[***Execution Version***]

LIN TELEVISION CORPORATION

May 4, 2012

Vaughan Media LLC
Vaughan Acquisition LLC
KTKA Television, LLC
WTGS Television, LLC
WYTV Television, LLC
c/o Mr. Thomas J. Vaughan
1850 Burning Tree Street
Decatur, IL 62521

Dear Mr. Vaughan:

1. Reference is hereby made to (a) the Asset Purchase Agreement, dated as of May 4, 2012 and attached hereto as *Exhibit A* (the "***NV Purchase Agreement***"), by and among LIN Television Corporation ("***LIN***") and NVT Networks, LLC, NVT License Company, LLC, NVT Birmingham, LLC, NVT Birmingham Licensee, LLC, NVT Mason City, LLC, NVT Mason City Licensee, LLC, NVT Portland, LLC, NVT Portland Licensee, LLC, NVT Hawaii, LLC, NVT Hawaii Licensee, LLC, NVT Wichita, LLC, NVT Wichita Licensee, LLC, NVT Topeka, LLC, NVT Topeka Licensee, LLC, NVT Savannah, LLC, NVT Savannah Licensee, LLC, NVT Youngstown, LLC and NVT Youngstown Licensee, LLC (each, an "***NV Seller***" and collectively, "***NV Sellers***"), and (b) the Asset Purchase Agreement, dated as of May 4, 2012 and attached hereto as *Exhibit B* (the "***PBC Purchase Agreement*** "), by and among Vaughan Acquisition LLC (the "***Company***"), KTKA Television, LLC (the "***Topeka Subsidiary***"), WTGS Television, LLC (the "***Savannah Subsidiary***"), and WYTV Television, LLC (the "***Youngstown Subsidiary***", and, together with the Company, the Topeka Subsidiary and the Savannah Subsidiary, each, a "***Vaughan Buyer***" and collectively, "***Vaughan Buyers***") and PBC Broadcasting, LLC, PBC Broadcasting of Savannah, LLC, PBC Broadcasting of Savannah License, LLC, PBC Broadcasting of Youngstown, LLC, PBC Broadcasting of Youngstown License, LLC, PBC Broadcasting of Topeka, LLC and PBC Broadcasting of Topeka License (each, a "***PBC Seller***" and collectively, "***PBC Sellers***"). Capitalized terms used, but not otherwise defined herein shall have the meanings ascribed to such terms in the PBC Purchase Agreement.

2. Pursuant to the NV Purchase Agreement, and subject to the prior consent of the FCC, LIN will acquire from NV Sellers certain assets (the "***NV Station Assets***") relating to the television broadcast stations listed in Recital A of the NV Purchase Agreement (the "***NV Stations***") and, upon the closing of the transactions under the NV Purchase Agreement (the "***NV Closing***"), LIN will be the licensee of the NV Stations. Concurrently, pursuant to the PBC Purchase Agreement, among other things, Vaughan Buyers will acquire from PBC Sellers certain assets (the "***PBC Station Assets***") relating to the television broadcast stations listed in Recital A of the PBC Purchase Agreement (the "***PBC Stations***") and, upon the closing of the transactions under the PBC Purchase

Agreement (the "***PBC Closing***"), Vaughan Buyers will be the licensees of the PBC Stations. Accordingly, each of LIN, Vaughan Buyers and Vaughan Media LLC, the parent entity of each Vaughan Buyer ("***Vaughan Media***"), desires to set forth certain mutual understandings and agreements in connection with the anticipated filing of FCC applications and, following and subject to obtaining the necessary FCC consents, implementing each of the NV Closing and the PBC Closing.

3. Each Vaughan Buyer hereby agrees to use its commercially reasonable efforts to cooperate with the other parties to the PBC Purchase Agreement to complete the FCC Application requesting the FCC Consent to the assignment of the FCC Licenses for the PBC Stations to Vaughan Buyers and, together with the other persons who are required to join in such filings, jointly submit such FCC Applications to the FCC as contemplated by the PBC Purchase Agreement. Vaughan Buyers will diligently take, or cooperate in taking, all reasonable steps that are necessary, proper or desirable to expedite the preparation and submission of such FCC Applications for the FCC Consent and its prosecution to Final Order and to obtain any extension of the effectiveness of any FCC Consent which may be required in order to permit the assignment of the FCC Licenses to be consummated pursuant to the PBC Purchase Agreement. Vaughan Buyers will provide LIN and PBC Sellers with a copy of any pleading, order or other document served on any Vaughan Buyer relating to the FCC Applications. Vaughan Buyers will not take any action which is intended to or which would reasonably be likely to materially or adversely affect the likelihood of the grant of any FCC Consent or any FCC Consent becoming a Final Order. Notwithstanding anything to the contrary contained herein, between the date hereof and the PBC Closing, Vaughan Buyers shall use their commercially reasonable efforts to obtain the FCC Consent with respect to the PBC Stations.

4. Each Vaughan Buyer further agrees to cooperate with the parties to the PBC Purchase Agreement in taking all commercially reasonable actions in connection with obtaining any consents required in connection with the transfer of the PBC Station Assets relating to the PBC Stations to Vaughan Buyers pursuant to the PBC Purchase Agreement. Each Vaughan Buyer agrees to provide LIN with prompt notification and copies of all notices from PBC Sellers, or any other party, provided to such Vaughan Buyer pursuant or relating to the PBC Purchase Agreement.

5. LIN agrees to promptly pay or reimburse each Vaughan Buyer, upon invoicing with reasonable documentation, for all of its reasonable costs and out-of-pocket expenses, including filing fees and reasonable attorneys' fees, incurred in connection with (a) each Vaughan Buyer's compliance with its obligations pursuant to this letter agreement and (b) the preparation and negotiation of the documents referenced in this letter agreement.

6. In order to promote the contemplated coordination of the closings, Vaughan Buyers shall ensure that LIN is provided with no less than three (3) business days prior written notice of the PBC Closing. In addition, in order to promote the consistent application and enforcement of the rights of LIN and Vaughan Buyers under the NV Purchase Agreement and PBC Purchase Agreement, respectively, Vaughan Buyers will consult with LIN with respect to, and reasonably prior to (a) the exercise of any Vaughan Buyer's material rights or remedies under the PBC Purchase Agreement, (b) the granting

of any consent by any Vaughan Buyer to any action or inaction by PBC Sellers that would otherwise be in breach of or conflict with the terms of the PBC Purchase Agreement or (c) the waiver by any Vaughan Buyer of any material rights under the PBC Purchase Agreement.

7. Notwithstanding anything in this letter agreement to the contrary, and subject to (*y*) obtaining and entering into a credit agreement or other financing arrangement in connection with the financing of the purchase of the PBC Station Assets under the PBC Purchase Agreement, pursuant to which LIN has agreed in writing to guarantee the indebtedness of Vaughan Buyers thereunder, including pursuant to that certain credit facility and related financing arrangements contemplated by that certain Commitment Letter, by and among JP Chase Bank, N.A.; J.P. Morgan Securities LLC, and the Company, dated as of May 4, 2012 (collectively, an "***Acquisition Financing Arrangement***") prior to or substantially contemporaneously with the PBC Closing, and (*z*) LIN's compliance and performance with all representations, warranties, covenants and obligations of LIN hereunder and under the NV Purchase Agreement, Vaughan Buyers agree to (a) acquire the PBC Station Assets from PBC Sellers and to assume and become responsible to pay, satisfy, perform and discharge as and when due the corresponding Assumed Obligations relating to the PBC Stations from and after the PBC Closing, (b) at the PBC Closing, pay to PBC Sellers via wire transfer in immediately available funds an amount equal to the Purchase Price (subject to any adjustments provided for by the PBC Purchase Agreement), less the Indemnity Escrow Deposit, (c) fund into escrow the Indemnity Escrow Deposit, and (d) execute and deliver such bills of sale, assignment and assumption agreements and such other documents or instruments as LIN, PBC Sellers or the escrow agent (with respect to the Indemnity Escrow Deposit) shall reasonably request or deem necessary to carry out the purposes of this letter agreement and, to the extent not inconsistent with this letter agreement or the PBC Purchase Agreement.

8. In connection with the PBC Closing, Vaughan Buyers shall further cooperate with the parties to the PBC Purchase Agreement by furnishing additional information, executing and delivering any additional documents and/or instruments, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by the PBC Purchase Agreement.

9. LIN, Vaughan Media and Vaughan Buyers shall each cooperate with one another and use commercially reasonable efforts to secure an Acquisition Financing Arrangement with respect to the payment of all obligations of Vaughan Buyers (including, without limitation, the Purchase Price, the Indemnity Escrow Deposit) in connection with Vaughan Buyer's acquisition of the PBC Station Assets pursuant to the PBC Purchase Agreement.

10. From and after the date hereof, LIN shall defend, indemnify and held harmless Vaughan Media and each Vaughan Buyer from and against any and all losses, costs, damages, claims, suits, actions, judgments, liabilities and expenses, including reasonable attorneys' fees and expenses ("***Damages***") incurred by Vaughan Media or any Vaughan Buyer arising out of or resulting from (a) the performance of Vaughan Buyers' obligations under the PBC Purchase Agreement (without limiting the obligations of

Vaughan Buyers pursuant to this letter agreement), (b) any act or omission, event or occurrence that was or shall be caused by LIN, its agents or affiliates (including any predecessor in interest thereto) relating to the NV Purchase Agreement or (c) the performance of Vaughan Media's or Vaughan Buyers' obligations under this letter agreement; provided, however, that this Section 10 shall not extend to Damages to the extent arising out of or resulting from a breach by Vaughan Media or any Vaughan Buyer of its representations, warranties, covenants or agreements in, as applicable, this letter agreement, the PBC Purchase Agreement or from the gross negligence or willful misconduct of Vaughan Media, any Vaughan Buyer or any of their respective employees, agents or affiliates. Any claims for indemnification pursuant to this Section 10 shall be made and conducted in accordance with the procedures set forth on *Exhibit G*.

11. As of the date hereof and as of the PBC Closing, LIN and Vaughan Buyers hereby make the following representations and warranties to one another:

(a) Such party has the legal right and requisite power and authority to make and enter into this letter agreement and, in the case of LIN, the NV Purchase Agreement, and, in the case of each Vaughan Buyer, the PBC Purchase Agreement, and to perform its obligations hereunder and thereunder and to comply with the provisions hereof and thereof. The execution, delivery and performance of, as applicable, this letter agreement, the NV Purchase Agreement, the PBC Purchase Agreement, each Option Agreement, dated as of May 4, 2012 and attached hereto as *Exhibits D-1*, *D-2*, *D-3, and D-4* (each, an "***Option Agreement***" and collectively, the "***Option Agreements***"), by and between LIN, Vaughan Media and each Vaughan Buyer, each Shared Services Agreement, dated as of May 4, 2012 and attached hereto as *Exhibits E-1*, *E-2* and *E-3* (each, an "***SSA***" and collectively, the "***SSAs***"), by and between LIN and certain Vaughan Buyers and each Joint Sales Agreement, dated May 4, 2012 and attached hereto as *Exhibits F-1*, *F-2* and *F-3* (each, a "***JSA***" and collectively, the "***JSAs***"), by and between LIN and certain Vaughan Buyers (this letter agreement and the NV Purchase Agreement, PBC Purchase Agreement, Option Agreements, SSAs and JSAs being collectively referred to herein as the "***Transaction Documents***") by such party has been duly authorized by all necessary company action on its part. The execution, delivery and performance of this letter agreement by such party does not and will not contravene the charter, bylaws or other organizational documents of such party. The Transaction Documents to which such party is a party have been duly executed and delivered by such party and constitute the valid and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any preceding therefor may be brought.

(b) The execution, delivery and performance by such party of the Transaction Documents to which such party is a party, and the compliance by such party with the provisions hereof and thereof, do not and will not (with or without notice or lapse of time, or both) conflict with, or result in any violation of, or default under, or give rise to any right of termination, cancellation or acceleration of any obligation under any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument,

permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such party or any of its properties or assets, other than any such conflicts, violations, defaults, or other effects which, individually or in the aggregate, do not and will not prevent, restrict or impede such party's performance of its obligations under and compliance with the provisions of such Transaction Documents and the other documents executed by such party in connection herewith and therewith.

(c) Subject to obtaining the FCC Consent and HSR Clearance, as applicable, (as the term "FCC Consent" and HSR Clearance are defined in the Purchase Agreement and the NV Purchase Agreement, as applicable) and exclusive of any other governmental, third-party or other consent contemplated by the terms of the Purchase Agreement, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or any other person or entity (other than any of the foregoing which have been obtained and, at the date in question, are then in effect) is required under existing laws as a condition to the execution, delivery or performance of this letter agreement by such party.

12. As of the date hereof and as of the PBC Closing, Vaughan Media and Vaughan Buyers hereby make the following additional representations and warranties to LIN:

(a) Vaughan Buyers are legally, financially and otherwise qualified under the Communications Laws to acquire the PBC Station Assets from the PBC Sellers. There is no fact or condition known to such party that would, under the Communications Laws, disqualify Vaughan Buyers as owners and operators of the PBC Stations. There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Vaughan Media's or Vaughan Buyers' knowledge, threatened against any Vaughan Buyer affecting its qualification to hold an FCC License or its ability to purchase and acquire the applicable portion of the PBC Station Assets nor, to Vaughan Media's or Vaughan Buyers' knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Neither Vaughan Media nor Vaughan Buyers have been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on any Vaughan Buyer's ability to enter into the Transaction Documents to which it is a party.

(b) The Company was organized as a Delaware limited liability company on April 24, 2012, and each of the Savannah Subsidiary, Topeka Subsidiary, and the Youngstown Subsidiary were organized as a Delaware limited liability company on April 20, 2012. Vaughan Media is the sole manager and member of the Company, and the Company is the sole member of, and T.J. Vaughan is the sole manager of the other Vaughan Buyer and there are no outstanding subscriptions, warrants, options, calls, commitments or other rights to purchase or acquire any equity or debt interests, or any securities convertible into or exchangeable for any equity or debt interests, in any Vaughan Buyer. Prior to the date hereof, Vaughan Buyers have not engaged in any business and do not have any liabilities or obligations, except those liabilities and obligations incurred in connection with its organization, the negotiation, execution,

delivery and performance of this letter agreement, the PBC Purchase Agreement, the Option Agreements, the SSAs and the JSAs and the transactions contemplated hereby and thereby and incidental expenses incurred in connection therewith.

13. As of the date hereof and as of the PBC Closing, Vaughan Media hereby makes the following additional representations and warranties to LIN:

(a) Vaughan Media has the legal right and requisite power and authority to make and enter into this letter agreement and the Option Agreements and to perform its obligations hereunder and thereunder and to comply with the provisions hereof and thereof. The execution, delivery and performance of this letter agreement and the Option Agreement by Vaughan Media has been duly authorized by all necessary company action on its part. The execution, delivery and performance of this letter agreement and the Option Agreements by Vaughan Media does not and will not contravene the charter, bylaws or other organizational documents of Vaughan Media. This letter agreement and each Option Agreement has been duly executed and delivered by Vaughan Media and constitutes the valid and binding obligation of Vaughan Media enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any preceding therefor may be brought.

(b) The execution, delivery and performance by Vaughan Media of this letter agreement and the Option Agreements, and the compliance by Vaughan Media with the provisions hereof and thereof, do not and will not (with or without notice or lapse of time, or both) conflict with, or result in any violation of, or default under, or give rise to any right of termination, cancellation or acceleration of any obligation under any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Vaughan Media or any of its properties or assets, other than any such conflicts, violations, defaults, or other effects which, individually or in the aggregate, do not and will not prevent, restrict or impede Vaughan Media's performance of its obligations under and compliance with the provisions of this letter agreement, the Option Agreements and the other documents executed by Vaughan Media in connection herewith and therewith.

(c) Subject to obtaining the FCC Consent (and the "FCC Consent" as defined in the NV Purchase Agreement), no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or any other person or entity (other than any of the foregoing which have been obtained and, at the date in question, are then in effect) is required under existing laws as a condition to the execution, delivery or performance of this letter agreement by Vaughan Media.

14. From and after the date hereof, Vaughan Media shall take all actions necessary to cause each Vaughan Buyer to perform its obligations under, and otherwise comply in all respects with the provisions of, this letter agreement, the PBC Purchase Agreement, each

applicable Option Agreement, each applicable SSA and each applicable JSA and the other documents executed by each Vaughan Buyer in connection herewith and therewith.

15. This letter agreement may be terminated as follows:

(a) prior to the PBC Closing upon the mutual written agreement of Vaughan Media, Vaughan Buyers and LIN;

(b) automatically and without further action of the parties upon termination of the PBC Purchase Agreement for any reason; *provided* that, except as otherwise provided herein, termination of this letter agreement shall not relieve any party of any liability for breach or default under this letter agreement prior to the date of termination. Notwithstanding anything to the contrary, termination of this letter agreement shall not relieve any party of any obligation, including payment obligations, that shall have accrued prior to the date of such termination. In the event that this letter agreement shall terminate pursuant to this Section 15, the Option Agreements, SSAs and JSAs shall be deemed terminated automatically without further action of the parties.

16. Miscellaneous.

(a) Nothing in this letter agreement, whether express or implied, shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this letter agreement.

(b) This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law rules of such State.

(c) This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The delivery of this letter agreement by facsimile or other electronic transmission will be deemed to be an original of the letter agreement so transmitted.

(d) If one or more provisions of this letter agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this letter agreement, and the balance of this letter agreement shall be enforceable in accordance with its terms.

(e) The section headings used in this letter agreement are for reference purposes only and shall not affect the meaning or interpretation of any term or provision of this letter agreement.

(f) Without intending to limit the remedies available to any of the parties hereto, each of the parties hereto acknowledges and agrees that a breach by such party of any provision of this letter agreement will cause the other parties hereto irreparable injury for which an adequate remedy at law is not available. Therefore, the parties hereto agree that in the event of any such breach each such party shall be entitled to an injunction, restraining order or other form of equitable relief from any court of competent jurisdiction restraining any other party hereto from committing any breach or threatened

breach of, or otherwise specifically to enforce, any such provision of this letter agreement, and without any requirement of proving actual damages or posting any bond or other security, in addition to any other remedies that such parties may have at law or in equity.

(g) NO PARTY HERETO SHALL BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

(h) This letter agreement and the exhibits and attachments hereto, the NV Purchase Agreement, the PBC Purchase Agreement, the Option Agreements, the SSAs and the JSAs collectively represent the entire understanding and agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof.

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth our mutual 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: Richard Schmaeling
Title: Senior Vice President and Chief Financial Officer

Agreed and Accepted as of the date hereof:

VAUGHAN MEDIA LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

VAUGHAN ACQUISITION LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

KTKA TELEVISION, LLC

By: Vaughan Acquisition LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

WTGS TELEVISION, LLC

By: Vaughan Acquisition LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

WYTV TELEVISION, LLC

By: Vaughan Acquisition, LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

If the foregoing correctly sets forth our mutual 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:

VAUGHAN MEDIA LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

VAUGHAN ACQUISITION LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

KTKA TELEVISION, LLC

By: Vaughan Acquisition LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

WTGS TELEVISION, LLC

By: Vaughan Acquisition LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

WYTV TELEVISION, LLC

By: Vaughan Acquisition, LLC

By:_____
Name: Thomas J. Vaughan
Title: Manager

Exhibit A
NV Purchase Agreement

[See Attached]

Exhibit B
PBC Purchase Agreement

[See Attached]

Exhibit C

[*Reserved*]

Exhibit D-1
Option Agreement for WTGS

[See Attached]

Exhibit D-2
Option Agreement for WYTV

[See Attached]

Exhibit D-3
Option Agreement for KTKA

[See Attached]

Exhibit D-4
Option Agreement for Membership Interests in Vaughan Acquistion LLC

[See Attached]

Exhibit E-1
Shared Services Agreement for WTGS

[See Attached]

Exhibit E-2
Shared Services Agreement for WYTV

[See Attached]

Exhibit E-3
Shared Services Agreement for KTKA

[See Attached]

Exhibit F-1
Joint Sales Agreement for WTGS

[See Attached]

Exhibit F-2
Joint Sales Agreement for WYTV

[See Attached]

Exhibit F-3
Joint Sales Agreement for KTKA

[See Attached]

Exhibit G
Indemnification Procedures

(a) If Vaughan Media or any Vaughan Buyer (collectively, "***Vaughan***") asserts a claim for indemnification for, or receives notice of the assertion or commencement of any action, suit, claim or legal, administrative, arbitration, mediation, governmental or other proceeding or investigation, other than any brought by Vaughan Media, any Vaughan Buyer or any of their respective affiliates (a "***Third Party Claim***") as to which Vaughan intends to seek indemnification under this letter agreement, Vaughan shall give reasonably prompt written notice of such claim to LIN, together with a statement of any available information regarding such claim. LIN shall have the right, upon written notice to Vaughan (the "***Defense Notice***") within fifteen (15) days after receipt of notice of such claim, to conduct at its expense the defense against such Third Party Claim in its own name, or if necessary in the name of Vaughan (which notice shall specify the counsel the LIN will appoint to defend such claim ("***Defense Counsel***"); provided, however, that Vaughan shall have the right to approve the Defense Counsel, which approval shall not be unreasonably withheld or delayed). The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any Third Party Claim. If LIN delivers a Defense Notice to Vaughan, Vaughan will cooperate with and make available to LIN such assistance and materials as may be reasonably requested by LIN, all at the expense of LIN.

(b) If LIN shall fail to give a Defense Notice, it shall be deemed to have elected not to conduct the defense of the subject Third Party Claim, and in such event Vaughan shall have the right to conduct such defense in good faith. If Vaughan defends any Third Party Claim, then LIN shall reimburse Vaughan for the costs and expenses of defending such Third Party Claim upon submission of periodic bills. If LIN elects to conduct the defense of the subject Third Party Claim, Vaughan may participate, at its own expense, in the defense of such Third Party Claim; provided, however, that Vaughan shall be entitled to participate in any such defense with separate counsel at the expense of LIN if (i) so requested by LIN to participate or (ii) in the reasonable opinion of counsel to Vaughan, a conflict or potential conflict exists between Vaughan and LIN that would make such separate representation advisable.

(c) Regardless of which party defends a Third Party Claim, the other party shall have the right at its expense to participate in the defense of such Third Party Claim, assisted by counsel of its own choosing. Vaughan shall not compromise, settle, default on, or admit liability with respect to a Third Party Claim without the prior written consent of LIN, which consent shall not be unreasonably withheld or delayed, and, if Vaughan settles, compromises, defaults on, or admits liability with respect to a Third Party Claim except in compliance with the foregoing, Vaughan will be liable for all Damages paid or incurred in connection therewith and LIN shall have no obligation to indemnify Vaughan with respect thereto. LIN shall not compromise or settle a Third Party Claim without the consent of Vaughan, which consent shall not be unreasonably withheld or delayed, unless such compromise or settlement includes as a term thereof an unconditional release of Vaughan and such compromise or release does not impose any non-monetary obligations

on Vaughan other than immaterial administrative obligations (and all monetary obligations are subject to the indemnification provisions of this letter agreement), in which case the consent of Vaughan shall not be required.

(d) After any final decision, judgment or award shall have been rendered by a court or governmental entity of competent jurisdiction and the expiration of the time in which to appeal therefrom, or after a settlement shall have been consummated, or after Vaughan and LIN shall have arrived at a mutually binding agreement with respect to a Third Party Claim hereunder, Vaughan shall deliver to LIN notice of any sums due and owing by LIN pursuant to this letter agreement with respect to such matter and LIN shall be required to pay all of the sums so due and owing to Vaughan by wire transfer of immediately available funds within ten (l0) business days after the date of such notice.

(e) Any claim by Vaughan for indemnification other than indemnification against a Third Party Claim (a "***Direct Claim***") will be asserted by giving LIN reasonably prompt written notice thereof, and LIN will have a period of twenty (20) days within which to satisfy such Direct Claim. If LIN does not so respond within such twenty (20) day period, LIN will be deemed to have rejected such claim, in which event Vaughan will be free to pursue such remedies as may be available to Vaughan under Section 10 of this letter agreement.

(f) A failure by Vaughan to give timely, complete, or accurate notice as provided in this *Exhibit G* shall not affect the rights or obligations of either party hereunder except to the extent that, as a result of such failure, any party entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially adversely affected or damaged as a result of such failure to give timely, complete, and accurate notice.

(g) The parties shall use their commercially reasonable efforts to collect the proceeds of any insurance that would have the effect of reducing any Damages (in which case such proceeds shall reduce such Damages). To the extent any Damages of Vaughan are reduced by receipt of payment under insurance policies or from third parties not affiliated with Vaughan, such payments (net of the expenses of the recovery thereof) shall be credited against such Damages and, if indemnification payments shall have been received prior to the collection of such proceeds, Vaughan shall remit to LIN the amount of such proceeds (net of the cost of collection thereof) to the extent of indemnification payments received in respect of such Damages. The indemnification obligations hereunder shall survive any termination of this letter agreement.