



(REFERENCE COPY - Not for submission)

# Modification of a LPTV Station Construction Permit Application

File Number: **0000115857** | Submit Date: **06/05/2020** | Call Sign: **KDTS-LD** | Facility ID: **167032** | FRN: **0001843697**  
State: **California** | City: **SAN FRANCISCO**  
Service: **LPD** | Purpose: **Minor Modification 0000052106** | Status: **Granted** | Status Date: **06/09/2020** | Expiration Date: **06/02/2022** | Filing Status: **Active**

## General Information

Section	Question	Response
Attachments	Are attachments (other than associated schedules) being filed with this application?	Yes

## Fees, Waivers, and Exemptions

Section	Question	Response
Waivers	Does this filing request a waiver of the Commission's rule(s)?	No
	Total number of rule sections involved in this waiver request:	
	Are the frequencies or parameters requested in this filing covered by grandfathered privileges, previously approved by waiver, or functionally integrated with an existing station?	No

**Applicant  
Information**

**Applicant Name, Type, and Contact Information**

<b>Applicant</b>	<b>Address</b>	<b>Phone</b>	<b>Email</b>	<b>Applicant Type</b>
<b>WORD OF GOD FELLOWSHIP, INC.</b> Doing Business As: WORD OF GOD FELLOWSHIP, INC.	Arnold Torres 3901 HIGHWAY 121 SOUTH BEDFORD, TX 76021 United States	+1 (817) 571- 1229	arnold. torres@daystar.com	Not-for- Profit

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**Authorization Holder Name**

Check box if the Authorization Holder name is being updated because of the sale (or transfer of control) of the Authorization(s) to another party and for which proper Commission approval has not been received or proper notification provided.

**Contact  
Representatives  
(2)**

Contact Name	Address	Phone	Email	Contact Type
<b>Ari Meltzer</b> Wiley Rein LLP	1776 K Street NW Washington, DC 20006 United States	+1 (202) 719- 7467	ameltzer@wileyrein. com	Legal Representative
<b>S. Merrill Weiss</b> <i>President</i> Merrill Weiss Group LLC	227 Central Avenue Metuchen, NJ 08840- 1242 United States	+1 (732) 494- 6400	merrill@mwgrp.com	Technical Representative

## Alien Ownership

Question	Response
1) Is the applicant a foreign government or the representative of any foreign government as specified in Section 310(a) of the Communications Act?	No
2) Is the applicant an alien or the representative of an alien? (Section 310(b)(1))	No
3) Is the applicant a corporation, or non-corporate entity, that is organized under the laws of any foreign government? (Section 310(b)(2))	No
4) Is the applicant an entity of which more than one-fifth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country? (Section 310(b)(3))	No
5) Is the applicant directly or indirectly controlled by any other entity of which more than one-fourth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any entity organized under the laws of a foreign country? (Section 310(b)(4))	No
6) Has the applicant received a declaratory ruling(s) under Section 310(b)(4) of the Communications Act?	No
6a) Enter the citation of the applicable declaratory ruling by DA/FCC number, FCC Record citation, release date, or any other identifying information.	
7) Has there been any change in the applicant's foreign ownership since issuance of the declaratory ruling(s) cited in response to Question 6?	
7a) Enter the File or Docket Number of the Petition for Declaratory Ruling that the applicant has filed for its foreign ownership in connection with this application pursuant to Section 310(b)(4) of the Communications Act. It is not necessary to file a request for a foreign ownership declaratory ruling if the applicant attaches a showing that the requested authorization(s) is exempt from the provisions of Section 310(b)(4).	
8) Does the applicant certify that it is in compliance with the terms and conditions of the foreign ownership declaratory ruling(s) cited in response to Question 6?	
9) In connection with this application, is the applicant filing a foreign ownership Petition for Declaratory Ruling pursuant to Section 310(b)(4) of the Communications Act?	No

## Basic Qualifying Questions

Section	Question	Response
<b>Revoked Application</b>	Has the Applicant or any party to this application had any FCC station Authorization revoked or had any application for an initial, modification or renewal of FCC station Authorization denied by the Commission?	No
<b>State or Federal Convictions</b>	Has the Applicant or any party to this application, or any party directly or indirectly controlling the Applicant, ever been convicted of a felony by any state or federal court?	No

**Channel and Facility Information**

Section	Question	Response
Facility ID	167032	
State	California	
City	SAN FRANCISCO	
LPD Channel	14	

**Primary station proposed to be rebroadcast:**

Facility Id	Call Sign	City	State
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**Antenna Location Data**

Section	Question	Response
<b>Antenna Structure Registration</b>	Do you have an FCC Antenna Structure Registration (ASR) Number?	Yes
	ASR Number	1001289
<b>Coordinates (NAD83)</b>	Latitude	37° 45' 19.0" N+
	Longitude	122° 27' 10.0" W-
	Structure Type	TOWER-A free standing or guyed struct
	Overall Structure Height	297.7 meters
	Support Structure Height	237.7 meters
	Ground Elevation (AMSL)	254.2 meters
<b>Antenna Data</b>	Height of Radiation Center Above Ground Level	249.1 meters
	Height of Radiation Center Above Mean Sea Level	503.3 meters
	Effective Radiated Power	15 kW

**Antenna  
Technical Data**

Section	Question	Response
<b>Antenna Type</b>	Antenna Type	Directional Custom
	Do you have an Antenna ID?	No
	Antenna ID	1006882
<b>Antenna Manufacturer and Model</b>	Manufacturer:	RFS
	Model	EPR8A470476LD3S
	Rotation	90 degrees
	Electrical Beam Tilt	Not Applicable
	Mechanical Beam Tilt	Not Applicable
	toward azimuth	
	Polarization	Circular
<b>Elevation Radiation Pattern</b>	Does the proposed antenna propose elevation radiation patterns that vary with azimuth for reasons other than the use of mechanical beam tilt?	No
	Uploaded file for elevation antenna (or radiation) pattern data	
	Out-of-Channel Emission Mask:	Full Service

**Directional Antenna Relative Field Values (Pre-rotated Pattern)**

Degree	Value	Degree	Value	Degree	Value	Degree	Value
0	1.000	90	0.949	180	0.229	270	0.949
10	0.984	100	0.874	190	0.217	280	0.991
20	0.956	110	0.773	200	0.210	290	0.993
30	0.927	120	0.626	210	0.239	300	0.971
40	0.925	130	0.475	220	0.351	310	0.948
50	0.948	140	0.351	230	0.475	320	0.925
60	0.971	150	0.239	240	0.626	330	0.927
70	0.993	160	0.210	250	0.773	340	0.956
80	0.991	170	0.217	260	0.874	350	0.984

**Additional Azimuths**

Degree	V <sub>A</sub>
325	0.921
285	0.999
075	0.999
035	0.921

**Parties to the  
Application (0)**

Information not provided.

**Attributable Interest**

Section	Question	Response
<b>Equity and Financial Interests</b>	Applicant certifies that equity and financial interests not set forth by the applicant parties are non-attributable.	Yes
<b>Other Authorizations</b>	Does the applicant or any party to the application have an attributable interest in any other broadcast station(s).	N/A

**Construction  
Permit  
Certifications**

Section	Question	Response
<p><b>Post-Incentive Auction Expedited Processing</b></p>	<p>It will operate on the DTV channel for this station as established in the post-incentive auction channel reassignment public notice.</p>	
	<p>It will operate post-incentive auction facilities that do not expand the noise-limited service contour in any direction beyond that established by the post-incentive auction channel reassignment public notice.</p>	
	<p>It will operate post-incentive auction facilities that match or reduce by no more than five percent with respect to predicted population from those defined in the post-incentive auction channel reassignment public notice.</p>	
	<p>The antenna structure to be used by this facility has been registered by the Commission and will not require re-registration to support the proposed antenna, OR the FAA has previously determined that the proposed structure will not adversely affect safety in air navigation and this structure qualifies for later registration under the Commission's phased registration plan, OR the proposed installation on this structure does not require notification to the FAA pursuant to 47 C.F.R. Section 17.7.</p>	
<p><b>Environmental Effect</b></p>	<p>Would a Commission grant of Authorization for this location be an action which may have a significant environmental effect? (See 47 C.F.R. Section 1.1306)</p>	<p>No</p>
<p><b>Broadcast Facility</b></p>	<p>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)</p>	<p>Yes</p>

**Legal  
Certifications**

Section	Question	Response
<b>Character Issues</b>	<p>Applicant certifies that neither applicant nor any party to the application has or had any interest in, or connection with:</p> <p>(a) any broadcast application in any proceeding where character issues were left in unresolved or were resolved adversely against the applicant or party to the application; or</p> <p>(b) any pending broadcast application in which character issues have been raised.</p>	Yes
<b>Adverse Findings</b>	<p>Has the Applicant or any party to this application had an adverse finding or an adverse final action taken by any court or administrative body in a civil or criminal proceeding brought under any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?</p>	No
<b>Program Service Certification</b>	<p>Applicant certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.</p>	Yes
<b>Local Public Notice</b>	<p>Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.</p>	Yes
<b>Equal Employment Opportunity (EEO)</b>	<p>If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report.</p>	N/A
<b>Auction Authorization</b>	<p>If the application is being submitted to obtain a construction permit for which the applicant was the winning bidder in an auction, then the applicant certifies, pursuant to 47 C.F.R. Section 73.5005(a), that it has attached an exhibit containing the information required by 47 C.F.R. Sections 1.2107(d), 1.2110(i), 1.2112(a) and 1.2112(b), if applicable.</p>	N/A
<b>Rebroadcast Certification</b>	<p>(For Applicants proposing rebroadcasts that are not the licensee of the primary station) Applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.</p>	N/A

**Certification**

Section	Question	Response
<p><b>General Certification Statements</b></p>	<p>The Applicant waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by authorization or otherwise, and requests an Authorization in accordance with this application (See Section 304 of the Communications Act of 1934, as amended.).</p>	
	<p>The Applicant certifies that neither the Applicant nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. §862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR §1.2002(b), for the definition of "party to the application" as used in this certification §1.2002 (c). The Applicant certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.</p>	
<p><b>Authorized Party to Sign</b></p>	<p><b>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</b></p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	<p>I certify that this application includes all required and relevant attachments.</p>	<p>Yes</p>
	<p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>	<p><b>Marcus Lamb</b> <i>President</i></p> <p>06/05/2020</p>

## Attachments

File Name	Uploaded By	Attachment Type	Description
<a href="#"><u>Displacement.pdf</u></a>	Applicant	All Purpose	Displacement Statement and Study Statements
<a href="#"><u>KDTS-LD Amendment Purpose.pdf</u></a>	Applicant	Amendment	Description of Amendment (May 2019)
<a href="#"><u>KDTS-LD &amp; Sharees Environmental Impact &amp; Radio Frequency Radiation Statement for Channel 14 Antenna Substitution &amp; Small Change of Height at Sutro Tower v1.pdf</u></a>	Applicant	Technical Certifications	Environmental Impact & Radio Frequency Radiation
<a href="#"><u>KDTS-LD &amp; Sharees – RFS EPR8A470476LD3S 90dRot 1dEBT 249mAGL – tvixstudy – 6-4-2020.pdf</u></a>	Applicant	Technical Certifications	KDTS-LD & Sharees TVStudy Showing of No New IX
<a href="#"><u>KDTS-LD &amp; Sharees Statement of Purpose for Channel 14 Construction Permit Modification Application v2.pdf</u></a>	Applicant	Antenna Technical Data	Description of CP Modification (June 2020)
<a href="#"><u>KDTS-LD TV Study 5 29 2019.pdf</u></a>	Applicant	All Purpose	TV Study
<a href="#"><u>San Francisco Joint Request.pdf</u></a>	Applicant	All Purpose	Joint Request for Settlement and Approval of Channel Share

## Displacement

KDTS-LP, Channel 8, San Francisco, is displaced by KVIE, Sacramento, Channel 9, even using a full service mask filter. See below.

## Discrepancy In Study

When we ran the study, it showed interference to KKPX-TV, channel 14, San Jose. However, KKPX has been granted a move to channel 33 under 0000029965 applied for on 12/07/2017 and granted 03/12/2018. We will wait till KKPX moves to channel 33 before we begin operation on channel 14.

## Distance Between Sites

The distance between the two site is 30.11 miles which rounds to the required 30 miles.

*Study created: 2018.04.10 11:10:57*

*Study build station data: LMS TV 2018-03-31 (46)*

*Proposal: KDTS-LD D8 LD LIC SAN FRANCISCO, CA  
File number: BLDVL20110107ADR  
Facility ID: 167032  
Station data: User record  
Record ID: 1211  
Country: U.S.*

*Build options:*

*Protect pre-transition records not on baseline channel  
Protect baseline records from LPTV*

*Stations potentially affected by proposal:*

<i>IX</i>	<i>Call</i>	<i>Chan</i>	<i>Svc</i>	<i>Status</i>	<i>City, State</i>	<i>File Number</i>	<i>Distance</i>
<i>No</i>	<i>KAIL</i>	<i>D7</i>	<i>DT</i>	<i>APP</i>	<i>FRESNO, CA</i>	<i>BLANK0000035715</i>	<i>235.9 km</i>
<i>No</i>	<i>KAIL</i>	<i>D7</i>	<i>DT</i>	<i>LIC</i>	<i>FRESNO, CA</i>	<i>BLCDT20021002ABH</i>	<i>235.9</i>
<i>No</i>	<i>KAIL</i>	<i>D7</i>	<i>DT</i>	<i>CP</i>	<i>FRESNO, CA</i>	<i>BPCDT20100401ABQ</i>	<i>235.9</i>
<i>No</i>	<i>KOTR-LD</i>	<i>D7</i>	<i>LD</i>	<i>LIC</i>	<i>MONTEREY, CA</i>	<i>BLDVL20140916ABL</i>	<i>145.3</i>
<i>Yes</i>	<i>KRON-TV</i>	<i>D7</i>	<i>DT</i>	<i>CP</i>	<i>SAN FRANCISCO, CA</i>	<i>BLANK0000029842</i>	<i>51.0</i>
<i>Yes</i>	<i>KGO-TV</i>	<i>D7</i>	<i>DT</i>	<i>LIC</i>	<i>SAN FRANCISCO, CA</i>	<i>BLCDT20090824ADG</i>	<i>51.0</i>
<i>Yes</i>	<i>KRON-TV</i>	<i>D7</i>	<i>DT</i>	<i>BL</i>	<i>SAN FRANCISCO, CA</i>	<i>DTVBL65526</i>	<i>51.0</i>
<i>No</i>	<i>KRNV-DT</i>	<i>D7</i>	<i>DT</i>	<i>LIC</i>	<i>RENO, NV</i>	<i>BLCDT20131112BLB</i>	<i>235.8</i>
<i>No</i>	<i>KQSL</i>	<i>D8</i>	<i>DT</i>	<i>LIC</i>	<i>FORT BRAGG, CA</i>	<i>BLCDT20090610AAS</i>	<i>247.5</i>
<i>No</i>	<i>K08NH</i>	<i>N8z</i>	<i>TX</i>	<i>LIC</i>	<i>OROVILLE, CA</i>	<i>BLTVL20020618AAT</i>	<i>176.7</i>

No	KVFR-LD	D8	LD	CP	REDDING, CA	BLANK0000018008	311.4
No	KVFR-LD	D8	LD	LIC	REDDING, CA	BLDVL20090908ADG	305.0
Yes	KSBW	D8	DT	LIC	SALINAS, CA	BLCDT20090901ACY	131.1
No	KKDJ-LP	N8z	TX	LIC	SANTA MARIA, CA	BLTVL20070508AAI	365.2
No	KKDJ-LP	D8	LD	CP	SANTA MARIA, CA	BDFCDVL20090824AGZ	365.2
Yes	KOLO-TV	D8	DT	LIC	RENO, NV	BLCDT20090612ABN	235.7
Yes	KVIE	D9	DT	APP	SACRAMENTO, CA	BLANK0000035686	54.4
Yes	KVIE	D9	DT	LIC	SACRAMENTO, CA	BMLEDT20100913ABV	54.4

No non-directional AM stations found within 0.8 km

No directional AM stations found within 3.2 km

Record parameters as studied:

Channel: D8  
Mask: Stringent  
Latitude: 37 53 33.70 N (NAD83)  
Longitude: 121 53 56.80 W  
Height AMSL: 1101.0 m  
HAAT: 0.0 m  
Peak ERP: 0.220 kW  
Antenna: SCA-CL-713 ARRAY (ID 79715) 65.0 deg  
Elev Pattn: Generic

48.0 dBu contour:

Azimuth	ERP	HAAT	Distance
0.0 deg	0.000 kW	923.8 m	3.9 km
45.0	0.004	937.4	33.7
90.0	0.002	953.8	29.4
135.0	0.000	597.2	3.7
180.0	0.000	796.7	3.8
225.0	0.003	800.6	30.3
270.0	0.089	902.6	57.9
315.0	0.000	996.4	3.9

Database HAAT does not agree with computed HAAT

Database HAAT: 0 m Computed HAAT: 864 m

Distance to Canadian border: 1156.0 km

Distance to Mexican border: 713.6 km

Conditions at FCC monitoring station: Livermore CA

Bearing: 145.7 degrees Distance: 22.6 km

Proposal is not within the West Virginia quiet zone area

Conditions at Table Mountain receiving zone:

Bearing: 75.0 degrees Distance: 1456.6 km

Study cell size: 1.00 km

Profile point spacing: 1.00 km

Maximum new IX to full-service and Class A: 0.50%

Maximum new IX to LPTV: 2.00%

\*\*IX check failure to BLCDT20090901ACY LIC scenario 1, 1.28% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 2, 1.28% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 3, 1.27% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 4, 1.27% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 5, 1.27% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 6, 1.27% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 7, 1.28% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 8, 1.28% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 9, 1.27% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 10, 1.27% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 11, 1.27% interference caused  
\*\*IX check failure to BLCDT20090901ACY LIC scenario 12, 1.27% interference caused  
\*\*MX with BLANK0000035686 APP scenario 1, 8.92% interference caused  
\*\*IX check failure to BMLEDT20100913ABV LIC scenario 1, 8.59% interference caused

---- Below is IX received by proposal BLDVL20110107ADR ----

\*\*MX with BLANK0000035686 APP scenario 1, 5.73% interference received

Proposal receives 5.64% interference from scenario 2

tvstudy v2.2.5 (4uoc83)  
Database: 127.0.0.1, Study: BLANK0000052106 #111, Model: Longley-Rice  
Start: 2020.06.04 16:53:29

Study created: 2020.06.04 16:53:29

Study build station data: LMS TV 2020-06-04

Proposal: KDTS-LD D14 LD CP SAN FRANCISCO, CA  
File number: BLANK0000052106  
Facility ID: 167032  
Station data: User record  
Record ID: 85  
Country: U.S.

Build options:  
Protect pre-transition records not on baseline channel

Individual records excluded:  
0000074648 KMMC-LD D14 LD CP SAN FRANCISCO, CA BLANK0000074648  
0000075058 KQTA-LD D14 LD CP SAN FRANCISCO, CA BLANK0000075058

Stations potentially affected by proposal:

IX	Call	Chan	Svc	Status	City, State	File Number	Distance
No	KVIQ-LD	D14	LD	LIC	EUREKA, CA, CA	BLANK0000034113	355.0 km
No	KJEO-LD	D14	LD	LIC	FRESNO, CA	BLANK0000093724	301.9
No	K14HX-D	D14	LD	LIC	LAKEHEAD, CA	BLDTT20080826AAP	351.1
No	K14PC-D	D14	LD	CP	MONTEREY, CA	BNPDTL20100728AEU	137.3
Yes	K14SI-D	D14	LD	LIC	MONTEREY, CA	BLANK0000105351	139.3
Yes	KSAO-LD	D14	LD	LIC	SACRAMENTO, CA	BLANK0000112334	154.4
No	K48LA-D	D14	LD	CP	SOUTH LAKE TAHOE, CA	BLANK0000054405	279.2
Yes	KMMW-LD	D14	LD	CP	STOCKTON, CA	BLANK0000105750	156.7
No	K14ST-D	D14	LD	CP	SILVER SPRINGS, NV	BLANK0000071884	334.9
No	KNRC-LD	D14	LD	LIC	SPARKS, NV	BLDTL20100910AEI	307.1
No	K14JY-D	D14	LD	LIC	WALKER LAKE, NV	BLDTT20111128DZW	352.7
No	KBSV	D15	DT	APP	CERES, CA	BLANK0000072220	132.8
Yes	KBSV	D15	DT	LIC	CERES, CA	BLEDT20090213AAZ	98.9
No	K15FJ	N15+	TX	LIC	LAKEPORT, CA	BLTTL20011115ACR	139.9
No	K15CU-D	D15	LD	LIC	SALINAS, CA	BLDTL20140730AEK	139.3
No	KYUB-LD	D15	LD	CP	YUBA CITY, CA	BLANK0000054788	170.3

No non-directional AM stations found within 0.8 km

No directional AM stations found within 3.2 km

Record parameters as studied:

Channel: D14  
Mask: Full Service  
Latitude: 37 45 19.00 N (NAD83)  
Longitude: 122 27 10.00 W  
Height AMSL: 503.3 m  
HAAT: 479.0 m  
Peak ERP: 15.0 kW  
Antenna: EPR8A470476LD3S 90.0 deg  
Elev Pattn: Generic

48.7 dBu contour:

Azimuth	ERP	HAAT	Distance
0.0 deg	13.5 kW	477.1 m	66.3 km
45.0	13.2	496.4	66.7
90.0	15.0	497.1	67.6
135.0	13.2	486.1	66.4
180.0	13.5	385.8	62.1
225.0	2.56	496.3	56.7
270.0	0.787	497.2	49.7
315.0	2.56	495.7	56.7

Distance to Canadian border: 1167.0 km

Distance to Mexican border: 731.2 km

Conditions at FCC monitoring station: Livermore CA  
Bearing: 92.9 degrees Distance: 61.5 km

Proposal is not within the West Virginia quiet zone area

Conditions at Table Mountain receiving zone:  
Bearing: 74.6 degrees Distance: 1507.5 km

No land mobile station failures found

Study cell size: 1.00 km  
Profile point spacing: 1.00 km

Maximum new IX to full-service and Class A: 0.50%  
Maximum new IX to LPTV: 2.00%

-----  
Interference to BLANK0000105351 LIC scenario 1

Desired:	Call	Chan	Svc	Status	City, State	File Number	Distance
	K14SI-D	D14	LD	LIC	MONTEREY, CA	BLANK0000105351	
Undesireds:	KDTS-LD	D14	LD	CP	SAN FRANCISCO, CA	BLANK0000052106	139.3 km
	KJEO-LD	D14	LD	LIC	FRESNO, CA	BLANK0000093724	197.6
	K14PC-D	D14	LD	CP	MONTEREY, CA	BNPDTL20100728AEU	44.7
	KMMW-LD	D14	LD	CP	STOCKTON, CA	BLANK0000105750	166.3
	KBSV	D15	DT	APP	CERES, CA	BLANK0000072220	104.4
	K15CU-D	D15	LD	LIC	SALINAS, CA	BLDTL20140730AEK	0.0

Service area	Terrain-limited	IX-free, before	IX-free, after	Percent New IX
4528.7	414,682	3794.4	379,768	2822.1 181,323
				2821.1 181,323
				0.04 0.00

Undesired	Total IX	Unique IX, before	Unique IX, after
KDTS-LD D14 LD CP	6.0	1,761	1.0 0
KJEO-LD D14 LD LIC	1.0	0	1.0 0
K14PC-D D14 LD CP	412.4	13,415	376.2 12,196
KMMW-LD D14 LD CP	5.0	0	3.0 0
K15CU-D D15 LD LIC	592.1	186,249	553.9 185,030
			548.9 183,269

-----  
Interference to BLANK0000112334 LIC scenario 1

Desired:	Call	Chan	Svc	Status	City, State	File Number	Distance
	KSAO-LD	D14	LD	LIC	SACRAMENTO, CA	BLANK0000112334	
Undesireds:	KDTS-LD	D14	LD	CP	SAN FRANCISCO, CA	BLANK0000052106	154.4 km
	KMMW-LD	D14	LD	CP	STOCKTON, CA	BLANK0000105750	67.2
	KBSV	D15	DT	APP	CERES, CA	BLANK0000072220	118.3

Service area	Terrain-limited	IX-free, before	IX-free, after	Percent New IX
3091.4	1,728,543	3064.5	1,726,226	2923.0 1,718,976
				2920.0 1,718,706
				0.10 0.02

Undesired	Total IX	Unique IX, before	Unique IX, after
KDTS-LD D14 LD CP	3.0	270	3.0 270
KMMW-LD D14 LD CP	141.5	7,250	141.5 7,250

-----  
Interference to BLANK0000105750 CP scenario 1

Desired:	Call	Chan	Svc	Status	City, State	File Number	Distance
	KMMW-LD	D14	LD	CP	STOCKTON, CA	BLANK0000105750	
Undesireds:	KDTS-LD	D14	LD	CP	SAN FRANCISCO, CA	BLANK0000052106	156.7 km
	KJEO-LD	D14	LD	LIC	FRESNO, CA	BLANK0000093724	198.7
	KSAO-LD	D14	LD	LIC	SACRAMENTO, CA	BLANK0000112334	67.2

KBSV	D15	DT	APP	CERES, CA	BLANK0000072220	62.4			
Service area	Terrain-limited		IX-free, before		IX-free, after		Percent New IX		
7036.4	1,055,759	6730.2	1,049,635	6690.0	1,049,476	6689.0	1,049,476	0.02	0.00
Undesired	Total IX		Unique IX, before		Unique IX, after				
KDTS-LD D14 LD CP	1.0	0	0	0	1.0	0			
KJEO-LD D14 LD LIC	5.1	0	5.1	0	5.1	0			
KSAO-LD D14 LD LIC	35.2	159	35.2	159	35.2	159			

-----  
Interference to BLEDT20090213AAZ LIC scenario 1

Desired:	Call	Chan	Svc	Status	City, State	File Number	Distance		
	KBSV	D15	DT	LIC	CERES, CA	BLEDT20090213AAZ			
Undesireds:	KDTS-LD	D14	LD	CP	SAN FRANCISCO, CA	BLANK0000052106	98.9 km		
	KEZT-CD	D14	DC	BL	SACRAMENTO, CA	DTVBL52891	118.0		
	KKPX-TV	D14	DT	BL	SAN JOSE, CA	DTVBL22644	95.6		
	KSBY	D15	DT	LIC	SAN LUIS OBISPO, CA	BLCDT20081118AEW	247.1		
Service area	Terrain-limited		IX-free, before		IX-free, after		Percent New IX		
9519.8	1,356,966	8427.8	1,264,764	8373.5	1,264,647	8373.5	1,264,647	0.00	0.00

Undesired	Total IX		Unique IX, before		Unique IX, after	
KDTS-LD D14 LD CP	2.0	0	0	0	0.0	0
KEZT-CD D14 DC BL	1.0	0	1.0	0	1.0	0
KKPX-TV D14 DT BL	9.1	12	8.1	12	7.1	12
KSBY D15 DT LIC	45.2	105	44.1	105	43.1	105

-----  
Interference to proposal scenario 1

Desired:	Call	Chan	Svc	Status	City, State	File Number	Distance
	KDTS-LD	D14	LD	CP	SAN FRANCISCO, CA	BLANK0000052106	
Undesireds:	KJEO-LD	D14	LD	LIC	FRESNO, CA	BLANK0000093724	301.9 km
	K14PC-D	D14	LD	CP	MONTEREY, CA	BNPDTL20100728AEU	137.3
	K14SI-D	D14	LD	LIC	MONTEREY, CA	BLANK0000105351	139.3
	KSAO-LD	D14	LD	LIC	SACRAMENTO, CA	BLANK0000112334	154.4
	KMMW-LD	D14	LD	CP	STOCKTON, CA	BLANK0000105750	156.7
	KBSV	D15	DT	APP	CERES, CA	BLANK0000072220	132.8

Service area	Terrain-limited		IX-free		Percent IX	
11912.7	5,425,571	9461.2	4,639,353	9306.8	4,619,705	1.63 0.42
Undesired	Total IX		Unique IX		Prcnt Unique IX	
KJEO-LD D14 LD LIC	4.0	0	0.0	0	0.00	0.00
K14PC-D D14 LD CP	1.0	0	1.0	0	0.01	0.00
K14SI-D D14 LD LIC	1.0	0	1.0	0	0.01	0.00
KSAO-LD D14 LD LIC	115.0	10,567	23.2	2,907	0.25	0.06
KMMW-LD D14 LD CP	128.1	16,741	37.3	9,081	0.39	0.20

227 Central Avenue  
Metuchen, NJ 08840-1242  
(732) 494-6400 Phone  
(732) 494-6401 Fax

**Merrill Weiss Group** LLC

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*Consultants in Electronic Media Technology / Management*

## **Environmental Impact & Radio Frequency Radiation**

### **Application for Minor Modification of a Construction Permit – Antenna Substitution & Height Change Word of God Fellowship, Inc. & Sharees KDTS-LD, San Francisco, CA File Number: 000052106**

#### **Environmental Impact and Radio Frequency Radiation**

None of the conditions specified in Section 1.1307 of the FCC rules that would require the preparation of an Environmental Assessment pertain with respect to the proposed modified facility. In particular, because the proposed facility will remain installed on a tower at an existing site, the proposed operation does not implicate many of the causes for further investigation and preparation of further reports.

With respect to Radio Frequency Radiation exposure, OET Bulletin No. 65 provides methods for evaluating the level of exposure for both employees (occupational/controlled situations) and non-employees (general population/uncontrolled situations). The combination of the antenna radiation pattern, as provided in the manufacturer's technical specifications, with the antenna height above ground level and the operating power level indicate that the potential exposure would be less than 5 percent of the Maximum Permissible Exposure (MPE) limit for general population/uncontrolled situations at the site.

To be precise, OET-65 methods produce an exposure estimate of approximately 0.0677 percent of the limit for general population/uncontrolled situations. Since the facility has calculated exposure values of less than 5 percent of the relevant exposure limit, it is categorically excluded from requirements for detailed RF exposure analyses of the site.

Notwithstanding the foregoing, Word of God Fellowship, Inc. and its sharees recognize their responsibility for the safety and health of employees and contractors when exposed to RF radiation conditions. They will take the steps necessary to assure that personnel working in their facilities and on the tower and antennas are protected from exposure to RF radiation levels exceeding those specified in the Commission's rules. They will work cooperatively with other users of the site to assure a safe working environment for all. Added steps to be taken may include measurements and monitoring as well as power reduction or turning off the transmitter, if necessary to ensure a safe working environment.

227 Central Avenue  
Metuchen, NJ 08840-1242  
(732) 494-6400 Phone  
(732) 494-6401 Fax

## **Merrill Weiss Group** LLC

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### **Purpose of CP Modification Application**

#### **Application for Minor Modification of a Construction Permit – Antenna Substitution & Height Change Word of God Fellowship, Inc. & Sharees KDTS-LD, San Francisco, CA File Number: 0000052106**

#### **Purpose of Construction Permit Modification Application**

The purpose of the associated Construction Permit Modification Application is to change the antenna manufacturer and model number, to change from a non-directional to a directional antenna, and to change the antenna height by a small amount. The antenna change to a directional pattern is to permit savings in the transmitter power needed, taking advantage of the facility's location near the Pacific Ocean. The change in antenna height is a result of final adjustments of mounting positioning for the antenna, given a need to apply mounting hardware between structural elements in the tower stack.

#### **Television Broadcast Station Interference Study**

To demonstrate that the modification of the antenna pattern will not cause impermissible interference to other television broadcast stations, an updated analysis using TVStudy was conducted. A copy is attached in file <KDTS-LD & Sharees – RFS EPR8A470476LD3S 90dRot 1dEBT 249mAGL – tvixstudy – 6-4-2020.pdf>.

#### **Land Mobile Radio Interference Condition**

The construction permit issued to KDTS-LD includes a condition requiring that it identify and eliminate any interference to Land Mobile Radio (LMR) operations in the 460 – 470 MHz band prior to applying for Program Test Authority (PTA) and that PTA will not be granted until a showing to that effect is made to the FCC. KDTS-LD is cognizant of the requirement and will be commencing testing with LMR operators upon completion of construction of its Channel 14 facilities as they are expected to be authorized per the modification covered by the current application.

1 tvstudy v2.2.5 (4uoc83)  
2 Database: 127.0.0.1, Study: BLANK0000052106 #377, Model: Longley-Rice  
3 Start: 2019.05.29 13:35:48

4  
5 Study created: 2019.05.29 13:35:48

6  
7 Study build station data: LMS TV 2019-05-14

8  
9 Proposal: KDTS-LD D14 LD APP SAN FRANCISCO, CA  
10 File number: BLANK0000052106  
11 Facility ID: 167032  
12 Station data: User record  
13 Record ID: 173  
14 Country: U.S.

15  
16 Build options:  
17 Protect pre-transition records not on baseline channel

18  
19 Stations potentially affected by proposal:

20	21	IX	Call	Chan	Svc	Status	City, State	File Number	Distance
22	No	KVIQ-LD	D14	LD	LIC	Eureka, ca, CA	BLANK0000034113		355.0 km
23	No	KJEO-LD	D14	LD	CP	FRESNO, CA	BLANK0000053775		277.2
24	No	K14HX-D	D14	LD	LIC	LAKEHEAD, CA	BLDTT20080826AAP		351.1
25	No	K14PC-D	D14	LD	CP	MONTEREY, CA	BNPDTL20100728AEU		137.3
26	Yes	K46LG-D	D14	LD	CP	MONTEREY, CA	BLANK0000054315		139.3
27	Yes	KSAO-LD	D14	LD	CP	SACRAMENTO, CA	BLANK0000053702		154.4
28	Yes	KMMC-LD	D14	LD	APP	SAN FRANCISCO, CA	BLANK0000053901		7.8
29	Yes	KQTA-LD	D14	LD	APP	San Francisco, CA	BLANK0000054596		0.0
30	No	K48LA-D	D14	LD	CP	SOUTH LAKE TAHOE, CA	BLANK0000054405		279.2
31	Yes	KMMW-LD	D14	LD	CP	STOCKTON, CA	BLANK0000054670		156.7
32	No	K50LN-D	D14	LD	APP	SILVER SPRINGS, NV	BLANK0000071884		334.9
33	No	KNRC-LD	D14	LD	LIC	SPARKS, NV	BLDTL20100910AEI		307.1
34	No	K14JY-D	D14	LD	LIC	WALKER LAKE, NV	BLDTT20111128DZW		352.7
35	No	KBSV	D15	DT	APP	CERES, CA	BLANK0000072220		132.8
36	Yes	KBSV	D15	DT	LIC	CERES, CA	BLEDT20090213AAZ		98.9
37	No	K15FJ	N15+	TX	LIC	LAKEPORT, CA	BLTTL20011115ACR		139.9
38	No	K15CU-D	D15	LD	LIC	SALINAS, CA	BLDTL20140730AEK		139.3
39	No	KYUB-LD	D15	LD	CP	Yuba City, CA	BLANK0000054788		170.3

40  
41 No non-directional AM stations found within 0.8 km

42  
43 No directional AM stations found within 3.2 km

44  
45 Record parameters as studied:

46 Channel: D14  
47 Mask: Full Service  
48 Latitude: 37 45 19.00 N (NAD83)  
49 Longitude: 122 27 10.00 W  
50 Height AMSL: 498.2 m  
51 HAAT: 0.0 m  
52 Peak ERP: 15.0 kW  
53 Antenna: Omnidirectional  
54 Elev Pattnr: Generic

55  
56  
57 48.7 dBu contour:  
58 Azimuth ERP HAAT Distance  
59 0.0 deg 15.0 kW 472.0 m 66.8 km  
60 45.0 15.0 491.3 67.4  
61 90.0 15.0 492.0 67.4  
62 135.0 15.0 481.0 67.1  
63 180.0 15.0 380.7 62.4  
64 225.0 15.0 491.2 67.4  
65 270.0 15.0 492.1 67.4  
66 315.0 15.0 490.6 67.4

67  
68 Database HAAT does not agree with computed HAAT  
69 Database HAAT: 0 m Computed HAAT: 474 m

70  
71 Distance to Canadian border: 1167.0 km

72  
73 Distance to Mexican border: 731.2 km

74  
75 Conditions at FCC monitoring station: Livermore CA  
76 Bearing: 92.9 degrees Distance: 61.5 km

77  
78 Proposal is not within the West Virginia quiet zone area

79  
80 Conditions at Table Mountain receiving zone:  
81 Bearing: 74.6 degrees Distance: 1507.5 km

82  
83 No land mobile station failures found

84  
85  
86 Study cell size: 1.00 km

87 Profile point spacing: 1.00 km  
 88  
 89 Maximum new IX to full-service and Class A: 0.50%  
 90 Maximum new IX to LPTV: 2.00%  
 91  
 92  
 93

-----  
 94 Interference to BLANK0000054315 CP scenario 1  
 95

	Call	Chan	Svc	Status	City, State	File Number	Distance
96	Desired:	K46LG-D	D14	LD CP	MONTEREY, CA	BLANK0000054315	
97							
98	Undesireds:	KDTS-LD	D14	LD APP	SAN FRANCISCO, CA	BLANK0000052106	139.3 km
99		KJEO-LD	D14	LD CP	FRESNO, CA	BLANK0000053775	187.3
100		K14PC-D	D14	LD CP	MONTEREY, CA	BNPDTL20100728AEU	44.7
101		KMMC-LD	D14	LD APP	SAN FRANCISCO, CA	BLANK0000053901	132.3
102		KQTA-LD	D14	LD APP	San Francisco, CA	BLANK0000054596	139.3
103		KMMW-LD	D14	LD CP	STOCKTON, CA	BLANK0000054670	166.3
104		KBSV	D15	DT APP	CERES, CA	BLANK0000072220	104.4
105		K15CU-D	D15	LD LIC	SALINAS, CA	BLDTL20140730AEK	0.0
106							
107							

Service area	Terrain-limited	IX-free, before	IX-free, after	Percent New IX
4528.7	414,682	3794.4 379,768	2812.0 181,323	0.00 0.00

Undesired	Total IX	Unique IX, before	Unique IX, after
KDTS-LD D14 LD APP	6.0	1,761	0.0 0
KJEO-LD D14 LD CP	1.0	0	1.0 0
K14PC-D D14 LD CP	412.4	13,415	376.2 12,196
KMMC-LD D14 LD APP	21.1	3,526	8.0 0
KQTA-LD D14 LD APP	6.0	1,761	0.0 0
KMMW-LD D14 LD CP	6.0	0	3.0 0
K15CU-D D15 LD LIC	592.1	186,249	542.9 180,946

-----  
 121 Interference to BLANK0000053702 CP scenario 1  
 122

	Call	Chan	Svc	Status	City, State	File Number	Distance
123	Desired:	KSAO-LD	D14	LD CP	SACRAMENTO, CA	BLANK0000053702	
124							
125	Undesireds:	KDTS-LD	D14	LD APP	SAN FRANCISCO, CA	BLANK0000052106	154.4 km
126		KMMC-LD	D14	LD APP	SAN FRANCISCO, CA	BLANK0000053901	158.3
127		KQTA-LD	D14	LD APP	San Francisco, CA	BLANK0000054596	154.4
128		KMMW-LD	D14	LD CP	STOCKTON, CA	BLANK0000054670	67.2
129		KBSV	D15	DT APP	CERES, CA	BLANK0000072220	118.3
130		K15CX-D	D15	LD LIC	OROVILLE, CA	BLANK0000069527	99.7
131		KNPB	D15	LD APP	RENO, NV	BDRTEDT20090825BIO	124.8
132							
133							

Service area	Terrain-limited	IX-free, before	IX-free, after	Percent New IX
4381.2	1,815,860	4312.4 1,806,443	3645.2 1,772,132	0.00 0.00

Undesired	Total IX	Unique IX, before	Unique IX, after
KDTS-LD D14 LD APP	29.9	9,339	0.0 0
KMMC-LD D14 LD APP	11.0	3,537	2.0 135
KQTA-LD D14 LD APP	29.9	9,339	19.9 5,700
KMMW-LD D14 LD CP	639.2	26,239	634.2 24,750

-----  
 144 Interference to BLANK0000053901 APP scenario 1  
 145

	Call	Chan	Svc	Status	City, State	File Number	Distance
146	Desired:	KMMC-LD	D14	LD APP	SAN FRANCISCO, CA	BLANK0000053901	
147							
148	Undesireds:	KDTS-LD	D14	LD APP	SAN FRANCISCO, CA	BLANK0000052106	7.8 km
149		KJEO-LD	D14	LD CP	FRESNO, CA	BLANK0000053775	273.8
150		K14PC-D	D14	LD CP	MONTEREY, CA	BNPDTL20100728AEU	129.6
151		K46LG-D	D14	LD CP	MONTEREY, CA	BLANK0000054315	132.3
152		KSAO-LD	D14	LD CP	SACRAMENTO, CA	BLANK0000053702	158.3
153		KQTA-LD	D14	LD APP	San Francisco, CA	BLANK0000054596	7.8
154		KMMW-LD	D14	LD CP	STOCKTON, CA	BLANK0000054670	157.5
155		KBSV	D15	DT APP	CERES, CA	BLANK0000072220	130.5
156							
157							

Service area	Terrain-limited	IX-free, before	IX-free, after	Percent New IX
12611.8	5,512,424	10286.0 4,828,621	2431.4 1,101,368	0.00 0.00

Undesired	Total IX	Unique IX, before	Unique IX, after
KDTS-LD D14 LD APP	7830.4	3,721,697	0.0 0
KJEO-LD D14 LD CP	6.1	1,114	1.0 1,114
K14PC-D D14 LD CP	4.0	41	1.0 0
K46LG-D D14 LD CP	1.0	0	0.0 0
KSAO-LD D14 LD CP	61.6	12,008	11.1 3,773
KQTA-LD D14 LD APP	7830.4	3,721,697	7759.8 3,701,620
KMMW-LD D14 LD CP	62.6	19,202	3.0 652

-----  
 171 Interference to BLANK0000054596 APP scenario 1  
 172

\*\*MX: 42.14% interference caused

File Number	Distance
BLANK0000054596	
BLANK0000052106	0.0 km
BLANK0000053775	277.2
BNPDTL20100728AEU	137.3
BLANK0000054315	139.3
BLANK0000053702	154.4
BLANK0000053901	7.8
BLANK0000054670	156.7
BLANK0000072220	132.8

Service area	Terrain-limited	IX-free, before	IX-free, after	Percent New IX
13943.7	5,494,892	11316.0	4,685,295	2817.9 857,665
				1931.7 496,264
				31.45 42.14

Undesired	Total IX	Unique IX, before	Unique IX, after
KDTS-LD D14 LD APP	9384.3	4,189,031	886.1 361,401
KJEO-LD D14 LD CP	8.1	2	0.0 0
K14PC-D D14 LD CP	1.0	0	0.0 0
K46LG-D D14 LD CP	1.0	0	0.0 0
KSAO-LD D14 LD CP	144.3	10,570	5.1 123
KMMC-LD D14 LD APP	8481.0	3,826,637	8300.4 3,799,819
KMMW-LD D14 LD CP	167.5	25,526	2.0 49

-----  
Interference to BLANK0000054670 CP scenario 1

File Number	Distance
BLANK0000054670	
BLANK0000052106	156.7 km
BLANK0000053775	162.7
BLANK0000054315	166.3
BLANK0000053702	67.2
BLANK0000053901	157.5
BLANK0000054596	156.7
BLANK0000072220	62.4

Service area	Terrain-limited	IX-free, before	IX-free, after	Percent New IX
8618.8	1,109,593	8287.6	1,100,559	7878.6 1,083,740
				7878.6 1,083,740
				0.00 0.00

Undesired	Total IX	Unique IX, before	Unique IX, after
KDTS-LD D14 LD APP	5.0	91	0.0 0
KJEO-LD D14 LD CP	4.1	0	4.1 0
K46LG-D D14 LD CP	3.0	46	0.0 0
KSAO-LD D14 LD CP	393.8	16,698	392.8 16,698
KMMC-LD D14 LD APP	9.1	121	5.1 18
KQTA-LD D14 LD APP	5.0	91	2.0 0

-----  
Interference to BLEDT20090213AAZ LIC scenario 1

File Number	Distance
BLEDT20090213AAZ	
BLANK0000052106	98.9 km
DTVBL52891	118.0
DTVBL22644	95.6
BLANK0000001629	329.0
BLCDT20081118AEW	247.1

Service area	Terrain-limited	IX-free, before	IX-free, after	Percent New IX
9519.8	1,356,966	8427.8	1,264,764	8373.5 1,264,647
				8373.5 1,264,647
				0.00 0.00

Undesired	Total IX	Unique IX, before	Unique IX, after
KDTS-LD D14 LD APP	2.0	0	0.0 0
KEZT-CD D14 DC BL	1.0	0	1.0 0
KKPX-TV D14 DT BL	9.1	12	8.1 12
KSBY D15 DT LIC	45.2	105	44.1 105

-----  
Interference to BLEDT20090213AAZ LIC scenario 2

File Number	Distance
BLEDT20090213AAZ	
BLANK0000052106	98.9 km
DTVBL52891	118.0
DTVBL22644	95.6
BLANK0000035875	329.0
BLCDT20081118AEW	247.1

Service area	Terrain-limited	IX-free, before	IX-free, after	Percent New IX
9519.8	1,356,966	8427.8	1,264,764	8373.5 1,264,647
				8373.5 1,264,647
				0.00 0.00

	Undesired		Total IX	Unique IX, before	Unique IX, after
259	KDTS-LD D14 LD APP	2.0	0		0.0
260	KEZT-CD D14 DC BL	1.0	0	1.0	0
261	KKPX-TV D14 DT BL	9.1	12	8.1	12
262	K08MM-D D15 DC APP	1.0	0	0.0	0
263	KSBY D15 DT LIC	45.2	105	43.1	105
264					
265					
266					

-----  
 267 Interference to proposal scenario 1  
 268 \*\*MX: 89.41% interference received

	Call	Chan	Svc	Status	City, State	File Number	Distance
270	Desired: KDTS-LD	D14	LD	APP	SAN FRANCISCO, CA	BLANK0000052106	
271	Undesireds: KJEO-LD	D14	LD	CP	FRESNO, CA	BLANK0000053775	277.2 km
272		D14	LD	CP	MONTEREY, CA	BNPDTL20100728AEU	137.3
273		D14	LD	CP	MONTEREY, CA	BLANK0000054315	139.3
274		D14	LD	CP	SACRAMENTO, CA	BLANK0000053702	154.4
275		D14	LD	APP	SAN FRANCISCO, CA	BLANK0000053901	7.8
276		D14	LD	APP	San Francisco, CA	BLANK0000054596	0.0
277		D14	LD	CP	STOCKTON, CA	BLANK0000054670	156.7
278		D15	DT	APP	CERES, CA	BLANK0000072220	132.8
279							
280							
281							

	Service area	Terrain-limited	IX-free	Percent IX
282	13943.7	5,494,892	11316.0	4,685,295
283			1931.7	496,264
284				82.93
285				89.41

	Undesired		Total IX	Unique IX	Prcnt Unique IX
286	KJEO-LD D14 LD CP	8.1	2	0.0	0
287	K14PC-D D14 LD CP	1.0	0	0.0	0
288	K46LG-D D14 LD CP	1.0	0	0.0	0
289	KSAO-LD D14 LD CP	144.3	10,570	0.0	0
290	KMMC-LD D14 LD APP	8481.0	3,826,637	0.0	0
291	KQTA-LD D14 LD APP	9384.3	4,189,031	886.1	361,401
292	KMMW-LD D14 LD CP	167.5	25,526	0.0	0
293					

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

In re Applications of	)	
	)	
NEW YORK SPECTRUM HOLDING	)	
COMPANY, LLC	)	
	)	
For Displacement Channel 14	)	
KMMC-LD, San Francisco, CA (FID 30977)	)	File No. 0000053901
	)	
and	)	
	)	
ONE MINISTRIES, INC.	)	
	)	
For Displacement Channel 14	)	
KQTA-LD, San Francisco, CA (FID 182960)	)	File No. 0000054596
	)	
and	)	
	)	
WORD OF GOD FELLOWSHIP, INC.	)	
	)	
For Displacement Channel 14	)	
KDTS-LD, San Francisco, CA (FID 167032)	)	File No. 0000052106
	)	

To: Office of the Secretary  
Attn: Video Division, Media Bureau

**JOINT REQUEST FOR APPROVAL OF CHANNEL SHARING AGREEMENT**

New York Spectrum Holding Company, LLC (“NYSHC”), licensee of low-power television station KMMC-LD, San Francisco, CA (FID 30977), One Ministries, Inc. (“OMI”), licensee of low-power television station KQTA-LD, San Francisco, CA (FID 182960), and Word of God Fellowship, Inc. (“WOGF”), licensee of low-power television station KDTS-LD, San Francisco, CA (FID 167032), pursuant to Section 73.3525 of the Commission’s Rules, hereby

request that the FCC approve the Channel Sharing Agreement attached as Exhibit 1.<sup>1</sup> The parties request that the Commission accept this solution and permit WOGF to amend its displacement application for KDTS-LD as set forth in the Channel Sharing Agreement and permit NYSHC and OMI to file applications for KMMC-LD and KQTA-LD, respectively, to channel share with KDTS-LD. In support of this request, NYSHC, OMI, and WOGF are submitting, as Exhibits 2, 3, and 4 respectively, the declarations required by Section 73.3525 of the Commission's Rules.

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<sup>1</sup> The above-captioned applications are assigned to MX Group MX008 (previously MX7). *See Auction of Construction Permits for Low Power Television and TV Translator Stations Scheduled for September 10, 2019, Comment Sought on Bidding Procedures for Auction 104*, Public Notice, DA 19-229 (rel. Mar. 29, 2019).

Respectfully Submitted,

NEW YORK SPECTRUM HOLDING  
COMPANY, LLC

By: /s/ Michael Do /s/

Michael Do, COO  
New York Spectrum Holding Company, LLC  
12020 Sunrise Valley Drive  
Reston, VA 20191  
michael.do@nybbsat.com  
(571) 471-8806

ONE MINISTRIES, INC.

By: /s/ James L. Oyster /s/

James L. Oyster  
Law Offices of James L. Oyster  
108 Oyster Lane  
Castleton, VA 22716  
(540) 937-4800  
jimoster@gmail.com  
*Counsel for One Ministries, Inc.*

WORD OF GOD FELLOWSHIP, INC.

By: /s/ Ari Meltzer /s/

Ari Meltzer  
Wiley Rein LLP  
1776 K St. NW  
Washington, DC 20006  
(202) 719-7467  
ameltzer@wileyrein.com  
*Counsel for Word of God Fellowship, Inc.*

May 23, 2019

**EXHIBIT 1**

**CHANNEL SHARING AGREEMENT**

**(Schedules Omitted)**

CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT

THIS CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT (this “Agreement”) is made as of May 17, 2019 (the “Execution Date”) between New York Broadband LLC and commonly-owned affiliate, New York Spectrum Holding Company LLC (together “NYSHC”), One Ministries, Inc. (“OMI”), and Word of God Fellowship, Inc. (“WoGF”) (each individually a “Party” and collectively the “Parties”).

Recitals

A. NYSHC owns and operates the following television broadcast station, including its primary and all multicast streams (“KMMC-LD”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

KMMC-LD, San Francisco, California (FCC Facility ID No. 30977)

B. OMI owns and operates the following television broadcast station, including its primary and all multicast streams (“KQTA-LD”) pursuant to licenses issued by FCC:

KQTA-LD, San Francisco, California (FCC Facility ID No. 182960)

C. WoGF owns and operates the following television broadcast station, including its primary and all multicast streams (“KDTS-LD”) pursuant to licenses issued by FCC:

KDTS-LD, San Francisco, California (FCC Facility ID No. 167032)<sup>1</sup>

D. KMMC-LD is currently licensed to operate on RF channel 40. As a result of the forthcoming reorganization of broadcast television stations, KMMC-LD has been or will be displaced. On May 8, 2018, NYSHC filed a Displacement for LPTV Station Application with the FCC, File Number 0000053901, seeking authority to relocate KMMC-LD’s operations to RF channel 14 (the “KMMC-LD Displacement Application”).

E. KQTA-LD is currently licensed to operate on RF channel 13. As a result of the forthcoming reorganization of broadcast television stations, KQTA-LD has been or will be displaced. On May 29, 2018, OMI filed a Displacement for LPTV Station Application with the FCC, File No. 0000054596, seeking authority to relocate KQTA-LD’s operations to RF channel 14 (the “KQTA-LD Displacement Application”).

F. KDTS-LD is currently licensed to operate on RF channel 8. As a result of the forthcoming reorganization of broadcast television stations, KDTS-LD has been or will be displaced. On April 10, 2018, WoGF filed a Displacement for LPTV Station Application with the FCC, File No. 0000052106, seeking authority to relocate KDTS-LD’s operations to RF channel 14 (the “KDTS-LD Displacement Application”).

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<sup>1</sup> Each of KMMC-LD, KQTA-LD, and KDTS-LD shall be referred to herein as a “Station.”

G. The FCC determined in *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window*, Public Notice, DA 18-1108 (rel. Oct. 30, 2018), that KMMC-LD Displacement Application, the KQTA-LD Displacement Application, and the KDTS-LD Displacement Application are mutually exclusive and assigned them to MX Group MX7. In *Auction of Construction Permits for Low Power Television and TV Translator Stations Scheduled for September 10, 2019, Comment Sought on Bidding Procedures for Auction 104*, Public Notice, DA 19-229 (rel. Mar. 29, 2019) (the “Auction 104 Comment PN”), the Commission re-designated the MX Group as MX008 for the auction.<sup>2</sup>

H. NYSHC, OMI, and WoGF desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing channel sharing of low power television stations and any other FCC orders or public notices relating to the Incentive Auction and channel sharing (collectively, the “Channel Sharing Rules”) to operate KMMC-LD, KQTA-LD, and KDTS-LD, respectively, on a shared 6 MHz channel (the “Shared Channel”) to be operated by WoGF on facilities at Sutro Tower to be proposed in an amended displacement application for KDTS-LD (the “KDTS-LD Amendment”) and on the terms set forth in this Agreement.

I. Concurrently herewith, NYSHC, OMI, and WoGF have entered a Settlement Agreement setting forth the terms of their resolution of their mutual exclusivity in MX Group MX008 (the “Settlement Agreement”).

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: COMMENCEMENT

1.1. Term. The term of this Agreement (the “Initial Term” and, together with any extension in accordance with the terms hereof, the “Term”) will begin on the date of this Agreement and will continue in perpetuity unless earlier terminated in accordance with this Agreement.

1.2. Commencement of Shared Operations.

(a) The Parties shall cooperate to transition to a location at Sutro Tower to be proposed in the KDTS Amendment (as may change from time to time, the “Transmitter Site”)

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<sup>2</sup> The Auction 104 Comment PN identifies a fourth station, KAAP-LD, as part of MX Group MX008. On December 28, 2018, the FCC dismissed the application for KAAP-LD identified in the Auction 104 Comment PN, and on April 25, 2019, at the request of the licensee of KAAP-LD, the FCC dismissed a petition for reconsideration of that decision. The Parties enter into this agreement with the understanding that KAAP-LD is no longer part of MX Group MX008.

using such other equipment necessary for channel sharing by the Parties in the operation of their respective stations broadcasting on the Shared Channel (as modified or replaced from time to time, the “Shared Equipment,” and together with the Transmitter Site, the “Transmission Facilities”). Each Party shall begin broadcasting from the Shared Channel and the Transmission Facilities on a mutually agreeable date to be reasonably determined by the Parties following FCC final non-reviewable approval of this Agreement and issuance of the CPs (as defined in Section 1.3(a)), the “Sharing Commencement Date”). Any changes in the Transmitter Site following the relocation by KDTS-LD to the location specified in the KDTS Amendment shall be by mutual agreement between the Parties. For the avoidance of doubt, the failure by one Party to begin operating from the Transmission Facilities shall not preclude any other Party from operating from the Transmission Facilities.

(b) WoGF shall use commercially reasonable efforts to obtain the maximum amount of reimbursement permissible under the Consolidated Appropriations Act 2018, Pub. L. No. 115-141, at Division E, Title V, § 511, 132 Stat. 348 (2018) (codified at 47 U.S.C. § 1452(j)-(n)) (“REA”) and the rules and processes adopted by the FCC to implement the REA for costs that it incurs to modify the Transmission Facilities for shared use under this Agreement (the “Reimbursed Expenses”). Subject to Section 3.4, the Parties shall share on an equal basis all out-of-pocket costs and expenses (excluding any Reimbursed Expenses) reasonably necessary to modify the Transmission Facilities for shared use under this Agreement, provided that, unless expressly set forth in this Agreement, any modification of the Transmission Facilities, or installation of equipment at the Transmission Facilities, shall be conducted only with the consent of, and under the supervision of, WoGF.

### 1.3. FCC Filings.

(a) Within thirty (30) calendar days after the FCC first communicates its approval of the Settlement Agreement, either through direct communications with the Parties or by public notice, (i) WoGF shall file with the FCC the KDTS-LD Amendment; and (ii) NYSHC and OMI shall amend and thereafter diligently prosecute minor modification applications (or such other applications as may be required by the FCC) for a construction permit for KMMC-LD and KQTA-LD, respectively, in order to implement this Agreement (the “CPs”) (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information as mutually determined). Each Party shall furnish the others with such information and assistance as reasonably necessary in connection with the preparation of the aforementioned applications (or the covering license applications). All costs and FCC filing fees (if any) associated with the aforementioned applications shall be paid by the filing Party. No Party shall take any action that would reasonably be expected to result in the dismissal of the FCC applications for the CPs or the covering license applications. The Parties shall cooperate in good faith to prepare, submit, and prosecute any other applications with the FCC that may be necessary to implement the sharing arrangement contemplated by this Agreement, including without limitation license applications for the Shared Channel.

(b) Within ten (10) days after the Sharing Commencement Date, NYSHC and OMI shall file and thereafter diligently prosecute a license application to cover the CP, and, to

the extent necessary, WoGF shall file and thereafter diligently prosecute a license application with respect to channel sharing.

(c) If the FCC imposes a condition on the approval, performance or terms and conditions of this Agreement or any of the FCC applications filed pursuant to this Agreement that (i) has the effect of materially increasing the cost of performance by a Party of its obligations under this Agreement or (ii) cancels, changes or supersedes any material term or provision of this Agreement (collectively, a “Regulatory Condition”), then the Parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as may be necessary to comply with such Regulatory Condition, while maintaining to the greatest extent possible the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition, provided that no Party shall be required to agree to any amendment that would deprive that Party of a material benefit of this Agreement.

1.4. Payments. As sole consideration for the rights to use the Shared Channel as provided under this Agreement, the Parties shall each pay their respective share of all costs for operating the Shared Channel as set forth in *Section 3.4*.

## ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, from and after the Sharing Commencement Date, the Parties shall share the 6 MHz Shared Channel (or 19.39 Megabits per second (“Mb/s”)) as allocated under the current ATSC 1.0 system) in accordance with the allocation set forth on *Schedule 2.1*. The Parties may change the allocation of bandwidth set forth on *Schedule 2.1* at any time as they may mutually agree, provided that any allocation shall comply with the FCC’s requirements and, at a minimum, shall provide that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one Standard Definition over-the-air program stream at all times.

2.2. Encoding. In order to take advantage of a Stat Mux pool, the Parties may implement a single common encoding pool.

### 2.3. Technical Changes.

(a) Mandatory Changes. In the event that the FCC requires new standards of modulation or other technical or other modifications to the operation of the Transmission Facilities or the Shared Channel, the Parties will timely make any such modifications in compliance with such requirements established by the FCC. Each Party shall be responsible for its pro rata share of the reasonable out-of-pocket costs to implement such mandatory modulation or technical changes (in accordance with the then-current capacity allocation). In the event that such changes alter the available bandwidth on the Shared Channel, the Parties will cooperate to divide the available bandwidth following such modifications consistent with the capacity allocation prior to the modifications.

(b) New Transmission Technologies. Except for mandatory changes required by the FCC (which shall be treated in accordance with Section 2.3(a)), no Party shall adopt,

deploy or implement any new transmission systems or new technical standards, including without limitation the new modulation standard or transmission technology currently known within the television industry as ATSC 3.0 (“ATSC 3.0 Upgrade”), for the Shared Channel without the prior written consent of the each of the other Parties, *provided, however*, that the Parties may complete the ATSC 3.0 Upgrade: (i) upon the approval of the Parties allocated the majority of the bandwidth under *Schedule 2.1*; and (ii) upon no less than six (6) months’ written notice to the other Parties. Any budget, cost allocation and timeline for implementing the ATSC 3.0 Upgrade or any other new mutually agreed transmission technologies shall comply with applicable FCC rules and regulations, meet generally accepted industry standards, and shall be mutually agreed to by the Parties allocated the majority of the bandwidth under *Schedule 2.1*, with the cost of such ATSC 3.0 Upgrade to be shared by all of the Parties in accordance with Section 3.4(a).

2.4. Use of Capacity. Each Party shall have the right to use its allocated capacity on the Shared Channel in such Party’s sole discretion in accordance with the terms of this Agreement and all FCC rules and regulations, including without limitation broadcasting one stream or multiple streams and broadcasting content provided by third parties; provided that each Party shall be responsible for all of its costs associated with adding multiple program streams requested by it to the encoding pool. No Party shall take any action that interferes with another’s use of capacity on the Shared Channel or the Transmission Facilities. Each Party shall have the right, in its sole discretion, to enter into additional channel sharing or sub-sharing agreements within its allocated capacity on the Shared Channel that do not have an adverse effect on any other Party’s station or the Shared Channel.

2.5. Transmissions. Each Party shall be responsible, at its sole expense, for transmitting its station’s programming in a broadcast-ready final format to the Transmitter Site or other receive site reasonably designated by WoGF. WoGF may encode, compress or modulate the other Parties’ content as required to statistically multiplex together the Parties’ content streams using the parameters set forth in this Agreement, provided that WoGF shall not otherwise alter the content provided by any other Party and the content transmitted on the spectrum allocated to any other Party shall be treated in substantially the same manner as the content of WoGF.

2.6. FCC Licenses.

(a) Authorizations. Each Party shall maintain all FCC licenses necessary for its operations on its station in full force and effect during the Term. No Party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other Parties.

(b) Compliance with Law. Each Party shall comply with this Agreement, the Channel Sharing Rules, and with all other FCC and other applicable laws with respect to its ownership and operation of its station subject to this Agreement and its use of the Shared Channel. Each Party shall be solely responsible for all content it transmits on the Shared Channel.

(c) Control. Consistent with FCC rules, each Party shall control, supervise and direct the day-to-day operation of its station subject to this Agreement (including its employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. No Party shall use the call letters of the others' television station(s) in any medium, except in correspondence with the FCC related to the performance of this Agreement.

(d) Channel Sharing Documents. In the event that the FCC adopts changes to the Channel Sharing Rules, the Parties will undertake good faith negotiations to amend this Agreement as necessary in order to comply with such changes to the Channel Sharing Rules. Each Party shall notify the others of all documents filed with or received from the FCC with respect to this Agreement, the transactions contemplated hereby or the Shared Channel, and shall provide the others with copies of such documents to the extent permitted by FCC rules and other applicable laws.

(e) Channel Identification. The Parties shall determine their respective major and minor channel numbers consistent with the FCC's rules and shall work together in good faith to resolve any conflicts between them. No Party shall use PSIP channel 14 for its respective Station without first obtaining the written consent of each of the other Parties.

### ARTICLE 3: OPERATIONS

#### 3.1. Transmission Facilities.

(a) Access. To the extent permitted under any applicable tower lease, WoGF shall provide the other Parties with reasonable access to the Transmitter Site upon reasonable notice twenty-four (24) hours a day, seven (7) days a week for the purposes of allowing the other Parties to implement the terms of this Agreement. Each Party shall assume all responsibility for any loss, damage, or liability caused by its employees or contractors while at the Transmitter Site. WoGF will use commercially reasonable efforts to ensure that any tower lease for the Transmitter Site provides each Party with access to the Transmission Facilities equal to that of WoGF.

#### (b) Facilities.

(i) A list of material items of Shared Equipment as of the date of this Agreement has been prepared and separately agreed to by the Parties, and such list may be updated by the Parties upon mutual agreement. The Shared Equipment shall include any replacements of such items or additions thereto as mutually agreed by the Parties from time to time in accordance with this Agreement. Title to all Shared Equipment owned by any Party shall remain with that Party. Title to any Shared Equipment acquired after the execution of this Agreement shall be in the name of WoGF, subject to the terms of this Agreement. The shared use under this Agreement does not constitute a conveyance of title.

(ii) WoGF shall operate, maintain and repair the shared Transmission Facilities in accordance with good engineering practices customary in the television industry and shall use commercially reasonable efforts to inform each other Party by electronic means at least

seven (7) calendar days in advance as to all material repairs to the Transmission Facilities that might affect any other Party's full enjoyment and use of the Transmission Facilities. If at any time the Shared Channel is off the air or operating at a reduced power level, WoGF shall use commercially reasonable efforts and endeavor in good faith to return the Shared Channel to the air and restore power as promptly as possible.

(c) Exclusive Equipment. Subject to WoGF's consent, not to be unreasonably withheld, any Party may install equipment owned solely by it at the Transmitter Site. Each Party shall, at its own expense, maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with past practice. Title to all such equipment solely owned by a Party shall remain with such Party. For the avoidance of doubt, it shall be presumptively reasonable for any Party to use the same amount of space at the Transmitter Site for equipment solely owned by it as WoGF uses for equipment solely owned by WoGF.

(d) Operations. Each Party shall:

(i) not interfere with the business and operation of any other's Station or the others' use of the Transmission Facilities;

(ii) use the Transmission Facilities only for the operation of its Station as set forth in the Recitals in the ordinary course of business, including any purpose permitted under this Agreement or the terms of its Station's FCC authorizations;

(iii) maintain, at its own expense, industry standard insurance with respect to its use of the Transmission Facilities and operations from the Transmission Facilities during the Term and name the other Parties as additional insureds under such policies; and

(iv) comply in all material respects with all laws applicable to its operations relating to the Transmission Facilities.

(e) Cooperation. In the event any Party determines, in its reasonable, good faith discretion, that it is reasonably necessary for another Party to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or another Party's equipment located at the Transmitter Site so that the requesting Party can maintain, install, repair, remove or otherwise work on the Shared Equipment, the Shared Channel or its Station, then the other Parties shall cooperate with such request. If requested, the non-requesting Parties shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or their equipment located at the Transmitter Site so that the requesting Party can perform such work, *provided* that the requesting Party takes all reasonable measures to minimize the amount of time the non-requesting Parties shall operate with reduced facilities and that the requesting Party takes all reasonable measures to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time convenient to the non-requesting Parties, between the hours of midnight and 5 a.m. if practicable. In all events, the requesting Party shall conduct all actions contemplated by this Section in accordance with applicable law and good engineering practices.

(f) Alterations to Transmission Facilities. During the Term, the Parties shall discuss on an ongoing basis from time to time appropriate future capital expenditures that may

be reasonably necessary or desirable to improve, upgrade or otherwise alter the Transmission Facilities, *provided, however*, that, subject to Section 2.3(b), no Party shall upgrade or modify the shared Transmission Facilities without the other Parties' prior consent, such consent not to be unreasonably withheld.

(g) Repair Rights. In the event of a material breach by WoGF of its obligations with respect to the Transmission Facilities, and failure to cure upon reasonable notice thereof, any other Party shall have the right to undertake itself any necessary maintenance or repairs, and WoGF shall promptly (and in any event within thirty (30) days after invoice) reimburse the repairing Party for all expenses incurred by the repairing Party.

(h) Contractors. All contractors and subcontractors of any Party who performs any service at the Transmitter Site shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in the state of California in commercially reasonable types and amounts.

(i) Hazardous Materials. Each Party shall: (i) comply with all environmental laws applicable to its operations from the Transmission Facilities, (ii) not cause or permit the release of any hazardous materials on, to, or from the Transmission Facilities in violation of any applicable environmental laws, (iii) not take any action that would subject the Transmission Facilities to permit requirements for storage, treatment, or disposal of hazardous materials and (iv) not dispose of hazardous materials at the Transmission Site except in compliance with applicable law.

3.2. Interference. Each Party shall use commercially reasonable efforts to avoid interference to another Party or third parties by its respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. No Party shall make any changes or installations at the Transmitter Site or enter into any third-party arrangement that could reasonably be expected to impair or interfere in any material respect with another Party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the Party experiencing interference shall notify the other Parties in writing and the Parties so notified shall take all commercially reasonable steps to correct such interference in all material respects as promptly as possible.

3.3. Force Majeure. No Party shall be liable to the other for any failure or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

3.4. Expenses.

(a) Operating and Capital Costs. The expenses of operating the Shared Channel and the Transmission Facilities and the capital costs shall be paid as set forth on *Schedule 3.4*.

(b) Sole Costs of Each Party. Each Party shall be solely responsible for (i) costs for any necessary link between its station's studio site and the site from which KDTS-LD transports its signal to the Transmitter Site for broadcast on the Shared Channel, (ii) all Expenses (as defined in *Schedule 3.4*) related to any equipment solely owned by it and located at the Transmitter Site and (iii) all of its expenses not related to the Transmission Facilities. Each Party shall be responsible for delivery of its signal directly to any cable headends (if applicable).

3.5. Consultation Regarding Operational Matters. In order to address ongoing operational, technical or engineering issues that may arise following the date of this Agreement, each Party shall identify one or more officers or senior personnel with sufficient authority and technical experience to address such issues independently or otherwise expeditiously (the "Principal Liaisons"). The Principal Liaisons shall meet at such times as the Parties may reasonably designate in good faith or upon the reasonable request of any Party upon appropriate prior notice, to confer in good faith to address matters related to shared operations, including without limitation discussing technological, logistical or marketplace changes that may affect the Transmission Facilities, reviewing the technical parameters of this Agreement, discussing proposed capital expenditures and any outstanding payments under this Agreement, and generally facilitating cooperation with respect to channel sharing. Meetings of the Principal Liaisons may include such other employees or designees of a Party as may be desirable.

3.6. Representations and Warranties.

(a) NYSHC Representations. NYSHC represents and warrants to OMI and WoGF that: (i) it has obtained all FCC and other material governmental agency approvals necessary for its operations on KMMC-LD as currently operated by it, (ii) its ownership and operation of KMMC-LD complies with the FCC rules, regulations and policies and other applicable laws in all material respects and (iii) the FCC license for KMMC-LD has not expired or been cancelled.

(b) OMI Representations. OMI represents and warrants to NYSHC and WoGF that: (i) it has obtained all FCC and other material governmental agency approvals necessary for its operations on KQTA-LD as currently operated by it, (ii) its ownership and operation of KQTA-LD complies with the FCC rules, regulations and policies and other applicable laws in all material respects and (iii) the FCC license for KQTA-LD has not expired or been cancelled.

(c) WoGF Representations. WoGF represents and warrants to NYSHC and OMI that: (i) it has obtained all FCC and other material governmental agency approvals necessary for its operations on KDTS-LD as currently operated by it, (ii) its ownership and operation of KDTS-LD complies with the FCC rules, regulations and policies and other applicable laws in all material respects and (iii) the FCC license for KDTS-LD has not expired or been cancelled.

ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each Party shall indemnify, defend and hold the others harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement, and (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement. The prevailing Party or Parties in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing Party or Parties.

4.2. Operational Indemnification. Without limiting the terms of Section 4.1, subject to Section 4.3, each Party shall indemnify, defend and hold the others harmless from and against any and all loss, liability, cost and expense (including without limitation reasonable attorneys' fees) arising from the programming, advertising and operation of its Station using the Shared Channel, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

4.3. Liability. In no event shall a Party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such Party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages. No Party shall have any obligation or liability with respect to another Party's station, except as specifically set forth in this Agreement.

4.4. Indemnification Procedures. The Party seeking indemnification hereunder shall (i) give the indemnifying Party prompt written notice of the relevant claim, (ii) cooperate with the indemnifying Party, at the indemnifying Party's expense, in the defense of such claim and (iii) give the indemnifying Party the right to control the defense and settlement of any such claim, except that the indemnifying Party shall not enter into any settlement without the indemnified Party's prior written approval, which shall not unreasonably be withheld. The indemnified Party shall have no authority to settle any claim on behalf of the indemnifying Party.

## ARTICLE 5: TERMINATION AND REMEDIES

### 5.1. Termination.

(a) Breach. Any Party may terminate this Agreement as to any breaching Party by written notice to the other Parties (the "Breach Notice") in the event of a material breach of or default under this Agreement which is not cured within ninety (90) days after receipt by the breaching party of the Breach Notice. A material breach or default under this Agreement shall be defined as a breach of a material obligation of a Party under this Agreement that (i) results in a fundamental impairment of a Party's ability to broadcast its programming on the Shared Channel or (ii) constitutes a failure by a Party to pay the other Parties within the time frame allowed any undisputed payment owed under this Agreement. In the event of a termination for breach, the breaching Party shall have fifteen (15) days following the date the

termination becomes effective to either cure the breach or commence a lawsuit seeking a declaration that it is not in material breach. If the breaching Party does not cure the breach or commence such a lawsuit or if a final judgment is issued against the breaching Party, then this Agreement shall terminate as to the breaching Party and the breaching Party's spectrum usage rights for the full 6 MHz Shared Channel shall revert to the non-breaching Parties.

(b) Loss of License. If any Party's FCC authorization to operate on the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, materially impaired, withdrawn, surrendered, not renewed, or otherwise terminated for any reason following, if applicable, by a final FCC order (as defined below), then simultaneously therewith that Party's spectrum usage rights for the full 6 MHz Shared Channel shall revert to the other Parties and this Agreement shall terminate as to that Party. In such event, the Parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the surviving Parties to assume such spectrum. An FCC order shall be final upon the earlier of the date that: (i) the time to seek reconsideration or judicial review of such order by a Party or the FCC has passed and no reconsideration or judicial review has been requested or ordered; or (ii) the Party has exhausted all available remedies for review at the FCC and in any court of competent jurisdiction.

(c) Convenience. Any Party may terminate this agreement solely as to such Party at any time and for any reason upon ninety (90) days written notice to the other Parties. In such event, the non-terminating Parties shall retain all rights to use the full 6 MHz Shared Channel and the terminating Party shall take no action to cause technical interference with the non-terminating Parties' use thereof. In such event, the Parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for the surviving Parties to assume such spectrum.

(d) Survival. No termination shall relieve a Party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4, Sections 5.1, 6.1 and 6.9 and all payment obligations arising prior to termination shall survive any termination or expiration of this Agreement.

(e) Surrender of Facilities. Within fifteen (15) days after any termination of this Agreement under Section 5.1(a)-(d) becomes effective, the non-surviving Party shall vacate the Transmitter Site, remove all of its assets from the Transmitter Site, surrender the Transmitter Site in substantially the same condition existing on the Sharing Commencement Date (reasonable wear and tear excepted) and return to the other Parties all keys and other means of entry to the Transmitter Site. The surviving Parties shall have the right, but not the obligation, to acquire any Shared Equipment by paying to the non-surviving Party its share of the fair market value of the Shared Equipment at such time, taking into account reasonable wear and tear and depreciation since its acquisition and any amount already paid by the surviving Parties for that equipment pursuant to Section 3.4.

5.2. Specific Performance. In addition to any other available remedies, in the event of failure or threatened failure by a Party to comply with the terms of this Agreement, the other Parties shall be entitled to an injunction restraining such failure or threatened failure and, subject

to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

5.3. Remedies Cumulative. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

#### ARTICLE 6: MISCELLANEOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the Parties and their respective businesses and properties that is disclosed in connection with the negotiation, execution or performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the Parties' representatives, agents and lenders. No Party shall issue or cause the publication of any press release or other public statement relating to this Agreement or disclose the existence of or details regarding this Agreement to any unaffiliated third party without the prior written consent of the other Parties. Notwithstanding anything to the contrary herein, the Parties acknowledge that they will be required to submit this Agreement (with redactions agreed to by the Parties) with their applications for the CPs and/or Shared Channel licenses. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each Party represents and warrants to the others that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state of California, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a Party or by which it is bound.

6.3. Assignment. Upon prior written notice to the other Parties, each Party shall assign this Agreement to any FCC-approved assignee or transferee of its respective station, who shall assume this Agreement in a writing delivered to the other Parties, effective upon consummation of such assignment or transfer. The terms of this Agreement shall bind and inure to the benefit of the Parties' respective successors and any permitted assigns. No assignment shall relieve any Party of any obligation or liability under this Agreement unless and to the extent that the assignee is an FCC-approved licensee. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the Parties hereto and their successors and permitted assigns.

6.4. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules and published policies of the FCC. If any court or governmental authority holds any provision of this Agreement invalid, illegal, or unenforceable under any applicable law, then, so long as no Party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with

the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, and the Parties shall negotiate in good faith to amend this Agreement, if necessary and as appropriate, to accommodate such ruling.

6.5. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service (in the case of delivery by overnight courier, an email copy shall be sent simultaneously with delivery to the courier), and shall be addressed as follows (or to such other address as any Party may request by written notice):

if to NYSHC:

Michael Do  
Chief Operating Officer  
New York Spectrum Holding Company LLC &  
New York Broadband LLC  
12020 Sunrise Valley Drive  
Reston VA 20191  
Telephone: (571) 471-8806  
email: michael.do@nybbsat.com

if to OMI:

One Ministries, Inc.  
PO Box 1118  
Santa Rosa, CA 95402  
Telephone: (707) 479-9428  
email: keith@leitch.tv

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

James L. Oyser, Esq.  
Law Offices of James L, Oyster  
108 Oyster Lane  
Castleton, VA 22716  
jimoyster@gmail.com

If to WoGF:

Word of God Fellowship, Inc.  
3901 Highway 121 South  
Bedford, TX 76021  
Telephone: (817) 571-1229  
email: arnold.torres@daystar.com

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

Ari Meltzer  
Wiley Rein LLP  
1776 K Street NW  
Washington, DC 20006  
ameltzer@wileyrein.com

6.6. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of New York.

6.7. Issue Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, the Parties shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the Parties through consultations among their respective senior executives. If the issue remains unresolved for a period of sixty (60) days, then the Parties may elect to submit the disputed matter to a mutually agreeable independent third party with substantial experience and expertise in the business and operation of television broadcast stations to serve as a non-binding mediator, with the costs of such third party mediator to be split equally between the Parties.

6.8. Information. If any Party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it which is not dismissed within sixty (60) days of the date of filing, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization, or makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide written notice of such proceeding to the other Parties and provide all information with respect thereto as reasonably requested by the other Parties.

6.9. Miscellaneous. This Agreement may not be amended except in a writing executed by each Party. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of such waiver or consent is sought. No Party shall be authorized to act as an agent of or otherwise to represent the other Parties to this Agreement. Except as expressly set forth in this Agreement, each Party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof, except for Section 3 of the Settlement Agreement, which shall remain binding. No Party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may be executed in separate counterparts.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Channel Sharing and Facilities Agreement as of the date first set forth above.

NEW YORK SPECTRUM HOLDING COMPANY  
LLC

By: Michael Do  
Name: Michael Do  
Title: Chief Operating Officer

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ONE MINISTRIES, INC.

By: Keith Leitch  
Name: Keith Leitch  
Title: President

WORD OF GOD FELLOWSHIP, INC.

By: Arnold Torres  
Name: ARNOLD TORRES  
Title: BUSINESS ADMINISTRATOR

**EXHIBIT 2**

**DECLARATION OF New York Spectrum Holdings LLC**

I, Michael Do, hereby declare as follows:

1. I am the Chief Operating Officer of New York Spectrum Holding Company, LLC (“NYSHC”), an applicant for a displacement channel on Channel 14, San Francisco, CA, to be associated with low-power television station KMMC-LD, San Francisco, CA (Fac. ID 30977) (the “KMMC-LD Application”). The KMMC-LD Application is mutually exclusive with applications filed by One Ministries, Inc. (“OMI”) for KQTA-LD and by Word of God Fellowship, Inc. (“WOGF”) for KDTS-LD.

2. Pursuant to a Channel Sharing Agreement entered into by NYSHC, OMI, and WOGF on May 21, 2019 (the “Agreement”), the parties have agreed to resolve the above-referenced mutual exclusivities.

3. The Agreement is in the public interest for two reasons. First, it conserves Commission resources by making an auction for these channels in the San Francisco, California markets unnecessary. Second, it allows all three stations to continue to serve their communities of license.

4. The KMMC-LD Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with OMI, WOGF, or any other person or entity.

5. Neither NYSHC nor its principals have received or have been promised to receive any money or other consideration in connection with the Agreement (except for the customary sharing of expenses to channel share, as expressly set forth in the Agreement).

I declare under penalty of perjury that the foregoing facts are true and correct.



Dated: May 21, 2019

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**EXHIBIT 3**

**DECLARATION OF One Ministries, Inc. / Keith Leitch**

I, Keith J. Leitch, hereby declare as follows:

1. I am President of One Ministries, Inc. (“OMI”), an applicant for a displacement channel on Channel 14, San Francisco, CA, to be associated with low-power television station KQTA-LD, San Francisco, CA (Fac. ID 182960) (the “KQTA-LD Application”). The KQTA-LD Application is mutually exclusive with applications filed by New York Spectrum Holding Company, LLC (“NYSHC”) for KMMC-LD and by Word of God Fellowship, Inc. (“WOGF”) for KDTS-LD.

2. Pursuant to a Channel Sharing Agreement entered into by NYSHC, OMI, and WOGF on May 17th, 2019 (the “Agreement”), the parties have agreed to resolve the above-referenced mutual exclusivities.

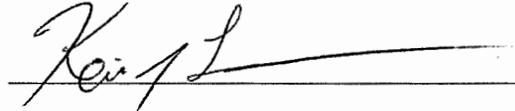
3. The Agreement is in the public interest for two reasons. First, it conserves Commission resources by making an auction for these channels in the San Francisco, California markets unnecessary. Second, it allows all three stations to continue to serve their communities of license.

4. The KQTA-LD Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with NYSHC, WOGF, or any other person or entity.

5. Neither OMI nor its principals have received or have been promised to receive any money or other consideration in connection with the Agreement (except for the customary sharing of expenses to channel share, as expressly set forth in the Agreement).

I declare under penalty of perjury that the foregoing facts are true and correct.

Dated: May 17<sup>th</sup>, 2019

  
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**EXHIBIT 4**

**DECLARATION OF WORD OF GOD FELLOWSHIP, INC.**

I, Arnold Torres, hereby declare as follows:

1. I am the Business Administrator of Word of God Fellowship, Inc. (“WOGF”), an applicant for a displacement channel on Channel 14, San Francisco, CA, to be associated with low-power television station KDTS-LD, San Francisco, CA (Fac. ID 167032) (the “KDTS-LD Application”). The KDTS-LD Application is mutually exclusive with applications filed by New York Spectrum Holding Company, LLC for KMMC-LD and by One Ministries, Inc. (“OMI”) for KQTA-LD.

2. Pursuant to a Channel Sharing Agreement entered into by NYSHC, OMI, and WOGF on May 21, 2019 (the “Agreement”), the parties have agreed to resolve the above-referenced mutual exclusivities.

3. The Agreement is in the public interest for two reasons. First, it conserves Commission resources by making an auction for these channels in the San Francisco, California markets unnecessary. Second, it allows all three stations to continue to serve their communities of license.

4. The KDTS-LD Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with NYSHC, OMI, or any other person or entity.

5. Neither WOGF nor its principals have received or have been promised to receive any money or other consideration in connection with the Agreement (except for the customary sharing of expenses to channel share, as expressly set forth in the Agreement).

I declare under penalty of perjury that the foregoing facts are true and correct.

Dated: May 23, 2019

  
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Amendment to KDTS-LD  
Joint Request for Approval of Channel Sharing  
Agreement May 31, 2019

The purpose of this amendment is to include the Joint Request for Approval of Channel Sharing Agreement with the remaining two other applicants for displacement channel 14 in San Francisco, CA (MX008 group).