

## INTERFERENCE CONSENT AGREEMENT

THIS INTERFERENCE CONSENT AGREEMENT (the "Agreement") is made as of April 5, 2018, between The University of North Carolina ("UNC-TV") and WUPN Licensee, LLC ("WMYV Licensee").

1. UNC-TV is the licensee of television broadcast station WUNM-TV, Jacksonville, North Carolina, and is authorized by the Federal Communications Commission ("FCC") to construct and operate its post-transition facility on channel 28 with 138 kW effective radiated power ("ERP") pursuant to its construction permit in LMS File Number 0000025768. UNC-TV is seeking to increase WUNM-TV's ERP from 138 kW to 700 kW pursuant to LMS File Number 0000034444 (the "WUNM Proposed Facility").

2. WMYV Licensee is the licensee of television broadcast station WMYV, Greensboro, North Carolina, and is authorized by the FCC to construct and operate its post-transition facility on channel 28 with 630 kW ERP pursuant to its construction permit in LMS File Number 0000027771. WMYV Licensee is seeking to change WMYV's post-transition ERP from 630 kW to 800 kW pursuant to LMS File No. 0000034498 (the "WMYV Proposed Facility").

3. UNC-TV and WMYV Licensee project that the proposed modifications specified in their respective applications for the WUNM Proposed Facility and the WMYV Proposed Facility will result in service improvements for WUNM-TV and WMYV respectively.

4. The WUNM Proposed Facility is predicted to cause new interference to WMYV's Proposed Facility in excess of the 0.5 percent new interference limit in the FCC's rules. WMYV Licensee hereby agrees that WMYV will accept up to 0.69% new interference from WUNM-TV, and WMYV Licensee hereby consents to the grant of WUNM's Proposed Facility as an important step toward an improvement in coverage for WUNM-TV. Likewise, UNC-TV hereby agrees that WUNM-TV will accept up to 0.12% new interference from WMYV, and UNC-TV hereby consents to the grant of WMYV's Proposed Facility as an important step toward an improvement in coverage for WMYV.

5. Each of WMYV Licensee and UNC-TV 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 with respect thereto. Neither WMYV Licensee nor UNC-TV 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. No amendment or waiver of compliance with any provision hereof shall be effective unless 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. 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. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of North Carolina without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation engineering, accounting and legal fees incurred in connection herewith. Except for the consents set forth above, no consideration is being paid by either party in connection with this Agreement. This Agreement may be executed in one or more

counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

UNC-TV

By:

  
Name: T. Brooks Skinner

Title: Associate General Manager and  
General Counsel

WMYV LICENSEE

By:

  
Name: Harvey Arnold

Title: V.P. Engineering  
SBC