

PROGRAMMING SERVICES AGREEMENT

November 5, 1996

WTTE, Channel 28, Inc. ("Programmer") and Columbus (WTTE-TV) Licensee, Inc. ("Owner"), which is the proposed licensee and operator of television station WTTE(TV), Columbus, Ohio ("Station"), hereby agree as follows:

1. In order that Station may better serve the public interest, convenience, and necessity, Programmer shall provide to Owner programming to be broadcast by Station. Programmer shall provide such programming daily for the period from 12:00 a.m. to 11:59 p.m. ("Sold Time Period"). Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of Station without interruption, deletion, or addition of any kind.

2. In consideration of the furnishing by Programmer of said programming, Owner agrees that Programmer may sell, or engage a third party to sell, commercial time on Station during the Sold Time Period for Programmer's account.

3. In consideration for Owner's broadcasting of the programming provided by Programmer pursuant to this Agreement, ~~Programmer agrees to pay Owner, during each calendar month of the~~ term of this Agreement, the amount set forth in Attachment A

hereto ("Monthly Payment"), payable on the last day of each calendar month; provided, however, that the Monthly Payment shall be prorated on a daily basis for each partial calendar month, if any, and shall be paid on the last day of such partial month, whether or not such day coincides with the last day of a calendar month. In further consideration of the transactions contemplated under this Agreement, including, but not limited to, the options described in Paragraph 5 hereof, Programmer shall pay to Owner simultaneously with the execution of this Agreement the sum of One Hundred Dollars (\$100.00) ("Initial Payment").

4. Owner and Programmer shall use their best efforts in the performance and fulfillment of the terms and conditions of this Agreement in effectuating the intent of such parties as expressed under this Agreement. From time to time, without further consideration, Owner and Programmer shall execute and deliver such other documents and take such other actions as either party hereto reasonably may request to effectuate such intent.

5. The term of this Agreement shall commence on the date on which Owner consummates its acquisition of the Station's license. Such commencement date shall be deemed the effective date of this Agreement, it being understood and agreed by the parties hereto that, except for the Initial Payment, Programmer

shall have no obligation to make any payments under this Agreement until such effective date has occurred. The initial term of this Agreement shall end five (5) years immediately after the effective date of this Agreement. Programmer shall have the option of extending said initial term for an additional term ("Renewal Term") ending five (5) years immediately after the end of said initial term. In the event that Programmer wishes to exercise said Option, Programmer shall give to Owner written notice of the exercise of said option at least six (6) months prior to the end of said initial term.

6. Owner shall oversee and shall take ultimate responsibility with respect to the provision of equal opportunities, compliance with lowest unit charge requirements, reasonable access to political candidates, and compliance with all other applicable political broadcast rules of the Federal Communications Commission ("FCC"). Programmer shall cooperate with Owner as Owner complies with the political broadcast rules of the FCC. Programmer shall supply such information promptly to Owner as may be necessary to comply with the lowest unit charge and other applicable political broadcast requirements of federal law. To the extent that Owner believes necessary, Programmer shall release advertising availabilities to Owner to permit Owner to comply with the political broadcast rules of the FCC,

including, but not limited to, Sections 312 and 315 of the Communications Act of 1934, as amended ("Act").

7. To the extent prohibited by the rules of the Federal Trade Commission, no advertising of credit terms shall be made over broadcast material supplied hereunder by Programmer beyond mention of the fact that credit terms are available.

8. Notwithstanding any contrary provision contained in this Agreement, and consistent with Owner's obligations pursuant to the Act, Owner shall have the right to delete any material contained in any programming or commercial matter furnished for broadcast over Station that Owner determines is unsuitable for broadcast or the broadcast of which Owner believes would be contrary to the public interest. Owner shall have the right to broadcast Owner's own programming in place of such deleted material. It is the intent of the parties hereto that the transactions contemplated hereunder comply in all respects with the Act and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall be declared void, illegal, or invalid by any governmental authority with jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect without such offending provision so long as such remainder substantially reflects the original agreement of the parties hereunder. Furthermore, in such event,

the parties shall use their best efforts to reach agreement promptly on lawful substitute provisions in place of said offending provision so as to effectuate more closely their intent as expressed hereunder. If any governmental authority grants to any other entity or individual rights which are not contained in this agreement, then the parties shall use their best efforts to amend this agreement to provide the parties hereto such lawful provisions which comport with any rules, regulations and policies adopted after the date of this agreement.

9. In order to enable Owner to fulfill its obligations under Section 317 of the Act, Programmer, in compliance with Section 507 of the Act, will, in advance of any scheduled broadcast by Station, disclose to Owner any information of which Programmer has knowledge or which has been disclosed to Programmer as to any money, service, or other valuable consideration that any person has paid or accepted, or has agreed to pay or to accept, for the inclusion of any matter as a part of the programming or commercial matter to be supplied to Owner pursuant to this Agreement. Programmer will cooperate with Owner as necessary to ensure compliance with this provision. Commercial matter with obvious sponsorship identifications shall not require disclosure in addition to that contained in the commercial copy.

10. Programmer represents and warrants that the performing rights to all music contained in broadcast material supplied hereunder by Programmer are licensed by BMI, ASCAP, or SESAC are in the public domain, are controlled by Programmer, or are cleared at the source by Programmer. Programmer agrees to indemnify and to hold Owner, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, incurred by Owner or such persons by reason of the breach of the foregoing representation and warranty by Programmer and for all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, arising from the broadcast of any programming or other matter provided to Owner by Programmer pursuant to this Agreement by reason of copyright or proprietary right infringement, libel, slander, defamation, or invasion of privacy. Owner agrees to indemnify and to hold Programmer, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, with respect to copyright or proprietary right infringement, libel, slander, defamation, or invasion of privacy incurred by Programmer or such persons arising from any programming or other matter broadcast by Station

other than programming or other matter provided to Owner by Programmer pursuant to this Agreement.

11. All programming delivered hereunder to Owner by Programmer shall be broadcast on Station by Owner, except as otherwise provided in this Agreement and except for such periods of time as Station shall broadcast special programming to cover matters of national or local importance.

12. Except as provided in Paragraph 16 below, neither Programmer nor Owner shall incur any liability to any party to this Agreement because of Programmer's failure to deliver, or Owner's failure to broadcast, any or all programming or commercial matter provided to Owner pursuant to this Agreement because of:

- (a) failure of facilities;
- (b) labor disputes; or
- (c) causes beyond the reasonable control of the party so failing to broadcast or to deliver.

13. In the event that Owner at any time intends to file an application with the FCC to change the transmitter location, antenna height, or power or to change the frequency or hours of operation of Station, Owner agrees to give ten (10) days prior written notice of such proposed filing to Programmer. If, in Programmer's reasonable opinion, after such change is effected,

Station is of less value to Programmer hereunder than Station is as of the effective date of this Agreement due solely to this change, or if for any reason during any month ten percent (10%) of the material for broadcast or of the commercials provided hereunder by Programmer are not broadcast on Station as and when specified by Programmer, Programmer will have the right to terminate this Agreement effective upon thirty (30) days prior written notice to Owner. Furthermore, Programmer shall have the right to terminate this Agreement for any reason whatsoever, effective upon six (6) months prior written notice to Owner.

14. Owner agrees not to authorize, cause, permit, or enable anything to be done whereby any programming that Programmer supplies to Owner pursuant to this Agreement may be used for any purpose other than broadcasting by Station in the community to which Station is licensed.

15. Neither party hereto shall assign its rights or obligations under this Agreement to a third party without the express written consent of the other party, which consent shall not be unreasonably withheld, except that Programmer may assign its rights and obligations hereunder without the consent of Owner, with ten (10) days prior written notice to Owner, to any affiliated entity or person affiliated with Sinclair Broadcast Group, Inc. Owner shall give at least thirty (30) days written

notice ("Proposed Sale Notice") to Programmer prior to Owner entering into any agreement for the sale or assignment of Station to any third party ("Assignee"). Within the sixty (60) day period immediately following the Proposed Sale Notice, Programmer shall inform Owner in writing whether Programmer proposes to terminate this Agreement upon such sale or assignment. If Programmer so elects, this Agreement shall terminate upon consummation ("Closing") of such sale or assignment. This Agreement shall be binding on the parties' respective heirs and assigns.

16. If for any reason material for broadcast provided hereunder by Programmer is not broadcast on Station as and when specified by Programmer, and Programmer is not in material breach hereunder, the Monthly Payment due for the month for which such material is not so broadcast shall be reduced by an amount equal to such Monthly Payment times the number of minutes of such material not so broadcast that month divided by the total number of minutes that month during the Sold Time Period. Furthermore, in the event of a material breach hereunder by Owner and the continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Programmer shall have given to Owner written notice of such breach, Programmer, so long as Programmer is not in material breach

hereunder, may in Programmer's discretion terminate this Agreement by giving written notice of termination to Owner, whereupon Owner shall pay to Programmer, within sixty (60) days of such termination, the sum of THREE MILLION DOLLARS (\$3,000,000.00) as a termination fee.

17. In the event of a material breach hereunder by Programmer and the continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Owner shall have given to Programmer written notice of such breach, Owner, so long as Owner is not in material breach hereunder, may in Owner's discretion terminate this Agreement by given written notice of termination to Programmer, whereupon Programmer shall pay to Owner, within sixty (60) days of such termination, the sum of THREE MILLION DOLLARS (\$3,000,000.00) as a termination fee.

18. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, broadcasting commitments, or any other understandings between Programmer and Owner with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change,

modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

19. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

20. All notices required under this Agreement shall be in writing and shall be deemed given to an addressee when mailed if mailed by prepaid, certified, first class United States mail to the address for notice of such addressee set forth below:

If to Programmer:

WTTE, Channel 28, Inc.
2000 West 41st Street
Baltimore, MD 21211
Attn.: David D. Smith

If to Owner:

Columbus (WTTE-TV) Licensee, Inc.
500 Seco Road
Monroeville, PA 15146
Attn: Edwin L. Edwards, Sr.

Either party hereto may specify for itself a different address for the giving of notice hereunder by giving ten (10) days prior

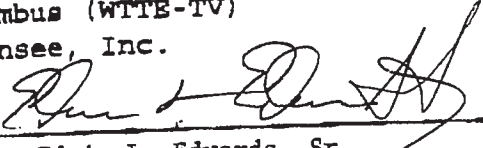
written notice to the other party of such address change pursuant to this Paragraph.

21. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its choice of law rules.

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

OWNER:

Columbus (WTTE-TV)
Licensee, Inc.

By: 
Name: Edwin L. Edwards, Sr.
Title: President

PROGRAMMER:

WTTE, Channel 28, Inc.

By: _____
Name: _____
Title: _____

written notice to the other party of such address change pursuant to this paragraph.

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

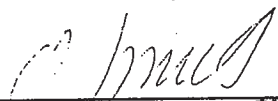
OWNER:

Columbus (WTTE-TV)
Licensee, Inc.

By: _____
Name: _____
Title: _____

PROGRAMMER:

WTTE, Channel 28, Inc.

By: 
Name: DAVID D. SMITH
Title: PRESIDENT

Amendment to
Programming Services Agreement

Sinclair Media II, Inc. (formerly known as WTTE Channel 28, Inc.) ("Programmer"), and Columbus (WTTE-TV) Licensee, Inc. ("Owner") hereby amend the Programming Services Agreement, dated November 5, 1996, to substitute the following paragraph 1, effective April 3, 1999.

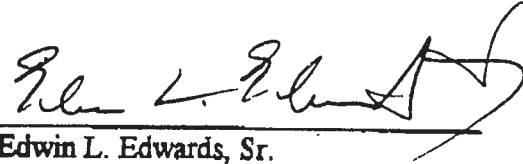
1. During the term of this Agreement, Owner shall make available to Programmer broadcast time on the Station as set forth in this Agreement. Programmer shall deliver such programming, at its expense, to the Station's transmitter. Subject to the provisions of this Agreement, Programmer shall provide such programming of Programmer's selection, including commercial matter, news, public service announcements and other suitable programming, to the Station for at least one hundred sixty-six (166) hours per week. Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of the Station without interruption, deletion, or addition of any kind. Owner will use such time as it may require, which is not expected to exceed two (2) hours per week, for the broadcast of its own regularly-scheduled programming on the Station to satisfy Owner's obligation to provide programming responsive to the community's needs and interests. Owner is reserving the time period specified on Attachment B.

This Amendment may be signed in counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

-2-

OWNER:

Columbus (WTTE-TV) Licensee, Inc.

By: 
Name: Edwin L. Edwards, Sr.
Title: President

PROGRAMMER:


Sinclair Media II, Inc.

By: _____
Name: _____
Title: _____

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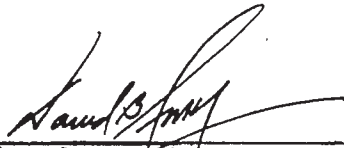
OWNER:

Columbus (WTTE-TV) Licensee, Inc.

By: 
Name: Edward L. Edwards, Sr.
Title: President

PROGRAMMER:

Sinclair Media II, Inc.

By: 
Name: DAVID B. GRAY
Title: SECRETARY

ATTACHMENT B

Owner reserves two hours each broadcast week between 7:00 a.m. Saturday and 1:00 a.m. Monday for the broadcast of its own programming. Owner shall coordinate the specific broadcast time with Programmer.

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Amendment to
Programming Services Agreement

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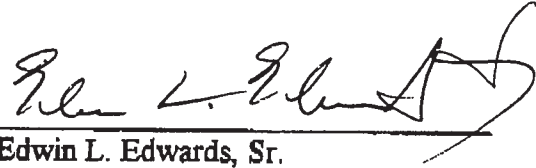
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This Amendment may be signed in counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

-2-

OWNER:

Columbus (WTTE-TV) Licensee, Inc.

By: 

Name: Edwin L. Edwards, Sr.

Title: President


PROGRAMMER:

Sinclair Media II, Inc.

By: _____
Name: _____
Title: _____


OWNER:

Columbus (WTTE-TV) Licensee, Inc.

By: 
Name: Edward L. Edwards, Sr.
Title: President

PROGRAMMER:

Sinclair Media II, Inc.

By: 
Name: DAVID B. AMY
Title: SECRETARY

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ATTACHMENT B

Owner reserves two hours each broadcast week between 7:00 a.m. Saturday and 1:00 a.m. Monday for the broadcast of its own programming. Owner shall coordinate the specific broadcast time with Programmer.

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A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

**Amendment to
Programming Services Agreement**


Sinclair Media II, Inc. (formerly known as WTTE Channel 28, Inc.) ("Programmer"), and Columbus (WTTE-TV) Licensee, Inc. ("Owner") hereby amend the Programming Services Agreement, dated November 5, 1996, to substitute the following paragraph 1, effective February 1, 1999.

1. During the term of this Agreement, Owner shall make available to Programmer broadcast time on the Station as set forth in this Agreement. Programmer shall deliver such programming, at its expense, to the Station's transmitter. Subject to the provisions of this Agreement, Programmer shall provide such programming of Programmer's selection, including commercial matter, news, public service announcements and other suitable programming, to the Station for at least one hundred sixty-six (166) hours per week. Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of the Station without interruption, deletion, or addition of any kind. Owner will use such time as it may require, which is not expected to exceed two (2) hours per week, for the broadcast of its own regularly-scheduled programming on the Station to satisfy Owner's obligation to provide programming responsive to the community's needs and interests. Owner is reserving the time period specified on Attachment B.

This Amendment may be signed in counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

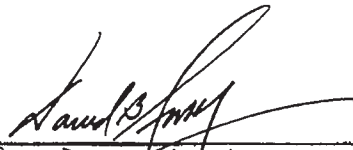
OWNER:

Columbus (WTTE-TV) Licensee, Inc.

By: 
Name: Edward L. Edwards, Sr.
Title: President

PROGRAMMER:

Sinclair Media II, Inc.

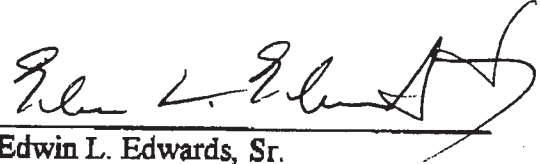
By: 
Name: DAVID B. ARMY
Title: SECRETARY

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-2-

OWNER:

Columbus (WTTE-TV) Licensee, Inc.

By: 
Name: Edwin L. Edwards, Sr.
Title: President

PROGRAMMER:

Sinclair Media II, Inc.

By: _____
Name: _____
Title: _____

ATTACHMENT B

Owner reserves two hours each broadcast week between 7:00 a.m. Saturday and 1:00 a.m. Monday for the broadcast of its own programming. Owner shall coordinate the specific broadcast time with Programmer.

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Amendment to
Programming Services Agreement

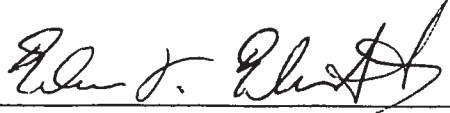
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1. During the term of this Agreement, Owner shall make available to Programmer broadcast time on the Station as set forth in this Agreement. Programmer shall deliver such programming, at its expense, to the Station's transmitter. Subject to the provisions of this Agreement, Programmer shall provide such programming of Programmer's selection, including commercial matter, news, public service announcements and other suitable programming, to the Station for at least one hundred sixty-six (166) hours per week. Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of the Station without interruption, deletion, or addition of any kind. Owner will use such time as it may require, which is not expected to exceed two (2) hours per week, for the broadcast of its own regularly-scheduled programming on the Station to satisfy Owner's obligation to provide programming responsive to the community's needs and interests. Owner is reserving the time period specified on Attachment B.

This Amendment may be signed in counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

OWNER:

Columbus (WTTE-TV) Licensee, Inc.

By: 
Name: Edward L. Edwards, Sr.
Title: President

PROGRAMMER:

Sinclair Media II, Inc.

By: _____
Name: _____
Title: _____

ATTACHMENT B

Owner reserves two hours between 6:00 a.m. Sunday and 1:00 a.m. Monday for the broadcast of its own programming. Owner shall coordinate the specific broadcast time with Programmer.

PROGRAMMING SERVICES AGREEMENT

November 5, 1996

WTTE, Channel 28, Inc. ("Programmer") and Columbus (WTTE-TV) Licensee, Inc. ("Owner"), which is the proposed licensee and operator of television station WTTE(TV), Columbus, Ohio ("Station"), hereby agree as follows:

1. In order that Station may better serve the public interest, convenience, and necessity, Programmer shall provide to Owner programming to be broadcast by Station. Programmer shall provide such programming daily for the period from 12:00 a.m. to 11:59 p.m. ("Sold Time Period"). Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of Station without interruption, deletion, or addition of any kind.

2. In consideration of the furnishing by Programmer of said programming, Owner agrees that Programmer may sell, or engage a third party to sell, commercial time on Station during the Sold Time Period for Programmer's account.

3. In consideration for Owner's broadcasting of the programming provided by Programmer pursuant to this Agreement, Programmer agrees to pay Owner, during each calendar month of the term of this Agreement, the amount set forth in Attachment A

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hereto ("Monthly Payment"), payable on the last day of each calendar month; provided, however, that the Monthly Payment shall be prorated on a daily basis for each partial calendar month, if any, and shall be paid on the last day of such partial month, whether or not such day coincides with the last day of a calendar month. In further consideration of the transactions contemplated under this Agreement, including, but not limited to, the options described in Paragraph 5 hereof, Programmer shall pay to Owner simultaneously with the execution of this Agreement the sum of One Hundred Dollars (\$100.00) ("Initial Payment").

4. Owner and Programmer shall use their best efforts in the performance and fulfillment of the terms and conditions of this Agreement in effectuating the intent of such parties as expressed under this Agreement. From time to time, without further consideration, Owner and Programmer shall execute and deliver such other documents and take such other actions as either party hereto reasonably may request to effectuate such intent.

5. The term of this Agreement shall commence on the date on which Owner consummates its acquisition of the Station's license. Such commencement date shall be deemed the effective date of this Agreement, it being understood and agreed by the parties hereto that, except for the Initial Payment, Programmer

-3-

shall have no obligation to make any payments under this Agreement until such effective date has occurred. The initial term of this Agreement shall end five (5) years immediately after the effective date of this Agreement. Programmer shall have the option of extending said initial term for an additional term ("Renewal Term") ending five (5) years immediately after the end of said initial term. In the event that Programmer wishes to exercise said Option, Programmer shall give to Owner written notice of the exercise of said option at least six (6) months prior to the end of said initial term.

6. Owner shall oversee and shall take ultimate responsibility with respect to the provision of equal opportunities, compliance with lowest unit charge requirements, reasonable access to political candidates, and compliance with all other applicable political broadcast rules of the Federal Communications Commission ("FCC"). Programmer shall cooperate with Owner as Owner complies with the political broadcast rules of the FCC. Programmer shall supply such information promptly to Owner as may be necessary to comply with the lowest unit charge and other applicable political broadcast requirements of federal law. To the extent that Owner believes necessary, Programmer shall release advertising availabilities to Owner to permit Owner to comply with the political broadcast rules of the FCC.

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including, but not limited to, Sections 312 and 315 of the Communications Act of 1934, as amended ("Act").

7. To the extent prohibited by the rules of the Federal Trade Commission, no advertising of credit terms shall be made over broadcast material supplied hereunder by Programmer beyond mention of the fact that credit terms are available.

8. Notwithstanding any contrary provision contained in this Agreement, and consistent with Owner's obligations pursuant to the Act, Owner shall have the right to delete any material contained in any programming or commercial matter furnished for broadcast over Station that Owner determines is unsuitable for broadcast or the broadcast of which Owner believes would be contrary to the public interest. Owner shall have the right to broadcast Owner's own programming in place of such deleted material. It is the intent of the parties hereto that the transactions contemplated hereunder comply in all respects with the Act and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall be declared void, illegal, or invalid by any governmental authority with jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect without such offending provision so long as such remainder substantially reflects the original agreement of the parties hereunder. Furthermore, in such event,

-5-

the parties shall use their best efforts to reach agreement promptly on lawful substitute provisions in place of said offending provision so as to effectuate more closely their intent as expressed hereunder. If any governmental authority grants to any other entity or individual rights which are not contained in this agreement, then the parties shall use their best efforts to amend this agreement to provide the parties hereto such lawful provisions which comport with any rules, regulations and policies adopted after the date of this agreement.

9. In order to enable Owner to fulfill its obligations under Section 317 of the Act, Programmer, in compliance with Section 507 of the Act, will, in advance of any scheduled broadcast by Station, disclose to Owner any information of which Programmer has knowledge or which has been disclosed to Programmer as to any money, service, or other valuable consideration that any person has paid or accepted, or has agreed to pay or to accept, for the inclusion of any matter as a part of the programming or commercial matter to be supplied to Owner pursuant to this Agreement. Programmer will cooperate with Owner as necessary to ensure compliance with this provision. Commercial matter with obvious sponsorship identifications shall not require disclosure in addition to that contained in the commercial copy.

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10. Programmer represents and warrants that the performing rights to all music contained in broadcast material supplied hereunder by Programmer are licensed by BMI, ASCAP, or SESAC are in the public domain, are controlled by Programmer, or are cleared at the source by Programmer. Programmer agrees to indemnify and to hold Owner, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, incurred by Owner or such persons by reason of the breach of the foregoing representation and warranty by Programmer and for all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, arising from the broadcast of any programming or other matter provided to Owner by Programmer pursuant to this Agreement by reason of copyright or proprietary right infringement, libel, slander, defamation, or invasion of privacy. Owner agrees to indemnify and to hold Programmer, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, with respect to copyright or proprietary right infringement, libel, slander, defamation, or invasion of privacy incurred by Programmer or such persons arising from any programming or other matter broadcast by Station

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other than programming or other matter provided to Owner by Programmer pursuant to this Agreement.

11. All programming delivered hereunder to Owner by Programmer shall be broadcast on Station by Owner, except as otherwise provided in this Agreement and except for such periods of time as Station shall broadcast special programming to cover matters of national or local importance.

12. Except as provided in Paragraph 16 below, neither Programmer nor Owner shall incur any liability to any party to this Agreement because of Programmer's failure to deliver, or Owner's failure to broadcast, any or all programming or commercial matter provided to Owner pursuant to this Agreement because of:

- (a) failure of facilities;
- (b) labor disputes; or
- (c) causes beyond the reasonable control of the party so failing to broadcast or to deliver.

13. In the event that Owner at any time intends to file an application with the FCC to change the transmitter location, antenna height, or power or to change the frequency or hours of operation of Station, Owner agrees to give ten (10) days prior written notice of such proposed filing to Programmer. If, in Programmer's reasonable opinion, after such change is effected,

- 8 -

Station is of less value to Programmer hereunder than Station is as of the effective date of this Agreement due solely to this change, or if for any reason during any month ten percent (10%) of the material for broadcast or of the commercials provided hereunder by Programmer are not broadcast on Station as and when specified by Programmer, Programmer will have the right to terminate this Agreement effective upon thirty (30) days prior written notice to Owner. Furthermore, Programmer shall have the right to terminate this Agreement for any reason whatsoever effective upon six (6) months prior written notice to Owner.

14. Owner agrees not to authorize, cause, permit, or enable anything to be done whereby any programming that Programmer supplies to Owner pursuant to this Agreement may be used for any purpose other than broadcasting by Station in the community to which Station is licensed.

15. Neither party hereto shall assign its rights or obligations under this Agreement to a third party without the express written consent of the other party, which consent shall not be unreasonably withheld, except that Programmer may assign its rights and obligations hereunder without the consent of Owner, with ten (10) days prior written notice to Owner, to any ~~affiliated entity or person affiliated with Sinclair Broadcast~~
Group, Inc. Owner shall give at least thirty (30) days written

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notice ("Proposed Sale Notice") to Programmer prior to Owner entering into any agreement for the sale or assignment of Station to any third party ("Assignee"). Within the sixty (60) day period immediately following the Proposed Sale Notice, Programmer shall inform Owner in writing whether Programmer proposes to terminate this Agreement upon such sale or assignment. If Programmer so elects, this Agreement shall terminate upon consummation ("Closing") of such sale or assignment. This Agreement shall be binding on the parties' respective heirs and assigns.

16. If for any reason material for broadcast provided hereunder by Programmer is not broadcast on Station as and when specified by Programmer, and Programmer is not in material breach hereunder, the Monthly Payment due for the month for which such material is not so broadcast shall be reduced by an amount equal to such Monthly Payment times the number of minutes of such material not so broadcast that month divided by the total number of minutes that month during the Sold Time Period. Furthermore, in the event of a material breach hereunder by Owner and the continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Programmer shall have given to Owner written notice of such breach, Programmer, so long as Programmer is not in material breach

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hereunder, may in Programmer's discretion terminate this Agreement by giving written notice of termination to Owner, whereupon Owner shall pay to Programmer, within sixty (60) days of such termination, the sum of THREE MILLION DOLLARS (\$3,000,000.00) as a termination fee.

17. In the event of a material breach hereunder by Programmer and the continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Owner shall have given to Programmer written notice of such breach, Owner, so long as Owner is not in material breach hereunder, may in Owner's discretion terminate this Agreement by given written notice of termination to Programmer, whereupon Programmer shall pay to Owner, within sixty (60) days of such termination, the sum of THREE MILLION DOLLARS (\$3,000,000.00) as a termination fee.

18. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, broadcasting commitments, or any other understandings between Programmer and Owner with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change,

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modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

19. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

20. All notices required under this Agreement shall be in writing and shall be deemed given to an addressee when mailed if mailed by prepaid, certified, first class United States mail to the address for notice of such addressee set forth below:

If to Programmer:

WTTE, Channel 28, Inc.
2000 West 41st Street
Baltimore, MD 21211
Attn.: David D. Smith

If to Owner:

Columbus (WTTE-TV) Licensee, Inc.
500 Seco Road
Monroeville, PA 15146
Attn: Edwin L. Edwards, Sr.

~~Either party hereto may specify for itself a different address~~

for the giving of notice hereunder by giving ten (10) days prior


written notice to the other party of such address change pursuant to this Paragraph.

21. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its choice of law rules.

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

OWNER:

Columbus (WTTB-TV)
Licensee, Inc.

By: 
Name: Edwin L. Edwards, Sr.
Title: President

PROGRAMMER:

WTTB, Channel 28, Inc.

By: _____
Name: _____
Title: _____

written notice to the other party of such address change pursuant to this paragraph.

21. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its choice of law rules.

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

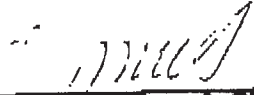
OWNER:

Columbus (WTTE-TV)
Licensee, Inc.

By: _____
Name: _____
Title: _____

PROGRAMMER:

WTTE, Channel 28, Inc.

By:  _____
Name: **DAVID D. SMITH**
Title: **PRESIDENT**

**ADDENDUM TO
PROGRAMMING SERVICES AGREEMENT**

THIS ADDENDUM TO PROGRAMMING SERVICES AGREEMENT (this "Addendum") is made as of the 21st day of August, 1998 by and among SINCLAIR MEDIA II, INC. (formerly WTTE, Channel 28, Inc.) ("Programmer") and Columbus (WTTE-TV) Licensee, Inc. (Owner").

WITNESSETH:

WHEREAS, Programmer and Owner entered into that certain Programming Services Agreement dated November 5, 1996 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend Attachment A to the Agreement upon the terms and subject to the conditions which are hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING, the parties hereto hereby agree as follows:

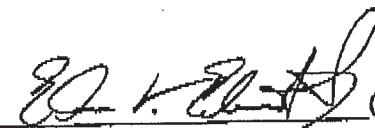
The parties hereby agree that Attachment A to the Agreement is amended and restated to provide as set forth in Attachment A to this Addendum.

IN WITNESS WHEREOF, each party hereto has executed and sealed this Addendum or caused it to be executed and sealed on its behalf by its duly authorized representatives on the day and year first above written.

SINCLAIR MEDIA II, INC.
(formerly, WTTE, CHANNEL 28, INC.)

COLUMBUS (WTTE-TV) LICENSEE, INC.

By: _____ (SEAL)
Name: David B. Amy
Title: Secretary/Treasurer

By:  (SEAL)
Edwin L. Edwards, Sr.
President

**ADDENDUM TO
PROGRAMMING SERVICES AGREEMENT**

THIS ADDENDUM TO PROGRAMMING SERVICES AGREEMENT (this "Addendum") is made as of the 21st day of August, 1998 by and among SINCLAIR MEDIA II, INC. (formerly WTTE, Channel 28, Inc.) ("Programmer") and Columbus (WTTE-TV) Licensee, Inc. (Owner").

WITNESSETH:

WHEREAS, Programmer and Owner entered into that certain Programming Services Agreement dated November 5, 1996 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend Attachment A to the Agreement upon the terms and subject to the conditions which are hereinafter set forth.

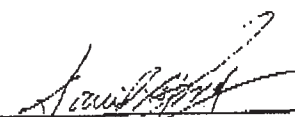
NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING, the parties hereto hereby agree as follows:

The parties hereby agree that Attachment A to the Agreement is amended and restated to provide as set forth in Attachment A to this Addendum.

IN WITNESS WHEREOF, each party hereto has executed and sealed this Addendum or caused it to be executed and sealed on its behalf by its duly authorized representatives on the day and year first above written.

SINCLAIR MEDIA II, INC.
(formerly, WTTE, CHANNEL 28, INC.)

COLUMBUS (WTTE-TV) LICENSEE, INC.

By:  (SEAL)
Name: David B. Amy
Title: Secretary/Treasurer

By: _____ (SEAL)
Edwin L. Edwards, Sr.
President

-

ATTACHMENT A

MONTHLY PAYMENTS

1. The amount of the Monthly Payment for each month in the first year of the Agreement shall be equal to \$70,833 (\$850,000 per annum).
2. The amount of the Monthly Payment for each month in the second year of the Agreement shall be equal to \$70,833, increased by the greater of (i) five percent (5%) or (ii) the percentage increase in the Consumer Price Index for all Urban Consumers as published by the U.S. Department of Labor (the "CPI Adjustment") for the 12-month period ending at the end of the calendar month during which such second year of the Agreement commences.
3. The amount of the Monthly Payment for each month in all subsequent years of the Agreement, including during the Renewal Term, shall be the amount of the monthly payment during the immediately preceding year, increased by the greater of (i) five percent (5%) or (ii) the CPI Adjustment for the 12-month period ending at the end of the calendar month during which such subsequent year commences.

April 9, 2000 Draft

**AGREEMENT TO RENEW AND CONTINUE
PROGRAMMING SERVICES AGREEMENTS**

THIS AGREEMENT is dated this ^{As of the 27th day of March 2000} ~~27~~ day of ~~April~~ 2000, by and among WPTT, Inc. ("WPTT"), Raleigh (WRDC-TV), Inc. ("WRDC"), WTV, Inc. ("WTV"), WTV Licensee, Inc. ("WTV Licensee"), Baltimore (WNUV-TV), Inc. ("WNUV"), Baltimore (WNUV-TV) Licensee, Inc. ("WNUV Licensee"), Birmingham (WABM-TV), Inc. ("WABM"), Birmingham (WABM-TV) Licensee, Inc. ("WABM Licensee"), and Columbus (WTTE-TV) Licensee, Inc. ("WTTE Licensee") (collectively, the "Edwards Parties") and WPGH, Inc. ("WPGH"), FSF-TV, Inc. ("FSF"), WCGV, Inc. ("WCGV"), Chesapeake Television, Inc. ("CTI"), WTTO, Inc. ("WTTO"), and Sinclair Media II, Inc. ("Sinclair Media") (collectively, the "Sinclair Parties").

RECITALS

WHEREAS, on May 5, 1995, WPTT and WPGH entered into a Programming Services Agreement (the "WPTT PSA"), whereby WPGH would provide programming services to WPTT-TV, Pittsburgh, Pennsylvania;

WHEREAS, on March 27, 1995, WRDC entered into a Programming Services Agreement with FSF (the "WRDC PSA"), whereby FSF would provide programming services to WRDC-TV, Raleigh, North Carolina, which Agreement was amended by way of that certain Amendment dated February 1, 1999;

WHEREAS, on July 24, 1995, WTV and WTV Licensee entered into a Programming Services Agreement with WCGV (the "WTV PSA"), whereby WCGV would provide programming services to WTV-TV, Milwaukee, Wisconsin, which Agreement was amended effective February 1, 1999;

WHEREAS, on July 24, 1995, WNUV and WNUV Licensee entered into a Programming Services Agreement with CTI (the "WNUV PSA"), whereby CTI would provide programming services to WNUV-TV, Baltimore, Maryland, which Agreement was amended effective February 1, 1999;

WHEREAS, on July 25, 1995, WABM and WABM Licensee entered into a Programming Services Agreement with WTTO (the "WABM PSA"), whereby WTTO would provide programming services to WABM-TV, Birmingham, Alabama, which Agreement was amended effective February 1, 1999;

WHEREAS, on November 5, 1996, WTTE Licensee entered into a Programming Services Agreement with Sinclair Media (the "WTTV PSA"), whereby Sinclair Media would provide programming services to WTTE-TV, Columbus, Ohio, which Agreement was amended by that certain Addendum dated August 21, 1998 and that certain Amendment effective as of February 1, 1999;

NEW TV SERVICE COMMON CLIENTS 04/09/00 11:38 AM 4107522049 AGREEMENT TO RENEW AND CONTINUE TRS 002.doc

April 9 2000 Draft

WHEREAS, the WPTT PSA, the WRDC PSA, the WWTV PSA, the WNUV PSA, the WABM PSA, and the WTTV PSA are collectively referred to herein as the "PSAS";

WHEREAS, certain of the Sinclair Parties have entered into an Asset Purchase Agreement (the "APA") and Merger Agreements (the "MAS") with certain of the Edwards Parties, pursuant to which certain of the Sinclair Parties will acquire certain of the assets of, or be the survivor to, certain of the Edwards Parties;

WHEREAS, the APA and the MAS are collectively referred to herein as the "Transactions", and

WHEREAS, in order to (i) facilitate the continued operation of the Edwards Parties prior to the closing of the Transactions, (ii) assure compliance with certain provisions of the APA and the MAS, and (iii) assure compliance with certain financing arrangements of the Edwards Parties, each of the Sinclair Parties and each of the Edwards Parties wish to renew each of the PSAS.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, the Transactions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal. Effective as of the date hereof, each of the PSAS are hereby renewed, for an additional term of five (5) years (the "Renewal Term") under all of the other terms and conditions contained in, and applicable to, each.

2. Renewal Option. At the end of the Renewal Term, each of the Sinclair Parties shall have the option (the "Renewal Option") of extending the Renewal Term of each one of the PSAS to which it is a participant for an additional term of five (5) years. Each Renewal Option may be exercised by giving written notice to the party designated to receive notices in each of the PSAS of the exercise of the Renewal Option at least thirty (30) days prior to the end of the Renewal Term.

3. Notices. All notices, requests, consents, payments, demands, and other communications required or contemplated under this Agreement shall be in writing and (a) personally delivered or sent via telecopy (receipt confirmed and followed promptly by delivery of the original), or (b) sent by Federal Express or other reputable overnight delivery service (for next business day delivery), shipping prepaid, as follows:

If to the Edwards Parties, or any one of them:

Edwin L. Edwards
WPTT, Inc.
3474 William Penn Highway
Pittsburgh, Pennsylvania 15235
Telephone: (412) 829-9788
Fax (412) 829-0313

April 9, 2000 Draft

with a copy to:

James J. Barnes, Esquire
Buchanan Ingersoll Professional Corporation
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, Pennsylvania 15219-1410
Telephone: (412) 562-1415
Fax: (412) 562-1041

If to the Sinclair Parties, or any one of them:

David D. Smith,
President
Sinclair Communications, Inc.
10708 Beaver Dam Road
Cockeysville, Maryland 21030
Telephone: (410) 588-1606
Fax: (410) 588-1533

with a copy to:

General Counsel
Sinclair Communications, Inc.
10708 Beaver Dam Road
Cockeysville, Maryland 21030
Telephone: (410) 588-1524
Fax: (410) 588-1537

and

Steven A. Thomas, Esquire
Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, Maryland 21202
Telephone: (410) 752-2458
Fax: (410) 752-2046

or to such other persons or addresses as any person may request by notice given as aforesaid. Notices shall be deemed given and received at the time of personal delivery or completed telecopying or if sent by Federal Express or such other overnight delivery service one business day after such sending.

4. **Benefit and Binding Effect** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No person, other than the parties hereto, is or shall be entitled to bring any

WWW.TELNETS.COM/COMMON/CLIENTS/NO... 3 ... AGREEMENT TO RENEW AND CONTINUE TRADING...

April 9, 2000 Draft

action to enforce any provision of this Agreement against any of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.

5. Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND (WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF). IN ADDITION, EACH OF THE PARTIES HERETO SUBMITS TO LOCAL JURISDICTION IN THE STATE OF MARYLAND AND AGREES THAT ANY ACTION BY ANY PARTY HEREUNDER SHALL BE INSTITUTED IN THE STATE OF MARYLAND.

7. Headings. The headings of the sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning, construction, or scope thereof.

8. Counterparts. This Agreement may be signed in two (2) or more counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

9. Ratification and Confirmation. The terms and conditions of each Programming Services Agreement recited above, as amended, are hereby ratified and confirmed in all respects.

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April 9, 2000 Draft

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WPTT, INC.

By: [Signature]
Name: _____
Title: _____

RALEIGH (WRDC-TV), INC.

By: [Signature]
Name: _____
Title: _____

WYTV, INC.

By: [Signature]
Name: _____
Title: _____

WYTV LICENSEE, INC.

By: [Signature]
Name: _____
Title: _____

BALTIMORE (WNUV-TV), INC.

By: [Signature]
Name: _____
Title: _____

April 9, 2000 Draft

BALTIMORE (WNUV-TV) LICENSEE, INC.

By: [Signature]
Name: _____
Title: _____

BIRMINGHAM (WABM-TV), INC.

By: [Signature]
Name: _____
Title: _____

BIRMINGHAM (WABM-TV) LICENSEE, INC.

By: [Signature]
Name: _____
Title: _____

COLUMBUS (WTTT-TV) LICENSEE, INC.

By: [Signature]
Name: _____
Title: _____

WPGH, INC.

By: [Signature]
Name: _____
Title: _____

FSF-TV, INC.

By: [Signature]
Name: _____
Title: _____

April 9, 2000 Draft

WCGV, INC.

By: *David B. Long*
Name: _____
Title: _____

CHESAPEAKE TELEVISION, INC.

By: *David B. Long*
Name: _____
Title: _____

WTTO, Inc.

By: *David B. Long*
Name: _____
Title: _____

SINCLAIR MEDIA II, INC.

By: *David B. Long*
Name: _____
Title: _____

**SECOND AMENDMENT (RESTATED) TO
PROGRAMMING SERVICES AGREEMENT**

This Second Amendment (Restated) is made this 20th day of March 2002, by and among Sinclair Media II, Inc. ("Programmer"), and Columbus (WTTE-TV) Licensee, Inc. ("Owner"), insofar as a certain Programming Services Agreement is concerned.

Recitals

Owner and Programmer entered into that certain Programming Services Agreement, dated November 5, 1996 as amended and renewed and in effect on the date hereof (the "Agreement") relating to television station WTTE(TV), Columbus, Ohio (the "Station").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Paragraph 15 is amended as follows: Paragraph 15 is deleted in its entirety. In lieu thereof, Paragraph 15, as newly amended, shall read:

"This agreement shall not be assigned by any party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Owner may assign its rights and interests hereunder without the prior written consent of the Programmer to any entity which acquires the FCC licenses of the station. Nothing herein shall be deemed to expand the rights granted hereunder to any permitted assignee, which rights shall be in combination with, and not in addition to, the rights of the party assigning such rights. This Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns. Nothing contained herein shall prohibit either party from pledging its interest herein to secure its obligations under any financing arrangement with a bank or financial institution."

2. This Agreement is amended by deleting Paragraph 17A in its entirety and inserting a new Paragraph 17A as follows:

"In the event Programmer terminates this Agreement during the initial term or any renewal for any reason other than material breach by Owner as provided in Section 16 hereof, or elects not to extend the initial term of this Agreement as provided in Section 5 hereof, then Programmer shall pay to Owner, within sixty (60) days of such termination, the sum of Thirty Two Million Seven Hundred Fifty Thousand Dollars and No Cents (\$32,750,000.00) as a termination fee."

3. This Amendment may be executed in counterparts, each of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, this day and year first written above.

ATTEST/WITNESS:

Eveline M. Wenzel

Sinclair Media II, Inc.

By:

David B. Smith

Columbus (WTTE-TV) Licensee, Inc.

By:

Stephanie Wallace

R. L. [Signature]

SINCLAIR BROADCAST GROUP

March 4, 2005

VIA DHL

Mr. Robert L. Simmons
222 N. Ocean Boulevard
Delray Beach, FL 33483

Dear Mr. Simmons:

Please accept this letter as notification by each of the Sinclair Parties that they are exercising their Renewal Option to extend the Renewal Term of the WNUV PSA and the Programming Services Agreement relating to WTTE-TV (the "WTTE PSA") for an additional term of five (5) years. As a result of the exercise of the Renewal Option the termination dates of the WNUV PSA and WTTE PSA are July 24, 2010 and November 5, 2011, respectively. Capitalized terms used in this letter have the meanings ascribed to them in the Agreement to Renew and Continue Programming Services Agreements, dated as of April 27, 2000.

This letter replaces the notice which was sent to you on March 2, 2005 and which incorrectly related to several PSAs which have previously terminated. I apologize for any inconvenience.

Sincerely yours,
SINCLAIR BROADCAST GROUP, INC.
(on behalf of each of the Sinclair Parties)

By: 

cc: Clifford M. Harrington, Esq.

SINCLAIR BROADCAST GROUP
10706 BEAVER DAM RD
COCKEYSVILLE, MARYLAND 21030
TEL: 410-568-1500 • FAX: 410-568-1537

CUNNINGHAM BROADCASTING CORPORATION
2000 W. 41st Street
Baltimore, Maryland 21211

November 7, 2008

Mr. David Amy
Executive Vice President
Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21020

Dear Mr. Amy:

This Letter Agreement relates to the following agreements, as such agreements have been amended from time-to-time:

(i) Certain agreements pursuant to which certain subsidiaries of Sinclair Broadcast Group, Inc. (each a "Sinclair Subsidiary" and collectively the "Sinclair Subsidiaries") provide programming and other services to certain television stations owned by subsidiaries of Cunningham Broadcasting Corporation (the "Cunningham Subsidiaries") under the following Time Brokerage Agreements (each a "TBA" and, collectively, the "TBAs") or Program Services Agreements (each a "PSA" and, collectively, the "PSAs"):

- (a) a TBA dated July 1, 1999, relating to WTAT-TV;
- (b) a TBA dated May 31, 1996, relating to WMYA-TV (the "WMYA TBA");
- (c) a TBA dated July 1, 1998, relating to WVAH-TV;
- (d) a TBA dated July 1, 1998, relating to WRGT-TV;
- (e) a PSA dated July 24, 1995, relating to WNUV-TV (the "WNUV TBA"); and
- (f) a PSA dated November 5, 1996, relating to WTTE-TV (the "WTTE TBA").

Each of the above listed TBAs and PSAs, as amended, are collectively referred to in this Letter Agreement as the "Agreements," and each such television station listed

above is referred to in this Letter Agreement as a "Station" and collectively, as the "Stations";

and

(ii) Certain Common Voting Capital Stock Option Agreements (collectively, the "Option Agreements") pursuant to which Sinclair Broadcast Group, Inc. ("Sinclair") was granted an option to acquire certain shares of capital stock (the "Stock") of Cunningham from Carolyn Smith, the Carolyn Smith's Grandchildren's Trust I, the Carolyn Smith's Grandchildren's Trust II, the Carolyn Smith's Grandchildren's Trust III, and the Carolyn Smith's Grandchildren's Trust IV;

and

(iii) Certain Plan and Agreements of Merger dated September 3, 2003 by and between Columbus (WTTE-TV), Inc. (a Cunningham Subsidiary) and WNUV (WNUV-TV), Inc. and Sinclair (collectively, the "Merger Agreements");

and

(iv) Certain Asset Purchase Agreements by and among Feddora, Inc. and WRGT Licensee, LLC (as sellers) and Sinclair, Sinclair Television of Dayton, Inc, and WRGT Licensee, LLC (as buyers); Feddora, Inc. and WVAH Licensee, LLC (as sellers) and Sinclair, Sinclair Television of Nashville, Inc, and WVAH Licensee, LLC (as buyers); and Feddora, Inc. and WTAT Licensee, LLC (as sellers) and Sinclair, Sinclair Television of Charleston, Inc, and WTAT Licensee, LLC (as buyers) (collectively the "Asset Purchase Agreements");

and

(v) For purposes of this Letter Agreement, the term "Agreement" means, collectively, the TBAs, the PSAs, the Option Agreements, the Merger Agreements, and the Asset Purchase Agreements.

Sinclair and Cunningham Broadcasting Corporation ("Cunningham"), on behalf of themselves and their respective, applicable subsidiaries, hereby agree as follows:

1. The Agreements are hereby amended to provide that, beginning with calendar year 2008 and continuing thereafter during the Term of each of the Agreements, the following payments will be made to Cunningham in lieu of any other payments which would have been required under each of the Agreements in the absence of the entrance of Sinclair and Cunningham into this Letter Agreement:

(a) Within fifteen (15) days following each calendar month Sinclair shall reimburse Cunningham (i) for all expenses incurred by Cunningham in the operation of each of the Stations (the "Operating Expenses"); (ii) for all overhead related to the each of the Stations (the "Operating Overhead"); and (iii) all corporate overhead including interest on any existing bank debt (or on any debt incurred as a replacement for all or any part of the existing bank debt), but excluding (A) the repayment of any indebtedness or (B) income, capital, gross receipts-based or other similar-based taxes (the "Corporate Overhead") (the Operating Expenses, the Operating Overhead, and the Corporate Overhead are sometimes collectively referred to in this letter Agreement as the "Expenses"); provided, however, that (x) such Expenses are consistent with and not in the aggregate in excess of three percent (3.0%) (the "3% Limitation") of the amount set forth in a budget (the "Budget") mutually approved by Sinclair and Cunningham for each Station for such month; (y) in no event will any single non-Budgeted Expense in excess of Twenty Thousand Dollars (\$20,000) (the "\$20,000 Limitation") be reimbursed and (z) expenses will be reimbursed only after Cunningham scans (using a scanner which Sinclair will provide to Cunningham for such use) and uploads into Sinclair's general ledger computer system copies of invoices evidencing such expenses. Within sixty (60) days following the end of each calendar year beginning in calendar year 2008 and continuing thereafter during the Term, Sinclair and Cunningham will jointly reconcile the reimbursement of Expenses so that the application of the reimbursement up to the 3.0% Limitation is applied for each Station for the full calendar year immediately preceding rather than on a month-by-month basis. Interest on existing bank debt (or any debt incurred as a replacement for all or any part of the existing bank debt), as well as any non-Budgeted Expenses in any manner associated with (directly or indirectly) from Sinclair's or a Sinclair Subsidiary's performance under any applicable TBA or PSA (by way of example, but not by way of limitation, to fines or penalties imposed or assessed by the Federal Communications Commission relating to programming), shall be reimbursed directly by Sinclair and shall be specifically excluded from the 3% Limitation and the \$20,000 limitation. Still further (with regard to the 2008 Budget only), all one-time non-Budgeted Expenses, including legal expenses of Thomas & Libowitz, P.A. and a consulting fee in the amount of \$25,000 payable to George Cox associated with the negotiation and drafting of this Letter Agreement or with the modification of any Shareholder Trusts, shall be reimbursed by Sinclair and shall be specifically excluded from the 3% Limitation and the \$20,000 limitation for calendar year 2008.

(b) Sinclair will purchase and own any capital equipment purchased beginning with calendar year 2008 and continuing thereafter during the Term in accordance with the Budget or as is reasonably required (in the joint determination of Sinclair and Cunningham) for the efficient and lawful operations of each of the Stations; provided, Sinclair will permit Cunningham full use of such equipment, without charge or fee in order to permit Cunningham to meet its legal requirements as the FCC licensee of the Stations. Such right of Cunningham to use equipment, without charge, shall include all equipment associated with the Stations which is currently leased to Cunningham

pursuant to those certain operating leases, which leases will terminate as of the date of this letter agreement.

(c) Commencing with the month of June 2008, within fifteen (15) days following each of the remaining months of the Term of each of the Agreements, Sinclair will pay Cunningham a monthly fee of Fifty Thousand Dollars (\$50,000) in the aggregate (the "Aggregate Monthly Fee") for all of the Stations, prorated among the Stations as follows: (i) WTAT-TV - nineteen percent (19%); (ii) WMYA-TV - one percent (1%); (iii) WVAH-TV - twenty-two percent (22%); (iv) WRGT-TV - thirty-eight percent (38%); (v) WNUV-TV - eleven and five tenths percent (11.5%); and (vi) WTTE-TV - eight and five tenths percent (8.5%).

(d) Within seventy-five (75) days of the end of each calendar year beginning with calendar year 2008 during the Term (and if the Term expires prior to the end of a calendar year within seventy-five (75) days of such date), Sinclair will pay Cunningham a fee (the "Annual BCF Fee") with respect to each Station equal to the sum of (i) three percent (3.0%) of such station's actual broadcast cash flow ("BCF") which is between one hundred five percent (105.0%) and one hundred ten percent (110.0%) of such station's budgeted broadcast cash flow for such year ("Budgeted BCF"), plus (ii) five percent (5.0%) of such Station's BCF which is between one hundred ten percent and one hundred twenty-five percent of Budgeted BCF and (iii) seven and one-half percent (7.5%) of such Station's BCF which is in excess of one hundred twenty-five percent of Budgeted BCF. For purposes of the 2008 Calendar year payment obligation set forth in this paragraph 1(d) of this Letter Agreement, the Budgeted BCF for each Station for calendar year 2008 is as follows:

WTAT	\$3,461,241
WMYA	\$2,203,371
WVAH	\$3,761,543
WRGT	\$7,879,946
WNUV	\$10,742,062
WTTE	\$20,906,810

During the ninety (90) day period preceding each subsequent year, Cunningham and Sinclair shall negotiate in good faith to determine a Budgeted BCF for such year. In order to facilitate such negotiations, no later than September 15th of each year Cunningham shall provide Sinclair with a proposed budget for the following calendar year in a form acceptable to Sinclair, providing the detail behind each line item. For purposes of the calculation of the Annual BCF Fee set forth in this paragraph 1(d), the BCF of each station shall be determined in accordance with the historical manner in which Sinclair has determined the broadcast cash flow of the Stations generally, without reducing broadcast cash flow by the amount of the Annual BCF Fees paid to Cunningham pursuant to this paragraph 1(d).

(e) Within seventy-five (75) days following each calendar year beginning with calendar year 2008 (but only for that portion of calendar year 2008 beginning on July 1, 2008) during the Term (or if the Term expires prior to the end of a calendar year, within seventy-five (75) days of such date), Sinclair will pay Cunningham a fee equal to fifty percent (50.0%) of the excess, if any, of (i) the sum of (x) the Expenses set forth in the Budget plus (y) the total Aggregate Monthly Fees paid over (ii) the actual amount paid to Cunningham pursuant to paragraph 1(a) of this Letter Agreement; provided, such calculation will be made without regard to any interest savings realized as a result of the substitution of Cunningham's indebtedness to a third party with debt from Sinclair in accordance with paragraph 3 of this Letter Agreement.

(f) Concurrently with the closing of the acquisition, directly or indirectly of the license or the licensee of any of the Stations by Sinclair (whether under the Option Agreement, the Merger Agreements, Asset Purchase Agreements, or otherwise), Cunningham shall credit Sinclair, as a reduction to the purchase price to be paid by Sinclair, an amount equal to seventy-five percent (75%) of the sum of all payments made by Sinclair to Cunningham with respect to any period prior thereto pursuant to paragraphs 1(c) and 1(d) of this Letter Agreement (as allocated to each applicable station in accordance with the percentages contained in paragraph 1(c) of this Letter Agreement), plus interest compounded on such payments at an annual rate of ten percent (10.0%) computed from the date of actual payment by Sinclair (reduced by any prior payments made pursuant to this paragraph 1(f)).

(g) The termination provisions of Sections 9.2(c) and 9.3(c) of the Merger Agreements, the Option Agreements and the Asset Purchase Agreements shall be extended for an additional ten (10) calendar years from the date of this Letter Agreement.

(h) The terms of the WMYA TBA, the WNUV TBA and the WTTE TBA shall each be extended for an additional period ending July 1, 2018.

2. Promptly following the execution of this Letter Agreement, Sinclair and Cunningham shall endeavor to jointly agree on the Budget for calendar year 2008, which shall be prepared in a manner consistent with the historical spending by Cunningham for operations of the Stations and Corporate Overhead.

3. Sinclair shall have the right at any time during the term of the Agreements to cause Cunningham to replace a portion of Cunningham's then existing indebtedness (the "Existing Indebtedness") with a loan from Sinclair (the "Sinclair Loan") in an amount not in excess of the amount permitted by the applicable FCC Rules then in effect; provided, however, such loan from Sinclair must be reasonably acceptable to Cunningham and under the same terms and conditions as the Existing Indebtedness, ~~saving and excepting the interest rate, which must be less than the interest rate being paid~~ by Cunningham on the Existing Indebtedness (or the portion thereof) being replaced by the Sinclair Loan; provided further, that while any Sinclair Loan is outstanding, Sinclair

shall, within fifteen (15) days following each month pay to Cunningham an amount equal to fifty percent (50.0%) of the difference between (a) the interest which would have been due from Cunningham had the Existing Indebtedness (or applicable portion thereof) remained in place and (b) the actual interest owed on the Sinclair Loan.

4. In the event that Cunningham reduces the amount of its Existing Indebtedness at any time other than through a Sinclair Loan, Sinclair shall within fifteen (15) days following each subsequent month pay to Cunningham fifty percent (50.0%) of the interest savings received by Sinclair with respect to the immediately preceding month as a result of such reduction.

5. Cunningham shall comply with the following written financial reporting obligations during the terms of the TBAs and the PSAs:

a. No later than the 5th business day following each calendar quarter, Cunningham shall provide Sinclair with a comparison of quarterly budget for such prior quarter to actual and forecast including explanations for variances exceeding \$5,000 and 5%; and

b. No later than the 5th business day following each calendar quarter, Cunningham shall provide Sinclair with an explanation of all material cost savings realized during the prior calendar quarter as compared to budget; and

c. No later than the 9th business day following each calendar month, Cunningham shall provide Sinclair with a forecast for the remainder of the calendar year (with actual results for all previous months) in the same format and providing the same line item detail as used in the annual budget for both BCF and income statement items.

6. All of the terms and conditions of the Agreements, as amended and renewed prior to the date hereof, are hereby ratified and confirmed and except as expressly amended hereby the Agreements remain in full force and effect without modification thereto.


7. All of the capitalized terms used in this Letter Agreement, not otherwise defined in this Letter Agreement, have the meaning ascribed to such terms in each of the respective Agreements.

Mr. David Amy
November 17, 2008
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8. This Letter Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

Sincerely yours,

CUNNINGHAM BROADCASTING CORPORATION

By: 
Name: _____
Title: _____

Accepted and agreed to this _____
day of November, 2008

Sinclair Broadcast Group, Inc.

By: _____
Name: _____
Title: _____