

INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement (this "Agreement") is entered into as of June 8, 2018 ("Effective Date"), by and between Nexstar Broadcasting, Inc. ("Nexstar") and WOAI Licensee, LLC ("WOAI Licensee") (collectively, the "Parties," each of which is a "Party").

1. Nexstar, the licensee of full-power commercial television broadcast station KWKT-TV, FCC Facility ID No. 12522, Waco, TX, is authorized by the Federal Communications Commission ("FCC") to operate post-transition on channel 28 at an effective radiated power ("ERP") of 95.1 kilowatts ("kW") at 557.6 meters height above average terrain ("HAAT"). Nexstar shall amend its currently pending minor modification application (File No. 0000034740), which proposes to increase KWKT-TV's ERP to 244 kW, (the "KWKT-TV Proposed Facility") to include the present duly executed Agreement.

2. WOAI Licensee, the licensee of full-power commercial television broadcast station WOAI-TV, FCC Facility ID No. 69618, San Antonio, TX, is authorized by FCC to operate on channel 28 at 612 kW ERP at 457 meters HAAT. WOAI Licensee shall amend its currently pending minor modification application (File No. 0000033833), which proposes to increase WOAI-TV's ERP to 800 kW, (the "WOAI-TV Proposed Facility") to include the present duly executed Agreement.

3. The KWKT-TV Proposed Facility is predicted to result in 0.63% additional interference to the WOAI-TV Proposed Facility (the "New WOAI-TV Interference"). Any additional interference to WOAI-TV is located in geographic areas outside of WOAI-TV's designated market area. If the amount of interference from the KWKT-TV Proposed Facility to the WOAI-TV Proposed Facility is greater than the New WOAI-TV Interference at any point in time, then Nexstar must expeditiously reduce the interference to equal the amount of the New WOAI-TV Interference. WOAI Licensee acknowledges, agrees to, and accepts only the New WOAI-TV Interference.

4. The WOAI-TV Proposed Facility is predicted to result in 0.9% additional interference to the KWKT-TV Proposed Facility (the "New KWKT-TV Interference"). Any additional interference to KWKT-TV is located in geographic areas outside of KWKT-TV's designated market area. If the amount of interference from the WOAI-TV Proposed Facility to the KWKT-TV Proposed Facility is greater than the New KWKT-TV Interference at any point in time, then WOAI Licensee must expeditiously reduce the interference to equal the amount of the New KWKT-TV Interference. Nexstar acknowledges, agrees to, and accepts only the New KWKT-TV Interference.

5. The Parties shall 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, notify the other of any such FCC inquiries, and furnish all information requested by the FCC in connection with this Agreement. Neither Party 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.

6. 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.

7. This Agreement may be executed in one or more counterparts, 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.

8. To the extent not governed by federal law, this Agreement will be governed by the laws of the State of Delaware. With respect to any suit, action or proceedings relating to or arising out of this Agreement ("Proceedings"), each party irrevocably: (i) submits to the exclusive jurisdiction of the courts of the State of Delaware and the United States District Court for the District of Delaware, 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.

9. The Parties agree to attempt in good faith to resolve disputes through alternative dispute resolution before resorting to litigation. All issues, matters, and disputes between the parties concerning this agreement shall be tried by a judge in a non-jury trial only after reasonably exhausting alternative dispute resolution. 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.

10. 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 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 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.

11. 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 Broadcasting, Inc.:
545 E. John Carpenter Freeway
Suite 700
Irving, Texas 75062
Attn: CEO

With a copy, which shall not constitute notice, to:
545 E. John Carpenter Freeway
Suite 700
Irving, Texas 75062
Attn: General Counsel
eryder@nexstar.tv

If to WOAI Licensee:

10706 Beaver Dam Road
Cockeysville, Maryland 21030
ATTN: Harvey Arnold, VP of Engineering
harnold@sbgvtv.com


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

2001 L St NW
Suite 400
Washington, District of Columbia 20036
ATTN: Lerman Senter PLLC, Paul Cicelski
pcicelski@lermansenter.com

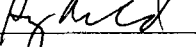
12. Each individual executing this Agreement warrants that he or she has the authority to sign and to legally bind the party for which he or she has signed to carry out the provisions hereof.

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

NEXSTAR BROADCASTING, INC.

By: 
Name: BRETT JENKINS
Title: EVP CTO

WOAI LICENSEE, LLC

By: 
Name: Harvey Arnold
Title: V.P. Engineering