

INTERFERENCE AGREEMENT

This **Interference Agreement** ("Agreement") is entered into this 19th day of March, 2018, by and between Nexstar Broadcasting, Inc. ("Nexstar") and Free Life Ministries, Inc. ("FLMI") (each a "Party"; collectively, "Parties").

WHEREAS, Nexstar is the licensee of full-power digital broadcast Station WNCN(TV), Goldsboro, North Carolina (Facility ID 50782) ("WNCN"), and

WHEREAS, FLMI is the licensee of Class A digital broadcast Station WHFL-CD, Goldsboro, North Carolina (Facility ID 22485) ("WHFL"), and

WHEREAS, Nexstar submitted a successful bid in the Broadcast Television Incentive Auction to relocate WNCN from a television channel in the ultra high frequency ("UHF") band to a television channel in the very high frequency ("VHF") band and the Federal Communications Commission ("FCC") assigned WNCN to VHF channel 8 following the post-auction transition, and

WHEREAS, on November 2, 2017, Nexstar timely filed an application in the second post-auction filing window to modify the construction permit for WNCN's post-auction broadcast facilities (File No. 0000034761) (the "WNCN Second Window App"), and

WHEREAS, FLMI submitted a successful bid in the Broadcast Television Incentive Auction to relocate WHFL from a television channel in the UHF band to a television channel in the VHF band and the FCC assigned WHFL to VHF channel 7 following the post-auction transition, and

WHEREAS, on October 31, 2017, FLMI timely filed an application in the second post-auction filing window to modify the construction permit for WHFL's post-auction broadcast facilities (File No. 0000034561) (the "WHFL Second Window App"), and

WHEREAS, the FCC has advised Nexstar and FLMI that the facility proposed in the WNCN Second Window App is predicted to cause 2.66% interference to the facility proposed in the WHFL Second Window App and, therefore, the applications are mutually exclusive, and

WHEREAS, the Parties desire to enter into an agreement to resolve the mutual exclusivity between the WNCN Second Window App and the WHFL Second Window App that will allow the FCC to grant both applications.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement set forth herein, the Parties agree as follows:

1. FLMI hereby agrees to accept any interference caused to WHFL from the facility proposed in the WNCN Second Window App, including as the application may be further

amended or modified, *provided that* such further amendment or modification does not increase interference to the WHFL signal above 2.66%. The Parties shall amend the WNCN Second Window App and WHFL Second Window App to include copies of this Agreement within five days of execution of this Agreement. The Parties agree that they will take all steps that are reasonably required to effectuate this Agreement and to obtain FCC approval for the applications, unless such actions would have a material adverse effect on the party declining to take such action.

2. Each signatory to this Agreement hereby certifies, under penalty of perjury, 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. Each Party will bear its own legal, engineering, and other expenses incurred in negotiating, entering into, and implementing this Agreement.

3. This Agreement may be executed in one or more counterparts and such counterparts may be exchanged electronically by fax or by emailed pdf file, and, each of which will have the full force and effect of an original but all of which will be deemed one and the same document.

4. To the extent not governed by federal law, this Agreement will be governed by the laws of the State of New York. With respect to any suit, action or proceedings relating to or arising out of this Agreement ("Proceedings") not brought by the FCC, each party irrevocably: (i) submits to the exclusive jurisdiction of the courts of the State of North Carolina and the United States District Court located in Greenville, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

5. ALL ISSUES, MATTERS, AND DISPUTES BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE TRIED BY A JUDGE IN A NON-JURY TRIAL. In the event that any litigation is commenced to interpret or enforce this Agreement, the prevailing party in such litigation will be entitled to ask for and receive an award of reasonable attorneys' fees and expenses at trial and on appeal. The Parties agree to attempt in good faith to resolve disputes through alternative dispute resolution before resorting to litigation.

6. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and may be altered or amended only in writing signed by the Party against which enforcement is sought. This Agreement will be binding upon and inure to the benefit of their heirs, successors, and assigns of each Party and will be binding on any future licensee of any of the Stations referred to in this Agreement.

7. Any notices hereunder will be deemed effective if given by first class or more rapid class of United States mail, postage prepaid, and evidenced by a postal delivery receipt, addressed as follows. Notices will be effective on the first attempted date of delivery on a business day, not including any federal or state government holiday:

If to Nexstar:

Nexstar Broadcasting, Inc.
Attn: General Counsel
545 E. John Carpenter Freeway
Suite 700
Irving, TX 75062
eryder@nexstar.tv

With a copy, which shall not constitute notice, to:

Ari Meltzer
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
ameltzer@wileyrein.com

If to FLMI:

Terry Johnson
Free Life Ministries, Inc.
109 Industry Court Road
Goldsboro, NC 27533
tjohnson@whfl.org

With a copy, which shall not constitute notice, to:

David O'Neil
Rini O'Neil, PC
1200 New Hampshire Ave NW #600
Washington, DC 20036
doneil@rinioneil.com

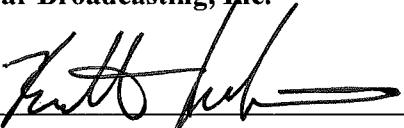
8. Each individual executing this Agreement warrants that he or she has the authority to sign and to legally bind the party for which he or she has signed to carry out the provisions hereof.

SIGNATURE PAGE TO INTERFERENCE AGREEMENT

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

Nexstar Broadcasting, Inc.

By: _____



Name: _____

Brett Jenkins

Title: _____

**Senior Vice President
Chief Technology Officer**

Free Life Ministries, Inc.

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO INTERFERENCE AGREEMENT

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

Nexstar Broadcasting, Inc.

By: _____

Name: _____

Title: _____

Free Life Ministries, Inc.

By: Terry Johnson

Name: Terry Johnson

Title: Chairman