

## **CURRENT REPORT**

**of**

### **BARRINGTON BROADCASTING GROUP LLC BARRINGTON BROADCASTING CAPITAL CORPORATION**

2500 W. Higgins Road, Suite 155  
Hoffman Estates, IL 60169  
(847) 884-1877

**January 27, 2009**

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Pursuant to Section 4.3(a) of the Indenture, dated as of August 11, 2006, as supplemented by the Supplemental Indenture, dated as of March 19, 2008, by and among Barrington Broadcasting Group LLC, a Delaware limited liability company (“Barrington Group” or the “Company”), Barrington Broadcasting Capital Corporation, a Delaware corporation (“Barrington Capital”), U.S. Bank National Association, as trustee, and the guarantors named therein, relating to the 10½% Senior Subordinated Notes due 2014 (the “Notes”), Barrington Group and Barrington Capital are furnishing the information contained herein to holders of the Notes.

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On January 27, 2009, the Company will make available to the lenders under its credit facility, dated August 11, 2006, by and among the Company, as borrower, all subsidiaries thereof and Barrington Broadcasting LLC, as guarantors, Bank of America, N.A., as administrative agent and the lenders (the “Lenders”) party thereto (the “Credit Facility”), a presentation (the “Presentation”) with respect to a proposed amendment (the “Amendment”) to the Credit Facility.

As previously disclosed, the Company anticipates that it will be in breach of the total leverage ratio covenant contained in the Credit Facility when measured for the period ended December 31, 2008. If such a breach occurs, Pilot Group LP (“Pilot”), the Company’s equity sponsor, has the right to make a cash equity contribution to the Company to cure such breach. The Company expects that Pilot will exercise its right to cure the Company’s anticipated breach under the Credit Facility by making a contribution of approximately \$16.0 million of cash to the Company (the “Equity Cure”). The Credit Facility does not require that the proceeds from the Equity Cure be used to repay indebtedness under the Credit Facility or any other indebtedness. The Company expects to use the proceeds, if any, from the Equity Cure to fund its liquidity requirements.

Set forth below are certain estimated financial results for the year ended December 31, 2008 which are included in the Presentation. These estimates are derived from preliminary unaudited results of operations and are subject to change upon the completion and issuance of the Company’s audited financial statements for the year ended December 31, 2008.

- The Company estimates total political revenue of \$14.7 million for the year ended December 31, 2008.
- The Company estimates net revenue of \$119.4 million for the year ended December 31, 2008, approximately a 6% increase compared to the year ended December 31, 2007.
- The Company estimates same-station net revenue (excluding 9 months of results from station WGTU) of approximately \$117.0 million for the year ended December 31, 2008, approximately a 4% increase compared to the year ended December 31, 2007.

The Company believes that this performance was driven by the increase in political spending, offset by continued weakness in the economy, which negatively impacted national and regional advertising revenue.

In the Presentation, the Company notes that conditions in the Company's industry have been extremely challenging, specifically with respect to the following factors:

- The weakening economy having a significant impact on national advertising revenue with advertisers cancelling scheduled advertisements at a higher rate than in the past;
- The automotive industry experiencing an unprecedented slowdown, resulting in decreased spending on advertising by automotive accounts; and
- The overall uncertainty in the economic outlook.

Set forth below is a summary of the expected material terms of the Amendment.

- The Amendment would allow, but not require, the Company to use up to \$13.0 million of cash to repurchase and retire a portion of the Company's 10 ½% senior subordinated notes due 2014 (the "Notes") for one year following the effective date of the Amendment, and also permit the Company to effect exchanges of qualified capital stock for the Notes.
- The Amendment would allow, but not require, the Company to voluntarily prepay, at a discount and on a non-pro rata basis, senior secured term loans under the Credit Facility pursuant to the procedures set forth in the Amendment for one year following the effective date of the Amendment.

If the Amendment is approved by the requisite Lenders, the Company expects to pay the Lenders who consent to the Amendment an amendment fee.

**SIGNATURE**

Pursuant to the requirements of Section 4.3(a) of the indenture, the Issuers have duly caused current report to be signed on its behalf by the undersigned thereunto duly authorized.

BARRINGTON BROADCASTING GROUP LLC  
BARRINGTON BROADCASTING CAPITAL CORPORATION

Date: January 27, 2009

By: /s/ Warren Spector

Name: Warren Spector  
Title: Director and Chief Financial Officer