

## **INTERFERENCE AGREEMENT**

This Agreement is made this 24th day of May 2002 by and between WRGT Licensee, LLC (hereinafter "WRGT") a Delaware limited liability company, and Raycom National, Inc. (hereinafter "Raycom") an Ohio corporation, (hereinafter "the parties" when referred to jointly).

WHEREAS, WRGT is the licensee of Station WRGT-TV, Dayton, Ohio and has an application pending before the Federal Communications Commission ("FCC") for a construction permit for a new digital television facility on Channel 30 (FCC File No. BPCDT-19991101ADJ);

WHEREAS, Raycom is the licensee of Station WXIX-TV, Newport, Kentucky and has an application pending before the FCC for modification of the construction permit for its digital television facility on Channel 29 (FCC File No. BMPCDT-20000427ABJ);

WHEREAS, the digital applications of WRGT and Raycom are mutually exclusive;

WHEREAS, WRGT and Raycom have examined the interference that will exist between the two digital facilities and have determined that the interference is minimal and will not affect the operation of their digital facilities; and

WHEREAS, the parties understand that once the mutual exclusivity between their applications is resolved, both applications can be granted.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and intending to be mutually bound hereby, WRGT and Raycom agree as follows:

1. WRGT shall accept any interference to and the reduction in population served by WRGT-DT caused by the operation of WXIX-DT as specified in FCC File No. BMPCDT-20000427ABJ.

2. Raycom shall accept any interference to and the reduction in population served by WXIX-DT caused by the operation of WRGT-DT as specified in FCC File No. BPCDT-19991101ADJ.

3. Neither party, without the consent of the other party, shall amend its pending digital application in any way that would increase the potential for interference to the signal of the digital facility of the other party.

4. As soon as possible, but in no event later than May 30, 2002, each of the parties shall file an amendment to its pending application to include this Interference Agreement.

5. As soon as possible, but in no event later than May 30, 2002, the parties shall file a Joint Request for Approval of Interference Agreement (the "Joint Request"). The Joint Request shall contain the information required by Section 73.3525 of the FCC's rules, requesting that the FCC issue an order or orders: (i) granting the Joint Request; (ii) approving this Agreement; and (iii) granting the digital applications of WRGT and Raycom as amended pursuant to this Agreement. The parties shall in good faith pursue approval by the FCC of the Joint Request and shall cooperate fully with each other and with the FCC and take whatever additional action is necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement. Neither party shall take any action adverse to this Agreement or the Joint Request.

6. The obligations of the parties under this Agreement are expressly conditioned upon the FCC taking “Final Action” approving this Agreement in its entirety and granting both parties’ digital applications as amended pursuant to this Agreement. For purposes of this Agreement, an action by the FCC approving this Agreement or granting a party’s digital application shall be a “Final Action” when the time for filing any requests for administrative or judicial review of such action, or for the FCC to reconsider such action on its own motion, has lapsed without any such filing or motion having been filed or, in the event of any such filing or motion, it shall have been disposed of in a manner so as not to affect the validity of the action taken and the time for seeking further administrative or judicial review with respect to the action shall have expired without any request for such further review having been filed.

7. This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

*[THE NEXT PAGE IS THE SIGNATURE PAGE]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
day and year written above.

WRGT LICENSEE, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

RAYCOM NATIONAL, INC.

By: Daniel J. Han  
Its: VP of Technology

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
day and year written above.

WRGT LICENSEE, LLC

By: 

Its: Secy./Treas. of Peddora, Inc., its sole  
member

RAYCOM NATIONAL, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## DECLARATION

Raycom National, Inc. ("Raycom") hereby declares as follows:

1. Raycom is the applicant for a construction permit for modification of the facilities of digital television station WXIX-DT, Channel 29, Newport, Kentucky (FCC File No. BMPCDT-20000427ABJ).

2. Raycom and WRGT Licensee, LLC ("WRGT"), a mutually exclusive applicant for a construction permit for digital television station WRGT-DT, Channel 30, Dayton, Ohio (FCC File No. BPCDT-19991101ADJ), are parties to an Interference Agreement pursuant to which each has agreed to accept any interference to and reduction in population served by its respective digital television facilities that is caused by the operation of the other party's digital television facilities as currently specified in its pending application.

3. Raycom's application was not filed for the purpose of reaching or carrying out such an agreement, and, except as set forth in the Interference Agreement, neither Raycom nor any of its principals has paid, received, promised, or been promised any consideration in exchange for reaching the Interference Agreement.

4. Approval of the Interference Agreement between Raycom and WRGT will serve the public interest by resolving the mutual exclusivity between the parties' applications, conserving the resources of the parties and the FCC, enhancing the digital television service in Newport, Kentucky, and hastening the commencement of new digital television service in Dayton, Ohio.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 24, 2002.

Raycom National, Inc.

By: David Folsom  
David Folsom  
Vice President, Technology

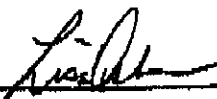
**DECLARATION**

WRGT LICENSEE, LLC ("WRGT") hereby declares as follows:

1. WRGD is the applicant for a construction permit for digital television station WRGT-DT, Channel 30, Dayton, Ohio (FCC File No. BPCDT-19991101ADJ).
2. WRGT and Raycom National, Inc. ("Raycom"), a mutually exclusive applicant for a construction permit for modification of the facilities of digital television station WXIX-DT, Channel 29, Newport, Kentucky (FCC File No. BMPCDT-20000427ABJ), are parties to an Interference Agreement pursuant to which each has agreed to accept any interference to and reduction in population served by its respective digital television facilities that is caused by the operation of the other party's digital television facilities as currently specified in its pending application.
3. WRGT's application was not filed for the purpose of reaching or carrying out such an agreement, and, except as set forth in the Interference Agreement, neither WRGT nor any of its principals has paid, received, promised, or been promised any consideration in exchange for reaching the Interference Agreement.
4. Approval of the Interference Agreement between WRGT and Raycom will serve the public interest by resolving the mutual exclusivity between the parties' applications, conserving the resources of the parties and the FCC, and hastening the commencement of new digital television service in Dayton, Ohio as well as the enhancement of digital television service in Newport, Kentucky.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 29, 2002.

WRGT LICENSEE, LLC

By:   
Its: Secy./Treas. of Feddora, Inc., its sole  
member