

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") is made as of May 30, 2003 by and between LIN TELEVISION CORPORATION, a Delaware corporation ("LIN"), and WNAC, LLC, a Rhode Island limited liability company ("Seller"), joined by SUPER TOWERS, INC., a Florida corporation ("Super Towers") solely with respect to the provisions of Section 10.4 hereof.

Recitals

- A. Seller owns television broadcast station WNAC-TV, Providence, Rhode Island and certain related assets and obligations (the "Station").
- B. LIN, through wholly-owned subsidiaries, owns television broadcast station WPRI-TV, Providence, Rhode Island and certain related assets and obligations ("WPRI").
- C. The parties contemplate the amendment or modification by the Federal Communications Commission ("FCC") of the local television ownership restrictions of the multiple ownership rules (currently, Section 73.3555(b) of the FCC rules) so as to permit the common ownership of the Station and WPRI by a single owner or licensee under the standard of the revised rule (the "Ownership Rule Change").
- D. Seller wishes to grant to LIN an option to acquire the Station and certain assets related to the business and operation thereof, subject to and upon the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. OPTION

1.1 Grant of the Option. In consideration of the payment to Seller of Sixty Four Thousand Dollars (\$64,000.00) upon execution of this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Seller, Seller hereby grants to LIN, and LIN hereby accepts Seller's grant of, an exclusive option to purchase the Covered Assets, as defined in Section 2.1 hereof, upon the terms and conditions set forth in this Agreement (the "Option").

1.2 Exercise of the Option.

- (a) The Option may be exercised by LIN at any time during the Option Period (as hereinafter defined) upon LIN's determination that it is eligible to

become the assignee of the FCC Licenses (as defined in Section 2.1(a) hereof) pursuant to an Ownership Rule Change or otherwise pursuant to the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations, policies and procedures of the FCC (the "FCC Rules"), including without limitation any waiver of such FCC Rules (a "Waiver Request"). For purposes hereof, "Option Period" shall mean the period commencing on the date hereof and ending on the later of (i) June 10, 2006 or (ii) in the event that an Ownership Rule Change shall become effective prior to June 10, 2006, the second anniversary of the date on which the Ownership Rule Change shall have become a Final Order (as hereinafter defined). For purposes hereof, "Final Order" shall mean an action by the FCC or other regulatory authority having jurisdiction (y) with respect to which action no timely request for stay, motion or petition for reconsideration or rehearing, application or request for review or notice of appeal or other judicial petition for review is pending and (z) as to which the time for filing any such request, motion, petition, application, appeal or notice and for entry of orders staying, reconsidering or reviewing on the FCC's or such other regulatory authority's own motion has expired.

(b) LIN shall exercise the Option by delivering to Seller written notice thereof (the "Exercise Notice"). The Exercise Notice shall set forth LIN's determination in accordance with paragraph (a) above that LIN is eligible to become the assignee of the FCC Licenses whether in connection with an Ownership Rule Change or otherwise pursuant to the Communications Act or the FCC Rules (or a Waiver Request). Upon the exercise of the Option, Seller and LIN shall be obligated to enter into the transactions to be consummated hereunder at the Closing, subject to the provisions of ARTICLE 7, ARTICLE 8 and ARTICLE 9 hereof, and Section 1.2(c) below.

(c) LIN may withdraw any Exercise Notice prior to the Closing Date by written notice to Seller of such withdrawal. No such withdrawal (and no withdrawal of any subsequent Exercise Notice) will affect LIN's right subsequently to exercise the Option by delivering to Seller during the Option Period one or more other Exercise Notices. Upon the withdrawal of any Exercise Notice, LIN shall reimburse Seller for all reasonable out-of-pocket expenses (including reasonable attorneys' fees) incurred by Seller in connection with its compliance with Section 6.2, Section 6.4 and Section 6.5 hereof with respect to such Exercise Notice.

ARTICLE 2. PURCHASE OF ASSETS

2.1 Covered Assets. Subject to Section 1.2(c) hereof, upon the exercise of the Option, Seller shall, on the Closing Date, sell, assign, transfer, convey and deliver to LIN on the Closing Date all right, title and interest of Seller in and to the assets, properties, interests and rights of Seller with respect to the Station to the extent set forth below and excluding the Excluded Assets as hereafter defined (the "Covered Assets"):

(a) all licenses, construction permits and authorizations issued to Seller by the FCC with respect to the Station, including any renewals, extensions or modifications thereof and additions thereto between the date hereof and the Closing Date (the "FCC Licenses");

(b) all licenses, permits, construction permits, approvals, concessions, franchises, certificates, consents, qualifications, registrations, privileges and other authorizations and other rights, exclusive of the FCC Licenses, from any governmental authority to Seller currently in effect and used in connection with the Station, together with any additions thereto between the date of this Agreement and the Closing Date (the "Permits");

(c) the tangible personal property specifically set forth on Schedule 2.1 (the "Tangible Personal Property");

(d) Seller's rights under the LMA (as hereinafter defined) (collectively, (the "LMA Rights")).

(e) Seller's rights under the Asset Purchase Agreement, dated January 31, 2001 (the "APA"), acquired by Seller on April 22, 2002 (the "APA Rights").

The Covered Assets shall be transferred to LIN free and clear of liens, claims and encumbrances ("Liens"), except for Assumed Obligations and liens for taxes not yet due and payable (collectively, "Permitted Liens").

For purposes hereof, "LMA" means that certain Joint Marketing and Programming Agreement, dated as of June 10, 1996, by and between (i) TVL (as hereinafter defined) as assignee of Clear Channel Television, Inc., and (ii) Seller, as assignee of Super Towers, as assignee of LIN, as assignee of Smith Acquisition Company and Smith Acquisition License Company, as assignee of WNAC Argyle Television, Inc. and Providence Argyle Television, Inc., as modified by Section 1.7 of that certain Asset Purchase Agreement, dated January 31, 2001, by and among Smith Acquisition Company, Smith Acquisition License Company, STC Broadcasting, Inc. and STC License Company, and LIN, and as amended as of the date hereof.

2.2 Excluded Assets. Except for those assets specifically identified in Section 2.1, the Covered Assets shall not include any other assets, property, interests or rights of any kind or description (the "Excluded Assets"). The Excluded Assets shall remain the property of Seller.

2.3 Assumption of Obligations. On the Closing Date, LIN shall assume and undertake to pay, discharge and perform the obligations of Seller set forth on Schedule 2.3 arising out of events occurring on or after the Closing Date (the "Assumed Obligations") with respect to the Covered Assets. LIN does not assume or agree to discharge or perform, and will not be deemed by reason of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform, and Seller shall remain liable for, any liabilities, obligations or commitments of Seller

arising from the business or operation of the Station before the Closing Date, or any other obligations or liabilities other than the Assumed Obligations.

2.4 LMA. On the Closing Date, the LMA shall remain in full force and effect, and pursuant to the terms of the Assignment and Assumption Agreement substantially in the form of Exhibit A hereto (the "A&A Agreement"), Seller shall assign to LIN, and LIN shall assume, the LMA Rights.

2.5 APA. On the Closing Date, pursuant to the terms of the A&A Agreement, Seller shall assign to LIN, and LIN shall assume, the APA Rights. Any determination or calculation of any amount due to LIN regarding the APA Rights, including for the avoidance of doubt, the LMA, shall be made based on accounting rules and principles in effect on January 31, 2001, the effective date of the APA.

2.6 Purchase Price.

(a) At the Closing for the exercise of the Option, and pursuant to the terms and subject to the conditions set forth in this Agreement, LIN hereby agrees to pay to Seller a total aggregate amount equal to the sum of (i) Three Million Two Hundred Thousand Dollars (\$3,200,000) and (ii) an amount equal to the Escalation Amount (as defined and calculated pursuant to Schedule 2.6 hereto) (the "Purchase Price").

(b) In accordance with Section 2.6(a), on the Closing Date the Purchase Price shall be paid from LIN to Seller by federal wire transfer of same-day funds pursuant to wire instructions, which instructions shall be delivered to LIN by Seller at least two business days prior to the Closing Date (or such other method of funds transfer as may be agreed upon by LIN and Seller); provided that LIN may elect to cause TVL Broadcasting, Inc. (f/k/a STC Broadcasting, Inc.), a Delaware corporation ("TVL"), to grant a credit against the \$2.5 million non-negotiable promissory note, dated April 22, 2003, issued by Super Towers to TVL (the "ST Note"), in the amount of the outstanding balance thereof (including accrued interest) or any promissory note substituted therefor, and to credit such amount toward payment of the Purchase Price.

2.7 Allocation. LIN and Seller will allocate the Purchase Price in accordance with the respective fair market values of the Covered Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended. The allocation shall be determined by mutual agreement of the parties. LIN and Seller agree to file their federal income tax returns and their other tax returns reflecting such allocation and to use such allocation for accounting and financial reporting purposes.

2.8 Closing. Upon the exercise of the Option, the consummation of the sale and purchase of the Covered Assets provided for in this Agreement (the "Closing") shall take place no later than ten business days after the satisfaction or, to the extent permissible by law, the waiver (by the party for whose benefit the closing condition is imposed) of, the conditions specified in Section 7.2 and Section 8.2 hereof. Alternatively, the Closing may take place at

such other place, time or date as the parties may mutually agree upon in writing. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

ARTICLE 3. SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to LIN as of the date hereof and again at and as of the Closing Date; provided, however, that Seller make no representation or warranty as to any action, event or occurrence that was or shall be caused by LIN or that arose or shall arise from any omission by LIN to perform its obligations under the LMA:

3.1 Organization and Standing. Seller is duly organized, validly existing and in good standing under the laws of the State of Rhode Island. Seller has the requisite limited liability company (“LLC”) power to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto (collectively, the “Seller Ancillary Agreements”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary LLC action of Seller, and do not require any further authorization or consent of Seller or Super Towers, Seller’s sole member. This Agreement is, and each Seller Ancillary Agreement when executed and delivered by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable against it in accordance with its respective terms, except in each case as such enforceability (i) may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and (ii) is subject to general principles of equity (the “Enforceability Limitations”).

3.3 No Conflicts. Neither the execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements, nor the consummation by Seller of any of the transactions contemplated hereby or thereby, nor the compliance by Seller with, or fulfillment by Seller of, the terms, conditions and provisions hereof or thereof will conflict with any organizational documents of Seller or any law, judgment, order or decree to which Seller is subject or require any material approval, consent, authorization or act of, or the making by Seller of any material declaration, filing or registration with, any third party or any foreign, federal, state or local court or governmental or regulatory authority or body, except the FCC Consent.

3.4 FCC Licenses. Schedule 3.4 sets forth a complete and accurate list of all of the FCC Licenses. Seller is the holder of the FCC Licenses. The FCC Licenses are in full force and effect, have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC Licenses (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, complaint or notice of forfeiture against Seller with respect to the Station. The Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act and the FCC Rules.

3.5 Taxes. Seller has, in respect of the Station's business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

3.6 Personal Property. Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens and Liens that will be discharged at or prior to Closing. All items of Tangible Personal Property are in good operating condition and adequate repair (ordinary wear and tear excepted).

3.7 Insurance. Pursuant to the terms and subject to the conditions of the LMA, Seller maintains insurance policies with respect to the Station and the Covered Assets and will maintain such policies (or acquire substantially similar insurance coverage) until Closing. To Seller's knowledge, all premiums for such policies have been paid as billed to date and Seller is in compliance in all material respects with the terms of such policies.

3.8 Compliance with Law. Seller has complied in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the operation of the Station, including filing all returns, reports, and statements that Seller is required to file with the FCC and the Federal Aviation Administration. Seller is the holders of all of the Permits and, together with the FCC Licenses, the Permits constitute all material permits, approvals, franchises, concessions, licenses or other governmental authorizations of every character whatsoever that Seller is required to have under applicable law or by governmental authorities for the lawful ownership and operation of the Station and the Covered Assets as such are currently owned and operated by Seller. Seller is in compliance in all material respects with the terms of all of the Permits, the Permits are in full force and effect, and no material violations are or have been recorded in respect of any thereof. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station that will subject LIN to liability or which questions the legality or propriety of the transactions contemplated by this Agreement. To Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station (except those affecting the broadcasting industry generally).

3.9 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

ARTICLE 4. **LIN REPRESENTATIONS AND WARRANTIES**

LIN hereby makes the following representations and warranties to Seller as of the date hereof and again at and as of the Closing Date:

4.1 Organization and Standing. LIN is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Upon Closing, LIN (or

the Licensee Assignee, as defined in Section 12.1 hereof, as applicable) will be qualified to do business in the State of Rhode Island. LIN has the requisite corporate power to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by LIN pursuant hereto (collectively, the “LIN Ancillary Agreements”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

4.2 Authorization. The execution, delivery and performance of this Agreement and the LIN Ancillary Agreements by LIN have been duly authorized and approved by all necessary corporate action of LIN and its stockholders and do not require any further authorization or consent of LIN. This Agreement is, and each LIN Ancillary Agreement when executed and delivered by LIN and the other parties thereto will be, a legal, valid and binding agreement of LIN enforceable against it in accordance with its respective terms, subject in each case to any Enforceability Limitations.

4.3 No Conflicts. Neither the execution and delivery by LIN of this Agreement and the LIN Ancillary Agreements or the consummation by LIN of any of the transactions contemplated hereby or thereby, nor compliance by LIN with or fulfillment by LIN of the terms, conditions and provisions hereof or thereof will conflict with any organizational documents of LIN or any law, judgment, order or decree to which LIN is subject, or require the approval, consent, authorization or act of, or the making by LIN of any declaration, filing or registration with, any third party or any foreign, federal, state or local court or governmental or regulatory authority or body, except the FCC Consent.

4.4 Qualification. LIN is financially, and as of the Closing Date (and subject to the grant of the FCC Consent) shall be legally and otherwise, qualified to be the licensee of, acquire, own and operate the Station under the Communications Act and FCC Rules, with no waiver of any FCC Rule that shall not have been obtained prior to Closing being necessary. There is no action, suit or proceeding pending or, to the knowledge of LIN, threatened against LIN which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of LIN to perform its obligations hereunder.

4.5 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of LIN or any party acting on LIN’s behalf.

ARTICLE 5. **SELLER COVENANTS**

5.1 Seller Covenants. Seller covenants and agrees with respect to the Station that, between the date hereof and the earlier of the Closing Date or the termination of the Option Period, except as permitted by this Agreement or with the prior written consent of LIN, which shall not be unreasonably withheld, Seller shall:

- (a) operate the Station in the ordinary course of business consistent with past practice and in all material respects in accordance with the FCC Rules and with all other applicable laws, regulations, rules and orders and the LMA;

(b) not sell, lease or otherwise transfer, or agree to sell, lease otherwise transfer, the FCC Licenses or any rights thereunder;

(c) not sell, lease or dispose of or agree to sell, lease or dispose of any of the Covered Assets (exclusive of the FCC Licenses, which are subject to paragraph (b) above) other than (i) Excluded Assets or (ii) obsolete or worn-out assets no longer necessary for the operation of the Station, or other assets sold or disposed of in the normal course of business with suitable replacements being obtained therefor, nor create, assume or permit to exist any Liens upon the Covered Assets, except for Permitted Liens;

(d) not modify, amend or change, or adversely alter in any material respect, the LMA Rights;

(e) not enter into any employment agreement with or amend or modify the compensation and benefits payable to any employee of Seller in any material respect with respect to the Station;

(f) maintain the existing insurance policies on the Covered Assets or other policies providing substantially similar coverages until the Closing Date; and

(g) upon reasonable notice, give LIN reasonable access during normal business hours to the Covered Assets and the Station and furnish LIN with information relating to the Covered Assets and the Station that LIN may reasonably request; provided that such rights of LIN under this Section 5.1(g) shall not be exercised in such a manner as to interfere unreasonably with the business of the Station;

provided, however, that Seller does not covenant or agree as to any action, event or occurrence that is the obligation of LIN under the LMA to perform, prevent or control.

ARTICLE 6. JOINT COVENANTS

LIN and Seller hereby jointly covenant and agree that between the date hereof and the earlier of the Closing Date or the termination of the Option Period:

6.1 Confidentiality.

(a) Subject to the requirements of applicable law, and except as provided in Section 6.1(b), LIN and Seller shall each keep confidential, and each shall cause its affiliates to keep confidential, all information obtained by it with respect to the other parties hereto in connection with this Agreement and the negotiations preceding this Agreement (“Confidential Information”); provided that the parties hereto may furnish such Confidential Information to their employees, agents and representatives who reasonably need to know such Confidential Information (including their financial and legal advisers, their banks and other lenders) (collectively, “Representatives”); provided, however, that the

disclosing party shall be responsible for all actions or omissions of such Representatives with regard to Representatives' breach of this Section 6.1. Each party hereto shall, and shall cause each of such party's Representatives to, use the Confidential Information solely in connection with the transactions contemplated by this Agreement, and not for any competitive purpose or advantage detrimental to the other party hereto or any of its affiliates. If the transactions contemplated hereby are not consummated for any reason, each party shall (i) return to such other party hereto, without retaining a copy thereof, any schedules, documents or other written information (and any derivative work product) obtained from such other party in connection with this Agreement and the transactions contemplated hereby, and (ii) provide, upon request, a written confirmation that all Confidential Information (and derivative work product) has been returned to the other party, and that the Confidential Information was used solely in connection with the transactions contemplated by this Agreement.

(b) No party shall be required to keep confidential or return any Confidential Information which: (i) is known or available through other lawful sources, not bound by a confidentiality agreement with the disclosing party; (ii) is or becomes publicly known through no fault of the receiving party or its agents; (iii) is required to be disclosed pursuant to an order or request of a judicial or governmental authority (provided the disclosing party is given reasonable prior notice of the order or request and the purpose of the disclosure); or (iv) is developed by the receiving party independently of the disclosure by the disclosing party. Seller and its affiliates may, in accordance with their respective legal obligations (including but not limited to filings permitted or required by the applicable securities laws or any securities market), make such filings and public statements and announcements as necessary or appropriate in connection with this Agreement and the transactions contemplated hereby.

6.2 Cooperation. Subject to express limitations contained elsewhere herein, each party (a) shall cooperate fully with one another in taking any reasonable actions (including without limitation, reasonable actions to obtain the required consent of any governmental instrumentality or any third party) necessary or helpful to accomplish the transactions contemplated by this Agreement, including, but not limited to, the prompt satisfaction of any condition to Closing set forth herein, (b) shall not take any action that conflicts with its obligations hereunder and (c) shall not take any action that would materially hinder or otherwise materially delay the consummation of the transactions contemplated by this Agreement.

6.3 Control of Station. LIN shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to the Closing Date. Consistent with the FCC Rules, control, supervision and direction of all Station operations prior to the Closing Date shall remain the responsibility of Seller as the holder of the FCC Licenses.

6.4 FCC Application. As soon as reasonably practicable, but in no event later than five business days after LIN's delivery of the Exercise Notice, the parties shall file an application with the FCC requesting the FCC's written consent to the assignment of the FCC Licenses from Seller to LIN, or any party designated by LIN that is an affiliate of LIN or would

otherwise be constitute or be eligible to be its Licensee Assignee, as defined in Section 12.1 hereof, pursuant to this Agreement, including, as applicable, any Waiver Request (the “Assignment Application”). In addition, each party hereto covenants and agrees to (i) prepare, file and prosecute any alternative application, petition, motion, request (including any Waiver Request) or other filing (including, upon the request of LIN, any motion for leave to withdraw or dismiss any Assignment Application or other filing made by the parties in connection with the transactions contemplated by this Agreement) (collectively, the “Additional Applications” and, together with the Assignment Application, the “FCC Applications”); (ii) file any amendment or modification to the FCC Applications; (iii) provide to LIN any information, documents or other materials reasonably requested by LIN in connection with the preparation of any such FCC Applications, including without limitation any Waiver Request, (iv) prosecute the FCC Applications with commercially reasonable diligence and otherwise use their commercially reasonable efforts to obtain a favorable conclusion with regard to the FCC Applications; (v) otherwise take any other action with respect to the FCC as may be reasonably necessary or reasonably requested by LIN in connection with the transactions contemplated hereby; and (vi) cooperate in good faith with the other party with respect to the foregoing covenants, all as may be determined by LIN to be reasonably necessary or appropriate or advisable in order to consummate the transactions contemplated hereby upon the exercise of the Option. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Applications, shall furnish all information required by the FCC and shall be represented at all meetings or hearings scheduled to consider the FCC Application. The FCC’s written consent to the assignment of the FCC Licenses contemplated hereby is referred to herein as the “FCC Consent.” The parties each agree to comply with any condition imposed on them by any FCC Consent, except that no party shall be required to comply with a condition if such condition requires such party to divest any of its direct or indirect assets. The parties shall oppose any petitions to deny or other objections filed with respect to the application for any FCC Consent and any requests for reconsideration or review of any FCC Consent. If the Closing shall not have occurred for any reason within the original effective period of any FCC Consent, and no party shall have terminated this Agreement pursuant to its right under Section 11.1 hereof, the parties shall jointly request an extension of the effective period of such FCC Consent. No extension of the effective period of any FCC Consent shall limit the exercise by either LIN or Seller of its right to terminate the Agreement under Section 11.1 hereof.

6.5 Updated Schedules. Seller shall promptly disclose in writing to LIN, and LIN shall promptly disclose in writing to Seller, any information contained in their respective representations and warranties or any of the Schedules hereto which, because of an event occurring after the date of this Agreement, is incomplete or is no longer correct such that the respective conditions set forth in Section 8.1 or Section 7.1 hereof, as the case may be, would not be satisfied.

ARTICLE 7. **SELLER CLOSING CONDITIONS**

Subject to the exercise of the Option pursuant the terms and subject to the conditions of this Agreement, the obligations of Seller hereunder are subject to satisfaction or waiver, at or prior to Closing, of each of the following conditions:

7.1 Representations, Warranties and Covenants. The representations and warranties of LIN made in this Agreement shall be true and correct in all material respects at and as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by LIN at or prior to Closing shall have been complied with or performed in all material respects. Seller shall have received a certificate dated as of the Closing Date from LIN, executed by an authorized officer of LIN, to the effect that the conditions set forth in this Section 7.1 have been satisfied.

7.2 FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

7.3 No Prohibitions. No injunction, restraining order or decree of any nature of any governmental authority of competent jurisdiction shall be in effect that restrains or prohibits any party from consummating the transactions contemplated by this Agreement.

ARTICLE 8. **LIN CLOSING CONDITIONS**

Subject to the exercise of the Option pursuant the terms and subject to the conditions of this Agreement, the obligations of LIN hereunder are subject to satisfaction or waiver, at or prior to Closing, of each of the following conditions:

8.1 Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects at and as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects. LIN shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller, to the effect that the conditions set forth in this Section 8.1 have been satisfied.

8.2 FCC Consent. The FCC Consent shall have been obtained and constitute a Final Order, and no court or governmental order prohibiting Closing shall be in effect.

8.3 No Prohibitions. No injunction, restraining order or decree of any nature of any governmental authority of competent jurisdiction shall be in effect that restrains or prohibits any party from consummating the transactions contemplated by this Agreement.

ARTICLE 9. **CLOSING DELIVERIES**

9.1 Seller Documents. Subject to the exercise of the Option pursuant the terms and subject to the conditions of this Agreement, at Closing Seller shall deliver or cause to be delivered to LIN:

(a) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby, by Seller;

(b) the certificate described in Section 7.1 hereof;

(c) the A&A Agreement; and

(d) such other bills of sale, assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign to LIN the Covered Assets, free and clear of Liens, except for Permitted Liens.

9.2 LIN Documents. Subject to the exercise of the Option pursuant the terms and subject to the conditions of this Agreement, at Closing LIN shall deliver or cause to be delivered to Seller:

(a) the certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby, by LIN;

(b) the certificate described in Section 6.1 hereof;

(c) the Purchase Price;

(d) the A&A Agreement; and

(e) such other documents and instruments of assumption as may be necessary to assume the Assumed Obligations.

ARTICLE 10. **SURVIVAL; INDEMNIFICATION**

10.1 Survival. The representations and warranties in this Agreement shall survive Closing for two years after the Closing Date, whereupon they shall expire and be of no further force or effect, except those under this Section 10.1 that relate to Damages for which written notice is given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved.

10.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless LIN 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 LIN arising out of or resulting from: (i) any inaccuracy in or breach or nonfulfillment of any of the representations, warranties, covenants or agreements made by Super Towers and/or Seller in this Agreement or default by Super Towers and/or Seller under this Agreement; (ii) obligations or liabilities of Seller regarding the Station other than the Assumed Obligations; or (iii) any taxes owed by Seller for any period prior to the Closing Date (but after the date in which Seller acquired the Station).

(b) From and after Closing, LIN shall defend, indemnify and hold harmless Seller and Super Towers from and against any and all Damages incurred by Seller or Super Towers arising out of or resulting from: (i) any inaccuracy in

or breach or nonfulfillment of any of the representations, warranties, covenants or agreements made by LIN in this Agreement or default by LIN under this Agreement; (ii) the Assumed Obligations or the business or operation of the Station after the Closing Date; or (iii) any taxes owed by LIN for any period following the Closing Date.

10.3 Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a “Claim”), but a failure to give such notice or delaying such notice shall not affect the indemnified party’s right to indemnification and the indemnifying party’s obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within 20 days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding, in the event that the indemnifying party undertakes the defense of or opposition to any Claim: (i) the indemnified party, by one counsel or one other representative of its own choosing, reasonably satisfactory to the Indemnifying Party, shall have the right to consult with the indemnifying party and its counsel or other representative concerning such Claim and to participate in the defense, opposition, compromise or settlement of the Claim; (ii) the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and (iii) the indemnifying party shall not, without the indemnified party’s written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim. With reference to clauses (i) and (ii) of the preceding sentence, the indemnifying party shall bear the reasonable cost and expense of the indemnified party’s counsel or other representative unless the indemnifying party shall affirm in writing its obligation

to indemnify the indemnified party for any losses incurred by such parties with respect to such Claim, and in the event of such written affirmation by the indemnifying party the indemnified party shall bear the cost and expense of its own counsel or representatives. The written affirmation to the indemnified party provided herein shall not be or be deemed to be an admission of liability on the part of the indemnifying party as against any third-party claimant.

(d) All claims not disputed shall be paid by the indemnifying party within 30 days after receiving notice of the Claim. A “Disputed Claim” shall mean a claim for Damages by an indemnified party which the indemnifying party objects to in writing within 30 days after receiving notice of the Claim. In the event there is a Disputed Claim with respect to any Damages, the indemnifying party shall be required to pay the indemnified party the amount of such Damages for which the indemnifying party has, pursuant to a final determination, been found liable within ten days after there is a final determination with respect to such Disputed Claim. A final determination of a Disputed Claim shall be: (i) a judgment of any court with proper jurisdiction determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any legally binding arbitration proceeding determining the validity of such disputed claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such claim signed by the parties thereto; (iv) a written acknowledgment of the indemnifying party that it no longer disputes the validity of such claim; or (v) such other evidence of final determination of a disputed claim as shall be acceptable to the parties. No undertaking of defense or opposition to a Claim shall be construed as an acknowledgment by such party that it is liable to the party claiming indemnification with respect to the Claim at issue or other similar Claims.

10.4 Super Towers Guaranty.

(a) By joining in the execution of this Agreement with respect to this Section 10.4, and subject to the limitations set forth in Section 10.4(b), Super Towers hereby guarantees Seller's full, complete and timely performance of its obligations under this Article 10. The liability of Super Towers hereunder shall be direct and not conditional or contingent upon the pursuit of any remedies against Seller. LIN may at its option proceed in the first instance against Super Towers to collect any of Seller's obligations under Article 10 without first proceeding against Seller. The guarantee of Super Towers hereunder shall be deemed a continuing guarantee and shall remain in full force and effect until the obligations of Seller under Article 10 are fully paid and discharged.

(b) LIN hereby acknowledges and agrees (i) that LIN's recourse against Super Towers with respect to its guarantee set forth in Section 10.4(b) or otherwise, shall not exceed, and shall be limited to, the aggregate amount of distributions that WNAC shall have made to Super Towers, as Seller's sole

member, from the Purchase Price, as reduced by the amount of any payments that Super Towers shall have made to discharge the outstanding balance (including accrued interest) of the ST Note or any promissory note substituted therefor, (ii) that LIN shall not have any other recourse against Super Towers, any affiliate thereof (except Seller), any officer, director or stockholder thereof, or any of its or their other assets or properties (except Seller's), in respect of Seller's obligations under this Agreement, and (iii) that in any action or proceeding commenced with respect to Seller's obligations under this Article 10, no deficiency or other money judgment shall be sought or obtained by LIN or its affiliates against Super Towers in an amount, when aggregated with any payments made to LIN or its affiliates by Super Towers with respect to its guarantee and with any other unsatisfied deficiencies or other money judgments obtained by LIN or its affiliates against Super Towers with respect to its guarantee, in excess of the amount provided for in clause (i) above, or against any officer, director, stockholder or affiliate (except Seller) thereof, or enforced against any of their assets other than Seller's assets; *provided, however*, that LIN's right of recourse against Super Towers and Super Towers' guarantee hereunder shall not be limited as set forth in the foregoing clauses (i) and (iii) with respect to any breach of Seller's covenants or obligations under Section 5.1(b), 6.2, or 6.4 hereof.

(c) Super Towers consents, acknowledges and agrees to the right granted LIN pursuant to the terms and subject to the conditions of Section 2.6(b) hereof and Super Towers shall be deemed to be a party to Section 2.6(b) solely for purposes of the exercise of LIN's right with respect to the ST Note as provided therein.

(d) Super Towers represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of the State of Florida, (ii) that it has the requisite corporate power to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof, (iii) that the execution, delivery and performance of this Agreement by Super Towers have been duly authorized and approved by all necessary corporate action of Super Towers and do not require any further authorization or consent of Super Towers or its shareholder, and (iv) that this Agreement is a legal, valid and binding obligation of Super Towers, enforceable against it in accordance with its terms, subject to the Enforceability Limitations.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Termination. This Agreement may be terminated as follows:

(a) at any time by mutual written consent of the parties;

(b) by either party at any time following the expiration of the Option Period; provided that if the expiration of the Option Period takes place during the Pending Period (as hereinafter defined) either party may terminate this Agreement, pursuant to this Section 11.1(b), only following either:

- (i) LIN's withdrawal of its Exercise Notice; or
- (ii) a dismissal or denial of the FCC Application by the FCC shall have become a Final Order (the "FCC Dismissal");

(c) subject to the exercise of the Option pursuant the terms and subject to the conditions of this Agreement, at any time prior to Closing, by written notice of LIN to Seller if Seller (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; or

(d) subject to the exercise of the Option pursuant the terms and subject to the conditions of this Agreement, at any time prior to Closing, by written notice of Super Towers to LIN if LIN (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period.

"Pending Period" shall mean the period commencing on the delivery of an Exercise Notice, subject to LIN's right to withdraw such Exercise Notice, and ending on the Closing Date or the date of the FCC Dismissal.

"Cure Period" shall mean a period commencing the date LIN or Super Towers receives from the other written notice of breach or default hereunder and continuing until the earlier of (a) 30 days thereafter or (b) the Closing Date; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Except as set forth below, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

11.2 Remedies. The parties recognize that if either Seller or LIN refuses to consummate the Closing pursuant to the provisions of this Agreement or either Seller or LIN otherwise breaches or defaults such that the Closing has not occurred ("Breaching Party"), monetary damages alone will not be adequate to compensate the non-breaching party ("Non-Breaching Party") for its injury. Such Non-Breaching Party shall therefore be entitled to obtain specific performance of the terms of this Agreement in lieu of, and not in addition to, any other remedies, including but not limited to monetary damages, that may be available to it. If any action is brought by the Non-Breaching Party to enforce this Agreement, the Breaching Party shall waive the defense that there is an adequate remedy at law. In the event of a default by the Breaching Party which results in the filing of a lawsuit for damages, specific performance, or other remedy, the Non-Breaching Party shall be entitled to reimbursement by the Breaching

Party of reasonable legal fees and expenses incurred by the Non-Breaching Party, provided that the Non-Breaching Party is successful in such lawsuit.

11.3 Further Assurances. After Closing, Seller shall from time to time, at the request of and without further cost or expense to LIN, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in LIN good title to the Covered Assets, and LIN shall from time to time, at the request of and without further cost or expense to Seller, execute and deliver such other instruments and take such other actions as may reasonably be requested in order more effectively to relieve Seller of any obligations being assumed by LIN hereunder.

ARTICLE 12. GENERAL PROVISIONS

12.1 Assignment. No party may assign this Agreement without the prior written consent of the other parties hereto, except that LIN may assign all or any part of its rights hereunder to exercise the Option and to receive and hold the Covered Assets at Closing (a “Licensee Assignment”) to (a) any direct or indirect wholly-owned subsidiary of LIN (a “LIN Subsidiary”), or (b) to any party who shall be the Programmer under the LMA, or (c) to a third party in connection with the sale of all or substantially all of the assets of LIN or TVL Broadcasting of Rhode Island, LLC, a Delaware limited liability company, or (d) to any other third party qualified to be an FCC licensee, *provided that* (i) LIN shall guarantee the performance of such third party under this Agreement and (ii) such assignment pursuant to this clause (d) shall be subject to LIN’s determination that at the time of such assignment it is not reasonably practicable for either LIN or a LIN Subsidiary to become the assignee of the FCC Licenses whether in connection with an Ownership Rule Change or otherwise pursuant to the Communications Act or the FCC Rules (or a Waiver Request). This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors and permitted assigns of the parties hereto.

12.2 Amendments. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party or parties against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

12.3 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

12.4 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

12.5 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt

requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered by facsimile transmission, and shall be addressed as set forth below (or to such other address as any party may request by written notice):

Notices to LIN:

LIN Television Corporation
One Richmond Square, Suite 230E
Providence, RI 02906
Attention: Denise M. Parent, Vice President and Deputy
General Counsel
Facsimile: (401) 454-0089

with a copy (which shall not constitute notice) to:

Covington & Burling
1201 Pennsylvania Avenue, NW
Washington, DC 20004-2401
Attention: Eric Dodson Greenberg
Facsimile: (202) 778-5193

Notices to Seller (and also to Super Towers re its guarantee under Section 10.4):

Super Towers, Inc.
17 Crooked Lane
Manchester, MA 01944
Attention: Timothy G. Sheehan, President
Facsimile: (781) 582-1831

with a copy (which shall not constitute notice) to:

Dow, Lohnes, & Albertson, PLLC
1200 New Hampshire Avenue, NW
Washington, DC 20036
Attention: John H. Pomeroy
Facsimile: (202) 776-2222

12.6 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

12.7 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

12.8 Bulk Transfer Laws. LIN hereby waives compliance with the provisions of any applicable bulk transfer laws. Seller shall indemnify LIN for any and all costs or expenses that LIN incurs as a result of this waiver, except to the extent that such costs or expenses shall be incurred by LIN as a result of its omission to perform its obligations under the LMA.

12.9 Waiver. The waiver by Seller or LIN of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. No covenant, term or condition of this Agreement shall be deemed to have been waived by Seller or LIN unless such waiver is in writing and is signed by the party or parties against whom such waiver is asserted.

12.10 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

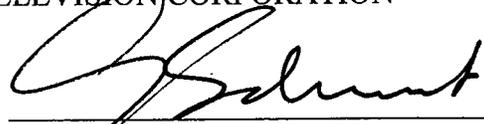
12.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Each party hereto will receive by delivery or facsimile or electronic transmission a duplicate original of the Agreement executed by each party, and each party agrees that the delivery of the Agreement by facsimile or electronic transmission will be deemed to be an original of the Agreement so transmitted.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first set forth above.

LIN TELEVISION CORPORATION

By:



Gregory M. Schmidt
Vice President – New
Development & Secretary

WNAC, LLC

By:

Timothy G. Sheehan
President

SUPER TOWERS' JOINDER

By its execution of this joinder, solely with respect to the provisions of Section 10.4 of the foregoing Asset Purchase Agreement (the "Agreement"), SUPER TOWERS, INC., a Florida corporation ("Super Towers") agrees to the terms of Section 10.4 of the Agreement as of the date first above written and affirms its representations set forth in Section 10.4(c) thereof.

SUPER TOWERS, INC.

By:

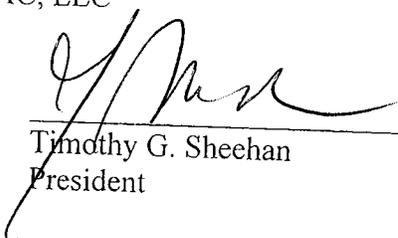
Timothy G. Sheehan
President

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first set forth above.

LIN TELEVISION CORPORATION

By: _____
Gregory M. Schmidt
Vice President – New
Development & Secretary

WNAC, LLC

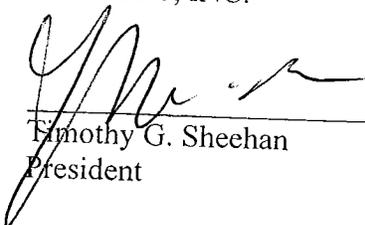
By: 

Timothy G. Sheehan
President

SUPER TOWERS' JOINDER

By its execution of this joinder, solely with respect to the provisions of Section 10.4 of the foregoing Asset Purchase Agreement (the "Agreement"), SUPER TOWERS, INC., a Florida corporation ("Super Towers") agrees to the terms of Section 10.4 of the Agreement as of the date first above written and affirms its representations set forth in Section 10.4(c) thereof.

SUPER TOWERS, INC.

By: 

Timothy G. Sheehan
President

Exhibit A

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of _____, among TVL BROADCASTING, INC. (f/k/a STC Broadcasting, Inc.), a Delaware corporation, for itself and as successor to Smith Acquisition Company, a Delaware corporation, Smith Acquisition License Company, a Delaware corporation, and STC License Company, a Delaware corporation (collectively, "TVL"), LIN TELEVISION CORPORATION, a Delaware corporation ("LIN"), and WNAC, LLC, a Rhode Island limited liability company ("Seller").

Recitals

A. Seller owns television broadcast station WNAC-TV, Providence, Rhode Island and certain related assets and obligations (the "Station").

B. Pursuant to the terms of an Assignment and Assumption Agreement, dated April 22, 2002, among TVL, LIN, Super Towers, Inc., a Florida corporation ("Super Towers"), and Seller, Seller (i) is a party to the Joint Marketing and Promotion Agreement, dated June 10, 1996, as amended, by and between TVL and Seller, as assignee (the "LMA"), and (ii) holds, as assignee of LIN, certain rights under Sections 1.7, 1.9 and 1.10, and under clause (b) of Section 10.3, of the Asset Purchase Agreement, dated January 31, 2001, and amended on March 15, 2001, by and between TVL and LIN (the "APA").

C. Pursuant to the Option Agreement, dated _____, 2003, by and between LIN and Seller, joined for limited purposes by Super Towers (the "Option Agreement"), LIN has agreed to acquire and assume certain rights and obligations of Seller under the LMA, and Seller's rights under the APA.

D. Section 11.1 of the APA provides that the APA may not be assigned without the prior written consent of the parties to the APA.

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, and, with respect to LIN and Seller, the mutual covenants and agreements set forth in the Option Agreement, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment of LMA and Certain APA Rights and Obligations from Seller to LIN.

1.1. Seller does hereby sell, assign, transfer, convey and deliver to LIN, and LIN does hereby purchase and acquire from Seller:

(a) all right, title and interest of Seller in and to Seller's rights and obligations as the owner of the Station under the LMA free and clear of Liens (as defined in the Option Agreement), except for Permitted Liens (as defined in the Option Agreement); and

(b) Seller's put rights under Section 1.9 of the APA, its "Sale by Buyer" rights under Section 1.10 of the APA and its rights as "Buyer" under Section 1.7 and clause (b) of Section 10.3 of the APA;

1.2. LIN does hereby accept assignment of the items listed in Section 1.1 hereto and agrees to assume such items.

2. Assignment and Delegation of LMA and Certain APA Rights and Obligations.

2.1. The parties to the APA hereby consent to the assignment and delegation of the rights and obligations provided to Seller under Sections 1.7, 1.9, 1.10 and clause (b) of Section 10.3 of the APA to LIN insofar as those obligations and liabilities relate to the time period on and after the Closing Date (as defined in the Option Agreement) and which arise out of events occurring on or after such Closing Date.

2.2. The parties to the APA hereby acknowledge and agree that the assignment and delegation of Seller's obligations and liabilities pursuant to Section 1 hereof and the assumptions by LIN of such obligations and liabilities of Seller, as described herein, shall release and discharge Seller and its predecessors, successors and affiliates from such obligations or liabilities arising on or after the Closing Date, except as set forth in Section 2.3 below.

2.3. All payments, reimbursements, expenses and obligations under the LMA shall be prorated between LIN and Seller as of the Closing Date in accordance with the principle that Seller is responsible for all expenses payable by the station owner under the LMA and entitled to all reimbursements and other payments from TVL under the LMA relating to the period prior to the Closing Date and LIN shall be responsible for all expenses and entitled to all reimbursements and other payments from TVL relating to the period on and after the Closing Date, with the "Annual LMA Fee" and the "Financing Fee" under the LMA being prorated based upon the number of days elapsed during the then current twelve month period to which such payments relate. LIN and Seller shall complete such prorations, with payment being made to the appropriate party, within 30 days after the Closing Date or as soon thereafter as reasonably practicable.

3. Further Assurances.

3.1. Each party hereto agrees to execute and deliver promptly any other documents reasonably requested by another party hereto to evidence the consent(s) and the agreement(s) set forth in this Agreement.

4. General Provisions.

4.1. Assignment. No party may assign its interest in this Agreement without the prior written consent of the other parties hereto. This Agreement shall bind and inure to the benefit of the parties hereto and the respective successors and permitted assigns of the parties hereto.

4.2. Amendments. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

4.3. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

4.4. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

4.5. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered by facsimile transmission, and shall be addressed as set forth below (or to such other address as any party may request by written notice):

Notices to LIN:

LIN Television Corporation
One Richmond Square, Suite 230E
Providence, RI 02906
Attention: Denise M. Parent, Vice President and Deputy
General Counsel
Facsimile: (401) 454-0089

with a copy (which shall not constitute notice) to:

Covington & Burling
1201 Pennsylvania Avenue, NW
Washington, DC 20004-2401
Attention: Eric Dodson Greenberg
Facsimile: (202) 778-5193

Notices to Seller:

WNAC, LLC
17 Crooked Lane
Manchester, MA 01944
Attention: Timothy G. Sheehan, President
Facsimile: (781) 582-1831

with a copy (which shall not constitute notice) to:

Dow, Lohnes, & Albertson, PLLC
1200 New Hampshire Avenue, NW
Washington, DC 20036
Attention: John H. Pomeroy
Facsimile: (202) 776-2222

Notices to TVL:

TVL Broadcasting, Inc.
One Richmond Square, Suite 230E
Providence, RI 02906
Attention: Denise M. Parent, Vice President and Deputy
General Counsel
Facsimile: (401) 454-0089

with a copy (which shall not constitute notice) to:

Covington & Burling
1201 Pennsylvania Avenue, NW
Washington, DC 20004-2401
Attention: Eric Dodson Greenberg
Facsimile: (202) 778-5193

4.6. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

4.7. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

4.8. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

4.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Each party hereto will receive by delivery or facsimile or electronic transmission a duplicate original of the Agreement executed by each party, and each party agrees that the delivery of the Agreement by facsimile or electronic transmission will be deemed to be an original of the Agreement so transmitted.

IN WITNESS WHEREOF, each party hereto has executed this Assignment and Assumption Agreement, as of the date first set forth above.

TVL BROADCASTING, INC.

By: _____
Gregory M. Schmidt
Vice President — New Development &
Secretary

LIN TELEVISION CORPORATION

By: _____
Gregory M. Schmidt
Vice President — New Development &
Secretary

WNAC, LLC

By: _____
Timothy G. Sheehan
President

FIRST AMENDMENT TO OPTION AGREEMENT

This First Amendment To Option Agreement (this "First Amendment") is dated as of June 10, 2006 (the "Effective Date"), by and between LIN TELEVISION CORPORATION, a Delaware corporation ("LIN") and WNAC, LLC, a Rhode Island limited liability company ("Seller"), joined by SUPER TOWERS, INC., a Florida corporation ("Super Towers") as set forth herein.

WITNESSETH:

WHEREAS, reference is made to that certain Option Agreement, dated as of May 30, 2003, by and between LIN and Seller and joined by Super Towers ("Option Agreement");

WHEREAS, pursuant to, and in accordance with, Section 12.2 of the Option Agreement, the parties hereto and thereto desire to amend certain of the terms and conditions of the Option Agreement expressly as provided in this First Amendment;

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 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 Option Agreement.
2. **Amendment.** The Option Agreement shall be amended as follows:

Section 1.2(a) of the Option Agreement shall be amended by deleting the following sentence from Section 1.2(a):

"For purposes hereof, "Option Period" shall mean the period commencing on the date hereof and ending on the later of (i) June 10, 2006 or (ii) in the event that an Ownership Rule Change shall become effective prior to June 10, 2006, the second anniversary of the date on which the Ownership Rule Change shall have become a Final Order (as hereinafter defined)."

and substituting the following in its place:

"For purposes hereof, "Option Period" shall mean the period commencing on May 30, 2003 and ending on the earlier of (i) the termination of the LMA, or (ii) the second anniversary of the date on which the Ownership Rule Change shall have become a Final Order (as hereinafter defined)."

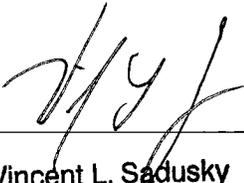
3. ***Reaffirmation of the Option Agreement.*** Except as expressly provided herein, the Option Agreement is not amended, modified or affected by this First Amendment, and the Option Agreement and the rights and obligations of the parties hereto thereunder are hereby ratified and confirmed by the parties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

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed and delivered as of the Effective Date.

LIN TELEVISION CORPORATION

By: 

Vincent L. Sadusky
President & CEO

Date: March 8, 2007

WNAC, LLC

By: _____

Date: March __, 2007

SUPER TOWERS JOINDER

By execution of this joinder, Super Towers hereby agrees to this First Amendment.

SUPER TOWERS, INC.

By: _____

Date: March __, 2007

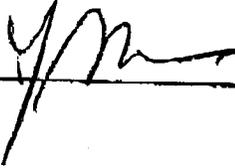
IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed and delivered as of the Effective Date.

LIN TELEVISION CORPORATION

By: _____

Date: March __, 2007

WNAC, LLC

By:  _____

Date: March 8, 2007

SUPER TOWERS JOINDER

By execution of this joinder, Super Towers hereby agrees to this First Amendment.

SUPER TOWERS, INC.

By:  _____

Date: March 8, 2007