

**GUNTHER S. MEISSE
FLORIDA INTANGIBLE TAX TRUST**

ORIGINAL DOCUMENT BEING
HELD IN THE VAULT OF
CLIMMINGS & LOCKWOOD
NAPLES, FLORIDA

THIS AGREEMENT, dated December 19, 2005, between GUNTHER S. MEISSE, of Naples, Florida, as "Grantor," and JEANNE H. MEISSE, of Naples, Florida (hereinafter called "my Trustees"),

W I T N E S S E T H:

In order to fund the trust, I deliver and assign to my Trustees the property specified in Schedule A to this Agreement. My Trustees acknowledge receipt of the property and agree to hold it in trust, together with any property added to any trust, as follows:

Article I. Disposition of Trust Estate During My Lifetime. During my lifetime, my Trustees may pay or apply all or any part of the net income or principal of this trust to me or for my benefit that my Trustees consider advisable. Any undistributed income shall be added to trust principal.

Article II. Termination of Trust. Upon my death, my Trustees shall distribute the then remaining trust estate to, or in trust for the benefit of, such persons or organizations, upon such conditions and terms, as I shall direct and appoint in an inter vivos instrument filed with my Trustees or by a Will (dated subsequent to all such inter vivos instruments) expressly referring to and exercising this power; provided, however, that this power shall not be exercisable to any extent for my benefit, for the benefit of my estate, my creditors or the creditors of my estate. Any portion of the then remaining trust estate not effectively so appointed shall be distributed to the then acting Trustees under the Gunther S. Meisse Revocable Living Trust dated 10/29/1981, as amended and restated, to be added to the principal of such trust, or, if such trust is not then in existence, to my Personal Representatives, to be disposed of as part of my estate.

Article III. Appointment of Fiduciaries.

If a Trustee fails or ceases to act, I may appoint one or more successor Trustees. If no successor Trustee is effectively provided for, my spouse, JEANNE H. MEISSE, may appoint one or more successor Trustees.

If at any time no Trustee is acting and no Trustee is effectively provided for, I appoint WILLIAM D. HEICHEL and GENE HAHN, as co-Trustees, to act together with any other then acting Trustees. If at any time no Trustee is acting and no successor is hereinabove effectively provided for, then the managing partner of the Florida offices of the law firm of Cummings & Lockwood LLC, or any successor institution of which the law firm of Cummings & Lockwood LLC becomes a part, may appoint a successor fiduciary, including a member of such firm.

Notwithstanding any provisions in this Agreement to the contrary, I may not serve as Trustee of this trust.

Any fiduciary is authorized to resign at any time without court approval. The resignation, appointment or revocation of appointment of a Trustee may be made by the person authorized to take such action by delivery of an acknowledged instrument to my Trustees then acting and any Trustee to be appointed, or, if none, to a court having jurisdiction over the trust. Any appointment of a Trustee may be conditioned to commence or cease upon a future event and may be revoked or modified at any time before such future event has occurred. Unless otherwise expressly provided, any power to appoint a Trustee shall permit appointment of an individual, bank or trust company as such fiduciary, and shall be exercised by the parent (or, if none, the legal representative) of any minor and the legal representative of any incapacitated person holding such power. A determination that any individual fiduciary acting hereunder is incapacitated shall be deemed a resignation by that individual fiduciary as of the date of the determination.

Article IV. Administrative Provisions.

A. Irrevocable Trust. This Agreement and any trust created hereunder shall be irrevocable and, except as otherwise specifically provided in this Agreement, shall not be subject to alteration or amendment in any respect.

B. Additions to Trust. Any person may add property to any trust under this Agreement by lifetime gift or by transfer taking effect at death, provided such property is acceptable to my Trustees.

C. Permissible Use of Trust Funds. Upon my death, my Trustees may in their discretion purchase property from my estate, make loans to my estate, and guarantee the obligations of my estate and pledge trust property as security therefor upon whatever terms and in whatever manner and with whatever security my Trustees consider advisable. This provision shall not give either me or my estate any right or authority over trust property.

D. Consideration of Other Income of Beneficiaries. In exercising their discretion to distribute trust funds to any beneficiary, my fiduciaries may (but shall not be required to) take into consideration any other income reasonably available to such beneficiary.

E. Accountings. My Trustees shall provide an accounting of the trust to those persons entitled to receive such an accounting, in accordance with applicable state law. Such accounting may be provided at such time and in such form, whether formal or informal, as my Trustees deem appropriate under applicable state law.

F. Elections. I authorize my fiduciaries, in their sole discretion and without the order or approval of any court, to make or not make any election, allocation or other discretionary decision permitted under the provisions of any tax law in effect from time to time, and to make or not make equitable adjustments of interests of beneficiaries in light of such decisions. No beneficiary shall have any rights against my fiduciaries by

reason of any such decisions or adjustments. My fiduciaries may also allocate property (or the right to receive property) which is subject to estate tax and federal income tax as income in respect of a decedent to principal, to income, or in part to each.

G. Definition of Incapacitated. An individual shall be considered to be incapacitated if the individual is (1) deceased, (2) under a legal disability or (3) by reason of illness or mental or physical disability is unable to give prompt and intelligent consideration to financial matters. The determination as to whether an individual is incapacitated shall be made by my Trustees other than the individual, or, if none, by the institution or individual designated to succeed the individual as Trustee, who may rely conclusively upon (1) a certified copy of the individual's death certificate, (2) the written order of a court appointing a Conservator or Guardian of the individual's person or property, or (3) the written opinion of either (a) the individual's primary physician or (b) any two physicians as to the individual's incapacity.

H. Investment Counsel. My fiduciaries may employ investment counsel; consult with such counsel on any matters relating to the retention, sale, purchase, investment, or reinvestment of securities or other property; delegate to such investment counsel my fiduciaries' investment authority; and pay such investment counsel reasonable compensation for its services in addition to the regular compensation of my fiduciaries. My fiduciaries may act upon or refrain from acting upon the advice of such investment counsel in whole or in part, and to the extent my fiduciaries follow the advice of such counsel or rely upon such investment counsel's exercise of delegated investment authority, my fiduciaries shall not be liable for any action taken or omitted, except in the case of willful misconduct.

I. Delegation. Except as otherwise provided herein, any fiduciary may delegate to the other fiduciaries the right to exercise any power (discretionary,

administrative or otherwise) and may revoke the delegation at any time by delivery of an acknowledged instrument to such other fiduciaries.

J. Trustee Relieved From Liability. No individual Trustee shall be liable for any mistake or error of judgment, or for any action taken or omitted, either by my Trustees or by any agent or attorney employed by my Trustees, or for any loss or depreciation in the value of the trust, except in the case of willful misconduct.

K. Successor Trustee. No Trustee has a duty to examine the transactions of any prior Trustee. Each Trustee is responsible only for those assets which are actually delivered to it.

L. Governing Law. The validity, construction and administration of this document and any trust hereunder shall be governed by the laws of Florida.

M. Definition of Trustee. Except as otherwise provided herein, any Trustee who acts under this Agreement may exercise all of the rights, powers and discretions and shall be entitled to all of the privileges and immunities granted to the named Trustee. In this Agreement, I sometimes refer to my Trustees as "my fiduciaries." Any references in this Agreement to my Trustees or my fiduciaries shall include (unless otherwise expressly provided) all Trustees. No surety bond shall be required of any Trustee.

N. Specific Stock. My fiduciaries are authorized to retain and invest in, and to exercise options to purchase, any securities, notes or other obligations of (i) MID STATE TELEVISION, INC., an Ohio corporation, (ii) JOHNNY APPLESEED BROADCASTING CO., INC., an Ohio corporation, and (iii) GSM MEDIA CORPORATION, an Ohio corporation, or any successor corporation or other entity, or any corporation or other entity which is a party to a reorganization of any such corporation or other entity, or any corporation or other entity which is created for the purposes of holding such securities, notes or other obligations, without regard to diversification. My

fiduciaries shall not be liable for any loss or depreciation in value resulting from any such investment.

O. Closely Held Businesses. This trust may be funded with, or subsequently purchase or otherwise acquire, securities or other financial interests in one or more closely held businesses (each of which is hereinafter referred to as the "business"). I realize that the business may not be the type of investment in which fiduciaries would normally invest estate or trust funds. Nonetheless, my fiduciaries shall incur no liability for any loss which may be sustained by reason of the retention, operation or sale of the business or the exercise of any power conferred upon my fiduciaries with respect to the business.

My fiduciaries shall have the following powers with respect to the business, in addition to any granted by law or elsewhere in this document:

1. To retain and continue the business or any interest therein for such time as they consider advisable;
2. To operate or participate in the operation of the business in the form of a corporation, partnership or proprietorship, or in any other form, whether or not in such form at my death;
3. To direct, control, supervise, manage, operate or participate in the operation of the business; to serve as officers and directors of the business; and to receive from the business compensation for their services in addition to their compensation as fiduciaries;
4. To delegate all or any part of their power to supervise, manage or operate the business to such persons as they may select, including any director, officer, or employee of the business;

5. To engage, compensate and discharge such managers, employees, agents, attorneys, accountants, consultants or other representatives as they consider advisable, including anyone who may be a beneficiary or fiduciary;

6. To invest or employ in the business, or to use as collateral for loans to the business, such other estate or trust funds as they consider advisable;

7. To sell, liquidate or otherwise dispose of all or any part of the business at such time or times, for such prices and upon such terms and conditions as they consider advisable, and to sell the business to anyone who is a beneficiary or fiduciary; and

8. To exercise with respect to the retention, continuance, and disposition of such business all the rights and powers which I would have were I to make the decision at the time of such exercise.

P. No Retained Powers. I retain no power to manage or control any assets I transfer to the Trustee while the Trustee holds such assets. For purposes of this Section the terms "manage" or "control" shall have the meanings ascribed to them under Chapter 199, Florida Statutes, and shall include the discretionary authority to make decisions relating to the retention, sale, purchase, investment or reinvestment of securities or other property constituting the trust estate. Furthermore, I retain no right to veto or rescind the actions of my Trustees with respect to the assets of the trust estate.

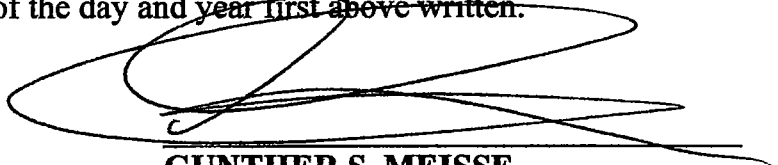
Q. Management Powers of Trustee. In addition to any powers conferred upon them by law and without the order or approval of any court, except as otherwise provided herein, I authorize and empower my Trustees:

(1) To retain, acquire, or sell any variety of real or personal property (including any discretionary common trust fund of any corporate fiduciary acting under this document, mutual funds, covered and uncovered stock options, insurance policies on my life and investments in foreign securities), without regard to diversification and without being limited to the investments authorized for trust funds; (2) to exercise stock options;

(3) to enter into agreements for the sale, merger, reorganization, dissolution or consolidation of any corporation or properties; (4) to manage, improve, repair, sell, mortgage, lease (including the power to lease for oil and gas), pledge, convey, option or exchange any property and take back purchase money mortgages thereon, without court order; (5) to make distributions in cash or in kind, or partly in each, and, in the discretion of such fiduciaries, to allocate particular assets or portions thereof to any one or more beneficiaries, without any duty to distribute any asset pro rata among beneficiaries, and to do so without regard to the income tax basis of specific property allocated to any beneficiary, provided that such property shall be valued for purposes of distribution at its value on the date of distribution; (6) to maintain custody or brokerage accounts (including margin accounts) and to register securities in the name of a nominee; (7) to compromise and settle claims (including those relating to taxes); (8) to borrow funds from any person or corporation (including a Trustee) and pledge or mortgage trust assets to secure such loans; (9) to extend, renew or renegotiate loans or guarantees; (10) to lend money to or for the benefit of any person beneficially interested hereunder (including a guardian); (11) to employ attorneys, accountants, investment counsel, custodians, brokers and other agents to assist in the administration of estate or trust property and to delegate discretionary powers (including the granting of a power of attorney and the power to be a signer on any estate or trust financial accounts) to such persons; (12) to vote and give proxies to vote shares of stock; (13) to make joint investments in property, real or personal; to enter into and act as a general or limited partner in general or limited partnerships; to establish corporations (including limited liability companies) of any kind; and to transfer assets to any such joint ventures, partnerships or corporations; (14) to divide any trust into separate trusts based on the fair market value of the trust assets at the time of the division; and (15) if there is more than one trust established under this document, to administer such trusts as a single fund.

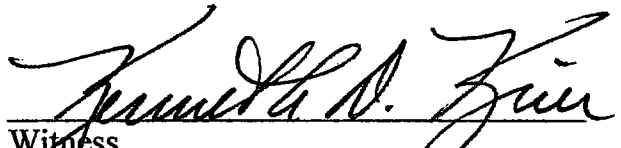
R. Execution and Identification of Agreement. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and may be referred to as the "Gunther S. Meisse Florida Intangible Tax Trust dated 12/19/2005."

IN WITNESS WHEREOF, GUNTHER S. MEISSE, the Grantor, has hereunto set his hand and seal as of the day and year first above written.

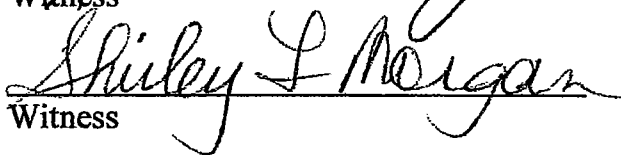


GUNTHER S. MEISSE,
Grantor

SIGNED, SEALED, PUBLISHED AND DECLARED by GUNTHER S. MEISSE, the Grantor, as and for the Gunther S. Meisse Florida Intangible Tax Trust, in the presence of each of us, who at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses as of the day and year first above written.



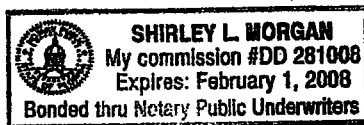
Witness



Witness

STATE OF FLORIDA)
) ss: Naples
COUNTY OF COLLIER)

On the 19th day of December, in the year 2005, before me, the undersigned, personally appeared GUNTHER S. MEISSE, personally known to me or proved to me on the basis of a driver's license or other satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged before me that he executed the same as his free act and deed in his capacity therein stated, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument for the purposes therein contained, and that such individual made such appearance before the undersigned.



Shirley L Morgan
Notary Public

IN WITNESS WHEREOF, JEANNE H. MEISSE, the Trustee, has
hereunto set her hand and seal this 19th day of December, 2005.

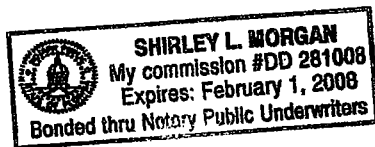
Kenneth A. Zier
Witness

Jeanne Meisse
JEANNE H. MEISSE
Trustee

Shirley L Morgan
Witness

STATE OF FLORIDA)
) ss: Naples
COUNTY OF COLLIER)

On the 19th day of December, in the year 2005, before me, the undersigned, personally appeared JEANNE H. MEISSE, personally known to me or proved to me on the basis of a driver's license or other satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged before me that she executed the same as her free act and deed in her capacity therein stated, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument for the purposes therein contained, and that such individual made such appearance before the undersigned.



Shirley L. Morgan
Notary Public

SCHEDULE A

FIVE DOLLARS..... \$ 5.00