

## INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement ("Agreement") is entered into as of August 8, 2018 ("Effective Date"), by and between KING Broadcasting Company ("K41FJ-D Licensee") and Spokane Television, Inc. ("KMNZ-LD Licensee") (collectively, the "Parties," each of which is a "Party").

1. K41FJ-D Licensee, the licensee of low power television broadcast station K41FJ-D, FCC Facility ID No. 34861, Coeur D'Alene, Idaho, is authorized by the Federal Communications Commission ("FCC") to operate on channel 41 at an effective radiated power ("ERP") of 2.7 kilowatts ("kW") at 464 meters height above average terrain ("HAAT"). K41FJ-D Licensee shall amend its currently pending minor modification application (File No. 0000054523), which proposes to seek authorization for K41FJ-D to operate on channel 30 (the "K41FJ-D Proposed Facility"), to include the present duly executed Agreement.

2. KMNZ-LD Licensee, the licensee of low power television broadcast station KMNZ-LD, FCC Facility ID No. 167859, Coeur D'Alene, Idaho, is authorized by the FCC to operate on channel 40 at 1.1 kW ERP at 464 meters HAAT. KMNZ-LD Licensee shall amend its currently pending minor modification application (File No. 0000052665), which proposes to seek authorization for KMNZ-LD to operate on channel 31 at 1.75 kW ERP (the "KMNZ-LD Proposed Facility"), to include the present duly executed Agreement.

3. The KMNZ-LD Proposed Facility is predicted to result in 3.70% additional interference to the K41FJ-D Proposed Facility (the "New Interference"). If the amount of interference from KMNZ-LD's Proposed Facility to the K41FJ-D Proposed Facility is greater than the New Interference at any point in time, then KMNZ-LD must expeditiously reduce the interference to equal the amount of the New Interference. K41FJ-D Licensee acknowledges, agrees to, and accepts the New Interference.

4. The Parties agree and acknowledge that the K41FJ-D Proposed Facility is not predicted to result in any impermissible interference to the KMNZ-LD 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 KING Broadcasting Company:  
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  
abobek@cov.com

If to Spokane Television, Inc.:  
Tim A. Anderson  
Morgan Murphy Media  
500 West Boone Avenue  
Spokane, WA 99201

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

Jonathan E. Allen

Rini O'Neil, PC

1200 New Hampshire Avenue, NW

Suite 600

Washington, DC 20036

jallen@rinioneil.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.

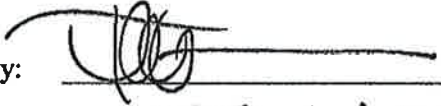
[SIGNATURE PAGE FOLLOWS]

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

**KING BROADCASTING COMPANY**

**SPOKANE TELEVISION., INC.**

By: Todd Magnus  
Name: Todd Magnus  
Title: Vice President

By:   
Name: TIM A ANDERSON  
Title: VP Engineering