

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT (the "Agreement") is made this 30th day of July, 2010, between Detroit Free Press, Inc., ("DFP"), licensee of WUSA-TV, Washington, D.C. and Sonshine Family Television, Inc. ("Sonshine"), licensee of WBPH-TV, Bethlehem, PA.

1. DFP is the licensee of digital television broadcast station WUSA-TV, Washington, D.C., and is authorized by the Federal Communications Commission ("FCC" or "Commission") under automatic program test authority to operate its post-transition digital facility on VHF Channel 9 with 12.6 kW effective radiated power ("ERP") pursuant to its construction permit in FCC File Number BMPCDT-20080425ABL (DFP's digital license application for this facility is pending in FCC File Number BLCDDT-20090617ABW). DFP is currently operating WUSA-TV at 52.2 kW ERP pursuant to a Special Temporary Authorization, FCC File Number BDSTA-20091218ACS ("WUSA STA"). DFP, at the request of Commission Staff, is seeking to make the WUSA STA facility permanent in FCC File No. BPCDDT-20100625AZO_(the "WUSA-TV 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 BLCDDT-20060609AAH ("The WBPH-TV Licensed Facility"). Sonshine is seeking to change WBPH-TV's authorized transmitter location, antenna height above average terrain and antenna pattern, and to increase WBPH-TV's ERP from 3.2 kW to 80.6 kW pursuant to a pending application, FCC File Number BMPCDDT-20100105AAH (the "WBPH-TV Proposed Facility"). The WBPH-TV Proposed Facility seeks to modify the facility authorized in BPCDDT-20080619ALA ("The WBPH-TV CP Facility") which specifies operation for WBPH-TV on Channel 9 at 89 kW ERP from the same location as The WBPH-TV Licensed Facility. Sonshine is currently operating from the location specified in FCC File Number BMPCDDT-20100105AAH under Special Temporary Authority granted by the FCC (FCC File No. BDSTA-20100525AEB) and with parameters that will not result in caused prohibited interference to WUSA-TV in excess of the values agreed to in Paragraph 5, below.
3. The parties recognize that interference analysis using the Commission's tv process software of the WBPH-TV CP Facility, the WBPH-TV Proposed Facility, and the WUSA-TV Proposed Facility may predict interference levels that exceed those contemplated by the FCC's rules and hereby agree, for the purpose obtaining FCC approval of their respective pending applications, that the interference predicted by such analysis, is acceptable. At the same time, the parties acknowledge that the purpose of this agreement is to facilitate FCC approval of their respective pending applications and, except as necessary to secure such approval, the only operative provisions of this agreement are those which relate to (a) the pending applications or (b) future operations by WUSA-TV, operating from the station's current transmitter site and at its current antenna height, as proposed in the pending construction permit application, and by WBPH-TV, operating from the station's current transmitter site and at its current antenna height (as authorized by the WBPH-TV STA).
4. DFP and Sonshine desire to construct the respective WUSA-TV 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 WUSA-TV 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 VHF 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. DFP and Sonshine believe that the proposed power increases in their respective applications for the WUSA-TV Proposed Facility and the WBPH-TV

Proposed Facility will result in substantial improvement to viewers' reception of WUSA-TV and WBPH-TV.

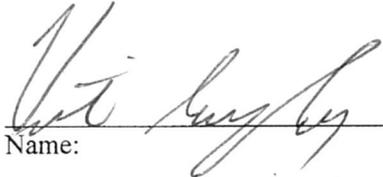
5. The WUSA-TV Proposed Facility and the WBPH-TV Proposed Facility are predicted to cause new interference to each other in excess of the 0.5 percent new interference limit in Section 73.616(e) of the FCC's rules. Both DFP and Sonshine believe that the predicted new interference from each proposal is *de minimis* and outweighed by the improved coverage for both stations and further believe that each proposal serves the public interest. Accordingly, for the purpose of obtaining approval of their respective pending applications, Sonshine hereby agrees that WBPH-TV will accept up to 2.0% new interference from the WUSA-TV Proposed Facility, operating from the station's current transmitter site and at its current antenna height, as proposed in the pending construction permit application, and Sonshine hereby consents to the grant of WUSA-TV's Proposed Facility as an important step toward solving the significant reception problems faced by WUSA-TV's viewers. Similarly, DFP hereby agrees that WUSA-TV will accept up to 2.0% new interference from WBPH-TV, operating from the station's current transmitter site and at its current antenna height (as authorized by the WBPH-TV STA, the current antenna height being the height proposed in the pending application for the WBPH-TV Proposed Facility), and DFP 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.

6. Each of Sonshine and DFP 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 DFP 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.

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 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 Pennsylvania 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.

WUSA-TV DETROIT FREE PRESS, INC.

By: 
Name:

Title: Dir of Technology
WUSA-TV

WBPH-TV SONSHINE FAMILY TELEVISION, INC.

By:  7-30-10
Name: Daniel P. Huber

Title: VP Engineering