each side in such arbitration to not more than ten (10) full days' (or the equivalent thereof) or such shorter period as the arbitrators shall determine to be necessary in order to resolve the controversy, claim or dispute. The arbitrators shall be instructed to render a decision within ten (10) business days of the close of the arbitration hearing. If arbitration has not been completed within ninety (90) days of the commencement of such arbitration, any party to the arbitration may initiate litigation upon ten (10) days' written notice to the other party(ies); provided, however, that if one party has requested the other to participate in an arbitration and the other has failed to participate, the requesting party may initiate litigation before the expiration of such ninety-day period; and provided further, that if any party to the arbitration fails to meet any of the time limits set forth in this Section 6.4 or set by the arbitrators in the arbitration, any other party may provide ten (10) days' written notice of its intent to institute litigation with respect to the controversy, claim or dispute without the need to continue or complete the arbitration and without awaiting the expiration of such ninety-day period. The parties hereto further agree that if any of the rules of the AAA are contrary to or conflict with any of the time periods provided for hereunder, or with any other aspect of the matters set forth in this Section 6.4, that such rules shall be modified in all respects necessary to accord with the provisions of this Section 6.4 (and the arbitrators shall be so instructed by the parties).

The arbitrators shall base their decision on the terms of this Agreement and applicable law and judicial precedent which a United States District Court sitting in the District of Maryland (Southern Division) would apply in the event the dispute were litigated in such court, and shall render their decision in writing and include in such decision a statement of

the findings of fact and conclusions of law upon which the decision is based. Each party agrees to cooperate fully with the arbitrator(s) to resolve any controversy, claim or dispute. The arbitrators shall not be empowered to award punitive damages or damages in excess of actual damages. The venue for all arbitration proceedings shall be Rockville, Maryland.

6.5 Damages; Specific Performance. In the event of a material breach by either party of its obligations hereunder, the non-breaching party shall be entitled to seek monetary damages against the party in breach. The parties recognize that given the unique nature of the Station and this Agreement, monetary damages alone will not be adequate to compensate Programmer for any injury resulting from Owner's breach. Programmer shall therefore be entitled, in addition to a right to seek and collect monetary damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Programmer to enforce this Agreement, Owner shall waive the defense that there is an adequate remedy at law.

SECTION 7 MISCELLANEOUS.

7.1 Assignment. This Agreement shall not be assigned by any party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Programmer may assign its rights and interests hereunder (a) to any party that is qualified to be an owner of the License Assets and the Stations under the Act and the existing rules, regulations and policies of the FCC or (b) a direct or indirect wholly-owned subsidiary of Programmer provided that (1) Programmer gives Owner written notice of any such assignment; (2) such assignment shall not relieve Programmer of any of its obligations or liabilities hereunder; and (3) such assignment would not violate any applicable laws, rules, regulations or policies of any applicable governmental authority. It is understood and agreed that nothing

herein shall be deemed to expand the rights granted hereunder to any permitted assignee, which rights shall be in combination with, and not in addition to, the rights of Programmer. This Agreement shall be binding on the parties' respective heirs and assigns.

7.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and, except for the Asset Purchase Agreement, the Group I Option Agreement and to the extent applicable, the Modification Agreement dated May 10, 1996 between River City Broadcasting, L.P. and SBG, and the letter dated May 10, 1996 from the parties' counsel to the Department of Justice in connection therewith, and documents delivered pursuant thereto, supersedes any and all prior agreements, broadcasting commitments, or any other understandings between Programmer and Owner with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

7.3 Further Assurances. Owner and Programmer shall use commercially reasonable best efforts in the performance and fulfillment of the terms and conditions of this Agreement in effectuating the intent of such parties as expressed under this Agreement. From time to time, without further consideration, Owner and Programmer shall execute and deliver such other

documents and take such other actions as either party hereto reasonably may request to effectuate such intent.

7.4 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

7.5 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, 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:

(a) If to Owner:

River City Broadcasting, L.P.
1215 Cole Street
St. Louis, Missouri 63106-3897
Attn.: Mr. Barry Baker and Mr. Larry D. Marcus
Telecopier: (314) 259-5709

with a copy to:

Dow, Lohnes & Albertson
A Professional Limited Liability Company
1200 New Hampshire Ave., N.W.
Suite 800
Washington, D.C. 20036-6802
Attn.: Kevin F. Reed, Esq.
Telecopier: (202) 776-2222

and

Baker & Botts
800 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201-2916
Attn.: Andrew M. Baker, Esq.
Telecopier: (214) 953-6503

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

(b) If to Programmer or SBG:

Sinclair Broadcast Group, Inc.
Sinclair Communications, Inc.
2000 W. 41st Street
Baltimore, Maryland 21211
Attn.: Mr. David D. Smith
Telecopier: (410) 467-5043

with a copy to:

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

and

Fisher Wayland Cooper Leader & Zaragoza, LLP
2001 Pennsylvania Avenue, N.W.
Suite 400
Washington, D.C. 20006-1851
Attn.: Martin R. Leader, Esq.
Telecopier: (202) 296-6518

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

7.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its choice of law rules.

7.7 Taxes. Owner and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such party's personal property for the periods that such items are owned by such party. Programmer shall pay all taxes, if any, to which the consideration specified in Section 1.2 herein is subject, provided that Owner shall be responsible for payment of its own income taxes.

7.8 No Joint Venture or Partnership. Programmer shall act as an independent contractor in rendering its services hereunder. Programmer shall have no power or authority to act for or on behalf of Owner or to bind Owner in any manner whatsoever, except as and to the extent expressly provided for in this Agreement. The parties hereto agree that nothing herein shall constitute a joint venture or partnership between them.

7.9 Headings. The headings in this Agreement are for convenience only and will not affect or control the meaning or construction of the provisions of this Agreement.

7.10 Guaranty.

(a) By its signature below, for value received and in consideration of Owner entering into this Agreement, SBG (referred to in this Section 7.10 as the "Guarantor") hereby unconditionally guarantees to Owner the full amount and prompt performance by Programmer of all of Programmer's obligations under this Agreement. This guaranty is a guaranty of payment and/or performance, as the case may be. The Guarantor hereby waives demand, presentment, protest and notice of acceptance of this guaranty. Upon any default by Programmer in the performance of any of its obligations under this Agreement, the liability of Guarantor shall be effective immediately and payment or performance shall be made by Guarantor on demand without suit or action against Programmer. No delay or omission by Owner in exercising any

right under this guaranty shall operate as a waiver of such right or any other right. All costs incurred by Owner in connection with enforcing this guaranty (including reasonable attorneys' fees) shall be payable by Guarantor.

(b) Guarantor represents and warrants to Owner that: (i) Guarantor and the party executing this Agreement on behalf of the Guarantor have the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; (ii) all requisite corporate actions and proceedings necessary to be taken on the part of Guarantor in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and necessary to make the same effective have been duly and validly taken; and (iii) this Agreement has been duly and validly authorized, executed and delivered by Guarantor and constitutes its valid and binding agreement, enforceable in accordance with its terms, except as limited by laws affecting the enforcement of creditors' rights or contractual obligations generally and by application of general principles of equity.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date first above written.

OWNER:

RIVER CITY LICENSE PARTNERSHIP

By: River City Broadcasting, L.P., its General Partner

By: Better Communications, Inc., its General Partner

By: _____
Name: LARRY D. MARCUS
Title: VICE PRESIDENT

RIVER CITY BROADCASTING, L.P.

By: Better Communications, Inc., its General Partner

By: _____
Name: LARRY D. MARCUS
Title: VICE PRESIDENT

PROGRAMMER:

SINCLAIR COMMUNICATIONS, INC.

By: _____
Name: David B. Amy
Title: Secretary / Treasurer

SINCLAIR BROADCAST GROUP, INC.

By: _____
Name: David B. Amy
Title: Chief Financial Officer

Amendment to
Programming Services Agreement

Chesapeake Television, Inc. ("Programmer"), and Anderson (WFBC-TV) Licensee, Inc. ("Owner") hereby amend the Time Brokerage Agreement, dated May 31, 1996 and previously amended on July 17, 1997, to substitute the following paragraph 1, effective April 3, 1999.

1. During the term of this Agreement, Owner shall make available to Programmer broadcast time on the Station as set forth in this Agreement. Programmer shall deliver such programming, at its expense, to the Station's transmitter. Subject to the provisions of this Agreement, Programmer shall provide such programming of Programmer's selection, including commercial matter, news, public service announcements and other suitable programming, to the Station for at least one hundred sixty-six (166) hours per week. Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of the Station without interruption, deletion, or addition of any kind. Owner will use such time as it may require, which is not expected to exceed two (2) hours per week, for the broadcast of its own regularly-scheduled programming on the Station to satisfy Owner's obligation to provide programming responsive to the community's needs and interests. Owner is reserving the time period specified on Attachment B.

This Amendment may be signed in counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

OWNER:

Anderson (WFBC-TV) Licensee, Inc.

By: _____
Name: Edwin L. Edwards, Sr.
Title: President

PROGRAMMER:

Chesapeake Television, Inc.

By: _____
Name: _____
Title: _____

OWNER:

Anderson (WFBC-TV) Licensee, Inc.

By: _____
Name: Edwin L. Edwards, Sr.
Title: President

PROGRAMMER:

Chesapeake Television, Inc.

By: _____
Name: DAVID B. AMY
Title: SECRETARY

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ATTACHMENT B

Owner reserves two hours each broadcast week between 7:00 a.m. Saturday and 1:00 a.m. Monday for the broadcast of its own programming. Owner shall coordinate the specific broadcast time with Programmer.

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AMENDMENT TO TIME BROKERAGE AGREEMENT

This Amendment is made this 17th day of July, 1997, by and between Chesapeake Television, Inc., a Maryland corporation, successor by merger to WLOS, Inc. (hereinafter referred to as "Programmer"), Anderson (WFBC-TV), Inc., a Maryland corporation, and Anderson (WFBC-TV) Licensee, Inc., a Maryland corporation (hereinafter collectively referred to as "Licensee").

Recitals

A. Sinclair Broadcast Group, Inc. ("SBG") and River City Broadcasting, L.P. and River City License Partnership entered into that certain Group I Option Agreement dated May 31, 1996 pursuant to which SBG acquired the option to acquire the license assets of television station WFBC-TV, Anderson, South Carolina ("WFBC-TV").

B. River City Broadcasting, L.P. ("RCB") and SBG entered into that certain Time Brokerage Agreement (the "TBA") dated May 31, 1996 relating to certain radio and television stations, including WFBC-TV.

C. Licensee has acquired the license assets of WFBC-TV and has agreed to assume the rights, duties and obligations of RCB under the TBA in respect of WFBC-TV.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Licensee hereby assumes the rights, duties and obligations of RCB under the TBA as such agreement applies to WFBC-TV and as amended by this Amendment.

2. Section 1.1 Scope is modified by deleting the end of the third sentence which reads "programming to the Station up to one hundred sixty-six hours per week." and inserting in lieu thereof "programming daily for the period from 6:00 a.m. to 2:00 a.m. (the "Sold Time Period")."

3. Attachment 1.2 is hereby deleted in its entirety and the attached Attachment 1.2 is inserted in lieu thereof.

4. Section 1.3 Term is hereby deleted in its entirety and the following inserted in lieu thereof:

> 1.3. Term. The term of this Agreement shall commence on July 17, 1997. Such commencement date shall be deemed the effective date of this Agreement; it being understood and agreed by the parties hereto that, except for the Initial Payment. Programmer shall have no obligation to make any payments under this Agreement until such effective date has occurred. The initial term of this Agreement shall end five (5) years immediately after the effective date of this

Agreement. Programmer shall have the option of extending said initial term for an additional term ("Renewal Term") ending five (5) years immediately after the end of said initial term. In the event that Programmer wishes to exercise said Option, Programmer shall give to Owner written notice of the exercise of said option at least six (6) months prior to the end of said initial term.

5. Section 5 **Termination** shall be deleted in its entirety and the following inserted in lieu thereof:

5.1. **Programmer's Termination Rights**. If for any reason material for broadcast provided hereunder by Programmer is not broadcast on Station as and when specified by Programmer, and Programmer is not in material breach hereunder, the Monthly Payment due for the month for which such material is not so broadcast shall be reduced by an amount equal to such Monthly Payment times the number of minutes of such material not so broadcast that month divided by the total number of minutes that month during the Sold Time Period. Furthermore, in the event of a material breach hereunder by Licensee and the continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Programmer shall have given to Licensee written notice of such breach, Programmer, so long as Programmer is not in material breach hereunder, may in Programmer's discretion terminate this Agreement by giving written notice of termination to Licensee, whereupon Licensee shall pay to Programmer, within sixty (60) days of such termination, the sum of Two Million Dollars ($2,000,000.00) as a termination fee.

5.2. **Licensee's Termination Rights**. In the event Programmer terminates this Agreement during the initial term or any renewal, for any reason other than a material breach by Licensee as provided in Section 5.1 hereof, or elects not to extend the initial term of this Agreement as provided in Section 1.3 hereof, then Programmer shall pay to Licensee, within sixty (60) days of such termination, as a termination fee, the amount indicated below:

	Event	Amount of Termination Fee Payable by Programmer
(i)	Breach or termination by Programmer on or before the fifth anniversary of the effective date of the Agreement.	$2,000,000
(ii)	Breach or termination by Programmer during the period after the fifth until the sixth anniversary of the Agreement or Programmer elects not to extend the initial term of the Agreement as provided in Section 1.2.	$1,500,000
(iii)	Breach or termination by Programmer during the period after the sixth until the seventh anniversary of the Agreement.	$1,250,000
(iv)	Breach or termination by Programmer during the period after the seventh until the eighth anniversary of the Agreement.	$1,000,000
(v)	Breach or termination by Programmer during the period after the eighth anniversary of the Agreement	$-0-

5.3. In the event of a material breach hereunder by Programmer and the continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Licensee shall have given to Programmer written notice of such breach, Licensee, so long as Licensee is not in material breach hereunder, may in Licensee's discretion terminate this Agreement by giving written notice of termination to Programmer, whereupon Programmer shall pay to Licensee, within sixty (60) days of such termination, the amount indicated above in Section 6.1(b) as a termination fee.

6. Section 7.1 **Assignment** shall be deleted in its entirety and the following inserted in lieu thereof:

7.1. Neither party hereto shall assign its rights or obligations under this Agreement to a third party without the express written consent of the other party, which consent shall not be unreasonably withheld, except that Programmer may assign its rights and obligations hereunder without the consent of Licensee, with ten (10) days prior written notice to Licensee, to any affiliated entity or person affiliated with Sinclair Broadcast Group, Inc. Licensee shall give at least thirty (30) days written notice ("Proposed Sale Notice") to Programmer prior to Licensee entering into any agreement for the sale or assignment of Station to any third party ("Assignee"). Within the sixty (60) day period immediately following the Proposed Sale Notice, Programmer shall inform Licensee in writing whether Programmer proposes to terminate this Agreement upon such sale or assignment. If Programmer so elects, this Agreement shall terminate upon consummation ("Closing") of such sale or assignment. This Agreement shall be binding on the parties' respective heirs and assigns.

7. Section 7.2 **Entire Agreement; Amendments** shall be amended as follows: the clause beginning with "except" and ending with "thereto" in the first sentence is hereby deleted.

8. Section 7.8 **Notices** shall be deleted in its entirety and the following inserted in lieu thereof.

7.8. All notices required under this Agreement shall be in writing and shall be deemed given to an addressee (i) when mailed if mailed by prepaid, certified, first class United States mail to the address for notice of such addressee set forth below, or (ii) when sent by confirmed facsimile transmission to the number set forth below:

If to Programmer:

Mr. David D. Smith
Chesapeake Television, Inc.
2000 W. 41st Street
Baltimore, MD 21211

Fax: (410) 467-5043

If to Owner:

Mr. Edwin L. Edwards, Sr.
Anderson (WFBC-TV), Inc.
3474 William Penn Highway
Pittsburgh, PA 15235
Fax: (412) 829-0313

Either party hereto may specify for itself a different address for the giving of notice hereunder by giving ten (10) days prior written notice to the other party of such address change pursuant to this Section.

9. Section 7.10 Guaranty shall be deleted in its entirety.

This Amendment may be executed in counterparts, each of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this day and year first written above.

ATTEST/WITNESS:

PROGRAMMER:

CHESAPEAKE TELEVISION, INC.

By: _____

LICENSEE:

ANDERSON (WFBC-TV), INC.

By: _____

ANDERSON (WFBC-TV) LICENSEE, INC.

By: _____

9. Section 7.10 Guaranty shall be deleted in its entirety.

This Amendment may be executed in counterparts, each of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this day and year first written above.

ATTEST/WITNESS:

PROGRAMMER:

CHESAPEAKE TELEVISION, INC.

_____ By: _____

LICENSEE:

ANDERSON (WFBC-TV), INC.

_____ By: _____

ANDERSON (WFBC-TV) LICENSEE, INC.

_____ By: _____