

Joinder Agreement

July 18, 2012

Ladies and Gentlemen:

Reference is made to the Option Agreement, dated as of May 14, 2012, as amended by that First Amendment to Option Agreement, dated as of July 18, 2012 (the “Option Agreement”), by and between Sinclair Broadcast Group, Inc. (“Grantor”) and Fox Television Stations, Inc. (“FTS”). All capitalized terms used but not defined herein shall have the meanings set forth in the Option Agreement, or if not defined therein, in the Purchase Agreement (as defined in the Option Agreement).

This Joinder Agreement supplements the Option Agreement and is delivered by the undersigned (the “WSTR Assignee”), pursuant to the requirements of the Option Agreement. The WSTR Assignee hereby agrees to be bound as the “Assignee” under the Option Agreement and to be subject to all of the terms, covenants and conditions set forth in the Option Agreement to the same extent that it would have been bound if it had been a signatory to the Option Agreement on the date of the Option Agreement.

This Joinder Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Joinder Agreement by telecopy, e-mail or other electronic method of transmission shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

The Option Agreement, as supplemented hereby, shall remain in full force and effect.

The WSTR Assignee represents and warrants to Grantor and FTS that this Joinder Agreement has been duly executed and delivered by the WSTR Assignee and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganizational, fraudulent transfer, moratorium or other similar laws affecting creditors’ rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

AGREEMENTS WITH RESPECT TO JURISDICTION, VENUE AND NOTICE SHALL BE THE SAME AS SET FORTH IN THE OPTION AGREEMENT AND SHALL BE GOVERNED BY THE PROVISIONS IN THE OPTION AGREEMENT.

Notices to the WSTR Assignee pursuant to Section 7.2 of the Option Agreement shall be addressed to:

Deerfield Media (Cincinnati), Inc. and Deerfield Media (Cincinnati) Licensee, LLC
1735 York Avenue
New York, New York 10128
Attention: Stephen P. Mumblow

with a copy to (which shall not constitute notice) to:


Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, Maryland 21202
Attention: Steven A. Thomas, Esquire

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, the WSTR Assignee has caused this Joinder Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

WSTR ASSIGNEE:

Deerfield Media (Cincinnati), Inc.

By: 
Name: STEPHEN P. MUNBLOW
Title: PRESIDENT

Deerfield Media (Cincinnati) Licensee, LLC

By: 
Name: STEPHEN P. MUNBLOW
Title: PRESIDENT

AGREED TO AND ACCEPTED:

GRANTOR:

Sinclair Broadcast Group, Inc.,

By: _____
Name: _____
Title: _____

FTS:

Fox Television Stations, Inc.,

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the WSTR Assignee has caused this Joinder Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

WSTR ASSIGNEE:

Deerfield Media (Cincinnati), Inc.

By: _____
Name: _____
Title: _____

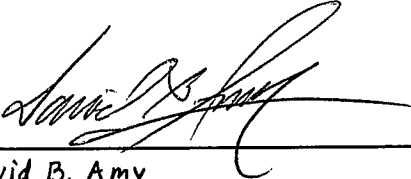
Deerfield Media (Cincinnati) Licensee, LLC

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

GRANTOR:

Sinclair Broadcast Group, Inc.,

By:  _____
Name: David B. Amy
Title: EVP/CFO

FTS:

Fox Television Stations, Inc.,

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the WSTR Assignee has caused this Joinder Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

WSTR ASSIGNEE:

Deerfield Media (Cincinnati), Inc.

By: _____
Name: _____
Title: _____

Deerfield Media (Cincinnati) Licensee, LLC

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

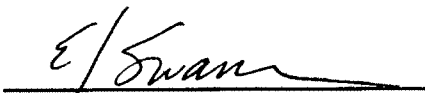
GRANTOR:

Sinclair Broadcast Group, Inc.,

By: _____
Name: _____
Title: _____

FTS:

Fox Television Stations, Inc.,

By: 
Name: ELISABETH J. SWANSON
Title: EVP, CFO + Technical Operations