# INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement ("Agreement") is entered into as of January 5, 2010 (the "Effective Date") by and among American Broadcasting Companies, Inc. ("ABC"), New Jersey Public Broadcasting Authority ("NJPBA"), and WGAL Hearst Television Inc. ("Hearst").

1. **WABC Digital Operations**. ABC, the licensee of full-power commercial digital television station WABC-TV, New York, New York (FCC Facility ID No. 1328) ("WABC"), is authorized to operate on channel 7. Upon receipt of the requisite Federal Communications Commission ("FCC") consent, ABC proposes to increase the effective radiated power ("ERP") for WABC to 27 kilowatts ("kW") with its existing antenna at 405 meters height above average terrain ("HAAT") ("WABC Digital Facility"). On an interim basis, upon receipt of the necessary FCC consent, ABC proposes to increase WABC's power to 17.0 kW ERP with its existing antenna at 405 meters HAAT ("Interim WABC Facility"). If ABC is able to obtain all necessary consents from affected television stations, upon receipt of the necessary FCC consent, ABC intends to further increase WABC's ERP to 34.0 kW with its existing antenna at an HAAT of 405 meters ("Future WABC Digital Facility" and, collectively with the WABC Digital Facility and the Interim WABC Facility, the "WABC Channel 7 Facilities").

2. **WNJB Digital Operations**. NJPBA, the licensee of full-power non-commercial digital television station WNJB(DT), New Brunswick, New Jersey (FCC Facility ID No. 48457) ("WNJB"), is authorized to operate on channel 8, and has an outstanding construction permit to operate WNJB on channel 8 with 17.9 kW ERP with its existing antenna at 215 meters HAAT (File No. BMPEDT-20090729ACO) ("WNJB Construction Permit").[1] On an interim basis, upon receipt of the necessary FCC consent, NJPBA proposes to increase WNJB's power to 21.72 kW ERP with its existing antenna at 215 meters HAAT ("Interim WNJB Facility"). On a permanent basis, upon receipt of the necessary FCC consent, NJPBA proposes to increase WNJB's power to 40.82 kW ERP with its existing antenna at 215 meters HAAT ("Permanent WNJB Facility" and, collectively with the WNJB Construction Permit, the Interim WNJB Facility and the WNJB Appendix B Facility, the "WNJB Channel 8 Facilities").

3. **WGAL Digital Operation**. Hearst, the licensee of full-power commercial digital television station WGAL(DT), Lancaster, Pennsylvania (FCC Facility ID No. 53930) ("WGAL"), is authorized to operate on channel 8 with 14.1 kW ERP with its existing antenna at 419 meters HAAT (File No. BLCDT-20090804ABL) ("Interim WGAL Facility"). The FCC's Appendix B specifies operation for WGAL at 5.4 kW ERP with a HAAT of 415 meters with FCC Antenna ID 84829 ("WGAL Appendix B Facility"). On a permanent basis, upon receipt of the necessary FCC consent, Hearst proposes to increase WGAL's power to 32.2 kW ERP

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[1] Appendix B (*Memorandum Opinion and Order on Reconsideration of the Seventh Report and Order and Eighth Report and Order*, MB Docket 87-268, FCC 08-72, released March 6, 2008) authorizes WNJB to operate with 20.2 kW of ERP with an antenna specified in Appendix B at a HAAT of 212 meters ("WNJB Appendix B Facility").

with its existing antenna at 419 meters HAAT ("WGAL Digital Facility" and, collectively with the Interim WGAL Facility and the WGAL Appendix B Facility, the "WGAL Channel 8 Facilities").

4. **WABC-WNJB Interference and Agreements**.

(a) Using Appendix B facilities as the baseline for calculation, the parties have calculated the additional interference to the WNJB Channel 8 Facilities from the WABC Channel 7 Facilities as specified and described in (i) – (iii) below:

(i) The Interim WABC Facility will result in additional interference of 12.4%, 12.2%, 9.9%, and 10.45% to the total population served by the WNJB Construction Permit, the WNJB Appendix B Facility, the Interim WNJB Facility, and the Permanent WNJB Facility, respectively. ABC seeks NJPBA's agreement to accept the additional interference resulting from the Interim WABC Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(i). NJPBA hereby acknowledges and agrees to accept the additional interference resulting from the Interim WABC Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(i).

(ii) The WABC Digital Facility will result in additional interference of 21.2%, 20.1%, 19.41%, and 12.5% to the total population served by the WNJB Construction Permit, the WNJB Appendix B Facility, the Interim WNJB Facility, and the Permanent WNJB Facility, respectively. ABC seeks NJPBA's agreement to accept the additional interference resulting from the WABC Digital Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(ii). NJPBA hereby acknowledges and agrees to accept the additional interference resulting from the WABC Digital Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(ii).

(iii)The Future WABC Digital Facility will result in additional interference of 23.9%, 22.5%, 21.1%, and 15.6% to the total population served by the WNJB Construction Permit, the WNJB Appendix B Facility, the Interim WNJB Facility and the Permanent WNJB Facility, respectively. ABC seeks NJPBA's agreement to accept the additional interference resulting from the Future WABC Digital Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(iii). NJPBA hereby acknowledges and agrees to accept the additional interference resulting from the Future WABC Digital Facility to the WNJB Channel 8 Facilities as specified in this Paragraph 4(a)(iii).

(b) Using Appendix B facilities as the baseline for calculation, the parties have calculated the additional interference to the WABC Channel 7 Facilities from the WNJB Channel 8 Facilities as specified and described in (i) – (iii) below:

(i) The WNJB Construction Permit will result in additional interference of -0.0964%, -0.0295%, and- 0.0670% to the total population served by the Interim WABC Facility, the WABC Digital Facility, and the Future WABC Digital Facility, respectively. NJPBA seeks ABC's agreement to accept the additional interference resulting from the WNJB Construction Permit to the WABC Channel 7 Facilities as specified in this

Paragraph 4(b)(i). ABC hereby acknowledges and agrees to accept the additional interference resulting from the WNJB Construction Permit to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(i).

(ii) The Interim WNJB Facility will result in additional interference of -0.0069%, -0.0033%, and -0.0109% to the total population served by the Interim WABC Facility, the WABC Digital Facility, and the Future WABC Digital Facility, respectively. NJPBA seeks ABC's agreement to accept the additional interference resulting from the Interim WNJB Facility to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(iiii). ABC hereby acknowledges and agrees to accept the additional interference resulting from the Interim WNJB Facility to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(ii).

(iii)The Permanent WNJB Facility will result in additional interference of 0.1947%, 0.1890%, and 0.1610% to the total population served by Interim WABC Facility, the WABC Digital Facility, and the Future WABC Digital Facility, respectively. NJPBA seeks ABC's agreement to accept the additional interference resulting from the Permanent WNJB Facility to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(iii). ABC hereby acknowledges and agrees to accept the additional interference resulting from the Permanent WNJB Facility to the WABC Channel 7 Facilities as specified in this Paragraph 4(b)(iii)

5. **WNJB-WGAL Interference and Agreements**. Using Appendix B facilities as the baseline for calculation, the parties have calculated the additional interference between the WNJB Channel 8 Facilities and the WGAL Channel 8 Facilities as specified and described in (a) – (b) hereof.

(a) The Permanent WNJB Facility will result in additional interference of 2.3%, 1.8%, and 1.8% to the total population served by the WGAL Appendix B Facility, the Interim WGAL Facility and the WGAL Digital Facility, respectively. NJPBA seeks Hearst's agreement to accept the additional interference resulting from the Permanent WNJB Facility to the WGAL Channel 8 Facilities as set forth in this Paragraph 5(a). Hearst hereby acknowledges and agrees to accept the additional interference resulting from the Permanent WNJB Facility to the WGAL Channel 8 Facilities as set forth in this Paragraph 5(a).

(b) The WGAL Digital Facility will result in additional interference of 4.3%, 3.3%, 4.4%, and 4.7% to the WNJB Construction Permit, the WNJB Appendix B Facility, the Interim WNJB Facility, and the Permanent WNJB Facility, respectively. Hearst seeks NJPBA's agreement to accept the additional interference resulting from the WGAL Digital Facility to the WNJB Channel 8 Facilities as set forth in this paragraph 5(b). NJPBA hereby acknowledges and agrees to accept the additional interference resulting from the WGAL Digital Facility to the WNJB Channel 8 Facilities as set forth in this paragraph 5(b).

(c) The Interim WNJB Facility will result in additional interference of 0.61 % to the total population served by the Interim WGAL Facility. NJPBA seeks Hearst's agreement to accept the additional interference resulting from the Interim WNJB Facility to the Interim

WGAL Channel Facility as set forth in this Paragraph 5(c). Hearst hereby acknowledges and agrees to accept the additional interference resulting from the Interim WNJB Facility to the Interim WGAL Facility as set forth in this Paragraph 5(c).

6. **FCC Applications**.

(a) ABC currently has applications pending before the Federal Communications Commission ("FCC") for a construction permit (File No. BPCDT-20090626ABL) and an experimental authorization for the WABC Digital Facility. To effectuate the terms and provisions of this Agreement, ABC will amend the applications described in the preceding sentence as necessary and/or prepare and file with the FCC any other application(s) necessary to obtain necessary FCC authority for operation of the WABC Digital Facility and the Interim WABC Facility (collectively, the "WABC FCC Applications"). ABC shall include in the WABC FCC Applications a copy of this Agreement. If ABC is able to obtain all necessary consents from affected television stations to operate the Future WABC Digital Facility, at any time thereafter, ABC may file with the FCC an application(s) seeking the necessary authority for operation of the Future WABC Digital Facility and will include in such application a copy of this Agreement to the extent necessary.

(b) To effectuate the terms and provisions of this Agreement, NJPBA will prepare and file with the FCC an application(s) seeking the necessary authority for operation of the Interim WNJB Facility and the Permanent WNJB Facility (collectively, the "WNJB FCC Applications"). NJPBA shall include in the WNJB FCC Applications copies of this Agreement and the agreements described in paragraph 6(e) hereof.

(c) To effectuate the terms and provisions of this Agreement, Hearst will prepare and file with the FCC an application(s) seeking the necessary authority for operation of the WGAL Digital Facility (collectively, the "WGAL FCC Application" and, together with the WABC FCC Applications and the WNJB FCC Applications, the "FCC Applications"). Hearst shall include in the WGAL FCC Applications a copy of this Agreement.

(d) ABC, NJPBA, and Hearst shall include in the FCC Applications a request for the FCC to act on the FCC Applications simultaneously, and shall file the FCC Applications simultaneously as soon as practicable and in no event later than five business days after the Effective Date of this Agreement. ABC, NJPBA, and Hearst shall use commercially reasonable efforts to obtain FCC consent to the FCC Applications as promptly as possible after the filing thereof. Notwithstanding any provision to the contrary, unless otherwise required by the FCC, the grant of authority for the WABC Interim Facility shall be contingent upon the grant of authority for the WNJB Interim Facility and the grant of authority for the WNJB Interim Facility shall be contingent upon the grant of authority for the WABC Interim Facility, the grant of authority for the WABC Digital Facility shall be contingent on the grant of authority for the Permanent WNJB Facility and grant of authority for the Permanent WNJB Facility shall be contingent on the grant of authority for the WABC Digital Facility, but the grants of authority for the WABC Interim Facility and the WNJB Interim Facility shall not be contingent on the grants of authority for the WABC Digital Facility and the Permanent WNJB Facility; and the grant of the WGAL

FCC Application shall not be contingent upon the grant of the other FCC Applications and Hearst may prosecute the WGAL Application independently of the other FCC Applications.

(e) In order to facilitate the grant of the FCC Applications and, as one of the conditions for WABC's payment to WNJB of the Reimbursed Expenses (as defined below), NJPBA agrees that, no later than five business days after the Effective Date of this Agreement, it shall enter into a written agreement with Sonshine Family Television, Inc. ("Sonshine"), the licensee of commercial digital television station WBPH-TV, Bethlehem, Pennsylvania ("WBPH"), pursuant to which Sonshine acknowledges and agrees to accept the additional interference from the WNJB Channel 8 Facilities to WBPH's licensed digital facilities (FCC File No. BLCDT-20060609AAH). The agreement described in this Section 6(e) shall be in a form acceptable to the FCC.

(f) Each party represents and warrants that, to its knowledge, none of the facilities proposed herein will create additional predicted interference greater than 0.5% to the total population served by any television station other than WBPH, WNJB and WGAL.

(g) The parties agree to enter into written interference agreements that may be required by the FCC as a condition to grant of any of the FCC Applications provided that such agreements are consistent with this Agreement. Such written interference agreements shall be entered into as promptly as practicable following a request by the FCC for such interference agreement.

7. **Operation of Digital Facilities**.

(a) ABC may commence operations of the Interim WABC Facility immediately upon or at any time after the FCC grants its initial consent to ABC's application to operate such Interim WABC Facility, provided that at the time WABC initiates operations of the Interim WABC Facility, the FCC has granted its initial consent to NJPBA's application to operate the Interim WNJB Facility. NJPBA may commence operations of the Interim WNJB Facility immediately upon or at any time after the FCC grants its initial consent to NJPBA's application to operate such Interim WNJB Facility, provided that at the time NJPBA initiates operations of the Interim WNJB Facility, the FCC has granted its initial consent to ABC's application to operate the Interim WABC Facility.

(b) ABC, NJPBA and Hearst shall, to the extent reasonably practical, simultaneously commence operation of the WABC Digital Facility, the Permanent WNJB Facility, and the WGAL Digital Facility, respectively, as soon as practicable after the date on which the FCC grants its initial consent to the parties' respective applications for the aforementioned digital facilities. Notwithstanding the foregoing, regardless of the status of construction or operation of the Permanent WNJB Facility or the WGAL Digital Facility, ABC shall be permitted to commence commercial operation of the WABC Digital Facility no later than February 1, 2010 (or immediately upon or at any time after the FCC grants its initial consent to ABC's application to operate the WABC Digital Facility if such grant occurs after February 1, 2010), and regardless of the status of construction or operation of the Permanent WNJB Facility or the WABC Digital Facility,

Hearst shall be permitted to commence commercial operation of the WGAL Digital Facility no later than February 1, 2010 (or immediately upon or at any time after the FCC grants its initial consent to Hearst's application to operate the WGAL Digital Facility if such grant occurs after February 1, 2010).

(c) ABC may commence operation of the Future WABC Digital Facility immediately upon or at any time after the FCC grants its initial consent to ABC's application to operate the Future WABC Digital Facility.

8. **Consideration**.

(a) In consideration for NJPBA's agreement to accept interference resulting from the WABC Channel 7 Facilities and the WGAL Digital Facility to the WNJB Channel 8 Facilities as described and specified in this Agreement, ABC agrees to reimburse NJPBA for (i) the cost of the equipment that is required to complete construction of the Permanent WNJB Facility, (ii) the reasonable and documented legal, engineering and other expenses incurred by NJPBA to complete construction of the Permanent WNJB Facility, and (iii) all related reasonable and documented operating expenses (collectively, the "Reimbursed Expenses"). The Reimbursed Expenses are set forth on Schedule I hereto.

(b) ABC agrees to pay NJPBA (i) $156,732 of the Reimbursed Expenses no later than the fifth (5th) business day after the FCC grants its initial consent to ABC's application for the Interim WABC Facility and (ii) the balance of Reimbursed Expenses no later than the fifth (5th) business day after the date that the FCC grants its consent to ABC's application for the WABC Digital Facility. NJPBA shall refund any unused and unencumbered monies paid to it by ABC pursuant to the foregoing sentence if WNJB does not commence operation of the Permanent WNJB Facility within three years of the date on which the FCC grants NJPBA's application for the Permanent WNJB Facility.

(c) As further consideration for the agreements set forth herein, (i) NJPBA agrees to withdraw its informal objection to ABC's pending application for the WABC Digital Facility ("NJPBA Contingent Withdrawal Request") and (ii) ABC agrees to withdraw its Petition for Reconsideration of the grant of the construction permit for the WNJB Construction Permit ("ABC Contingent Withdrawal Request"). The NJPBA Contingent Withdrawal Request shall be contingent upon, and concurrent with, FCC initial grant of NJPBA's application for the Permanent WNJB Facility. The ABC Contingent Withdrawal Request shall be continent upon, and concurrent with, FCC initial grant of ABC's application for the WABC Digital Facility. NJPBA and ABC shall file with the FCC NJPBA Contingent Withdrawal Request and the ABC Contingent Withdrawal Request, respectively concurrently with the filing of the NJPBA Applications and the WABC Applications, respectively.

(d) As further consideration for the agreements set forth herein, each party agrees to take all actions necessary to effectuate the terms and provisions of this Agreement, and not to take any action inconsistent with the terms and provisions of this Agreement. If any party breaches this Section 8(d), it shall pay the reasonable and documented legal expenses

incurred by the other parties to enforce this subsection, provided such other parties are not in breach of this Agreement.

9. **Miscellaneous**. Except for the agreements set forth in Paragraphs 4, 5, 6, 7 and 8, and Hearst's agreement to reimburse ABC for a portion of the Reimbursed Expenses, no consideration is being paid or promised by any of the parties in connection with 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. This Agreement shall be governed by the laws of the State of New Jersey without giving effect to the choice of law provisions thereof. Notwithstanding any provision to the contrary, 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 an 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 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.

***[signature page follows]***

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: _____
Title: VICE PRESIDENT, GOVERNMENT RELATIONS
THE WALT DISNEY COMPANY

WGAL HEARST TELEVISION INC.

By: _____
Title: _____

NEW JERSEY PUBLIC BROADCASTING AUTHORITY

By: _____
Title: _____

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: _____
Title: _____

WGAL HEARST TELEVISION INC.

By: _____
Title: Assistant Secretary

NEW JERSEY PUBLIC BROADCASTING AUTHORITY

By: _____
Title: _____

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: _____
Title: _____

WGAL HEARST TELEVISION INC.

By: _____
Title: _____

NEW JERSEY PUBLIC BROADCASTING AUTHORITY

By: _____
Title: EXECUTIVE DIRECTOR

# Exhibit 1

| | | | | |
|---|---|---|---|---|
| Professional Services | | | $ | 22,433.84 |
| Meintel, Sgrignoli, & Wallace | | | $ | 8,500.00 |
| Schwartz, Woods & Miller (10hrs) | | | $ | 10,933.84 |
| DAG Kavin Mistry (20hrs) | | | $ | 3,000.00 |
| | | | | |
| NJN Engineering | | | $ | 5,189.64 |
| | Williams | 65 hrs | $ | 2,523.95 |
| | Dorsey | 2.5 | $ | 102.33 |
| | Wortmann | 15 | | $780.40 |
| | Chianese | 7 | $ | 282.38 |
| | Campbell | 7 | $ | 282.38 |
| Overtime, Chianese & Campbell 60.51/hr | | 20 | $ | 1,210.20 |
| | | | | |
| NJN Administration | | | $ | 2,377.32 |
| | Pennell | 6 | $ | 229.20 |
| | Braun | 0.5 | $ | 27.30 |
| | Jones | 5 | $ | 286.05 |
| | Selinger | 12 | $ | 768.72 |
| | Blumentha | 15 | $ | 1,066.05 |
| | | | | |
| **Professional Services Subtotal** | | | **$** | **30,000.80** |

**Equipment Costs**

TDV2 5K00 LV Upgrade to 5kW $144,479.00

Includes:
- 8 way FICS combiner
- Network load bank
- Power Amplifiers & Power Supplies
- Power Amplifier (PA)
- Power Supply Unit (PSU)
- Color display
- Documentation including:
- Electrical & mechanical upgrade files
- Upgrade & User manual documentation
- Shipping of above components to WNJB
- 1-Spare PA 1- Spare PS

| | | |
|---|---|---|
| **Equipment Costs Subtotal** | | **$144,479.00** |
| Installation and Proof of Performance | $ | 12,283.00 |

Includes:
- Replace PA's
- Replace PSU's
- Replace RF PA combiner
- Modify RF PA combiner support in the cabinet
- Update the CPU TH 340 software
- Update the internal cabinet Mains distribution

| | | |
|---|---|---|
| **Installation Subtotal** | **$** | **12,283.00** |

Current WNJB Transmitter Power Cost Calculations

| | |
|---|---|
| Phase A | 331.2138 Kw Hrs |
| Phase B | 311.2612 Kw Hrs |
| Phase C | 375.1096 Kw Hrs |
| | $ 976.88 / Month |

| | | |
|---|---|---|
| Monthly utility charge expected to be double current rate of $977/ month | | |
| Additonal monthly utility charges for 10yrs @ $11,722.56/yr | $ | 117,225.75 |
| **Utility Costs Subtotal** | **$** | **117,225.75** |
| **Total Project Costs** | | **$303,988.55** |
| Contingency | $ | 14,324.43 |
| **Grand Total** | | **$318,312.98** |