

DTV Interference Agreement

Post-Transition Interference Agreement between Sonshine Family Television (Sonshine) and New Jersey Public Broadcasting Authority (NJPBA)

December 4, 2009

Sonshine, the Licensee of WBPH-DT, Channel 9, Bethlehem, Pennsylvania, and NJPBA, the Licensee of WNJB-DT, Channel 8, New Brunswick, New Jersey, hereby enter into this DTV Post-Transition Interference Agreement as provided below.

TECHNICAL FACILITIES

Sonshine operates WBPH-DT, Channel 9, Bethlehem, Pennsylvania, at 3.2 kW (DA) ERP and with a center of radiation at 284 meters HAAT ("WBPH Existing Facility", is authorized by the FCC to increase ERP to 89 kW (DA) at 284 meters (the "WBPH CP"); and contemplates relocating its tower and transmitter to a nearby tower with an ERP of 80.6 kW (DA) at a center of radiation of 302 meters HAAT (the "WBPH Permanent Facility").

NJPBA operates WNJB-DT, Channel 8, New Brunswick, New Jersey, at 17.9 kW (DA) and at a center of radiation of 215 meters HAAT; contemplates an interim change to 21.72 kW (DA) at 215 meters HAAT (the "WNJB Interim Facility"); and thereafter a permanent operation at 40.91 kW (DA) at 215 meters HAAT (the "WNJB Permanent Facility")¹, each of the aforementioned WNJB facilities being located at the same transmitter site.

Longley-Rice studies of WBPH-DT and WNJB-DT at the power levels described in the two preceding paragraphs have been conducted by both parties and, based on these studies, it is apparent that mutual interference is occurring and will occur between these two stations at various levels under each of the possible scenarios. The Longley-Rice calculated interference numbers under some of the possible scenarios are attached hereto as Appendix One.

Section 73.616 of the FCC's rules and regulations provides that "[a]n application [for changes in the facilities of a post-transition DTV station] will not be accepted if it is predicted to

¹ No applications by WBPH-DT or WNJB-DT have been filed with the FCC.

cause interference to more than an additional 0.5 percent of the population served by another post-transition DTV station. Various of the scenarios described in Appendix One, therefore, require that the parties agree to interference in excess of the 0.5 percent limit and that such agreement be approved by the FCC.

RECITALS

ONE: Sonshine hereby consents to NJPBA's proposal to file one or more applications with the Federal Communications Commission for authorization of the WNJB Interim and Permanent Facilities. This consent is based on the engineering study that NJPBA engineering has presented to Sonshine engineering depicting predicted interference to the WBPH Existing Facility as shown in Appendix One.

TWO: NJPBA hereby consents to Sonshine's application for the proposed WBPH Permanent Facility and to any interference to WNJB-DT from the future possible WBPH Permanent Facility as shown in Appendix One at a new location on a tower within 0.5 miles of the WBPH Existing Facility and CP.

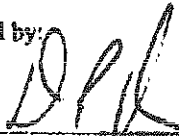
Because the various facilities currently contemplated by the parties and discussed herein will not necessarily be implemented simultaneously and may be modified in various respects prior to their implementation, and, further, in order not to require any modifications to this Agreement based on possible different interpretations of the interference totals expressed to 4 decimal places, the parties have agreed to "round up" the maximum acceptable calculated additional interference to the population within the service area of either station, whether as outlined in APPENDIX ONE or as may result from changes to the facilities currently contemplated for either station, to 0.7%. Notwithstanding the foregoing, neither party shall file any application with the FCC which differs from the facilities on which the engineering studies reflected by Appendix One were based (whether on a temporary or a permanent basis) without sufficient notification to the other party to permit evaluation of the proposed modifications. Copies of this signed Agreement will be filed with the parties' respective application(s) for the facilities described in the preceding paragraphs.

PUBLIC INTEREST SHOWING

FAX 609-777-5400.

The changes proposed by both parties will result in significantly improved signal coverage, and improvements in digital reliability for indoor reception in particular, for both WBPH-DT and WNJB-DT while at the same time limiting interference to both stations' target viewing area. The parties further believe that the minor additional received and caused interference between WBPH-DT and WNJB-DT in excess of the FCC permitted 0.5% limitation are minimal compared to the vastly improved coverage for both stations and further believe that this proposal serves the Public Interest as required by FCC Rules. Subject to the foregoing provisions of this Agreement, both parties are committed to rapidly deploying the improved facilities consistent with FCC approvals, equipment delivery and installation and commencement of operations.

Executed by:



Mr. Daniel P. Huber, VP Engineering
Sonshine Family Television, Inc.
813 N. Fenwick Street
Allentown, PA 18109

12/11/2009
Date

610 433-4400



Mr. Howard Blumenthal
Interim Executive Director
New Jersey Public Broadcasting Authority
P.O. Box 777
Trenton, New Jersey 08625

~~12/11/2009~~ 1/5/10
Date

609-777-5257

APPENDIX ONE TO SONSHINE-NJPBA INTERFERENCE AGREEMENT

I: L-R CALCULATED INTERFERENCE TO WNJB-DT

a: WNJB at 40.91 kW (prop) and WBPH-DT at 89 kW (CP) 0.5351%.

b: WNJB at 40.91 kW (prop) and WBPH-DT at 80.6 kW (prop) 0.6753%.

2: L-R CALCULATED INTERFERENCE TO WBPH-DT

a: WBPH-DT AT 3.2 kW (LIC) and WNJB-DT at 40.9 kW (prop) 0.6543%.

b: WBPH-DT at 89 kW (DA) (CP) and WNJB-DT at 40.9 kW (prop) -1.0017%
which equates to a REDUCTION below the amount to the WBPH-DT licensed
facility.

c: WBPH-DT at 80.6 kW (DA) (prop) and WNJB-DT at 40.9 kW (prop)
-1.1826%.