

INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement ("Agreement") is entered into as of March 28th, 2011 (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 directional antenna with a maximum effective radiated power ("ERP") of 42.1 kW at 299 meters height above average terrain ("HAAT") at the current transmitter site of WTHR (such site as specified in FCC File No. BMPCDT-20091016AAW) (the "WTHR Modification").

2. Gray was granted authority to modify the facilities of WBKO on digital Channel 13 using a non-directional antenna to increase ERP to 31.5 kW at 220.5 meters HAAT (FCC File No. BPCDT-20110218ABM) (the "WBKO Modification").

3. The WBKO Modification is predicted to cause 0.17 percent interference to the population inside the protected service area of authorized facilities of WTHR (as reflected in FCC File Nos. BMPCDT-20091016AAW and BLCDT-20100812ABY) as of the Effective Date. In addition, the WBKO Modification is predicted to cause 0.21 percent total interference to the facilities to be proposed in the WTHR Modification.

4. The WTHR Modification is predicted to cause 1.24 percent total interference to the population inside the protected service area proposed in the WBKO Modification.

5. Gray hereby consents to FCC approval of the WTHR Modification and agrees to accept 1.24 percent total interference to the protected service area proposed in the WBKO Modification predicted to result from the buildout and implementation of the WTHR Modification. Gray further agrees to accept .81 percent total interference predicted to result to the authorized facilities of WBKO (FCC File No. BLCDT-20090423ABM) from the WTHR Modification.

6. VideoIndiana hereby agrees that if, in the future, Gray seeks to further modify the facilities of WBKO, VideoIndiana will consent to accept 1.24 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.

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.

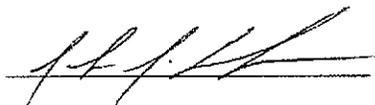
8. VideoIndiana may terminate this Agreement upon seven (7) days' prior written notice to Gray if the FCC, through a final order, has dismissed or denied the WTHR Modification.

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

GRAY TELEVISION LICENSEE, LLC

By: 
Title: President/General Manager

By: 
Title: V.P. & General Manager