

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**

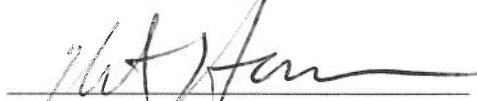


Name:

Title:

Owner

DTV America Corporation



Name:

Title:

Kurt Hanson

CTO