

## INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement ("Agreement") is entered into as of January \_\_, 2019 ("Effective Date"), by and between KUTV Licensee, LLC ("KUTV"), licensee of television station K29LP-D (FID 70994), Santa Clara, Utah, by and among co-owned KUTV Licensee, LLC, licensee of television station KMYU (FID 35822), St. George, Utah, (collectively, the "Parties," each of which is a "Party").

1. KUTV filed an application during the Special Displacement Window proposing a displacement channel on Channel 29 for K29LP-D, which the FCC assigned the following file number: 0021144076 (the "Application"). KUTV determined that to remove interference issues with others in its MX group it would request to operate on Channel 10 and amend the Application. KMYU is currently licensed to operate on Channel 9.

2. The Application is predicted to result in interference to 1.3% of the population of the KTVL Channel 9 licensed facility. The KMYU Licensed facility is predicted to cause 5.21% of the population to the K29LP-D proposed Channel 10 facility.

3. The Parties hereby acknowledge the above referenced interference and neither party, currently agrees to accept any interference in excess of that noted in Paragraph 2 above.

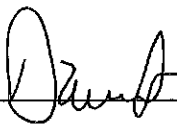
4. No consideration is being paid or promised by either party in connection with this Agreement. Neither party in connection with this Agreement filed their above-mentioned applications for the purpose of carrying out this Agreement.

5. This Agreement is in the public interest because it will allow for both parties to operate and provide broadcast services to their local populations. This is in the public interest because it is always in the public interest to provide more population coverage.

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.

KUTV LICENSEE, LLC.

By: \_\_\_\_\_

Name: ~~Harvey Arnold~~

David R. Bochenek

Title: ~~Vice President of Engineering~~  
Authorized Signatory

KUTV LICENSEE, LLC

By: \_\_\_\_\_

Name: ~~Harvey Arnold~~

David R. Bochenek

Title: ~~Vice President of Engineering~~  
Authorized Signatory