

INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement (this "Agreement") is entered into as of June 12, 2018 ("Effective Date"), by and between CBS Operations Inc. ("CBS") and GoCom Media of Illinois, LLC ("GoCom") (collectively, the "Parties," each of which is a "Party").

1. CBS, the licensee of Class A commercial television broadcast station WBXI-CD, FCC Facility ID No. 70416, Indianapolis, IN, is authorized by the Federal Communications Commission ("FCC") to operate on Channel 36 at an effective radiated power ("ERP") of 0.057 kilowatts ("kW") at 245.7 meters height above ground level. CBS shall amend its currently pending minor modification application (File No. 0000033774), which proposes to increase WBXI-CD's ERP to 15 kW, (the "WBXI-CD Proposed Facility") to include this Agreement.

2. GoCom, the licensee of full-power commercial television broadcast station WCCU, FCC Facility ID No. 69544, Urbana, IL, is authorized by FCC to operate on Channel 36 at an ERP of 624.0 kW at 114 meters height above average terrain ("HAAT"). GoCom shall amend its currently pending minor modification application (File No. 0000034789), which proposes to reduce WCCU's ERP and increase its HAAT to 381 meters, (the "WCCU Proposed Facility") to include this Agreement.

3. The WBXI-CD Proposed Facility is predicted to result in 3.16% additional interference to the WCCU Proposed Facility (the "Predicted New WCCU Interference"). Any additional interference to WCCU would be located in geographic areas outside of WCCU's designated market area. If the amount of actual interference from the WBXI-CD Proposed Facility to the WCCU Proposed Facility, as determined by a field strength survey by qualified personnel using FCC methodology, within the Champaign & Springfield-Decatur Nielsen DMA is greater than the Predicted New WCCU Interference at any point in time, then CBS must expeditiously reduce the interference to equal the amount of the Predicted New WCCU Interference. GoCom acknowledges, agrees to, and accepts only the Predicted New WCCU Interference as provided herein.

4. The Parties agree and acknowledge that the WCCU Proposed Facility is not predicted to result in any impermissible interference to the WBXI-CD Proposed Facility. The Parties shall expeditiously: (i) 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, (ii) notify the other of any such FCC inquiries, and (iii) 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 the other Party's enjoyment of its rights and interests contemplated by this Agreement.

5. Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed, provided that such assignment shall only be in connection with the sale of the respective station to the buyer of such station. Notwithstanding the foregoing, it is understood that the acceptance of interference levels agreed to herein shall continue to run with the respective 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 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. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. Any actions arising out of this Agreement will be brought exclusively in the state of Delaware or the United States District Court for the District of Delaware, and the parties irrevocably submit to the exclusive jurisdiction of such court and agree not to plead to the contrary. This Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions completed by this Agreement, including without limitation engineering, accounting and legal fees incurred in connection herewith. 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.

CBS OPERATIONS INC.

By:



Andrew J. Siegel
Assistant Secretary

GOCOM MEDIA OF ILLINOIS, LLC

By:

Name:

Title:



Ric Boreman

CEO