

INTERERENCE ACCEPTANCE AGREEMENT

This INTERFERENCE ACCEPTANCE AGREEMENT ("Agreement") is made as of March 15, 2018 between CBS Broadcasting Inc., the licensee of Station WWJ-TV (Facility ID Number 72123), Detroit, MI (hereinafter "CBS") and ION Media Battle Creek License, Inc., the licensee of Station WZPX-TV (Facility ID Number 71871), Battle Creek, MI (hereinafter "Ion").

CBS has before the Commission an application for a construction permit (File Number 0000025826) to maximize WWJ-TV's repacked Channel 21 signal. It has been determined that the facilities specified in the WWJ-TV maximization application would cause a reduction in the population that would receive DTV service from the facilities described in WZPX-TV's repack maximization construction permit application (File Number 0000034925) by 0.83%.

Consistent with the FCC's rules and for the purpose of enabling construction of the WWJ-TV facilities, Ion hereby agrees to accept the 0.83% population reduction predicted interference that would be caused to its repack maximization construction permit application facility by the facilities specified in WWJ-TV's repack maximization construction permit application. Any proposed modifications in the future to the facilities of WWJ-TV that, if implemented, would result in it causing interference to the noise limited service area population WZPX-TV in amounts greater than agreed to herein shall require the additional prior written consent of Ion.

Except for the mutual agreement set forth herein, no consideration is being paid or promised by either party in connection with this Agreement

No amendment or waiver of compliance with any provision hereof shall be effective unless in 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 levels and the other rights and obligations agreed to herein shall continue to run with the relevant broadcast 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 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 New York without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions completed by this Agreement, including without limitation engineering, accounting and legal fees incurred in connection herewith. Except for 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.

ACCEPTED AND AGREED

CBS Broadcasting Inc.

By: 

Title: Vice President and
Assistant Secretary

ION Media Battle Creek License, Inc.

By: 

Title: Chief Innovation Officer