

## AGREEMENT

This Agreement (the "Agreement") is made this 30th day of November, 2009, between Channel 23 Limited Partnership (which, together with its successors and assigns, is hereafter termed "Channel 23 LP"), Permittee of LPTV digital companion channel station WWME-LD, Chicago, Illinois ("WWME-LD") and ION Media Milwaukee License, Inc. (which, together with its successors and assigns, is hereafter termed "ION"), licensee of station WPXE-TV, Channel 40, Kenosha, Wisconsin ("WPXE-TV").

WHEREAS, Channel 23 LP currently operates WWME-LD on ATSC Channel 39 in Chicago, Illinois with 4.4 kW ERP and a full service digital mask, and intends to apply to the Federal Communications Commission ("FCC") for a construction permit (the "Permit") to operate WWME-LD with 15 kW ERP and a full service digital mask as described in Exhibit A to this Agreement;

WHEREAS, ION operates station WPXE-TV on ATSC Channel 40 in Kenosha, Wisconsin;

WHEREAS, operation of WWME-LD with the Permit would result in prohibited predicted interference under FCC rules to the reception of the signal of WPXE-TV in its protected service area;

WHEREAS, operation of WWME-LD with the Permit would not result in actual interference to the reception of the signal of WPXE-TV in its protected service area in excess of 0.5%, due to the fact that WWME-LD will operate with the FCC's full service digital mask described in Section 73.623(h) of the FCC's rules, as further reflected in Exhibit A to this Agreement; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the parties desire to permit the operation of WWME-LD with the facilities to be authorized by the Permit, notwithstanding any predicted interference to WPXE-TV;

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound, ION and Channel 23 LP agree as follows:

### SECTION 1

Subject to the provisions of this Agreement, ION consents to the operation of WWME-LD with the facilities to be authorized by the Permit and waives any and all rights it may have to object at the FCC to WWME-LD's operation with those facilities. This Agreement will be filed with the FCC by Channel 23 LP in support of the grant of the Permit or such other similar authority as may be issued by the FCC.

## **SECTION 2**

Upon commencement of WWME-LD operations pursuant to an FCC approval of this Agreement and grant of the Permit or similar operating authority to WWME-LD, Channel 23 LP agrees to correct any actual interference in excess of 0.5% caused by such operation to the reception of the signal of WPXE-TV within its protected service area, should any such actual interference occur. Channel 23 further agrees that it will provide ION with a parallel interference agreement in the future, should ION wish to employ the FCC's full service digital mask in connection with a power increase for WPXE-TV such that predicted interference but not actual interference in excess of 0.5% to the protected service area of WWME-LD would result from such modified WPXE-TV operation.

## **SECTION 3**

This Agreement shall terminate only upon the earliest to occur of any of the following circumstances:

(a) ION no longer operates WPXE-TV or any other NTSC or ATSC television station on Channel 40 in Kenosha, Wisconsin.

(b) Channel 23 LP no longer operates WWME-LD on Channel 39 in Chicago, Illinois, or operates WWME-LD with authorized facilities that do not cause prohibited predicted interference to WPXE-TV or any other NTSC or ATSC television station operated by ION on Channel 40 in Kenosha, Wisconsin.

(c) The operation of WWME-LD pursuant to the Permit causes material adverse actual interference in excess of 0.5% to WPXE-TV or any other NTSC or ATSC television station operated by ION on Channel 40 in Kenosha, Wisconsin; ION has provided Channel 23 LP with written notice describing the nature of such material adverse interference; and Channel 23 LP has failed to eliminate the material adverse interference or otherwise cure ION's objection within the forty-five (45) day period following receipt of such written notice from ION. The parties agree to cooperate in good faith to attempt to resolve any interference or other issues arising under this Section 3(c) on a commercially reasonable basis.

## **SECTION 4**

The parties shall take reasonable care to advise each other as soon as possible of any events which have occurred or are likely to occur, whether within or not within their control, and of any agreements which have or may be entered into and to which they may be a party, directly or indirectly, voluntarily or involuntarily, which might cause the termination of this Agreement.

## **SECTION 5**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**SECTION 6**

All notices, requests, demands, waivers, consents and other communications required or Permitted hereunder shall be in writing and be deemed to be duly given when delivered in person; sent by registered or certified mail, postage prepaid and return receipt requested; sent by express mail or by courier, delivery charges prepaid; or sent by confirmed telecopy, to the following:

If to Channel 23 LP:

Channel 23 Limited Partnership  
26 North Halsted Street  
Chicago, IL 60661  
Attention: Norman Shapiro, President  
(phone) (312) 705-2606  
(Fax) (31-2) 705-2604

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

J. Brian DeBoice, Esq.  
Cohn and Marks LLP  
1920 N Street NW, Suite 300  
Washington, DC 20036  
(phone) (202) 293-3860  
(Fax) (202) 293-4827

If to ION:

ION Media Milwaukee License, Inc.  
601 Clearwater Park Road  
West Palm Beach, FL 33401  
Attn: Legal Dept.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Either party may change a designated contact person and address to which notices should be sent to it by written notice to the other party given in accordance with this Section.

**SECTION 7**

This Agreement shall be construed and interpreted under the laws of the State of Illinois. Both parties agree that any disputes arising out of this Agreement not otherwise agreed to be resolved elsewhere or through non-judicial means shall be heard before the courts of the State of Illinois in Chicago, Illinois, and agree to that venue and the jurisdiction of such courts.

**SECTION 8**

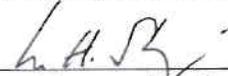
By their signatures below each of Channel 23 LP and ION warrant to the other that they have the requisite legal authorization and power to enter into this Agreement and that this Agreement constitutes a valid and binding obligation of each to the other enforceable in accordance with its terms. Each further warrants that the execution, delivery and performance of this Agreement does not violate or conflict with any provision of their charter documents, bylaws or provisions of any other contract or agreement to which they are a party or by which they may be bound and that, except for the consent of the Federal Communications Commission to the implementation of this Agreement, each is not under any injunction, statute, regulation, rule, judgment, decree or similar order which restricts their authority to enter into this Agreement and perform it in accordance with its terms.

**SECTION 9**

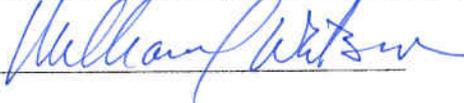
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

CHANNEL 23 LIMITED PARTNERSHIP

By:   
Norman Shapiro, President

ION MEDIA MILWAUKEE LICENSE, INC.

By: 

**WILLIAM L. WATSON**  
**SECRETARY**

**EXHIBIT A**

**ENGINEERING STATEMENT OF DU TREIL, LUNDIN & RACKLEY, INC.  
(ATTACHED)**

OET-69 Interference Analysis to WPXE-TV, WWME-LD (Ch. 39, 15 kW) (worst-case scenarios)

Census data selected: 2000

Post DTV Transition Database Selected

TV INTERFERENCE and SPACING ANALYSIS PROGRAM

Date: 10-20-2009

Record Selected for Analysis

WWME LD USERRECORD-01 CHICAGO IL US  
Channel 39 ERP 15. kW HAAT 443. m RCAMSL 00623 m FULL SERVICE MASK  
Latitude 041-52-44 Longitude 0087-38-10  
Status APP Zone 1 Border  
Dir Antenna Make CDB Model 00000000089107 Beam tilt N Ref Azimuth 260.  
Last update Cutoff date Docket  
Comments  
Applicant

Cell Size for Service Analysis 1.0 km/side

Distance Increments for Longley-Rice Analysis 1.00 km

Not full service station

Facility meets maximum power limit

Azimuth (Deg)	ERP (kW)	HAAT (m)	51.0 dBu F(50,90) (km)
0.0	7.018	445.6	58.0
45.0	0.853	447.0	45.2
90.0	0.773	447.0	44.6
135.0	3.004	447.0	52.8
180.0	11.432	442.3	60.8
225.0	13.824	440.5	61.9
270.0	12.367	437.4	61.1
315.0	14.702	438.5	62.2

Contour Overlap to Proposed Station

Station  
W40BY 40 PALATINE IL BLTT20060419ACR

Station inside contour of Digital LPTV station  
WWME LD 39 CHICAGO IL USERRECORD01

Contour Overlap Evaluation to Proposed Station Complete

Proposed facility OK to FCC Monitoring Stations

Proposed facility OK toward West Virginia quiet zone

Proposed facility OK toward Table Mountain

Proposed facility is within the Canadian coordination distance  
Distance to border = 369.7km

Proposed facility is beyond the Mexican coordination distance

Proposed station is OK toward AM broadcast stations

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Start of Interference Analysis

Proposed Station

OET-69 Interference Analysis to WPXE-TV, WWME-LD (Ch. 39, 15 kW) (worst-case scenarios)

Channel 39 Call WWMELD City/State CHICAGO IL ARN USERRECORD01

Stations Potentially Affected by Proposed Station

Chan	Call	City/State	Dist(km)	Status	Application	Ref. No.
24	WPVN-CA	AURORA IL	74.2	CP	BPTTA	-20090817ABN
24	WPVN-CA	AURORA IL	74.2	LIC	BLTTL	-19990716JA
24	WHVI-LP	VALPARAISO IN	64.4	LIC	BLTTL	-19921102JE
24	WMLW-CA	MILWAUKEE WI	139.1	CP	BDISTTA	-20081230ACP
25	W25DW	ARBURY HILLS IL	1.4	LIC	BLTTL	-20080609ABO
25	WMKB-LP	ROCHELLE IL	130.2	APP	BSTA	-20070627ABX
25	WMKB-LP	ROCHELLE IL	130.2	LIC	BLTTL	-20070813AFM
25	W25CL	ROCKFORD IL	125.9	LIC	BLTT	-20020307ABP
25	WCWW-LP	SOUTH BEND IN	123.8	LIC	BLTTL	-20021010AAP
38	WGBO-DT	JOLIET IL	2.5	CP MOD	BMPCDT	-20080618AEI
38	W25CL	ROCKFORD IL	125.9	CP	BDISDTT	-20060330ABA
38	WMKG-CA	MUSKEGON MI	195.0	LIC	BLTTL	-20040824AAW
38	W38CT	MADISON WI	199.6	LIC	BLTT	-20021203ACA
38	WBWT-LP	MILWAUKEE WI	137.1	LIC	BLTTL	-20070223AGI
39	W39BH	CHAMPAIGN IL	203.0	LIC	BLTTL	-19920420IM
39	NEW	CHANA IL	130.2	APP	BNPDTL	-20090825BOS
39	WAOE	PEORIA IL	211.7	CP	BPCDT	-20080620AFR
39	NEW	FORT WAYNE IN	234.4	APP	BNPDTL	-20090825BSA
39	NEW	MONTICELLO IN	143.4	APP	BNPDTL	-20090825ADJ
39	WKOI-TV	RICHMOND IN	364.8	LIC	BLCDT	-20050920ABV
39	WKOI-TV	RICHMOND IN	364.8	CP	BPCDT	-20080618ATM
39	WFXW	TERRE HAUTE IN	293.8	CP MOD	BMPCDT	-20070125ACT
39	WADL	MOUNT CLEMENS MI	398.0	LIC	BLCDT	-20020507AAO
39	NEW	TRAVERSE CITY MI	357.1	APP	BNPDTT	-20090825BUC
39	WOCB-CD	MARION OH	402.0	LIC	BLDTA	-20090505AAK
39	WOCB-CD	MARION OH	401.7	LIC	BLTTA	-20031212AAO
39	WFRV-TV	GREEN BAY WI	274.3	LIC	BLCDT	-20051004ABD
40	W40BY	PALATINE IL	0.0	LIC	BLTT	-20060419ACR
40	W40CN	SUGAR GROVE IL	68.7	CP	BPTTL	-20041202ACN
40	W40CN	SUGAR GROVE IL	68.7	CP	BPTTL	-20070301ABR
40	WHCH-LD	CHESTERTON IN	64.4	LIC	BLDTL	-20070822AAF
40	WPXE-TV	KENOSHA WI	137.0	LIC	BLCDT	-20040206AAT
41	WOCH-CA	CHICAGO IL	2.5	APP	BSTA	-20060109ACO
41	WOCH-CA	CHICAGO IL	2.5	LIC	BLTTA	-20060103ACT
41	WOCH-CA	CHICAGO IL	2.5	APP	BPTTA	-20050127ALO
41	WMLW-CA	MILWAUKEE WI	139.1	STA	BSTA	-20000714AAU
41	WMLW-CA	MILWAUKEE WI	139.1	LIC	BLTTA	-20021002AAA
42	W64CQ	ARLINGTON HEIGHTS IL	40.5	CP	BDISTT	-20070709ACL
42	W64CQ	ARLINGTON HEIGHTS IL	40.5	APP	BPTT	-20030723ACP
43	WAJN-LP	BROOKSTON IN	134.0	LIC	BLTTL	-20050422AEH
46	WBKM-LP	CHANA IL	130.2	LIC	BLTTL	-20050228ACV
47	WTAS-LP	WAUKESHA WI	129.3	LIC	BLTTL	-20071001ACM

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Analysis of Interference to Affected Station 32

Analysis of current record

Channel 40 Call WPXE-TV City/State KENOSHA WI Application Ref. No. BLCDT -20040206AAT

Stations Potentially Affecting This Station

Chan	Call	City/State	Dist(km)	Status	Application	Ref. No.
39	WFRV-TV	GREEN BAY WI	137.8	LIC	BLCDT	-20051004ABD
39	WFRV-TV	GREEN BAY WI	137.8	PLN	DTVPLN	-DTVP1418
40	WFWA	FORT WAYNE IN	314.8	APP	BPEDT	-20080617ADU
40	WFWA	FORT WAYNE IN	314.8	PLN	DTVPLN	-DTVP1431
40	WFWA	FORT WAYNE IN	314.8	LIC	BLEDT	-20041112ACP
40	WKAR-TV	EAST LANSING MI	287.6	CP MOD	BMPEDT	-20080620AIJ
40	WKAR-TV	EAST LANSING MI	287.5	PLN	DTVPLN	-DTVP1436
41	WIFR	FREEPORT IL	136.3	PLN	DTVPLN	-DTVP1467
41	WIFR	FREEPORT IL	136.3	CP MOD	BMPCDT	-20081110ADQ
41	WIFR	FREEPORT IL	136.3	LIC	BLCDT	-20041012AIQ
41	WIFR-DR	FREEPORT IL	136.3	APP	BPRM	-20080620ACH
41	WIFR	FREEPORT IL	136.3	CP MOD	BMPCDT	-20050103AFQ
41	WGBA	GREEN BAY WI	140.5	PLN	DTVPLN	-DTVP1485

OET-69 Interference Analysis to WPXE-TV, WWME-LD (Ch. 39, 15 kW) (worst-case scenarios)

41	WGBA-TV	GREEN BAY WI	140.5	CP MOD	BMPCDT	-20080207AAN
41	WGBA-TV	GREEN BAY WI	140.5	APP	BMPCDT	-20080620AEI
39	WWELD	CHICAGO IL	137.0	APP	USERRECORD-01	

Total scenarios = 30

Result key: 22  
 Scenario 22 Affected station 32 WPXE-TV  
 Before Analysis

Results for: 40A WI KENOSHA BLCDT 20040206AAT LIC  
 HAAT 358.0 m, ATV ERP 830.0 kW

	POPULATION	AREA (sq km)
within Noise Limited Contour	2970168	27275.9
not affected by terrain losses	2961002	27128.9
lost to NTSC IX	0	0.0
lost to additional IX by ATV	27216	645.9
lost to ATV IX only	27216	645.9
lost to all IX	27216	645.9

Potential Interfering Stations Included in above Scenario 22

39A WI GREEN BAY	BLCDT	20051004ABD	LIC
41A IL FREEPORT	BPRM	20080620AOH	APP
41A WI GREEN BAY	BMPCDT	20080620AEI	APP

After Analysis

Results for: 40A WI KENOSHA BLCDT 20040206AAT LIC  
 HAAT 358.0 m, ATV ERP 830.0 kW

	POPULATION	AREA (sq km)
within Noise Limited Contour	2970168	27275.9
not affected by terrain losses	2961002	27128.9
lost to NTSC IX	0	0.0
lost to additional IX by ATV	27591	646.9
lost to ATV IX only	27591	646.9
lost to all IX	27591	646.9

Potential Interfering Stations Included in above Scenario 22

39A WI GREEN BAY	BLCDT	20051004ABD	LIC
41A IL FREEPORT	BPRM	20080620AOH	APP
41A WI GREEN BAY	BMPCDT	20080620AEI	APP
39A IL CHICAGO	USERRECORD01		APP

Percent new IX = 0.0128%

Worst case new IX 0.0128% Scenario 22

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