

INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement (the “Agreement”) is entered into as of December 31, 2018 by and between Meredith Corporation (“Meredith”) and Nexstar Broadcasting, Inc. (“Nexstar”) (each a “Party”; collectively, “Parties”).

1. Meredith is the licensee of digital television translator station W44CX-D, Facility ID No. 72301, Sylva, North Carolina (“W44CX”). W44CX will be displaced by the repack of television stations pursuant to the Federal Communications Commission’s (“FCC”) incentive auction and so has filed an FCC application requesting to move from its current Channel 44 to Channel 23. *See* LMS File No. 0000054210 (the “W44CX Application”).

2. Nexstar is the licensee of digital television translator station W08AO-D, Facility ID No. 66409, Canton, North Carolina (“W08AO”). W08AO will be displaced by the repack of television stations pursuant to the FCC’s incentive auction and so has filed an application with the FCC requesting to move from its current Channel 8 to Channel 23. *See* LMS File No. 0000054156 (the “W08AO Application”).

3. The W44CX Application and the W08AO Application (collectively “the Applications”) both request FCC approval to move to Channel 23 and are mutually exclusive under the FCC’s rules.

4. As filed, the facility proposed in the W08AO Application is predicted to cause 2.65% interference, which is above the FCC’s 2% threshold of permissible interference, to the facility proposed in the W44CZ Application. The facility proposed in the W44CZ Application, the interference predicted toward the W08AO Application facility is predicted to be less than 2%, which is permissible under FCC rules.

5. Meredith and Nexstar agree that it is in the public interest for the Applications to be granted so that each of Meredith and Nexstar can continue to provide service to viewers in the Sylva, North Carolina and Canton, North Carolina areas. Accordingly, the Parties desire to enter into an agreement to resolve the mutual exclusivity between the W44CX Application and the W08AO Application that will allow the FCC to grant both applications

6. In furtherance of the public interest, Meredith hereby acknowledges and agrees to accept the unique new interference from W08AO to W44CZ that would be caused by grant of the Applications and Meredith will promptly amend the W44CX Application to include this Agreement in confirmation of its acceptance of the new interference. Further modifications of W08AO which, if implemented, would result in unique new interference to W44CZ beyond the unique new interference agreed to in this paragraph 6 shall require the further written consent of Meredith.

7. In consideration for Meredith’s agreement to accept interference resulting from the W08AO facilities proposed by the W08AO Application, Nexstar agrees to promptly amend the W08AO Application to include this Agreement. No consideration other than that specified

by this Agreement has been received or promised by or to either Meredith or Nexstar in connection with this Agreement.

8. 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.

9. This Agreement may not be amended except by an instrument in writing signed on behalf of both of Meredith and Nexstar. This Agreement constitutes the entire agreement and understanding of Meredith and Nexstar and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than Meredith and Nexstar and their respective successors and permitted assigns.

10. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page. Counterparts may be exchanged between the parties by electronic mail. This Agreement may be filed by Meredith and Nexstar with the Applications.

11. 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 Meredith:
Josh Pila, General Counsel
Meredith Local Media
425 14th St NW,
Atlanta, GA 30318

If to Nexstar:
Elizabeth Ryder, General Counsel
Nexstar Broadcasting, Inc.
545 E. John Carpenter Freeway
Suite 700
Irving, TX 75062

12. 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.

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

MEREDITH CORPORATION

NEXSTAR BROADCASTING, INC.

Larence K. Oaks

Name: Larence K. Oaks

Title: Vice President of Meredith local media

Brett Jenkins

Name:

BRETT JENKINS

EVP, CTO

Title: