

## **INTERFERENCE AGREEMENT**

THIS INTERFERENCE AGREEMENT (this “**Agreement**”) is entered into this 26th day of July 2023, by and between **Gray Television Licensee, LLC**, a Delaware limited liability company (“**Gray**”) and **Lowcountry 34 Media, LLC**, a South Carolina limited liability company (“**Lowcountry**”) (each a “**Party**”; collectively, “**Parties**”).

### **RECITALS**

**WHEREAS**, Gray is the licensee of low-power television station W16EL-D, Augusta, Georgia (FCC Facility ID No. 185710) (“**W16EL-D**”), which is licensed to operate on DTV Channel 16;

**WHEREAS**, Lowcountry is the licensee of low-power television station W16EE-D, Augusta, Georgia (FCC Facility ID No. 181854) (“**W16EE-D**”), which is licensed to operate on DTV Channel 16;

**WHEREAS**, W16EE-D has a pending minor modification of license application (FCC LMS File No. 0000186170) (the “**Modification Application**”); and

**WHEREAS**, to enable the grant of W16EE-D’s Modification Application, Gray agrees to accept interference to W16EL-D caused by W16EE-D’s operations pursuant to the facilities proposed in the Modification Application.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreement set forth herein, the Parties agree as follows:

1. **Acceptance of Interference.** Gray hereby agrees to accept interference to W16EL-D from the facilities proposed in W16EE-D’s Modification Application as follows:

(a) **W16EL-D’s Licensed Facilities.** Up to Eight and Sixty-Seven Hundredths percent (8.67%) predicted interference to W16EL-D’s licensed facilities (FCC LMS File No. 0000194477); and

(b) **W16EL-D’s Modified Construction Permit.** Up to Sixty-Three and Eighty-One Hundredths percent (63.81%) predicted interference to the facilities proposed in W16EL-D’s modified construction permit (FCC LMS File No. 0000217786).

2. **Cooperation of the Parties.** The Parties shall expeditiously: (a) 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; (b) notify the other of any such FCC inquiries; and (c) furnish all information, including a copy of this Agreement, as required or 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 the other Party's enjoyment of its rights and interests contemplated by this Agreement.

3. **Counterparts.** This Agreement may be executed in one or more counterparts and such counterparts may be exchanged electronically by emailed pdf file, and each such counterpart will have the full force and effect of an original but all of which will be deemed one and the same document.

4. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Georgia notwithstanding its conflicts of law provisions. The parties waive trial by jury as to all matters arising from this Agreement.

5. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the heirs, successors, and assigns of each Party and will be binding on any future licensee of any of the stations referred to in this Agreement.

6. **Notices.** Any notices hereunder will be deemed effective if given by first class or more rapid class of United States mail, postage prepaid, and evidenced by a postal delivery receipt, addressed as follows. Notices will be effective on the first attempted date of delivery on a business day, not including any federal or state government holiday:

**If to Gray:** Gray Television Licensee, LLC  
4370 Peachtree Rd NE  
Atlanta, GA 30319  
Attn: General Counsel  
Telephone: (404) 504-9828  
Email: [legalnotices@gray.tv](mailto:legalnotices@gray.tv)

*with a copy (which shall not constitute notice) to:*

Wiley Rein LLP  
2050 M Street, NW  
Washington, DC 20036  
Attn: Joan Stewart  
Email: [jstewart@wiley.law](mailto:jstewart@wiley.law)

**If to Lowcountry:** Lowcountry 34 Media, LLC  
14 Tuxedo Drive  
Beaufort, SC 29907  
Attention: Jeffrey Winemiller  
Email: [jeff@winemiller.com](mailto:jeff@winemiller.com)

*with a copy (which shall not constitute notice) to:*

Wilkinson Barker Knauer LLP  
1800 M Street, NW, Suite 800N  
Washington, DC 20036  
Attn: Davina Sashkin, Esq.  
Email: [dsashkin@wbklaw.com](mailto:dsashkin@wbklaw.com)

7. **Authority.** Each individual executing this Agreement warrants that he or she has the authority to sign and to legally bind the Party for which he or she has signed to carry out the provisions hereof.


8. **Entire Agreement.** This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and may be altered or amended only in writing signed by the Party against which enforcement is sought.

**[SIGNATURE PAGE FOLLOWS]**


**SIGNATURE PAGE TO INTERFERENCE AGREEMENT**

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

**GRAY TELEVISION LICENSEE, LLC**

By:   
Name: Robert J. Folliard, III  
Title: Assistant Secretary

**LOWCOUNTRY 34 MEDIA, LLC**

By:   
Name: Jeffrey Winemiller  
Title: Manager