

**EXHIBIT J**

**AGREEMENT**

THIS AGREEMENT is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2007, by and among Piedmont Television Holdings LLC, a Delaware limited liability company ("Holdings"), Piedmont Television of Savannah LLC, a Delaware limited liability company ("Savannah"), Piedmont Television of Savannah License LLC, a Delaware limited liability company (the "License Sub," collectively with Savannah, "Sellers" and individually a "Seller," and Sellers and Holdings are sometimes referred to herein collectively as the "Piedmont Companies," and individually as a "Piedmont Company"), NVT Savannah, LLC, a Delaware limited liability company ("NVT") and NVT Savannah Licensee, LLC, a Delaware limited liability company ("Licensee," and together with NVT, collectively the "Buyer"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, the Piedmont Companies and Buyer (which has assigned all of its right, title and interest in, to and under the Purchase Agreement relating solely to the Station Licenses to Licensee pursuant to that certain Assignment of Asset Purchase Agreement, dated as of the date hereof between NVT and Licensee) entered into that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2007 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Buyer agreed to purchase certain of the assets, property and equipment of Sellers used in connection with the operation of television broadcast station WJCL(TV) (including authorizations for associated digital television facility WJCL-DT), Savannah, Georgia (the "Station"), and to obtain consent to the assignment of the Station Licenses by the FCC in connection therewith; and

WHEREAS, the FCC has approved the application of License Sub and Licensee for consent to the assignment of the Station Licenses to Licensee, which such licenses, upon approval by the FCC, shall be conveyed to Licensee without further action by the parties, other than notice by Licensee to the FCC that such licenses have been conveyed to Licensee; and

WHEREAS, Buyer has waived the requirement contained in the Purchase Agreement that the FCC's approval of the assignment of the Station Licenses shall have become a Final Order, on the condition that the Piedmont Companies execute this Agreement; and

WHEREAS, Sellers' current senior lenders have approved the assignment of the Station Licenses prior to the FCC Consents becoming a Final Order and such approval is on terms satisfactory to Sellers; and

WHEREAS, the parties believe it to be desirable and in the public interest that the transactions provided for in the Purchase Agreement be consummated simultaneously with the execution of this Agreement; provided, however, that Buyer and the Piedmont Companies desire to address the consequences if an FCC order or judicial resolution on appeal of the FCC's

approval of the assignment should make retention of the Station Licenses by Licensee impermissible and require the reconveyance of the Station Licenses to License Sub.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Closing. Buyer hereby waives the condition precedent to its obligations, set forth in the Purchase Agreement, that the FCC Consents shall become a Final Order. Sellers have received approval, on satisfactory terms, from their current senior lenders for an assignment of the Station Licenses prior to the FCC Consents becoming a Final Order. Accordingly, the Closing is occurring on the date hereof prior to the FCC Consents having become a Final Order subject to the provisions hereof. The Piedmont Companies and Buyer are making their respective deliveries set forth in the Purchase Agreement, and taking such other actions as may be necessary to close the transaction, including, without limitation, the execution and delivery of this Agreement.

2. FCC Denial.

(a) Reversal. If the FCC Consent is overturned, reversed, rescinded, set aside or otherwise rendered ineffective and there is a Final Order of the FCC (or court of competent jurisdiction) requiring the reconveyance of the Station Licenses to License Sub (the "FCC Denial"), then, subject to any necessary stay of or relief from the FCC Denial and/or any necessary FCC or court approval, at the election of Buyer, which election shall be approved by Buyer's secured lender (or if such election is not made by Buyer within 30 days of the FCC Denial, such election may be made by secured lender) either: (1) the purchase and sale of the Assets pursuant to the Purchase Agreement shall be rescinded, in which event Buyer shall reconvey to Sellers the Assets (including the Station Licenses), and Sellers shall repay to Buyer the Purchase Price and re-assume the Assumed Contracts assigned and assumed at Closing as provided hereinafter; or (2) Buyer, with Sellers' reasonable cooperation, may seek FCC Consent to assign the Station Licenses (subject to any lien of Buyer's secured lender thereon) to a court-appointed receiver or other experienced third party in lieu of Sellers acceptable to Buyer and Buyer's secured lender ("Receiver"); or (3) Buyer, with Sellers' reasonable cooperation, may seek the FCC's Consent to assign the Station Licenses to another person selected by Buyer and approved by its secured lender (such other party being referred to herein as the "License Holder"), and upon consummation of such assignment of the Station Licenses, Buyer and License Holder will enter into a local marketing agreement ("LMA"), joint sales agreement ("JSA") or joint operating agreement ("JOA") providing the maximum benefits to Buyer permitted under applicable FCC laws, rules and policies. It is understood and agreed that Sellers, upon a reconveyance in accordance with option (1) above, will directly wire transfer to Buyer's secured lender the balance due and owing under said secured facility to the extent utilized by Buyer to fund the Purchase Price, up to the Purchase Price.

(b) Reconveyance. A transfer as described in subsection (a)(1) above shall be referred to herein as the "Reconveyance." Any such Reconveyance shall be consummated on a mutually agreeable date within forty-five (45) days of such FCC Denial (or, if earlier, within the

time required by such order or a court of competent jurisdiction) (the "Reconveyance Date") in the following manner:

(i) Rescission. Sellers and Buyer will rescind the transactions previously carried out pursuant to the Purchase Agreement, use their respective commercially reasonable best efforts to restore Sellers and Buyer to the status quo existing prior to the Closing of the Purchase Agreement and cooperate with the other to bring about the fair and equitable restoration of each party to its position prior to consummation of the Purchase Agreement.

(ii) Return of Purchase Price. Sellers shall return to Buyer the Purchase Price paid to them by Buyer pursuant to the Purchase Agreement (less amounts paid directly to Buyer's secured lender pursuant to Section 2(a)) in the same manner specified in the Purchase Agreement.

(iii) Return of Assets. Buyer shall convey and assign to Sellers all tangible and intangible assets (including the Station Licenses) previously conveyed and assigned to Buyer pursuant to the Purchase Agreement except for assets disposed of by Buyer in the ordinary course of business of the Station, together with any replacements and alterations thereto made between the date hereof and the date of such Reconveyance, free and clear of all liens, security interests and encumbrances except for those to which such assets were subject immediately prior to the sale of the Station to Buyer. Such assets shall be in substantially the same condition as on the date hereof, reasonable wear and tear in ordinary usage excepted. Such assets shall not include any of Buyer's cash, accounts receivable, notes receivable, claims, securities, cash equivalents or the proceeds from the operation of the Station from the Closing Date until a Reconveyance hereunder.

(iv) Assignment of Assumed Contracts. Buyer shall assign to the Sellers, and the Sellers shall assume, all Assumed Contracts assigned to and assumed by Buyer pursuant to the Purchase Agreement, together with all contracts and leases entered into in the ordinary course of business of the Station between the date hereof and the date of such reassignment. Notwithstanding the foregoing, in no event shall Sellers be obligated to assume any indebtedness of Buyer or any contract or lease entered into with any affiliate of the Buyer.

(v) Instruments of Reconveyance. The reconveyance of the Station's assets shall be by such assignments, bills of sale, deeds and other instruments of transfer and conveyance employed pursuant to the Purchase Agreement to transfer the Station's assets from Sellers to Buyer on the Closing of the Purchase Agreement and such other instruments of transfer as may be reasonably necessary to transfer to Sellers good title to such assets and properties, free and clear of all liens and encumbrances as provided herein.

(vi) FCC Filings. Buyer and Sellers shall prepare and execute any and all applications, documents and instruments for filing with the FCC that may be required by law or by the applicable requirements of the FCC Denial.

(vii) Prorations. The parties shall adjust the income and expenses attributable to the operation of the Station on and after the Closing Date but prior to the closing on the rescission contemplated hereunder in a manner similar to that set forth in the Purchase Agreement. Until the Reconveyance Date, all income and expenses related to the operation of the Station shall be for the account of Buyer and thereafter for the account of Sellers.

(c) Cooperation. The parties shall cooperate fully with each other and negotiate in good faith to effect the transactions contemplated by this Section 2 and each party shall take all necessary actions at its expense (except as otherwise specifically provided herein) (including, without limitation, preparing, executing and delivering all necessary applications, documents and instruments) to fulfill its obligations hereunder.

(d) Prosecution of FCC Consent. The Piedmont Companies, on the one hand, and Buyer, on the other, will vigorously, expeditiously and diligently use their best reasonable efforts to oppose any and every administrative and judicial appeal which seeks to have the FCC Consents overturned, reversed or otherwise rendered ineffective and, in the event the FCC Consents are overturned, reversed or otherwise rendered ineffective, to use their best reasonable efforts to use and support every available administrative and judicial appeal to restore the FCC Consents and further, to seek a stay or other interim relief to allow Buyer to continue to operate the Station pending further administrative or judicial appeal; provided, however, that neither the Piedmont Companies nor Buyer shall be required to seek judicial review beyond a decision of the U.S. Court of Appeals for the District of Columbia Circuit. The parties will also continue to prosecute the FCC application and any other necessary instruments or documents filed with the FCC pursuant to the Purchase Agreement in the event that it is designated for evidentiary hearing by the FCC following the Closing, and shall thereafter exhaust all available administrative and judicial appellate remedies in the event that such application is denied following such evidentiary hearing. The parties will cooperate fully with each other in connection therewith.

(e) The Piedmont Companies' Actions. During the period from and after the Closing Date, to and including the date upon which the FCC Consents shall have become a Final Order, or the Reconveyance Date, as the case may be, the Piedmont Companies agree to take no action which could in any material manner impair, interfere with, or delay any of the Piedmont Companies' ability to perform their obligations set forth in Section 2 hereof in the event of a rescission of the transactions taken at the Closing, including (but not limited to) causing or permitting itself to be terminated, dissolved or wound up.

(f) Buyer's Liability. Buyer shall be and remain solely responsible for any and all liabilities and obligations arising out of any litigation, proceeding or claim by any person or entity relating to the business or operations of the Station from and including the date hereof to and including the date on which such rescission is consummated (the "Buyer Period"), whether or not such litigation, claim or proceeding is pending, threatened or asserted before, on or after the date of such rescission, and the Sellers shall be responsible for all other liabilities and obligations relating to the business or operations of the Station arising after the rescission consummation date. In the event that any such litigation, proceeding or claim relating to the business or operations of the Station during the Buyer Period is made against Sellers, Sellers

shall immediately notify Buyer, in writing, of such litigation, proceeding or claim, and Buyer shall indemnify and hold Sellers harmless against any and all such liabilities.

3. Interim Operation of the Station. Buyer covenants and agrees with Sellers that, between the date hereof and the earlier of (i) the date on which all FCC Consents contemplated by the Purchase Agreement shall have become a Final Order, or (ii) consummation of rescission of the Purchase Agreement:

(a) Maintenance of Business. Buyer shall, with respect to the Station, carry on its business and keep its books of account, records, and files in the ordinary course of business, provided that Buyer shall have the full authority to hire and fire personnel, change or modify any station format, and/or make any other business decisions that the owner of a broadcast station might make during the normal course of business. Buyer shall use its commercially reasonable efforts to continue to operate the Station in accordance with the terms of the Licenses and in compliance with all applicable laws and FCC rules and regulations. Buyer will maintain copies of the regular internal operating statements related to the Station for the Station's accounting periods subsequent to the date of this Agreement, and Buyer will transfer said documents to Sellers at the same time that a reconveyance of assets and Licenses to Sellers is required pursuant to this Agreement. Buyer will maintain in full force and effect property damage, liability, and other insurance with respect to the assets of the Station as is customary in the industry for similar stations and as may be required by the terms of any financing agreement(s) Buyer may have regarding the Station.

(b) Organization, Good Will, Promotion. Buyer shall use commercially reasonable efforts to preserve the goodwill of the Station's suppliers, customers, and others having business relations with it, provided that the Buyer shall have the full authority to hire and fire personnel, change or modify any station format, and/or make any other business decisions which the owner of a broadcast station might make during the normal course of business.

(c) Control or Supervision. Nothing contained in this Agreement shall give to Sellers, directly or indirectly, rights to control or supervise the programming, finances, personnel or operations of the Station prior to the consummation of the rescission of the Purchase Agreement, and Buyer shall exercise complete control and supervision of the programming, financing, personnel and operations of the Station prior thereto.

4. Purchase Agreement.

(a) This Agreement shall not affect the Purchase Agreement or any other agreement, document or transaction involved in the Closing under the Purchase Agreement.

(b) This Agreement and the rights and obligations of the parties hereto shall be subject to the rules, regulations, written policies and written directives of the FCC. To the extent any of the actions contemplated herein are inconsistent with any statute, law or any FCC order, rule or regulation, the parties agree to conform this Agreement to the FCC's requirements.

5. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of (i) the date when sent by telecopy or facsimile machine to the number shown below, or (ii) the business day after being

properly deposited for delivery by commercial overnight delivery service, prepaid, or (iii) five (5) days after deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address:

If to Sellers or any of the Piedmont Companies:	Piedmont Television Holdings LLC 7621 Little Avenue Charlotte, North Carolina 28226 Attention: Paul Brissette Telephone No.: (704) 341-0945 Facsimile No.: (704) 341-0944
With a required copy to:	Wyrick Robbins Yates & Ponton LLP The Summit 4101 Lake Boone Trail, Suite 300 Raleigh, North Carolina 27607 Attention: Carolyn W. Minshall, Esq. Telephone No.: (919) 781-4000 Facsimile No.: (919) 781 4865
With a required copy to:	Fletcher, Heald & Hildreth, P.L.C. 1300 North 17th Street, 11th Floor Arlington, Virginia 22209-3801 Attention: Joseph Di Scipio, Esq. Telephone No.: (703) 812-0432 Facsimile No.: (703) 812-0486
If to Buyer:	NVT Savannah, LLC NVT Savannah Licensee, LLC 3500 Lenox Road Suite 640 Atlanta, GA 30326 Attention: John Heinen Telephone No.: (404) 995-4711 Facsimile No.: (404) 995-4712
With a required copy to:	New Vision Television, LLC 11766 Wilshire Blvd., Suite 405 Los Angeles, California Attn: Jason Elkin Telephone No.: (310) 478-3206 Facsimile No.: (310) 478-3222

With a required copy to: HBK Fund, L.P.  
c/o HBK Services LLC.  
300 Crescent, Suite 700  
Dallas, TX 75201  
Attn: Legal  
Facsimile: (214) 758-1207

With a required copy to: Lord Bissell & Brook LLP  
1170 Peachtree Street, NE, Suite 1900  
Atlanta, Georgia 30309  
Attention: Neil H. Dickson, Esq.  
Telephone No.: (404) 870-4617  
Facsimile No.: (404) 806-5617

6. Amendment. This Agreement shall not be amended or modified in any manner except by written document executed by the party or parties against whom enforcement of such amendment or modification may be sought; provided however, that the consent of Buyer's secured lender shall be required for the termination of or any amendments to this Agreement, which consent shall not be unreasonably withheld.

7. Descriptive Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meanings or construction of any of the provisions hereof.

8. Agreement Binding; Assignment; Construction. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Nothing herein shall prohibit Buyer from assigning its rights under this Agreement to any entity or entities affiliated with Buyer or collaterally assigning its rights under this Agreement to its secured lender. This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to the conflict of law principles thereof.

9. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one instrument.

10. Termination. This Agreement shall automatically terminate upon the date on which the FCC's consent to the assignment of the Station Licenses to Licensee shall have become a Final Order. This Agreement shall not otherwise terminate except by a written document signed by the parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized officers all as of the day and year first above written.

BUYER:

**NVT SAVANNAH, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NVT SAVANNAH LICENSEE, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PIEDMONT COMPANIES:

**PIEDMONT TELEVISION HOLDINGS LLC**

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

Paul Brissette, President and CEO

**PIEDMONT TELEVISION OF SAVANNAH LLC**

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

Paul Brissette, President and CEO

**PIEDMONT TELEVISION OF SAVANNAH  
LICENSE LLC**

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

Paul Brissette, President and CEO

[SIGNATURE PAGE TO UNWIND AGREEMENT]