

## INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement (“Agreement”) is entered into as of August 10th, 2021 (“Effective Date”), by and between Univision New York LLC (“WFUT Licensee”) and WMT, LLC (“WQAV Licensee”) (collectively, the “Parties,” each of which is a “Party”).

1. WFUT Licensee, the licensee of television broadcast station WFUT-DT, FCC Facility ID No. 60555, Newark, New Jersey, is authorized by the Federal Communications Commission (“FCC”) to operate on channel 26 at an effective radiated power (“ERP”) of 215.0 kilowatts (“kW”) (the “WFUT Authorized Facility”). WFUT Licensee shall file a minor modification application, proposing to seek authorization for WFUT-DT to operate on channel 26 at 275 kW ERP (the “WFUT Proposed Facility”), to include the present duly executed Agreement.

2. WQAV Licensee, the licensee of television broadcast station WQAV-CD, FCC Facility ID No. 191822, Glassboro, New Jersey, is authorized by the FCC to operate on channel 26 at 14.7 kW ERP (the “WQAV Authorized Facility”). WQAV Licensee shall file a minor modification application, proposing to seek authorization for WQAV-CD to operate on channel 26 at 15 kW ERP and with a different antenna (the “WQAV Proposed Facility”), to include the present duly executed Agreement.

3. The WFUT Proposed Facility is predicted to cause not more than 0.7% additional interference to either the WQAV Authorized Facility or to the WQAV Proposed Facility (the “WQAV New Interference”), as calculated using a TVStudy cell size of two (2) kilometers and a terrain sampling interval of 0.5 kilometer. WQAV Licensee acknowledges, agrees to, and accepts the WQAV New Interference. If the amount of interference from any WFUT Proposed Facility to either the WQAV Authorized Facility or to the WQAV Proposed Facility is greater than the WQAV New Interference at any point in time, then WFUT Licensee must expeditiously reduce the interference to equal the amount of the WQAV New Interference. WFUT Licensee may specify other TVStudy parameters in future applications, provided that the WQAV New Interference, when calculated using the TVStudy cell size and sampling interval parameters noted herein, is not exceeded.

4. The WQAV Proposed Facility is predicted to cause not more than 1.75% additional interference to either the WFUT Authorized Facility or to the WFUT Proposed Facility (the “WFUT New Interference”), as calculated using a TVStudy cell size of one (1) kilometer and a terrain sampling interval of 0.5 kilometer. WFUT Licensee acknowledges, agrees to, and accepts the New Interference. If the amount of interference from the WQAV Proposed Facility to either the WFUT Authorized Facility or to any WFUT Proposed Facility is greater than the WFUT New Interference at any point in time, then WQAV Licensee must expeditiously reduce the interference to equal the amount of the WFUT New Interference. WQAV Licensee may specify other TVStudy parameters in future applications, provided that the WFUT New Interference, when calculated using the TVStudy cell size and sampling interval parameters noted herein, is not exceeded.

5. The Parties shall 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, notify the other of any such FCC inquiries, and 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 construction of the proposed facilities contemplated by this Agreement. Notwithstanding the foregoing, in the event the FCC were to withhold its consent to the

applications and modifications contemplated herein, the Parties shall have the right to terminate this Agreement.

6. If, and only if, the FCC approves the Applications, WFUT Licensee agrees, to pay WQAV Licensee, as reimbursement only for reasonably anticipated expenses arising from WQAV Licensee agreeing to accept such interference within WQAV's service area from the operations of any WFUT Proposed Facility as specified above, including all expenses and equipment related to the construction of the WQAV Proposed Facility. Such reimbursement shall be determined and mutually agreed upon by the Parties at a later date.

7. 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.

8. To the extent not governed by federal law, this Agreement will be governed by the laws of the State of New York, without giving effect to the conflicts of laws principles thereof. With respect to any suit, action or proceedings relating to or arising out of this agreement ("Proceedings"), each Party irrevocably: (i) submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such Party.

9. All issues, matters and disputes between the Parties concerning this Agreement shall be tried by a judge in a non-jury trial.

10. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and may be altered or amended only in writing signed by the Party against which enforcement is sought. The Agreement will be binding upon and inure to the benefit of the heirs, successors, and assigns of each Party and will be binding on any future licensee of any of the stations referred to in this Agreement.

11. Any notices hereunder will be deemed effective if given by first class or more rapid class of the United States mail, postage prepaid, and evidenced by a postal delivery receipt, or overnight delivery, signature required, 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 Univision New York LLC:  
Christopher G. Wood  
Univision Communications Inc.  
5999 Center Drive  
Los Angeles, CA, 90045

With a copy, which shall not constitute notice, to:

Matthew S. DelNero  
Covington & Burling LLP  
One CityCenter  
850 Tenth Street, NW  
Washington, DC 20001-4956  
mdelnero@cov.com

If to WMT, LLC:

WMT, LLC  
5670 Wilshire Blvd., Suite 1620  
Los Angeles, CA 90036  
rogow@ventechgroup.com

With a copy, which shall not constitute notice, to:

Joan Stewart  
Wiley Rein LLP  
1776 K Street NW  
Washington, DC 20006  
jstewart@wiley.law

10. 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. 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.

[SIGNATURE PAGE FOLLOWS]

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

**UNIVISION NEW YORK LLC**

**WMT, LLC**

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

Name: Robert Yanez

Title: President GM Univision NY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**UNIVISION NEW YORK LLC**

**WMT, LLC**

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

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

Name: \_\_\_\_\_

Name: Lawrence Rogow \_\_\_\_\_

Title: \_\_\_\_\_

Title: Manager \_\_\_\_\_