

INTERFERENCE AGREEMENT

This **Interference Agreement** (“Agreement”) is entered into this 7th day of June 2018, by and between Georgia Public Telecommunications Commission, dba Georgia Public Broadcasting (“GPB”) and South Carolina Educational Television Commission (“SCETV”) (each a “Party”; collectively, “Parties”).

WHEREAS, GPB is the licensee of full-power digital broadcast Station WVAN-TV, Savannah, Georgia (Facility ID 23947) (“WVAN”), and on October 25, 2017, GPB timely filed an application in the second post-auction filing window to modify the construction permit for WVAN’s post-auction broadcast facilities (File No. 0000034200) (the “WVAN Second Window App”), and

WHEREAS, SCETV is the licensee of full-power noncommercial digital broadcast Station WNTV(TV), Greenville, South Carolina (Facility ID 61010) (“WNTV”), and, on November 1, 2017, SCETV timely filed an application in the second post-auction filing window to modify the construction permit for WNTV’s post-auction broadcast facilities (File No. 0000034598) (the “WNTV Second Window App”), and

WHEREAS, the FCC has advised GPB and SCETV that the facility proposed in the WNTV Second Window App is predicted to cause 0.83% interference to the facility proposed in the WVAN Second Window App and, therefore, the applications are mutually exclusive, and

WHEREAS, the Parties desire to enter into an agreement to resolve the mutual exclusivity between the WVAN Second Window App and the WNTV Second Window App that will allow the FCC to grant both applications.

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

1. GPB hereby agrees to accept the interference caused to WVAN from the facility proposed in the WNTV Second Window App.

2. Each signatory to this Agreement hereby certifies, under penalty of perjury, that no consideration has been paid or promised to that Party or to any of its principals by the other Party or any of the other Party’s principals in return for negotiating, entering into, and/or implementing its obligations under this Agreement. The Parties understand that this certification by each of them will be filed with the FCC and is thus deemed a representation made directly to the FCC. Each Party will bear its own legal, engineering, and other expenses incurred in negotiating, entering into, and implementing this Agreement.

3. This Agreement may be executed in one or more counterparts, each of which will have the full force and effect of an original but all of which will be deemed one and the same document.

4. 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.

SIGNATURE PAGE TO INTERFERENCE AGREEMENT

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

**Georgia Public Telecommunications
Commission**

By: 
Name: TEYYA RYAN
Title: PRESIDENT and CEO

**South Carolina Educational Television
Commission**

By: 
Name: Anthony Padgett
Title: President & CEO