

INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement ("Agreement") is entered into as of January 9, 2012 (the "Effective Date") by and among American Broadcasting Companies, Inc. ("ABC"), WBNG License, Inc. ("WBNG License"), United Communications Corporation ("United"), and Newport Television License, LLC ("Newport").

RECITALS

A. Each of the parties to this Agreement operates a digital television broadcast station on VHF channel 7 in the state of New York. Each party has received numerous complaints from viewers who have experienced difficulty receiving the signals of the parties' respective stations, as compared with the reception to which those viewers had been accustomed when the parties were operating with their former analog facilities.

B. The parties recognize that through mutual power increases, each of several co-channel stations can improve signal propagation without producing substantial amounts of mutually destructive interference. It is therefore anticipated that, by implementation of this Agreement, each party to this Agreement will improve service to the vast majority of viewers in its respective market by increasing signal strength, while causing only negligible amounts of interference to reception of other stations. Accordingly, the parties believe that this Agreement is in the public interest.

C. All interference percentages set forth below in this Agreement consider 2000 Census data as employed by the FCC's interference software in use at the time of this Agreement.

1. **WABC Digital Operations.** ABC, the licensee of full-power commercial digital television broadcast station WABC-TV, New York, New York (FCC Facility ID No. 1328, "WABC"), is authorized to operate on channel 7 at an effective radiated power ("ERP") of 26.9 kW with its existing antenna at 405 meters height above average terrain ("HAAT") (File No. BLCDDT-20110503ACF, the "WABC Licensed Facility"). Upon receipt of the requisite consent of the Federal Communications Commission ("FCC"), ABC proposes to increase the ERP of WABC to 34 kW with its existing antenna at 405 meters HAAT (the "WABC Modified Facility" and, collectively with the WABC Licensed Facility, the "WABC Channel 7 Facilities").
2. **WBNG Digital Operations.** WBNG License, the licensee of full-power commercial digital television broadcast station WBNG-TV, Binghamton, New York (FCC Facility ID No. 23337, "WBNG"), is authorized to operate on channel 7 at 20.4 kW ERP with its existing antenna at 342 meters HAAT (File No. BLCDDT-20060329ACH, the "WBNG Licensed Facility"). Upon receipt of the necessary FCC consent, WBNG License proposes to increase the ERP of WBNG to 34 kW with its existing antenna at 342 meters HAAT (the "WBNG Modified Facility" and, collectively with the WBNG Licensed Facility, the "WBNG Channel 7 Facilities").

3. **WWNY Digital Operations.** United, the licensee of full-power commercial digital television broadcast station WWNY-TV, Carthage, New York (FCC Facility ID No. 68851, "WWNY"), is authorized to operate on channel 7 at 24.9 kW ERP with its existing antenna at 219 meters HAAT (File No. BLCDDT-20090620AGM) ("WWNY Licensed Facility"). Upon receipt of the necessary FCC consent, United proposes to increase the ERP of WWNY to 34 kW with its existing antenna at 219 meters HAAT ("WWNY Modified Facility"). United proposes in the future to increase the ERP for WWNY to 42 kW using its existing antenna at 219 meters HAAT (the "WWNY 42 kW Facility" and, collectively with the WWNY Licensed Facility and the WWNY Modified Facility, the "WWNY Channel 7 Facilities").
4. **WXXA Digital Operations.** Newport, the licensee of full-power commercial digital television broadcast station WXXA-TV, Albany, New York (FCC Facility ID No. 11970) ("WXXA"), is authorized to operate on channel 7 at 10 kW ERP with its existing antenna at 434 meters HAAT (File No. BLCDDT-20051222AAQ) ("WXXA Licensed Facility"). Upon receipt of the necessary FCC consent, Newport proposes to increase the ERP of WXXA to 15 kW with its existing antenna at 434 meters HAAT (the "WXXA Modified Facility" and, collectively with the WXXA Licensed Facility, the "WXXA Channel 7 Facilities").
5. **WABC-WBNG Interference and Agreements.**
 - (a) Using Appendix B facilities as the baseline for calculation, the parties have determined that the WABC Modified Facility will result in additional interference to 0.6% and 0.8% of the total population served by the WBNG Licensed Facility and the WBNG Modified Facility, respectively. ABC seeks WBNG License's agreement to accept the additional interference resulting from the WABC Modified Facility to the WBNG Channel 7 Facilities as specified herein. WBNG License hereby acknowledges and agrees to accept the additional interference resulting from the WABC Modified Facility to the WBNG Channel 7 Facilities as specified herein.
 - (b) Using Appendix B facilities as the baseline for calculation, the parties have determined that the WBNG Modified Facility will result in additional interference to less than 0.5% of the total population served by either the WABC Licensed Facility or the WABC Modified Facility. WBNG License seeks ABC's agreement to accept the additional interference resulting from the WBNG Modified Facility to the WABC Channel 7 Facilities as specified herein. ABC hereby acknowledges and agrees to accept the additional interference resulting from the WBNG Modified Facility to the WABC Channel 7 Facilities as specified herein.
6. **WABC-WWNY Interference and Agreements.**
 - (a) Using Appendix B facilities as the baseline for calculation, the parties have determined that the WABC Modified Facility will not result in any additional interference to the total population served by the WWNY Licensed Facility or the WWNY Modified Facility. ABC seeks United's agreement to support grant of the WABC Modified Facility as

specified herein. United hereby acknowledges and supports grant of the WABC Modified Facility as specified herein.

- (b) Using Appendix B facilities as the baseline for calculation, the parties have determined that the WWNY Modified Facility and the WWNY 42 kW Facility will not result in any additional interference to the total population served by either the WABC Licensed Facility, the WABC Modified Facility or the WWNY 42 kW Facility. United seeks ABC's agreement to support grant of the WWNY Modified Facility as specified herein. ABC hereby acknowledges and supports grant of the WWNY Modified Facility and the WWNY 42 kW Facility as specified herein.

7. WABC-WXXA Interference and Agreements

- (a) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WABC Modified Facility will result in additional interference to 0.7% and 0.75% of the total population served by the WXXA Licensed Facility and the WXXA Modified Facility, respectively. ABC seeks Newport's agreement to accept the additional interference resulting from the WABC Modified Facility to the WXXA Channel 7 Facilities as specified herein. Newport hereby acknowledges and agrees to accept the additional interference resulting from the WABC Modified Facility to the WXXA Channel 7 Facilities as specified herein.
- (b) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WXXA Modified Facility will result in additional interference to less than 0.5% of the total population served by either the WABC Licensed Facility or the WABC Modified Facility. Newport seeks ABC's agreement to accept the additional interference resulting from the WXXA Modified Facility to the WABC Channel 7 Facilities as specified herein. ABC acknowledges and agrees to accept the additional interference resulting from the WXXA Modified Facility to the WABC Channel 7 Facilities as specified herein.

8. WBNG-WXXA Interference and Agreements

- (a) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WBNG Modified Facility will result in additional interference to less than 0.5% of the total population served by either the WXXA Licensed Facility or the WXXA Modified Facility. WBNG License seeks Newport's agreement to accept the additional interference resulting from the WBNG Modified Facility to the WXXA Channel 7 Facilities as specified herein. Newport hereby acknowledges and agrees to accept the additional interference resulting from the WBNG Modified Facility to the WXXA Channel 7 Facilities as specified herein.
- (b) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WXXA Modified Facility will result in additional interference to less than 0.5% of the total population served by either the WBNG Licensed Facility or the WBNG Modified Facility. Newport seeks WBNG License's agreement to accept the additional interference resulting from the WXXA Modified Facility to the WBNG

Channel 7 Facilities as specified herein. WBNG License hereby acknowledges and agrees to accept the additional interference resulting from the WXXA Modified Facility to the WBNG Channel 7 Facilities as specified herein.

9. WBNG-WWNY Interference and Agreements

- (a) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WBNG Modified Facility will result in additional interference to 1.0% and 1.6% of the total population served by the WWNY Licensed Facility and the WWNY Modified Facility, respectively. WBNG License seeks United's agreement to accept the additional interference resulting from the WBNG Modified Facility to the WWNY Channel 7 Facilities as specified herein. United hereby acknowledges and agrees to accept the additional interference resulting from the WBNG Modified Facility to the WWNY Channel 7 Facilities as specified herein.
- (b) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WBNG Modified Facility will result in additional interference to 1.0% and 2.3% of the total population served by the WWNY Licensed Facility and the WWNY 42 kW Facility, respectively. WBNG License seeks United's agreement to accept the additional interference resulting from the WBNG Modified Facility to the WWNY Channel 7 Facilities as specified herein. United hereby acknowledges and agrees to accept the additional interference resulting from the WBNG Modified Facility to the WWNY Channel 7 Facilities as specified herein.
- (c) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WWNY Modified Facility will result in additional interference to 0.9% and 1.1% of the total population served by the WBNG Licensed Facility and the WBNG Modified Facility, respectively. United seeks WBNG License's agreement to accept the additional interference resulting from the WWNY Modified Facility to the WBNG Channel 7 Facilities as specified herein. WBNG License hereby acknowledges and agrees to accept the additional interference resulting from the WWNY Modified Facility to the WBNG Channel 7 Facilities as specified herein.
- (d) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WWNY 42 kW Facility will result in additional interference to 0.9% and 1.1% of the total population served by the WBNG Licensed Facility and the WBNG Modified Facility, respectively. United seeks WBNG License's agreement to accept the additional interference resulting from the WWNY Modified Facility to the WBNG Channel 7 Facilities as specified herein. WBNG License hereby acknowledges and agrees to accept the additional interference resulting from the WWNY 42 kW Facility to the WBNG Channel 7 Facilities as specified herein.

10. WWNY-WXXA Interference and Agreements

- (a) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WWNY Modified Facility will result in additional interference to less than 0.5% of the total population served by either the WXXA Licensed Facility or the

WXXA Modified Facility. United seeks Newport's agreement to accept the additional interference resulting from the WWNJ Modified Facility to the WXXA Channel 7 Facilities as specified herein. Newport hereby acknowledges and agrees to accept the additional interference resulting from the WWNJ Modified Facility to the WXXA Channel 7 Facilities as specified herein

- (b) Using Appendix B facilities as the baseline for the calculation, the parties have determined that the WXXA Modified Facility will result in additional interference to less than 0.5% of the total population served by either the WWNJ Licensed Facility or the WWNJ Modified Facility. Newport seeks United's agreement to accept the additional interference resulting from the WXXA Modified Facility to the WWNJ Channel 7 Facilities as specified herein. United hereby acknowledges and agrees to accept the additional interference resulting from the WXXA Modified Facility to the WWNJ Channel 7 Facilities as specified herein.

11. FCC Applications.

- (a) To effectuate the terms and provisions of this Agreement, ABC will prepare and file with the FCC an application on FCC Form 301 for a construction permit for the WABC Modified Facility (the "WABC FCC Application"). ABC shall include in the WABC FCC Application copies of this Agreement and a copy of the Interference Acceptance Agreement among ABC, WGAL Hearst Television, Inc., and New Jersey Public Broadcasting Authority, dated as of January 5, 2010.
- (b) To effectuate the terms and provisions of this Agreement, WBNG License will prepare and file with the FCC an application on FCC Form 301 for a construction permit for the WBNG Modified Facility (the "WBNG FCC Application"). WBNG License shall include in the WBNG FCC Application a copy of this Agreement.
- (c) To effectuate the terms and provisions of this Agreement, United will prepare and file with the FCC an application on FCC Form 301 for a construction permit for the WWNJ Modified Facility (the "WWNJ FCC Application"). United shall include in the WWNJ FCC Application a copy of this Agreement.
- (d) To effectuate the terms and provisions of this Agreement, Newport will prepare and file with the FCC an application on FCC Form 301 for a construction permit for the WXXA Modified Facility (the "WXXA FCC Application" and, collectively with the WABC FCC Application, the WBNG FCC Application, and the WWNJ FCC Application, the "FCC Applications" and each, an "FCC Application"). Newport shall include in the WXXA FCC Application a copy of this Agreement.
- (e) Each of ABC, WBNG License, United and Newport shall file its respective FCC Application as soon as practicable and in no event later than ten business days after the Effective Date of this Agreement, and shall include in its FCC Application a request that the FCC Applications be processed and acted on concurrently. Each of ABC, WBNG License, United and Newport shall use commercially reasonable efforts to obtain FCC consent to its respective FCC Application as promptly as possible after the filing thereof

(each such consent, respectively, the "ABC FCC Consent," the "WBNG License FCC Consent," the "United FCC Consent" and the "Newport FCC Consent," and, collectively, the "FCC Consent").

- (f) Each party represents and warrants that, to its knowledge, the facilities proposed in its FCC Application will not create additional predicted interference to more than 0.5% of the total population served by any television station other than the stations that are parties to this agreement and Station WNJB(DT), New Brunswick, New Jersey.
- (g) The parties agree to enter into any reasonable written interference agreements or amendments to this Agreement that may be required by the FCC as a condition to grant of any of the FCC Applications provided that such agreements or amendments are consistent with this Agreement. Such written interference agreements or amendments shall be entered into as promptly as practicable following a request by the FCC for such an interference agreement or amendment. For the avoidance of doubt, any such written interference agreement or amendment, as the case may be, that requires any party to accept new interference from any source in excess of the interference levels agreed to by such party as specified herein shall be inconsistent with this Agreement.

12. Operation of Digital Facilities.

- (a) ABC may commence operations of the WABC Modified Facility after receipt of the ABC FCC Consent at any time on or after the 30th day after the later of the payment of the WXXA Reimbursement (as hereinafter defined) or the WBNG Reimbursement (as hereinafter defined).
- (b) WBNG License may commence operations of the WBNG Modified Facility after receipt of the WBNG License FCC Consent at any time but no earlier than the 30th day after payment by ABC of the WBNG Reimbursement.
- (c) Newport may commence operations of the WXXA Modified Facility after receipt of the Newport FCC Consent at any time but no earlier than the 30th day after payment by ABC of the WXXA Reimbursement.
- (d) United may commence operations of the WWNY Modified Facility at any time after receipt of the United FCC Consent.

13. Consideration.

- (a) In consideration for Newport's agreement to accept interference from the WABC Modified Facility as described and specified in this Agreement, ABC agrees to reimburse Newport for the actual capital costs, construction or installation expenses, consulting engineering fees, legal fees and FCC filing fees associated with the implementation of the WXXA Modified Facility ("WXXA Costs"), such costs in no event to exceed a total of [REDACTED] dollars (\$ [REDACTED]) (the "WXXA Reimbursement").
- (b) In consideration for WBNG License's agreement to accept interference from the WABC Modified Facility as described and specified in this Agreement, ABC agrees to reimburse

WBNG License for the actual costs to relocate amplifier cabinets from Buffalo to Binghamton and to install and integrate such cabinets into WBNG's existing transmitter system to implement the WBNG Modified Facility ("WBNG Costs"), such cost in no event to exceed a total of [REDACTED] dollars (\$ [REDACTED]) (the "WBNG Reimbursement").

- (c) ABC agrees to pay WBNG License the WBNG Reimbursement and to pay Newport the WXXA Reimbursement no later than the fifth (5th) business day after the FCC grants the ABC FCC Consent. If WBNG License and/or Newport do not commence commercial operation of the WBNG Modified Facility and/or the WXXA Modified Facility, respectively, within one year of the FCC's grant of the WBNG License FCC Consent and the Newport FCC Consent, respectively, each of WBNG Licensee and/or Newport, as the case may be, shall refund and pay to ABC the WBNG Reimbursement and the WXXA Reimbursement, as the case may be. If WBNG License and/or Newport commence commercial operation of the WBNG Modified Facility and/or the WXXA Modified Facility, respectively, within one year of the FCC's grant of the WBNG License FCC Consent and the Newport FCC Consent, respectively, and if the WBNG Costs and/or the WXXA Costs are less than the WBNG Reimbursement and/or the WXXA Reimbursement, respectively, then WBNG License and/or Newport shall reimburse ABC the difference between the WBNG Costs and the WBNG Reimbursement and/or the WXXA Costs and the WXXA Reimbursement, as the case may be.
- (d) In consideration for United's agreement to support grant of the WABC Modified Facility as described and specified in this Agreement, ABC agrees to reimburse United for the engineering, legal and filing fees that United incurs in connection with this Agreement and the applications to be filed with the FCC pursuant hereto and to implement the Modified WYNY Facilities (the "WYNY Costs"), such costs in no event to exceed a total of [REDACTED] dollars (\$ [REDACTED]) (the "WYNY Reimbursement").
- (e) As further consideration for the agreements set forth herein, each party agrees to use commercially reasonable efforts to effectuate the terms and provisions of this Agreement, and to take no action inconsistent with the terms and provisions of this Agreement. If any party materially breaches this Section 13(e), after notice and having failed to cure such breach in a timely fashion, the breaching party shall pay the reasonable and documented legal expenses incurred by the other parties to enforce this Subsection, provided that such other parties are not in material uncured breach of this Agreement and in addition, in recognition of the unique nature of the rights, properties and opportunities contemplated herein, such non-breaching parties shall have the right to specifically enforce this Agreement against the breaching party.
- (f) Notwithstanding anything to the contrary contained herein, the obligations of the parties, or any of them, pursuant to paragraphs 5 - 10 and 12 hereof shall be subject to and effective only upon the grant of the FCC Consent.
14. **Miscellaneous.** Except for the agreements set forth in Paragraphs 5, 6, 7, 8, 9, 10 and 13, no consideration is being paid or promised by any of the parties in connection with this Agreement. 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. This Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. Notwithstanding any provision to the contrary, 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 an 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 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.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: [Signature]
Title: Pres. G.M.

WBNG LICENSE, INC.

By: _____
Title: _____

UNITED COMMUNICATIONS CORPORATION

By: _____
Title: _____

NEWPORT TELEVISION LICENSE, LLC

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: _____
Title: _____

WBNG LICENSE, INC.

By: Thomas J. White
Title: VICE PRESIDENT

UNITED COMMUNICATIONS CORPORATION

By: _____
Title: _____

NEWPORT TELEVISION LICENSE, LLC

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: _____
Title: _____

WBNG LICENSE, INC.

By: _____
Title: _____

UNITED COMMUNICATIONS CORPORATION

By: CAROL M. PIERCE
Title: Vice President & GM

NEWPORT TELEVISION LICENSE, LLC

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

AMERICAN BROADCASTING COMPANIES, INC.

By: _____
Title: _____

WBNG LICENSE, INC.

By: _____
Title: _____

UNITED COMMUNICATIONS CORPORATION

By: _____
Title: _____

NEWPORT TELEVISION LICENSE, LLC

By: W. J. J. J.
Title: VP/GM