

AMENDMENT TO FILE NO. 0000034598

FOR MINOR MODIFICATIONS TO NCE STATION WNTV, GREENVILLE, SOUTH CAROLINA

By this amendment, South Carolina Educational Television Commission ("SCETV") amends the referenced application to modify the facilities of noncommercial educational television station WNTV, Greenville, South Carolina, to reflect an agreement between SCETV and Nexstar Broadcasting, Inc. ("Nextstar"), licensee of TV station WNCN, Goldsboro, North Carolina.

The Commission has determined that the applications to modify WNTV (File No. 0000034598) and WNCN (File No. 0000034761) were mutually exclusive because of interference between the stations, as proposed; in particular, the WNTV facility as proposed would cause 0.79% interference to the WNCN facility as proposed.

The licensees have agreed in the attached Interference Agreement to resolve the mutual exclusivity by Nexstar agreeing to accept the interference caused to WNCN from WNTV.

## **INTERFERENCE AGREEMENT**

This **Interference Agreement** (“Agreement”) is entered into this 6<sup>th</sup> day of April 2018, by and between Nexstar Broadcasting, Inc. (“Nexstar”) and South Carolina Educational Television Commission (“SCETV”) (each a “Party”; collectively, “Parties”).

WHEREAS, Nexstar is the licensee of full-power digital broadcast Station WNCN(TV), Goldsboro, North Carolina (Facility ID 50782) (“WNCN”), and

WHEREAS, SCETV is the licensee of full-power noncommercial digital broadcast Station WNTV(TV), Greenville, South Carolina (Facility ID 61010) (“WNTV”), and

WHEREAS, Nexstar submitted a successful bid in the Broadcast Television Incentive Auction to relocate WNCN from a television channel in the ultra high frequency (“UHF”) band to a television channel in the very high frequency (“VHF”) band and the FCC assigned WNCN to VHF channel 9 following the post-auction transition, and

WHEREAS, on November 2, 2017, Nexstar timely filed an application in the second post-auction filing window to modify the construction permit for WNCN’s post-auction broadcast facilities (File No. 0000034761) (the “WNCN Second Window App”), and

WHEREAS, SCETV’s WNTV has been assigned to VHF channel 9 following the post-auction transition, and

WHEREAS, 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 Nexstar and SCETV that the facility proposed in the WNTV Second Window App is predicted to cause 0.79% interference to the facility proposed in the WNCN 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 WNCN 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. Nexstar hereby agrees to accept the interference caused to WNCN 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.

**Nexstar Broadcasting, Inc.**

**South Carolina Educational Television Commission.**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Brett Jenkins

Name: Mark Jahnke

Title: EVP, Chief Technology Officer

Title: VP, Engineering + Technology