

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

In re Applications of)	
)	
VENTURE TECHNOLOGIES GROUP, LLC)	
)	
For Displacement Channel 29)	
W31EF-D, New York, NY (FID 128222)	File No. 0000054807
)	
and)	
)	
WORD OF GOD FELLOWSHIP, INC.)	
)	
For Displacement Channel 29)	
WPXU-LD, New York, NY (FID 2129))	File No. 0000051706
)	

To: Office of the Secretary
Attn: Video Division, Media Bureau

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Word of God Fellowship, Inc. (“WOG”) and Venture Technologies Group, LLC (“VTG”) licensees of the respective above-listed stations, pursuant to Section 73.3525 of the Commission’s Rules, hereby request that the FCC approve the Settlement Agreement attached as Exhibit 1.

The parties request that the Commission accept this solution to resolve the mutual exclusivity between the applications. In support of this request, WOG and VTG are submitting, as Exhibits 2 and 3 respectively, which contain the declarations required by Section 73.3525 of the Commission’s Rules.

Respectfully Submitted,

WORD OF GOD FELLOWSHIP, INC.

By: _____/s/_____

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VENTURE TECHNOLOGIES GROUP, LLC

By: _____/s/_____

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Counsel for Venture Technologies Group, LLC

September 19, 2019

EXHIBIT 1

SETTLEMENT AGREEMENT

MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT

This MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT (this "Agreement"), dated as of September 19, 2019, is entered into by and between Word of God Fellowship, Inc. ("WOG") and Venture Technologies Group, LLC ("VTG").

Recitals

- A. WOG holds the FCC broadcast license for low power television stations WPXU-LD, New York, NY (Fac. ID 2129).
- B. VTG holds the FCC broadcast license for low power television stations W31EF-D, New York, NY (Fac. ID 128222).
- C. During the Federal Communication Commission ("FCC") Special Displacement Window, WOG submitted a displacement application for WPXU-LD to operate on television broadcast channel 29 (File No. 51706) and VTG submitted a displacement application for W31EF-D to operate on television broadcast channel 29 (File No. 54807). The FCC has determined that these stations are mutually exclusive.
- D. WOG and VTG have agreed to resolve their respective mutual exclusivities and related disputes under the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, pursuant to the terms and conditions of this Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

- 1. **FCC Filings.** Subject to 47 CFR 73.3525 with the intent of settling the mutual exclusivity between the displacement applications and related disputes between one or more of the parties, the parties agree as follows:
 - a. **Submission of Settlement Application.** WOG and VTG immediately shall amend their respective displacement applications to submit a Joint Request for Approval of Settlement Agreement (the "Joint Request") requesting that the FCC:
 - (i) grant the Joint Request;
 - (ii) approve this Agreement;
 - (iii) dismiss the displacement application of WOG for WPXU-LD; and
 - (iv) grant the displacement application of VTG for W31EF-D.

The Joint Request shall be accompanied by (y) a certification signed by a principal of WOG and (z) a certification signed by a principal of VTG, which certifications shall provide that neither the dismissing applicants nor their principals have received any money or other consideration.

b. Displacement Facilities. WOG and VTG agree to work together in good faith to determine how to maximize the coverage of W31EF-D to the mutual advantage of WOG and VTG. VTG shall use reasonable efforts to file an application no later than September 30, 2019 or as soon thereafter as possible to amend its displacement application for W31EF-D or modify its construction permit for W31EF-D (as applicable) to reflect the maximized facility.

c. Channel Share. WOG and VTG agree to negotiate a channel share agreement in good faith, to be signed within thirty (30) days of this Agreement to include, *inter alia*, the following material terms: (i) VTG will be responsible for constructing and maintaining the shared channel 29 facilities; (ii) the parties shall share the available bandwidth on the shared channel on a 50/50 basis; (iii) the parties will share all expenses (including expenses to construct the channel 29 facilities that are not reimbursed) on a pro rata basis based on their allocation of bandwidth; and (iv) other terms common in an industry standard channel share agreement. Within five (5) business days of the execution of the channel share agreement, WOG shall file an application for a construction permit for WPXU-LD to channel share with W31EF-D. In the event the parties cannot agree on any term of the channel share agreement, WOG and VTG shall jointly engage a mutually agreeable professional with knowledge of the broadcast industry to resolve the dispute in a manner consistent with standard channel share agreements in the broadcast industry, which resolution shall be final and binding upon the parties.

d. Good Faith Efforts. The parties shall in good faith pursue approval by the FCC of the Joint Request, this Agreement and the channel share application and shall cooperate fully with each other and with the FCC and take whatever additional action is reasonably necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement. Additionally, the parties affirm that any further modifications to the granted displacement applications as specified above will comply with the interference standard as set forth in Section 74.793 of the FCC's rules.

2. Transaction Costs. Each party shall pay its own fees and expenses incurred by it and its respective agents, counsel and advisors in connection with the negotiation of this Agreement.
3. No Consideration. Except as expressly set forth in this Agreement and in the channel sharing agreement contemplated herein, neither party nor its principals has received any money or other consideration in connection with its entry into this Agreement. This Agreement complies with Section 311(c) of the Communications Act of 1934, as

amended, Section 73.3525 of the FCC rules, and any other applicable FCC rules and policies.

4. Assignment. No party hereto may assign this Agreement to any unaffiliated third party without the prior written consent of the other parties hereto. Notwithstanding the foregoing, this Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Governing Law; Dispute Resolution. Each of the parties hereto agrees (a) this Agreement, the respective rights and obligations of the parties hereto and thereto, and any claims or disputes relating hereto or thereto, shall be governed by and construed under and in accordance with the laws of the State of New York without respect to conflict of law principles and (b) to the exclusive jurisdiction of courts in New York, New York to resolve any dispute. Each party acknowledges and agrees that it would be impossible to measure in money the damages that would be caused in the event of a breach of this Agreement, and that, in the event of any such breach, there will not be an adequate remedy at law. In addition to all other such rights, powers, privileges, and remedies that the non-breaching party hereto may have, the non-breaching party shall be entitled to injunctive relief, specific performance, and such other equitable relief as either may request, in each case without the requirement of posting a bond or other security, to enforce any of the provisions of this Agreement and to enjoin or otherwise restrain any act prohibited hereby, and the breaching party shall not (and shall cause its affiliates, subsidiaries, equity holders, owners, directors, advisors, officers, representatives, employees, agents and others acting with its assent or on its behalf, not to) assert any defense that there is an adequate remedy available at law. Furthermore, each of the parties hereto agrees to irrevocably waive and disclaim, to the maximum extent enforceable under controlling law, any right to recover special, punitive, compensatory, benefit of the bargain, expectancy, exemplary, incidental, direct, indirect, consequential, "lost profits," "anticipated savings," lost value, or similar or other damages, including, without limitation, multiples of damages or business impact damages, whether or not contemplated, foreseeable, or noticed, that would be caused in the event of a breach of the provisions of this Agreement. EACH OF THE PARTIES HERETO HEREBY WAIVES (ON BEHALF OF ITSELF AND ITS AFFILIATES), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY. Each party has read the Agreement and fully understands it, and agrees that all doubt and ambiguities in connection with this Agreement shall be construed as if the parties jointly drafted this Agreement.
6. Integration; Amendments. This Agreement represents the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous oral and/or written agreements, representations and understandings concerning the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by each of the parties (an email or emails being insufficient to change this Agreement). If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of this Agreement shall continue in full force and effect, provided that such continuation would not materially diminish the benefit of this Agreement for any party.

7. Approvals and Authority. The parties represent that they have the power and authority necessary to execute and perform their respective obligations under this Agreement.
8. Brokers. Each party represents to the others that it has not engaged, or incurred any unpaid liability (for any brokerage fees, finder's fees, commissions other otherwise) to, any broker, finder or agent in connection with this Agreement. Each party agrees to indemnify the other against any and all claims asserted against the other party for any fees or commissions by any person purporting to act or to have acted for or on behalf of the indemnifying party.

SIGNATURE PAGE TO MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Mutual Exclusivity Settlement Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

WORD OF GOD FELLOWSHIP, INC.

By: 
Name: Marcus Lamb
Title: President

VENTURE TECHNOLOGIES GROUP, LLC

By: _____
Name: Paul Koplin
Title: CEO

SIGNATURE PAGE TO MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Mutual Exclusivity Settlement Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

WORD OF GOD FELLOWSHIP, INC.

By: _____

Name: Marcus Lamb

Title: President

VENTURE TECHNOLOGIES GROUP, LLC

By:  _____

Name: Lawrence Rogow

Title: Chairman

EXHIBIT 2

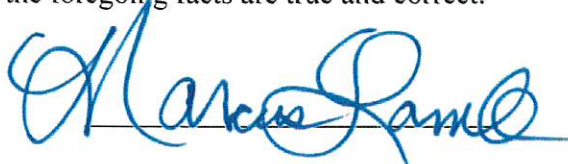
Declaration of Word of God Fellowship, Inc.

Declaration of Marcus Lamb

I, Marcus Lamb, hereby declare as follows:

1. I am the President of Word of God Fellowship, Inc. ("WOG"), an applicant for displacement channel 29, New York, New York, to be associated with low power television station WPXU-LD (File No. 0000051706, the "WPXU Application"). The WPXU Application is mutually exclusive with an application filed by Venture Technologies Group, LLC ("VTG").
2. Pursuant to a Settlement Agreement entered into by WOG and VTG on September 13, 2019 (the "Agreement"), the parties have agreed to resolve the above-referenced mutual exclusivity.
3. The Agreement is in the public interest. It conserves Commission resources by making an auction for these channels unnecessary. It also allows both stations to continue serving their community of license.
4. The WPXU Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with VTG, or any other person or entity.
5. Neither WOG nor its principals have received or been promised any money or other consideration in connection with the Agreement except as expressly set forth in the Agreement.

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



Dated: September 19, 2019

EXHIBIT 3

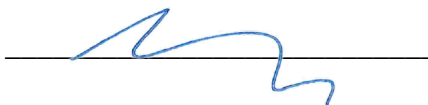
Declaration of Venture Technologies Group, LLC

Declaration Lawrence Rogow

I, Lawrence Rogow, hereby declare as follows:

1. I am the Chairman of Venture Technologies Group, LLC (“VTG”), an applicant for displacement channel 29 New York, New York to be associated with low power television stations W31EF-D (File No. 0000054807, the “W31EF Application”). The W31EF Application is mutually exclusive with an application filed by Word of God Fellowship, Inc (“WOG”).
2. Pursuant to a Settlement Agreement entered into by WOG and VTG on September 13, 2019 (the “Agreement”), the parties have agreed to resolve the above-referenced mutual exclusivity.
3. The Agreement is in the public interest. It conserves Commission resources by making an auction for this channel unnecessary. It also allows both stations to continue serving their community of license using a channel share arrangement.
4. The W31EF Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with WOG, or any other person or entity.
5. Neither VTG nor its principals have received or been promised any money or other consideration in connection with the Agreement except as expressly set forth in the Agreement.

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



Dated: September 19, 2019