

## **INTERFERENCE CONSENT AGREEMENT**

This Interference Consent Agreement ("Agreement") is entered into as of February 18, 2009 by and between Paging Systems, Inc. ("Paging Systems"), licensee of low power television station WLMF-LP, Miami, Florida (Facility ID 51285) ("WLMF") and WSBS Licensing, Inc. ("WSBS Licensing"), licensee of Class A television station WSBS-CA, Miami, etc., FL (Facility ID 29547) ("WSBS") (each a "Party" and collectively the "Parties").

### **Recitals**

Whereas, Paging Systems filed a minor modification application for digital displacement for WLMF seeking authority to operate on Channel 3 (FCC File No. BDISDVL-20081006AIV) ("Channel 3 Displacement Application");

Whereas, WSBS Licensing was the high bidder for Channel 3, Miami, Florida in Auction 85 and subsequently filed an application for Channel 3 as a digital companion channel for WSBS (FCC File No. BDCCDVL-20081209ACP) ("WSBS DCC Application");

Whereas, the Channel 3 Displacement Application and the WSBS DCC Application are mutually exclusive;

Whereas, Paging Systems proposes to dismiss its Channel 3 Displacement Application and in its place file a digital displacement application for WLMF to operate on Channel 51 specifying the technical parameters set forth in the application attached in Exhibit A (the "WLMF Channel 51 Application").

Whereas, WSBS Licensing is currently authorized to operate in analog on Channel 50 (FCC File No. BLTTA-20050224ABG);

Whereas, the WLMF Channel 51 Application would cause interference to WSBS's analog operations on Channel 50 and requires consent from WSBS Licensing.

Now therefore, in consideration of the promises and the mutual covenants and agreements set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. WSBS Licensing shall provide its consent to the WLMF Channel 51 Application in the form set forth in Exhibit B and WSBS Licensing shall take no action inconsistent with the timely grant of the WLMF Channel 51 Application.

2. Any proposed modification or amendment to the WLMF Channel 51 Application which is predicted to cause interference to WSBS in amounts greater than consented to herein shall require the additional prior written consent of WSBS Licensing.

3. No Party shall take any action that is inconsistent with its obligations under this Agreement that could hinder or delay the other Party's enjoyment of its rights and interests as contemplated by this Agreement.

4. This Agreement may be terminated with the mutual written consent of the Parties.

5. If any Party breaches its obligations under this Agreement, the other Party shall have the right to seek injunctive relief and specific performance. The breaching Party agrees to waive any defense as to the adequacy of the other Party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

6. Each Party represents and warrants that the representative executing this Agreement on its behalf has full authority to do so, and that this Agreement is legally binding upon such Party and enforceable in accordance with its terms.

7. This Agreement shall be binding upon and insure to the benefit of, the Parties' respective successors and assigns. This Agreement may be assigned to any Party acquiring the interests of the license of WLMF or WSBS upon approval of the Federal Communications Commission ("FCC") and consummation of the acquisition.

8. This Agreement shall be governed by and construed in accordance with the rules and regulations of the FCC and the laws of the State of Florida (not including the choice of law rules thereof).

9. If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of the Agreement shall continue in full force and effect, provided that such continuation would not materially diminish the benefit of this Agreement for any Party.

10. This Agreement sets forth the entire understanding of the parties hereto at the time of its execution and delivery with respect to the subject matter hereof.

11. This Agreement may not be amended except by written amendment signed by all Parties.

12. This Agreement may be signed in counterparts and delivered by facsimile, with the same effect as if the signature on each counterpart were on the same instrument.

- Signature Page to Follow -

SIGNATURE PAGE TO INTERFERENCE CONSENT AGREEMENT

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

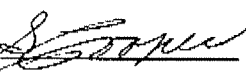
WSBS LICENSING, INC.

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

Name: \_\_\_\_\_

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

PAGING SYSTEMS, INC.

By: 

Name: S. Cooper

Title: Pres.

SIGNATURE PAGE TO INTERFERENCE CONSENT AGREEMENT

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

 WSBS LICENSING, INC.

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

Name: Joseph A. Garcia

Title: Sr. VP

PAGING SYSTEMS, INC.

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

Name: \_\_\_\_\_

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

**Exhibit A**

**WLMF Channel 51 Application**

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0016 (February 2005)	FOR FCC USE ONLY
<b>FCC 346</b>		FOR COMMISSION USE ONLY FILE NO. -
<b>APPLICATION FOR AUTHORITY TO CONSTRUCT OR MAKE CHANGES IN A LOW POWER TV, TV TRANSLATOR OR TV BOOSTER STATION</b>		
Read INSTRUCTIONS Before Filling Out Form		

**Section I - General Information**

1.	Legal Name of the Applicant PAGING SYSTEMS, INC.		
	Mailing Address 805 BURLWAY ROAD		
	City BURLINGAME	State or Country (if foreign address) CA	ZIP Code 94010 -
	Telephone Number (include area code) 6506971000	E-Mail Address (if available)	
	FCC Registration Number:	Call Sign WLMF-LP	Facility ID Number 51285
2.	Contact Representative (if other than Applicant) JOAN STEWART, ESQ.		
	Firm or Company Name WILEY REIN LLP		
	Mailing Address 1776 K STREET N.W.		
	City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20006 -
	Telephone Number (include area code) 2027197438	E-Mail Address (if available) JSTEWART@WILEYREIN.COM	
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114):		
	<input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input type="radio"/> N/A (Fee Required)		
4.	Facility Information		
	a. <input type="radio"/> Low Power TV Station <input type="radio"/> TV Translator <input type="radio"/> TV Booster <input checked="" type="radio"/> Digital Low Power TV <input type="radio"/> Digital TV Translator		
	b. Community of License: City: MIAMI State: FL		
5.	<b>Application Purpose</b>		
	<input type="radio"/> New station <input type="radio"/> Major Modification of construction permit <input type="radio"/> Major Change in licensed facility <input type="radio"/> Minor Modification of construction permit <input type="radio"/> Minor Change in licensed facility <input type="radio"/> Amendment to pending application <input type="radio"/> Digital Flash Cut <input type="radio"/> Digital Companion Channel <input checked="" type="radio"/> Displacement [Exhibit 1] <input type="radio"/> Analog <input checked="" type="radio"/> Digital		
	a. File number of original construction permit or pending application: BLTTL-20020610ABT		

If an amendment, **submit as an Exhibit** a listing by Section and Question Number the portions of the pending application that are being revised.

[Exhibit 2]

**NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.**

## Section II - Legal

1.	<b>Certification.</b> Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No								
2.	<b>Parties to the Application.</b> List the applicant and all parties to the application. If other than natural persons, list officers, directors, stockholders with interests of 1% or more, general and limited partners and/or members. <table border="1" style="width: 100%;"> <tr> <td style="width: 40%;">a. Name and address of the applicant and, if applicable, its officers, directors, stockholders with interests of 1% or greater, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter remaining stockholders and partners.</td> <td>b. Citizenship.</td> </tr> <tr> <td></td> <td>c. Positional Interest: Officer, director, general partner, limited partner, LLC member, etc.</td> </tr> <tr> <td></td> <td>d. Percentage of votes.</td> </tr> <tr> <td></td> <td>e. Percentage of equity.</td> </tr> </table> [Enter Parties Information]	a. Name and address of the applicant and, if applicable, its officers, directors, stockholders with interests of 1% or greater, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter remaining stockholders and partners.	b. Citizenship.		c. Positional Interest: Officer, director, general partner, limited partner, LLC member, etc.		d. Percentage of votes.		e. Percentage of equity.	
a. Name and address of the applicant and, if applicable, its officers, directors, stockholders with interests of 1% or greater, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter remaining stockholders and partners.	b. Citizenship.									
	c. Positional Interest: Officer, director, general partner, limited partner, LLC member, etc.									
	d. Percentage of votes.									
	e. Percentage of equity.									
3.	<b>Character Issues.</b> Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or b. any pending broadcast application in which character issues have been raised.	<input type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 3]								
4.	<b>Adverse Findings.</b> Applicant certifies that, with respect to the applicant and any party to the application, no adverse finding has been made, nor has an adverse final action been taken related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	<input type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 4]								
5.	<b>Alien Ownership and Control.</b> Applicant certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 5]								
6.	<b>Program Service Certification.</b> (For Low Power Television Applicants Only) Applicant certifies that this station will offer a broadcast program service.	<input type="radio"/> Yes <input type="radio"/> No								
7.	<b>Local Public Notice.</b> (For new station and major change Applicants Only) Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input type="radio"/> Yes <input type="radio"/> No								
8.	<b>Rebroadcast Certification.</b> (For Applicants proposing translator rebroadcasts that are not the licensee of the primary station) Applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	<input type="radio"/> Yes <input type="radio"/> No								

9.	<b>Auction Authorization.</b> If the application is being submitted to obtain a construction permit for which the applicant was the winning bidder in an auction, then the applicant certifies, pursuant to 47 C.F.R. Section 73.5005(a), that it has attached an exhibit containing the information required by 47 C.F.R. Sections 1.2107(d), 1.2110(i), 1.2112(a) and 1.2112(b), if applicable.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
An exhibit is required unless this question is inapplicable.		[Exhibit 6]
10.	<b>Anti-Drug Abuse Act Certification.</b> Applicant certifies that neither applicant nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing	Typed or Printed Title of Person Signing
SUSAN COOPER	PRESIDENT
Signature	Date
	2/18/2009

<b>SECTION III - ENGINEERING DATA (Digital)</b>				
<b>TECHNICAL SPECIFICATIONS</b>				
Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.				
<b>TECH BOX</b>				
1.	Channel Number: 51			
2.	Translator Input Channel No. :			
3.	Primary station proposed to be rebroadcast:			
	Facility Identifier	Call Sign	City	State Channel
4.	Antenna Location Coordinates: (NAD 27)			
	Latitude:			
	Degrees 25 Minutes 58 Seconds 15 <input checked="" type="radio"/> North <input type="radio"/> South			
	Longitude:			
	Degrees 80 Minutes 12 Seconds 32 <input checked="" type="radio"/> West <input type="radio"/> East			
5.	Antenna Structure Registration Number: 1027529			
	<input type="checkbox"/> Not Applicable [Exhibit 10] <input type="checkbox"/> Notification filed with FAA			
6.	Antenna Location Site Elevation Above Mean Sea Level:		1.5 meters	
7.	Overall Tower Height Above Ground Level:		318.2 meters	
8.	Height of Radiation Center Above Ground Level:		268 meters	
9.	Maximum Effective Radiated Power (ERP):		15 kW	
10.	Transmitter Output Power:		1.4 kW	
11.	a. Transmitting Antenna:			
	Before selecting Directional "Off-the-Shelf", refer to "Search for Antenna Information" under CDBS Public Access ( <a href="http://fjallfoss.fcc.gov/prod/cdbspubacc/prod/cdbsp_a.htm">http://fjallfoss.fcc.gov/prod/cdbspubacc/prod/cdbsp_a.htm</a> ). Make sure that the Standard Pattern is marked Yes and that the relative field values shown match your values. Enter the Manufacturer (Make) and Model exactly as displayed in the Antenna Search.			
	<input checked="" type="radio"/> Nondirectional <input type="radio"/> Directional "Off-the-shelf" <input type="radio"/> Directional composite			

Manufacturer ERI    Model ALP16L2-HSOC											
b. Electrical Beam Tilt: 0.5 degrees <input type="checkbox"/> Not Applicable											
c. Directional Antenna Relative Field Values: <input checked="" type="checkbox"/> N/A (Nondirectional or Directional "Off-the-shelf")											
Rotation (Degrees): <input type="checkbox"/> No Rotation											
Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value
0		10		20		30		40		50	
60		70		80		90		100		110	
120		130		140		150		160		170	
180		190		200		210		220		230	
240		250		260		270		280		290	
300		310		320		330		340		350	
Additional Azimuths											

## Relative Field Polar Plot

<b>NOTE:</b> In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.	
12.	<b>Out-of-channel Emission Mask:</b> <input type="radio"/> Simple <input checked="" type="radio"/> Stringent
<b>CERTIFICATION</b>	
13.	<b>Interference :</b> The proposed facility complies with all of the following applicable rule sections. 47.C.F.R Sections 74.709, 74.793(e), 74.793(f), 74.793(g), 74.793(h), 74.794(b) and 73.1030. <span style="float: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</span> <span style="float: right;">See Explanation in [Exhibit 11]</span>
14.	<b>Environmental Protection Act.</b> The proposed facility is excluded from environmental processing under 47. C.F.R. Section 1.1306 (i.e., The facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine RF compliance, an <b>Exhibit is required.</b> <span style="float: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</span> <span style="float: right;">See Explanation in [Exhibit 12]</span> By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.
15.	<b>Channels 52-59.</b> If the proposed channel is within channels 52-59, the applicant certifies compliance with the following requirements, as applicable: <input type="checkbox"/> The applicant is applying for a digital companion channel for which no suitable channel from channel 2-51 is available. <input type="checkbox"/> Pursuant to Section 74.786(d), the applicant has notified, within 30 days of filing this application, all commercial wireless licenses of the spectrum comprising the proposed TV channel and the first adjacent channels thereto, for which the proposed digital LPTV or TV translator antenna site lies inside the licensed geographic boundaries of the wireless licensees or within 75 miles and 50 miles, respectively, of the geographic boundaries of co-channel and adjacent-channel wireless licensees.
16.	<b>Channels 60-69.</b> If the proposed channel is within channels 60-69, the applicant certifies compliance with the following requirements, as applicable: <input type="checkbox"/> Pursuant to Section 74.786(e), the applicant has notified, within 30 days of filing this application , all commercial

wireless licenses of the spectrum comprising the proposed TV channel and the first adjacent channels thereto, for which the proposed digital LPTV or TV translator antenna site lies inside the licensed geographic boundaries of the wireless licensees or within 75 miles and 50 miles, respectively, of the geographic boundaries of co-channel and adjacent-channel wireless licensees.

- ☐ Pursuant to Section 74.786(e), the applicant proposing operation on channel 63, 64, 68 and 69 ("public safety channels") has secured a coordinated spectrum use agreements(s) with 700 MHz public safety regional planning committee(s) and state administrator(s) of the region(s) and state(s) within which the antenna site of the digital LPTV or TV translator station is proposed to locate, and those adjoining regions and states with boundaries within 75 miles of the proposed station location.
- ☐ Pursuant to Section 74.786(e), the applicant for a channel adjacent to channel 63, 64, 68 or 69 has notified, within 30 days of filing this application, the 700 MHz public safety regional planning committee(s) and state administrator(s) of the region and state containing the proposed digital LPTV or TV translator antenna site and regions and states whose geographic boundaries lie within 50 miles of the proposed LPTV or TV translator antenna site.

**PREPARERS CERTIFICATION ON PAGE 3 MUST BE COMPLETED AND SIGNED.**

### SECTION III PREPARER'S CERTIFICATION

I certify that I have prepared Section III (Engineering Data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name KEVIN T. FISHER		Relationship to Applicant (e.g., Consulting Engineer) ENGINEERING CONSULTANT	
Signature		Date 2/13/2009	
Mailing Address 2237 TACKETTS MILL DRIVE SUITE A			
City LAKE RIDGE	State or Country (if foreign address) VA		Zip Code 22192 -
Telephone Number (include area code) 7034942101		E-Mail Address (if available) KEVIN@SMITHANDFISHER.COM	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

### Exhibits

#### Exhibit 11

**Description:** COMPREHENSIVE TECHNICAL EXHIBIT

PLEASE SEE ATTACHED: COMPREHENSIVE TECHNICAL EXHIBIT; INTERFERENCE CONSENT AGREEMENT AND WAIVER REQUEST.

**Attachment 11**

Description
COMPREHENSIVE TECHNICAL EXHIBIT
WAIVER REQUEST

**Exhibit 12****Description:** EXHIBIT 12

SEE COMPREHENSIVE TECHNICAL DATA IN EXHIBIT 11

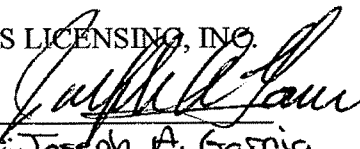
**Attachment 12**

**Exhibit B**

**Consent Letter**

CONSENT LETTER

WSBS Licensing, Inc. ("WSBS Licensing"), licensee of WSBS-CA, Miami, etc., FL (Facility ID 29547), subject to the terms and conditions set forth in that certain Interference Consent Agreement dated as of February 18, 2009 by and between WSBS Licensing and Paging Systems, Inc. ("Paging Systems") (the "Agreement"), hereby consents to the interference caused to WSBS-CA by the technical facilities requested by Paging Systems for low power television station WLMF-LP, Miami, Florida, (Facility ID 51285) in its digital displacement application for Channel 51. WSBS Licensing confirms that it concurs with and has no objection to those technical parameters, subject to the terms and conditions of the Agreement.

WSBS LICENSING, INC.  
By:   
Name: Joseph A. Garcia  
Title: Sr. EVP