

**FIRST AMENDMENT TO
JOINT SALES AND SERVICES AGREEMENT**

The JOINT SALES AND SERVICES AGREEMENT (the "Agreement") dated January 1, 2012, by and between LINGARD BROADCASTING CORPORATION, a Mississippi corporation ("Lingard"), and WTVA, Inc., a Mississippi corporation ("Provider"), is hereby amended as of September , 2012. Capitalized terms used herein without definition shall have the meaning assigned to such terms in the Agreement.

WHEREAS, Lingard has expanded the schedule of broadcast time on Station and added additional multicast channels since the Agreement commenced, which renders Exhibit A to the Agreement inaccurate.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Substitute Revised Exhibit A attached hereto for the Exhibit A associated with the Agreement.

2. Reference to and Effect on the Agreement.

(a) Except as specifically amended above, the Agreement is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects.

(b) Except as specifically set forth above, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party hereto under the Agreement, or constitute a waiver of any provision of any other agreement.


(c) Upon the effectiveness of this Amendment, each reference in the Agreement to the "Agreement", "hereto", "hereunder", "hereof" or words of like import referring to the Agreement, shall mean and be a reference to the Agreement as amended hereby.

3. Execution of Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Joint Sales and Services Agreement to be signed by their respective duly authorized representatives as of the date first set forth above.

WTVA, Inc.

By: 
Jane D. Spain
President

LINGARD BROADCASTING CORPORATION

By: 
John R. Lingard
President

REVISED EXHIBIT A
BROADCAST SCHEDULE

<u>Day for Digital RF Channel 16.1</u>	<u>Time</u>
Daily	24 hours per day
<u>Day for Digital RF Channel 16.2</u>	<u>Time</u>
Daily	24 hours per day
<u>Day for Digital RF Channel 16.3</u>	<u>Time</u>
Daily	24 hours per day