

SECOND AMENDMENT

This Second Amendment ("Amendment") to the Asset Purchase Agreement by and among Sinclair Media III, Inc. and WSTR Licensee, Inc. (the "Sellers") and Deerfield Media (Cincinnati), Inc. and Deerfield Media (Cincinnati) Licensee, LLC (the "Buyers"), dated July 19, 2012 and as amended on November 8, 2012 (the "Purchase Agreement"), is dated as of November 16, 2012. Sellers and Buyers are collectively referred to herein as the "Parties".

Recitals

WHEREAS, the Parties have agreed to amend certain provisions, exhibits and schedules of the Purchase Agreement.

NOW THEREFORE, in consideration of the agreements made herein and for other consideration deemed sufficient by the Parties and intended to be legally bound, the Parties hereby agree to amend the Purchase Agreement as follows:

1. Sections 3.1(b), 3.2 and 3.3 shall be stricken in their entirety.
2. Section 3.5 shall be stricken in its entirety and be replaced with the following:

In the event that Fox Option Exercise occurs and this Agreement is not terminated, as consideration for the actions taken by Buyers pursuant to this Section 3, on the date of closing of the purchase of the Station by Fox from Sellers pursuant to the Fox Option APA, Sellers shall pay Buyers REDACTED.

3. Except as amended by this Amendment, the Purchase Agreement, and the exhibits and schedules thereto, shall remain in full force and effect, enforceable in accordance with their respective terms.

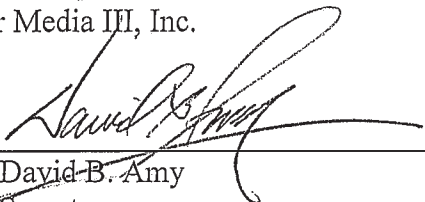
4. This Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Amendment.

(signatures on the following page)

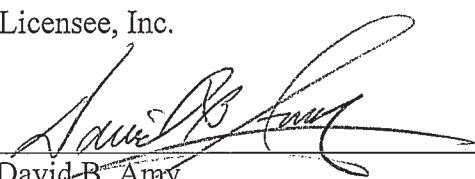
IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the date first written above.

Sellers:

Sinclair Media III, Inc.

By: 
Name: David B. Amy
Title: Secretary

WSTR Licensee, Inc.

By: 
Name: David B. Amy
Title: Secretary

Buyers:

Deerfield Media (Cincinnati), Inc.

By: _____
Name: _____
Title: _____

Deerfield Media (Cincinnati) Licensee, LLC

By: Deerfield Media (Cincinnati), Inc., sole member of
Deerfield Media (Cincinnati) Licensee, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the date first written above.

Sellers:

Sinclair Media III, Inc.

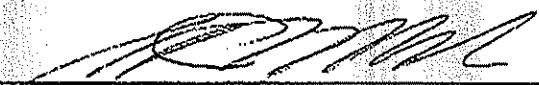
By: _____
Name: David B. Amy
Title: Secretary

WSTR Licensee, Inc.

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

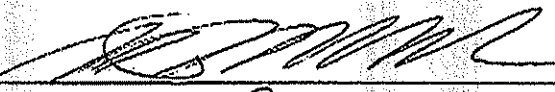
Buyers:

Deerfield Media (Cincinnati), Inc.

By: 
Name: STEPHEN P. MUMBLOW
Title: PRESIDENT

Deerfield Media (Cincinnati) Licensee, LLC

By: Deerfield Media (Cincinnati), Inc., sole member of
Deerfield Media (Cincinnati) Licensee, LLC

By: 
Name: STEPHEN P. MUMBLOW
Title: _____