

INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement (“Agreement”) is entered into as of November 21, 2017 (“Effective Date”), by and between ABC, Inc. (“ABC”) and WRGB Licensee, LLC (“WRGB Licensee”).

1. ABC, the licensee of full-power commercial television broadcast station WPVI-TV, FCC Facility ID No. 8616, Philadelphia, Pennsylvania, is authorized by the Federal Communications Commission (“FCC”) to operate on channel 6 at an effective radiated power (“ERP”) of 34.0 kilowatts (“kW”) at 332 meters height above average terrain (“HAAT”) (such facility, the “WPVI Post-Auction Facility”). ABC proposes to submit to the FCC a minor modification application for authority to increase the ERP of the WPVI Post-Auction Facility from 34.0 kW ERP to 56 kW ERP (“WPVI Proposed Facility”).

2. WRGB Licensee, the licensee of full-power commercial television broadcast station WRGB(TV), FCC Facility ID No. 73942, Schenectady, New York, is authorized by FCC to operate on channel 6 at 30.2 kW ERP at 392 meters HAAT (such facility, the “WRGB Post-Auction Facility”). WRGB Licensee proposes to submit to the FCC a minor modification application for authority to increase the ERP of the WRGB Post-Auction Facility from 30.2 kW ERP to 60.0 kW ERP (“WRGB Proposed Facility”).

3. The WPVI Proposed Facility is predicted to result in 1.69% additional interference to the WRGB Post-Auction Facility and 4.36% additional interference to the WRGB Proposed Facility. All of the foregoing additional interference is located in geographic areas

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outside of WRGB's designated market area. WRGB Licensee acknowledges, agrees to, and accepts the additional 4.36% interference from the WPVI Proposed Facility to the WRGB Proposed Facility. In the event WRGB Licensee does not construct the WRGB Proposed Facility for any reason, WRGB Licensee agrees to accept the additional 1.69% interference from the WPVI Proposed Facility to the WRGB Post-Auction Facility.

4. The WRGB Proposed Facility is predicted to result in 2.39% additional interference to the WPVI Post-Auction Facility and 7.98% additional interference to the WPVI Proposed Facility. All of the foregoing additional interference is located in geographic areas outside of WPVI-TV's designated market area. ABC acknowledges, agrees to, and accepts the additional 7.98% interference from the WRGB Proposed Facility to the WPVI Proposed Facility. In the event ABC does not construct the WPVI Proposed Facility for any reason, ABC agrees to accept the additional 2.39% interference from the WRGB Proposed Facility to the WPVI Post-Auction Facility.

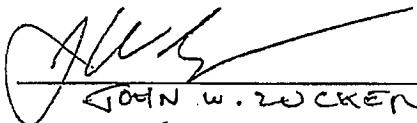
5. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Except for the parties mutual agreement to accept interference as set forth in paragraphs 3 and 4 hereof, no consideration is being paid or promised by either party in connection with this Agreement.

[SIGNATURE PAGE FOLLOWS]


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

ABC, INC.

By: 
JOHN W. ZUCKER
Title: Assistant Secretary and Deputy Chief Counsel

WRGB LICENSEE, LLC

By: 
Title: SVP CFO