

EXECUTION VERSION

AMENDMENT NO. 1, dated as of February 5, 2009, among BARRINGTON BROADCASTING GROUP LLC, a Delaware limited liability company (“Borrower”), BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”), and the Lenders listed on the signature pages hereto to that certain Credit Agreement, dated as of August 11, 2006 (as further amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”) among Borrower, Barrington Broadcasting LLC, as Parent Guarantor, the Lenders from time to time party thereto, BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender, L/C Issuer and Collateral Agent, WACHOVIA BANK, NATIONAL ASSOCIATION, as Syndication Agent, CIT LENDING SERVICES CORPORATION, as Documentation Agent, and BANC OF AMERICA SECURITIES LLC and WACHOVIA CAPITAL MARKETS, LLC, as Joint Lead Arrangers and Joint Bookrunning Managers. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

WHEREAS, Borrower has requested that the Administrative Agent and the Required Lenders agree to amend certain provisions of the Credit Agreement and make a consent in connection therewith pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Amendments and Consent.

(a) The following new definitions are hereby added to Section 1.01 of the Credit Agreement:

“Amendment No. 1” means Amendment No. 1 to this Agreement, dated as of February 5, 2009.

“Disqualified Capital Stock” of any Person means any Equity Interest of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 180 days after the Term Loan Maturity Date, (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Equity Interests referred to in (a) above, in each case at any time on or prior to the date that is 180 days after the Term Loan Maturity Date, or (c) contains any repurchase obligation which may come into effect prior to payment in full of all Obligations; *provided, however*, that any Equity Interests that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interest is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Equity Interests upon the occurrence

of a change in control or an asset sale occurring prior to the date that is 180 days after the Term Loan Maturity Date shall not constitute Disqualified Capital Stock if such Equity Interests provide that the issuer thereof will not redeem any such Equity Interests pursuant to such provisions prior to the repayment in full of the Obligations or unless such redemption or repurchase would otherwise be permitted pursuant the terms of this Agreement.

“Qualified Capital Stock” of any Person means any Equity Interests of such Person that are not Disqualified Capital Stock.

(b) The following definitions are hereby added to Section 1.01 of the Credit Agreement in replacement of the corresponding existing definitions:

“Aggregate Commitments” means, collectively, the Aggregate Revolving Loan Commitments and the Aggregate Term Loan Commitments.

“Applicable Rate” means (a) with respect to any Revolving Loan, the following percentages per annum, based upon the Total Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.04(c):

Pricing Level	Total Leverage Ratio	Eurodollar Rate Revolving Loans and Letter of Credit Fees	Base Rate Revolving Loans	Commitment Fee
1	>6.50 : 1.00	4.25	3.25	0.50
2	≤6.50 : 1.00 and >5.50 : 1.00	4.25	3.25	0.50
3	≤5.50 : 1.00	4.25	3.25	0.375

and (b) with respect to any Term Loan, 4.25%, in the case of Eurodollar Rate Term Loans and 3.25%, in the case of Base Rate Term Loans; provided that with respect to Revolving Loans Pricing Level 1 shall apply until the date that is six months following the Closing Date (the “Trigger Date”). On and after the Trigger Date, the Applicable Rate with respect to Revolving Loans shall be determined by reference to the grid above. Any increase or decrease in the Applicable Rate resulting from a change in the Total Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.04(c); provided that (x) if a Compliance Certificate is not delivered when due in accordance with such Section, then Pricing Level 1 shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered until the Compliance Certificate is delivered and (y) Pricing Level 1 shall apply during any Event of Default specified in Section 8.01(b) or (g) and

any other Event of Default as to which any Loan Party, any Agent or any Lender has given notice (including by any Loan Party under Section 6.05).

“Borrowing” means a Term Loan Borrowing, a Revolving Loan Borrowing or a Swing Line Borrowing, as the context may require.

“Class” (a) when used with respect to Lenders, refers to whether such Lenders are Revolving Loan Lenders or Term Loan Lenders, (b) when used with respect to Commitments, refers to whether such Commitments are Revolving Loan Commitments or Term Loan Commitments and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Revolving Loans or Term Loans.

“Commitment” means, as to each Lender, such Lender’s Revolving Loan Commitment or Term Loan Commitment, or any combination of them, as the case may be.

“Lender” has the meaning assigned to such term in the introductory paragraph hereto, together with any Person that subsequently becomes a Lender by way of assignment in accordance with the terms of Section 10.06, together with their respective successors, other than any Person that ceases to be a Lender as a result of an assignment in accordance with Section 10.06 or an amendment of this Agreement and, as the context requires, includes the Swing Line Lender.

“Loan” means an extension of credit by a Lender to Borrower under Article II in the form of a Revolving Loan, a Term Loan or a Swing Line Loan.

“Note” means a Revolving Loan Note, Term Loan Note or Swing Line Loan Note, as the context may require.

“Required Percentage” means, with respect to an Excess Cash Flow Period, 100%.

(c) The following definitions are hereby deleted in their entirety:

“Aggregate Incremental Term Loan Commitments”

“Incremental Term Loan”

“Incremental Term Loan Borrowing”

“Incremental Term Loan Borrowing Date”

“Incremental Term Loan Commitment”

“Incremental Term Loan Commitment Agreement”

“Incremental Term Loan Lender”

“Incremental Term Note”

(d) Section 2.01(c) of the Credit Agreement is hereby amended by deleting such section in its entirety.

(e) Section 2.02(a) of the Credit Agreement is hereby amended by deleting the language “, an Incremental Term Loan Borrowing” contained in the sixth sentence thereof.

(f) Section 2.05 of the Credit Agreement is hereby amended as follows:

(i) the language “or Incremental Term Loans” in the second line of subsection (a)(i) thereof is hereby deleted and the comma after the language “Revolving Loans” thereof is hereby deleted and replaced with the language “or”;

(ii) the language “and Incremental Term Loan Lenders” in the third sentence of subsection (a)(i) thereof is hereby deleted and the comma prior to the language “Term Loan Lender” in such sentence is hereby deleted and replaced with the language “and”; and

(iii) subsection (g) thereof is hereby deleted in its entirety.

(g) Section 2.06(c) of the Credit Agreement is hereby amended by deleting such section in its entirety.

(h) Section 2.14 of the Credit Agreement is hereby amended by deleting such section in its entirety.

(i) Section 5.20 of the Credit Agreement is hereby amended as follows:

(i) the comma before subsection (b) thereof is hereby deleted and the language “and” is hereby added prior to subsection (b) thereof;

(ii) the language “and (c) Incremental Term Loans” is hereby deleted in the seventh line thereof; and

(iii) the language “provided that no proceeds from any Incremental Term Loans may be used to repay any Subordinated Indebtedness” is hereby deleted at the end thereof, and the semicolon prior to such language is hereby changed to a period.

(j) New Section 6.15 of the Credit Agreement is hereby added as follows:

“Section 6.15. Effect of Amendment No. 1 on Mortgages. On or prior to the date that is 45 days after the date of effectiveness of Amendment No. 1 to this Agreement (or such later date as shall be acceptable to the Collateral Agent in its

sole discretion), deliver to the Collateral Agent confirmation in form and substance reasonably acceptable to the Collateral Agent from local counsel in each jurisdiction in which any Mortgaged Property is located that no documents, instruments or other actions are required under applicable law for the continued validity, perfection and priority of the Liens granted to the Collateral Agent under the Mortgages encumbering such Mortgaged Property for the benefit of the Secured Parties as security for the Secured Obligations, as amended pursuant to Amendment No. 1 (or deliver such other documentation in form and substance reasonably acceptable to the Collateral Agent as shall confirm such continued validity, perfection and priority).”

(k) Section 7.05 of the Credit Agreement is hereby amended by adding the language “(except for any Qualified Capital Stock)” after the language “preferred Equity Interests of Holdings” in the fifth and sixth lines thereof.

(l) Section 7.06 of the Credit Agreement is hereby amended as follows:

(i) the language “and” is hereby added after the semicolon of subsection (e) thereof;

(ii) the language “and” is hereby deleted after the semicolon of subsection (f) thereof and such semicolon is hereby changed to a period; and

(iii) subsection (g) thereof is hereby deleted in its entirety.

(m) Section 7.09(b) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(b)(i) Amend or modify any document governing Subordinated Indebtedness in any manner materially adverse to the Lenders or make any voluntary or optional payment or prepayment on or redemption or acquisition for value of, or any prepayment or redemption as a result of any asset sale, change of control or similar event of, any Subordinated Indebtedness, except (A) as otherwise permitted by this Agreement, (B) redemption or retirement of any Subordinated Indebtedness in exchange for Qualified Capital Stock of Holdings and (C) the redemption or acquisition for value of Senior Subordinated Notes (each, a “Qualifying Redemption”), in each case under this clause (C) so long as (1) such redemption or acquisition is made in exchange for cash at a price that, when calculated on a weighted average basis together with the actual price paid on all previous Qualifying Redemptions, is equal to 35.000% or less of the aggregate principal amount of Senior Subordinated Notes being so redeemed or acquired (and Holdings shall have delivered to the Administrative Agent a certificate of a Responsible Officer of Holdings, together with reasonably detailed supporting calculations certifying as to the determination of such price), (2) the aggregate cash consideration paid by Borrower and the other Loan Parties in exchange for all such redemptions or acquisitions shall not exceed \$13.0 million, (3) any such redemption or acquisition

shall be consummated prior to the first anniversary of the date of effectiveness of Amendment No. 1, (4) no Default or Event of Default exists at the time of any such redemption or acquisition or would exist immediately after giving effect thereto, and (5) Holdings and the Subsidiaries shall be in compliance, on a Pro Forma Basis after giving effect to such redemption or acquisition and all related transactions, with the Financial Performance Covenants recomputed as at the last day of the most recently ended fiscal quarter of Holdings and the Subsidiaries, and Holdings shall have delivered to the Administrative Agent a certificate of a Responsible Officer of Holdings to such effect, together with all reasonably detailed supporting financial information relating to such transaction, or

(ii) amend or modify, or permit the amendment or modification of, the Management Agreement, other than amendments or modifications that are not in any matter materially adverse to the Lenders.”

(n) The Required Lenders hereby consent and agree that the cash contribution made pursuant to Section 3(a)(iii) of this Amendment No. 1 may, at Borrower’s option, be counted toward a contribution pursuant to Section 8.02(a) of the Credit Agreement in connection with Borrower’s exercise of a Cure Right for the Test Period ended December 31, 2008.

Section 2. Representations and Warranties. Each of Holdings and Borrower represents and warrants to the Lenders as of the date hereof and the date of effectiveness of this Amendment No. 1 that:

(a) The execution, delivery and performance by each of Holdings and Borrower of this Amendment No. 1 has been duly authorized by all necessary limited liability company action, and does not and will not (a) contravene the terms of any of such Person’s organizational documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Restricted Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law, except, in each case referred to in clauses (b) and (c), to the extent that conflict, breach, contravention, creation, payment or violation would not reasonably be expected to have a Material Adverse Effect;

(b) Before and after giving effect to this Amendment No. 1, the representations and warranties set forth in the Credit Agreement are true and correct in all material respects on and as of the date of effectiveness of this Amendment No. 1, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; and

(c) At the time of and after giving effect to this Amendment No. 1, no Default or Event of Default has occurred and is continuing.

Section 3. Conditions to Effectiveness. This Amendment No. 1 shall become effective on the date on which each of the following conditions is satisfied:

(i) The Administrative Agent (or its counsel) shall have received from the Required Lenders and each of the other parties hereto a signature page to Amendment No. 1 signed on behalf of such party;

(ii) Each Lender executing Amendment No. 1 on or before 12:00 noon (New York City time) on February 5, 2009 (each, an "Approving Lender") shall have received a fee in dollars equal to its share (allocated on a pro rata basis among Approving Lenders based on the Commitments and Loans held by all Approving Lenders) of an aggregate amount equal to 1.00% of the aggregate Commitments and Loans held by all Lenders;

(iii) Holdings shall have received a cash contribution of not less than \$16.0 million and shall have contributed such cash to the capital of Borrower;

(iv) All corporate and other proceedings taken or to be taken in connection with this Amendment No. 1 and all documents incidental thereto, whether or not referred to herein, shall be reasonably satisfactory in form and substance to the Administrative Agent;

(v) The representations and warranties in Section 2 of this Amendment No. 1 shall be true and correct; and

(vi) Each of the Administrative Agent and the Syndication Agent and their respective Affiliates shall have received all the fees due and reimbursement or payment of all reasonable and documented out-of-pocket expenses incurred by them in connection with this Amendment No. 1 (including, but not limited to, the reasonable documented fees, charges and out-of-pocket disbursements of Cahill Gordon & Reindel LLP and of any local counsel retained by the Administrative Agent), and any other amounts due and payable on the effective date of this Amendment No. 1 pursuant to Section 10.04 of the Credit Agreement.

Section 4. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Amendment No. 1 by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 5. Applicable Law. THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.


Section 6. Headings. The headings of this Amendment No. 1 are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 7. Effect of Amendment. Except as expressly set forth herein, this Amendment No. 1 shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Secured Parties or the Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms or conditions contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

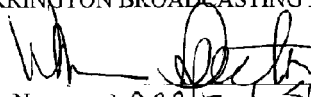
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date first above written.

BARRINGTON BROADCASTING GROUP LLC

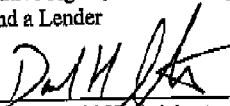
By: 
Name: WARREN SPECTOR
Title: SR. VP / CFO

BARRINGTON BROADCASTING LLC

By: 
Name: WARREN SPECTOR
Title: CONTROLLER

BANK OF AMERICA, N.A., as Administrative Agent, Collateral Agent, L/C Issuer and a Lender

By: _____


Name: David H. Strickert
Title: Senior Vice President