

WMDA

First Amend

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").

3-31-05

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 [REDACTED] 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.

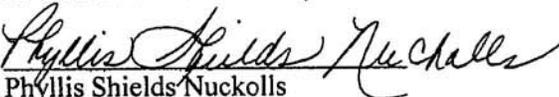
[SIGNATURE PAGE FOLLOWS]

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

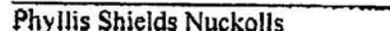
**SIGNATURE PAGE TO AMENDMENT TO
PROGRAM SERVICES AGREEMENT**

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

LICENSEE:

GLOBAL COMMUNICATIONS, INC.

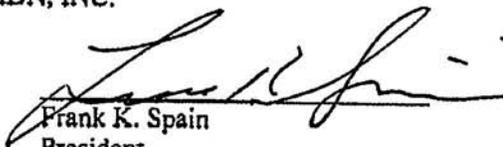
By:


Phyllis Shields Nuckolls
President

PROGRAMMER:

WMDN, INC.

By:


Frank K. Spain
President

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: *Phillip H. McClain*
Title: *President*

WMDN, INC.

By: *[Signature]*
Title: *Vice President & Secretary*

THIRD AMENDMENT TO PROGRAM SERVICES AGREEMENT

This Third Amendment is made this 26th day of September 2005, to that certain Program Services Agreement dated as of August 1, 1995 and amended on March 31, 2005 and July 29, 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, Programmer and Licensee agree as follows:

1. The Term of the Agreement is hereby extended from November 1, 2005, to and including August 1, 2010 (the "Extension Term").

2. During the Extension Term the total monthly Compensation shall be as follows: (i) [REDACTED] Dollars (\$ [REDACTED] 00) during November, 2005 and December, 2005, and during January through April 2006; (ii) Fifteen Thousand Dollars (\$ [REDACTED] 00) during the period ending October 31, 2007; and (iii) and October 2007, the parties will negotiate in good faith a Compensation plan to take effect November 1, 2007, and remain in effect through the remainder of the Extension Term.

3. The agreements in Paragraph 2 of the July 29, 2005 amendment shall remain in force.

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

GLOBAL COMMUNICATIONS, INC.

By: Phyllis H. Nuckolls
Phyllis H. Nuckolls
President

WMDN, INC.

By: Robert M. Ledbetter
Robert M. Ledbetter
Vice President