

## **INTERFERENCE ACCEPTANCE AGREEMENT**

**THIS AGREEMENT** is made as of September 10, 2008 between Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network. (“Trinity”) and Gray Television Licensee, Inc. (“Gray”).

1. Gray is the licensee of television broadcast station WTAP-TV, Parkersburg, West Virginia (Facility ID 4685) (the “Gray Station”), scheduled pursuant to rules of the Federal Communications Commission (“FCC”) to broadcast only on digital Channel 49 after February 17, 2009. On June 17, 2008, Gray filed an application (File No. BPCDT-20080617ABQ) (the “Gray Application”) with the FCC for permission to enlarge the authorized service area of the Gray Station.

2. Trinity is the licensee of television broadcast station WDLI-TV, Canton, Ohio (Facility ID 178254) (the “Trinity Station”). Trinity is seeking permission from the FCC pursuant to a petition for rulemaking to change the authorized digital channel of the Trinity Station to Channel 49 for use after February 17, 2009 (File No. BPRM-20080620AHX) (the “Trinity Petition”).

3. On August 15, 2008 the FCC’s Media Bureau sent Gray and Trinity a letter notifying them that the Gray Application and the Trinity Petition were mutually exclusive because the facilities proposed in the Gray Application and the Trinity Petition are predicted to exceed the permissible interference standards of the FCC (the “FCC MX Letter”). Accordingly, without modification of either or both of the Gray Application and the Trinity Petition, pursuant to the FCC’s rules and policies, neither can be authorized by the FCC without the consent of both Trinity and Gray and are otherwise subject to dismissal.

4. Consistent with 47 C.F.R. § 73.623(h)(3), and for the purpose of obtaining authorization of the facilities proposed in the Trinity Petition, subject to paragraph 6, below, Gray hereby agrees that it will accept the interference proposed in the Trinity Petition. According to the FCC MX Letter and separate calculations performed by Gray and Trinity based upon the FCC’s rules and policies, 1.03% of the service area population proposed in the Gray Application is predicted to receive interference from the facilities proposed in the Trinity Petition.

5. Consistent with 47 C.F.R. § 73.623(h)(3), and for the purpose of obtaining authorization of the facilities proposed in the Gray Application, Trinity hereby agrees that it will accept the interference proposed in the Gray Application. According to the FCC MX Letter and separate calculations performed by Gray and Trinity based upon the FCC’s rules and policies, approximately 0.5% of the service area population proposed in the Trinity Petition is predicted to receive interference from the facilities proposed in the Gray Application. Furthermore, to facilitate the Gray Station in providing a robust broadcast service, Trinity hereby agrees that it will accept interference from the Gray Station (as it may so be modified in the future pursuant to requests to the FCC) to a total of 1.03% of the Trinity Station’s authorized service area population specified in the Trinity Petition.

6. Trinity further agrees that at its sole expense it will coordinate with Gray to resolve any instance of actual interference the Trinity Station may cause to the Gray Station within the Parkersburg, West Virginia Designated Market Area, or to the head-end of any cable television system carrying the Gray Station.

7. Trinity and Gray shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to their filings, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. 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. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of West Virginia without giving effect to the choice of law provisions thereof. This Agreement may be executed electronically and in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Electronic copies of signatures shall be treated as originals for all purposes. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting, engineering, and legal fees incurred in connection herewith. No consideration is being paid by either party in connection with this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

**GRAY:**

**GRAY TELEVISION LICENSEE, INC.**

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

Name:

Title:

**TRINITY:**

**TRINITY CHRISTIAN CENTER OF SANTA ANA,  
INC., d/b/a TRINITY BROADCASTING NETWORK**

By: Warren B. Miller

Name: WARREN B. MILLER

Title: ASST. SECRETARY

6. Trinity further agrees that at its sole expense it will coordinate with Gray to resolve any instance of actual interference the Trinity Station may cause to the Gray Station within the Parkersburg, West Virginia Designated Market Area, or to the head-end of any cable television system carrying the Gray Station.

7. Trinity and Gray shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to their filings, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. 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. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of West Virginia without giving effect to the choice of law provisions thereof. This Agreement may be executed electronically and in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Electronic copies of signatures shall be treated as originals for all purposes. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting, engineering, and legal fees incurred in connection herewith. No consideration is being paid by either party in connection with this Agreement.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first set forth above.

**GRAY:**

**GRAY TELEVISION LICENSEE, INC.**

By:   
Name: ROGER A. SHEPPARD  
Title: V.P./GM, WTRF-TV

**TRINITY:**

**TRINITY CHRISTIAN CENTER OF SANTA ANA,  
INC., d/b/a TRINITY BROADCASTING NETWORK**

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