

## **INTERFERENCE ACCEPTANCE AGREEMENT**

This Interference Acceptance Agreement (“Agreement”) is entered into as of June 19, 2018 (the “Effective Date”) by and between Gray Television Licensee, LLC (“Gray TV”), and ION Media License Company, LLC (“ION”).

1. Gray TV is the licensee of WCAV-TV, Charlottesville, VA, Facility ID 363 (“WCAV”). WCAV has a pending minor modification application that seeks to maximize WCAV’s post-auction facility on channel 32 (File No. 0000034188) (the “WCAV Application”).
2. ION is the licensee of WPXV-TV, Norfolk, VA, Facility ID 67077 (“WPXV”). WPXV has a pending minor modification application for WPXV’s post-auction facility on channel 32 (File No. 0000034922) (the “WPXV Application”).
3. The WCAV Application and WPXV Application are part of MX Group #11 as set forth in Public Notice, DA 18-435 (April 30, 2018).
4. In order to resolve the mutual exclusivity between the WCAV Application and the WPXV Application, Gray TV and ION agree to accept the interference described in paragraph 5 of this Agreement.
5. Gray TV agrees to accept 7.59% additional interference to the facilities set forth in the WCAV Application from WPXV. ION agrees to accept 1.19% additional interference to the facilities set forth in the WPXV Application from WCAV. Further, the parties agree that should either party modify its minor modification application prior to the construction deadline set forth on the construction permit such that interference is reduced to the other station, the parties will consent to a future facilities modification that causes no greater interference than set forth herein.
6. Gray TV and ION will cooperate with each other to provide the FCC with all information the FCC may request in connection with processing the WCAV Application and the WPXV Application. Neither party 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.
7. This agreement shall be binding upon the parties hereto and their respective successors or assigns. Except for the mutual consents and agreements set forth herein, no consideration is being paid or promised by either party in connection with this Agreement. No amendment shall be effective unless it is made in writing signed by the party against whom enforcement is sought. This Agreement shall be governed by the laws of the Commonwealth of Virginia without giving effect to the choice of law provisions thereof. 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. This Agreement may be executed in counterparts and by facsimile, each of which when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO INTERFERENCE AGREEMENT]

GRAY TELEVISION LICENSEE, LLC

By:   
Title: Vice President & Deputy GC

ION MEDIA LICENSE COMPANY, LLC

By:   
Title: Chief Innovation Officer