

**FIRST AMENDMENT  
TO THE  
COMMON STOCK OPTION FOR COMMON VOTING STOCK OF  
WDBB-TV, INC.**

**THIS AMENDMENT NO. 1** (this “Amendment”), dated \_\_\_\_\_, 20\_\_\_\_, by and between Sinclair Television Group, Inc. (“Holder”) and Cunningham Broadcasting Corporation (“Cunningham”).

**WHEREAS**, the parties desire to amend the Common Stock Option for Voting Stock of WDBB-TV, Inc. (the “Option Agreement”).

**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 3 of the Option Agreement is hereby amended by deleting in its entirety and adding in lieu thereof the following:

“Termination Date. Holder may exercise this Option within ten (10) calendar years from the Option Grant Date (the “Exercise Period”); and upon the failure of Holder to deliver the Exercise Notice (as defined in Section 5 hereof) within the Exercise Period, this Option shall expire (the “Expiration Date”), provided, however, that Holder shall have the option to extend the Exercise Period for an additional ten (10) calendar years by giving written notice to Cunningham no later than one (1) calendar year prior to the Expiration Date, and provided, further, that the Closing (as defined in Section 6 hereof), of this Option may take place after the expiration of the Exercise Period as such period may be extended pursuant to this Section 3, as long as Holder has delivered the Exercise Notice to Cunningham in accordance with Section 5 hereof prior to the expiration of the Exercise Period or any extension thereof.

2. 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 Option Agreement 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**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SINCLAIR TELEVISION GROUP, INC.**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_