

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT is made as of September 30, 2009 between ION Media Martinsburg License, Inc., Debtor-in-Possession (“ION”) and WBAL Hearst Television Inc. (“Hearst”).

ION is the licensee of digital television broadcast station WWPX-TV, VHF Channel 12, Martinsburg, West Virginia (“WWPX”), pursuant to authorization received from the Federal Communications Commission (“FCC”) in FCC File Number BLCDDT-20021108AAX (the “WWPX Facility”). ION has filed with the FCC a request for Special Temporary Authorization (“STA”) to operate a translator on VHF Channel 12 with facilities having technical parameters specified therein, except that, as noted in the exhibit thereto, the translator would operate with a “full service” mask instead of a “stringent” mask (the “Translator”). *See* FCC File No. BDSTA-20090821AAV (the “WWPX Application”). ION also proposed to operate WWPX with on-channel transmitting facilities using Distributed Transmission Service (“DTS”) technology in FCC File Number BPCDDT-20090513ACL (the “WWPX DTS Application”).

Hearst is the licensee of digital television broadcast station WBAL-TV, Baltimore, Maryland, and is authorized under program test authority to operate its post-transition digital facility on VHF Channel 11 with 5.0 kW effective radiated power (“ERP”) pursuant to its construction permit in FCC File Number BPCDDT-20080312AAT (the “WBAL-TV Facility”) (Hearst’s digital license application for this facility is pending in FCC File Number BLCDDT-20090619ABW).

Hearst commenced operation of the WBAL-TV Facility on June 12, 2009, in connection with the national DTV transition, at which time Hearst started receiving numerous complaints of poor or no reception from viewers. In coordination with the FCC, ION, and others, during August 2009, Hearst conducted field tests with WBAL-TV operating at 26.6 kW ERP pursuant to an experimental authorization in FCC File Number BDSTA-20090713ACP (the “Field Tests”) and concluded that the increased ERP significantly improved viewers’ reception of WBAL-TV. Accordingly, Hearst desires to seek a construction permit to permanently increase WBAL-TV’s power to 26.6 kW ERP.

Consent of Hearst

According to informal statements provided by a member of the FCC’s staff, ION’s proposed use of a “full service” mask requires the consent of the licensee of any station whose consent would be required if such mask was not used. ION has determined that the consent of Hearst accordingly is required before the FCC would authorize the facilities proposed in the WWPX Application.

Consistent with the FCC’s rules and for the purposes of facilitating processing of the WWPX Application, Hearst hereby consents to the facilities proposed in the WWPX Application. Hearst understands that ION intends in the future to submit an application to the FCC seeking a construction permit for the same facilities specified in the WWPX Application so that ION has authorization to operate the Translator beyond the time period that an STA ordinarily allows, and Hearst hereby consents to the use of facilities proposed in such a construction permit application so long as the proposed facilities are the same as those proposed in the WWPX Application. In the event ION submits a construction permit application that would modify in any way the facilities specified in the WWPX Application in a manner such that the FCC’s rules and policies would require the consent of Hearst, the further written consent of Hearst shall be required.

Consent of ION

WBAL-TV's proposed 26.6 kW ERP operation is predicted to cause 0.55% new interference to the WWPX Facility (the "Predicted Interference"). In connection with the Field Tests, no actual detrimental impact to WWPX's viewers was reported. Accordingly, ION hereby agrees that WWPX will accept the Predicted Interference and any interference from WBAL-TV to the operations of WWPX as a result of the facilities proposed in the WWPX Application and the WWPX DTS Application, and ION will consent to the grant of a permanent increase in WBAL-TV's power to 26.6 kW ERP as an important step toward solving the significant reception problems faced by local broadcast viewers in the Baltimore market.

Each of ION and Hearst 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 ION nor Hearst 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 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. Notwithstanding the foregoing, it is understood that the acceptance of interference levels agreed to herein shall continue to run with the station, not the licensee, and shall be binding on future successors or assigns (without the need for consent) in the event of assignment of a station's license or a change in control of a licensee. 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 engineering, 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.


[Signatures Appear on the Following Page]

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

WBAL HEARST TELEVISION INC.

By: 
Name: Jordan Wertlieb
Title: President & General Manager

ION MEDIA MARTINSBURG LICENSE, INC., DEBTOR-IN-POSSESSION

By: 
Name: William L. Watson
Title: Secretary