

LIN TELEVISION CORPORATION

August 26, 2010

Doug Gealy
President and CEO
ACME Communications Inc.
890 Bluespring Lane
St. Louis, MO 63131

Re: Amendment to Option Agreement

Dear Mr. Gealy:

Option Agreement. Reference is made to that certain Option Agreement by and between LIN Television Corporation (“**LIN**”) and ACME Television, LLC, ACME Television of Ohio, LLC, ACME Television Licenses of Ohio, LLC, ACME Television of Wisconsin, LLC, ACME Television Licenses of Wisconsin, LLC, ACME Television of New Mexico, LLC, and ACME Television Licenses of New Mexico, LLC, dated as of May 28, 2010 (the “**Option Agreement**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Option Agreement.

Notice of Early Exercise. Reference is also made to that certain Exercise Notice of LIN, delivered on August 26, 2010, evidencing LIN’s Early Exercise of the Call Option with respect to those certain Optioned Assets corresponding to the Dayton Station and the Green Bay Station, pursuant to the terms and subject to the conditions of the Option Agreement.

Allocation of Early Exercise Purchase Price. Pursuant to Section 10.4 of the Option Agreement, the parties acknowledge and agree that, with respect to the aggregate Early Exercise Purchase Price of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) applicable to such Early Exercise, Nine Million Two Hundred Thousand Dollars (\$9,200,000) shall be the portion of such Early Exercise Purchase Price that is allocable to the acquisition of the Optioned Assets corresponding to the Dayton Station, and Two Million Three Hundred Thousand Dollars (\$2,300,000) shall be the portion of such Early Exercise Purchase Price that is allocable to the acquisition of the Optioned Assets corresponding to the Green Bay Station.

Notices. Pursuant to Sections 10.3 and 10.4 of the Option Agreement, *Exhibit D* of the Option Agreement is hereby amended by deleting the entire address listed under the heading “If to Parent and Sellers, to” and replacing it with the following address:

Doug Gealy
President and CEO
ACME Communications Inc.
890 Bluespring Lane
St. Louis, MO 63131

[*Remainder of page intentionally left blank; signature pages follow*]

If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this letter agreement shall become a legal and binding agreement among the parties hereto.

LIN TELEVISION CORPORATION

By: 
Name: _____
Title: **Vincent L. Sadusky**
President & CEO

Agreed and Accepted as of the date hereof

ACME TELEVISION, LLC

By: _____
Name:
Title:

ACME TELEVISION OF OHIO, LLC

By: _____
Name:
Title:

ACME TELEVISION LICENSES OF OHIO, LLC

By: _____
Name:
Title:

ACME TELEVISION OF WISCONSIN, LLC

By: _____
Name:
Title:

ACME TELEVISION LICENSES OF WISCONSIN, LLC

If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this letter agreement shall become a legal and binding agreement among the parties hereto.

LIN TELEVISION CORPORATION

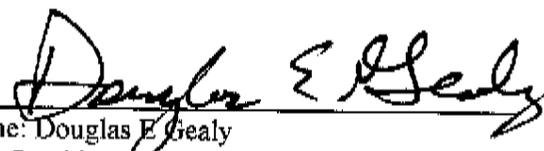
By: _____
Name:
Title:

Agreed and Accepted as of the date hereof

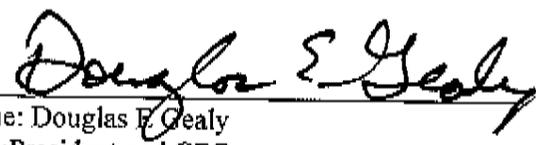
ACME TELEVISION, LLC

By: 
Name: Douglas E Gealy
Title: President and CEO

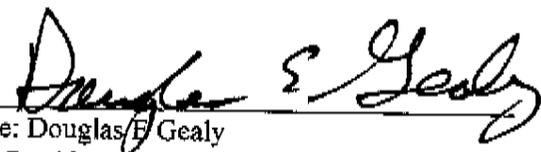
ACME TELEVISION OF OHIO, LLC

By: 
Name: Douglas E Gealy
Title: President and CEO

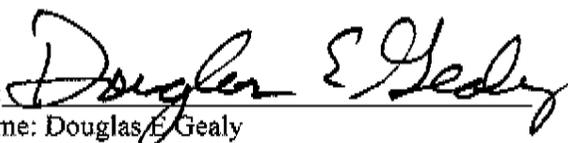
ACME TELEVISION LICENSES OF OHIO, LLC

By: 
Name: Douglas E Gealy
Title: President and CEO

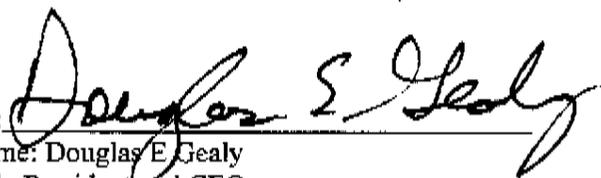
ACME TELEVISION OF WISCONSIN, LLC

By: 
Name: Douglas E Gealy
Title: President and CEO

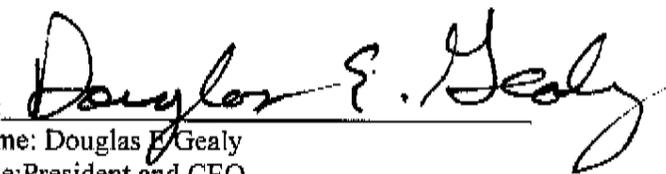
ACME TELEVISION LICENSES OF WISCONSIN, LLC

By: 
Name: Douglas E Gealy
Title: President and CEO

ACME TELEVISION OF NEW MEXICO, LLC

By: 
Name: Douglas E Gealy
Title: President and CEO

ACME TELEVISION LICENSES OF NEW MEXICO, LLC

By: 
Name: Douglas E Gealy
Title: President and CEO