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July 1, 2009

VIA HAND DELIVERY

Mr. Marlene Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

**Re: BPCDT-20090414 ABW (WMBC-TV)
BDFCDTA-20090512 AAT (WEBR-CA)**

Dear Ms. Dortch:

As requested by Joyce Bernstein of the Media Bureau, I am submitting an executed Settlement Agreement and associated Declarations between Mountain Broadcasting Corporation ("Mountain"), licensee of WMBC-TV, Newton, NJ, Facility Number 43952 and K Licensee, Inc., licensee of WEBR-CA, Manhattan, New York, Facility Number 67866. These documents are being filed concurrently as an amendment to WMBC-TV's application described herein.

The Settlement Agreement is being filed to resolve a potential conflict between WMBC-TV's currently pending application for a minor change in its licensed facility to construct a DTS system, File Number BPCDT-20090414ABW and WEBR-CA's granted application for a digital flash cut, File Number BDFCDTA-20090512AAT. It is the parties understanding and desire that this Settlement Agreement will enable the Commission to grant WMBC-TV's DTS application no later than July 2, 2009.

Should there be additional questions regarding this matter, kindly communicate with the undersigned.

Very truly yours,

A handwritten signature in blue ink that reads 'Arthur H. Harding'.

Arthur H. Harding
Counsel for Mountain Broadcasting Corp.

cc: Robert Ratcliffe (via email)
Joyce Bernstein (via email)
Barbara Kreisman (via email)

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Hossein Hashemzadeh (via email)
Clay Pendarvis (via email)
Erwin G. Krasnow, Esq. (via email)

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AGREEMENT

This Agreement entered into this 30th day of June, 2009.

BETWEEN

K Licensee, Inc. (“KLI”), a New York corporation, having an address at 136-56 39th Avenue, Fourth Floor, Flushing, New York.

AND

Mountain Broadcasting Corporation (“MBC”), a New Jersey corporation, having an address at 99 Clinton Road, West Caldwell, New Jersey, each referred to as a “Party” and collectively as the “Parties.”

Regarding, the Parties’ efforts and intention to use radio frequencies as applied for with the Federal Communications Commission (“FCC”) in a manner that permits both Parties’ applications to be granted and both Parties’ operations to coexist.

WITNESSETH

WHEREAS, MBC is licensed by the FCC to operate full power digital television station WMBC-TV, Facility ID Number 43952, which is licensed to Newton, New Jersey;

WHEREAS, WMBC-TV operates on Channel 18 from a transmitter site that is located in Montclair, New Jersey;

WHEREAS, MBC filed an application (the “WMBC Application”) with the FCC on April 14, 2009, which was accepted for filing on April 22, 2009 and is currently pending before the FCC, for a minor change in its licensed facility to construct a DTS system, File Number BPCDT-20090414ABW;

WHEREAS, KLI is licensed by the FCC to operate a UHF Class A television station, WEBR-CA, Facility Number 67866, which is licensed to Manhattan, New York;

WHEREAS, WEBR-CA operates on Channel 17 from a transmitter site that is located in New York City, New York;

WHEREAS, WEBR-CA filed an application (the “WEBR Application”) with the FCC on May 12, 2009, which was accepted for filing on May 13, 2009 and was granted on June 1, 2009, for a digital flash cut, File Number BDFCDTA-20090512AAT;

WHEREAS, the grant of the WEBR Application could delay or prevent the FCC from granting the WMBC Application depending on the FCC’s interpretation of its interference and filing priority rules; and

WHEREAS, MBC seeks KLI’s concurrence to the approval by the FCC of the WMBC Application;

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein together with other good and valuable consideration, the Parties agree as follows:

1. KLI agrees that WEBR-CA will accept, and MBC will have no obligation to cure, any interference resulting from WMBC-TV's operations on digital Channel 18 including, but not limited to:

(a) WMBC-TV's currently authorized facilities;

(b) The WMBC Application;

(c) Any future applications for DTS facilities for WMBC-TV that comply with Section 73.626(f)(2) of the FCC's rules.

2. KLI will endeavor to file a displacement application for WEBR-CA to operate on a new channel. MBC will not oppose such an application so long as the new channel applied for is not on Channel 18 or an adjacent channel. MBC retains the right to oppose any application by WEBR-CA to modify its facilities on Channel 17, but shall not oppose on interference grounds if such modification would reduce the predicted interference to WMBC-TV.

3. The Parties will jointly contact the FCC's Media Bureau as soon as possible to seek assurances that the terms outlined herein are acceptable.

4. In the event that, on or before July 2, 2009, the FCC fails to grant the WMBC Application, or if such grant fails to expressly acknowledge the effectiveness of KLI's agreement to accept any interference from WMBC-TV to WEBR-CA in accordance with the terms of this Agreement, this Agreement shall become null and void and MBC will remain free to seek reconsideration of the WEBR-CA Application.

5. Notwithstanding paragraph 4, MBC will not seek reconsideration of the WEBR Application so long as all of the conditions of this Agreement are satisfied.

6. KLI agrees to serve any future modification applications for WEBR-CA's flashcut facilities on counsel for MBC as listed in paragraph 9 below.

7. KLI consents to the filing of this Agreement at the FCC by MBC.

8. Each Party represents that it has authority to enter into this Agreement.

9. All notices under this Agreement shall be in writing and delivered by overnight service or by certified or registered United States mail, addressed to the following:

As to KLI:

Young Kwon, President
K Licensee, Inc.
136-56 39th Avenue, Fourth Floor
Flushing, New York 11354

With a copy that shall not constitute notice to:

Erwin G. Krasnow, Esquire
Garvey Schubert Barer
1000 Potomac Street, N.W.
Washington, D.C. 20007

As to MBC:

Joon S. Joo, President
Mountain Broadcasting Corporation
99 Clinton Road
West Caldwell, New Jersey 07006

With a copy that shall not constitute notice to:

Arthur H. Harding, Esquire
Fleischman and Harding LLP
1255 23rd Street, N.W.
Eighth Floor
Washington, D.C. 20037

10. This Agreement may be executed in counterparts and each such counterpart shall be deemed to be an original and together shall be deemed to be one instrument. Any counterpart signature may be delivered to the other party by electronic means.

11. This Agreement may not be amended or modified, nor may any obligation be waived orally, and no such amendment, modification or waiver shall be effective for any purpose, unless it is in writing and signed by the Party against whom enforcement thereof is sought.

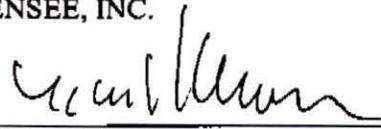
12. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

13. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey and shall be construed as though entered into by and between New Jersey residents in New Jersey.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

K LICENSEE, INC.

By:



Young Kwon
President

MOUNTAIN BROADCASTING CORPORATION

By:

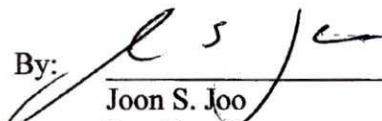
Joon S. Joo
President

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

K LICENSEE, INC.

By: _____
Young Kwon
President

MOUNTAIN BROADCASTING CORPORATION

By:  _____
Joon S. Joo
President

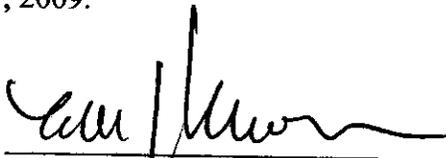
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DECLARATION

I, Young Kwon, under penalty of perjury and pursuant to Section 1.16 of the Commission's Rules, 47 C.F.R. § 1.16, do hereby declare that:

1. I am President of K Licensee, Inc., ("Applicant") an applicant for a digital flash cut for WEBR-CA, Manhattan, New York, Facility ID No. 67866, File No. BDFCDTA-20090512AAT (hereinafter the "Application"), granted by the FCC on June 1, 2009.
2. The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources and allowing for the grant of potentially conflicting application BPCDT-20090414ABW, filed by Mountain Broadcasting Corporation for WMBC-TV, Newton, New Jersey, Facility ID No. 43952.
3. The Application was not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal or withdrawal of the Application.
4. The Settlement Agreement is the only agreement, written or oral, in connection with this matter.
5. Neither the applicants nor their principals have received nor been promised any money or other consideration in connection with entering the Settlement Agreement.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief. Executed this 1st day of July, 2009.



Young Kwon

DECLARATION

I, Joon S. Joo, under penalty of perjury and pursuant to Section 1.16 of the Commission's Rules, 47 C.F.R. § 1.16, do hereby declare that:

1. I am President of Mountain Broadcasting Corporation, ("Applicant") an applicant for a minor change in a licensed facility to construct a DTS system for WMBC-TV, Newton, New Jersey, Facility ID No. 43952, File No. BPCDT-20090414ABW (hereinafter the "Application"), currently pending before the FCC.

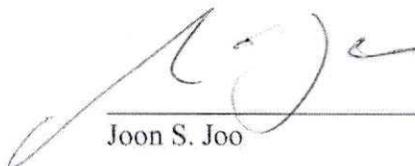
2. The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources and resolving a potential conflict with an application for a digital flash cut, filed by K Licensee, Inc. for WEBR-CA, Manhattan, New York, Facility ID No. 67866, File No. BDFCDTA-20090512AAT and allowing for the grant of the Application.

3. The Application was not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal or withdrawal of the Application.

4. The Settlement Agreement is the only agreement, written or oral, in connection with this matter.

5. Neither the applicants nor their principals have received nor been promised any money or other consideration in connection with entering the Settlement Agreement.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief. Executed this 1st day of July, 2009.



Joon S. Joo