

AMENDMENT

This 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 (the "Purchase Agreement"), is dated as of November 8, 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. Section 2.3(a) shall be stricken in its entirety and be replaced with the following:

- (a) The aggregate purchase price for the Assets shall be equal to the sum of Five Million One Hundred Fifty Thousand Dollars (\$5,150,000) (the "**Purchase Price**"). The Purchase Price shall be adjusted as provided for in Section 2.3(c) of this Agreement.

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, (i) Sellers shall require that Fox pay Buyers, or alternatively Sellers shall pay Buyers from the proceeds of such closing, the total amount paid by Buyers to Sellers under this Agreement for the Asset, and (ii) Sellers shall pay Buyers an additional One Hundred Thousand Dollars (\$100,000).

3. Schedule 4.5 (Tangible Personal Property) of the Purchase Agreement shall be stricken in its entirety and replaced with Attachment A of this Amendment.

4. 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.

5. 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. Army

Title: Secretary

WSTR Licensee, Inc.

By: 

Name: David B. Army

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: President

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: President

Attachment A

Exhibit 4.5 (Tangible Personal Property)