

INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement ("Agreement") is entered into as June 13, 2018 ("Effective Date"), by and between Local Media TV Chicago, LLC ("Local TV Chicago") and WVTV Licensee, Inc. ("WVTV Licensee") (collectively, the "Parties," each of which is a "Party").

1. Local TV Chicago, the licensee of Class A broadcast television station W40CN-D, FCC Facility ID No. 71111, Sugar Grove, IL, is authorized by the Federal Communications Commission ("FCC") to operate on channel 27 at an effective radiated power ("ERP") of 11.5 kilowatts ("kW") at 55.6 meters height above ground level ("HAGL"). Local TV Chicago shall amend its currently pending minor modification application (File No. 0000034531, filed under call sign W27EB-D), which proposes to reduce W40CN-D's ERP to 5 kW and increase its HAGL to 122 meters, (the "W40CN-D Proposed Facility") to include the present duly executed Agreement.

2. WVTV Licensee, the licensee of full-power commercial television broadcast station WVTV, FCC Facility ID No. 74174, Milwaukee, WI, is authorized by FCC to operate on channel 27 at 475 kW ERP at 356 meters height above average terrain. WVTV Licensee shall amend its currently pending minor modification application (File No. 0000034387), which proposes to increase WVTV's ERP to 1000 kW, (the "WVTV Proposed Facility") to include the present duly executed Agreement.

3. The W40CN-D Proposed Facility is predicted to result in 1.5% additional interference to the WVTV Proposed Facility (the "New Interference"). Any additional interference is located in geographic areas outside of WVTV's designated market area. If the amount of interference from the W40CN-D Proposed Facility to the WVTV Proposed Facility is greater than the New Interference at any point in time, then Local TV Chicago must expeditiously reduce the interference to equal the amount of the New Interference. WVTV Licensee acknowledges, agrees to, and accepts only the New Interference, provided however, that WVTV Licensee consents to a future modification of W40CN-D, provided that the total interference caused to WVTV does not exceed 1.5%.

4. The Parties agree and acknowledge that the WVTV Proposed Facility is not predicted to result in any impermissible interference to the W40CN-D 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 the other Party's enjoyment of its rights and interests 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.

LOCAL MEDIA TV CHICAGO, LLC

By: _____

Name: LAURENCE ROON

Title: MANAGER

WVTV LICENSEE, INC.

By: _____

Name: Harvey Arnold

Title: V.P. Engineering