

Before The

Federal Communications Commission Washington, D.C. 20554

**In re Applications of FCC Group 304 Applicants:**

<b>G-town Radio</b>	)	<b>BNPL-20131114AKY</b>
	)	
<b>Germantown United CDC</b>	)	<b>BNPL -20131114AMB</b>
	)	
<b>Germantown Life Enrichment Center</b>	)	<b>BNPL -20131114AMR</b>
	)	
<b>South Philadelphia Rainbow Committee</b>	)	<b>BNPL -20131114BLI</b>
	)	
	)	
<b>For New Low Power FM Stations</b>	)	
	)	
<b>At Philadelphia, PA</b>	)	
	)	
<b>To Operate on a Timeshare Basis on Channel 225</b>	)	

**TIMESHARE AGREEMENT**

G-town Radio (FCC File No. BNPL 20131114AKY), Germantown United CDC (FCC File No. BNPL 20131114AMB), Germantown Life Enrichment Center (FCC File No. BNPL 20131114AMR) and South Philadelphia Rainbow Committee (FCC File No. BNPL 20131114BLI)(collectively, the “Applicants”), mutually exclusive applicants seeking authority to construct low power FM broadcast stations to serve Philadelphia, PA hereby submit to the following timeshare agreement:

- 1. Hours of Operation.** The Applicants request that the Federal Communication Commission (hereinafter “FCC” or “Commission”) grant each application subject to the following hours of operation:
  - a.** G-town Radio = G-town
  - b.** Germantown United CDC = GUCDC
  - c.** Germantown Life Enrichment Center = GLEC
  - d.** South Philadelphia Rainbow Committee = S. Philly

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12:00 AM	G-town	S. Philly	S. Philly	S. Philly	GLEC	GUCCDC	G-town
1:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
2:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
3:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
4:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
5:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
6:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
7:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
8:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
9:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
10:00 AM	G-town	S. Philly	S. Philly	S. Philly	GUCCDC	GUCCDC	G-town
11:00 AM	G-town	S. Philly	S. Philly	S. Philly	GUCCDC	GUCCDC	G-town
12:00 PM	GUCCDC	S. Philly	S. Philly	G-town	GUCCDC	GUCCDC	GLEC
1:00 PM	GUCCDC	S. Philly	S. Philly	G-town	GLEC	GLEC	GLEC
2:00 PM	GUCCDC	S. Philly	S. Philly	G-town	GLEC	GLEC	GLEC
3:00 PM	G-town	S. Philly	S. Philly	G-town	GLEC	GLEC	G-town
4:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
5:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
6:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
7:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
8:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
9:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
10:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
11:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town\

**2. Operating Schedule Minimum Requirements.** The hours of operation proposed in this Agreement comply with Section 73.872(c) of the Commission’s Rules by allowing each Applicant the following number of operating hours per week:

G-town Radio: 88 hours per week.

Germantown United CDC: 10 hours per week.

Germantown Life Enrichment Center: 10 hours per week.

South Philadelphia Rainbow Committee: 60 hours per week.

The hours of operation proposed in this agreement also comply with 47 C.F.R. § 73.850(b) because the LPFM station will operate 168 hours per week, consisting of at least 5 hours of operation per day on at least 6 days of the week.

**3. Schedule Modifications.** This Agreement may be amended or modified only by a written instrument executed by all of the Applicants and submitted to the Commission prior to the time of the proposed change. The Applicants agree to revisit the timeshare schedule to suggest changes at least once each year, starting on the first anniversary of this Agreement.

**4. Vacant Time.** Vacant time not within the S. Philadelphia block of programming will be divided up between the three other applicants by written agreement. In the event that multiple Applicants are vying for the same vacant time slot, that time slot will be divided equally among the Applicants. G-town Radio will be given preference in choosing its portion of the timeslot.

- 5. Transmitter location.** G-town Radio, Germantown United CDC and Germantown Life Enrichment Center will share a transmitter located at the GLEC building (5722 Greene St, Philadelphia, PA 19144). South Philadelphia Rainbow Committee will locate its transmitter at Methodist Hospital (2301 S. Broad St, Philadelphia, PA 19148).
- 6. Studio Space.** South Philadelphia Rainbow Committee will have their own studio at 2526 S. 7th St, Philadelphia, PA 19148. G-town Radio, Germantown United CDC and Germantown Life Enrichment Center will share G-town Radio's studio at 24 Maplewood Mall for one year from the date of this Agreement. The studio space will be leased from G-town Radio. A lease agreement would cover a one year period and can be renewed annually. After one-year, the Applicants will renegotiate shared studio space and determine if they will continue in that arrangement. At that time, if either applicant wishes to maintain its own studio space, the applicants will no longer share a studio. G-town Radio will retain the right of first refusal to maintain its current studio in the event that any applicant requests separate studio space. The Applicant that will vacate the shared studio space must be given 90 days advance notice to vacate.
- 7. Equipment.** South Philadelphia Rainbow Committee will purchase and maintain its own studio and transmission equipment. G-town Radio, Germantown United CDC and Germantown Life Enrichment Center will share the transmission and studio equipment purchased by G-town Radio. G-town Radio will lease the use of this equipment to the other applicants and would be responsible for repair or replacement of equipment damaged through normal wear and tear. In the event that the groups no longer share studio space, Germantown United CDC and/or Germantown Life Enrichment Center will be required to purchase and maintain its own separate studio equipment.
- 8. Cross-promotion.** Because the South Philadelphia broadcast will not be heard in Northwest Philadelphia and vice versa there will be no cross promotion between South Philadelphia Rainbow Committee and the other applicants. Since the other three applicants will be sharing one studio and alternate broadcasting throughout the day they will cross-promote each other's programming. This may also extend to advertising materials created by these three applicants.
- 9. Expenses.** Except as otherwise provided herein, each Applicant shall bear its own expenses in relation to the preparation, filing, prosecution and performance of duties contemplated by this Agreement
- 10. Termination.** A suspension of operations by South Philadelphia Rainbow Committee continuously for twelve (12) months or more shall entitle the licensees of the other stations to terminate this Agreement and request authority from the FCC to operate during times assigned to South Philadelphia Rainbow Committee in this Agreement. That time would be divided between the remaining licensees.  
A suspension of operations by G-town Radio, Germantown United CDC or Germantown Life Enrichment Center continuously for twelve (12) months or more shall entitle the licensees of the other stations to terminate this Agreement. The remaining Germantown-

based licensees (G-town Radio, Germantown United CDC or Germantown Life Enrichment Center) will request authority from the FCC to operate during the time assigned to the suspended licensee in this Agreement.

- 11. Valid Organization and Warranty.** Each Applicant represents that (a) it is a duly organized, validly existing, and in good standing in its state of incorporation, and (b) the execution, delivery, and performance of this Agreement has been duly and effectively authorized by its governing board.
- 12. Amendments.** Amendments or modifications to this Agreement must be in writing, signed by all of the Applicants, and submitted to the Commission.
- 13. Conduct.** Each Applicant will use its best efforts to cooperate with other Applicants specified in this Agreement and with the FCC by expeditiously furnishing any additional information that may be reasonably required, and by performing all other acts reasonably necessary to carry out this Agreement.
- 14. Confidentiality.** The Applicants shall henceforth maintain the confidentiality of any information received from any other Applicant in connection with negotiating, filing, and carrying out this Agreement.
- 15. Remedies on Default.** In the event that one of the Applicants defaults on this Agreement, any Applicant not in default shall have available to it all remedies, at law or equity to which it is entitled under Pennsylvania law, including the right to obtain specific performance of the terms of this Agreement.
- 16. Attorney's Fees.** The prevailing Party in any lawsuit to enforce this Agreement or to be compensated for the default of another Party is entitled to reasonable attorneys' fees, at trial and on appeal, as are determined by the court.
- 17. Benefit and Assignment.** This Agreement is binding upon the benefit of the Parties and their respective heirs, legal representatives, and successors. No party to this Agreement may assign its interest under this Agreement without prior written consent of all the other Parties. In no event will an assignment be permitted if 1) the consideration promised or received exceeds the depreciated fair market value of the physical equipment or facilities; and/or the transferee or assignee is incapable of satisfying all of the eligibility criteria that apply to an LPFM licensee in violation Section 73.865 of the FCC Rules.
- 18. Counterparts.** This Agreement may be executed in counterparts, which, when executed shall constitute one Agreement, binding on all of the Parties.
- 19. Entire Agreement.** This Agreement contains the entire understanding between and among the Applicants and supersedes all prior written or oral agreements between them. There are no representations, agreements, or understandings among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

**20. Acknowledgement.** By signing this agreement, all of the Parties acknowledge that they have read this Agreement fully and understand each provision.

**21. Governing Law; Venue.** This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Pennsylvania. Any action under this agreement shall be brought in the District Court of Pennsylvania.

**22. Notices.** Any notice required hereunder shall be in writing, and any notice or other communication shall be deemed provided when delivered by mail or email to the following addresses, or such other addresses as may hereafter be specified in writing

James Bear (G-town Radio)  
5105 Pulaski Ave, Philadelphia, PA 19144  
jim@gtownradio.com

Andrew Trackman (Germantown United)  
5219 Germantown Ave, Philadelphia, PA 19144  
atrackman@germantownunitedcdc.org

Richard Isaac (GLEC)  
5722 Greene St, Philadelphia, PA 19144  
rickisaac1@msn.com

Christopher Randolph (S. Philadelphia Rainbow)  
2542 S. 11th St, Philadelphia, PA 19148  
crandolph@spr.org

**23. Waiver.** Failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed a waiver of any rights hereunder. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or consent to any subsequent breach of the same or other provisions.

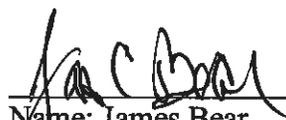
**24. Liability.** Nothing contained in this Agreement shall limit any Party's other business, waive any claims any Party might have against another Party, or allow any Party to bind any other Party except as may expressly be stated herein.

**25. Severability.** If any term or provision of this Agreement be invalid or unenforceable as to any Party, the remainder of this Agreement shall not be affected thereby, and each remaining term of provision of this Agreement shall be valid and enforceable.

**In Witness Whereof,** this Agreement is hereby executed as of the date first above written.

Respectfully Submitted,

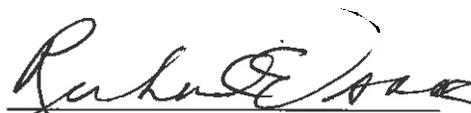
G-town Radio

  
Name: James Bear  
Title: Board President

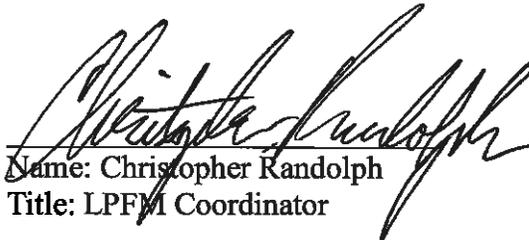
Germantown United CDC

  
Name: Andrew Trackman  
Title: Executive Director

Germantown Life Enrichment Center

  
Name: Richard Isaac  
Title: Chair of LPFM Committee

South Philadelphia Rainbow Committee

  
Name: Christopher Randolph  
Title: LPFM Coordinator

Dated December 3, 2014

Before The

Federal Communications Commission Washington, D.C. 20554

**In re Applications of FCC Group 304 Applicants:**

<b>G-town Radio</b>	)	<b>BNPL-20131114AKY</b>
	)	
<b>Germantown United CDC</b>	)	<b>BNPL -20131114AMB</b>
	)	
<b>Germantown Life Enrichment Center</b>	)	<b>BNPL -20131114AMR</b>
	)	
<b>South Philadelphia Rainbow Committee</b>	)	<b>BNPL -20131114BLI</b>

**For New Low Power FM Stations**

**At Philadelphia, PA**

**To Operate on a Timeshare Basis on Channel 225**

**JOINT REQUEST FOR APPROVAL OF UNIVERSAL SETTLEMENT AGREEMENT**

G-town Radio (FCC File No. BNPL 20131114AKY), Germantown United CDC (FCC File No. BNPL 20131114AMB), Germantown Life Enrichment Center (FCC File No. BNPL 20131114AMR) and South Philadelphia Rainbow Committee (FCC File No. BNPL 20131114BLI)(collectively, the “Applicants”), mutually exclusive applicants seeking authority to construct low power FM broadcast stations to serve Philadelphia, PA hereby jointly request that the Federal Communications Commission (hereinafter “FCC” or “Commission”):

1. Approve the attached Settlement Agreement that resolves mutual exclusivity among the Applicants; and
2. Grant the above-referenced applications subject to the operating hours specified in the Settlement Agreement.

The Applicants constitute all applicants identified as Mutually Exclusive Group 304 in the Public Notice released on September 5, 2014. The Applicants have entered into a Settlement Agreement that resolves mutual exclusivity among their applications. A copy of that Settlement Agreement is attached hereto as Exhibit A.

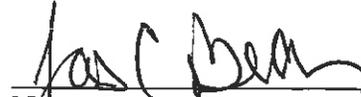
The proposed settlement comports in all respects with 47 C.F.R. Sections 73.3525 and 73.872(c) of the Commission’s Rules.

Accordingly, the parties respectfully request that the Commission grant this Joint Request, approve the attached Settlement Agreement, and grant the applications of G-town Radio,

Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee, subject to the terms and conditions of the Settlement Agreement.

Respectfully Submitted,

G-town Radio



Name: James Bear  
Title: Board President

Germantown United CDC



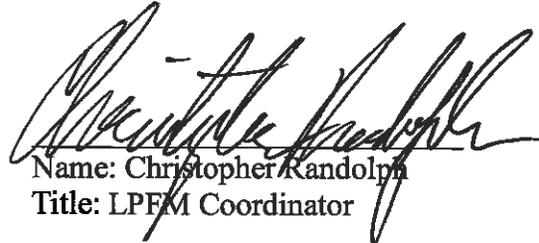
Name: Andrew Trackman  
Title: Executive Director

Germantown Life Enrichment Center



Name: Richard Isaac  
Title: Chair of LPFM Committee

South Philadelphia Rainbow Committee



Name: Christopher Randolph  
Title: LPFM Coordinator

Dated December 3, 2014

**UNIVERSAL SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into on the 7th day of December, 2014 between G-town Radio, Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee (hereinafter collectively "Applicants").

**Whereas**, each of the Applicants filed with the Federal Communications Commission (hereinafter "FCC" or "Commission") an application for a construction permit to build a low power FM radio station on FM Channel 225 at Philadelphia, PA;

**Whereas**, each of the Applicants filed its application with the intention of obtaining a grant of application and not for purposes of reaching or carrying out a settlement agreement;

**Whereas**, the Applications are mutually exclusive;

**Whereas**, The Applicants constitute all of the Applicants identified by the Public Notice issued by the Commission on September 5, 2014 as Group 304;

**Whereas**, none of the Applicants nor their principals have received any money or other consideration; and

**Whereas**, the public interest will be best served by the grant of the Settlement Agreement because it will ensure that the City of Philadelphia in the State of Pennsylvania is served by continuous operation of four local community radio groups, which will increase broadcast localism and diversity in the area.

Now Therefore, in consideration of the foregoing and the terms and conditions set forth herein, the parties hereto agree as follows:

**Article I**

1. **FCC Consent.** This Agreement is subject to approval by the FCC and is void unless approved by the FCC. The applicants agree to make good faith efforts to immediately resolve any FCC objection in order to obtain approval of this Agreement.
2. **Joint Request for Approval of Agreement.** The Applicants will file with the FCC a Joint Request for Approval within five days from the date of this Agreement. In the event that the FCC does not approve this Agreement, the Applicants shall return to their status as though this Agreement had not been entered.
3. **Declaration of No Consideration.** Each Applicant will also submit a signed Declaration of No Consideration to the Commission within five days of this Agreement.
4. **Limited Hours.** Each of the Applicants agrees to be licensed for the limited hours of operation discussed in paragraph 7 of this Agreement.
5. **Finality.** This Agreement is subject to the condition that the Settlement Agreement becomes a Final Order. A Final Order shall be an FCC order that is no longer subjective to administrative or judicial review, reconsideration, or stay.

**Article II**

6. **Hours of Operation.** The Applicants hereby request that the Commission grant each Application subject to the following hours of operation:
  - a. G-town Radio = G-town
  - b. Germantown United CDC = GUCDC

- c. Germantown Life Enrichment Center = GLEC
- d. South Philadelphia Rainbow Committee = S. Philly

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12:00 AM	G-town	S. Philly	S. Philly	S. Philly	GLEC	GUCCD	G-town
1:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
2:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
3:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
4:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
5:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
6:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
7:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
8:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
9:00 AM	G-town	S. Philly	S. Philly	S. Philly	G-town	G-town	G-town
10:00 AM	G-town	S. Philly	S. Philly	S. Philly	GUCCD	GUCCD	G-town
11:00 AM	G-town	S. Philly	S. Philly	S. Philly	GUCCD	GUCCD	G-town
12:00 PM	GUCCD	S. Philly	S. Philly	G-town	GUCCD	GUCCD	GLEC
1:00 PM	GUCCD	S. Philly	S. Philly	G-town	GLEC	GLEC	GLEC
2:00 PM	GUCCD	S. Philly	S. Philly	G-town	GLEC	GLEC	GLEC
3:00 PM	G-town	S. Philly	S. Philly	G-town	GLEC	GLEC	G-town
4:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
5:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
6:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
7:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
8:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
9:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
10:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town
11:00 PM	G-town	S. Philly	S. Philly	G-town	G-town	G-town	G-town\

**7. Operating Schedule Minimum Requirements.** The hours of operation proposed in this Agreement comply with Section 73.872(c) of the Commission’s Rules by allowing each Applicant the following number of operating hours per week:

- G-town Radio: 88 hours per week.
- Germantown United CDC: 10 hours per week.
- Germantown Life Enrichment Center: 10 hours per week.
- South Philadelphia Rainbow Committee: 60 hours per week.

The hours of operation proposed in this agreement also comply with 47 C.F.R. § 73.850(b) because the LPFM station will operate 168 hours per week, consisting of at least 5 hours of operation per day on at least 6 days of the week.

- 8. Schedule Modifications.** This Agreement may be amended or modified only by a written instrument executed by all of the Applicants and submitted to the Commission prior to the time of the proposed change. The Applicants agree to revisit the timeshare schedule to suggest changes at least once each year, starting on the first anniversary of this Agreement.
- 9. Vacant Time.** Vacant time not within the S. Philadelphia block of programming will be divided up between the three other applicants by written agreement. In the event that multiple Applicants are vying for the same vacant time slot, that time slot will be divided equally among the Applicants. G-town Radio will be given preference in choosing its portion of the timeslot.
- 10. Transmitter location.** G-town Radio, Germantown United CDC and Germantown Life Enrichment Center will share a transmitter located at the GLEC building (5722 Greene St, Philadelphia, PA 19144). South

Philadelphia Rainbow Committee will locate its transmitter at Methodist Hospital (2301 S. Broad St, Philadelphia, PA 19148).

- 11. Studio Space.** South Philadelphia Rainbow Committee will have their own studio at 2526 S. 7th St, Philadelphia, PA 19148. G-town Radio, Germantown United CDC and Germantown Life Enrichment Center will G-town Radio's studio at 24 Maplewood Mall for one year from the date of this Agreement. The studio space will be leased from G-town Radio. A lease agreement would cover a one year period and can be renewed annually. After one-year, the Applicants will renegotiate shared studio space and determine if they will continue in that arrangement. At that time, if either applicant wishes to maintain its own studio space, the applicants will no longer share a studio. G-town Radio will retain the right of first refusal to maintain its current studio in the event that any applicant requests separate studio space. The Applicant that will vacate the shared studio space must be given 90 days advance notice to vacate.
- 12. Equipment.** South Philadelphia Rainbow Committee will purchase and maintain its own studio and transmission equipment. G-town Radio, Germantown United CDC and Germantown Life Enrichment Center will share the transmission and studio equipment purchased by G-town Radio. G-town Radio will lease the use of this equipment to the other applicants and would be responsible for repair or replacement of equipment damaged through normal wear and tear. In the event that the groups no longer share studio space, Germantown United CDC and/or Germantown Life Enrichment Center will be required to purchase and maintain its own separate studio equipment.
- 13. Cross-promotion.** Because the South Philadelphia broadcast will not be heard in Northwest Philadelphia and vice versa there will be no cross promotion between South Philadelphia Rainbow Committee and the other applicants. Since the other three applicants will be sharing one studio and alternate broadcasting throughout the day they will cross-promote each other's programming. This may also extend to advertising materials created by these three applicants.
- 14. Expenses.** Except as otherwise provided herein, each Applicant shall bear its own expenses in relation to the preparation, filing, prosecution and performance of duties contemplated by this Agreement.
- 15. Termination.** A suspension of operations by South Philadelphia Rainbow Committee continuously for twelve (12) months or more shall entitle the licensees of the other stations to terminate this Agreement and request authority from the FCC to operate during times assigned to South Philadelphia Rainbow Committee in this Agreement. That time would be divided between the remaining licensees.  
A suspension of operations by G-town Radio, Germantown United CDC or Germantown Life Enrichment Center continuously for twelve (12) months or more shall entitle the licensees of the other stations to terminate this Agreement. The remaining Germantown-based licensees (G-town Radio, Germantown United CDC or Germantown Life Enrichment Center) will request authority from the FCC to operate during the time assigned to the suspended licensee in this Agreement.

### Article III

- 16. Valid Organization and Warranty.** Each Applicant represents that (a) it is a duly organized, validly existing, and in good standing in its state of incorporation, and (b) the execution, delivery, and performance of this Agreement has been duly and effectively authorized by its governing board.
- 17. Amendments.** Amendments or modifications to this Agreement must be in writing, signed by all of the Applicants, and submitted to the Commission.
- 18. Expenses.** Except as otherwise provided herein, each Applicant will bear its own expenses in relation to the preparation, filing, prosecution, and performance of the duties contemplated by this Agreement.
- 19. Conduct.** Each Applicant will use its best efforts to cooperate with other Applicants specified in this Agreement and with the FCC by expeditiously furnishing any additional information that may be reasonably required, and by performing all other acts reasonably necessary to carry out this Agreement.

- 20. Confidentiality.** The Applicants shall henceforth maintain the confidentiality of any information received from any other Applicant in connection with negotiating, filing, and carrying out this Agreement.
- 21. Remedies on Default.** In the event that one of the Applicants defaults on this Agreement, any Applicant not in default shall have available to it all remedies, at law or equity to which it is entitled under Pennsylvania law, including the right to obtain specific performance of the terms of this Agreement.
- 22. Attorney's Fees.** The prevailing Party in any lawsuit to enforce this Agreement or to be compensated for the default of another Party is entitled to reasonable attorneys' fees, at trial and on appeal, as are determined by the court.
- 23. Benefit and Assignment.** This Agreement is binding upon the benefit of the Parties and their respective heirs, legal representatives, and successors. No party to this Agreement may assign its interest under this Agreement without prior written consent of all the other Parties. In no event will an assignment be permitted if it would violate Section 73.865 of the FCC Rules.
- 24. Counterparts.** This Agreement may be executed in counterparts, which, when executed shall constitute one Agreement, binding on all of the Parties.
- 25. Entire Agreement.** This Agreement contains the entire understanding between and among the Applicants and supersedes all prior written or oral agreements between them. There are no representations, agreements, or understandings among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.
- 26. Acknowledgement.** By signing this agreement, all of the Parties acknowledge that they have read this Agreement fully and understand each provision.
- 27. Governing Law; Venue.** This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Pennsylvania. Any action under this agreement shall be brought in the District Court of Pennsylvania.
- 28. Notices.** Any notice required hereunder shall be in writing, and any notice or other communication shall be deemed provided when delivered by mail or email to the following addresses, or such other addresses as may hereafter be specified in writing

James Bear  
5105 Pulaski Avenue, Philadelphia, PA 19144  
jim@gtownradio.com

Andrew Trackman  
5219 Germantown Ave, Philadelphia, PA 19144  
atrackman@germantownunitedcdc.org

Richard Isaac  
5722 Greene St, Philadelphia, PA 19144  
rickisaac1@msn.com

Christopher Randolph  
2542 S. 11th St, Philadelphia, PA 19148  
crandolph@spr.org

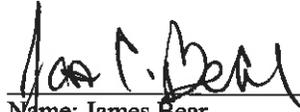
- 29. Waiver.** Failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed a waiver of any rights hereunder. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or consent to any subsequent breach of the same or other provisions.

30. **Liability.** Nothing contained in this Agreement shall limit any Party's other business, waive any claims any Party might have against another Party, or allow any Party to bind any other Party except as may expressly be stated herein.

31. **Severability.** If any term or provision of this Agreement be invalid or unenforceable as to any Party, the remainder of this Agreement shall not be affected thereby, and each remaining term of provision of this Agreement shall be valid and enforceable.

**In Witness Whereof,** this Agreement is hereby executed as of the date first above written.

G-town Radio

  
Name: James Bear  
Title: Board President

Germantown United CDC

  
Name: Andrew Trackman  
Title: Executive Director

Germantown Life Enrichment Center

  
Name: Richard Isaac  
Title: Chair of LPFM Committee

South Philadelphia Rainbow Committee

  
Name: Christopher Randolph  
Title: LPFM Coordinator

Dated December 3, 2014

**Declaration of No Consideration Received**

I, James Bear, do hereby declare, under penalty of perjury, as follows:

I am Board President at G-town Radio FCC File No. BNPL-20131114AKY, license holder for a new low power FM radio station to share time operating on Channel 225 at Philadelphia, PA.

Applicant has entered into a Settlement Agreement to share the Channel with Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee ("The Applicants").

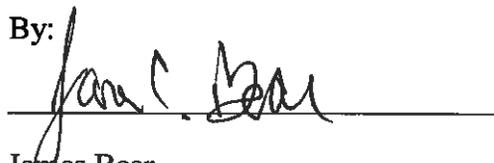
The Settlement Agreement constitutes the entire understanding between G-town Radio, Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee for settlement of this proceeding. Other than as stated in the Settlement Agreement, G-town Radio has not received any consideration or paid any consideration to the other applicant for a Construction Permit. Nor has any consideration been promised except as stated in the Settlement Agreement.

G-town Radio did not file its application for the purpose of reaching or carrying out a settlement.

Approval of the Settlement Agreement is in the public interest. Granting the applications of G-town Radio, Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee will bring four new local community groups to the very diverse communities found in South and Northwest Philadelphia. Approving this Agreement will result in increased localism and diversity on the airwaves in the Philadelphia.

I am authorized to sign this Declaration and the Settlement Agreement on behalf of the Applicant.

By:

A handwritten signature in black ink, appearing to read "James C. Bear", is written over a horizontal line.

James Bear  
G-town Radio

**Declaration of No Consideration Received**

I, Andrew Trackman, do hereby declare, under penalty of perjury, as follows:

I am Executive Director at Germantown United CDC FCC File No. BNPL-20131114AMB, license holder for a new low power FM radio station to share time operating on Channel 225 at Philadelphia, PA.

Applicant has entered into a Settlement Agreement to share the Channel with G-town Radio, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee ("The Applicants").

The Settlement Agreement constitutes the entire understanding between G-town Radio, Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee for settlement of this proceeding. Other than as stated in the Settlement Agreement, Germantown United CDC has not received any consideration or paid any consideration to the other applicant for a Construction Permit. Nor has any consideration been promised except as stated in the Settlement Agreement.

Germantown United CDC did not file its application for the purpose of reaching or carrying out a settlement.

Approval of the Settlement Agreement is in the public interest. Granting the applications of G-town Radio, Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee will bring four new local community groups to the very diverse communities found in South and Northwest Philadelphia. Approving this Agreement will result in increased localism and diversity on the airwaves in the Philadelphia.

I am authorized to sign this Declaration and the Settlement Agreement on behalf of the Applicant.

By:



Andrew Trackman  
Germantown United CDC

**Declaration of No Consideration Received**

I, Richard Isaac, do hereby declare, under penalty of perjury, as follows:

I am Chair of LPFM Committee at Germantown Life Enrichment Center FCC File No. BNPL-20131114AMR, license holder for a new low power FM radio station to share time operating on Channel 225 at Philadelphia, PA.

Applicant has entered into a Settlement Agreement to share the Channel with G-town Radio, Germantown United CDC and South Philadelphia Rainbow Committee ("The Applicants").

The Settlement Agreement constitutes the entire understanding between G-town Radio, Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee for settlement of this proceeding. Other than as stated in the Settlement Agreement, Germantown Life Enrichment Center has not received any consideration or paid any consideration to the other applicant for a Construction Permit. Nor has any consideration been promised except as stated in the Settlement Agreement.

Germantown Life Enrichment Center did not file its application for the purpose of reaching or carrying out a settlement.

Approval of the Settlement Agreement is in the public interest. Granting the applications of G-town Radio, Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee will bring four new local community groups to the very diverse communities found in South and Northwest Philadelphia. Approving this Agreement will result in increased localism and diversity on the airwaves in the Philadelphia.

I am authorized to sign this Declaration and the Settlement Agreement on behalf of the Applicant.

By:

A handwritten signature in cursive script, appearing to read "Richard Isaac", written over a horizontal line.

Richard Isaac  
Germantown Life Enrichment Center

**Declaration of No Consideration Received**

I, Christopher Randolph, do hereby declare, under penalty of perjury, as follows:

I am LPFM Coordinator at South Philadelphia Rainbow Committee FCC File No. BNPL-20131114BLI, license holder for a new low power FM radio station to share time operating on Channel 225 at Philadelphia, PA.

Applicant has entered into a Settlement Agreement to share the Channel with G-town Radio, Germantown United CDC, and Germantown Life Enrichment Center.

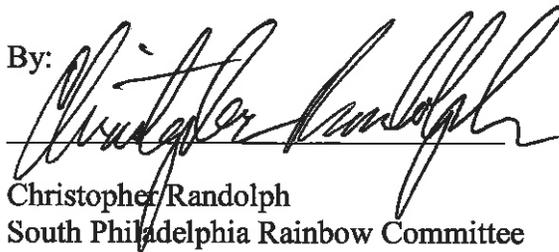
The Settlement Agreement constitutes the entire understanding between G-town Radio, Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee for settlement of this proceeding. Other than as stated in the Settlement Agreement, South Philadelphia Rainbow Committee has not received any consideration or paid any consideration to the other applicant for a Construction Permit. Nor has any consideration been promised except as stated in the Settlement Agreement.

South Philadelphia Rainbow Committee did not file its application for the purpose of reaching or carrying out a settlement.

Approval of the Settlement Agreement is in the public interest. Granting the applications of G-town Radio, Germantown United CDC, Germantown Life Enrichment Center and South Philadelphia Rainbow Committee will bring four new local community groups to the very diverse communities found in South and Northwest Philadelphia. Approving this Agreement will result in increased localism and diversity on the airwaves in the Philadelphia.

I am authorized to sign this Declaration and the Settlement Agreement on behalf of the Applicant.

By:



Christopher Randolph  
South Philadelphia Rainbow Committee