemnity hereunder. If the indemnitee settles any claim, demand or action without the prior written consent of the indemnitor, the indemnitor shall be released from the indemnity in that instance.

XIII. **APPLICABLE LAW:** Notwithstanding anything to the contrary in this Agreement, the obligations of Licensee and MNTV under this Agreement are subject to all applicable federal, state, and local laws, rules and regulations (including, but not limited to, the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission) and this Agreement shall be deemed to have been negotiated and entered into, and this Agreement and all matters or issues collateral thereto shall be governed by, the law of the State of California applicable to contracts negotiated, executed and performed entirely within that state. All actions, proceedings or litigation brought against MNTV by Licensee shall be instituted and prosecuted solely within the County of Los Angeles, California. Licensee hereby consents to the jurisdiction of the state courts of California and the federal courts located in the Central District of California as to any matter arising out of, or related to this Agreement.

XIV. **MISCELLANEOUS:**

(a) Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between MNTV and Licensee.

(b) No waiver of any failure of any condition or of the breach of any obligation hereunder shall be deemed to be a waiver of any preceding or succeeding failure of the same or any other condition, or a waiver of any preceding or succeeding breach of the same or any other obligation.

(c) This Agreement, together with any amendments, constitutes the entire understanding between MNTV and Licensee concerning the subject matter hereof and shall not be amended, modified, changed, renewed, extended or discharged except by an instrument in writing signed by MNTV and Licensee or as otherwise expressly provided herein or therein. MNTV and Licensee each hereby acknowledges that neither is entering into this Agreement in reliance upon any term, condition, representation or warranty not stated herein.

AMENDMENT TO MyNetworkTV ("MNTV") STATION AFFILIATION AGREEMENT
REGARDING NETWORK NONDUPLICATION PROTECTION

For and in consideration of their mutual undertakings, the undersigned parties hereby agree to amend their Station Affiliation Agreement as follows:

Licensee and Clear Channel Television ("Operator"), as Licensee's designee under a Local Management Agreement, shall by the terms of this Amendment be entitled to invoke protection within the geographic zone described herein against the duplication of MNTV programming by any other analog or digital television signal carried by any Multichannel Video Programming Distributor (MVPD) against which and to the extent Licensee and, or Operator are entitled to assert nonduplication protection under the Communications Act, the Satellite Home Viewer Extension and Reauthorization Act of 2004 ("SHVERA") and any amendments thereto, and the rules and regulations of the Federal Communications Commission (FCC). Such protection shall apply to all MNTV programming for the duration of the MNTV Affiliation Agreement for Station ("Station"), the term of which commences on upon Launch of the MNTV programming service for the 2006/2007 broadcast season. For the duration of such Affiliation Agreement, Licensee's and, or Operator's rights shall apply to simultaneous duplication of MNTV programming broadcast "in pattern" by Station. Licensee and, or Operator shall be entitled to invoke nonduplication protection in the area within 35 miles of the FCC's reference point for KSCC-TV; provided, however, that Licensee and, or Operator shall not invoke said nonduplication protection beyond the boundaries designated as the Wichita, Kansas DMA as defined by Nielsen as of May, 2006. Nothing herein shall be deemed to limit any reserved rights of MNTV in its Affiliation Agreement with Licensee.

AGREED TO AND ACCEPTED:

Mercury Broadcasting Company, Inc.
As: Licensee of KSCC-TV

By: Van H. Archer III
Its: President

Date: 5-30-06

Clear Channel Television,
a division of Clear Channel Broadcasting, Inc.
As: Operator of KSCC-TV under a Local Management Agreement

By: _____
Its: _____

Date: _____

MyNetworkTV
By: Marisa Fournier
Its: SIGNATORY

Date: 6/1/06

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AGREED TO AND ACCEPTED:

Mercury Broadcasting Company, Inc.
As: Licensee of KSCC-TV

By: _____
Its: _____

Date: _____

Clear Channel Television,
a division of Clear Channel Broadcasting, Inc.
As: Operator of KSCC-TV under a Local Management Agreement

By: [Signature]
Its: Ben Perry
President & CEO
MyNetworkTV

Date: _____

By: [Signature]
Its: Christina Farnin
SIGNATORY

Date: 6/1/06