

**ADVERTISING REPRESENTATION AGREEMENT**

This Advertising Representation Agreement ("Agreement") dated as of October 4, 2007, among White Knight Broadcasting of Longview, Inc., a Delaware corporation ("Station Owner"), ComCorp of Tyler, Inc. a Delaware corporation ("Representative"), and Communications Corporation of America, a Delaware corporation ("Parent," and, together with Station Owner and Representative, the "Parties").

**WITNESSETH**

**WHEREAS**, Station Owner is the corporate parent of the licensee of KFXK(TV), Longview, TX (Facility ID Number 70917) and any associated low power or translator stations (the "Station");

**WHEREAS**, Station Owner wishes to appoint Representative as its advertising sales representative for the sale and placement of commercial television advertising time during the programming broadcast by Station Owner, and Representative is willing to accept such appointment, in each case on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

**ARTICLE 1**

**DEFINITIONS**

1.1 Defined Terms. As used herein, the capitalized terms not otherwise defined herein have the meanings set forth in Appendix A.

1.2 Other Definition Provisions. The masculine form of words includes the feminine and the neuter and vice versa, and, unless the context otherwise requires, the singular form of words includes the plural and vice versa. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Agreement refer to this Agreement as a whole, and not to any particular section or subsection.

**ARTICLE 2**

**ADVERTISING RELATIONSHIP**

2.1 Advertising Inventory. Station Owner appoints Representative as its exclusive advertising representative with respect to the Advertising Inventory of the Station, and shall, without restriction to how Representative may package or otherwise market the Advertising Inventory with any other advertising inventory, permit Representative to resell such Advertising Inventory to third parties, provided that, the rates charged by Representative for sale of the Advertising Inventory shall be subject to the ultimate control of Station Owner. Station Owner shall not sell any Advertising Inventory without the express written consent of Representative.

Notwithstanding the foregoing, Station Owner may request, upon reasonable notice, the placement of a commercially reasonable number of public service announcements for broadcast on the Station. Representative shall accept such public service announcements, provided that Station Owner provides reasonable notice of its request.

2.2 Advertising Revenue. Subject to Section 2.8, Station Owner shall be entitled to all revenues generated by the sale of Advertising Inventory. Representative is responsible for collecting all of the Station's accounts receivable, which funds shall be deposited in a deposit account with a federally chartered financial institution in the name of Station Owner.

2.3 Promotion. Representative shall use commercially reasonable efforts to promote the Station in connection with the sale of Advertising Inventory, to solicit advertising for the Station, and to service advertising accounts in a business-like manner, with the aim of maximizing advertising revenue for the Station.

2.4 Advertising Expenses: Billing and Receivables. All expenses in connection with the solicitation and sale of advertising, including, but not limited to, personnel, transportation, telephone and other overhead costs, shall be paid by Representative. Representative shall be required to provide all billing and collection for the Advertising Inventory and shall use commercially reasonable efforts to collect all amounts owed for the Advertising inventory in accordance with industry practice; provided, that, Representative shall not be obligated to institute litigation, employ any collection agency, legal counsel or other third party, or take any other extraordinary means of collection or pay any expenses to third parties to collect the amounts owed for the Advertising Inventory. Representative shall not incur any liability to Station Owner for uncollected amounts or any unsold portions of the Advertising Inventory. Representative shall provide to Station Owner, on a quarterly basis, within \_\_\_\_\_ of when such quarter ends, a summary report ("Advertising Report") of all advertising sold, provided however, that Representative shall not be required to use any method of collecting such information or generating such Advertising Report other than that already employed in its role as advertising representative for, or licensee of, other commercial broadcast television stations.

2.5 Exclusivity. Station Owner shall not enter into any other agreements for the sale of Advertising Inventory except as set forth in the Shared Services Agreement.

2.6 Listing. Representative may, in its discretion, list Representative as the advertising sales representative for Station Owner with respect to the Station in applicable trade listings and in its own advertising and promotional material.

2.7 Records. Station Owner shall keep internal records and logs of the placement of advertisements and shall submit to Representative affidavits of performance confirming the same in accordance with industry practice within \_\_\_\_\_ after the close of each broadcast month.

2.8 Sales Commission.

## ARTICLE 3

### ADVERTISEMENTS

3.1 General Content. Representative shall use commercially reasonable efforts to ensure that the Advertisements comply with the Act, the FCC Rules and all other applicable federal, state and local laws in effect from time to time, including but not limited to, lottery restrictions and prohibitions on obscenity, indecency and deceptive advertising, false representations or deception of any kind or prohibited products.

3.2 Political Broadcasting. Representative shall use commercially reasonable efforts to comply with the Act, the FCC Rules and all other applicable federal, state and local laws regarding access to airtime and rates charged for legally qualified candidates for public office and their authorized representatives. Representative shall furnish Station Owner with all material required to be made available for public inspection regarding requests for time by political candidates including information regarding receipt of any request for time by or on behalf of a political candidate, together with an appropriate notation showing charges made.

3.3 Sponsorship Identification. Representative shall use commercially reasonable efforts to determine when sponsorship identification announcements are required to be included in Advertisements and to ensure that the Advertisements contain all such sponsorship identification announcements as required by the Act and the FCC Rules.

3.4 Program Supplier Restrictions. Representative shall use commercially reasonable efforts to comply with all of Station Owner's policies and directions and with all terms, provisions, conditions and restrictions contained in agreements with Station Owner's programming suppliers governing the sale, solicitation and/or exhibition of advertising or promotional material within or on such programming.

## ARTICLE 4

### OPERATIONS

4.1 Operations Generally. Nothing in this Agreement relieves or is intended to relieve Station Owner of its ultimate responsibility for operating and maintaining the Station. Station Owner remains ultimately responsible for ensuring that the Advertisements comply with the Act, the FCC Rules and all other applicable federal, state and local laws in effect from time to time, including but not limited to, the Station's compliance with all political broadcasting and sponsorship identification requirements set forth in the Act and the FCC Rules, and for complying with programming supplier agreements and all other matters referred to in Article III, including complete oversight over production of the Advertisements.

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

4.3 Personnel. Representative shall employ and be solely responsible for personnel responsible for carrying out Representative's duties and obligations under this Agreement. Station Owner shall retain and be responsible for its own independent personnel to carry out all duties and obligations not specifically delegated to Representative under this Agreement and to maintain supervision and control over the duties delegated to Representative under this Agreement.

4.4 Access and Right to Use Facilities. Station Owner shall ensure that Representative's personnel are afforded access to, and have the right to use, without charge, the assets, facilities, and properties of the Station to the extent Representative personnel may reasonably desire, for the purposes of conducting the activities Representative deems necessary to fulfill its obligations and enjoy its rights under this Agreement, provided that, when on the property of the Station, Representative's personnel shall be subject to the direction and control of Station Owner and Station Owner's personnel.

4.5 Access to Information. Station Owner shall provide Representative with access to such data and information as Representative may reasonably require regarding Commercial Time and Advertising Inventory. Station Owner agrees to furnish Representative, upon request, such data and information Representative deems necessary for the sale of Advertising Inventory, including overnight ratings and other audience research information. Representative shall keep such information confidential if Station Owner identifies such information as confidential, in writing.

4.6 Interruption of Operations. If, for any reason, the service of the Station is interrupted or the Station does not operate full time at its maximum authorized facilities ("Maximum Facilities"), Station Owner shall immediately notify Representative of such interruption and shall immediately undertake such actions that are necessary to restore the Maximum Facilities and shall fully cooperate with Representative in providing make goods or other accommodations to advertisers affected by such interruption.

4.7 Control. Station Owner shall maintain full control over the operations of the Station, including, but not limited to, management, programming, program preemption, finances, editorial policies, personnel, facilities and compliance with the Act, the FCC Rules, and all other applicable laws and regulations in effect from time to time, including, without limitation, the right to accept or reject Advertisements. Nothing contained herein shall give Representative any right to control the management, programming, finances, editorial policies, program preemption, personnel, facilities operations or any other matter relating to the Station. The arrangements contemplated herein do not constitute a partnership or joint venture among the Parties. Representative shall act as agent, on an independent contractor basis, for Station Owner with respect to the sale of the Station's Advertising Inventory and the servicing of such advertising accounts.

4.8 Regulatory Compliance. All arrangements contemplated herein will be subject to, and are intended to comply with, the Act, the FCC Rules and all other applicable federal, state and local laws and regulations in effect from time to time.

4.9 Compliance With Law. Station Owner agrees that, throughout the term of this Agreement, Station Owner shall comply with the Act, the FCC Rules and all other laws and regulations applicable to this Agreement. Representative agrees that, throughout the term of this Agreement, and to the extent it is so subject, Representative shall comply with the Act, the FCC Rules and all other laws and regulations applicable to the obligations of Representative under this Agreement.

4.10 Challenge. If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, Representative and Station Owner shall jointly defend the Agreement and their respective performance hereunder, throughout all such proceedings. In the event that any provision of the Agreement or the application thereof to any Person, entity or circumstance shall be deemed invalid or unenforceable to any extent, by any court, administrative agency, or similar governmental authority, the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, provided that, if such invalidity or unenforceability should change the basic economic positions of the Parties, the Parties shall negotiate in good faith such changes and other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. In the event that the court, administrative agency or other similar governmental authority does not approve any such reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have, a material adverse effect on Station Owner or Representative (or any of their respective Affiliates), or in the event the Parties are unable to reach an agreement as to how to reform the Agreement, such failure to agree or obtain approval shall not be deemed an event of default by any Party hereunder.

## ARTICLE 5

### TERM AND TERMINATION; ASSIGNMENT; UNENFORCEABILITY

5.1 Term and Termination. The Term of this Agreement shall commence on the date of execution of this Agreement and shall terminate \_\_\_\_\_ from that date; provided, that, this Agreement shall automatically renew for one additional \_\_\_\_\_ term unless any Party notifies the other Parties, in writing, \_\_\_\_\_ prior to the expiration of the existing term, of its desire not to renew this Agreement.

5.2 Events of Termination. Notwithstanding Section 5.1, this Agreement shall terminate (i) at the option of Representative upon the consummation of the Sale, assignment, transfer or other disposition, directly or indirectly, to any Person that is not an Affiliate of Station Owner of all or substantially all of the Station's assets, including the FCC licenses and authorizations for the Station; provided, however, such Sale, assignment, transfer or other disposition under or pursuant to the Credit Guarantee Agreement, as in effect on the Closing

Date (as defined in the Credit Guarantee Agreement), shall cause an automatic termination not requiring consent of Representative;; (ii) by mutual written consent of the Parties; (iii) upon the termination of the Shared Services Agreement; (iv) at the option of any Party in the event that following a challenge of this Agreement as set forth in Section 4.10, a court, administrative agency or other similar governmental authority does not approve any such reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have, a material adverse effect on Station Owner or Representative (or any of their respective Affiliates), or the Parties are unable to reach an agreement as to how to reform the Agreement; (v) at the option of any Party in the event of a material breach of this Agreement by any other Party (provided that the terminating Party is not then in breach), which breach is not cured within \_\_\_\_\_ of written notice thereof to the breaching Party; or (vi) at the option of Representative should the FCC revoke or fail to renew the Station license and all appeals of such action have been exhausted before the FCC and any court with jurisdiction over such action.

5.3 Assignment. None of the Parties may assign its rights and/ or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Parties, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any other person or entity any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

## ARTICLE 6

### REPRESENTATIONS AND WARRANTIES

#### 6.1 Representations and Warranties of Station Owner.

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

6.1.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by Station Owner is within the corporate powers of Station Owner and has been duly and validly authorized by all necessary corporate action on the part of Station Owner. This Agreement has been duly executed and delivered by Station Owner and constitutes a valid and binding agreement of Station Owner enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.



### 6.1.3 Licenses and Authorizations.

(a) Schedule 6.1.3 hereto contains a true and complete list of all Station Authorizations. Station Owner is the authorized and legal holder of all of the Station Authorizations.

(b) The Station Authorizations are valid and in full force and effect, and have been complied with in all material respects. Except as set forth in Schedule 6.1.3, to the knowledge of Station Owner, no investigation, notice of investigation, forfeiture, violation, order, complaint, action or other proceeding is pending or threatened before the FCC or any other governmental authority to revoke, refuse to renew or modify such Station Authorizations which could in any manner threaten or adversely affect the Station Authorizations or the Station's operations as presently conducted. To the knowledge of Station Owner, no event has occurred which permits, or after notice or lapse of time would permit, the revocation or termination of the Station Authorizations or the imposition of any restriction thereon of such a nature as may materially limit the business or operations of the Station as now conducted. Station Owner will undertake in good faith to keep the Station Authorizations in full force and effect throughout the term of this Agreement. All returns, notices, reports, statements or other filings currently required to be filed by Station Owner with the FCC and all material returns, notices, reports, statements or other filings currently required to be filed by Station Owner with any other federal, state, or local governmental authority, in each case with respect to the Station, have been filed and complied with in all material respects.

### 6.2 Representations of Representative.

6.2.1 Organization and Standing. Representative is duly incorporated and is validly existing and in good standing as a corporation under the laws of the State of Delaware. Representative has the requisite corporate power and authority to enter into and perform its obligations under this Agreement.

6.2.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by Representative is within the corporate powers of Representative and has been duly and validly authorized by all necessary corporate action on the part of Representative. This Agreement has been duly executed and delivered by Representative and constitutes a valid and binding agreement of Representative enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

## ARTICLE 7

### MISCELLANEOUS

7.1 Headings; Entire Agreement; Amendment. The article, section and subsection headings of this Agreement are for convenience of reference only and will not control or affect the meanings or construction of the provisions of this Agreement. This Agreement, together with the Shared Services Agreement, embodies the entire agreement among the Parties with

respect to the subject matter hereof. This Agreement supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof, and there are no other agreements, representations, or understandings, oral or written, among the Parties with respect thereto. This Agreement may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

7.2 Waiver. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly so stated in writing.

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

7.4 Schedules. The Schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement with the same force and effect as if set forth in the text of this Agreement.

7.5 Rights Cumulative. Except as set forth herein, all rights, powers, privileges and remedies herein given to the parties hereto are cumulative and not alternative, and are not exclusive of any rights, powers, privileges or remedies which the Parties may have at law or by statute under this Agreement or otherwise.

7.6 Governing Law. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein.

7.7 Third Party Rights. Nothing in this Agreement (including the Schedules attached hereto, or any ancillary agreement, instrument or document contemplated hereby or relating hereto) shall be deemed to create any right with respect to any person or entity not a party to, or any property not subject to, this Agreement.

7.8 Press Releases. Except as otherwise required by law, Station Owner and Representative shall, prior to the issuance of any press release relating to the transactions contemplated by this Agreement, (a) submit the text of the proposed press release to the other party, and obtain the approval of such party to the press release, which approval shall not be unreasonably withheld; and (b) use its best efforts to characterize the other party, in any other public statements made by the party making such statement about the other party, on substantially the same basis as in any press release made by the party making such statement.

7.9 Force Majeure. If an event such as a strike, labor dispute, fire, flood or other act of God, war, public disaster, or other reason completely beyond the cause or control of Station Owner or Representative prevents such party or its personnel from performing tasks which they are required to perform under this Agreement, then such failure will not be a breach of this Agreement and such Party shall be excused from such performance during that time.



7.10 Right of Set-off. Upon the occurrence and during the continuance of any default in the payment of the Services Fee under the Shared Services Agreement, Representative is authorized at any time and from time to time, to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by Representative or any of its Affiliates to or for the credit or the account of Station Owner or any of its Affiliates (including, but not limited to, all amounts collected for the Advertising Inventory) against any and all of the Station Owner's obligations to pay such Services Fee now or hereafter existing whether or not Representative shall have made any demand under this Agreement or pursuant to the Shared Services Agreement. Representative agrees promptly to notify Station Owner after any such set-off and application made by Representative or its Affiliates; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of Representative under this Section 7.10 are in addition to the other rights and remedies (including other rights of set-off) which Representative may have.

7.11 Notices. Any notice, request, demand or consent required or permitted to be given under this Agreement shall be in writing (including telexes, telecopies, facsimile transmissions and similar writings) and shall be effective when transmitted and confirmation of receipt is obtained for telexes, telecopies, facsimile transmissions and similar writings; when delivered personally; after being sent by recognized overnight courier; and after being sent by registered mail, first class, postage prepaid, return receipt requested; in each case to the following address or telecopier number, as applicable:

If to Representative or Parent to:

ComCorp of Tyler, Inc.  
c/o Communications Corporation of America  
P.O. Box 53708  
Lafayette, Louisiana 70501  
Attention: Chief Executive Officer  
Telephone: 337-237-1142  
Telecopier: 337-237-1373

If to Station Owner to:

White Knight Broadcasting of Longview, Inc..  
9257 Bailey Lane  
Fairfax, Virginia, 22031-1903  
Attention: President  
Telephone: 703-359-7605  
Telecopier: 703-253-2053

with copies to:

Wolf, Block, Schorr & Solis-Cohen, LLP  
250 Park Avenue  
Suite 1000

New York, New York 10177  
Attention: Stuart A. Shorestein  
Telephone: (212) 883-4923  
Telecopier: (212) 986-0604

or at such other address as any Party shall specify by written notice to the other Parties.

## ARTICLE 8

### MISCELLANEOUS

8.1 Indemnification of Station Owner. Representative agrees to indemnify and hold harmless Station Owner for any liabilities resulting from or related to any breach by Representative of any provision hereof, and all other matters arising out of or related to the obligations or performance of Representative under this Agreement.

8.2 Indemnification of Representative. Station Owner agrees to indemnify and hold harmless Representative for any liabilities resulting from or related to any breach by Station Owner of any provision hereof, and all other matters arising out of or related to the obligations or performance of Station Owner under this Agreement.

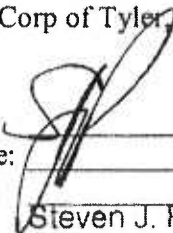
8.3 Consent to Jurisdiction. Each of the parties hereto hereby consents to the exclusive jurisdiction and venue of the courts of the State of New York located in the County of New York and the United States District Court for the Southern District of New York with respect to any matter relating to this Agreement and performance of the parties' obligations hereunder, the documents and instruments executed and delivered concurrently herewith or pursuant hereto and the performance of the parties' obligations thereunder, and each of the parties hereto hereby consents to the personal jurisdiction of such courts and shall subject itself to such personal jurisdiction. Any action, suit or proceeding relating to such matters shall be commenced, pursued, defended and resolved only in such courts and in any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts. Service of process in any action, suit or proceeding relating to such matters may be made and served within or outside the State of New York, County of New York or the Southern District of New York by registered or certified mail to the parties and their representatives at their respective addresses specified in Section 7.11 hereof, provided that a reasonable time, not less than 30 days, is allowed for response. Service of process may also be made in such other manner as may be permissible under the applicable court rules.

8.4 No Jury Trial. The Parties do hereby knowingly, voluntarily, intentionally, and irrevocably waive any right any party may have to a jury trial in every jurisdiction in any action, proceeding, or counterclaim brought by either of them against the other or its respective successors, or assigns in respect of any matter arising out of or in connection with this Agreement or any other document executed and delivered by any party in connection herewith (including without limitation any action to rescind or cancel this Agreement, and any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable).


[signature page follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

ComCorp of Tyler, Inc.

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

Steven J. Pruett  
Chief Executive Officer  
Communications Corporation of America

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

Steven J. Pruett  
Chief Executive Officer  
White Knight Broadcasting of Longview,  
Inc.

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

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.


ComCorp of Tyler, Inc.

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

Communications Corporation of America

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

White Knight Broadcasting of Longview,  
Inc.

By:   
Name: \_\_\_\_\_  
Title: **ANTHONY J. MALARA III**  
**PRESIDENT**