

AMENDMENT TO FILE NO. 0000034632

For Minor Modifications to NCE Station WKPD, Paducah Kentucky

By this amendment, Kentucky Authority for Educational Television (“KET”) amends the referenced application to modify the facilities of NCE station WKPD, Paducah, Kentucky, to reflect an agreement between KET and St. Louis Regional Public Media, Inc., licensee of NCE station KETC, St. Louis, Missouri. The Commission had determined that applications to modify WKPD and KETC were mutually exclusive because of interference between the stations, as proposed. The licensees have agreed in the attached Interference Resolution Agreement, as amended, that KET will slightly modify its technical parameters as set forth in this amendment and the parties will accept any interference between the stations.

AMENDMENT TO INTERFERENCE RESOLUTION AGREEMENT

1. This amendment ("Amendment") is entered into as of March 12, 2018 by St. Louis Regional Public Media, Inc. ("KETC") and the Kentucky Authority for Educational Television ("KET"), parties to the March 7, 2018 Interference Resolution Agreement ("Agreement") in which the parties agreed to accept interference from each other's proposed transmission facilities. This Amendment reflects the parties' agreement that KET, as licensee of television station WKPD, will seek certain changes to its proposed facilities to help ameliorate that interference.

2. The Agreement is amended to include the following provision and attachment:

In order to improve the reception of WKPD at the DISH site, and thereby reduce the prospects of needing to implement other solutions at the DISH site, KETC and KET agree that WKPD will amend its pending application to specify modified parameters, as reflected in the attached.

3. This Amendment represents the only change to the original Agreement. All other provisions of the Agreement remain unchanged and in full force and effect.

Agreed to as of the date first Written above:

ST. LOUIS REGIONAL PUBLIC MEDIA, INC.



By: Richard E. Skalski
Its: Sr. vice President, CFO, COO

KENTUCKY AUTHORITY FOR EDUCATIONAL TELEVISION



By: Shae Hopkins
Its: Executive Director/CEO



ATTACHMENT TO

AMENDMENT TO INTERFERENCE RESOLUTION AGREEMENT

As part of the mitigation of interference from the proposed major modification for KETC to the pending WKPD maximization application, Kentucky Authority for Educational Television will apply to make certain technical changes to the applied-for WKPD facility. The WKPD amendment will propose changes to the antenna azimuth pattern to an omnioid model and orient the antenna pattern so its maximum occurs at an angle of 310 degrees. The amendment will also propose increasing the ERP to 90 kW. Although the antenna azimuth pattern changes, the elevation pattern remains the same.

INTERFERENCE RESOLUTION AGREEMENT

This Interference Resolution Agreement (“Agreement”) is entered into as of March 7, 2018 by and among St. Louis Regional Public Media, Inc. (“KETC”) and the Kentucky Authority for Educational Television (“KET”).

RECITALS

A. KETC is a nonprofit community organization and the licensee of noncommercial educational television station KETC, St. Louis, Missouri (FCC Facility ID No. 62182). On November 1, 2017, KETC filed an application with the Federal Communications Commission (“FCC”) for modification of its transmission facility. FCC File No. 0000034609.

B. KET is an agency of the Commonwealth of Kentucky and the licensee of noncommercial educational television station WKPD, Paducah, Kentucky (FCC Facility ID No. 65758). On November 1, 2017, KET filed an application with the FCC for modification of the WKPD transmission facility. FCC File No. 0000034632.

C. The FCC has notified KETC and KET that their applications are mutually exclusive and cannot be granted without an agreement to accept interference that each modified facility might create for reception of the other station.

D. Although DISH Network, Inc. (“DISH”) currently receives and uploads the WKPD signal from a facility at WKOH in Owensboro, Kentucky, DISH’s website lists its Local Receive Facility for stations in Paducah, Kentucky as 1416 County Aire Drive, Carterville, Illinois 62918. KET is concerned that, if DISH elects to receive WKPD at its Local Receive Facility for Paducah stations (the Carterville location), the signal from the proposed KETC facility would prevent adequate reception of the WKPD signal at that location.

E. KETC and KET desire to reach an agreement to accept interference from each other’s proposed facilities to resolve the conflict between their applications, so as to permit grant of both applications and to serve the public interest by improving the coverage of both KETC and WKPD, on the following terms:

AGREEMENT

1. KETC hereby confirms that, if, (a) during the ten (10) years after KETC commences program test operations at its modified facility, DISH and/or its respective successors and permitted assigns (also “DISH”) announce an intention to receive Television Station WKPD at the Carterville Local Receive Facility or elsewhere inside WKPD’s protected contour, and (b) reception of the WKPD signal at that location does not meet the FCC-established standard for a good quality signal as a result of the modifications to KETC’s licensed facilities; KETC will, upon notice from KET, take prompt steps to either remediate such interference by cooperating with KET and/or DISH to modify or relocate the receive facility used to collect the WKPD signal, or if such modifications are not feasible or do not remediate the interference, to construct alternative facilities

to deliver the WKPD signal to the DISH receive point. KETC shall not be obliged to resolve any reception issues with respect to a change in the DISH Local Receive Facility to a location other than the Carterville Local Receive Facility, unless the Local Receive Facility is inside of WKPD's protected contour, or for any change in the DISH Local Receive Facility occurring after the date ten (10) years after KETC commences program test operations at its modified facilities.

2. KETC acknowledges that time shall be of the essence in remediation of such interference to the reception of WKPD, and KETC shall proceed in all good faith and use all commercially reasonable efforts to assure swift resolution. Further, KETC confirms that it will be responsible for the costs of such remediation if a third-party engineering consultant, as mutually agreed upon in good faith by KET and KETC, determines that KETC's modified facility is preventing WKPD from providing a good quality signal to the DISH Local Receive Facility. KETC and KET will each be responsible for 50% of the costs of the third-party engineering consultant. If remediation requires construction of alternative delivery facilities, KETC will be responsible for operating and lease costs for any type of alternative delivery facility for one year after such facility becomes operable.

3. KETC and KET agree (a) that they will each, except as agreed with respect to the DISH facility, accept interference from each other's proposed facilities, and (b) that they will proceed in good faith and take all steps reasonably necessary to effectuate this Agreement and will promptly amend their respective FCC applications to include a copy of this Agreement (or provide a copy of this Agreement to the FCC by such other means as may be requested by FCC staff).

4. KETC and KET acknowledge that it is in the public interest and in their mutual interest to resolve the mutual exclusivity between their respective applications and that their agreements reflected in Sections 1, 2 and 3 of this Agreement serve as consideration for this Agreement. Aside from the agreements reflected in Sections 1, 2 and 3 of this Agreement, no other consideration has been received by or promised to KETC and KET in connection with this Agreement.

5. KETC and KET each warrant and represent that this Agreement has been approved by such action as is required under their respective governing documents.

6. This Agreement may not be amended except by an instrument in writing signed on behalf of KETC and KET. This Agreement constitutes the entire agreement and understanding of KETC and KET and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than KETC and KET and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page.

7. In the event either KETC or KET commences any litigation, proceeding or other legal action in connection with or relating to this Agreement, KETC and KET hereby (a) agree that any such litigation, proceeding or other legal action shall exclusively be brought in a court of competent jurisdiction located within McCracken County, Kentucky; (b) agree that in connection

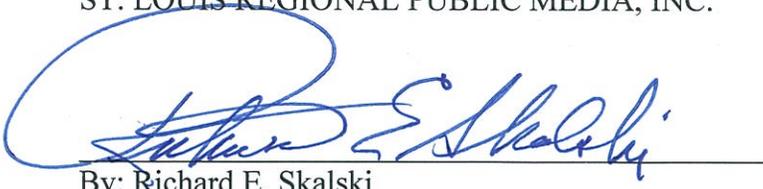
with any such litigation, proceeding or action, KETC and KET will consent and submit to personal jurisdiction in any such court described in clause (a) of this Section and to service of process upon them in accordance with the rules and statutes governing service of process; (c) agree to waive to the full extent permitted by law any objection that they may now or hereafter have to the venue of any such litigation, proceeding or action in any such court or that any such litigation, proceeding or action was brought in an inconvenient forum; (d) agree to service of process in any legal proceeding by mailing of copies thereof to their address; (e) agree that any service made as provided herein shall be effective and binding service in every respect; and (f) agree that nothing herein shall affect the rights of KETC and KET to effect service of process in any other manner permitted by law.

8. KETC and KET specifically acknowledge and agree that the remedy at law for any breach of the Agreement will be inadequate, and that in the event either KETC or KET breaches, or threatens to breach, any provision of the Agreement, the non-breaching Party shall have the right and remedy, without the necessity of proving actual damage or posting any bond, to enjoin, preliminarily and permanently, the breaching Party from violating or threatening to violate the Agreement and to have the Agreement specifically enforced by any court of competent jurisdiction located within McCracken County, Kentucky, it being agreed that any breach or threatened breach of the Agreement would cause irreparable injury to the non-breaching Party and that money damages alone would not provide an adequate remedy to the non-breaching Party. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the non-breaching Party at law or in equity.

[SIGNATURES ON THE FOLLOWING PAGE]

Agreed to as of the date first written above:

ST. LOUIS REGIONAL PUBLIC MEDIA, INC.



By: Richard E. Skalski
Its: Sr. Vice President, CFO, COO

KENTUCKY AUTHORITY FOR EDUCATIONAL TELEVISION

By:
Its:

Agreed to as of the date first written above:

ST. LOUIS REGIONAL PUBLIC MEDIA, INC.

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By: Shae Hopkins

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