

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "**Agreement**") is made as of November 12, 2004, by and among Mel Wheeler, Inc., a Texas corporation ("**Seller**"), Barrington Broadcasting Missouri Corporation, a Delaware corporation ("**Buyer**"), and United Bank, a Virginia bank, as escrow agent hereunder ("**Escrow Agent**").

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of even date herewith, with respect to substantially all of the assets relating to television station KRCG-TV, Jefferson City, Missouri (the "**Purchase Agreement**");

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, Buyer is delivering in escrow to Escrow Agent the sum of One Million Nine Hundred Thousand Dollars (\$1,900,000) (the "**Escrow Amount**" and the Escrow Amount, in whatever form invested as provided herein, together with all interest and proceeds earned thereon, as well as on such interest and proceeds, is referred to as the "**Escrow Proceeds**");

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement and the Purchase Agreement, upon the Closing (as hereinafter defined), the Escrow Amount together with all interest and proceeds earned thereon and on such interest and proceeds from and after the date of the Closing shall be deemed an indemnity escrow and shall be held in escrow by Escrow Agent, as security for the performance by Seller of its obligations under the Purchase Agreement; and

WHEREAS, Buyer and Seller desire to appoint Escrow Agent to serve as the escrow agent hereunder, and Escrow Agent is willing to do so pursuant to the terms and subject to the conditions set forth in this Agreement and the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the Purchase Agreement and of the representations, warranties, conditions, agreements and promises contained herein and therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions; Interpretation.** Capitalized terms used herein have the respective meanings ascribed thereto in Part I of *Exhibit A* and elsewhere in this Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Part II of *Exhibit A*.

2. **Appointment of Escrow Agent.** Buyer and Seller hereby appoint Escrow Agent as escrow agent to receive, hold, administer, and deliver the Escrow Proceeds in accordance with this Agreement, and Escrow Agent hereby accepts its appointment, all pursuant to the terms and subject to the conditions set forth herein.

3. ***Deposit of Escrow Funds.*** Buyer herewith deposits the sum of One Million Nine Hundred Thousand Dollars (\$1,900,000) with Escrow Agent. Escrow Agent shall dispose of the Escrow Proceeds in accordance with the express provisions of this Agreement.

4. ***Escrow Agent's Responsibilities.***

(a) Escrow Agent shall hold the Escrow Proceeds until authorized to deliver the same (or any portion thereof) in accordance with this Agreement.

(b) Escrow Agent shall invest and reinvest the Escrow Proceeds in any or all of the investment vehicles identified on *Exhibit B*.

5. ***Disposition of Escrow Proceeds.*** Subject to Section 6 hereof, Escrow Agent shall hold the Escrow Proceeds until it delivers the same (or any portion hereof) as provided in this Section 5, as follows:

(a) If Escrow Agent receives a written notice signed by Seller stating that Seller is entitled to the Escrow Proceeds pursuant to the terms and subject to the conditions set forth in Section 7.2(b)(i) of the Purchase Agreement, Escrow Agent shall deliver a copy thereof to Buyer in a manner specified in Section 13 hereof and, unless Escrow Agent receives a written objection from Buyer within fifteen (15) Business Days after delivery thereof to Buyer, shall deliver the Escrow Proceeds to Seller. If Escrow Agent receives a written objection from Buyer within such fifteen (15) Business Day-period contemplated hereby, Escrow Agent shall continue to hold the Escrow Proceeds until Buyer or Seller has delivered to Escrow Agent a Final Determination as provided in Section 7 hereof and, promptly thereafter, Escrow Agent shall retain and/or deliver the Escrow Proceeds in accordance with such determination.

(b) If Escrow Agent receives a written notice signed by Buyer stating that Buyer is entitled to the Escrow Proceeds pursuant to the terms and subject to the conditions set forth in Section 7.2(b)(ii) of the Purchase Agreement, Escrow Agent shall deliver a copy thereof to Seller in a manner specified in Section 13 hereof and, unless Escrow Agent receives a written objection from Seller within fifteen (15) Business Days after the delivery thereof to Seller, shall deliver the Escrow Proceeds to Buyer. If Escrow Agent receives a written objection from Seller within such fifteen (15) Business Day-period contemplated hereby, Escrow Agent shall continue to hold the Escrow Proceeds until Buyer or Seller has delivered to Escrow Agent a Final Determination as provided in Section 7 hereof and, promptly thereafter, Escrow Agent shall deliver the Escrow Proceeds in accordance with such Final Determination.

(c) If Escrow Agent receives written instructions substantially in the form set forth in *Exhibit C* signed by Buyer and Seller, stating that the Closing under the Purchase Agreement has occurred (the "**Closing Notice**"), then (i) the Escrow Agent shall deliver to Buyer an amount equal to the Escrow Proceeds as of the date of the Closing (as set forth in the notice delivered in connection herewith) less the Escrow Amount, pursuant to wire instructions to be provided by Buyer, and (ii) the Escrow Amount together with (A) any portion of the Escrow Proceeds not released pursuant to clause (i) hereof, and (B) all interest and proceeds earned thereon and on such interest and proceeds from and after the date of the Closing shall be held by the Escrow Agent pursuant to the terms and subject to the conditions of Section 6 hereof.

6. Escrow Proceeds Following Closing. Upon and following delivery of to Escrow Agent of the Closing Notice and release of such portion of the Escrow Proceeds as contemplated in Section 5(c) hereof, Escrow Agent shall thereafter hold the Escrow Proceeds until it delivers the same (or any portion thereof) as provided in this Section 6, as follows:

(a) If Escrow Agent receives a written notice signed by Buyer stating that Buyer is entitled to, and has made a claim to Seller for, payment of an amount (which amount shall be designated in such notice) pursuant to the terms and subject to the conditions set forth in Article 8 of the Purchase Agreement (the "**Claimed Amount**") and that such Claimed Amount has not been paid by Seller within thirty (30) days of Buyer's submission to Seller of a claim therefor, Escrow Agent shall deliver a copy thereof to Seller in a manner specified in Section 13 hereof and, unless Escrow Agent receives a written objection from Seller within fifteen (15) Business Days after the delivery thereof to Seller, Escrow Agent shall deliver from the Escrow Proceeds an amount equal to the Claimed Amount (not to exceed the total of the Escrow Proceeds) to Buyer. If Escrow Agent receives a written objection from Seller within such fifteen (15) Business Day-period contemplated hereby, Escrow Agent shall continue to hold the Escrow Proceeds until Buyer or Seller has delivered to Escrow Agent a Final Determination as provided in Section 7 hereof and, promptly thereafter, Escrow Agent shall deliver the Escrow Proceeds (or such portion thereof as provided in such Final Determination) in accordance with such Final Determination and retain the remainder of the Escrow Proceeds (if any) as provided in this Section 6 (including, for the avoidance of doubt, pursuant to subsequent applications of this Section 6(a)).

(b) If Escrow Agent receives a written notice signed by Seller stating that Seller is entitled to an amount equal to \$950,000 pursuant to the terms and subject to the conditions set forth in Section 2.11(c) of the Purchase Agreement, Escrow Agent shall deliver a copy thereof to Buyer in a manner specified in Section 13 hereof and, unless Escrow Agent receives a written objection from Buyer within fifteen (15) Business Days after the delivery thereof to Buyer, Escrow Agent shall deliver from the Escrow Proceeds to Seller an amount equal to \$950,000. If Escrow Agent receives a written objection from Buyer within such fifteen (15) Business Day-period contemplated hereby, Escrow Agent shall continue to hold the Escrow Proceeds until Buyer or Seller has delivered to Escrow Agent a Final Determination as provided in Section 7 hereof and, promptly thereafter, Escrow Agent shall retain and/or release such portion of the Escrow Proceeds pursuant to such Final Determination and retain the remainder of the Escrow Proceeds as provided in this Section 6 (including, for the avoidance of doubt, pursuant to subsequent applications of this Section 6(a)).

(c) If Escrow Agent receives a written notice signed by Seller stating that Seller is entitled to the Escrow Proceeds less a certain amount to be retained in escrow (including if such amount is zero) (the "**Retained Amount**"), pursuant to the terms and subject to the conditions set forth in Section 2.11(d) of the Purchase Agreement, Escrow Agent shall deliver a copy thereof to Buyer in a manner specified in Section 13 hereof and, unless Escrow Agent receives a written objection from Buyer within ten (10) Business Days after the delivery thereof to Buyer, the Escrow Agent shall deliver to Seller from the Escrow Proceeds an amount equal to the Escrow Proceeds less the Retained Amount. If Escrow Agent receives a written objection from Buyer within such fifteen (15) Business Day-period contemplated hereby and such notice sets forth an amount that Buyer is entitled to pursuant to Article 8 of the Purchase Agreement, such designated amount shall be deemed to be the Retained Amount (notwithstanding Seller's notice

to the contrary) and the Escrow Agent shall (i) release and deliver to Seller an amount equal to the Escrow Proceeds less the Retained Amount (as designated by Buyer) and (ii) continue to hold a portion of the Escrow Proceeds equal to the Retained Amount (together with all proceeds and interest thereon and on such proceeds and interest) until Buyer or Seller has delivered to Escrow Agent a Final Determination as provided in Section 7 hereof and, promptly thereafter, Escrow Agent shall deliver the remainder of the Indemnity Escrow in accordance with such Final Determination.

(d) Upon the final delivery or disposition of all of the amounts held in escrow pursuant to the terms and subject to the conditions of this Agreement, including pursuant to a Final Determination, Escrow Agent shall thereupon be released and discharged from any and all further obligations arising in connection with this Agreement.

7. ***Final Determination.***

(a) For purposes of this Agreement, the term "**Final Determination**" means either (i) a settlement agreement signed by Buyer and Seller or any written instructions signed by Seller and Buyer directing delivery of the Escrow Proceeds (or any portion thereof), or (ii) a writing by Buyer or Seller, as the case may be, designated a "Final Determination," together with a certified copy of a final order or judgment of a court of competent jurisdiction determining the rights of Buyer and Seller with respect to the Escrow Proceeds which has been finally affirmed on appeal by the highest court before which such appeal may be sought, which has become final by lapse of time or which is otherwise not subject to appeal.

(b) Upon the final delivery or disposition of the Escrow Proceeds as provided in Sections 5 and 6, Escrow Agent shall thereupon be released and discharged from any and all further obligations arising in connection with this Agreement.

8. ***Matters Regarding Escrow Agent.*** Acceptance by Escrow Agent under this Agreement is subject to the following terms and conditions, which all parties to this Agreement hereby agree shall govern and control with respect to the rights, duties and liabilities of Escrow Agent:

(a) In performing any of its duties under this Agreement, or upon the claimed failure to perform hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses that it may incur as a result of Escrow Agent so acting, or failing to act; *provided, however*, that Escrow Agent shall be liable for damages arising out of its willful or grossly negligent acts or omissions under this Agreement. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any action taken or omitted to be taken in good faith upon written advice of its independent counsel given with respect to any questions relating to the duties or responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any document, including any written notice or instructions provided for in this Agreement, which Escrow Agent shall in good faith have believed to be genuine, true, accurate and duly executed and to have been signed or presented by the proper person or persons and to conform with the provisions of this Agreement.

(b) Buyer and Seller, jointly and severally, hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, costs, liabilities and

expenses, including reasonable attorneys' fees and disbursements, that may be imposed upon Escrow Agent or incurred by it in connection with its acceptance of this appointment as Escrow Agent hereunder or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof; except that, if Escrow Agent shall be found liable for or guilty of willful or grossly negligent acts or omissions which result in a breach of its obligations hereunder, then Escrow Agent shall bear all such losses, claims, damages and expenses.

(c) In the event that Buyer or Seller shall be obligated to make any payment to Escrow Agent pursuant to the terms and subject to the conditions of Section 8(b), each of Buyer and Seller shall contribute to the amount paid or payable by such party an amount equal to fifty percent (50%) of such amount.

(d) In the event of a dispute between any of the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, in addition to its rights under Section 10 hereof, Escrow Agent shall be entitled to tender the Escrow Proceeds into the registry or custody of any court of competent jurisdiction identified in the immediately following sentence, together with the commencement of such legal proceedings as it deems appropriate, including interpleader, and thereupon shall be discharged from all further duties under this Agreement.

(e) Escrow Agent shall be bound only by the terms of this Agreement and shall not be bound by or incur any liability with respect to the Purchase Agreement or any other agreement, understanding or proposal between Buyer and Seller except as herein expressly provided. Escrow Agent shall not have any duties hereunder except those specifically set forth herein.

9. Compensation of Escrow Agent.

(a) Escrow Agent shall be entitled to compensation for its services hereunder in accordance with the rates set forth on *Exhibit D* and shall be reimbursed for all reasonable expenses, disbursements and advances (including reasonable attorneys' fees and expenses) incurred or made by it in performance of its duties hereunder. All such compensation, disbursements, expenses and advances shall be borne equally by Seller, on the one hand, and Buyer, on the other hand and, in the case of any such reimbursement, upon submission to Seller and Buyer of an itemized statement relating to the amounts to be reimbursed.

(b) Notwithstanding Section 9(a), Escrow Agent shall not be obligated to incur any out-of-pocket expenses or make any disbursements in the aggregate in any one month in excess of One Thousand Dollars (\$1,000.00) unless Escrow Agent is provided in advance with sufficient funds for such purpose after providing each of Buyer and Seller a written request therefor.

(c) If Buyer or Seller, as the case may be, shall fail to pay its respective portion of the compensation payable hereunder or to make any such reimbursement as required in accordance with Section 9(a), Escrow Agent shall be entitled to make such payment or reimbursement from the Escrow Proceeds and Buyer or Seller, as the case may be, shall be obligated to restore such sums to the Escrow Proceeds.

(d) Each of Buyer and Seller agree to indemnify and hold harmless the other party from and against any and all losses, claims, damages, costs, liabilities and expenses, including reasonable attorneys' fees and disbursements, incurred or suffered, directly or indirectly, by such other party hereto arising from, by reason of or in connection with the breach by Buyer or Seller, as applicable, of this Section 9.

10. **Resignation and Replacement of Escrow Agent.** Escrow Agent may resign and be discharged from its duties hereunder at any time by delivering written notice of such resignation to Buyer and Seller and specifying a date (not earlier than thirty (30) days after the delivery of such notice) when such resignation shall take effect. Promptly after delivery of such notice, a successor escrow agent shall be appointed by mutual agreement of Buyer and Seller and such successor escrow agent shall become Escrow Agent hereunder as specified below. If Buyer and Seller are unable to agree upon a successor escrow agent within thirty (30) days after delivery of such notice, Escrow Agent shall be entitled to appoint its successor. Escrow Agent shall continue to serve until its successor executes an Instrument of Adherence substantially in the form of *Exhibit E* and delivers the same to Buyer and Seller and such successor accepts the escrow and receives the Escrow Proceeds. Notwithstanding the foregoing, if no successor agent shall have so executed and delivered such Instrument of Adherence during such thirty (30) -day period, Escrow Agent shall be entitled to pay over the Escrow Proceeds into any court of competent jurisdiction identified in Section 8(d) hereof and be relieved of its obligations hereunder. Buyer and Seller may agree at any time to substitute a new escrow agent, for any reason or no reason, by delivering written notice thereof to Escrow Agent. The succeeding escrow agent shall become Escrow Agent under this Agreement by executing and delivering to Buyer, Seller and Escrow Agent an Instrument of Adherence substantially in the form of *Exhibit E*. Upon such execution and delivery, (a) the succeeding escrow agent shall assume all of the rights and obligations of Escrow Agent hereunder and all references herein to "Escrow Agent" shall be to such succeeding escrow agent, (b) Escrow Agent shall deliver to such successor the Escrow Proceeds, and (c) Escrow Agent shall be relieved of all subsequent liability with respect thereto.

11. **Settlement of Disputes.**

(a) Any dispute between Buyer and Seller that may arise under this Agreement with respect to (i) the delivery, ownership or right of possession of the Escrow Proceeds or any portion thereof, (ii) the facts upon which any determination made by Escrow Agent is based, (iii) the duties of Escrow Agent hereunder or (iv) any other matters arising under this Agreement shall be finally resolved pursuant to the terms and subject to the conditions of the Purchase Agreement.

(b) Except as otherwise provided in Section 8, Escrow Agent shall be under no duty to institute or defend any legal proceedings and none of the costs and expenses of any such proceedings shall be borne by Escrow Agent. In no event shall Escrow Agent be responsible for determining the outcome of any such dispute, and except as otherwise provided in Section 8, Escrow Agent shall not be liable for any actions taken pursuant to and in accordance with the provisions of this Agreement.

12. **Escrow Earnings.** Upon execution of this Agreement, Buyer and Seller shall provide Escrow Agent with a fully executed W-8 or W-9 Internal Revenue Service form, which

shall include its Tax Identification Number (TIN) as assigned by the United States Internal Revenue Service.

13. Notices.

(a) Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes if sent by certified or registered mail, return receipt requested and postage prepaid, hand delivery or overnight delivery service to the addresses set forth on *Exhibit F*, or at such other address as any party may specify by notice given to the other party in accordance with this Section 13. The date of the giving of any notice sent by mail shall be three business days following the date of the posting of the mail, if delivered in person, the date delivered in person, or the next business day following delivery to an overnight delivery service.

(b) Buyer and Seller hereby agree between themselves that any notice required to be delivered to Escrow Agent by either party pursuant to this Agreement shall also be delivered to the other party in accordance with the provisions of this Section 13.

14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties hereto.

15. Governing Law. Construction and interpretation of this Agreement shall be governed by the law of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.

16. Enforceability; Severability. In the event that (a) any covenant or provision hereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct, (b) any provision of this Agreement is so broad as to be unenforceable, as determined by a court of competent jurisdiction, such provision shall be interpreted to be only so broad as is enforceable, and (c) any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, as determined by a court of competent jurisdiction, the offending provision will be modified so as to maintain the essential benefits of the bargain among the parties hereto to the maximum extent possible, consistent with Law and public policy.

17. Amendments and Waivers. The rights and remedies of the parties to this Agreement are cumulative and not alternative. No modification, amendment or waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party against whom enforcement of any such modification, amendment, waiver, consent or approval is sought. Such modification, amendment, waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given. Neither the failure of any party to enforce, nor the delay of any party in enforcing, any condition or part of this Agreement at any

time shall be construed as a waiver of that condition or part or forfeit any rights to future enforcement thereof.

18. Assignment. This Agreement may be assigned by either Buyer or Seller only in connection with an assignment of the Purchase Agreement, and to the assignee of such party's rights and obligations under the Purchase Agreement.

19. Entire Agreement. Except for the Purchase Agreement, this Agreement constitutes the entire agreement of the parties and supersedes any prior understanding of the parties with respect to the subject matter hereof.

20. Counterparts. This Agreement may be executed in one or more counterparts each of which when taken together shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

MEL WHEELER, INC.

BARRINGTON BROADCASTING MISSOURI CORPORATION

By: Leonard W. Wheeler
Name: Leonard W. Wheeler
Title: President

By: _____
Name: _____
Title: _____

UNITED BANK,
as Escrow Agent

By: _____
Name: _____
Title: _____

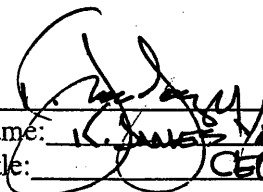
[Signature Page to Escrow Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

MEL WHEELER, INC.

BARRINGTON BROADCASTING MISSOURI
CORPORATION

By: _____
Name: _____
Title: _____

By:  _____
Name: K. JAMES YAGER
Title: CEO

UNITED BANK,
as Escrow Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

MEL WHEELER, INC.

BARRINGTON BROADCASTING MISSOURI CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

UNITED BANK,
as Escrow Agent


By:  _____
Name: David M. Graul
Title: Vice President _____

EXHIBIT A—CERTAIN DEFINED TERMS; CERTAIN INTERPRETATIONS

I. Certain Defined Terms. The capitalized terms contained and used in this Agreement which are defined below shall have the respective meanings ascribed to them as follows:

"Agreement" has the meaning set forth in the preamble hereof.

"Business Day" means any day excluding Saturdays, Sundays and any day that is a legal holiday under the laws of the United States or that is a day on which Escrow Agent or banking institutions located in New York are authorized or required by Law or other governmental action to close.

"Buyer" has the meaning set forth in the preamble hereof.

"Closing" means the consummation of the transactions contemplated by the Purchase Agreement.

"Closing Notice" has the meaning set forth in Section 5(c) hereof.

"Dollars" or **"\$"** means United States dollars.

"Escrow Agent" has the meaning set forth in the preamble hereof.

"Escrow Amount" has the meaning set forth in the recitals hereof.

"Escrow Proceeds" has the meaning set forth in the recitals hereof.

"Final Determination" has the meaning set forth in Section 7 hereof.

"Governmental Authority" means any federal, state, local or foreign government, legislature, governmental or administrative agency or commission, any self-regulatory association or authority, any court or other tribunal of competent jurisdiction, or any other governmental authority or instrumentality anywhere in the world.

"Law" means any federal, state, local or foreign constitution, treaty, law, statute, ordinance, rule, regulation, interpretation, directive, policy, order, writ, decree, injunction, judgment, stay or restraining order, provisions and conditions of permits, licenses, registrations and other operating authorizations, any ruling or decision of, agreement with or by, or any other requirement of, any Governmental Authority.

"Purchase Agreement" has the meaning set forth in the recitals hereof.

"Retained Amount" has the meaning set forth in Section 6(c) hereof.

"Seller" has the meaning set forth in the preamble hereof.

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

II. Descriptive Headings; Certain Interpretations.

(a) Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(b) Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation"; (iii) a reference to a Person includes its successors and permitted assigns; and (iv) a reference in this Agreement to an Section or Exhibit is to the referenced Section or Exhibit of this Agreement.

(c) The parties hereto agree that they have been represented by counsel during the negotiation, drafting, preparation and execution of this Agreement and, therefore, waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

* * *

Exhibit B— Permitted Investments

The following lists the permitted investments for the Escrow Proceeds:

1. Direct obligations of, or obligations the principal of or interest on which are unconditionally guaranteed by, the full faith and credit of the United States of America.
2. Certificates of deposit or other interest bearing obligations of any bank or trust company (including Escrow Agent) authorized to engage in the banking business whose long term obligations are rated, on the date of purchase, AAA or AA by Standard and Poor's Corporation or AAA or AA by Moody's Investors Service, Inc.
3. Bonds and other obligations issued by or by authority of any state of the United States, any territory or possession of the United States, including the Commonwealth of Puerto Rico and agencies thereof, or any political subdivision of any of the foregoing rated, on the date of purchase, AAA or AA by Standard and Poor's Corporation or AAA, AA or MIG-1 by Moody's Investors Service, Inc.
4. Commercial paper and other corporate debt securities rated, on the date of purchase, AAA, AA or A-1 by Standard and Poor's Corporation or AAA, AA, or P-1 by Moody's Investors Service, Inc.
5. Repurchase agreements with respect to any of the foregoing obligations or securities with any bank or financial institutions (including Escrow Agent) whose long-term obligations are rated, on the date of purchase, AAA or AA by Standard and Poor's Corporation or AAA or AA by Moody's Investors Service, Inc., *provided* that such repurchase agreement is continuously and fully secured by ownership of, or a security interest in, obligations or securities described in the above items 1 through 4, having a market value, as determined daily by Escrow Agent or its agent, at least equal to the amount so invested (including accrued interest thereon), and that such obligations or securities shall be deposited with and held by Escrow Agent or another bank or trust company acting as its agent (or in the case of obligations or securities held in book-entry form, are confirmed by Escrow Agent, its agent or the book entry depository to be held for the benefit of Escrow Agent).

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EXHIBIT C—INSTRUCTIONS TO ESCROW AGENT

Reference is made to that certain Escrow Agreement (the "**Agreement**"), dated as of _____, 200__, by and among Mel Wheeler, Inc., a Texas corporation ("**Seller**"), Barrington Broadcasting Missouri Corporation, a Delaware corporation ("**Buyer**"), and United Bank, a Virginia bank ("**Escrow Agent**"), pursuant to which Buyer deposited the sum of One Million Nine Hundred Thousand Dollars (\$1,900,000) with Escrow Agent. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Pursuant to the terms and subject to the conditions of the Agreement, Escrow Agent is hereby irrevocably notified that the Closing under the Purchase Agreement has occurred and that Escrow Agent is hereby irrevocably directed to deliver the Escrow Earnings to Buyer in accordance with the following:

Bank Name:

Bank Address:

Account:

ABA#:

Beneficiary:

Beneficiary Address:

MEL WHEELER, INC.

**BARRINGTON BROADCASTING MISSOURI
CORPORATION**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT D—ESCROW AGENT COMPENSATION SCHEDULE

\$2,500 per annual period.

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EXHIBIT E—FORM OF INSTRUMENT OF ADHERENCE

Instrument of Adherence

Reference is made to that certain Escrow Agreement, by and among Mel Wheeler, Inc., a Texas corporation ("**Seller**"), Barrington Broadcasting Missouri Corporation, a Delaware corporation ("**Buyer**"), and United Bank, a Virginia bank, as the initial escrow agent (the "**Former Escrow Agent**"), dated _____, 200__ (as the same may be amended from time to time, the "**Escrow Agreement**"). Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Escrow Agreement.

This Instrument of Adherence shall take effect and shall become a part of the Escrow Agreement immediately upon execution by the undersigned and delivery to Buyer, Seller and the Former Escrow Agent (the "**Effective Date**"). The undersigned hereby agrees that (a) from and after the Effective Date, the undersigned has become a party to the Escrow Agreement and accordingly the undersigned hereby joins in and agrees that it is subject to, and bound by, all of the terms and provisions of the Escrow Agreement applicable to Escrow Agent thereunder as fully as though it were a signatory to such Escrow Agreement itself, and (b) all references in the Escrow Agreement to "Escrow Agent" shall be deemed to be references to the undersigned.

For purposes of Section 13 of the Escrow Agreement, all notices, requests, demands and other communications which are required or may be given pursuant to the terms of the Escrow Agreement shall be addressed as follows (until such time, if any, as the undersigned designates a different address in accordance with Section 13 of the Escrow Agreement):

[_____]
[_____]
[_____]
[_____].

Executed as of the date set forth below.

[NAME OF NEW ESCROW AGENT]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F—NOTICES

If to Escrow Agent, to:

United Bank
2071 Chain Bridge Road
Vienna, VA 22182
Fax: 703-917-8332
Attention: David Graul

If to Buyer, to:

Barrington Broadcasting Missouri Corporation
625 Madison Avenue; Third Floor
New York, NY 10022
Fax: 212-486-2896
Attention: Paul McNicol

with a copy (which shall not constitute notice) to:

Barrington Broadcasting LLC
2500 West Higgins Road, Suite 880
Hoffman Estates, IL 60195
Fax: 847-755-3045
Attention: K. James Yager

and

Covington & Burling
1201 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2401
Fax: 202-662-6291
Attention: Eric Dodson Greenberg, Esq.

If to Seller to:

Mel Wheeler, Inc.
3934 Electric Road
Roanoke, VA 24018
Fax: 540-774-5667
Attention: Leonard Wheeler

with a copy (which shall not constitute notice) to:

Kelly, Hart & Hallman, P.C.
201 Main Street, Suite 2500
Fort Worth, Texas 76102
Fax: 817-878-9754
Attention: Wayne B. Whitham, Esq.

and

Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
Wachovia Capitol Center, Suite 1600
150 Fayetteville Street Mall (27601)
P. O. Box 1800
Raleigh, North Carolina 27602
Fax: 919-839-0304
Attention: Mark J. Prak, Esq.

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