

**INTERFERENCE ACCEPTANCE AGREEMENT**

This Interference Acceptance Agreement ("Agreement") is entered into as of December 4, 2008 by and between Arkansas Educational Television Commission ("AETC") and Parker Broadcasting of Louisiana, LLC ("Parker").

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. Parker is the licensee of television station KAQY-DT, FCC Facility ID No. 52046, Columbia, Louisiana, and holds a construction permit issued by the FCC authorizing it to operate a post-transition DTV facility on Channel 11. *See* FCC File No. BPCDT-20070822ACN (the "KAQY Permit").
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. Parker desires to modify the authorized post-transition DTV facilities for KAQY-DT in order to maximize service to the public. Parker has filed an application seeking FCC approval to construct DTV facilities that transmit at a higher power level and at a different transmitter site than currently authorized by the KAQY Permit. *See* File No. BPCDT-20080619AIX (the "KAQY Application").
5. The facility proposed by the KETZ Application is predicted to cause unique new interference to 1.07% of the total population predicted to be served by the facility proposed by the KAQY Application. Parker hereby acknowledges and agrees to accept such unique new interference. Parker understands that acceptance of such unique new interference from KETZ will not compromise Parker's ability to serve KAQY's community of license as required by all relevant FCC regulations. Proposed modifications of KETZ which, if implemented, would result in unique new interference to the service area population of KAQY beyond the unique new interference agreed to in this paragraph 5 shall require the further written consent of Parker.
6. As consideration for Parker's agreement, AETC, for and on behalf of itself and all successor holders and permitted assigns of the KETZ FCC authorizations, hereby consents to any future application by Parker to modify the KAQY-DT, Columbia, Louisiana facility (the "Subsequent Modification") so long as the unique new interference that would be predicted to be caused by the Subsequent Modification would be no more than 1.07% of the population served by KETZ-DT. AETC understands that acceptance of such unique new interference from the Subsequent Modification will not compromise AETC's ability to serve KETZ's community of license as required by all relevant FCC regulations. Proposed modifications of KAQY which, if implemented, would result in unique new interference to the service area population of KETZ beyond the unique new interference agreed to in this paragraph 6 shall require the further written consent of AETC. AETC, for and on behalf of itself and all successor holders and permitted assigns of the KETZ FCC authorizations, also agrees that, at the time of an application by Parker for such Subsequent Modification, upon request by Parker, it will promptly

provide such additional reasonable documentation of its consent as Parker believes reasonably necessary to facilitate the grant of the application for the Subsequent Modification or as the FCC may otherwise require.


7. For the purposes of this Agreement, "unique new interference" refers to interference in excess of the interference that is predicted to be caused by the interfering station's DTV Table of Allotments Appendix B facility parameters as specified in Memorandum Opinion and Order on Reconsideration of the Seventh Report and Order and Eighth Report and Order, FCC 08-72 (released March 6, 2008), using FCC OET-69 methodology in effect as of the date of this Agreement, assuming a cell size of 2 sq. km and a terrain interval of 1 km. In the event of a Subsequent Modification by Parker, even if the FCC has changed the methodology for calculating interference in similar circumstances, the percentage of unique new interference from KAQY-DT to KETZ-DT that is consented to by AETC in this Agreement shall be calculated pursuant to the methodology specified above.

8. AETC and Parker acknowledge that it is in their mutual interest to resolve the interference conflict as proposed in paragraphs 5 and 6 of this Agreement and that the agreements reflected in paragraphs 5 and 6 of this Agreement serve as consideration for this Agreement. Aside from the agreements reflected in paragraphs 5 and 6 of this Agreement, no other consideration has been received or promised by or to either AETC or Parker in connection with this Agreement.

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

10. This Agreement may not be amended except by an instrument in writing signed on behalf of both of AETC and Parker. This Agreement constitutes the entire agreement and understanding of AETC and Parker and supercedes 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 Parker 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.

ARKANSAS EDUCATIONAL  
TELEVISION COMMISSION

By:   
Title: Executive Director

12-04-08

PARKER BROADCASTING OF  
LOUISIANA, LLC

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

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ARKANSAS EDUCATIONAL  
TELEVISION COMMISSION

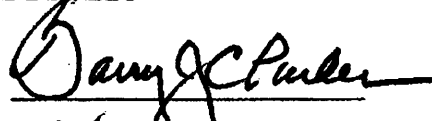
By: \_\_\_\_\_

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

PARKER BROADCASTING OF  
LOUISIANA, LLC

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

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

  
PRESIDENT