

**AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING
BY AND AMONG
CUNNINGHAM BROADCASTING CORPORATION
AND ITS SUBSIDIARIES,
THE CAROLYN C. SMITH CUNNINGHAM TRUST,
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
SINCLAIR BROADCAST GROUP, INC., ON BEHALF OF
ITSELF AND CERTAIN APPLICABLE SUBSIDIARIES**

THIS AMENDMENT NO. 1 (this "Amendment No. 1") dated October 6, 2009 by and among Cunningham Broadcasting Corporation and its subsidiaries ("CBC"), The Carolyn C. Smith Cunningham Trust, 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 (collectively, the "CBC Trusts") and Sinclair Broadcast Group, Inc., on behalf of itself and certain applicable subsidiaries ("SBG"). CBC, the CBC Trusts, and SBG are sometimes collectively referred to as the "Parties" in this Agreement.

WHEREAS, the Parties have entered into that certain Memorandum of Understanding ("MOU") dated September 8, 2009; and

WHEREAS, the Parties have agreed to amend Section 2(d) to reflect certain additional understandings by the Parties.

NOW, THEREFORE, FOR AND IN CONDERATION OF the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The definition of Notes is hereby amended by adding at the end thereof:

"and for purposes of Section 2(k), any replacement Notes issued as a result of the Trigger Event".

2. Section 2(d)(i) is hereby amended by deleting the existing 2(d)(i) in its entirety and inserting in lieu thereof the following:

"(d)(i) The current term of the LMAs and the Agreements shall terminate on July 1, 2016, with SBG being granted options to extend the terms of the LMAs

and the Agreements for three (3) additional five (5) year terms. In consideration thereof, SBG shall, beginning on January 1, 2010 and ending on July 1, 2012, pay CBC the sum of [REDACTED]

[REDACTED] which amounts shall be used to pay off CBC's outstanding principal indebtedness and which also shall be credited toward the purchase price for each Station, in accordance with the Allocation (as defined in Section 2(d)(ii)), that is to be acquired by SBG (or any permitted assignee) pursuant to an Agreement or the Put Option described in Section 2(g) of this MOU (the "Purchase Price Credit Payments"). The Purchase Price Credit Payments shall be in lieu of the LMA Fees described and defined in Section 2(e) below, so that there shall be no LMA Fees or any other lma fees paid in respect of the Stations until October 1, 2012, but shall be in addition to SBG's obligations to reimburse the Stations' operating expenses. An additional [REDACTED]

[REDACTED] on July 1, 2012, and [REDACTED]

on October 1, 2012 as an additional LMA Fee in addition to the LMA Fee as described and defined in Section 2(d)(ii) below, which payments shall also be applied to pay off CBC's outstanding principal indebtedness; provided, however, that if CBC seeks to terminate the LMAs and/or the Agreements (or any one of them) for any reason whatsoever, including, without limitation, a "change in control" as defined in Section 2(b) of this MOU, then SBG will have the right to assign the LMAs and/or the Agreements (or any one of them being terminated) to a third party or parties, and following the date of such termination onward, SBG shall have no further obligation to fund any of the payments referenced in this Section 2(d)(i), unless SBG requires additional time to locate a third party transferee, in which case CBC shall grant SBG an extension (the "Extension") of the termination date for a commercially reasonable period of time to permit SBG to locate such third party transferee. SBG will be obligated to make all periodic payments due under the LMAs or the Agreements until the first to occur of (i) the expiration of the Extension; and (ii) the date that such LMAs and the Agreements (or any one of them) is/are transferred to such third party and such third party assumes (and begins making) any remaining payment obligations under the

LMA's and the Agreements and exercises its rights under, and closes on, the Option Agreements or closes on the Acquisition Agreements.”

3. Section 2(d)(ii) is hereby amended by deleting Subsection (A) and inserting in lieu thereof:

“(A) decreased quarterly by the amount of Purchase Price Credit Payments payable by SBG pursuant to Section 2(d)(i) of this MOU;”

4. Section 2(e) is hereby amended by adding as the last sentence thereof:

“The LMA Fee shall replace and supersede SBG’s obligation to pay any other lma fees in respect of the Stations, but shall be in addition to SBG’s obligations to reimburse the Stations’ operating expenses.”

5. Section 2(j) is hereby amended by deleting the last sentence and inserting in lieu thereof:

“The liquidated damages shall be in an amount equal to all payments made by SBG to CBC pursuant to Section 2(d)(i) of this MOU, not to exceed [REDACTED]”

6. SBG shall have a financing contingency as a condition precedent to its obligation to close in each of the Acquisition Agreements.

7. This Amendment shall be effective as of the date first above written and shall not affect or impair the remainder of the terms and provisions of the MOU which shall continue in full force and effect without modification thereto.

**[REST OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment No. 1 or has caused this Amendment No. 1 to be duly executed and delivered in its name and on its behalf all as of the day and year first above written.

WITNESS

CUNNINGHAM BROADCASTING CORPORATION

By: _____
Name: Michael E. Anderson
Title: President

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust I

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust II

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust III

Jeffrey C. Mason, as Trustee for
Carolyn C. Smith's Grandchildren's Trust IV

Carolyn C. Smith, as Trustee for the
Caroline C. Smith's Cunningham Trust

SINCLAIR BROADCAST GROUP, INC.

By: *Daniel C. Kerth*
Name: Daniel C. Kerth
Title: Member of the Special C&E

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment No. 1 or has caused this Amendment No. 1 to be duly executed and delivered in its name and on its behalf all as of the day and year first above written.

WITNESS

CUNNINGHAM BROADCASTING CORPORATION

By: M. E. Anderson
Name: Michael E. Anderson
Title: President

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust I

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust II

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust III

Jeffrey C. Mason, as Trustee for
Carolyn C. Smith's Grandchildren's Trust IV

Carolyn C. Smith, as Trustee for the
Caroline C. Smith's Cunningham Trust

SINCLAIR BROADCAST GROUP, INC.

By: _____
Name: _____
Title: _____

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WITNESS

CUNNINGHAM BROADCASTING CORPORATION

Rebecca Mansauer

Rebecca Mansauer

Rebecca Mansauer

By: _____
Name: Michael E. Anderson
Title: President

George Cox

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust I

George Cox

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust II

George Cox

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust III

Jeffrey C. Mason, as Trustee for
Carolyn C. Smith's Grandchildren's Trust IV

Carolyn C. Smith, as Trustee for the
Caroline C. Smith's Cunningham Trust

SINCLAIR BROADCAST GROUP, INC.

By: _____
Name: _____
Title: _____

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WITNESS

CUNNINGHAM BROADCASTING CORPORATION

By: _____

Name: Michael E. Anderson

Title: President

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust I

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust II

George Cox, as Trustee for
Carolyn C. Smith's Grandchildren's Trust III

Patricia Kubest

Jeffrey C. Mason
Jeffrey C. Mason, as Trustee for
Carolyn C. Smith's Grandchildren's Trust IV

[Signature]

Carolyn C. Smith
Carolyn C. Smith, as Trustee for the
Caroline C. Smith's Cunningham Trust

SINCLAIR BROADCAST GROUP, INC.

By: _____

Name: _____

Title: _____