

INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement (“Agreement”) is entered into as of July 17, 2018 (“Effective Date”), by and between LSB Broadcasting, Inc. (“KYTX Licensee”) and White Knight Broadcasting of Shreveport License Corporation (“KSHV Licensee”) (collectively, the “Parties,” each of which is a “Party”).

1. KYTX Licensee, the licensee of full-power commercial television broadcast station KYTX (TV), FCC Facility ID No. 55644, Nacogdoches, Texas is authorized by the Federal Communications Commission (“FCC”) to operate its Post-Incentive Auction facilities on channel 15 at an effective radiated power (“ERP”) of 527 kilowatts (“kW”) at 454 meters height above average terrain (“HAAT”). KYTX Licensee shall amend its currently pending minor modification application (File No. 0000034826), which proposes to increase KYTX’s ERP to 648 kW and change to a non-directional antenna, (the “KYTX Proposed Facility”) to include the present duly executed Agreement.

2. KSHV Licensee, the licensee of full-power commercial television broadcast station KSHV-TV, FCC Facility ID No. 73706 Shreveport, Louisiana, is authorized by the FCC to operate its Post-Incentive Auction facilities on channel 16 at 301 kW ERP at 504.9 meters HAAT. KSHV Licensee shall amend its currently pending minor modification application (File No. 0000034906), which proposes to increase KSHV’s ERP to 442 kW, (the “KSHV Proposed Facility”) to include the present duly executed Agreement.

3. The KSHV Proposed Facility is predicted to result in 0.51% additional interference to the KYTX Proposed Facility (the “New Interference”). Any additional interference is located in geographic areas outside of KYTX’s designated market area. If the amount of interference from KSHV’s Proposed Facility to the KYTX Proposed Facility is greater than the New Interference at any point in time, then KSHV must expeditiously reduce the interference to equal the amount of the New Interference. KYTX Licensee acknowledges, agrees to, and accepts the New Interference.

4. The Parties agree and acknowledge that the KYTX Proposed Facility is not predicted to result in any impermissible interference to the KSHV 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 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.

6. 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 New York and the United States District Court for the Southern District of New York, 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.

7. All issues, matters and disputes between the parties concerning this Agreement shall be tried by a judge in a non-jury trial.

8. 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. The Agreement will be binding upon and inure to the benefit of the 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.

9. Any notices hereunder will be deemed effective if given by first class or more rapid class of the United States mail, postage prepaid, and evidenced by a postal delivery receipt, or overnight delivery, signature required, 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 LSB Broadcasting:
Marc S. Sher
TEGNA, Inc.
7950 Jones Branch Drive
McLean, VA 22017

With a copy, which shall not constitute notice, to:
Ann West Bobeck
Covington & Burling LLP
One CityCenter
850 Tenth Street, NW
Washington, DC 20001-4956
abobeck@cov.com

If to White Knight Broadcasting of Shreveport:
Anthony J. Malara, III
White Knight Broadcasting of Shreveport License Corporation
316 Willow Glen Drive
Oak Hill, VA 20171

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

Stuart A. Shorenstein

Cozen O'Connor

277 Park Avenue

New York, NY 10172

SShorenstein@cozen.com

10. 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. 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.

LSB BROADCASTING, INC.

**WHITE KNIGHT BROADCASTING OF
SHREVEPORT LICENSE CORPORATION**

By: 

Name: AKIN S. HARRISON

Title: SECRETARY

By: _____

Name: _____

Title: _____

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

LSB BROADCASTING, INC.

By: _____

Name: _____

Title: _____

**WHITE KNIGHT BROADCASTING OF
SHREVEPORT LICENSE CORPORATION**

By: _____

Name: TOBY MALARA

Title: PRESIDENT