

EXHIBIT 10
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DIGITAL TV STATION AND DTV
TABLE OF ALLOTMENTS PROTECTION

Media-Com Television, Inc.
Cleveland, OH

With the exception of WOUC-DT - Cambridge, Ohio, the presently licensed W35AX operating facilities provide the protection required by Section 73.6013 of the FCC Rules to all DTV allotments and all authorized and proposed DTV facilities requiring protection consideration. These presently licensed W35AX operating facilities, however, would result in new interference to the WOUC-DT DTV allotment facilities to 9621 persons, or 1.59% of the WOUC-DT benchmark DTV service population, which exceeds the 0.49% rounding tolerance permitted by this rule section.¹ The licensee of W35AX, however, has entered into a written agreement with the licensee of WOUC-DT under which WOUC-DT agrees to accept this interference, pursuant to Section 73.6022(a) of the FCC Rules. A copy of this written agreement is included as part of this exhibit.

Based on this written agreement, the presently licensed W35AX operating facilities fully comply with all applicable domestic DTV protection requirements, eliminating the need for W35AX to modify its operating facilities to satisfy domestic protection criteria before it can be granted a Class A license. Thus, it should now be possible for W35AX to be granted Class A status for its licensed facilities once procedures are in place to

¹The WOUC-DT construction permit application (BPEDT-20000407ACF), as originally filed, specified "checklist" facilities and, thus, it was not necessary for W35AX to conduct separate interference studies for the facilities originally specified in this application to determine compliance with the applicable protection requirements with regard to WOUC-DT. It was not amended to specify the maximization facilities which are authorized by the construction permit granted to cover this application until after the May 1, 2000 deadline by which such maximization requests had to be filed to be eligible for protection from LPTV stations pursuing their initial Class A license. As a result, the facilities authorized by this maximization construction permit are not entitled to any additional protection consideration by W35AX in attempting to obtain its initial Class A license.

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permit the grant of Class A licenses in the Canadian border area and any Canadian interference issues have been resolved.

AGREEMENT WITH WOUC-DT

This AGREEMENT is made and entered into this 28th day of November, 2001 by and between OHIO UNIVERSITY and MEDIA-COM TELEVISION, INC.

WHEREAS, Ohio University is the licensee of analog educational television station WOUC-TV, Channel 44, Cambridge, Ohio ("Analog TV Station") and the permittee of digital educational television station WOUC-DT, Channel 35, Cambridge, Ohio ("Digital TV Station");

WHEREAS, Media-Com Television, Inc. is the licensee of low power television station W35AX, Cleveland, Ohio ("W35AX");

WHEREAS, Media-Com television, Inc. desires to convert the presently licensed facilities of W35AX to Class A status and Ohio University desires to consent to such conversion;

NOW, THEREFORE, in consideration of the foregoing and of the mutual premises and covenants contained herein, the parties, intending to be bound legally, agree as follows:

1. Class A TV Station Facilities. Media-Com Television, Inc. is currently the licensee of Low Power Television Station W35AX - Cleveland, Ohio (FCC Low Power Television Broadcast Station License No. BLTTL-19960513JX). Media-Com Television, Inc. also holds a Television Broadcast Station Construction Permit issued by the Federal Communication Commission ("FCC" or "Commission") to modify the W35AX operating facilities (FCC File No. BPTTL-20001116ACR) to comply with the applicable protection requirements to the Digital TV Station and has filed a Class A television license application (File No. BLTTA-20001117ACC) ("Class A License Application") with the FCC to convert the facilities authorized by this construction permit to Class A status. This Class A license application presently remains pending with the FCC. Media-Com Television, Inc. desires to amend this Class A License Application to specify the facilities authorized by FCC Low Power Television Broadcast Station License No. BLTTL-19960513JX ("Amended Class A License Application"), which will result in a certain level of interference to the Digital TV Station.

2. Acceptance of Interference. THREE THOUSAND THREE HUNDRED TWENTY NINE DOLLARS AND TWENTY NINE CENTS 3,329.52 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ohio University hereby agrees to accept any and all interference to the Digital TV Station resulting from the operation of W35AX with the facilities specified in the Amended Class A License Application and provides its consent for W35AX to be granted a Class A license for these facilities in spite of this interference. Further, Ohio University hereby consents to such further modification(s) to W35AX as Media-Com Television, Inc. may request from the FCC, provided that such modification(s) do not increase the level of interference to the Digital TV Station over that which results from the facilities specified in the Amended Class A License Application.

3. FCC Submissions. This Agreement may be filed with the Commission to evidence the parties' agreement as to its terms.


4. Authorization and Binding Obligation. The Parties hereto represent to one another that they each have the power and authority to enter into and carry out this Agreement and that this Agreement constitutes a valid and binding obligation of each of them in accordance with its terms.

5. Assignment and Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their heirs, successors, executors, legal representatives and assigns.


6. Counterparts. This Agreement may be executed in one or more counterparts and shall be binding when it has been executed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement or have caused this Agreement to be executed on their behalf to be effective as of the date first set forth above.

OHIO UNIVERSITY

By: 
Kathy A. Krendl
Dean – College of Communication
of Ohio University

MEDIA-COM TELEVISION, INC.

By: 
William B. Klaus
Vice President