

**AMENDMENT NO. 1 TO PLAN AND AGREEMENT OF MERGER
AMONG CUNNINGHAM BROADCASTING CORPORATION,
COLUMBUS (WTTE-TV), INC.,
SINCLAIR BROADCAST GROUP, INC.
AND
SINCLAIR ACQUISITION XIII, INC.**

THIS AMENDMENT NO. 1, dated October 15, 2003, by and between the signatories hereto, to the Plan and Agreement of Merger entered into on July 3, 2002, by and between Cunningham Broadcasting Corporation, Columbus (WTTE-TV), Inc., Sinclair Broadcast Group, Inc., and Sinclair Acquisitions XIII, Inc. (the "Plan and Agreement of Merger").

WHEREAS, the parties desire to amend the Plan and Agreement of Merger in order to extend the date of termination of the Plan and Agreement of Merger.

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

1. Section 5.1, Contracts, of the Plan and Agreement of Merger is hereby amended by striking such section in its entirety and inserting in lieu thereof the following:

"5.1. Contracts. The Cunningham Parties shall not renew, extend, amend or terminate, or waive any material right under any Contract or enter into any contract or commitment or incur any obligation that will be assumed by or be otherwise binding on the Sinclair Parties after Closing, except (a) the renewal or extension of any existing Contract on its existing terms in the ordinary course of business, and (b) other contracts (other than network affiliation agreements, or time brokerage or local marketing arrangements) entered into in the ordinary course of business consistent with the Cunningham Parties' past practices that do not involve consideration, in the aggregate, in excess of Twenty Five Thousand Dollars (\$25,000.00), except for Contracts that are for repairs and/or maintenance identified by the Cunningham Parties as required to maintain the Station's broadcast signal at current levels or repair, provided that the Cunningham Parties shall notify the Sinclair Parties of the scope and cost of such repairs prior to commencing such repairs. In the event the Cunningham Parties exceed the Twenty Five Thousand Dollar (\$25,000.00) limit set forth above, the Sinclair Parties shall have no obligation to assume such Contract(s) on the Closing Date. Prior to the Closing Date, the Cunningham Parties shall deliver to the Sinclair Parties a list of all material Contracts entered into between the date of this Agreement and the Closing Date and shall make available to the Sinclair Parties copies of such contracts."

2. Section 9.3(c) of the Plan and Agreement of Merger is hereby amended by striking the phrase "one (1) calendar year" and inserting in lieu thereof the phrase "five (5) calendar years".

3. Section 10.3 of the Plan and Agreement of Merger is hereby amended by striking the period at the end of subsection (b) and inserting in lieu thereof "; and," and Section 10.3 is further amended by adding a new subsection (c) as follows: "(c) any damages resulting from the actual fraud of the Sinclair Parties."

4. 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 Plan and Agreement of Merger 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/ATTEST:

CUNNINGHAM BROADCASTING
CORPORATION

Leiloni Reynolds

By: Carolyn S. Smith (SEAL)
Name: _____
Title: _____

Leiloni Reynolds

COLUMBUS (WTTE-TV), INC.

By: Carolyn S. Smith (SEAL)
Name: _____
Title: _____

Leiloni Reynolds

SINCLAIR BROADCAST GROUP, INC.

By: David M. Smith (SEAL)
Name: _____
Title: _____

Leiloni Reynolds

SINCLAIR ACQUISITIONS XIII, INC.

By: David M. Smith (SEAL)
Name: _____
Title: _____