

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In re Applications of)	
)	
WZTV Licensee, LLC,)	File No. BPCDT-19991101ADI
Digital Channel 15, Nashville, Tennessee)	
)	
and)	
)	
Crossover Licenses, Ltd.)	File No. BPCDT-19991101ADV
Digital Channel 16, Bowling Green,)	
Kentucky)	
)	
Mutually Exclusive DTV Applications)	DA 02-461

To: Video Services Division
Media Bureau

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Crossover Licenses, Ltd. (“Crossover”) and WZTV Licensee, LLC (“WZTV Licensee”), by their attorneys and pursuant to the Media Bureau’s Public Notice dated March 1, 2002 (DA 02-461) and the provisions of Section 73.3525 of the Commission’s Rules (47 C.F.R. § 73.3525), hereby jointly request the Media Bureau to simultaneously (a) approve the attached Settlement Agreement that resolves any mutual exclusivity that may exist between Crossover’s application for a new digital television construction permit for Television Station WNKY, Bowling Green, Kentucky (FCC File No. BPCDT-19991101ADV) (the “WNKY-DT Application”) and WZTV Licensee’s application for a new digital television construction permit for Television Station WZTV, Nashville, Tennessee (FCC File No. BPCDT-19991101ADI) (the “WZTV-DT

Application”); (b) grant the WNKY-DT Application, as amended pursuant to the Settlement Agreement; and (c) grant the WZTV-DT Application.

Approval of this Settlement Agreement will advance the public interest by resolving any mutual exclusivity between the proposed digital operations, conserving the resources of the FCC and the parties hereto, and facilitating the commencement of new digital television services in Nashville, Tennessee and Bowling Green, Kentucky.

As required by Section 73.3525 of the Commission’s Rules, attached hereto are affidavits signed by the parties that attest to the public interest benefits of the instant settlement and certify that the applications that are the subject of the Settlement Agreement were not filed for the purpose of reaching or carrying out the settlement and, except as set forth in the Settlement Agreement, that no financial consideration, reimbursement or other consideration has been paid or promised in connection with the Settlement Agreement.

The parties respectfully submit that the Settlement Agreement should be approved and that the relief requested herein be granted.

WZTV LICENSEE, LLC


By: _____
Kathryn R. Schmeltzer

Shaw Pittman LLP
2300 N St. N.W.
Washington, D.C. 20037

Its Attorney

Date: _____

CROSSOVER LICENSES, LTD.

By: 
Dennis P. Corbett
John D. Poutasse

Leventhal, Senter & Lerman P.L.L.C.
2000 K Street, NW, Suite 600
Washington, DC 20006-1809

Date: 5/30/02

The parties respectfully submit that the Settlement Agreement should be approved and that the relief requested herein be granted.

WZTV LICENSEE, LLC

By: 
Kathryn R. Schmeltzer

Shaw Pittman LLP
2300 N St. N.W.
Washington, D.C. 20037

Its Attorney

Date: 5/29/02

CROSSOVER LICENSES, LTD.

By: _____
Dennis P. Corbett
John D. Poutasse

Leventhal, Senter & Lerman P.L.L.C.
2000 K Street, NW, Suite 600
Washington, DC 20006-1809

Date: _____

AGREEMENT TO ACCEPT MUTUAL INTERFERENCE

This Agreement is made this 28th day of May, 2002 by and between WZTV Licensee, LLC (hereinafter "WZTV Licensee"), a Maryland limited liability company, and Crossover Licenses, Ltd. (hereinafter "Crossover"), a Kentucky limited partnership (hereinafter "the parties" when referred to jointly).

WHEREAS, WZTV Licensee is the licensee of Station WZTV(TV), Nashville, Tennessee, and has an application pending for a construction permit for a new digital television facility on Channel 15 (FCC File No. BPCDT-19991101ADI);

WHEREAS, Crossover is the licensee of Station WNKY(TV), Bowling Green, Kentucky, and has an application pending for a construction permit for a new digital television facility on Channel 16 (FCC File No. BPCDT-19991101ADV);

WHEREAS, the digital applications of WZTV-DT and WNKY-DT are mutually exclusive;

WHEREAS, WZTV Licensee and Crossover have examined the interference that will exist between the two digital facilities after the WNKY-DT application is amended in accordance with this Agreement and have determined that the interference will be minimal and will not materially affect the operation of their digital facilities; and

WHEREAS, the parties understand that once the WNKY-DT application is amended and the parties agree to accept such minimal mutual interference pursuant to Section 73.623(g) of the Commission's Rules, both applications can be granted.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and intending to be mutually bound hereby, WZTV Licensee and Crossover agree as follows:

1. Crossover hereby agrees to amend the WNKY-DT application to correct the digital antenna pattern data.

2. Pursuant to Section 73.623(g), WZTV Licensee hereby agrees to accept any interference and the reduction in population served by WZTV-DT caused by the operation of WNKY-DT as specified in FCC File No. BPCDT-19991101ADV, as amended pursuant to this Agreement.

3. Pursuant to Section 73.623(g), Crossover hereby agrees to accept any interference and the reduction in population served by WNKY-DT that may be caused by the operation of WZTV-DT as specified in FCC File No. BPCDT-19991101ADI as of the date of this Agreement.

4. The parties hereby agree to file amendments to their pending applications to include this Agreement within five (5) business days of the execution of this Agreement, but in no event later than the May 30, 2002 filing deadline established by the FCC, and to cooperate with respect to obtaining grants of both applications.

5. WZTV Licensee and Crossover shall jointly request the FCC's approval of this Settlement Agreement within five (5) business days of the execution of this Agreement, but in no event later than the May 30, 2002 filing deadline established by the FCC, and both parties shall prepare and file any other documents that may be necessary in order to effectuate the intent of this Agreement.

6. The parties agree that approval of the instant Agreement will advance the public interest by resolving the issue created by the above-referenced mutual exclusivity, conserving the resources of the FCC and the parties hereto, and facilitating the commencement of new digital television services in Nashville, Tennessee and Bowling Green, Kentucky.

7. Each party hereto represents, warrants and covenants to the other that it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof. This Agreement embodies the entire agreement and understanding between the parties.

8. Any notice or other communication necessary or desirable to be given under this Agreement to the parties hereto shall be in writing and shall be effective upon receipt if delivered in person, by telecopy, by delivery service, or three days after mailing if delivered by certified or registered mail, return receipt requested, first class postage prepaid, addressed as follows:

If to Crossover:

Crossover Licenses, Ltd.
c/o Northwest Broadcasting, Inc.
2193 Association Drive, Suite 300
Okemos, MI 48864
Ph: (517) 347-4141
Fax: (517) 347-4675

If to WZTV Licensee

WZTV Licensee, LLC
c/o General Counsel
10706 Beaver Dam Road
Cockeysville, MD 21030
Ph: 410-568-1500
Fax 410-568-1537

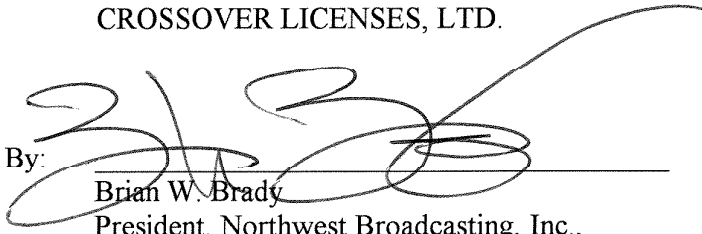
9. This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

WZTV LICENSEE, LLC

By: _____
David B. Amy
Secretary & Treasurer of the Sole Member

CROSSOVER LICENSES, LTD.

By:  _____
Brian W. Brady
President, Northwest Broadcasting, Inc.,
General Partner of Crossover Licenses, Ltd.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and
year written above.

WZTV LICENSEE, LLC

By:


David B. Amy
Secretary & Treasurer of the Sole Member

CROSSOVER LICENSES, LTD.

By:

Brian W. Brady
President, Northwest Broadcasting, Inc.,
General Partner of Crossover Licenses, Ltd.

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

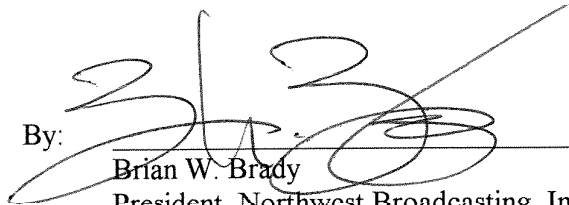
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Digital Channel 16, Bowling Green,)	
Kentucky)	
)	
Mutually Exclusive DTV Applications)	DA 02-461

To: Video Services Division
Media Bureau

DECLARATION OF BRIAN W. BRADY

1. My name is Brian W. Brady and I am the President of Northwest Broadcasting, Inc., the General Partner of Crossover Licenses, Ltd. ("Crossover"), the licensee of Television Station WNKY, Bowling Green, Kentucky.
2. Crossover is the applicant for a digital construction permit for WNKY on Channel 16 at Bowling Green, Kentucky (File No. BPCDT-19991101ADV).
3. Crossover and WZTV Licensee, LLC are parties to the attached Settlement Agreement dated May ~~25~~, 2002, pursuant to which the parties have agreed to resolve the issue created by the mutual exclusivity that exists between the above-referenced applications for digital construction permits.
4. I certify, under penalty of perjury, that Crossover's application was not filed for the purpose of reaching or carrying out such Settlement Agreement and, except as set forth in the Settlement Agreement, neither Crossover nor any of its principals or affiliates have paid, received, or promised any money or other consideration for reaching this Settlement Agreement.
5. Approval of this Settlement Agreement will advance the public interest by resolving the above-referenced mutual exclusivity, conserving the resources of the FCC and the parties hereto, and facilitating the commencement of new digital television services in Nashville, Tennessee and Bowling Green, Kentucky.

By:

A large, stylized handwritten signature in black ink, appearing to be 'B. Brady', is written over a horizontal line.

Brian W. Brady

President, Northwest Broadcasting, Inc.

General Partner of Crossover Licenses, Ltd.

Date:

5/28/02

Before the
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554

In re Applications of)	
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WZTV Licensee, LLC)	File No. BPCDT-19991101ADI
Digital Channel 15, Nashville, Tennessee)	
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Digital Channel 16, Bowling Green,)	
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)	
Mutually Exclusive DTV Applications)	DA-02-461
To: Video Services Division		
Media Bureau		

DECLARATION OF DAVID B. AMY

I, David B. Amy, Secretary, Treasurer of the Sole Member of WZTV Licensee, LLC, ("WZTV Licensee"), hereby declare as follows:

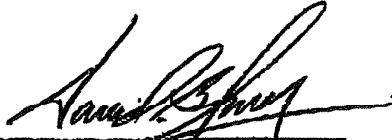
WZTV Licensee is the applicant for a digital construction permit for WZTV on Channel 15 at Nashville, Tennessee. (File No. BPCDT-19991101ADI).

WZTV Licensee, LLC and Crossover Licenses, Ltd. are parties to the attached Agreement to Accept Mutual Interference (the "Settlement Agreement") dated May 28, 2002, pursuant to which the parties have agreed to resolve the issue created by the mutual exclusivity that exists between the above-referenced applications for digital construction permits.

WZTV Licensee's application was not filed for the purpose of reaching or carrying out such Settlement Agreement and, except as set forth in the Settlement Agreement, neither WZTV Licensee nor any of its principal or affiliates have paid, received, or promised any money or other consideration for reaching this Settlement Agreement.

Approval of this Settlement Agreement will advance the public interest by resolving the above-referenced mutual exclusivity, conserving the resources of the FCC and the parties hereto, and facilitating the commencement of new digital television services in Nashville, Tennessee and Bowling Green, Kentucky.

Executed under penalty of perjury this 28th day of May, 2002.

By: 
David B. Amy

33070-0103

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