INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement ("Agreement") is entered into as of January 8, 2020 (the "Effective Date") by and between Gray Media Group, Inc., parent of Gray Television Licensee, LLC ("Gray"), and WAND(TV) Partnership ("WAND").

1. Gray is the licensee of KWQC-TV, Davenport, Iowa, Facility ID 6885 ("KWQC"). KWQC was granted a construction permit to operate on Channel 17 as its post-auction facility (File No. 0000033932) (the "KWQC Repack Facility"). KWQC is currently operating using an interim facility from Channel 17 at reduced power (File No. 0000080766) (the "KWQC Interim Facility"). KWQC is assigned to repack Phase 7, which ends on January 17, 2020.

2. WAND is the licensee of WAND (TV), Decatur, Illinois, Facility ID 70852 ("WAND"). WAND currently operates on Channel 17 ("WAND Licensed Facilities") and was granted a construction to operate on Channel 20 as its post-auction facility (File No. 0000034594) (the "WAND Repack Facility"). WAND is assigned to repack Phase 7, which ends on January 17, 2020.

3. KWQC desires to increase the power of the KWQC Interim Facility to 500kW to resolve certain technical issues with the reception of its signal by certain MVPDs (the "KWQC Amended Interim Facility"). The KWQC Amended Interim Facility will cause the WAND Licensed Facilities 4.72 percent interference. WAND will cause the KWQC Amended Interim Facility 1.44 percent interference. The parties each consent to the receipt of this interference until January 17, 2020.

4. The deadline for transition Phase 7 is January 17, 2020. By this date, both KWQC and WAND are required to cease operations on their pre-auction channel and begin operating with their post-auction facility. WAND has encountered delays with the construction of the WAND Repack Facility that may prevent it from completing the WAND Repack Facility by this deadline.

5. If WAND is unable to begin operations with the WAND Repack Facility by January 17, 2020 and continues to operate the WAND Licensed Facilities past January 17, 2020, its operation will cause 3.08 percent interference to the KWQC Repack Facility. The KWQC Repack Facility will in turn cause 7.61 percent interference to the WAND Licensed Facilities. The parties consent to the receipt of this interference until WAND begins to operate the WAND Repack Facility.

6. KWQC and WAND will cooperate with each other to provide the FCC with all information the FCC may request in connection with processing the KWQC Amended Interim Facility application and any request to delay the repack transition deadline for WAND. Neither KWQC nor WAND 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.

7. This agreement shall be binding upon the parties hereto and their respective successors or assigns. 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 Delaware without giving effect to the choice of law provisions thereof. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in counterparts, each of which when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Page to Interference Acceptance Agreement]

GRAY MEDIA GROUP, INC.

_____

By: _____

Title: _____

WAND(TV) PARTNERSHIP

By: Ricky J. Joseph

Title: 1/9/2020

GRAY MEDIA GROUP, INC.



By: Robert J. Folliard_III
Title: _VP Government Relations & Distribution

WAND(TV) PARTNERSHIP

By: _____
Title: _____