

Site so that more spectrum-efficient service to all of its receive sites is possible. The University will also retain its authorizations for stations WHR-895 and WHR-897, which stations will be used in the Ft. Lauderdale area, configured so as not to cause harmful interference to stations operating from the Collocation Site.

3. To further accommodate the settlement, the District will modify its G group authorization for KZB-29 and its A-group authorization for KZB-28 to collocate these facilities with WBS-WP's system. The District will submit to the FCC for cancellation its licenses for WHR-973 and WHR-994. Further, the District agrees to the assignment of its H channel facility (KZB-30) to WBS-WP, and the relocation of the H channel facility to the Collocation Site.

4. To further accommodate the settlement and eliminate potential interference, PCTV agrees to the relocation of its E group facility WMI841 to the Collocation Site.

5. The parties agree to cooperate with one another with respect to the filing of the applications and other papers required by this Agreement and agree not to interpose any objection to any filing which is consistent with this Agreement.

6. The parties agree to file the FCC applications required to effectuate this Agreement on or about the same day and to seek concurrent processing for all such applications. The parties agree that the modifications contemplated by the settlement will be installed concurrently so as to complete installation and

testing efficiently. The parties agree to coordinate the cut-over date with the University's and the District's educational schedules.

7. Whenever the context of this Agreement so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.

8. This Agreement may not be modified or amended, except by a written instrument signed by each of the parties designating specifically the terms and provisions so modified and amended.

9. Each signatory to this Agreement represents that he or she has full legal authority to enter into, execute and perform the obligations of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

10. This Agreement may be signed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this  
Market Settlement Agreement as of the dates written below.

THE BOARD OF REGENTS, a Public Corpora-  
tion of the State of Florida, on behalf  
of Florida Atlantic University

Date: 5/12/95

By Charles B. Reed  
Charles B. Reed, Chancellor

THE SCHOOL DISTRICT OF PALM BEACH  
COUNTY, FLORIDA

Date: \_\_\_\_\_

By \_\_\_\_\_  
Jody Gleason, Chairman

Date: \_\_\_\_\_

By \_\_\_\_\_  
C. Monica Uhlhorn, Superintendent

WIRELESS BROADCASTING SYSTEMS OF WEST  
PALM BEACH, INC.

Date: \_\_\_\_\_

By \_\_\_\_\_  
William Kingery, President

PEOPLE'S CHOICE TV, INC.

Date: \_\_\_\_\_

By \_\_\_\_\_  
Michael J. Specchio, President

LCK/ld  
c:\wp\2379f\contract.

IN WITNESS WHEREOF, the parties hereto have executed this  
Market Settlement Agreement as of the dates written below.

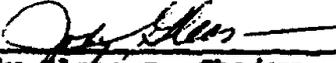
THE BOARD OF REGENTS, a Public Corpora-  
tion of the State of Florida, on behalf  
of Florida Atlantic University

Date: \_\_\_\_\_

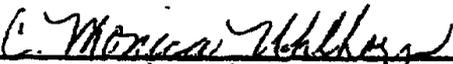
By \_\_\_\_\_  
Charles B. Reed, Chancellor

THE SCHOOL DISTRICT OF PALM BEACH  
COUNTY, FLORIDA

Date: April 26, 1995

By   
Jody Gleason, Chairman

Date: April 27, 1995

By   
C. Monica Uhlhorn, Superintendent

WIRELESS BROADCASTING SYSTEMS OF WEST  
PALM BEACH, INC.

Date: \_\_\_\_\_

By \_\_\_\_\_  
William Kingery, President

PEOPLE'S CHOICE TV, INC.

Date: \_\_\_\_\_

By \_\_\_\_\_  
Michael J. Specchio, President

lck/sd  
c:\wp\2379f\contract.

IN WITNESS WHEREOF, the parties hereto have executed this  
Market Settlement Agreement as of the dates written below.

THE BOARD OF REGENTS, a Public Corpora-  
tion of the State of Florida, on behalf  
of Florida Atlantic University

Date: \_\_\_\_\_

By \_\_\_\_\_  
Charles B. Reed, Chancellor

THE SCHOOL DISTRICT OF PALM BEACH  
COUNTY, FLORIDA

Date: \_\_\_\_\_

By \_\_\_\_\_  
Jody Gleason, Chairman

Date: \_\_\_\_\_

By \_\_\_\_\_  
C. Monica Uhlhorn, Superintendent

WIRELESS BROADCASTING SYSTEMS OF WEST  
PALM BEACH, INC.

Date: 4/20/95

By Jennifer Richter  
Jennifer U. Richter, Vice-President  
PEOPLE'S CHOICE TV, INC.

Date: \_\_\_\_\_

By \_\_\_\_\_  
Michael J. Specchio, President

LCK/lid  
c:\wp\2379f\contract.

IN WITNESS WHEREOF, the parties hereto have executed this  
Market Settlement Agreement as of the dates written below.

THE BOARD OF REGENTS, a Public Corpora-  
tion of the State of Florida, on behalf  
of Florida Atlantic University

Date: \_\_\_\_\_

By \_\_\_\_\_

Charles B. Reed, Chancellor

THE SCHOOL DISTRICT OF PALM BEACH  
COUNTY, FLORIDA

Date: \_\_\_\_\_

By \_\_\_\_\_

Jody Gleason, Chairman

Date: \_\_\_\_\_

By \_\_\_\_\_

C. Monica Uhlhorn, Superintendent

WIRELESS BROADCASTING SYSTEMS OF WEST  
PALM BEACH, INC.

Date: \_\_\_\_\_

By \_\_\_\_\_

William Kingery, President

PEOPLE'S CHOICE TV, INC.

Date: 5/22/95

By  \_\_\_\_\_

Michael J. Specchio, President

LCK/ld  
c:\wp\2379f\contract.

Declaration of Michael J. Specchio

I, Michael J. Specchio, declare follows:

1. I am President of People's Choice TV, Inc., which is a party to the foregoing Market Settlement Agreement related to the West Palm Beach, Florida, area;

2. I certify that no monetary consideration was exchanged among the parties in consideration for the settlement; and

3. I certify that People's Choice TV, Inc. did not file any of the affected applications in order to procure the Settlement.

I declare that the foregoing is true and correct under penalty of perjury under the laws of the United States.

  
\_\_\_\_\_  
Michael J. Specchio, President

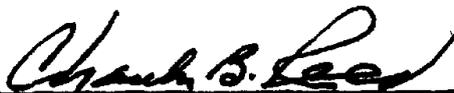
Date: 5/22/95

Declaration of Charles B. Reed

I, Charles B. Reed, declare follows:

1. I am Chancellor of The Board of Regents, a Public Corporation of the State of Florida, on behalf of Florida Atlantic University, which is a party to the foregoing Market Settlement Agreement related to the West Palm Beach, Florida, area;
2. I certify that no monetary consideration was exchanged among the parties in consideration for the settlement; and
3. I certify that The Board of Regents, a Public Corporation of the State of Florida, on behalf of Florida Atlantic University did not file any of the affected applications in order to procure the Settlement.

I declare that the foregoing is true and correct under penalty of perjury under the laws of the United States.



Charles B. Reed, Chancellor

Date: \_\_\_\_\_

5/12/95

Declaration of Jody Gleason

I, Jody Gleason, declare as follows:

1. I am Chairman of The School Board of the School District of Palm Beach County, which is a party to the foregoing Market Settlement Agreement related to the West Palm Beach, Florida, area;

2. I certify that neither the School District nor any of its principals has received monetary consideration for the settlement; and

3. I certify that The School District of Palm Beach County did not file any application in order to procure the settlement.

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

Executed on this 26<sup>th</sup> day of April, 1995.

  
\_\_\_\_\_  
Jody Gleason, Chairman  
The School Board of Palm Beach County,  
Florida

**Declaration of C. Monica Uhlorn**

I, C. Monica Uhlhorn, declare as follows:

1. I am Superintendent of The School District of Palm Beach County, which is a party to the foregoing Market Settlement Agreement related to the West Palm Beach, Florida, area;
2. I certify that neither the School District nor any of its principals has received monetary consideration for the settlement; and
3. I certify that The School District of Palm Beach County did not file any application in order to procure the settlement.

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

Executed on this 27<sup>th</sup> day of April, 1995.

*C. Monica Uhlhorn*

\_\_\_\_\_  
C. Monica Uhlhorn, Superintendent  
The School District of Palm Beach County,  
Florida

CERTIFICATE OF SERVICE

I, Norman Liu, a paralegal with RJGLaw LLC, hereby certify that copies of the foregoing "Petition for Reconsideration" were served this 22nd day of October, 2004 on the following parties by sending them via first class mail of the United States Postal Service, postage prepaid, to the following addresses:

John Muleta  
Office of the Bureau Chief  
Wireless Telecommunications Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554  
Via Electronic Mail: [jmuleta@fcc.gov](mailto:jmuleta@fcc.gov)

Catherine Seidel  
Office of the Bureau Chief  
Wireless Telecommunications Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554  
Via Electronic Mail: [cseidel@fcc.gov](mailto:cseidel@fcc.gov)

D'Wana Terry  
Office of the Bureau Chief  
Wireless Telecommunications Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554  
Via Electronic Mail: [dterry@fcc.gov](mailto:dterry@fcc.gov)

John Schauble  
Wireless Telecommunications Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554  
Via Electronic Mail: [jschaubl@fcc.gov](mailto:jschaubl@fcc.gov)

Stephen Zak  
Wireless Telecommunications Bureau  
Federal Communications Commission  
445 12th Street, S.W., Room 3-C124  
Washington, DC 20554  
Via Electronic Mail: [szak@fcc.gov](mailto:szak@fcc.gov)

Nancy Zaczek  
Wireless Telecommunications Bureau  
Federal Communications Commission  
445 12th Street, S.W., Room 3-C124  
Washington, DC 20554  
Via Electronic Mail: [nzaczek@fcc.gov](mailto:nzaczek@fcc.gov)

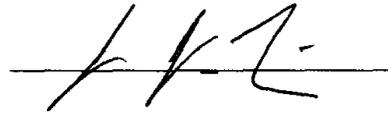
Charles Oliver  
Wireless Telecommunications Bureau  
Federal Communications Commission  
445 12th Street, S.W., Room 3-C124  
Washington, DC 20554  
Via Electronic Mail: [coliver@fcc.gov](mailto:coliver@fcc.gov)

Thomas J. Dougherty, Jr.  
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Suite 900, East Tower  
Washington, DC 20005-3317  
Via Electronic Mail: [tdougherty@gcd.com](mailto:tdougherty@gcd.com)

Best Copy and Printing, Inc.  
Portals II  
445 12th Street, SW  
Courtyard Level  
Washington, DC 20554  
Via Electronic Mail: [fcc@bcpiweb.com](mailto:fcc@bcpiweb.com)

John Labonia  
South Florida Instructional TV, Inc.  
172 N.E. 15th Street  
Miami, FL 33132  
By US Mail

Robert A. Saunders  
Bell South Wireless Cable Inc.  
754 Peachtree Street 14th Floor  
Room D1487  
Atlanta, GA 30308  
Via Electronic Mail:  
[bob.saunders@bellsouth.com](mailto:bob.saunders@bellsouth.com)

A handwritten signature in black ink, appearing to read 'R. A. Saunders', written over a horizontal line.