

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT is made as of September 18, 2009 between ION Media Martinsburg License, Inc., Debtor-in-Possession (“ION”) and CBS Corporation (“CBS”).

ION is the licensee of television broadcast station WWPX-TV, VHF Channel 12, Martinsburg, West Virginia (“WWPX”), pursuant to authorizations received from the Federal Communications Commission (“FCC”). 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”). The technical parameters specified in the WWPX Application are set forth in Exhibit A.

CBS is the licensee of television broadcast station WJZ-TV, VHF Channel 13, Baltimore, Maryland (“WJZ”), pursuant to authorizations received from the FCC.

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 CBS 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, CBS hereby consents to the facilities proposed in the WWPX Application. CBS 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 CBS 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 CBS, the further written consent of CBS shall be required.

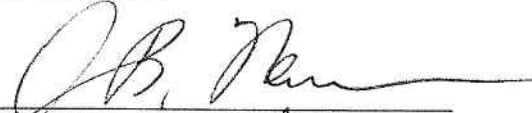
Each of ION and CBS shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to any regulatory filings implicated by this Agreement, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto. Neither ION nor CBS 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.

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

CBS CORPORATION

By: 
Name: Jay B. Neuman
Title: Vice President / General Manager
WJZ-TV, A CBS TV Station

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


By: 
Name: William L. Watson
Title: Secretary

EXHIBIT A

WWPX Application Technical Parameters

Channel:	12
Geographic Coordinates:	38-57-01 N, 77-04-48 W
Antenna Structure Registration:	1045845
Antenna Location Site Elevation:	119.7 m AMSL
Overall Tower Height:	73.1 m AGL
Radiation Center:	64 m AGL
Antenna Type:	SCA, CL713 ARRAY
Rotation:	124 degrees true
Emission Mask:	Full Service
Maximum Effective Radiated Power:	0.15 kW