

SECOND AMENDMENT TO JOINT SALES AGREEMENT

THIS SECOND AMENDMENT TO JOINT SALES AGREEMENT (this "Amendment") is made as of _____, 2007 between Parkin Broadcasting of Savannah License, LLC and Parkin Broadcasting of Savannah, LLC (collectively "Parkin") and NVT Savannah, LLC ("NVT").

Recitals

A. As of the date hereof, pursuant to an Asset Purchase Agreement dated April 16, 2007 (the "Bluenose Purchase Agreement"), Parkin has acquired from Bluenose Broadcasting of Savannah LLC ("Bluenose") substantially all of the assets used or held for use in connection with television station WTGS(TV), Hardeeville, South Carolina (and associated digital television station WTGS-DT, Hardeeville, South Carolina) ("WTGS").

B. As of the date hereof, pursuant to an Asset Purchase Agreement dated April 16, 2007 (the "Piedmont Purchase Agreement"), NVT and an affiliate of NVT have acquired from Piedmont Television of Savannah LLC ("Piedmont") and affiliates of Piedmont substantially all of the assets used or held for use in connection with television station WJCL(TV), Savannah, Georgia (and associated digital television station WJCL-DT, Savannah, Georgia).

C. As of the date hereof, pursuant to the closing under the Bluenose Purchase Agreement, Parkin has assumed the rights and obligations of Bluenose under a Joint Sales Agreement between Bluenose and Piedmont, dated January 5, 1999 and amended September 29, 2003, with respect to WTGS (the "JSA").

D. As of the date hereof, pursuant to the closing under the Piedmont Purchase Agreement, NVT has assumed the rights and obligations of Piedmont under the JSA.

E. The purpose of this Amendment is to document the parties' agreement to modify the terms and conditions of the JSA.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Amendment of JSA. The JSA is hereby amended as follows:

A. In all places in the JSA: (i) the term "Piedmont Television of Savannah LLC," where used therein, shall be deleted and replaced by the term "NVT Savannah, LLC," (ii) the term "Piedmont," where used alone therein, shall be deleted and replaced by the term "NVT," (iii) the term "Bluenose Broadcasting of Savannah LLC," where used therein, shall be deleted and replaced by the term "Parkin Broadcasting of Savannah License, LLC and Parkin

Broadcasting of Savannah, LLC,” and (iv) the term “Bluenose,” where used alone therein, shall be deleted and replaced by the term “Parkin.”

B. In Section 16 of the JSA, the address for notices to NVT (which term replaces the term “Piedmont” in the JSA pursuant to this Amendment) in subsection (a) is amended by replacing such address with the following:

New Vision Television LLC
3500 Lenox Road, Suite 640
Atlanta, GA 30326
Attn.: Jason Elkin and John Heinen
Fax No.: (404) 995-4712

with a required copy to:

Lord Bissell & Brook LLP
1170 Peachtree Street, Suite 1900
Atlanta, GA 30309
Attn.: Neil H. Dickson, Esq.
Fax No.: (404) 906-4617

C. In Section 16 of the JSA, the address for notices to Parkin (which term replaces the term “Bluenose” in the JSA pursuant to this Amendment) in subsection (b) is amended by replacing such address with the following:

Parkin Broadcasting of Savannah, LLC
11766 Wilshire Boulevard, Suite 405
Los Angeles, CA 90025
Attn.: Todd Parkin
Fax No.: (310) 478-3222

with a required copy to:

Drinker Biddle & Reath LLP
1500 K Street, NW
Suite 1100
Washington, DC 20005
Attn.: Elizabeth A. Hammond, Esq.
Fax No.: (202) 842-8465

D. Section 19(a) of the JSA is deleted in its entirety and replaced with the following:

“This Agreement shall inure to the benefit of the parties and their successors and permitted assigns. Notwithstanding the foregoing, neither party shall be entitled to assign any of its rights, benefits, duties or obligations under this Agreement to any other party, without the prior written consent of the other party hereto, such consent not to be unreasonably withheld,

except that without such consent either party hereto may collaterally assign its rights, benefits, duties or obligations under this Agreement to its respective lenders.”

E. The text of Exhibit A of the JSA is deleted in its entirety and replaced with the following:

“For the revenues that NVT collects pursuant to this Agreement, NVT will pay seventy percent (70%) of such revenues to Parkin. In exchange for the sales services NVT provides under this Agreement, NVT will retain thirty percent (30%) of the revenues it collects as its fee for such services (the “Sales Fee”). In consideration of NVT’s provision of back office, administrative and accounting services pursuant to Section 2 of this Agreement, Parkin shall pay NVT an annual fee equal to Four Hundred Thousand Dollars (\$400,000) (the “Services Fee”). The Sales Fee and Services Fee shall be prorated with respect to any partial year, shall be paid by Parkin in accordance with a payment schedule mutually agreed upon by Parkin and NVT, and shall be subject to adjustment as mutually agreed by Parkin and NVT.

2. Effective Date of This Amendment. This Amendment shall be effective on the date first written above.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

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[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO SECOND AMENDMENT TO JOINT SALES AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first set forth above.

PARKIN: PARKIN BROADCASTING OF SAVANNAH
LICENSE, LLC

By: _____
Name:
Title:

PARKIN BROADCASTING OF SAVANNAH, LLC

By: _____
Name:
Title:

NVT: NVT SAVANNAH, LLC

By: _____
Name:
Title: