

INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement (this "Agreement") is entered into as of December 9, 2020 ("Effective Date"), by and between TV-49, Inc. ("TV-49") and Gray Television Licensee, LLC ("Gray Television") (collectively, the "Parties," each of which is a "Party").

1. Pursuant to Federal Communications Commission ("FCC") Application Number 20201030ABO (the "Assignment Application"), TV-49 has sought consent to the assignment of the broadcast station license of Low Power Digital TV station KEJR-LD, FCC Facility ID No. 168349, Phoenix, AZ ("KEJR") from HC2 Station Group Inc. The parties acknowledge that this Agreement is effective contingent upon FCC grant of the Assignment Application.

2. KEJR currently is licensed operate on Channel 32 at an effective radiated power ("ERP") of 15.0 kilowatts ("kW") at 21 meters radiation center above ground level ("RCAGL"). As part of this Agreement, and pursuant to 47 C.F.R. § 73.3517(a), TV-49 is filing an application for the modification of a Construction Permit, which proposes to modify KEJR's antenna from a directional pattern to an omni-directional pattern and to increase the RCAGL from 21 meters to 33 meters.

3. Gray Television, the licensee of full-power commercial television broadcast station KOLD-TV, FCC Facility ID No. 48663, Tucson, AZ, is authorized by the FCC to operate on Channel 32 at an ERP of 108 kW at 1123 meters height above average terrain.

4. The KEJR-LD Proposed Facility is predicted to result in 2.54% additional interference to the KOLD-TV Licensed Facility (the "New Interference"), of which 1.86% is located within the KOLD-TV designated market area. If the amount of interference from the KEJR-LD Proposed Facility to the KOLD-TV Licensed Facility is greater than the New Interference at any point in time, then TV-49 must expeditiously reduce the interference to equal the amount of the New Interference. Gray Television acknowledges, agrees to, and accepts only the New Interference.

5. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. 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. 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.

[signature page follows; remainder of page intentionally left blank]

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

TV-49, INC.

By: Evan Fieldman

Name: Evan Fieldman

Title: VP

GRAY TELEVISION LICENSEE, LLC

By: JD Burke

Name: David Burke

Title: SVP, CTO