

**INTERFERENCE ACCEPTANCE AGREEMENT**

This Interference Acceptance Agreement ("Agreement") is entered into as of December 17, 2008 by and between Arkansas Educational Television Commission ("AETC") and Mississippi Authority for Educational TV ("MAETV").

1. AETC is the licensee of television station KETZ-DT, FCC Facility ID No. 92872, El Dorado, Arkansas, and holds a construction permit issued by the Federal Communications Commission ("FCC") authorizing it to construct a post-transition digital television ("DTV") facility on Channel 10. See FCC File No. BPEDT-20080318ACS (the "KETZ Permit").

2. MAETV is the licensee of television station WMAB-DT, FCC Facility ID No. 43192, Mississippi State, Mississippi, and is licensed to operate a post-transition DTV facility on Channel 10. See FCC File No. BLEDT-20030326ABX (the "WMAB License").

3. AETC desires to modify the authorized post-transition DTV facilities for KETZ-DT in order to maximize service to the public. AETC has filed an application seeking FCC approval to modify the KETZ Permit in order to construct DTV facilities that transmit at a higher power level than the power level currently authorized by the KETZ Permit. See File No. BMPEDT-20080620AIC ("the KETZ Application").

4. MAETV desires to modify the licensed post-transition DTV facilities for WMAB-DT in order to maximize service to the public. MAETV has filed an application seeking FCC approval to construct DTV facilities that transmit at a higher power level than currently licensed under the WMAB License. See File No. BPEDT-20080619AGS (the "WMAB Application").

5. The facility proposed by the KETZ Application is predicted to cause unique new interference to 0.89 percent of the total population predicted to be served by the facility proposed by the WMAB Application.

6. MAETV hereby acknowledges and agrees to accept such unique new interference. MAETV understands that acceptance of such unique new interference from KETZ-DT will not compromise MAETV's ability to serve WMAB-DT's community of license as required by all relevant FCC regulations. Proposed modifications of KETZ-DT which, if implemented, would result in unique new interference to the service area population of WMAB-DT beyond the unique new interference agreed to in this paragraph 6 shall require the further written consent of MAETV.

7. AETC and MAETV acknowledge that it is in their mutual interest to resolve the interference conflict as proposed in paragraph 6 of this Agreement. The consideration for this Agreement by and between AETC and MAETV is the resolution of the mutually exclusive interference situation caused by the interference described in paragraph 5, which will otherwise delay and/or preclude the grant of the KETZ Application and the WMAB Application. Aside from the agreement reflected in paragraph 6 of this Agreement, no other consideration has been received or promised by or to either AETC or MAETV in connection with this Agreement.

8. Immediately upon the execution of this Agreement by both parties, and in no event later than five (5) business days thereafter, each of AETC and MAETV shall file a copy of this Agreement with the FCC by an amendment to the KETZ Application and the WMAB Application, respectively (or provide a copy of the Agreement to the FCC by other means as may be requested by the FCC).

9. This Agreement may not be amended except by an instrument in writing signed on behalf of both of AETC and MAETV. This Agreement constitutes the entire agreement and understanding of AETC and MAETV and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than AETC and MAETV and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page. Counterparts may be exchanged between the parties by electronic mail.

ARKANSAS EDUCATIONAL  
TELEVISION COMMISSION

By:

Title: Executive Director

12-17-08

MISSISSIPPI AUTHORITY FOR  
EDUCATIONAL TV

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

Title: \_\_\_\_\_

9. This Agreement may not be amended except by an instrument in writing signed on behalf of both of AETC and MAETV. This Agreement constitutes the entire agreement and understanding of AETC and MAETV and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than AETC and MAETV and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page. Counterparts may be exchanged between the parties by electronic mail.

ARKANSAS EDUCATIONAL  
TELEVISION COMMISSION

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

Title: \_\_\_\_\_

MISSISSIPPI AUTHORITY FOR  
EDUCATIONAL TV

By: *Anna Lister*

Title: *Executive Director*