

## **INTERFERENCE ACCEPTANCE AGREEMENT**

This Interference Acceptance Agreement (the “Agreement”) is entered into as of February 27, 2019 by and between StarNews Corporation (“StarNews”) and Nexstar Broadcasting, Inc. (“Nexstar”) (each a “Party”; collectively, “Parties”).

1. StarNews is the licensee of digital low power television station WGSR-LD, Facility ID No. 12834, Reidsville, NC (“WGSR-LD”). WGSR-LD will be displaced by the repack of television stations pursuant to the Federal Communications Commission’s (“FCC”) incentive auction and so has filed an FCC application requesting to move from its current Channel 47 to Channel 19. *See* LMS File No. BLANK-0000029478 (the “WGSR-LD Application”). StarNews is now filing an amendment to this application (the “WGSR-LD Amendment”) to change the WGSR-LD proposed facility.
2. Nexstar is the licensee of digital television station WWCW, Facility ID No. 24812, Lynchburg, VA, (“WWCW”) with current license FCC File NO. BLCDT-20090619ABM (the “WWCW License”). WWCW is being repacked pursuant to the FCC’s incentive auction and so has filed an application with the FCC requesting to move from its current Channel 20 to Channel 21. *See* LMS File No. BLANK0000027725 (the “WWCW Application”).
3. The WGSR-LD Application and the existing WWCW License are mutually exclusive under the FCC’s rules.
4. As filed, the facility proposed in the WGSR-LD Application is predicted to cause 0.74% interference, which is above the FCC’s 0.5% threshold of permissible interference, to WWCW’s facility. As StarNews must relocate WGSR-LD’s transmission facility due to tower site issues, an amendment to the WGSR-LD Application proposes to operate the WGSR-LD facility at a new location with the ERP of 11.2 kW (the “WGSR-LD Amendment”). This proposed facility will cause 0.6 % to interference to WWCW as currently licensed. After WWCW transitions to its new channel 21, the proposed WGSR-LD facility will not cause interference that is above the 0.5% FCC rule threshold.
5. StarNews and Nexstar agree that it is in the public interest for the WGSR-LD Amendment to be granted so that StarNews and Nexstar can each continue to provide service to viewers in the Reidsville, NC and Lynchburg, VA areas. Accordingly, the Parties desire to enter into this agreement to resolve the mutual exclusivity between the WGSR-LD Amendment and the WWCW License that will allow the FCC to grant the WGSR-LD Amendment.
6. In furtherance of the public interest, Nexstar hereby acknowledges and agrees to accept the unique new interference from WGSR-LD to WWCW that would be caused by grant of the WGSR-LD Amendment and StarNews will promptly amend the WGSR-LD Application to include this Agreement in confirmation of its acceptance of the new interference. Further modifications of WGSR-LD which, if implemented, would result in unique new interference to WWCW beyond the unique new interference agreed to in paragraph 4 hereto shall require the further written consent of Nexstar.

7. No consideration has been received or promised by or to either StarNews or Nexstar in connection with this Agreement.
8. 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.
9. This Agreement may not be amended except by an instrument in writing signed on behalf of both of StarNews and Nexstar. This Agreement constitutes the entire agreement and understanding of StarNews and Nexstar 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 StarNews and Nexstar and their respective successors and permitted assigns.
10. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page. Counterparts may be exchanged between the parties by electronic mail. This Agreement may be submitted by StarNews and Nexstar with the FCC by either party, including as an attachment to the WGSRLD Amendment.
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 StarNews:  
Charles Roark, President  
StarNews Corporation  
6 Hollywood Blvd  
Martinsville, VA 24115

If to Nexstar:  
Elizabeth Ryder, General Counsel  
Nexstar Broadcasting, Inc.  
545 E. John Carpenter Freeway  
Suite 700  
Irving, TX 75062

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 duly executed this Agreement as of the date first set forth above.

STARNEWS CORPORATION

NEXSTAR BROADCASTING, INC.

*Matthew J. Smith*



Name: Matthew J. Smith

Name: Brett Jenkins

Title: Station Manager

Title: EVP, Chief Technology Officer

