INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement ("Agreement") is entered into as of December 5, 2018 ("Effective Date"), by and between Television Wisconsin, Inc. ("TV Wisconsin") and WLUK Licensee, LLC ("WLUK Licensee") (collectively, the "Parties," each of which is a "Party").

1. TV Wisconsin is the licensee of full-power commercial television broadcast station WISC-TV, FCC Facility ID No. 65143, Madison, WI. WISC-TV is authorized by the Federal Communications Commission ('FCC") to construct a post-repack DTV facility on channel 11, with an Effective Radiated Power ("ERP") of 10.2 kW (*See* FCC File No. 0000028220) (the "WISC Permit").

2. WLUK Licensee is the licensee of full-power commercial television broadcast station WLUK-TV, FCC Facility ID No. 4150, Green Bay, WI, is licensed by the FCC to operate its pre-repack DTV facility on channel 11, with an ERP of 40 kW (*See* FCC File No. BLCDT-20110818ACB) (the "WLUK-TV Pre-Repack Facility"). WLUK-TV is also authorized by the FCC to construct a post-repack DTV facility on channel 12, with an ERP of 40 kW (*See* FCC File No. 0000027369).

3. The WISC Permit is predicted to result in interference to 3.77% of the population of the WLUK-TV Channel 11 licensed facility. The WLUK-TV Pre-Repack Facility is predicted to result in interference to 5.06% of the population of the WISC Permit.

4. The Parties hereby acknowledge that while TV Wisconsin has a pending modification of the WISC Permit to increase its ERP from 10.2 to 46.9 kW, WLUK Licensee does not agree to accept any interference in excess of the 3.77% noted in Paragraph 3 above. WLUK Licensee will accept the interference from the WISC Permit to the WLUK-TV Pre-Repack Facility and that TV Wisconsin will accept the interference from the WLUK-TV Pre-Repack Facility to the WISC Permit, as described in paragraph 3 hereof. WLUK Licensee also agrees to accept the interference resulting from ancillary short-term WISC-TV channel 11 operations (e.g., side-mount operations authorized via Special Temporary Authority while the WISC Permit facilities are being installed prior to the filing of a License to Cover for the WISC Permit) provided that such interference does not exceed 3.77% of the population of the WLUK-TV Channel 11 licensed facility. WLUK Licensee will notify TV Wisconsin when WLUK Licensee implements its WLUK-TV operations on channel 12, pursuant to an FCC authorization. Once notified, TV Wisconsin at that point may implement the parameters for the permit to increase power to 46.9 kW ERP for WISC-TV.

5. Except for the agreement set forth in paragraph 4 hereof, no consideration is being paid or promised by either party in connection with this Agreement.

6. 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.

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

TELEVISION WISCONSIN, INC.	**WLUK LICENSEE, LLC**
By: Tom Keeler	By: _____
Name: Tom Keeler	Name: Harvey Arnold
Title: VP & GM	Title: Vice President of Engineering

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

TELEVISION WISCONSIN, INC.	**WLUK LICENSEE, LLC**
By: _____	By: _____
Name: _____	Name: Harvey Arnold
Title: _____	Title: Vice President of Engineering