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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matters of	)	
	)	
Amendment of Section 73.622(b)	)	MM Docket No. 01-43
Table of Allotments,	)	RM-10041
Digital Television Broadcast Stations	)	
(Jackson, Mississippi)	)	
	)	
	)	
GENE A. BLAILOCK	)	
WBMS-LP, Jackson, Mississippi	)	Facility Identification No. 23473
Application for Class A License	)	File No. BLTVA-20010712AHC
	)	
GENE A BLAILOCK	)	
Application for Consent to Assignment	)	Facility Identification No. 23473
of WBMS-CA, Jackson, Mississippi,	)	File No. BALTVA-20030401CJZ
to Mississippi Television, LLC	)	

To: Office of Secretary
Attention: Media Bureau
Chief, Video Services Division

JOINT REQUEST FOR APPROVAL OF SETTLEMENT

CivCo, Inc. ("CivCo"),[1] Gene A Blailock ("Blailock") and Mississippi Television, LLC ("MissTV") (collectively, the "Parties"), respectfully request that the Commission grant this Joint Request for Approval of Settlement ("Joint Request") and approve the settlement proposed in the attached Settlement Agreement dated February 19, 2004 (the "Agreement"). Approval and implementation of the proposed Settlement Agreement would resolve three combined proceedings affecting the Jackson, Mississippi television market to the benefit of the public

[1] CivCo, Inc is a wholly-owned subsidiary of CivCo License Holding Company, Inc., formerly the licensee of WLBT-TV, Jackson, Mississippi

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interest and facilitate the addition of a new television station on Channel 51 at Jackson. Among other things, approval and implementation of the Settlement Agreement would

- facilitate and expedite DTV service in the Jackson, Mississippi market by providing CivCo's WLBT-DT with Channel 9 as its DTV allotment;
- conserve spectrum resources in the Jackson, Mississippi television market, given that CivCo is uniquely able to use Channel 9 at Jackson for a full-facility DTV service;
- upon CivCo's surrender of its presently allocated DTV channel (Channel 51), permit the processing of a long-pending set of competing applications for a new television station in Jackson, thereby promoting competition and program diversity in the Jackson television market,
- by dismissal of CivCo's application for review, facilitate the resolution of the pending proceeding regarding Blailock's qualifications for Class A status for WBMS;
- enhance the interference-free service of WBMS, the UPN affiliate in Jackson, Mississippi, through co-location of its facilities at the WLBT tower site, thereby providing a more effective Class A low power television service in Jackson, Mississippi,
- facilitate the resolution of the pending application for assignment of WBMS from Blailock to MissTV (File No. BALTVA-20030401CJZ); and
- resolve all outstanding interference issues with respect to the allotment of Channel 9 to WLBT-DT and WLBT-DT's use of Channel 9 as proposed.

In support of this request, the following is shown:

1 This Joint Request proposes (a) (i) a withdrawal of Blailock's opposition to changing the WLBT-DT allotment to Channel 9, (ii) the withdrawal of CivCo's application for review of the grant of the application of WBMS-LP for Class A status, (iii) the release of a Report and Order in the above-captioned proceeding that would amend the DTV Table of Allotments by substituting Channel 9 as the allotment for WLBT-DT (the "Allotment Grant"), (iv) the grant of the construction permit for WLBT-DT authorizing the station to change its channel of operation to Channel 9 and operate with the maximized DTV facilities set forth in its application, now accepted for filing and pending under File No. BPCDT-20031112ADF (the "WLBT-DT Construction Permit"), and (v) withdrawal of CivCo's pending petition to deny Blailock's application for consent to the assignment of the WBMS license to MissTV (File No. BALTVA-20030401CJZ), with the withdrawal of above-described pending pleadings conditioned upon the Commission's grant of this Joint Request, approval of the Settlement Agreement, issuance of the Allotment Grant and issuance of the WLBT-DT Construction Permit, all by final orders no longer subject to appeal, and (b) the grant of the application for assignment of the WBMS license to MissTV, which need not have become a final order to meet the conditions in the Settlement Agreement.

2. Attached hereto as Exhibit 1 is a copy of the Settlement Agreement; as Exhibit 2, the signed letter requesting the withdrawal of Blailock's opposition to the allotment of Channel 9 to WLBT-DT and declaring the support of Blailock both to the substitution of Channel 9 to WLBT-DT and the issuance of the WLBT-DT Construction Permit; as Exhibit 3 the signed letter requesting the withdrawal of CivCo's petition to deny the WBMS assignment application and the withdrawal of the application for review of the grant of the application of WBMS-LP for Class A status, all of which are contingent upon the approval of this Joint Request and the Settlement

Agreement and the fulfillment of the conditions set forth therein, including the issuance of the Allotment Grant and the WLBT-DT Construction Permit by orders of the Commission that are no longer subject to review or appeal and the grant of the WBMS assignment. Declarations of the parties are included in Exhibit 4.

3. The Settlement Agreement and this Joint Request are expressly contingent upon the Commission issuing an order or orders granting this Joint Request, approving the Settlement Agreement, amending the DTV Table of Allotments such that Channel 9 is allotted to WLBT-DT, and granting the WLBT-DT Construction Permit, all by final non-appealable orders, and the grant of the WBMS assignment application. Accordingly, the Parties request that the Commission adopt an order or orders setting forth such action or actions, and promptly issue public notice or notices of such actions.

4. The Commission consistently has stated that it intended "to provide broadcasters with the flexibility to develop alternative [DTV] allotment approaches."[2] Acknowledging that the implementation of digital television would be a dynamic process, the Commission encouraged voluntary broadcaster negotiation and coordination efforts in modifying the DTV Table of Allotments and stated that "[p]arties should be afforded as much flexibility as possible so they may address situations that may be unique to their particular circumstances."[3] The Commission "encourage[d] low power and full service licensees to work together to develop modifications to the DTV Table that will preserve the service of low power stations."[4] The Joint

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[2] Advanced Television Systems and Their Impact Upon the Existing Television Broadcast Service, *Memorandum Opinion and Order on Reconsideration of the Sixth Report and Order*, MM Docket 87-268, 13 FCC Rcd 7418, ¶187 ("*Allotment Reconsideration Order*").

[3] *Id.* at ¶147 (1998). *See generally, id* at ¶¶141, 146-147, and *Sixth Report and Order*, 12 FCC Rcd 14588, ¶182 (1997)

[4] *Allotment Reconsideration Order* at ¶108.

Request reflects the voluntary efforts of CivCo, Blailock and MissTV to preserve the service offered by WBMS, improve the DTV Table of Allotments, and remove obstacles to the grant of the WLBT-DT channel change. Grant of this Joint Request would serve the public interest by facilitating the implementation of new digital television broadcast service for Jackson, Mississippi, and surrounding communities, preserving existing low power broadcast service, and conserving Commission resources in evaluating conflicting positions in these three proceedings

5 Both the Allotment Grant and the WLBT-DT Construction Permit may be granted by the Commission These grants will achieve substantial public interest benefits through enhanced competition, diversity and quality of digital television service in the Jackson, Mississippi television market. On May 1, 2000, Civic petitioned to substitute Channel 9 for Channel 51 as WLBT-DT operating frequency (MM Docket No 01-43) Blailock filed comments alleging interference to WBMS-LP Two other parties filed supportive comments stating that a grant would facilitate the resolution of competing applications for a new commercial television station on Channel 51 in Jackson, given that Channel 51 would become open upon allotment of Channel 9 to WLBT-DT.

6. Interference considerations permit only a meager facility on DTV Channel 9 – a facility that would not permit meaningful service replication. CivCo has found what probably is the only means by which DTV Channel 9 can be maximized. Specifically, CivCo has been able to secure an interference agreement among WLBT-DT, WTVA(TV), Tupelo, Mississippi, and KAIT(TV), Jonesboro, Arkansas, which is co-owned with WLBT-DT. Without these interference consents, DTV Channel 9 cannot provide full replication for WLBT-DT. To avoid the risk of service losses in switching to DTV Channel 9, CivCo at the outset requested

assurance from the FCC that the new channel could be maximized at the time of grant of the WLBT-DT allotment change to Channel 9 in the MM Docket No. 01-43 allotment proceeding.

7 On October 1, 2003, the Bureau dismissed Civic's Petition. In its decision, the Bureau stated that Civic's expression of interest effectively was conditioned on the grantability of an 18 kW maximization proposal, which the Bureau determined could not be granted because of predicted interference to KNOE-TV, Monroe, Louisiana. In its Petition for Reconsideration filed on November 6, 2003, however, CivCo pointed out that the interference identified in the 18 kW proposal arose only as an artifact of recent changes in the FCC's processing software. In fact, as CivCo pointed out, a mere 0 2 kW reduction in the maximization proposal would cure the deficiency Accordingly, CivCo, in its Petition for Reconsideration, requested leave to downgrade its proposal in light of the newly discovered fact of the Commission's revised processing software, consistent with the Commission's decision in *Los Ranchos*, 2 FCC Rcd 7307 (1987)

8. Civic now proposes a facility with 15 kW to avoid any question of interference to any other facility The parameters proposed for CivCo's maximized operation on Channel 9 are set forth in CivCo's pending application in File No. BPCDT-2003112ADF for the WLBT-DT Construction Permit, which the Bureau has accepted for filing. The Bureau's decision in MM Docket No. 01-43 noted that the Bureau may only evaluate the parameters proposed in an allotment proceeding. In this case, however, if the Bureau evaluates only the 3.2 kW proposed in the Notice of Proposed Rule Making, the Bureau may grant the channel under existing precedent; and because, as in the case of any other DTV application, the Bureau will have granted cut-off protection to the pending and accepted application for the WLBT-DT Construction Permit, the facilities proposed in the application for WLBT-DT Construction

Permit may be granted without concern that intervening proposals could result in additional interference concerns.

WHEREFORE, the above premises being considered, the Parties respectfully request that the Commission grant this Joint Request, approve the requests proposed herein and the Settlement Agreement attached hereto, accept Blailock's dismissal of his opposition to the Channel 9 allotment and WLBT-DT Construction permit, release a Report and Order that would amend the DTV Table of Allotments by substituting Channel 9 as the allotment for WLBT-DT, grant the WLBT-DT Construction Permit as proposed, accept CivCo's dismissal of its application for review of WBMS's Class A status and its dismissal of its petition to deny the WBMS assignment application and grant the WBMS assignment application as provided in the Settlement Agreement

Respectfully submitted,

CIVCO, INC.

By: _____
Counsel
John S Logan, Esq..
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, NW
Suite 800
Washington, DC 20036-6802
202-776-2000

GENE A. BLAILOCK

By._____
Counsel
Kathryn Schmeltzer, Esq.
Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037
202-663-8217

MISSISSIPPI TELEVISION, LLC

By: _____
Counsel
Stacey Gallant, Esq.
Greenberg Traurig
The Forum
3290 Northside Parkway
Atlanta, Georgia 30327
(678) 553-2460

February 20, 2004

Respectfully submitted,

CIVCO, INC.

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Counsel
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Stacey Gallant, Esq.
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The Forum
3290 Northside Parkway
Atlanta, Georgia 30327
(678) 553-2460

February 20, 2004

Joint Request Exhibit 1

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is dated as of the 19th day of February, 2004, by and among Gene A. Blailock ("Blailock"), a U.S. citizen and a resident of the State of Mississippi, and CivCo, Inc. ("CivCo"), a Nevada corporation; and Mississippi Television LLC, a Delaware limited liability company ("MissTV").

RECITALS

A Blailock is the licensee of LPTV station WBMS-CA, Channel 10, Jackson, Mississippi, ("WBMS") pursuant to authorizations issued by the Federal Communications Commission ("Commission") (the "WBMS-CA License"). The grant of Class A status to WBMS is currently the subject of an application for review filed by CivCo on January 15, 2003 (File No BLTVA-20010712AHC) and now pending before the Commission ("CivCo Application for Review").

B CivCo is the licensee of television station WLBT(TV), NTSC Channel 3, Jackson, Mississippi. The Commission has assigned DTV Channel 51 to WLBT-DT. On petition by CivCo filed May 1, 2000, the Commission instituted a rule making proceeding in MM Docket No 01-43 to substitute DTV Channel 9 for use by WLBT-DT. Blailock opposed the assignment of Channel 9 to WLBT-DT. By order dated October 1, 2003, the Commission terminated the rule making proceeding in MM Docket 01-43 without the assignment of Channel 9 to WLBT-DT A petition for reconsideration of that action, filed by CivCo, currently is pending before the Commission, together with an application accepted under File No. BPCDT-20031112ADF (the "WLBT Application"), setting forth the technical facilities to implement the channel change proposed in MM Docket No. 01-43 and as described in the petition for reconsideration.

C On April 1, 2003, Blailock filed an application to assign the WBMS license to MissTV under File No BALTVA-20030401CJZ ("the WBMS Assignment Application"). CivCo filed a petition to deny the application and the application remains pending before the Commission ("CivCo Petition to Deny")

In consideration of the above recitals and the mutual covenants and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

SECTION 1. ADDITIONAL DEFINITIONS

"Final Order" means an action by the Commission that has not been reversed, stayed, enjoined, set aside, annulled, or suspended and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay and the time for filing any such requests and the time for the Commission to set aside the action on its own motion have expired.

"WLBT-DT Construction Permit" means the authority issued by the Commission to construct the facilities of WLBT-DT on Channel 9 as set forth in the WLBT Application.

"WBMS-Construction Permit Application" means the application that Blailock has filed or will file to relocate its facility to the WLBT-DT tower site, a copy of which is attached hereto as Schedule B

"Blailock" refers to Gene Blailock, and/or his assign MissTV, as the case may be depending upon the timing of the event in question.

SECTION 1. CONDITIONS

The obligations of the parties under this Agreement shall be contingent upon

(a) the Commission's issuance of an order or orders, which shall have become Final Orders, (i) approving this Agreement to the extent required by law (the "Settlement Grant"); and (ii) allotting Channel 9 as the digital channel for CivCo's WLBT under the terms presented in CivCo's petition for reconsideration, including the grant of the WLBT-DT Construction Permit (the "Allotment Grant"); and

(b) the Commission's grant of the WBMS Assignment Application, which shall not be required to have become a Final Order.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF BLAILOCK

Blailock represents and warrants to CivCo and MissTV as follows:

2.1 Standing. Blailock is a U.S. citizen and a resident of the State of Mississippi. Blailock has all requisite authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Blailock hereunder and thereunder.

2.2 Authorization and Binding Obligation. Blailock is legally qualified to enter into this Agreement, and the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which he is subject or by which Blailock is bound. This Agreement has been duly executed and delivered by Blailock and constitutes the legal, valid, and binding obligation of Blailock, enforceable against Blailock in accordance with its terms

SECTION 3. REPRESENTATIONS AND WARRANTIES OF CIVCO

CivCo represents and warrants to Blailock and MissTV as follows:

3 1 Standing CivCo is a corporation duly organized, validly existing, and in good standing under the laws of Nevada. CivCo has all requisite authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by CivCo hereunder and thereunder.

3.2 Authorization and Binding Obligation. CivCo is legally qualified, empowered and authorized to enter into this Agreement, and the execution, delivery, and performance hereof

shall not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which CivCo is bound. This Agreement has been duly executed and delivered by CivCo and constitutes the legal, valid, and binding obligation of CivCo, enforceable against CivCo in accordance with its terms.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF MISSTV

MissTV represents and warrants to CivCo and Blailock as follows:

4.1 Standing. MissTV is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware. MissTV has all requisite authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by MissTV hereunder and thereunder

4.2 Authorization and Binding Obligation. MissTV is legally qualified, empowered and authorized to enter into this Agreement, and the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which it is subject or by which MissTV is bound This Agreement has been duly executed and delivered by MissTV and constitutes the legal, valid, and binding obligation of MissTV, enforceable against MissTV in accordance with its terms.

SECTION 5. COVENANTS AND AGREEMENTS

5.1 Joint Request and Cooperation.

(a) Within five days after execution of this Agreement, (a) the Parties shall file a copy of this Agreement with the Commission together with a joint request for approval (the "Joint Request"), (b) Blailock shall dismiss all pleadings, petitions and challenges against WLBT's channel allotment proposal and request Commission approval of this Agreement and (c) CivCo shall dismiss all pleadings, petitions and challenges against the pending application for assignment of WBMS's license and against the grant of Class A status to WBMS. All of the foregoing shall be contingent upon grant of the Settlement Grant and Allotment Grant, which shall have become Final Orders.

(b) The Parties shall cooperate fully with each other in connection with any actions required to be taken as part of their respective obligations under this Agreement. The Parties shall cause the preparation of all documentation needed to support properly the Joint Request. The Parties agree to take all commercially reasonable actions to assist and support, consistent with the terms of this Agreement, the grant and issuance of the Allotment Grant, the WBMS Assignment Application, the WBMS Construction Permit Application and the WLBT-DT Construction Permit, including, but not limited to, consulting with each other and actively supporting efforts in that regard before the Commission. Each party shall fully cooperate with the other and the Commission by expeditiously and completely providing any additional information requested by the Commission. The Parties further agree to engage in good faith efforts to address any objections of the Commission to the terms of this Agreement, which efforts shall include the timely filing of appeals, where the resolution of such objections would not materially alter the business terms of this Agreement.

5 2 No Inconsistent Action. Without derogation of their respective rights under this Agreement, the Parties, jointly and individually, shall take no action inconsistent with this Agreement or the Joint Request Notwithstanding any other provision in this Agreement to the contrary, in the event that any Party violates its obligations in this Section 5.2 (the "Violating Party"), each other Party shall have the right to seek specific performance of Violating Party's obligations hereunder.

5.3 Consideration.

(a) Within fifteen (15) days of public notice of the Settlement Grant and the Allotment Grant, CivCo shall reimburse to Blailock, by a check made payable to and delivered to Shaw Pittman LLP, the amount of WBMS's out-of-pocket legal fees and expenses incurred through October 31, 2003, to the maximum amount of $50,000, provided that Blailock shall have furnished CivCo with an affidavit from Blailock's FCC counsel confirming the amount of such expenses at least ten (10) days prior to the date that such payment is due.

(b) Within fifteen (15) days of the date (i) the Settlement Grant and the Allotment Grant (including the grant of the WLBT-DT Construction Permit) each shall have become Final Orders of the Commission and (ii) the WBMS Assignment Application shall have been granted,

(1) CivCo shall reimburse Blailock the amount of WBMS's out-of-pocket legal fees incurred after October 31, 2003 to the extent such amounts, together with prior reimbursements received by Blailock for such fees incurred prior to October 31, 2003, do not exceed $50,000, such reimbursement to be made by check payable to and delivered to Shaw Pittman, LLC, provided that Blailock shall have furnished CivCo with an affidavit from counsel confirming the amount of such expenses at least ten (10) days prior to the date such payment is due.

(2) CivCo shall cause its affiliate TV-3, Inc. to enter into a tower lease or tower license agreement with Blailock ("tower use agreement") pursuant to which Blailock may locate the antenna of WBMS on the 700-foot television tower at the WLBT tower site, in accordance with and subject to the terms of TV-3, Inc.'s standard form of tower use agreement, a copy of which has been provided to Blailock. The tower use agreement, among other things, shall

(i) incorporate the technical parameters set forth in the description of the WBMS Construction Permit Application included in Schedule B hereto;

(ii) provide that Blailock shall not be obligated to pay any rent for the first five (5) year term of the tower use agreement;

(iii) provide that the tower use agreement shall be fully assignable to a purchaser of WBMS assuming Blailock's obligations under this Agreement, subject to there being no change in the equipment and other facilities located on the property, other than the replacement of equipment with electrically identical equipment;

(iv) provide an option for Blailock, at the conclusion of the initial five-year term, to renew for two additional five (5) year terms, in each case subject to the payment of rent at normal commercial rates then prevailing; and

(v) provide that, to the extent that CivCo intends to continue in the business of providing tower use rights to third parties on the 700-foot tower at the WLBT site as of the date that is one year prior to the expiration of the second five-year term of the tower use agreement and Blailock remains a tenant in good standing under such agreement, CivCo agrees to negotiate in good faith with Blailock an agreement to extend Blailock's use of the tower subject to terms, conditions, and rates then prevailing, including consideration of competing or higher-valued use for the tower and associated property and other business opportunities or conditions available to CivCo; provided that CivCo shall not be obligated to reach agreement with Blailock as to any such extension, to modify or refurbish any tower or property, or to make available to Blailock any substitute or alternative site.

(c) Blailock shall not be required to construct WBMS's modified facilities concurrently with the construction of WLBT's DTV facilities on the tower. To the extent Blailock elects to do so, however, CivCo, at its own expense, shall install Blailock's antenna and related equipment on the WLBT tower Blailock shall otherwise be responsible for the costs of the installation of his equipment on the WLBT tower

(d) In addition to amounts payable under Paragraphs 5.3(a) and 5.3(b)(1) hereof, CivCo shall pay Blailock an amount up to Ninety-Two Thousand Eight Hundred Eighty-Three Dollars ($92,883) for the cost of additional equipment required by Blailock to transmit from the WLBT tower, such amount to be paid as equipment costs are incurred, provided that no obligation of CivCo shall arise under this paragraph until the first to occur of (i) the finality of the Settlement Grant and Allotment Grant or (ii) CivCo's waiver of finality pursuant to Section 6(iv) hereof Blailock has provided CivCo with a list, a copy of which is attached hereto as Schedule A, of the specific additional equipment required for installation of WBMS's transmission equipment at the WLBT tower site, together with estimated prices for each such item, with the cost for all such items totaling Ninety-Two Thousand Eight Hundred Eighty-Three Dollars ($92,883). CivCo, upon request from Blailock, shall order such equipment items for delivery to Blailock as Blailock may direct and, upon delivery of such item to Blailock, CivCo's remaining payment obligation under this section shall be reduced by the amount of the estimated

cost on Blailock's equipment list. Blailock may elect to order the equipment directly. With Blailock's consent, which Blailock may withhold in its sole discretion, CivCo may order equal or equivalent equipment to the models set forth on the equipment list. Blailock otherwise shall be responsible for the cost of the purchase of WBMS's equipment.

(e) Blailock shall not assert (or cause to be asserted) any claim or file (or cause to be filed) any objection, complaint or other proceeding against CivCo based upon interference to WBMS's signal from the operation of WLBT's Channel 9 digital television facilities at the site designated in the WLBT Application. Pursuant to Section 73.6022(a) of the Commission's rules, Blailock shall forever waive any and all rights to interference protection that WBMS may now or hereafter acquire with respect to the proposed digital facilities of WLBT on Channel 9 at such site or to the extent permitted by applicable law (including the rules and regulations of the Commission) as such facilities may be modified on Channel 9 at such site in any respect in the future to the full extent permitted by the Commission's rules, including but not limited to, Section 73.6022(a), provided that, by agreeing to waive this interference protection, Blailock shall not be foreclosed from objecting to interference resulting from actual operation of WLBT's digital broadcast facilities in a manner that unlawfully deviates from parameters authorized by construction permit, license, or other article of authorization that the Commission may issue. In the event that, during the term of the tower use agreement, CivCo is required to relocate the WLBT DTV transmitter site by reason of action of the Commission, changes in zoning regulation, natural disaster or other event or cause that, in the absence of a relocation, would have a material adverse effect upon the business and operations of WLBT, Blailock and WLBT shall cooperate to effectuate such site move in a manner than minimizes any adverse effect upon WLBT and WBMS

(f) Blailock shall provide CivCo with advance notice of his proposed schedule for the construction of modifications to WBMS that are necessary for operation on the CivCo tower CivCo and Blailock shall cooperate in the formulation of a construction schedule to minimize disruptions at the tower site.

SECTION 6. TERM and TERMINATION

The term of this Agreement shall begin as of the date hereof and shall continue in effect until such time as this Agreement is terminated as set forth below This Agreement may be terminated either:

(i) by Blailock or CivCo, if such party is not in material breach of its obligations hereunder and the other party remains in material breach of its obligations hereunder following written notice and a period of fifteen (15) days thereafter to cure such material breach; or

(ii) by mutual agreement of the Parties; or

(iii) upon the entry of an order by the Commission, which order has become a Final Order and renders the WLBT-DT channel change contemplated by this Agreement impossible to effectuate without the imposition of conditions materially and adversely

affecting the operations of WBMS, WLBT(TV), or WLBT-DT in a manner not contemplated by this Agreement, or

(iv) in the event that a petition for reconsideration or application for review is filed against the Allotment Grant, CivCo shall elect, in a written notice to Blailock delivered within 180 days of public notice in the *Federal Register* of the Allotment Grant, whether or not to waive the condition that the Settlement Grant and Allotment Grant shall have become a Final Order. If CivCo so elects, the parties shall proceed to the implementation of this Agreement as if the date of such election were the date of the Final Orders under Section 5 3(b). If CivCo elects not to waive the finality condition of Section 5.3(b), then, upon fifteen (15) days written notice to CivCo but no later than twenty (20) days' written notice to CivCo, Blailock may elect to withdraw from this Agreement by remitting to CivCo the amount of any reimbursement previously received from CivCo and neither party thereafter shall have any further obligation to the other thereunder; or

(v) in the event that the Commission has not issued the Settlement Grant and the Allotment Grant within 120 days after the filing of the Joint Request, CivCo may elect thereafter to withdraw from this Agreement upon fifteen (15) days written notice to Blailock and MissTV.

SECTION 7. MISCELLANEOUS

7.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, sent by commercial delivery service, facsimile transmission or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service or on the return receipt or on the date sent by facsimile with receipt confirmed by telephone, and (d) addressed as follows:

If to Blailock:

Mr. Gene A. Blailock
124 East Amite Street
Jackson, Mississippi 39201
Phone: (601) 948-7703 Fax: (601) 948-7916

With a copy, which shall not constitute notice, to:

Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037
Phone: (202) 663-8217 Fax: (202) 663-8007
ATTN: Kathryn Schmeltzer, Esq.

If to CivCo

CivCo, Inc
639 Isbell Road, Suite 390
Reno, Nevada 89509
ATTN: Tina Ford, President

With a copy, which shall not constitute notice, to:

Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W., Suite 800
Washington, DC 20036
Phone. (202) 776-2000 Fax: (202) 776-2222
ATTN: John S. Logan, Esq.

If to MissTV:

Mississippi Television, LLC
101 LaRue France, Suite 200
Lafayette, Louisiana 70505-1327
Phone: (337) 237-9965 Fax: (337) 237-9965
ATTN. Sheldon H. Galloway, Managing Member

With a copy, which shall not constitute notice, to:

Greenburg Traurig
The Forum, 3290 Northside Parkway
Atlanta, GA 30327
Phone. (678) 553-2460 Fax: (678) 553-2188
ATTN Stacey Gallant, Esq.

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 7.1.

7.2 Benefit and Binding Effect. This Agreement shall be binding on the parties, their affiliates and their successors in interest. The rights and obligations of the parties under this Agreement will be fully assignable in whole to and binding upon purchasers, assignees or other successors in interest as the licensees of WBMS or WLBT (as the case may be), with a requirement that a written agreement for assignment and assumption be executed in connection with any such assignment or transfer of control. Each party agrees to cause the assumption of the obligations hereunder in connection with any assignment or transfer, and agrees not to enter into an assignment or transfer unless the assignee or transferee specifically assumes the obligations hereunder A breach of this Section 7.2 by any party shall be deemed material.

7.3 Further Assurances. The parties shall execute any other applications, agreements or documents that may be necessary and desirable to the implementation and consummation of this Agreement.

7.4 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Mississippi (without regard to the choice of law provisions thereof).

7 5 Remedies on Default In the event that any party breaches this Agreement, the breaching party shall have ten (10) days from receipt of written notice of the breach from the notifying party to cure said breach, after which time it shall be deemed to be in default. In the event that any party is in default in the performance of the terms of this Agreement, except as otherwise provided herein, the other party shall have available to it all remedies upon default to

which it is entitled under Mississippi law or at equity, and the rules, regulations and policies of the Commission, including any and all rights to the remedy of specific performance. Notwithstanding other rights reserved to the parties pursuant to this Agreement, the Parties agree that the failure of any party to perform its obligations under this Agreement is one for which there is no adequate remedy at law, and that any party may seek injunctive relief or other equitable remedy in event of default by the other to compel the other to perform its obligations hereunder.

7.6 Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

7.7 Entire Agreement/Amendments. This Agreement and the exhibit hereto collectively represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior negotiations between the parties with respect to the subject matter hereof This Agreement cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

7.8 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written

GENE A BLAILOCK

By _____

CIVCO INC

By _____
Name.
Title

MISSISSIPPI TELEVISION, LLC

By. _____
Name: Sheldon H. Galloway
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GENE A. BLAILOCK

By: _____

CIVCO INC.

By: _____
Name. Tina Ford
Title President

MISSISSIPPI TELEVISION, LLC

By. _____
Name Sheldon H. Galloway
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GENE A. BLAILOCK

By: _____

CIVCO INC

By: _____
Name:
Title:

MISSISSIPPI TELEVISION, LLC

By: _____
Name: Sheldon H. Galloway
Title: Managing Member