

## INTERFERENCE AGREEMENT

This Interference Agreement is entered into as of March 13 2009 by and between Quincy Broadcasting Company (“QBC”), permittee of full-service television station WGEM-DT, Quincy, Illinois (Facility ID Number 54275), and Trinity Christian Center of Santa Ana, Inc. doing business as Trinity Broadcasting Network (“Trinity”), licensee of full-service television station WWTO-DT, La Salle, Illinois (Facility ID Number 998) (individually each a “Party” and collectively “the Parties”).

### Background

WGEM-DT currently is operating digitally on Channel 10 in accordance with special temporary authority granted February 9, 2009 (File No. BLDSTA-20090128AHI) and with its granted construction permit for post-transition, digital operation (File No. BPCDT-20080317ACL): 12.3 kW ERP at 238 meters height above average terrain (“HAAT”).

QBC filed an application to maximize the digital operations of WGEM-DT, proposing an increase in power to 17.1 kW ERP at 238 meters HAAT (File No. BMPCDT-20080619ADS). As described below, WGEM-DT’s application for maximization remains pending before the Federal Communications Commission (“FCC”).

WWTO-DT currently is operating its post-transition digital facilities on Channel 10 pursuant to license (File No. BLCDDT-20060630AEE) with 16 kW ERP at 403 meters HAAT, which are the same facilities approved for post-transition operation in Appendix B. Trinity has been granted a construction permit to match the licensed digital contour with facilities operating with 14.5 kW ERP at 415 meters HAAT (File No. BPCDT-

20080307AAT). Trinity also has applied to maximize the WWTO-DT facilities with a proposal to increase power to 80 kW ERP, also at 415 meters HAAT (File No. BMPCDT-20080611ACK), which application remains pending before the FCC.

The FCC staff indicated that the pending maximization applications of WGEM-DT (File No. BMPCDT-20080619ADS) and WWTO-DT (File No. BMPCDT-20080611ACK) are mutually exclusive because the WWTO-DT maximization application causes new interference to WGEM-DT in excess of 0.5%. Specifically, the FCC staff indicates that the WWTO-DT maximization application causes approximately 1.13% new interference to WGEM-DT's maximization application for 17.1 kW. Failure to resolve this interference could result in the dismissal of both the WGEM-DT and the WWTO-DT maximization applications. Additionally, grant of the WGEM-DT maximization application will enable the station to provide viewers who used indoor antennas to receive its prior analog service a stronger, more useable digital signal.

#### **Agreement**

1. Because the Parties wish to resolve the mutual exclusivity expeditiously so that both parties may maximize and increase power in order to provide improved digital service to their viewers, and in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

2. Consistent with 47 C.F.R. § 73.623(h)(3), QBC shall amend the pending maximization application of WGEM-DT (File No. BMPCDT-20080619ADS) to increase ERP from 17.1 kW to 26 kW at 238 meters HAAT. As part of this amendment, QBC will state that it shall accept: (a) 1.18% new interference from WWTO-DT's maximization application (File No. BPCDT-20080611ACK) to the proposed WGEM-DT

26 kW ERP maximized facility; and (b) 0.68% new interference to the current WGEM-DT construction permit at 12.3 kW ERP (File No. BPCDT-20080307AAT). QBC shall attach an executed copy of this Interference Agreement to its amendment application filed with the FCC.

3. Consistent with 47 C.F.R. § 73.623(h)(3), Trinity shall amend the pending maximization application of WWTO-DT (File No. BPCDT-20080611ACK) to state that it will accept from the above-described proposed WGEM-DT amendment to increase power to 26 kW: (a) 1.28% new interference to both WWTO-DT's licensed operations (File No. BPCDT-20060630AEE) and Appendix B facilities; and (b) 1.04% to the WWTO-DT construction permit (File No. BPCDT-20080307AAT). Because the proposed 26 kW operation of WGEM-DT will not cause in excess of 0.5% interference to the pending WWTO-DT maximization application (File No. BPCDT-20080611ACK), there is no need for Trinity to agree to accept interference to the WWTO-DT maximization application from the WGEM-DT 26 kW maximization proposal. Trinity shall attach an executed copy of this Interference Agreement to its amendment application filed with the FCC. If necessary for the FCC to grant WGEM-DT's proposed 26 kW amended maximization application, Trinity shall amend its maximization application to accept 0.7% new interference from the pending maximization application of WILX-DT, Onondaga, Michigan, (Facility ID No. 6863), licensed to Gray Television Licensee, LLC. (File No. BMPCDT-20080618AAZ).

4. Each Party agrees that it will give the other advance notice of any material change to its respective proposal that would increase the level of predicted interference between the stations beyond that predicted to result from the applications and proposals

described above, including, but not limited to, any change in antenna type, latitude and longitude of the transmitter site, effective radiated power, height above average terrain, or antenna radiation center above ground level. Such notice shall be provided in a timely fashion in order to provide the other Party with sufficient time to review and assess the impact of the proposed change.

5. In the event either Party modifies its proposal in such a manner as to increase the interference predicted to occur between the stations beyond the level predicted to result from the current proposals, the other Party, without incurring any liability or continuing obligation of any kind, may terminate this Interference Agreement by written notice.

6. Each Party represents and warrants that the officer executing this Interference Agreement for such Party has all necessary power and authority to enter into this Interference Agreement on behalf of such Party, and that this Interference Agreement is a valid and binding agreement of such Party and the Parties, enforceable according to its terms. The Parties acknowledge that each of them has relied on the benefits to be obtained by such Party hereunder in entering into this Interference Agreement.

7. This Interference Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

8. No Party hereto shall take any action that is inconsistent with its obligations under this Interference Agreement or that could hinder or delay the other Party's rights and interests contemplated by this Interference Agreement. No amendment, modification or waiver of compliance with any provision of this Interference

Agreement shall be effective unless in a writing signed by the Party against whom enforcement is sought.

9. The Parties shall cooperate fully with each other and their respective counsel in connection with any actions required to be taken with respect to their respective obligations under this Interference Agreement, and each Party shall execute such other documents as may be necessary and desirable to the implementation of this Interference Agreement. In particular, each Party agrees: (a) to provide the other Party a draft of its amendment application within three business days of the execution of this Interference Agreement; (b) to respond to any comments by the other Party (such comments must be provided by the other Party within three business days of receipt of the draft amendment application); and (c) to file its amendment within three business days of receiving comments from the other Party. In order to obtain grants from the FCC of each Party's respective amended maximization application, each Party agrees to take all commercially reasonable efforts to address any questions or concerns raised by the FCC or any third party and to notify the other Party of any such questions or concerns promptly.

10. The parties each acknowledge that a licensed television channel and the right to broadcast without objectionable interference upon such channel pursuant to the rules and regulations of the FCC are unique assets, not readily available in the open market and that, in the event that either fails to perform its obligations hereunder, money damages alone will not be adequate to compensate the other Party for its injury. Therefore, each Party agrees and acknowledges that in the event of its failure to perform its obligations hereunder, the other Party shall be entitled to specific performance of the

terms of this Interference Agreement, in lieu of any other remedy in equity or law. If any action is brought by a Party to enforce this Interference Agreement, the other Party shall waive the defense that there is an adequate remedy at law, and the prevailing Party shall be entitled to receive from the other Party all court costs, attorney's fees and other out-of-pocket expenses incurred by the prevailing Party in enforcing or defending its rights under this provision and the Interference Agreement.

11. Each Party shall bear all of the expenses incurred by it in connection with negotiating and implementing this Interference Agreement, including without limitation the legal and consulting fees of its outside legal counsel and consulting engineer(s).

11. Except for the agreements set forth above, no consideration is being paid by either Party in connection with this Interference Agreement. This Interference Agreement shall be governed and construed according to the laws of the District of Columbia, the Communications Act of 1934, as amended, and the rules and regulations of the FCC.

12. This Interference Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Electronic copies of signatures shall be treated as originals for all purposes.

**QUINCY BROADCASTING COMPANY**

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

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

Date: \_\_\_\_\_

TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC.

By: WJ Miller

Title: ASST SECRETARY

Date: MARCH 13, 2009