

PLAN AND AGREEMENT OF MERGER

BY AND AMONG

**CUNNINGHAM BROADCASTING CORPORATION
(FORMERLY, GLENCAIRN, LTD.),
COLUMBUS (WTTE-TV), INC.,
SINCLAIR BROADCAST GROUP, INC.,**

AND

SINCLAIR ACQUISITION XIII, INC.

(dated July 3, 2002)

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PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "**Agreement**") is entered into as of the 3rd day of July, 2002, by and among Cunningham Broadcasting Corporation (formerly, Glencairn, Ltd.), a Maryland corporation ("**Cunningham**"), Columbus (WTTE-TV), Inc., a Maryland corporation and a wholly-owned subsidiary of Cunningham ("**WTTE**"), Sinclair Broadcast Group, Inc., a Maryland corporation ("**Parent**"), and Sinclair Acquisition XIII, Inc., a Maryland corporation and wholly-owned subsidiary of Parent ("**Acquisition**"). Cunningham, WTTE and Licensee (as defined below) are sometimes referred to herein as the "**Cunningham Parties**," and Parent and Acquisition are sometimes referred to herein as the "**Sinclair Parties**".

RECITALS

WHEREAS, WTTE is the owner of television broadcast station WTTE-TV, Columbus, Ohio (the "**Station**"), and the parent of Columbus (WTTE-TV) Licensee, Inc., the holder of FCC Licenses ("**Licensee**") for the Station; and

WHEREAS, the Cunningham Parties and the Sinclair Parties are desirous of effecting a merger, all upon the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, the Cunningham Parties and Sinclair Parties, intending to be legally bound, for good and valuable consideration, hereby represent, warrant, covenant, and agree as follows:

SECTION 1: THE MERGER

1.1. **Merger**. Subject to the terms and conditions of this Agreement, WTTE shall be merged with and into Acquisition in a transaction intended to qualify as a tax free reorganization in accordance with Internal Revenue Code Section 368.

SECTION 2: TERMS OF MERGER

2.1. **Terms of Merger; Effective Time**. The terms of merger (the "**Merger**") are:

(a) WTTE shall be merged with and into Acquisition in accordance with the statutory provisions of the Annotated Code of Maryland, Corporations and Associations Article, Title 3, Subtitle 1.

(b) Acquisition shall be the surviving corporation, and the corporate identity, existence, purposes, powers, franchises, rights, and immunities of Acquisition shall continue unaffected and unimpaired by the merger. The Articles of Incorporation and By-Laws, each as heretofore amended, of Acquisition shall remain in effect and unaltered as the Articles of Incorporation and By-Laws of the surviving corporation, and the duly qualified and acting

directors and officers of Acquisition immediately prior to the time the Merger becomes effective, shall be the directors and officers of the surviving corporation. The corporate identity, existence, purposes, powers, franchises, rights, and immunities of WTTE shall be merged into Acquisition, and Acquisition shall be fully vested therewith.

(c) Immediately after the Closing, the Merger shall be effected by filing with the Maryland State Department of Assessments and Taxation ("MSDAT") Articles of Merger and the time at which such Articles of Merger are accepted by MSDAT shall be the "**Effective Time**" of the Merger. Acquisition shall cause such Articles of Merger to be so filed and recorded within one (1) business day after the Closing Date.

(d) The separate existence of WTTE, except insofar as specifically otherwise provided by law, shall cease at the Effective Time, whereupon Acquisition and WTTE shall become a single corporation.

(e) At the Effective Time, all of the authorized shares of any designation of WTTE shall be void, and Parent, as consideration for the Merger, shall, subject to Section 2.1(f) below, pay to Cunningham Three Million Two Hundred Seventy Five Thousand Five Hundred Eight Dollars (\$3,275,508.00) (the "**Base Merger Consideration**"). The Base Merger Consideration, as increased pursuant to Section 2.1(f) below, may be paid by the Sinclair Parties, at their sole election (i) one hundred percent (100%) in immediately available funds; (ii) in a combination of immediately available funds and Class A Common Voting Stock of Parent (the "**Shares**"); or (iii) one hundred percent (100%) in the Shares. The number of Shares to be issued hereunder shall be determined by the fair market value of one (1) share of Class A Common Voting Stock ("**Class A Stock**") of Parent; and for purposes of this Agreement, "**fair market value**" shall mean the average of the closing share prices of the Class A Stock as reported on the NASDAQ National Market for the five (5) business days immediately prior to the Closing Date. The outstanding shares of Acquisition shall not be changed or converted as a result of the merger; and following the Effective Time, all shares of Acquisition heretofore authorized shall be authorized shares of the surviving corporation, and all shares of Acquisition then outstanding shall remain outstanding and shall be fully paid and nonassessable by Acquisition and shall be subject to all provisions of this Agreement. The Sinclair Parties shall notify the Cunningham Parties not later than two (2) Business Days prior to Closing of the manner of payment elected by the Sinclair Parties pursuant to this Section 2.1(e).

(f) Beginning on June 30, 2002, the Base Merger Consideration shall be increased by ten percent (10%) on July 1, 2002 and on each July 1st thereafter, which increase shall be paid as provided by Section 2.1(e)(i) - (iii) above (the "**Merger Consideration**").

2.2. **Closing.** The closing (the "**Closing**") of the transactions contemplated by this Agreement shall take place on a date specified by the Sinclair Parties on at least five (5) days written notice that is not earlier than the first Business Day or later than ten (10) Business Days after the conditions precedent to the Closing set forth in Sections 7.1(c), 7.1(d), 7.2(c), and 7.2(d) have been satisfied or waived or on such other date otherwise mutually agreed to by the Sinclair

Parties and the Cunningham Parties, or as otherwise provided for in this Agreement, at the offices of Thomas & Libowitz, P.A., 100 Light Street, Suite 1100, Baltimore, Maryland 21202.

SECTION 3: REPRESENTATIONS AND WARRANTIES OF SELLER

The Cunningham Parties represent and warrant to the Sinclair Parties as of the date hereof and as of the Closing Date (except for representations and warranties that speak as of a specific date or time, in which case, such representations and warranties shall be true and complete as of such date or time) as follows:

3.1. **Organization and Authority of the Cunningham Parties.** The Cunningham Parties are corporations duly organized, validly existing, and in good standing under the laws of the State of Maryland. Each of the Cunningham Parties has the requisite corporate power and authority to own, lease, and operate its properties, to carry on its business where such properties are now owned, leased, or operated and such business is now conducted, and to execute, deliver, and perform this Agreement and the documents contemplated hereby according to their respective terms. Each of the Cunningham Parties are qualified to do business as a foreign corporation in the jurisdictions in which such qualification is required. Except as set forth on Schedule 3.1, the Cunningham Parties are not a participant in any joint venture or partnership with any other Person with respect to any part of the operations of the Station.

3.2. **Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement by the Cunningham Parties has been duly authorized by all necessary corporate or other required action on the part of the Cunningham Parties. This Agreement has been duly executed and delivered by each of the Cunningham Parties and constitutes their legal, valid, and binding obligation, enforceable against each of them in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditor's rights generally and by judicial discretion in the enforcement of equitable remedies.

3.3. **Absence of Conflicting Agreements.** Subject to obtaining the FCC Consent, the filings which may be required by Hart-Scott-Rodino and the Consent of the Lenders, the execution, delivery, and performance by the Cunningham Parties of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) do not require the Consent of any third party; (b) will not conflict with any provision of the Articles of Incorporation, By-Laws, or other organizational documents of any of the Cunningham Parties; (c) will not conflict with, result in a material breach of, or constitute a material default under any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (d) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, instrument, license, or permit to which the Cunningham Parties are a party or by which the Cunningham Parties may be bound legally; and (e) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the assets of the Station.

3.4. **Governmental Licenses.** Schedule 3.4 includes a true and complete list of the FCC Licenses and any other material Licenses. The Cunningham Parties have made available to the Sinclair Parties true and complete copies of the main Licenses (including any amendments and other modifications thereto). The Licenses have been validly issued, and Licensee is the authorized legal holder of the Licenses and those FCC Licenses listed on Schedule 3.4. The Licenses and the FCC Licenses listed on Schedule 3.4 comprise all of the material licenses, permits, and other authorizations required from any governmental or regulatory authority for the lawful conduct in all material respects of the business and operations of the Station in the manner and to the full extent they are now conducted and, except as otherwise disclosed on Schedule 3.4, none of the Licenses is subject to any unusual or special restriction or condition that could reasonably be expected to limit materially the full operation of the Station as now operated. The FCC Licenses are in full force and effect, are valid for the balance of the current license term applicable generally to television stations licensed to the same community as the Station, are unimpaired by any acts or omissions of either of the Cunningham Parties or any of its Affiliates, or the employees, agents, officers, directors, or shareholders of either of the Cunningham Parties or any of their Affiliates, and are free and clear of any restrictions which might limit the full operation of the Station in the manner and to the full extent as it is now operated (other than restrictions under the terms of the licenses themselves or applicable to the television broadcast industry generally). Except as listed on Schedule 3.4 hereto, there are no applications, proceedings or complaints pending or, to the knowledge of the Cunningham Parties, threatened which may have an adverse effect on the business or operation of the Station (other than rulemaking proceedings that apply to the television broadcasting industry generally). Except as disclosed on Schedule 3.4 hereto, neither of the Cunningham Parties are aware of any reason why any of the FCC Licenses might not be renewed in the ordinary course for a full term without material qualifications or of any reason why any of the FCC Licenses might be revoked. Except as set forth on Schedule 3.4, to the knowledge of the Cunningham Parties, there are no facts relating to the Cunningham Parties which, under the Communications Act, or the existing rules of the FCC, would (a) disqualify the Cunningham Parties, or any subsidiary, from assigning any of the FCC Licenses to the Sinclair Parties; (b) cause the filing of any objection to the assignment of the FCC Licenses to the Sinclair Parties; (c) lead to a delay in the processing by the FCC of the applications of the FCC Licenses to the Sinclair Parties; (d) lead to a delay in the termination of the waiting period, if any, required by Hart-Scott-Rodino; or (e) disqualify the Cunningham Parties from consummating the transactions contemplated herein within the times contemplated herein. An appropriate public inspection file for the Station is maintained at the Station's studio in accordance with FCC rules.

3.5. **Real Property.** Access to the Station's transmission facilities are restricted in accordance with the policies of the FCC. Schedule 3.5 contains a complete description of all Real Property Interests (including street address, owner, and the Cunningham Parties' use thereof). The Real Property Interests listed on Schedule 3.5 comprises all interests in real property necessary to conduct the business and operations of the Station as now conducted. Each leasehold or subleasehold interest on Schedule 3.5 is legal, valid, binding, enforceable, and in full force and effect. To the knowledge of the Cunningham Parties, no other party thereto is in material default, violation, or breach under any lease or sublease, and no event has occurred and is

continuing that constitutes (with notice or passage of time or both) a material default, violation, or breach thereunder. The Cunningham Parties have not received any notice of a default, offset, or counterclaim under any lease or sublease with respect to any of the Real Property Interests. As of the date hereof and as of the Closing Date, the Cunningham Parties enjoy peaceful and undisturbed possession of the leased Real Property Interests; and so long as the Cunningham Parties fulfill its obligations under the lease therefor, the Cunningham Parties have enforceable rights to nondisturbance and quiet enjoyment against its lessor or sublessor; and to the knowledge of the Cunningham Parties, except as set forth in Schedule 3.5, no third party holds any interest in the leased premises with the right to foreclose upon either of the Cunningham Parties' leasehold or subleasehold interest. The Cunningham Parties have legal and practical access to all of the Leased Real Property. All Real Property Interests (including the improvements thereon) (a) are in good condition and repair consistent with its current use; (b) are available for immediate use in the conduct of the business and operations of the Station; and (c) comply in all material respects with all applicable material building or zoning codes and the regulations of any governmental authority having jurisdiction, except to the extent that the current use by the Cunningham Parties, while permitted, constitutes or would constitute a "nonconforming use" under current zoning or land use regulations. No eminent domain or condemnation proceedings are pending or, to the knowledge of the Cunningham Parties, threatened with respect to any Real Property Interests.

3.6. **Tangible Personal Property.** Schedule 3.6 lists the Tangible Personal Property comprising all material items of tangible personal property necessary to conduct the business and operations of the Station as now conducted. Except as described in Schedule 3.6, the Cunningham Parties own and have good title to each item of Tangible Personal Property, and none of the Tangible Personal Property owned by the Cunningham Parties is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance, except for Permitted Encumbrances. With allowance for normal repairs, maintenance, wear, and obsolescence, each material item of Tangible Personal Property is in good operating condition and repair and is available for immediate use in the business and operations of the Station. Except as set forth in Schedule 3.6, all material items of transmitting and studio equipment included in the Tangible Personal Property (a) have been maintained in a manner consistent with generally accepted standards of good engineering practice, and (b) will permit the Station and any auxiliaries thereto to operate in accordance with the terms of the FCC Licenses and the rules and regulations of the FCC and in all material respects with all other applicable federal, state, and local statutes, ordinances, rules and regulations.

3.7. **Contracts.** The Cunningham Parties have delivered or made available to the Sinclair Parties true and complete copies of all written Contracts, and true and complete descriptions of all oral Contracts (including any amendments and other modifications to such Contracts). All of the Contracts are in full force and effect and are valid, binding, and enforceable in accordance with their terms except as the enforceability of such Contracts may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies. None of the Cunningham Parties, nor to the knowledge of the Cunningham Parties, any other party thereto is in default, violation, or breach in any material respect under any Contract, and no event has occurred and is continuing that constitutes (with

notice or passage of time or both) a default, violation, or breach in any material respect thereunder. Other than in the ordinary course of business, to the knowledge of the Cunningham Parties, no party to any Contract has any intention (a) to terminate such Contract or amend the terms thereof; (b) to refuse to renew the Contract upon expiration of its term; or (c) to renew the Contract upon expiration only on terms and conditions that are more onerous than those now existing.

3.8. **Intangibles.** Schedule 3.8 is a true and complete list of all Intangibles (exclusive of Licenses listed in Schedule 3.4) that are required to conduct the business and operations of the Station as now conducted, all of which are valid and in good standing and uncontested. The Cunningham Parties have provided or made available to the Sinclair Parties copies of all documents establishing or evidencing the Intangibles listed on Schedule 3.8. The Cunningham Parties own or have a valid license to use all of the Intangibles listed on Schedule 3.8. Other than with respect to matters generally affecting the television broadcasting industry and not particular to the Cunningham Parties and except as set forth on Schedule 3.8, the Cunningham Parties have not received any notice or demand alleging that the Cunningham Parties are infringing upon or otherwise acting adversely to any trademarks, trade names, service marks, service names, copyrights, patents, patent applications, know-how, methods, or processes owned by any other Person, and there is no claim or action pending or, to the knowledge of the Cunningham Parties, threatened with respect thereto. To the knowledge of the Cunningham Parties, except as set forth on Schedule 3.8, no other Person is infringing upon the Cunningham Parties' rights or ownership interest in the Intangibles.

3.9. **Title to Properties.** Except as disclosed in Schedule 3.5 or 3.6, the Cunningham Parties have good and marketable title to their assets and properties, and their assets and properties are not subject to mortgages, pledges, liens, security interests, encumbrances, or other charges or rights of others of any kind or nature except for Permitted Encumbrances.

3.10. **Financial Statements.** The Cunningham Parties have delivered to the Sinclair Parties the following financial statements (the "**Financial Statements**") with respect to the Station: (a) the audited financial statements for the period ending December 31, 2001, and (b) the unaudited financial statements for the period ending March 31, 2002. Each of the foregoing financial statements (including, in all cases, the notes thereto, if any) (i) is accurate and complete in all material respects, (ii) is consistent in all material respects with the books and records of the Cunningham Parties, and (iii) fairly presents in all material respects the financial condition and results of operations of the Cunningham Parties, consistently applied, as of the dates and for the periods set forth therein.

3.11. **Taxes.** Except as set forth in Schedule 3.11, the Cunningham Parties have filed or caused to be filed all Tax Returns that are required to be filed with respect to its ownership and operation of the Station, and have paid or caused to be paid all Taxes shown on those returns or on any Tax assessment received by it to the extent that such Taxes have become due, or have set aside on its books adequate reserves (segregated to the extent required by generally accepted accounting principles) with respect thereto. There are no legal, administrative, or other Tax proceedings presently pending, and there are no grounds existing pursuant to which the

Cunningham Parties are or could be made liable for any Taxes, the liability for which could extend to the Sinclair Parties as transferee of the business of the Station.

3.12. **Insurance.** Schedule 3.12 is a true and complete list of all insurance policies of or covering the Station. All policies of insurance listed in Schedule 3.12 are in full force and effect as of the date hereof. During the past three years, no insurance policy of the Station has been canceled by the insurer and, except as set forth on Schedule 3.12, no application of the Cunningham Parties for insurance has been rejected by any insurer.

3.13. **Reports.** All material returns, reports, and statements that the Station is currently required to file with the FCC or Federal Aviation Administration have been filed, and all reporting requirements of the FCC and Federal Aviation Administration have been complied with in all material respects. To the best knowledge of the Cunningham Parties, all of such returns, reports and statements, as filed, satisfy all applicable legal requirements in all material respects.

3.14. **Personnel and Employee Benefits.**

(a) **Employees and Compensation.** Schedule 3.14 contains a true and complete list of all employees of the Cunningham Parties employed at the Station as of May 31, 2002. Schedule 3.14 also contains a true and complete list of all employee benefit plans or arrangements covering the employees employed at the Station (the "**Employees**"), including, with respect to the Employees any:

(i) "**Employee welfare benefit plan,**" as defined in Section 3(1) of ERISA, that is maintained or administered by the Cunningham Parties or to which the Cunningham Parties contributes or is required to contribute (a "**Welfare Plan**");

(ii) "**Multiemployer pension plan,**" as defined in Section 3(37) of ERISA, that is maintained or administered by the Cunningham Parties or to which the Cunningham Parties contribute or is required to contribute (a "**Multiemployer Plan**" and, together with the Welfare Plans, the "**Benefit Plans**");

(iii) "**Employee pension benefit plan,**" as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), to which the Cunningham Parties contribute or is required to contribute (a "**Pension Plan**");

(iv) Employee plan that is maintained in connection with any trust described in Section 501(c)(9) of the Internal Revenue Code of 1986, as amended; and

(v) Employment, severance, or other similar contract, arrangement, or policy and each plan or arrangement (written or oral) providing for insurance coverage (including any self-insured arrangements), workers' compensation, disability benefits, supplemental unemployment benefits, vacation benefits, or retirement benefits or arrangement for deferred compensation, profit-sharing, bonuses, stock options, stock appreciation rights, stock purchases, or other forms

of incentive compensation or post-retirement insurance, compensation, or benefits that (A) is not a Welfare Plan, Pension Plan, or Multiemployer Plan, and (B) is entered into, maintained, contributed to, or required to be contributed to by the Cunningham Parties or under which the Cunningham Parties have any liability relating to Employees, (collectively, "**Benefit Arrangements**").

(b) **Pension Plans**. The Cunningham Parties do not sponsor, maintain, or contribute to any Pension Plan other than the Legg Mason Wood Walker, Inc. Savings Incentive Match Plan for Employees. Each Pension Plan complies currently and has been maintained in substantial compliance with its terms and, both as to form and in operation, with all material requirements prescribed by any and all material statutes, orders, rules and regulations that are applicable to such plans, including ERISA and the Code.

(c) **Welfare Plans**. Each Welfare Plan complies currently and has been maintained in substantial compliance with its terms and, both as to form and in operation, with all material requirements prescribed by any and all material statutes, orders, rules and regulations that are applicable to such plans, including ERISA and the Code. The Cunningham Parties do not sponsor, maintain, or contribute to any Welfare Plan that provides health or death benefits to former employees of the Station other than as required by Section 4980B of the Code or other applicable laws.

(d) **Benefit Arrangements**. Each Benefit Arrangement has been maintained in substantial compliance with its terms and with the material requirements prescribed by all statutes, orders, rules and regulations that are applicable to such Benefit Arrangement. The Cunningham Parties have no written contract prohibiting the termination of any Employee.

(e) **Multiemployer Plans**. Except as disclosed in Schedule 3.14, the Cunningham Parties have not at any time been a participant in any Multiemployer Plan.

(f) **Delivery of Copies of Relevant Documents and Other Information**. The Cunningham Parties have delivered or made available to the Sinclair Parties true and complete copies of each of the following documents:

(i) Each Welfare Plan and Pension Plan (and, if applicable, related trust agreements) and all amendments thereto, and written descriptions thereof that have been distributed to Employees, all annuity contracts or other funding instruments; and

(ii) Each Benefit Arrangement and written descriptions thereof that have been distributed to Employees and complete descriptions of any Benefit Arrangement that is not in writing.

(g) **Labor Relations**. Except as set forth in Schedule 3.14(g), the Cunningham Parties are not a party to or subject to any collective bargaining agreement or written or oral employment agreement with any Employee. With respect to the Employees, the Cunningham Parties have complied in all material respects with all laws, rules and regulations relating to the

employment of labor, including those related to wages, hours, collective bargaining, occupational safety, discrimination, and the payment of social security and other payroll related taxes, and has not received any notice alleging that the Cunningham Parties have failed to comply materially with any such laws, rules, or regulations. Except as set forth on Schedule 3.14(g), no proceedings are pending or, to the knowledge of the Cunningham Parties, threatened between any Cunningham Party and any Employee (singly or collectively) that relate to the Station. Except as set forth on Schedule 3.14(g), no labor union or other collective bargaining unit represents or claims to represent any of the Employees. Except as set forth in Schedule 3.14(g), to the knowledge of the Cunningham Parties, there is no union campaign being conducted to solicit cards from any Employees to authorize a union to represent any of the employees of the Cunningham Parties or to request a National Labor Relations Board certification election with respect to any Employees.

3.15. **Claims and Legal Actions.** Except as disclosed on Schedule 3.15 and except for any FCC rulemaking proceedings generally affecting the television broadcasting industry and not particular to the Cunningham Parties, there is no claim, legal action, counterclaim, suit, arbitration, or other legal, administrative, or tax proceeding, nor any order, decree, or judgment, in progress or pending or, to the knowledge of the Cunningham Parties, threatened against or relating to the business or operations of the Station, nor do the Cunningham Parties know of any basis for the same.

3.16. **Environmental Compliance.**

(a) Sellers do not own any real estate. Except as disclosed on Schedule 3.16, (i) none of the Tangible Personal Property and, to the knowledge of the Cunningham Parties, none of the Leased Real Property contains (x) any asbestos, polychlorinated biphenyls or any PCB contaminated oil; (y) any Contaminants; or (z) any underground storage tanks; (ii) no underground storage tank disclosed on Schedule 3.16 has leaked and has not been remediated or leaks and such tank is in substantial compliance with all applicable Environmental Laws; and (iii) to the knowledge of the Cunningham Parties, all of the Leased Real Property is in substantial compliance with all applicable Environmental Laws.

(b) The Cunningham Parties has obtained all material permits, licenses and other authorizations that are required under all Environmental Laws.

3.17. **Compliance with Laws.** Except as set forth in Schedule 3.17, the Cunningham Parties have complied in all material respects with the Licenses and all material federal, state and local laws, rules, regulations and ordinances applicable or relating to the ownership and operation of the Station, and the Cunningham Parties have not received any notice of any material violation of federal, state and local laws, regulations and ordinances applicable or relating to the ownership or operation of the Station nor, to the knowledge of the Cunningham Parties, have the Cunningham Parties received any notice of any immaterial violation of federal, state and local laws, regulations, and ordinances applicable or relating to the ownership or operation of the Station.

3.18. **Conduct of Business in Ordinary Course.** Since December 31, 2001 and through the date hereof, the Cunningham Parties have conducted its business and operations in the ordinary course and, except as disclosed in Schedule 3.18, have not:

(a) made any material increase in compensation payable or to become payable to any of its employees other than those in the normal and usual course of business or in connection with any change in an employee's responsibilities, or any bonus payment made or promised to any of its Employees, or any material change in personnel policies, employee benefits, or other compensation arrangements affecting its employees;

(b) made any sale, assignment, lease, or other transfer of assets other than in the normal and usual course of business with suitable replacements being obtained therefor;

(c) canceled any debts owed to or claims held by the Cunningham Parties, except in the normal and usual course of business;

(d) made any changes in the Cunningham Parties' accounting practices;

(e) suffered any material write-down of the value of any assets or any material write-off as uncollectable of any accounts receivable; or

(f) transferred or granted any right under, or entered into any settlement regarding the breach or infringement of, any license, patent, copyright, trademark, trade name, franchise, or similar right, or modified any existing right.

3.19. **Insolvency Proceedings.** Neither the Cunningham Parties nor their assets and properties are the subject of any pending or threatened insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary. The Cunningham Parties have not made an assignment for the benefit of creditors or taken any action in contemplation of or which would constitute a valid basis for the institution of any such insolvency proceedings. The Cunningham Parties are not insolvent nor will they become insolvent as a result of entering into or performing this Agreement.

3.20. **Articles of Incorporation, Bylaws, and Capitalization of WTTE.** A true, correct, and complete copy of the articles of incorporation and bylaws of WTTE, as amended to date, have been provided to the Sinclair Parties. The authorized capital stock of WTTE consists solely of one thousand (1,000) shares, having a par value of one cent (\$.01) per share, of which one hundred (100) shares are issued and outstanding in the name of Cunningham (the "Issued WTTE Shares"). All such issued and outstanding shares have been duly authorized, validly issued, and are fully paid and nonassessable and, to the knowledge of the Cunningham Parties, have been issued in all material respects and compliance with all applicable state and federal securities laws concerning the issuance of securities, and none of such shares were issued in violation of the preemptive rights of past or present stockholders. Except as set forth on Schedule 3.20, the

Issued WTTE Shares are not subject to any option(s), warrant(s), voting trust(s), outstanding proxy(ies), registration rights agreement(s), or other agreements regarding voting rights.

3.21. **Brokers.** None of the Cunningham Parties or any Person acting on their behalf has incurred any liability for any finder's or broker's fees or commissions in connection with the transactions contemplated by this Agreement, and the Sinclair Parties shall have no liability for any finder's or broker's fees or commissions in connection with the transactions contemplated by this Agreement.

SECTION 4: REPRESENTATIONS AND WARRANTIES OF THE SINCLAIR PARTIES

The Sinclair Parties represent and warrant to the Cunningham Parties as of the date hereof and as of the Closing Date (except for representations and warranties that speak as of a specific date or time, in which case, such representations and warranties shall be true and complete as of such date and time) as follows:

4.1. **Organization, Standing and Authority.** The Sinclair Parties are corporations duly organized, validly existing and in good standing under the laws of the State of Maryland and have the requisite corporate power and authority to execute, deliver and perform this Agreement. Prior to the Closing Date, to the extent required by law, the Sinclair Parties will be qualified to do business in the jurisdictions in which such qualification is required by law.

4.2. **Authorization and Binding Obligation.** The execution, delivery and performance of this Agreement by the Sinclair Parties have been duly authorized by all necessary action on the part of the Sinclair Parties. This Agreement has been duly executed and delivered by the Sinclair Parties and constitutes a legal, valid and binding obligation of the Sinclair Parties, enforceable against the Sinclair Parties in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

4.3. **Absence of Conflicting Agreements and Required Consents.** Subject to obtaining the FCC Consent, the filings which may be required by Hart-Scott Rodino and the Consent of the Lenders, the execution, delivery and performance by the Sinclair Parties of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) do not require the Consent of any third party; (b) will not conflict with the Articles of Incorporation or Bylaws of the Sinclair Parties; (c) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; and (d) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which the Sinclair Parties are a party or by which the Sinclair Parties may be bound.

4.4. **Sinclair Parties' Qualifications.** Except as disclosed on Schedule 4.4, the Sinclair Parties are (and pending Closing will remain) legally, financially, and otherwise qualified to be the licensee of, acquire, own, and operate the Station under the Communications Act, and the rules, regulations, and policies of the FCC. Except as disclosed on Schedule 4.4, the Sinclair Parties know of no fact that would, under existing law and the existing rules, regulations, policies, and procedures of the FCC (a) disqualify the Sinclair Parties as an transferee of the FCC Licenses or as the owner and operator of the Station, or (b) cause the FCC to fail to approve in a timely fashion the application for the FCC Consent. Except as disclosed on Schedule 4.4, no waiver of any FCC rule or policy is necessary to be obtained for the grant of the applications for the assignment of the FCC Licenses to the Sinclair Parties.

4.5. **Brokers.** None of the Sinclair Parties or any Person acting on their behalf has incurred any liability for any finder's or broker's fees or commissions in connection with the transactions contemplated by this Agreement, and the Cunningham Parties shall have no liability for any finder's or broker's fees or commissions in connection with the transactions contemplated by this Agreement.

4.6. **Articles of Incorporation, Bylaws and Capitalization of SBG.** A true, correct and complete copy of the articles of incorporation and bylaws of Parent, as amended to date, have been provided to Grantor. As of May 31, 2002, the authorized capital stock of Parent consists solely of Six Hundred Ninety Million (690,000,000) shares, having an aggregate par value of Six Million Nine Hundred Thousand Dollars (\$6,900,000.00) consisting of:

(i) Five Hundred Million (500,000,000) shares of Class A Common Stock (\$.01 par value per share), 43,077,952 shares of which are issued and outstanding and none of which are held as treasury stock on the date of this Agreement;

(ii) One Hundred Forty Million (140,000,000) shares of Class B Common Stock (\$.01 par value per share), 42,358,234.2270 shares of which are issued and outstanding on the date of this Agreement;

(iii) Fifty Million (50,000,000) shares of Preferred Stock (\$.01 par value per share), Three Million Four Hundred Fifty Thousand (3,450,000) shares of which are issued and outstanding;

All such issued and outstanding shares have been duly authorized, validly issued and are fully paid and non-assessable and, to Parent's actual knowledge, have been issued in all material respects in compliance with all applicable state and federal laws concerning the issuance of securities, and none of such shares were issued in violation of the preemptive rights of past or present stockholders.

SECTION 5: OPERATION OF THE STATION PRIOR TO CLOSING

The Cunningham Parties covenant and agree that between the date hereof and the Closing Date, the Cunningham Parties will operate the Station in the ordinary course in accordance with the

Cunningham Parties' past practices (except where such conduct would conflict with the following covenants or with other obligations of the Cunningham Parties under this Agreement or the TBA); and except as contemplated by this Agreement or with the prior written consent of the Sinclair Parties (such consent not to be unreasonably withheld), the Cunningham Parties will act in accordance with the following insofar as such actions relate to the Station:

5.1. **Contracts**. The Cunningham Parties will not renew, extend, amend or terminate, or waive any material right under, any material contract, or enter into any contract or commitment or incur any obligation that will be assumed by or be otherwise binding on the Sinclair Parties after Closing, except for (a) the renewal or extension of any existing Contract on its existing terms in the ordinary course of business, and (b) other contracts (other than network affiliation agreements, or time brokerage or local marketing arrangements) entered into in the ordinary course of business consistent with the Cunningham Parties past practices that do not involve consideration, in the aggregate, in excess of Ten Thousand Dollars (\$10,000.00) without the consent of the Sinclair Parties. Prior to the Closing Date, the Cunningham Parties shall deliver to the Sinclair Parties a list of all material Contracts entered into between the date of this Agreement and the Closing Date and shall make available to the Sinclair Parties copies of such Contracts.

5.2. **Compensation**. The Cunningham Parties shall not materially increase the compensation, bonuses, or other benefits payable or to be payable to any person employed in connection with the conduct of the business or operations of the Station, except in accordance with past practices, as required by an employment agreement or consulting agreement or in connection and commensurate with the change in responsibility of any employee.

5.3. **Encumbrances**. The Cunningham Parties will not create, assume, or permit to exist any mortgage, pledge, lien, or other charge or encumbrance affecting any of their assets or properties, except for (a) liens disclosed in Schedule 5.3, (b) liens that will be removed prior to the Closing Date, and (c) Permitted Encumbrances.

5.4. **Dispositions**. The Cunningham Parties will not sell, assign, lease, dividend, or otherwise transfer or dispose of any of their assets or properties except (a) assets or properties that are no longer used in the operations of the Station, and (b) their assets or properties that are replaced with assets or properties of equivalent kind and value that are acquired after the date of this Agreement.

5.5. **Access to Information**. Upon three (3) days' prior written notice by the Sinclair Parties to the Cunningham Parties, the Cunningham Parties will give to the Sinclair Parties and its investment advisors, lenders, counsel, accountants, engineers and other authorized representatives reasonable access to the Station and all books, records and documents of the Cunningham Parties which are material to the business and operation of the Station, and will furnish or cause to be furnished to the Sinclair Parties and its authorized representatives all information relating to the Cunningham Parties and the Station that they reasonably request (including any financial reports, engineering reports and operations reports produced with respect to the Station).

5.6. **Insurance.** The Cunningham Parties shall maintain in full force and effect policies of insurance of the same type, character and coverage as the policies currently carried with respect to the business, operations and assets of the Station.

5.7. **Licenses.** The Cunningham Parties shall not cause or permit, by any act or failure to act, any of the Licenses listed on Schedule 3.4 to expire or to be revoked, suspended or modified, or take any action that could reasonably be expected to cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or material adverse modification of any of the Licenses. The Cunningham Parties shall prosecute with due diligence any applications to any governmental authority necessary for the operation of the Station.

5.8. **Obligations.** The Cunningham Parties shall pay all its obligations insofar as they relate to the Station as they become due, consistent with past practices.

5.9. **No Inconsistent Action.** The Cunningham Parties shall not take any action that is inconsistent with its obligations under this Agreement in any material respect or that could reasonably be expected to hinder or delay the consummation of the transactions contemplated by this Agreement. Neither the Cunningham Parties nor any of its respective representatives or agents shall, directly or indirectly, solicit, initiate, or participate in any way in discussions or negotiations with, or provide any confidential information to, any Person (other than the Sinclair Parties and their respective representatives and agents) concerning any possible disposition of the Station, the sale of any of their assets or properties, the sale or disposition of any stock or other security of the Cunningham Parties whether or not issued and outstanding on the date hereof, or any similar transaction.

5.10. **Maintenance of Assets.** The Cunningham Parties shall maintain all of their assets and properties in good condition (ordinary wear, tear and casualty excepted), consistent with their overall condition on the date of this Agreement, and use, operate and maintain all of their assets and properties in a reasonable manner. The Cunningham Parties shall maintain inventories of spare parts and expendable supplies at levels consistent with past practices. If any insured or indemnified loss, damage, impairment, confiscation, or condemnation of or to any of their assets or properties occurs, the Cunningham Parties shall repair, replace, or restore such assets to their prior condition as represented in this Agreement as soon thereafter as possible, and the Cunningham Parties shall use the proceeds of any claim under any property damage insurance policy or other recovery solely to repair, replace, or restore any of their assets or properties that are lost, damaged, impaired, or destroyed.

5.11. **Books and Records.** The Cunningham Parties shall maintain its books and records in accordance with past practices, as well as keep an appropriate public inspection file for the Station maintained at the Station's principal place of business in accordance with the policies of the Commission.

5.12. **Compliance with Laws.** The Cunningham Parties shall comply in all material respects with all material laws, rules and regulations.

5.13. **Compliance with Programming Services Agreement.** The Cunningham Parties shall comply with all material provisions of the TBA.

5.14. **Preservation of Business.** The Cunningham Parties shall use commercially reasonable efforts consistent with past practices to preserve the business and organization of the Station and to keep available to the Station its present employees and to preserve the audience of the Station and the Station's present relationships with suppliers, advertisers, and others having business relations with it.

5.15. **Normal Operations.** Subject to the terms and conditions of this Agreement (including, without limitation, Section 5.1) and the TBA, prior to the Closing, the Cunningham Parties shall carry on the business and activities of the Station, including, without limitation, promotional activities, the sale of advertising time, entering into other contracts and agreements, purchasing and scheduling programming, performing research, and operating in all material respects in accordance with existing budgets and past practice and will not enter into trade and barter obligations except in the ordinary course of business consistent with past practice.

SECTION 6: SPECIAL COVENANTS AND AGREEMENTS

6.1. FCC Consent.

(a) The merger, as contemplated by this Agreement, is subject to the prior consent and approval of the FCC.

(b) Within ten (10) Business Days after the date of this Agreement, the Cunningham Parties and the Sinclair Parties shall prepare and file with the FCC an appropriate application for FCC Consent. The parties shall thereafter prosecute the application with all reasonable diligence and otherwise use their respective best efforts to obtain a grant of the application as expeditiously as practicable. Each party agrees to comply with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with a condition if (i) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by that party of any of its representations, warranties or covenants hereunder, and (ii) compliance with the condition would have a material adverse effect upon it. The Sinclair Parties and the Cunningham Parties shall oppose any petitions to deny or other objections filed with respect to the application for the FCC Consent and any requests for reconsideration or judicial review of the FCC Consent.

(c) If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9, the parties shall jointly request an extension of the effective period of the FCC Consent, as the case may be. No extension of the effective period of the FCC Consent shall limit the exercise by either party of its right to terminate the Agreement under Section 9.

6.2. **Hart-Scott-Rodino**. Within ten (10) days following the execution of this Agreement, the Cunningham Parties and the Sinclair Parties shall, to the extent required by law, complete any filing that may be required pursuant to Hart-Scott-Rodino (the “**HSR Filing**”). The Cunningham Parties and the Sinclair Parties shall diligently take, or fully cooperate in the taking of, all necessary and proper steps, and provide any additional information, if any, reasonably requested in order to comply with, the requirements of Hart-Scott-Rodino. In the event an HSR Filing is not required by law on the date hereof, the Cunningham Parties and the Sinclair Parties agree to file the HSR Filing within ten (10) Business Days after the date the Sinclair Parties or the Cunningham Parties notify the other that such Filing is required by law.

6.3. **Confidentiality**. Except as necessary for the consummation of the transaction contemplated by this Agreement and except as and to the extent required by law, each party will keep confidential any information obtained from the other party in connection with the transactions specifically contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all information obtained by the such party from the other party in connection with the transactions contemplated by this Agreement.

6.4. **Cooperation**. The Cunningham Parties and the Sinclair Parties shall reasonably cooperate with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement, and in connection with any litigation after the implementation and consummation of this Agreement, and otherwise use their commercially reasonable efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement.

6.5. **Control of the Station**. Prior to the Closing, the Sinclair Parties shall not, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the operations of the Station; those operations, including complete control and supervision of Station's programs, employees and policies shall be the sole responsibility of the Cunningham Parties.

6.6. **Employee Matters**. Upon consummation of the Closing, the Sinclair Parties shall offer employment to each of the Employees listed on Schedule 6.6 at a comparable salary, position and place of employment as held by each such employee immediately prior to the Closing Date. The Sinclair Parties shall have no obligation to any other employees of the Cunningham Parties.

6.7. **Public Announcements**. The Cunningham Parties and the Sinclair Parties shall consult with each other before issuing any press releases or otherwise making any public statements with respect to this Agreement or the transactions contemplated herein and shall not issue any such press release or make any such public statement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that a party may, without the prior written consent of the other party, issue such press release or make such public statement as may be required by law or any listing agreement with a national securities exchange to which the Sinclair Parties are a party if it has used all reasonable efforts to consult with the other party and to obtain such party's consent but has been unable to do so in a timely manner.

6.8. **Adverse Developments.** The Cunningham Parties shall promptly notify the Sinclair Parties of any unusual or materially adverse developments that occur prior to the Closing with respect to their assets, properties, or the operation of the Station.

6.9. **Disclosure Schedules.** The Sinclair Parties and the Cunningham Parties acknowledge and agree that the Cunningham Parties shall not be liable for the failure of the Schedules to be accurate as a result of the operation of the Station prior to the Closing in accordance with Section 5 of this Agreement or the TBA. The inclusion of any fact or item on a Schedule referenced by a particular section of this Agreement shall, should the existence of the fact or item or its contents be relevant to any other section, be deemed to be disclosed with respect to such other section whether or not an explicit cross-reference appears in the Schedules if such relevance is readily apparent from the examination of such Schedules.

6.10. **[RESERVED]**

6.11. **Lenders' Consent.** The Merger, as contemplated by this Agreement, is subject to the prior consent of the Lenders. The Cunningham Parties agree to take commercially reasonable action to obtain such Consent prior to the Closing.

SECTION 7: CONDITIONS TO OBLIGATIONS OF BUYER AND THE CUNNINGHAM PARTIES

7.1. **Conditions to Obligations of the Sinclair Parties.** All obligations of the Sinclair Parties to consummate the Merger are subject, at the Sinclair Parties' option, to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) **Representations and Warranties.** All representations and warranties of the Cunningham Parties contained in this Agreement shall be true and complete at and as of the Effective Time as though made at and as of that time (except for representations and warranties that speak as of a specific date or time which need only be true and complete as of such date or time), except where the failure to be true and complete does not have a Material Adverse Effect.

(b) **Covenants and Conditions.** The Cunningham Parties shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date, except where the failure to have performed and complied does not have a Material Adverse Effect.

(c) **FCC Consent.** The FCC Consent shall have been granted, notwithstanding that it may not have yet become a "Final Order," unless any filing is made with the FCC that pertains to or becomes associated with any request for consent to the transfer of control of any of the FCC Licenses (an "**FCC Objection**"), in which case, the Sinclair Parties shall not be obligated to close until the FCC Consent shall have become a "Final Order," unless in the reasonable judgment of the Sinclair Parties' counsel such objection would not reasonably be expected to result in a denial of the FCC Consent or the designation for hearing of the applications for FCC Consent.

(d) **Hart-Scott-Rodino**. All applicable waiting periods, if any, under Hart-Scott-Rodino shall have expired or terminated.

(e) **Governmental Authorizations**. The Cunningham Parties shall be the holder of all FCC Licenses, and there shall not have been any modification, revocation, or non-renewal of any License that has had a material adverse effect. No proceeding shall be pending the effect of which could be to revoke, cancel, fail to renew, suspend, or modify materially and adversely any FCC License.

(f) **Articles of Merger**. The Cunningham Parties shall have executed and delivered the Articles of Merger.

(g) **TBA Compliance**. WTTE and Licensee shall not be in material default under the TBA.

(h) **Deliveries**. The Cunningham Parties shall have made or stands willing to make all the deliveries to the Sinclair Parties described in Section 8.2.

7.2. **Conditions to Obligations of the Cunningham Parties**. All obligations of the Cunningham Parties to consummate the Merger are subject, at the Cunningham Parties' option, to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) **Representations and Warranties**. All representations and warranties of the Sinclair Parties contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) **Covenants and Conditions**. The Sinclair Parties shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) **FCC Consent**. The FCC Consent shall have been granted notwithstanding that it may not have yet become a Final Order.

(d) **Hart-Scott-Rodino**. All applicable waiting periods, if any, under Hart-Scott-Rodino shall have expired or terminated.

(e) **Articles of Merger**. The Sinclair Parties shall have executed and delivered the Articles of Merger.

(f) **TBA Compliance**. Sinclair Media II, Inc. (or its successor-in-interest, if any), an indirect subsidiary of Parent, shall not be in material default under the TBA.

(g) **Lenders' Consent**. The Consent of the Lenders shall have been received.

(h) **Deliveries.** The Sinclair Parties shall have made or stand willing to make all the deliveries described in Section 8.3.

SECTION 8: CLOSING AND CLOSING DELIVERIES

8.1. Closing.

(a) Closing Date Postponement.

(i) If any event occurs that prevents signal transmission by the Station in the normal and usual manner and the Cunningham Parties cannot restore the normal and usual transmission before the date on which the Closing would otherwise occur pursuant to this Section 8.1(a), and this Agreement has not been terminated under Section 9, the Cunningham Parties shall diligently take such action as reasonably necessary to restore such transmission, and, at the Sinclair Parties' option, the Closing shall be postponed until a date within the effective period of the FCC Consent (as it may be extended pursuant to Section 6.1(c)) to allow the Cunningham Parties to restore the normal and usual transmission for the Station. If the Closing is postponed by the Sinclair Parties pursuant to this paragraph, the date of the Closing shall be ten (10) days after notice by the Cunningham Parties to the Sinclair Parties that transmission has been restored. Notwithstanding anything to the contrary in this Agreement, the Sinclair Parties shall not be obligated to close if the transmission of the Station is not operating in the normal and usual manner, unless and until the Cunningham Parties have restored the transmission of the Station to its normal and usual level.

(ii) If there is in effect on the date on which the Closing would otherwise occur pursuant to Section 2.2 any judgment, decree or order that would prevent or make unlawful the Closing on that date, the Closing shall be postponed until a date within the effective period of the FCC Consent (as it may be extended pursuant to Section 6.1(c)), to be agreed upon by the Sinclair Parties and the Cunningham Parties, when such judgment, decree, or order no longer prevents or makes unlawful the Closing. If the Closing is postponed pursuant to this paragraph, the date of the Closing shall be ten (10) days after notice by the Sinclair Parties to the Cunningham Parties that such judgment, decree, or order no longer prevents or makes unlawful the Closing.

(b) **Closing Place.** The Closing hereunder shall be held at the offices of Thomas & Libowitz, 100 Light Street, Suite 1100, Baltimore, Maryland 21202, or any other place that is mutually agreed upon by the Sinclair Parties and the Cunningham Parties.

8.2. Deliveries by the Cunningham Parties. Prior to or on the Closing Date, the Cunningham Parties shall deliver to the Sinclair Parties the following, in form and substance reasonably satisfactory to the Sinclair Parties and its counsel:

(a) **Officer's Certificate.** A certificate, dated as of the Closing Date, executed by an officer of each of the Cunningham Parties, certifying: (i) that the representations and warranties of each of the Cunningham Parties contained in this Agreement are true and complete as of the

Closing Date as though made on and as of that date (except for representations and warranties that speak as of a specific date or time, which need only be true and complete as of such date or time), except to the extent that the failure of such representations and warranties shall not have had a Material Adverse Effect, and (ii) that each of the Cunningham Parties have in all respects performed and complied with all of its obligations, covenants and agreements in this Agreement to be performed and complied with on or prior to the Closing Date, except to the extent that the failure to perform such covenants shall not have had a Material Adverse Effect.

(b) **Secretary's Certificate**. A certificate, dated as of the Closing Date, executed by the Cunningham Parties' Secretary (i) certifying that the resolutions, as attached to such certificate, were duly adopted by each of the Cunningham Parties' Board of Directors and shareholders, authorizing and approving the execution of this Agreement and the consummation of the transaction contemplated hereby and that such resolutions remain in full force and effect, and (ii) providing, as attachments thereto, the Articles of Incorporation and Bylaws of the Cunningham Parties.

(c) **Good Standing Certificates**. Certificates as to the formation and/or good standing of the Cunningham Parties issued by the MSDAT to be dated a date not more than a reasonable number of days prior to the Closing Date.

(d) **Opinions of Counsel**. Opinion of the Cunningham Parties' communications counsel dated as of the Closing Date, substantially in the form of Exhibit 1 attached hereto.

(e) **Termination of TBA**. A duly executed termination of the TBA.

(f) **Articles of Merger**. The Articles of Merger duly executed by the appropriate officers of the Cunningham Parties.

(g) **Other Documents**. Such other documents reasonably requested by the Sinclair Parties or its counsel for complete implementation of this Agreement and consummation of the transaction contemplated hereby.

8.3. **Deliveries by the Sinclair Parties**. Prior to or on the Closing Date, the Sinclair Parties shall deliver to the Cunningham Parties the following, in form and substance reasonably satisfactory to the Cunningham Parties and its counsel:

(a) **Consideration**. The Merger Consideration.

(b) **Officer's Certificate**. A certificate, dated as of the Closing Date, executed on behalf of an officer of each of the Sinclair Parties, certifying (i) that the representations and warranties of each of the Sinclair Parties contained in this Agreement are true and complete in all material respects as of the Closing Date as though made on and as of that date, and (ii) that each of the Sinclair Parties have in all material respects performed and complied with all of its obligations, covenants and agreements in this Agreement to be performed and complied with on or prior to the Closing Date.

(c) **Secretary's Certificate**. A certificate, dated as of the Closing Date, executed by each of the Sinclair Parties' Secretary: (i) certifying that the resolutions, as attached to such certificate, were duly adopted by each of the Sinclair Parties' Board of Directors, authorizing and approving the execution of this Agreement and the consummation of the transaction contemplated hereby and that such resolutions remain in full force and effect; and (ii) providing, as an attachment thereto, each of the Sinclair Parties' Certificates of Incorporation and Bylaws.

(d) **Good Standing Certificates**. Certificate as to the formation and/or good standing of the Sinclair Parties issued by MSDAT to be dated a date not more than a reasonable number of days prior to the Closing Date.

(e) **Opinion of Counsel**. An opinion of the Sinclair Parties' counsel dated as of the Closing Date, substantially in the form of Exhibit 2 hereto.

(f) **Termination of TBA**. A duly executed termination of the TBA.

(g) **Articles of Merger**. The Articles of Merger duly executed by the appropriate officer of the Sinclair Parties.

(h) **Other Documents**. Such other documents reasonably requested by the Cunningham Parties or its counsel for complete implementation of this Agreement and consummation of the transactions contemplated hereby.

SECTION 9: **TERMINATION**

9.1. **Termination by Mutual Consent**. This Agreement may be terminated at any time prior to Closing by the mutual consent of the parties.

9.2. **Termination by the Cunningham Parties**. This Agreement may be terminated by the Cunningham Parties and the sale and merger of the Station abandoned, if:

(a) The Cunningham Parties are not then in material default hereunder, upon written notice to the Sinclair Parties if on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of the Cunningham Parties set forth in Sections 7.2(a), 7.2(b), 7.2(f) and 7.2(h) of this Agreement has not been satisfied or waived in writing by the Cunningham Parties;

(b) The Sinclair Parties shall have materially defaulted in the performance of the Sinclair Parties' material obligations under this Agreement, and such default is not cured within thirty (30) calendar days after notice thereof to the Sinclair Parties; or

(c) The Cunningham Parties are not then in material default hereunder and Closing has not occurred within five (5) calendar years from the date hereof.

9.3. **Termination by the Sinclair Parties.** This Agreement may be terminated by the Sinclair Parties and the merger abandoned, if:

(a) the Sinclair Parties are not then in material default, upon written notice to the Cunningham Parties if on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of the Sinclair Parties set forth in Sections 7.1(a), 7.1(b), 7.1(e), 7.1(f), and 7.1(h) of this Agreement has not been satisfied or waived in writing by the Sinclair Parties;

(b) the Cunningham Parties shall have defaulted in the performance of the Cunningham Parties' obligations under this Agreement, and such default is not cured within thirty (30) calendar days after notice thereof and such default has had a Material Adverse Effect; or

(c) the Sinclair Parties are not then in material default hereunder and Closing has not occurred within one (1) calendar year from the date hereof.

9.4. **Rights on Termination.** If this Agreement is terminated by the Sinclair Parties pursuant to Section 9.3 as a result of the Cunningham Parties' material breach of any provision of this Agreement, the Sinclair Parties shall have all rights and remedies available at law or equity, including the remedy of specific performance described in Section 9.5 below. If this Agreement is terminated by the Cunningham Parties pursuant to Section 9.2 as a result of the Sinclair Parties' material breach of any provision of this Agreement, the Cunningham Parties shall have all rights and remedies available at law or equity, including (to the extent available), the remedy of specific performance described in Section 9.5 below.

9.5. **Specific Performance.** The parties recognize that, if either party hereto breaches this Agreement and refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate the other party for its injury. Such party shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this Agreement. If any action is brought by such party to enforce this Agreement, the breaching party shall waive the defense that there is an adequate remedy at law.

9.6. **Attorneys' Fees.** In the event of a default by either party that results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses (whether incurred in arbitration, at trial, or on appeal).

9.7. **Survival.** Notwithstanding the termination of this Agreement pursuant to this Section 9, the obligations of the Sinclair Parties and the Cunningham Parties set forth in Sections 6.3, 6.4, 9, 10, and 11 shall survive such termination, and the parties hereto shall have any and all rights and remedies to enforce such obligations provided at law or in equity or otherwise (including without limitations, specific performance).

**SECTION 10: SURVIVAL OF REPRESENTATIONS AND WARRANTIES;
INDEMNIFICATION; CERTAIN REMEDIES**

10.1. **Survival of Representations.** All representations and warranties, covenants and agreements of the Cunningham Parties and the Sinclair Parties contained in or made pursuant to this Agreement or in any certificate furnished pursuant hereto shall survive the Closing Date and shall survive and remain in full force and effect for a period of sixty (60) days thereafter; provided that the covenants and agreements set forth in Section 6.3 Confidentiality, Section 6.4 Cooperation, Section 11.1 Fees and Expenses, Section 11.2 Notices, and Section 11.3 Benefit and Binding Effect shall survive the Closing for the period provided therein or, if no period is specified, in perpetuity; and provided further that the covenant and agreement of the Sinclair Parties set forth in Section 6.10 shall survive until the earlier of (a) the registration of the Shares, or (b) the receipt by the Cunningham Parties of the payment as provided by Section 10.6; and provided further that anything to the contrary in this Section 10.1 notwithstanding, any claim for indemnification under Section 10 hereof which is asserted in a reasonably detailed writing prior to the expiration of the survival periods provided in this Section 10.1 shall survive with respect to such claim or dispute until final resolution thereof.

10.2. **Indemnification by the Cunningham Parties.** After the Closing, but subject to Sections 10.1 and 10.5, the Cunningham Parties hereby agree to indemnify and hold the Sinclair Parties harmless against and with respect to and shall reimburse the Sinclair Parties for:

- (a) any damages resulting from the actual fraud of the Cunningham Parties;
- (b) any Loss arising out of or resulting from any untrue representation, breach of warranty, or nonfulfillment of any covenant by the Cunningham Parties contained in this Agreement or in any certificate, document, or instrument delivered to the Sinclair Parties under this Agreement; and
- (c) any and all out-of-pocket costs and expenses, including reasonable legal fees and expenses, incident to any action, suit, proceeding, claim, demand, assessment, or judgment incident to the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

10.3. **Indemnification by the Sinclair Parties.** Notwithstanding the Closing, but subject to Sections 10.1 and 10.5, the Sinclair Parties hereby agree to indemnify and hold the Cunningham Parties harmless against and with respect to and shall reimburse the Cunningham Parties for:

- (a) any Loss arising out of or resulting from any untrue representation, breach of warranty, or nonfulfillment of any covenant by the Sinclair Parties contained in this Agreement or in any certificate, document, or instrument delivered to the Cunningham Parties under this Agreement; and
- (b) any and all out-of-pocket costs and expenses, including reasonable legal fees and expenses, incident to any action, suit, proceeding, claim, demand, assessment, or judgment

incident to the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

10.4. **Procedure for Indemnification.** The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "**Claimant**") shall promptly give notice to the party from which indemnification is claimed (the "**Indemnifying Party**") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant within five (5) business days after written notice of such action, suit, or proceeding was given to Claimant.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of the thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim. If the Claimant and the Indemnifying Party do not agree within the thirty (30) day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate remedy at law or equity.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained in good faith by the Claimant with respect to such claim.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided in Section 10.2 and Section 10.3 shall extend to the members, partners, shareholders, officers, directors, employees, representatives and affiliated entities of any Claimant although for the purpose of the procedures set forth in this Section 10.4, any indemnification claims by such parties shall be made by and through the Claimant.

10.5. Certain Limitations.

(a) Notwithstanding any other provision of this Agreement to the contrary, in no event shall a party be entitled to indemnification for such party's consequential or punitive damages, regardless of the theory of recovery. Each party hereto agrees to use reasonable efforts to mitigate any losses which form the basis for any claim for indemnification hereunder.

(b) The Cunningham Parties shall not be liable to the Sinclair Parties in respect of any indemnification hereunder, except to the extent that (i) the aggregate amount of Sinclair Parties' Loss which, when aggregated with the amount of any indemnification made by the Cunningham Parties or any subsidiary or Affiliate thereof pursuant to the Related Agreements, exceeds One Hundred Thousand Dollars (\$100,000.00) (the "**Threshold Amount**"). The Cunningham Parties shall not be required to indemnify the Sinclair Parties for any Loss which, when aggregated with the amount of any indemnification made by the Cunningham Parties or any subsidiary or Affiliate thereof pursuant to the Related Agreements, is more than Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) (the "**Cap**").

(c) Notwithstanding anything in this Agreement to the contrary, neither party shall indemnify or otherwise be liable to the other party with respect to any claim for any breach of representation or warranty or for breach of any covenant contained in this Agreement, unless notice of the claim is given within the relevant survival period specified in Section 10.1.

10.6. Parent's Indemnification Regarding Registration of the Shares. In the event the Shares delivered to the Cunningham Parties at Closing have not been registered as required by Section 6.10 of this Agreement within ten (10) days after the Closing Date, the Cunningham Parties may return the Shares to Parent, and, upon delivery of the Shares to Parent, Parent or its designated subsidiary shall pay to the Cunningham Parties the fair market value of the Shares as calculated on the Closing Date pursuant to Section 2.1(e) hereof in immediately available funds.

SECTION 11: MISCELLANEOUS

11.1. Fees and Expenses.

(a) The Sinclair Parties shall pay any filing fees charged by the FCC in connection with filing the applications to obtain the FCC Consent, any filing fees incurred, if any, in connection with any HSR Filing, and all Registration Expenses.

(b) Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement, including all fees and expenses of counsel, accountants, agents and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar Person retained by or on behalf of such party; provided, however, that nothing in this Section 11.1 shall be deemed to modify or amend any provision of the TBA regarding reimbursement of expenses of the Cunningham Parties.

11.2. **Notices.** All notices, requests, consents, payments, demands, and other communications required or contemplated under this Agreement shall be in writing and (a) personally delivered or sent via telecopy (receipt confirmed and followed promptly by delivery of the original), or (b) sent by Federal Express or other reputable overnight delivery service (for next business day delivery), shipping prepaid, as follows:

If to the Sinclair Parties to:

Mr. David Smith
President
Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Telephone: (410) 568-1506
Fax: (410) 568-1533

With a copy to:

Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: General Counsel
Telephone: (410) 568-1524
Fax: (410) 568-1537

If to the Cunningham Parties to:

Robert L. Simmons
2000 W. 41st Street
Baltimore, Maryland 21211

with a copy to:

Steven A. Thomas, Esquire
Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, Maryland 21202
Telephone: (410) 752-2468
Fax: (410) 752-2046

or to such other Persons or addresses as any Person may request by notice given as aforesaid. Notices shall be deemed given and received at the time of personal delivery or completed telecopying, or, if sent by Federal Express or such other overnight delivery service one Business Day after such sending.

11.3. **Benefit and Binding Effect.**

(a) The Sinclair Parties shall have the right to assign all or any portion of its rights under this Agreement to (i) any entity under common control with the Sinclair Parties whether in existence or formed after the date hereof, (ii) a Qualified Intermediary under Section 1031 of the Code, or (iii) any lender or any agent for such lender(s) for collateral purposes only; provided, that no such assignment shall relieve the Sinclair Parties of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No Person, other than the parties hereto, is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder. Other than as expressly set forth in this Section 11.3, no party may assign or transfer all or any portion of its rights under this Agreement without the prior written consent of the other parties hereto.

11.4. **Further Assurances.** The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

11.5. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND (WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF). IN ADDITION, EACH OF THE PARTIES HERETO SUBMITS TO LOCAL JURISDICTION IN THE STATE OF MARYLAND AND AGREES THAT ANY ACTION BY ANY PARTY HEREUNDER SHALL BE INSTITUTED IN THE STATE OF MARYLAND.

11.6. **Entire Agreement.** This Agreement, the Schedules hereto, and all documents, certificates and other documents to be delivered by the parties pursuant hereto, collectively, represent the entire understanding and agreement between the Cunningham Parties and the Sinclair Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing duly executed by each of the parties hereto.

11.7. **Waiver of Compliance; Consents.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 11.7.

11.8. **Headings.** The headings of the sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning, construction or scope thereof.

11.9. **Counterparts.** This Agreement may be signed in two or more counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the Cunningham Parties and the Sinclair Parties as of the date first written above.

The Sinclair Parties:

SINCLAIR BROADCAST GROUP, INC.

By: David B. Amy
Name: David B. Amy
Title: Executive Vice President

SINCLAIR ACQUISITION XIII, INC.

By: David B. Amy
Name: David B. Amy
Title: Secretary

The Cunningham Parties:

CUNNINGHAM BROADCASTING CORPORATION

By: _____
Name: _____
Title: _____

COLUMBUS (WTTE-TV), INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the Cunningham Parties and the Sinclair Parties as of the date first written above.

The Sinclair Parties:

SINCLAIR BROADCAST GROUP, INC.

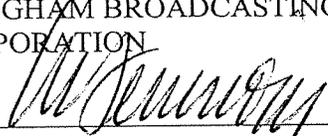
By: _____
Name: _____
Title: _____

SINCLAIR ACQUISITION XIII, INC.

By: _____
Name: _____
Title: _____

The Cunningham Parties:

CUNNINGHAM BROADCASTING
CORPORATION

By:  _____
Name: **Robert Simmons**
Title: **President**

COLUMBUS (WTTE-TV), INC.

By:  _____
Name: **Robert Simmons**
Title: **President**