

FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT

This **FIRST AMENDMENT** to the Employment Agreement (as defined below), effective January 1, 2009, is hereby entered into as of the 30th day of December, 2008, by and between Barrington Broadcasting Group LLC (the “Company”) and Warren Spector (the “Employee”).

WHEREAS, the Company and the Employee entered into the Employment Agreement by and between the Company and the Employee, effective January 1, 2008 (the “Employment Agreement”); and

WHEREAS, the Company and Employee desire and agree to amend the provisions of the Employment Agreement as provided below in order to reduce the risk of potential adverse tax consequences to the Employee under Section 409A of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree to amend the Employment Agreement, effective January 1, 2009, as follows:

1. The last sentence of Section 1.2(b) of the Employment Agreement is amended by replacing “fiscal year” with “Company’s taxable year”.
2. Section 1.2(c) of the Employment Agreement is amended by inserting the following at the end of that section:

The payment or reimbursement of expenses pursuant to this Section in one taxable year of the Employee shall not affect the amount of the payment or reimbursement in any other taxable year. The right to payment or reimbursement under this Section shall not be liquidated or exchanged for any other benefit.

3. The second to last sentence in Section 1.5(b) is revised in its entirety to read as follows:

Any right of the Employee to payment pursuant to this subsection shall be contingent on the Employee’s satisfaction of the release requirement in Section 1.5(i).

4. Section 1.5(i)(ii) is amended in its entirety to read as follows:

(ii) as a condition of the right to receive benefits pursuant to this Section 1.5, the Employee or his estate, as applicable, shall execute a general release of all claims in customary form, and such release must become irrevocable within 50 days of the Employee’s termination of employment.

5. Section 2.9 of the Employment Agreement is amended in its entirety to read as follows:

2.9 **Code Section 409A Compliance.** To the extent amounts or benefits that become payable under this Agreement on account of the Employee's termination of employment (other than by reason of the Employee's death) constitute "nonqualified deferred compensation plan" within the meaning of Code Section 409A ("***Deferred Compensation***"), payment of such amounts and benefits shall commence when the Employee incurs a "separation from service" within the meaning of Treasury Regulation 1.409A-1(h), without regard to any of the optional provisions thereunder, from the Company and any entity that would be considered a single employer with the Company under Code Section 414(b) or 414(c) ("***Separation from Service***"). Such payments or benefits shall be provided in accordance with the timing provisions of this Agreement by substituting this Agreement's references to "termination of employment" or "termination" with "Separation from Service." Notwithstanding the foregoing, if at the time of the Employee's Separation from Service, the Employee is a "specified employee" (within the meaning of Code Section 409A and Treasury Regulation Section I.409A-3(i)(2)), any such Deferred Compensation will not be paid until after the earlier of (i) the first business day of the seventh month following Employee's Separation from Service, or (ii) the date of the Employee's death (the "***409A Suspension Period***"). Within 14 calendar days after the end of the 409A Suspension Period, the Company shall then pay the Employee, without interest, all such Deferred Compensation that would have otherwise been paid under this Agreement but for the imposition of the 409A Suspension Period. Thereafter, the Company shall pay Employee any remaining unpaid Deferred Compensation in accordance with this Agreement as if there had not been a six-month delay imposed by this paragraph. For the purposes of this Agreement, each payment that is part of a series of installment payments shall be treated as a separate payment for purposes of Code Section 409A.

6. All Employment Agreement references to section numbers and defined terms are amended to reflect the above modifications.
7. Nothing herein shall be held to alter, vary or otherwise affect the terms, conditions, and provisions of the Employment Agreement, except as noted above.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and such Amendment shall be effective as of the date first written above.

THE COMPANY:

Barrington Broadcasting Group, LLC

By: /s/ K. James Yager

Its: Chief Executive Officer _____

THE EMPLOYEE:

By: /s/ Warren Spector _____

Name: Warren Spector