

DTV INTERFERENCE AGREEMENT

This DTV INTERFERENCE AGREEMENT ("DTV Interference Agreement" or "Agreement") is dated as of the 1st day of May, 2000, by and between Noe Corp. L.L.C., a Louisiana limited liability company ("Noe Corp."), and Cosmos Broadcasting Corporation, a South Carolina corporation ("Cosmos").

RECITALS

- A. Noe Corp. is the licensee of NTSC television station KNOE-TV, NTSC Channel 8, Monroe, Louisiana ("KNOE-TV") and permittee of digital television ("DTV") station KNOE-DT, DTV Channel 55 ("KNOE-DT") pursuant to authorizations issued by the Federal Communications Commission ("FCC").
- B. Cosmos is the licensee of NTSC television station KPLC-TV, NTSC Channel 7, Lake Charles, Louisiana ("KPLC-TV") and permittee of DTV station KPLC-DT, DTV Channel 8 ("KPLC-DT") pursuant to authorizations issued by the FCC.
- C. Cosmos desires to make certain improvements to the facilities of KPLC-DT in connection with its commencement of DTV transmissions on DTV Channel 8 that will result in the operation of KPLC-DT with an increased coverage area and will result in additional co-channel interference to the NTSC television transmission of KNOE-TV in excess of the FCC's DTV *de minimis* interference standard.
- D. Noe Corp. is seeking FCC authorization for KNOE-DT on Channel 7 that will result in co-channel interference to the NTSC television transmission of KPLC-TV in excess of the FCC's DTV *de minimis* interference standard.
- E. The parties desire to enter into this DTV Interference Agreement pursuant to and in accordance with 47 C.F.R. § 73.623(f) of the FCC's rules and policy statements adopted in MM Docket Number 87-268 which encourage the adoption of negotiated interference agreements to facilitate the implementation of DTV services.

In consideration of the above recitals and the mutual covenants and agreements set forth in this DTV Interference Agreement, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

SECTION 1. DEFINITIONS

"Channel Modification Application" means the petition(s)/application(s) of Noe Corp. submitted and/or to be submitted to the FCC seeking to modify the DTV Table to permit KNOE-DT to operate on Channel 7 at modified facilities and which does not exceed the interference to KPLC-TV described in Exhibit B.

“Modification” means the application(s) of Cosmos submitted to the FCC seeking to modify the facilities of KPLC-DT and which does not exceed the interference to KNOE-TV described in Exhibit A.

“FCC Consent” means action by the FCC granting its consent to Cosmos’ application to modify the facilities of KPLC-DT.

“Final Order” means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF NOE CORP.

Noe Corp. represents and warrants to Cosmos as follows:

2.1 Standing. Noe Corp. is a limited liability company duly organized, validly existing, and in good standing under the laws of Louisiana. Noe Corp. has all requisite authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Noe Corp. hereunder and thereunder.

2.2 Authorization and Binding Obligation. Noe Corp. is legally qualified, empowered and authorized to enter into this Agreement, and the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which Noe Corp. is bound. This Agreement has been duly executed and delivered by Noe Corp. and constitutes the legal, valid, and binding obligation of Noe Corp., enforceable against Noe Corp. in accordance with its terms.

SECTION 3 REPRESENTATION AND WARRANTIES OF COSMOS

Cosmos represents and warrants to Noe Corp. as follows:

3.1 Standing. Cosmos is a corporation duly organized, validly existing, and in good standing under the laws of South Carolina. Cosmos has all requisite authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Cosmos hereunder and thereunder.

3.2 Authorization and Binding Obligation. Cosmos is legally qualified, empowered and authorized to enter into this Agreement, and the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which Cosmos is bound. This Agreement has been duly executed and delivered by Cosmos and constitutes the legal, valid, and binding obligation of Cosmos, enforceable against Cosmos in accordance with its terms.

SECTION 4 COVENANTS AND AGREEMENTS

4.1 Interference to KNOE-TV.

(a) Cosmos shall use its best efforts to provide Noe Corp. the opportunity to review the Modification proposing the interference described in Exhibit A prior to formal submission to the FCC. Provided that the Modification would not create interference in excess of that described in Exhibit A, Noe Corp. agrees to accept such additional interference to the television transmissions of KNOE-TV which may occur as a result of the Modification and FCC Consent. Noe Corp. further agrees not to oppose, in any way, the Modification to the extent that interference to KNOE-TV would be equal or less than that described in Exhibit A.

(b) In the event and during such a period as KPLC-TV terminates analog operations on Channel 7 and begins digital operations on Channel 7, and KNOE-TV continues analog operations on Channel 8, Noe Corp. agrees to accept additional interference from KPLC-TV's operations on Channel 7 provided that it would not create interference in excess of that described in Exhibit A, assuming the operation of such facilities on Channel 8.

4.2 Interference to KPLC-TV.

(a) Noe Corp. has provided Cosmos a copy of its Petition for Rulemaking to substitute DTV Channel 7 for DTV Channel 55. Noe Corp. shall use its best efforts to provide Cosmos the opportunity to review the Channel Modification Application of KNOE-TV proposing the interference described in Exhibit B prior to formal submission to the FCC. Provided that the Channel Modification Application would not create interference in excess of that described in Exhibit B, Cosmos agrees to accept such additional interference to the television transmissions of KPLC-TV which may occur as a result of the grant of the Channel Modification Application. Cosmos further agrees not to oppose, in any way, the Channel Modification Application to the extent that interference to KPLC-TV would be equal or less than that described in Exhibit B.

(b) In the event and during such a period as KNOE-TV terminates analog operations on Channel 8 and begins digital operations on Channel 8, and KPLC-TV continues analog operations on Channel 7, Cosmos agrees to accept additional interference from KNOE-TV's operations on Channel 8 provided that it would not create interference in excess of that described in Exhibit B, assuming the operation of such facilities on Channel 7.

4.3 Channel Modification Application. Notwithstanding anything contained in this Agreement to the contrary, the parties covenant and agree that the terms of this Agreement shall remain in full force and effect, regardless of the FCC's decision with respect to the Channel Modification Application.

4.4 Modification. The parties covenant and agree that the terms of this Agreement shall remain in full force and effect, regardless of (i) the FCC's decision with respect to the

Modification or (ii) a decision by Cosmos for any reason not to submit to the FCC the Modification.

4.5 DTV Power Limits. Notwithstanding anything contained in this Agreement to the contrary, the parties covenant and agree that the maximum effective radiated omnidirectional power of either KPLC-DT operating on Channel 8 or KNOE-DT operating on Channel 7 shall not exceed the limits as described in Exhibit C.

4.6 De Minimis Interference Cap. The parties acknowledge that, under rules and policies of the FCC in effect from time to time, the percentage of television coverage area of KNOE-TV or KPLC-TV with received signal interference may determine the extent to which either KNOE-TV or KPLC-TV may be required by the FCC, apart from this Agreement, to accept additional received signal interference from each other or from third parties. The parties agree that the received signal interference to be accepted by or from either KNOE-TV or KPLC-TV by the other station shall be governed by this Agreement, and that neither party will seek to impose received signal interference upon the other in excess of that permitted by this Agreement, regardless of whether the other party could be required to accept such interference under FCC rules and policies then in effect. The parties further intend that, with respect to KPLC-TV and KNOE-TV, either party may assert the interference already received or to be received from the other party pursuant to this Agreement as a ground to oppose any action or proposed action of the FCC that would require either party to accept additional received interference from third parties over and above that permitted by this Agreement. In particular:

(a) Cosmos concurs with Noe Corp. that Noe Corp. may assert, pursuant to the FCC's Public Notice regarding DTV Application Processing Guidelines (released Aug. 10, 1998), that the received interference described in Exhibit A that would result from the FCC Consent reduces the amount of additional received interference that KNOE-TV would be required to accept under the *de minimis* interference cap set forth in 47 C.F.R. § 73.623(c) as a result of other potential modifications of allotments and/or facilities without the express consent of Noe Corp.

(b) Noe Corp. concurs with Cosmos that, notwithstanding current levels of received interference, Cosmos may assert, pursuant to the FCC's Public Notice regarding DTV Application Processing Guidelines (released Aug. 10, 1998), that the received interference described in Exhibit B that would result from grant of the Channel Modification Application reduces the amount of additional received interference that KPLC-TV would be required to accept under the *de minimis* interference cap set forth in 47 C.F.R. § 73.623(c) as a result of other potential modifications of allotments and/or facilities without the express consent of Cosmos.

4.7 No Inconsistent Action. Neither party shall take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in the event that either party violates its obligations in this Section 4.7 (the "Violating Party"), the other party shall have the right to seek specific performance of Violating Party's obligations hereunder.

4.8 Cooperation. Noe Corp. and Cosmos shall cooperate fully with each other and their respective counsel in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Noe Corp. and Cosmos shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their best efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement. Cosmos agrees, in cooperation with Noe Corp., to take all commercially reasonable actions to assist and support Noe Corp. in securing grant of the Channel Modification Application, including, but not limited to, consulting with Noe Corp. and actively supporting Noe Corp.'s efforts in that regard before the FCC.

4.9 Compensation. As full compensation for any and all interference caused by Cosmos' use of DTV Channel 8, Cosmos agrees to pay Noe Corp. as follows:

(a) If the FCC awards DTV Channel 7 to Noe Corp., according to one of the following two options, the choice of option being at Cosmos' sole discretion: either (i) six annual payments of \$15,000 per year due May 1st of each year beginning in 2002, provided, however, that no further payments shall be due following the date KPLC-DT vacates Channel 8 or KNOE-TV/DT vacates Channel 8; or (ii) a single lump sum payment of \$78,000 due upon the execution of this Agreement.

(b) If the FCC does not award DTV Channel 7 to Noe Corp., up to six annual payments of \$50,000 per year with each such payment to be due May 1, provided that (i) Cosmos shall not be obliged to make any such annual payment unless and until Noe Corp. shall have given Cosmos notice that the FCC has issued an order denying the award of DTV Channel 7 to Noe Corp. and that such order is no longer subject to appeal or will not be appealed by Noe Corp.; (ii) Cosmos shall not have any obligation to make any such annual payment prior to May 1, 2002; and (iii) Cosmos shall have no obligation to make any further payments following the date that KPLC-DT vacates Channel 8.

SECTION 5. TERM and TERMINATION

The term of this Agreement shall begin as of the date hereof and shall continue in effect until such time as this Agreement is terminated. This Agreement may be terminated either:

(a) by either Noe Corp. or Cosmos, upon (i) the termination of KNOE-TV's analog operations on Channel 8 and the commencement of the station's DTV operations on Channel 8 and (ii) the termination of KPLC-TV's analog operations on Channel 7 and the commencement of the station's DTV operations on Channel 7; or

(b) by mutual agreement of the parties.

SECTION 6. POST-DTV TRANSITION

(a) Cosmos agrees to elect Channel 7, pursuant to the procedures ultimately adopted by the FCC, for KPLC-DT's digital operations subsequent to termination of KPLC-TV's analog operations. Cosmos agrees to commence DTV operation on Channel 7 at the earliest possible time.

(b) Noe Corp. agrees to elect Channel 8, pursuant to the procedures ultimately adopted by the FCC, for KNOE-DT's digital operations subsequent to termination of KNOE-TV's analog operations. Noe Corp. agrees to commence DTV operation on Channel 8 at the earliest possible time.

SECTION 7 MISCELLANEOUS

7.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, sent by commercial delivery service, facsimile transmission or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service or on the return receipt or on the date sent by facsimile with receipt confirmed by telephone, and (d) addressed as follows:

If to Noe Corp.: James A. Noe, Jr.
President – KNOE-TV
P.O. Box 4067
Monroe, LA 71211
cc: Roy Frostenson

With a Copy to: Robert B. Jacobi
Cohn and Marks
1920 N Street, NW, Suite 300
Washington, DC 20036-1622
Phone: (202) 452-4810 Fax: (202) 293-4827

If to Cosmos: Cosmos Broadcasting Corporation
200 Wade Hampton Boulevard
Greenville, SC 29615
Attn.: James Keelor

With a copy to: John S. Logan, Esq.
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W., Suite 800
Washington, D.C. 20036
Phone: (202) 776-2000 Fax: (202) 776-2222

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 7.1.

7.2 Benefit and Binding Effect. No party may assign this Agreement without the prior written consent of the other party hereto, provided that such consent may not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7.3 Further Assurances. The parties shall execute any other applications, agreements or documents that may be necessary and desirable to the implementation and consummation of this Agreement.

7.4 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of South Carolina (without regard to the choice of law provisions thereof).

7.5 Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

7.6 Amendments. This Agreement cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

7.7 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this DTV Interference Agreement as of the day and year first above written.

NOE CORP., L.L.C.

By: _____
Name:
Title:

COSMOS BROADCASTING CORPORATION

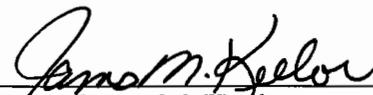
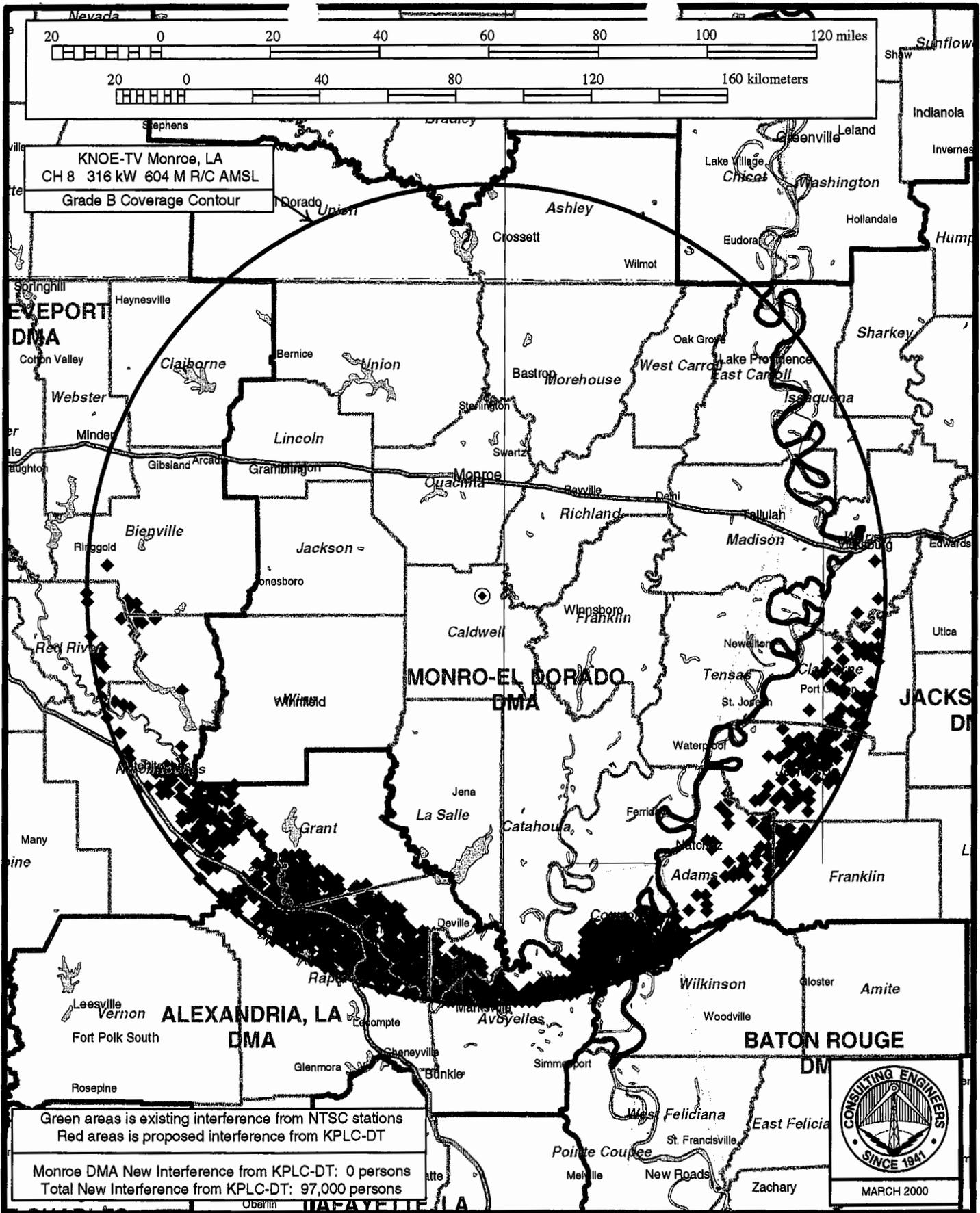
By: 
Name: James M. Keelor
Title: President

EXHIBIT A

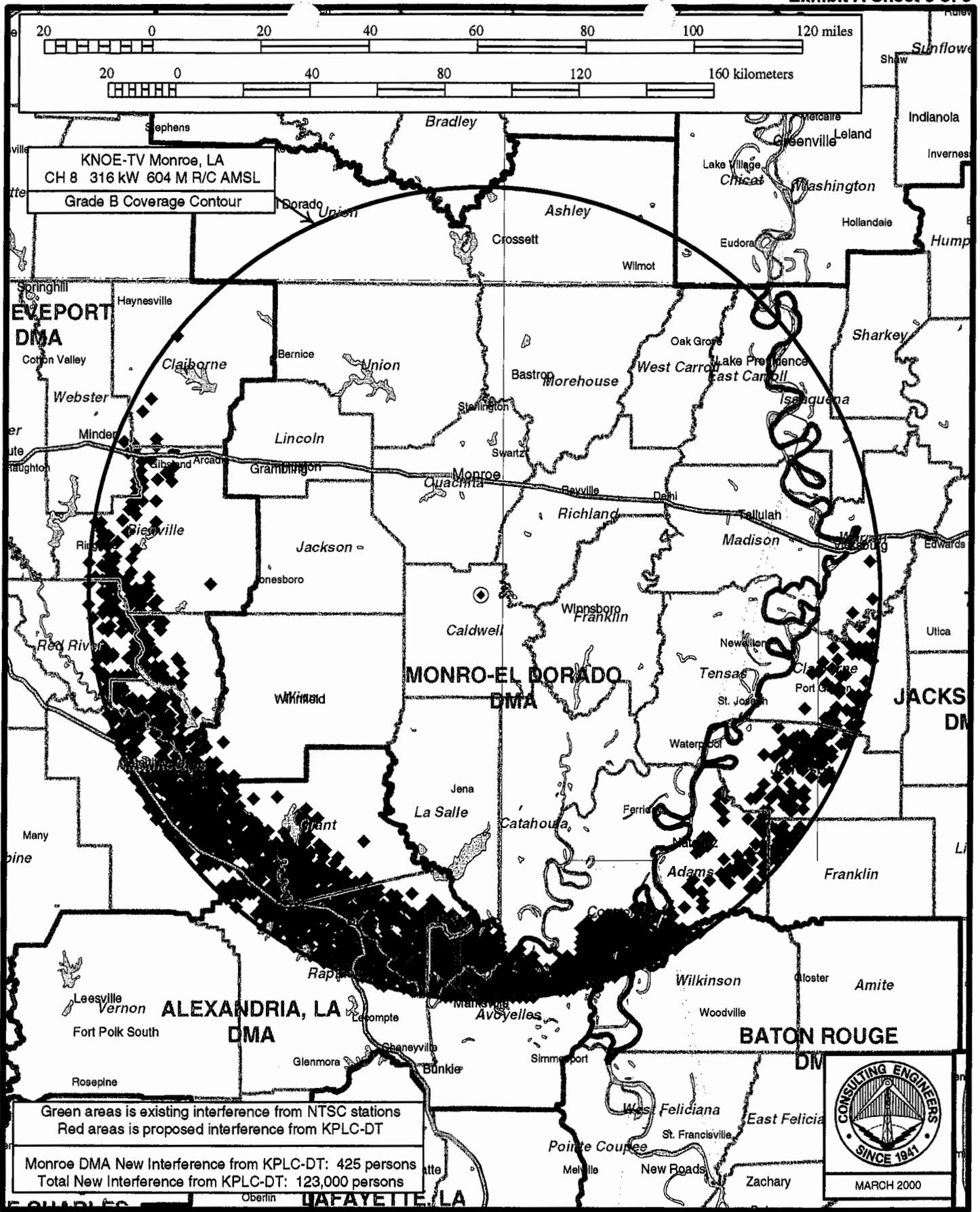
Description of Interference Caused by KPLC-DT to KNOE-TV

As shown on Exhibits A 1, A 2 and A 3



KNOE(TV) INTERFERENCE ANALYSIS

KPLC-DT 5 KILOWATT ERP



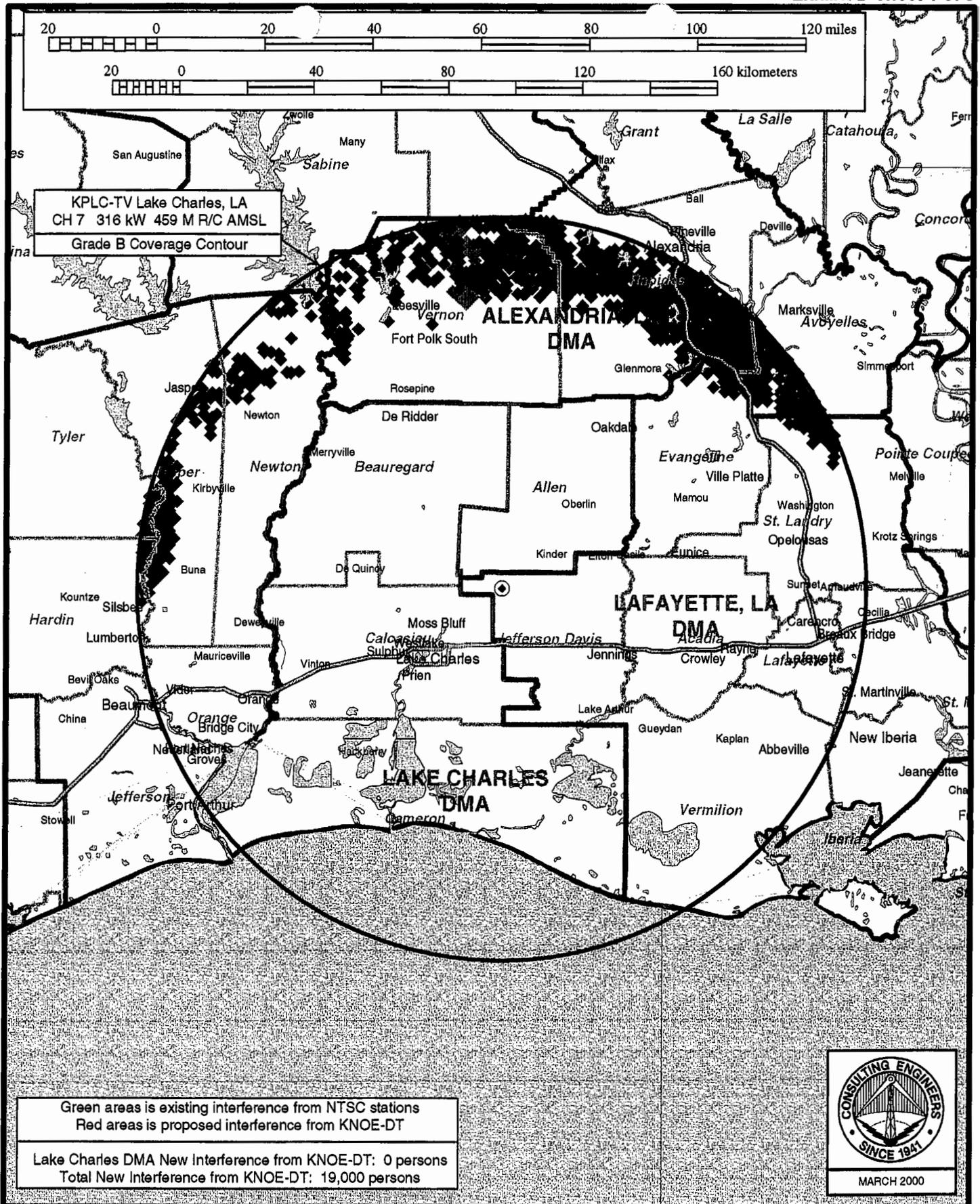
KNOE(TV) INTERFERENCE ANALYSIS

KPLC-DT 15 KILOWATT ERP

EXHIBIT B

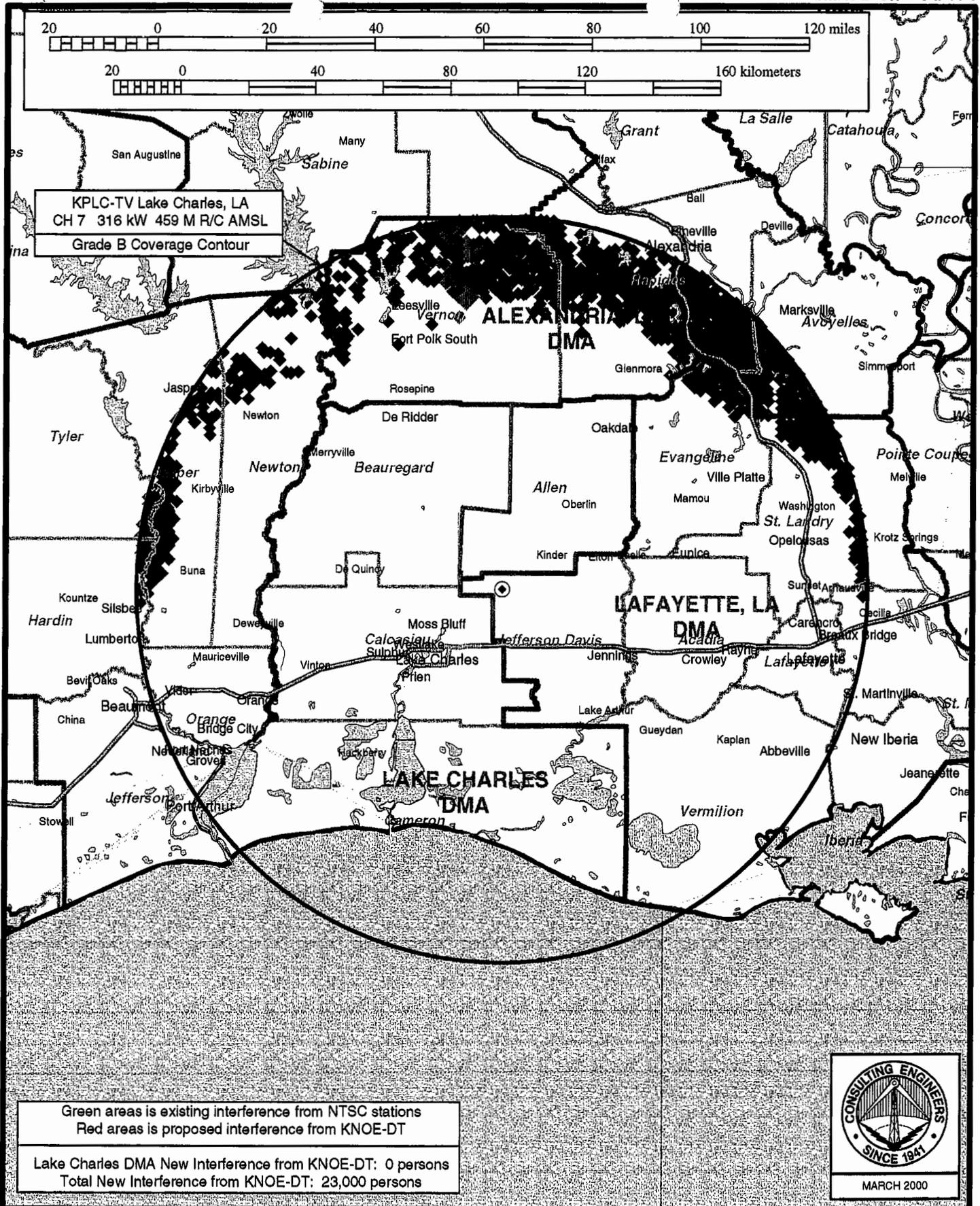
Description of Interference Caused by KNOE-DT to KPLC-TV

As shown on Exhibits B 1, B 2 and B 3



KPLC(TV) INTERFERENCE ANALYSIS

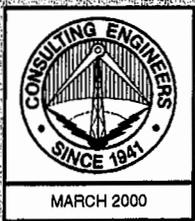
KNOE-DT 5 KILOWATT ERP



KPLC-TV Lake Charles, LA
 CH 7 316 KW 459 M R/C AMSL
 Grade B Coverage Contour

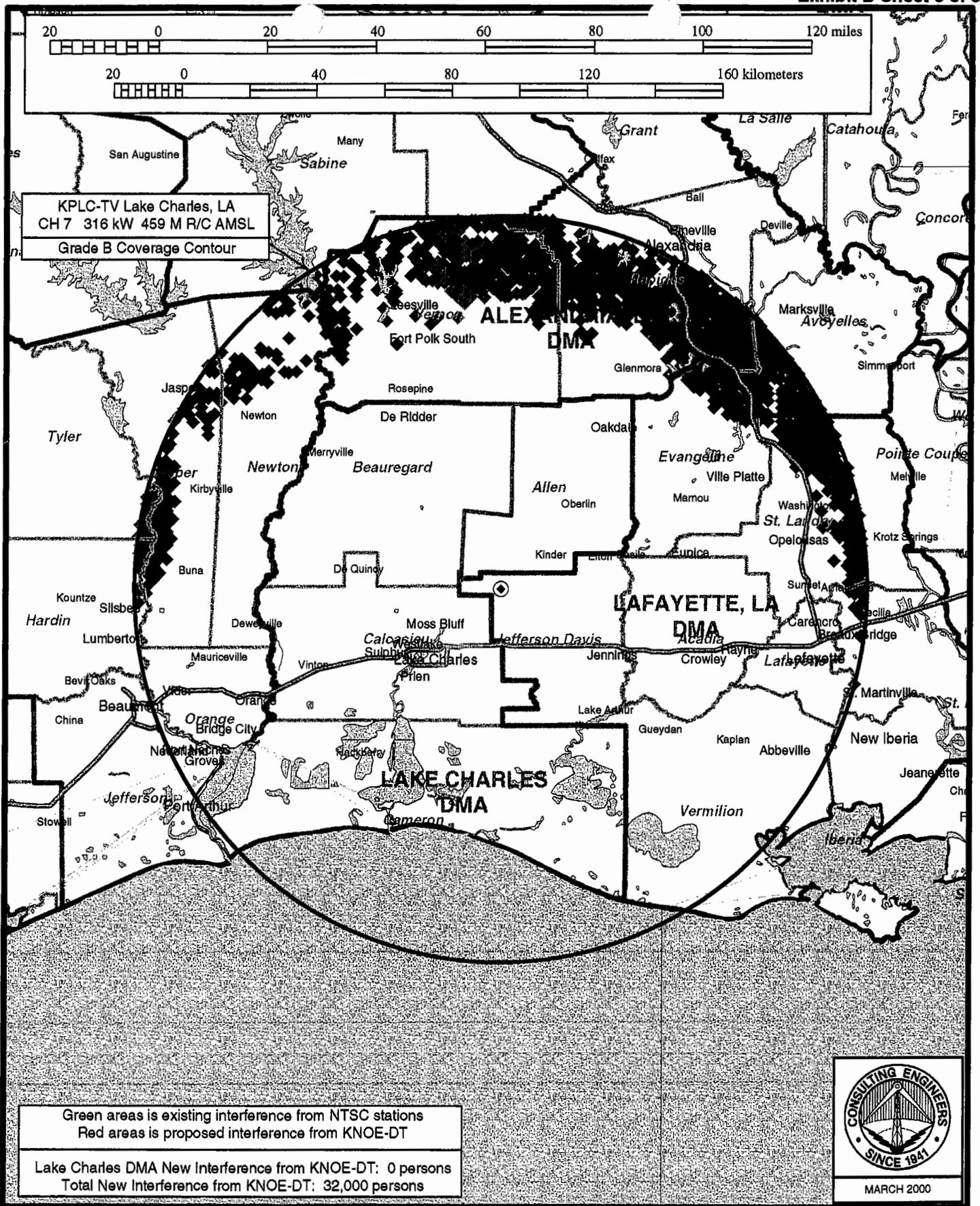
Green areas is existing interference from NTSC stations
 Red areas is proposed interference from KNOE-DT

Lake Charles DMA New Interference from KNOE-DT: 0 persons
 Total New Interference from KNOE-DT: 23,000 persons



KPLC(TV) INTERFERENCE ANALYSIS

KNOE-DT 10 KILOWATT ERP



KPLC(TV) INTERFERENCE ANALYSIS

KNOE-DT 15 KILOWATT ERP

EXHIBIT C

KNOE-DT and KPLC-DT Power Limits (Note 3)

STEP	POWER LEVEL	KPLC	KNOE
1	Initial Power Limit	5.0 kW NDA	5.0 kW NDA
2	10% DTV Penetration – Note 1	10.0 kW NDA	10.0 kW NDA
3	50% DTV Penetration – Note 2	15.0 kW NDA	15.0 kW NDA

NOTE (1) DTV penetration is based on the individual local station markets as defined by the FCC, TV Research organizations, or other mutually agreeable resources.

NOTE (2) At such time the allocation situation permits KNOE-DT and KPLC-DT to achieve greater effective radiated power to other stations, both stations, by mutual agreement, will equally increase the effective radiated power to the same level.

NOTE (3) The parties, by mutual agreement, may increase power levels above the power step limits.

TECHNICAL SPECIFICATIONS

KNOE-DT MONROE, LOUISIANA

Employing facilities requested in Rulemaking Petition

DTV Channel: 7
Initial Effective Radiated Power: 5 kilowatts
Antenna: Non-Directional
Radiation Center: 543 meters above mean sea level
Coordinates: 32° 11' 45" North Latitude
92° 04' 10" West Longitude

KPLC-TV Lake Charles, Louisiana

DTV Channel: 8
Initial Effective Radiated Power: 5 kilowatts
Antenna: Non-Directional
Radiation Center: 459 meters above mean sea level
Coordinates: 30° 23' 47" North Latitude
93° 00' 08" West Longitude

KNOE-DT and KPLC-DT geographic coordinates may be permitted to change by up to five (5) seconds (Latitude and/or Longitude) to accommodate any changes and/or corrections in tower locations.