

## **INTERFERENCE CONSENT AGREEMENT**

**THIS INTERFERENCE CONSENT AGREEMENT** ("Agreement") is made and entered into effective as of the 2<sup>nd</sup> day of July, 2020, by and among CBS Broadcasting Inc. ("CBS"), licensee of television station WBBM-TV, Chicago, Illinois ("WBBM-TV"); and WREX License, LLC ("WREX License"), licensee of television station WREX(TV), Rockford, Illinois ("WREX") (collectively referred to as the "Parties").

**WHEREAS** CBS has filed an application with the Federal Communications Commission ("FCC") to modify the facilities of WBBM-TV to increase its effective radiated power ("ERP") to 10.9 kW at WBBM-TV's current transmitter site, as specified in the FCC's Licensing and Management System ("LMS") File No. 0000035681 (the "CBS Application"); and

**WHEREAS** WREX License has filed an application with the FCC to modify the facilities of WREX to increase its ERP to 30.0 kW at WREX's current transmitter site, as specified in LMS File No. 0000035733 (the "WREX Application"); and

**WHEREAS** if both the CBS Application and the WREX Application are granted, WBBM-TV is predicted to cause new interference to 1.01 percent of the population within WREX's service area, (the "Predicted Interference") and WREX(TV) is predicted to cause new interference of less than 0.5 percent of the population within WBBM-TV's service area, each as calculated for purposes of, and using the procedure set forth in, 47 C.F.R. § 73.616(e) as of the date of this Agreement; and

**WHEREAS** if both the CBS Application and the WREX Application are granted, WREX's interference-free service population would increase by approximately 357,000 persons, WBBM-TV's interference-free service population would increase by approximately 55,000 persons, and the Predicted Interference would occur at locations not presently served by WREX and well outside WREX's Nielsen designated market area ("DMA") of Rockford; and

**WHEREAS** both CBS and WREX License project that the proposed modifications specified in the CBS Application and the WREX Application will serve the public interest by resulting in service improvements for over-the-air viewers of both WBBM-TV and WREX, notwithstanding the Predicted Interference;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, the Parties hereby agree as follows:

1. WREX License hereby consents to FCC approval of the CBS Application and agrees to accept interference from WBBM-TV to up to 1.01 percent new interference to the population within WREX's service area, as calculated for purposes of, and using the procedure set forth in, 47 C.F.R. § 73.616(e) as of the date of this Agreement, that results from the modification of WBBM-TV's facilities proposed in the CBS Application.

2. CBS hereby reciprocally consents to FCC approval of the WREX Application and agrees to accept interference from WREX to up to 0.5 percent new interference to the population

within WBBM-TV's service area, as calculated for purposes of, and using the procedure set forth in, 47 C.F.R. § 73.616(e) as of the date of this Agreement, that results from the modification of WREX's facilities proposed in the WREX Application.

3. Each of the Parties agrees to take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to any regulatory filings implicated by this Agreement, to notify the other of any such FCC inquiries, and to furnish all information requested by the FCC with respect thereto. Neither of the Parties 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.

4. CBS agrees that WREX License may terminate this Agreement upon seven days' prior written notice to CBS if the FCC, through a final order, has dismissed or denied the WREX Application.

5. Each of the Parties represents to the other that it has the power and authority to enter into and carry out this Agreement and that this Agreement constitutes the valid and binding obligation of each of them in accordance with its terms. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors or assigns. Moreover, the Parties understand and agree that the acceptance of additional interference levels agreed to herein shall continue to run with each 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. Except for the agreements 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 it is made in writing signed by the party against whom enforcement is sought. This Agreement shall be governed by the laws of the State of Illinois without giving effect to the choice of law provisions thereof, and by the Communications Act of 1934 (as amended) and the Rules and Regulations of the FCC. The Parties agree to accept the jurisdiction and venue of the courts of Cook County, Illinois, for the resolution of any disputes under this Agreement. This Agreement may be executed in counterparts and by facsimile or email, each of which when so executed will be deemed an original, and all of which together shall constitute one and the same instrument. Further, this Agreement is the product of negotiation and preparation by and between the Parties and their respective attorneys. Accordingly, the Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another (or the attorneys for one party or another) and shall be construed accordingly.

[SIGNATURE PAGE FOLLOWS]

DocuSigned by:

Andrew J. Siegel

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