

## **SECOND AMENDMENT TO COLLATERAL DISPOSITION AGREEMENT**

**THIS SECOND AMENDMENT TO COLLATERAL DISPOSITION AGREEMENT** (this "**Amendment**") is made and entered into as of November 9, 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. **Amendments**. Sections 1.09 of the First Amendment to Collateral Disposition Agreement and 1.11 of the Collateral Disposition Agreement are deleted in their entirety and the following is substituted in the place thereof:

**1.09 Satisfaction of Debt**. If Destiny fully performs its obligations under this Agreement and if following the grant of the Application by a Final Order, the Member Interest is transferred to RGW as and when required in Section 1.104 above, then upon the filing of a notice of consummation by the Parties with the FCC or upon the filing of a notice of consummation by the Parties with the FCC at such time following the grant of the Application by the FCC as the Parties may agree (the "**Consummation Date**"), RGW will treat the Collateral as accepted in full satisfaction of the indebtedness evidenced by the Notice and the Loan Agreement, Notwithstanding anything in this Agreement to the contrary, RGW may decide at any time and for any reason to proceed with a foreclosure sale or sales against part or all of the Collateral, subject to the prior approval of the FCC, rather than accepting voluntary transfers of such Collateral from Destiny Communications. RGW shall not, without first obtaining the approval of the FCC, take any action pursuant to the Agreement

which would constitute or result in an assignment of the Licenses or any change in the control of Destiny Licenses without first obtaining the prior approval of the FCC. Voting rights in any Collateral representing control of the Licenses shall remain in Destiny Licenses until all necessary consents have been obtained from the FCC.

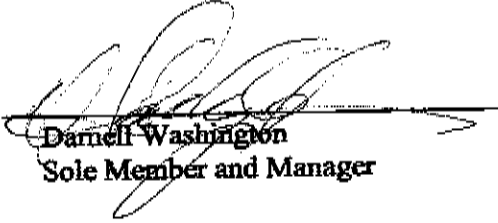
**1.11 Leaseback of Tower Property, Studio and/or Personal Property.** RGW shall lease the Tower Property, Studio and/or Personal Property to Destiny Communications until the Consummation Date.

**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: \_\_\_\_\_

  
Darrell Washington  
Sole Member and Manager

**RGW INVESTMENTS, LLC**, a Virginia limited  
liability company

By: \_\_\_\_\_

  
R. Gregory Williams, President