

ATTACHMENT B

**Agreement of
Minnesota Public Radio
and
LifeTalk Broadcasting Association**

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered as of this 11th day of July, 2001, by and between Minnesota Public Radio ("MPR") and LifeTalk Broadcasting Association ("LifeTalk").

WITNESSETH

WHEREAS, MPR has tendered to the Federal Communications Commission ("Commission") an application for a construction permit for a new station on Channel 211 at Austin, Minnesota, FCC File No. BPED-19980603MB ("MPR Application"); and

WHEREAS, LifeTalk has tendered to the Commission an application for a construction permit for a new station on Channel 211 at Hayfield, Minnesota, FCC File No. BPED-19981215MD ("LifeTalk Application"); and

WHEREAS, the Commission has stated that the MPR Application and the LifeTalk Application, along with the applications of (1) Broadcasting for the Challenged ("BFC") for a construction permit for a new station on Channel 211 at Albert Lea, Minnesota, FCC File No. BPED-19981215MG ("BFC Application"); (2) Rochester Public Radio ("RPR") for a construction permit to modify the licensed facilities of KRPR(FM) on Channel 210 at Rochester, Minnesota, FCC File No. BPED-19981211MB ("RPR Application"); and (3) CSN International ("CSN") for a construction permit for a new station on Channel 211 at Albert Lea, Minnesota, FCC File No. BPED-19981215ME ("CSN Application"), comprise MX Group 980606; and

WHEREAS, LifeTalk is willing to dismiss with prejudice the LifeTalk Application in exchange for the consideration and mutual covenants contained herein; and

WHEREAS, separate agreements are contemplated among the parties to MX Group 980606 that, together with this Agreement, will result in the universal resolution of this proceeding; and

WHEREAS, MPR and LifeTalk believe that the public interest will best be served if the uncertainty surrounding the applications in MX Group 980606 is resolved, because such resolution will conserve the resources of both the applicants and the Commission, by enabling settlement among the competing applicants for construction permits in MX Group 980606, thereby resulting in the inauguration of a new FM service to Austin, Minnesota more quickly than otherwise would be possible; and

WHEREAS, MPR and LifeTalk understand that this Agreement will be submitted to the Commission for its approval with a Joint Request for Approval of Agreement, and as such this Agreement will constitute material representations to the Commission;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set out below, and with the intention of being legally bound hereby, MPR and LifeTalk agree as follows:

1. Joint Request: Within the period prescribed by the Commission's rules, MPR and LifeTalk shall jointly request in writing ("Joint Request") that the Commission do all of the following:

- (a) Approve the terms of this Agreement as provided for herein;
- (b) Subject to the terms of this Agreement, dismiss with prejudice the LifeTalk Application;
- (c) Grant the MPR Application, without requiring provision of an opportunity for others to apply for the facilities in question; and

(d) Subject to the terms of the separate agreements between parties to MX Group 980606, dispose of all other applications in a manner that results in the grant of the MPR Application.

MPR and LifeTalk shall cause the preparation of all documentation needed to properly support the Joint Request. Each party shall fully cooperate with the other and the Commission by expeditiously and completely providing the other or the Commission with any additional information reasonably requested. MPR and LifeTalk agree that should the Commission find any portion of this Agreement to be unlawful, contrary to public policy or otherwise objectionable, MPR and LifeTalk shall examine the objections of the Commission and timely make individual and joint good faith effort to resolve all objections in a manner which reflects as closely as possible the intentions of the parties as set forth herein, in order to secure FCC approval. MPR and LifeTalk shall each bear their own expenses in the prosecution of this Agreement and all filing contemplated herein.

2. Covenants by MPR: MPR agrees that, in exchange for the agreements and covenants of LifeTalk herein, it shall pay to LifeTalk the sum of ~~ONE HUNDRED THIRTY SEVEN THOUSAND~~ DOLLARS (\$~~137,000~~), or such lesser amount as approved by the Commission, by certified or cashier's check, or by wire transfer, no later than five (5) days from the date on which the Commission's approval of this Agreement, dismissal of the LifeTalk Application and grant of the MPR Application become Final. For purposes of this Agreement, "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and

as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated. MPR agrees to take no action adverse to this Agreement, the Joint Request, or the dismissal of the LifeTalk Application. MPR further agrees to diligently prosecute the MPR Application.

MPR represents and warrants that: (a) it has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein; (b) the execution and delivery of this Agreement by MPR and the consummation by MPR of the transactions contemplated herein have been duly authorized by all necessary action on the part of MPR; (c) this Agreement constitutes a valid and binding obligation of MPR, enforceable against MPR in accordance with its terms; and (d) neither the execution, delivery nor performance by MPR of this Agreement conflicts with, results in a breach of or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which MPR is a party or by which it is bound.

3. Covenants by LifeTalk: LifeTalk agrees that, in exchange for the agreements and covenants of MPR herein, it shall cause the dismissal with prejudice of the LifeTalk Application. LifeTalk agrees to take no action adverse to this Agreement, the Joint Request, any amendment which MPR may file with respect to the MPR Application, or the grant of the MPR Application.

LifeTalk represents and warrants that: (a) it has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein; (b) the execution and delivery of this Agreement by LifeTalk and the consummation by LifeTalk of the transactions contemplated herein have been duly authorized by all necessary action on the part of LifeTalk; (c) this Agreement constitutes a valid and binding obligation of LifeTalk, enforceable against LifeTalk in accordance with its terms; and (d) neither

the execution, delivery or performance by LifeTalk of this Agreement conflicts with, results in a breach of or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which LifeTalk is a party or by which it is bound.

LifeTalk's obligation to perform under this Settlement Agreement is expressly conditioned upon the FCC's approval of this Settlement Agreement without any modification or condition materially adverse to LifeTalk, and upon the dismissal with prejudice of the mutually exclusive applications of BFC and CSN.

4. Notices: Unless otherwise provided herein, all notices, demands, payments and requests required or permitted by this Agreement must be in writing and shall be deemed to have been given when delivered by hand, overnight courier, or sent by facsimile transmission; or on the third day after mailing if mailed by express mail or its equivalent, postage prepaid, return-receipt requested, if available, as stated below:

To MPR: Minnesota Public Radio
Attn: Mitzi T Gramling
Associate General Counsel
45 East Seventh Street
St. Paul, MN 55101
Fax: 651-290-1243

Copy to (which shall not
constitute notice): Todd M. Stansbury
Wiley, Rein & Fielding
1776 K Street, NW
Washington, DC 20006
Fax: 202-719-7207

To LifeTalk: Paul Moore
President
LifeTalk Broadcasting Association
P.O. Box 209
Vonore, Tennessee 37885
Fax: 423-884-2802

Copy to (which shall not

constitute notice):

Donald E. Martin
Law Offices of Donald E. Martin, PC
6060 Hardwick Place
Falls Church, VA 22041
Fax: 703-671-8942

5. Integration: This Agreement contains the entire understanding of the parties with respect to the subject matter, and supersedes all previous oral or written agreements or understandings. This Agreement may be amended only by a written document duly executed by both parties.
6. Counterpart Signatures: This Agreement may be executed by the parties in counterpart with the same effect as if the signatures to all counterpart pages were upon the same copy of the Agreement.
7. Termination: In the event that the Commission has not approved the Joint Request within twelve (12) months from the date hereof, then either party hereto may, upon written notice to the other party, terminate this agreement without liability and the parties shall, in that event, return to the status quo ante, provided however, that the party seeking to terminate this Agreement is not in material breach hereof. MPR or LifeTalk may terminate this Agreement in the event that MPR, LifeTalk, RPR and CSN do not execute agreements that, in combination, result in a universal settlement of MX Group 980606, by the deadline established by the Commission for filing such settlement agreements in Public Notice DA 01-729 (rel. Mar. 22, 2001), including any extensions thereto.
8. Construction: This Agreement shall be construed under the laws of the state of Minnesota without regard to any choice or conflict of law provision or rule.
9. Specific Performance as a Remedy: Because of the unique nature of the broadcast authorization which is the subject matter of this Agreement, specific performance shall

be available as a remedy for breach of this Agreement in addition to all other legal and equitable remedies that may be available under this Agreement. The parties agree that any violation of the covenants contained herein shall constitute irreparable harm. If any party files a lawsuit seeking specific performance of this Agreement, the other party shall waive any defense that an adequate remedy exists at law.

10. Recovery of Costs: If, on account of any alleged breach or default by either party of its obligations under this Agreement, the other party shall take action to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable costs incurred in such action, including, but not limited to, reasonable attorneys' fees and court costs.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound, MPR and LifeTalk have
duly executed this Agreement, on the date first mentioned above.

MINNESOTA PUBLIC RADIO

BY *Martha A. McPhee*

Name: Martha A. McPhee

Title: Chief Operating Officer

LIFETALK BROADCASTING ASSOCIATION

BY _____

Name: _____

Title: _____

IN WITNESS WHEREOF, and intending to be legally bound, MPR and LifeTalk have
duly executed this Agreement, on the date first mentioned above.

MINNESOTA PUBLIC RADIO

BY _____

Name: _____

Title: _____

LIFETALK BROADCASTING ASSOCIATION

BY Paul E. Moore 7/11/01

Name: Paul E. Moore

Title: President

ATTACHMENT C

**Agreement of
Minnesota Public Radio
and
CSN International**

SETTLEMENT AND OPTION AGREEMENT

This Settlement and Option Agreement ("Agreement") is made and entered as of this 22nd day of June, 2001, by and between Minnesota Public Radio ("MPR") and CSN International ("CSN").

WITNESSETH

WHEREAS, MPR has tendered to the Federal Communications Commission ("Commission") an application for a construction permit for a new station on Channel 211 at Austin, Minnesota, FCC File No. BPED-19980603MB ("MPR Application"); and

WHEREAS, CSN has tendered to the Commission an application for a construction permit for a new station on Channel 211 at Albert Lea, Minnesota, FCC File No. BPED-19981215ME ("CSN Application"); and

WHEREAS, the Commission has stated that the MPR Application and the CSN Application are mutually exclusive, and, along with the applications of (1) Broadcasting for the Challenged ("BFC") for a construction permit for a new station on Channel 211 at Albert Lea, Minnesota, FCC File No. BPED-19981215MG ("BFC Application"); (2) Lifetalk Broadcasting Association ("Lifetalk") for a construction permit for a new station on Channel 211 at Albert Lea, Minnesota, FCC File No. BPED-19981215MD ("Lifetalk Application"); and (3) Rochester Public Radio ("RPR") for a construction permit to modify the licensed facilities of KRPR(FM) on Channel 210 at Rochester, Minnesota, FCC File No. BPED-19981211MB ("RPR Application"), comprise MX Group 980606; and

WHEREAS, CSN is willing to dismiss with prejudice the CSN Application in exchange for MPR's promises stated in this Agreement, and in return for the mutual covenants contained herein; and

WHEREAS, separate agreements are contemplated among the parties to MX Group 980606 that, together with this agreement, will result in the universal settlement of this proceeding; and

WHEREAS, MPR and CSN believe that the public interest will best be served if the uncertainty surrounding the applications in MX Group 980606 is resolved, because such resolution will conserve the resources of both the applicants and the Commission, by enabling settlement among the competing applicants for construction permits in MX Group 980606, thereby resulting in the inauguration of a new FM service to Austin, Minnesota more quickly than otherwise would be possible; and

WHEREAS, MPR and CSN understand that this Agreement will be submitted to the Commission for its approval with a Joint Request for Approval of Agreement, and as such this Agreement will constitute material representations to the Commission;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set out below, and with the intention of being legally bound hereby, MPR and CSN agree as follows:

1. Joint Request: Within the period prescribed by the Commission's rules, MPR and CSN shall jointly request in writing ("Joint Request") that the Commission do all of the following:

- (a) Approve the terms of this Agreement as provided for herein;
- (b) Subject to the terms of this Agreement, dismiss with prejudice the CSN

Application;

(c) Grant the MPR Application, without requiring provision of an opportunity for others to apply for the facilities in question; and

(d) Subject to the terms of the separate agreements between parties to MX Group 980606, dispose of all other applications in a manner that results in the grant of the MPR Application.

MPR and CSN shall cause the preparation of all documentation needed to properly support the Joint Request. Each party shall fully cooperate with the other and the Commission by expeditiously and completely providing the other or the Commission with any additional information reasonably requested. MPR and CSN agree that should the Commission find any portion of this Agreement to be unlawful, contrary to public policy or otherwise objectionable, MPR and CSN shall examine the objections of the Commission and timely make individual and joint good faith effort to resolve all objections in a manner which reflects as closely as possible the intentions of the parties as set forth herein, in order to secure FCC approval. MPR and CSN shall each bear their own expenses in the prosecution of this Agreement and all filing contemplated herein.

2. Covenants by MPR: In exchange for the agreements and covenants of CSN herein, MPR agrees as follows:

(a) Option for K280EF:

(i) Upon issuance of a Final (as defined below) Commission order approving the MPR Application, MPR grants CSN an option to acquire all licenses, permits and authorizations for FM translator K280EF, Austin, Minnesota (Facility Id. No. 42931), including any modifications or renewals thereof, and the equipment set forth in Schedule 2(a) attached hereto, for a purchase price of \$1.00, exercisable upon written notice within sixty (60) days after the date MPR notifies CSN that the station to be authorized by the grant of the MPR Application

has commenced program tests pursuant to Section 73.1620 of the Commission's rules (the "K280EF Assignment").

(ii) In the event that the construction permit issued upon grant of the MPR Application (and any extensions thereto) expires and is forfeited pursuant to Section 73.3598(e) of the Commission's rules, the option granted pursuant to Section 2(a)(i) above shall terminate.

(iii) For purposes of this Agreement, "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

(b) Option for K209BA:

(i) Subject to the conditions specified in Section 2(b)(iii) below, MPR grants CSN an option to acquire all licenses, permits and authorizations for FM translator K209BA, Fergus Falls, Minnesota (Facility Id. No. 42935) (K209BA, as it may be modified from time to time, "K209BA"), including any renewals or modifications thereof, and the equipment set forth in Schedule 2(b) attached hereto, for a purchase price of \$1.00, exercisable upon written notice within sixty (60) days after the date MPR notifies CSN that it has commenced program tests pursuant to Section 73.1620 of the Commission's rules on both KCMF, Fergus Falls, Minnesota and KNWF, Fergus Falls, Minnesota (the "K209BA Assignment").

(ii) Subject to MPR's review and approval, CSN shall, at its expense, prepare for filing by MPR an application for a minor modification of the license for FM translator

K209BA proposing to (1) collocate K209BA with KCMF, Fergus Falls, Minnesota, and (2) change K209BA's channel to a second- or third- adjacent frequency (the "K209BA Modification Application").

(iii) The option granted by Section 2(b)(i) above is conditioned upon the satisfaction of the following conditions precedent:

(A) MPR commences program tests on both KCMF and KNWF pursuant to Section 73.1620 of the Commission's rules;

(B) The K209BA Modification Application to collocate K209BA with KCMF and to change its channel to a second- or third- adjacent frequency is approved pursuant to a Final Commission order; and

(C) CSN executes a lease, with a minimum five- (5-) year term, to locate K209BA at the same tower that is specified in KCMF's authorization.

(iv) In the event that all of the conditions specified in Section 2(b)(iii) above have not been satisfied by the date two (2) years from the date of this Agreement, the option granted by Section 2(b)(i) above shall terminate.

(c) MPR will not take any action adverse to this Agreement, the Joint Request, or the dismissal of the CSN Application, the BFC Application and the Lifetalk Application.

(d) MPR will diligently prosecute the MPR Application and the K209BA Modification Application.

(e) MPR will execute such instruments and take all such actions, without payment of further consideration, as are reasonably necessary to carry out the intent of this Agreement and the exercise of options by CSN to acquire the licenses and equipment for K280EF and K209BA as provided for herein, including but not limited to execution of a mutually acceptable asset

purchase agreement upon exercise of either option and, any and all actions which may be reasonably necessary to consummate the transactions contemplated herein, including but not limited to obtaining FCC consent to the assignment of licenses.

(f) MPR will provide separate notices to CSN upon the commencement of program tests by KCMF, KNWF, and the station to be authorized upon grant of the MPR Application.

3. Representations and Warranties by MPR:

MPR represents and warrants that:

(a) It has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein;

(b) The execution and delivery of this Agreement by MPR and the consummation by MPR of the transactions contemplated herein have been duly authorized by all necessary action on the part of MPR;

(c) This Agreement constitutes a valid and binding obligation of MPR, enforceable against MPR in accordance with its terms; and

(d) Neither the execution, delivery nor performance by MPR of this Agreement conflicts with, results in a breach of or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which MPR is a party or by which it is bound.

MPR makes no representation or warranty with respect to CSN's right or ability to operate either K280EF or K209BA from their currently authorized sites or any other site or with any particular operational parameters, or the grantability of the K209BA Modification Application.

4. Covenants by CSN: In exchange for the agreements and covenants of MPR herein, CSN agrees as follows:

(a) It shall cause the dismissal with prejudice of the CSN Application.

(b) CSN shall take no action adverse to this Agreement, the Joint Request, any amendment which MPR may file with respect to the MPR Application, the grant of the MPR Application or the dismissal of the CSN Application, the BFC Application and the Lifetalk Application.

(c) CSN shall be responsible for all costs (including technical and legal expenses) incurred in: the preparation, submission and prosecution of the K209BA Modification Application and any application(s) for Commission consent to assign the licenses for K280EF and/or K209BA from MPR to CSN; and the preparation of any further documentation (including, without limitation, purchase agreements, assignments and bills of sale) as may be reasonably necessary to consummate the K280EF Assignment and the K209BA Assignment.

(d) CSN shall not operate K209BA, at any time or with any facilities, prior to construction of the station as authorized upon grant of the K209BA Modification Application. In the event KCMF and/or KNWF are relocated to new transmission sites, CSN agrees to cooperate in good faith with MPR to modify K209BA to operate from a site collocated with KCMF and/or KNWF, in order to minimize the potential for interference to KCMF and/or KNWF.

(e) If, at any time, MPR determines in its sole discretion that the operation of FM translator K209BA causes any interference to the transmission or reception services of KCMF and/or KNWF, immediately upon notice from MPR CSN shall suspend operations on K209BA and take any and all steps necessary, in addition to those required under the Commission's rules,

to eliminate such interference, including but not limited to making technical changes to the station, to the satisfaction of MPR. CSN will be afforded reasonable opportunity to mitigate any alleged interference and test for the presence of such interference, such opportunity not to be unreasonably withheld by MPR.

(f) CSN shall not assign or transfer control of the license for K209BA to a third party unless such party assumes CSN's obligations under Sections 4(d) and 4(e) of this Agreement. CSN shall provide MPR with thirty (30) days written advance notice of any proposed assignment or transfer of control of the license for K209BA.

(g) CSN will execute such instruments and take all such actions, without payment of further consideration, as are reasonably necessary to carry out the intent of this Agreement.

5. Representations and Warranties of CSN: CSN represents and warrants that:

(a) It has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein;

(b) The execution and delivery of this Agreement by CSN and the consummation by CSN of the transactions contemplated herein have been duly authorized by all necessary action on the part of CSN;

(c) This Agreement constitutes a valid and binding obligation of CSN, enforceable against CSN in accordance with its terms; and

(d) Neither the execution, delivery or performance by CSN of this Agreement conflicts with, results in a breach of or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which CSN is a party or by which it is bound.

6. **Notices:** Unless otherwise provided herein, all notices, demands, payments and requests required or permitted by this Agreement must be in writing and shall be deemed to have been given when delivered by hand, overnight courier, or sent by facsimile transmission; or on the third day after mailing if mailed by express mail or its equivalent, postage prepaid, return-receipt requested, if available, as stated below:

To MPR: Minnesota Public Radio
Attn: Mitzi T Gramling, Associate General Counsel
45 East Seventh Street
St. Paul, MN 55101
Fax: 651-290-1243

Copy to (which shall not constitute notice): Todd M. Stansbury
Wiley, Rein & Fielding
1776 K Street, NW
Washington, DC 20006
Fax: 202-719-7207

To CSN: Jeffrey W. Smith, Vice President
CSN International
3232 W. MacArthur Blvd.
Santa Ana, CA 92704
Fax: 714 549-8865

Copy to (which shall not constitute notice): Eric S. Kravetz
Law Offices of Eric S. Kravetz
3511 Porter Street, NW
Washington, DC 20016
Fax: 202-364-1037

7. **Integration:** This Agreement contains the entire understanding of the parties with respect to the subject matter, and supersedes all previous oral or written agreements or understandings. This Agreement may be amended only by a written document duly executed by both parties.

8. Counterpart Signatures: This Agreement may be executed by the parties in counterpart with the same effect as if the signatures to all counterpart pages were upon the same copy of the Agreement.

9. Termination: In the event that the Commission has not approved the Joint Request within twelve (12) months from the date hereof, then either party hereto may, upon written notice to the other party, terminate this agreement without liability and the parties shall, in that event, return to the status quo ante, provided however, that the party seeking to terminate this Agreement is not in material breach hereof. MPR may terminate this Agreement in the event that MPR, Lifetalk, RPR and CSN do not execute agreements that, in combination, result in a universal settlement of MX Group 980606, by the deadline established by the Commission for filing such settlement agreements in Public Notice DA 01-729 (rel. Mar. 22, 2001), including any extensions thereto.

10. Assignment: CSN shall not assign any of its rights or obligations under this Agreement without the prior written consent of MPR.

11. Construction: This Agreement shall be construed under the laws of the state of Minnesota without regard to any choice or conflict of law provision or rule.

12. Specific Performance as a Remedy: Because of the unique nature of the broadcast authorization which is the subject matter of this Agreement, specific performance shall be available as a remedy for breach of this Agreement in addition to all other legal and equitable remedies that may be available under this Agreement. The parties agree that any violation of the covenants contained herein shall constitute irreparable harm. If any party files a lawsuit seeking specific performance of this Agreement, the other party shall waive any defense that an adequate remedy exists at law.

13. Recovery of Costs: If, on account of any alleged breach or default by either party of its obligations under this Agreement, the other party shall take action to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable costs incurred in such action, including, but not limited to, reasonable attorneys' fees and court costs.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound, MPR and CSN have duly executed this Agreement, on the date first mentioned above.

MINNESOTA PUBLIC RADIO

BY Thomas J Kigin
Name: THOMAS J KIGIN
Title: EVP

CSN INTERNATIONAL

BY Jeffrey W. Smith
Name: Jeffrey W. Smith
Title: V.P.

ATTACHMENT D

**Engineering Statement
of
Rochester Public Radio**

ENGINEERING STATEMENT
ROCHESTER PUBLIC RADIO (KRPR)

OVERVIEW

Rochester Public Radio is the applicant for a construction permit to upgrade the facilities of NCE station KRPR (CH210C3) Rochester, Minnesota as filed with the Commission on 12/11/98, File No. BPED981211MB.

Rochester Public Radio is the successor of, and assignee from, Rochester Community & Technical College, the former licensee of station KRPR and, the original applicant for the KRPR facilities upgrade.

The Commission issued its Consent to Transfer the KRPR license to Rochester Public Radio on May 13, 1999, File No. BALED-990326GJ.

INTERFERENCE ISSUES

At the time the KRPR upgrade application was filed, an interference study was performed by KRPR's consulting engineer (copy attached as Exhibit No. E-4).

The study took into consideration the application of Minnesota Public Radio for a new NCE station (211A) at Austin, Minnesota which had already been filed with the Commission, File No. BPED980603MB.

The study found that the proposed KRPR upgrade and the proposed new Minnesota Public Radio facility at Austin Minnesota could coexist, both conforming to the Commission's interference Rules.

Both the KRPR application for upgraded facilities and the Minnesota Public Radio application for a new facility at Austin, Minnesota remain unchanged as of this date and the lack of overlapping interference remains the same (see engineering Exhibit No. E-4).

ADDITIONAL INTERFERENCE

After the application for Minnesota Public Radio's new station (211A) at Austin, Minnesota was filed and after the application for the KRPR facilities upgrade (210C3) was filed, three additional applications were filed for channel 211 at or near Austin Minnesota.

The three applications were: (1) Broadcasting For The Challenged-BPED981215MG, (2) CSN International-BPED981215ME (3) Lifetalk Broadcasting Association-BPED981215MD.

Of the three applications, one facility presented interference overlap to the proposed KRPR (2103C) facility upgrade, namely the application of Life Talk Broadcasting Association BPED981215MD for a new facility near Hayfield, Minnesota.

As a result of this potential interference with Lifetalk, Rochester Public Radio (KRPR) became a party to the instant proceeding, MX Group 980606.

INTERFERENCE ISSUE RESOLVED BY SETTLEMENT AGREEMENT

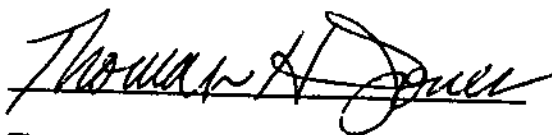
The Settlement Agreement executed by and among four of the parties of MX Group 980606 results in the withdrawal of the application of LifeTalk Broadcasting Association and thereby eliminates the interference issue with Rochester Public Radio (KRPR).

After execution of the Agreement and acceptance by the Commission, two parties remain with applications before the Commission, namely; Minnesota Public Radio BPED980603MB and Rochester Public Radio (KRPR) BPED981211MB.

As has been demonstrated by the attached engineering exhibit, both facilities can co-exist without causing interference to the other.

CONCLUSION

Both the applications of Minnesota Public Radio BPED980603MB and Rochester Public Radio BPED981211MB may now be processed and construction permits granted because no interference exists between the two proposals.

A handwritten signature in black ink, appearing to read "Thomas H. Jones". The signature is written in a cursive style with a horizontal line underneath it.

Thomas H. Jones,
Rochester Public Radio Engineer
July, 2, 2001