

## AMENDMENT TO INTERFERENCE ACCEPTANCE AGREEMENT

THIS AMENDMENT (the "Amendment") to the INTERFERENCE ACCEPTANCE AGREEMENT (the "Agreement") dated January 21, 2010, between WGAL Hearst Television Inc. ("Hearst") and Sonshine Family Television, Inc. ("Sonshine") is made by the parties effective this 15th day of April 2011.

1. The purpose of this Amendment is to allow acceptance of additional mutual interference between the television broadcast stations owned by the parties above levels contemplated by the Agreement as a result of further technical changes anticipated by each. Except as amended hereby, the original Agreement, attached hereto as Exhibit A and incorporated by reference, remains in full force and effect.

2. Hearst is the licensee of digital television broadcast station WGAL(DT), Lancaster, Pennsylvania, and is authorized to operate its post-transition digital facility on VHF Channel 8 with 32.2 kW effective radiated power ("ERP") by the Federal Communications Commission ("FCC") pursuant to Program Test Authority under FCC File Number BPCDT-20100111AER (the "WGAL-TV Present Facility"). (Hearst's digital license application for this facility is pending in FCC File Number BLCDDT-20110323ABF; Hearst's current digital license for 14.1 kW ERP was granted by the FCC on August 24, 2010, FCC File Number BLCDDT-20090804ABL). Hearst is currently seeking to increase WGAL's ERP from 32.2 kW to 59 kW (the "WGAL Proposed Facility"). The parties understand and agree that Hearst may, at Hearst's election and without obtaining additional consent from Sonshine, seek to increase WGAL's ERP above 59 kW, subject to the new interference limit set forth in Paragraph 5, below.

3. Sonshine is the licensee of digital television broadcast station WBPH-TV, Bethlehem, Pennsylvania, and is authorized to operate its post-transition digital facility on VHF Channel 9 with 80.6 kW (DA) pursuant to Program Test Authority under FCC File Number BMPCDT-20100105AAH (the "WBPH-TV Present Facility"). (Sonshine's digital license application for this facility is pending in FCC File Number BLCDDT-20100907AAF; its current digital license is for 3.2 kW ERP pursuant to its license in FCC File Number BLCDDT-20060609AAH). Sonshine has under consideration possible modifications of its current directional pattern or a change to non-directional operation ("the WBPH Proposed Facility"). The parties understand and agree that Sonshine may, at Sonshine's election and without obtaining additional consent from Hearst, seek to increase or modify WBPH-TV's facilities, whether by changes in its antenna pattern or other modification of facilities, subject to the new interference limit set forth in Paragraph 5, below.

4. Hearst and Sonshine desire to construct or modify their respective proposed facilities because of continued post-transition viewer reception problems experienced since the digital television transition on June 12, 2009, and the construction of the facilities contemplated by and consented to in the original Agreement. High-band VHF digital reception issues like those WGAL and WBPH-TV are facing have been experienced by many stations across the country, particularly in the northeast, and power increases have been helpful in mitigating such problems. It is generally recognized that the Commission's digital power levels are too low for adequate replication of former analog facilities because of the ineffectiveness of many indoor antennas and "noise" from consumer electronics devices. Hearst and Sonshine project that the changes in facilities proposed in their respective applications for the WGAL Proposed Facility and (when filed by Sonshine with the FCC) the WBPH-TV Proposed Facility will result in substantial improvement to viewers' reception of WGAL and WBPH-TV.

5. In the previous Agreement, which is attached to this document, the parties agreed to accept reciprocal interference to not more than 1.06%. Current facility upgrades contemplated by WGAL and WBPH will cause interference to exceed the 1.06% limit. This agreement amends previous 1.06% mutual interference levels and changes the value to 2% mutual interference. Both Hearst and Sonshine believe

that any new interference from any improvements made by either station is *de minimis* and outweighed by the improved coverage for both stations and further believe that each proposal serves the public interest.


6. Each of Sonshine 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 Amendment, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto. Neither Sonshine nor Hearst shall take any action that is inconsistent with its obligations under this Amendment or that could hinder or delay the other party's enjoyment of its rights and interests contemplated by this Amendment or under the Agreement.

7. No amendment or waiver of compliance with any provision hereof shall be effective unless in writing signed by the party against whom enforcement is sought. Neither party may assign this Amendment or the original 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 Amendment and the original Agreement together constitute the entire agreement and understanding of the parties hereto and supersede all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Amendment 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. The Agreement, as amended, 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 Amendment, including without limitation engineering, accounting and legal fees incurred in connection herewith. Except for the consents set forth above, no consideration is being paid by either party in connection with this Amendment. This Amendment 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.

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

WGAL HEARST TELEVISION INC.

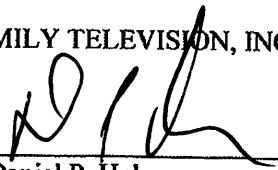
By:

  
Name: Paul D. Quinn

Title: President and GM, WGAL(TV)

SONSHINE FAMILY TELEVISION, INC.

By:

 4-20-11  
Name: Daniel P. Huber

Title: VP Engineering

**ATTACHMENT A**

**Interference Acceptance Agreement  
Dated January 21, 2010**

## INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT (the "Agreement") is made as of January 21st, 2010, between WGAL Hearst Television Inc. ("Hearst") and Sonshine Family Television, Inc. ("Sonshine").

1. Hearst is the licensee of digital television broadcast station WGAL(DT), Lancaster, Pennsylvania, and is authorized by the Federal Communications Commission ("FCC") under program test authority to operate its post-transition digital facility on VHF Channel 8 with 14.1 kW effective radiated power ("ERP") pursuant to its construction permit in FCC File Number BPCDT-20090710AKB (Hearst's digital license application for this facility is pending in FCC File Number BLCDT-20090804ABL). Hearst is seeking to increase WGAL's ERP from 14.1 kW to 32.2 kW pursuant to FCC File Number BPCDT-20100111AER (the "WGAL Proposed Facility").

2. Sonshine is the licensee of digital television broadcast station WBPH-TV, Bethlehem, Pennsylvania, and is authorized to operate its post-transition digital facility on VHF Channel 9 with 3.2 kW ERP pursuant to its license in FCC File Number BLCDT-20060609AAH. Sonshine is seeking to change WBPH-TV's transmitter location, antenna height above average terrain, antenna pattern, and to increase WBPH-TV's ERP from 3.2 kW to 80.6 kW pursuant to FCC File Number BMPCDT-20100105AAH (the "WBPH-TV Proposed Facility").

3. Hearst and Sonshine desire to construct the respective WGAL Proposed Facility and the WBPH-TV Proposed Facility because of post-transition viewer reception problems experienced immediately after the digital television transition on June 12, 2009. High-band VHF digital reception issues like those WGAL and WBPH-TV are facing have been experienced by many stations across the country, particularly in the northeast, and power increases have been helpful in mitigating such problems. It is generally recognized that the Commission's digital power levels are too low for adequate replication of former analog facilities because of the ineffectiveness of many indoor antennas and "noise" from consumer electronics devices. Hearst and Sonshine project that the proposed power increases in their respective applications for the WGAL Proposed Facility and the WBPH-TV Proposed Facility will result in substantial improvement to viewers' reception of WGAL and WBPH-TV.

4. The WGAL Proposed Facility and the WBPH-TV Proposed Facility are predicted to cause reciprocal new interference to each other in excess of the 0.5 percent new interference limit in Section 73.616(e) of the FCC's rules. Both Hearst and Sonshine believe that the predicted new interference from each proposal is *de minimis* and outweighed by the improved coverage for both stations and further believe that each proposal serves the public interest. Accordingly, Sonshine hereby agrees that WBPH-TV will accept up to 1.06% new interference from WGAL, and Sonshine hereby consents to the grant of WGAL's Proposed Facility as an important step toward solving the significant reception problems faced by WGAL's viewers; and similarly, Hearst hereby agrees that WGAL will accept up to 1.06% new interference from WBPH-TV, and Hearst hereby consents to the grant of WBPH-TV's Proposed Facility as an important step toward solving the significant reception problems faced by WBPH-TV's viewers.

5. Each of Sonshine 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 Sonshine 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.


6. No amendment or waiver of compliance with any provision hereof shall be effective unless in 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 consents 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.

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

WGAL HEARST TELEVISION INC.

By:

  
Name: David J. Barrett

Title: President & CEO

SONSHINE FAMILY TELEVISION, INC.

By:

 1/21/10  
Name: Daniel P. Huber

Title: VP Engineering