

THIRD AMENDMENT TO COLLATERAL DISPOSITION AGREEMENT

THIS THIRD AMENDMENT TO COLLATERAL DISPOSITION AGREEMENT (this “**Amendment**”) is made and entered into as of November 16, 2009, by and between **DESTINY COMMUNICATIONS, LLC**, a Delaware limited liability company (“**Destiny Communications**”), **DESTINY LICENSES, LLC**, a Delaware limited liability company (“**Destiny Licenses**”), and **RGW INVESTMENTS, LLC**, a Virginia limited liability company (“**RGW**”) (collectively, the “**Parties**”).

RECITALS

A. The Parties are parties to a Collateral Disposition Agreement dated as of July 23, 2008 and a First Amendment to Collateral Disposition Agreement dated as of August 14, 2009 (the “**Agreement**”).

B. The Parties wish to amend the Agreement to clarify that all of the provisions of the Agreement are subject to the rules, regulations and policies of the FCC.

AGREEMENT

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are a material part of this Amendment. The Obligors acknowledge and confirm the accuracy of the recitals set forth above in the Agreement as supplemented by the recitals set forth above.

2. **Amendment**. Section 1.11 of the Collateral Disposition Agreement is deleted in its entirety and the following is substituted in the place thereof:

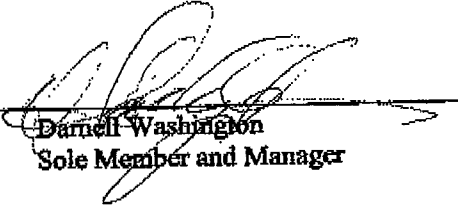
1.11 Leaseback of Tower Property, Studio and/or Personal Property. RGW shall lease the Tower Property, Studio and Personal Property to Destiny Communications until the Consummation Date.

Remainder of page intentionally left blank. Signatures and Acknowledgements on the following page

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and sealed as of the day and year first written above.


DESTINY COMMUNICATIONS, LLC, a
Delaware limited liability company

By: _____


Darnell Washington
Sole Member and Manager

RGW INVESTMENTS, LLC, a Virginia limited
liability company

By: _____


R. Gregory Williams, President