

## Interference Agreement

This Agreement is made this 6th day of April 2010 by and between WLOS Licensee, LLC (hereinafter “WLOS Licensee”), licensee of television station WLOS(TV), Asheville, North Carolina, and Media General Communications Holdings, LLC (hereinafter “Media General”), licensee of television station WBTW(TV), Florence, South Carolina.

WHEREAS, WLOS Licensee is filing with the Federal Communications Commission (hereinafter “FCC”) an application (hereinafter “WLOS Application”) seeking approval to modify the authorized construction permit of WLOS(TV) (FCC File No. BMPCDT-20080620AKA) by substituting a THV-6A13-R C150 antenna for the currently authorized THV-10A13-R C170 antenna, which will change the antenna pattern of the proposed facilities; and

WHEREAS, Media General intends to file with the FCC an application seeking approval to modify the licensed facilities of WBTW(TV) (FCC File No. BLCDDT-20090612AIR) by increasing the transmission power to 54.7 kW ERP (the “WBTW Application”); and

WHEREAS, WLOS Licensee and Media General (hereinafter “the Parties”, or, individually, a “Party”) have determined that the proposed facilities specified in the WLOS Application are predicted to cause interference to approximately 1.07% of the population within the protected noise limited contour that would result from grant of the WBTW Application; and that the proposed facilities specified in the WBTW Application are predicted to cause new interference to approximately 0.54% of the population within the protected noise limited contour that would result from grant of the WLOS Application.

NOW THEREFORE, consistent with the FCC's rules and for the purpose of facilitating obtaining authorization of the facilities proposed in the WLOS Application and the WBTW Application, Media General hereby consents to the predicted interference proposed in the WLOS Application, and WLOS Licensee hereby consents to the predicted interference proposed in the WBTW Application. As a condition to granting these consents, each Party requires that the other obtain its written consent to any future modification of WLOS(TV) or WBTW(TV) that would increase the amount of predicted interference to the service population of the other station beyond that agreed hereto.

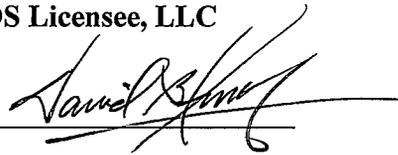
Except for this mutual consent set forth above, no consideration is being paid or promised by either Party in connection with this Agreement. Each Party shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to this Agreement, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto. Neither Party shall take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the other Party's enjoyment of its rights and interests contemplated by this Agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the Party against whom enforcement is sought. Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the Parties and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of North Carolina without

giving effect to the choice of law provisions thereof. This Agreement may be executed electronically and in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Electronic copies of signatures shall be treated as originals for all purposes. Each Party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting and legal fees incurred in connection herewith.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**WLOS Licensee, LLC**

By: \_\_\_\_\_



David Amy, Senior Manager

**Media General Communications  
Holdings, LLC**

By: \_\_\_\_\_

Ardell Hill, President, Broadcast  
Services

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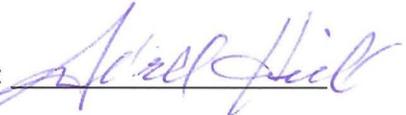
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