

ENGINEERING STATEMENT

The engineering data contained herein have been prepared on behalf of TRINITY BROADCASTING NETWORK, licensee of WBUY-DT, Channel 41 in Holly Springs, Mississippi, in support of its application for modification of Construction Permit BMPCDT-20080612ABA, an authorization to operate with a maximized post-transition DTV facility. The purpose of this application is to specify a new transmitter site.

It is proposed to mount a standard ERI directional antenna at the 345-meter level of an existing 365-meter tower in the Memphis antenna farm. Exhibit B provides elevation and azimuth pattern data for the proposed antenna. Proposed operating parameters are tabulated in Exhibit C. Exhibit D is a map upon which the predicted service contours are plotted. As shown, the city of license is completely contained within the proposed 48 dBu service contour. An interference study is included in Exhibit E, and it is important to note that the study utilized a cell size of 2.0 kilometers and an increment spacing of 1.0 kilometers. A power density calculation is provided in Exhibit F.

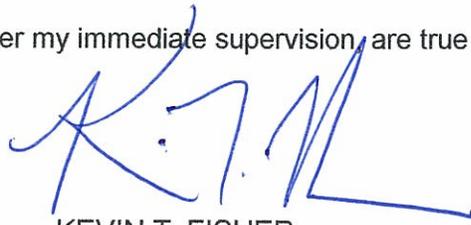
It is important to note that the proposed WBUY-DT facility causes significant interference to Class A Low Power Television Station W42BY, Channel 42 in Memphis, Tennessee. However, the owner of that station, Three Angels Broadcasting Network, has entered into an interference agreement with the owner of WBUY-DT. A copy of that agreement appears as Appendix A.

It is not expected that the proposed facility would cause objectionable interference to any other broadcast or non-broadcast station authorized to operate at or near the new

WBUY-DT site. However, if such should occur, the owner of this station recognizes its obligation to take whatever corrective actions are necessary.

Since no change in overall height or location of the existing tower is proposed herein, the FAA has not been notified of this application. In addition, the FCC has assigned Antenna Structure Registration Number 1057943 to this tower.

I declare under penalty of perjury that the foregoing statements and the attached exhibits, which were prepared by me or under my immediate supervision, are true and correct to the best of my knowledge and belief.

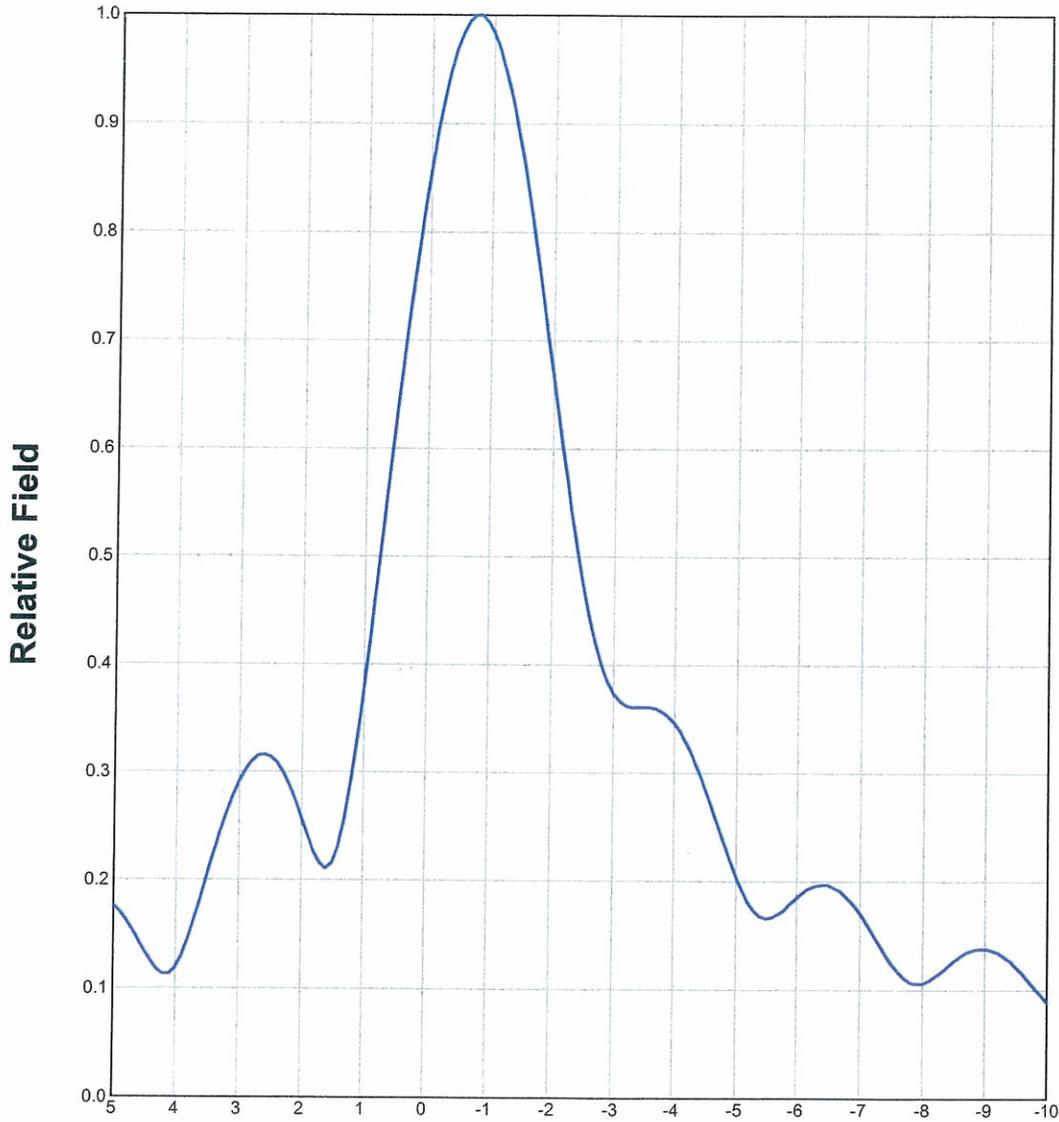


KEVIN T. FISHER

June 30, 2009

ELEVATION PATTERN

Type:	ATW22H3H		Channel:	41
Directivity:	Numeric	dBd	Location:	
Main Lobe:	22.00	13.42	Beam Tilt:	-0.75
Horizontal:	16.16	12.08	Polarization:	Horizontal



Preliminary, subject to final design and review.

ELECTRONICS RESEARCH, INC. **ERI**

EXHIBIT B-1

ANTENNA ELEVATION PATTERN

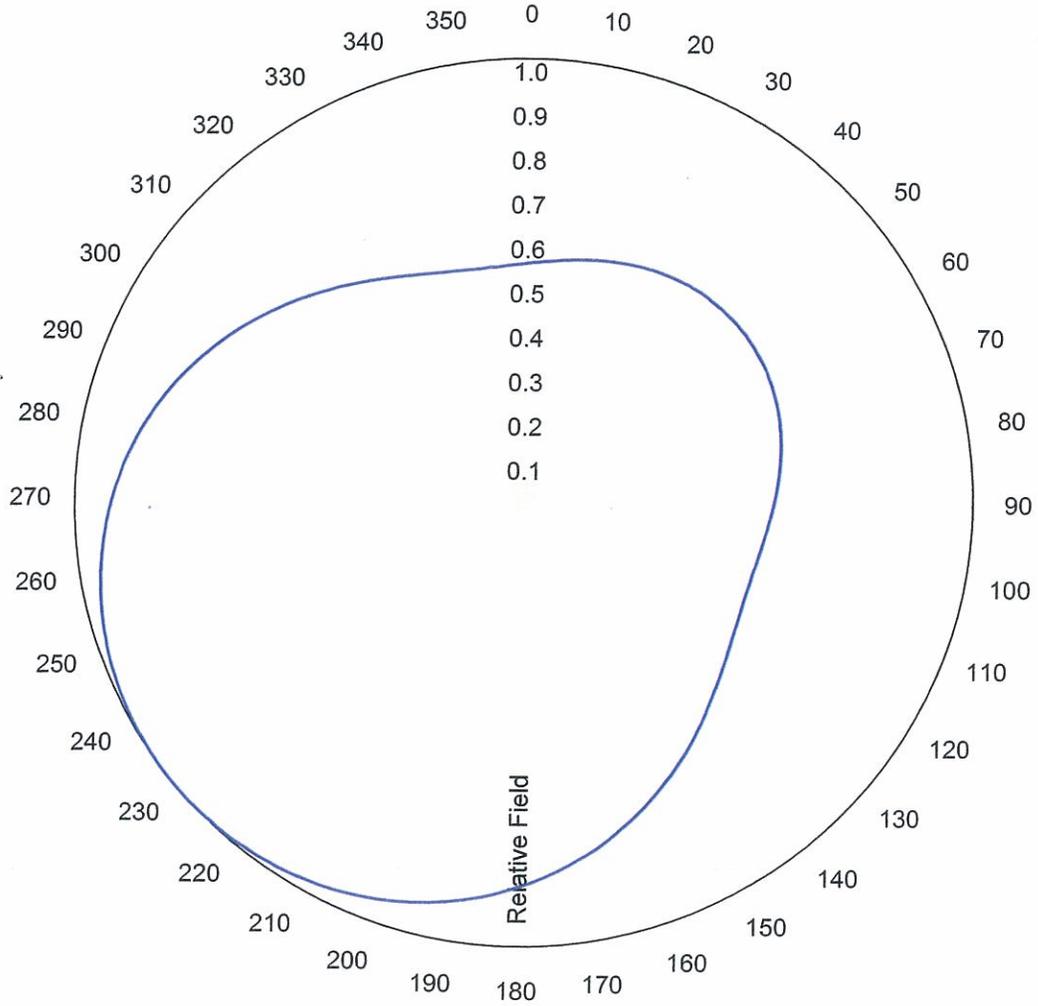
**PROPOSED WBUY-DT
CHANNEL 41 – HOLLY SPRINGS, MISSISSIPPI
[MODIFICATION OF BMPCDT-20080612ABA]**

SMITH AND FISHER

AZIMUTH PATTERN

Type: ATW-S
Directivity: Numeric 1.83 dBd 2.62
Peak(s) at: _____

Channel: 41
Location: _____
Polarization: Horizontal
Note: Pattern shape and directivity may vary with channel and mouting configuration.



Preliminary, subject to final design and review.

ELECTRONICS RESEARCH, INC. **ERI**

EXHIBIT B-2

ANTENNA AZIMUTH PATTERN

PROPOSED WBUY-DT
CHANNEL 41 – HOLLY SPRINGS, MISSISSIPPI
[MODIFICATION OF BMPCDT-20080612ABA]

SMITH AND FISHER

TABULATED DATA FOR AZIMUTH PATTERN FCC FILING FORMAT

Type: ATW-S

PolarizationHorizontal

ANGLE	FIELD	ERP (kW)	ERP (dBk)
0	0.539	290.518	24.632
10	0.556	309.133	24.901
20	0.578	334.080	25.239
30	0.599	358.797	25.548
40	0.614	376.992	25.763
50	0.619	383.157	25.834
60	0.614	376.992	25.763
70	0.599	358.797	25.548
80	0.578	334.080	25.239
90	0.556	309.133	24.901
100	0.539	290.518	24.632
110	0.536	287.293	24.583
120	0.550	302.497	24.807
130	0.583	339.885	25.313
140	0.632	399.420	26.014
150	0.691	477.476	26.790
160	0.753	567.003	27.536
170	0.813	660.962	28.202
180	0.868	753.416	28.770
190	0.915	837.216	29.228
200	0.952	906.294	29.573
210	0.979	958.431	29.816
220	0.995	990.014	29.956
230	1.000	999.989	30.000
240	0.995	990.014	29.956
250	0.979	958.431	29.816
260	0.952	906.294	29.573
270	0.915	837.216	29.228
280	0.868	753.416	28.770
290	0.813	660.962	28.202
300	0.753	567.003	27.536
310	0.691	477.476	26.790
320	0.632	399.420	26.014
330	0.583	339.885	25.313
340	0.550	302.497	24.807
350	0.536	287.293	24.583

Preliminary, subject to final design and review.

ELECTRONICS RESEARCH, INC. ERI

EXHIBIT B-3

ANTENNA RELATIVE FIELD VALUES

PROPOSED WBUY-DT
CHANNEL 41 – HOLLY SPRINGS, MISSISSIPPI
[MODIFICATION OF BMPCDT-20080612ABA]

SMITH AND FISHER

PROPOSED OPERATING PARAMETERS

PROPOSED WBUY-DT
CHANNEL 41 – HOLLY SPRINGS, MISSISSIPPI
[MODIFICATION OF BMPCDT-20080612ABA]

Transmitter Power Output:	34.1 kw
Transmission Line Efficiency:	72.8%
Antenna Power Gain – Main Lobe:	40.26
Effective Radiated Power – Main Lobe:	1000 kw
Transmitter Make and Model:	Type-accepted
Transmission Line Make and Model:	ERI MACX675B
Size and Type:	6-1/8" rigid
Length:	1200 feet*
Antenna:	
Make and Model:	ERI ATW22H3-HSS-41H
Orientation	230 degrees true
Beam Tilt	0.75 degrees
Radiation Center Above Ground:	345 meters
Radiation Center Above Mean Sea Level:	421 meters

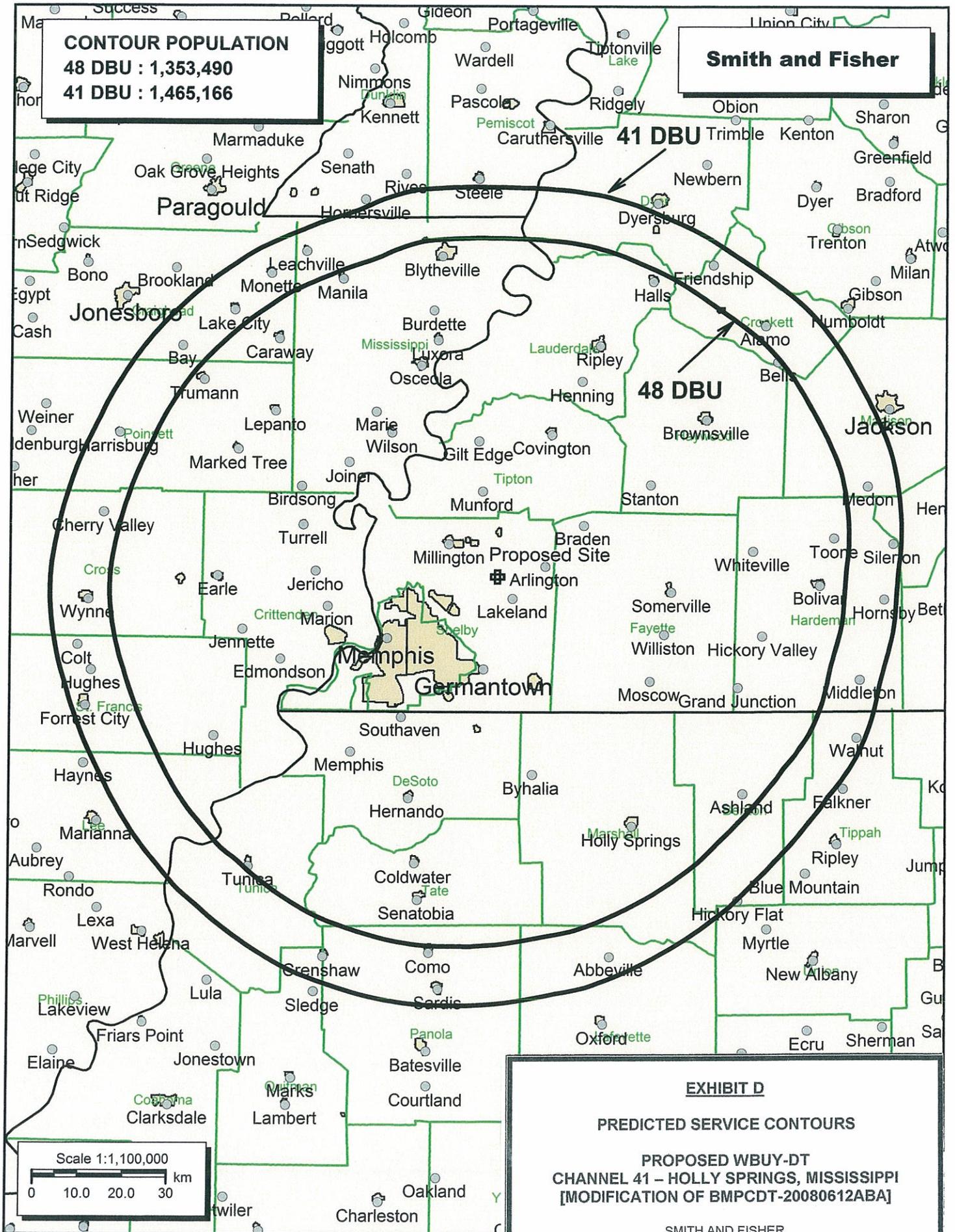
*estimated

CONTOUR POPULATION

48 DBU : 1,353,490

41 DBU : 1,465,166

Smith and Fisher



INTERFERENCE STUDY
PROPOSED WBUY-DT
CHANNEL 41 – HOLLY SPRINGS, MISSISSIPPI
[MODIFICATION OF BMPCDT-20080612ABA]

The instant application specifies an ERP of 1000 kw (directional) at 326 meters above average terrain, which we have determined to be allowable under the FCC's recently approved interference standards with respect to various post-transition digital television facilities as they have existed since June 12, 2009, the date by which all stations must operate with the parameters adopted in the Commission's DTV Table of Allotments.

In evaluating the interference effect of this proposal, we have relied upon the V-Soft SunDTV computer program, which mimics the FCC's interference program. In conducting our studies, we employed a cell size of 2.0 kilometers and an increment spacing of 1.0 kilometer along each radial. In addition, we utilized the 2000 U.S. Census. The results of that study are provided in Exhibit E-2.

As shown, the proposed WBUY-DT facility would not contribute more than 0.5% interference (beyond that which is caused by the allotted WBUY-DT facility) to the service population of any potentially affected post-transition DTV station. Therefore, this proposal meets the FCC's *de minimis* interference standards for DTV operations in this regard.

It is important to note that the WBUY-DT facility proposed herein causes significant interference to Class A Low Power Television Station W42BY, Channel 42 in Memphis, Tennessee. However, the owner of that station, Three Angels Broadcasting Network, has entered into an interference agreement with the owner of WBUY-DT. A copy of that agreement is provided in Appendix A. Therefore, interference to W42BY can be ignored.

Summary Study

Percent allowed new interference: 0.500
 Percent allowed new interference to Class A: 0.500
 Census data selected 2000
 Post Transition Data Base Selected ./data_files/pt_tvdb.sff

TV INTERFERENCE and SPACING ANALYSIS PROGRAM

Date: 06-23-2009 Time: 12:32:26

Record Selected for Analysis

PROPOSED USERRECORD-01 MEMPHIS TN US
 Channel 41 ERP 1000. kW HAAT 326. m RCAMSL 00421 m
 Latitude 035-16-33 Longitude 0089-46-38
 Status APP Zone 2 Border
 Dir Antenna Make usr Model USRPAT01 Beam tilt N Ref Azimuth
 210.
 Last update Cutoff date Docket
 Comments
 Applicant

Cell Size for Service Analysis 2.0 km/side

Distance Increments for Longley-Rice Analysis 1.00 km

Facility meets maximum height/power limits

Azimuth (Deg)	ERP (kW)	HAAT (m)	41.0 dBu F(50,90) (km)
0.0	290.521	315.5	87.7
45.0	380.072	324.2	91.0
90.0	309.136	324.2	89.2
135.0	369.056	310.6	89.1
180.0	753.424	317.9	96.3
225.0	995.006	333.9	100.3
270.0	837.225	349.8	100.2
315.0	437.582	332.1	93.0

Evaluation toward Class A Stations

Contour overlap to Class A station
 W42BY 42 MEMPHIS TN BLTTL 19980629JE
 Offset Proposed Offset Class A - Required D/U ratio: -14.0

Contour overlap to Class A station
 WBXP-CA 44 MEMPHIS TN BLTTL 19991119AAW
 Offset Proposed Offset Class A - Required D/U ratio: -30.0

Class A Evaluation Complete

SPACING VIOLATION FOUND BETWEEN STATION

PROPOSED 41 MEMPHIS

TN USERRECORD01

and station

SHORT TO: NEW 34 SENATOBIA MS BPET 19961001KI
034-51- 5 0090-00-19
Req. separation => 24.1 <= 96.6 Actual separation 51.5 Short 45.1(
27.4) km

SHORT TO: WBUY-TV 40 HOLLY SPRINGS MS BLCT 19910920KG
034-59-20 0089-41-13
Req. separation => 12.0 <= 106.0 Actual separation 32.9 Short 73.1(
20.9) km

SHORT TO: WBUY-TV 41 HOLLY SPRINGS MS BLCDT 20060320AEN
034-59-20 0089-41-13
Req. separation 223.7 Actual separation 32.9 Short 190.8 km

SHORT TO: WBUY-TV 41 HOLLY SPRINGS MS DTVPLN DTVPL1477
34 -59-20 89 -41-13
Req. separation 223.7 Actual separation 32.9 Short 190.8 km

SHORT TO: WBUY-TV 41 HOLLY SPRINGS MS BMPCDT 20080612ABA
034-59-20 0089-41-13
Req. separation 223.7 Actual separation 32.9 Short 190.8 km

LANDMOBILE SPACING VIOLATIONS FOUND

NONE

Proposed facility OK to FCC Monitoring Stations

Proposed facility OK toward West Virginia quiet zone

Proposed facility OK toward Table Mountain

Proposed facility is beyond the Canadian coordination distance

Proposed facility is beyond the Mexican coordination distance

Proposed station is OK toward AM broadcast stations

Start of Interference Analysis

Channel Proposed Station Call City/State ARN

POWER DENSITY CALCULATION

PROPOSED WBUY-DT
CHANNEL 41 – HOLLY SPRINGS, MISSISSIPPI
[MODIFICATION OF BMPCDT-20080612ABA]

Since the FCC considers the possible biological effects of RF transmissions in its environmental determinations, we have studied the matter with respect to this Holly Springs facility. Employing the methods set forth in *OET Bulletin No. 65* and considering a main-lobe effective radiated power of 1000 kw, an antenna radiation center 345 meters above ground, and the elevation pattern of the ERI antenna, maximum power density two meters above ground of 0.0011 mw/cm^2 is calculated to occur 92 meters southwest of the base of the tower. Since this is only 0.3 percent of the 0.42 mw/cm^2 reference for uncontrolled environments (areas with public access) surrounding a facility operating on Channel 41 (632-638 MHz), a grant of this proposal may be considered a minor environmental action with respect to public and occupational ground-level exposure to nonionizing electromagnetic radiation.

Further, the station owner will take whatever precautionary steps are necessary, such as reducing power or leaving the air temporarily, to ensure that workers operating in the vicinity of the antenna are not exposed to excessive nonionizing radiation.

APPENDIX A

**AGREEMENT TO COLLOCATE ANTENNA FACILITIES
AND ACCEPT INTERFERENCE**

RECEIVED
JUN 19 2009

THIS AGREEMENT is made as of June 18, 2009 between Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network ("Trinity"), and Three Angels Broadcasting Network, Inc. ("3ABN")(collectively the "Parties").

RECITALS

WHEREAS, Trinity is the licensee of WBUY-DT, digital channel 41, Holly Springs, Mississippi (FCC File BLCDDT-20060320AEN, FID 60830), and it wishes to modify the WBUY-DT antenna/transmitter site to the Memphis, Tennessee Clear Channel tower, Latitude 35° 16' 33", Longitude 89° 46' 38" ("Clear Channel Tower"), to operate as specified in the attached engineering exhibit ("Trinity Application"); and

WHEREAS, 3ABN is the licensee of W42BY, a Class A analog facility serving Memphis, Tennessee (FCC File BLTTL-19980629JE, FID 66999)("W42BY Licensed Facility"), and, pursuant to the terms of this Agreement, it is willing to file a digital displacement application for channel 50 with an antenna/transmitter site at the Clear Channel Tower and operate as specified in the attached engineering exhibit ("3ABN Application"); and

WHEREAS, to the extent the Trinity Application will cause interference to 3ABN's W42BY Licensed Facility in excess of the 0.5 percent limit specified in FCC Rule 73.623, 3ABN is willing to accept such interference ("Trinity Interference to W42BY Licensed Facility"); and

WHEREAS, the FCC's April 4, 2000, *Report & Order in MM Docket No. 00-10 (Establishment of Class A Television Service)*, FCC 00-115 (¶75), and FCC Rule 73.623(g), allow parties exceeding the 0.5 percent interference limit to agree to accept additional interference; and

WHEREAS, a grant of the 3ABN Application is contingent upon the cessation of analog broadcast operations by WPXX-TV, channel 50, Memphis, Tennessee, on June 12, 2009, the analog sunset deadline, and 3ABN will not file the 3ABN Application prior to June 13, 2009;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, Trinity and 3ABN, intending to be legally bound, hereby agree as follows:

1. Trinity agrees to accept any and all interference to the operation of WBUY-DT under the terms of the Trinity Application as may be generated by the W42BY Licensed Facility or by the 3ABN Application and 3ABN's resulting digital operation on Channel 50.
2. Pursuant to the terms of this Agreement, 3ABN agrees to accept the Trinity Interference to the W42BY Licensed Facility.
3. (a) In consideration for 3ABN's agreement to accept the interference, as noted

in paragraph 2, above, Trinity agrees to pay all of 3ABN's costs and expenses incurred in connection with the 3ABN Application, including but not limited to, any and all FCC filing fees, attorneys fees, and engineering fees.

(b) Trinity and 3ABN agree to collocate their facilities for WBUY-DT and W42BY, respectively, at the Clear Channel Tower. In consideration for 3ABN's agreement to relocate its facilities at this site, Trinity agrees to pay for: (1) a structural analysis of the tower at the Clear Channel Tower to confirm the tower's capacity to accommodate both antennas; (2) the purchase of a ERI AL8 model antenna for digital channel 50 for 3ABN at the Clear Channel Tower; (3) the purchase of three inch (3") flexible transmission line, and installation of the same, to be used by 3ABN at the Clear Channel Tower; and (4) one-half of the cost and expense for purchase and installation of air conditioning cooling facilities sufficient for use by both transmitters to be used by Trinity and 3ABN for WBUY-DT and W42BY, respectively, at the Clear Channel Tower. Trinity and 3ABN shall be individually responsible for any antenna/transmitter space lease fees and charges associated with WBUY-DT and W42BY, respectively, at the Clear Channel Tower.

(c) Except as otherwise provided herein, each Party shall be solely responsible for its costs and expenses associated with collocating these facilities.

4. Pursuant to the terms of this Agreement, 3ABN agrees that it will not file the 3ABN Application prior to June 13, 2009 to avoid interference with the analog operation of WPXX, Channel 50, in Memphis.

5. If the cost of the payment obligations specified in paragraph 3(b), above, are projected, in good faith, to exceed \$150,000.00 then Trinity shall have the right to re-negotiate the terms of the responsibilities of payment. If both Parties do not reach an agreement within thirty (30) days, Trinity may decide to cancel this Agreement, thereby releasing both Parties from any further obligations or liabilities hereunder.

6. Notwithstanding any of the foregoing provisions, Trinity agrees that this Agreement shall be contingent upon FCC grant of the 3ABN Application.

7. This Agreement is the only agreement between the Parties and contains all of the terms and conditions agreed upon with respect to the subject matter hereof and cannot be amended or modified except by an instrument in writing signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. Each party warrants to the other that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, subject to the prior approval of the FCC. The Parties further represent and warrant that they are not under any restrictions, contractual or otherwise, which prevent or preclude them from entering into this Agreement and from carrying out their obligations hereunder. Trinity and 3ABN shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to their filings, notify the other of any such FCC inquiries, and furnish in a prompt and timely manner all information requested by the

FCC with respect thereto.

8. The Parties agree that this Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument. The Parties also agree that facsimile or electronic copies of signatures to this agreement shall be treated for all purposes as "originals."

9. This Agreement shall be construed in accordance with the rules of FCC and the laws of the District of Columbia.

10. Any notice required in accordance with this Agreement must be in writing and will be sent by fax or first Class mail to the parties as follows:

If to Trinity: W. Benton Miller
Vice President-Engineering
Trinity Broadcasting Network
P. O. Box C-11949
Santa Ana, CA 92711
Fax: 1-714-730-0661

With a copy to: Colby M. May, Esq.
Colby M. May, Esq., P.C.
205 Third Street, S.E.
Washington, D.C. 20003
Fax: 202-544-5172

It to 3ABN: Moses Primo, Director of Broadcasting
Three Angels Broadcasting Network, Inc.
P.O. Box 220
3391 Charley Good Road
West Frankfort, IL 62896
Fax: 618-627-4155

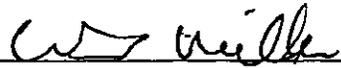
With a copy to: David M. Silverman, Esq.
Davis Wright Tremaine LLP
1919 Pennsylvania AV NW #200
Washington, DC 20006
(202) 973-4461 (fax)

or to such other address or to such other person as either party may designate by notice given in writing. Any notice, request, statement or other communication will be deemed to have been given three (3) days after it was mailed.

IN WITNESS WHEREOF, the parties have affixed their signature to this Agreement as of the date indicated above.

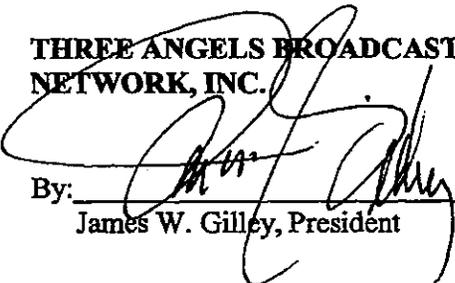
**TRINITY CHRISTIAN CENTER OF
SANTA ANA, INC., D/B/A TRINITY
BROADCASTING NETWORK**

Witness: _____

By: 
W. Benton Miller, Vice President-
Engineering

**THREE ANGELS BROADCASTING
NETWORK, INC.**

Witness _____

By: 
James W. Gilley, President