

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT (the "Agreement") is made as of December 9, 2010, between WGAL Hearst Television Inc. ("Hearst") and New Jersey Public Broadcasting Authority ("NJPBA").

1. Hearst is the licensee of digital television broadcast station WGAL(TV), Lancaster, Pennsylvania on VHF Channel 8. Hearst is seeking approval by the Federal Communications Commission ("FCC") to modify its digital facility by increasing WGAL's ERP to 59 kW and maintaining the facility's antenna HAAT at 419 meters (the "WGAL Proposed Facility").

2. NJPBA is the licensee of non-commercial digital television broadcast station WNJB(TV), New Brunswick, New Jersey, on VHF Channel 8.

3. Hearst desires to construct the WGAL 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 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 FCC'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 projects that the proposed power increase will result in substantial improvement to viewers' reception of WGAL.

4. The WGAL Proposed Facility is predicted to cause up to 6.0% total interference to WNJB(TV). NJPBA believes that the predicted new interference from the WGAL Proposed Facility is *de minimis*. Accordingly, NJPBA hereby agrees that WNJB(TV) will accept up to 6.0% total interference from WGAL, and NJPBA hereby consents to the grant of WGAL's Proposed Facility.

5. NJPBA may in the future wish to modify WNJB(TV)'s digital facility. Hearst believes that any new interference to WGAL from such modification to WNJB(TV) not in excess of 6.0% total interference to WGAL would be *de minimis*; and accordingly Hearst consents to accept up to 6.0% total interference to WGAL(TV) in connection with a future modification to WNJB(TV). Notwithstanding the foregoing, should NJPBA decide to effectuate such an increase in power, NJPBA agrees to inform Hearst of its planned increase and provide Hearst with a consulting engineer's report that demonstrates predicted interference to the WGAL(TV) prior to filing a modification request with the FCC.

6. Each of NJPBA 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 NJPBA 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.

7. 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 Jersey 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 counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be exchanged between the parties by electronic mail.

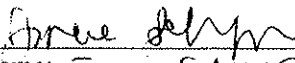
8. This Agreement shall be effective only if it is approved in its entirety by the Federal Communications Commission.

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

WGAL HEARST TELEVISION INC.

NEW JERSEY PUBLIC BROADCASTING
AUTHORITY

By: 
Name: Paul D. Quinn
Title: Pres./C.M.

By: 
Name: Janice Setiger
Title: Acting Executive Director