

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT (the "Agreement") is made as of January 21st, 2010, between WGAL Hearst Television Inc. ("Hearst") and Sonshine Family Television, Inc. ("Sonshine").

1. Hearst is the licensee of digital television broadcast station WGAL(DT), Lancaster, Pennsylvania, and is authorized by the Federal Communications Commission ("FCC") under program test authority to operate its post-transition digital facility on VHF Channel 8 with 14.1 kW effective radiated power ("ERP") pursuant to its construction permit in FCC File Number BPCDT-20090710AKB (Hearst's digital license application for this facility is pending in FCC File Number BLCDT-20090804ABL). Hearst is seeking to increase WGAL's ERP from 14.1 kW to 32.2 kW pursuant to FCC File Number BPCDT-20100111AER (the "WGAL 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 BLCDT-20060609AAH. Sonshine is seeking to change WBPH-TV's transmitter location, antenna height above average terrain, antenna pattern, and to increase WBPH-TV's ERP from 3.2 kW to 80.6 kW pursuant to FCC File Number BMPCDT-20100105AAH (the "WBPH-TV Proposed Facility").

3. Hearst and Sonshine desire to construct the respective WGAL 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 WGAL 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 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. Hearst and Sonshine project that the proposed power increases in their respective applications for the WGAL Proposed Facility and the WBPH-TV Proposed Facility will result in substantial improvement to viewers' reception of WGAL and WBPH-TV.

4. The WGAL Proposed Facility and the WBPH-TV Proposed Facility are predicted to cause reciprocal 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 Hearst 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, Sonshine hereby agrees that WBPH-TV will accept up to 1.06% new interference from WGAL, and Sonshine hereby consents to the grant of WGAL's Proposed Facility as an important step toward solving the significant reception problems faced by WGAL's viewers; and similarly, Hearst hereby agrees that WGAL will accept up to 1.06% new interference from WBPH-TV, and Hearst 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.

5. Each of Sonshine and Hearst 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 Hearst 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.


6. 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 New York 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.

WGAL HEARST TELEVISION INC.

By:


Name: David J. Barrett

Title: President & CEO

SONSHINE FAMILY TELEVISION, INC.

By:

 1/21/10
Name: Daniel P. Huber

Title: VP Engineering