

LOCAL MARKETING AGREEMENT

This LOCAL MARKETING AGREEMENT (the "Agreement") is made as of June 24, 1994, between LTC Holdings, Inc., a Delaware corporation ("LIN"), and 54 Broadcasting, Inc., a Texas corporation ("54 Broadcasting").

W I T N E S S E T H:

WHEREAS, LIN is in the business of producing and transmitting news, sports, informational, public service and entertainment programming and associated advertising on Station KXAN-TV, UHF Channel 36, Austin, Texas, through its affiliate KXAN, Inc.;

WHEREAS, 54 Broadcasting holds the Federal Communications Commission ("FCC") authorization (FCC File No. BPCT-840711KJ) (the "construction permit") for Station KNVA(TV), UHF Channel 54, Austin, Texas (the "Station");

WHEREAS, LIN desires to assist 54 Broadcasting in constructing the Station and to provide programming to be transmitted on the Station pursuant to the provisions hereof and pursuant to applicable regulations of the FCC; and

WHEREAS, 54 Broadcasting desires to accept LIN's assistance and transmit programming supplied by LIN on the Station while maintaining control over 54 Broadcasting's finances, personnel matters, and programming, as well as continuing to broadcast 54 Broadcasting's own public interest programming;

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

ARTICLE I PROGRAMMING AGREEMENT

1.1 LIN Programming. LIN hereby agrees to provide and 54 Broadcasting agrees to transmit on the Station (including the subcarriers, vertical blanking interval, and any additional authorizations or spectrum allocated to the Station in the future, including, but not limited to, a simulcast advanced television channel) news, sports, informational and entertainment programming and associated advertising, promotional, and public service programming and announcement matter sufficient to program a substantial amount of the Station's broadcast day on a daily basis throughout the year (hereinafter "LIN Programming").

1.2 54 Broadcasting Programming. 54 Broadcasting will retain ultimate responsibility for ascertainment of the needs of its community of license and service area, including specifically the children therein. During the term of this Agreement (including any renewals), LIN will consult regularly with 54 Broadcasting regarding 54 Broadcasting's ascertainment of community issues, including, without limitation, the educational and informational needs of children within the Station's community of license. Based upon these consultations, LIN will provide news, public affairs and children's programming relevant to the Station's community of license and of sufficient quality to assist 54 Broadcasting in satisfying its obligations to respond to the needs of the community. 54 Broadcasting shall have the right and obligation to broadcast such additional programming, either produced or purchased by 54 Broadcasting, as it determines appropriate to respond to the ascertained issues of community concern and to delete or preempt in its sole discretion any LIN programming for the purpose of transmitting such programming.

1.3 Preemption. In addition to the above right of 54 Broadcasting to delete or preempt LIN Programming in order to broadcast programming responsive to issues of concern to the community of license and to children, 54 Broadcasting maintains the independent right to preempt or delete any LIN Programming which 54 Broadcasting believes to be unsatisfactory or unsuitable or contrary to the public interest, or to substitute programming which, in 54 Broadcasting's opinion, is of greater local or national importance.

ARTICLE II ADVERTISING SERVICES

2.1 Advertising Sales. LIN shall have the sole right to sell advertising to be placed in all programming broadcast on the Station and shall retain all revenues from such advertising sales.

2.2 Political Advertising.

(a) 54 Broadcasting shall retain full responsibility for overseeing compliance with the FCC's political programming policies and regulations, including setting political advertising rates for the Station and determining which legally qualified political candidates and races shall have reasonable access to political advertising on the Station.

(b) At least 90 days prior to the beginning of any primary or general election period, 54 Broadcasting will set the rates to be charged legally qualified political candidates

to ensure that the rate conforms with applicable election law and policies. LIN agrees to provide 54 Broadcasting with access to its documentation concerning the pricing of advertising sold on the Station as is necessary to permit 54 Broadcasting to ascertain that the political rate is appropriate. Within 24 hours of any request to purchase time on the Station on behalf of a legally qualified candidate, LIN will report the request and its disposition to 54 Broadcasting and obtain 54 Broadcasting's approval to such disposition, which approval shall not be unreasonably delayed or conditioned. 54 Broadcasting shall be responsible for placing appropriate records in the Station's political file.

2.3 Payola. LIN agrees that neither it nor its agents, employees, consultants or personnel will accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including without limitation, a commission, discount, bonus, materials, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between LIN and merchants or advertisers, unless the person or entity paying such Consideration is identified in the program for which the Consideration was provided as having paid or furnished such Consideration, in accordance with the Communications Act of 1934, as amended, and applicable FCC requirements.

ARTICLE III OPERATIONS

3.1 Compliance With FCC Regulations.

(a) 54 Broadcasting will retain responsibility for and employ such personnel as is necessary to assure compliance with all FCC regulations, including all technical regulations governing the operation of the Station and all programming content requirements, maintenance of a main studio and providing a meaningful managerial and staff presence at that main studio, ascertainment of and programming in response to community needs and concerns and the needs and concerns of children, political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Station's public and political files, compiling appropriate quarterly programs/issues lists, children's programming lists, employment records and all other FCC requirements and duties.

(b) 54 Broadcasting expressly acknowledges that its duty to maintain the Station's public inspection file is non-delegable, and it retains sole responsibility for maintenance of that file. LIN will provide to 54 Broadcasting monthly documentation of the programs it has provided to the Station

that it believes address issues of concern to the Station's community of license. LIN also will forward to 54 Broadcasting, within 24 hours of receipt by LIN, any letter from a member of the general public in the Station's community of license addressing Station programming and any documentation that comes into LIN's custody that LIN believes is required to be included in the Station's public inspection file.

(c) 54 Broadcasting will be responsible for ensuring proper broadcast of the Station's identification announcements. However, LIN will provide appropriate Station identification announcements that comply with FCC requirements in a form acceptable to 54 Broadcasting.

3.2 Construction Services and Maintenance.

(a) LIN shall use its best efforts to assist 54 Broadcasting, under the supervision and ultimate control of 54 Broadcasting's officers and employees, in the construction of and commencement of broadcasting on the Station. 54 Broadcasting specifically agrees that LIN shall have no liability whatsoever under this Agreement or otherwise in law or at equity for any failure of the Station to commence broadcasting within the time limitations established by the FCC, provided that it exercises its best efforts hereunder. Such efforts on the part of LIN shall include the provision of engineering services, under the direction and supervision of 54 Broadcasting's chief operator, sufficient to determine the acceptability of the transmitting equipment and its installation and to permit the Station to commence broadcasting within the terms of its construction permit and the FCC's rules. LIN agrees to cooperate with the consultants and agents hired by 54 Broadcasting.

(b) 54 Broadcasting shall retain ultimate operational control over the Station and shall retain full responsibility for ensuring compliance with all FCC technical rules. 54 Broadcasting hereby delegates to LIN, under the supervision and ultimate control of 54 Broadcasting's chief operator, the duty to maintain in good working order the Station's transmitting equipment during the term of this Agreement.

(c) 54 Broadcasting hereby grants to LIN and its agents a nonexclusive and unrestricted right of access to the premises leased to Lessee under that certain Westlake Tower License Agreement between Lessee and Westlake Tower, Inc. dated December 17, 1993 (the "Westlake Lease") at all times for purposes of installing, inspecting, testing, maintaining, repairing and replacing the Equipment as may be necessary for LIN to perform its obligations under this Agreement. 54

Broadcasting hereby appoints LIN as its "contractor" for purposes of Sections 2.02 and 7.01 of the Westlake Lease.

(d) LIN will give Marsand, Inc., 400 Paint Pony Trail, N., Fort Worth, Texas 76109 ("Marsand") the right to present initial offers for the sale to LIN of broadcast equipment for the Station. In the event that Marsand's offers are priced competitively with other offers, LIN will award the purchase contracts to Marsand.

3.3 Studio and Equipment Lease. On or before August 1, 1994, LIN and 54 Broadcasting shall enter into a Lease Agreement in the form attached hereto as Exhibit 1, under which LIN will lease to 54 Broadcasting certain studio space and broadcasting equipment.

3.4 LIN Feed. LIN agrees to provide a broadcast-quality feed to the Station transmitter. LIN technical personnel shall be responsible for connection of this feed to the Station's broadcast system and for switching the signal to air at the appropriate time, under the direction and supervision of the Station's general manager or his or her delegatee.

3.5 New Technology.

(a) The parties agree that any future FCC frequency allocations associated with the operation of the Station are included under the provisions of this Agreement. Specifically, LIN will have the exclusive right to build and own the transmission facility for any advanced television ("ATV") simulcast channel that may be made available by the FCC to the Station, enter into an appropriate agreement with 54 Broadcasting for the lease of that facility to 54 Broadcasting, and provide programming to that transmission facility under the terms of this Agreement. Such ATV transmission facility built by LIN and leased to 54 Broadcasting for use at the Station shall conform to all FCC regulations and policies, including coverage criteria, and shall be designed and built in accordance with good engineering practices.

(b) 54 Broadcasting agrees to apply for any ATV simulcast channel that the FCC makes available for the Station, or for any ATV simulcast channel for the Austin, Texas market generally that would be available for the use of the Station, on the first day on which the FCC filing window opens for such channel. 54 Broadcasting also agrees fully to participate upon the request of LIN in any and all assignment negotiations or channel-pairing negotiations with other broadcasters, broadcasting organizations, and/or FCC representatives. LIN agrees to reimburse 54 Broadcasting for

its reasonable expenses incurred in the performance of the duties enumerated in this paragraph.

(c) In the event the FCC authorizes the provision of new technologies other than ATV over either the NTSC or ATV channel, LIN will have the sole right, at no cost to 54 Broadcasting and under the supervision and control of 54 Broadcasting's chief operator, to modify the main transmission system for implementation of such technologies and/or build and own a transmission facility for such technologies. Should new transmission facilities be built and owned by LIN under this paragraph, the parties agree to enter into an appropriate agreement for the lease of that facility to 54 Broadcasting, and further agree that LIN shall provide programming and/or other content to that transmission facility under the terms of this Agreement. For purposes of this paragraph, "new technologies" shall include, without limitation, transmission of compressed digital multi-channel ATV or NTSC-quality video or audio signals, ancillary or primary digital voice or data telecommunications services, interactive services, and other future technologies.

(d) If this Agreement ends during any time when 54 Broadcasting or its successor in interest is the licensee of the Station, 54 Broadcasting or its successor in interest shall have the right to purchase for an amount equal to fair market value, as determined under subparagraph (e) below, any facilities constructed at the Station by LIN during the term of this Agreement to accommodate ATV or new technologies.

(e) The fair market value of the facilities referenced in subparagraph (d) above will be agreed upon by the parties or, if the parties are unable to agree, determined promptly by appraisers who have experience in the valuation of the facilities at issue. One appraiser will be selected and paid for by LIN and one appraiser will be selected and paid for by 54 Broadcasting. If the appraisals prepared by the two appraisers are 10% or less apart, the appraisals will be averaged to obtain fair market value. If the appraisals are more than 10% apart, the two appraisers will appoint a third appraiser, the services of which will be paid for equally by the parties. After the third appraisal is completed, the fair market value will be determined by averaging the two closest in dollar value of the three appraisals.

ARTICLE IV
FEES AND OTHER CONSIDERATION

4.1 Fee Rate.

4.2 Adjustments.

(a) 54 Broadcasting may preempt up to three hours per week of non-prime-time LIN Programming for the broadcast of 54 Broadcasting Programming responsive to issues of concern to its community of license or the children of its community of license, as provided in paragraph 1.2, without any adjustment to the fee. If 54 Broadcasting deletes or preempts any LIN programming other than as provided in Section 1.2, the fee payable to 54 Broadcasting by LIN shall be reduced by the then-current market rate of the advertising time scheduled during the deleted or preempted LIN Programming. For purposes of this paragraph, "prime time" shall mean 6:00 p.m. to 10:00 p.m. daily.

(b) LIN is hereby granted the right of offset against amounts that become due but remain unpaid for a period of 30 days under that certain Lease Agreement of even date herewith between the parties hereto. LIN's right of offset hereunder shall be in addition to, and not by way of limitation of, any other rights that LIN may have hereunder or under any other agreement or instrument contemplated hereby.

4.3 Reimbursement of Expenses. LIN shall reimburse 54 Broadcasting on an ongoing basis over the term of this Agreement for all payment obligations noted on Schedule A hereto; provided, however, that LIN's obligation under this Agreement to reimburse any specific expense noted on Schedule A hereto ends upon the end date specified for such expense on Schedule A hereto; and provided further that LIN shall have no obligation under this Agreement to reimburse 54 Broadcasting for any expense noted on Schedule A attached hereto past the date on which the parties reasonably and in good faith agree that such expense is no longer required for the operation of the Station under this Agreement. Reimbursement for such expenses shall be made monthly upon presentation of a paid

invoice to LIN by 54 Broadcasting, or under such other system of payment upon which the parties agree.

ARTICLE V
TERM AND REGULATORY MATTERS

5.1 Term. Subject to the provisions for early termination contained herein, the initial term of this Agreement shall commence on the date on which it is signed (the "Commencement Date") and shall expire on the final day of the ten-year period following the Commencement Date, unless otherwise renewed. This Agreement shall automatically renew for an additional period of five years, unless either party provides written notice of nonrenewal not less than 180 days prior to the expiration of the initial term.

5.2 Assignability.

(a) This Agreement shall inure to the benefit of and be binding upon 54 Broadcasting, LIN and their respective successors and assigns. This Agreement shall not terminate upon the sale or any other transfer of control of the Station to any successor licensee, whether or not such licensee is related to 54 Broadcasting, except as provided in paragraph 5.3 herein.

(b) Neither party shall assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(c) Notwithstanding subparagraph (b) hereof, LIN shall have the right to assign this Agreement to (a) any subsidiary of LIN, or (b) any entity at least 50% of which is owned by the parent company of LIN or an affiliate thereof; provided, however, that LIN shall not be relieved from its obligations hereunder unless such assignment has been made to LIN Television Corporation, a Delaware corporation ("LIN TV"), which, at the time of such assignment, shall be the licensee, or parent company of the licensee, of at least two television broadcast stations. In the event of an assignment to LIN TV, this Agreement shall be assignable by LIN TV to (a) any subsidiary of LIN TV, or (b) any entity at least 50% of which is owned by the parent company of LIN TV or any affiliate thereof; provided, however, that LIN TV shall not be relieved of its obligations hereunder.

5.3 Termination and Acceleration Under Option Agreement.

(a) This Agreement shall terminate automatically upon the consummation of a transfer of ownership of the Station to LIN or its designee under the exercise of either the put or

option under that certain Option and Put Agreement between the parties dated of even date herewith (the "Option Agreement"). In addition, if 54 Broadcasting has exercised its Put Option under the Option Agreement and has met all conditions of closing set out in the Option Agreement and LIN declines to purchase the Shares, as that term is defined in the Option Agreement, either party shall have the right to terminate this Agreement.

(b) If this Agreement is terminated under subparagraph (a) hereof (and not if this Agreement is terminated for any other reason whatsoever) and if such transfer is consummated before the third anniversary of the Fee Date, LIN shall pay to 54 Broadcasting, upon termination of this Agreement, the following amounts:

(i) if such transfer is consummated after the Fee Date but before the first anniversary of the Fee Date,

(ii) if such transfer is consummated after the first anniversary but before the second anniversary of the Fee Date, \$ _____ or

(iii) if such transfer is consummated after the second anniversary but before the third anniversary of the Fee Date, \$ _____

(c) In addition to the payment set out in subparagraph (b) hereof, if this Agreement terminates under subparagraph (a) hereof and 54 Broadcasting has elected to receive the Fee on a monthly basis, LIN shall, upon the consummation of such a transfer, pay an additional amount equal to _____ less all monthly installments of the Fee that had been paid by LIN to 54 Broadcasting between the date of the previous anniversary of the Fee Date and the consummation of the transfer described in subparagraph (a) hereof.

5.4 Termination for Failure to Begin Service. This Agreement shall terminate automatically if (i) the Station does not begin program test operations on or before the later of (x) August 31, 1994 or (y) on or before such date as the FCC may specify upon one further extension of the Station's construction permit beyond August 31, 1994, (ii) if the FCC denies a further extension of the Station's construction permit and the Station does not begin program test operations on or before August 31, 1994, or (iii) the FCC denies or refuses to grant 54 Broadcasting's application for a license to cover the construction permit.

5.5 Early Termination for Breach and Nonperformance.

(a) Except as is provided in subparagraph (b) below, should either party be in breach of this Agreement for the nonperformance of a material obligation, the non-breaching party may, in addition to pursuing any other remedies available at law or in equity, terminate this Agreement if such breach shall continue for a period of 15 days following the receipt of written notice from the non-breaching party, which notice shall indicate the nature of such breach, except if the breaching party has commenced a cure of such breach within said 15-day period and acts in good faith to cure the breach within a reasonable time not to exceed 30 days; provided, however, that there shall be a final accounting of monies due but unpaid under this Agreement.

(b) In the event that 54 Broadcasting intentionally fails to perform under this agreement for either three consecutive and entire days or one-half hour or more per day for 60 consecutive days, unless LIN has granted its consent to such nonperformance or unless such nonperformance is caused by a force majeure event as defined herein, LIN shall have the right, exercisable at any time within 60 days after the end of such period, to terminate this Agreement as of any date within 60 days of the date LIN notifies 54 Broadcasting of its election to terminate this Agreement. If such termination shall occur pursuant to this paragraph, such termination shall extinguish and cancel this Agreement without further liability of LIN to 54 Broadcasting, provided, however, that, upon termination of this Agreement by LIN under this paragraph, there shall be a final accounting of monies due but unpaid under this Agreement.

5.6 Renegotiation Upon FCC Action.

(a) Each party independently has determined in good faith that this Agreement can be entered into and implemented without filing any application, petition, request for declaratory ruling, or other filing with the FCC seeking its consent or approval. The parties also agree that this Agreement must be kept at the Station's facilities and made available to the FCC for inspection upon request under Section 73.3613(d) of the FCC's rules, but that this Agreement need not be filed with the FCC or maintained in the public file of either the Station or Station KXAN-TV.

(b) Should a change in FCC policy or rules make it necessary to obtain FCC consent for the implementation, continuation or further effectuation of any element of this Agreement, both parties hereto shall use their best efforts diligently to prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments,

rulemaking comments and other related documents necessary to secure and/or retain FCC approval of all aspects of this Agreement. The parties shall bear in equal measure the cost of preparation of such documents and prosecution of such actions. Notwithstanding anything in this Agreement to the contrary, it is understood that no filing shall be made with the FCC with respect to this Agreement unless both parties hereto have reviewed said filing and consented to its submission.

(c) If the FCC determines that this Agreement is inconsistent with 54 Broadcasting's licensee obligations or is otherwise contrary to FCC policies, rules and regulations, or if regulatory or legislative action subsequent to the Closing Date alters the permissibility of this Agreement under the FCC's rules or the Communications Act, the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC and return a balance of benefits to both parties comparable to the balance of benefits provided by the Agreement in its current terms. If, after such good faith negotiations, either party determines that recasting this Agreement to meet the defects perceived by the FCC is impossible, either party may terminate this Agreement without further liability upon 30 days' prior written notice. If termination shall occur pursuant to this paragraph, such termination shall extinguish and cancel this Agreement; provided, however, that the unwind provisions of Section 10.3(b) of the Stock Purchase Agreement of even date herewith between 54 Broadcasting, LIN, and the shareholders of 54 Broadcasting shall apply.

5.7 Actions on Certain Terminations. In the event of termination of this Agreement as a result of a breach by LIN or pursuant to clause (iii) of paragraph 5.4 hereof prior to the end of the term, LIN agrees to continue to perform all its obligations under this Agreement for up to 120 days from the date of such termination, which period is provided to permit 54 Broadcasting to acquire replacement programming from other sources for its operation of the Station in the future. Specifically, for such period LIN shall provide sufficient LIN Programming to permit 54 Broadcasting to program the Station's broadcast day on a daily basis for at least the minimum operating schedule specified in Section 73.1740 of the FCC's Rules.

ARTICLE VI REPRESENTATIONS AND WARRANTIES, COVENANTS

6.1 54 Broadcasting's Representations and Warranties.
54 Broadcasting represents and warrants to LIN as follows:

(a) Organization. 54 Broadcasting is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has full power and authority to own its property, licenses and permits, and to carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. 54 Broadcasting has complied with and is now complying with all laws, rules and regulations governing the business, ownership and operations of the Station that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing by 54 Broadcasting with any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with 54 Broadcasting's Articles of Incorporation and By-laws, or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority.

(c) Authority. All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by 54 Broadcasting have been duly adopted and complied with.

(d) Authorizations in Good Standing. 54 Broadcasting currently is the holder of the authorizations related to the Station listed on Schedule B attached hereto, and 54 Broadcasting holds each listed authorization in good standing. At the Commencement Date, the construction permit and all related authorizations for the Station shall be in full force and effect and unimpaired by any acts or omissions of 54 Broadcasting, its employees or agents; and there shall be no complaint, condition, event, defect or occurrence existing or threatened against said authorization(s) that would materially threaten their retention or renewability or the renewability in the ordinary course of a license issued to cover the construction permit.

6.2 LIN's Representations and Warranties. LIN represents and warrants to 54 Broadcasting as follows:

(a) Organization. LIN is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to own its property and to carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. LIN has complied with and is now complying with all laws, rules and regulations that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing by LIN with any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with LIN's Articles of Incorporation and By-laws, or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority.

(c) Authority. All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by LIN have been duly adopted and complied with.

6.3 Affirmative Covenants.

(a) 54 Broadcasting covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound relating to the Station or this Agreement.

(b) LIN covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) in the provision of the LIN Programming to 54 Broadcasting or in connection with its performance of obligations hereunder.

6.4 Lease of Tower Space and Equipment Building.

(a) 54 Broadcasting is the lessee under that certain Westlake Tower License Agreement dated December 17, 1993 between 54 Broadcasting and Westlake Tower, Inc. (the "Tower Lease"). Such Tower Lease being crucial to the successful operation of this Agreement, 54 Broadcasting represents and warrants to LIN that (a) 54 Broadcasting has delivered to LIN a complete and current copy of the Tower Lease; (b) the Tower Lease is in full force and effect; and (c) that 54 Broadcasting is in material compliance with the terms of the Tower Lease, including its insurance requirements, if any, and neither 54 Broadcasting nor Westlake Tower, Inc. is in breach of any term of the Tower Lease.

(b) 54 Broadcasting affirmatively covenants to LIN that it will timely pay all rental payments and utility payments under the Tower Lease promptly when due and otherwise fully

comply with all terms of the Tower Lease, and that it will provide copies of any and all notices received from Westlake Tower, Inc. relating to the Tower Lease to LIN within 24 hours of their receipt by 54 Broadcasting.

(c) If this Agreement is extended for one or more renewal terms, 54 Broadcasting agrees to exercise its right to extend the Tower Lease for a renewal term, as provided in the Tower Lease. 54 Broadcasting agrees not to assign the Tower Lease without the consent of LIN, which consent shall not be unreasonably withheld.

(d) Should 54 Broadcasting and LIN jointly agree that the transmitting facilities of the Station could be feasibly relocated to an alternative facility that would be more efficient but maintain the effective operation of the Station in compliance with FCC rules and regulations, 54 Broadcasting agrees to use its best efforts to negotiate with Westlake Tower, Inc. for the termination of the Tower Lease at as favorable an outcome to LIN and 54 Broadcasting as practicable; provided, however, that LIN shall bear any amounts that may be paid to Westlake Tower, Inc. to obtain such a termination and any expenses incurred by 54 Broadcasting in connection with such negotiations, including reasonable attorneys' fees, provided that LIN previously has approved such expenditures.

ARTICLE VII MISCELLANEOUS

7.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies, including equipment failures, beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

7.2 Indemnification.

(a) Each party shall forever, to the fullest extent permitted by law, indemnify, protect, save, defend and keep the other party harmless against all claims, demands, causes of action, loss, investigations, proceedings, damages, penalties, fines, expenses and judgments, including reasonable attorneys' fees, arising out of the negligence or willful

misconduct of it, its agents or employees in connection with the performance of this Agreement.

(b) LIN shall forever, to the fullest extent permitted by law, protect, save, defend and keep 54 Broadcasting and its officers, directors, employees and agents and each of them harmless and indemnify them from and against any and all loss, damage, liability or expense, including reasonable attorneys' fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity or any other claim against 54 Broadcasting arising out of LIN programming on the Station or a breach of LIN's representations, warranties, covenants or obligations under this Agreement, provided that 54 Broadcasting give LIN prompt notice of any claim and shall cooperate in good faith with LIN in attempts to resolve and settle any such claims. The foregoing shall not apply to the use of any new matter that 54 Broadcasting may insert in or adjacent to LIN Programming.

7.3 Confidentiality and Press Releases.

(a) Each party shall hold in strict confidence all documents and information concerning the other and its business and properties and, if the transaction contemplated hereby should not be consummated, such confidences shall be maintained, and all documents and information (in written form) shall immediately thereafter be returned to the party originally furnishing such documents and information.

(b) No press release or public disclosure, either written or oral, of the existence or terms of this Agreement or the transactions contemplated hereby shall be made by either party to this Agreement without the consent of the other, and each party shall furnish to the other advance copies of any release which it proposes to make public concerning this Agreement or the transactions contemplated hereby and the date upon which such party proposes to make public such press release.

(c) This section shall not, however, be construed to prohibit any party from (i) making any disclosures to any governmental authority that it is required to make by law, (ii) disclosing this Agreement or its terms to its attorneys, accountants, agents or advisors, (iii) filing this Agreement with, or disclosing the terms of this Agreement to, any institutional lender to such party, or (iv) disclosing to its investors and broker/dealers such terms of this transaction as are customarily disclosed to them in connection with similar transactions.

7.4 Trademarks. 54 Broadcasting hereby grants LIN an unlimited, royalty-free license to use in connection with providing programming on the Station any and all trademarks, service marks, patents, trade names, jingles, slogans, logotypes and other intangible rights owned and used or held for use by 54 Broadcasting in conjunction with the Station. 54 Broadcasting agrees to execute such additional documentation as may be necessary or desirable to effectuate the license granted under this paragraph.

7.5 Music Licensing; Rating Information. LIN shall be responsible for any and all fees charged by ASCAP, BMI, SESAC or similar performing rights societies on LIN Programming, whether such fees are assessed against LIN based on the LIN Programming or against 54 Broadcasting based on Station ownership. LIN shall not disseminate or authorize dissemination by other parties of information concerning the ratings of the Station issued by Nielsen Media Research, the Arbitron Company, or any other entity, other than is permitted under LIN's valid license with such parties. 54 Broadcasting shall not be required to purchase a license to receive ratings information but will cooperate with LIN in LIN's obtaining such a license, provided any consideration is paid by LIN.

7.6 Notices. All notices, requests, demands and other communications required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by facsimile transmission or on the third day after mailing if mailed by registered mail, postage prepaid, return-receipt requested, as follows:

(a) If to 54 Broadcasting, to:

54 Broadcasting, Inc.
120 Scorpion Drive
Austin, Texas 78734
Facsimile: (512) 474-5444
Attention: Mr. Mark Goldberg

with copies to:

Semmes, Bowen & Semmes
1025 Connecticut Avenue, N.W., Suite 900
Washington, D.C. 20036
Facsimile: (202) 822-8258
Attention: Barry A. Friedman, P.C., Esq.

(b) If to LIN, to:

LTC Holdings, Inc.
5295 Carillon Point
Kirkland, Washington 98033
Facsimile: (206) 828-1835
Attention: Roberta R. Katz, Esq.

LIN Television Corporation
Four Richmond Square
Providence, Rhode Island 02906
Facsimile: (401) 454-2817
Attention: Mr. Gary R. Chapman

KXAN, Inc.
908 W. Martin Luther King, Jr. Blvd.
Austin, Texas 78701
Attention: Ms. Jane Wallace

with a copy to:

Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-7566
Facsimile: (202) 662-6291
Attention: Jonathan D. Blake, Esq.

or to such other address as any party shall have designated by notice in writing to the other parties.

7.7 Duty to Consult. Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

7.8 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is neither invalid, illegal nor unenforceable.

7.9 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter. This Agreement may be modified only by an agreement in writing executed by all of the parties hereto.

7.10 Survival. Each party's indemnification obligations herein shall survive for five years past the date on which this Agreement terminates.

7.11 Payment of Expenses. Except as otherwise provided, 54 Broadcasting and LIN shall pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.

7.12 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

7.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other party hereto.

7.14 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

7.15 Dealings with Third Parties. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any representations contractually binding such party.

7.16 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, without giving effect to the principles of conflict of laws. The parties hereby consent to venue and jurisdiction of any disputes under this Agreement in the United States District Court for the Western District of Texas, Austin Division, to the extent federal jurisdiction is proper.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

LTC HOLDINGS, INC.

By: Peter Maloney
Peter Maloney, Vice President

54 BROADCASTING, INC.

By: Larry Safir
Larry Safir, Vice President

FIRST AMENDMENT TO LOCAL MARKETING AGREEMENT

THIS FIRST AMENDMENT ("Amendment") is entered into as of the 21st day of July, 1997, by and between LIN TELEVISION OF TEXAS, L.P., a Delaware limited partnership ("LIN") and 54 BROADCASTING, INC., a Texas corporation ("54 Broadcasting").

WITNESSETH

WHEREAS, LIN (successor in interest to LTC Holdings, Inc.) and 54 Broadcasting are parties to that certain Local Marketing Agreement, dated as of June 24, 1994 ("Agreement");

WHEREAS, LIN, 54 Broadcasting and its stockholders are parties to that certain Option and Put Agreement, dated as of June 24, 1994, as amended by that certain First Amendment to Option and Put Amendment, dated December 2, 1994, and further amended as of even date herewith ("Option and Put Agreement");

WHEREAS, the parties desire to amend the Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as set forth below. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

- 1. The first sentence of Paragraph 4.1 of the Agreement shall be deleted in its entirety and replaced with the following: "LIN shall pay to 54 Broadcasting the following sums for the periods of time indicated:

| | | |
|---|----|------------------|
| August 31, 1997-August 30, 1998 | \$ | |
| August 31, 1998-August 30, 1999 | \$ | |
| August 31, 1999-August 30, 2000 | \$ | |
| August 31, 2000-August 30, 2001 | \$ | |
| August 31, 2001-August 30, 2002 | \$ | per year for the |
| remaining years of this Agreement, including any years during which this Agreement is renewed (the "Fee")." | | |

- 2. The following shall be added to the end of Paragraph 4.1 of the Agreement: "In the event that either the Purchase Option, the Put Option, or the Right of First Refusal, each as described in the Option and Put Agreement, is exercised during any year in which the Fee has been prepaid, LIN shall be reimbursed for the amount of the prorated prepaid Fee for the remainder of the year following the termination of the Agreement in accordance with the following schedule:

On or before August 30, 1998

No Reimbursement;

For all remaining years on or after August 31, 1998, the payments shall be deemed to be one-half earned by 54 Broadcasting upon payment and the remainder shall be deemed to be earned on the six-month anniversary of payment. If the Agreement is terminated prior to the six-month anniversary of an annual payment, then the one-half of the payment that was not earned shall be reimbursed to LIN. (For example, if the Purchase Option is exercised on November 1, 1998, then LIN shall be reimbursed in the amount of \$. . .). Such reimbursement shall occur as a credit to the Exercise Price or the Offer Price, as defined in the Option and Put Agreement, as the case may be, simultaneously with the closing of the Purchase Option, the Put Option, or the Right of First Refusal, each as described in the Option and Put Agreement, whichever is applicable."

- 3. Except as specifically set forth herein, the Agreement remains in full force and effect, without other amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

LIN TELEVISION OF TEXAS, L.P.
By: LIN Television of Texas, Inc.
Its General Partner

By: Gayle C. Jones

54 BROADCASTING, INC.

By: Mark Goldberg, President

THIRD AMENDMENT TO OPTION AND PUT AGREEMENT

AND

SECOND AMENDMENT TO LOCAL MARKETING AGREEMENT

This THIRD AMENDMENT TO OPTION AND PUT AGREEMENT AND SECOND AMENDMENT TO LOCAL MARKETING AGREEMENT (collectively, this "Amendment Agreement") is made as of March 21, 2002, by and among LIN TELEVISION OF TEXAS, L.P., a Delaware limited partnership ("LIN"), 54 BROADCASTING, INC., a Texas corporation ("54 Broadcasting") and the undersigned stockholders of 54 Broadcasting (the "Stockholders").

WITNESSETH:

WHEREAS, LIN, 54 Broadcasting and the Stockholders are parties to that certain Option and Put Agreement, dated as of June 24, 1994, as amended by that certain First Amendment to Option and Put Agreement, dated December 2, 1994, and as further amended by that certain Second Amendment to Option and Put Agreement, dated July 25, 1997 (collectively, the "Option Agreement");

WHEREAS, LIN and 54 Broadcasting are parties to that certain Local Marketing Agreement, dated as of June 24, 1994, as amended by that certain First Amendment to Local Marketing Agreement, dated as of July 25, 1997 (collectively, the "Local Marketing Agreement");

WHEREAS, the Stockholders notified LIN of their intent to exercise a put option under the Option Agreement by a letter, dated March 4, 2002, from 54 Broadcasting and the Stockholders to LIN (the "Exercise Letter"); and

WHEREAS, the parties desire that the Exercise Letter be withdrawn and rescinded and that the Option Agreement be amended to eliminate the grant of, and reference to, a put option;

NOW, THEREFORE, in consideration of their mutual undertakings herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree further to amend the Option Agreement and to amend the Local Marketing Agreement each as set forth below. All capitalized terms not defined herein shall have the meanings ascribed to them in the pertinent agreement.

1. Section 1 of the Option Agreement shall be deleted in its entirety and replaced with the following:

"1. Purchase Option.

(a) The Stockholders hereby grant LIN or LIN's assignee the option to purchase all, but not less than all, of the Shares and (assuming the Notes have not heretofore been paid in full in accordance with the terms and conditions herein) the

Notes, at any time during the period beginning from the Closing Date of the Purchase Agreement until termination of this Agreement (the "Option Period"), for a total aggregate purchase price of Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Exercise Price"). The purchase option granted hereunder shall be exercised by written notice of exercise delivered to the Stockholders.

(b) The Stockholders hereby acknowledge having already received from LIN a partial payment of the Exercise Price in the aggregate amount of One Million Four Hundred Thousand Dollars (\$1,400,000) ("Partial Payment"). The Exercise Price or the Offer Price, as the case may be, shall be reduced by the amount of the Partial Payment.

(c) In consideration of the purchase option granted under Section 1(a) hereof, LIN hereby agrees to make payments to the Stockholders in accordance with the following schedule (each such separate payment an "Option Payment"):

(i) a payment in the aggregate amount of Five Hundred Thousand Dollars (\$500,000) on March 21, 2002;

(ii) a payment in the aggregate amount of Nine Hundred and Twelve Thousand Dollars (\$912,000) on December 2, 2002;

(iii) a payment in the aggregate amount of Nine Hundred and Twelve Thousand Dollars (\$912,000) on December 2, 2003;

(iv) a payment in the aggregate amount of Nine Hundred and Twelve Thousand Dollars (\$912,000) on December 2, 2004;

(v) a payment in the aggregate amount of Nine Hundred and Twelve Thousand Dollars (\$912,000) on December 2, 2005; and

(vi) a payment in the aggregate amount of Nine Hundred and Twelve Thousand Dollars (\$912,000) on December 2, 2006.

Payments to the Stockholders under this Agreement shall be allocated among the Stockholders in accordance with the following percentages: Ronnel H. Oliveira, 8%; Mark Goldberg, 20%; L.S. Communications Ltd, 72%; or such other percentages as the Stockholders, acting as a group, may designate pursuant to written notice to LIN.

(d) In the event that on or before December 2, 2006 (i) this Agreement is terminated or (ii) the purchase of the Shares and the Notes by the exercise of the purchase option or right of first refusal, as contemplated herein, is consummated (the effective date of such termination being "Early Termination Date"), LIN shall pay to the Stockholders an amount equal to the net present value of each Option Payment that is due after the Early Termination Date, *discounted* by an annual rate of return equal to the Discount Rate (hereinafter defined), *provided, however*, that no such payment shall be due under this Section 1(d) (and no further payment shall be due under Section 1(c) hereof) in the event this Agreement is terminated as a result of a unilateral, uncured breach of this Agreement by 54 Broadcasting or the Stockholders. For the purposes of this Agreement, the Discount Rate shall mean the interest rate applicable to the United States Treasury Note or Bill with a maturity date closest in

time to the payment date for each applicable Option Payment, as reported in the *Wall Street Journal* on the Early Termination Date (unless the Early Termination Date does not occur on a business day, in which case, the first business day immediately preceding such date).”

2. Section 3 of the Option Agreement shall be deleted in its entirety, and, to preserve the current designation of section numbering in the Option Agreement, it shall be replaced with the following: “[Reserved].”
3. Section 4 of the Option Agreement shall be deleted in its entirety, and, to preserve the current designation of section numbering in the Option Agreement, it shall be replaced with the following: “[Reserved].”
4. Paragraph 9(a) of the Option Agreement shall be deleted in its entirety and replaced with the following:

“(a) This Agreement shall be fully transferable and assignable by LIN to any third party that is not an affiliate of LIN. Such assignment shall, upon payment of the Exercise Price or the Offer Price, as applicable, at or prior to the Closing, pursuant to the terms and subject to the conditions of this Agreement, relieve LIN of its obligations hereunder.”

5. Section 10 of the Option Agreement shall be deleted in its entirety and replaced with the following:

“10. FCC Consent. Should LIN or LIN’s assignee, as applicable, exercise its option or right of first refusal to purchase the Shares and the Notes, the parties hereto shall fully and diligently prepare, file and prosecute before the Federal Communications Commission (the “FCC”) all applications, petitions, waiver requests, amendments, rulemaking comments and other related documents to secure FCC Consent to the assignment of the license or transfer of control of the Station from 54 Broadcasting to LIN or LIN’s assignee, as applicable. Such application shall be filed with the FCC within fourteen (14) days of the date on which LIN or LIN’s assignee, as applicable, shall have delivered notice of exercise of the option or the right of first refusal pursuant to Sections 1 and 2 hereof, as applicable. LIN or LIN’s assignee, as applicable, and 54 Broadcasting shall bear their own expenses in securing such consent. Any FCC filing fee shall be paid in equal amounts by LIN or LIN’s assignee, as applicable, and 54 Broadcasting. Notwithstanding anything in this Agreement to the contrary, it is understood that no such filing shall be made with the FCC unless all parties hereto have reviewed said filing and consented to its submission, *provided* that such consent shall not be unreasonably withheld.”

6. Section 11 of the Option Agreement shall be deleted in its entirety and replaced with the following:

“11. Term. This Agreement shall terminate on the later of: (a) December 1, 2007 or (b) the date that the FCC issues a Final Order denying the transfer of control

of KNVA(TV) to LIN or LIN's assignee, as applicable, *provided* that LIN or LIN's assignee, as applicable, shall have exercised its option or right of first refusal to purchase the Shares and the Notes prior to December 1, 2007. Notwithstanding the foregoing, in the event that there is a change in the FCC policies and rules which has the effect of prohibiting LIN from being able to perform its obligations under that certain Local Marketing Agreement, dated June 24, 1994, by and between LIN and 54 Broadcasting, as amended (the "Local Marketing Agreement"), this Agreement shall terminate on the last day on which LIN may perform its obligations in accordance with applicable FCC rules and policies (such date the "FCC Compliance Date"), except in the event that LIN or LIN's assignee has exercised its purchase option under Section 1 or right of first refusal under Section 2 prior to such FCC Compliance Date."

7. Section 4.1 of the Local Marketing Agreement shall be deleted in its entirety and replaced with the following:

"4.1 Fee Rate.

(a) Provided that this Agreement has not been terminated prior to the date on which payment is otherwise due, LIN shall make certain payments to 54 Broadcasting in accordance with the following schedule (each such payment a "Fee"):

- (i) a payment in the aggregate amount of _____ Dollars (\$ _____) on August 2, 2002;
- (ii) a payment in the aggregate amount of _____ Dollars (\$ _____) on August 2, 2003;
- (iii) a payment in the aggregate amount of _____ Dollars (\$ _____) on August 2, 2004;
- (iv) a payment in the aggregate amount of _____ Dollars (\$ _____) on August 2, 2005;
- (v) a payment in the aggregate amount of _____ Dollars (\$ _____) on August 2, 2006; and
- (vi) a payment in the aggregate amount of _____ Dollars (\$ _____) on August 2, 2007.

(b) If this Agreement is terminated according to the terms of Section 5.3 below (the effective date of such termination being the "Early Termination Date"), LIN shall pay to the Stockholders an amount equal to the net present value of each Fee that is due after the Early Termination Date, *discounted* by an annual rate of return equal to the Discount Rate (as hereinafter defined). For the purposes of this Agreement, the Discount Rate shall mean the interest rate applicable to the United States Treasury Note or Bill with a maturity date closest in time to the payment date for each applicable Fee, as reported in the *Wall Street Journal* on the Early Termination Date (unless the Early Termination Date does not occur on a business day, in which case, the first business day immediately preceding such date)."

8. Section 5.1 of the Local Marketing Agreement shall be deleted in its entirety and replaced with the following:

“5.1 Term. Subject to the provisions for early termination contained herein, the initial term of this Agreement shall commence on the date on which it is signed (the “Commencement Date”) and shall expire, without further action of the parties, upon termination of that certain Option and Put Agreement, dated as of June 24, 1994, by and between LIN, 54 Broadcasting and the stockholders of 54 Broadcasting, as amended (the “Option Agreement”).”

9. Section 5.3 of the Local Marketing Agreement shall be deleted in its entirety and replaced with the following:

“5.3 Termination and Acceleration Under Option Agreement. This Agreement shall terminate automatically upon the consummation of a transfer of ownership of the Station to LIN or its designee under the exercise of the option or right of first refusal under that certain Option Agreement.”

10. Except as specifically set forth herein, the Option Agreement and the Local Marketing Agreement each remain in full force and effect, without other amendment.

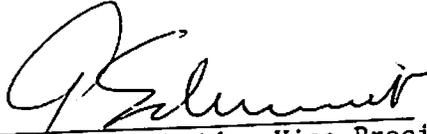
11. The Stockholders hereby withdraw and rescind the Exercise Letter.

12. In the event that the parties are unable to agree as to the amounts of any payment(s) due 54 Broadcasting and/or the Stockholders hereunder, either party shall so notify the other in writing of such dispute. Within 30 days of the date of such dispute notice, the parties shall each appoint, and notify the other of, a certified public accountant having his or her principal office in Austin, Texas. The appointed accountants shall thereafter, within 15 days, meet and select a third certified public accountant, having his or her principal office in Austin, Texas, who agrees to consider the positions of the parties and, within 30 days of his or her acceptance of the engagement, advise the parties of the payment(s) due to 54 Broadcasting and/or the Stockholders, if any, which determination shall be binding upon the parties. The parties shall pay the costs of their accountants and shall share equally the costs of the third-party accountant.

13. This Amendment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. Each party hereto will receive by delivery or facsimile transmission a duplicate original of this Amendment Agreement executed by the other parties, and each party agrees that the delivery of this Amendment Agreement by facsimile transmission will be deemed to be an original of this Amendment Agreement so transmitted.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Option and Put Agreement and Second Amendment to Local Marketing Agreement as of the date set forth above.

LIN TELEVISION OF TEXAS, L.P.
By: LIN Television of Texas, Inc.
Its General Partner

By: 
Gregory M. Schmidt, Vice President for
New Development - General Counsel
54 BROADCASTING, INC.

By: _____

L S COMMUNICATIONS, LTD.
By: United Hispanic Communications Inc.
Its General Partner

By: _____
Rosalie Goldberg, President

MARK GOLDBERG

RONNEL H. OLIVEIRA

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Option and Put Agreement and Second Amendment to Local Marketing Agreement as of the date set forth above.

LIN TELEVISION OF TEXAS, L.P.
By: LIN Television of Texas, Inc.
Its General Partner

By: _____

54 BROADCASTING, INC.

By: Mark Goldberg, President

L S COMMUNICATIONS, LTD.
By: United Hispanic Communications Inc.
Its General Partner

By: _____
Rosalie Goldberg, President

MARK GOLDBERG

Mark Goldberg

RONNEL H. OLIVEIRA

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Option and Put Agreement and Second Amendment to Local Marketing Agreement as of the date set forth above.

LIN TELEVISION OF TEXAS, L.P.
By: LIN Television of Texas, Inc.
Its General Partner

By: _____

54 BROADCASTING, INC.

By: _____

L S COMMUNICATIONS, LTD.
By: United Hispanic Communications Inc.
Its General Partner

By: Rosalie Goldberg
Rosalie Goldberg, President

MARK GOLDBERG

RONNEL H. OLIVEIRA

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Option and Put Agreement and Second Amendment to Local Marketing Agreement as of the date set forth above.

LIN TELEVISION OF TEXAS, L.P.
By: LIN Television of Texas, Inc.
Its General Partner

By: _____

54 BROADCASTING, INC.

By: _____

L S COMMUNICATIONS, LTD.
By: United Hispanic Communications Inc.
Its General Partner

By: _____
Rosalie Goldberg, President

MARK GOLDBERG

RONNEL H. OLIVEIRA

