

Apr-24-02

10:46am

From-TRIBUNE CO LEGAL DEPT

INTERFERENCE AGREEMENT

This Agreement is made this 24th day of April, 2002 by and between Chesapeake Television Licensee, LLC (hereinafter "Chesapeake"), a Maryland limited liability company, and Tribune Television Company (hereinafter "Tribune"), a Delaware corporation (hereinafter "the parties" when referred to jointly).

WHEREAS, Chesapeake is the licensee of Station WBFF(TV), Baltimore, Maryland (hereinafter "WBFF") and has an application pending for a construction permit for a new digital television facility on Channel 46 (FCC File No. BPCDT-19980803KR), and

WHEREAS, Tribune is the licensee of Station WPMT(TV), York, Pennsylvania (hereinafter "WPMT") and has an application pending for a construction permit for a new digital television facility on Channel 47 (FCC File No. BPCDT-19990916AAG), and

WHEREAS, the digital applications of WBFF and WPMT are mutually exclusive; and

WHEREAS, Chesapeake and Tribune have examined the interference that will exist between the two digital facilities and have determined that the interference is minimal and will not affect the operation of their digital facilities, and

WHEREAS, the parties understand that once the mutual exclusivity between their applications is resolved, both applications can be granted.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and intending to be mutually bound hereby, Chesapeake and Tribune agree as follows:

1. Chesapeake agrees to amend WBFF's pending application to utilize the antenna azimuth pattern provided by Dielectric (Pattern Drawing No. TUD-C5SP-665) and adjust its proposed ERP to 550 kW and to include a copy of this Agreement in the Amendment. Chesapeake agrees to accept any interference and the reduction in population served by WBFF-

Apr-24-02 10:48am From-TRIBUNE CO LEGAL DEPT

DT caused by the operation of WPMT-DT as specified in FCC File No. BPCDT-19990916AAG, as amended on May 9, 2001.

2. Tribune agrees to accept any interference and the reduction in population served by WPMT-DT caused by the operation of WBFF-DT as specified in FCC File No. BPCDT-19980803KR, as amended pursuant to paragraph 1 above, provided that Chesapeake will eliminate any interference to off-air reception of WPMT-DT within the Harrisburg-Lancaster-Lebanon-York DMA and any interference to cable head-ends which carry WPMT-DT where such interference has been reasonably determined to be caused by WBFF-DT.

3. Chesapeake agrees to reimburse Tribune for engineering costs that it has incurred as a result of evaluating the interference that may be received by WPMT-DT from the proposed operation of WBFF-DT as set forth in FCC File No. BPCDT-19980803KR and the proposed amendment to that application up to a maximum of TWENTY THOUSAND DOLLARS (\$20,000.00) provided that prior to payment Tribune must provide documentation to Chesapeake to support the engineering expenses that it has incurred.

4. The parties agree to negotiate in good faith joint facility modification in the event that the Federal Communications Commission revises the present DTV adjacent channel interference standards.

5. Tribune agrees to amend its pending DTV application to include a copy of this Agreement.

6. The parties agree to cooperate with each other with respect to obtaining grants of their digital television applications.

7. This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This

Apr-24-02 10:46am From-TRIBUNE CO LEGAL DEPT

Agreement may be signed and exchanged by facsimile transmissions, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

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

CHESAPEAKE TELEVISION LICENSEE, LLC

By: 

Its:

TRIBUNE TELEVISION COMPANY

By: _____

Its:

Apr-24-02 10:47am From-TRIBUNE CO LEGAL DEPT

Agreement may be signed and exchanged by facsimile transmissions, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

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

CHESAPEAKE TELEVISION LICENSEE, LLC

By: _____

Its:

TRIBUNE TELEVISION COMPANY

By: Thomas D. Rea

Its: TREAS-RET