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DOW, LOHNES & ALBERTSON, PLLC
ATTORNEYS AT LAW

SCOTT S. PATRICK
DIRECT DIAL 202-776-2885
spatrick@dialaw.com

WASHINGTON, D.C.

1200 NEW HAMPSHIRE AVENUE, N.W. · SUITE 800 · WASHINGTON, D.C. 20036-6802
TELEPHONE 202-776-2000 · FACSIMILE 202-776-2222

ONE RAVINIA DRIVE · SUITE 1600
ATLANTA, GEORGIA 30346-2108
TELEPHONE 770-901-8800
FACSIMILE 770-901-8874

April 27, 2001

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

VIA COURIER

Magalie Roman Salas, Esquire
Secretary
Federal Communications Commission
445 Twelfth Street, SW
Washington, DC 20554

Dear Ms. Salas:

On behalf of Cosmos Broadcasting Corporation, licensee of WSFA(TV), Montgomery, Alabama, jointly with Alabama Educational Television Commission, licensee of WAIQ(TV), there are transmitted herewith an original and five copies of their *Joint Petition for Rule Making* proposing the substitution of new DTV channels.

If any additional information is needed in connection with this matter, please contact me.

Respectfully submitted,



Scott S. Patrick

Enclosure

cc(w/): Jacqueline P. Cleary, Esq

(counsel for Alabama Educational Television Commission; Stamp-and-Return copy)

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APR 27 2001

**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**

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

In the Matter of)	
)	
Amendment of Section 73.622(b))	MM Docket No. _____
Table of Allotments,)	RM- _____
Digital Television Broadcast Stations)	
(Montgomery, Alabama))	
)	

To: Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau

**JOINT PETITION FOR RULE MAKING
TO AMEND THE DTV TABLE OF ALLOTMENTS**

Two television stations serving Montgomery, Alabama, noncommercial station WAIQ(TV) and commercial station WSFA(TV), have developed a plan that would permit both to improve digital service to their community of license. The licensees of these stations, respectively Alabama Educational Television Commission ("AETC") and Cosmos Broadcasting Corporation ("Cosmos"), by their attorneys and pursuant to Sections 1.401 and 73.622(a) of the Commission's Rules (47 C.F.R. §§1.401 and 73.622(a)), hereby respectfully petition the Commission to institute a rulemaking to amend Section 73.622(b), the DTV Table of Allotments, by substituting Channel *27 for Channel *14 as WAIQ-DT's paired DTV allocation and by substituting Channel 14 for Channel 57 as WSFA-DT's paired DTV allocation. Pursuant to this proposal, the DTV Table of Allotments would be amended as follows:

Present

Proposed

Montgomery, AL

***14**, 16, 46c, 51, **57**

14, 16, ***27**, 46c, 51

Issuance of a Notice of Proposed Rule Making would be consistent with the Commission's rules and policies that are designed to facilitate the implementation of digital television. Recognizing the intricacies of DTV operations and the need for stations to maximize service efficiently, the Commission has promised to provide broadcasters with flexibility in developing alternate allotment proposals.¹ Regarding partnerships themselves, the Commission stated:

[S]ome licensees may find it beneficial to develop partnerships with others to help make the most productive and efficient use of their channels, and we will look with favor on such arrangements.... Such arrangements will aid both broadcaster and public, by helping the broadcaster achieve the most competitive and beneficial business strategy and by ensuring for the public the best use of the digital spectrum, including not only the most efficient use of the spectrum but also the greatest array of valuable services.²

In addition, the Commission explicitly has stated that noncommercial stations would be afforded "special treatment" in the transition to digital television, in recognition of the exceptional difficulties they would face.³ The instant plan proposed by AETC and Cosmos achieves the contemplated efficiencies and public interest benefits through the mutual cooperation of the licensees, as the Commission encouraged, and enhances the proposed DTV service of a

¹ Advanced Television Systems and Their Impact Upon the Existing Television Broadcast Service, *Sixth Report and Order*, MM Docket 87-268, 12 FCC Rcd 14588, ¶172 (1997).

² Advanced Television Systems and Their Impact Upon the Existing Television Broadcast Service, *Fifth Report and Order*, MM Docket 87-268, 12 FCC Rcd 12809, ¶60 (1997).

³ *Id.* at ¶104.

noncommercial station. Accordingly, commencement of a proceeding to amend the DTV Table of Allotments as requested would be in the public interest.

Considering these partnership aspects and, as described more fully below, the mutually contingent nature of the proposed channel changes, AETC and Cosmos ask that the Commission issue a single *Notice of Proposed Rule Making* to address both channel changes and treat the requested amendments jointly. Such coupled treatment additionally would serve the public interest by conserving administrative resources.

WAIQ-DT

As set forth in greater detail in the attached Engineering Statement (Appendix A), the DTV channel change would allow noncommercial station WAIQ-DT to increase effective radiated power above that possible on the initially allotted channel and thereby “maximize” service, ensuring effective replication for viewers throughout the DMA. Additionally, with the analog station operating on adjacent NTSC Channel *26, the proposed substitution of DTV Channel *27 would permit the sharing of certain transmission equipment and facilities, which should facilitate the anticipated transfer of digital operations to the station’s traditional channel at the close of the DTV transition. Accordingly, the public interest would be served through enhanced service and more efficient use of the broadcast spectrum.

As demonstrated in the WAIQ-DT Engineering Statement, the proposed service area encompasses the community of license as required,⁴ and the proposed allotment parameters

⁴ 47 C.F.R. §73.623(c)(1).

conform to the Commission's *de minimis* interference standard.⁵ Any impact to prospective Class A stations is masked by interference caused by currently authorized stations.⁶

WSFA-DT

With WAIQ-DT substituting Channel *27 for Channel *14, WSFA-DT could be allotted the requested Channel 14. WSFA-DT initially was allotted DTV Channel 57, but by substituting Channel 14, the station could move inside the so-called "core" spectrum, thereby advancing one of the Commission's principal goals: the recovery of non-core spectrum for auction and other purposes.⁷ Importantly, operation on the lower-numbered channel would improve signal coverage for viewers in the DMA, and thus ensure effective service replication. As with WAIQ-DT's channel change, the enhanced service and more efficient spectrum use resulting from grant of the substitution also is in the public interest.

As set forth in greater detail in the attached Engineering Statement, the proposed service area encompasses the community of license,⁸ and the proposed allotment parameters conform to the *de minimis* interference standard.⁹ No Class A impact is predicted.

WHEREFORE, for the reasons set forth above, AETC and Cosmos respectfully request that the Commission initiate a rule making proceeding to amend Section 73.622(b) of its Rules

⁵ 47 C.F.R. §73.623(c)(2). It is noted that the analysis presumes use of an updated baseline population for WBIH(TV) (Selma, Alabama).

⁶ Engineering Statement at 4 (Appendix A).

⁷ See, e.g., Service Rules for the 746-764 and 776-794 MHz Bands, and Revisions to Part 27 of the Commission's Rules, WT Docket No. 99-168, CS Docket No. 98-120, MM Docket No. 00-39, *Third Report and Order*, FCC 01-25 (rel. Jan. 23, 2001).

⁸ 47 C.F.R. §73.623(c)(1).

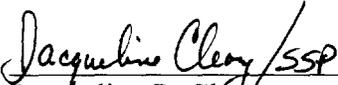
⁹ 47 C.F.R. §73.623(c)(2).

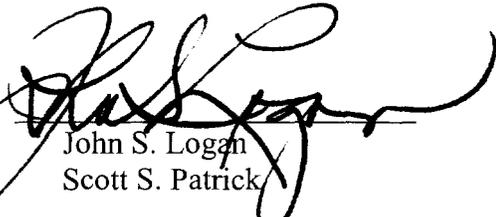
and substitute Channel *27 for Channel *14 as the channel assigned to WAIQ-DT and to substitute Channel 14 for Channel 57 as the channel assigned to WSFA-DT.

Respectfully submitted,

ALABAMA EDUCATIONAL
TELEVISION COMMISSION

COSMOS BROADCASTING
CORPORATION

By: _____
Jacqueline P. Cleary

By: _____
John S. Logan
Scott S. Patrick

Its Attorney

Its Attorneys

Hogan & Hartson, L.L.P.
555 13th Street, N.W.
Washington, DC 20004-1109
(202) 637-6580

Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036-6802
(202) 776-2000

Dated: April 27, 2001

APPENDIX A

Engineering Statement

TECHNICAL EXHIBIT
PREPARED IN SUPPORT OF
PETITION FOR RULE MAKING TO
MODIFY THE DTV ALLOTMENT TABLE
STATIONS WSFA-DT AND WAIQ-DT
MONTGOMERY, ALABAMA

Technical Statement

This Technical Statement and associated Figures have been jointly prepared on behalf of television stations WSFA-DT and WAIQ-DT, both allocated to Montgomery, Alabama. It is proposed to modify WSFA-DT from channel 57 to channel 14 and modify WAIQ-DT from Channel 14 to Channel 27. This would permit WSFA-DT to have an "in-core" (Channel 2 to 51) channel.

WSFA-DT Allotment

WSFA-DT DTV channel 14 can be substituted and allotted to Montgomery in compliance with the principal community coverage requirements of Section 73.625(a) at reference coordinates:

31° 58' 28" West Latitude
86° 09' 44" North Longitude

The proposed DTV reference coordinates are also the geographic coordinates of the licensed WSFA(TV) NTSC facility.¹ The coordinates are also the same as those allocated by the Commission for the WSFA-DT allotment.

In addition, operation on DTV channel 14 appears possible with an effective radiated power (ERP) of 600 kW

¹ See FCC File Number: BLCT-1286.

utilizing a directional antenna radiation envelope and an antenna height above average terrain (HAAT) of 530 meters and a radiation center of 659 meters above mean sea level. The proposed channel change is acceptable under the 2 percent criterion for *de minimis* impact applicable to DTV allotment modifications under Section 73.623(c)(2). Therefore, it is proposed to modify WSFA-DT's authorization to specify operation on the alternate DTV channel with the following specifications:

State & City	DTV Channel	DTV ERP (kW)	Antenna Radiation Center	Antenna HAAT (m)
AL, Montgomery	14	600 kW	659 m AMSL	530 m
Note: Directional Antenna See Figure 1				
Reference Coordinates: 31° 58' 28" N. Latitude/086° 09' 44" W. Longitude				

No interference is predicted pursuant to OET-69 to any low power television station from the proposed Channel 14 facility.

To accommodate WSFA-DT on Channel 14, WAIQ-DT would have to substitute Channel 27 for its Channel 14.

WAIQ-DT Allotment

WAIQ-DT DTV channel 27 can be substituted and allotted to Montgomery in compliance with the principal community coverage requirements of Section 73.625(a) at reference coordinates:

32° 22' 55" West Latitude
86° 17' 33" North Longitude

The proposed DTV reference coordinates are also the geographic coordinates of the licensed WAIQ(TV) NTSC

facility.² The coordinates are also the same as those allocated by the Commission for the WAIQ-DT allotment.

In addition, operation on DTV channel 27 appears possible with an effective radiated power (ERP) of 750 kW utilizing a non-directional antenna radiation envelope and an antenna height above average terrain (HAAT) of 183 meters and a radiation center of 240 meters above mean sea level. The proposed channel change is acceptable under the 2 percent criterion for *de minimis* impact applicable to DTV allotment modifications under Section 73.623(c)(2) except as described below.

It is noted that the baseline for WBIH(TV) on Channel 29 employed for the study is based on its current authorization. WBIH(TV) is a new unbuilt television station assigned to Selma, Alabama. Since WBIH(TV) did not have an authorization when the DTV table of allotments was created, no DTV channel was paired with its NTSC channel. The WBIH(TV) facility proposed at the time the DTV was adopted was for a substantially smaller facility with a baseline population of only 123,252 persons.³ The present WBIH(TV) facility has a baseline of 447,983 persons.⁴ It is requested that the interference analysis be completed on the WBIH(TV) current baseline.

² See FCC File Number: BLCT-1286.

³ See FCC File Number: BPCT-19961119KE. This facility formerly authorized an effective radiated power of 1,450 kilowatts and an antenna height above average terrain (HAAT) of 131 meters.

⁴ See FCC File Number: BMPCT-19990722LC. This facility authorizes a maximum effective radiated power of 3,900 kilowatts and an antenna height above average terrain (HAAT) of 408 meters.

Therefore, it is proposed to modify WAIQ-DT's authorization to specify operation on the alternate DTV channel with the following specifications:

State & City	DTV Channel	DTV ERP (kW)	Antenna Radiation Center	Antenna HAAT (m)
AL, Montgomery	27	750 kW	240 m AMSL	183 m
Note: Non-Directional Antenna				
Reference Coordinates: 32° 22' 52" N. Latitude/086° 17' 30" W. Longitude				

Prohibited contour overlap is predicted toward the W27CM construction permit in Birmingham. W27CM was deemed to be eligible for Class A Status.⁵ However, employing the OET-69 procedures indicates that all the interference predicted to W27CM from the herein proposal is masked by interference from the WTTO-DT Channel 28, Homewood, Alabama allotment. Therefore, there is no interference concern to W27CM or any other LPTV station.

Summary

It is also proposed to amend the DTV Table of Allotments, Section 73.622(b) of the Commission's Rules, as follows:

⁵ See FCC Public Notice, Certificate of Eligibility for Class A Television Station Status, Released June 2, 2000.

du Treil, Lundin & Rackley, Inc.

Consulting Engineers

Page 5

Montgomery, Alabama

<u>City</u>	<u>Present</u>	<u>Channel No.</u>	<u>Proposed</u>
Montgomery, AL	<u>*14</u> , 16, 46c 51, <u>57</u>		<u>14</u> , 16, <u>*27</u> , 46c, 51



Charles Cooper

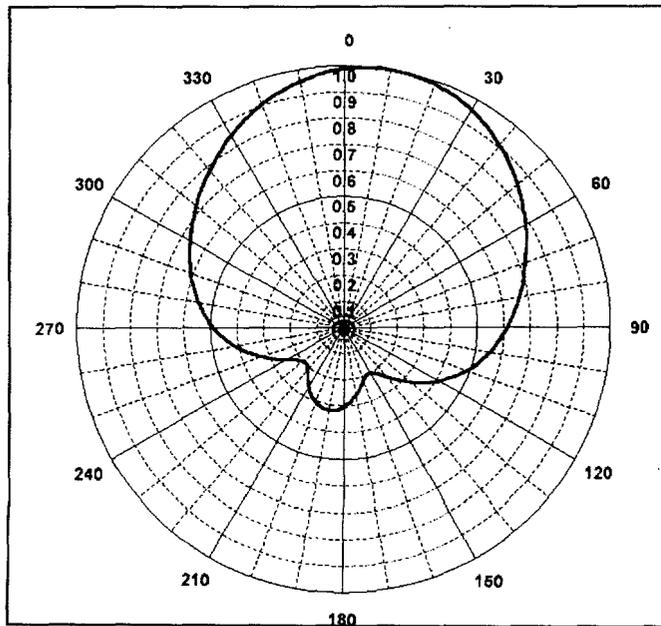
du Treil, Lundin & Rackley, Inc.
201 Fletcher Avenue
Sarasota, Florida 34237
941.329.6000

April 5, 2001

TECHNICAL EXHIBIT
 PREPARED IN SUPPORT OF
 PETITION FOR RULE MAKING TO
 MODIFY THE DTV ALLOTMENT TABLE
 STATIONS WSFA-DT AND WAIQ-DT
 MONTGOMERY, ALABAMA

Proposed Directional Antenna Tabulation for
WSFA-DT on Channel 14

Bearing (0° True)	Relative Field	Bearing (0° True)	Relative Field
0	0.989	180	0.306
10	1.000	190	0.322
20	0.989	200	0.306
30	0.956	210	0.262
40	0.907	220	0.214
50	0.848	230	0.200
60	0.785	240	0.247
70	0.723	250	0.328
80	0.667	260	0.413
90	0.612	270	0.489
100	0.554	280	0.554
110	0.489	290	0.612
120	0.413	300	0.667
130	0.328	310	0.723
140	0.247	320	0.785
150	0.200	330	0.848
160	0.214	340	0.907
170	0.262	350	0.956



Proposed Directional Antenna Pattern
Andrew C4 Pattern Orientated at 10° True

TECHNICAL EXHIBIT
 PREPARED IN SUPPORT OF
 PETITION FOR RULE MAKING TO
 MODIFY THE DTV ALLOTMENT TABLE
 STATIONS WSFA-DT AND WAIQ-DT
 MONTGOMERY, ALABAMA

Summary of WSFA-DT Channel 14 Allocation Analysis

Facility	Channel	NTSC or DTV?	Baseline Service Population (1990)	Permissible IX(%)	Net New IX Caused by Proposed (1990)	Percent of Baseline (%)
WHDF-DT CP. Florence, AL	14	DTV	284,081	2.0	128	0.05
WHDF-DT Allotment Florence, AL	14	DTV	284,081	2.0	59	0.02
WAIQ-DT Allotment Montgomery, AL	14	DTV	Proposed to be reallocated to Channel 27			
WABW-TV Pelham, GA	14	NTSC	647,471	2.0	3,262	0.50
WPXA(TV) Application Rome, GA	14	NTSC	3,509,567	2.0	19,292	0.54
WPXA(TV) License Rome, GA	14	DTV	3,509,567	2.0	13,242	0.38
WMAW-TV Meridian, MS	14	NTSC	314,372	2.0	5,125	1.63
WPMI(TV) License Mobile, AL	14	NTSC	No Interference Predicted			
WRBL-DT Allotment Columbus, GA	15	DTV	1,348,117	2.0	534	0.04
WDHN(TV) License Dothan, AL	18	NTSC	No Interference Predicted			
Vacant Allotment Tuskegee, AL	22	NTSC	No Interference Predicted			

TECHNICAL EXHIBIT
PREPARED IN SUPPORT OF
PETITION FOR RULE MAKING TO
MODIFY THE DTV ALLOTMENT TABLE
STATIONS WSFA-DT AND WAIQ-DT
MONTGOMERY, ALABAMA

Summary of WAIQ-DT Channel 27 Allocation Analysis

Facility	Channel	NTSC or DTV?	Baseline Service Population (1990)	Permissible IX(%)	Net New IX Caused by Proposed (1990)	Percent of Baseline (%)
WCOV-TV License Montgomery, AL	20	NTSC		No Interference Predicted		
WCOV-TV CP Montgomery, AL	20	NTSC		No Interference Predicted		
WLDM CP.-MOD Tuscoloosa, AL	23	NTSC		No Interference Predicted		
WTJP-DT CP Gadsden, AL	26	DTV		No Interference Predicted		
WJTP-DT Allotment Gadsden, AL	26	DTV		No Interference Predicted		
WAIQ(TV) License Montgomery, AL	26	NTSC		No Interference Predicted		
WACS-DT CP. Dawson, GA	26	DTV		No Interference Predicted		
WACS-DT Allotment Dawson, GA	26	DTV		No Interference Predicted		
WMDN-DT CP Meridian, MS	26	DTV		No Interference Predicted		
WMDN-DT Allotment Meridian, MS	26	DTV		No Interference Predicted		
WKRK-DT Allotment Mobile, AL	27	DTV	1,310,490	2.0	7,500	0.57
WTXL-TV CP Tallahassee, FL	27	NTSC	609,523	2.0	2,900	0.48

Facility	Channel	NTSC or DTV?	Baseline Service Population (1990)	Permissible IX(%)	Net New IX Caused by Proposed (1990)	Percent of Baseline (%)
WTXL-TV LIC Tallahassee, FL	27	NTSC	609,523	2.0	2,700	0.44
WAGA-DT Allotment Atlanta, GA	27	DTV	3,524,280	2.0	24,000	0.69
WLOV-TV LIC West Point, MS	27	NSTC	424,658	2.0	500	0.12
WKRN-DT Allotment Nashville, TN	27	DTV	No Interference Predicted			
WTTO-DT Allotment Homewood, AL	28	DTV	1,436,869	2.0	540	0.04
WJSP-TV License Columbus, GA	28	NTSC	No Interference Predicted			
WBIH(TV) CP. Mod Selma, AL (see note)	29	NTSC	447,983	2.0	8,845	1.97

Note: WBIH(TV) *de minimis* calculation is based upon its current baseline service population.

APPENDIX B

Redacted Agreement

DTV CHANNEL CHANGE AGREEMENT

This DTV CHANNEL CHANGE AGREEMENT ("Agreement") is dated as of the 26th day of April, 2001, by and between Alabama Educational Television Commission ("AETC"), an Alabama public agency, and Cosmos Broadcasting Corporation, a South Carolina corporation ("Cosmos").

RECITALS

- A. AETC is the licensee of NTSC television station WAIQ(TV), NTSC Channel *26, Montgomery, Alabama and permittee of digital television ("DTV") station WAIQ-DT, DTV Channel *14 ("WAIQ-DT") pursuant to authorizations issued by the Federal Communications Commission ("FCC").
- B. Cosmos is the licensee of NTSC television station WSFA(TV), NTSC Channel 12, Montgomery, Alabama and permittee of DTV station WSFA-DT, DTV Channel 57 ("WSFA-DT") pursuant to authorizations issued by the FCC.
- C. AETC and Cosmos (together the "Parties") desire to make certain improvements in connection with commencement of DTV operations and to request interrelated DTV channel changes that would require the mutual cooperation of the Parties to effectuate the following:
 - 1. The reassignment of WAIQ-DT to Channel *27, which is the upper adjacent channel to WAIQ(TV)'s operations on Channel *26 and would permit WAIQ-DT to "maximize" its DTV service by increasing effective radiated power and to achieve certain efficiencies of operating shared analog and digital transmission equipment; and
 - 2. The reassignment of WSFA-DT to WAIQ-DT's currently allotted Channel 14, which would permit WSFA-DT to obtain an in-core channel and would enable superior viewer reception.

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

SECTION 1. DEFINITIONS

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

"WAIQ-DT Construction Permit" means the authority issued by the FCC to construct the facilities of WAIQ-DT on Channel 27.

“WSFA-DT Construction Permit” means the authority issued by the FCC to construct the facilities of WSFA-DT on Channel 14.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF AETC

AETC represents and warrants to Cosmos as follows:

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

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

SECTION 3. REPRESENTATION AND WARRANTIES OF COSMOS

Cosmos represents and warrants to AETC as follows:

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

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

SECTION 4. COVENANTS AND AGREEMENTS

4.1 Joint Request and Cooperation

(a) Within five (5) days of the execution of this Agreement and all other agreements and documents contemplated hereby, but in no event later than April 27, 2001, the Parties shall prepare, file with the FCC, and prosecute in good faith a request in writing to the FCC (collectively, the “Joint Petition”) that the FCC promptly issue a Notice of Proposed Rule Making to amend the DTV Table of Allotments (47 C.F.R. § 73.622(b)) such that, consistent with the mutually contingent requests of the Parties:

- (1) WAIQ-DT would be allotted Channel *27; and
- (2) WSFA-DT would be allotted Channel 14.

(b) The Parties shall cooperate fully with each other and their respective counsel in connection with any actions required to be taken as part of their respective obligations under this Agreement. The Parties shall cause the preparation of all documentation needed properly to support said Joint Petition and grant of the WAIQ-DT Construction Permit and the WSFA-DT Construction Permit (collectively, the "Construction Permits"), including any amendments or supplements that may be needed. The Parties agree to take all commercially reasonable actions to assist and support grant of the Joint Petition and the Construction Permits, including, but not limited to, consulting with each other and actively supporting efforts in that regard before the FCC. Each party shall fully cooperate with the other and the FCC by expeditiously and completely providing any additional information requested by the FCC. The Parties further agree to engage in good faith efforts to address any objections of the FCC to the terms of this Agreement, which efforts would include the timely filing of appeals, where the resolution of such objections would not materially alter the business terms of this Agreement.

4.2 No Inconsistent Action. Without derogation of their respective rights under this Agreement, the Parties, jointly and individually, shall use all commercially reasonable efforts to take no action inconsistent with this Agreement or the Joint Petition. Notwithstanding any other provision in this Agreement to the contrary, in the event that either party violates its obligations in this Section 4.2 (the "Violating Party"), the other party shall have the right to seek specific performance of Violating Party's obligations hereunder.

4.3 Compensation.

(a)

[REDACTED]

(b)

[REDACTED]

With a copy to:

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

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 6.1.

6.2 Benefit and Binding Effect. No party may assign this Agreement without the prior written consent of the other party hereto, provided that such consent may not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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

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

6.5 Remedies on Default. In the event that any party breaches this Agreement, the breaching party shall have ten (10) days from receipt of written notice of the breach from the notifying party to cure said breach, after which time it shall be deemed to be in default. In the event that any party is in default in the performance of the terms of this Agreement, except as otherwise provided herein, the other party shall have available to it all remedies upon default to which it is entitled under South Carolina law or at equity, and the rules, regulations and policies of the Commission, including any and all rights to the remedy of specific performance. Notwithstanding other rights reserved to the parties pursuant to this Agreement, the Parties agree that the failure of any party to perform its obligations under this Agreement is one for which there is no adequate remedy at law, and that any party may seek injunctive relief or other equitable remedy in event of default by the other to compel the other to perform its obligations hereunder.

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

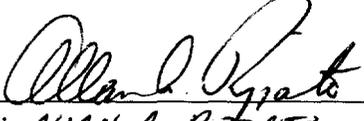
6.7 Amendments. This Agreement cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

ALABAMA EDUCATIONAL TELEVISION COMMISSION

By: 
Name: ALLAN A. PIZATO
Title: EXECUTIVE DIRECTOR

COSMOS BROADCASTING CORPORATION

By: _____
Name:
Title:

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

ALABAMA EDUCATIONAL TELEVISION COMMISSION

By: _____
Name:
Title:

COSMOS BROADCASTING CORPORATION

By:  _____
Name: James M. Keelon
Title: President