

## INTERFERENCE AGREEMENT

This agreement is made this 30<sup>th</sup> day of September 2008, by and between Univision New York LLC, licensee of WFUT-DT, Newark, New Jersey and Telefutura Boston LLC, licensee of WUTF-DT, Marlborough, Massachusetts (together, hereinafter referred to as "Univision") and Paxson Philadelphia License, Inc., licensee of WPPX-DT, Wilmington, Delaware and Paxson Hartford License, Inc., licensee of WHPX-DT, New London, Connecticut (together, hereinafter referred to as "ION", and all four entities together hereinafter jointly referred to as "the Parties").

WHEREAS WPPX-DT has pending at the Federal Communications Commission ("FCC") an application (BPCDT-20080620AMP) (the "WPPX Application") which is predicted to cause interference to approximately 0.8 percent of the population within the relevant noise-limited contour of the facilities authorized in the WFUT-DT construction permit (BPCDT-20080619AEI) (the "WPPX Interference"); and

WHEREAS it is necessary for WPPX-DT to obtain the consent of Univision to the WPPX Interference to obtain FCC grant of the WPPX Application; and

WHEREAS WUTF-DT has pending at the FCC an application (BMPCDT-20080617ABU) (the "WUTF Application") which is predicted to cause interference to approximately 1.7 percent of the population within the relevant noise-limited contour of the facilities proposed in a pending WHPX-DT construction permit application (BMPCDT-20080619AEO) (the "WUTF Interference"); and

WHEREAS it is necessary for WUTF-DT to obtain the consent of ION to the WUTF Interference to obtain FCC grant of the WUTF Application; and

WHEREAS, the parties have reviewed the situation and determined that the granting of reciprocal consents to the WPPX Interference and the WUTF Interference will permit better and faster implementation of digital television service to the public;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be mutually bound hereby, the parties agree as follows:

1. **WFUT-DT Agreement to Accept Interference.** WFUT-DT hereby agrees to accept the WPPX Interference, subject to the terms and conditions herein.

2. **WHPX-DT Agreement to Accept Interference.** WHPX-DT hereby agrees to accept the WUTF Interference, subject to the terms and conditions herein.

3. **Amendments and Future Modification Applications.**

(a) Any future modifications by WPPX-DT to the facilities proposed in the WPPX Application, which, if implemented, would result in predicted interference to WFUT-DT involving a greater number of people than caused by the WPPX Interference, shall require the further consent of WFUT-DT in writing and in advance of any FCC filing;

(b) Any future modifications by WUTF-DT to the facilities proposed in the WUTF Application, which, if implemented, would result in predicted interference to WHPX-DT involving a greater number of people than caused by the WUTF Interference, shall require the further consent of WHPX-DT in writing and in advance of any FCC filing;

(c) The Parties acknowledge that they may file with the FCC amendments or future modification applications that could affect the extent of the WPPX Interference or the WUTF Interference. Should WFUT-DT or WHPX-DT file an application that increases the amount of interference received by that station from WPPX-DT or WUTF-DT, respectively, with no additional impermissible interference caused to WPPX-DT or WUTF-DT, respectively, the resulting interference received by WFUT-DT or WHPX-DT shall supersede the accepted amounts stated herein for purposes of this Agreement.

4. **Compliance with FCC Rules.** The parties agree to submit this agreement to the FCC if so requested by the FCC or if necessary to expedite processing of a modification application. Except as set forth in this Agreement, neither party is receiving any consideration for entering into this Agreement.

5. **Future Cooperation.** 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

additional information that may be reasonably required relating to this Agreement, and each party shall notify the other of any such FCC inquiry. Neither party 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.

**6. Authority.** 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.

**7. Notices.** All notices, demands, or other communications given hereunder shall be in writing and delivered personally or sent by overnight delivery service, registered or certified mail, or facsimile (with confirmation of receipt), addressed as follows:

(a) If to Univision:

Christopher G. Wood  
Vice President and Senior Legal Counsel  
Univision Communications Inc.  
5999 Center Drive  
Los Angeles, CA 90045  
Telephone: (310) 348-3696  
Fax: (310) 348-3679

With a copy (which shall not constitute notice) to:

Scott R. Flick  
Pillsbury Winthrop Shaw Pittman LLP  
2300 N Street, NW  
Washington, DC 20037  
Telephone: (202) 663-8167  
Fax: (202) 663-8007

(b) If to ION:

ION Media Networks, Inc.  
601 Clearwater Park Road  
West Palm Beach, FL 33401  
ATTN: William L. Watson, Esq.  
Telephone: (561) 682-4131  
Fax: (561) 659-4754

With a copy (which shall not constitute notice) to:

Dow Lohnes PLLC  
1200 New Hampshire Ave., NW  
Suite 800  
Washington, DC 20036  
ATTN: Scott S. Patrick  
Telephone: 202-776-2000  
Fax: 202-776-2222

or such other address as either party may designate in writing. Any such notice, demand, or communications shall be deemed to have been given on the date received.

**8. Complete Agreement; Successors and Assigns.** This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except by an instrument in writing signed by any affected parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**9. Counterparts.** This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[THE REMAINDER OF THIS PAGE DELIBERATELY BLANK]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
day and year written above.

UNIVISION NEW YORK LLC

TELEFUTURA BOSTON LLC

By:  \_\_\_\_\_

Their: Officer of Sole Member of Licensee

PAXSON PHILADELPHIA LICENSE, INC.

PAXSON HARTFORD LICENSE, INC.

By: \_\_\_\_\_

Their: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
day and year written above.

UNIVISION NEW YORK LLC

TELEFUTURA BOSTON LLC

By: \_\_\_\_\_

Their: Officer of Sole Member of Licensee.

PAXSON PHILADELPHIA LICENSE, INC.

PAXSON HARTFORD LICENSE, INC.

By: William L. Watson

Their: **WILLIAM L. WATSON**  
**SECRETARY**