

INTERFERENCE CONSENT AGREEMENT

This Interference Consent Agreement (“Agreement”) is entered into as of July 28, 2023, by and between Gray Television Licensee, LLC (“Gray”), the licensee of low power television station WTMU-LD, Montgomery, AL (Facility ID 182914) (“WTMU”) and Edge Spectrum, Inc. (“Edge Spectrum”), licensee of low power television station W30EL-D, Montgomery, AL (Facility ID 185076) (“W30EL”) (each a “Party” and collectively the “Parties”).

Recitals

Whereas, Gray intends to file a minor modification application for WTMU to increase power to 15kW (“WTMU Application”); and

Whereas, such operation at 15kW is predicted to cause interference to 15.7 percent of the population served by W30EL’s licensed facility and requires consent from Edge Spectrum.

Now therefore, in consideration of the promises and the mutual covenants and agreements set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Edge Spectrum hereby consents to the interference projected to be caused to W30EL by the WTMU Application up to 15.7 percent of the population served by W30EL’s current licensed facility (FCC File No. 0000195920).
2. Any proposed modification or amendment to the WTMU Application which is predicted to cause interference to W30EL in amounts greater than consented to herein shall require the additional prior written consent of Edge Spectrum.
3. No Party shall take any action that is inconsistent with its obligations under this Agreement that could hinder or delay the other Party’s enjoyment of its rights and interests as contemplated by this Agreement.
4. This Agreement may be terminated with the mutual written consent of the Parties.
5. If any Party breaches its obligations under this Agreement, the other Party shall have the right to seek injunctive relief and specific performance. The breaching Party agrees to waive any defense as to the adequacy of the other Party’s remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.
6. Each Party represents and warrants that the representative executing this Agreement on its behalf has full authority to do so, and that this Agreement is legally binding upon such Party and enforceable in accordance with its terms.

7. This Agreement shall be binding upon and insure to the benefit of, the Parties' respective successors and assigns. This Agreement may be assigned to any Party acquiring the interests of the license of WTMU or W30EL upon approval of the Federal Communications Commission ("FCC") and consummation of the acquisition.

8. This Agreement shall be governed by and construed in accordance with the rules and regulations of the FCC and the laws of the District of Columbia (not including the choice of law rules thereof).

9. If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of the Agreement shall continue in full force and effect, provided that such continuation would not materially diminish the benefit of this Agreement for any Party.

10. This Agreement sets forth the entire understanding of the parties hereto at the time of its execution and delivery with respect to the subject matter hereof.

11. This Agreement may not be amended except by written amendment signed by all Parties.

12. This Agreement may be signed in counterparts and delivered by email, with the same effect as if the signature on each counterpart were on the same instrument.

- Signature Page to Follow -

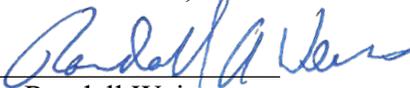
SIGNATURE PAGE TO INTERFERENCE CONSENT AGREEMENT

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

GRAY TELEVISION LICENSEE, LLC

By: _____
Name: _____
Title: _____

EDGE SPECTRUM, INC.

By:  _____
Name: Randall Weiss _____
Title: _President_____

SIGNATURE PAGE TO INTERFERENCE CONSENT AGREEMENT

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

GRAY TELEVISION LICENSEE, LLC



By: _____

Name: Robert J. Folliard, III

Title: SVP, Gov. Rel. & Dist.

EDGE SPECTRUM, INC.

By: _____

Name: _____

Title: _____