

## Agreement and Memorandum of Understanding between WLNS-TV and Educational Media Foundation

This agreement is entered into as of the \_\_\_ day of September, 2003 by and between Young Broadcasting of Lansing, Inc., licensee of WLNS-TV and WLNS-DT, Lansing, Michigan ("WLNS-TV") and Educational Media Foundation ("EMF"), licensee of WAKL(FM), Flint, Michigan ("WAKL").

WLNS-TV and EMF hereby enter into this Agreement in accordance with the requirements specified by Federal Communications Commission ("FCC") Rule Section 73.525, 47 C.F.R. § 73.525.

WLNS-TV is concerned with protecting its viewers and its signals, analog and digital, from interference caused by or potentially caused by WAKL, both now and in the future. WLNS-TV will concur in EMF's proposed modification to WAKL under the following conditions:

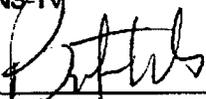
1. WAKL shall operate on Channel 205 (88.9 FM) within the specific parameters authorized by the FCC and in compliance with FCC Rule Section 73.525.
2. ERP shall be a maximum of 380 watts, vertical polarization only.
3. Antenna elevation shall not exceed 330 meters AMSL and 83.1 meters AGL and shall be located at coordinates: 42-58-49 N, 83-34-40 W (NAD 27).
4. EMF specifically agrees to remedy properly verified cases by competent, trained technical personnel, of off-the-air WAKL interference to the WLNS-TV signal within the affected WLNS-TV Grade B contour. Notch type coaxial filters equivalent or superior to Microwave Filter Company Model 5KFM-88.9 will be obtained and effectively installed by EMF, solely at EMF's expense, as needed to remedy specific cases of interference in properly installed TV receiver systems. EMF shall act in good faith and use best efforts to expeditiously assess and remedy bona fide complaints of interference. Additionally, EMF agrees to report to WLNS-TV on a timely basis and within 10 business days of receipt the details of each complaint and the resultant remedy, such reports to include any and all documentation relating to such complaints, remedies, and resolution.
5. Should EMF be unable to remedy interference complaints on a timely basis, WLNS-TV, in its sole discretion, may request that EMF reduce power, cease broadcasting over WAKL, or take other reasonably appropriate technical measures, until such time as the interference is remedied to the satisfaction of WLNS-TV. EMF agrees to comply with such a request from WLNS-TV within 24 hours, unless prohibited by law or FCC rule or regulation, and, to the extent necessary, EMF shall take all actions necessary to make appropriate notification to the FCC or otherwise diligently pursue FCC authorization, consent, or approval as required by federal law or FCC rule or regulation.
6. EMF is committed to being a "good neighbor" broadcaster, and to correcting reception and interference problems in a prompt and efficient manner. WLNS-TV wishes to cooperate with EMF in acquiescing to and concurring in the proposed modification to WAKL.

Should EMF file, at any time, a construction permit application or amendment thereto, or license application or amendment thereto, specifying parameters (i) other than those listed in this Agreement; (ii) other than those represented, orally or in writing, by EMF to WLNS-TV at any time; or (iii) in violation of any law or FCC rule or regulation (collectively, the "Offending Parameters"), WLNS-TV reserves its rights to oppose any such construction permit or license application or amendment specifying Offending Parameters through the filing

of a Petition to Deny or other filing, and/or through any procedure available to WLNS-TV at the FCC or other applicable governmental entity.

The parties have executed this agreement on the day and year written below and agree to the terms as listed above.

For Young Broadcasting of Lansing, Inc.  
WLNS-TV



\_\_\_\_\_  
Dan Bachelor  
President & General Manager

Date: 10/3/03

For Educational Media Foundation  
WAKL(FM)



\_\_\_\_\_  
Richard Jenkins  
President

Date: 9-18-03