

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made as of this 8th day of January 2004, by and between **Barrington Broadcasting Company, LLC**, a Delaware limited liability company ("Barrington"), **Pilot TV Acquisition Corporation**, a Delaware corporation ("Pilot") and **LIN Television Corporation**, a Delaware corporation ("Parent"), **WEYI Television, Inc.**, a Delaware corporation ("Operator"), and **WEYI Broadcasting, LLC**, a Delaware limited liability company ("Licensee"). Parent, Operator and Licensee are collectively referred to herein as "LIN".

### W I T N E S S E T H:

WHEREAS, LIN owns and operates broadcast television station WEYI-TV and WEYI-DT, Flint/Saginaw, Michigan (the "Station"); and

WHEREAS, Pilot has agreed to buy, and LIN has agreed to sell to Pilot, substantially all the assets used in the operation of the Station pursuant to the Purchase Agreement; and

WHEREAS, Barrington has substantial experience in the management and operation of broadcast television stations; and

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, as of the Effective Date, LIN desires to retain Barrington to provide to LIN, and Barrington desires to provide to LIN, certain consulting, advisory, supervisory, engineering, financial-reporting, back-office and related services with respect to the business and operation of the Station, all such services under and subject to the ultimate control and authority of LIN, including with respect to programming, finance and personnel matters relating to the Station; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

## ARTICLE 1 - INTERPRETATION

**Section 1.1 Definitions.** Capitalized terms used herein have the respective meanings ascribed thereto in Part I of *Exhibit 1.1* and elsewhere in this Agreement.

**Section 1.2 Interpretation.** This Agreement shall be interpreted in accordance with the rules of construction set forth in Part II of *Exhibit 1.1*.

## ARTICLE 2 - TERM

**Section 2.1 Term.** The term of this Agreement (the "Term") shall commence upon the Effective Date and, unless sooner terminated as hereinafter provided, shall

terminate upon the earlier of termination of, or consummation of the Closing under, the Purchase Agreement.

### **ARTICLE 3 - MANAGEMENT SERVICES**

**Section 3.1 Engagement.** Pursuant to the terms and subject to the conditions of this Agreement, including Section 3.4 hereof, and for the Term and compensation set forth herein, LIN hereby engages Barrington as of the Effective Date, and Barrington hereby accepts such engagement as of the Effective Date, to provide the Services, as described in Section 3.2 hereof, and to advise and assist LIN with respect to certain aspects of the management and operation of the Station.

**Section 3.2 Services to be Provided by Barrington.** Pursuant to the terms and subject to the conditions of this Agreement, including Section 3.4 hereof, Barrington shall provide to LIN the following services with respect to the Station during the Term (collectively, the "Services"):

(a) Barrington shall make available to LIN expertise and advice in connection with customary technical matters relating to the maintenance and operation of the Station's broadcasting transmission facilities.

(b) Barrington shall prepare (and revise as LIN may request) an operating budget for the Station and shall present such operating budget to LIN for LIN's review, comment, revision and approval.

(c) Barrington shall (i) prepare or cause to be prepared on a monthly basis and transmit to LIN unaudited financial statements, which shall include a balance sheet and a profit and loss statement, relating to the television broadcasting operations of the Station; (ii) maintain, in accordance with generally accepted accounting principles consistently applied, such books and records relating to such unaudited financial statements; (iii) review work papers and make such inquiries as Barrington deems reasonably necessary with respect to monthly financial information provided by the Station; (iv) prepare sales pacing and flash reports for the Station; (v) provide to LIN such data concerning the financial results of operations of the Station as may be reasonably necessary in connection with LIN's preparation of its annual tax filings with applicable governmental authorities; and (vi) provide guidance and advice with respect to accounting matters to those certain employees of LIN responsible for accounting matters at the Station; *provided, however*, that the parties expressly agree that nothing contained herein shall be deemed to create an obligation on the part of Barrington to prepare or file any tax returns or other tax filings, whether federal, state or local, for or on behalf of LIN or any of its Affiliates.

(d) Barrington shall provide advice and recommendations with respect to (i) existing and potential programming licenses for the Station; (ii) pricing for advertising and other services rendered by the Station; (iii) hiring and personnel matters relating to department-head or more senior positions at the Station (including the hiring of the Station's general manager and general sales manager); and (iv) such other matters

relating to the business and operation of the Station in the ordinary course of business (the foregoing clauses, collectively, the "Advisory Services"); *provided, however*, that in all events the foregoing Advisory Services shall be advisory only and in no event shall the provision of such Advisory Services or the engagement by LIN of Barrington for the provision of such Advisory Services limit or constitute a delegation of the ultimate and control and authority of LIN with respect to the operation, programming, finance or personnel matters relating to the Station;

(e) Without limitation of the ultimate control and authority of the Licensee with respect to the personnel matters relating to the Station and the supervisory authority of Licensee, including Licensee's Station general manager, Barrington shall provide such coordinative and supervisory services as LIN may reasonably request with respect to the day-to-day operations by employees of the Station in the ordinary course of business.

(f) Barrington shall provide such assistance to LIN as LIN may reasonably request in connection with the preparation of applications, requests and presentations to obtain or maintain in effect, and manage and operate the Station in substantial compliance with, permits, licenses, franchise, authorizations, approvals, consents and variances, whether regulatory, governmental, quasi-governmental or otherwise, as may be necessary or appropriate for the maintenance and operation of the Station;

(g) Barrington shall perform such other services or particular projects relating to the management and operation of the Station consistent with the nature and scope of the foregoing and as the parties may agree upon.

**Section 3.3 Limitations on Services.** Notwithstanding anything to the contrary contained in this Agreement, Barrington shall not, without the express written consent of LIN, be authorized on behalf of LIN to:

- (a) Borrow money for any purpose; or
- (b) Sell, lease, trade, exchange or otherwise dispose of any capital assets of LIN; or
- (c) Enter into any contract on behalf of LIN or any of its Affiliates.

**Section 3.4 Compliance with Laws; Ultimate Control of Licensee.**

(a) Nothing contained in this Agreement shall be construed (i) in a manner contrary to the Communications Act or the FCC Rules or (ii) to limit the full authority, control and power of the Licensee, with respect to the business, management and operation of the Station, including with respect to matters relating to the programming, personnel and finances of the Station.

(b) Barrington agrees that neither it nor its agents, employees, consultants or personnel will accept any consideration, compensation, gift or gratuity of any kind

whatsoever, regardless of its value or form, including a commission, discount, bonus, materials, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the person or entity paying such Consideration is identified in the program for which the Consideration was provided as having paid or furnished such Consideration in accordance with the Communications Act and applicable FCC Rules.

## **ARTICLE 4 - FEES, REIMBURSEMENT AND OTHER CONSIDERATION**

### ***Section 4.1 Management Fee.***

(a) In consideration for the Services, commencing with the first full calendar month following the Effective Date and thereafter during the Term, LIN shall pay a monthly fee in an amount equal to fifty percent (50%) of the total aggregate amount of positive Broadcast Cash Flow of the Station, if any, attributable to the relevant month determined pursuant to the terms and subject to the conditions of this Agreement (the "Fee"). Neither Pilot nor Barrington shall be required to make any payments to compensate LIN for any negative Broadcast Cash Flow in any month. Barrington hereby agrees, and directs LIN, that such Fee shall be payable directly to Pilot.

(b) Except as otherwise provided below, the Fee shall be payable quarterly in arrears as follows:

(i) Within thirty (30) days after the end of each calendar month during the Term, Barrington shall deliver to LIN, with a copy to Pilot, a statement (the "BCF Statement") of the amount of Broadcast Cash Flow for such month, including reasonable detail as to how such amount was calculated. In the event that LIN shall dispute the calculation of Broadcast Cash Flow set forth in any BCF Statement, LIN shall deliver to Barrington, with a copy to Pilot, a written statement setting forth in reasonable detail the basis for such dispute, such statement to be delivered within fifteen (15) days after delivery of such BCF Statement.

(ii) Within forty five (45) days of the end of each calendar quarter during the Term, LIN shall pay the Fee with respect to the calendar quarter then-ended, except to the extent that any amounts set forth in a monthly BCF Statement are disputed by LIN, in which event LIN shall nevertheless timely pay the Fee with respect to any undisputed amounts of Broadcast Cash Flow with respect to such calendar quarter, and LIN and Barrington shall negotiate in good faith to resolve any such dispute. If no such resolution is reached within thirty (30) days after LIN gives Barrington written notice of such dispute, either party may refer the dispute to an independent certified public accounting firm as may be mutually agreed upon by the parties (the "Independent Auditor"). The Independent Auditor shall be instructed to make the final determination as to the disputed amounts of Broadcast Cash Flow in accordance with the terms and conditions hereof, and shall be instructed to make such determination within thirty (30) days after the matter is referred to it. The determination of the Independent Auditor shall be final and binding on the parties. LIN and Barrington shall bear equally the fees and

expenses of the Independent Auditor, but each party shall be responsible for its own legal and other expenses, if any.

(c) With respect to the partial calendar month during which the Effective Date shall occur, the fee payable by LIN in consideration for the Services during such partial month shall be an amount equal to fifty percent (50%) of an amount equal to the product of (i) the amount of the positive Broadcast Cash Flow of the Station attributable to the calendar month in which the Effective Date occurs multiplied by (ii) a fraction (A) the numerator of which is the number of days of such calendar month following the Effective Date and (B) the denominator of which is thirty (30).

(d) With respect to the calendar month in which the termination or expiration of this Agreement shall occur, the Fee therefor shall be an amount equal to fifty percent (50%) of an amount equal to the product of (i) the amount of the positive Broadcast Cash Flow of the Station attributable to the calendar month in which such termination or expiration of this Agreement occurs multiplied by (ii) a fraction (A) the numerator of which is the number of days of such calendar month preceding the date of such termination or expiration of this Agreement and (B) the denominator of which is thirty (30).

(e) Notwithstanding paragraph (b) above to the contrary, payment of the Fees under this Section 4.1 may be made at such other times and in such other manner as the parties may agree upon in writing, including that the total aggregate amount of all Fees due and payable hereunder are to be treated as reduction to the Purchase Price due at the Closing under the Purchase Agreement.

## **ARTICLE 5 - REPRESENTATIONS AND WARRANTIES**

**Section 5.1 Mutual Representations and Warranties.** Barrington and Pilot, jointly and severally, hereby represent and warrant to LIN, and LIN hereby represents and warrants to Barrington and Pilot, that (a) it is a corporation or limited liability company, as the case may be, duly formed, validly existing and organized in the jurisdiction of formation set forth in the preamble hereto; (b) it has all requisite power and authority to execute, deliver, and perform this Agreement, (c) all necessary company proceedings of such party have been duly taken to authorize the execution, delivery, and performance of this Agreement, and (c) this Agreement has been duly authorized, executed, and delivered by such party and it is such party's legal, valid and binding obligation of such party enforceable against it in accordance with the terms and conditions hereof.

**Section 5.2 Representations and Warranties of Licensee.** Licensee hereby represents and warrants to Barrington and Pilot that it holds the FCC authorizations required to operate the Station as currently operated and that such authorizations are in full force and effect.

**Section 5.3 Representations and Warranties of Barrington and Pilot.** Barrington and Pilot, jointly and severally, hereby further represent, warrant and

covenant to LIN that the Services shall be performed, and that Barrington shall conduct itself in all respects, in accordance with (a) applicable Law and (b) the standards of practice, quality, care, skill, prudence and diligence customary for the provider of services similar to the Services and otherwise consistent with then-prevailing standards with respect to the broadcast television industry, including good engineering practices.

## **ARTICLE 6 - TERMINATION**

**Section 6.1 Termination.** In addition to other remedies available at law or equity, this Agreement may be terminated by written notice as set forth below:

(a) By the mutual written agreement of the parties hereto;

(b) By either LIN or Barrington if the other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days (or, with respect to any breach of a payment obligation hereunder, ten (10) days) of written notice from the nonbreaching party; *provided, however*, that the party seeking to terminate the Agreement pursuant to this paragraph (b) is not then in material default or breach hereunder;

(c) By LIN if Barrington or Pilot makes a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within sixty (60) days hereof; or

(d) By any party if this Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction, including the United States Bankruptcy Court, and such order or decree has become final and no longer subject to further administrative review.

**Section 6.2 Effect of Termination.** The termination or expiration of this Agreement shall be without prejudice to the right of any party hereto to receive all performance due in favor of such party under this Agreement prior to the effective date of such termination or expiration, and any other right and remedies which such party may then or thereafter have hereunder.

## **ARTICLE 7 - INDEMNIFICATION**

**Section 7.1 Indemnification of LIN.** Barrington and Pilot, jointly and severally, agree to indemnify, defend, reimburse, and hold harmless LIN and all of its Affiliates, and all of LIN's and its Affiliates' members, managers, directors, officers, employees, agents, consultants and representatives (each, a "LIN Indemnified Party") for, from, and against all demands, claims, actions or causes of action (whether under an indemnity or otherwise), assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, and attorneys' fees, disbursements and expenses (collectively, "Damages") asserted against, imposed on, or incurred by any such LIN

Indemnified Party, directly or indirectly, arising, in whole or in part, out of or in connection with (a) any breach of any representation, warranty or covenant of Barrington or Pilot, whether express or implied, under this Agreement or (b) the gross negligence or willful misconduct of Barrington in connection with the performance of the Services.

**Section 7.2 Indemnification of Barrington.** LIN hereby agrees to indemnify, defend, reimburse, and hold harmless Barrington and its Affiliates, and all of Barrington's and its Affiliates' members, partners, shareholders, directors, managers, officers, employees, agents, consultants and representatives (each, a "Barrington Indemnified Party") from and against any and all Damages asserted against, imposed on, or incurred by a Barrington Indemnified Party, directly or indirectly, arising in whole or in part out of or in connection with the conduct and operation of the business of LIN or the Station, including Barrington's performance of the Services, except to the extent such Damages arise out of, or relate to, whether in whole or in part, (a) the willful misconduct or gross negligence of Barrington or Pilot, or (b) any breach of any representation, warranty or covenant, whether express or implied, of Barrington or Pilot under this Agreement.

**Section 7.3 Other Rights and Remedies Not Affected.** The indemnification rights of the parties under this Article 7 are independent of, and in addition to, such rights and remedies as the parties may have at law or in equity or otherwise for any intentional or knowing misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any party hereto, including the right to seek specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished thereby.

**Section 7.4 Survival and Successors and Assigns.** The indemnification obligations of each party pursuant to Article 7 hereof shall survive termination or expiration of this Agreement and shall continue for a period of eighteen (18) months after the effective date of termination or expiration of this Agreement as to the parties and to claims of third parties. The indemnification rights and obligations under this Article 7 shall inure to the benefit of the successors, assigns, heirs, and administrators of any indemnified party hereunder.

## **ARTICLE 8 - GENERAL PROVISIONS**

**Section 8.1 Independent Contractors.** The parties expressly agree that each shall function pursuant to this Agreement, including in connection with the provision of the Services, as independent contractors and no provision of this Agreement shall be construed as creating between the parties hereto any relationship of partners, joint venturers, or principal and agent.

**Section 8.2 Use of Agents.** Barrington shall not have the right to designate agents or otherwise subcontract with any third party to perform its obligations under this Agreement; *provided, however*, that it shall have the right to engage such accountants, legal counsel, consultants and other advisors that are incidental to the performance by Barrington of the Services, with all costs and expenses for or relating to the foregoing engagements to be assumed by Barrington.

**Section 8.3 Other Interests.** Barrington and its Affiliates may engage in or possess an interest in other business ventures of any nature or description, independently or with others, whether currently existing or hereafter created, including the ownership or operation of television stations and other media entities.

**Section 8.4 Confidentiality.** During the Term and for a period of eighteen (18) months after the expiration or termination thereof, Barrington agrees that it will not, without the prior written consent of LIN, disclose to any Person, or otherwise use other than for the performance of the Services hereunder, any confidential or other proprietary information of LIN provided to, or otherwise made available to Barrington in the course of the performance of the Services hereunder; *provided, however*, that in the event that the foregoing shall conflict with the confidentiality provisions of the Purchase Agreement, and in connection with any confidential information delivered or obtained in connection with the transactions contemplated by the Purchase Agreement, the terms and conditions of such Purchase Agreement shall control.

**Section 8.5 Notices.** Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes if sent by certified or registered mail, return receipt requested and postage prepaid, hand delivery or overnight delivery service:

If to Barrington, at:

Barrington Broadcasting Company, LLC  
2500 West Higgins Road  
Suite 880  
Hoffman Estates, Illinois 60195  
Attention: K. James Yager

With copies to:

Pilot TV Acquisition Corporation  
625 Madison Ave., Third Floor  
New York, NY 10022  
Attention: Paul McNicol, Esq.

Paul, Hastings, Janofsky & Walker, LLP  
1299 Pennsylvania Avenue, NW  
Tenth Floor  
Washington, DC 20004  
Attention: Bruce D. Ryan, Esq.



If to LIN, at:

LIN Television Corporation  
Four Richmond Square  
Suite 200  
Providence, Rhode Island 02906  
Attention: Denise M. Parent, Esq.

With a copy to:

Covington & Burling  
1201 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Attention: Eric Dodson Greenberg, Esq.

If to Pilot, at

Pilot TV Acquisition Corporation  
625 Madison Avenue, Third Floor  
New York, NY 10022  
Attention: Paul McNicol, Esq.

With a copy to:

Paul, Hastings, Janofsky & Walker, LLP  
1299 Pennsylvania Avenue, NW  
Tenth Floor  
Washington, DC 20004  
Attention: Bruce D. Ryan, Esq.

or at such other address as any party may specify by notice given to the other party in accordance with this Section 8.5. The date of the giving of any notice sent by mail shall be three business days following the date of the posting of the mail, if delivered in person, the date delivered in person, or the next business day following delivery to an overnight delivery service.

**Section 8.6 Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New York applicable to contracts to be performed entirely within that State.

**Section 8.7 Assignments.** This Agreement and the rights and obligations hereunder shall not be assignable or transferable by either party hereto (including in connection with a merger, consolidation, sale of substantially all of the assets of such party or otherwise by operation of law) without the prior written consent of the other party hereto. Any attempted assignment in violation of this Section 8.7 shall be null and void.

**Section 8.8 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided,

however, that no party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties hereto.

**Section 8.9 Amendment.** This Agreement may be modified, supplemented or amended only by a written instrument executed by the parties hereto.

**Section 8.10 Waiver.** No waiver of any provision, condition or covenant of this Agreement shall be effective as against the waiving party unless such waiver is in a writing signed by the waiving party. Waiver by a party as provided in this Section 8.11 shall not be construed as or constitute either a continuing waiver of such provision, condition or covenant or a waiver of any other provision, condition or covenant hereof. The failure of any party at any time to require performance by the other party of any provision, condition or covenant of this Agreement shall in no way affect its right thereafter to enforce the provision, condition or covenant or any other provision, condition or covenant.

**Section 8.11 Severability.** If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the invalidity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain among the parties hereto to the maximum extent possible, consistent with law and public policy.

**Section 8.12 Entire Agreement.** This Agreement, together with the Purchase Agreement, constitutes the entire agreement of the parties (and supersedes any prior understanding of the parties) with respect to the subject matter hereof.

**Section 8.13 Counterparts.** This Agreement may be executed in one or more counterparts each of which when taken together shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

*[Remainder of page intentionally blank; signature page follows.]*

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

LIN TELEVISION CORPORATION

BARRINGTON BROADCASTING COMPANY, LLC

By: Deborah R. Jacobson  
Name: Deborah R. Jacobson  
Title: VP Corporate Development  
& Treasurer

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

WEYI TELEVISION, INC.

PILOT TV ACQUISITION CORPORATION

By: Deborah R. Jacobson  
Name: Deborah R. Jacobson  
Title: VP Corporate Development  
& Treasurer

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

WEYI BROADCASTING, LLC

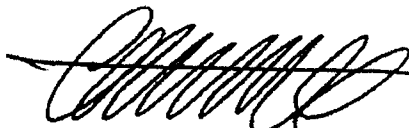
By: Deborah R. Jacobson  
Name: Deborah R. Jacobson  
Title: VP Corporate Development  
& Treasurer

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

LIN TELEVISION CORPORATION

BARRINGTON BROADCASTING COMPANY, LLC

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

By:   
Name: Christopher H Cornelius  
Title: President/COO

WEYI TELEVISION, INC.

PILOT TV ACQUISITION CORPORATION

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

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

WEYI BROADCASTING, LLC

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

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

LIN TELEVISION CORPORATION

BARRINGTON BROADCASTING COMPANY, LLC

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

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

WEYI TELEVISION, INC.

PILOT TV ACQUISITION CORPORATION

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

By: Paul M. McNeal  
Name: PAUL M. MCNEAL  
Title: Senior Vice President

WEYI BROADCASTING, LLC

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

## **EXHIBIT 1.1—CERTAIN DEFINED TERMS; CERTAIN INTERPRETATIONS**

**I. Certain Defined Terms.** The capitalized terms contained and used in this Agreement which are defined below shall have the respective meanings ascribed to them as follows:

**Advisory Services** has the meaning set forth in Section 3.2(e) hereof.

**Affiliate** means, with respect to any Person, any other Person which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the specified Person.

**Agreement** has the meaning set forth in the preamble hereto.

**Barrington** has the meaning set forth in the preamble hereto.

**Barrington Indemnified Party** has the meaning set forth in Section 7.2 hereof.

**BCF Statement** has the meaning set forth in Section 4.1(b) hereof.

**Broadcast Cash Flow** means, with respect to a period, the total aggregate amount equal to operating income (loss) before interest, depreciation, taxes, amortization of programming and other intangibles (*less* any cash payments for programming), and corporate and general administrative expenses applicable to such period.

**Closing** means and consummation of the transactions contemplated by the Purchase Agreement.

**Communications Act** means the Communications Act of 1934, as amended.

**Consideration** has the meaning set forth in Section 3.4 hereof.

**Control** (including its various tenses and derivatives, such as “**Controlled**”) means (a) having control, whether direct or indirect, within the meaning of the Communications Act and the FCC Rules, of a Person that is a licensee under the Communications or (b) otherwise having the power to direct the affairs of a Person by reason of either (i) owning or controlling the right to vote a sufficient number of shares of voting stock or other voting interest of such Person or (ii) having the right to direct the general management of the affairs of such Person by contract or otherwise.

**Damages** has the meaning set forth in Section 7.1 hereof.

**Effective Date** means the date on which the application requesting the consent of the FCC to the assignment of the FCC license for the Station to Pilot as contemplated by the Purchase Agreement is filed with the FCC.

**FCC** means the United States Federal Communications Commission.

**FCC Rules** means applicable rules, regulations and policies of the FCC.

**Fee** has the meaning set forth in Section 4.1(a) hereof.

**Independent Auditor** has the meaning set forth in Section 4.1(b) hereof.

**Law** means any federal, state, local or foreign constitution, treaty, law, statute, ordinance, rule, regulation, interpretation, directive, policy, order, writ, decree, injunction, judgment, stay or restraining order, provisions and conditions of permits, licenses, registrations and other operating authorizations, any ruling or decision of, agreement with or by, or any other requirement of, any governmental authority, including the Communications Act and the FCC Rules.

**LIN** has the meaning set forth in the preamble hereto.

**Licensee** has the meaning set forth in the preamble hereto.

**Parent Indemnified Party** has the meaning set forth in Section 7.1 hereof.

**Purchase Agreement** means that certain Asset Purchase Agreement, by and between LIN, TVL Broadcasting, Inc. and Pilot TV Acquisition Corporation, dated as of the date of this Agreement.

**Person** means an individual, corporation, association, partnership, joint venture, trust, estate, limited liability company, limited liability partnership or other entity or organization.

**Services** has the meaning set forth in Section 3.2 hereof.

**Station** has the meaning set forth in the recitals hereto.

**Term** has the meaning set forth in Section 2.1 hereof.

## **II. Descriptive Headings; Certain Interpretations.**

(a) Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(b) Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) “or” and “any” are not exclusive and the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation”; (iii) a reference to any Contract includes permitted supplements and amendments; (iv) a reference to a Law includes any amendment or modification to such Law; (v) a reference to a Person includes its successors, heirs and permitted assigns; (vi) a reference to one gender shall include any other gender; and

(vii) a reference in this Agreement to an Article, Section, Exhibit or Schedule is to the referenced Article, Section, Exhibit or Schedule of this Agreement.

(c) The parties hereto agree that they have been represented by counsel during the negotiation, drafting, preparation and execution of this Agreement and, therefore, waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(d) Capitalized terms not otherwise defined herein shall have the meaning provided therefor in the Purchase Agreement.