

INTERFERENCE CONSENT AGREEMENT

THIS INTERFERENCE CONSENT AGREEMENT ("Agreement") is made and entered into effective as of the 26 day of June, 2013, by and among VideoIndiana, Inc. ("VideoIndiana"), licensee of television station WTHR, Indianapolis, Indiana ("WTHR"); and WREX Television, LLC ("WREX"), licensee of television station WREX, Rockford, Illinois (collectively referred to as the "Parties").

WHEREAS VideoIndiana intends to file an application ("Application") with the Federal Communications Commission ("FCC") to modify the facilities of WTHR to increase its effective radiated power ("ERP") to 77 kW at the current transmitter site of WTHR, as specified in FCC License File No. BLCDT-20120127AIE; and

WHEREAS such operation at 77 kW ERP is predicted to cause interference to 1.75 percent of the population within WREX's service area, as calculated for purposes of, and using the procedure set forth in, 47 C.F.R. § 73.616(e) as of the date of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, the Parties hereby agree as follows:

1. WREX hereby consents to FCC approval of the Applications and agrees to accept interference from WTHR to up to 1.75 percent of the population within WREX's service area, as calculated for purposes of, and using the procedure set forth in, 47 C.F.R. § 73.616(e) as of the date of this Agreement.

2. VideoIndiana hereby reciprocally agrees that if the FCC accepts WTHR's Applications to modify its facilities to increase its ERP to 77 kW and if, in the future, WREX seeks to modify its facilities, then VideoIndiana likewise agrees to accept interference from WREX to up to 1.75 percent of the population within WTHR's service area, as calculated for purposes of, and using the procedure set forth in, 47 C.F.R. § 73.616(e) as of the date of this Agreement, that results from such modification of WREX's facilities. The Parties understand and agree that WREX may seek to modify its facilities consistent with this Agreement without obtaining additional consent from WTHR. In the event that WREX seeks to modify its facilities consistent with this Agreement, WREX agrees to provide VideoIndiana with at least ten (10) days' prior notice if practicable, or, if not practicable, such other notice that is prompt under the circumstances.

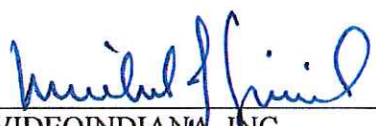
3. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree to consult with each other and reevaluate the terms of this Agreement in the event that either WTHR or WREX is adversely impacted by any circumstances arising out of or in connection with either (a) the spectrum auction and repacking plans proposed and/or adopted in FCC Docket No. 12-268, *Expanding the Economic and Innovation Opportunities of Spectrum Through Incentive Auctions*, or (b) any modification to the FCC's rules set forth in 47 C.F.R. § 73.616(e).

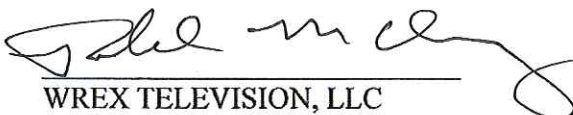
4. Each of the Parties agrees to take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to any regulatory filings implicated by this

Agreement, to notify the other of any such FCC inquiries, and to furnish all information requested by the FCC with respect thereto. Neither of the Parties 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. WREX agrees that VideoIndiana may terminate this Agreement upon seven (7) days' prior written notice to WREX if the FCC, through a final order, has dismissed or denied the Application or if WTHR has withdrawn the WTHR Modification.

6. Each of the Parties represents to the other that it has the power and authority to enter into and carry out this Agreement and that this Agreement constitutes the valid and binding obligation of each of them in accordance with its terms. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors or assigns. Moreover, the Parties understand and agree that the acceptance of interference levels agreed to herein shall continue to run with each 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. Except for the agreements set forth herein, no consideration is being paid or promised by either party in connection with this Agreement. No amendment or waiver of compliance with any provision hereof shall be effective unless it is made in writing signed by the party against whom enforcement is sought. This Agreement shall be governed by the laws of the State of Indiana without giving effect to the choice of law provisions thereof, and by the Communications Act of 1934 (as amended) and the Rules and Regulations of the FCC. The Parties agree to accept the jurisdiction of the courts of the State of Indiana for the resolution of any disputes under this Agreement. This Agreement may be executed in counterparts and by facsimile or email, each of which when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument. Further, this Agreement is the product of negotiation and preparation by and between the Parties, and their respective attorneys. Accordingly, the Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another (or the attorneys for one party or another) and shall be construed accordingly.


VIDEOINDIANA, INC.
MICHAEL J. FIORILE
CEO


WREX TELEVISION, LLC

INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement ("Agreement") is entered into as of June 26, 2013 (the "Effective Date") by and between Gray Television Licensee, LLC ("Gray"), licensee of WBKO(TV), digital Channel 13, Bowling Green, Kentucky (Facility ID No. 4692) ("WBKO") and VideoIndiana, Inc. ("VideoIndiana"), licensee of WTHR(TV), digital Channel 13, Indianapolis, Indiana (Facility ID No. 70162) ("WTHR").

1. VideoIndiana intends to file an application with the Federal Communications Commission ("FCC") to modify the facilities of WTHR to operate on digital Channel 13 using a non-directional antenna with a maximum effective radiated power ("ERP") of 77 kW at 299 meters height above average terrain ("HAAT") at the current transmitter site of WTHR (the "WTHR Modification") and to request from the FCC special temporary authority ("STA") to operate at 77 kW to verify that such increase in ERP will improve service to WTHR's viewers and will not cause unanticipated harmful interference to viewers' reception of other stations.

2. Pursuant to the Interference Accepted Agreement entered into as of March 28, 2011 by and between Gray and VideoIndiana, Gray agreed to accept 0.81 percent total interference to the WBKO licensed service area (BLCDT-20090423ABM) and 1.24 percent total interference to the WBKO construction permit protected service area (BPCDT-20110218ABM) in consideration for VideoIndiana agreeing to accept 1.24 percent total interference to the WTHR protected service area.

3. The WTHR Modification is predicted to cause interference to an additional 0.61 percent of the population inside the WBKO licensed service area (BLCDT-20090423ABM) (resulting in a total of up to 1.42 percent total predicted interference) and an additional 1.37 percent of the population inside the WBKO construction permit protected service area (BPCDT-20110218ABM) (resulting in a total of up to 2.61 percent total predicted interference).

4. Gray hereby consents to FCC approval of the WTHR Modification and agrees to accept the interference set forth in Paragraph 3.

5. VideoIndiana hereby agrees that if, in the future, Gray seeks to further modify the facilities of WBKO, VideoIndiana will consent to accept up to 2.61 percent total interference to the population inside the FCC-authorized protected service area of WTHR that would result from such further modification of WBKO's facilities.

6. Each of VideoIndiana and Gray shall take prompt, commercially reasonable steps to address any actual harmful interference that exceeds, or causes reception problems that were not contemplated based on, predicted interference at the time of this Agreement and that are identified in good faith by the other party.

7. Each of VideoIndiana and Gray 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 with respect thereto. Neither VideoIndiana nor Gray shall take

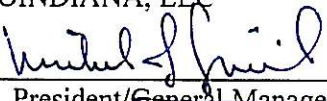
any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the other party's enjoyment of its rights and interests contemplated by this Agreement.

8. VideoIndiana may terminate this Agreement upon seven (7) days' prior written notice to Gray if the FCC, through a final order, has dismissed or denied the WTHR Modification or if WTHR has withdrawn the WTHR Modification.

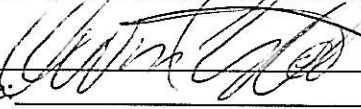
9. All references to protected service area herein shall mean the service area predicted by applying the FCC's rules and policies in effect as of the date of this Agreement using 2000 Census data for purposes of calculating population figures.

10. This agreement shall be binding upon the parties hereto and their respective successors or assigns. Except for the mutual consents and agreements set forth herein, no consideration is being paid or promised by either party in connection with this Agreement. No amendment or waiver of compliance with any provision hereof shall be effective unless it is made in writing signed by the party against whom enforcement is sought. This Agreement shall be governed by the laws of the State of Indiana without giving effect to the choice of law provisions thereof. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in counterparts and by facsimile, each of which when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument.

VIDEOINDIANA, LLC

By: 
Title: President/General Manager
MICHAEL J. FIORILE

GRAY TELEVISION LICENSEE, LLC

By: 
Title: Secretary

INTERFERENCE CONSENT AGREEMENT

THIS INTERFERENCE CONSENT AGREEMENT ("Agreement") is made and entered into effective as of the 26 day of June, 2013, by and among VideoIndiana, Inc. ("VideoIndiana"), licensee of television station WTHR, Indianapolis, Indiana ("WTHR"); and Nexstar Broadcasting, Inc. ("Nexstar"), licensee of television station WCIX, Springfield, Illinois ("WCIX") (collectively referred to as the "Parties").

WHEREAS VideoIndiana intends to file an application ("Application") with the Federal Communications Commission ("FCC") to modify the facilities of WTHR to increase its effective radiated power ("ERP") to 77 kW at the current transmitter site of WTHR, as specified in FCC License File No. BLCDT-20120127AIE; and

WHEREAS such operation at 77 kW ERP is predicted to cause interference to 1.36 percent of the population within WCIX's service area, as calculated for purposes of, and using the procedure set forth in, 47 C.F.R. § 73.616(e) as of the date of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, the Parties hereby agree as follows:

1. Nexstar hereby consents to FCC approval of the Application and agrees to accept interference from the WTHR facilities proposed in the Application to up to 1.36 percent of the population within WCIX's service area, as calculated for purposes of, and using the procedure set forth in, 47 C.F.R. § 73.616(e) as of the date of this Agreement. In the event that WTHR alters its facilities or implements new facilities as a result of a "repacking" of broadcast spectrum by the FCC, then Nexstar agrees to accept a comparable level of interference to that described in the foregoing sentence, subject to the parties' good faith review of the interference with due consideration given to any changes in the impacted population within WCIX's service area.

2. VideoIndiana agrees, as consideration for Nexstar agreeing to accept such interference within WCIX's service area from the operations of WTHR as specified in Paragraph 1, to pay Nexstar the amount of [REDACTED] if, and only if, the FCC approves the Application. VideoIndiana shall make such payment to Nexstar by check or wire transfer within five (5) business days after the date on which the FCC's grant of the Application shall have become a Final Order. As defined in this Agreement, "Final Order" shall mean an action by the FCC as to which (a) no request for stay by the FCC is pending, no such stay is in effect, and the deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review of its grant of the Application on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's grant of the Application is pending or in effect, and the deadline for filing any such appeal or request has passed.

3. Each of the Parties agrees to take all commercially reasonable steps, at VideoIndiana's sole cost and expense, to address any questions or concerns raised by the FCC with respect to any regulatory filings implicated by this Agreement, to notify the other of any

such FCC inquiries, and to furnish all information requested by the FCC with respect thereto. Neither of the Parties 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. The addresses for such notice are: (1) notices to Nexstar should be directed to Elizabeth Ryder, Vice President and General Counsel, at eryder@nexstar.tv and (2) notices to VideoIndiana should be directed to Al Grossniklaus, Director of Engineering, at alg@wthr.com.

4. Nexstar agrees that VideoIndiana may terminate this Agreement upon seven (7) days' prior written notice to Nexstar if the FCC has dismissed or denied the Application, and such dismissal or denial has become a Final Order.

5. Each of the Parties represents to the other that it has the power and authority to enter into and carry out this Agreement and that this Agreement constitutes the valid and binding obligation of each of them in accordance with its terms. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors or assigns. Except for the agreements set forth herein, no consideration is being paid or promised by either party in connection with this Agreement. No amendment or waiver of compliance with any provision hereof shall be effective unless it is made in writing signed by the party against whom enforcement is sought. This Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof, and by the Communications Act of 1934 (as amended) and the Rules and Regulations of the FCC. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument. Further, this Agreement is the product of negotiation and preparation by and between the Parties, and their respective attorneys. Accordingly, the Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another (or the attorneys for one party or another) and shall be construed accordingly.


VIDEOINDIANA, INC.

Michael J. Floride

CEO


NEXSTAR BROADCASTING, INC.

Elizabeth Ryder
Vice President & General Counsel