

FIRST AMENDMENT TO AMENDED AND RESTATED JOINT SALES AND SERVICES AGREEMENT

This First Amendment to Amended and Restated Joint Sales and Services Agreement (this “First Amendment”) is made as of this 14th day of December, 2021, by and between Coastal Television of Tupelo LLC, a Delaware limited liability company (“Licensee”), and Mississippi Television, LLC, a Delaware limited liability company (“Provider”).

RECITALS

- A. Provider and Licensee are parties to that certain Amended and Restated Joint Sales and Services Agreement dated as of July 1, 2017 pursuant to which Provider provides certain services to Licensee to support Licensee’s operation of the business of television station WLOV-TV, West Point Mississippi.
- B. Licensee is successor in interest to Coastal Television Broadcasting Company LLC
- C. Provider and Licensee desire to extend the term of the JSSA and otherwise amend certain terms of the JSSA.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements set forth herein, the parties hereto agree as follows:

- 1. The first recital of the JSSA shall be amended to read “WHEREAS, Licensee is the sole member of the licensee of broadcast television station WLOV-TV, West Point, Mississippi (the “Station”), and is engaged in the business and operations of the Station (the “Business”).”
- 2. Section 5 shall be revised by replacing the words “January 1, 2022” with “January 1, 2023” in the second sentence of the first paragraph of that Section.
- 2. Exhibit A of the JSSA shall be amended by replacing the “Annual Base Fee Payments to Licensee” chart with the following:

Annual Base Fee Payments to Licensee

Year	Amount
1	\$265,225
2	\$270,717
3	\$274,916
4	\$281,752
5	\$285,696
6	\$294,267

3. The contact information in Section 8.9 (Notices) shall be replaced with the following:

If to Coastal: Coastal Television of Tupelo LLC
2750 Luberon Lane
Cumming, GA 30041
Attention: William A. Fielder, III, President

With a copy to: Daniel Kirkpatrick, Esq.
Baker & Hostetler, LLP
1050 Connecticut Ave, NW, Suite 1100
Washington DC 20036

If to Provider: Mississippi TV, LLC
c/o Allen Media Broadcasting
3282 Northside Parkway, Suite 275
Atlanta, GA 30327
Attention: Robert S. Prather, CEO

With a copy to: John M. Burgett, Esq.
Wiley Rein, LLP
1776 K Street, NW
Washington, DC 20006

4. Except as expressly amended hereby, the JSSA shall remain unmodified and shall continue in full force and effect in accordance with its terms. All defined terms used but not defined herein shall have the meanings attributed to them in the JSSA. In the event of a conflict between the terms and conditions of the JSSA and those of this First Amendment, this First Amendment shall control.

5. This First Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed by their duly authorized signatories, all as of the day and year first above written.

COASTAL TELEVISION OF TUPELO LLC

By: William A. Fielder, III
William A. Fielder, III, President

MISSISSIPPI TV, LLC

By: Robert S. Prather
Robert S. Prather, CEO