

INTERFERENCE AGREEMENT

THIS INTERFERENCE AGREEMENT is made as of March __, 2008 between Media General Communications Holdings, LLC ("Media General") and Barrington Myrtle Beach License, LLC ("Barrington").

R E C I T A L S

WHEREAS, Media General is the licensee of television broadcast station WNCN(TV), Goldsboro, North Carolina ("WNCN"), to whom the Federal Communications Commission ("FCC") has assigned Channel 17 for operations after the conclusion of the digital television ("DTV") transition;

WHEREAS, Barrington is the licensee of television broadcast station WPDE(TV), Florence, South Carolina ("WPDE"), to whom the FCC has assigned Channel 16 for operations after the conclusion of the DTV transition;

WHEREAS, Media General wishes to submit a construction permit application ("Application") to obtain FCC authorization to operate WNCN on Channel 17 in a manner that generally will provide service to the population that traditionally has received analog service (*i.e.*, the population residing inside the so-called "Grade B" service area), but such operation is predicted to cause interference to the WPDE service area population outside the WPDE Designated Market Area ("DMA") but beyond that permitted by FCC rules and thus would require Barrington's consent before the FCC may grant the Application;

WHEREAS, Barrington may wish to make certain changes to WPDE's operating parameters that might result in new interference by WPDE to WNCN's service area population;

WHEREAS, the parties desire to enter into this Agreement pursuant to and in accordance with 47 C.F.R. § 73.623(g) and believe that this Agreement serves the public interest because it furthers a more efficient use of radio spectrum.

A G R E E M E N T

NOW THEREFORE, for good and valuable consideration exchanged by the parties and hereby acknowledged, and for the mutual covenants and agreements set forth herein, Media General and Barrington hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES OF MEDIA GENERAL

Media General represents and warrants to Barrington as follows:

1.1 Standing. Media General is an LLC duly organized, validly existing, and in good standing under the laws of its state of formation. Media General has all requisite authority to execute and deliver this Agreement and any document contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Media General hereunder and thereunder.

1.2 Authorization and Binding Obligation. Media General is legally qualified, empowered and authorized to enter into this Agreement, and the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which Media General is subject or by which Media General is bound. This Agreement has been duly executed and delivered by Media General and constitutes the legal, valid, and binding obligation of Media General, enforceable against Media General in accordance with its terms.

SECTION 2 REPRESENTATION AND WARRANTIES OF BARRINGTON

Barrington represents and warrants to Media General as follows:

2.1 Standing. Barrington is an LLC duly organized, validly existing, and in good standing under the laws of its state of formation. Barrington has all requisite authority to execute and deliver this Agreement and any document contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Barrington hereunder and thereunder.

2.2 Authorization and Binding Obligation. Barrington is legally qualified, empowered and authorized to enter into this Agreement, and the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which Barrington is subject or by which Barrington is bound. This Agreement has been duly executed and delivered by Barrington and constitutes the legal, valid, and binding obligation of Barrington, enforceable against Barrington in accordance with its terms.

SECTION 3 COVENANTS AND AGREEMENTS

3.1 Consent of Barrington. Barrington hereby consents to any interference that may be caused to the WPDE service area population (as set forth in Appendix B of the Seventh Report and Order in MB Docket 87-268) by the operations of WNCN as Media General may propose, provided, however, that the percentage of the WPDE service area population predicted to receive additional interference caused by WNCN does not exceed 1.41% (the basis of determining such percentage is set forth in Schedule 3.1) and further provided that such predicted interference occurs entirely outside of WPDE's DMA.

3.2 Consent of Media General. Media General hereby consents to any interference that may be caused to the WNCN service area population (as set forth in Appendix B of the Seventh Report and Order in MB Docket 87-268) by the operations of WPDE as Barrington may propose, provided, however, that the percentage of the WNCN service area population predicted to receive additional interference caused by WPDE does not exceed 1.41% and further provided that such predicted interference occurs entirely outside of WNCN's DMA.

3.3 Cooperation of the Parties. No party hereto 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. Each of Media General and Barrington 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.

3.4 Expenses. 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. Except for the mutual consent set forth in this Section 3, no consideration is being paid by either party in connection with this Agreement.

SECTION 4. TERM AND TERMINATION

The term of this Agreement shall begin as of the date hereof and shall continue in effect until such time as this Agreement is terminated pursuant to this Section 4. This Agreement may be terminated either:

- (a) by either Media General or Barrington, so long as the terminating party is not in material default of its obligations hereunder, upon a material breach of this Agreement by the other party, provided, however, the party in breach of this Agreement shall have 30 days from the receipt of written notice of the breach to cure such breach; or
- (b) by written agreement of Media General and Barrington;
- (c) upon the withdrawal or dismissal of the Application; or
- (d) upon the issuance of final action by the FCC that is no longer subject to appeal or reconsideration and that renders this Agreement impossible to perform.

SECTION 5 MISCELLANEOUS

5.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, sent by commercial delivery service, facsimile transmission or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service or on the return receipt or on the date sent by facsimile with receipt confirmed by telephone, and (d) addressed as follows:

If to Barrington:

Barrington Broadcasting Company
2500 W. Higgins Rd.
Suite 155
Hoffman Estates, IL 60169
Attn: Keith Blais
FAX: 847-755-3045

With a Copy to:

Covington and Burling LLP
1201 Pennsylvania Ave. NW
Washington, D.C. 20004
Attn: Robert Sherman

If to Media General: Media General Communications Holdings, LLC-WNCN
333 East Franklin Street
Richmond, VA 23119
ATTN: Ardell Hill
Fax: 804/819-1592

With a copy to: Dow Lohnes PLLC
1200 New Hampshire Avenue, N.W., Suite 800
Washington, DC 20036
ATTN: Scott S. Patrick, Esq.
Fax: (202) 776-2222

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 6.1.

5.2 Benefit and Binding Effect. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided (i) that such consent may not be unreasonably withheld or delayed and (ii) each party consents, upon the receipt of written notice, to the assignment of the rights and obligations of any other party under this Agreement to any entity controlling, controlled by or under common control with such party concurrent with the assignment to such entity with requisite FCC approval of the FCC authorizations of such party that are subject to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. If either station should be assigned or transferred, as a condition of any such assignment or transfer, the party receiving such station must specifically assume all obligations hereunder. Each party agrees to cause the assumption of the obligations hereunder in connection with any assignment or transfer, and agrees not to enter into an assignment or transfer unless the assignee or transferee specifically assumes the obligations, hereunder.

5.3 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New York (without regard to the choice of law provisions thereof).

5.4 Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

5.5 Entire Agreement/Amendments. This Agreement and any exhibits hereto collectively represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior negotiations between the parties with respect to the subject matter hereof. This Agreement cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

5.6 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

5.7 Specific Performance. If either party breaches its obligations under this Agreement, the other party shall each have the right to seek injunctive relief and/or specific performance as may be permitted under applicable law. Injunctive relief refers to a court order prohibiting a party from doing some specified act or commanding a party to undo a wrong or injury. Specific performance refers to the remedy of requiring exact performance of a contract in the specific form in which it was made, or according to the precise terms agreed upon. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

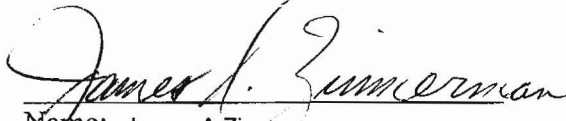
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SIGNATURE PAGE TO INTERFERENCE AGREEMENT

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


MEDIA GENERAL COMMUNICATIONS HOLDINGS, LLC

By:


Name: James A Zimmerman
Title: VP Media General

BARRINGTON MYRTLE BEACH LICENSE LLC

By:


Name: Kristy Blant
Title: Senior VP, Technical Operations

SCHEDULE 3.1
PROPOSED WNCN-DT FACILITIES

Channel	17
Maximum Effective Radiated Power	214 kW
Height of Radiation Center Above Average Terrain	610 meters
Directional/Non-Directional Antenna	Non-Directional
Transmitter Site Coordinates (NAD27)	35-40-29N, 78-31-40W
Antenna Structure Registration Number	1027322
Number of Persons in the WPDE Service Area Population (DTV Table, Seventh Report and Order, MB Docket No. 87-268)	1,611,000
Number of Persons in WPDE Service Area Population Predicted to Receive Interference From These Proposed WNCN-DT Facilities That are not Predicted to Receive Interference from the Current Post-Transition Allotment for WNCN-DT (i.e., those that would receive “new” interference)	22,670 ¹
Percentage of WPDE Service Area Population Predicted to Receive “New” Interference	1.41%

¹ Calculated using OET-69 with a 2 km grid, 1 km terrain increment, and the 2000 US Census (the so-called “FCC Method”). All the these 22,670 persons are located outside the WPDE DMA.