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November 12, 2010

FILED/ACCEPTED

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

NOV 12 2010

Federal Communications Commission
Office of the Secretary

RE: Applications for New LPTV Stations of CTB Spectrum Services, LLC
File No. BNPDTL-20090825BGL, Facility ID 182645, Channel 21 Grants Pass, OR
File No. BNPDTL-20090825BGN, Facility ID 182646, Channel 23, Grants Pass, OR
File No. BNPDTL-20090825BGO, Facility ID 182647, Channel 32, Grants Pass, OR
File No. BNPDTL-20090825AQC, Facility ID 182503, Channel 25, Yreka, CA

Dear Ms. Dortch:

This letter pertains to two Petitions to Deny filed by my client, Better Life Television, Inc. ("BLTV"), seeking denial of the following applications by CTB Spectrum Services LLC ("CTBSS") for construction permits for new low power television ("LPTV") stations as follows:

Petition to Deny filed May 27, 2010:

File No. BNPDTL-20090825BGL, Facility ID 182645, Channel 21 Grants Pass, OR
File No. BNPDTL-20090825BGN, Facility ID 182646, Channel 23, Grants Pass, OR
File No. BNPDTL-20090825BGO, Facility ID 182647, Channel 32, Grants Pass, OR

Petition to Deny filed September 10, 2010:

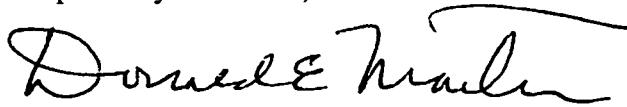
File No. BNPDTL-20090825AQC, Facility ID 182503, Channel 25, Yreka, CA

This letter is to advise the Commission that BLTV will not file any further pleadings in pursuit of either of its Petitions to Deny or pursue further with respect to these applications the issues of whether CTBSS's filing applications for more than one new LPTV station in a particular community or at a particular location and/or CTBSS's proposal to use the capacity of LPTV signals for broadband or other services violates any laws and/or FCC regulations. These issues have been posed to the Commission in pleadings already on file, and it is now up to the Commission to resolve them. Whatever the outcome, BLTV does not plan to file any further pleadings.

Ms. Marlene H. Dortch
November 12, 2010
Page 2

BLTV has not been paid or promised any monetary consideration in return for filing this letter, nor has it been paid or promised any other consideration other than the mutual interference acceptance agreements of CTBSS and BLTV in the attached Settlement Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald E. Martin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Donald E. Martin
Counsel for
Better Life Television, Inc.

cc: Peter Tannenwald, Esquire

SETTLEMENT AGREEMENT

1. This Settlement Agreement ("Agreement") is entered into this 12th day of November, 2010, by and between CTB Spectrum Services LLC ("CTBSS") and Better Life Television, Inc. ("BLTV"). References herein to "FCC" mean the Federal Communications Commission.

2. CTBSS has filed applications for construction permits for new Low Power Television ("LPTV") stations as follows:

Channel 25, Yreka, California, FCC File No. BNPDTL-20090825AQC, Facility ID 182503

Granted under call sign K25LR-D, September 28, 2010

Channel 26, Yreka, California, FCC File No. BNPDTL-20090825AQN, Facility ID 182505

Channel 21, Grants Pass, OR, FCC File No. BNPDTL-20090825BGL, Facility ID 182645

Channel 23, Grants Pass, OR, FCC File No. BNPDTL-20090825BGN, Facility ID 182646

Channel 32, Grants Pass, OR, FCC File No. BNPDTL-20090825BGO, Facility ID 182647

3. BLTV filed a Petition to Deny the CTBSS Grants Pass applications on May 27, 2010, and a Petition to Deny the CTBSS Yreka Channel 25 application on September 10, 2010. CTBSS filed an Opposition to the Grants Pass Petition and, with BLTV's non-objection, requested extensions of time to respond to the Yreka Petition.

4. Exhibit 1 hereto is the Tech Box for an application that BLTV will file within three business days after both parties have executed this Agreement to modify the facilities of its LPTV station K25IM, Medford, OR, Facility ID 5005. The parties acknowledge that this application may cause interference to and/or receive interference from the CTBSS Yreka Channel 26 application.

5. CTBSS and BLTV wish to resolve their disagreements in both Yreka and Grants Pass. To that end, they hereby enter into this Agreement. Each agrees that the covenants and obligations of the other as set forth herein constitute adequate consideration to support its own covenants and obligations herein.

6. Exhibit 2 hereto is a letter from CTBSS to the FCC, submitting CTBSS' construction permit for Station K25LR-D, Yreka, for cancellation. If CTBSS does not file this letter with the FCC within one business day after both parties have executed this Agreement, BLTV may submit CTBSS' letter to the FCC itself.

7. Exhibit 3 hereto is a letter from BLTV to the FCC, informing the FCC that BLTV will not file any further pleadings in pursuit of its Petitions to Deny listed in Paragraph 3. BLTV will take no further action to impede or interfere with the grant of any applications by CTBSS identified in Paragraph 2 above.

8. BLTV agrees to accept interference from the three CTBSS Grants Pass applications listed above and from the CTBSS Yreka Channel 26 application with the facilities proposed in those applications as of the date of this Agreement and any future proposals for those stations that will not increase interference to any station authorized to BLTV, any prior-filed application by BLTV, or the K25IM application described in Exhibit 1. At BLTV's request, CTBSS shall promptly employ at its own expense full service masking technology on its transmissions to mitigate the potential interference.

9. CTBSS agrees to accept interference from any future application by BLTV to convert Stations K22FC, FCC Facility ID 24574, Grants Pass, OR, and/or K33GJ, FCC Facility ID 128672, Merlin, OR, to digital operation on a flash-cut basis (*i.e.*, no change of channel), and the K25IM application described in Exhibit 1 as long as the existing protected service of such station(s) as of the date of this Agreement, and in the case of K25IM, the proposed protected service as described in Exhibit 1, is not expanded, or if it is expanded, the expansion does not cause additional interference to any station authorized to CTBSS or any prior-filed application by CTBSS. At CTBSS's request, BLTV shall promptly employ at its own expense full service masking technology on its transmissions to mitigate the potential interference.

10. Each party expressly does not commit to refrain from raising interference issues with respect to applications or operations by the other party except as provided herein.

11. 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, apart from the covenants and promises set forth in 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.

12. The parties agree that the opportunities to resolve their differences and to facilitate a grant of applications they have or plan to file are unique to each of them. Accordingly, the parties agree that either party, if aggrieved by a breach of this Agreement, may seek enforcement by means of an order of specific performance in lieu of monetary damages, including, but not limited to, an order (i) not to file, or to withdraw, an FCC application or pleading; (ii) to submit an FCC authorization for cancellation; (iii) to terminate the operation of station facilities that do not comply with this Agreement; (iv) to sign any FCC application or statement required to comply with this Agreement; and/or (v) for the clerk of a court to sign either party's name to any required FCC application or statement that said party refuses to sign.

13.. 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.

14. To the extent not governed by federal law, this Agreement will be governed by the laws of the Commonwealth of Virginia applicable to transactions conducted entirely within that state between citizens of that state.

15. In the event that any litigation is commenced to interpret or enforce this Agreement, the prevailing party in such litigation will be entitled to ask for and receive an award of reasonable attorneys' fees and expenses at trial and on appeal. The parties agree to attempt in good faith to resolve disputes through alternative dispute resolution before resorting to litigation.

16. 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. This Agreement will be binding upon and inure to the benefit of their heirs, successors, and assigns and will be binding on any future licensee of any of the stations referred to in this Agreement or stations resulting from applications referred to in this Agreement.

17. 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 CTBSS:

CTB Spectrum Services, LLC
Attention: W. Theodore Pierson, Jr., Esq.
212 S. Royal St.
Alexandria, VA 22314-3330

with a copy (which will not constitute notice) to:

Peter Tannenwald, Esquire
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th St., 11th Floor
Arlington, VA 22209-3801

If to BLTV:

Better Life Television, Inc.
Attention: Ron Davis
P.O. Box 766
Grants Pass, OR 97528

with a copy (which will not constitute notice) to:

Donald E. Martin, Esq.
P.O. Box 8433
Falls Church, VA 22041-8433


18. 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.

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

CTBSS Spectrum Services LLC.

Better Life Television, Inc.

By: _____
W. Theodore Pierson, Jr.
President

By: 
By: Ron Davis
Title: Secretary

which enforcement is sought. This Agreement will be binding upon and inure to the benefit of their heirs, successors, and assigns and will be binding on any future licensee of any of the stations referred to in this Agreement or stations resulting from applications referred to in this Agreement.

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Better Life Television, Inc.
Attention: Ron Davis
P.O. Box 766
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with a copy (which will not constitute notice) to:

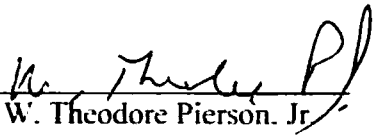
Donald E. Martin, Esq.
P.O. Box 8433
Falls Church, VA 22041-8433

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

CTBSS Spectrum Services LLC.

Better Life Television, Inc.

By: 
W. Theodore Pierson, Jr.
President

By: _____
Title:

EXHIBIT 1

TECH BOX FOR K25IM MODIFICATION APPLICATION

Section III - Engineering (Digital)

TECHNICAL SPECIFICATIONS

Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.

TECH BOX

1. Channel: 25

2. Translator Input Channel No. _____

3. Station proposed to be rebroadcast:

Call Sign	City	State	Channel

4. Antenna Location Coordinates: (NAD 27)

42 ° 03 ' 53.0 " ☒ N ☐ S Latitude
122 ° 28 ' 41.0 " ☐ E ☒ W Longitude

5. Antenna Structure Registration Number: _____



Not applicable

See Explanation
in Exhibit No.



FAA Notification Filed with FAA

6. Antenna Location Site Elevation Above Mean Sea Level: 1865 meters

7. Overall Tower Height Above Ground Level: 38 meters

8. Height of Radiation Center Above Ground Level: 12 meters

9. Maximum Effective Radiated Power (ERP): .362 kW

10. Transmitter Output Power: .020 kW

11. a. Transmitting Antenna: ☐ Nondirectional ☒ Directional ☐ Directional composite

Manufacturer
Scala

Model
TV-PR-450

b. Electrical Beam Tilt: _____ degrees ☒ Not applicable

c. Directional Antenna Relative Field Values:

Rotation: 75 ° ☐ No rotation ☐ N/A (Nondirectional)

Degree	Value	Degree	Value	Degree	Value	Degree	Value	Degree	Value	Degree	Value
0	1.000	60	0.052	120	1.000	180	0.052	240	0.046	300	0.052
10	0.808	70	0.059	130	0.808	190	0.049	250	0.045	310	0.059
20	0.430	80	0.090	140	0.430	200	0.049	260	0.045	320	0.090
30	0.165	90	0.165	150	0.165	210	0.047	270	0.047	330	0.165
40	0.090	100	0.430	160	0.090	220	0.045	280	0.049	340	0.430
50	0.059	110	0.808	170	0.059	230	0.046	290	0.049	350	0.808
Additional Azimuths											

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

12. Out-of-Channel Emission Mask: Simple ☐ Stringent ☒

CERTIFICATION

13. **Interference.** The proposed facility complies with all of the following applicable rule sections. 47 C.F.R. Sections 74.709, 74.793(e), 74.793(f), 74.793(g), 74.793(h), 74.794(b) and 73.1030. ☒ Yes ☐ No See Explanation in Exhibit No.

14. **Environmental Protection Act.** The proposed facility is excluded from environmental processing under 47 C.F.R. Section 1.1306 (i.e., the facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine RF compliance. An Exhibit is required. ☒ Yes ☐ No See Explanation in Exhibit No.
Exhibit No.

By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.

15. **Channels 52-59.** If the proposed channel is within channels 52-59, the applicant certifies compliance with the following requirements, as applicable:

☐ The applicant is applying for a digital companion channel for which no suitable channel from channel 2-51 is available.

☐ Pursuant to Section 74.786(d), the applicant has notified, within 30 days of filing this application, all commercial wireless licensees of the spectrum comprising the proposed TV channel and the first adjacent channels thereto, for which the proposed digital LPTV or TV translator antenna site lies inside the licensed geographic boundaries of the wireless licensees or within 75 miles and 50 miles, respectively, of the geographic boundaries of co-channel and adjacent-channel wireless licensees.

PREPARER'S CERTIFICATION ON PAGE 8 MUST BE COMPLETED AND SIGNED.

16. **Channels 60-69.** If the proposed channel is within channels 60-69, the applicant certifies compliance with the following requirements, as applicable:

☐ Pursuant to Section 74.786(e), the applicant has notified, within 30 days of filing this application, all commercial wireless licensees of the spectrum comprising the proposed TV channel and the first adjacent channels thereto, for which the proposed digital LPTV or TV translator antenna site lies inside the licensed geographic boundaries of the wireless licensees or within 75 miles and 50 miles, respectively, of the geographic boundaries of co-channel and adjacent-channel wireless licensees.

☐ Pursuant to Section 74.786(e), the applicant proposing operation on channel 63, 64, 68 and 69 ("public safety channels") has secured a coordinated spectrum use agreement(s) with 700 MHz public safety regional planning committee(s) and state frequency administrator(s) of the region(s) and state(s) within which the antenna site of the digital LPTV or TV translator station is proposed to locate, and those adjoining regions and states with boundaries within 75 miles of the proposed station location.

☐ Pursuant to Section 74.786(e), an applicant for a channel adjacent to channel 63, 64, 68 or 69 has notified, within 30 days of filing this application, the 700 MHz public safety regional planning committee(s) and state administrator(s) of the region and state containing the proposed digital LPTV or TV translator antenna site and regions and states whose geographic boundaries lie within 50 miles of the proposed LPTV or TV translator antenna site.

I certify that I have prepared Section III (Engineering Data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name William Whitt		Relationship to Applicant (e.g., Consulting Engineer) Engineer	
Signature		Date	
Mailing Address P.O. Box 766			
City Grants Pass		State or Country (if foreign address) OR	ZIP Code 97528
Telephone Number (include area code) 541-474-3089		E-Mail Address (if available) kbln@betterlifetv.tv	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001),
AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)),
AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

EXHIBIT 2

CTB SPECTRUM SERVICES, LLC

212 S. Royal St.
Alexandria, VA 22314-3330
Tel. 202-365-8051

November 12, 2010

Marlene H. Dortch, Secretary
Federal Communications Commission
Washington, DC 20554

Attention: Chief, Video Division, Media Bureau

Dear Ms. Dortch:

CTB Spectrum Services LLC hereby submits its construction permit for low power television station K25LR-D, Facility ID 182503, Yreka, California, for cancellation.

It is requested that the permit be cancelled and the call sign deleted.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. Pierson, Jr.', with a large, stylized loop at the end.

W. Theodore Pierson, Jr.
President

EXHIBIT 3

BETTER LIFE TELEVISION, INC.

**P.O. Box 766
Grants Pass, OR 97528**

November 12, 2010

Marlene H. Dortch, Secretary
Federal Communications Commission
Washington, DC 20554

Attention: Chief, Video Division, Media Bureau

Dear Ms. Dortch:

This letter pertains to two Petitions to Deny filed by Better Life Television, Inc. ("BLTV"), seeking denial of the following applications by CTB Spectrum Services LLC ("CTBSS") for construction permits for new low power television ("LPTV") stations as follows:

Petition to Deny filed May 27, 2010:

File No. BNPDTL-20090825BGL, Facility ID 182645, Channel 21 Grants Pass, OR
File No. BNPDTL-20090825BGN, Facility ID 182646, Channel 23, Grants Pass, OR
File No. BNPDTL-20090825BGO, Facility ID 182647, Channel 32, Grants Pass, OR

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BLTV has not been paid or promised any monetary consideration in return for filing this letter, nor has it been paid or promised any other consideration other than the mutual interference acceptance agreements of CTBSS and BLTV in the attached Settlement Agreement.

Respectfully submitted,

[to be signed by BLTV or its attorney]