

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In re Application of:)	
)	
PENSACOLA CHRISTIAN COLLEGE)	File No. BNPED-20000301ABF
Lakewood, New Jersey)	Facility ID No. 122845
)	
For Construction Permit for a New)	
Noncommercial Educational FM Station)	
To: The Secretary		
For transmission to: Chief, Audio Division		

JOINT REQUEST FOR APPROVAL OF AGREEMENT

Pensacola Christian College (“Pensacola”) and Bridgelight, LLC (“Bridgelight”) jointly request the approval of the attached agreement, which provides for the dismissal of Pensacola’s referenced application in return for a payment by Bridgelight of \$4000.¹

Bridgelight is the licensee of Station WRDR, Freehold Township, New Jersey, a noncommercial educational station which operates on the frequency 89.7 mHz.

Bridgelight has an opportunity to expand the coverage area of WRDR if Pensacola’s application, which specifies 89.3 mHz at nearby Lakewood, New Jersey, is dismissed.

The parties, both religious broadcasters, have reached an agreement providing for Pensacola to dismiss its Lakewood application in order to afford Bridgelight the opportunity to improve WRDR’s coverage. In return, Bridgelight will reimburse Pensacola’s for its application expenses up to \$4000.

¹ This joint request is being filed under Section 73.3525(a) of the rules, but at the Commission’s discretion may be processed under Section 73.3525(c) in light of the fact Bridgelight’s “conflicting” WRDR minor change application is being filed only now, simultaneously with the joint request. In any event, the parties seek FCC approval of the payment arrangement reflected in their agreement.

The agreement, attached as Exhibit 1, includes a paragraph 13, sworn to under penalty of perjury by both parties, which in effect states that Pensacola did not file its application for the purpose of entering into a settlement agreement; that no consideration has been paid or promised to Pensacola except as reflected in the agreement; and that the dismissal of Pensacola's application will serve the public interest by allowing Bridgelight to upgrade WRDR. As Exhibit 2, Pensacola is submitting materials demonstrating that its legitimate and prudent application expenses have exceeded \$4000. These materials satisfy the affidavit requirement of Section 73.3525(c) of the rules.

On the basis of the foregoing, the parties request that the Commission approve the attached agreement and dismiss Pensacola's application.

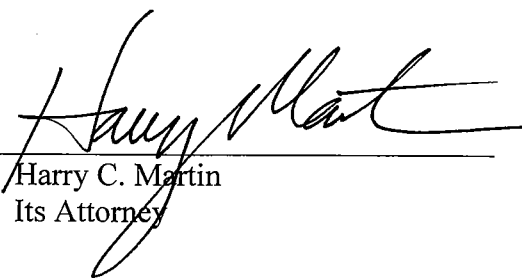
Respectfully submitted,

PENSACOLA CHRISTIAN COLLEGE

By: Lee W. Shubert by Hen
Lee W. Shubert
Its Attorney

Katten Muchin Rosenman
1025 Thomas Jefferson Street, NW
East Lobby, Suite 700
Washington, DC 20007-5201
(202) 625-3695

BRIDGELIGHT, LLC

By: 
Harry C. Martin
Its Attorney

Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, Virginia 22209
(703) 812-0415

May 6, 2005

REIMBURSEMENT AGREEMENT

^{May} THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this ^{5th} day of March, 2005, by and between BRIDGELIGHT, LLC ("Bridgelight") and PENSACOLA CHRISTIAN COLLEGE, INC. ("PCC") each of which may hereafter be referred to individually as a "Party" or collectively, as the "Parties".

RECITALS

A. Bridgelight is the licensee of noncommercial educational FM station WRDR, Freehold Township, New Jersey (FCC Facility ID No. 20485), and desires to expand its service in that area and otherwise to seek authority to modify the facilities for non-commercial educational radio facilities that it operates or plans to operate in that region; and

B. PCC has pending before the FCC an application for a new noncommercial educational FM broadcast station to operate on Channel 207 (89.3 MHz) at Lakewood, New Jersey (Facility ID No. 122845; FCC File No. BNPED-20000301ABF); and

C. Bridgelight and PCC have reached an agreement for PCC to dismiss PCC's Application in return for the reimbursement of its reasonable expenses incurred in the preparation and prosecution of PCC's Application; and

D. The Parties believe that an agreement upon the terms set forth herein will serve the public interest by preventing the diversion of FCC resources in further processing and evaluation of PCC's Application and by otherwise permitting the prompt initiation of other, new noncommercial educational FM services;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. **Definitions.** The capitalized words used in this Agreement, unless otherwise provided, shall have the meaning or meanings ascribed to them in **Exhibit A**, hereto.

2. **Commission Consent.** This Agreement is entered into subject to approval by the Commission, and shall be void unless the Commission shall approve it. Should the Commission refuse to approve this Agreement, then the parties hereby agree that they will immediately make good faith efforts to resolve each Commission objection in order to obtain Commission approval. In the event that the Commission has not approved this Agreement within nine (9) months from the date hereof, then either party hereto, upon written notice to the other, may terminate this Agreement.

3. Joint Request for Approval of Agreement. Within five (5) days of the effective date of this Agreement, the parties hereto agree to file with the Commission a joint request (the "*Request*") which shall be accompanied by a copy of the executed Agreement as well as other supporting documentation as required by Section 73.3525 of the Rules and Regulations. The Request shall seek (a) approval of this Agreement; and (b) dismissal of PCC's Application.

3.1. Actions Promoting Approval of Agreement. Together with the Request, the parties shall submit, as necessary, declarations of Principals complying with the provisions of Section 73.3525 of the Rules and Regulations. The parties agree to provide the Commission with any additional information necessary to obtain approval of this Agreement within ten (10) Business Days of any request for such information. The parties further agree to take no action that is in any way adverse to this Agreement, the Request, or the dismissal of PCC's Application. No party hereto is obligated to file or join in the prosecution of any request for reconsideration, review or appeal, or to actively oppose reconsideration, review or appeal, or actively participate in any such proceeding. Each party, however, so long as this Agreement is not terminated, will cooperate in such action by another party (or parties) directed toward approval of this Agreement and the actions contemplated herein.

3.2. Dismissal of PCC's Application. Concurrently with the filing of the Request, PCC agrees to request dismissal of PCC's Application, contingent upon approval of this Agreement.

4. Consideration. It is agreed that Bridgelight shall reimburse PCC and cause PCC to be paid for such documented reasonable and prudent expenses as are allowed by the Commission and that are attributable to PCC's efforts to prepare, file and prosecute PCC's Application, provided that such reimbursement shall not, in any event, exceed **FOUR THOUSAND AND NO/100 U.S. DOLLARS (\$4,000.00)**, or such lesser amount as may ultimately be approved by the Commission. The Consideration shall be paid in cash, United States currency, or certified or cashier's check payable to the Escrow Agent, as specified in **Section 4.1** and at the address specified in **Section 7**, hereof. Bridgelight is not obligated to pay the Consideration or any portion thereof to PCC except as specifically provided in this Agreement. The payment by Bridgelight to PCC is a material term of this Agreement.

4.1. Escrow of Settlement Payment. To assure the payment to be made by Bridgelight to PCC as provided by this Agreement, Bridgelight, upon Bridgelight's execution of this Agreement, shall deposit the sum of **FOUR THOUSAND AND NO/100 U.S. DOLLARS (\$4,000.00)** (the "*Escrow Deposit*") with Escrow Agent. The Escrow Deposit shall be placed by the Escrow Agent in an interest-bearing account, and Bridgelight shall have the right to receive any interest earned thereon. The Escrow Deposit shall remain in escrow until paid to PCC pursuant to this Agreement or until this Agreement is otherwise

terminated. In the event this Agreement is terminated and Bridgelight is not in default with respect to any of its warranties, representations or covenants, then the Escrow Deposit shall be returned to Bridgelight with interest. If the full Escrow Deposit is not delivered by Bridgelight to the Escrow Agent by the third (3rd) Business Day following the execution of this Agreement, and confirmed by the Escrow Agent, then the Parties shall withdraw this Reimbursement Agreement and the Request that are to be filed with the FCC and the Parties shall be returned to the *status quo ante*. The Escrow Deposit shall be disbursed by the Escrow Agent, upon receipt of joint written instructions from Bridgelight and PCC, which shall be received by the Escrow Agent from the Parties not later than five (5) Business Days after the Commission's order granting this Agreement becomes a Final Order.

4.2. Indemnification of Escrow Agent. The parties hereto agree jointly and severally to indemnify and hold harmless the Escrow Agent against any course of action arising out of the performance of their duties under this Agreement.

5. Authorization and Binding Obligation; Good Standing. Each party hereto is duly organized, validly existing and in good standing under the laws of its commonwealth/state of organization and, as applicable, the state or commonwealth of their incorporation or organization, and has full power and authority to carry on the business now being conducted by it.

5.1. Authorization. Each party hereto has full power and authority to enter into this Agreement; and the execution, delivery and consummation of this Agreement have been duly authorized by all necessary action on its part. This Agreement constitutes a valid and binding obligation of each of the parties hereto.

5.2. Competency. Each of the signatories hereto represents that s/he is competent and authorized to enter into this Agreement on behalf of the party for whom s/he purports to sign; and each agrees to indemnify and hold harmless each other party hereto against all claims, suits, actions and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, in which it may be asserted that s/he was not competent or so authorized to execute this Agreement and to receive the consideration therefor.

6. Notices. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be sent by first class, certified or registered mail, return receipt requested, postage prepaid and , pending the designation of another address, addressed as follows:

If to Bridgelight:

Lloyd Pulley, President
Calvary Chapel of Old Bridge
123 White Oak Lane, #216
Old Bridge, NJ 08867

If to PCC

Mr. Ted Nadaskay
Pensacola Christian College
P.O. Box 18000
Pensacola, Florida 32523

With copy to:

Harry C. Martin, Esq.
Fletcher, Heald & Hildreth PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209

With copy to:

Lee W. Shubert, Esq.
Katten Muchin Zavis Rosenman
1025 Tho. Jefferson St., N.W.
East Lobby, Suite 700
Washington, DC 20007-5201

6.1. *Alternate Addressees.* Notice, as provided by this section, may be given to any other person or party, as any party hereto may in the future designate in writing, upon due notice to the other party(ies).

6.2. *Date of Notice, Action.* The postal receipt for deposit with the U.S. Mail or any nationally known courier service shall establish the date of such notification or communication. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in Washington, DC, the last day for such notification, communication or action shall be extended to the first date thereafter which is not a Saturday, Sunday or such legal holiday.

7. *Entire Agreement.* This Agreement and the Escrow Agreement constitutes the entire understanding of the Parties, and no other consideration, action or forbearance is contemplated or relied upon by them. This Agreement may not be amended or modified except by a writing signed by both Parties.

8. *Enforcement.* Should the Parties engage in litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court. The Parties recognize that this Agreement confers a unique benefit, the loss of which cannot be compensated for through monetary damages. Thus, in the event of a breach of this Agreement, the Parties acknowledge that specific performance or other equitable relief would be an appropriate remedy, and agree to waive any defense that there is an adequate remedy at law for breach of this Agreement. Further, the Parties shall have the right specifically to enforce the performance of the other Party under this Agreement without the necessity of posting any bond or other security, and the Parties agree not to interpose any opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

9. *Assignment and Binding Effect.* This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their heirs, successors, executors, legal representatives and assigns, provided however that neither Party may voluntarily assign this Agreement without the express written consent of the other Party.

10. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, and by the applicable Rules and Regulations of the Commission. Venue for any such action shall be Arlington, Virginia.

11. **Headings.** The headings of the sections of this Agreement are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of the parties, the scope of this Agreement or the intent of any section hereof.

12. **Counterparts and Effective Date.** This Agreement may be signed in one or more counterparts by a Principal, each of which shall be deemed a duplicate original, binding on the parties hereto; notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the date on which the executed counterparts are exchanged by the parties.

13. **Section 73.3525 Certifications Under Penalty of Perjury.** By the execution of this Agreement, and pursuant to Section 73.3525 of the Rules and Regulations, each of the Parties hereby respectively declares, under penalty of perjury, the following: (a) no application has been filed by either Bridgelight or PCC, respectively, for the purpose of reaching or carrying out this or any other Reimbursement Agreement; (b) neither party has paid, been paid, promised or received any consideration in connection with this settlement except as set forth in this Agreement; and (c) the Commission's approval of this Agreement would be in the public interest because it would obviate the processing of PCC's Application, thereby allowing the conservation of the resources of the Parties and of the Commission.

14. **Severability.** In the event that any part or provision of this Reimbursement Agreement is found to be invalid, such invalidity shall not affect the enforceability of any other part or provision of this Reimbursement Agreement, unless the invalidity would cause a material change in the rights or obligations of any Party, in which case the Party or Parties affected may seek to amend the Reimbursement Agreement or may withdraw from the Reimbursement Agreement.

15. **Essence of Time.** Time is of the essence in this Agreement.

16. **Voluntary Undertaking.** Each of the Parties hereto respectively acknowledges that it is liable for the obligations as set forth in this Agreement. Each party further respectively states that this Agreement has been voluntarily signed in good faith, is a fair and equitable settlement of all controversies and matters that each party hereto may have with any other party to this Agreement. Each party hereto further respectively states and acknowledges, that it has consulted with and/or has been represented by counsel in connection with the negotiations of the transactions contemplated by this Agreement and the execution of this document.

17. **Expenses.** The parties hereto acknowledge and agree that each of them shall bear the cost, expenses and attorneys' fees arising out of or connected with this Agreement, including the negotiation, drafting and execution of this Agreement and all matters arising out of or connected therewith; except that in the event any action is brought by either party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to all other relief in law or equity to which that party may be entitled.

18. **Construction.** This Agreement is the product of negotiation and preparation by, between and among the parties hereto and their respective attorneys. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or the attorneys for one party or another, and shall be construed accordingly.

19. **Further Assurances.** The parties hereto agree to execute and deliver any additional or supplemental document as may be necessary or required to effectuate the purposes of this Agreement.

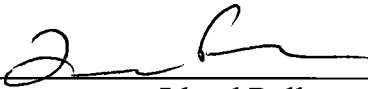
20. **Explication.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular and to the singular include the plural, references to any gender include any other gender, the part includes the whole, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, section, subsection, clause, exhibit and schedule references are to this Agreement, unless otherwise specified. Any reference in or to this Agreement or any ancillary agreements includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

[THIS SPACE INTENTIONALLY LEFT BLANK –SIGNATURE PAGE IS NEXT]

[SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT RESPECTING LAKEWOOD, NEW JERSEY]

IN WITNESS WHEREOF, the Parties have executed this Agreement or have caused this Agreement to be executed on their behalf to be effective as of the date first set forth above.

BRIDGELIGHT, LLC

By: 
Name: Lloyd Pulley
Title: President of 100% Member

PENSACOLA CHRISTIAN COLLEGE, INC.

By: _____
Name: Arlin R. Horton
Title: President

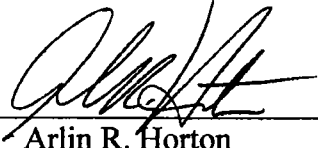
[SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT RESPECTING LAKEWOOD, NEW JERSEY]

IN WITNESS WHEREOF, the Parties have executed this Agreement or have caused this Agreement to be executed on their behalf to be effective as of the date first set forth above.

BRIDGELIGHT, LLC

By: _____
Name Lloyd Pulley
Title: President of 100% Member

PENSACOLA CHRISTIAN COLLEGE, INC.

By:  _____
Name Arlin R. Horton
Title: President

DEFINITIONS AND DEFINED TERMS

Unless otherwise provided, the capitalized words used in this Agreement shall have the meaning or meanings ascribed below:

1.1. **Application.** The term "*Application*" shall mean PCC's Application.

1.2. **Business Day.** The term "*Business Day*" shall mean any day other than a Saturday, Sunday or other day on which federally chartered banks in the city of Washington, DC, are regularly open for business.

1.3. **Commission.** The term "*Commission*" shall mean the Federal Communications Commission, Washington, D.C.

1.4. **Consideration.** The term "*Consideration*" shall mean the money to be paid by Bridgelight to reimburse PCC in return for the dismissal of PCC's Application, as provided by **Section 4**, hereof.

1.5. **Escrow Account.** The term "*Escrow Account*" shall mean any interest bearing escrow account(s) established by the Escrow Agent, for the benefit of PCC and Bridgelight, in connection with this Agreement which shall be used (i) to hold all or part of the Consideration and (ii) as the source(s) for the disbursement of the Consideration in accordance with the terms of this of this Agreement.

1.6. **Escrow Agent.** The term "*Escrow Agent*" shall mean the law firm of **FLETCHER, HEALD & HILDRETH PLC**, 1300 North 17th Street, 11th Floor, Arlington, VA 22209, acting jointly through its designated agents, for the benefit of PCC and Bridgelight.

1.7. **Escrow Deposit.** The term "*Escrow Deposit*" shall have the meaning ascribed in **Section 4.1**.

1.8. **FCC.** The term "*FCC*" shall mean the Federal Communications Commission, Washington, D.C.

1.9. **Final Order.** For the purposes of this Agreement, "*Final Order*" or "*Final Orders*" shall mean actions taken by the Commission, or its delegatee, for which no judicial or administrative reconsideration or appeal is pending and for which the time for filing such judicial or administrative reconsideration or appeal has expired.

1.10. **PCC's Application.** The term "*PCC's Application*" shall mean that application (FCC Form 340), as amended, bearing the File Number BNPED-20000301ABF, by which PCC has sought Commission authority to construct and operate a noncommercial educational FM station Channel 207 at Lakewood, New Jersey.

1.11. **Principal.** The term "*Principal*" shall mean any authorized officer or equity owner of the parties to this Agreement.

1.12. **Request.** The term "*Request*" shall mean a joint request for approval of this agreement to be filed with the Commission by the parties hereto.

1.13. **Rules and Regulations.** The term "*Rules and Regulations*" shall mean the rules of the FCC as set forth in Volume 47 of the Code of Federal Regulations, as well as such other policies of the Commission, whether or not contained in the Code of Federal Regulations.

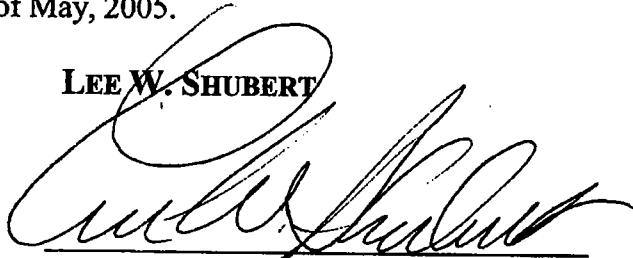
DECLARATION

I, **LEE W. SHUBERT**, am communications counsel to **PENSACOLA CHRISTIAN COLLEGE ("PCC")** and have advised, counseled and assisted PCC in connection with the preparation and prosecution of its application for a Construction Permit for a Non-commercial Educational Broadcast Station (FCC Form 340) on FM Channel 207 (89.3 MHz) at Lakewood, New Jersey (FCC Facility ID No. 122845; FCC File No. BNPED-20000301ABF). In connection therewith, I do hereby state and declare under penalty of perjury as follows:

I have undertaken a review of the billing records pertaining specifically to PCC, as well as its above-referenced application for Lakewood, New Jersey, and certify that the fees and expenses charged to PCC by **KATTEN MUCHIN ROSENMAN LLP** (as well as its predecessor firms) relating to the preparation and prosecution of FCC File No. BNPED-20000301ABF exceed, in the aggregate, the sum of **SIX HUNDRED AND NO/100 U.S. DOLLARS (\$600.00)**.

Signed and made this 4th day of May, 2005.

LEE W. SHUBERT

A large, stylized handwritten signature in black ink, appearing to read 'Lee W. Shubert', is written over a horizontal line.

Special Counsel

KATTEN MUCHIN ROSENMAN LLP

Rejoice Broadcast Network

250 Brent Lane
Pensacola, Florida 32503

Invoice No.

2113

INVOICE

Customer

Name Pensacola Christian College
Address Box 18000
City Pensacola State FL ZIP 32523
Phone 850-478-8498, ext. 2853

Date 2/10/2005
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
	Application for Construction Permit for Noncommercial Educational Broadcast Station at Lakewood, NJ		
1	FM Channel Search	\$495.00	\$495.00
1	Feasibility Study	\$225.00	\$225.00
1	Application Preparation Expense	\$2,950.00	\$2,950.00
1	Maps, duplicating costs, & miscellaneous expense	\$50.00	\$50.00
1	Local Public File Expenses	\$40.00	\$40.00
SubTotal			\$3,760.00
Shipping & Handling			\$0.00
Taxes			
State			
County			
TOTAL			\$3,760.00