

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT is made as of August __, 2009 between Tribune Television Holdings, Inc., Debtor-in-Possession ("Tribune") and WGN Continental Broadcasting Company, Debtor-in-Possession ("WCB").

Tribune is the licensee of television broadcast station WXMI(TV), Grand Rapids, Michigan ("WXMI"). WXMI has been assigned Post-Transition Channel 19 pursuant to authorizations received from the Federal Communications Commission ("FCC"). Tribune Television has filed a construction permit application to "maximize" WXMI's post-transition DTV service, FCC File No. BPCDT-20080619AKI (the "WXMI Maximization Application").

WCB is the licensee of television broadcast station WGN-TV, Chicago, Illinois ("WGN"), which has been assigned Post-Transition Channel 19 pursuant to authorizations received from the FCC. WCB has filed a construction permit application to "maximize" WGN's post-transition DTV service, FCC File No. BPCDT-20080619AFN (the "WGN Maximization Application").

In early August 2009, counsel for Tribune and WCB was informally advised by FCC staff that the facilities proposed in the WXMI Maximization Application and the WGN Maximization Application were "mutually exclusive" due to an interference conflict. Counsel was instructed to resolve this conflict or face dismissal of both applications.

Consistent with the FCC's rules, and for the purpose of facilitating a grant of the WGN Maximization Application and the WXMI Maximization Application, Tribune hereby consents to the excess incremental interference predicted to be caused by the facilities proposed in the WGN Maximization Application to the service population of: (i) the facilities proposed in the WXMI Application; (ii) WXMI's currently licensed DTV facility, FCC File No. BLCDDT-20030117ABD; and (iii) WXMI's post-transition DTV allotment.

Each of Tribune and WCB shall take all commercially reasonable steps to address any questions or concerns raised by the FCC with respect to any regulatory filings implicated by this Agreement, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement shall be governed by the laws of the State of Illinois without giving effect to the choice of law provisions thereof. 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 consent set forth above, no consideration is being paid by either party in connection with this Agreement.

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

TRIBUNE TELEVISION HOLDINGS, INC., DEBTOR-IN-POSSESSION

By: Patty Kolb
Name: vp/gm
Title:

WGN CONTINENTAL BROADCASTING COMPANY, DEBTOR-IN-POSSESSION

By: _____
Name:
Title: