

**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.

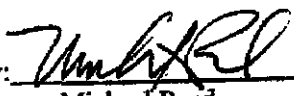
24. If any provision of this Amendment or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Amendment which can be given effect without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

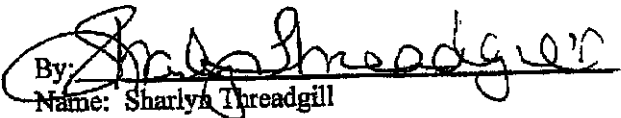
[Signature Page Follows]

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