

EXECUTION

INTERFERENCE AGREEMENT

This Interference Agreement (“Agreement”) is entered into as of this ____ day of February, 2005, by and between Mountain Broadcasting Corporation (“MBC”), a New Jersey corporation, and the Nassau County Police Department (“Nassau”), a division of the County of Nassau, New York.

WHEREAS, MBC holds a construction permit issued by the Federal Communications Commission (“FCC” or “Commission”), File No. BPCDT-19991029AFC (the “Construction Permit”), authorizing construction of digital television station WMBC-DT, to operate on Channel 18, transmitting from a location in Sparta, New Jersey (the “Sparta Site”); and

WHEREAS, Nassau holds a license issued by the FCC (Attachment A hereto), pursuant to a waiver granted in a Memorandum Opinion and Order, DA 02-1771 (released July 23, 2002) (hereinafter “NCPD Waiver Order”), authorizing Nassau’s construction and operation of a public safety land mobile radio communications system in Nassau County, New York, using radio frequencies in the 500-506 MHz band adjacent to Channel 18 in the radio spectrum (the “Nassau Land Mobile System”); and

WHEREAS, Nassau sought and obtained authority to operate in the 500-506 MHz band based upon a technical assessment that there would be no interference between the operations of the Nassau Land Mobile System and the WMBC-DT facility authorized in the Construction Permit; and

WHEREAS, the FCC issued a Memorandum Opinion and Order, DA 04-1404 (released June 8, 2004), dismissing a petition for reconsideration of the NCPD Waiver Order filed by MBC, while adding a condition to the NCPD Waiver Order requiring that Nassau cure any interference it causes to reception in Nassau County or Queens County, New York of WMBC-DT over-the-air service transmitting from the Sparta Site; and

WHEREAS, local zoning authorities denied MBC the right to build the facility authorized by the Construction Permit at the Sparta Site and MBC subsequently submitted an application to the FCC, File No. BMPCDT-20040722ADG (the “Relocation Application”), requesting authority to relocate the proposed site of the WMBC-DT transmitter from the Sparta Site to a location in Little Falls, New Jersey (“the Montclair Site”), which is closer to Nassau County than the Sparta Site; and

WHEREAS, Nassau has filed an objection to the Relocation Application based upon its concern that the Montclair Site would not permit interference-free operation between WMBC-DT and the Nassau Land Mobile System;

WHEREAS, Nassau and MBC believe that it would be in the public interest for WMBC-DT to operate from the Montclair Site in a manner that is designed to prevent interference with the Nassau Land Mobile System, and for Nassau to operate without an obligation to correct interference to WMBC-DT reception off-air within Nassau County that would not have occurred if WMBC-DT operated from the Sparta Site; and

WHEREAS, MBC has commissioned its consulting engineers and an equipment manufacturer to develop a custom filter designed to prevent interference to land mobile operations in the 500-506 MHz band, which MBC plans to purchase, install and maintain at its own cost.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth below, MBC and Nassau mutually agree as follows:

- 1) MBC shall amend the Relocation Application to specify the installation of a filter described in Attachment B hereto, which is designed to prevent adjacent channel interference to land mobile operations throughout the WMBC-DT service area. MBC further agrees that, following the grant of the Relocation Application, it will install such filter at the Montclair Site and that MBC will not operate WMBC-DT at the Montclair Site without such filter operating in accordance with the filter design as indicated in Attachment B hereto and as verified in the Initial Measurements of MBC and Nassau as defined below. MBC has provided Nassau with a study of MBC's engineering counsel that shows the design of the filter and that explains why MBC anticipates that the filter will prevent any "Destructive Interference" in the "Protected Area," both as defined in Paragraph 3 below, to Nassau's land mobile radio operations. Nassau's engineering counsel has reviewed MBC's engineering counsel's study and agrees that the proposed filter has been designed to prevent Destructive Interference produced by MBC's transmitter to land mobile radio operations within Nassau County. Upon commencement of operations from the Montclair Site with program test or experimental authority, MBC shall take measurements at the Montclair Site demonstrating that the filter, as installed, operates in accordance with its design as shown on Attachment B hereto. Nassau may also take measurements of the WMBC-DT signal in Nassau County to determine the level of WMBC-DT's out-of-band emissions on Nassau's frequencies within the Protected Area. MBC shall provide Nassau with monthly updates of the status of the construction of the Montclair Site and provide Nassau with notice of the commencement of operations with program test or experimental authority at least sixty (60) days prior to such commencement. Each party may have its own engineer present to participate in any such measurements, and each party shall pay for its own engineer's participation. These measurements shall be known as the Initial Measurements.
- 2) In the event that: (i) future measurements conducted by Nassau demonstrate out-of-band emissions from WMBC-DT within the Protected Area, (ii) such emission levels are in excess of the Initial Measurements, and (iii) if Nassau reasonably believes that the Nassau Land Mobile System is experiencing Destructive Interference from the broadcast signal of WMBC-DT within the Protected Area, notwithstanding the installation of the filter, Nassau shall notify MBC as set out below. Within ten (10) days after MBC's

receipt of notification from Nassau, which shall include the results of any such future measurements, the parties' designated engineering counsel shall discuss the matter with each other, provided that, if Nassau advises that such Destructive Interference creates a potential emergency situation, the parties' engineers shall discuss the matter immediately or as soon as possible. The parties agree that, if Nassau's engineering counsel deems it necessary, they will conduct joint tests to confirm the existence of such Destructive Interference and to determine the cause and extent of such Destructive Interference. Such tests shall be in accordance with the FCC rules and regulations and good engineering practices. Each of the parties shall pay for one-half the cost of any such tests, provided, however, that if the tests demonstrate the existence of Destructive Interference caused by WMBC-DT, then MBC shall pay the full cost of such tests and MBC agrees to cooperate in good faith with Nassau to take immediate steps to address and mitigate such Destructive Interference. In the event that the parties are unable to agree on the steps to address and mitigate any Destructive Interference, Nassau shall be entitled to file a complaint of interference at the FCC.

3) For purposes of this Agreement, Destructive Interference shall be defined as interference to the Nassau Land Mobile System that: (1) renders an otherwise usable radio signal unusable or (2) causes noise of such a level that it renders otherwise intelligible voice communications unintelligible; provided, however, that Destructive Interference will not include any such interference that results solely from the use of land mobile equipment that is not in accordance with industry standards, is antiquated, or is in poor condition. For purposes of this Agreement, the Protected Area of the Nassau Land Mobile System shall be defined as the geographic boundaries of Nassau County, excluding the portion of Nassau County that would be covered by the predicted contour of WMBC-DT from the Sparta Site as set out in Attachment C hereto. The parties expressly acknowledge that to the extent any future measurements exceed the Initial Measurements, such result does not, in and of itself, constitute Destructive Interference.

4) MBC agrees that, within five (5) days after MBC submits the amendment to its Relocation Application described in Paragraph (1) above, Nassau shall notify the FCC that it is withdrawing its objection to the Relocation Application, and file any necessary declaration or other documentation in support of such action. Thereafter, Nassau and its agents and representatives shall not take any action that shall oppose, prevent or delay the grant of the Relocation Application or support, assist or aid any other opposition to the Relocation Application.

5) MBC agrees that Nassau shall have no obligation to correct interference to reception of WMBC-DT transmissions off air from the Montclair Site within Nassau County except to the extent that such reception and such interference would have occurred if WMBC-DT operated from the Sparta Site with the facilities authorized in the Construction Permit. For purposes of this requirement, interference will be deemed to have occurred if WMBC-DT operated from the Sparta Site if such interference falls within the signal coverage contour predicted from the Sparta site, which is attached hereto as Attachment C. MBC shall be entitled to the same rights and Nassau shall have

the same obligations in that regard as now exist pursuant to the NCPD Waiver Order, as amended on reconsideration.

6) Following FCC grant of the Relocation Application, each party agrees that it shall notify the other party of any application that it files at the FCC to make material modifications to its authorized facility (for example, any application by MBC to increase power or expand the predicted service area of WMBC-DT or any application by Nassau to modify the facility of its Land Mobile System to expand its service area). If such proposed new facility is reasonably likely to result in a net increase in interference to the other party's facility, then that other party shall be entitled to object to that application at the FCC without violation of this Agreement.

7) This Agreement shall terminate without further obligation by either party hereunder in the event that the FCC denies the Relocation Application.

8) This Agreement may be executed in counterparts and each such counterpart shall be deemed to be an original, and together shall be deemed to constitute one instrument. Any counterpart signature page may be delivered to the other party by electronic means (e.g., facsimile or pdf file).

9) All notices, requests, demands and other communications under this agreement shall be in writing and delivered by overnight, private commercial delivery service or by certified or registered United States mail, postage prepaid, addressed as follows:

If to Nassau:

Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501
Attn: Commanding Officer, Communications Bureau

With copy to (which shall not constitute notice to Nassau):

Robert M. Gurss, Esq.
Fletcher, Heald & Hildreth, Plc
1300 North 17th Street
11th Floor
Arlington, VA 22209

If to MBC:

Mountain Broadcasting Corporation
99 Clinton Road
West Caldwell, NJ 07006
Attn: Sun Young Joo

With copy to (which shall not constitute notice to MBC):

Arthur H. Harding, Esq.
Fleischman and Walsh, LLP
1919 Pennsylvania Ave., NW – Suite 600
Washington, D.C. 20006

Or such other address as either party may specify in writing to the other.

- 10) Except as otherwise provided herein, each party shall pay its own costs and expenses, including the fees of its attorneys and engineering consultants, in the negotiation, preparation and performance of this Agreement.
- 11) This Agreement shall constitute the entire agreement between the parties hereto with regard to the matters contained herein. No waiver or modification of this Agreement shall be effective unless made in writing and signed by the parties hereto.
- 12) This Agreement shall be binding on the parties hereto and their respective successors and assigns. MBC may assign its rights and obligations hereunder to any party acquiring control of MBC or the assets of WMBC-DT.
- 13) Each party hereto represents and warrants that it has full authority to enter into this Agreement, that it will be legally bound by this Agreement, and that the individual signing this Agreement on its behalf has full authority to bind that party. Without limiting the foregoing, Nassau represents and warrants to MBC that it has taken all necessary measures and obtained all necessary approvals necessary from Nassau County and the State of New York to enter into this Agreement and be fully and legally bound by it.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed as of the date set out above.

Nassau County Police Department

By: _____
Name: James H. Lawrence
Title: Commissioner of Police

Nassau County

By: _____
Name: Timothy Driscoll
Title: Deputy County Executive

Mountain Broadcasting Corporation

By: _____
Name: Sun Young Joo
Title: Chief Executive Officer

170537.1

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Mountain Broadcasting Corporation

By: _____
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ATTACHMENT A

AUTHORIZED NASSAU LAND MOBILE SYSTEM
(FCC License Attached)

**Federal Communications Commission
Wireless Telecommunications Bureau**

Radio Station Authorization (Reference Copy)

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: NASSAU COUNTY OF POLICE DEPARTMENT

ATTN NASSAU COUNTY POLICE DEPARTMENT COM
NASSAU COUNTY OF POLICE DEPARTMENT
1490 FRANKLIN AVENUE
MINEOLA, NY 11501

FCC Registration Number (FRN): 0004502126	
Call Sign: WPVS875	File Number:
Radio Service: YW - Public Safety Pool, Trunked	
Regulatory Status: PMRS	
Frequency Coordination Number:	

Grant Date 08/13/2002	Effective Date 05/11/2004	Expiration Date 08/13/2012	Print Date 02/10/2005
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1 Address: 2201 HEMPSTEAD TURNPIKE NASSAU UNIVERSITY MEDICAL CENTER HOSPITAL

City: EAST MEADOW	County: NASSAU	State: NY
Lat (NAD83): 40-43-34.4 N	Long (NAD83): 073-33-15.0 W	ASR No.:
Ground Elev: 24.0		

Loc. 2 Address: HARBOR HILL ROAD

City: EAST HILLS	County: NASSAU	State: NY
Lat (NAD83): 40-47-50.0 N	Long (NAD83): 073-37-47.3 W	ASR No.:
Ground Elev: 91.0		

Loc. 3 Address: 125 CONVENT ROAD

City: SYOSSET	County: NASSAU	State: NY
Lat (NAD83): 40-49-19.0 N	Long (NAD83): 073-28-46.0 W	ASR No.: 1006408
Ground Elev: 79.5		

Loc. 4 Address: MIRIAM PARKWAY & STUYVESANT ST

City: ELMONT	County: NASSAU	State: NY
Lat (NAD83): 40-41-25.0 N	Long (NAD83): 073-42-10.0 W	ASR No.:
Ground Elev: 16.0		

Loc. 5 Area of Operation

Countywide

County:	State:
NASSAU	NY

Antennas

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emmission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	500.01250	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.03750	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006

1	1	500.06250	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.08750	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.11250	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.13750	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.16250	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.18750	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.21250	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.23750	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.26250	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.28750	FB2	1	0	20K0F1D	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.45000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.47500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.52500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.65000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.72500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.77500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.87500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.95000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	500.97500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.00000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.05000	FB2	1	0	11K3F3E 11K3F1D 11K3F1E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.07500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.12500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.35000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006

1	1	501.37500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.41250	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.62500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.65000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.72500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	501.85000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	502.20000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	502.40000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	502.50000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	502.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	502.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
1	1	502.82500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	90.0	90.0	02/28/2006
2	1	500.01250	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.03750	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.06250	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.08750	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.11250	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.13750	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
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2	1	500.21250	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.23750	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.26250	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.28750	FB2	1	0	20K0F1D	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.45000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	57.0	57.0	02/28/2006
2	1	500.47500	FB2	1	0	11K3F1D	100.000	100.000	57.0	57.0	02/28/2006

							11K3F1E 11K3F3E				
2	1	500.52500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	500.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	500.65000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	500.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	500.72500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	500.77500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	500.87500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	500.95000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	500.97500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.00000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.05000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.07500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.12500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.35000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.37500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.41250	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.62500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.65000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.70000	FB2	1	0	11K3F3E 11K3F1D	100.000 100.000 57.0	57.0	02/28/2006		

							11K3F1E				
2	1	501.72500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	501.85000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	502.20000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	502.40000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	502.50000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	502.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	502.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
2	1	502.82500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 57.0	57.0	02/28/2006		
3	1	500.01250	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.03750	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.06250	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.08750	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.11250	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.13750	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.16250	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.18750	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.21250	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.23750	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.26250	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.28750	FB2	1	0	20K0F1D	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.45000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.47500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.52500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.65000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 87.7	87.7	02/28/2006		
3	1	500.72500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 87.7	87.7	02/28/2006		

3	1	500.77500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	500.87500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	500.95000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	500.97500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.00000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.05000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.07500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.12500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.35000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.37500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.41250	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.62500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.65000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.72500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	501.85000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	502.20000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	502.40000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	502.50000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	87.7	87.7	02/28/2006
3	1	502.55000	FB2	1	0	11K3F1D	100.000	100.000	87.7	87.7	02/28/2006

							11K3F1E 11K3F3E				
3	1	502.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 87.7	87.7	02/28/2006		
3	1	502.82500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 87.7	87.7	02/28/2006		
4	1	500.01250	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.03750	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.06250	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.08750	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.11250	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.13750	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.16250	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.18750	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.21250	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.23750	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.26250	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.28750	FB2	1	0	20K0F1D	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.45000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.47500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.52500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.65000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.72500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.77500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.87500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.95000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	500.97500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	501.00000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000 100.000 63.0	63.0	02/28/2006		
4	1	501.05000	FB2	1	0	11K3F1D 11K3F1E	100.000 100.000 63.0	63.0	02/28/2006		

							11K3F3E				
4	1	501.07500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.12500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.35000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.37500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.41250	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.62500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.65000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.72500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	501.85000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	502.20000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	502.40000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	502.50000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	502.55000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	502.70000	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
4	1	502.82500	FB2	1	0	11K3F1D 11K3F1E 11K3F3E	100.000	100.000	63.0	63.0	02/28/2006
5	1	500.57500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000			10/31/2007
5	1	500.80000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000			10/31/2007
5	1	501.02500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000			10/31/2007

5	1	501.52500	MO	6000	0	11K3F3E 11K3F1D 11K3F1E	20.000	20.000	10/31/2007
5	1	501.90000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.01250	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.03750	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.06250	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.08750	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.11250	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.13750	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.16250	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.18750	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.21250	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.23750	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.26250	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.28750	MO	700	0	20K0F1D	25.000	25.000	10/31/2007
5	1	503.45000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.47500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.52500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.55000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.57500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.65000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.70000	MO	6000	0	11K3F1E 11K3F3E 11K3F1D	20.000	20.000	10/31/2007
5	1	503.72500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.77500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.80000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.87500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.90000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.95000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	503.97500	MO	6000	0	11K3F1D	20.000	20.000	10/31/2007

						11K3F1E 11K3F3E			
5	1	504.00000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.02500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.05000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.07500	MO	6000	0	11K3F1E 11K3F3E 11K3F1D	20.000	20.000	10/31/2007
5	1	504.12500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.35000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.37500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.41250	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.52500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.55000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.62500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.65000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.70000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.72500	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	504.85000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	505.20000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	505.40000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	505.50000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	505.55000	MO	6000	0	11K3F1D 11K3F1E 11K3F3E	20.000	20.000	10/31/2007
5	1	505.70000	MO	6000	0	11K3F1D 11K3F1E	20.000	20.000	10/31/2007

					11K3F3E				
5	1	505.82500	MO	6000	0	11K3F1D	20.000	20.000	10/31/2007
						11K3F1E			
						11K3F3E			

Control Points Pt. No.1**Address:** 1490 FRANKLIN AVENUE**City:** MINEOLA **County:** **State:** NY **Telephone Number:** (516)573-7600**Associated Call Signs**

None

Waivers/Conditions

Waiver granted to Nassau County Police Department in accordance with Memorandum Opinion and Order DA 02-1771 released July 23, 2002.

Conditions

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.

FCC 601 - LM
July 2002[CLOSE WINDOW](#)

ATTACHMENT B

DESCRIPTION OF PROPOSED MBC FILTER

Description of MBC Filter

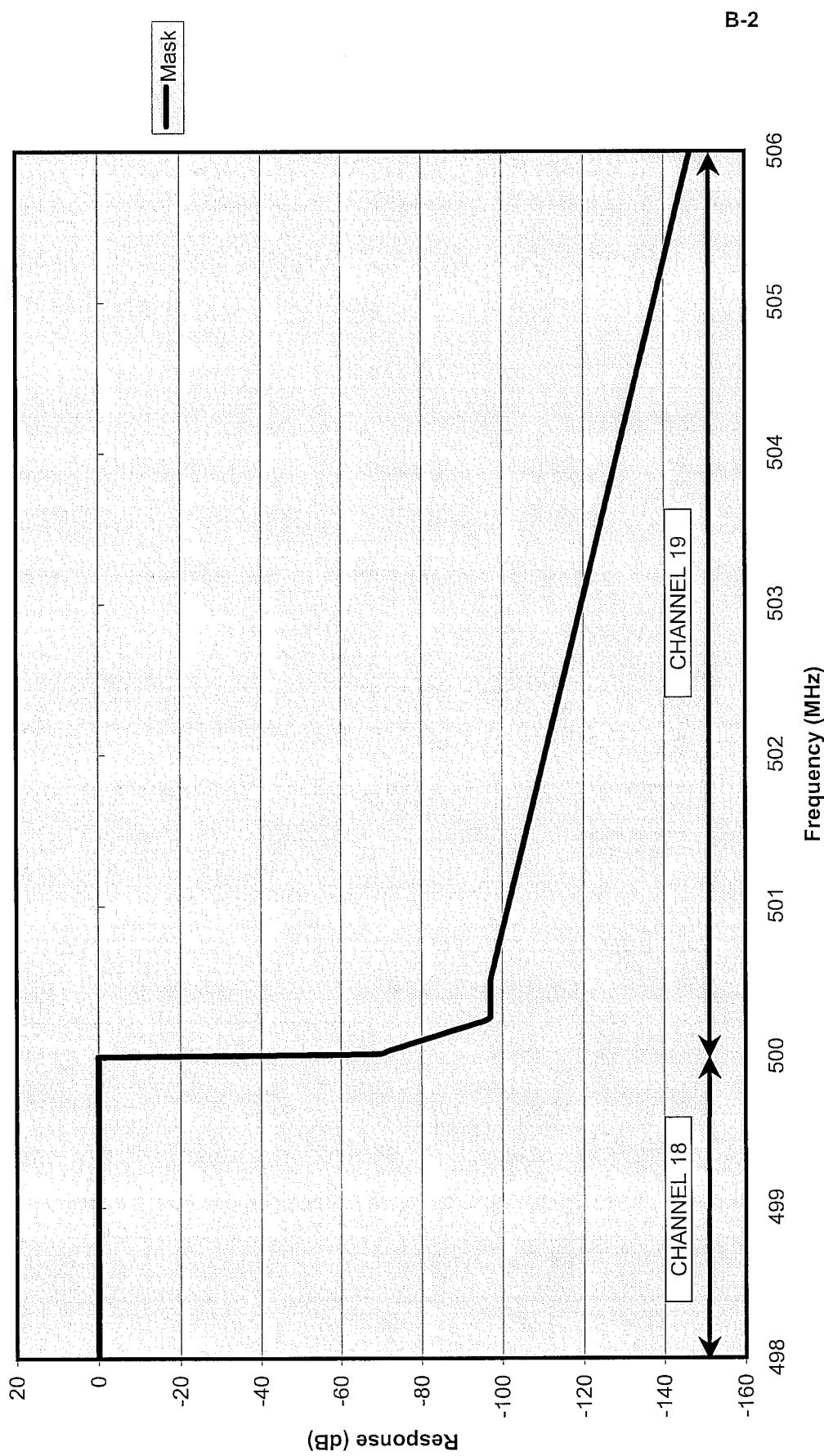
MBC will install a filter such that the total out-of-band response of the WMBC-DT transmissions in the frequency range from 500 MHz to 506 MHz shall meet or exceed the Emissions Mask described as follows:

<u>Frequency (f)</u>	<u>Emissions Mask*</u>
500 to 500.25 MHz	-67-120(f-500)
500.25 to 500.50 MHz	-97
500.50 to 506.00 MHz	-92.5 – 9(f-500)

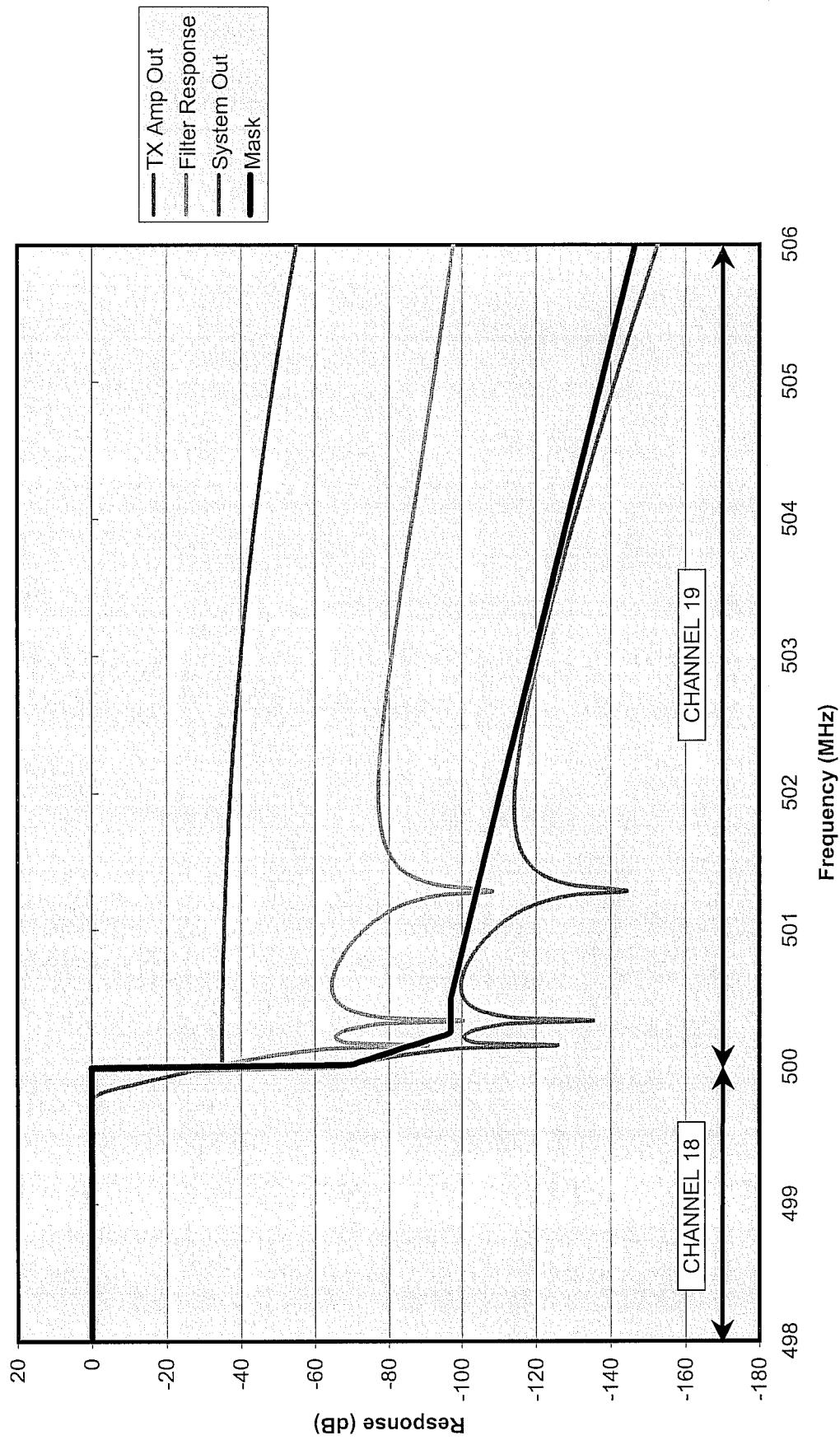
*Values in dB relative to the WMBC-DT average transmitted power within channel 18 (494 to 500 MHz) based on a measurement bandwidth of 500 kHz; f in MHz.

The Emissions Mask is shown in graphical form on Sheet B-2. The calculated response for the proposed filter is shown in graphical form on Sheet B-3.

WMMBC-DT Channel 19 Mask

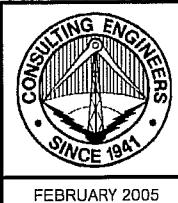


WMBC-DT Channel 19
Calculated Response

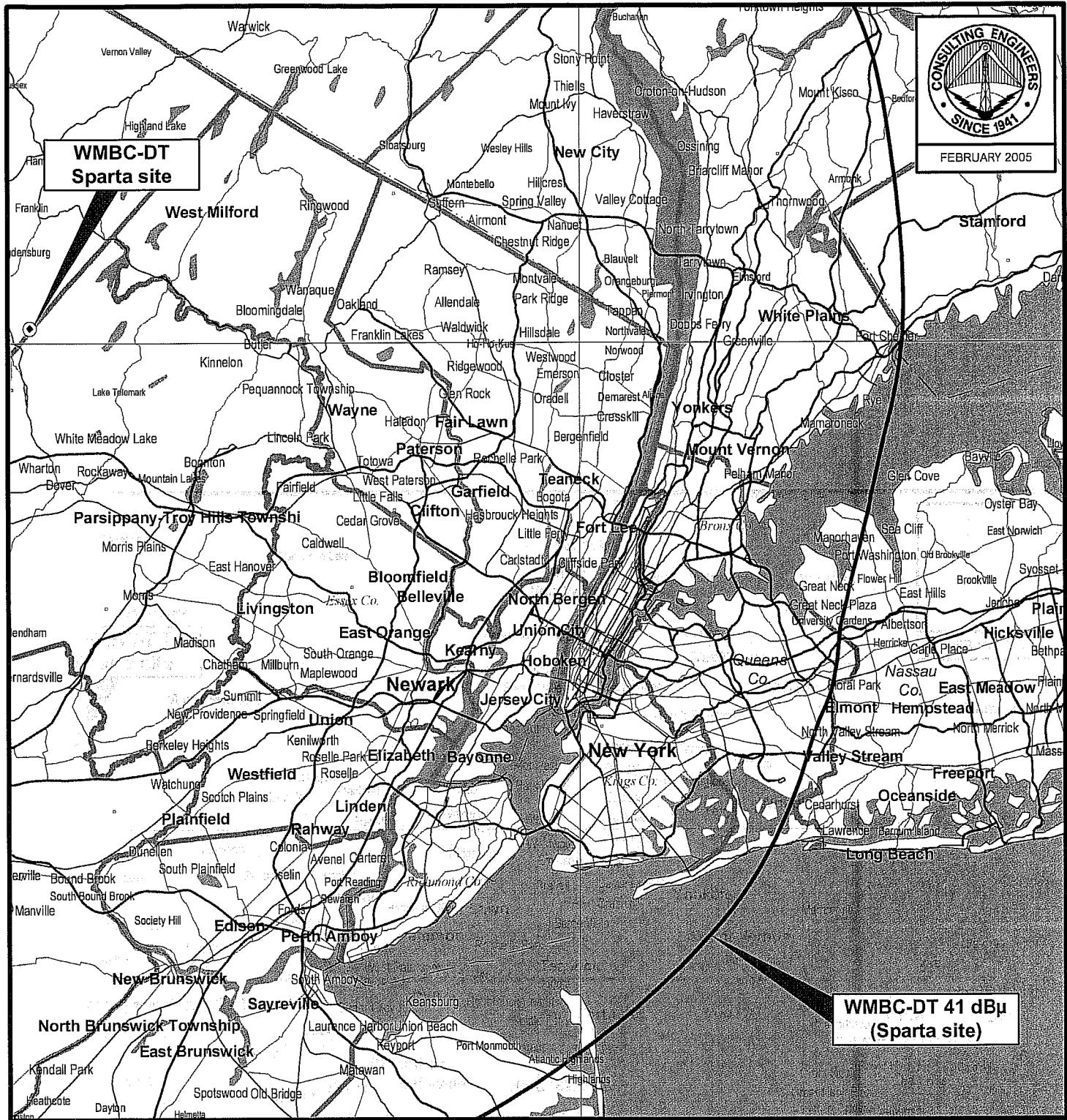


ATTACHMENT C

CURRENTLY AUTHORIZED WMBC-DT SERVICE AREA



FEBRUARY 2005



10 0 10 20 30 40 miles
10 0 10 20 30 40 50 kilometers

PREDICTED COVERAGE FROM SPARTA SITE

TELEVISION STATION WMBC-DT
NEWTON, NEW JERSEY
CH 18 95 KW 333 M

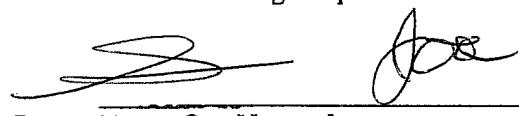
du Treil, Lundin & Rackley, Inc. Sarasota, Florida

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties
hereto have caused this Agreement to be executed as of the date set out above.

Nassau County Police Department

By: _____
Title:

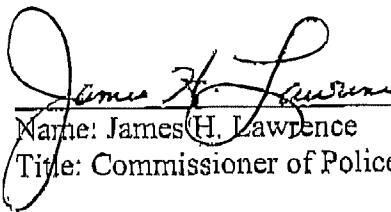
Mountain Broadcasting Corporation


By: _____ Name: Sun Young Joo
Title: Chief Executive Officer

170537.1

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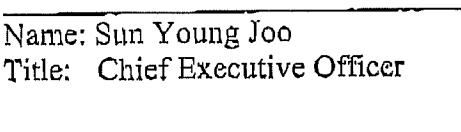
Nassau County Police Department

By: 
Name: James H. Lawrence
Title: Commissioner of Police

Nassau County

By: 
Name: Timothy Driscoll
Title: Deputy County Executive

Mountain Broadcasting Corporation

By: 
Name: Sun Young Joo
Title: Chief Executive Officer

170537.1