

## INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement (“Agreement”) is entered into as of May 3, 2018 (“Effective Date”), by and between WAFF License Subsidiary, LLC (“WAFF Licensee”) and WDBB, Inc. (“WDBB Licensee”) (collectively, the “Parties,” each of which is a “Party”).

1. WAFF Licensee, the licensee of full-power commercial television broadcast station WAFF, FCC Facility ID No. 591, Huntsville, AL, is authorized by the Federal Communications Commission (“FCC”) to operate on channel 15 at an effective radiated power (“ERP”) of 24.5 kilowatts (“kW”) at 576 meters height above average terrain (“HAAT”). WAFF Licensee shall amend its currently pending minor modification application (File No. 0000034153), which proposes to increase WAFF’s ERP to 137 kW, (the “WAFF Proposed Facility”) to include the present duly executed Agreement.

2. WDBB Licensee, the licensee of full-power commercial television broadcast station WDBB, FCC Facility ID No. 71325, Bessemer, AL, is authorized by FCC to operate on channel 14 at 310 kW ERP at 668 meters HAAT. WDBB Licensee shall amend its currently pending minor modification application (File No. 0000034506), which proposes to increase WDBB’s ERP to 675 kW, (the “WDBB Proposed Facility”) to include the present duly executed Agreement.

3. The WAFF Proposed Facility is predicted to result in 1.32% additional interference to the WDBB Proposed Facility (the “New Interference”). Any additional interference is located in geographic areas outside of WDBB’s designated market area. If the amount of interference from the WAFF Proposed Facility to the WDBB Proposed Facility is greater than the New Interference at any point in time, then WAFF Licensee must expeditiously reduce the interference to equal the amount of the New Interference. WDBB Licensee acknowledges, agrees to, and accepts only the New Interference.

4. The Parties agree and acknowledge that the WDBB Proposed Facility is not predicted to result in any impermissible interference to the WAFF Proposed Facility. 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 construction of the proposed facilities and required FCC filing amendments contemplated by this Agreement.

5. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Except for the mutual agreement set forth in this Agreement, no consideration is being paid or promised by either Party in connection with this Agreement. No amendment or waiver of compliance with any provision in this Agreement 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 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

**WAFF LICENSE SUBSIDIARY, LLC**

**WDBB, INC.**

By: EB Yelverton

By: \_\_\_\_\_

Name: Ellenann B. Yelverton

Name: \_\_\_\_\_

Title: General Counsel

Title: \_\_\_\_\_

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

**WAFF LICENSE SUBSIDIARY, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WDBB, INC.**

By: *Lisa Asher*

Name: *Lisa Asher*

Title: *CFO*