

## **FIRST AMENDMENT TO AGREEMENT**

This First Amendment to Agreement ("Amendment") is made by and among Commonwealth Broadcasting, LLC, a Virginia limited liability company ("CBL"), the licensee of Station WUSH(FM), Poquoson, Virginia, Sinclair Telecable, Inc. ("Sinclair"), WWGP Broadcasting Corporation, a North Carolina corporation, licensee of Station WFJA(FM) Sanford, North Carolina ("WBC"), Richard K. Feindel, of Sanford, North Carolina ("Feindel"), and Capstar TX Limited Partnership, a Texas limited partnership, licensee of Station WRDU(FM), Knightdale, North Carolina ("CAPSTAR").

### **WITNESSETH:**

WHEREAS, CBL, WBC, Feindel and CAPSTAR are parties to that certain Agreement dated July 16, 2007 (the "Agreement"), pursuant to which the parties have agreed to various undertakings in order to relocate various stations in order to resolve certain spacing issues;

WHEREAS, pursuant to the Agreement, CBL has agreed to file an application (the "CBL 301 Application") for a construction permit to relocate WUSH to another tower site adequately spaced to WRDU's facilities at the WRAL tower, WBC has agreed to file a minor modification application (the "WBC 301 Application") to relocate and permit construction of the facilities for WFJA at a new site, and CAPSTAR has agreed to file a contingent application (the "CAPSTAR 301 Application") for a construction permit to relocate the facilities of WRDU to the WRAL tower, simultaneously with the filing of the CBL Application and the WBC Application;

WHEREAS, the CAPSTAR 301 Application is a modification of construction permit BMPH-20070802ABP ("the Existing CP") previously obtained by CAPSTAR, and the Existing CP will expire on October 1, 2009 (the "CP Expiration Date") unless the CAPSTAR 301 Application has been granted and construction of the facilities specified therein completed;

WHEREAS, CAPSTAR has the option to lease space on the WRAL tower (therein defined as the "Garner Tower Option Space") pursuant to a Modification and Option Agreement dated effective as of the 27<sup>th</sup> day of February, 2006, by and between Capitol Broadcasting Company, Inc. ("CAPITOL," the lessor thereunder) and CAPSTAR (the lessee thereunder), on the terms set forth therein;

WHEREAS, the Agreement provides that CAPSTAR shall complete construction related to the relocation of the facilities of WRDU to the WRAL tower within ninety (90) days of the grant of the CAPSTAR Application, but the parties acknowledge and agree that CAPSTAR will need additional time to undertake such construction;

WHEREAS, in order to induce CAPSTAR to exercise the Option, CBL has agreed to assume certain risks related to the Option and Sinclair has agreed to guarantee such obligations;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement. In the event of any inconsistencies between the Agreement and this Amendment, the provisions of this Amendment shall control, and all other provisions of the Agreement shall remain in full force and effect.

2. Section 2(c) of the Agreement is hereby amended to read, in its entirety, as follows: "(c) CAPSTAR shall, if the CAPSTAR 301 Application is granted, proceed to complete all aspects of construction promptly; provided that, in no event shall CAPSTAR be required to complete such construction earlier than the date that is the later of: (i) six (6) months of the execution date of this Amendment and (ii) ninety (90) days from the date of grant of the CAPSTAR 301 Application; and, provided further, that, should compliance with this deadline be prevented by factors beyond CAPSTAR's control, the deadline will be extended until the factors are resolved, and provided further that CAPSTAR shall make its best efforts to resolve the factors hindering completion of construction as promptly as possible. CAPSTAR shall use its best efforts to secure the consents contemplated by Section 2 hereof; provided, however, that in the event that any of such consents is not granted, CAPSTAR shall have no further liability hereunder."

3. Section 5(g) of the Agreement is hereby amended to read, in its entirety, as follows: "(c) Termination. This Agreement shall automatically terminate on June 30, 2016, but may be terminated earlier as follows: (i) by mutual written consent of all parties; and (ii) by written notice from a non-breaching party if either of the other parties has failed to cure any material breach of its representations and warranties under this Agreement within thirty (30) days of written notice thereof."

4. CAPSTAR hereby agrees to exercise the Option within five (5) days of the execution of this Amendment.

5. As a material inducement for CAPSTAR to exercise the Option, CBL, for itself and on behalf of its affiliates, hereby agrees to pay for CAPSTAR's account all payments due to CAPITOL as a result of the exercise of the Option and further lease by CAPSTAR for the period beginning on the date that the Option is exercised and terminating upon the latest to occur of: (i) the grant of the CBL 301 Application, (ii) the grant of the WBC 301 Application, (iii) the grant of the CAPSTAR 301 Application; and (iv) CAPSTAR's receipt of reasonable evidence that WBC has received all permits, including all building and zoning permits, required to permit construction of WFJA's new tower at a location such to allow the construction of WRDU as a class C1 at the Garner Tower Option Space. Further, if the WBC Application and the CAPSTAR 301

Application have not been granted as of the CP Expiration Date, then CBL, for itself and on behalf of its affiliates, hereby agrees to reimburse CAPSTAR for all of CAPSTAR's equipment, construction and installation costs related to construction of facilities at the Garner Tower Option Space (at their original fair market value as evidenced by reasonable evidence and without taking into effect any depreciation). Such reimbursement shall be due in immediately available funds within 30 days of invoice from CAPSTAR.

5. CBL has all requisite corporate power and authority to execute, deliver and perform this Amendment, and is legally, financially and otherwise qualified to perform hereunder. The execution, delivery and performance by CBL of this Amendment has been duly authorized by all necessary corporate action. This Amendment constitutes a legal, valid and binding agreement of CBL, enforceable against CBL and its affiliates as indicated by FCC form 323 as filed as of the date of this Amendment, in accordance with its respective terms.

6. Sinclair hereby agrees and confirms that, by its execution of this Amendment, Sinclair will be deemed to be a party to the Amendment and will guarantee to CAPSTAR the satisfaction and the prompt payment and performance of CBL's obligations hereunder in full when due.

7. This Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8. This Amendment may be executed in a number of identical counterparts, each of which for all purposes shall be deemed to be an original, and all of which shall collectively constitute but one agreement, fully binding upon, and enforceable against the parties hereto.

**IN WITNESS WHEREOF**, the parties have set their hands as of March 21, 2008 (3/21/2008).

*[Signature page follows]*

COMMONWEALTH BROADCASTING, LLC

By: 

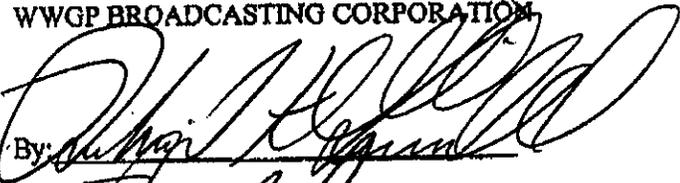
Title: Manager

SINCLAIR TELECABLE, INC.

By: 

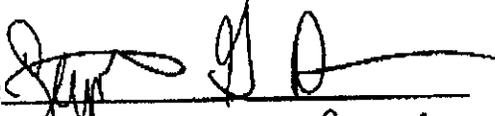
Title: Vice President

WWGP BROADCASTING CORPORATION

By: 

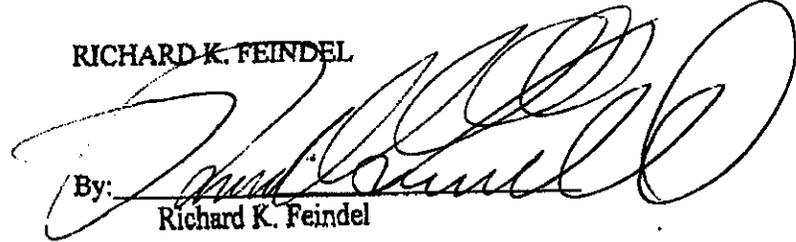
Title: President

CAPSTAR TX LIMITED PARTNERSHIP

By: 

Title: Senior Vice President

RICHARD K. FEINDEL

By:   
Richard K. Feindel