

AMENDMENT

This Amendment (the "Amendment") is dated as of this 23rd day of November 2004 by and between ACME Television, LLC ("Seller"), a Delaware limited liability company, and Barrington Michigan Corporation ("Buyer"), a Delaware corporation.

Recitals

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement (the "Agreement"), dated June 18, 2004, concerning the sale of certain assets relating to a new television station on Channel 46 in Bay City, Michigan, including but not limited to the construction permit (the "CP") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, the Agreement contemplates that Seller would acquire the CP from Vista Communications, Inc. ("Vista") pursuant to an assignment application (the "Vista Application") filed with the FCC, and that Buyer and Seller would file a separate assignment application with the FCC only after Seller had acquired the CP from Vista, with the Closing to transpire after the FCC had approved the Vista Application and after the FCC had approved Seller's and Buyer's separate assignment application; and

WHEREAS, the parties hereto are now desirous of filing the application with the FCC for its consent to the assignment of the CP from Seller to Buyer at or shortly after the time that the Vista Application is filed with the FCC, so that the closings of the two transactions can occur simultaneously;

NOW, THEREFORE, in view of the foregoing and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, the parties hereby agree as follows:

(1) FCC Application. The first sentence of Section 3 is hereby amended in its entirety to read as follows:

Within five (5) business days after the FCC shall have assigned a file number to the assignment application filed by Vista and Seller for the assignment of the CP to Seller, Seller and Buyer shall file a Form 314 application (the "Application") with the FCC seeking contingent FCC consent to the assignment of the CP from Seller to Buyer. The Application will state that it should be considered in conjunction with the Vista Application and that, if both applications are granted at or about the same time, the two assignments would be consummated on the same day. If the FCC cannot or does not grant both applications at or about the same time, this Amendment shall be deemed to have no further force and effect, and Seller and Buyer will proceed in accordance with the provisions set forth in the Agreement prior to the execution of this Amendment.

(2) Closing. Section 6 of the Agreement is hereby amended in its entirety to read as follows:

Consummation of the transactions contemplated by this Agreement (the "Closing") shall be held at the offices of Dickstein Shapiro Morin & Oshinsky LLP, 2101 L Street, N.W., Washington, DC 20037, or at such other place mutually agreed to by the parties on a date (the "Closing Date") on the same day on which Seller consummates the CP Agreement among Vista, Seller and Pelican to acquire the CP, with the understanding that the Closing shall not be held until the FCC order (the "Order") granting the Application becomes "Final" (meaning that the time periods for filing any requests for administrative or judicial review or reconsideration shall have expired under applicable regulation and law and that the time period for the FCC to reconsider the Order on its own motion shall have expired under FCC rules): provided, that Buyer may, in the exercise of its unilateral discretion, require that the Closing be held at any time after the Order becomes effective if Seller (using commercially reasonable efforts) is otherwise able to arrange for the closing of its acquisition of the CP from Vista on that same day. At the Closing, (i) the parties shall execute an assignment and assumption agreement covering the Assets to be sold, transferred, assigned or otherwise conveyed on such date as well as any other document reasonably requested by any party, with the understanding that all such documents shall be reasonably satisfactory to both parties as to form and substance and (ii) Seller shall provide an opinion letter from its counsel, in form and substance reasonably satisfactory to Buyer, which is limited to the following matters: (a) that Seller is the authorized holder of the CP under FCC rules, (b) that the CP is in full force and effect, (c) that the FCC has consented to the assignment of the CP to Buyer and, if applicable, that such consent has become Final, and (d) that to the knowledge of Seller's counsel, there is no investigation, complaint or other proceeding pending or threatened before the FCC with respect to the CP (other than proceedings of general applicability) that could have a material adverse effect on the CP.

(3) Other Provisions. Except as modified by this Amendment, the Agreement shall remain unchanged in all respects.

(4) Construction. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Agreement.

(5) Counterpart Signatures. This Amendment may be signed in counterparts, and all such counterparts shall collectively be deemed to be one and the same document. Facsimile signatures shall, for purposes of this Amendment, be recognized and treated as original signatures sufficient to make this Amendment binding and effective.

(6) Construction. This Amendment shall be governed by the laws of the State of Delaware without regard to conflict of laws provisions.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

ACME TELEVISION, LLC

By: _____
Name:
Title:

BARRINGTON MICHIGAN
CORPORATION

By: _____
Name:
Title: