

**THIRD AMENDMENT TO  
LOCAL MARKETING AGREEMENT**

THIS THIRD AMENDMENT TO LOCAL MARKETING AGREEMENT (the “**Third Amendment**”), made as of March 20, 2009 (the “**Amendment Date**”), is by and between LIN Television of Texas, L.P. (“**LIN**”), a Delaware limited partnership, and 54 Broadcasting, Inc. (“**54 Broadcasting**”), a Texas corporation.

**WITNESSETH:**

**WHEREAS**, LIN and 54 Broadcasting are parties to that certain Local Marketing Agreement, dated as of June 24, 1994, and amended as of July 25, 1997 and March 21, 2002 (as further amended hereby, the “**LMA**”);

**WHEREAS**, LIN, 54 Broadcasting and certain other stockholders of 54 Broadcasting are parties to the Amended and Restated Option Agreement, dated as of even date herewith, by and among, LIN, Vaughan Media LLC, 54 Broadcasting and certain of the shareholders of 54 Broadcasting (the “**Option Agreement**”);

**WHEREAS**, each of 54 Broadcasting and LIN shall benefit from the execution and delivery of the Option Agreement;

**WHEREAS**, simultaneously with the execution of the Option Agreement, the parties hereto desire to amend the LMA as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Definitions.** Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the LMA.

**2. Amendment.** The LMA shall be amended as follows:

(a) Section 4.1 shall be deleted in its entirety and, to preserve the current designation of section numbering in the LMA, shall be replaced with the following:

[Intentionally Omitted].

(b) Section 5.1 shall be deleted in its entirety and replaced with the following:

5.1 Term. The initial term of this Agreement commenced on June 24, 1994 (the “Commencement Date”) and shall be deemed

to have renewed on December 1, 2007 and shall continue until, and expire on the eighth anniversary of April 1, 2009, unless earlier terminated in accordance with Section 5.3 of this Agreement.

(c) Section 5.2(a) shall be amended by deleting “, except as provided in paragraph 5.3 herein” from the end of the paragraph.

(d) Section 5.3 shall be deleted in its entirety and replaced with the following:

5.3 Termination of Amended and Restated Option Agreement. This Agreement shall terminate automatically on the date that is 120 days following the effective date of termination of that certain Amended and Restated Option Agreement, dated as of March 20, 2009, by and among, LIN Television of Texas, L.P., Vaughan Media LLC, 54 Broadcasting and certain of the shareholders of 54 Broadcasting.

**3. *Reaffirmation of the LMA.*** Except as expressly provided herein, the LMA is not amended, modified or affected by this Third Amendment, and the LMA and the rights and obligations of the parties hereto thereunder are hereby ratified and confirmed by the parties in all respects.

**4. *Representations and Warranties.*** Each party represents and warrants to the other party as follows: (a) it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation; (b) it has full organizational power and authority and has taken all action necessary to enter into and perform this Third Amendment; (c) the execution and delivery of this Third Amendment and the transactions contemplated herein do not violate, conflict with, or constitute a default under its charter or similar organizational document, its bylaws or the terms or provisions of any material agreement or other instrument to which it is a party or by which it is bound, or any order, award, judgment or decree to which it is a party or by which it is bound; and (d) this Third Amendment is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

**5. *Counterparts.*** This Third Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Third Amendment to produce or account for more than one such counterpart. Each party will receive by delivery or electronic transmission a duplicate original of the Third Amendment executed by each party, and each party agrees that the delivery of the Third Amendment by electronic transmission will be deemed to be an original of the Third Amendment so transmitted.

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be duly executed and delivered as of the date above.

54 BROADCASTING, INC.

LIN TELEVISION OF TEXAS, L.P.

By: LIN Television of Texas, Inc.  
Its General Partner

By: Mark Goldberg  
Name: MARK Goldberg  
Title: SECRETARY

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be duly executed and delivered as of the date above.

54 BROADCASTING, INC.

LIN TELEVISION OF TEXAS, L.P.

By: LIN Television of Texas, Inc.  
Its General Partner

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

Name:

Title:

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

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