

TABLE I
KIMO-DT, CHANNEL 12, ANCHORAGE, ALASKA
HORIZONTAL DIRECTIONAL RADIATION PATTERN
MARCH 2004

<u>AZIMUTH</u>	<u>RELATIVE FIELD</u>	<u>ERP/kW</u>
0.0	0.710	25.21
10.0	0.800	32.00
20.0	0.870	37.85
30.0	0.950	45.13
40.0	0.960	46.08
50.0	0.900	40.50
60.0	0.820	33.62
70.0	0.740	27.38
80.0	0.680	23.12
90.0	0.640	20.48
100.0	0.730	26.65
110.0	0.830	34.45
120.0	0.940	44.18
130.0	0.970	47.05
140.0	0.940	44.18
150.0	0.840	35.28
160.0	0.750	28.13
170.0	0.690	23.81
180.0	0.680	23.12
190.0	0.750	28.13
200.0	0.830	34.45
210.0	0.910	41.41
220.0	0.930	43.25
230.0	0.890	39.61
240.0	0.810	32.81
250.0	0.740	27.38
260.0	0.690	23.81
270.0	0.700	24.50
280.0	0.780	30.42
290.0	0.870	37.85
300.0	0.940	45.03
310.0	0.940	44.18
320.0	0.860	36.98
330.0	0.800	32.00
340.0	0.710	25.21
350.0	0.660	21.78
37.0	1.000	50.00
129.0	1.000	50.00

TABLE II
KIMO-DT, CHANNEL 12, ANCHORAGE, ALASKA
VERTICAL DIRECTIONAL RADIATION PATTERN
MARCH 2004

<u>AZIMUTH</u>	<u>RELATIVE FIELD</u>
-16.0	0.010
-15.0	0.060
-14.0	0.110
-13.0	0.130
-12.0	0.100
-11.0	0.040
-10.0	0.070
-9.0	0.170
-8.0	0.230
-7.0	0.190
-6.0	0.090
-5.0	0.130
-4.0	0.390
-3.0	0.650
-2.0	0.871
-1.0	0.979
-0.6	1.000
0.0	0.979
1.0	0.871
2.0	0.650
3.0	0.390
4.0	0.130
5.0	0.090
6.0	0.190
7.0	0.230
8.0	0.170
9.0	0.070
10.0	0.040
11.0	0.780
12.0	0.949
13.0	0.940
14.0	0.860
15.0	0.800

TABLE III
ANALOG TV AND DTV ALLOCATION SITUATION
FOR THE PROPOSED DTV OPERATION OF
KIMO-DT, ANCHORAGE, ALASKA
CHANNEL 12 50 KW 240 METERS
MARCH 2004

<u>CHANNEL</u>	<u>CALL</u>	<u>CITY/ STATE</u>	<u>GEOGRAPHIC COORDINATES</u>	<u>DISTANCE km</u>
12	KIMO-DT	Anchorage, AK	N 61-25-22 W 149-52-20	--
11	KTVA(TV) LIC	Anchorage, AK	N 61-11-33 W 149-54-01	25.7
12	None within 500 km		--	--
13	KIMO(TV) LIC	Anchorage, AK	N 61-25-22 W 149-52-20	0.0

TABLE IV

TV INTERFERENCE and SPACING ANALYSIS PROGRAM

Date: 03-10-2004 Time: 17:28:18

Record Selected for Analysis

NEW USERRECORD-01 ANCHORAGE
 AK US
 Channel 12 ERP 50. kW HAAT 240. m RCAMSL 00271 m
 Latitude 061-25-22 Longitude 0149-52-20
 Status APP Zone 2 Border
 Dir Antenna Make usr Model KTUUH Beam tilt N Ref Azimuth
 0.
 Last update Cutoff date Docket
 Comments
 Applicant

Cell Size for Service Analysis 0.5 km/side

Distance Increments for Longley-Rice Analysis 1.00 km

Facility meets maximum height/power limits

Azimuth (Deg)	ERP (kW)	HAAT (m)	36.0 dBu F(50,90) (km)
0.0	21.815	227.7	94.5
45.0	37.528	202.5	96.3
90.0	17.613	270.3	95.5
135.0	39.172	260.2	101.4
180.0	19.874	270.9	96.4
225.0	35.700	239.2	99.3
270.0	21.178	235.4	95.0
315.0	35.060	217.2	97.2

Evaluation toward Class A Stations

No Spacing violations or contour overlap to Class A stations

Class A Evaluation Complete

SPACING VIOLATION FOUND BETWEEN STATION

NEW 12 ANCHORAGE
 AK USERRECORD01

KHANNA & GULL, Inc. - Consulting Engineers

and station

SHORT TO: KTVA 11 ANCHORAGE AK BLCT 19831019KM
 061-11-33 0149-54- 1
 Req. separation => 11.0 <= 125.0 Actual separation 25.7 Short 99.3(
 14.7) km

Proposed facility OK to FCC Monitoring Stations

Proposed facility OK toward West Virginia quite zone

Proposed facility OK toward Table Mountain

Proposed facility is beyond the Canadian coordination distance

Proposed facility is beyond the Mexican coordination distance

Proposed station is OK toward AM broadcast stations

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Start of Interference Analysis

	Proposed Station	
Channel	Call	City/State
12	NEW	ANCHORAGE
AK	USERRECORD01	

Stations Potentially Affected by Proposed Station

Chan No.	Call	City/State	Dist(km)	Status	Application	Ref.
11	KTVA	ANCHORAGE AK	0.0	CP	BPCT	-
20010426AAO						
11	KTVA	ANCHORAGE AK	25.6	LIC	BLCT	-
19831019KM						
13	KIMO	ANCHORAGE AK	0.0	LIC	BLCT	-
19960320KE						

 %

Analysis of Interference to Affected Station 1

NTSC Baseline Analysis

Channel	Call	City/State	Application	Ref. No.
11	KTVA	ANCHORAGE AK	DTVPLN	-NPLN0694

Stations Potentially Affecting This Station

KHANNA & GULL, Inc. - Consulting Engineers

NTSC Baseline Analysis

Channel	Call	City/State	Application	Ref. No.
13	KIMO	ANCHORAGE AK	DTVPLN	-NPLN0809

Stations Potentially Affecting This Station

Chan No.	Call	City/State	Dist(km)	Status	Application	Ref.
13	NEW	FAIRBANKS AK	395.3	PLN	DTVPLN	-

NPLN0810

Results for: 13N AK ANCHORAGE	DTVPLN	NPLN0809	PLN
	POPULATION	AREA (sq km)	
within Noise Limited Contour	264909	26134.5	
not affected by terrain losses	263914	22253.3	
lost to NTSC IX	0	0.0	
lost to additional IX by ATV	0	0.0	
lost to all IX	0	0.0	

Analysis of current record

Channel	Call	City/State	Application	Ref. No.
13	KIMO	ANCHORAGE AK	BLCT	-19960320KE

Stations Potentially Affecting This Station

Chan No.	Call	City/State	Dist(km)	Status	Application	Ref.
13	970331LK	FAIRBANKS AK	394.5	APP	BPET	-
13	960920YE	FAIRBANKS AK	394.8	APP	BPCT	-
13	960920LC	FAIRBANKS AK	403.7	APP	BPCT	-
13	970331KQ	FAIRBANKS AK	394.8	APP	BPCT	-
13	960917KG	FAIRBANKS AK	395.3	APP	BPCT	-
12	NEW	ANCHORAGE				
AK	0.0	APP			USERRECORD-01	

Proposal causes no interference

#

Analysis of Interference to Affected Station 4

Analysis of current record

Channel	Call	City/State	Application	Ref. No.
12	NEW	ANCHORAGE		
AK	USERRECORD-01			

Stations Potentially Affecting This Station

Chan No.	Call	City/State	Dist(km)	Status	Application	Ref.
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KHANNA & GUILL, Inc. - Consulting Engineers

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11   KTVA      ANCHORAGE AK           0.0  CP    BPCT    -
20010426AAO
13   KIMO      ANCHORAGE AK           0.0  LIC   BLCT    -
19960320KE

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Total scenarios = 1

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Result key:          3
Scenario            1  Affected station      4
Before Analysis

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Results for: 12A AK ANCHORAGE

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USERRECORD01      APP
  HAAT 240.0 m, ATV ERP 50.0 kW
                POPULATION  AREA (sq km)
within Noise Limited Contour      265309      29764.7
not affected by terrain losses     264316      25880.8
lost to NTSC IX                    0           0.0
lost to additional IX by ATV        0           0.0
lost to ATV IX only                 0           0.0
lost to all IX                      0           0.0

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Potential Interfering Stations Included in above Scenario 1

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FINISHED FINISHED FINISHED FINISHED FINISHED FINISHED



EXHIBIT B

JOINT REQUEST FOR APPROVAL OF AGREEMENT

Joseph E. Dunne III
Attorney at Law
P.O. Box 9203
Durango, CO 81302-9203

March 2, 2004

VIA OVERNIGHT EXPRESS

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

ATTN: Video Division
Media Bureau

RE: Settlement of Mutually Exclusivity between Alaska Broadcast Television, Inc. ("ABT") (BPED-19960916KE) and Alaska Public Telecommunications, Inc. ("APT") (BPED-19961115KE), Applicants for a Noncommercial Educational Television Station on Channel 9, Anchorage, Alaska

Dear Ms. Dortch:

Transmitted herewith in triplicate is a "Joint Request for Approval of Agreement" ("Joint Request") and "Settlement Agreement" ("Agreement") which resolves the mutual exclusivity between the two above-referenced applicants for a new noncommercial educational television station on channel 9, Anchorage Alaska. Also enclosed as an attachment to the Agreement are the declarations required by Section 73.3525 of the Commission's Rules.

The applicants respectfully request that the enclosed copy of the "Joint Request" and "Agreement," marked "COPY," be stamped as received and returned to the undersigned in the enclosed stamped self-addressed envelope.

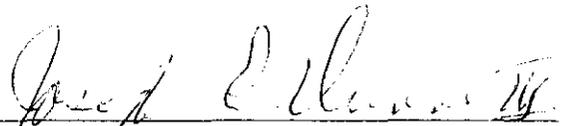
Should any questions arise concerning this matter kindly contact counsel for APTI:

Margaret L. Miller, Esq.
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036-6802
(202)776-2914

or the undersigned as counsel for ABT.

Respectfully Submitted,

ALASKA BROADCAST TELEVISION, INC.

By: 

Joseph E. Dunne III
Its Attorney

JED:A06

Enclosure

xc: Margaret L. Miller, Esq.
Thomas Steigleman

Before the
Federal Communications Commission
Washington, D.C. 20554

In re Applications of)
)
ALASKA BROADCAST TELEVISION, INC.) BPET-19960916KE
)
ALASKA PUBLIC TELECOMMUNICATIONS, INC.) BPET-19961115KE
)
)
For a Construction Permit to Construct a New)
Noncommercial Television Station on Channel 9)
to Serve Anchorage, Alaska)

To: Associate Chief
Video Division
Media Bureau

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Alaska Broadcast Television, Inc. ("ABT"), and Alaska Public Telecommunications, Inc. ("APT") (hereinafter referred to singularly as "Applicant" or collectively as "Applicants" or "Parties"), by their attorneys, hereby respectfully request, pursuant to Section 311(c)(2) of the Communications Act of 1934, as amended, that this "Joint Request for Approval of Settlement Agreement" (hereinafter referred to as "Joint Request") be approved, that the application of Alaska Broadcast Television, Inc. be granted and that the application of Alaska Public Telecommunications, Inc. be dismissed with prejudice. In support of this request, the following is respectfully submitted for the Federal Communications Commission's consideration.

1. Each Applicant has pending before the Federal Communications Commission (hereinafter "FCC") an FCC Form 340 application seeking authority to construct a new noncommercial television station in Anchorage, Alaska on Channel *9 and such applications are mutually-exclusive in that only one can be granted.
2. On August 28, 2003 the Federal Communications Commission issued a letter which denied approval to an earlier filed Settlement Agreement between the Parties and which directed the Parties to file Point Supplements to their above-captioned mutual exclusive applications to operate a new noncommercial television station on Channel *9 to serve Anchorage, Alaska within 30 days. On September 25, 2003 the Parties filed a "Joint Request for Extension of Time to File Point System Supplement to Applications" requesting a 30 day extension of the date on which the Parties must file their Point Supplements to the above-captioned applications. On October 24, 2003 and November 25, 2003, and again in December, 22, 2003 and February 2, 2004 the Parties filed additional "Joint Requests for Extension of Time to File Point Supplement to Applications" seeking additional time within which to pursue settlement, or, failing that, to file their Point Supplements. The deadline for filing a Joint Request for Approval of Agreement and Settlement Agreement is now March 2, 2004.
3. The Applicants hereby submit the attached Settlement Agreement ("Settlement Agreement") in Exhibit I for Commission approval. The Agreement contemplates the dismissal of the above-referenced FCC Form 340 application of APII in return for ABI's agreement to accept interference on Channel *9 which might be

caused by the operation of an APTD DTV facility on channel 8 in Anchorage, Alaska, should such interference occur, and other consideration as set forth in the Settlement Agreement in Exhibit 1. The Applicants believe that the public interest will best be served if the mutual-exclusivity of their applications is resolved by this amicable agreement since such resolution: (a) will conserve the resources of the applicants (as well as the Federal Communications Commission); and, (b) will hasten inauguration of a new noncommercial television service to Anchorage, Alaska more quickly than would otherwise be possible. The Settlement Agreement contains certifications that the applications were not filed for purposes of reaching or carrying out a settlement, that the agreements embody all of the consideration involved in the settlement of their controversy, and that the Settlement Agreement and the actions contemplated thereby are in the public interest.

4. The declarations required by Section 3.3525 of the Commission's Rules and Regulations are attached in Exhibit A to the Settlement Agreement.

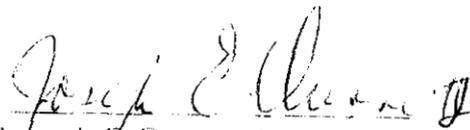
CONCLUSION

The Parties, by their undersigned counsel, respectfully submit that approval of the subject Settlement Agreement is in the public interest and, as such, for the reasons set forth hereinabove, and respectfully request, pursuant to Section 311(c)(2) of the Communications Act of 1934 (as amended), that the above-captioned FCC Form 340 application of Alaska Broadcast Television, Inc. for Channel #9, Anchorage, Alaska, be granted and that the above-captioned FCC Form 340 application of Alaska Public

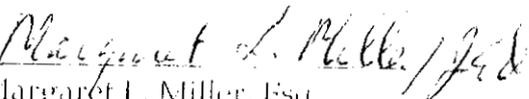
Telecommunications for Channel *9, Anchorage, Alaska, be dismissed with prejudice.

WHEREFORE, the premises considered, Alaska Broadcast Television, Inc. and Alaska Public Telecommunications, Inc. Inc. hereby join in respectfully requesting the Commission to take the actions contemplated by this Joint Request for Approval of Agreement and the Attached Settlement Agreement.

ALASKA BROADCAST TELEVISION, INC.

By: 
Joseph E. Dunne III, Esq.
Attorney At Law
P.O. Box 9203
Durango, CO 81302-9203
(970) 385-7312

ALASKA PUBLIC
TELECOMMUNICATIONS, INC.

By: 
Margaret L. Miller, Esq.
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Ave., N.W., Suite 800
Washington, D.C. 20036-6802
(202) 776-2914

APTI-ABT JOINT REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT A
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Agreement") is entered into this _____ day of February, 2004, by and between Alaska Public Telecommunications, Inc. (hereinafter "APTI") and Alaska Broadcast Television, Inc. (hereinafter "ABT") (i.e., referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, APTI and ABT each have pending before the Federal Communications Commission ("FCC") an application seeking FCC authority to construct a new noncommercial station on Channel *9, Anchorage, Alaska (ABT in BPET-19960916KE) (APTI in BPET-19961115KE), (each an "Application" and, collectively, the "Applications");

WHEREAS, the Applications of APTI and ABT are mutually exclusive with each other, in that only one can be granted;

WHEREAS, on August 28, 2003 the Federal Communications Commission released a letter denying the Parties earlier filed Settlement Agreement and directing the Applicants to file their Point Supplement to their pending applications within 30 days, and the applicants have jointly sought additional extensions of the time of the date on which they must file their Point Supplements;

WHEREAS, the Parties believe that the public interest will best be served if the mutual-exclusivity of their applications is resolved by amicable agreement since such resolution: (a) will conserve the resources of both the applicants (as well as the Federal Communications Commission); and, (b) will hasten inauguration of a new noncommercial television service to Anchorage, Alaska more quickly than would otherwise be possible.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. **Dismissal of Application.** Subject to approval of this Agreement by the Federal Communications Commission, APTI shall dismiss with prejudice its pending FCC Form 340 application seeking authority to construct a new noncommercial

television station on channel *9, Anchorage, Alaska (File No. BPET-19961115KE).

2. **Consideration for APTI's Dismissal.** As consideration for dismissal of APTI's above-referenced FCC Form 340 application, ABT hereby agrees to accept any interference to the operation of analog Channel *9 which may occur due to the operation of KAKM-DT's DTV facility on Channel *8 in Anchorage, Alaska licensed to APTI. Without limiting the foregoing, ABT specifically agrees to accept interference based on APTI's operation of KAKM-DT on DTV channel 8 with the facilities proposed in APTI's Joint Petition for Rulemaking, filed February 21, 2003, which specifies that KAKM-DT would operate from the Frank A. Mengel Broadcast Site with an ERP not to exceed 100 kilowatts.

3. **STL Links.** APTI will provide technical and engineering services to ABT for the purpose of assisting ABT with applications for an STL link from ABT's main studio to ABT's channel 9 transmitter site specified in the ABT Application and for a TV Intercity Relay from the Channel 9 transmitter site specified in the ABT application to the GCI cable headend. APTI will provide frequency coordination, technical expertise, filing data and support materials at its own cost to ABT for ABT's review. APTI WILL PROVIDE THIS MATERIAL IN 90 DAYS OR LESS FROM THE DATE OF THE ABT REQUEST FOR TECHNICAL AND ENGINEERING SERVICES. ABT shall be responsible for filing the applications with and prosecuting the applications before the FCC.

4. **Right of First Refusal.** For a period of ten (10) years after FCC grant of the ABT's Application, if ABT should choose to transfer the Channel 9 or the paired Channel 26 permit or license (collectively the "Station") and assets used and useful in the operation of the Station, excepting main studio premises, to a third party, then, in that event, APTI shall have a right of first refusal to acquire the Station. ABT shall first offer to transfer the Station to APTI on the same terms as the third party agreement. APTI shall then have 30 days with which to accept the offer on those terms. If APTI does not elect to accept the offer, ABT may then transfer the Station to the third party.

5. **Expiration or Surrender of Permit or License.** If ABT finds itself unable to construct and operate the Station within the initial construction period authorized by the FCC or if ABT should decide to surrender the Station permit or license to the FCC at any time within a period of ten (10) years after the FCC grant of ABT's Application, ABT shall provide notice to APTI at least four (4) months prior to the expiration date of the initial construction permit or prior to the planned license surrender date and offer the permit or license to APTI for no additional consideration other than this Settlement Agreement. APTI shall then have 30 days with which to accept the permit or license. Should APTI elect to accept the permit or license, ABT shall transfer the permit or

license to APTI.

6. **Request for FCC Consent.** Prior to November 28, 2003 (or such later date as the FCC may specify as the final date for submitting Point Supplements by the Parties), the Parties hereto shall file a Joint Request for Approval of Settlement Agreement (hereinafter "Joint Request") in the form required by Section 73.3525 of the Commission's rules, requesting that the FCC issue an order or orders: (i) granting the Joint Request; (ii) dismissing APTI's Application; and, (iii) granting the Application of ABT as contemplated by this Settlement Agreement. The Parties shall in good faith pursue approval by the FCC of the Joint Request and shall cooperate fully with each other and with the FCC and take whatever additional action is necessary or appropriate to obtain FCC approval of, and to effectuate, this Settlement Agreement. Neither Party shall take any action adverse to this Settlement Agreement or the Joint Request.

7. **Declaration.** In executing the subject Settlement Agreement, the Parties affirm, under penalty of perjury, that: (a) their respective Applications were not filed with the Federal Communications Commission for the purpose of reaching or carrying out a settlement; (b) the Settlement Agreement fully discloses all terms of their settlement; (c) the Parties believe the Settlement Agreement will serve the public interest by conserving the resources of the Parties, terminating a long-pending matter before the Federal Communications Commission and hastening inauguration of a new noncommercial television service to Anchorage, Alaska; and, (d) they believe that they have complied with the requirements of Section 311(c)(2) of the Communications Act of 1934, as amended, and section 73.3525 of the Commission's Rules and Regulations.

8. **Authorization and Binding Obligation.** The Parties hereto represent to one another that they each have the power and authority to enter into and carry out this Settlement Agreement and that this Settlement Agreement constitutes a valid and binding obligation of each of them in accordance with its terms, and has been authorized by all necessary action on the part of each party hereto, including, but not limited to, the requisite approval of the Board of Directors of each corporate entity which is a party hereto.

9. **Duty to Cooperate.** The Parties hereto hereby covenant to exercise good faith in their negotiations and actions with one another and their respective representatives. The Parties hereto shall cooperate fully with each other in taking any actions necessary or helpful to accomplish fully the transactions contemplated by this Agreement. The Parties agree to take whatever additional action is reasonably necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement and to obtain the grant of ABT's application. In the event the FCC requires a modification, alteration, or

amendment of this Agreement, then the Parties agree that the that the provisions of this Agreement are severable, and further agree to make any modification, alteration or amendment required to obtain the FCC's approval, as long as the modification, alteration or amendment does not materially adversely alter or affect the benefits or obligations of the Parties hereto.

10. **Obligations Subject to FCC Consent.** The obligations of the Parties under this Agreement are expressly conditioned upon the FCC approval of this Agreement and the grant of ABT's application, which approval has become a Final Action. For purposes of this Agreement, an action or order of the FCC shall be a "Final Action" when the time within which any party in interest other than the FCC may seek administrative or judicial reconsideration or review of such action or order has expired and no petition for such reconsideration or review has been timely filed with the FCC or with a court of competent jurisdiction, and the time within which the FCC may review such action or order on its own motion has expired and the FCC has not undertaken such review.

11. **Termination.** This Agreement may be terminated by mutual agreement of the Parties hereto, or by either party if the FCC has not approved the Settlement Agreement by December 31, 2005. This Agreement shall terminate if the FCC denies or designates for evidentiary hearing the Joint Request and such denial becomes a Final Action.

12. **Further Assurances.** Each Party shall from time to time, at the reasonable request of any other Party, and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may be necessary or appropriate in order to more effectively consummate the transactions contemplated hereby.

13. **Notices.** Any notice required hereunder shall be in writing and any notice or other communication shall be deemed given when delivered personally, mailed by certified mail (postage prepaid, return receipt requested) or forwarded by overnight delivery (i.e., by Federal Express, United Parcel Service or USPS Express Mail) to the individuals identified herein below:

If to APTI:

Paul Stankavich, President, General Manager
Alaska Public Telecommunications, Inc.
KAKM Channel 7
3877 University Dr.

Anchorage, AK 99508
PHONE: (907)273-9132
FAX: (907) 273-9188

With a Copy To:

Margaret L. Miller, Esq.
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036-6802

If to ABT:

Dr. Jerry Prevo, President
Alaska Broadcast Television, Inc.
c/o Alaska Baptist Temple
401 East Northern Lights Blvd.
Anchorage, AK 99504
PHONE: (907) 333-2426
FAX: (907) 333-6535

With a copy to:

Joseph E. Dunne III, Esq.
Attorney At Law
P.O. Box 9203
Durango, CO 81302-9203

14. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties. There are no other agreements, representations, warranties or understandings (oral or written) between them with respect to the subject matter hereof, and no other consideration, action or forbearance is contemplated or relied upon by them. This Agreement may not be altered, amended or modified except by a written instrument signed by both Parties.

15. **Enforcement.** In the event that either Party refuses to cooperate in seeking to effectuate this Settlement Agreement, the other party shall have available to it all remedies to which it is entitled under law or at equity, and the rules, regulations and policies of the Federal Communications Commission, including any and all rights to the

remedy of specific performance. Notwithstanding other rights reserved to the parties pursuant to this Settlement Agreement, the parties agree that the failure of either party to perform its obligations and covenants under this Settlement Agreement is one for which there is no adequate remedy at law, and either party may seek injunctive relief and/or specific performance requiring the other party to perform its obligations hereunder. Should the Parties engage in litigation arising out of this Settlement Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court.

16. **Assignment and Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their heirs, successors, executors, legal representatives and assigns, provided however that neither Party may voluntarily assign this Settlement Agreement without the express written consent of the other Party, such consent not to be unreasonably withheld.

17. **Construction.** The event that any of the provisions contained in this Settlement Agreement is held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this Settlement Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein. Further, this Settlement Agreement is the product of negotiation and preparation by and between the Parties. Accordingly, the Parties hereto acknowledge and agree that this Settlement Agreement shall not be deemed prepared or drafted by one Party or another (or the attorneys for one Party or another) and shall be construed accordingly.

18. **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.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska (without application of conflicts of laws principles), the Communications Act of 1934 (as amended), and the Rules and Regulations of the Federal Communications Commission. The Parties agree to accept both subject matter and personal jurisdiction of the courts of the State of Alaska for the resolution of any disputes under this Agreement.

20. **Counterparts.** This Settlement Agreement may be signed by the Parties in any number of counterparts with the same effect as if the signature of each such counterpart were upon the same instrument, and each executed copy shall be an original for all purposes without accounting for the other copies. Copied and/or faxed signature pages may be deemed originals for the purposes of this Settlement Agreement (i.e., with the underlying original signature page to be supplied to the FCC upon request). This Settlement Agreement shall be effective as of the date on which the

executed counterparts are exchanged by the Parties.

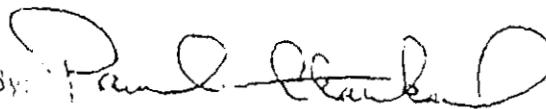
21. Amendments and Waivers No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

23. Expenses and Obligations. Except as otherwise provided in this Agreement or as provided by law, all costs and expenses incurred by the Parties hereto in connection with the consummation of the transactions contemplated hereby shall be borne solely and entirely by the Party which has incurred such expenses. In the case of a dispute between the parties in connection with this Agreement and the transactions contemplated hereby, each of the Parties hereto hereby agrees that the prevailing Party shall be entitled to reimbursement by the other Party of reasonable legal fees and expenses incurred in connection with any action or proceeding.

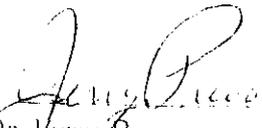
24. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be disapproved by the FCC, or be invalid and unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement or have caused this Settlement Agreement to be executed on their behalf to be effective as of the date first set forth above.

Alaska Public Telecommunications, Inc.

By: 
Paul Stankavich
President, General Manager

Alaska Broadcast Television, Inc.

By: 
Dr. Jerry Prevo
Its President

ABT-APTI SETTLEMENT AGREEMENT
EXHIBIT A

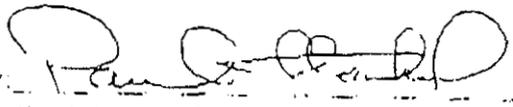
APPLICANT DECLARATIONS

DECLARATION

1. Paul Stankavich, hereby declare as follows:

1. I am the President and General Manager of Alaska Public Telecommunications, Inc. ("APTI"), an applicant for a new noncommercial television station in Anchorage, Alaska (FCC File No. BPE1-1996115KE) which is mutually exclusive with the competing application of Alaska Broadcast Television, Inc.
2. The pending Anchorage, Alaska application was not filed by APTI for the purpose of reaching or carrying out a settlement agreement. Rather, the application was filed for the purpose of constructing and operating a new noncommercial television station in Anchorage, Alaska.
3. The public interest will be served by approval of the Settlement Agreement between Alaska Broadcast Television, Inc. ("ABT") and APTI submitted herewith because scarce FCC resources will be preserved and because new noncommercial television service to Anchorage, Alaska will commence at the earliest possible time.
4. Except as set forth in the Settlement Agreement between ABT and APTI, there is no consideration promised to APTI or APTI's principals by ABT, nor is there any consideration promised to ABT or its principals by APTI.
5. I declare under penalty of perjury that the foregoing is true and correct.
6. Executed this 27th day of February, 2004.

Alaska Public Telecommunications, Inc.

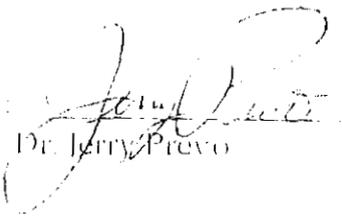
By: 
Paul Stankavich

DECLARATION

I, Dr. Jerry Prevo, hereby declare as follows:

1. I am the President of Alaska Broadcast Television, Inc. ("ABT"), an applicant for a new noncommercial television station on Channel 39, Anchorage, Alaska, FCC File No. BPET-19960916KE, which is mutually exclusive with the competing application of Alaska Public Telecommunications, Inc.
2. The pending Anchorage, Alaska application was not filed by ABT for the purpose of reaching or carrying out a settlement agreement. Rather, the application was filed for the purpose of constructing and operating a new noncommercial television station in Anchorage, Alaska.
3. The public interest will be served by approval of the Settlement Agreement between ABT and Alaska Public Telecommunications, Inc. ("APT") because scarce FCC resources will be preserved and because new noncommercial television service to Anchorage, Alaska will commence at the earliest possible time.
4. Except as set forth in the Settlement Agreement between ABT and APT there is no consideration promised to APT or its principals by ABT, nor is there any consideration promised to ABT or its principals by APT.
5. I declare under penalty of perjury that the foregoing is true and correct.
6. Executed this 21st day of February, 2001.

Alaska Broadcast Television, Inc.

By: 
Dr. Jerry Prevo