

AGREEMENT

1. This Agreement is made and entered into this ^{21st} day of November, 2002, by and between Paxson Los Angeles License, Inc. ("Paxson") and Capital Broadcasting Corp. ("Capital").

2. Capital is the licensee of Class A television station K38CY, FCC Facility ID 36717, Van Nuys, California, authorized by the Federal Communications Commission ("FCC") to operate on channel 38. Paxson is the licensee of television station KPXN, FCC Facility ID 58978, San Bernardino, California, authorized by the FCC to operate on analog channel 30 and digital channel 38. Paxson and Capital agree that the operation of K38CY on channel 38 is predicted to cause interference to and to receive interference from the co-channel signal of KPXN on digital channel 38.

3. Capital hereby acknowledges that:

(a.) K38CY will be displaced by the operation of KPXN on digital channel 38;

(b.) Capital's use of channel 38 for K38CY currently is, and will continue to be, secondary to Paxson's operation of KPXN on channel 38, notwithstanding the fact that K38CY has been granted Class A status by the FCC; and

(c.) any primary spectrum rights that Capital may have for K38CY will accrue only on a channel other than channel 38 as long as channel 38 is used by KPXN.

4. Capital hereby agrees that it and all successors and assigns:

(a.) will forever waive any and all rights to interference protection that K38CY may have against the operation of KPXN on channel 38;

(b.) will not oppose in any manner the operation of KPXN as currently authorized or as currently or hereafter proposed, including any changes in transmitter site or power level, on channel 38;

(c.) will not file an objection with the FCC or any other governmental agency with respect to any proposal to modify the facilities of KPXN on channel 38; and

(d.) will cause K38CY to cease broadcast operations on channel 38 when Paxson notifies it of actual interference caused to KPXN by K38CY.

5. Paxson hereby acknowledges that Capital has the right to claim primary spectrum status for K38CY on a channel other than channel 30 or channel 38 if the station is otherwise qualified for Class A status.

6. Paxson hereby agrees that, unless Capital breaches this Agreement or the FCC denies any construction permit modification application for KPXN based on rights afforded to K38CY, neither Paxson nor its parent or any commonly controlled entities will challenge K38CY's Class

A status or oppose or otherwise contest any application by K38CY to operate on a channel that is not predicted to cause interference to KPXN and does not cause actual interference to KPXN.

7. Other than the mutual consents and agreements recited herein, which the parties acknowledge are good and valuable consideration, no further consideration will be due or payable by either party to the in return for entering into this Agreement.

8. The parties agree that the promises and covenants of each party have unique value to the other party, the loss of which cannot be compensated by monetary payment. Therefore, each party will have the right to enforce this Agreement by petitioning for a decree of specific performance from a court of competent jurisdiction, and the other party will not object thereto on the ground that a legal remedy as opposed to an equitable remedy is adequate.

9. Each party to this Agreement shall cooperate with the other party and with the FCC by expeditiously providing to each other and to the FCC any and all additional information that may be reasonably required, and by expeditiously executing and filing all additional documents that may be necessary or appropriate to comply with the FCC's rules or to effectuate the objectives of this Agreement, including any consent or waiver to interference as may be necessary to obtain FCC consent to an application to modify the facilities of KPXN.

10. This Agreement will be construed in conformance with the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC, as the same may be from time to time amended and, to the extent not governed by federal law, will be construed in accordance with the laws of the State of California applicable to transactions conducted entirely within that state.

11. This Agreement will inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, including, but not limited to, successor licensees and owners of KPXN and K38CY. However, no person or entity not a party to this Agreement may derive any right or benefit therefrom or seek any right or benefit from either of the parties or in any judicial or administrative governmental proceeding.

12. Notices under this agreement must be given when sent by first class or more rapid class of United States mail, postage prepaid, evidenced by a delivery receipt, or by a recognized commercial courier that documents delivery, addressed as follows. Notices will be deemed given on the earlier of the date on which such notices are actually delivered or the date on which delivery is first attempted by the postal or other courier.

If to Paxson:

Paxson Los Angeles License, Inc.
Attention: William L. Watson
601 Clearwater Park Rd.
West Palm Beach, FL 33401

If to Capital:

Capital Broadcasting Corp.
Attention: Robert Ruiz
5220 Campo Rd.
Woodland Hills, CA 91364

13. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof. It may be amended or modified only in writing signed by the party against which enforcement is sought.

14. This Agreement may be executed in one or more counterparts, each of which will have the full force and effect of an original and all of which will be deemed one and the same document. This Agreement will be effective upon the exchange of facsimile signatures by the parties.

15. Each party hereto expressly warrants that it has the full power and authority to enter into this Agreement and to execute the same, and that there is no constraint upon such party's legal ability to perform its obligations hereunder. Each person executing this agreement individually and personally warrants that he or she has the authority to legally bind the party on whose behalf he or she has signed.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this agreement as of the day and date first set forth above.

PAXSON LOS ANGELES LICENSE, INC.

CAPITAL BROADCASTING CORP.

By: 

William L. Watson
Secretary

By: _____

Robert Ruiz
President

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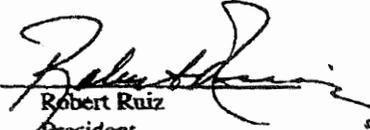
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PAXSON LOS ANGELES LICENSE, INC.

CAPITAL BROADCASTING CORP.

By: _____
William L. Watson
Vice-President

By: 
Robert Ruiz
President