

## **INTERFERENCE AGREEMENT**

This **Interference Agreement** ("Agreement") is entered into this \_\_\_\_ day of June 2018, by and between Scripps Broadcasting Holdings LLC ("Scripps") and WYTV Television, LLC ("WYTVLLC") (each a "Party"; collectively, "Parties").

WHEREAS, Scripps is the licensee of full-power digital television broadcast Station WMYD(TV), Detroit, Michigan (Facility ID 74211) ("WMYD"), and

WHEREAS, WYTVLLC is the licensee of full power digital television broadcast Station WYTV(TV), Youngstown, Ohio (Facility ID 4693) ("WYTV"), and

WHEREAS, Scripps' WMYD has been assigned to UHF channel 31 following the post-auction transition, and

WHEREAS, on November 1, 2017, Scripps timely filed an application in the second post-auction filing window to modify the construction permit for WMYD's post-auction broadcast facilities (File No. 0000034676) (the "WMYD Second Window App"), and

WHEREAS, WYTVLLC's WYTV has been assigned to UHF channel 31 following the post-auction transition, and

WHEREAS, on November 2, 2017, WYTVLLC timely filed an application in the second post-auction filing window to modify the construction permit for WYTV's post-auction broadcast facilities (File No. 0000034845) (the "WYTV Second Window App"), and

WHEREAS, the FCC has advised Scripps and WYTVLLC that the facility proposed in the WMYD Second Window App is predicted to cause 2.59% interference (the "New Interference") to the facility proposed in the WYTV Second Window App and, therefore, the applications are mutually exclusive, and

WHEREAS, the Parties desire to enter into an agreement to resolve the mutual exclusivity between the WMYD Second Window App and the WYTV Second Window App that will allow the FCC to grant both applications.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement set forth herein, the Parties agree as follows:

1. WYTVLLC hereby agrees to accept only the New Interference predicted to be caused to WYTV from the facility proposed in the WMYD Second Window App. If at any point in time the amount of interference from the facility proposed in the WMYD Second Window App to the facility proposed in the WYTV Second Window App is greater than the New Interference, then Scripps must expeditiously reduce the interference to equal or less than the amount of the New Interference.

2. 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.

3. This Agreement may be executed in one or more counterparts, each of which will have the full force and effect of an original but all of which will be deemed one and the same

document.

4. To the extent not governed by federal law, this Agreement will be governed by the laws of the State of New York. With respect to any suit, action or proceedings relating to or arising out of this Agreement ("Proceedings"), each party irrevocably: (i) submits to the exclusive jurisdiction of the courts of the State of Texas and the United States District Court located in Dallas, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

5. ALL ISSUES, MATTERS, AND DISPUTES BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE TRIED BY A JUDGE IN A NON-JURY TRIAL. In the event that any litigation is commenced to interpret or enforce this Agreement, the prevailing party in such litigation will be entitled to ask for and receive an award of reasonable attorneys' fees and expenses at trial and on appeal. The Parties agree to attempt in good faith to resolve disputes through alternative dispute resolution before resorting to litigation.

6. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and may be altered or amended only in writing signed by the Party against which enforcement is sought. This Agreement will be binding upon and inure to the benefit of their heirs, successors, and assigns of each Party and will be binding on any future licensee of any of the Stations referred to in this Agreement.

7. 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 Scripps:  
Ray Thurber  
Scripps Broadcasting Holdings LLC  
312 Walnut Street  
28<sup>th</sup> Floor  
Cincinnati, OH 45202

With a copy, which shall not constitute notice, to:

Kenneth C. Howard, Jr.  
Baker & Hostetler LLP  
1050 Connecticut Avenue, NW  
Washington, DC 20036  
KHOWARD@BAKERLAW.COM

If to WYTVLLC:  
Thomas J. Vaughan  
WYTV Television, LLC  
14429 Bridgeview Lane  
Port Charlotte, FL 33953

With a copy, which shall not constitute notice, to:

Glenn S. Richards, Esq.  
Pillsbury Winthrop Shaw Pittman  
1200 Seventeenth Street, NW  
Washington, DC 20036  
glenn.richards@pillsburylaw.com

8. 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.

SIGNATURE PAGE TO INTERFERENCE AGREEMENT

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

**SCRIPPS BROADCASTING  
HOLDINGS LLC**

**WYTV TELEVISION, LLC**

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

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

Name: Ray Thurber

Name: Thomas J. Vaughan

Title: Vice President/Engineering

Title: Manager