

INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement (the "Agreement") is entered into as of June __, 2019 by and between ION Media License Company, LLC, ION Media Boston License LLC (each, an "ION Entity" and, collectively, the "ION Entities"), and [Sinclair Broadcast Group, Inc.] ("Sinclair").

RECITALS

WHEREAS, ION is the licensee of television station WIPL-TV, Lewiston, ME (FCC Facility ID No. 48408) ("WIPL"). WIPL filed a CP application and received a license for its post-incentive auction operations on Channel 24 at 16 kW and will transition to this channel on June 21, 2019.

WHEREAS, ION is the licensee of television station WPXG-TV, Concord, NH (FCC Facility ID No. 48406) ("WPXG"). WPXG filed a CP application and received a license for its post-incentive auction operations on Channel 23 at 80.6 kW and will transition to this channel on or around July 17, 2019.

WHEREAS, Sinclair is the operator of television station WPFO-TV, Waterville, ME (FCC Facility ID No. 84088) ("WPFO"), which is currently operating on Channel 23 at 390 kW but will move to Channel 17 for post-incentive auction operations beginning on August 2, 2019.

WHEREAS, during the period beginning on June 21, 2019, with respect to WIPL, and on or around July 17, 2019, with respect to WPXG, and ending on August 2, 2019 (the "WPFO Transition Period"), Sinclair's operation of WPFO is predicted to cause 3.37% interference to WIPL's post-incentive auction facilities and 2.5% to WPXG's post-incentive auction facilities (the "Interference"), which exceeds what would otherwise be permitted by the FCC's rules.

WHEREAS, to resolve this issue and permit WPFO to continue to operate in the public interest, the ION Entities are prepared to accept the Interference during the WPFO Transition Period.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. The ION Entities will accept the Interference during and only during the WPFO Transition Period; provided, however, that each ION Entity reserves the right to withdraw its consent if, in its sole judgment, it determines that the amount of unique interference caused to its licensee station exceeds the amount agreed to hereunder.

2. The ION Entities agree that WFPO may file a copy of this Agreement with the FCC as part of any construction permit extension application (or provide a copy of this Agreement to the FCC by other means as may be requested by the FCC).

3. Sinclair represents and warrants that it is authorized to enter this agreement and that it can and shall cause WFPO to comply with the responsibilities ascribed to it hereunder.

4. The ION Entities and Sinclair agree that they will take all steps that are reasonably required to effectuate this Agreement.

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

6. This Agreement may not be amended except by an instrument in writing signed on behalf of the parties. This Agreement constitutes the entire agreement and understanding of the parties in connection with the Interference and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than the ION Entities and Sinclair and their respective successors and permitted assigns.

7. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page.

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

ION Media License Company, LLC

By:
Title:

ION Media Boston License LLC

By:
Title:

Sinclair Broadcast Group, Inc.

Harold - Harvey Arnold
By: *VP - Engineering*
Title: