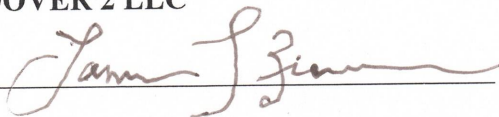


INTERFERENCE AGREEMENT

This Interference Agreement (this "Agreement") is entered into as of May 14, 2021 ("Effective Date"), by and between Landover 2 LLC ("Landover") and Zebra Media, LLC ("Zebra") (collectively, the "Parties," each a "Party").

1. Landover, the licensee of low-power digital television broadcast station W16EJ-D, Dubois, Pennsylvania (FCC Facility Id. 187454), is currently authorized by the Federal Communications Commission ("FCC") to operate on Channel 16 with an effective radiated power ("ERP") of 1 kilowatt ("kW") and antenna radiation center at 10 meters above ground level ("RCAGL"), and is filing a minor modification application to relocate to a new transmitter site near Carlisle, Pennsylvania (the "W16EJ-D Proposed Facility").
2. Zebra, the licensee of low-power digital television broadcast station WHLZ-LD, Harrisburg, Pennsylvania (FCC Facility Id. 26853), is authorized by the FCC to operate on Channel 21 at an ERP of 15 kW and RCAGL of 79 meters, and holds an issued displacement construction permit (File No. 0000104818) for a channel 16 facility at the same ERP and RCAGL (the "WHLZ-LD Permit").
3. To enable a grant by the FCC of a construction permit authorizing the W16EJ-D Proposed Facility and its construction and operation thereafter, Zebra hereby agrees to accept up to 12% interference to the WHLZ-LD Permit facilities from the W16EJ-D Proposed Facility.
4. 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, including a copy of this Agreement, as required or 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. 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. Notwithstanding the foregoing, it is understood that the provisions agreed to in paragraph 3 hereof 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 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.

LANDOVER 2 LLC

By: 

Name: Laurence S. Zimmerman

Title: Managing Member

ZEBRA MEDIA, LLC

By: _____

Name: Margaret Huber

Title: President of Sole Member

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

LANDOVER 2 LLC

By: _____

Name: _____

Title: _____

ZEBRA MEDIA, LLC

By: Margaret Huber

Name: Margaret Huber

Title: President of Sole Member