

EXHIBIT A

**ASSIGNMENT AND ASSUMPTION OF OPTIONS
TO ACQUIRE COMMON STOCK OF WDBB-TV, INC.**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter referred to as this "Agreement") made this 4th day of May, 2004 by and among Sinclair Broadcast Group, Inc. (hereinafter referred to as the "Assignor") and Cunningham Broadcasting Corporation ("Assignee").

WITNESSETH:

WHEREAS, D&C, L.L.C. ("D&C") and Assignor are parties to that certain Common Stock Option for Common Voting Stock of WDBB-TV, Inc. ("WDBB") dated as of November 9, 1995 (the "D&C Option") which, among other things, grants to the Assignor the option to acquire ten percent (10%) of the issued and outstanding common stock of WDBB; and

WHEREAS, a copy of the D&C Option is attached hereto as Exhibit A; and

WHEREAS, Carl Parmer and Assignor are parties to that certain Common Stock Option dated as of November 9, 1995 (the "Parmer Option") for Common Stock of H and P Communications, Inc. which owns ninety percent (90%) of the issued and outstanding stock of WDBB which, among other things, grants to the Assignor the option to acquire fifty percent (50%) of the issued and outstanding common stock of H and P Communications, Inc.; and

WHEREAS, a copy of the Parmer Option is attached hereto as Exhibit B; and

WHEREAS, Cecil Heftel and Assignor are parties to that certain Common Stock Option dated as of November 9, 1995 (the "Heftel Option") for common stock of H and P Communications, Inc. which owns ninety percent (90%) of the issued and outstanding stock of WDBB, which, among other things, grants to Assignor the option to acquire fifty percent (50%) of the issued and outstanding common stock of H and P Communications, Inc.; and

WHEREAS, a copy of the Heftel Option is attached hereto as Exhibit C; and

WHEREAS, the parties hereto desire, by this Agreement, for the Assignor to assign (the "Assignment") to Assignee all of the rights, obligations, and liabilities of the Assignor under the provisions of the D&C Option, Parmer Option and Heftel Option (collectively the "Options") to acquire directly and indirectly the common stock of WDBB (the "Common Stock") and for the Assignee to accept such assignment and to assume the rights, obligations, and liabilities of the Assignor with respect to the Options, all upon the terms and subject to the conditions which are hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING, and of the mutual entry into this Agreement by the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereto do hereby agree as follows:

1. **Assignment.** Pursuant to the Options, Assignor hereby assigns to the Assignee, and the Assignee hereby accepts and assumes from the Assignor, all of the Assignor's rights, obligations, and liabilities under the Options.

2. **Required Agreements Upon Execution and Exercise of Assignment.**

2.1 Immediately following Assignee's acquisition of the Common Stock, Assignee shall grant Sinclair Television Group, Inc. an option to purchase one hundred percent (100%) of the issued and outstanding stock of WDBB for an exercise price of [REDACTED] Dollars ([REDACTED]) for an option term of twenty (20) years (the "Sinclair Option"). The Sinclair Option shall be freely assignable. The form of the Sinclair Option is attached hereto as Exhibit D.

2.2. Immediately following Assignee's acquisition of the Common Stock, WTTO, Inc. and WDBB-TV, Inc. shall enter into First Amendment to Programming Services Agreement which is attached hereto as Exhibit E.

3. **Representations.**

3.1. **By Assignor.** The Assignor hereby represents and warrants to the Assignee that:

(a) the Assignor has not heretofore assigned, transferred, or encumbered any of its rights under the Options and the Options are in full force and effect and have not expired, been terminated, gone in to default or have any restriction thereon;

(b) no Exercise Notice (as defined in the Options) has been delivered by the Assignor, and the Closing (as defined in the Options) on the sale and purchase of the Common Stock pursuant to the Options and/or on any other matters contemplated by the Options has not occurred;

(c) the Promissory Note dated January 18, 1995, executed by WDBB to the order of Channel 17 Associates, Ltd., an Alabama partnership, in the original principal amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) (the "Note") has been paid in full and there are no further obligations or liabilities under the Note;

(d) the "H&P Note" described in Section 7(c) of each of the Heftel Option and the Parmer Option, a copy of which is attached as Exhibit 2 thereto, has been paid in full, and there are no further obligations or liabilities due under the H&P Note;

(e) the total purchase price that Assignee will have to pay to acquire the Common Stock pursuant to the exercise and closing of the Options will not exceed [REDACTED] Dollars (\$ [REDACTED]) (the "Common Stock Purchase Price"); and

(f) the Assignor has the full and complete legal right and authority to make the Assignment.

3.2. **By Each Party.** Each party hereto hereby represents and warrants to the other that it has been duly authorized to execute and deliver this Agreement, and to perform its respective obligations hereunder.

4. **Right to Rescind.** Assignee agrees to exercise the Options within five (5) days of this agreement. In the event Assignee has not exercised the Options within five (5) days from the date of this Agreement, Assignor shall have the right to require Assignee to assign the Options back to Assignor.

5. **Responsibility of Annual Payments.** Assignor shall reimburse Assignee for all payments made by Assignee pursuant to Section 7(b) of the Options.

6. **Miscellaneous.**

6.1. **Effectiveness.** Subject to the provisions hereof, this Agreement shall become effective on and only on its execution and delivery by each party hereto.

6.2. **Complete Understanding.** This Agreement represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto with respect to the matters stated herein.

6.3. **Amendment.** This Agreement may be amended by and only by an instrument executed and delivered by each party hereto.

6.4. **Waiver.** No party hereto shall have been deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly in writing and, without limiting the generality of the foregoing, no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise. No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other instance or any other such right.

6.5. **Governing Law.** This Agreement shall be given effect and construed by the application of the law of the State of Maryland.

6.6. **Headings.** The headings of the sections, subsections, paragraphs, and subparagraphs hereof are only for convenience of reference and shall not be considered in construing their contents.

6.7. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

6.8. **Severability.** No determination by any court, governmental body, or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the ability or enforceability of (a) any other provision hereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed whenever possible as being consistent with, applicable law.

6.9. **Exhibits.** Each writing or description referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

6.10. **Further Assurances.** From time to time, prior to, at, and after this Agreement, each party hereto will execute all such instruments and take all such actions as the other party hereto, being advised by counsel, shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof, and all transactions and things contemplated by this Agreement, the execution and delivery of any and all confirmatory and other instruments, and any and all actions which may be reasonably necessary to complete the transactions contemplated hereby.

6.11. **Effect.** Notwithstanding any other provisions of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations and indemnifications of Assignor and Assignee set forth in the Options, nor shall this Agreement expand or enlarge any remedies under the Options. This Agreement is intended only to effect the transfer of rights, interests and obligations pursuant to the Options and shall be governed entirely in accordance with the terms and conditions of the Options.

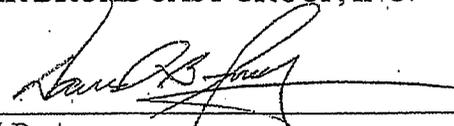
6.12. **Assignment.** Assignor has no right to assign this Agreement. The Assignee may assign its rights under this Agreement with the Assignor's consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary in this Agreement, the parties hereto hereby agree and acknowledge that the Assignee may assign all of its right, title and interest to this Agreement as collateral security in favor of its lenders (or their agent or trustee) as secured parties, and such secured parties may exercise any of their rights or remedies with respect to such collateral security without regard to the existence of this Agreement or any transfer or other restrictions set forth herein.

6.13. Indemnification. Assignor agrees to indemnify and hold Assignee harmless for any amounts due and payable by Assignee to acquire the Common Stock pursuant to the Options in excess of the Common Stock Purchase Price.

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SIGNATURES ON FOLLOWING PAGE]

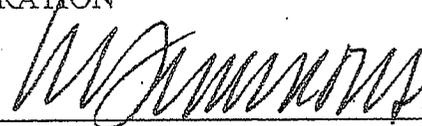
IN WITNESS WHEREOF, each party hereto has executed and sealed this Agreement or caused it to be executed and sealed on its behalf by its duly authorized representatives on the day and year first above written.

SINCLAIR BROADCAST GROUP, INC.

By: 

David B. Amy,
Executive Vice President

CUNNINGHAM BROADCASTING
CORPORATION

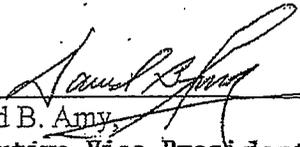
By: 

Robert L. Simmons,
President

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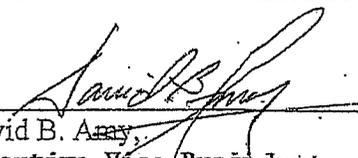
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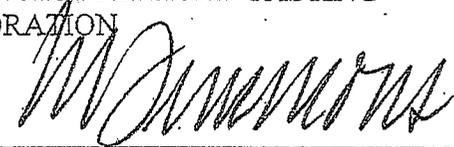
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By: _____


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Executive Vice President

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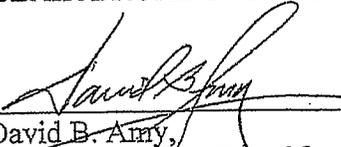
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CUNNINGHAM BROADCASTING
CORPORATION

By: _____

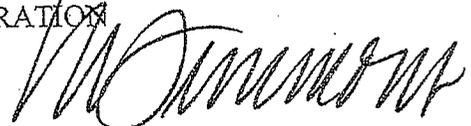

Robert L. Simmons,
President

EXHIBIT A

EXECUTION COPY

two OF two COPIES

D&C, LLC OPTION (Alternative)

COMMON STOCK OPTION
FOR COMMON VOTING STOCK OF
WDBB-TV, INC.

This Common Stock Option (this "Option") is entered into this 9th day of November 1995 (the "Option Grant Date"), by and between D&C, L.L.C., an Alabama limited liability company ("D&C") and Sinclair Broadcast Group, Inc. ("Holder"):

RECITALS

D&C owns ten percent (10%) of the issued and outstanding stock of WDBB-TV, Inc., an Alabama corporation ("WDBB") which operates WDBB-TV, Channel #17, in Tuscaloosa, Alabama (the "Station"). The Holder, through its wholly-owned subsidiary WTTO, Inc., has entered into an Asset Purchase Agreement dated November 7, 1995 (the "Asset Purchase Agreement"), with WDBB for the purpose of acquiring certain assets used in connection with the business and operation of the Station.

As a condition precedent to the Closing on the Asset Purchase Agreement (as that term is defined therein), D&C has agreed to enter into this Option with the Holder such that upon the occurrence of the Option Closing Date (as defined in Section 6 hereof) and the occurrence of certain other option closing dates of two other common stock options (as the option closing dates are defined therein) with Carl Parmer and Cecil Heftel (the "Parmer

Option" and the "Heftel Option" respectively), the Holder will directly or indirectly own one hundred percent (100%) of the issued and outstanding stock of WDBB.

1. Option Grant. D&C hereby grants to Holder, subject to the terms and conditions hereinafter set forth, the option to purchase an aggregate of one hundred (100) shares of common stock, One Dollar (\$1.00) par value (the "Common Stock") of WDBB as shall, immediately upon the exercise of this Option by the Holder and the transfer of the Common Stock pursuant hereto, vest in the Holder title to and beneficial ownership in the Common Stock.

2. Condition Precedent to Exercise. The parties hereto do not intend for the grant of this Option or any of the other undertakings contemplated hereby to violate any of the current rules, regulations, or policies of the Federal Communications Commission ("FCC"). Therefore, this Option may only be exercised by the Holder in the event the transactions contemplated by this Option are in compliance with the rules, regulations and policies of the FCC then existing.

3. Termination Date. Unless sooner terminated for failure of Holder to make the payments described in Section 7 herein, Holder may exercise the Option within five (5) calendar years from the Option Grant Date (the "Initial Exercise Period") (or as the Initial Exercise Period may be extended under Section 7 hereof) and upon the failure of Holder to deliver the Exercise Notice (as defined in Section 5 hereof) within the Exercise Period, the Option shall expire; provided, however, that the Closing (as defined in

Section 6 hereof) on this Option may take place after the expiration of the Exercise Period as long as Holder has delivered the Exercise Notice to D&C in accordance with Section 5 prior to the expiration of the Exercise Period.

4. No Partial Exercise. This Option may only be exercised by Holder for all, but not less than all, of the Common Stock.

5. Method of Exercise. In order to exercise this Option, Holder must deliver to D&C written notice ("Exercise Notice") of Holder's intention to so exercise by delivering to D&C a notice substantially in the form attached hereto as Exhibit 1, duly executed. The date upon which any Exercise Notice shall be delivered shall be referred to as the "Exercise Date". Holder may withdraw any Exercise Notice prior to the Option Closing Date (as that term is defined in Section 6 hereof) by written notice of that effect to D&C. Upon withdrawal of any Exercise Notice, Holder shall reimburse D&C for all reasonable out-of-pocket expenses including, without limitation, reasonable attorney's fees incurred by D&C and WDBB in connection with their compliance with Section 10(a)(ix) of this Option with respect to such Exercise Notice. Nothing contained in this Section 5 shall or is meant to prohibit Holder from subsequently exercising the Option during the Exercise Period after any such withdrawal.

6. Closing. The closing of the acquisition of the Common Stock after delivery of the Exercise Notice (the "Closing") shall be on a business day no later than thirty (30) days subsequent to the date the grant by the FCC of all approvals to the transfer of

control of WDBB to Holder, its subsidiary, or assignee, shall have become "final" without any condition or qualification materially adverse to Holder. For purposes of this Option, "final" shall mean action by the FCC as to which no further steps (including those of appeal or certiorari), can be taken at any action or proceeding to review, modify, or set the determination aside whether under Section 402 or 405 of the Communications Act of 1934, or otherwise; provided, however, that D&C and Holder agree to waive the necessity of a "final" grant as provided in this Section 6 and proceed to closing on "Initial Grant" (as defined below) as long as Holder has received any necessary consents and approvals of Holder's then-existing lenders, which consents and approvals Holder shall use its best efforts to obtain. "Initial Grant" shall be defined for purposes of this Option as the date of the publication of the FCC "Public Notice" announcing the grant of the "Assignment Application(s)" for transfer of control of WDBB to Holder or its subsidiary or assignee, which contains no conditions materially adverse to Holder. The terms "Public Notice" and "Assignment Application(s)" have the same meaning herein as are generally given to such terms under existing FCC rules, regulations, and procedures.

Notwithstanding anything to the contrary in the immediately preceding paragraph, in the event it becomes unnecessary to seek or receive consent from the FCC to the transfer of control of WDBB

to Holder, its subsidiary or assignee, then Closing shall occur within thirty (30) days of the exercise of this Option by Holder.

For purposes of this Option, the "Option Closing Date" shall mean the day upon which the Closing occurs.

7. Consideration Price.

(a) Holder shall pay D&C an option grant price (the "Option Grant Price") equal to One Million Thirty Thousand Five Hundred Dollars (\$1,030,500.00) payable on the Option Grant Date.

(b) In addition to the payments provided in Section 7(a), as additional consideration for the grant of this Option, Holder shall pay to D&C annually the following option grant installments (the "Option Grant Installments") on or before the below specified dates (the "Option Anniversary Date(s)"):

(i) In the Year 1996

On or before January 15, 1996	\$21,000
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(ii) In the Year 1997

On or before January 15, 1997	\$21,000
On or before the 2nd anniversary of the Option Grant Date	\$70,000

(iii) In the Year 1998

On or before January 15, 1998	\$21,000
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(iv) In the Year 1999

On or before January 15, 1999	\$21,000
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(v) In the Year 2000

~~On or before~~
January 15, 1999 \$105,000

On or before the expiration of the Initial Exercise Period, the Holder may elect to give D&C written notice of its intent to extend this Option for an additional five (5) years (the "Extended Exercise Period") (the Initial Exercise Period and the Extended Exercise Period are sometimes collectively referred to herein as the "Exercise Period"). On each anniversary date of the Option Grant Date occurring during the Extended Option Period and until the tenth (10th) anniversary date of the Option Grant Date, the Holder shall pay to D&C Three Thousand One Hundred Fifteen Dollars (\$3,115.00) annually; provided, however, for any given year in which the Closing occurs, the Holder shall not be liable to D&C for any payments not yet due and payable; and provided, further, the Holder shall pay D&C in the year this Option is exercised, on the Option Closing Date, the sum obtained by multiplying seven percent (7%) times Forty Four Thousand Five Hundred Dollars (\$44,500.00) and multiplying the product thereof times the fraction obtained by dividing the actual number of days elapsed since the prior Option Anniversary Date Payment by three hundred sixty-five (365).

(c) In addition to the payments set forth in Sections 7(a) and 7(b) above, on the Option Closing Date, Holder shall pay to D&C an option exercise price (the "Option Exercise Price") equal to Forty Four Thousand Five Hundred Dollars (\$44,500.00).

All sums payable by Holder under this Section 7 shall be paid to D&C by wire transfer in immediate available funds to an account designated by D&C.

8. Deliveries by the Parties at Option Grant and Option Closing.

(a) Deliveries by D&C on the Option Grant Date. On this Option Grant Date, D&C has delivered to Holder such customary documentation reasonably satisfactory to Holder and its counsel in order to effect the transaction contemplated by this Option, including, without limitation, the following:

(i) a certificate as to the existence and good standing of D&C issued by the Alabama Secretary of State ("ASS") and dated on or after the 5th day prior to this Option Grant Date, certifying as to the incorporation and good standing of D&C in such jurisdiction;

(ii) a receipt for the Option Grant Price;

(iii) a certificate signed by the managing member of D&C and the President and Secretary of WDBB certifying as to (1) the equity ownership (both in terms of number of shares owned and percentage of total ownership) of D&C in WDBB; and (2) the names and equity ownership (both in terms of number of shares owned and percentage of total ownership) of all other owners of equity in WDBB;

(iv) opinions of counsel to D&C and WDBB as to the accuracy of 8(a)(i) and (a)(iii) above; and

(v) such other documents as Holder may reasonably request.

(b) Deliveries by Holder on the Option Grant Date. On this Option Grant Date, Holder has delivered to D&C the Option Grant Price as provided in Section 7(a) and such instruments and other customary documentation reasonably satisfactory to D&C and its counsel in order to effect the transactions contemplated by this Option, including, without limitation the following:

(i) a certified copy of resolutions or proceedings of Holder authorizing the consummation of the transactions contemplated by this Option;

(ii) a certificate issued by the Maryland Department of Assessments and Taxation dated on or after to the 5th day prior to this Option Grant Date certifying as to the incorporation and good standing of Holder in Maryland; and

(iii) such further documents that D&C may reasonably request.

8.A. Deliveries on the Option Closing Date. All actions at the Closing shall be deemed to occur simultaneously, and no document or payment shall be deemed to be delivered or made until all documentation or payments are delivered or made to the reasonable satisfaction of Holder, D&C and their respective counsel.

(a) Deliveries by D&C on the Option Closing Date. At the Closing, D&C shall deliver to Holder such instruments of conveyance

and other customary documentation which shall in form and substance be reasonably satisfactory to Holder and its counsel, including, without limitation, the following:

- (i) a receipt for the Option Exercise Price;
- (ii) a certificate as to the existence and good standing of D&C issued by the ASS dated shortly before the Option Closing Date;
- (iii) a certificate or certificates for the Common Stock, duly endorsed by D&C to Holder together with such stock powers endorsed in blank as may be requested by Holder, and with such other documentation as Holder deems legally necessary to transfer title to and beneficial ownership in the Common Stock into the name of Holder;
- (iv) a certificate signed by D&C and the President and Secretary of WDBB certifying as to (1) the equity ownership (both in terms of number of shares owned and percentage of total ownership) of D&C in WDBB; and (2) the names and equity ownership (both in terms of number of shares owned and percentage of total ownership) of all other owners of equity in WDBB;
- (v) opinions of counsel to D&C and WDBB as to the accuracy of 8A(a)(ii) and (a)(iv) above; and
- (vi) such other documents that Holder shall reasonably request.

(b) Deliveries by Holder on the Option Closing Date. At the Closing, Holder shall deliver to D&C the Option Exercise Price and such instruments of assumption and other customary documentation as

shall in form and substance be reasonably satisfactory to D&C and its counsel, including, without limitation, the following:

(i) the Option Exercise Price which shall be delivered in the manner set forth in Section 7;

(ii) a certificate as to the existence and good standing of Holder issued by the Department of Assessments and Taxation of Maryland shortly before the Option Closing Date; and

(iii) such other documents as D&C shall reasonably request.

(c) Payment of Seller Note. On the Option Closing Date, Holder shall pay or cause WDBB to pay in full all amounts owed by WDBB, if any, under the Seller Note, as hereinafter defined.

9. Representations and Warranties of D&C. As an inducement to the Holder to enter into this Option, D&C represents and warrants to the Holder, as of the Option Grant Date and as of the Option Closing Date, the following:

(a) D&C is the sole beneficial owner of the Common Stock and has the sole unrestricted (excluding restrictions imposed by federal and state securities laws) right to enter into this Option and sell the Common Stock to the Holder.

(b) The Common Stock is validly issued, fully paid and non-assessable, free from and clear of all restrictions, liens, security interests and encumbrances, except for the pledge of such Common Stock alleged to exist to the holder of the Seller Note as hereinafter defined (the "Permitted Encumbrance").

(c) The Common Stock represents ten percent (10%) of all of WDBB's issued and outstanding shares (whether common, preferred, voting, or non-voting) and all of WDBB's shares (whether common, preferred, voting, or non-voting) owned at such time by D&C.

(d) D&C does not own or have rights in or to any stock options, stock appreciation rights, warrants, convertible debt instruments or securities or any other rights to purchase or own any equity of WDBB in addition to that equity of WDBB evidenced by the Common Stock.

(e) Upon transfer of the Common Stock to Holder pursuant to the terms hereof, D&C shall transfer and the Holder shall receive good and marketable title to, and beneficial ownership in, the Common Stock free from and clear of all liens, security interests, and encumbrances.

(f) The grant of the Option shall not constitute a default under any instrument, contract or other agreement to which D&C is or shall be a party.

(g) D&C is a limited liability company duly organized validly existing, and in good standing under the laws of the State of Alabama. D&C has the requisite power and authority to enter into the transaction contemplated hereby and to consummate the transactions contemplated by this Option.

(h) All actions or proceedings necessary to be taken by on the part of D&C with connection with the execution and delivery of this Option and the consummation of the transactions contemplated hereby and necessary to make the same effective have been duly and validly

taken. This Option has been duly and validly authorized, executed, and delivered by D&C, and constitutes its valid and binding agreement, enforceable in accordance with and subject to its terms, accept as limited by laws effecting the enforcement of creditors' rights or contractual obligations generally.

(i) The execution and delivery by D&C by this Option, or the consummation by D&C of the transactions contemplated hereby, will not constitute or, with the giving of notice or the passage of time or both, would constitute a violation of or conflict with or result in any breach of or any default under any of the terms, conditions, or provisions, of any judgment, law or regulation or D&C's Articles of Organization or Operating Agreement, or any contract, agreement, or instrument to which D&C is a party or by which it is bound.

9A. Representations and Warranties of Holder. As an inducement to D&C to enter into this Option, Holder represents and warrants to D&C, as of the Option Grant Date and as of the Option Closing Date, the following:

(a) Holder is a corporation duly organized validly existing, and in good standing under the laws of the State of Maryland. Holder has the requisite power and authority to enter into the transactions contemplated hereby and to consummate the transactions contemplated by this Option and is qualified to do business in the State of Alabama.

(b) All corporate actions or proceedings necessary to be taken by on the part of Holder in connection with the execution and delivery of this Option and the consummation of the transactions

contemplated hereby and necessary to make the same effective have been duly and validly taken. This Option has been duly and validly authorized, executed, and delivered by Holder, and constitutes its valid and binding agreement, enforceable in accordance with and subject to its terms, except as limited by laws affecting the enforcement of creditors' rights or contractual obligations generally.

(c) Neither the execution and delivery by Holder of this Option, nor the consummation by Holder of the transactions contemplated hereby, will constitute or, with the giving of notice or the passage of time or both, would constitute a violation of or conflict with or result in any breach of or any default under any of the terms, conditions, or provisions, of any judgment, law or regulation or Holder's certificate of incorporation or by-laws, or any contract, agreement, or instrument to which Holder is a party or by which it is bound.

10. Covenants. During the term of this Option and until title to and beneficial ownership in the Common Stock transfers to Holder, D&C covenants and agrees as follows:

(a) Affirmative Covenants.

(i) to undertake any and all reasonable actions and comply with all reasonable requests of Holder delivered to D&C in writing which in any way pertain to the delivery of the Common Stock and the transfer of title to and beneficial ownership therein to the Holder upon the exercise of the Option;

(ii) to pay all state, federal, and local taxes when due and on a current basis except to the extent any such fees are the subject of a good faith challenge by D&C;

(iii) to undertake any and all actions which Holder may reasonably deem both necessary and appropriate to preserve D&C's title to and beneficial ownership in the Common Stock as well as the Holder's rights to acquire the Common Stock pursuant to the terms of this Option;

(iv) to keep the Common Stock and D&C's title thereto and beneficial ownership therein free from and clear of all restrictions, liens, claims, security interests, and encumbrances, except for the Permitted Encumbrance;

(v) to transfer title to and beneficial ownership in the Common Stock to the Holder, upon the exercise of this Option, free from and clear of all restrictions, liens, claims, security interests, and encumbrances;

(vi) to cause the Certificate or Certificates evidencing the Common Stock to be endorsed restrictively as follows:

"This Certificate and the ownership thereof is subject to a Common Stock Option Agreement dated November 9, 1995 which restricts the transfer of this Certificate and of the Common Stock evidenced thereby. A copy of the Common Stock Option Agreement is maintained for review at the offices of WDBB.";

(vii) to cause and cooperate in the filing of all application(s) (the "Application(s)") to renew the Station's FCC

license and broadcast authorities ("FCC Authorizations");

(viii) to cause and cooperate in the taking of all commercially reasonable steps to prosecute and defend such Application(s) to a successful conclusion resulting in renewal of the FCC Authorizations on terms no less favorable than those existing prior to the renewal process;

(ix) upon receipt of an Exercise Notice to take all appropriate action to cause WDBB and D&C, and the other shareholders of WDBB to file promptly all Application(s) for the transfer of control of WDBB to Holder, or to its subsidiary or assignee, as the case may be, and take all commercially reasonable steps to prosecute and defend such Application(s) to a successful conclusion resulting in the transfer of control of WDBB to Holder or its subsidiary or assignee; and

(x) to cause, in its capacity as a shareholder of WDBB, to cause WDBB to pay when due all payments due under that certain Promissory Note dated January 18, 1995 executed by WDBB to the order of Channel 17 Associates, Ltd., an Alabama partnership, in the original principal amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) (the "Seller Note") and to take all reasonable action to cause WDBB to avoid any monetary or non-monetary default thereunder.

(b) Negative Covenants.

(i) not to transfer or cause to be transferred any of the Common Stock or its beneficial ownership interest therein during the term of this Option except to Holder;

(ii) not to acquire any additional securities or the rights to acquire additional securities of WDBB;

(iii) not to undertake, initiate, support and/or vote as a shareholder of WDBB for any action which would cause WDBB to sell, lease, transfer, convey or encumber any and all of the assets of WDBB; and

(iv) not to undertake, initiate, support and/or vote as a shareholder of WDBB for any action which would cause WDBB to incur any debt or other liability other than that existing on the Option Grant Date, or to modify, amend or otherwise extend the payment terms of the Seller Note.

11. Dividends. All cash dividends upon the Common Stock between the Option Grant Date and the expiration of this Option shall belong and be payable to D&C absolutely.

12. Survival of Option on Certain Additional Events. This Option shall survive any consolidation of D&C with, or merger of D&C into, any corporation; any share exchange as defined in the Corporations and Associations Article of the Annotated Code of Maryland; any transfer of all or substantially all of the assets of D&C; or the termination of the Operating Agreement of D&C, dissolution, liquidation, or winding up of D&C;

13. Transferability. This Option may be assigned, pledged, hypothecated, sold, or otherwise transferred or encumbered in the

sole discretion of the Holder with or without notice thereof to D&C or WDBB.

14. Notices. All notices, demands, and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, or five (5) days after deposited in the mail, prepaid registered or certified mail, addressed as follows:

IF TO D&C, B.L.C.: David R. DuBose
7700 Carpenter Freeway
Dallas, Texas 75247

WITH COPY TO: Frederick Gartside, Esquire
Jeffer, Mangels, Butler & Marmaro
2121 Avenue of the Stars, 10th Floor
Los Angeles, California 90067-5010

or at such other address as D&C may designate by notice to the Holder, and

IF TO HOLDER: Sinclair Broadcast Group, Inc.
2000 W. 41st Street
Baltimore, Maryland 21211

Attn: David D. Smith

WITH COPY TO: Steven A. Thomas, Esquire
Thomas & Libowitz, P.A.
USF&G Tower, Suite 1100
100 Light Street
Baltimore, Maryland 21202-1053

or at such other address as the Holder may designate by notice to D&C.

15. Governing Law. This Option shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

16. Successors and Assigns. All of the provisions of this Option shall be binding upon D&C and its successor and assigns, the Corporation, and its successors and assigns, and the Holder, and its successors and assigns.

17. Entire Agreement. This Option shall supersede all prior agreements between the parties relating to its subject matter, and there are no other agreements or understandings between them concerning its subject matter hereof.

18. Counterparts. This Option may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. FCC Approvals. Since Holder has no right to acquire the Common Stock without FCC review, consent and approval and since no transfer of control, as contemplated by existing FCC rules, regulations or policies is currently contemplated or intended hereby, the parties hereto have not made nor do they intend to make any requests for review by or filings with the FCC in connection with this Option. If it is later determined by D&C or Holder that any of the transactions contemplated by this Option are subject to FCC review consent and/or approval, the parties agree to cooperate with each other and expeditiously file for and seek to obtain all necessary FCC approvals and consents, including, but not limited to, the filing of any appropriate FCC applications seeking a change

of control or other modification to the ownership of the Station. Any and all costs associated with any FCC filing or applications will be shared equally between the Holder and D&C.

20. Injunctive Relief. This Option is unique in nature and, as such, D&C recognizes that Holder may not have an adequate remedy of law in the event D&C breaches his obligations under this Option. Accordingly, D&C agrees that Holder may, in addition to and in conjunction with any other available remedy, obtain an injunction and/or to seek specific performance against D&C to enforce D&C's duties and responsibilities as well as its rights hereunder.

21. Further Assurances. From time to time prior to, at, and after the Closing Date, each party hereto will execute all such instruments and take all such actions as the other party being advised by counsel shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof, and all transactions and things contemplated by this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Option to be signed under seal as of the date first above written.

WITNESS/ATTEST:

D&C, L.L.C., an Alabama limited liability company:

By: _____ (SEAL)

HOLDER:

SINCLAIR BROADCAST GROUP, INC.


Secretary

By:  (SEAL)
President

IN WITNESS WHEREOF, the parties hereto have caused this Option to be signed under seal as of the date first above written.

WITNESS/ATTEST:

D&C, L.L.C., an Alabama limited liability company:

[Handwritten Signature]

BY: [Handwritten Signature] (SEAL)

HOLDER:

SINCLAIR BROADCAST GROUP, INC.

[Handwritten Signature]
Secretary

BY: [Handwritten Signature] (SEAL)
President

EXHIBIT 1

[SBG LETTERHEAD]

{Date}

Mr. David R. DuBose
D&C, L.L.C.
7700 Carpenter Freeway
Dallas, Texas 75247

Re: Common Stock Option For Common Voting Stock of
WDBB-TV, Inc. ("WDBB") by and between D&C, L.L.C.
("D&C") and Sinclair Broadcast Group, Inc. ("SBG")
dated as of November 9, 1995 (the "Option")

Dear Mr. DuBose:

Pursuant to the terms and conditions of Section 5 of the Option, the undersigned hereby exercises its right to acquire one hundred (100) shares of common voting stock of WDBB. Closing on this transaction will shall take place in accord with the provisions of Section 6 of the Option. Please prepare all necessary documentation necessary for closing pursuant to the Option.

SINCLAIR BROADCAST GROUP, INC.

By:

David D. Smith, President
Sinclair Broadcast Group, Inc.
2000 W. 41st Street
Baltimore, Maryland 21211

cc: Frederick Gartside, Esquire
Mr. David B. Amy
Clinton R. Black, Esquire

SINCLAIR BROADCAST GROUP

April 13, 2000

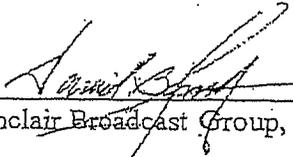
AIRBORNE EXPRESS

Mr. David R. DuBose
2301 First Avenue
Suite 102
Birmingham, AL 35203

Dear Mr. DuBose;

Pursuant to Section 7(b) of the Common Stock Option for Common Voting Stock of WDBB-TV, Inc. dated November 9, 1995, between D&C, LLC and Sinclair Broadcast Group, Inc. (the "Agreement"), we hereby give you written notice that we are extending our option, for an additional five (5) years, to acquire one hundred (100) shares of common voting stock of WDBB-TV, Inc.

Sincerely yours,

By: 
Sinclair Broadcast Group, Inc.

cc: Frederick Gärtside, Esq.
Jaffer, Mangells, Butler & Marmara
2121 Avenue of the Stars, 10th Floor
Los Angeles, CA 90067-5010

EXHIBIT B

EXHIBIT

EX-101(2) OF 101(2) COPIES

PARMER OPTION (Alternative)

COMMON STOCK OPTION FOR COMMON VOTING STOCK OF H AND P COMMUNICATIONS, INC.

This Common Stock Option (this "Option") is entered into this 9th day of November 1995 (the "Option Grant Date"), by and between Carl Parmer ("Parmer") and Sinclair Broadcast Group, Inc. ("Holder"):

RECITALS

Parmer is a fifty percent (50%) Stockholder in H and P Communications, Inc., a Nevada corporation (the "Corporation") which owns ninety percent (90%) of the issued and outstanding stock of WDBB-TV, Inc., an Alabama corporation ("WDBB") which operates WDBB-TV, Channel 17, in Tuscaloosa, Alabama (the "Station"). The Holder, through its wholly-owned subsidiary WTTO, Inc., has entered into an Asset Purchase Agreement dated November 7, 1995 (the "Asset Purchase Agreement"), with WDBB for the purpose of acquiring certain assets used in connection with the business and operation of the Station.

As a condition precedent to the Closing on the Asset Purchase Agreement (as that term is defined therein), Parmer has agreed to enter into this Option with the Holder such that upon the occurrence of the Option Closing Date (as defined in Section 6 hereof) and the occurrence of certain other option closing dates of two other common stock options (as the option closing dates are defined therein) with Cecil Heftel and D&C, L.L.C. (the "Heftel

Option" and the "D&C Option" respectively), the Holder will directly or indirectly own one hundred percent (100%) of the issued and outstanding stock of WDBB.

1. Option Grant. Parmer hereby grants to Holder, subject to the terms and conditions hereinafter set forth, the option to purchase an aggregate of one thousand (1,000) shares of common stock, no par value (the "Common Stock") of the Corporation as shall, immediately upon the exercise of this Option by the Holder and the transfer of the Common Stock pursuant hereto, vest in the Holder title to and beneficial ownership in the Common Stock.

2. Condition Precedent to Exercise. The parties hereto do not intend for the grant of this Option or any of the other undertakings contemplated hereby to violate any of the current rules, regulations, or policies of the Federal Communications Commission ("FCC"). Therefore, this Option may only be exercised by the Holder in the event the transactions contemplated by this Option are in compliance with the rules, regulations and policies of the FCC then existing.

3. Termination Date. Unless sooner terminated for failure of Holder to make the payments described in Section 7 herein, Holder may exercise the Option within five (5) calendar years from the Option Grant Date (the "Initial Exercise Period") (or as the Initial Exercise Period may be extended under Section 7 hereof) and upon the failure of Holder to deliver the Exercise Notice (as defined in Section 5 hereof) within the Exercise Period, the Option shall expire; provided, however, that the Closing (as defined in Section 6 hereof) on this Option may take place after the

expiration of the Exercise Period as long as Holder has delivered the Exercise Notice to Parmer in accordance with Section 5 prior to the expiration of the Exercise Period.

4. No Partial Exercise. This Option may only be exercised by Holder for all, but not less than all, of the Common Stock.

5. Method of Exercise. In order to exercise this Option, Holder must deliver to Parmer written notice ("Exercise Notice") of Holder's intention to so exercise by delivering to Parmer a notice substantially in the form attached hereto as Exhibit 1, duly executed. The date upon which any Exercise Notice shall be delivered shall be referred to as the "Exercise Date". Holder may withdraw any Exercise Notice prior to the Option Closing Date (as that term is defined in Section 6 hereof) by written notice of that effect to Parmer. Upon withdrawal of any Exercise Notice, Holder shall reimburse Parmer for all reasonable out-of-pocket expenses including, without limitation, reasonable attorney's fees incurred by Parmer and the Corporation in connection with their compliance with Section 10(a)(viii) of this Option with respect to such Exercise Notice. Nothing contained in this Section 5 shall or is meant to prohibit Holder from subsequently exercising the Option during the Exercise Period after any such withdrawal.

6. Closing. The closing of the acquisition of the Common Stock after delivery of the Exercise Notice (the "Closing") shall be on a business day no later than thirty (30) days subsequent to the date the grant by the FCC of all approvals to the transfer of control of WDBB to Holder, its subsidiary, or assignee, shall have become "final" without any condition or qualification materially

adverse to Holder. For purposes of this Option, "final" shall mean action by the FCC as to which no further steps (including those of appeal or certiorari), can be taken at any action or proceeding to review, modify, or set the determination aside whether under Section 402 or 405 of the Communications Act of 1934, or otherwise; provided, however, that Parmer, the Corporation, and Holder agree to waive the necessity of a "final" grant as provided in this Section 6 and proceed to closing on "Initial Grant" (as defined below) as long as Holder has received any necessary consents and approvals of Holder's then-existing lenders, which consents and approvals Holder shall use its best efforts to obtain. "Initial Grant" shall be defined for purposes of this Option as the date of the publication of the FCC "Public Notice" announcing the grant of the "Assignment Application(s)" for transfer of control of WDBB to Holder or its subsidiary or assignee, which contains no conditions materially adverse to Holder. The terms "Public Notice" and "Assignment Application(s)" have the same meaning herein as are generally given to such terms under existing FCC rules, regulations, and procedures.

Notwithstanding anything to the contrary in the immediately preceding paragraph, in the event it becomes unnecessary to seek or receive consent from the FCC to the transfer of control of WDBB to Holder, its subsidiary or assignee, then Closing shall occur within thirty (30) days of the exercise of this Option by Holder.

For purposes of this Option, the "Option Closing Date" shall mean the day upon which the Closing occurs.

7. Consideration Price.

(a) Holder shall pay Parmer an option grant price (the "Option Grant Price") equal to Five Million One Hundred Fifty Two Thousand Five Hundred Dollars (\$5,152,500) payable on the Option Grant Date.

(b) In addition to the payments provided in Section 7(a), as additional consideration for the grant of this Option, Holder shall pay to Parmer annually the following option grant installments (the "Option Grant Installments") on or before the below specified dates (the "Option Anniversary Date(s)"):

(i) In the Year 1996

On or before
January 15, 1996 \$94,500

(ii) In the Year 1997

On or before
January 15, 1997 \$94,500

On or before
the 2nd anniversary of
the Option Grant Date \$315,000

(iii) In the Year 1998

On or before
January 15, 1998 \$94,500

(iv) In the Year 1999

On or before
January 15, 1999 \$94,500

(v) In the Year 2000

On or before
January 15, 1999 \$472,500

On or before the expiration of the Initial Exercise Period, the Holder may elect to give Parmer written notice of its intent to extend this Option for an additional five (5) years (the "Extended

Exercise Period") (the Initial Exercise Period and the Extended Exercise Period are sometimes collectively referred to herein as the "Exercise Period"). On each anniversary date of the Option Grant Date occurring during the Extended Option Period and until the tenth (10th) anniversary date of the Option Grant Date, the Holder shall pay to Parmer Five Thousand Nine Hundred Fifty Dollars (\$5,950.00) annually; provided, however, for any given year in which the Closing occurs, the Holder shall not be liable to Parmer for any payments not yet due and payable; and provided, further, the Holder shall pay Parmer in the year this Option is exercised, on the Option Closing Date, the sum obtained by multiplying seven percent (7%) times Eighty Five Thousand Dollars (\$85,000.00) and multiplying the product thereof times the fraction obtained by dividing the actual number of days elapsed since the prior Option Anniversary Date Payment by three hundred sixty-five (365).

(c) In addition to the payments set forth in Sections 7(a) and 7(b) above, on the Option Closing Date, Holder shall pay to Parmer an option exercise price (the "Option Exercise Price") equal to Eighty Five Thousand Dollars (\$85,000.00) minus fifty percent (50%) of all outstanding amounts owed by the Corporation under that certain note dated January 18, 1995, executed by the Corporation to the order of Cecil Heftel and Parmer (the "H&P Note"), a copy of which is attached hereto as Exhibit 2.

All sums payable by Holder under this Section 7 shall be paid to Parmer by wire transfer in immediate available funds to an account designated by Parmer.

8. Deliveries by the Parties at Option Grant and Option Closing.

(a) Deliveries by Parmer on the Option Grant Date. On this Option Grant Date, Parmer has delivered to Holder such customary documentation reasonably satisfactory to Holder and its counsel in order to effect the transaction contemplated by this Option, including, without limitation, the following:

(i) a certificate as to the existence and good standing of the Corporation issued by the Nevada Secretary of State ("NSS") and dated on or after the 5th day prior to this Option Grant Date, certifying as to the incorporation and good standing of the Corporation in such jurisdiction;

(ii) a receipt for the Option Grant Price;

(iii) a certificate signed by Parmer and the President and Secretary of the Corporation certifying as to (1) the equity ownership (both in terms of number of shares owned and percentage of total ownership) of Parmer in the Corporation; (2) the equity ownership (both in terms of the number of shares owned and percentage of total ownership) of the Corporation in WDBB; and (3) the names and equity ownership (both in terms of number of shares owned and percentage of total ownership) of all other owners of equity in the Corporation;

(iv) opinions of counsel to the Corporation as to the accuracy of 8(a)(i) and (a)(iii) above; and

(v) such other documents as Holder may reasonably request.

(b) Deliveries by Holder on the Option Grant Date. On this Option Grant Date, Holder has delivered to Parmer the Option Grant Price as provided in Section 7.(a) and such instruments and other customary documentation reasonably satisfactory to Parmer and his counsel in order to effect the transactions contemplated by this Option, including, without limitation the following:

(i) a certified copy of resolutions or proceedings of Holder authorizing the consummation of the transactions contemplated by this Option;

(ii) a certificate issued by the Maryland Department of Assessments and Taxation dated on or after to the 5th day prior to this Option Grant*Date certifying as to the incorporation and good standing of Holder in Maryland; and

(iii) such further documents that Parmer may reasonably request.

8.A. Deliveries on the Option Closing Date. All actions at the Closing shall be deemed to occur simultaneously, and no document or payment shall be deemed to be delivered or made until all documentation or payments are delivered or made to the reasonable satisfaction of Holder, Parmer and their respective counsel.

(a) Deliveries by Parmer on the Option Closing Date. At the Closing, Parmer shall deliver to Holder such instruments of conveyance and other customary documentation which shall in form and substance be reasonably satisfactory to Holder and its counsel, including, without limitation, the following:

(i) a receipt for the Option Exercise Price;

(ii) a certificate as to the existence and good standing of the Corporation issued by the NSS dated shortly before the Option Closing Date;

(iii) a certificate or certificates for the Common Stock, duly endorsed by Parmer to Holder together with such stock powers endorsed in blank as may be requested by Holder, and with such other documentation as Holder deems legally necessary to transfer title to and beneficial ownership in the Common Stock into the name of Holder;

(iv) a certificate signed by Parmer and the President and Secretary of the Corporation certifying as to (1) the equity ownership (both in terms of number of shares owned and percentage of total ownership) of Parmer in the Corporation; (2) the equity ownership (both in terms of the number of shares owned and percentage of total ownership) of the Corporation in WDBB; and (3) the names and equity ownership (both in terms of number of shares owned and percentage of total ownership) of all other owners of equity in the Corporation;

(v) opinions of counsel to the Corporation as to the accuracy of 8A(a)(ii) and (a)(iv) above; and

(vi) such other documents that Holder shall reasonably request.

(b) Deliveries by Holder on the Option Closing Date. At the Closing, Holder shall deliver to Parmer the Option Exercise Price and such instruments of assumption and other customary documentation as shall in form and substance be reasonably

satisfactory to Parmer and his counsel, including, without limitation, the following:

(i) the Option Exercise Price which shall be delivered in the manner set forth in Section 7;

(ii) a certificate as to the existence and good standing of Holder issued by the Department of Assessments and Taxation of Maryland shortly before the Option Closing Date; and

(iii) such other documents as Parmer shall reasonably request.

(c) Payment of H&P Note. Immediately after the Closing, Holder shall cause the Corporation to pay in full all amounts owed by the Corporation under the H&P Note.

(d) Payment of Seller Note. On the Option Closing Date, Holder shall pay or cause WDBB to pay in full all amounts owed by WDBB, if any, under the Seller Note, as hereinafter defined.

9. Representations and Warranties of Parmer. As an inducement to the Holder to enter into this Option, Parmer represents and warrants to the Holder, as of the Option Grant Date and as of the Option Closing Date, the following:

(a) Parmer is the sole beneficial owner of the Common Stock and has the sole unrestricted (excluding restrictions imposed by federal and state securities laws) right to enter into this Option and sell the Common Stock to the Holder.

(b) The Common Stock is validly issued, fully paid and non-assessable, free from and clear of all restrictions, liens, security interests and encumbrances.

(c) The Common Stock represents fifty percent (50%) of all of

the Corporation's issued and outstanding shares (whether common, preferred, voting, or non-voting) and all of the Corporation's shares (whether common, preferred, voting, or non-voting) owned at such time by Parmer.

(d) Parmer does not own or have rights in or to any stock options, stock appreciation rights, warrants, convertible debt instruments or securities or any other rights to purchase or own any equity of the Corporation in addition to that equity of the Corporation evidenced by the Common Stock.

(e) Upon transfer of the Common Stock to Holder pursuant to the terms hereof, Parmer shall transfer and the Holder shall receive good and marketable title to, and beneficial ownership in, the Common Stock free from and clear of all liens, security interests, and encumbrances.

(f) The grant of the Option shall not constitute a default under any instrument, contract or other agreement to which Parmer is or shall be a party.

(g) The stock owned by the Corporation in WDBB constitutes all of the assets owned by the Corporation, and the Corporation neither owns nor maintains any other assets.

(h) The H&P Note constitutes all the outstanding liabilities of the Corporation.

9A. Representations and Warranties of Holder. As an inducement to Parmer to enter into this Option, Holder represents and warrants to Parmer, as of the Option Grant Date and as of the Option Closing Date, the following:

(a) Holder is a corporation duly organized validly existing, and in good standing under the laws of the State of Maryland. Holder has the requisite power and authority to enter into the transactions contemplated hereby and to consummate the transactions contemplated by this Option and is qualified to do business in the State of Alabama.

(b) All corporate actions or proceedings necessary to be taken by on the part of Holder in connection with the execution and delivery of this Option and the consummation of the transactions contemplated hereby and necessary to make the same effective have been duly and validly taken. This Option has been duly and validly authorized, executed, and delivered by Holder, and constitutes its valid and binding agreement, enforceable in accordance with and subject to its terms, except as limited by laws effecting the enforcement of creditors' rights or contractual obligations generally.

(c) Neither the execution and delivery by Holder of this Option, nor the consummation by Holder of the transactions contemplated hereby, will constitute or, with the giving of notice or the passage of time or both, would constitute a violation of or conflict with or result in any breach of or any default under any of the terms, conditions, or provisions, of any judgment, law or regulation or Holder's certificate of incorporation or by-laws, or any contract, agreement, or instrument to which Holder is a party or by which it is bound.

10. Covenants. During the term of this Option and until title to and beneficial ownership in the Common Stock transfers to

Holder, Parmer covenants and agrees as follows:

(a) Affirmative Covenants.

(i) to undertake any and all reasonable actions and comply with all reasonable requests of Holder delivered to Parmer in writing which in any way pertain to the delivery of the Common Stock and the transfer of title to and beneficial ownership therein to the Holder upon the exercise of the Option;

(ii) to pay all state, federal, and local taxes when due and on a current basis except to the extent any such fees are the subject of a good faith challenge by Parmer;

(iii) to undertake any and all actions which Holder may reasonably deem both necessary and appropriate to preserve Parmer's title to and beneficial ownership in the Common Stock as well as the Holder's rights to acquire the Common Stock pursuant to the terms of this Option;

(iv) to keep the Common Stock and Parmer's title thereto and beneficial ownership therein free from and clear of all restrictions, liens, claims, security interests, and encumbrances;

(v) to transfer title to and beneficial ownership in the Common Stock to the Holder, upon the exercise of this Option, free from and clear of all restrictions, liens, claims, security interests, and encumbrances;

(vi) to cause the Certificate or Certificates evidencing the Common Stock to be endorsed restrictively as follows:

"This Certificate and the ownership thereof is subject to a Common Stock Option Agreement dated November 9, 1995 which restricts the transfer of this Certificate

and of the Common Stock evidenced thereby. A copy of the Common Stock Option Agreement is maintained for review at the offices of the Corporation.";

(vii) to, in his capacity as a director and/or officer of the Corporation, cause the Corporation as a shareholder of WDBB:

(y) to file all application(s) (the "Application(s)") to renew the Station's FCC license and broadcast authorities ("FCC Authorizations");

(z) to take all commercially reasonable steps to prosecute and defend such Application(s) to a successful conclusion resulting in renewal of the FCC Authorizations on terms no less favorable than those existing prior to the renewal process; and

(viii) upon receipt of an Exercise Notice to cause WDBB and the Corporation to file promptly all Application(s) for the transfer of control of WDBB to Holder, or to its subsidiary or assignees, as the case may be, and take all commercially reasonable steps to prosecute and defend such Application(s) to a successful conclusion resulting in the transfer of control of WDBB to Holder or its subsidiary or assignee;

(ix) to cause the Corporation in his capacity as an officer, director, or shareholder of the Corporation to pay when due all payments due under the H&P Note in accord with the terms and conditions of the H&P Note and to take all reasonable action to cause the Corporation to avoid any monetary or non-monetary default thereunder;

(x) to cause, in his capacity as an officer and director of WDBB, to cause WDBB to pay when due all payments due under that

certain Promissory Note dated January 18, 1995 executed by WDBB to the order of Channel 17 Associates, Ltd., an Alabama partnership, in the original principal amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) (the "Seller Note") and to take all reasonable action to cause the Corporation to avoid any monetary or non-monetary default thereunder; and

(xi) to contribute to the Corporation on the second anniversary of the Option Grant Date the sum of Three Hundred Fifteen Thousand Dollars (\$315,000.00) as additional paid in capital.

(b) Negative Covenants.

(i) not to transfer or cause to be transferred any of the Common Stock or his beneficial ownership interest therein during the term of this Option except to Holder;

(ii) not to acquire any additional securities or the rights to acquire additional securities of the Corporation;

(iii) not to undertake, initiate, support and/or vote as a director and/or officer of the Corporation for any action which would cause the Corporation to sell, lease, transfer, convey, or encumber any of its assets or, as a shareholder of WDBB, to vote in favor of any sale, lease, transfer, conveyance or encumbrance of any and all of the assets of WDBB;

(iv) not to undertake, initiate, support and/or vote as a director and/or officer of WDBB for any action which would cause WDBB to sell, lease, transfer, convey or encumber any and all of the assets of WDBB;

(v) not to undertake, initiate, support and/or vote as a director and/or officer of the Corporation for any action which would cause the Corporation to incur any debt or other liabilities other than under the terms and conditions of the H&P Note as set forth in Exhibit 2 hereof; and

(vi) not to undertake, initiate, support and/or vote as a director and/or officer of WDBB for any action which would cause WDBB to incur any debt or other liability other than that existing on the Option Grant Date, or to modify, amend or otherwise extend the payment terms of the Seller Note.

11. Dividends. All cash dividends upon the Common Stock between the Option Grant Date and the expiration of this Option shall belong and be payable to Parmer absolutely.

12. Survival of Option on Certain Additional Events. This Option shall survive any consolidation of the Corporation with, or merger of the Corporation into, any other corporation; any share exchange as defined in the Corporations and Associations Article of the Annotated Code of Maryland; any transfer of all or substantially all of the assets of the Corporation; or the dissolution, liquidation, or winding up of the Corporation; and in such event, the Holder shall receive from the Corporation notice of said event ninety (90) days prior to the date which shall be the record date for determining the holders of Common Stock entitled to vote upon such consolidation, merger, share exchange, transfer, dissolution, liquidation, or winding up.

13. Transferability. This Option may be assigned, pledged, hypothecated, sold, or otherwise transferred or encumbered in the

sole discretion of the Holder with or without notice thereof to Parmer or the Corporation.

14. Notices. All notices, demands, and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, or five (5) days after deposited in the mail, prepaid registered or certified mail, addressed as follows:

IF TO CARL PARMER: Mr. Carl Parmer
6767 West Tropicana Avenue
Las Vegas, Nevada 89103

WITH COPY TO: Frederick Gartside, Esquire
Jeffer, Mangels, Butler & Marmaro
2121 Avenue of the Stars, 10th Floor
Los Angeles, California 90067-5010

or at such other address as Parmer may designate by notice to the Holder, and

IF TO HOLDER: Sinclair Broadcast Group, Inc.
2000 W. 41st Street
Baltimore, Maryland 21211

Attn: David D. Smith

WITH COPY TO: Steven A. Thomas, Esquire
Thomas & Libowitz, P.A.
USF&G Tower, Suite 1100
100 Light Street
Baltimore, Maryland 21202-1053

or at such other address as the Holder may designate by notice to Parmer.

15. Governing Law. This Option shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

16. Successors and Assigns. All of the provisions of this Option shall be binding upon Parmer and his heirs and personal representatives, the Corporation, and its successors and assigns, and the Holder, and its successors and assigns.

17. Entire Agreement. This Option shall supersede all prior agreements between the parties relating to its subject matter, and there are no other agreements or understandings between them concerning its subject matter hereof.

18. Counterparts. This Option may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. FCC Approvals. Since Holder has no right to acquire the Common Stock without FCC review, consent and approval and since no transfer of control, as contemplated by existing FCC rules, regulations or policies is currently contemplated or intended hereby, the parties hereto have not made nor do they intend to make any requests for review by or filings with the FCC in connection with this Option. If it is later determined by Parmer or Holder that any of the transactions contemplated by this Option are subject to FCC review consent and/or approval, the parties agree to cooperate with each other and expeditiously file for and seek to obtain all necessary FCC approvals and consents, including, but not limited to, the filing of any appropriate FCC applications seeking a change of control or other modification to the ownership of the

Station. Any and all costs associated with any FCC filing or applications will be shared equally between the Holder and Parmer.

20. Injunctive Relief. This Option is unique in nature and, as such, Parmer recognizes that Holder may not have an adequate remedy of law in the event Parmer breaches his obligations under this Option. Accordingly, Parmer agrees that Holder may, in addition to and in conjunction with any other available remedy, obtain an injunction and/or to seek specific performance against Parmer to enforce Parmer's duties and responsibilities as well as its rights hereunder.

21. Further Assurances. From time to time prior to, at, and after the Closing Date, each party hereto will execute all such instruments and take all such actions as the other party being advised by counsel shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof, and all transactions and things contemplated by this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Option to be signed under seal as of the date first above written.

WITNESS/ATTEST:

PARMER:

CARL PARMER (SEAL)

HOLDER:

SINCLAIR BROADCAST GROUP, INC.

J. Duane Smith

Secretary

By: *David A. Smith* (SEAL)

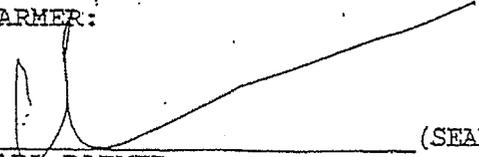
President

IN WITNESS WHEREOF, the parties hereto have caused this Option to be signed under seal as of the date first above written.

WITNESS/ATTEST:

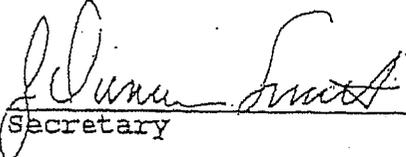
Arthur W. Hunt

PARMER:

 (SEAL)
CARL PARMER

HOLDER:

SINCLAIR BROADCAST GROUP, INC.


Secretary

By:  (SEAL)
President

EXHIBIT 1

Parmer Notice

[SBG LETTERHEAD]

{Date}

Mr. Carl Parmer
6767 West Tropicana Avenue
Las Vegas, Nevada 89103

Re: Common Stock Option For Common Voting Stock of H
and P Communications, Inc. (the "Corporation") by
and between Carl Parmer ("Parmer") and Sinclair
Broadcast Group, Inc. ("SBG") dated as of November
9, 1995 (the "Option")

Dear Mr. Parmer:

Pursuant to the terms and conditions of Section 5 of the
Option, the undersigned hereby exercises its right to acquire one
thousand (1000) shares of common voting stock of the Corporation.
Closing on this transaction will shall take place in accord with
the provisions of Section 6 of the Option. Please prepare all
necessary documentation necessary for closing pursuant to the
Option.

SINCLAIR BROADCAST GROUP, INC.

By:

David D. Smith, President
Sinclair Broadcast Group, Inc.
2000 W. 41st Street
Baltimore, Maryland 21211

cc: Frederick Gartside, Esquire
Mr. David B. Amy
Clinton R. Black, Esquire

H:\GROUPS\CORP\WPS1\CLIENTS\SBG\10130.ALAAAGRS\EXER-NOT.PAR
November 8, 1995

EXHIBIT 2

PROMISSORY NOTE

\$1,200,000

January 18, 1995
Las Vegas, Nevada

1. Principal and Interest. For value received, H and P Communications, Inc., a Nevada corporation (hereinafter referred to as "Maker"), hereby promises to pay to the order of Cecil Heftel and Carl Parmer (hereinafter referred to as "Payees"), at their place of business located at 6767 West Tropicana Avenue, Las Vegas, Nevada 89103, or at such other place as the holder of this Promissory Note (hereinafter referred to as this "Note") may designate in writing, the principal sum equal to \$1,200,000. The unpaid principal balance hereof shall bear interest from the date hereof until paid at a rate equal to five percent (5%) per annum. Interest chargeable hereunder shall be calculated on the basis of a 360 day year for actual days elapsed.
2. Payment. Principal and accrued interest shall be due and payable on demand. All principal and interest shall be payable in lawful money of the United States of America. All amounts paid hereunder shall be applied first to accrued interest and then to principal.
3. Prepayment. Maker shall have the right to prepay all or any portion of the principal hereof at any time without premium or penalty; provided, however, that with any prepayment Maker shall also pay all accrued but unpaid interest on the principal being prepaid.
4. Late Charge. If any payment of principal or interest hereunder is not paid when due, such unpaid amount shall bear interest from the due date until paid at a rate equal to the lesser of 18% per annum or the highest interest rate permitted by law. All payments of such late charges shall be made in lawful money of the United States of America.
5. Waivers. Maker, for itself and its legal representatives, successors and assigns, expressly waives presentment, protest, demand, notice of dishonor, notice of nonpayment, notice of maturity, notice of protest, presentment for the purpose of accelerating maturity, and diligence in collection.
6. Fees and Expenses. Maker agrees to pay reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the holder of this Note in connection with, or related to any action taken to collect this Note, whether or not suit is brought.
7. Modifications in Writing. No waiver or modification of any of the terms or provisions of this Note shall be valid or

binding unless set forth in a writing signed by Maker and Payees, and then only to the extent therein specifically set forth.

8. Governing Law. This Note and all rights and obligations of the undersigned and the holder hereof shall be governed, construed and interpreted in accordance with the internal laws of the State of Nevada.

9. Division of Payments. All payments made hereunder shall be divided equally between Cecil Heftel and Carl Parmer.

H AND P COMMUNICATIONS, INC.

By: _____

Carl Parmer,
Co-Chief Executive Officer

SINCLAIR BROADCAST GROUP

April 13, 2000

AIRBORNE EXPRESS

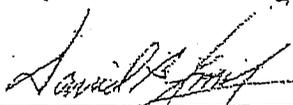
Mr. Carl Parmer
Broadcast Media Group, LLC
8367 W. Flamingo Road
Suite 200
Las Vegas, NV 89147

Dear Mr. Parmer:

Pursuant to Section 7(b) of the Common Stock Option for Common Voting Stock of H and P Communications, Inc. (the "Company") dated November 9, 1995, between Carl Parmer and Sinclair Broadcast Group, Inc. (the "Agreement"), we hereby give you written notice that we are extending our option, for an additional five (5) years, to acquire one thousand (1,000) shares of common voting stock of H and P Communications, Inc.

Sincerely yours,

By:


Sinclair Broadcast Group, Inc.

cc: Frederick Gartside, Esq.
Jaffer, Mangells, Butler & Marmara
2121 Avenue of the Stars, 10th Floor
Los Angeles, CA 90067-5010

EXHIBIT C

EXECUTION COPY

~~(2)~~ OF ~~(2)~~ COPIES

HEFTEL OPTION (Alternative)

COMMON STOCK OPTION FOR COMMON VOTING STOCK OF H AND P COMMUNICATIONS, INC.

This Common Stock Option (this "Option") is entered into this 9th day of November 1995 (the "Option Grant Date"), by and between Cecil Heftel ("Heftel") and Sinclair Broadcast Group, Inc. ("Holder"):

RECITALS

Heftel is a fifty percent (50%) Stockholder in H and P Communications, Inc., a Nevada corporation (the "Corporation") which owns ninety percent (90%) of the issued and outstanding stock of WDBB-TV, Inc., an Alabama corporation ("WDBB") which operates WDBB-TV, Channel 17, in Tuscaloosa, Alabama (the "Station"). The Holder, through its wholly-owned subsidiary WTTO, Inc., has entered into an Asset Purchase Agreement dated November 7, 1995 (the "Asset Purchase Agreement"); with WDBB for the purpose of acquiring certain assets used in connection with the business and operation of the Station.

As a condition precedent to the Closing on the Asset Purchase Agreement (as that term is defined therein), Heftel has agreed to enter into this Option with the Holder such that upon the occurrence of the Option Closing Date (as defined in Section 6 hereof) and the occurrence of certain other option closing dates of two other common stock options (as the option closing dates are defined therein) with Carl Parmer and D&C, L.L.C. (the "Parmer

Option" and the "D&C Option" respectively), the Holder will directly or indirectly own one hundred percent (100%) of the issued and outstanding stock of WDBB.

1. Option Grant. Heftel hereby grants to Holder, subject to the terms and conditions hereinafter set forth, the option to purchase an aggregate of one thousand (1,000) shares of common stock, no par value (the "Common Stock") of the Corporation as shall, immediately upon the exercise of this Option by the Holder and the transfer of the Common Stock pursuant hereto, vest in the Holder title to and beneficial ownership in the Common Stock.

2. Condition Precedent to Exercise. The parties hereto do not intend for the grant of this Option or any of the other undertakings contemplated hereby to violate any of the current rules, regulations, or policies of the Federal Communications Commission ("FCC"). Therefore, this Option may only be exercised by the Holder in the event the transactions contemplated by this Option are in compliance with the rules, regulations and policies of the FCC then existing.

3. Termination Date. Unless sooner terminated for failure of Holder to make the payments described in Section 7 herein, Holder may exercise the Option within five (5) calendar years from the Option Grant Date (the "Initial Exercise Period") (or as the Initial Exercise Period may be extended under Section 7 hereof) and upon the failure of Holder to deliver the Exercise Notice (as defined in Section 5 hereof) within the Exercise Period, the Option shall expire; provided, however, that the Closing (as defined in Section 6 hereof) on this Option may take place after the

expiration of the Exercise Period as long as Holder has delivered the Exercise Notice to Heftel in accordance with Section 5 prior to the expiration of the Exercise Period.

4. No Partial Exercise. This Option may only be exercised by Holder for all, but not less than all, of the Common Stock.

5. Method of Exercise. In order to exercise this Option, Holder must deliver to Heftel written notice ("Exercise Notice") of Holder's intention to so exercise by delivering to Heftel a notice substantially in the form attached hereto as Exhibit 1, duly executed. The date upon which any Exercise Notice shall be delivered shall be referred to as the "Exercise Date". Holder may withdraw any Exercise Notice prior to the Option Closing Date (as that term is defined in Section 6 hereof) by written notice of that effect to Heftel. Upon withdrawal of any Exercise Notice, Holder shall reimburse Heftel for all reasonable out-of-pocket expenses including, without limitation, reasonable attorney's fees incurred by Heftel and the Corporation in connection with their compliance with Section 10(a)(viii) of this Option with respect to such Exercise Notice. Nothing contained in this Section 5 shall or is meant to prohibit Holder from subsequently exercising the Option during the Exercise Period after any such withdrawal.

6. Closing. The closing of the acquisition of the Common Stock after delivery of the Exercise Notice (the "Closing") shall be on a business day no later than thirty (30) days subsequent to the date the grant by the FCC of all approvals to the transfer of control of WDBB to Holder, its subsidiary, or assignee, shall have become "final" without any condition or qualification materially

adverse to Holder. For purposes of this Option, "final" shall mean action by the FCC as to which no further steps (including those of appeal or certiorari), can be taken at any action or proceeding to review, modify, or set the determination aside whether under Section 402 or 405 of the Communications Act of 1934, or otherwise; provided, however, that Heftel, the Corporation, and Holder agree to waive the necessity of a "final" grant as provided in this Section 6 and proceed to closing on "Initial Grant" (as defined below) as long as Holder has received any necessary consents and approvals of Holder's then-existing lenders, which consents and approvals Holder shall use its best efforts to obtain. "Initial Grant" shall be defined for purposes of this Option as the date of the publication of the FCC "Public Notice" announcing the grant of the "Assignment Application(s)" for transfer of control of WDBB to Holder or its subsidiary or assignee, which contains no conditions materially adverse to Holder. The terms "Public Notice" and "Assignment Application(s)" have the same meaning herein as are generally given to such terms under existing FCC rules, regulations, and procedures.

Notwithstanding anything to the contrary in the immediately preceding paragraph, in the event it becomes unnecessary to seek or receive consent from the FCC to the transfer of control of WDBB to Holder, its subsidiary or assignee, then Closing shall occur within thirty (30) days of the exercise of this Option by Holder.

For purposes of this Option, the "Option Closing Date" shall mean the day upon which the Closing occurs.

7. Consideration Price.

(a) Holder shall pay Heftel an option grant price (the "Option Grant Price") equal to Five Million One Hundred Fifty Two Thousand Five Hundred Dollars (\$5,152,500) payable on the Option Grant Date.

(b) In addition to the payments provided in Section 7(a), as additional consideration for the grant of this Option, Holder shall pay to Heftel annually the following option grant installments (the "Option Grant Installments") on or before the below specified dates (the "Option Anniversary Date(s)"):

(i) In the Year 1996

On or before
January 15, 1996 \$94,500

(ii) In the Year 1997

On or before
January 15, 1997 \$94,500

On or before
the 2nd anniversary of
the Option Grant Date \$315,000

(iii) In the Year 1998

On or before
January 15, 1998 \$94,500

(iv) In the Year 1999

On or before
January 15, 1999 \$94,500

(v) In the Year 2000

On or before
January 15, 1999 \$472,500

On or before the expiration of the Initial Exercise Period, the Holder may elect to give Heftel written notice of its intent to extend this Option for an additional five (5) years (the "Extended

Exercise Period") (the Initial Exercise Period and the Extended Exercise Period are sometimes collectively referred to herein as the "Exercise Period"). On each anniversary date of the Option Grant Date occurring during the Extended Option Period and until the tenth (10th) anniversary date of the Option Grant Date, the Holder shall pay to Heftel Five Thousand Nine Hundred Fifty Dollars (\$5,950.00) annually; provided, however, for any given year in which the Closing occurs, the Holder shall not be liable to Heftel for any payments not yet due and payable; and provided, further, the Holder shall pay Heftel in the year this Option is exercised, on the Option Closing Date, the sum obtained by multiplying seven percent (7%) times Eighty Five Thousand Dollars (\$85,000.00) and multiplying the product thereof times the fraction obtained by dividing the actual number of days elapsed since the prior Option Anniversary Date Payment by three hundred sixty-five (365).

(c) In addition to the payments set forth in Sections 7(a) and 7(b) above, on the Option Closing Date, Holder shall pay to Heftel an option exercise price (the "Option Exercise Price") equal to Eighty Five Thousand Dollars (\$85,000.00) minus fifty percent (50%) all outstanding amounts owed by the Corporation under that certain note dated January 18, 1995, executed by the Corporation to the order of Heftel and Carl Parmer (the "H&P Note"), a copy of which is attached hereto as Exhibit 2.

All sums payable by Holder under this Section 7 shall be paid to Heftel by wire transfer in immediate available funds to an account designated by Heftel.

8. Deliveries by the Parties at Option Grant and Option Closing.

(a) Deliveries by Heftel on the Option Grant Date. On this Option Grant Date, Heftel has delivered to Holder such customary documentation reasonably satisfactory to Holder and its counsel in order to effect the transaction contemplated by this Option, including, without limitation, the following:

(i) a certificate as to the existence and good standing of the Corporation issued by the Nevada Secretary of State ("NSS") and dated on or after the 5th day prior to this Option Grant Date, certifying as to the incorporation and good standing of the Corporation in such jurisdiction;

(ii) a receipt for the Option Grant Price;

(iii) a certificate signed by Heftel and the President and Secretary of the Corporation certifying as to (1) the equity ownership (both in terms of number of shares owned and percentage of total ownership) of Heftel in the Corporation; (2) the equity ownership (both in terms of the number of shares owned and percentage of total ownership) of the Corporation in WDBB; and (3) the names and equity ownership (both in terms of number of shares owned and percentage of total ownership) of all other owners of equity in the Corporation;

(iv) opinions of counsel to the Corporation as to the accuracy of 8(a)(i) and (a)(iii) above; and

(v) such other documents as Holder may reasonably request.

(b) Deliveries by Holder on the Option Grant Date. On this Option Grant Date, Holder has delivered to Heftel the Option Grant Price as provided in Section 7(a) and such instruments and other customary documentation reasonably satisfactory to Heftel and his counsel in order to effect the transactions contemplated by this Option, including, without limitation the following:

(i) a certified copy of resolutions or proceedings of Holder authorizing the consummation of the transactions contemplated by this Option;

(ii) a certificate issued by the Maryland Department of Assessments and Taxation dated on or after to the 5th day prior to this Option Grant Date certifying as to the incorporation and good standing of Holder in Maryland; and

(iii) such further documents that Heftel may reasonably request.

8.A. Deliveries on the Option Closing Date. All actions at the Closing shall be deemed to occur simultaneously, and no document or payment shall be deemed to be delivered or made until all documentation or payments are delivered or made to the reasonable satisfaction of Holder, Heftel and their respective counsel.

(a) Deliveries by Heftel on the Option Closing Date. At the Closing, Heftel shall deliver to Holder such instruments of conveyance and other customary documentation which shall in form and substance be reasonably satisfactory to Holder and its counsel, including, without limitation, the following:

(i) a receipt for the Option Exercise Price;

(ii) a certificate as to the existence and good standing of the Corporation issued by the NSS dated shortly before the Option Closing Date;

(iii) a certificate or certificates for the Common Stock, duly endorsed by Heftel to Holder together with such stock powers endorsed in blank as may be requested by Holder, and with such other documentation as Holder deems legally necessary to transfer title to and beneficial ownership in the Common Stock into the name of Holder;

(iv) a certificate signed by Heftel and the President and Secretary of the Corporation certifying as to (1) the equity ownership (both in terms of number of shares owned and percentage of total ownership) of Heftel in the Corporation; (2) the equity ownership (both in terms of the number of shares owned and percentage of total ownership) of the Corporation in WDBB; and (3) the names and equity ownership (both in terms of number of shares owned and percentage of total ownership) of all other owners of equity in the Corporation;

(v) opinions of counsel to the Corporation as to the accuracy of 8A(a)(ii) and (a)(iv) above; and

(vi) such other documents that Holder shall reasonably request.

(b) Deliveries by Holder on the Option Closing Date. At the Closing, Holder shall deliver to Heftel the Option Exercise Price and such instruments of assumption and other customary documentation as shall in form and substance be reasonably

satisfactory to Heftel and his counsel, including, without limitation, the following:

(i) the Option Exercise Price which shall be delivered in the manner set forth in Section 7;

(ii) a certificate as to the existence and good standing of Holder issued by the Department of Assessments and Taxation of Maryland shortly before the Option Closing Date; and

(iii) such other documents as Heftel shall reasonably request.

(c) Payment of H&P Note. Immediately after the Closing, Holder shall cause the Corporation to pay in full all amounts owed by the Corporation under the H&P Note.

(d) Payment of Seller Note. On the Option Closing Date, Holder shall pay or cause WDBB to pay in full all amounts owed by WDBB, if any, under the Seller Note, as hereinafter defined.

9. Representations and Warranties of Heftel. As an inducement to the Holder to enter into this Option, Heftel represents and warrants to the Holder, as of the Option Grant Date and as of the Option Closing Date, the following:

(a) Heftel is the sole beneficial owner of the Common Stock and has the sole unrestricted (excluding restrictions imposed by federal and state securities laws) right to enter into this Option and sell the Common Stock to the Holder.

(b) The Common Stock is validly issued, fully paid and non-assessable, free from and clear of all restrictions, liens, security interests and encumbrances.

(c) The Common Stock represents fifty percent (50%) of all of the Corporation's issued and outstanding shares (whether common, preferred, voting, or non-voting) and all of the Corporation's shares (whether common, preferred, voting, or non-voting) owned at such time by Heftel.

(d) Heftel does not own or have rights in or to any stock options, stock appreciation rights, warrants, convertible debt instruments or securities or any other rights to purchase or own any equity of the Corporation in addition to that equity of the Corporation evidenced by the Common Stock.

(e) Upon transfer of the Common Stock to Holder pursuant to the terms hereof,^{*} Heftel shall transfer and the Holder shall receive good and marketable title to, and beneficial ownership in, the Common Stock free from and clear of all liens, security interests, and encumbrances.

(f) The grant of the Option shall not constitute a default under any instrument, contract or other agreement to which Heftel is or shall be a party.

(g) The stock owned by the Corporation in WDBB constitutes all of the assets owned by the Corporation, and the Corporation neither owns nor maintains any other assets.

(h) The H&P Note constitutes all the outstanding liabilities of the Corporation.

9A. Representations and Warranties of Holder. As an inducement to Heftel to enter into this Option, Holder represents and warrants to Heftel, as of the Option Grant Date and as of the Option Closing Date, the following:

(a) Holder is a corporation duly organized validly existing, and in good standing under the laws of the State of Maryland. Holder has the requisite power and authority to enter into the transactions contemplated hereby and to consummate the transactions contemplated by this Option and is qualified to do business in the State of Alabama.

(b) All corporate actions or proceedings necessary to be taken by on the part of Holder in connection with the execution and delivery of this Option and the consummation of the transactions contemplated hereby and necessary to make the same effective have been duly and validly taken. This Option has been duly and validly authorized, executed, and delivered by Holder, and constitutes its valid and binding agreement, enforceable in accordance with and subject to its terms, except as limited by laws affecting the enforcement of creditors' rights or contractual obligations generally.

(c) Neither the execution and delivery by Holder of this Option, nor the consummation by Holder of the transactions contemplated hereby, will constitute or, with the giving of notice or the passage of time or both, would constitute a violation of or conflict with or result in any breach of or any default under any of the terms, conditions, or provisions, of any judgment, law or regulation or Holder's certificate of incorporation or by-laws, or any contract, agreement, or instrument to which Holder is a party or by which it is bound.

10. Covenants. During the term of this Option and until title to and beneficial ownership in the Common Stock transfers to

Holder, Heftel covenants and agrees as follows:

(a) Affirmative Covenants.

(i) to undertake any and all reasonable actions and comply with all reasonable requests of Holder delivered to Heftel in writing which in any way pertain to the delivery of the Common Stock and the transfer of title to and beneficial ownership therein to the Holder upon the exercise of the Option;

(ii) to pay all state, federal, and local taxes when due and on a current basis except to the extent any such fees are the subject of a good faith challenge by Heftel;

(iii) to undertake any and all actions which Holder may reasonably deem both necessary and appropriate to preserve Heftel's title to and beneficial ownership in the Common Stock as well as the Holder's rights to acquire the Common Stock pursuant to the terms of this Option;

(iv) to keep the Common Stock and Heftel's title thereto and beneficial ownership therein free from and clear of all restrictions, liens, claims, security interests, and encumbrances;

(v) to transfer title to and beneficial ownership in the Common Stock to the Holder, upon the exercise of this Option, free from and clear of all restrictions, liens, claims, security interests, and encumbrances;

(vi) to cause the Certificate or Certificates evidencing the Common Stock to be endorsed restrictively as follows:

"This Certificate and the ownership thereof is subject to a Common Stock Option Agreement dated November 9, 1995 which restricts the transfer of this Certificate

and of the Common Stock evidenced thereby. A copy of the Common Stock Option Agreement is maintained for review at the offices of the Corporation.";

(vii) to, in his capacity as a director and/or officer of the Corporation, cause the Corporation as a shareholder of WDBB:

(y) to file all application(s) (the "Application(s)") to renew the Station's FCC license and broadcast authorities ("FCC Authorizations");

(z) to take all commercially reasonable steps to prosecute and defend such Application(s) to a successful conclusion resulting in renewal of the FCC Authorizations on terms no less favorable than those existing prior to the renewal process; and

(viii) upon receipt of an Exercise Notice to cause WDBB and the Corporation to file promptly all Application(s) for the transfer of control of WDBB to Holder, or to its subsidiary or assignees, as the case may be, and take all commercially reasonable steps to prosecute and defend such Application(s) to a successful conclusion resulting in the transfer of control of WDBB to Holder or its subsidiary or assignee;

(ix) to cause the Corporation in his capacity as an officer, director, or shareholder of the Corporation to pay when due all payments due under the H&P Note in accord with the terms and conditions of the H&P Note and to take all reasonable action to cause the Corporation to avoid any monetary or non-monetary default thereunder;

(x) to cause, in his capacity as an officer and director of WDBB, to cause WDBB to pay when due all payments due under that

certain Promissory Note dated January 18, 1995 executed by WDBB to the order of Channel 17 Associates, Ltd., an Alabama partnership, in the original principal amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) (the "Seller Note") and to take all reasonable action to cause the Corporation to avoid any monetary or non-monetary default thereunder; and

(xi) to contribute to the Corporation on the second anniversary of the Option Grant Date the sum of Three Hundred Fifteen Thousand Dollars (\$315,000.00) as additional paid in capital.

(b) Negative Covenants.

(i) not to transfer or cause to be transferred any of the Common Stock or his beneficial ownership interest therein during the term of this Option except to Holder;

(ii) not to acquire any additional securities or the rights to acquire additional securities of the Corporation;

(iii) not to undertake, initiate, support and/or vote as a director and/or officer of the Corporation for any action which would cause the Corporation to sell, lease, transfer, convey, or encumber any of its assets or, as a shareholder of WDBB, to vote in favor of any sale, lease, transfer, conveyance or encumbrance of any and all of the assets of WDBB;

(iv) not to undertake, initiate, support and/or vote as a director and/or officer of WDBB for any action which would cause WDBB to sell, lease, transfer, convey or encumber any and all of the assets of WDBB;

(v) not to undertake, initiate, support and/or vote as

a director and/or officer of the Corporation for any action which would cause the Corporation to incur any debt or other liabilities other than under the terms and conditions of the H&P Note as set forth in Exhibit 2 hereof; and

(vi) not to undertake, initiate, support and/or vote as a director and/or officer of WDBB for any action which would cause WDBB to incur any debt or other liability other than that existing on the Option Grant Date, or to modify, amend or otherwise extend the payment terms of the Seller Note.

11. Dividends. All cash dividends upon the Common Stock between the Option Grant Date and the expiration of this Option shall belong and be payable to Heftel absolutely.

12. Survival of Option on Certain Additional Events: This Option shall survive any consolidation of the Corporation with, or merger of the Corporation into, any other corporation; any share exchange as defined in the Corporations and Associations Article of the Annotated Code of Maryland; any transfer of all or substantially all of the assets of the Corporation; or the dissolution, liquidation, or winding up of the Corporation; and in such event, the Holder shall receive from the Corporation notice of said event ninety (90) days prior to the date which shall be the record date for determining the holders of Common Stock entitled to vote upon such consolidation, merger, share exchange, transfer, dissolution, liquidation, or winding up.

13. Transferability. This Option may be assigned, pledged, hypothecated, sold, or otherwise transferred or encumbered in the

sole discretion of the Holder with or without notice thereof to Heftel or the Corporation.

14. Notices. All notices, demands, and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, or five (5) days after deposited in the mail, prepaid registered or certified mail, addressed as follows:

IF TO CECIL HEFTEL: Mr. Cecil Heftel
6767 West Tropicana Avenue
Las Vegas, Nevada 89103

WITH COPY TO: Frederick Gartside, Esquire
Jeffer, Mangels, Butler & Marmaro
2121 Avenue of the Stars, 10th Floor
Los Angeles, California 90067-5010

or at such other address as Heftel may designate by notice to the Holder, and

IF TO HOLDER: Sinclair Broadcast Group, Inc.
2000 W. 41st Street
Baltimore, Maryland 21211

Attn: David D. Smith

WITH COPY TO: Steven A. Thomas, Esquire
Thomas & Libowitz, P.A.
USF&G Tower, Suite 1100
100 Light Street
Baltimore, Maryland 21202-1053

or at such other address as the Holder may designate by notice to Heftel.

15. Governing Law. This Option shall be governed by,

construed, and enforced in accordance with the laws of the State of Maryland.

16. Successors and Assigns. All of the provisions of this Option shall be binding upon Heftel and his heirs and personal representatives, the Corporation, and its successors and assigns, and the Holder, and its successors and assigns.

17. Entire Agreement. This Option shall supersede all prior agreements between the parties relating to its subject matter, and there are no other agreements or understandings between them concerning its subject matter hereof.

18. Counterparts. This Option may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. FCC Approvals. Since Holder has no right to acquire the Common Stock without FCC review, consent and approval and since no transfer of control, as contemplated by existing FCC rules, regulations or policies is currently contemplated or intended hereby, the parties hereto have not made nor do they intend to make any requests for review by or filings with the FCC in connection with this Option. If it is later determined by Heftel or Holder that any of the transactions contemplated by this Option are subject to FCC review consent and/or approval, the parties agree to cooperate with each other and expeditiously file for and seek to obtain all necessary FCC approvals and consents, including, but not limited to, the filing of any appropriate FCC applications seeking a change of control or other modification to the ownership of the Station. Any and all costs associated with any FCC filing or

applications will be shared equally between the Holder and Heftel.

20. Injunctive Relief. This Option is unique in nature and, as such, Heftel recognizes that Holder may not have an adequate remedy of law in the event Heftel breaches his obligations under this Option. Accordingly, Heftel agrees that Holder may, in addition to and in conjunction with any other available remedy, obtain an injunction and/or to seek specific performance against Heftel to enforce Heftel's duties and responsibilities as well as its rights hereunder.

21. Further Assurances. From time to time prior to, at, and after the Closing Date, each party hereto will execute all such instruments and take all such actions as the other party being advised by counsel shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof, and all transactions and things contemplated by this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Option to be signed under seal as of the date first above written.

WITNESS/ATTEST:

HEFTEL:

CECIL HEFTEL (SEAL)

HOLDER:

SINCLAIR BROADCAST GROUP, INC.

J. D. ...

Secretary

By: *David A. ...*

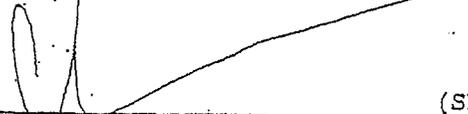
President (SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Option to be signed under seal as of the date first above written.

WITNESS/ATTEST:

Robert W. Smith

HEFTEL:



(SEAL)

CECIL HEFTEL By Carl
Parmer as attorney-in-fact

HOLDER:

SINCLAIR BROADCAST GROUP, INC.

J. Vance Smith
Secretary

By:

 (SEAL)
President

EXHIBIT 1

Heftel Notice

[SBG LETTERHEAD]

{Date}

Mr. Cecil Heftel
6767 West Tropicana Avenue
Las Vegas, Nevada 89103

Re: Common Stock Option For Common Voting Stock of H
and P Communications, Inc. (the "Corporation") by
and between Cecil Heftel ("Heftel") and Sinclair
Broadcast Group, Inc. ("SBG") dated as of November
9, 1995 (the "Option")

Dear Mr. Heftel:

Pursuant to the terms and conditions of Section 5 of the
Option, the undersigned hereby exercises its right to acquire one
thousand (1000) shares of common voting stock of the Corporation.
Closing on this transaction will shall take place in accord with
the provisions of Section 6 of the Option. Please prepare all
necessary documentation necessary for closing pursuant to the
Option.

SINCLAIR BROADCAST GROUP, INC.

By:

David D. Smith, President
Sinclair Broadcast Group, Inc.
2000 W. 41st Street
Baltimore, Maryland 21211

cc: Frederick Gartside, Esquire
Mr. David B. Amy
Clinton R. Black, Esquire

H:\GROUPS\CORP\WP51\CLIENTS\SBG\10130.ALA\AGRS\EXER-NOT.HEP
November 8, 1995

EXHIBIT 2

PROMISSORY NOTE

\$1,200,000

January 18, 1995
Las Vegas, Nevada

1. Principal and Interest. For value received, H and P - Communications, Inc., a Nevada corporation (hereinafter referred to as "Maker"), hereby promises to pay to the order of Cecil Heftel and Carl Parmer (hereinafter referred to as "Payees"), at their place of business located at 6767 West Tropicana Avenue, Las Vegas, Nevada 89103, or at such other place as the holder of this Promissory Note (hereinafter referred to as this "Note") may designate in writing, the principal sum equal to \$1,200,000. The unpaid principal balance hereof shall bear interest from the date hereof until paid at a rate equal to five percent (5%) per annum. Interest chargeable hereunder shall be calculated on the basis of a 360 day year for actual days elapsed.
2. Payment. Principal and accrued interest shall be due and payable on demand. All principal and interest shall be payable in lawful money of the United States of America. All amounts paid hereunder shall be applied first to accrued interest and then to principal.
3. Prepayment. Maker shall have the right to prepay all or any portion of the principal hereof at any time without premium or penalty; provided, however, that with any prepayment Maker shall also pay all accrued but unpaid interest on the principal being prepaid.
4. Late Charge. If any payment of principal or interest hereunder is not paid when due, such unpaid amount shall bear interest from the due date until paid at a rate equal to the lesser of 18% per annum or the highest interest rate permitted by law. All payments of such late charges shall be made in lawful money of the United States of America.
5. Waivers. Maker, for itself and its legal representatives, successors and assigns, expressly waives presentment, protest, demand, notice of dishonor, notice of nonpayment, notice of maturity, notice of protest, presentment for the purpose of accelerating maturity, and diligence in collection.
6. Fees and Expenses. Maker agrees to pay reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the holder of this Note in connection with or related to any action taken to collect this Note, whether or not suit is brought.
7. Modifications in Writing. No waiver or modification of any of the terms or provisions of this Note shall be valid or

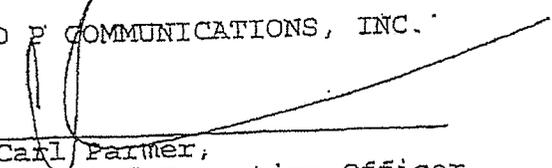
binding unless set forth in a writing signed by Maker and Payees, and then only to the extent therein specifically set forth.

8. Governing Law. This Note and all rights and obligations of the undersigned and the holder hereof shall be governed, construed and interpreted in accordance with the internal laws of the State of Nevada.

9. Division of Payments. All payments made hereunder shall be divided equally between Cecil Heftel and Carl Parmer.

H AND P COMMUNICATIONS, INC.

By:


Carl Parmer,
Co-Chief Executive Officer

SINCLAIR BROADCAST GROUP

April 13, 2000

AIRBORNE EXPRESS

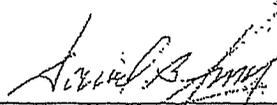
Mr. Cecil Heftel
Broadcast Media Group, LLC
8367 W. Flamingo Road
Suite 200
Las Vegas, NV 89147

Dear Mr. Heftel:

Pursuant to Section 7(b) of the Common Stock Option for Common Voting Stock of H and P Communications, Inc. dated November 9, 1995, between Cecil Heftel and Sinclair Broadcast Group, Inc. (the "Agreement"), we hereby give you written notice that we are extending our option, for an additional five (5) years, to acquire one thousand (1,000) shares of common stock of H and P Communications, Inc.

Sincerely yours,

By:


Sinclair Broadcast Group, Inc.

cc: Frederick Gartside, Esq.
Jaffer, Mangells, Butler & Marmara
2121 Avenue of the Stars, 10th Floor
Los Angeles, CA 90067-5010

COMMON STOCK OPTION
FOR COMMON VOTING STOCK OF
WDBB-TV, INC.

THIS COMMON STOCK OPTION (this "Option") is entered into this ____ day of _____, 200__ (the "Option Grant Date") by and between Cunningham Broadcasting Corporation, a Maryland corporation ("Cunningham"), and Sinclair Television Group, Inc. ("Holder").

RECITALS

Cunningham owns one hundred percent (100%) of the issued and outstanding stock of WDBB-TV, Inc., an Alabama corporation ("WDBB"), which operates WDBB-TV, Channel 17, in Tuscaloosa, Alabama (the "Station"), and WDBB owns one hundred percent (100%) of the issued and outstanding stock of WDBB-TV Licensee, Inc. ("Licensee"). The Holder, through its wholly-owned subsidiary WTTO, Inc., has acquired certain assets used in connection with the business and operation of the Station.

Cunningham has agreed to enter into this Option with the Holder such that, upon the occurrence of the Option Closing Date (as defined in Section 6 hereof), Holder will directly or indirectly own one hundred percent (100%) of the issued and outstanding stock of WDBB.

1. Option Grant. Cunningham hereby grants to Holder, subject to the terms and conditions hereinafter set forth, the option to purchase all of the issued and outstanding stock of WDBB, which is currently represented by an aggregate of one thousand (1,000) shares of common stock of WDBB with a par value of One Dollar (\$1.00) (the "Common Stock"). Immediately upon the exercise of this Option by the Holder and the transfer of the Common Stock pursuant hereto, there will be vested in Holder title to and beneficial ownership to all issued and outstanding Common Stock.

2. Condition Precedent to Exercise. The parties hereto do not intend for the grant of this Option or any of the other undertakings contemplated hereby to violate any of the current rules, regulations, or policies of the Federal Communications Commission ("FCC"). Therefore, this Option may only be exercised by the Holder in the event the transactions contemplated by this Option are in compliance with the rules, regulations, and policies of the FCC then existing.

3. Termination Date. Holder may exercise this Option within twenty (20) 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, provided, however, that the Closing (as defined in Section 6 hereof) on this Option may take place after the expiration of the Exercise Period 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.

4. No Partial Exercise. This Option may only be exercised by Holder for all, but not less than all, of the Common Stock.

5. Method of Exercise. In order to exercise this Option, Holder must deliver to Cunningham written notice ("Exercise Notice") of Holder's intention to so exercise by delivering to Cunningham a notice substantially in the form attached hereto as Exhibit 1, duly executed. The date upon which any Exercise Notice shall be delivered shall be referred to as the "Exercise Date". Holder may withdraw any Exercise Notice prior to the Option Closing Date (as that term is defined in Section 6 hereof) by written notice of that effect to Cunningham. Upon withdrawal of any Exercise Notice, Holder shall reimburse Cunningham for all reasonable out-of-pocket expenses including, without limitation, reasonable attorney's fees incurred by Cunningham and WDBB in connection with their compliance with Section 12(a)(ix) hereof with respect to such Exercise Notice. Nothing contained in this Section 5 shall or is meant to prohibit Holder from subsequently exercising this Option during the Exercise Period after any such withdrawal.

6. Closing. The closing of the acquisition of the Common Stock after delivery of the Exercise Notice (the "Closing") shall be on a day designated by Holder, which shall be a business day no later than thirty (30) days subsequent to the date the grant by the FCC of all approvals to the transfer of control of WDBB to Holder or its subsidiary or assignee shall have become "final" without any condition or qualification materially adverse to Holder. For purposes of this Option, "final" shall mean action by the FCC as to which no further steps (including those of appeal or certiorari) can be taken at any action or proceeding to review, modify, or set the determination aside whether under Section 402 or 405 of the Communications Act of 1934, or otherwise; provided, however, that Cunningham and Holder agree to waive the necessity of a "final" grant as provided in this Section 6 and proceed to closing on "Initial Grant" (as defined below) as long as Holder has received any necessary consents and approvals of Holder's then-existing lenders, which consents and approvals Holder shall use its best efforts to obtain. "Initial Grant" shall be defined for purposes of this Option as the date of the publication of the FCC "Public Notice" announcing the grant of the "Assignment Application(s)" for transfer of control of WDBB to Holder or its subsidiary or assignee, which contains no conditions materially adverse to Holder. The terms "Public Notice" and "Assignment Application(s)" have the same meaning herein as are generally given to such terms under existing FCC rules, regulations, and procedures.

Notwithstanding anything to the contrary in the immediately preceding paragraph, in the event it becomes unnecessary to seek or receive consent from the FCC to the transfer of control of WDBB to Holder or its subsidiary or assignee, then Closing shall occur within thirty (30) days of the exercise of this Option by Holder.

For purposes of this Option, the "Option Closing Date" shall mean the day upon which the Closing occurs.

7. Consideration Price.

(a) Holder shall pay Cunningham an option grant price (the "Option Grant Price") equal to [REDACTED] payable on the Option Grant Date.

(b) On the Option Closing Date, Holder shall pay to Cunningham an option exercise price (the "Option Exercise Price") equal to [REDACTED] (\$ [REDACTED]).

All sums payable by Holder under this Section 7 shall be paid to Cunningham by wire transfer in immediate available funds to an account designated by Cunningham.

8. Deliveries by the Parties at Option Grant and Option Closing.

(a) Deliveries by Cunningham on the Option Grant Date. On this Option Grant Date, Cunningham has delivered to Holder such customary documentation reasonably satisfactory to Holder and its counsel in order to effect the transaction contemplated by this Option, including, without limitation, the following:

(i) a certificate issued by the Maryland Department of Assessments and Taxation dated on or after to the 15th day prior to this Option Grant Date certifying as to the incorporation and good standing of Cunningham in Maryland;

(ii) a receipt for the Option Grant Price;

(iii) a certificate signed by the President and Secretary of Cunningham and the President and Secretary of WDBB certifying as to (1) the equity ownership (both in terms of number of shares owned and percentage of total ownership) of Cunningham in WDBB, and (2) the names and equity ownership (both in terms of number of shares owned and percentage of total ownership) of all other owners of equity in WDBB;

(iv) the Lease Agreement attached hereto as Exhibit 2 (the "Lease Agreement") executed by Cunningham; and

(v) such other documents as Holder may reasonably request.

(b) Deliveries by Holder on the Option Grant Date. On this Option Grant Date, Holder has delivered to Cunningham the Option Grant Price as provided in Section 7(a) and such instruments and other customary documentation reasonably satisfactory to Cunningham and its counsel in order to effect the transactions contemplated by this Option, including, without limitation the following:

(i) a certified copy of resolutions or proceedings of Holder authorizing the consummation of the transactions contemplated by this Option;

(ii) a certificate issued by the Maryland Department of Assessments and Taxation dated on or after to the 15th day prior to this Option Grant Date certifying as to the incorporation and good standing of Holder in Maryland;

(iii) the Lease Agreement executed by Holder; and

- (iv) such further documents that Cunningham may reasonably request.

9. Deliveries on the Option Closing Date. All actions at the Closing shall be deemed to occur simultaneously, and no document or payment shall be deemed to be delivered or made until all documentation or payments are delivered or made to the reasonable satisfaction of Holder, Cunningham, and their respective counsel.

(a) Deliveries by Cunningham on the Option Closing Date. At the Closing, Cunningham shall deliver to Holder such instruments of conveyance and other customary documentation which shall in form and substance be reasonably satisfactory to Holder and its counsel, including, without limitation, the following:

- (i) a receipt for the Option Exercise Price;
- (ii) a certificate as to the existence and good standing of Cunningham dated shortly before the Option Closing Date;
- (iii) a certificate or certificates for the Common Stock, duly endorsed by Cunningham to Holder, together with such stock powers endorsed in blank, as may be requested by Holder, and with such other documentation as Holder deems legally necessary to transfer title to and beneficial ownership in the Common Stock into the name of Holder; and
- (iv) such other documents that Holder shall reasonably request.

(b) Deliveries by Holder on the Option Closing Date. At the Closing, Holder shall deliver to Cunningham the Option Exercise Price, which shall be delivered in the manner set forth in Section 7 and such instruments of assumption and other customary documentation as shall in form and substance be reasonably satisfactory to Cunningham and its counsel, including, without limitation, the following:

- (i) a certificate as to the existence and good standing of Holder issued by the Department of Assessments and Taxation of Maryland shortly before the Option Closing Date; and
- (ii) such other documents as Cunningham shall reasonably request.

10. Representations and Warranties of Cunningham. As an inducement to the Holder to enter into this Option, Cunningham represents and warrants to the Holder, as of the Option Grant Date and as of the Option Closing Date, the following:

- (a) Cunningham is the sole direct or indirect beneficial owner of the Common Stock and has the sole unrestricted (excluding restrictions imposed by federal and state securities laws) right to enter into this Option and sell the Common Stock to the Holder.

(b) The Common Stock is validly issued, fully paid and non-assessable, free from and clear of all restrictions, liens, security interests, encumbrances, options, warrants, or any other rights to acquire the Common Stock, except for the pledge of such Common Stock to Cunningham's lenders pursuant to that certain Credit Agreement dated as of March 20, 2002 as amended from time to time, of which JPMorgan Chase Bank is the Administrative Agent and any credit or similar agreement replacing or reforming such Credit Agreement (the "Permitted Encumbrance"), which shall be removed prior to or simultaneously with the transfer of the Common Stock to Holder.

(c) The Common Stock represents one hundred percent (100%) of all of WDBB's issued and outstanding shares (whether common, preferred, voting, or non-voting) and all of WDBB's shares (whether common, preferred, voting, or non-voting) owned at such time by Cunningham.

(d) Cunningham does not own or have rights in or to any stock options, stock appreciation rights, warrants, convertible debt instruments or securities or any other rights to purchase or own any equity of WDBB in addition to that equity of WDBB evidenced by the Common Stock.

(e) Upon transfer of the Common Stock to Holder pursuant to the terms hereof, Cunningham shall transfer and the Holder shall receive good and marketable title to and beneficial ownership in the Common Stock, free from and clear of all liens, security interests, and encumbrances.

(f) The grant of the Option shall not constitute a default under any instrument, contract, or other agreement to which Cunningham is or shall be a party.

(g) Cunningham is a corporation duly organized, validly existing, and in good standing under the laws of the State of Maryland. Cunningham has the requisite power and authority to enter into the transaction contemplated hereby and to consummate the transactions contemplated by this Option.

(h) All actions or proceedings necessary to be taken by or on the part of Cunningham in connection with the execution and delivery of this Option and the consummation of the transactions contemplated hereby and necessary to make the same effective have been duly and validly taken. This Option has been duly and validly authorized, executed, and delivered by Cunningham, and constitutes its valid and binding agreement, enforceable in accordance with and subject to its terms, except as limited by laws effecting the enforcement of creditors' rights or contractual obligations generally.

(i) The execution and delivery by Cunningham of this Option, or the consummation by Cunningham of the transactions contemplated hereby, will not constitute or, with the giving of notice or the passage of time or both, would constitute a violation of or conflict with or result in any breach of or any default under any of the terms, conditions, or provisions of any

judgment, law or regulation, or Cunningham's Articles of Organization or bylaws, or any contract, agreement, or instrument to which Cunningham is a party or by which it is bound.

11. **Representations and Warranties of Holder.** As an inducement to Cunningham to enter into this Option, Holder represents and warrants to Cunningham, as of the Option Grant Date and as of the Option Closing Date, the following:

(a) Holder is a corporation duly organized, validly existing, and in good standing under the laws of the State of Maryland. Holder has the requisite power and authority to enter into the transactions contemplated hereby and to consummate the transactions contemplated by this Option, and is qualified to do business in the State of Alabama.

(b) All corporate actions or proceedings necessary to be taken by or on the part of Holder in connection with the execution and delivery of this Option and the consummation of the transactions contemplated hereby and necessary to make the same effective have been duly and validly taken. This Option has been duly and validly authorized, executed, and delivered by Holder, and constitutes its valid and binding agreement, enforceable in accordance with and subject to its terms, except as limited by laws affecting the enforcement of creditors' rights or contractual obligations generally.

(c) Neither the execution and delivery by Holder of this Option, nor the consummation by Holder of the transactions contemplated hereby, will constitute or, with the giving of notice or the passage of time or both, would constitute a violation of or conflict with or result in any breach of or any default under any of the terms, conditions, or provisions, of any judgment, law or regulation, or Holder's certificate of incorporation or by-laws, or any contract, agreement, or instrument to which Holder is a party or by which it is bound.

12. **Covenants.** During the term of this Option and until title to and beneficial ownership in the Common Stock transfers to Holder, Cunningham covenants and agrees as follows:

(a) **Affirmative Covenants.**

(i) to undertake any and all reasonable actions and comply with all reasonable requests of Holder delivered to Cunningham in writing which in any way pertain to the delivery of the Common Stock and the transfer of title to and beneficial ownership therein to Holder upon the exercise of the Option;

(ii) to pay all state, federal, and local taxes when due and on a current basis except to the extent any such taxes are the subject of a good faith challenge by Cunningham;

(iii) to undertake any and all actions which Holder may reasonably deem both necessary and appropriate to preserve Cunningham's title to and beneficial ownership in the Common Stock, as well as the Holder's rights to acquire the Common Stock pursuant to the terms of this Option;

(iv) to keep the Common Stock and Cunningham's title thereto and beneficial ownership therein free from and clear of all restrictions, liens, claims, security interests, and encumbrances, except for the Permitted Encumbrance;

(v) to transfer title to and beneficial ownership in the Common Stock to Holder, upon the exercise of this Option, free from and clear of all restrictions, liens, claims, security interests, and encumbrances;

(vi) to cause the Certificate or Certificates evidencing the Common Stock to be endorsed restrictively as follows:

"This Certificate and the ownership thereof is subject to a Common Stock Option Agreement dated _____, 2004, which restricts the transfer of this Certificate and of the Common Stock evidenced thereby. A copy of the Common Stock Option Agreement is maintained for review at the offices of WDBB."

(vii) to cause and cooperate in the filing of all application(s) (the "Application(s)") to renew the Station's FCC license and broadcast authorizations ("FCC Authorizations");

(viii) to cause and cooperate in the taking of all commercially reasonable steps to prosecute and defend such Application(s) to a successful conclusion resulting in renewal of the FCC Authorizations on terms no less favorable than those existing prior to the renewal process;

(ix) upon receipt of an Exercise Notice, to take all appropriate action to cause WDBB and Cunningham and the other shareholders of WDBB to file promptly all Application(s) for the transfer of control of WDBB to Holder, or to its subsidiary or assignee, as the case may be, and take all commercially reasonable steps to prosecute and defend such Application(s) to a successful conclusion resulting in the transfer of control of WDBB to Holder or its subsidiary or assignee; and

(b) Negative Covenants.

(i) not to transfer or cause to be transferred any of the Common Stock or its beneficial ownership interest therein during the term of this Option except to Holder and except for the Permitted Encumbrance;

(ii) not to acquire any additional securities or the rights to acquire additional securities of WDBB;

(iii) not to undertake, initiate, support and/or vote as a shareholder of WDBB for any action which would cause WDBB to sell, lease, transfer, convey, or encumber any of the assets of WDBB; and

(iv) not to undertake, initiate, support and/or vote as a shareholder of WDBB for any action which would cause WDBB to incur any debt or other liability, other than that existing on the Option Grant Date, except for any guaranty by WDBB (or any of its subsidiaries) of the obligations of Cunningham and its other subsidiaries owed to the lenders to Cunningham.

13. Dividends. All cash dividends paid or declared on the Common Stock between the Option Grant Date and the Closing shall belong and be payable to Cunningham absolutely.

14. Survival of Option on Certain Additional Events. This Option shall survive any consolidation of Cunningham with, or merger of Cunningham into, any corporation; any share exchange as defined in the Corporations and Associations Article of the Annotated Code of Maryland; any transfer of all or substantially all of the assets of Cunningham; or dissolution, liquidation, or winding up of Cunningham.

15. Transferability. This Option may be assigned, pledged, hypothecated, sold, or otherwise transferred or encumbered in the sole discretion of Holder, provided that Holder must give Cunningham a minimum of ten (10) days notice prior to any such transfer.

16. Notices. All notices, demands, and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally, or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, or five (5) days after deposited in the mail, prepaid registered or certified mail, addressed as follows:

If to Cunningham: Cunningham Broadcasting Corporation
2000 West 41st Street
Baltimore, Maryland 21211-1420
Attn: Mr. Robert L. Simmons, President

with copy to: Steven A. Thomas, Esquire
Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, Maryland 21202-1053

or at such other address as Cunningham may designate by notice to Holder, and

If to Holder: Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attn: Mr. David B. Amy

with copy to:

Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attn: Barry Faber, Esquire

or at such other address as Holder may designate by notice to Cunningham.

17. **Governing Law.** This Option shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

18. **Successors and Assigns.** All of the provisions of this Option shall be binding upon Cunningham and its successor and assigns, and the Holder and its successors and assigns. Notwithstanding anything to the contrary in this Option or in any Certificate evidencing the Common Stock or otherwise, the parties hereto hereby agree and acknowledge that Cunningham may assign all of its right, title, and interest in and to this Option and the Common Stock (and any evidencing the Common Stock) as collateral security in favor of its lenders (or their agent or trustee) as secured parties, and such secured parties may exercise any of their rights or remedies with respect to such collateral security without regard to the existence of this Option or any transfer or other restrictions set forth herein.

19. **Entire Agreement.** This Option shall supersede all prior agreements between the parties relating to the subject matter, and there are no other agreements or understandings between them concerning the subject matter hereof.

20. **Counterparts.** This Option may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. **FCC Approvals.** Since no transfer of control, as contemplated by existing FCC rules, regulations, or policies is currently contemplated or intended hereby, the parties hereto have not made, nor do they intend to make, any requests for review by the FCC in connection with the grant of this Option. The parties do, however, agree to file this Option with the FCC in accordance with current FCC rules.

22. **Injunctive Relief.** This Option is unique in nature and, as such, Cunningham recognizes that Holder may not have an adequate remedy of law in the event Cunningham breaches its obligations under this Option. Accordingly, Cunningham agrees that Holder may, in addition to and in conjunction with any other available remedy, obtain an injunction and/or seek specific performance against Cunningham to enforce Cunningham's duties and responsibilities as well as Holder's rights hereunder.

23. **Further Assurances.** From time to time prior to, at, and after the Option Grant Date, each party hereto will execute all such instruments and take all such actions as the other party being advised by counsel shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof; and all transactions and things contemplated by this Agreement,

including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those to be delivered on the Option Grant Date, and any and all actions which may reasonably be necessary to complete the transactions contemplated hereby.

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

IN WITNESS WHEREOF, the parties hereto have caused this Option to be signed under seal as of the date first above written.

WITNESS/ATTEST:

CUNNINGHAM BROADCASTING
CORPORATION

By: _____ (SEAL)
Name: _____
Title: _____

HOLDER:

SINCLAIR TELEVISION GROUP, INC.

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT 1

[STG LETTERHEAD]

{Date}

Cunningham Broadcasting Corporation
2000 West 41st Street
Baltimore, Maryland 21211-1420
Attn: Mr. Robert L. Simmons, President

Re: Common Stock Option For Common Voting Stock of WDBB-TV, Inc. (the "Corporation") by and between Cunningham Broadcasting Corporation ("Cunningham") and Sinclair Television Group, Inc. dated as of _____, 2004 (the "Option")

Dear Mr. Simmons:

Pursuant to the terms and conditions of Section 5 of the Option, the undersigned hereby exercises its right to acquire one thousand (1,000) shares of common voting stock of the Corporation. Closing on this transaction shall take place in accordance with the provisions of Section 6 of the Option. Please prepare all necessary documentation necessary for closing pursuant to the Option.

SINCLAIR TELEVISION GROUP, INC.

By: _____
David D. Smith, President
Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030

cc: Mr. David B. Amy
Clinton R. Black, Esquire

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made this _____ day of _____, 2004, by and between WTTO, Inc., a Maryland corporation ("Lessor"), and Cunningham Broadcasting Corporation, a Maryland corporation ("Lessee").

RECITALS

A. Lessee is the licensee of television station WDBB-TV, Channel 17, in Tuscaloosa, Alabama (the "Station").

B. Lessor has certain assets that are used or may be useful in connection with the business and operations of the Station, including the real and personal property defined in Section 1 of this Agreement and defined therein as the "Leased Premises".

C. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Leased Premises.

AGREEMENT

NOW, THEREFORE, the parties hereto, desiring to be bound legally, hereby agree as follows:

1. Lease. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor: (i) space on Lessor's tower (the "Tower") located at the locations, more particularly described on Exhibit A hereto, and currently used for the Station's antenna, transmission line and for its associated auxiliary and auxiliary stations' antennas and transmission lines (the "Tower Space"); (ii) space in Lessor's transmitter building (the "Transmitter Building") at the base of the Tower currently used for the Station's transmitter and related equipment and its associated auxiliary stations' transmitters and receivers (the "Transmitter Building Space"); and (iii) sufficient space at the locations detailed on Exhibit A attached hereto in Lessor's studio building (the "Studio") for use by and occupancy of Lessee's employees (the "Studio Space"). The Tower Space, Transmitter Building Space and Studio Space are collectively referred to herein as the "Leased Premises".

2. Definitions. Unless otherwise stated in this Agreement, defined terms used herein shall have the same meanings as set forth in the Programming Services Agreement between the parties dated as of even date herewith (the "Programming Services Agreement"). In the event of any inconsistency between this Agreement and the Programming Services Agreement, the provisions of the Programming Services Agreement shall govern.

3. Term of Lease. The term of this Agreement shall commence on the date hereof and shall continue until the termination or expiration of the Programming Services Agreement, as it relates to the Station, in accordance with its terms.

4. Lease Payments: Lessee's Taxes and Expenses.

(a) The rent for the Leased Premises payable hereunder shall be [REDACTED] (\$ [REDACTED]) per month, beginning on the date hereof. All rents shall be due and payable by Lessee in advance on the first day of the each month.

(b) Interest on any payments under this Lease more than five (5) business days past due shall accrue at the rate of one and one-half percent (1.5%) per month, or if such rate shall exceed the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Charges for assessments, or other charges, penalties and interest payable by Lessee under this Lease, if any, shall be promptly paid by Lessee when invoiced by Lessor.

(c) During the term of this Agreement, Lessee shall pay directly to the appropriate taxing authority all personal property taxes assessed on any of the assets owned by Lessee and located on the Leased Premises (the "License Assets"), and Lessee shall file all required personal property tax returns and reports concerning the License Assets with all appropriate governmental agencies on or prior to the due date of such filing. Upon request, Lessee shall furnish copies of such returns and reports to Lessor.

(d) Lessee shall be responsible for the cost of all electricity consumed by the License Assets on, in, or about the Transmitter Building Space and the Tower Space. Lessee shall cause such consumption of electric power to be separately metered and shall pay the bills therefor directly to the power company. Lessee shall further reimburse Lessor for Lessee's proportionate share (that is, the fraction that results from dividing the square footage of the Transmitter Building Space and Studio Space by the square footage of Lessor's Transmitter Building and Studio) of other utility services, if any, provided to the Transmitter Building Space and Studio Space, such as water, sewage service fees and electric power service in the case of the Studio Space.

5. Use of Leased Premises.

(a) Lessee shall have the right to use the Leased Premises solely in conjunction with Lessee's ownership and operation of the Station.

(b) Lessee shall not sublet any portion of the Leased Premises without the Drier written consent of Lessor.

(c) Lessee shall use the Leased Premises throughout the term of this Agreement in all material respects in accordance with the authorizations issued by the FCC to Sullivan Broadcasting II, Inc. for the Station and in compliance in all material respects with the FCC's rules and regulations and published policies.

(d) So long as Lessee is not in default hereunder, Lessee shall quietly enjoy, and Lessor shall not interfere with, Lessee's use or possession of, the Leased Premises during the term of this Agreement. Lessee and its employees, agents and representatives shall have a right of access to the Leased Premises (i) as may be necessary or appropriate to enjoy its rights and

fulfill its obligations under the Programming Services Agreement; (ii) at all reasonable times for inspection, repair, maintenance and replacement of the License Assets; and (iii) as may be necessary to comply with the rules and regulations of the FCC, provided, however, that such activities and access shall not interfere with the use of the Leased Premises by Lessee.

(e) Lessee shall not use the Leased Premises or permit the Leased Premises to be used for any purpose other than as provided herein. Lessee shall comply in all material respects with all governmental laws, rules and regulations concerning its use and occupancy of the Leased Premises. In the event that any additional or other equipment, appliance or alteration is required to be made to or installed on the Leased Premises in order for Lessee to comply with such laws, rules and regulations, Lessee shall be responsible for the cost and expense thereof.

6. Ownership and Inspection.

(a) Lessee shall have no interest in the Leased Premises other than the rights acquired as a Lessee hereunder.

(b) Lessee shall keep the Leased Premises free and clear of all liens and encumbrances except liens or encumbrances arising through the actions or omissions of Lessor or those liens and encumbrances expressly consented to by Lessor in writing. Lessee shall not assign or otherwise encumber this Agreement or any of its rights hereunder, except that Lessee may assign this Agreement to any permitted assignee of Lessee's interest in the Programming Services Agreement.

(c) Lessee shall immediately notify Lessor of all details concerning any damage to, or loss of, any of the Leased Premises known to Lessee arising out of any event or occurrence whatsoever.

7. No Warranty. Lessee agrees that its occupancy of the Leased Premises will constitute Lessee's acceptance of the condition of the Leased Premises on an "as is" basis.

8. Maintenance, Repairs and Risk of Loss.

(a) Lessor shall be responsible for maintenance and repair of, and compliance with all applicable laws, rules, regulations and orders with respect to, the Studio, Transmitter Building and Tower. Lessor shall perform at its expense all necessary painting of the Tower, shall maintain the lights thereon and shall be responsible for monitoring and inspecting the Tower in compliance with the rules and regulations of the FCC and the Federal Aviation Administration ("FAA"); provided however, that when any such maintenance or repair is made necessary by or because of the fault or negligence of Lessee, Lessee shall reimburse Lessor for the cost thereof. Lessor shall indemnify Lessee for any fines or forfeitures imposed upon Lessee by the FCC or any other governmental agency due to the Tower's non-compliance with the rules and regulations of such governmental agency. Notwithstanding the preceding sentence, Lessee shall indemnify Lessor for any fines or forfeitures imposed upon Lessor by the FCC or any other governmental agency due to the Tower's non-compliance with the rules and regulations of such governmental agency, if the Tower's non-compliance is due to Lessee's negligence.

(b) If the Leased Premises or any portion thereof are rendered unusable as a result of any physical damage or loss or destruction, or title thereto shall be taken by any governmental authority under power of eminent domain or otherwise, Lessor shall give to Lessee prompt notice thereof. Lessor shall determine, within fifteen (15) days after the date of occurrence of any such damage or destruction, whether such portion of the Leased Premises can be repaired. In the event Lessor determines that such portion of the Leased Premises cannot be repaired or was lost or destroyed, Lessor, at its expense, shall promptly replace same with reasonably comparable premises that will allow Lessee to operate the Station in compliance with FCC rules, regulations and published policies. This Agreement shall continue in full force and effect as though such damage, loss or destruction had not occurred, except that the replacements shall become the "Leased Premises" for purposes of this Agreement. In the event Lessor determines that such portion of the Leased Premises can be repaired, Lessor, at its expense, shall cause same to be repaired promptly. All proceeds of insurance received by Lessor under the policies of insurance referred to in the Programming Services Agreement which cover the Leased Premises shall be applied toward the cost of such repair or replacement. In the event title to the Leased Premises is taken by a governmental authority, if Lessor replaces same, it shall provide Lessee with comparable space in or on any such new premises; and if Lessor determines not to replace same, the lease hereunder of that portion of the Leased Premises shall automatically terminate effective as of the date of the governmental taking. Notwithstanding anything to the contrary contained herein, during any period in which Lessor is unable to provide the Leased Premises, Lessee's obligation to pay rent shall abate for said period.

9. Events of Default and Remedies.

(a) The occurrence of any one of the following shall constitute an "Event of Default" by Lessee hereunder:

(1) Lessee fails to pay any installment of any rent or other payment on or before the fifth (5th) business day following the date of Lessor's written notice to Lessee that payment is overdue;

(2) Lessee attempts to remove, sell, transfer, encumber, sublet or part with possession of any of the Leased Premises, except as expressly permitted herein;

(3) Lessee fails to observe or perform any of its obligations required to be observed or performed by Lessee under this Agreement and such failure continues uncured for ninety (90) days following written notice to Lessee;

(4) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any

such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator or it or of all or of any substantial part of its assets or properties; or

(5) Within ninety (90) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within ninety (90) days after the appointment, without Lessee's consent or acquiescence, of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties such appointment shall not be vacated; or

(6) Lessee is in material breach of the Programming Services Agreement and such breach is not cured within the applicable cure period.

(b) If an Event of Default by Lessee has occurred and is not cured within the time periods as stated in subparagraph (a) above, Lessor may, at its option, do any or all of the following: (i) by notice to Lessee, terminate this Agreement; (ii) whether or not this Agreement is terminated, take possession of any and all of the Leased Premises, wherever situated, and for any such purpose, enter upon any premises without liability for so doing or Lessor may cause Lessee, and Lessee hereby agrees, to return the Leased Premises to Lessor as provided in this Agreement; and (iii) sell, dispose of, hold, use or lease any of the Leased Premises as Lessor, in its sole discretion, may determine without any duty to account to Lessee. In any event, Lessee shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared Lessee to be in default under this Agreement.

10. Assignment. Lessee agrees that Lessor may transfer or assign all or any part of Lessor's right, title and interest in, under or to the Leased Premises and this Agreement and any or all sums due or to become due pursuant to any of the above to any third party assignee permitted under the Programming Services Agreement.

11. Indemnification. Lessor hereby agrees to indemnify and hold harmless Lessee (and its successors, assigns, legal representatives and agents) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including legal fees and expenses) which arise out of or result from acts or omissions of Lessor that breach any covenant or obligation of Lessor under this Agreement. Lessee hereby agrees to indemnify and hold harmless Lessor (and its successors, assigns, legal representatives and agents) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and expenses) which arise out of or result from acts or omissions of Lessee that breach any covenant or obligation of Lessee under this Agreement. Lessor's and Lessee's obligations to indemnify and hold harmless, as specified in this paragraph, shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

12. Interference and Rf Radiation.

(a) General. Lessee will conduct its activities in accordance with applicable requirements of the FCC and sound electronic and engineering practice and will cooperate with Lessor and other tenants and potential tenants so as to anticipate and prevent interference to the broadcast operations or equipment of Lessor or any other tenant. If any engineering statement presented to or by the Lessor confirms that Lessee's broadcast operation, transmission or other activities on or around any portion of the Leased Premises are causing, or are reasonably expected to cause, interference to the broadcast operation, transmission or other activities of Lessor or any other tenant, Lessee shall, at its sole expense, promptly correct or modify the conditions causing such interference.

(b) Interference to Lessee. Upon determination that any other tenant is causing interference to Lessee's broadcast operation, transmission or other activities in or around any portion of the Leased Premises, Lessor will use its best efforts to modify or correct promptly, or cause such other tenant to modify or correct promptly, the condition causing such interference.

(c) Interference Defined. As used in this Agreement, interference to a broadcast operation, transmission or other similar activity shall mean a condition or anticipated condition which constitutes or would constitute interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association and the rules and regulations of the FCC then in effect.

(d) Dispute as to Interference. Any dispute as to whether interference is being caused or expected to be caused, or as to who is causing such interference, which remains unresolved for longer than seven (7) calendar days, shall be submitted to a consulting electronic engineer who is not retained or otherwise employed by Lessor, Lessee or any other tenant whose antenna is located on the Tower, and the determination of such consulting electronic engineer shall be final and binding on all parties. The consulting engineer shall be jointly selected by Lessor and Lessee.

(e) RF Radiation. Lessee shall, at Lessee's expense, take all actions required to ensure that Lessee's broadcast operation does not expose workers or the general public to levels of radio frequency radiation in excess of the "Radio Frequency Protection Guides" recommended in the American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 300 kHz to 100 GHz (ANSI C95.1-1982) issued by the American National Standards Institute.

13. Force Majeure. Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or to overcome.

14. Property Insurance. Lessor shall, at its expense, obtain and maintain during the term of this Lease, "All Risk", hazard insurance on the Leased Premises. Such insurance shall

cover at least all risks customarily insured against in the broadcasting industry, subject to standard deductibles.

15. Miscellaneous.

(a) Neither this Agreement nor any consent or approval provided for herein shall be binding upon Lessor or Lessee, as the case may be, unless signed by the party or a duly authorized officer thereof against whom enforcement is sought. This Agreement shall be deemed to have been made in the State of Maryland and shall be governed in all respects by the laws of such state (without regard to conflict of laws principles of such state).

(b) Subject to Section 2, this Agreement constitutes the entire agreement between Lessee and Lessor with respect to the Leased Premises.

(c) All notices, demands and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, or by facsimile transmission, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, when dispatched by facsimile transmission, five (5) days after deposited in the mail, first class postage prepaid, addressed as follows:

If to Lessee:

Cunningham Broadcasting Corporation
2000 West 41st Street
Baltimore, Maryland 21211-1420
Attn: Mr. Robert L. Simmons, President

with a copy to:

Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, Maryland 21202-1053
Attn: Steven A. Thomas, Esq.
Fax: (410) 752-2046

or to such other address as Lessee may from time to time designate.

If to Lessor:

WTTO, Inc.
c/o Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attn: Mr. David B. Amy

Fax: (410) 467-5043

with a copy to:

WTTO, Inc.
c/o Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attn: Barry Faber, Esq.

or to such other address as Lessor may from time to time designate.

(d) This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns (including any subsequent assignee of an assignee).

(e) If any term or provision of this Agreement or the application thereof to any person is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to the persons other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(f) No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The waiver of Lessor or Lessee of any breach of any obligation of Lessee or Lessor shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of lease payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach by Lessee regardless of Lessor's knowledge of such prior existing breach at the time of Lessor's acceptance of such lease payments. The rights afforded Lessor and Lessee hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WTTO, INC. ("Lessor")

By: _____
David B. Amy, Secretary

CUNNINGHAM BROADCASTING
CORPORATION ("Lessee")

By: _____
Lisa Asher, Secretary

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EXHIBIT A

651 Beacon Parkway West
Suite 105
Birmingham, AL 35209

FIRST AMENDMENT TO PROGRAMMING SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROGRAMMING SERVICES AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 200__ by and between WTTO, Inc. ("Programmer") and WDBB-TV, Inc. (the "Owner") which is the operator and the licensee of television station WDBB-TV in Tuscaloosa, Alabama ("Station").

Explanatory Statement

A. The parties hereto are parties to that certain Programming Services Agreement dated November 9, 1995 (the "Agreement").

B. The parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Amendment to Agreement. The Agreement is hereby amended by deleting Section 3 thereof in its entirety and by inserting in lieu thereof the following:

"3. Consideration. In consideration for Owner's broadcasting of the programming provided by Programmer pursuant to this Agreement, Programmer agrees to pay Owner, during each calendar month of the term of this Agreement the "Monthly Payment" (as defined below), payable on the last day of each calendar month. The "Monthly Payment" shall equal the sum of (a) _____ (\$ _____), plus (b) an amount sufficient to cover all operating expenses, reasonable capital (including the employees required by the FCC) and other costs and expenditures of the Station, including without limitation, operating costs reasonably necessary for the continuation of the Station's broadcast signals (except for capital improvements unless such improvements have been approved by the Programmer) so Owner can recover all of its expenses relating to the operation of the Station and pay for and fund its other obligations. The Monthly Payment will also cover all other expenses and expenditures which are allocated to the Station. The Monthly Payment shall be adjusted periodically by the parties in good faith to reflect any changes in costs.

Programmer shall make a payment to Owner within ninety (90) days following each calendar year of the term of this Agreement equal to _____ (% of the increase, if any, in the aggregate broadcast cash flow (as reasonably determined by Programmer consistent with its calculation of broadcast cash flow for its television stations generally) of the Station and WTTO-TV for the immediately preceding year over a baseline cash flow. The baseline cash flow shall be equal to the current aggregate cash flow of the Station and WTTO-TV".

2. Addition to Agreement. The Agreement shall have added to it a new Section 23 which shall state as follows:

"23. 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 provisions 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."

3. Entire Agreement Effectiveness. All other provisions of the Agreement not amended or supplemented by this Amendment remain in full force and effect as written. The Agreement, as amended by this Amendment, is the entire agreement of the parties with respect to the subject matter thereof and hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Amendment to be signed in their respective corporate names by authorized officers and their hands and corporate seals to be hereunto affixed, all as of the date first above written.

OWNER:

WDBB-TV, INC.

By: _____
Name: _____
Title: _____

PROGRAMMER:

WTTO, INC.

By: _____
Name: _____
Title: _____

EXHIBIT C

PROMISSORY NOTE

\$1,200,000

January 18, 1995
Las Vegas, Nevada

1. Principal and Interest. For value received, H and P Communications, Inc., a Nevada corporation (hereinafter referred to as "Maker"), hereby promises to pay to the order of Cecil Heftel and Carl Parmer (hereinafter referred to as "Payees"), at their place of business located at 6767 West Tropicana Avenue, Las Vegas, Nevada 89103, or at such other place as the holder of this Promissory Note (hereinafter referred to as this "Note") may designate in writing, the principal sum equal to \$1,200,000. The unpaid principal balance hereof shall bear interest from the date hereof until paid at a rate equal to five percent (5%) per annum. Interest chargeable hereunder shall be calculated on the basis of a 360 day year for actual days elapsed.
2. Payment. Principal and accrued interest shall be due and payable on demand. All principal and interest shall be payable in lawful money of the United States of America. All amounts paid hereunder shall be applied first to accrued interest and then to principal.
3. Prepayment. Maker shall have the right to prepay all or any portion of the principal hereof at any time without premium or penalty; provided, however, that with any prepayment Maker shall also pay all accrued but unpaid interest on the principal being prepaid.
4. Late Charge. If any payment of principal or interest hereunder is not paid when due, such unpaid amount shall bear interest from the due date until paid at a rate equal to the lesser of 18% per annum or the highest interest rate permitted by law. All payments of such late charges shall be made in lawful money of the United States of America.
5. Waivers. Maker, for itself and its legal representatives, successors and assigns, expressly waives presentment, protest, demand, notice of dishonor, notice of nonpayment, notice of maturity, notice of protest, presentment for the purpose of accelerating maturity, and diligence in collection.
6. Fees and Expenses. Maker agrees to pay reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the holder of this Note in connection with or related to any action taken to collect this Note, whether or not suit is brought.
7. Modifications in Writing. No waiver or modification of any of the terms or provisions of this Note shall be valid or

binding unless set forth in a writing signed by Maker and Payees, and then only to the extent therein specifically set forth.

8. Governing Law. This Note and all rights and obligations of the undersigned and the holder hereof shall be governed, construed and interpreted in accordance with the internal laws of the State of Nevada.

9. Division of Payments. All payments made hereunder shall be divided equally between Cecil Heftel and Carl Parmer.

H AND P COMMUNICATIONS, INC.

By: _____

Carl Parmer,
Co-Chief Executive Officer