

INTERFERENCE CONSENT AGREEMENT

THIS INTERFERENCE CONSENT AGREEMENT is made as of September 5, 2008 between Tribune Broadcast Holdings, Inc. ("Tribune"), WSYX Licensee, Inc. ("WSYX Licensee") and Independence Television Company ("Independence") (each individually referred to as a "Party" and collectively referred to as the "Parties").

Tribune is the licensee of television broadcast station WTTV(TV), Bloomington, Indiana ("WTTV"). WTTV has been assigned Post-Transition Channel 48 pursuant to authorizations received from the Federal Communications Commission ("FCC"). Tribune Television has filed a construction permit application to "maximize" WTTV's post-transition DTV service. See FCC File No. BMPCDT-20080619AKO (the "WTTV Application");

WSYX Licensee is the licensee of television broadcast station WSYX(TV), Columbus, Ohio ("WSYX"). WSYX Licensee has filed with the FCC a Petition for Rulemaking proposing to substitute Post-Transition Channel 48 for WSYX's current Post-Transition Channel 13 and to permit post-transition operations on Channel 48. See FCC File No. BPRM-20080620AOV (the "WSYX Petition");

Independence is the licensee of television broadcast station WDRB(TV), Louisville, Kentucky ("WDRB"). WDRB has been assigned Post-Transition Channel 49 pursuant to authorizations received from the Federal Communications Commission ("FCC"). Independence has filed a construction permit application to "maximize" WDRB's post-transition DTV service. See FCC File No. BMPCDT-20080620AJS (the "WDRB Application");

On August 8, 2008, the FCC issued a letter ("August 8 Letter") noting, *inter alia*, that the facilities proposed in the WTTV Application were "mutually exclusive" with the proposed channel substitution facility proposed in the WSYX Petition and the facilities proposed in the WDRB Application due to interference conflicts. Specifically, the August 8 Letter indicated that the facilities proposed in the WTTV Application were predicted to cause interference to: (i) 2.3 percent of the population within the noise limited contour of the proposed, post-transition facilities on Channel 48 in the WSYX Petition and (ii) 1.16 percent of the population within the noise limited contour of the facilities proposed in the WDRB Application. The August 8 Letter indicated that the WTTV Application, the WSYX Petition and the WDRB Application would be dismissed unless the Parties resolved their mutually exclusivity within thirty (30) days.

Consistent with the FCC's rules, and for the purpose of facilitating a grant of the WTTV Application, the WSYX Petition and the WDRB Application, the Parties hereby agree as follows:

WSYX Licensee hereby consents to the creation of up to 2.3 percent incremental interference to the service population of the Channel 48 substitution facilities proposed in the WSYX Petition caused by the facilities proposed in the WTTV Application, *provided that* any proposed future modifications to the facilities proposed in the WTTV Application will not result in an increase in interference to the service area population of the Channel 48 substitution facilities proposed in the WSYX Petition in the areas as depicted in the attached July 2008

engineering exhibit from duTreil, Lundin & Rackley entitled "PREDICTED NEW/UNIQUE INTERFERENCE TO WSYX-DR BASED ON OET-69 METHOD FROM WTTV(DT)."

Independence hereby consents to the creation of up to 1.14 percent incremental interference to the service population of the facilities proposed in the WDRB Application caused by the facilities proposed in the WTTV Application, *provided that* any proposed future modifications to the facilities proposed in the WTTV Application will not result in an increase in interference to the service area population of the facilities proposed in the WDRB Application in the areas as depicted in the attached July 2008 engineering exhibit from duTreil, Lundin & Rackley entitled "PREDICTED NEW/UNIQUE INTERFERENCE TO WDRB-DT BASED ON OET-69 METHOD FROM WTTV(DT)."

Tribune hereby consents to the creation of up to 2.3 percent incremental interference to the service population of the facilities proposed in the WTTV Application from any proposed future WSYX modification to the Channel 48 facilities proposed in the WSYX Petition, *provided that:* (i) any such future incremental interference from WSYX to the service population of the facilities proposed in WTTV Application shall not occur inside the Indianapolis, Indiana Designated Market Area ("DMA") as then defined by Nielsen Media Research or its successors, assigns or transferees; and (ii) WSYX Licensee shall provide Tribune with a copy of any FCC application proposing to invoke Tribune's agreement here and modify WSYX's facilities such that WSYX will cause incremental interference up to 2.3 percent to the service population area of the facilities proposed in WTTV Application (the "WSYX Application") on or before the WSYX Application is filed with the FCC. The WSYX Application shall be provided to Tribune as directed below.

Tribune hereby also consents to the creation of up to 1.14 percent incremental interference to the service population of the facilities proposed in the WTTV Application from any proposed future modifications to the facilities proposed in the WDRB Application, *provided that:* (i) any such future incremental interference from WDRB to the service population of the facilities proposed in WTTV Application shall not occur inside the Indianapolis, Indiana DMA as then defined by Nielsen Media Research or its successors, assigns or transferees; and (ii) Independence shall provide Tribune with a copy of any FCC application proposing to invoke Tribune's agreement here and modify WDRB's facilities such that WDRB will cause incremental interference up to 1.14 percent to the population predicted to receive service from the facilities proposed in WTTV Application (the "WDRB Modification Application") on or before the WDRB Modification Application is filed with the FCC. The WDRB Modification Application shall be provided to Tribune as directed below.

The WSYX Application (if any) and WDRB Modification Application (if any) shall provided to Tribune via overnight delivery to the following address:

WTTV-DT
6910 Network Place
Indianapolis, IN 46278
Attention: General Manager & Chief Engineer
(317) 687-6500

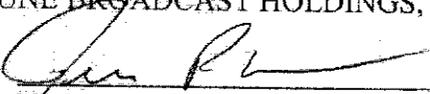
Each of the Parties shall take all commercially reasonable steps to address any questions or concerns raised by the FCC with respect to any regulatory filings implicated by this Agreement, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto. None of the Parties 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.

No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the Party against whom enforcement is sought. No Party may assign this Agreement without the prior written consent of the other remaining Parties, which consent shall not be unreasonably withheld.

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. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the Parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Indiana 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. 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.

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

TRIBUNE BROADCAST HOLDINGS, INC.

By: 

Name:

Jerome P. MARTIN

Title:

V.P. General Manager

WSYX Licensee, Inc.

By: _____

Name:

Title:

INDEPENDENCE TELEVISION COMPANY

By: _____

Name:

Title:

Each of the Parties 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. None of the Parties 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.

No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the Party against whom enforcement is sought. No Party may assign this Agreement without the prior written consent of the other remaining Parties, which consent shall not be unreasonably withheld.

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. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the Parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Indiana 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. 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.

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TRIBUNE BROADCAST HOLDINGS, INC.

By: _____

Name:

Title:

WSYX Licensee, Inc.

By: _____

Name: David B. Amy

Title: Secretary/Treasurer

INDEPENDENCE TELEVISION COMPANY

By: _____

Name:

Title:

Each of the Parties 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. None of the Parties 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.

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

TRIBUNE BROADCAST HOLDINGS, INC.

By: _____
Name:
Title:

WSYX Licensee, Inc.

By: _____
Name:
Title:

INDEPENDENCE TELEVISION COMPANY

By: Bill Lamb
Name: Bill Lamb
Title: President