

**Attachment A**

**Interference Agreements**

## NEGOTIATED CONFLICT RESOLUTION AGREEMENT

This Negotiated Conflict Resolution Agreement ("Agreement") is entered into as of September 10, 2009 by and between Charlotte-Mecklenburg Public Broadcasting Authority and WTVD Television, LLC ("WTVD").

1. Charlotte-Mecklenburg Public Broadcasting Authority ("CMPBA") is the licensee of Station WTVI-TV, FCC Facility ID No. 10645, Charlotte, North Carolina, which is authorized by the Federal Communications Commission ("FCC") to operate on post-transition DTV Channel 11.

2. WTVD Television, LLC is the licensee of Station WTVD, FCC Facility ID No. 8617, Durham, North Carolina, which is authorized by the FCC to operate on post-transition DTV Channel 11.

3. WTVD's proposed facility<sup>1</sup> results in 1.480% and 1.369% additional interference above the Commission's "new interference" limit of 0.5% to WTVI-TV's authorized post-transition DTV facility and outstanding construction permit, respectively<sup>2</sup>. WTVD seeks CMPBA's agreement to accept the additional 1.480% and 1.369% interference to WTVI-TV's authorized post-transition DTV facility and outstanding construction permit, respectively<sup>3</sup>.

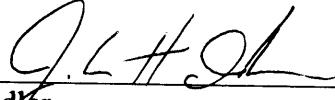
4. In order to resolve WTVD's conflict, CMPBA hereby agrees to accept the additional interference which would result from WTVD's proposed digital operation on Channel 11 to WTVI-TV's authorized post-transition digital and outstanding construction permit on Channel 11.


5. Except for the mutual agreement set forth in Paragraph 4, no consideration is being paid or promised by either party in connection with this Agreement.

**CHARLOTTE-MECKLENBURG  
PUBLIC BROADCASTING  
AUTHORITY**

President & CEO 9.10.09  
Elsie Garner  
President & General Manager

**WTVD TELEVISION, LLC**

  
John Idler  
President & General Manager



<sup>1</sup> WTVD proposes to modify its post-transition operation on digital Channel 11, using the currently authorized non-directional former analog antenna (see BLC DT-20090612ACW), by increasing its effective radiated power ("ERP") to 45.0 kW.

<sup>2</sup> See APPENDIX B, *Memorandum Opinion And Order On Reconsideration Of The Seventh Report And Order And Eighth Report And Order*, MB Docket 87-268, FCC 08-72, released March 6, 2008.

<sup>3</sup> The WTVD proposal is predicted to cause additional interference of 1.480% and 1.369% in excess of the Commission's 0.5% limit to the authorized WTVI-TV post-transition facility (BMLED T-20030428AAT) at 2.2 kW and outstanding construction permit (File No. BPED T-20080620ALW) at 2.57 kW, respectively.

## **INTERFERENCE ACCEPTANCE AGREEMENT**

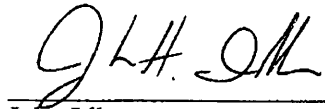
This Interference Acceptance Agreement ("Agreement") is entered into as of September 17, 2009 (the "Effective Date") by and between WTVD Television, LLC ("WTVD Television") and Shenandoah Valley Educational Television Corporation ("SVETC").

1. WTVD Television is the licensee of full-power commercial television station WTVD-DT, Durham, North Carolina (FCC Facility ID No. 8617) ("WTVD"), and has a pending application for a digital television broadcast station license to operate WTVD on Channel 11 with a maximum effective radiated power ("ERP") of 20.8 kW at a height above average terrain ("HAAT") of 615 meters (File No. BLCDT-20090612ACW). WTVD Television intends to request special temporary authority, experimental authority and/or a construction permit from the Federal Communications Commission ("FCC") to operate WTVD with a maximum ERP of 45 kW at a HAAT of 615 meters (the "WTVD Modification").
2. SVETC is the licensee of full-power non-commercial educational television station WVPT-DT, Staunton, Virginia (FCC Facility ID No. 60111) ("WVPT"), and holds a digital television broadcast station license to operate WVPT on Channel 11 with a maximum ERP of 3.2 kW at a HAAT of 680 meters (File No. BLEDT-20021220ADX). SVETC has requested special temporary authority and a construction permit from the FCC to operate WVPT with a maximum ERP of 10 kW at a HAAT of 680 meters (File Nos. BDSTA-20090817ACM and BPEDT-20081022ABK, respectively) (the "WVPT Modification").
3. The facility proposed in the WTVD Modification is predicted to cause 1.99% and 2.41% additional interference above the Commission's "new interference" limit of 0.5% to the total population served by WVPT's authorized post-transition DTV facility (File No. BLEDT-20021220ADX) and the WVPT Modification, respectively. SVETC hereby acknowledges and agrees to accept such interference; provided, however, that, WTVD Television shall notify SVETC in writing within 24 hours of commencing operation pursuant to the WTVD Modification. In consideration for SVETC's agreement to accept such interference from WTVD pursuant to this paragraph, WTVD Television agrees to make a contribution to SVETC of twenty-thousand dollars (\$20,000.00) no later than the thirty-fifth (35th) day after WTVD has been operating pursuant to the WTVD Modification; provided, however, that if by such date WTVD is not operating pursuant to the WTVD Modification, in lieu of making the foregoing \$20,000.00 contribution to SVETC, WTVD Television hereby agrees to reimburse SVETC for its documented legal and engineering fees (not to exceed six thousand dollars (\$6,000.00)) incurred in connection with this Agreement and the study of the WTVD Modification.
4. WTVD Television hereby agrees that if, in the future, SVETC modifies the facilities of WVPT, pursuant to the WVPT Modification or otherwise, WTVD Television will consent to accept up to 2.41% additional interference above the Commission's new interference limit of 0.5% to the population served by WTVD that may result from such modification of WVPT's facilities.

5. This agreement shall be binding upon the parties hereto and their respective successors or assigns. Except for the mutual agreement set forth in paragraphs 3 and 4, no consideration is being paid or promised by either party in connection with this Agreement.

WTVD TELEVISION, LLC

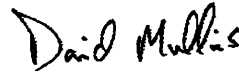
By:



John Idler  
President & General Manager

SHENANDOAH VALLEY  
EDUCATIONAL TELEVISION  
CORPORATION

By:



David Mullins  
President & General Manager

## NEGOTIATED CONFLICT RESOLUTION AGREEMENT

This Negotiated Conflict Resolution Agreement ("Agreement") is entered into as of September 18, 2009 by and between Media General Communications Holdings, LLC ("Media General"), and WTVD Television, LLC ("WTVD").

1. Media General is the licensee of Station WNCT-TV, FCC Facility ID No. 57838, Greenville, North Carolina, which is authorized by the Federal Communications Commission ("FCC") to operate on post-transition DTV Channel 10.

2. WTVD Television, LLC is the licensee of Station WTVD(TV), FCC Facility ID No. 8617, Durham, North Carolina, which is authorized by the FCC to operate on post-transition DTV Channel 11.

3. WTVD wishes to file a construction permit application seeking authorization to operate WTVD(TV) with an increased effective radiated power ("ERP") of 45.0 kW (but otherwise operate as authorized in the current FCC license (FCC File No. BLCT-20090612ACW) (the "WTVD Application"). Such operation is predicted to cause interference to 2.38% of the population located within the protected noise-limited contour of the currently authorized operations of WNCT-TV (FCC File No. BLCDDT-20030725ADL).

4. Media General hereby consents to grant of the WTVD Application. Under no circumstance shall WTVD rely on this consent to obtain FCC approval for a modification of WTVD(TV) that proposes to increase the amount of predicted interference to WNCT-TV beyond that proposed in the WTVD Application. As a condition to granting this consent, WTVD commits that, in the event WTVD seeks to modify WTVD(TV) in a manner that would increase the amount of predicted interference to WNCT-TV beyond that agreed hereto, it will inform Media General in advance of submitting an application for FCC approval of such, seek Media General's consent, and work in good faith with Media General to resolve any Media General concerns. Notwithstanding anything in this Agreement to the contrary, WTVD reserves the right to seek FCC approval to modify WTVD(TV) in a manner that would increase the amount of predicted interference to WNCT-TV beyond that agreed hereto, and Media General reserves the right to oppose WTVD's application for such a modification.

5. Except for the consent set forth in Paragraph 4, 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 in a writing signed by the party against whom enforcement is sought. 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. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of North

Carolina without giving effect to the choice of law provisions thereof. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**MEDIA GENERAL COMMUNICATIONS  
HOLDINGS, INC.**

\_\_\_\_\_  
George L. Mahoney  
Secretary

**WTVD TELEVISION, LLC**

\_\_\_\_\_  
*J. L. Jaler*  
John Jaler  
President & General Manager

## INTERFERENCE ACCEPTANCE AGREEMENT

This Interference Acceptance Agreement ("Agreement") is entered into as of September 18, 2009 (the "Effective Date") by and between WTVD Television, LLC ("WTVD Television") and North Carolina License Holdings, Inc. ("NC Holdings").

1. WTVD Television is the licensee of full-power commercial television station WTVD-DT, Durham, North Carolina (FCC Facility ID No. 8617) ("WTVD"), and has a pending application for a digital television broadcast station license to operate WTVD on Channel 11 with a maximum effective radiated power ("ERP") of 20.8 kW at a height above average terrain ("HAAT") of 615 meters (File No. BLCDDT-20090612ACW). WTVD Television intends to request special temporary authority, experimental authority and/or a construction permit from the Federal Communications Commission ("FCC") to operate WTVD with a maximum ERP of 45 kW at a HAAT of 615 meters (the "WTVD Modification").
2. NC Holdings is the licensee of full-power commercial television station WCTI-TV, New Bern, North Carolina (FCC Facility ID No. 18334) ("WCTI"), and has a pending application for a digital television broadcast station license to operate WCTI on Channel 12 with a maximum ERP of 32.8 kW at a HAAT of 589 meters (File No. BLCDDT-20090622ADO). NC Holdings has requested special temporary authority from the FCC to operate WCTI with a maximum ERP of 38.7 kW at a HAAT of 589 meters (File No. BDSTA-20090624ACQ) (the "WCTI STA").
3. The facility proposed in the WTVD Modification is predicted to cause 2.26% and 2.36% additional interference of the total population served by WCTI's authorized post-transition DTV facility (File No. BLCDDT-20090622ADO) and the WCTI STA, respectively, on Channel 12. NC Holdings hereby acknowledges and agrees to accept such interference; provided, however, that, WTVD Television shall notify NC Holdings in writing within 24 hours of commencing operation pursuant to the WTVD Modification, and for thirty days after receiving such notification, NC Holdings reserves the right to withdraw its consent to such interference if NC Holdings, in its sole judgment, makes a good faith determination that the amount of unique interference caused to WCTI by the facility proposed in the WTVD Modification exceeds the amounts agreed to in this paragraph; provided, further, that before making such determination, NC Holdings will notify WTVD Television and the parties will work together in good faith during such thirty-day period to resolve any interference in excess of the amounts agreed to in this paragraph. In addition, irrespective of whether NC Holdings withdraws its consent pursuant to this paragraph, WTVD Television hereby agrees to reimburse NC Holdings for its documented legal and engineering fees, not to exceed ten thousand dollars (\$10,000.00), incurred in connection with this Agreement and the study of the WTVD Modification; provided, however, that the foregoing \$10,000 cap shall not apply to NC Holdings' legal and engineering fees that may be incurred in connection with the parties' joint efforts to correct any interference to WCTI in excess of the levels agreed to in this paragraph following the grant of the WTVD Modification, for which WTVD Television hereby agrees to reimburse NC Holdings.

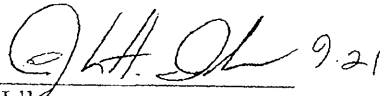
4. The facility proposed in the WCTI STA is predicted to cause unique interference to less than 0.5% of the total population predicted to be served by the WTVD Modification on Channel 11. WTVD Television hereby acknowledges and agrees to accept such interference. In addition, WTVD Television hereby agrees that if, in the future, NC Holdings seeks to modify the facilities of WCTI, WTVD Television will consent to accept unique interference up to 2.36% of the population served by WTVD that would be predicted to be caused by such modification of WCTI's facilities.

5. This agreement shall be binding upon the parties hereto and their respective successors or assigns. Except for the mutual agreement set forth in paragraphs 3 and 4, no consideration is being paid or promised by either party in connection with this Agreement.

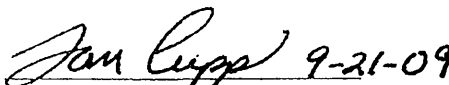
WTVD TELEVISION, LLC

NORTH CAROLINA LICENSE  
HOLDINGS, INC.

By:

 9.21  
John Idler  
President & General Manager

By:

 9-21-09  
Tom Cupp  
VP of Engineering for Bonten Media