

## INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement (the “Agreement”) is entered into as of this \_\_\_\_ day of January, 2018 by and between Caguas Educational TV, Inc. (“CET”) and La Cadena Del Milagro, Inc. (“LCDM”), (collectively referred to as the “Parties”).

CET is the licensee of digital television station WUJA, Ch. 24, Caguas, Puerto Rico (“WUJA”), pursuant to authorizations received from the Federal Communications Commission (“FCC”) (See FCC File No. BLEDT-20090612ADS). CET has submitted a minor modification of WUJA construction permit (LMS File No. 0000024838) to increase WUJA Effective Radiated Power to 100kW (the “CET Application”).

LCDM is the licensee of digital television station WVSN, Ch. 23, Humacao, Puerto Rico (“WVSN”), pursuant to authorizations received from the FCC (See FCC File No. BLCDDT-20080515ACR). LCDM has submitted a minor modification of WVSN construction permit (LMS File NO. 0000026037) to increase WVSN Effective Radiated Power to 50kW (the “LCDM Application”). The CET Application and the LCMN Application are collectively referred to as the “Applications”.

The Applications are pending due to the excessive interference that will occur from the proposed power increases.

Consistent with the FCC’s policy enunciated when it adopted Digital Companion service<sup>1</sup> the Parties hereby agree to accept the interference to the respective Applications predicted to be caused to the WUJA and WVSN facilities. The Parties also agree to file the Agreement as an amendment to their Applications, as instructed by the FCC.

The Parties 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 CET nor LCDM 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.

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. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, it is understood that the acceptance of interference agreed to herein shall continue to run with the station, not the licensee, and shall be

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<sup>1</sup> *Amendment of Parts 73 and 74 of the Commission’s Rules to Establish Rules for Digital Low Power Television, Television Translator, and Television Booster Stations and to Amend Rules for Digital Class A Television Stations*, Report and Order, 19 FCC Rcd 19331, 19368 (2004)

binding on future successors or assigns without the need for consent. 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 Commonwealth of Puerto Rico without giving effect to the choice of law provisions thereof. Except for the consent set forth above, no consideration is being paid by either party in connection with this Agreement. This Arrangement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

CAGUAS EDUCATIONAL TV, INC.

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

Title: PRESIDENT

LA CADENA DEL MILAGRO, INC.

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

Title: General Manager