

FIFTH AMENDMENT TO TIME BROKERAGE AGREEMENT

This FIFTH AMENDMENT TO TIME BROKERAGE AGREEMENT (this "Amendment"), dated as of December 14, 2011 is made to that certain Time Brokerage Agreement, dated April 28, 1994, as amended by that certain Amendment to and Extension of Time Brokerage Agreement, dated December 9, 2003, as further amended by that certain Second Amendment to Time Brokerage Agreement, dated July 19, 2005, as further amended by that certain Third Amendment to Time Brokerage Agreement, dated July 19, 2005 (the "Third Amendment") and as further amended by that certain Fourth Amendment to Time Brokerage Agreement, dated February 6, 2006 (as so amended, the "TBA"), is entered into by and between SagamoreHill of Carolina, LLC, a Delaware limited liability company (the "Licensee") and Barrington Myrtle Beach LLC (as successor to Barrington Broadcasting South Carolina Corporation), a Delaware limited liability company (the "Broker"). All defined terms used but not defined herein shall have the meaning ascribed to such terms in the TBA.

RECITALS:

WHEREAS, the Broker and Licensee have heretofore entered into the TBA;

WHEREAS, each of the parties hereto desire to amend the TBA to make the modifications set forth below; and

NOW, THEREFORE, in consideration of the agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree to amend the TBA by executing this Amendment, and the parties hereto hereby enter into this Amendment, so as to agree with each other as follows:

1. Amendment to the TBA. Clause (v) of the definition of "Variable Expenses" contained in paragraph 1.a of Exhibit 4(B) to the TBA (for avoidance of doubt such exhibit is contained in the Third Amendment) shall be deleted in its entirety and replaced with the following:

"with respect to that certain Credit Agreement dated as of August 11, 2006, by and among Licensee, as borrower, Bank of America, N.A. ("**BOA**"), as administrative agent and the other parties thereto from time to time, as amended by that certain Amendment Agreement, dated as of December 14, 2011, by and among Licensee, SagamoreHill of Carolina Licenses, LLC, BOA, as administrative agent and collateral agent, and the other parties thereto (as amended, the "**Amended and Restated Credit Agreement**"), as such Amended and Restated Credit Agreement may be further amended, restated, supplemented, refinanced or replaced (provided that the terms and conditions of such amendment, restatement, supplement, refinancing or replacement have been consented to in

writing by the Broker) and, in each case, to extent the performance of Licensee has been guaranteed by Broker or an affiliate thereof (the “**Acquisition Financing Arrangement**”), the payments due by Licensee pursuant to such Acquisition Financing Arrangement, other than those payments due pursuant to such Acquisition Financing Agreement to the extent arising out of the failure of Licensee to make a timely payment thereunder for which Licensee had received timely payment hereunder or otherwise to the extent arising out of actions or omissions of Licensee in breach of such Acquisition Financing Arrangement,”

2. Ratification and Confirmation of the TBA; No Other Changes. Except as modified by this Amendment, the TBA is hereby ratified and confirmed in all respects. Nothing herein shall be held to alter, vary or otherwise affect the terms, conditions and provision of the TBA, other than as contemplated herein.
3. Effectiveness. This Amendment shall be effective as of the date hereof.
4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.
5. Representations and Warranties. Each party represents and warrants to the other party as follows: (a) it is a duly organized and validly existing limited liability company (“LLC”), as the case may be, under the laws of its jurisdiction of incorporation or organization; (b) it has full corporate or LLC power and authority and has taken all corporate or LLC action necessary to enter into and perform this Agreement; (c) the execution and delivery of this Agreement and the transactions contemplated herein do not violate, conflict with, or constitute a default under its organizational documents or the terms or provisions of any material agreement or other instrument to which it is a party or by which it is bound, or any order, award, judgment or decree to which it is a party or by which it is bound; and (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof (except as such enforcement may be limited by any bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar law affecting creditors’ rights and remedies generally and general principles of equity).
6. Counterparts. This Third Amendment may be executed contemporaneously in two or more counterparts, each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO
FIFTH AMENDMENT TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed and delivered
this Agreement as of the date first written above.

BROKER:

BARRINGTON MYRTLE BEACH LLC

By: 

Name:

Title:

WARREN SPECTOR

CHIEF FINANCIAL OFFICER

LICENSEE:

SAGAMOREHILL OF CAROLINA, LLC

By: _____

Name:

Title:

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IN WITNESS WHEREOF, the undersigned have executed and delivered
this Agreement as of the date first written above.

BROKER:

BARRINGTON MYRTLE BEACH LLC

By: _____
Name:
Title:

LICENSEE:

SAGAMOREHILL OF CAROLINA, LLC

By: 
Name: Louis S. Ward
Title: President