

## **INTERFERENCE ACCEPTANCE AGREEMENT**

This Interference Acceptance Agreement ("Agreement") is entered into as of January 7, 2009 by and between Norwell Television, LLC ("Norwell") and Maine Public Broadcasting Corp. ("MPBC").

1. Norwell is the licensee of television station WWDP-DT, FCC Facility ID No. 23671, Norwell, Massachusetts, 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. BPCDT-20080313ACC (the "WWDP Permit"))).

2. MPBC is the licensee of television station WCBB-DT, FCC Facility ID No. 39659, Augusta, Maine, and holds a construction permit issued by the FCC authorizing it to construct a post-transition DTV facility on Channel 10 (*see* FCC File No. BPEDT-20080317ACC (the "WCBB Permit"))).

3. Norwell desires to modify the authorized post-transition DTV facilities for WWDP-DT in order to maximize service to the public. Norwell has filed an application to modify the WWDP Permit in order to construct DTV facilities that transmit at a higher power level than the power level currently authorized by the WWDP Permit. *See* File No. BMPCDT-20080623AIP (the "WWDP Application").

4. MPBC desires to modify the authorized post-transition DTV facilities for WCBB-DT in order to maximize service to the public. MPBC has filed an application to construct DTV facilities that transmit at a higher power level than the power level currently authorized by the WCBB Permit. *See* File No. BMPEDT-20080620ALG (the "WCBB Application").

5. The facility proposed by the WCBB Application is predicted cause unique new interference to 0.85% of the total population predicted to be served by the facility proposed by the WWDP Application, creating a conflict between the WCBB Application and the WWDP Application.

6. Norwell hereby acknowledges and agrees to accept such interference. As consideration for Norwell's agreement, MPBC hereby consents to any future application by Norwell to modify the WWDP-DT 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 0.36% of the population served by WCBB-DT. MPBC also agrees that, at the time of an application by Norwell for such Subsequent Modification, upon request by Norwell, it will provide such additional reasonable documentation of its consent as the FCC may require.

7. For the purposes of this Agreement, "unique new interference" to WCBB-DT refers to interference in excess of the interference that is predicted to be caused by the facility parameters as specified in FCC File No. BMPCDT-20080620AIP.

8. Norwell and MPBC acknowledge that it is in their mutual interest to resolve the interference conflict between their applications and that the resolution of the interference conflict serves as additional consideration for this Agreement. Aside from the acceptance of interference reflected in paragraph 6 of this Agreement, no other consideration has been received or promised by or to either Norwell or MPBC in connection with this Agreement.

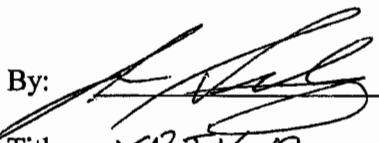
9. Upon the execution of this Agreement by both parties, each of Norwell and MPBC will file a copy of this Agreement with the FCC by an amendment to the WWDP Application and the WCBB Application, respectively (or provide a copy of the Agreement to the FCC by other means as may be requested by the FCC).

10. This Agreement may be executed in one or more counterparts, and all counterparts, when so executed, constitute one and the same agreement.

NORWELL TELEVISION, LLC

MAINE PUBLIC BROADCASTING  
CORP.

By:

  
Title: VP TV Operations

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

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

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NORWELL TELEVISION, LLC

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

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

MAINE PUBLIC BROADCASTING  
CORP.

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

Title: SEVP / CEO