

LMS File No. 0000052929
W43CW-D, Facility ID 184013, Columbus, GA
DTV America Corporation

PURPOSE OF THIS AMENDMENT

The purpose of the instant amendment is to inform the Commission that the Applicant accepts, and waives any objection to, incoming interference from the other applicant(s) in the MX Group 21 listed in the FCC's Public Notice DA 18-1108, released October 30, 2018. The application is otherwise not being amended, and no changes have been made, in response to any of the questions on the FCC Form 2100.

The two applicants in MX Group 21 have each agreed to waive any incoming interference that may exist from the other applicant. Their agreement has been reduced to writing. A copy of the Interference Acceptance Agreement is attached to this exhibit.

The Applicant believes that this agreement is not subject to Section 73.3525 of the Commission's Rules, because that rule applies only "...whenever applicants for a construction permit for a broadcast station enter into an agreement to procure the removal of a conflict between applications pending before the FCC *by withdrawal or amendment of an application or by its dismissal pursuant to § 73.3568*,...[emphasis added]. The rule does not apply in this case, because no applicant is withdrawing or amending any aspect of its application.

Nevertheless, the Interference Acceptance Agreement recites that neither applicant has paid or promised any consideration to any other applicant or its principals. The parties are also amending the instant application to inform the Commission that, consistent with Section 73.3525 of the FCC rules, the application was not filed for the purpose of entering into a settlement. A grant of the instant application is in the public interest because it will save the parties and the Commission processing time and resources because it resolves the MX situation, and it will permit both stations to remain on the air to continue to provide broadcast services to viewers in their local communities.

INTERFERENCE ACCEPTANCE AGREEMENT

This **INTERFERENCE ACCEPTANCE AGREEMENT** (this "Agreement") is made this 9 day of June, 2018 by and between Ben Jordan Communications Corporation, licensee of digital TV channel WQMK-LD, Cusseta, AL (Fac. Id. 60822) ("Ben Jordan") and DTV America Corporation, licensee of low power digital TV station W43CW-D, Columbus, GA (Fac. Id. 184013) ("DTV America").

1. Ben Jordan is currently licensed by the Federal Communications Commission ("FCC") to operate WQMK-LD on channel 18, and has filed a displacement application to modify WQMK-LD's facilities to specify channel 29 for its post-incentive auction facilities (LMS File 0000053343) (the "WQMK-LD Modification Application"). The WQMK-LD Displacement Application specifies an effective radiated power of 15.0 kilowatts from its proposed transmitter site.
2. DTV America is currently licensed by the FCC to operate W43CW-D on channel 43, and has filed a displacement application to modify W43CW-D's facilities to specify channel 29 for its post-incentive auction facilities (LMS File # 0000052929 (the "W43CW-D Displacement Application"). The W43CW-D Displacement Application specifies an effective radiated power of 15.0 kilowatts from its proposed transmitter site.
3. Ben Jordan and DTV America have determined that the WQMK-LD Displacement Application and the W43CW-D Displacement Application are mutually exclusive, such that operation of the facilities specified at the transmitter sites in paragraph 1 and 2 above would cause interference to WQMK-LD at levels that exceed the FCC's interference limits.
4. To avoid a prolonged and uncertain outcome with respect to their respective applications, and to ensure that the FCC will process both applications, Ben Jordan and DTV America hereby agree to accept interference caused and received from the proposed WQMK-LD 15.0 kilowatts operation and the proposed W43CW-D 15.0 kilowatts operation from their respective transmitter sites. The parties further agree that each shall (a) submit this Agreement as part of a filed amendment to their respective pending applications, and (b) promptly provide copies of the filed amendments to each other.
5. Ben Jordan and DTV America agree to cooperate with each other and coordinate where necessary to mitigate interference to the operations of WQMK-LD on channel 29 if actual interference proves to be higher than the predicted 3.11%.
6. Each signatory to this Agreement hereby certifies that no consideration has been paid or promised to that Party or to any of its principals by the other Party or any of the other Party's principals in return for negotiating, entering into, and/or implementing its obligations under this Agreement. The Parties understand that this certification by each of them will be filed with the FCC and is thus deemed a representation made directly to the FCC under penalty of perjury. Each Party will bear its own legal, engineering, and other expenses incurred in negotiating, entering into, and implementing this Agreement.

7. 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 agreed to herein shall continue to run with the stations, not the licensees thereof, 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 between the parties hereto and supercedes all prior agreements or understandings with respect to the subject matter hereof. This Agreement shall be governed by the laws of the state of New York without giving effect to the choice of law provisions hereof. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement. Except for the consents set forth herein, no consideration is being paid by either party in connection with this Agreement. This Agreement 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. The individuals executing this Agreement on behalf of the parties hereto are duly authorized.

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

**Ben Jordan Communications
Corporation**



Name:

Title: *Owner*

DTV America Corporation



Name:

Title: *Kurt Hanson*

CTO