

**CHANNEL ELECTION CONFLICT RESOLUTION
AND INTERFERENCE AGREEMENT**

THIS CHANNEL ELECTION CONFLICT RESOLUTION AND INTERFERENCE AGREEMENT (the "Agreement") is made and entered into this 2nd day of August, 2005, by and between **KLFY, L.P.**, the licensee of Television Station KLFY-TV, Lafayette, Louisiana ("KLFY-TV"), and **WAFB LICENSE SUBSIDIARY, LLC**, the licensee of Television Station WAFB(TV), Baton Rouge, Louisiana ("WAFB").

KLFY-TV is assigned NTSC Channel 10 and DTV Channel 56 by the Federal Communications Commission (the "FCC"). KLFY-TV has filed with the FCC its pending election to operate its DTV facility on its assigned analog Channel 10 after the DTV transition.

WAFB is assigned NTSC Channel 9 and DTV Channel 46 by the FCC. WAFB has filed with the FCC its pending election to operate its DTV facility on its assigned analog Channel 9 and surrender Channel 46 after the DTV transition.

The FCC has identified that KLFY-TV's desired digital operation on Channel 10 would result in an impermissible amount of predicted interference to WAFB's desired digital operation on Channel 9, i.e., interference exceeding 0.1%. Specifically, interference of 3.4% is predicted.

The FCC has also identified that WAFB's desired digital operation on Channel 9 would result in an impermissible amount of predicted interference to KLFY-TV's desired operation on Channel 10. Specifically, interference of 8.8% is predicted.

KLFY-TV and WAFB must, by no later than August 8, 2005, each file FCC Form 383 with the FCC and propose a resolution to the above-referenced interference conflicts.

KLFY-TV and WAFB have independently evaluated the mutual interference predicted to result from their DTV channel elections.

After evaluating the predicted interference, KLFY-TV and WAFB each desire not to reduce their predicted digital facilities, wish to maintain their current DTV channel elections, and accordingly hereby agree to mutually accept each other's predicted interference up to the amounts stated herein.

Accordingly, KLFY-TV hereby consents to WAFB's election of Channel 9 for digital operation after the DTV transition and agrees to accept interference from WAFB to KLFY-TV's Channel 10 digital operation up to and including the predicted 8.8%; and WAFB hereby consents to KLFY-TV's election of Channel 10 for digital operation after the DTV transition and agrees to accept interference from KLFY-TV to WAFB's Channel 9 digital operation up to and including the predicted 3.4%.

KLFY-TV and WAFB acknowledge that their consents, and agreements to mutually accept interference as contained herein will be relied on by the FCC in connection with the FCC's creation of its DTV table of allotments. KLFY-TV's and WAFB's consents contained herein shall be deemed representations to the FCC, and KLFY-TV and WAFB acknowledge that this Agreement may be submitted to the FCC.

[Signatures appear on the following page]

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

KLFY, L.P.

By: Young Broadcasting of Louisiana, Inc.,
its General Partner

By: Michael H. Barnes

Name: Michael H. Barnes
Title: President/GM

WAFB LICENSE SUBSIDIARY, LLC

By: Rebecca S. Bryan

Name: Rebecca S. Bryan
Title: Vice President