

**SECOND AMENDMENT  
TO THE  
PROGRAMMING SERVICES AGREEMENT  
BY AND BETWEEN  
WTTO, INC. AND WDBB - TV, INC.**

**THIS AMENDMENT NO. 2** (this "Amendment"), dated \_\_\_\_\_, 20\_\_\_\_, by and between the signatories hereto, to the Programming Services Agreement entered into on November 9, 1995, as amended by Amendment No. 1 dated April 22, 2005 (as amended, the "PSA") by and between WTTO, Inc. ("Programmer") and WDBB - TV, Inc., a wholly-owned subsidiary of Cunningham Broadcasting Corporation ("CBC") (the "Owner"), which is the Operator and Licensee of Television Station WDBB-TV in Tuscaloosa, Alabama (the "Station").

**WHEREAS**, the parties desire to amend the PSA in order to update certain terms and conditions reflecting certain additions and deletions to the PSA, as amended.

**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. Exhibit E to the Assignment and Assumption of Options To Acquire Common Stock of WDBB-TV, Inc. dated May 4, 2004 by and between Sinclair Broadcast Group, Inc. and Cunningham Broadcasting Corporation is hereby deleted in its entirety and replaced by this Amendment.

2. Section 5 of the PSA shall be amended by deleting in its entirety and adding in lieu thereof a new Section 5 as follows:

"The current term of the Agreement terminates on April 22, 2015 (the "Current Term"). The Current Term may be renewed at the option of either Programmer or Owner for an additional term of ten (10) years (the "Renewal Term"). In the event either Programmer or Owner wishes to exercise this option for the Renewal Term, the party so exercising shall give the other party written notice of the exercise of said option at least one (1) year prior to the end of the Current Term."

3. Attachment A to the PSA shall be stricken in its entirety and, in lieu thereof, Attachment A shall be replaced by *Exhibit 1* to this Agreement.

4. New Section 23 shall be added to the PSA as follows:

**"23. Owner Employees.** Owner shall employ at the Station two full-time employees, a station manager, who shall report solely to Owner and will

direct the day-to-day operations of the Station (the "Manager"), and a staff level employee who will report to the Manager. Owner shall be responsible for and shall pay the salaries, taxes, insurance, and related costs for such employees."

5. New Section 24 shall be added to the PSA as follows:

"24. **Main Studio.** Owner shall maintain a main studio, as that term is defined by the rules, regulations, and policies of the FCC (collectively referred to in this Agreement as the "Rules"), in accordance with all such Rules. Owner shall maintain the Station's local public inspection files and logs and prepare place in such inspection files in a timely manner all material required by the Rules, including, without limitation, the Station's quarterly issues and program lists and information concerning children's programming. Programmer shall, upon request by Owner, promptly provide Owner with such information concerning Programmer's programs and advertising as is necessary to assist Owner in the fulfillment of Owner's obligations under the Rules or to enable Owner to verify independently the Station's compliance with the Rules, as well as any and all laws, rules, regulations, or policies applicable to the Station's operations."

6. New Section 25 shall be added to the PSA as follows:

"25. **Expenses.** Owner shall be solely responsible for and pay in a timely manner all expenses relating to the operation of the Station (other than for Programmer's programming and sale of advertising time and other expenses of Programmer hereunder), including, without limitation, (i) salaries, payroll taxes, insurance, benefits, and related costs of personnel employed by Owner in the operation of the Station as required by the Rules; (ii) insurance costs relating to Owner's owned assets and operations; (iii) Owner's telephone, delivery, and postal service; (iv) income, gross receipts, sales real property, personal property, excise, and/or any other taxes of any nature whatsoever related to the ownership of Owner's assets or Owner's programming efforts on the Station; (v) lease payments, power, and other utility bills, and maintenance costs for the Station's studio, transmission, and tower facilities; and (vi) costs and expenses (including legal costs and filing fees) incurred in connection with the Station's compliance with the Rules."

7. New Section 26 shall be added to the PSA as follows:

"26. **Invalidity of Any Part.** 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 provision 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."

8. This Amendment shall be effective as of the date first above written and shall not effect or impair the remainder of the terms and provisions of the PSA 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. 2 or has caused this Amendment No. 2 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:

\_\_\_\_\_

WTTO, INC:

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WDBB-TV, INC.

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit 1**

Programmer shall reimburse the Owner for (a) all costs related to the operation of the Station (except for capital improvements unless such improvements have been approved by the Programmer) so that the Owner can recover all of its reasonable actual expenses relating to the operation of the Station; (b) an amount equal to [REDACTED]; and (c) eleven (11) consecutive monthly payments of [REDACTED] Dollars and [REDACTED] Cents (\$[REDACTED]) and one monthly payment of [REDACTED] Dollars and [REDACTED] Cents (\$[REDACTED]) each calendar year during the Current Term or the Renewal Term, if any. The payments due under subsections (a), (b), and (c) shall be paid no later than fifteen (15) calendar days after the end of each month