

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT is made as of September 10, 2008 between Tribune Television Holdings, Inc. ("Tribune") and Paxson Washington-60 License, Inc. ("ION").

Tribune is the licensee of television broadcast station WDCW-TV, Post-Transition Channel 50, Washington, D.C. ("WDCW"), pursuant to authorizations received from the Federal Communications Commission ("FCC"). Tribune has filed a construction permit application to "maximize" WDCW-DT's service area. *See* FCC File No. BMPCDT-20080619AGG (the "WDCW Application").

ION is the licensee of television broadcast station WWPX(TV), Post-Transition Channel 12, Martinsburg, W.VA. ("WWPX"), pursuant to authorizations received from the FCC. ION has filed with the FCC a Petition for Rulemaking to substitute Post-Transition Channel 51 for WWPX's assigned Post-Transition channel 12. *See* FCC File No. BPRM-20080619ALR (the "WWPX Petition").

On August 7, 2008, the FCC issued a letter ("August 7 Letter") noting that the facilities proposed in the WDCW Application were "mutually exclusive" with the proposed channel substitution facility proposed in the WWPX Petition. Specifically, the August 7 Letter indicated that the facilities proposed in the WDCW Application were predicted to cause interference to 10.4 percent of the population within the noise limited contour of the proposed facilities on Channel 51 in the WWPX Petition. The August 7 Letter indicated that the WDCW Application and the WWPX Petition would be dismissed unless the Parties resolved their mutually exclusivity within thirty (30) days.

Consistent with the FCC's rules, and for the purposes of avoiding the dismissal of the WDCW Application and the WWPX Petition, ION hereby agrees to accept the interference predicted to be caused by the facilities proposed in the WDCW Application to 10.4 percent of the population within the noise limited contour of the proposed facilities on Channel 51 in the WWPX Petition referenced in the August 7 Letter. Any proposed future modifications to the facilities proposed in the WDCW Application which, if implemented, would result in interference to the noise limited service area population of WWPX in amounts greater than agreed to herein shall require the prior written consent of ION.

Tribune hereby agrees to accept the level of interference predicted to be caused by the proposed facilities on Channel 51 in the WWPX Petition to the facilities proposed in the WDCW Application. Any proposed future modifications to the proposed facilities on Channel 51 in the WWPX Petition which, if implemented, are predicted to cause incremental interference to more than 0.5 percent of the population within the noise limited service area of the facilities proposed in the WDCW Application shall require the prior written consent of Tribune. For the avoidance of doubt, any and all future modifications to the proposed facilities on Channel 51 in the WWPX Petition shall be permitted to cause a one-time total of 0.5 percent predicted, incremental interference to the population within the noise limited contour of the facilities proposed in the

WDCW application; predicted interference beyond the one-time total of 0.5 percent require Tribune's prior written consent.

Each of Tribune and ION shall take all commercially reasonable steps to satisfy 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. Neither Tribune nor ION 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. Neither party may assign this Agreement without the prior written consent of the other party, which 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 New York 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 Arrangement 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 TELEVISION HOLDINGS, INC.

By: _____
Name:
Title:

PAXSON WASHINGTON-60 LICENSE, INC.

By: 
Name: **WILLIAM L. WATSON**
Title: **SECRETARY**

WDCW application; predicted interference beyond the one-time total of 0.5 percent require Tribune's prior written consent.

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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. Neither party may assign this Agreement without the prior written consent of the other party, which 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 New York 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 Arrangement 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 TELEVISION HOLDINGS, INC.

By: 

Name: Eric J. Meyrowitz

Title: V.P./GM

PAXSON WASHINGTON-60 LICENSE, INC.

By: _____

Name: _____

Title: _____