

December 4, 2014

Mr. Peter Doyle, Chief
Audio Division
Mass Media Bureau
Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

Re: Joint Request for Approval of Settlement Agreement
Applications
File Number 20131113BHS, Minneapolis
File Number 20131115ADR, St. Paul

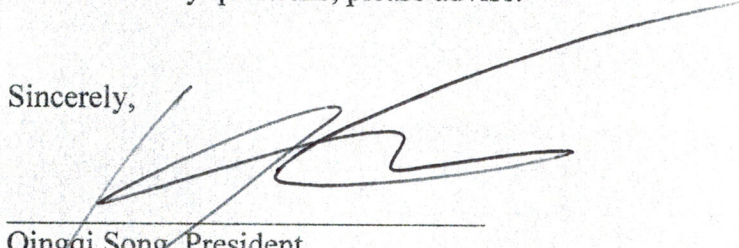
Dear Mr. Doyle:

New Culture Center in the Midwest and African Community Senior Services each filed a FCC Form 318 "Application for Construction Permit for a Low Power FM Broadcast Station" as identified above. The applications are mutually exclusive.

Pursuant to 47 C.F.R. § 73.3525(a), the applicants hereby file a joint request for approval of the attached Settlement Agreement to resolve their mutually exclusive applications.

If there are any questions, please advise.

Sincerely,



Qingqi Song, President
New Culture Center in the Midwest
894 20th Ave SE
St. Paul, MN 55114

Said A Ali, Chief Operating Officer
African Community Senior Services
3040 4th Ave S, STE #5-C
Minneapolis, MN 55408

Enclosures

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Enclosures

SETTLEMENT AGREEMENT

By and Between

New Culture Center in the Midwest

And

African Community Senior Services

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into by and between African Community Senior Services (ACSS) and New Culture Center in the Midwest (NCCW), collectively referred to as "the Parties".

RECITALS

Whereas ACSS has applied for a Low Power FM ("LPFM") license with the Federal Communications Commission ("FCC") identified as BNPL20131113BHS;

Whereas NCCM has applied for a LPFM license with the FCC identified as BNPL20131115ADR;

Whereas the FCC has announced the LPFM applications for ACSS and NCCM are mutually exclusive with each have an equal number of comparative points, producing a competitive tie;

Whereas the FCC permits mutually exclusive applicants to negotiate a settlement to resolve the mutual exclusivity; and

Whereas the Parties therefore desire to enter into this Settlement Agreement in order to resolve their LPFM mutual exclusive applications.

I. AGREEMENT

The Parties agree as follows:

A. The Parties will aggregate their comparative points;

B. The Parties agree to the following broadcast Time Share Agreement

- | | |
|----------------|---|
| 1. ACSS hours: | Saturday to Thursday 3:00 pm to 3:00am
Friday 11:00am to 11:00pm |
| 2. NCCM hours: | Saturday to Thursday 3:00 am to 3:00pm
Friday 11:00 pm to 11:00 am |

C. **Payment.** The Parties agree that neither has paid or promises to pay unto the other any monies or other compensation to resolve their mutual exclusivity.

- D. **Joint Request for Approval of Settlement Agreement.** The Parties agree to file with the FCC the joint request for approval of this Settlement Agreement, attached and incorporated herein. Officers of the Parties also submit the attached Affidavits, as Appendix A and Appendix B to the Settlement Agreement
- E. **Compliance with FCC Rules.** The Parties agree to comply with all FCC rules governing LPFM applications, amendments, and settlements, including, but not limited to, 47 C.F.R. § 73.3525.
- F. **Attorneys' Fees and Costs.** Each Party shall bear its own attorneys' fees and costs arising from reaching this Settlement Agreement.
- G. **Entire Agreement.** This Settlement Agreement contains the complete agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. This Settlement Agreement may not be amended except by written consent of the Parties.
- H. **Governing Law and Venue.** This Settlement Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Minnesota. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Settlement Agreement is the United States District Court for District of Minnesota.
- I. **Additional Documents.** Affidavits by officials of the Parties are incorporated into this Settlement Agreement as **Appendix B** and **Appendix C**. In addition, the Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.
- J. **Effective Date.** This Settlement Agreement is effective on the date of signature of the last signatory to the Settlement Agreement (the "Effective Date").
- K. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be deemed to be one and the same instrument.
- L. **Signing Authority.** The undersigned represent and warrant that they authorized to execute this Settlement Agreement.

African Senior Community Services

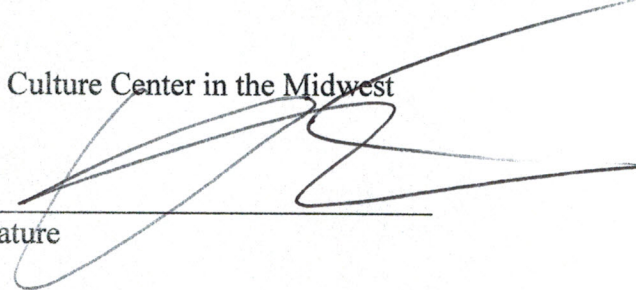
Signature

Name: Said A Ali

Title: Chief Operating Officer

Date: _____

New Culture Center in the Midwest




Signature

Name: Qingqi Song

Title: President

Date: 12/04/2014

African Senior Community Services



Signature

Name: Said A Ali

Title: Chief Operating Officer

Date: 12/04/2014

New Culture Center in the Midwest

Signature

Name: Qingqi Song

Title: President

Date: _____

APPENDIX A

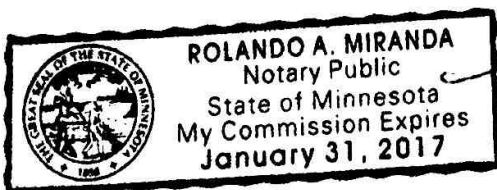
AFFIDAVIT OF Said A Ali

I, Said A Ali, after being duly sworn, under oath, and state that the following information is within my personal knowledge and belief:

1. I am the Chief Operating Officer of African Community Senior Services (ACSS).
2. ACSS applied for a Low-Power FM ("LPFM") license with the Federal Communications Commission ("FCC") which is filed as File Number BNPL20131113BHS.
3. New Culture Center in the Midwest (NCCM) also applied for a LPFM license with the FCC which is filed as File Number 20131115ADR.
4. The FCC has determined that the two applications are mutually exclusive.
5. ACSS and MCCM have entered into a Settlement Agreement to resolve the mutually exclusive LPFM applications.
6. The Settlement Agreement between the two applicants is in the public interest because it furthers the non-profit, tax-exempt purposes of both entities and contributes to the greater Philadelphia community.
7. The ACSS application was not filed for the purpose of reaching or carrying out the Settlement Agreement.
8. ACSS and its principals have not received any money or other consideration of the Settlement Agreement.

By: _____
Said A Ali, Chief Operating Officer

SUBSCRIBED AND SWORN TO before me this 04 day of December 2014, by



Rolando A. Miranda
NOTARY PUBLIC

My Commission Expires: JANUARY 31, 2017

APPENDIX B

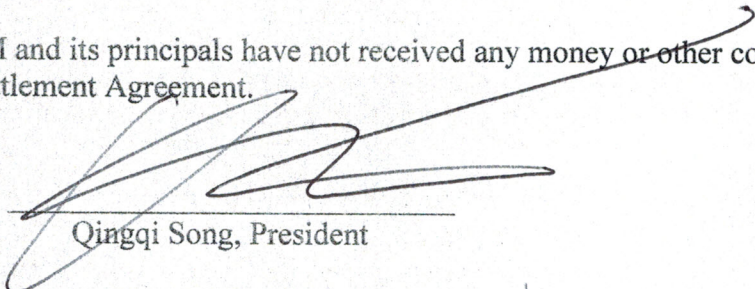
Affidavit of

1. I, Qingqi Song, after being duly sworn, under oath, and state that the following information is within my personal knowledge and belief:

I am the President of New Culture Center in the Midwest (NCCM).

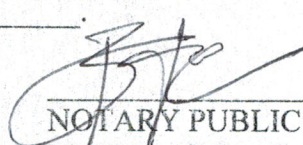
2. NCCM applied for a Low-Power FM ("LPFM") license with the Federal Communications Commission ("FCC") which is filed as File Number 20131115ADR.
3. African Community Senior Services (ACSS) also applied for a LPFM license with the FCC which is filed as File Number BNPL20131113BHS.
4. The FCC has determined that the two applications are mutually exclusive.
5. NCCM and ACSS have entered into a Settlement Agreement to resolve the mutually exclusive LPFM applications.
6. The Settlement Agreement between the two applicants is in the public interest because it furthers the non-profit, tax-exempt purposes of both entities and contributes to the greater Philadelphia community.
7. The NCCM application was not filed for the purpose of reaching or carrying out the Settlement Agreement.
8. NCCM and its principals have not received any money or other consideration of the Settlement Agreement.

By:


Qingqi Song, President

SUBSCRIBED AND SWORN TO before me this 4th day of December 2014, by

BRANDON MELLIS


NOTARY PUBLIC

My Commission Expires: 1/21/2018

OFFICIAL SEAL
BRANDON L MELLIS
Notary Public - State of Illinois
My Commission Expires Jan 21, 2018