

Amendment to Time Brokerage Agreement

For good and valuable consideration, the receipt of which is hereby acknowledged, Pegasus Broadcast Television, Inc. ("Pegasus") and Mystic Television of Scranton, LLC ("Mystic") hereby mutually agree to amend ("Amendment") that certain Time Brokerage Agreement ("Agreement") to be assigned to Mystic at the time Mystic becomes the licensee of Station WSWB-TV as follows:

1. Section 14 of the Agreement is amended by deleting the first two sentences in their entirety and replacing them with the following: "Either party may assign its rights and obligations under this Agreement (including by operation of a transfer of control) with prior written consent of the other party, such consent not to be unreasonably withheld."

2. The Agreement is amended to add a new Section 25 as follows:

"Transmitting Antenna. Upon termination of this Agreement pursuant to Sections 2 or 11 hereof, Pegasus (or its successor-in-interest) shall continue to lease Mystic use of the Transmitter, Antenna, and Tower (as these terms are defined in that certain Lease Agreement ("Lease"), dated November 11, 1998, by and between Pegasus and KB Prime Media, LLC, which Lease will be assigned to Mystic at the time Mystic becomes the licensee of Station WSWB-TV) until the earlier of the date: (i) on which Mystic begins to use an alternative transmitter site for Station operations or (ii) six months after termination of this Agreement pursuant to Sections 2 or 11 hereof, provided, however, that Mystic shall not have the right to use the Transmitter, Antenna, or Tower under this Section 25 unless Mystic provides prior written notice of its intent to continue to use such Transmitter, Antenna, and Tower not less than twenty (20) days prior to termination of this Agreement. Notwithstanding the foregoing, Mystic shall not have the right to use the Transmitter, Antenna, or Tower if this Agreement is terminated due to Mystic's material breach of its obligations hereunder."

3. The foregoing represents the only changes to the Agreement made by this Amendment. In all other respects, the Agreement is unchanged and remains in full force and effect.

IN WITNESS WHEREOF, the parties note their agreement to the foregoing.

Dated this ___ day of _____ 2005

**MYSTIC TELEVISION OF SCRANTON,
LLC**

**PEGASUS BROADCAST TELEVISION,
INC.**

By: Daniel J. Duman

By: Bradley E. Scher