

February 2, 2005

Lambert Broadcasting of Burlington, LLC
120 N. Crescent Drive
Suite 200
Beverly Hills, CA 90210
Attention: Mr. Michael Jones

Gentlemen:

1. Reference is hereby made to: (a) the Asset Purchase Agreement dated as of December 22, 2004 (the "Asset Purchase Agreement") among Smith Media Burlington, LLC, as Buyer ("Buyer"), and Channel 22 Television Station, Inc. (Channel 22 TV") and C-22 Licensee Subsidiary, LLC ("C-22" and, collectively, with Channel 22 TV, the "Sellers"), (b) the Assignment and Assumption Agreement dated as of the date hereof (the "Assignment and Assumption Agreement") between Buyer and Lambert Broadcasting of Burlington, LLC ("LambertCo"), (c) the Joint Sales and Shared Services Agreement dated as of the date hereof (the "JSA") by and between LambertCo and Buyer, (d) the Option Agreement for Purchase of License Assets dated as of the date hereof (the "Option Agreement") between Buyer and LambertCo and (d) the Credit Agreement, substantially in the form of Exhibit A attached hereto (the "Credit Agreement"), to be entered into by and among LambertCo, the Lenders party thereto and The Bank of New York, as Administrative Agent (the "Agent"), and BNY Capital Markets, Inc., as Sole Lead Arranger and Book Runner with respect to a term loan to LambertCo in the principal amount of approximately \$1.3 million related to the transactions contemplated by this letter agreement.

2. Subject to the execution and delivery of the JSA, the Option Agreement and the Assignment and Assumption Agreement, LambertCo will use its best efforts to cooperate with Buyer to complete LambertCo's portion of the application(s) to the FCC for the FCC Consents and, together with the other Persons who are required to join in such filings, jointly file such applications with the FCC. LambertCo will diligently take or cooperate in taking all reasonable steps that are necessary, proper or desirable to expedite the preparation and filing of such application(s) and their prosecution to Final Orders and to obtain any extension of the effectiveness of any FCC Consent which may be required in order to permit the purchase and sale of the Assets to be consummated pursuant to the Asset Purchase Agreement, the Assignment and Assumption Agreement and this letter agreement. LambertCo will provide Buyer and Sellers with a copy of any pleading, order or other document served on LambertCo relating to any such

application(s). LambertCo will not, and will use its best efforts not to cause or permit any of its officers, directors, or other Affiliates to, take any action which would reasonably be expected to materially or adversely affect the likelihood of the grant of any FCC Consent or any FCC Consent becoming a Final Order. Notwithstanding anything to the contrary contained herein, between the date hereof and the Closing Date, LambertCo shall use its best efforts to obtain the FCC Consents. Buyer shall reimburse LambertCo for all filing fees payable to the FCC in connection with obtaining such FCC Consents.

3. Subject to the execution and delivery of the JSA, the Option Agreement and the Assignment and Assumption Agreement, LambertCo agrees to cooperate with Buyer in taking all commercially reasonable actions requested by Buyer in connection with obtaining any Consents required in connection with the transfer of the License Assets (as defined in the Assignment and Assumption Agreement) to Buyer pursuant to this letter agreement, the Assignment and Assumption Agreement and the Asset Purchase Agreement; LambertCo agrees to enter into the Credit Agreement as soon as reasonably practicable after the date hereof.

4. Buyer agrees to reimburse LambertCo for its reasonable costs and out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with LambertCo's compliance with its obligations pursuant to paragraphs 2. and 3. of this letter agreement.

5. Buyer shall give LambertCo three (3) Business Days prior written notice of the Closing.

6. Upon the written request of Buyer (the "Buyer Request"), LambertCo agrees to deliver to the Agent a Borrowing Request under the Credit Agreement no later than 1:00 p.m. on the date specified by Buyer, which Borrowing Request shall specify the amount of the advance, the type of advance and, if applicable, the length of the Interest Period, all as set forth in the Buyer Request, and on the Closing Date LambertCo shall borrow the amount set forth in such Borrowing Request pursuant to the Credit Agreement and such Borrowing Request. LambertCo agrees that it shall not borrow any amounts under the Credit Agreement, other than as set forth in a Buyer Request. The amount of the advance specified in the Buyer Request shall not exceed the License Assets Purchase Price.

7. Subject to the provision of adequate funds to LambertCo pursuant to the Credit Agreement, at the Closing, subject to the direction of Buyer, LambertCo agrees to (a) execute and deliver the Loan Documents (as defined in the Credit Agreement) to which it is a party, (b) acquire from Sellers, all of Sellers' rights, title and interest in, to and under all of the License Assets (as defined in the Assignment and Assumption Agreement) and to assume and become responsible to pay, satisfy, perform and discharge as and when due, the liabilities, obligations and commitments relating to, or arising from, the operation and ownership of the License Assets (as defined in the Assignment and Assumption Agreement) after the Closing, including all liabilities, obligations and commitments under all Contracts (as defined in the Asset Purchase Agreement) included

in the License Assets (as defined in the Assignment and Assumption Agreement) that relate to the operation or ownership of the License Assets (as defined in the Assignment and Assumption Agreement) from and after the Closing, (c) pay to Sellers via wire transfer in immediately available funds as directed by Buyer an amount equal to One Million Three Hundred Thousand Dollars (\$1,300,000) (the "License Assets Purchase Price") as consideration for the License Assets (as defined in the Assignment and Assumption Agreement), and (d) execute and deliver such bill of sale and assignment and assumption agreement and such other documents or instruments as Buyer and Sellers shall reasonably request or deem necessary to carry out the purposes of this letter agreement and the Assignment and Assumption Agreement to the extent not inconsistent with this letter agreement or the Assignment and Assumption Agreement.

8. LambertCo shall, on request of Buyer, on and after the Closing, cooperate with Buyer and Sellers by furnishing additional information, executing and delivering any additional documents and/or instruments, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by this letter agreement, the Assignment and Assumption Agreement, the Asset Purchase Agreement and the Loan Documents.

9. As of the date hereof and as of the Closing, each party hereto hereby makes the following representations and warranties to the other party hereto:

(a) Such party has the legal right and requisite power and authority to make and enter into this letter agreement and to perform its obligations hereunder and to comply with the provisions hereof. The execution, delivery and performance of this letter agreement by such party has been duly authorized by all necessary action on its party. This letter agreement has been duly executed and delivered by such party and constitutes the valid and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

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

or association, the execution, delivery and performance of this letter agreement by such party does not and will not contravene the charter, bylaws or other organizational documents of such party.

(c) Subject to obtaining the necessary FCC Consents, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or any other Person (other than any of the foregoing which have been obtained and, at the date in question, are then in effect) is required under existing laws as a condition to the execution, delivery or performance of this letter agreement by such party.

10. As of the date hereof and as of the Closing, LambertCo hereby makes the following representations and warranties to Buyer:

LambertCo is legally and financially qualified and under the Communications Act and the rules, regulations and policies of the FCC to acquire the License Assets (as defined in the Assignment and Assumption Agreement) from Sellers. There is no fact or condition known to LambertCo with respect to LambertCo (and without respect to the terms and conditions of this letter agreement, the JSA, the Option Agreement, the Credit Agreement or the Assignment and Assumption Agreement) that would, under the Communications Act and the existing rules, regulations and policies of the FCC, disqualify LambertCo as owner and operator of the Station. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to LambertCo's knowledge, threatened against LambertCo affecting LambertCo's qualification to hold an FCC license or its ability to purchase and acquire the License Assets (as defined in the Assignment and Assumption Agreement) and the FCC Authorizations nor, to LambertCo's knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. LambertCo has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on LambertCo's ability to enter into this letter agreement or the Assignment and Assumption Agreement or consummate the transactions contemplated hereby or thereby.

11. Miscellaneous

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

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

(c) This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

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

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

(g) Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

(h) This letter agreement and the exhibits and attachments hereto (which are hereby incorporated by reference and made a part hereof), the JSA, the Option Agreement, the Assignment Assumption Agreement and, when executed and delivered by the parties thereto, the Credit Agreement collectively represent the entire understanding and agreement between the parties with respect to the subject matter hereof and thereof and supercede all prior agreements with respect to the subject matter hereof and thereof.

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If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this letter agreement shall become a legal and binding agreement among the parties hereto.

SMITH MEDIA BURLINGTON, LLC

By: _____

Name: _____

Title: _____

Agreed and Accepted as of the date hereof:

LAMBERT BROADCASTING OF BURLINGTON, LLC

By: 

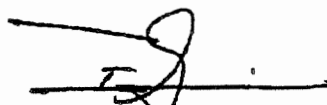
Name: MICHAEL LAMBERT

Title: Sales Manager

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If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this letter agreement shall become a legal and binding agreement among the parties hereto.

SMITH MEDIA BURLINGTON, LLC

By: 
Name: Jay Rutman
Title: VP / CFO / Treasurer

Agreed and Accepted as of the date hereof:

LAMBERT BROADCASTING OF BURLINGTON, LLC

By: _____
Name: _____
Title: _____

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