



August 31, 1999

Alex Shields
2320 27TH Avenue
Meridian, MS 39302

Dear Alex:

In compliance with the LMA agreement dated August 1, 1995 between WMDN, Inc. and Global Communications, please consider this correspondence as WMDN's notice of Programmers intent to exercise the renewal option of an additional five (5) year period beginning August 1, 2000.

All conditions and terms as set forth in the original agreement remain intact.

Thank you for your consideration.

Sincerely,

Marc D. Grossman
Vice President / General Manager
WMDN, Inc.

*received in person
Alex Shields*

**AGREEMENT EXTENDING
PROGRAM SERVICES AGREEMENT OF AUGUST 1, 1995**

Pursuant to Section 3 of that certain agreement dated August 1, 1995, entitled "Program Services Agreement" between Global Communications, Inc. and WMDN, Inc., the parties do agree that WMDN, Inc. did, on August 1, 1999, give to Global Communications, Inc. its intent to exercise the renewal option for one additional five (5) year period beginning August 1, 2000. A copy of said notice is attached hereto.

The parties, therefore, do agree that that certain agreement existing between them and being dated August 1, 1995, is hereby extended in accordance with its terms for a period of five (5) years, beginning August 1, 2000, and in all respects said agreement remains in full force and effect.

WITNESS the signatures of the parties in duplicate originals, this the 15 day of

Nov.
October, 1999.

GLOBAL COMMUNICATIONS, INC.

BY: *[Signature]*

Subscribed and sworn before me
this 15th day of November 1999.

Carolyn Disenberry
Notary Public

WMDN, INC.

BY: *[Signature]*
[Signature]

Subscribed and sworn before me
this 15th day of November, 1999.

Janie Rayner Brown
Janie Rayner Brown - Notary Public

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MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 20, 2004
BONDED THRU STEGALL NOTARY SERVICE

PROGRAM SERVICES AGREEMENT

Program Services Agreement ("Agreement") dated August 1, 1995 by and between Global Communications, Inc. ("Licensee")-licensee of Station WGBC (TV), (the "Station") and WMDN, Inc. ("Programmer").

WHEREAS, Licensee, an NBC affiliate, has available broadcasting time and is engaged in the business of broadcasting on the Station, and

WHEREAS, Programmer desires to avail itself of Station's broadcast time for up to twenty-four (24) hours per day, in conformity with all rules, regulations, and policies of the Federal Communications Commission ("FCC"), all applicable statutes and laws, and all rules, regulations, and policies of any applicable regulatory body or agency;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

WITNESSETH:

1. Facilities. Licensee agrees to make 98% of its broadcasting transmission facilities available to Programmer and to broadcast on the Station, or to cause or to allow to be broadcast, for all or substantially all of the Station's air time, as set forth in this Agreement, programs produced or provided by Programmer. Programmer shall provide

entertainment programming of its selection, together with commercial matter, news, public service announcements, and other suitable programming for broadcast on the Station. Programmer shall also have the right to provide telecommunications service on the vertical blanking interval and the right to use the Station's TV aural baseband subcarriers and to derive revenue from such use. The compensation to be paid to the Licensee for the programs shall be as set forth in Attachment I hereto. Licensee represents that it has a studio at Meridian, Mississippi.

2. **Payments.** Programmer hereby agrees to pay to Licensee, for the broadcast of the programs provided by Programmer, the amounts specified in Attachment I on a monthly basis. Payment for the programs are due and payable on the last day of the calendar month. All compensation paid or payable to the Station from NBC for the Third Quarter 1995 shall be the property of the Licensee. All compensation from NBC paid thereafter shall be the property of the Programmer.

3. **Term.** The initial term of this Agreement shall be for a period of five (5) years from the effective date of this Agreement as hereinafter specified. Unless this Agreement is terminated, as provided herein, prior to its scheduled expiration date, Programmer has the option of two consecutive 5 year renewals at its sole option. Notice of Programmer's exercise of the renewal option must be delivered to Licensee no later

than sixty (60) days prior to expiration of the current 5 year term.

4. **Programs.** Programmer shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be in good taste and in accordance with FCC requirements and other applicable laws or regulations. All programs shall be prepared and presented in conformity with the requirements prescribed in Attachment II hereto, with all costs related hereto paid by Programmer.

5. **Handling of Mail.** Except to the extent required to assure compliance with FCC requirements governing maintenance of the station's public inspection file, Licensee shall not be required to receive or handle mail, facsimile transmissions, cables, telegraph or telephone calls, in connection with programs broadcast hereunder unless Licensee at the request of Programmer has agreed in writing so to do. Programmer shall, however, maintain a telephone line exclusively for the use of Station, so that the public will have an available phone line on which to call Licensee concerning station.

6. **Programming and Operations Standards.** Programmer agrees to abide by the standards set forth in Attachment II in its programming and operations. Programmer further agrees that if, in the sole judgment of Licensee or its Station's General Manager, Programmer does not comply with said standards, Licensee may suspend or cancel any

program not in compliance.

7. **Responsibility for Employees and Expenses.** The parties' responsibilities for Employees and expenses are as follows:

A. Licensee shall retain full responsibility for the Station's compliance with all applicable provision of the Communications Act of 1934, as amended, the rules, regulations, and policies of the FCC and all other applicable laws, including, without limitation, laws relating to equal employment opportunity, human exposure to radio frequency radiation, and the safety of air navigation. Licensee shall engage its own general manager/chief operator for the Station who shall be responsible to Licensee and not to Programmer for overseeing the day-to-day operations and programming of the Station and the Station's compliance with all engineering requirements. Licensee's general manager/chief operator will report and be accountable solely to Licensee and shall have no employment or consulting relationship with Programmer. Licensee shall be responsible for the salaries, taxes, insurance and related cost of all personnel employed by Licensee. Licensee shall maintain all authorizations required for the construction and operation of the Station in full force and effect during the term(s) of the Agreement, unimpaired by any acts or omissions of the Licensee. Licensee represents that there is not now pending or, to Licensee's knowledge, threatened, any action by the FCC or any other party that

may adversely affect any of the authorizations necessary for the operation of the Station. Licensee shall not sell, transfer, assign, pledge, or otherwise dispose of any of the assets used for the operation of the station, except with the prior written consent of the Programmer, and such consent shall not be unreasonably withheld, if such action would adversely affect Programmer's performance hereunder or the business operations of Programmer permitted hereby. Licensee shall cooperate with Programmer, at Programmer's expense, in making such arrangements as Programmer shall reasonably request to deliver Programmer's programming from any remote location to the Station's transmitter site.

B. Programmer's Responsibilities. Programmer, for all programs produced or provided by it, is responsible for the Station's compliance with all engineering requirements as well as all applicable provision of the Communications Act of 1934, as amended, the rules, regulations, and policies of the FCC and all other applicable laws and statutes, including, without limitation, laws relating to equal employment opportunity, Americans with Disabilities Act, Family Medical Leave Act, human exposure to radio frequency radiation, and the safety of air navigation. Programmer shall employ and be responsible for the salaries, taxes, insurance, and related

costs for all personnel used in the production and/or providing of the programs supplied to the Station hereunder, and all other costs incurred by Programmer for the acquisition or production of such programs or operation of the Station. Programmer shall be responsible for any expenses incurred in the origination and/or delivery of programming from any remote location to the Station's transmitter site, and for any publicity or promotional expenses incurred by the Programmer. Programmer shall be responsible for all maintenance associated with the Station, its studio, and transmitter. Notwithstanding anything to the contrary, Programmer shall be responsible for any replacement parts and equipment required for the operation of the Station and all such parts and equipment become the property of the Licensee. Licensee shall, during the term of this agreement, maintain all authorizations required for the construction and operation of the Station in full force and effect, unimpaired by any acts or omissions of the Programmer. Licensee represents that there is not now pending or, to Licensee's knowledge, threatened, any action by the FCC or any other party that may adversely affect any of the authorizations necessary for the operation of the Station. Licensee shall not sell, transfer, assign, pledge, or otherwise dispose of any of the assets used for the operation of the station, except with the prior written consent of the Programmer. Programmer will coordinate with Licensee to insure that the programming includes

material that relates to the community problems, needs, interests, including the needs of children for educational and informational programming. Programmer shall maintain full replacement value insurance on the Station's transmitter, transmission line, and antenna and, in the event of any loss or damage to such property, Programmer shall use the proceeds of any applicable insurance policies to replace, restore or repair the lost or damaged property as promptly as practicable. Programmer shall cover with insurance all vehicles used in connection with this Agreement as follows:

Commercial Automobile

Liability	\$1,000,000.00
Uninsured Motorists	\$1,000,000.00
Comprehensive	\$ 250.00 Deductible
Collision	\$ 500.00 Deductible
Hired & Non-Owned	
Liability	\$1,000,000.00
Hired Physical Damage	\$ 55,000.00

Additionally, Programmer will insure the building in Meridian, Mississippi presently used by Station WGBC (TV) with the following insured:

Commercial Property

Blanket Building & Contents	\$ 299,500.00
Tower & Equipment	\$ 220,000.00
Transmitting & Other Equip.	\$1,100,000.00
Mobile Equipment	\$ 55,000.00

Programmer shall also have a general liability insurance policy to protect itself and Licensee as follows:

Liability

General Aggregate	\$1,000,000.00
Products/Comp Operations	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	\$ 50,000.00
Medical Expenses	\$ 5,000.00

8. Operation of Station. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the period of this Agreement. Licensee shall select and employ the general manager/chief operator of Station, who shall report solely to and be accountable solely to Licensee and who shall direct the day-to-day operations of the Station. Licensee shall retain control in its absolute discretion over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt any programs in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, or those interests of East Mississippi or West Alabama, and the right to take any actions necessary for compliance with the laws of the United States, the State of

Mississippi and the rules, regulations and policies of the FCC. If Licensee chooses to exercise its right to reject programming, including that which is unsuitable or contrary to public interest, the Programmer's payment to Licensee shall be reduced on a pro rata basis based on the amount of programming so rejected. Notwithstanding anything herein to the contrary, in the event Licensee preempts Programmer's programs for a broadcasting day, Programmer shall receive a payment credit of \$1900 for each day in which Programmer's broadcasting was interrupted. If broadcasting is terminated for two or more hours on each of three or more days in a calendar month by the Licensee, then the amount payable to Licensee for the month pursuant to Attachment I hereto shall be zero. So that Licensee will have the ability to effectively exercise this provision of the agreement, Programmer shall provided to Licensee on Sunday of every week its planned program schedule for the upcoming week.

9. Special Events. Licensee reserves the right in its discretion to preempt any of the broadcasts of the programs referred to herein, and to use part or all of the time contracted for herein by Programmer for broadcast of special news events of public importance to Meridian, East Mississippi or West Alabama and other communities and areas within the coverage contour of the Station. In all such cases, Licensee will use its best efforts to give Programmer reasonable notice of its intention to preempt such

broadcast or broadcasts.

10. **Broadcast Interruption.** Any failure or impairment of facilities or any delay or interruption in broadcasting programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes or threats thereof, or force majeure, or due to causes beyond the control of Licensee and Programmer, shall not constitute a breach of this Agreement.

If interruptions occur due to equipment failure or malfunction, that are not in any way due to the intentional acts or negligence of Programmer, either in the maintenance or operation of the Station, which cause the station broadcast operation to be interrupted, for more than a total of two hours per day, on each of two or more days (whether or not consecutive) during one calendar month, Programmer shall give Licensee written notice of such interruption and the reason therefor. Programmer shall then have twenty (20) days to replace any equipment whose failure or malfunction has caused such interruption, which time may be extended by mutual agreement of the parties. If Programmer fails to replace such equipment by the end of the 20 days, or by the end of such other period as the parties agree, then the Licensee will have the option of pursuing its remedies under Paragraph 15(D) of this Agreement. In no event may Programmer terminate this Agreement if broadcasting on the Station is interrupted due to the failure

for any reason of the Programmer to maintain the Station in proper working order.

11. **Advertising, Programming, and Other Contracts.** The right to use the programs and to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer. Programmer shall be entitled to all revenue from the sale of advertising or program time on the Station. Programmer assumes all obligations of Licensee under any contract, agreement or arrangement relating to advertising and/or programming, entered into by Licensee. Programmer shall honor those contracts for tower use and Programmer is entitled to all revenue derived therefrom. In any event, Programmer shall use ~~all~~ ^{the} revenues derived from the operation of the Station to pay the operating costs and expenses of the Station.

12. **Payola.** Programmer agrees that Programmer will not accept any compensation of any kind or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Programmer agrees to execute and provide Licensee with a Payola Affidavit, substantially in the form which is attached hereto as Attachment

III.

13. **Compliance with Law.** Programmer agrees that throughout the term of this Agreement Programmer will comply with all laws and regulations applicable in the conduct of Licensee's business.

Licensee shall coordinate with Programmer the Station's station identification announcements so that Licensee's announcements are aired in accord with FCC rules. In addition, Licensee and Programmer shall coordinate the broadcast of such sponsorship identification announcements as are necessary and appropriate concerning the programming supplied by Programmer hereunder. Licensee shall maintain a main studio within the Station's principal community contour, or at such other location as may be authorized by the FCC, and shall also maintain the Station's local public inspection file in Meridian, Mississippi or at such other location which, in the opinion of Licensee, would comply with FCC regulations. Programmer shall cooperate fully with Licensee to ensure that the public inspection file includes all information required by the Commission's rules, including its political broadcasting rules.

14. **Indemnification; Warranties.** Programmer warrants that the broadcasting of the programs, excluding any and all programs broadcast by Licensee in lieu of

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Programmers programming, and operation of the Station will not violate any applicable laws, statutes, regulations, rules, or rights of others. Programmer agrees to hold harmless and indemnify Licensee, the Station, its agents, officers, board of directors, employees, and subsidiaries, from any and all claims, damages, liability, costs and expenses, including counsel fees (at trial and on appeal), arising from the operation of the station, or production and/or broadcasting of the programs. Licensee reserves the right to refuse to broadcast any and all programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be, violative of any right of theirs or which may constitute a personal attack as the term is defined by the Federal Communications Commission.

Programmer shall indemnify, defend, and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of (i) Programmer's broadcasts under this Agreement; (ii) any misrepresentation or breach of any warranty of Programmer contained in this Agreement; and (iii) any breach of any covenant, agreement or obligation of Programmer contained in this Agreement.

Licensee shall indemnify, defend, and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description, arising out of (i) Licensee's broadcasts under this Agreement; (ii) any misrepresentation or breach of any warranty of Licensee contained in this Agreement; and (iii) any breach of any covenant, agreement or obligation of Licensee contained in this Agreement.

15. **Events of Default.** The following shall, after the expiration of the applicable cure periods, constitute Events of Default under the Agreement:

A. **Non-payment.** Programmer's failure to timely pay the consideration provided for in Paragraph 2 hereof;

B. **Default in Covenants.** Programmer or Licensee shall default in the material observance or performance of any material covenant, condition or agreement contained herein;

C. **Breach of representation.** Any material representation or warranty herein made by Programmer or Licensee, shall prove to have been false or misleading in any material respect as of the time made or furnished.

D. **Failure to Broadcast.** If Programmer's broadcasting of Programmer's

programming on the Station is terminated for two or more hours per day (whether or not consecutive) for each of five or more days (whether or not consecutive) during any one calendar month, then Licensee may immediately and unilaterally terminate this Agreement by written notice without allowing Programmer the benefit of cure.

E. Cure Periods. An Event of Default, other than for failure to broadcast, shall not be deemed to have occurred until twenty (20) business days after Licensee has provided Programmer with written notice specifying the event or events that if not secured would constitute an Event of Default and specifying the actions necessary to cure within such period. This period may be extended for a thirty (30) day period of time if the Programmer is acting in good faith to cure and such delay is not materially adverse to Licensee.

F. Termination Upon Default. In the event of the occurrence of an uncured Event of Default by Programmer, Licensee shall be under no further obligation to make available to Programmer any further broadcast time or broadcast transmission facilities and all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable. In the event of the occurrence of an uncured Event of Default by Licensee, Programmer shall be under no further obligation to provide programming for the Station to Licensee. Licensee shall be

liable for any reasonable losses suffered by Programmer or claims asserted against Programmer by third parties as a direct or indirect result of Licensee's default as provided in Paragraph 15 hereof; and Programmer will owe no further sums to Licensee pursuant to this Agreement.

G. Liabilities Upon Termination. Programmer shall be responsible for all liabilities, debts and obligations the Programmer accrues from the purchase of air time and transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements but not for Licensee's Federal and local tax liabilities associated with Programmer's payment to Licensee as provided for herein. In the event of Programmer's breach of this contract or default in any term and the agreement is terminated, Programmer shall be liable for all costs and expenses incurred in the operation of the station and will also be obligated to pay to Licensee within forty-five (45) days of such breach or default, an amount equal to the monies due Licensee for the six months preceding such breach or default.

16. Representations. Both Licensee and Programmer represent that they are legally qualified, empowered, and able to enter into this Agreement, and that this Agreement will not constitute a breach or default under any agreement or certification to which it is a party.

17. **Modification and Waiver.** No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

18. **No Waiver; Remedies Cumulative.** No failure or delay on the part of the Licensee or Programmer in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Programmer herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

19. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Mississippi, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the FCC and all other governmental bodies or authorities presently or hereafter to be constituted.

20. **Headings.** The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

21. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

22. **Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the date on which the executed counterparts are exchanged by the parties.

23. **Effective Date.** This Agreement shall be effective as of 12:01 a.m., August 1, 1995. Notwithstanding any other provision to the contrary, all debts, liabilities, and obligations incurred by Licensee in connection with the Station prior to the effective date hereof shall be and remain solely the debts, liabilities, and obligations of Licensee and Licensee shall be solely responsible for the discharge thereof. All of the Station's accounts receivable and income for services performed prior to such time and date, shall remain the property of Licensee. However, Programmer agrees to use its best efforts to collect, in a reasonable and professional manner, all of Station's accounts receivables and use said

sums to pay Station's accounts payable.

24. **Notices.** Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail, postage prepaid, with return receipt requested, and addressed in accordance with the listing set forth in Attachment IV hereto.

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument.

26. **Severability.** In the event that any provisions contained in this Agreement are held to be invalid, illegal or unenforceable, such event shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

27. **Termination.** If Programmer fails to operate the Station as an NBC affiliate as required by NBC and cancellation of the affiliate agreement with NBC occurs that will be considered a breach of this agreement and this Programming Services Agreement will be terminated and all rights and remedies for breach of this agreement

will be available to Licensee.

28. Licensee and Programmer have entered into this Agreement in reliance on the FCC's current policies and rules permitting time brokerage agreements. If the FCC should change its policies and rules permitting time brokerage agreement, such that performance of this Agreement violates the FCC's rules or is likely to be considered materially adverse in a renewal proceeding, then the parties hereto agree to use their best efforts to reform this Agreement to conform to all new FCC rules and policies prior to the effective date of such rules or policies, including any grandfathering periods the FCC may allow.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original as of the date first above written.

GLOBAL COMMUNICATIONS INC.

By: *Harry Shields*

Title: *Pres.*

WMDN, INC.

By: *Frank [Signature]*

Title: *Pres.*

PROGRAM SERVICES AGREEMENT

ATTACHMENT 1

Compensation to be paid by Programmer to Licensee to be as follows, commencing thirty (30) days after the effective date of this agreement:

- A. Twenty Five Thousand and No/100 Dollars (\$25,000.00) per calendar month for the first twelve (12) months.
- B. Twenty Five Thousand Five Hundred and No/100 Dollars (\$25,500.00) per calendar month for the second twelve month period.
- C. Twenty Six Thousand and No/100 Dollars (\$26,000.00) per calendar month for the third twelve month period.
- D. Twenty Six Thousand Five Hundred and No/100 Dollars (\$26,500.00) per calendar month for the fourth twelve month period.
- E. Twenty Seven Thousand and No/100 Dollars (\$27,000.00) per calendar month for the fifth twelve month period.

In the event Programmer exercises its option to continue this Program Services Agreement, it will pay to Licensee Thirty Thousand and No/100 Dollars (\$30,000.00) per calendar month during the term of the extended option or options.

PROGRAM SERVICES AGREEMENT

ATTACHMENT II

PROGRAM STANDARDS

Programmer agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing, and broadcasting of its programs:

1. **Respectful of Faiths.** The references to particular faiths, tenets, and customs shall be treated with reasonable respect at all times, except that this provision shall not restrain Programmer from airing programs which discuss the views of public figures or experts concerning religion generally or particular religions, or which provide coverage of newsworthy events.
2. **Controversial Issues.** Any discussion of controversial issues of public importance shall comply with current FCC rules and policies, if any.
3. **No Plugola or Payola.** The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

4. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

5. **Election Procedures:** At least forty-five (45) days before the start of any primary election or sixty (60) days prior to the start of any regular general election campaign, Programmer will clear with Licensee's general manager the rate Programmer will charge for the time to be sold to candidates for public office and to make certain that the rate charged conforms to the applicable law and Station policy.

Programmer will charge for the time to be sold to candidates for public office and to make certain that the rate charged conforms to the applicable law and Station policy.

6. **Spot Commercial Limitations.** Upon request by Licensee, Programmer will make available to Licensee a list of all commercial announcements carried during its programming. A request by Licensee for such a list shall be made no later than the tenth day of the calendar month following the calendar month for which the request is made.

7. **Required Announcements.** Programmer shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify Station, (ii) an announcement at the beginning and end of each program day to indicate that program time has been purchased by Programmer, and (iii) any other announcement that may be required by law, regulation, or Station policy.

8. **Credit Terms Advertising.** Any advertising of credit terms shall be made in accordance with the rules of the Federal Trade Commission and state and local law.
9. **Sponsorship Identification.** Programmer shall not receive any consideration in money, goods, services, or otherwise directly or indirectly (including to relatives) from any person or company for the presentation of any programming over the Station without sponsorship identification.
10. **No Illegal Announcements.** No announcements or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over Licensee's Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.
11. **Licensee's Discretion Paramount.** In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, Licensee reserves the right to reject or terminate any programming, including advertising, proposed to be presented or being presented over the Station which is in conflict with Station policy or which in Licensee's or its general manager/chief engineer's sole judgment would not serve the public interest.

12. **Programming Prohibitions.** Programmer shall not broadcast any of the following programs or announcements:

A. **False Claims.** False or unwarranted claims for any product or service.

B. **Unfair Imitation.** Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

C. **Commercial Disparagement.** Any unfair disparagement of competitors or competitive goods.

D. **Obscenity or Indecency.** Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment, as defined by any lawful FCC restrictions on such programming.

E. **Conflict Advertising.** Any advertising matter or announcement which may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public, the Station, or honest advertising and reputable business in general.

Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

In any case where questions of policy or interpretation arise, Programmer shall

submit the same to Licensee for decision before making any commitments in connection therewith.

PROGRAM SERVICES AGREEMENT

ATTACHMENT III

PAYOLA/PLUGOLA AFFIDAVIT

STATE OF _____)

)
) SS.

COUNTY OF _____)

(name and position of affiant)

1. My name is Mona A. Grossman

2. My position is General Manager (position) for WHDN, Inc. (employer)

3. I have held this position since JANUARY 1994 (month/year)

4. I understand that the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission require that when a broadcast station transmits any matter for which money, service, or other valuable consideration is either directly or indirectly paid or promised the station or any employee, or charged by or accepted by the station or any employee, then the station must make an announcement that such matter is sponsored, paid for, or furnished, in whole or in part, and must name the supplier of the valuable consideration in the announcement.

5. I understand that if I receive or am promised any money, service, or other compensation for broadcasting any matter, I must disclose this fact to my employer, so that the announcement which my employer is required by law to make can be broadcast.
6. I understand that if I fail to disclose to my employer the receipt or promise of any money, service, or other compensation for broadcasting any matter, I could be found guilty of committing a felony, and that I could be fined up to \$10,000 or imprisoned for up to one year, or both.
7. I have made the proper disclosure to my employer whenever I have received or been promised any compensation for broadcasting any matter.
8. So far as I know, Station _____ has always properly announced that a broadcast matter was paid for or furnished by the person or organization who supplied the matter or offered compensation for its broadcast.
9. I will neither give nor receive any money, service, or other compensation (from anyone except my employer) in exchange for influencing the preparation or broadcast of any matter on Station _____.
10. I, my spouse, and my immediate family do do not ☒ presently own any interest in (except publicly traded stock, held as an investment), or serve as an officer, director, or employee of any other person, firm or corporation engaged in
- a) The publishing of music;
 - b) The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio or television broadcast use;
 - c) The exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field;

- d) The ownership or operation of one or more radio or television stations;
- e) The wholesale or retail sales of records intended for public purchase;
- f) Advertising on Station _____, or any other station owned by its licensee (excluding nominal stockholdings in publicly owned companies).

11. The facts and circumstances relating to any such interest listed in 10. above are

none ☒

as follows _____:

(Use the back of this sheet if additional space is necessary)

12. Section 507 of the Communications Act of 1934, as amended, provides:

(a) Subject to subsection (d), any employee of a radio station who accepts or agrees to accept from any person (other than such station), or any person (other than such station) who pays or agrees to pay such employee, any money, service or other valuable consideration for the broadcast of any matter over such station shall, in advance of such broadcast, disclose the fact of such acceptance or agreement to such station.

(b) Subject to subsection (d), any person who, in connection with the production or preparation of any program or program matter which is intended for broadcasting over any radio station, accepts or agrees to accept, or pays or agrees to pay, any money, service or other valuable consideration for the inclusion

of any matter as a part of such program or other valuable consideration for the inclusion of any matter as a part of such program or program matter, shall, in advance of such broadcast, disclose the fact of such acceptance or payment matter is being produced, or to the licensee of such station over which such program is broadcast.

(c) Subject to subsection (d), any person who supplies to any other person any program or program matter which is intended for broadcasting over any radio station shall, in advance of such broadcast, disclose to such other person any information of which he has knowledge, or which any person has paid or accepted, or has agreed to pay or accept, for the inclusion of any matter as a part of such program or program matter.

(d) The provisions of this section requiring the disclosure of information shall not apply in any case where, because of a waiver made by the Commission under section 317(d), an announcement is not required to be made under this section.

(e) The inclusion in the program of the announcement required by section 317 shall constitute the disclosure required by this section.

(f) The term "service or other valuable consideration" as used in this section shall not include any service or property furnished without charge or at a nominal charge for use on, or in connection with, a broadcast, or for use on a program which is intended for broadcasting over any radio station, unless it is so furnished in consideration for an identification in such broadcast or in such program of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property in such broadcast or such program.

(g) Any person who violates any provision of this section shall for each such violation be fined not more than \$10,000 or imprisoned not more than one year, or both.

13. Section 73.1212(a) of the Rules of the FCC provides:

(a) When a broadcast station transmits any matter for which money, service, or other valuable consideration is either directly or indirectly paid or promised to, or charged or accepted by such station, the station, at the time of the broadcast, shall announce:

(1) That such matter is sponsored, paid for, or furnished, either in whole or in part, and

(2) By whom or on whose behalf such consideration was supplied; Provided, however, that "service or other valuable consideration" shall not include any service or property furnished either without or at a nominal charge for use on, or in connection with, a broadcast unless it is so furnished in consideration for an identification of any person, product, service, trademark, or brand name beyond an identification reasonably related to the use of such service or property on the broadcast.

14. I have read and I understand the foregoing statements, and they are true and correct of my personal knowledge.

Executed on:

7-18-95
(date)

(Signature)

STATE OF Miss)

) SS. 425-96-6030

COUNTY OF Lauderdale)

On this 19 day of July, 1995

before me personally came Marla Kinsman, to me known and known to me to be the individual described in the foregoing affidavit and who executed the foregoing affidavit in my presence as their voluntary and willful act.

[Signature]
Notary Public



My commission expires: _____

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 15, 1998
BONDED THRU STATE NOTARY SERVICE

PROGRAM SERVICES AGREEMENT

ATTACHMENT IV

If the notice is to Licensee:

H. Alex Shields
2320 27th Avenue
Meridian, Ms. 39301

cc: Todd Stansbury
Wiley, Rein & Fieldi
1776 K Street
Washington, D.C. 20006

If the notice is to Programmer:

Frank K. Spain
WTVA, Inc.
P.O. Box 350,
Tupelo, MS 38801


cc: Henry A. Solomon, Esq.
HALEY, BADER & POTTS
4350 N. Fairfax Drive
Arlington, Virginia 22203

GUARANTY

The undersigned, Frank K. Spain, does hereby, in his individual capacity, execute this Guaranty Agreement in favor of Global Communications, Inc., for and on behalf of WMDN, Inc., and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, including the execution by Global Communications, Inc. of a certain Program Services Agreement dated August 1, 1995, the undersigned does hereby agree to herein perform all obligations of WMDN, Inc. in said Program Services Agreement should said WMDN, Inc. not perform same.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the 17 day

of July, 1995.


FRANK K. SPAIN

WITNESS:

Mary A. Thompson

Amendment to Program Services Agreement
Stations WMDN
Meridian, MS

**LOCAL PUBLIC INSPECTION
COPY**

The attached material was filed with the Federal Communications Commission, Washington, D.C., on the date indicated below.

Do not remove from or add to the attached materials.

Section 73.326 of the FCC rules and Regulations requires that this material be kept on file for public inspection during regular business hours.

GARVEY SCHUBERT BARD
Fifth Floor

1000 Pennine Street, N.W.
Washington, D.C. 20007
Telephone: (202) 965-7330
Fax: (202) 962-1709

Date: April 4, 2005



WASHINGTON, DC OFFICE

fifth floor

flour mill building

1000 potomac street nw

washington, dc 20007-3501

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portland, oregon

seattle, washington

GSBLAW.COM

GARVEY SCHUBERT BARER

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

Please reply to HENRY A. SOLOMON
hsolomon@gsblaw.com TEL (202) 298-2529

April 4, 2005

Our File No. 20964-00100-61

Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Room TW-B204-C
Washington, DC 20554

Reference: WMDN, Inc.
Meridian, MS
WMDN (TV)
Facility ID # 73255

Dear Madam Secretary:

Enclosed please find an Amendment to a Program Services Agreement between WMDN, Inc., and the licensee of WGBC (TV). Both stations are licensed to Meridan, MS.

The monetary consideration relating to this transaction has been redacted.

Should you have any questions concerning this matter, please communicate with the undersigned.

Respectfully submitted,

WMDN, INC.

By: 

Henry A. Solomon

HAS:ar
Enclosure

AMENDMENT TO
PROGRAM SERVICES AGREEMENT

THIS AMENDMENT TO PROGRAM SERVICES AGREEMENT (this "Amendment") is made as of March 31, 2005, between Global Communications, Inc. (the "Licensee"), and WMDN, Inc. (the "Programmer").

Recitals

A. Licensee and Programmer are parties to that certain Program Services Agreement, dated August 1, 1995 (the "Agreement").

B. Licensee and Programmer desire to amend the Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties agree as follows:

1. Amendments.

(a) Term. Section 3 of the Agreement is hereby amended by deleting the second sentence thereof and replacing it with the following provision:

Unless this Agreement is terminated, as provided herein, prior to its scheduled expiration date, Programmer has the option to request two consecutive 5 year renewals, which may or may not be granted, in Licensee's sole discretion.

(b) Operation of Station. Section 8 of the Agreement is hereby amended by deleting the following provision:

If broadcasting is terminated for two or more hours on each of three or more days in a calendar month by the Licensee, then the amount payable to Licensee for the month pursuant to Attachment I hereto shall be zero.

(c) Attachment I. Attachment I of the Agreement is hereby amended by deleting the last sentence thereof and replacing it with the following provision:

In the event Licensee approves of Programmer exercising an option to continue this Program Services Agreement, Programmer will pay to Licensee \$1,000 per calendar month during the term of the extended option or options.

2. Miscellaneous. Except as expressly set forth herein, the Agreement has not been amended or modified and remains in full force and effect. This Amendment may be executed in separate counterparts each of which shall be deemed an original but which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AMENDMENT TO
PROGRAM SERVICES AGREEMENT

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

LICENSEE:

GLOBAL COMMUNICATIONS, INC.

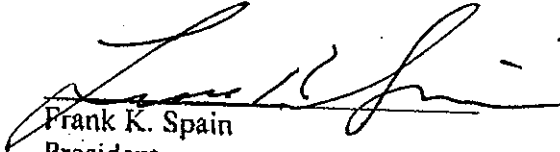
By:

Phyllis Shields Nuckolls
President

PROGRAMMER:

WMDN, INC.

By:


Frank K. Spain
President

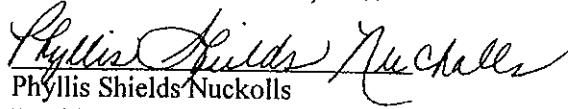
SIGNATURE PAGE TO AMENDMENT TO
PROGRAM SERVICES AGREEMENT

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

LICENSEE:

GLOBAL COMMUNICATIONS, INC.

By:


Phyllis Shields Nuckolls
President

PROGRAMMER:

WMDN, INC.

By:

Frank K. Spain
President

(Second) Amendment to Program Services Agreement

WMDN-WGBC

Meridian, MS

**LOCAL PUBLIC INSPECTION
COPY**

The attached material was filed with the Federal Communications Commission, Washington, D.C., on the date indicated below.

Do not remove from or add to the attached materials.

Section 73.3526 of the FCC rules and Regulations requires that this material be kept on file for public inspection during regular business hours.

GARVEY SCHUBERT BARER

Fifth Floor

1000 Potomac Street, NW

Washington, DC 20007

Telephone: (202) 965-7880

Fax: (202) 962-1729

Date: August 15, 2005

WASHINGTON, DC OFFICE

fifth floor

flour mill building

1000 potomac street nw

washington, dc 20007-3591

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portland, oregon

seattle, washington

GSBLAW.COM

GARVEY SCHUBERT BARER

Please reply to HENRY A. SOLOMON
hsolomon@gsblaw.com

August 15, 2005

Our File No. 20964-00100-61

Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Room TW-B204-C
Washington, DC 20554

**Reference: WMDN, Inc.
WMDN (TV), Meridian, MS
Amendment to Program Services Agreement**

Dear Madam Secretary:

Please associate the attached July 29, 2005 second AMENDMENT TO PROGRAM SERVICES AGREEMENT, with the Program Services Agreement of August 1, 2005, between WMDN, Inc., and Global Communications, Inc., licensee of WGBC (TV), Meridian, MS.

Thank you for your attention to this matter.

Respectfully submitted,

WMDN, INC.

By: 

Henry A. Solomon
Its Attorney

cc: Public Inspection File

AMENDMENT TO PROGRAM SERVICES AGREEMENT

This Amendment is made this 29th day of July, 2005 to that certain Program Services Agreement (the "Agreement") dated as of August 1, 1995 and amended on March 31, 2005, by and between WMDN, Inc. ("Programmer") and Global Communications Inc., licensee of WGBC(TV), Meridian, Mississippi ("Licensee").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Programmer and Licensee agree as follows:

1. Paragraph 3 of the Agreement is amended to further extend the Term for a period of 90 days, to and including November 1, 2005 (the "90-Day Extension Period"), provided however on or before November 1, 2005, Programmer shall have the option to request a further extension of the Term for an additional four years and nine months, to and including August 1, 2010, which may or may not be granted, in Licensee's sole discretion.

2. Notwithstanding anything herein, during the 90-Day Extension Period, Programmer shall be relieved of only the obligation to pay Licensee the monthly amount specified in Attachment I to the Agreement. All other terms and provisions of the Agreement shall remain in force.

IN WITNESS WHEREOF, and to evidence their assent to the foregoing, the parties have executed this Amendment to Program Services Agreement.

GLOBAL COMMUNICATIONS, INC.

By: *Stephen H. McClure*
Title: *President*

WMDN, INC.

By: *David H. Hester*
Title: *Vice President + Secretary*

Robert M. Ledbetter, LLC
Amendment to TBA

LOCAL PUBLIC INSPECTION COPY

The attached material was filed with the Federal Communications Commission, Washington, DC, on the date indicated below.

Section 73.3526 of the FCC rules and Regulations requires that this material be kept on file for public inspection during regular business hours.

Do not remove from or add to the attached materials.

GARVEY SCHUBERT BARD

18th Floor

1000 Potomac Street, NW

Washington, DC 20007

Telephone (202) 965-7880

Fax (202) 962-1729

Date: October 27, 2006

WASHINGTON, DC OFFICE
fifth floor
flour mill building
1000 potomac street nw
washington, dc 20007-3501

TEL 202 965 7880 FAX 202 965 1729

OTHER OFFICES
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portland, oregon
seattle, washington

GSBLAW.COM

GARVEY SCHUBERT BARER

ATTORNEYS AT LAW

Please reply to HENRY A. SOLOMON
hsolomon@gsblaw.com TEL EXT 2529

October 27, 2006

Our File No. 21996-00100-60

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
c/o Natek, Inc.
236 Massachusetts Avenue, NE, Suite 110
Washington, DC 20002

ROBERT M. LEDBETTER, LLC
Facility Id. # 24314

Dear Madam Secretary:

Submitted herewith on behalf of Robert M. Ledbetter, licensee of WGBC (TV), Meridian, MS is an amendment to its Program Services Agreement with WMDN, Inc., licensee of WMDN (TV), Meridian, MS. Both stations operate in the same television market. See Section 73.3613.

Should you have any questions, please contact the undersigned.

Respectfully submitted,

ROBERT M. LEDBETTER, LLC

By: 

Henry A. Solomon
Its Attorney

Enclosure

October 27, 2006
Page 2



GARVELY SCHUBERT BARRER

bcc: Mr. Robert M. Ledbetter (Tupelo and Meridian)

FOURTH AMENDMENT TO PROGRAM SERVICES AGREEMENT

This Fourth Amendment is made this 5th day of July, 2006, to that certain Program Services Agreement (PSA) dated as August 1, 1995, and amended on March 31, 2005, July 29, 2005, and 26 September, 2005, by and between WMDN, Inc. ("Programmer") and Robert M. Ledbetter Enterprises, LLC, licensee of WGBC-TV, Meridian, MS.

NOW THEREFORE, in consideration of the mutual covenants herein, Programmer and Licensee agree as follows:

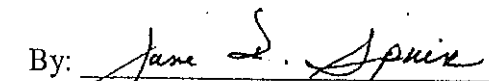
1. The Term of the agreement is hereby extended from July 1, 2006, to and including August 1, 2010 (the Extension Term).
2. During the Extension Term, the total monthly Compensation for the first year shall be Payment is due and payable on the first calendar day of the month. Monthly payments for each successive calendar year shall be adjusted by mutual agreement of the parties such to occur no later than sixty (60) days in advance of the end of the then-current year.

IN WITNESS WHEREOF, and to evidence their assent to the foregoing, the parties have executed this Fourth amendment to the Program Services Agreement.

ROBERT M. LEDBETTER ENTERPRISES, LLC.

By: 
Robert M. Ledbetter
President

WMDN, INC.

By: 
Jane D. Spain
President and CEO

FIFTH AMENDMENT TO PROGRAM SERVICES AGREEMENT

This Fifth Amendment to Program Services Agreement ("***Amendment***") is made as of January 24, 2007, between Meridian Media, LLC, a Mississippi limited liability company ("***Licensee***"), the licensee of Station WMDN (TV), and WGBC-TV, LLC, a Mississippi limited liability company and licensee of WGBC (TV), ("***Programmer***").

A. Recitals

A. Licensee and Programmer have been assigned all rights and have assumed all obligations under that certain Program Services Agreement, dated August 1, 1995 (as amended, the "***Agreement***").

B. Pursuant to Section 17 of the Agreement, Licensee and Programmer may modify provisions of the Agreement by an instrument in writing.

C. Licensee and Programmer desire to amend the Agreement in certain respects, all in accordance with the terms set forth in this Amendment.

D. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to them in the Agreement.

B. Agreement

NOW, THEREFORE, in consideration of the promises, the respective representations, warranties, covenants and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Except as herein specifically provided otherwise, all terms and conditions of the Agreement shall remain in full force and effect and be unaffected hereby. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

2. All references to "WGBC (TV)" shall be replaced with references to "WMDN (TV)".

3. The first paragraph of the Agreement is hereby amended and restated in its entirety, as follows:

"Program Services Agreement ("***Agreement***") dated August 1, 1995 by and between Meridian Media, LLC, a Mississippi limited liability company ("***Licensee***"), licensee of Station WMDN (TV), (the "***Station***") and WGBC-TV, LLC, a Mississippi limited liability company ("***Programmer***")."

4. The third sentence of Section 1 of the Agreement is hereby amended to insert, after the reference to "vertical blanking interval", the phrase ", assigned channels for digital television services".

5. Paragraph 2 of the Fourth Amendment to the Agreement is hereby deleted in its entirety.

6. Paragraph 2 of the Third Amendment to the Agreement is hereby deleted in its entirety.

7. Section 2 of the Agreement is hereby amended and restated in its entirety as follows: "Income from the operation of the Station shall be allocated and distributed as set forth in Attachment I."

8. Attachment I of the Agreement is hereby amended and restated in its entirety, as follows:

"All monies received by either Programmer or Licensee from any person, entity, or source related to, or in connection with, the operation of the Station shall be allocated between Programmer and Licensee pursuant to that certain operating agreement by and between Programmer and Licensee, dated as of January 24, 2008 ("Operating Agreement")."

9. All expenses and revenues related to, or in connection with, the Stations described in the Agreement shall be borne, allocated and distributed pursuant to the Operating Agreement and the Agreement.

10. The second sentence of Section 6 of the Agreement is hereby amended by deleting the phrase "or its Station's General Manager", and replacing it with the phrase "or the general manager/chief operator of the Station".

11. The seventh sentence of Section 7(A) of the Agreement is hereby deleted in its entirety.

12. Section 7(B) of the Agreement is hereby amended as follows:

(a) The fourth sentence is hereby amended by deleting the reference to "and transmitter" and replacing it with a reference to "transmitter and any equipment or materials used in connection with the Station."

(b) The eighth sentence is hereby amended by deleting it in its entirety.

(c) The tenth sentence is hereby amended by deleting the reference to "and antenna and" and replacing it with a reference to "antenna and all equipment and materials used in connection with the Station, and".

(d) The eleventh, twelfth and thirteenth sentences are hereby deleted in their entirety and replaced with the following: "Programmer shall cover with insurance, in amounts determined by Licensee in its sole discretion, all vehicles used in connection with this Agreement and the building in Meridian, Mississippi presently used by the Station. Programmer shall also have a general liability insurance policy to protect itself and Licensee in an amount determined by Licensee in its sole discretion."

13. The fourth, fifth and sixth sentences of Section 8 of the Agreement are hereby deleted in their entirety.

14. Section 11 of the Agreement is hereby amended and restated in its entirety, as follows:

“11. Advertising, Programming, and Other Contracts. The right to use the programs and to authorize the manner and the type of media used shall be and remain vested in Programmer. Subject to the Licensee’s ultimate control, Programmer shall implement all obligations of Licensee under any contract, agreement or arrangement relating to advertising and/or programming, entered into by Licensee. Programmer shall honor those contracts for all uses including tower use. Revenues derived from the operation of the Station shall be used to pay the operating costs and expenses of the Station.”

15. The last sentence of Section 13 of the Agreement is hereby amended by deleting the reference to “Commission’s” and replacing it with a reference to “FCC’s”.

16. The third sentence of Section 14 of the Agreement is hereby amended by adding quotation marks immediately preceding and subsequent to the reference to “personal attack”, and by deleting the reference to “Federal Communications Commission” and replacing it with “FCC”.

17. The numbering in Section 15 of the Agreement is hereby amended so that: (i) the reference to “E” is now “F”, (ii) the reference to “F” is now “G” and (iii) the reference to “G” is now “H”.

18. A new Section 15(E) is hereby added to the Agreement as follows:

“E. Operating Agreement. The default by either Licensee or Programmer under the Operating Agreement shall constitute an Event of Default hereunder.

19. Section 15(G) of the Agreement is hereby amended and restated in its entirety, as follows:

“G. Liabilities Upon Termination. Programmer and Licensee shall equally share all liabilities, debts and obligations the Programmer accrues from the purchase of air time and transmission facilities including, without limitation, accounts payable, barter agreements and unaired advertisements. In the event the Agreement is terminated due to Programmer’s breach or default in any term hereof, and such expenditure shall be the reason for such breach, then Programmer shall be solely responsible for all costs and expenses related to such liability, debt or obligation.”

20. The first sentence of Section 25 of the Agreement is hereby amended by deleting the reference to “This Agreement” and replacing it with a reference to “This Agreement and the Operating Agreement”.

21. A new third sentence is hereby added to Section 25 of the Agreement as follows: “This Agreement shall be read in conjunction with the Operating Agreement.”

22. Section 27 of the Agreement is hereby amended by deleting all references to “NBC” and replacing each reference with a reference to “CBS”.

23. This Amendment and the rights and duties hereunder shall be binding upon and inure to the benefit of the parties hereto and the successors and permitted assigns of each of the parties to this Amendment.

24. If any provision of this Amendment or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Amendment which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

25. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. No amendment, modification, waiver, replacement, termination or cancellation of any provisions or this Amendment will be valid, unless the same is in writing and signed by all the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above, to be effective immediately following the Closing.

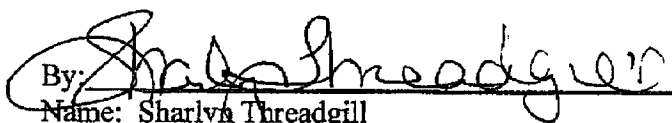
WGBC-TV, LLC

By: 

Name: Michael Reed

Title: Manager

MERIDIAN MEDIA, LLC

By: 

Name: Sharlyn Threadgill

Title: Manager

SIXTH AMENDMENT TO PROGRAM SERVICES AGREEMENT

This Sixth Amendment is made effective as of the first day of August, 2011, to that certain Program Services Agreement (the "Agreement") dated as of August 1, 1995, and amended on March 31, 2005, July 29, 2005, September 26, 2005, and January 24, 2007, and assigned to WMDN TV, LLC, a Mississippi limited liability company ("Licensee") and WGBC-TV, LLC, a Mississippi limited liability company ("Programmer").

NOW, THEREFORE, in consideration of the mutual covenants herein, Programmer and Licensee agree as follows:

The term of the agreement is extended from August 1, 2011, to and through August 1, 2018, and, at the conclusion of a term, shall be automatically renewed for additional five year terms, unless Licensee shall notify Programmer or Programmer shall notify Licensee at least 120 days before the end of the then-current term of its intent to terminate the agreement at the conclusion of the then-current term.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to the Program Services Agreement.

WGBC-TV, LLC

By: _____
Michael Reed, Manager

WMDN TV, LLC

By:  _____
Wade Threadgill, Manager