

SETTLEMENT AGREEMENT

This Agreement (the “Agreement”) is entered into effective this 3rd day of May, 2022, by and between **RESTORED TOGETHER RADIO, INC.** (“RTR”), and **WORD FEDERATION OF PASTORS AND MINISTERS OF THE FULL GOSPEL, INC.** (“WFP”), that are applicants in NCE MX Group 69 resulting from the 2021 noncommercial FM filing window conducted by the Federal Communications Commission (“FCC”).

RECITALS

WHEREAS, RTR has applied for a construction permit on Channel 210A at Homer, Georgia (File No. 0000167587) (the “RTR Application”); and

WHEREAS, WFP has applied for a construction permit on Channel 210C3 at Lula, Georgia (File No. 0000167177) (the “WFP” Application”); and

WHEREAS, Community Public Radio (“CPR”) has applied for a construction permit on Channel 210C3 at Commerce, Georgia (File No. 0000166736) (the “CPR” Application”); and

WHEREAS, The Blue Mantle Educational Association (“BME”) has applied for a construction permit on Channel 210A at Maysville, Georgia (File No. 0000167342) (the “BME” Application”); and

WHEREAS, Legacy Broadcasting, Inc. has applied for a construction permit on Channel 210A at Blairsville, Georgia (File No. 0000166691) (the “Legacy Application”), which the FCC has named as the Tentative Selectee in MX Group 69; and

WHEREAS, RTR has amended its application so as to be no longer mutually exclusive with the Legacy Application; and

WHEREAS, the parties’ applications are mutually exclusive, cannot all be granted, and the public interest would be served by the elimination of mutual exclusivity between these applications.

THEREFORE, to resolve the conflict between their applications, in consideration of the mutual promises and covenants made herein, and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. **DISMISSAL OF WFP APPLICATION.** Immediately upon execution of this Agreement, WFP shall join with RTR in a Joint Request for Approval of Settlement Agreements, in which the parties will request the dismissal with prejudice of the WFP application.

2. **REIMBURSEMENT OF WFP'S FILING EXPENSES.** In consideration of dismissal of the WFP Application, within fifteen (15) business days of FCC grant by final action (as defined in Section 12) of the RTR Application as amended, RTR shall reimburse WFP for its reasonable and prudent expenses incurred in the preparation, filing and prosecution of the WFP Application in the amount of Eight Thousand Five Hundred Dollars (\$8,500.00), or such lesser amount as the FCC may approve. An accounting of WFP's reimbursable expenses is set forth in Exhibit A. In executing this Agreement, the authorized representative of WFP certifies under the penalty of perjury that the accounting of WFP's reasonable and prudent expenses in Exhibit A is accurate and complies with the FCC's rules.

3. **DISMISSAL OF OTHER PARTIES.** The obligations of the parties to perform their respective commitments under this Agreement are contingent upon the dismissal with prejudice of the CPR Application and the BME Application.

4. **NO OPPOSITION.** WFP covenants that it will not oppose or hinder in any way, nor support any effort by any other party to oppose or hinder, the RTR application as amended

5. **COOPERATION AND BEST EFFORTS.** The parties agree to fully cooperate with each other and to use their best efforts in pursuing FCC approval of this Agreement including but not limited to, the prompt filing of amendments, or supplements to this Agreement or to the parties' Joint Request for Approval of Settlement, or amendment or reformation of this Agreement in order to satisfy any FCC concerns; *provided, however*, that any such actions would not harm a party's material interests and objectives hereunder.

6. **LEGAL SUFFICIENCY.** Each party represents and warrants to the others that it is legally qualified to enter into this Agreement and to undertake the duties and obligations set forth herein in a timely manner, and that its signatory is duly authorized to bind it hereunder.

7. **PUBLIC INTEREST CONSIDERATIONS.** Each party declares and affirms that it filed its application in good faith and without any intention of entering into a Settlement Agreement or receiving a payment or other consideration in connection therewith. All consideration for this settlement is identified in this Agreement. Neither the party represented by each respective signatory, nor any principal of such party, has received or been promised any consideration of any kind in connection with this Agreement except as stated herein. The parties submit that FCC approval of this settlement would be in the public interest. Resolving mutual exclusivity would conserve the resources of the FCC and of the parties and would foster new a noncommercial broadcast service. The declarations in this Section 7 are made under the penalty of perjury by each party's respective signatory below.

8, **SPECIFIC PERFORMANCE.** The parties acknowledge that the broadcast authorization which may result from the RTR Application will be a unique asset not readily available on the open market and that money damages alone will be inadequate to compensate RTR in the event of a default of this Agreement by WFP. The parties agree that in the event of WFP's failure to perform its obligations hereunder, RTR shall be entitled to seek a decree of specific performance to be imposed upon WFP. In such event, WFP shall waive the defense that there is an adequate remedy at law.

9. **NOTICES.** All notices to be given by the parties to each other shall be sent by first class United States Mail, postage prepaid, and by electronic mail, and shall be addressed as follows:

If to RTR:

Neeta Hillman, President
Restored Together Radio, Inc.
201 Tennessee Ave.
Rossville, GA 30741
abraham.neeta@gmail.com

with a copy (which shall not constitute notice) to:

Donald Martin, Esquire
Law Office of Donald E. Martin
P.O. Box 8433
Falls Church, VA 22041
dempc@prodigy.net

If to WFP:

Ismelda Blanco, President
World Federal of Pastors and Ministers of the Full Gospel, Inc.
2100 West 76th St., Suite 304
Hialeah, FL 33016
FEDERACIONDEPASTORUSA@GMAIL.COM

with a copy (which shall not constitute notice) to:

Dan J. Alpert, Esquire
Law Office of Dan J. Alpert
2120 21st Road N
Arlington, VA 220
dja@commlaw.tv


10. **SIGNATURES IN COUNTERPARTS.** This Agreement may be signed in duplicate copies and each such execution shall be effective as if the signatories were on the same signature pages. Copies of this Agreement that are transmitted via E-Mail or telecopier shall be treated as Counterparts.

11. **CONSTRUCTION.** This Agreement shall be construed under the laws of the State of Georgia, except where preempted by federal law.

12. **EFFECTIVE UNTIL FINAL ORDER.** Subject to FCC approval, this Agreement shall remain in effect and binding upon the parties until FCC action on the RTR Application as amended shall have become Final. An order or action of the FCC is Final for purposes of this Agreement when such order or action is no longer subject to timely administrative or judicial review, reconsideration, appeal or stay, and where the time for initiating such review, reconsideration, appeal or stay has expired with no such procedure having been initiated.

IN WITNESS WHEREOF, intending to be legally bound, the authorized representatives of the parties do hereby execute this Agreement effective as of the date written above.

RESTORED TOGETHER RADIO, INC.

By:  _____
Neeta Hillman
President

**WORLD FEDERATION OF PASTORS AND MINISTERS
OF THE FULL GOSPEL, INC.**

By: _____
Name:
Title:

[SIGNATURE PAGE TO SETTLEMENT AGREEMENT]

IN WITNESS WHEREOF, intending to be legally bound, the authorized representatives of the parties do hereby execute this Agreement effective as of the date written above.

RESTORED TOGETHER RADIO, INC.

By: _____
Neeta Hillman
President

**WORLD FEDERATION OF PASTORS AND MINISTERS
OF THE FULL GOSPEL, INC.**

By:  _____
Ismeida Blaco
President

**WORLD FEDERATION OF PASTORS AND
MINISTERS OF THE FULL GOSPEL, INC. DECLARATION**

I, Ismelda Blanco, do hereby state as follows:

1. I am President of World Federation of Pastors and Ministers of the Full Gospel, Inc., an applicant for a construction permit for a new noncommercial FM broadcast station (LMS File No. 0000167177) (the "Application"), which is mutually exclusive with other applications in NCE MX Group 69. World Federation of Pastors and Ministers of the Full Gospel, Inc. is agreeing to dismiss its application in return for monetary compensation.
2. The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources in evaluating the mutually exclusive applications and by speeding the initiation of a new noncommercial FM radio service.
3. The Application was not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal or withdrawal of the Application.
4. The Settlement Agreement is the only agreement, written or oral, being entered into by World Federation of Pastors and Ministers of the Full Gospel in connection with this matter.
5. Neither World Federation of Pastors and Ministers of the Full Gospel nor its principals have received nor been promised any money or other consideration except as provided in the Settlement Agreement.
6. World Federation of Pastors and Ministers of the Full Gospel, Inc. has incurred legal and engineering expenses in excess of \$8,500.00 in conjunction with the preparation and prosecution of its application for Lula, Georgia, consisting of a total of \$5,000.00 for the initial preparation of the filing (including site acquisition, legal and engineering), and \$1,500.00 for subsequent legal costs, and \$1,500 for subsequent engineering costs.
7. World Federation of Pastors and Ministers of the Full Gospel, Inc. is not subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief. Executed this 3rd day of May, 2022.



Ismelda Blanco, President