

INTERERENCE ACCEPTANCE AGREEMENT

This INTERFERENCE ACCEPTANCE AGREEMENT ("Agreement") is made as of March 15, 2018 between ION Media License Company, LLC, the licensee of Station WPXN-TV (Facility ID Number 73356), New York, NY (hereinafter "Ion"), and Philadelphia Television Station WPSG, Inc., the licensee of Station WPSG(TV) (Facility ID Number 12499), Philadelphia, PA (hereinafter "CBS").

Ion has before the Commission an application for a construction permit (File Number 0000034356) to maximize WPXN-TV's repacked Channel 34 signal. By letter, dated February 13, 2018, the Commission has notified Ion that its application would cause a reduction in the population that would receive DTV service from the repacked Channel 33 service of WPSG(TV) by 2.17%. Additionally, calculations have determined that said Ion's application would also cause a reduction in the population that would receive DTV service from the facilities defined in WPSG(TV)'s repack maximization construction permit application (File Number 0000034323) by 1.09%.

Consistent with the FCC's rules and for the purpose of enabling construction of the WPXN-TV facilities, CBS hereby agrees to accept the 2.17% population reduction predicted interference that would be caused to its granted repack construction permit facility and the 1.09% population reduction predicted interference that would be caused to its repack maximization construction permit application facility described above. Any proposed modifications in the future to the facilities of WPXN-TV that, if implemented, would result in it causing interference to the noise limited service area population WPSG(TV) in amounts greater than agreed to herein shall require the additional prior written consent of CBS.

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

ION Media License Company, LLC

By: 

Title: Chief Innovation Officer

Philadelphia Television Station WPSG, Inc.

By: 

Title: Senior Vice President and Assistant Secretary