

July 19, 2005

SagamoreHill of Carolina LLC
SagamoreHill of Carolina Licenses LLC
3825 Inverness Way
Augusta, Georgia 30907
Attention: Louis Wall

Gentlemen:

1. (a) Reference is hereby made to: (i) the Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement") among Barrington Broadcasting South Carolina Corporation, as Buyer ("Barrington"), and Diversified Communications ("Diversified") and Grand Strand Communications ("Grand Strand" and, collectively, with Diversified, the "Sellers"), as Sellers, (ii) the Time Brokerage Agreement, dated April 28, 1994, between Atlantic Media Group, Inc. ("Atlantic") and Diversified, as assignee of Vision Communications, Inc., as amended by that certain Amendment to and Extension of Time Brokerage Agreement, dated as of December 9, 2003 and that certain Second Amendment to Time Brokerage Agreement, between Atlantic and Diversified (to be assigned to each of Barrington and SagamoreHill of Carolina LLC ("SagamoreHill") pursuant to, and simultaneously with the closing under, the Asset Purchase Agreement), (iii) that certain Third Amendment to Time Brokerage Agreement, between Barrington and SagamoreHill (such amendment, the "Third Amendment," to be effective simultaneously with the Closing, and the Time Brokerage Agreement, as amended, the "TBA"), (iv) the Transmission Facilities and Studio Construction and Lease Agreement, dated April 28, 1994, between Atlantic and Diversified (as assignee of Vision Communications, Inc.), (the "Lease") (to be assigned to Barrington and Sagamore pursuant to, and simultaneously with the closing under, the Asset Purchase Agreement), and (v) the Option Agreement, dated as of the date hereof (the "Option Agreement") between Barrington and SagamoreHill and SagamoreHill of Carolina Licenses LLC ("Sagamore Licenses" and together with SagamoreHill, "Sagamore"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

(b) Pursuant to the Asset Purchase Agreement, Barrington will acquire certain assets currently held by Sellers as operator and licensee of WPDE-TV and programmer of WWMB-TV under the TBA. In consideration of SagamoreHill's agreement to pay the purchase price corresponding to the acquisition of the Atlantic Assets (as defined in the Asset Purchase Agreement) and the agreement of each of Barrington and SagamoreHill to become parties to the TBA, the Lease and, together with Sagamore Licenses, the Option Agreement, Barrington will assign to Sagamore and Sagamore Licenses the right to acquire certain assets currently held by Atlantic as licensee of WWMB-TV (which assets are defined as the "Atlantic Assets" in the Asset Purchase Agreement), which assignment shall be evidenced by an assignment agreement by and among Barrington, SagamoreHill and Sagamore Licenses as of the date hereof (the "Atlantic Assets Assignment").

(c) Pursuant to the terms and subject to the conditions set forth herein, and subject to the consent of the FCC, upon the closing of the transactions under the Asset Purchase Agreement, Barrington will be the licensee of WPDE-TV, Sagamore Licenses will be the licensee of WWMB-TV, and Barrington and SagamoreHill will each succeed Diversified and Atlantic, respectively, as parties to the TBA and the Lease. Accordingly, each of Sagamore and Barrington desire to set forth certain mutual understandings and agreements in connection with the anticipated filing of the FCC applications and, following and subject to obtaining the necessary FCC consents, implementing the closing.

2. Upon and following the execution and delivery of this letter agreement and the Atlantic Assets Assignment, Sagamore will use its commercially reasonable efforts to cooperate with the other parties to the Asset Purchase Agreement to complete Sagamore's portion of the Brokered Station Assignment Application for the FCC Consents and, together with the other Persons who are required to join in such filings, jointly file such Brokered Station Assignment Application with the FCC as contemplated by the Asset Purchase Agreement. Sagamore Licenses will diligently take or cooperate in taking all reasonable steps that are necessary, proper or desirable to expedite the preparation and filing of such Brokered Station Assignment Application and its prosecution to Final Order and to obtain any extension of the effectiveness of any FCC Consent which may be required in order to permit the purchase and sale of the Purchased Assets to be consummated pursuant to the Asset Purchase Agreement, the Atlantic Assets Assignment and this letter agreement. Each of Sagamore and Barrington will provide the other party and Sellers with a copy of any pleading, order or other document served on such party relating to any such application(s). Sagamore will not take any action which is intended to or which would reasonably be likely to materially or adversely affect the likelihood of the grant of any FCC Consent or any FCC Consent becoming a Final Order. Notwithstanding anything to the contrary contained herein, between the date hereof and the Closing Date, Sagamore shall use its commercially reasonable efforts to obtain the FCC Consent in respect of the Brokered Station Assignment Application.

3. Subject to the execution and delivery of the Third Amendment, the Option Agreement and the Atlantic Assets Assignment, Sagamore agrees to cooperate with the other parties to the Asset Purchase Agreement in taking all commercially reasonable actions in connection with obtaining any Consents required in connection with the transfer of the Atlantic Assets to Sagamore pursuant to this letter agreement, the Atlantic Assets Assignment and the Asset Purchase Agreement.

4. Barrington agrees to promptly pay or reimburse Sagamore, within fifteen days of invoicing with reasonable documentation, for all of its reasonable costs and out-of-pocket expenses, including filing fees and reasonable attorneys' fees, incurred in connection with (a) Sagamore's compliance with its obligations pursuant to this letter agreement and (b) the preparation and negotiation of the documents referenced in this letter agreement.

5. Barrington shall give Sagamore three Business Days prior written notice of the Closing.

6. [Intentionally Omitted]

7. Notwithstanding anything in this letter agreement to the contrary, and subject to obtaining and entering into an Acquisition Financing Arrangement prior to the Closing, at the Closing, subject to the direction of Barrington, Sagamore agrees to (a) acquire from Sellers, the Atlantic Assets and to assume and become responsible to pay, satisfy, perform and discharge as and when due, the liabilities, obligations and commitments relating to, or arising from, the operation and ownership of the Atlantic Assets from and after the Closing, (b) pay to Sellers via wire transfer in immediately available funds an amount equal to \$2,366,727 (the "Atlantic Assets Purchase Price") as consideration for the Atlantic Assets, and (c) execute and deliver such bills of sale, assignment and assumption agreements and such other documents or instruments as Barrington and Sellers shall reasonably request or deem necessary to carry out the purposes of this letter agreement and the Atlantic Assets Assignment to the extent not inconsistent with this letter agreement or the Atlantic Assets Assignment.

8. In connection with the Closing, Sagamore shall cooperate with the other parties to the Asset Purchase Agreement by furnishing additional information, executing and delivering any additional documents and/or instruments, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by the Atlantic Assets Assignment and the Asset Purchase Agreement. Barrington and Sagamore shall each cooperate with one another and use commercially reasonable efforts to obtain on behalf of SagamoreHill from a third-party source an Acquisition Financing Arrangement with respect to the payment of the Atlantic Assets Purchase Price.

9. As of the date hereof and as of the Closing, each party hereto hereby makes the following representations and warranties to the other party hereto:

(a) Such party has the legal right and requisite power and authority to make and enter into this letter agreement and the Atlantic Assets Assignment and to perform its obligations hereunder and thereunder and to comply with the provisions hereof and thereof. The execution, delivery and performance of this letter agreement and the Atlantic Assets Assignment by such party has been duly authorized by all necessary company action on its part. This letter agreement and the Atlantic Assets Assignment have been duly executed and delivered by such party and constitute the valid and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

(b) The execution, delivery and performance of this letter agreement by such party, and the compliance by such party with the provisions hereof, do not and will not (with or without notice or lapse of time, or both) conflict with, or result in any violation of, or default under, or give rise to any right of termination, cancellation or acceleration of any obligation under any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such party or any of its properties or assets, other than any such conflicts, violations, defaults, or other effects which, individually or in the aggregate, do not and will not prevent, restrict or impede such party's performance of its obligations under and compliance with the provisions of this letter agreement and the other transaction documents

executed in connection herewith. If such party is an entity or association, the execution, delivery and performance of this letter agreement by such party does not and will not contravene the charter, bylaws or other organizational documents of such party.

(c) Subject to obtaining the necessary FCC Consents, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or any other Person (other than any of the foregoing which have been obtained and, at the date in question, are then in effect) is required under existing laws as a condition to the execution, delivery or performance of this letter agreement by such party.

10. As of the date hereof and as of the Closing, Sagamore hereby makes the following representations and warranties to Barrington:

Sagamore Licenses is legally and financially qualified and under the Communications Act and the rules, regulations and policies of the FCC to acquire the Atlantic Assets from Sellers. There is no fact or condition known to Sagamore with respect to Sagamore Licenses (and without respect to the terms and conditions of this letter agreement, the TBA, the Option Agreement, the Credit Agreement or the Atlantic Assets Assignment) that would, under the Communications Act and the existing rules, regulations and policies of the FCC, disqualify Sagamore Licenses as owner and operator of the Brokered Station. There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Sagamore's knowledge, threatened against Sagamore affecting Sagamore Licenses's qualification to hold an FCC license or Sagamore's ability to purchase and acquire the Atlantic Assets nor, to Sagamore's knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Sagamore has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on Sagamore's ability to enter into this letter agreement or the Atlantic Assets Assignment or consummate the transactions contemplated hereby or thereby.

11. Termination. This letter agreement may be terminated as follows:

(a) prior to the Closing upon the mutual written agreement of Sagamore and Barrington;

(b) automatically and without further action of the parties upon termination of the Asset Purchase Agreement for any reason;

provided that except as otherwise provided, termination of this letter agreement shall not relieve any party of any liability for breach or default under this letter agreement prior to the date of termination. Notwithstanding anything to the contrary termination of this letter agreement shall not relieve any party of any obligation, including payment obligations, that shall have accrued prior to the date of such termination. In the event that this letter agreement shall terminate pursuant to Section 11 hereof, the Third Amendment, the Option Agreement and the Atlantic Assets Assignment shall be deemed terminated automatically without further action of the parties.

12. Miscellaneous

(a) Nothing in this letter agreement, whether express or implied, shall be construed to give any Person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this letter agreement.

(b) This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law rules of such State.

(c) This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The delivery of this letter agreement by facsimile or other electronic transmission will be deemed to be an original of the letter agreement so transmitted

(d) If one or more provisions of this letter agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this letter agreement, and the balance of this letter agreement shall be enforceable in accordance with its terms.

(e) The section headings used in this letter agreement are for reference purposes only and shall not affect the meaning or interpretation of any term or provision of this letter agreement.

(f) Without intending to limit the remedies available to any of the parties hereto, each of the parties hereto acknowledges and agrees that a breach by such party of any provision of this letter agreement will cause the other party hereto irreparable injury for which an adequate remedy at law is not available. Therefore, the parties hereto agree that in the event of any such breach each such party shall be entitled to an injunction, restraining order or other form of equitable relief from any court of competent jurisdiction restraining any other party hereto from committing any breach or threatened breach of, or otherwise specifically to enforce, any such provision of this letter agreement, and without any requirement of proving actual damages or posting any bond or other security, in addition to any other remedies that such parties may have at law or in equity.

(g) NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

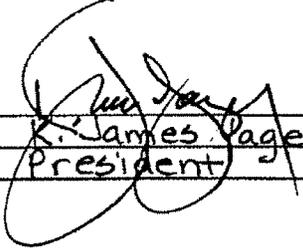
(h) This letter agreement and the exhibits and attachments hereto, the TBA, the Option Agreement, the Assignment Assumption Agreement and, when executed and delivered by the parties thereto, collectively represent the entire understanding and agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof.

SagamoreHill of Carolina LLC

Page 6

If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this letter agreement shall become a legal and binding agreement among the parties hereto.

BARRINGTON BROADCASTING SOUTH
CAROLINA CORPORATION

By: 
Name: K. James Payer
Title: President

Agreed and Accepted as of the date hereof

SAGAMOREHILL OF CAROLINA LLC

By: _____
Name: _____
Title: _____

SAGAMOREHILL OF CAROLINA LICENSES LLC

By: _____
Name: _____
Title: _____

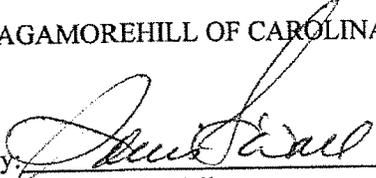
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BARRINGTON BROADCASTING SOUTH
CAROLINA CORPORATION

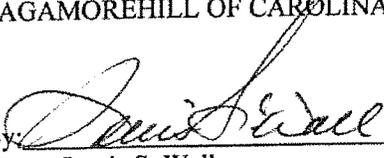
By: _____
Name: _____
Title: _____

Agreed and Accepted as of the date hereof

SAGAMOREHILL OF CAROLINA, LLC

By:  _____
Name: Louis S. Wall
Title: President and CEO

SAGAMOREHILL OF CAROLINA LICENSES, LLC

By:  _____
Name: Louis S. Wall
Title: President and CEO