

Construction Permit Assignment Agreement

This Construction Permit Assignment Agreement ("CP Agreement") made this 7th day of June 2021 by and between MBC Grand Broadcasting Company, Inc. ("Assignor") and Gray Media Group, Inc. ("Assignee") (collectively, the "Parties")

WITNESSETH

WHEREAS Assignor desires to assign its construction permit for Low Power TV station K25FZ-D (the "Station") to Assignee as an accommodation for nominal consideration; and

WHEREAS Assignee is willing to accept such assignment and assist in the final construction of the Station

NOW THEREFORE the Parties agree as follows:

1. As promptly as practicable, the Parties shall prepare and file an application with the FCC for approval to assign the Station's construction permit to Assignee. The Parties shall use their best commercially reasonable efforts to cooperate in achieving the grant of the application. The Parties shall split the cost of the FCC application fee but shall pay their own attorneys' fees.
2. Promptly upon approval of the application by the FCC, Assignor shall present Assignee an instrument of assignment transferring all of its right, title and interest in the Station to Assignee. In the event that that the construction permit has become a license since the application was filed, Assignee shall assign, and Assignor shall assume, the resulting license.
3. At the closing, Assignee shall pay Assignor the sum of One Dollar (\$1.00).
4. The construction permit/license for the Station (the "Authorization") is assigned as is, where is. Assignor makes no representation as to the status of the Authorization except that (i) Assignor is the sole owner of the Authorization and (ii) the Authorization is currently in effect and Assignor knows of no encumbrances or challenges to the good standing of the Authorization. The construction permit has an imminent expiration date of July 13, 2021.
5. The Parties will use commercially reasonable efforts to cooperate to achieve the construction and operational status of the Station before the expiration of the construction permit. Assignor will make available an antenna and associated coaxial cable on its tower structure in Grand Junction at no cost to Assignee. Assignee will provide a suitable transmitter and all other equipment necessary to make the Station operational. Upon Assignee's request and at Assignee's sole cost, Assignor shall submit an application to modify the construction permit for the Station to specify the

EXECUTION

facilities that the Parties shall construct prior to the construction permit expiration date. Assignee will have four months' free use of the Assignor's Grand Junction tower site space from the closing date. If Assignee desires to continue use of the site after that, a reasonable fee will be negotiated between the Parties.

6. Monetary damages claimable by either Party in the event of breach of this Agreement are limited to the purchase price, but either Party may seek specific performance of the agreement.
7. Assignee shall have the right to require Assignor to assign the Authorization for the Station directly to its wholly-owned subsidiary Gray Television Licensee, LLC at closing.
8. This agreement may be signed in duplicate counterparts and may only be amended by a writing signed by both Parties.

MBC Grand Broadcasting Company, Inc.

By: 

Title *Paul D Gray*

Gray Media Group, Inc.

By: 

Title: SVP, Government Relations & Distribution

Interference Acceptance Agreement

This Interference Acceptance Agreement ("the IAA") by and between Gray Television Licensee, LLC, as successor-in-interest to Virginia Broadcasting, LLC ("Gray") and Maranatha Broadcasting Company, Inc. ("WDPN Licensee") (collectively, "the Parties") is made this 7th day of June 2021.

WHEREAS the power increase permitted by this agreement will permit WDPN Licensee to provide improved service to its customers in the Philadelphia DMA; and

WHEREAS Gray has determined that any interference to its own operations in the Charlottesville DMA resulting from the power increase is acceptable; and

WHEREAS WDPN Licensee has no objection to a power increase by WVIR of up to 75 kW if Gray chooses to increase its power

NOW THEREFORE the Parties hereto agree as follows:

1. Gray consents to an increase in effective radiated power of transmissions from WDPN Licensee's Wilmington, DE station WDPN up to 75 kW.
2. WDPN Licensee consents to an increase in effective radiated power from Gray's Charlottesville, VA station WVIR up to 75 kW.
3. Gray and WDPN Licensee agree that this IAA may be submitted to the FCC in connection with any application to effectuate the terms hereof.
4. If deemed necessary or appropriate by their attorneys, the Parties will execute a modification consistent with this IAA of that certain Mutual Upgrade Agreement (the "MUA") dated as of May 24, 2018 between and among the Parties and two other parties whose rights under the MUA agreement are not otherwise affected by the modification memorialized herein.
5. Except as explicitly provided herein the terms of the MUA and the rights and obligations of the Parties under the MUA shall remain unchanged.
6. This agreement may be signed in duplicate counterparts by the Parties.

Maranatha Broadcasting Corporation, Inc.

Gray Television License, LLC

By: _____

Title: _____


Patrick Cui

By: _____

Title: Assistant Secretary

