

AMENDMENT

This Amendment (“Amendment”) to the Assignment by and among Sinclair Television Group, Inc., HSH Flint (WEYI), LLC and HSH Flint (WEYI) Licensee, LLC, and Barrington Broadcasting LLC and the other Barrington Parties (as defined in the Assignment), dated March 15, 2013 (the “Assignment”), is dated as of April 18, 2013.

Recitals

WHEREAS, the parties have agreed to amend certain provisions, exhibits and schedules of the Assignment.

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 Assignment as follows:

1. Section 1.2 shall be stricken in its entirety and be replaced with the following:

At the closing under the Agreement, Assignee shall pay Assignor (or its designee) for the Station Assets the aggregate amount of \$2,960,000, such payment made as directed by Assignor.

2. Exhibit A of the Assignment shall be stricken in its entirety and be replaced with Attachment 1 hereto.

3. Section 2.3(a) of the Asset Purchase Agreement (Exhibit to Exhibit E of the Assignment – Option Agreement) shall be stricken in its entirety and replaced with the following:

(a) The aggregate purchase price for the Assets shall be equal to the sum of Two Million Nine Hundred Sixty Thousand Dollars (\$2,960,000) (the “**Purchase Price**”). The Purchase Price shall be adjusted as provided for in Section 2.3(c) of this Agreement.

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

5. The Barrington Parties are executing this Amendment for the limited purpose of satisfying the requirements of Section 9 of the Assignment relating to amendments. The execution of this Amendment by the Barrington Parties shall not modify the scope of the limited purposes for which the Barrington Parties are party to the Assignment or expand their obligations or representations thereunder.

6. 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

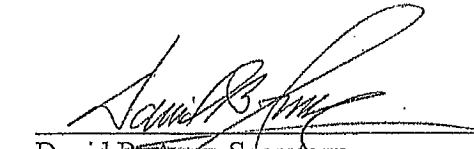
together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Amendment.

(signatures on the following pages)

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

SINCLAIR TELEVISION GROUP, INC.

By:


David B. Amy, Secretary

HSH Flint (WEYI), LLC

By: Armstrong Williams

Name: Armstrong Williams

Title: owner / operator

HSH Flint (WEYI) Licensee, LLC

By: Armstrong Williams

Name: Armstrong Williams

Title: owner / operator

ACKNOWLEDGED:

On behalf of all the Barrington Parties:

BARRINGTON BROADCASTING LLC

By: Paul

Name: Paul Mewicoi

Title: Senior Vice President

Attachment 1

Exhibit A

1. Network Affiliation Agreement, dated as of January 1, 2007, by and between Barrington Broadcasting Group LLC and NBC TV Network, including agreements dated May 18, 2001 and assignments of such dated February 15, 2004 (from LIN Broadcasting) and August 11, 2006 (from Raycom), as amended on January 1, 2012 and September 12, 2012 (all as it relates to WEYI-TV)
2. Programming agreements and music licenses relating to WEYI-TV, including the following:

Twentieth Television Assigned to Atlantic Media Group in 2001 letter	The Simpsons	7/18/1994
CBS Television Distribution	The Andy Griffith Show	5/25/2009
CBS Television Distribution	Excused (11/12)	4/2/2011
NBC Universal Television - Distribution	The Jerry Springer Show	3/8/2011
Tribune Broadcasting Company, LLC	Eye Opener 13/14	1/25/2013
Warner Bros. Domestic Television Distribution	Curb Your Enthusiasm	6/30/2009
Warner Bros. Domestic Television Distribution	The Closer (2nd Cycle)	2/28/2011
NBCUniversal Television Distribution	Open House	3/27/2012
Timberwolf Productions	The Outdoorsman with Buck McNeely	5/9/2012

3. The transmitter and antenna system including the following:

30 KW DIGITAL TELEVISION TRANSMITTER	COMAR	THOMCAST	8/12/2006
30 KW RF LOAD	K DCX	BIRD	8/12/2006
TRANSMITTER TUBE & CIRCUIT ASSEMBLY REPLACEMENT		OMNI CONTROLS & L3 COMM. L3 COMMUNICATION S	5/1/2008
TRANSMITTER TUBE REPLACEMENT			9/1/2008
TRANSMITTER 5.2KW ROHDE & SWARZ CV 90-T0512-1			12/1/2011

TRANSMITTER EQUIPMENT RACKS

12/1/2011

DIGITAL UHF TELEVISION ANTENNA
TRANSMISSION LINES

TFU-16DSB-A(C) DIELECTRIC

8/12/2006
9/30/2012

4. The FCC Licenses relating to the Stations, including the following:

WEYI-TV, Saginaw, Michigan

Facility ID No.: 72052

Broadcast License:

<i>Authorizations</i>	<i>File Number</i>	<i>Status/Expiration Date</i>
<i>Renewal Authorization</i>	<i>BRCT-20050531BCJ</i>	<i>10/01/2013</i>
<i>DTV License</i>	<i>BLCDT-20040123ASH</i>	<i>10/01/2013</i>

Non-Broadcast/Broadcast Auxiliary Licenses:

<i>Call Signs</i>	<i>Type</i>	<i>Expiration Date</i>
E6547	<i>Earth Station – TVRO</i>	<i>08/31/2019</i>
E970203	<i>Earth Station – TVRO</i>	<i>03/14/2022</i>
KC26116	TV Pickup	<i>10/01/2013</i>
KFF470	Broadcast Auxiliary Remote Pickup	<i>10/01/2013</i>
WPXT340	TV Intercity Relay	<i>10/01/2013</i>