

Supplemental Exhibit

The staff has requested that the parties provide further clarification with respect to the payment of \$6,000,000 as Option Consideration under the Amended and Restated Option Agreement (the “Option”).

LIN Television of Texas, L.P. (“LIN Texas”) and Ronnel Oliveira, Goldberg-Hirsch Ventures, L.P., and LS Communications, Ltd. (collectively, the “Stockholders”) entered into an Option and Put Agreement, dated as of June 24, 1994, and amended as of December 2, 1994, July 25, 1997 and March 21, 2002 (the “Original Option Agreement”). Under the Original Option Agreement, LIN Texas had the option to acquire the shares of 54 Broadcasting, Inc., that were held by the Stockholders. As of November, 2007, the purchase price to be paid the Stockholders upon exercise of the Original Option Agreement, after offsetting payments and adjustments, was approximately \$500,000.

On November 20, 2007, LIN Texas and Vaughan Media LLC (“Vaughan”) entered into an Assignment and Assumption Agreement, whereby LIN Texas sought to assign all of its rights and obligations under the Original Option Agreement to Vaughan. Vaughan, in turn, sought to exercise the option under the Original Option Agreement, subject to the consent of the Commission.

The Stockholders commenced litigation which, among other things, challenged the Option held by LIN Texas and alleged that the Original Option could not be validly assigned by LIN Texas (the “Litigation”). To resolve this issue concerning the status and assignability of the Option, and to provide for the assignment of the Option by LIN Texas to Vaughan, as originally contemplated by those parties prior to the initiation of the Litigation by the Stockholders, LIN Texas agreed to pay an additional fee as Option Consideration under the new agreement. The Settlement Agreement expressly notes that the resolution of the Litigation and the Settlement Agreement itself are in consideration, *inter alia*, for the execution of the Option, expressly including “the payment of \$6,000,000 by LIN Texas to the Plaintiffs” (*i.e.*, the Stockholders).

As noted in the Application (*see* note 1), the Option expressly results from settlement of the Litigation. The Option was entered into among the Stockholders, LIN Texas and Vaughan Media in connection with (and mutually conditioned upon) the execution and delivery of a Settlement and Release Agreement by and among the parties to the Litigation, which resulted in the settlement and dismissal of the Litigation (the “Settlement Agreement”).

Although the Option Consideration resolved the issue among LIN Texas and the Stockholders concerning the Option and its assignability, the parties did not alter the effective sale price of the

Station. As noted in the Application, the purchase price to be paid by Vaughan under the Option is effectively the same as contemplated under the Original Option – \$500,000.