

INTERFERENCE ACCEPTANCE & CONSENT AGREEMENT

This Interference Acceptance & Consent Agreement ("Agreement") is entered into as of January 31, 2024 ("Effective Date"), by and between WCIU-TV Limited Partnership ("WCIU Licensee") and Weigel Broadcasting Co. ("WFBN Licensee") (collectively, the "Parties," each of which is a "Party"). Weigel Broadcasting Co. is the parent company of both licensees.

1. WCIU Licensee, the licensee of full-power commercial television broadcast station WCIU, FCC Facility ID No. 71428, Chicago, IL, is authorized by the Federal Communications Commission ("FCC") to operate on channel 23 at an effective radiated power ("ERP") of 1000 kilowatts ("kW") at 473 meters height above average terrain ("HAAT").
2. WFBN Licensee, the licensee of low-power commercial television broadcast station WFBN-LD, FCC Facility ID No. 168664, Rockford, IL is currently authorized by FCC to operate on channel 23 at 15 kW ERP at 191 meters ground elevation ("AMSL"). WFBN Licensee shall amend its currently License for LPTV Translator Application (File No. 0000087738), to change its antenna azimuth pattern.
3. The WFBN Proposed Facility is predicted to result in 1.39% interference to the WCIU Licensee (File No. 0000102906). The WFBN Proposed Facility is predicted to result in 1.27% interference to the WCIU authorized Construction Permit (File No. 0000196941). WCIU Licensee acknowledges, agrees to, and accepts the Interference.
4. The Parties agree and acknowledge that the WFBN Proposed Facility is not predicted to result in any impermissible interference to WCIU Licensee. 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.
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, 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.

[SIGNATURE PAGE FOLLOWS]

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

WCIU Limited Partnership

By: 

Name: Kyle Walker

Title: VP, Technology

Weigel Broadcasting Co.

By: 

Name: Kyle Walker

Title: VP, Technology