

## **INTERFERENCE ACCEPTANCE AGREEMENT**

This Interference Acceptance Agreement is entered into as of September 30, 2009 by and between COMMUNITY TELEVISION OF NORTH CAROLINA LICENSE, LLC ("WGHP") and WSOC TELEVISION, INC. ("WSOC").

WGHP holds an authorization from the Federal Communications Commission ("FCC") to construct and operate a post-transition DTV facility for television station WGHP(TV), High Point, North Carolina (FCC Facility ID No. 72106), on channel 8 at 18.75 kW effective radiated power ("ERP")(File No. BMPCDT-20080620ANG, hereinafter the "WGHP Maximization Permit"). WGHP is also authorized by the FCC to construct a post-transition DTV facility on channel 8 at 11.5 kW ERP (File No. BPCDT-20080311ACD, hereinafter the "WGHP Permit"). WGHP filed a license to cover the WGHP Permit on July 1, 2009 (File No. BLCDDT-20090701ADA) that is pending before the FCC.

WSOC holds an FCC license to operate a post-transition DTV facility for television station WSOC-TV, Charlotte, North Carolina (FCC Facility ID No. 74070), on channel 34 at 1000 kW ERP (File No. BLCDDT-20040526ANW, hereinafter the "WSOC License"). WSOC also holds an FCC license to operate a post-transition DTV facility for television station WAXN-TV, Kannapolis, North Carolina (FCC Facility ID No. 12793) ("WAXN-TV"), on channel 50 at 91 kW ERP (File No. BLCDDT-20090511AYQ). WSOC believes that certain persons located in portions of the WAXN-TV digital service area are having difficulty receiving the signal of WAXN-TV.

As of June 11, 2009, WGHP held an FCC license to operate a DTV facility for television station WGHP(TV), High Point, North Carolina on channel 35 at 1000 kW ERP (File No. BLCDDT-20060912ACW, hereinafter the "WGHP License"). On June 12, 2009, WGHP ended operation on channel 35 and began operation of a post-transition DTV facility for television station WGHP(TV) on channel 8 under the WGHP Permit. On June 13, 2009, WGHP's pre-transition Digital Television Allotment of channel 35 to High Point, North Carolina, was effectively cancelled by operation of the DTV Delay Act, Pub. L. No. 111-4, 123 Stat. 112 (2009).

On or about June 17, 2009, WGHP applied to the FCC for a Special Temporary Authorization ("STA") to once again operate a DTV facility for television station WGHP(TV) on channel 35 at 1000 kW ERP (File No. BDSTA-20090617ADU, hereinafter the "WGHP STA") using the WGHP License facilities. WSOC agreed to accept the incremental interference predicted to be caused by the WGHP STA facilities to the population inside the protected service area associated with the WSOC License (where such affected persons largely are located in and around Randolph County, North Carolina) for a period not to exceed six months.

Consistent with the FCC's rules and for good and fair consideration, the sufficiency of which is hereby acknowledged, WGHP and WSOC hereby agree as follows:

1. All references to predicted service area shall mean the service area predicted by applying the FCC's rules and policies in effect as of the date of this Agreement.

2. WGHP intends to file a Petition for Rulemaking (“Petition”) with the FCC to amend the post-transition Digital Television Table of Allotments by substituting channel 35 for its allotted channel 8 channel at High Point, North Carolina. In the Petition, WGHP intends to request the technical parameters of the WGHP License facilities (hereinafter the “WGHP Petition Facilities”) for its allotment. If and when the FCC grants the Petition and changes WGHP’s post-transition digital allotment, WGHP intends to file a corresponding digital construction permit application specifying the WGHP Petition Facilities (the “WGHP Petition Application”). WGHP may, in its sole discretion, file a construction permit application at a later date to move the transmitting antenna higher on the tower with technical parameters specified in Exhibit A of this Agreement (the “WGHP Antenna Application”).
3. WSOC hereby consents to FCC approval of the Petition, the WGHP Petition Application, and the WGHP Antenna Application (if filed). Interference from the WGHP Petition Facilities and the WGHP Petition Application Facilities is predicted to 2.8 percent of the persons inside the protected service area associated with the WSOC License. Interference from the WGHP Antenna Application Facilities is predicted to 2.95 percent of the persons inside the protected service area associated with the WSOC License. WSOC also hereby consents to a six month extension of the WGHP STA, if necessary. Under no circumstance shall WGHP rely on this consent to seek or obtain FCC approval for a modification of WGHP(TV)’s post-transition digital facilities that increases the amount of predicted interference to the persons inside the protected service area associated with the WSOC License beyond that predicted in the WGHP Antenna Application.
4. WSOC intends to file a construction permit application for a so-called “Replacement Digital Television Translator” (authorized in MB Docket No. 08-253) to be associated with WAXN-TV with technical parameters specified in Exhibit B of this Agreement (the “WAXN Replacement Translator Application”). Interference from the WAXN Replacement Translator Application Facilities is predicted to 1.4 percent of the persons inside the protected service area associated with the WGHP Petition Application (where such affected persons largely are located in and around Rowan and Iredell Counties in North Carolina), should the WGHP Petition Application be approved by the FCC.
5. WGHP hereby consents to FCC approval of the WAXN Replacement Translator Application. Under no circumstance shall WSOC rely on this consent to seek or obtain FCC approval for a modification of the facilities specified in the WAXN Replacement Translator Application that increases the amount of predicted interference to the service area associated with the WGHP Petition Application beyond that predicted in the WAXN Replacement Translator Application.
6. WSOC and WGHP may file the above-referenced petitions and/or applications at any time in the future.
7. Each of WSOC and WGHP shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to any regulatory filings implicated

by this Agreement, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto. Neither WSOC nor WGHP shall take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the other party's enjoyment of its rights and interests contemplated by this Agreement.

8. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. No amendment or waiver of compliance with any provision hereof shall be effective unless in a writing signed by the party against whom enforcement is sought. Acceptance of the interference agreed to herein shall continue to run with the station, not the licensee, and shall be binding on future successors or assigns (without the need for consent) in the event of assignment of a station's license or a change in control of a licensee. This Agreement shall be governed by the laws of the State of North Carolina without giving effect to the choice of law provisions thereof. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Except for the consent set forth above, no consideration is being paid by either party in connection with this Agreement.

**COMMUNITY TELEVISION OF NORTH CAROLINA LICENSE, LLC**

By: 

Pamela Taylor  
CFO

**WSOC TELEVISION, INC.**

By: 

Andrew A. Merdek  
Secretary

**EXHIBIT A**

WGHP Antenna Application Technical Parameters

Channel:	35
Geographic Coordinates:	35-48-46 N, 79-50-29 W
Antenna Structure Registration:	1251069
Overall Tower Height:	380 m AGL
Ground Elevation:	239 m AMSL
Height of Radiation Center:	371 m AGL
	398 m HAAT
Antenna Type:	Non-Directional
Maximum Effective Radiated Power:	1000 kW

**EXHIBIT B**

WAXN Replacement Translator Application Technical Parameters

Channel:	36
Geographic Coordinates:	35-35-32 N, 80-37-44 W
Antenna Structure Registration:	1023508
Overall Tower Height:	315 m
Ground Elevation:	248 m
Radiation Center:	400 m AMSL 152 m AGL
Antenna Type:	ERI, ALP16L3-HSW Cardioid
Antenna Major Lobe Orientation:	30 degrees true
Transmitter Power Output:	0.95 kW
Emission Mask:	Stringent
Maximum Effective Radiated Power:	11.5 kW