

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement") is made as of _____, 2007 between Parkin Broadcasting of Savannah License, LLC ("Parkin License"), a Delaware limited liability company, Parkin Broadcasting of Savannah, LLC ("Parkin Savannah," and, collectively with Parkin License, "Optionor") and NV Broadcasting, LLC, a Delaware limited liability company ("Optionee").

Recitals

A. Optionor owns and operates the following television broadcast station (the "Station") pursuant to licenses (the "FCC Licenses") issued by the Federal Communications Commission ("FCC"):

WTGS(TV), Hardeeville, South Carolina
(and associated digital television station WTGS-DT, Hardeeville, South Carolina)

B. Optionee desires to obtain from Optionor, and Optionor desires to grant to Optionee, the right to acquire the Station Assets (defined below) on the terms and conditions set forth in this Agreement.

C. Simultaneously with the execution of this Agreement, Optionor has assumed the rights and obligations of Bluenose Broadcasting of Savannah LLC under a Joint Sales Agreement with respect to the Station dated January 5, 1999, as amended September 29, 2003 and on the date hereof (the "JSA"), and a subsidiary of Optionee has assumed the rights and obligations of Piedmont Television of Savannah LLC under the JSA.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration (including Optionee's guarantee of certain debt financing to Optionor), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Option. Optionor hereby irrevocably grants to Optionee an exclusive option (the "Option") to acquire the Station Assets (defined below) for the "Exercise Price" (defined below) (payable as provided in Section 5). The Option may be exercised by Optionee at any time during the period (the "Term") commencing on the date hereof and expiring on the date one month after any expiration or termination of the JSA. The Option may be exercised by Optionee by giving written notice thereof to Optionor (an "Exercise Notice") at any time during the Term. Exercise of the Option will be permitted solely in accordance in all respects with the Communications Act and all applicable rules, regulations and policies of the FCC.

2. Exercise Price.

(a) If Optionee delivers an Exercise Notice on or prior to the first anniversary of the date of this Agreement, the “Exercise Price” shall be Seventeen Million Five Hundred Thousand Dollars (\$17,500,000).

(b) If Optionee delivers an Exercise Notice after the first anniversary of the date of this Agreement but on or prior to the second anniversary of the date of this Agreement, the Exercise Price shall be Eighteen Million Dollars (\$18,000,000).

(c) If Optionee delivers an Exercise Notice after the second anniversary of the date of this Agreement but on or prior to the third anniversary of the date of this Agreement, the Exercise Price shall be Eighteen Million Five Hundred Thousand Dollars (\$18,500,000).

(d) If Optionee delivers an Exercise Notice after the third anniversary of the date of this Agreement but on or prior to the fourth anniversary of the date of this Agreement, the Exercise Price shall be Nineteen Million Dollars (\$19,000,000).

(e) If Optionee delivers an Exercise Notice after the fourth anniversary of the date of this Agreement but on or prior to the fifth anniversary of the date of this Agreement, the Exercise Price shall be Nineteen Million Five Hundred Thousand Dollars (\$19,500,000).

(f) If Optionee delivers an Exercise Notice after the fifth anniversary of the date of this Agreement, the “Exercise Price” shall be the fair market value of the Station Assets, as determined by an appraiser mutually acceptable to Optionor and Optionee within thirty (30) days after the date of an Exercise Notice. If Optionor and Optionee are unable to agree upon an appraiser within such thirty (30) day period, then Optionor and Optionee shall each select one appraiser, and the appraisers so selected shall select an appraiser who shall perform the appraisal.

3. Station Assets. As used herein, the term “Station Assets” means all tangible and intangible assets and properties used or held for use in the operation of the Station (whether now existing or hereafter acquired by Optionor), including without limitation the FCC Licenses and the goodwill of the business of the Station, free and clear of liens, claims and encumbrances. If the Option is exercised, then at Closing (as defined below) Optionee shall assume the obligations of Optionor arising thereafter under the Station Contracts (defined below) after the Closing Date. Optionee does not assume any other obligation or liability of Optionor or the Station, all of which are retained, and shall be paid and performed by Optionor.

4. Station Contracts. If the Option is exercised, Optionor shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of the Station Contracts. At Closing, Optionor shall assign and Optionee shall assume those Station operating contracts, agreements and leases which are approved by Optionee in writing prior to Closing (the “Station Contracts”); provided, however, that, to the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Optionor and assumption by Optionee of Optionor’s rights and obligations under the applicable

Station Contract, with Optionor making available to Optionee the benefits thereof and Optionee performing the obligations thereunder on Optionor's behalf.

5. Closing. If the Option is exercised, then consummation of the sale and purchase of the Station Assets (the "Closing") shall occur on a date (the "Closing Date") designated by Optionee after FCC Consent (defined below) and not later than ten (10) business days after the date the FCC Consent becomes final and non-appealable. On the Closing Date, Optionor shall convey the Station Assets to Optionee free and clear of liens, claims and encumbrances, and Optionee shall pay Optionor the Exercise Price. Within ten (10) business days of delivery of an Exercise Notice, the parties shall file with the FCC an application (the "FCC Application") requesting consent to the assignment of the FCC Licenses to Optionee. Thereafter the parties shall diligently prosecute the FCC Application. The initial consent of the FCC to the FCC Application is referred to herein as the "FCC Consent." Optionee may designate a Closing Date that is after FCC Consent but before the FCC Consent has become final and non-appealable.

6. Representations and Warranties of Optionor. Optionor represents and warrants to Optionee as follows:

(a) Optionor is duly organized, validly existing and in good standing under the laws of the State of Delaware. Optionor is duly qualified to do business and is in good standing in such states in which the failure to so qualify would have a material adverse effect on the business of the Station. Optionor has the requisite power to carry on the business of the Station as it is now being conducted and to own and operate the Station, and Optionor has the requisite power to enter into and complete the transactions contemplated by this Agreement. Optionor has not used any name in the operation of the Station other than its name as first set forth above and the Station's call letters.

(b) All company actions necessary to be taken by or on the part of Optionor in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by Optionor and constitutes the legal, valid and binding obligation of Optionor, enforceable against Optionor in accordance with its terms. No broker or finder fee or similar payment is due in connection with this Agreement or the transactions contemplated hereby as a result of any action or agreement of Optionor or any party acting on its behalf.

(c) Subject to receipt of the FCC Consent, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (a) conflict with or violate the articles of incorporation or bylaws of Optionor; (b) conflict with or violate or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract to which Optionor is a party or by which it is bound, or by which the Station or any of the Station Assets may be affected, or result in the creation of any lien, claim or encumbrance upon any of the Station Assets; or (c) violate any judgment, decree, order, statute, law, rule or regulation applicable to Optionor, the Station or any of the Station Assets.

(d) Optionor has complied in all material respects with all laws, rules, and regulations applicable to the operation of the Station. Optionor is not in violation or breach in any material respect of any of the terms, conditions or provisions of any order, judgment or decree relating to or affecting the Station or the Station Assets to which Optionor is a party or by which it is bound. There is no action, suit or proceeding or threatened against Optionor relating to or affecting the Station or the Station Assets. There are no governmental investigations pending or threatened against Optionor relating to or affecting the Station or the Station Assets (except those affecting the industry generally).

(e) The FCC Licenses are held by Optionor, are in full force and effect and are not subject to any action or proceeding (other than those affecting the industry generally). The Station Assets are owned by Optionor free and clear of liens, claims and encumbrances. The Station Contracts are in full force and effect and, to Optionor's knowledge, no breach or default has occurred thereunder. The tangible personal property and real property included in the Station Assets are in good operating condition and repair. The use of intangible property included in the Station Assets does not infringe upon the rights of any other person or entity. Optionor has delivered to Optionee true and complete lists of the FCC Licenses, the Station Contracts, and the tangible personal property, real property and intangible property included in the Station Assets.

7. Representations and Warranties of Optionee. Optionee represents and warrants to Optionor as follows:

(a) Optionee is duly organized, validly existing and in good standing under the laws of the State of Delaware. Optionee is duly qualified to do business and is in good standing in such states in which the failure to so qualify would have a material adverse effect on the business of the Station.

(b) All company actions necessary to be taken by or on the part of Optionee in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by Optionee and constitutes the legal, valid and binding obligation of Optionee, enforceable against Optionee in accordance with its terms. No broker or finder fee or similar payment is due in connection with this Agreement or the transactions contemplated hereby as a result of any action or agreement of Optionee or any party acting on its behalf.

(c) Subject to receipt of the FCC Consent, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (a) conflict with or violate the articles of incorporation or bylaws of Optionee or (b) violate any judgment, decree, order, statute, law, rule or regulation applicable to Optionee.

8. Covenants of Optionor. During the Term (and thereafter until Closing if the Option is exercised):

(a) Optionor shall: (i) keep the Station Assets free and clear of liens, claims and encumbrances (other than Liens of Optionor's senior lender); (ii) carry on the business of the

Station, and keep its books and accounts, records and files, in the ordinary course or business, and operate the Station in accordance with the terms of the FCC Licenses and in compliance with all applicable laws, rules and regulations (including without limitation all applicable FCC rules and regulations); (iii) maintain the FCC Licenses in full force and effect (including without limitation the Station's digital television authorizations), timely file and prosecute any necessary applications for renewal of the FCC Licenses, and make all necessary FCC filings with respect to the Station's digital television authorizations; (iv) keep all tangible personal property and real property included in the Station Assets in good operating condition (ordinary wear and tear excepted) and repair and maintain adequate and usual supplies of inventory, office supplies, spare parts and other materials, and maintain in effect adequate casualty and liability insurance with respect to the Station and the Station Assets (risk of loss of the Station Assets remaining with Optionor until Closing); and (v) give Optionee access to the Station Assets and such other information concerning the Station as Optionee may request.

(b) Optionor shall not, without the prior written consent of Optionee: (i) sell, lease, transfer, or otherwise dispose of, any Station Assets, except for non-material sales or leases, in the ordinary course of business, of items which are being replaced by assets of comparable or superior kind, condition and value; (ii) renew, renegotiate, modify, amend or terminate any contract with respect to the Station except in the ordinary course of business; (iii) adversely modify the FCC Licenses or make any adverse change in any of the buildings, leasehold improvements or fixtures of the Station; or (iv) enter into any transaction with any affiliate of Optionor or any officer, manager, member, director or shareholder of Optionor or any affiliate of Optionor (or relative thereof).

(c) Nothing contained in this Agreement shall give Optionee any right to control, supervise or direct the operation of the Station prior to the Closing, and, consistent with FCC rules, control of the operation of the Station prior to Closing shall remain the responsibility of Optionor as holder of the FCC Licenses.

9. Mutual Covenants of Optionor and Optionee.

(a) Generally. Each of Optionor and Optionee covenants and agrees that it will promptly notify the other party in writing upon becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of the Closing, or upon receiving any notice from any governmental department, court, agency, or commission of its intention to institute an investigation into or institute a suit or proceeding to restrain or enjoin the consummation of the transactions herein, or to nullify or render ineffective this Agreement or the Closing if consummated.

(b) Covenants During Exercise Period. Each of Optionor and Optionee covenants and agrees that, after Optionee gives any Exercise Notice and unless and until such Exercise Notice is withdrawn, Optionor and Optionee will jointly use reasonable efforts (both prior to and after the Closing Date) to obtain or cause to be obtained prior to the Closing Date all consents to the Station Contracts and to execute such assumption instruments as may be required or requested in connection with obtaining any consent (or, in the alternative, enter into one or more replacement agreements which would be effective on or prior to the Closing and would

grant Optionee substantially the same benefits as Optionor enjoys under the replaced contract(s) immediately prior to the Closing).

10. Survival. Optionor's representations, warranties and covenants set forth in this Agreement shall be deemed continuing during the Term (and thereafter until Closing if the Option is exercised) and compliance with such covenants and accuracy of such representations and warranties in all material respects is a condition to Closing. If the Option is exercised, such representations and warranties, and Optionor's covenants under this Agreement, shall survive such exercise and shall survive Closing for a period of two (2) years. Optionor shall indemnify and hold harmless Optionee from and against any loss, liability, cost or expense arising from any breach or default by Optionor under this Agreement. Any exercise of the Option may be rescinded and re-exercised by Optionee from time to time during the Term.

11. Confidentiality. Subject to the requirements of applicable law, and except as provided by Section 15 hereof, this Agreement, the transactions contemplated hereby, and all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement, shall be confidential and shall not be disclosed to any other person or entity, except the parties' attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement.

12. Further Assurances. Each party hereto shall execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, to carry out and effect the intent of this Agreement, including without limitation the execution and delivery of a customary asset purchase agreement upon any exercise of the Option if requested by Optionee, and, at and after Closing, any confirmatory and other instruments any and all actions which may reasonably be necessary to consummate the transactions contemplated hereby. Notwithstanding anything in this Agreement to the contrary, Optionee is not obligated to exercise the Option.

13. Specific Performance. In the event of a breach or threatened breach by Optionor of any representation, warranty, covenant or agreement under this Agreement, at Optionee's election, in addition to any other remedy available to it, Optionee shall be entitled to an injunction restraining any such breach or threatened breach and, subject to obtaining any requisite approval of the FCC, to enforcement of this Agreement by a decree of specific performance requiring Optionor to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Optionor may not assign this Agreement. Optionee may assign this Agreement upon written notice to Optionor, whether before or after exercise of the Option. Without limiting the foregoing, Optionee may exercise the Option and designate any third party to acquire all or part of the Station Assets.

15. FCC Filing and Local Recordation. Within thirty (30) calendar days of the date of this Agreement, Optionor shall file a copy of this Agreement with the FCC in accordance with the provisions of Section 73.3613 of the FCC rules and shall place a copy thereof in the public inspection file of the Station. The parties shall execute such documents and instruments and make such filings, recordings and placements of this Agreement in all public offices, and shall do such other acts and things, as Optionee may request to establish, maintain, provide notice of, or otherwise protect Optionee's rights hereunder, including without limitation the filing and recording of this Agreement (or a memorandum of this Agreement) and UCC-1 Financing Statements evidencing it in the public records of each jurisdiction in which any Station Assets are located.

16. Miscellaneous. Each party shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby; provided, however, if Optionee exercises the Option and subsequently withdraws its Exercise Notice, Optionee shall reimburse Optionor for its reasonable costs and expenses associated with such withdrawn Exercise Notice; and provided further that Optionee shall be solely responsible for all fees associated with obtaining the FCC Consent. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. Any notices under this Agreement (including without limitation any Exercise Notice) shall be given pursuant to the terms of, and to the addresses set forth in, the JSA. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO OPTION AGREEMENT

IN WITNESS WHEREOF, Optionee and Optionor have duly executed this Agreement as of the date first above written.

OPTIONOR:

PARKIN BROADCASTING OF SAVANNAH
LICENSE, LLC

By: _____
Name:
Title:

PARKIN BROADCASTING OF SAVANNAH, LLC

By: _____
Name:
Title:

OPTIONEE:

NV BROADCASTING, LLC

By: _____
Name:
Title: