

Interference Agreement

INTERFERENCE AGREEMENT

THIS INTERFERENCE AGREEMENT ("Agreement"), made and entered into this 8th day of July, 2009 ("Effective Date") between Renard Communications Corp. ("Renard"), licensee of station WMBQ-CA, analog channel 46, Manhattan, NY (FCC Facility No. 14322) and permittee of station WMBQ-LD, companion digital channel 45, Manhattan, NY (FCC Facility No. 168457) and WLNY Limited Partnership ("WLNY"), licensee of station WLIG-LD, digital channel 26, permittee of station WLIG-LD, digital channel 45, Mineola, NY (FCC Facility No. 73207) and permittee of station WLNY-DT (call sign changed to WLNY-TV, effective June 19, 2009), digital channel 47, Riverhead, NY (FCC Facility No. 73206) (each a "Party" and collectively the "Parties").

WHEREAS, the Parties desire to resolve any potential controversy or litigation pursuant to a plan which would allow WMBQ-CA and WLIG-LD to provide expanded and improved coverage and service to the public. The Parties believe that maximum television service to the public will be achieved by WMBQ-CA's expansion of its coverage area by operation on digital channel 46, Renard's cancellation of the WMBQ-LD companion digital channel 45 construction permit and WLIG-LD's expansion of its coverage area by operation on digital channel 45.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, enter into this Agreement to avoid any costly and protracted controversy or litigation and to maximize television service to the public, and do hereby agree to the matters set forth herein.

1. Plan. The Parties agree to comply with the plan and related terms set forth below:
 - a. Within three (3) business days after the Effective Date of this Agreement, Renard shall file the modification application for WMBQ-CA proposing to flashcut from analog channel 46 to digital channel 46, contained in

Exhibit A hereto, which includes the proposed technical facilities for the station ("WMBQ-CA application").

- b. Within three (3) business days after the Effective Date of this Agreement, WLNY shall file the application for modification of its digital channel 45 construction permit for WLIG-LD proposing to relocate its transmitter site, contained in Exhibit B hereto, which includes the proposed technical facilities for the station ("WLIG-LD application")
- c. Renard shall install, maintain and operate a full-power mask filter as part of the WMBQ-CA facilities proposed in the WMBQ-CA application and Renard shall reflect the commitment to do so in said application. WLNY shall install, maintain and operate a full-power mask filter as part of the WLIG-LD facilities proposed in the WLIG-LD application and WLNY shall reflect the commitment to do so in said application. A full-power mask filter is defined as a mask filter which complies with Section 73.622(h)(1) of the FCC rules and Figure 5.1 of ATSC Document A/64B, 26 May 2008. The Parties shall agree to accept interference that may exist based upon operations as set forth in the WMBQ-CA application (proposing operation on digital channel 46), the WLIG-LD application (proposing operation on digital channel 45 at a new transmitter site) and the FCC authorization for WLNY-DT (specifying digital channel 47). However, the agreement of the respective Parties to accept such interference shall be null and void and neither Party shall cause interference to the other Party's station(s) if their respective applications are not granted by FCC Final Orders within the timeframe set forth in

paragraph 1.f. below or within a mutually agreed to extension of that timeframe. The Parties shall request any FCC rule waivers that may be necessary to install, maintain and operate the full-power filters and to carry out the other aspects of this plan. The FCC's approval of, and both stations' use of, the full-power mask filters are material and necessary events under this Agreement.

- d. Effective upon the grants of the WMBQ-CA application and WLIG-LD application, Renard shall surrender its FCC authorization for companion digital channel 45 to allow the grants of the WMBQ-CA and WLIG-LD applications.
- e. The Parties shall specifically request that the WMBQ-CA application and the WLIG-LD application be processed and granted concurrently.
- f. This Agreement is contingent on the issuance of Final Orders (i.e., orders or actions which are no longer subject to administrative or judicial review) of the FCC approving (1) the WMBQ-CA application and (2) the WLIG-LD application. In the event that the FCC fails to approve all of the aforesaid items by Final Orders by June 1, 2010 or the FCC denies or dismisses any of the aforesaid items or a petition or pleading is filed with the FCC objecting to the grant of the WLIG-LD application or the WMBQ-CA application, either Party may terminate this Agreement upon written notice to the other Party, provided that the terminating Party is not in default of its obligations contained in this Agreement or related documents. Under no circumstance shall either WLIG-LD or WMBQ-CA commence operation with the facilities proposed in their respective

applications prior to the time that there are Final Orders of the FCC granting the WLIG-LD application and WMBQ-CA application.

2. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

3. Mutual Cooperation. The Parties hereby represent and agree that they will cooperate with each other to ensure that the terms of this Agreement are achieved. Due to the unique and critical nature of the full-power mask filtering being proposed by the Parties to facilitate this Agreement, the Parties hereto agree that neither Party will file a modification of its application contemplated herein or any subsequent modification of construction permit or license of the facilities that are the subject of this Agreement without first providing the other Party with a copy of said proposed application at least seven (7) days in advance of filing said application. Neither Party shall take any action (including, but not limited to, cooperation with a third party), directly or indirectly, to seek displacement of, or impairment of any nature to, or otherwise jeopardize, the WLIG-LD digital channel 45 authorization, operation or request for and maintenance of Class A status or the WMBQ-CA digital channel 46 authorization, operation or request for and maintenance of Class A status.

4. Good Standing. Each Party hereto is duly organized, validly existing and in good standing under the laws of its state of organization and, as applicable, the state or commonwealth of their incorporation or organization, and has full power and authority to carry on the business now being conducted by it.

5. Authorization. Each Party represents to the other Party that (a) it is not under any restrictions, contractual or otherwise, that may be inconsistent with this Agreement or that would prevent or preclude such Party from entering into this Agreement or from performing

such Party's obligations hereunder; and (b) this Agreement is a legally binding obligation of such Party and is enforceable against such Party in accordance with its terms.

6. Competency. Each of the signatories hereto represents that he is competent and authorized to enter into this Agreement on behalf of the Party for whom he purports to sign; and each agrees to indemnify and hold harmless each other Party hereto against all claims, suits, actions and demands, including necessary expenses of investigation and reasonable attorney's fees and costs, in which it may be asserted that he was not competent or so authorized to execute this Agreement and to receive the consideration therefor.

7. Voluntary Undertaking. Each Party hereto respectively states that this Agreement has been voluntarily signed in good faith, is a fair and equitable resolution of all controversies and matters that each Party hereto may have the other Party to this Agreement. Each Party hereto further respectively states and acknowledges, that it has consulted with and/or has been represented by counsel in connection with the negotiations of the transactions contemplated by this Agreement and the execution of this document.

8. Breach. Notwithstanding any provision of this Agreement to the contrary, nothing herein shall be construed to act to release the Parties hereto and their respective principals from any claims, demand, damages, causes of action or suits of any kind or nature whatsoever, which may arise in the event of a breach of any of the terms, conditions and provision of this Agreement, or any documents incorporated by reference or otherwise herein.

9. No Waiver. Failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by any Party at any time, express or implied, of any breach of any provision of this Agreement shall be

deemed a waiver of any other provision of this Agreement or a consent to any subsequent breach of the same or other provisions.

10. No Admission. This Agreement is the result of a compromise and shall never, at any time or for any purpose, be considered an admission against interest on the part of any Party in connection with pending litigation between the parties.

11. Construction. This Agreement is the product of negotiation and preparation by, between and among the Parties hereto and their respective attorneys. Accordingly, the Parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or another, or the attorneys for one Party or another, and shall be construed accordingly.

12. Confidentiality. The Parties agree to maintain the confidentiality of the negotiations leading to this Agreement and, unless and until disclosed to the FCC, the terms hereof.

13. Essence of Time. Time is of the essence in this Agreement.

14. Extension of Agreement. The Parties may extend the deadline for FCC Final Orders set forth in paragraph 1.f. above by mutual agreement.

15. Notices. Any notices or other communications shall be in writing unless otherwise stated, and shall be considered to have been duly given when sent by a recognized overnight delivery service or when deposited into United States certified mail, postage paid, return receipt, as follows:

(a) If to Renard, to:

Craig L. Fox
Renard Communications Corp.
4853 Manor Hill Drive
Syracuse, NY 13215

With copy to

James L. Oyster, Esq.
Law Offices of James L. Oyster
108 Oyster Lane
Castleton, VA 22716-9720

(b) If to WLNY, to:

David Feinblatt
WLNY Limited Partnership
c/o WLNY TV Inc.
270 South Service Road, Suite 55
Melville, NY 11747-2337

With copy to

Ronald A. Siegel, Esq.
Cohn and Marks LLP
1920 N Street, NW
Suite 300
Washington, DC 20036

16. Complete Agreement. This Agreement and any agreement or document referenced herein constitutes the entire understanding of the Parties respecting the subject matter hereof, and supersedes any prior or contemporaneous written or oral agreements or understandings between them. No modification, amendment or waiver of any provision of this Agreement, in whole or in part, will be valid unless in writing and signed by the Parties.

17. Severability. In the event that any part of this Agreement is found to be invalid, such invalidity shall not affect the enforceability or any other part or provision of this Agreement, unless the invalidity would cause a material change in the rights or obligations of any Party, in which case the Party or Parties affected may seek to amend the Agreement or cause the Agreement to be terminated.

18. Expenses. The Parties hereto acknowledge and agree that each of them shall bear their own costs, expenses and attorneys' fees arising out of or connected with this Agreement, including the negotiation, drafting and execution of this Agreement and all matters arising out of or connected therewith; except that in the event any action is brought by either party to enforce

this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to all other relief in law or equity to which that party may be entitled.

19. Interpretation. This Agreement shall be governed and construed under the laws of the State of New York, the Communications Act of 1934, as amended, and the FCC's Rules and Regulations.

20. Covenant and Further Assurances. As of the Effective Date, each of the Parties hereto, upon the commercially reasonable request of any other Party hereto, in good faith agrees and shall take such other action and execute and deliver such further instruments or documents reasonably necessary to assure, complete and evidence the full and effective compliance with the intent and tenor of this Agreement.

21. Counterparts. This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

22. Exhibits. All exhibits attached to this Agreement shall be deemed a material part of this Agreement and incorporated herein, where applicable, as if fully set forth herein.

23. Listing of Exhibits

Exhibit A - WMBQ-CA application

Exhibit B - WLIG-LD application

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

RENARD COMMUNICATIONS CORP

By: Craig L. Fox
Craig L. Fox
Title: President

WLNY LIMITED PARTNERSHIP

By: _____
David Feinblatt

Title: _____

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

RENARD COMMUNICATIONS CORP

By: _____
Craig L. Fox

Title: _____

WLNY LIMITED PARTNERSHIP

By: 
David Feinblatt

Title: Vice President, WLNY GP, Inc., General Partner

Exhibit A

WMBQ-CA Application

Exhibit B

WLIG-LD Application