

VOLUNTARY TIME-SHARING AND SETTLEMENT AGREEMENT

This Voluntary Time-Sharing and Settlement Agreement (“Agreement”) is entered into by and between The Roman Catholic Diocese of Brooklyn (“Diocese”); Global Service Center for Quitting Chinese Communist Party (“Global Center”); American Clearstream; and American Center for Civil Justice, Inc. (“American Center”), each of which may be referred to herein individually as a “Party” and collectively as the “Parties,” effective as of October 6, 2014 (“Effective Date”).

RECITALS

WHEREAS, each Party individually applied to the Federal Communications Commission (“FCC”) for a license to operate a low power FM radio station (“LPFM”) on Channel 288 to serve various communities in the City of New York, as such applications are identified on Appendix A hereto;

WHEREAS, by Public Notice released on December 16, 2013 (DA 13-2397), the FCC announced that the Parties’ applications, along with other applicants, are considered mutually exclusive and assigned them to Group 261;

WHEREAS, by Public Notice released on September 5, 2014 (DA 14-132), the FCC identified the Diocese, Global Center and American Center as the tentative selectees of Group 261; and

WHEREAS, American Center desires to dismiss its application on the terms set forth below and the remaining Parties have agreed to voluntarily share time on Channel 288 and take such other actions as set forth herein.

NOW, THEREFORE, in consideration of their mutual promises, covenants, and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. VOLUNTARY TIME-SHARING ARRANGEMENT AND SETTLEMENT

- A. The Diocese, Global Center and American Clearstream (collectively, the “Proposed Licensees”) have each agreed to share time on Channel 288 as reflected on the schedule attached hereto as Appendix B. The Proposed Licensees have agreed to each accept a separate license from the FCC which includes the time share division on Appendix B as part of the terms of the licenses.
- B. The schedule set forth in Appendix B may not be modified without a written agreement signed by each of the Proposed Licensees and the joint submission to the FCC of the modified schedule prior to implementing any changes.
- C. The Proposed Licensees have each agreed to locate their LPFM station at the site currently specified in the Diocese’s LPFM application at coordinates 40° 44' 50.7" N,

73° 44' 3.3" W (the "Common Site"). Concurrently with the filing of this Agreement, Global Center and American Clearstream will file sufficient technical amendments (and any required technical showings) to their LPFM applications to specify the Common Site as their antenna locations.

- D. Upon issuance of FCC licenses to the Proposed Licensees at the Common Site, the Proposed Licensees shall share common transmission facilities, including transmitter, antenna and connecting cabling and other miscellaneous associated equipment to transmit the LPFM programming from the Common Site. However, each of the Proposed Licensees will maintain its studio at the location specified in its LPFM application or future amendments thereto. Each of the Proposed Licensees is responsible for its own costs related to the production of programming and the transmission of such programming to the transmitter. The Proposed Licensees agree that the costs of construction, equipment, repairs, maintenance and operation, including, but not limited to, utility costs, shall be shared in proportion to the broadcast time allocated to the Parties in Appendix B. The Diocese shall invoice the Global Center and American Clearstream for such costs to be incurred or already incurred with respect to the Common Site. The Diocese may elect to develop, in coordination with the other Proposed Licensees, a reasonable budget for the initial construction of the Common Site and to invoice the other Proposed Licensees for their allocated costs of such budget in advance of construction. Any failure by a Proposed Licensee to pay its allocated costs hereunder within thirty (30) days of presentation by the Diocese shall constitute a material breach of this Agreement enabling the Diocese, at its sole option, to deny access or use of the Common Facilities by such Proposed Licensee without any liability to the Diocese whatsoever including, but not limited to, claims or damages arising from or due to a disruption in broadcast transmissions by such Proposed Licensee or the effect of such disruption on such Proposed Licensee's FCC license. The Diocese shall be entitled at its sole option to determine the ways and means of access to the common transmission facilities, including persons and program interconnection, provided that program interconnection via the Internet is agreed upon by the Diocese as acceptable.

II. SETTLEMENT WITH AMERICAN CENTER

- A. American Center has determined to dismiss its LPFM application. The Proposed Licensees have agreed to reimburse American Center a total of Fourteen Thousand Thirty Dollars (\$14,030) for its legitimate and prudent expenses as permitted under 47 C.F.R. § 73.3525 ("Expense Reimbursement"), with each of the Proposed Licensees responsible for remitting Four Thousand Six Hundred Seventy-Six Dollars and Sixty-Seven Cents (\$4,676.67) of the total amount. The Proposed Licensees will each remit \$4,676.67 to American Center within thirty (30) days of final action by the FCC approving this Agreement and the actions contemplated herein. "Final Action" means an action or actions by the FCC that is in full force and effect and as to which (i) no petition, application or appeal is pending and (ii) the time for the filing of any such petition, application or appeal (or for the FCC to set aside its own action) has passed.

- B. American Center will take any and all steps as may be necessary to dismiss its LPFM application upon Final Action of the FCC approving this Agreement and the actions contemplated herein and receipt of the Expense Reimbursement. The Proposed Licensees shall be jointly and severally liable for timely remitting the Expense Reimbursement to American Center pursuant to Section II.A hereof. The failure by the Proposed Licensees to remit the Expense Reimbursement in full as provided under Section II.A hereof shall constitute a material breach of this Agreement.

III. FCC FILINGS AND COMPLIANCE

- A. The Parties will execute and file with the FCC the Joint Request for Approval for Voluntary Time-Sharing and Settlement Agreement, attached hereto as Appendix C; the Declarations attached hereto as Appendix D; and such other filings as may be necessary to obtain the FCC's approval of this Agreement and the actions contemplated herein.
- B. The Parties agree to comply at all times with all applicable FCC rules governing LPFM applications, amendments, and settlements, including, but not limited to, 47 C.F.R. § 73.3525.
- C. In order to facilitate the agreements contained herein, each Party agrees that, until such time as the FCC approves or rejects this Agreement and the actions contemplated herein by Final Action or this Agreement is terminated or expires, whichever event occurs first, it shall not file or cause to be filed with the FCC a petition to deny or informal objection against any other Party's LPFM application identified on Appendix A hereto (provided such application is not materially amended or modified, except for amendments specified in Section I.C hereof) or any other pleading that seeks to eliminate another Party from LPFM Group 261 (collectively, "Objections"). The Parties shall withdraw or cause to be withdrawn any such Objections filed on or before the Effective Date on or before the third FCC business day after the Effective Date.

IV. TERM

The term of this Agreement shall begin on the Effective Date and shall end on the date that is the last expiration date of the initial terms of the FCC licenses issued to the Proposed Licensees ("Last Expiration"). No later than six (6) months prior to the Last Expiration, the Proposed Licensees shall meet to discuss a renewal of this Agreement for the Proposed Licensees that seek to renew their FCC licenses at the end of their initial terms. Notwithstanding the foregoing, if the FCC does not approve this Agreement by Final Action within one (1) year and issue licenses to each of the Proposed Licensees as contemplated hereunder, a Proposed Licensee may terminate this Agreement by notice to the other Proposed Licensees.

V. BROADCAST GUIDING PRINCIPLES

The Proposed Licensees each acknowledge that, if the FCC approves this Agreement, they will be joint licensees of Channel 288 and, as such, their actions as a licensee of Channel 288 may reflect upon the other Proposed Licensees. The Proposed Licensees agree to respect and forebear from any action or program broadcast that would disparage or inflict institutional damage or embarrassment upon another Proposed Licensee. The Proposed Licensees further agree that they shall not take any action, or fail to take any action, that would jeopardize this Agreement or, if the FCC issues each of the Proposed Licensees a license as proposed herein, the FCC licenses of the other Proposed Licensees.

VI. MISCELLANEOUS

- A. **Attorneys' Fees and Costs.** Each Party shall bear its own attorneys' fees and costs arising from reaching this Agreement.
- B. **Entire Agreement.** This Agreement contains the complete agreement between the Parties with regard to the matters set forth herein and supersedes any prior agreement, representation or warranties, verbal or written. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective executors, administrators, personal representatives, heirs, successors and assigns. This Agreement may not be amended or modified except by written consent of the Parties.
- C. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, without regard to any choice or conflicts of law principals thereof. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the Southern District of New York in New York City.
- D. **Additional Documents.** 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 Agreement.
- E. **Assignment.** No Party may sell, assign, delegate or otherwise transfer this Agreement, or any of its rights and obligations under this Agreement, without the prior written consent of the other Parties.
- F. **Notices.** Any notice required to be given by one Party to the other under this Agreement will be delivered using a reliable national express overnight delivery service and will be effective upon receipt. All notices, including a notice to change a Party's address, will be delivered to the Parties at the addresses below the Parties' signatures hereto.
- G. **Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so

as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

- H. **Construction.** This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.
- I. **Counterparts.** This 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. Signatures transmitted by electronic means shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the above date, and the persons signing below represent and warrant that they are duly authorized to do so.

THE ROMAN CATHOLIC DIOCESE OF BROOKLYN

By: *Kieran E. Harrington*
Name: Rev. Monsignor Kieran Harrington
Title: Vicar For Communications,
Diocese of Brooklyn
Address: 1712 Tenth Avenue
Brooklyn, NY 11215
Phone: (718) 499-9705
Fax: (718) 499-2406

GLOBAL SERVICE CENTER FOR QUITTING CHINESE COMMUNIST PARTY

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____

AMERICAN CLEARSTREAM

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____

AMERICAN CENTER FOR CIVIL JUSTICE INC

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the above date, and the persons signing below represent and warrant that they are duly authorized to do so.

**THE ROMAN CATHOLIC DIOCESE OF
BROOKLYN**

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____

**GLOBAL SERVICE CENTER FOR
QUITTING CHINESE COMMUNIST
PARTY**

By:  _____
Name: Rong Yi
Title: Chairperson
Address: 4046 Main Street, Suite 201
Flushing, NY 11354
Phone: (718) 888-9552
Fax: (718) 886-1197

AMERICAN CLEARSTREAM

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____

**AMERICAN CENTER FOR CIVIL
JUSTICE INC**

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the above date, and the persons signing below represent and warrant that they are duly authorized to do so.

**THE ROMAN CATHOLIC DIOCESE OF
BROOKLYN**

By: _____
Name: _____
Title: _____
Address: _____

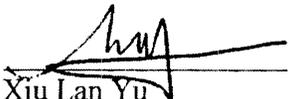
Phone: _____
Fax: _____

**GLOBAL SERVICE CENTER FOR
QUITTING CHINESE COMMUNIST
PARTY**

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____

AMERICAN CLEARSTREAM

By:  _____
Name: Xiu Lan Yu _____
Title: President _____
Address: 52-10 94 Street _____
Elmhurst, NY, 11373 _____
Phone: 347-822-9960 _____
Fax: _____

**AMERICAN CENTER FOR CIVIL
JUSTICE INC**

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the above date, and the persons signing below represent and warrant that they are duly authorized to do so.

THE ROMAN CATHOLIC DIOCESE OF BROOKLYN

GLOBAL SERVICE CENTER FOR QUITTING CHINESE COMMUNIST PARTY

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____

AMERICAN CLEARSTREAM

AMERICAN CENTER FOR CIVIL JUSTICE INC

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____

By: 
Name: Eli Perr
Title: Chairman
Address: 4912 14th Avenue
Brooklyn, NY 11219
Phone: (646) 706-7015
Fax: N/A

APPENDIX A

LPFM APPLICATIONS

The Roman Catholic Diocese of Brooklyn: FCC File No. 21031114BRB

Global Service Center for Quitting Chinese Communist Party: FCC File No. 20131114ARE

American Clearstream: FCC File No. 20131114BQX

American Center for Civil Justice Inc.: FCC File No. 20131114BQS

APPENDIX B TIME SHARE DIVISION

LPFM GROUP 261 VOLUNTARY TIME-SHARE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
12:00 AM	American Clearstream	Roman Catholic	Roman Catholic				
1:00 AM	American Clearstream	Roman Catholic	Roman Catholic				
2:00 AM	Global Service	Roman Catholic	Roman Catholic				
3:00 AM	Global Service	Roman Catholic	Roman Catholic				
4:00 AM	Global Service	Roman Catholic	Roman Catholic				
5:00 AM	Roman Catholic	Roman Catholic	Roman Catholic				
6:00 AM	Roman Catholic	Roman Catholic	Roman Catholic				
7:00 AM	Roman Catholic	Roman Catholic	Roman Catholic				
8:00 AM	Roman Catholic	Global Service	Roman Catholic				
9:00 AM	Roman Catholic	Global Service	Roman Catholic				
10:00 AM	Roman Catholic	Global Service	Roman Catholic				
11:00 AM	Roman Catholic	Global Service	Roman Catholic				
12:00 PM	Roman Catholic	Global Service	Roman Catholic				
1:00 PM	Global Service	Global Service	Roman Catholic				
2:00 PM	Global Service	Global Service	Roman Catholic				
3:00 PM	Global Service	Global Service	Roman Catholic				
4:00 PM	Global Service	Roman Catholic	Roman Catholic				
5:00 PM	Global Service	Roman Catholic	Roman Catholic				
6:00 PM	Global Service	Roman Catholic	Roman Catholic				
7:00 PM	Global Service	Roman Catholic	Roman Catholic				
8:00 PM	Global Service	Roman Catholic	Roman Catholic				
9:00 PM	American Clearstream	Roman Catholic	Roman Catholic				
10:00 PM	American Clearstream	Roman Catholic	Roman Catholic				
11:00 PM	American Clearstream	Roman Catholic	Roman Catholic				

	Total Hours
The Roman Catholic Diocese of Brooklyn	80
The Global Service Center for Quitting Chinese Communist Party	63
American Clearstream	25
	<hr/> 168

APPENDIX C

JOINT REQUEST FOR APPROVAL

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
The Roman Catholic Diocese of Brooklyn)	LPFM MX Group 261
)	
Application for a New LPFM Station at Queens, NY;)	FCC File No. BNPL-20131114BRB
)	
The Global Service Center for Quitting Chinese Communist Party)	
)	
Application for a New LPFM Station at Flushing, NY;)	FCC File No. BNPL-20131114ARE
)	
American Clearstream)	
)	
Application for a New LPFM Station at Elmhurst, NY;)	FCC File No. BNPL-20131114BQX
)	
and)	
)	
American Center for Civil Justice, Inc.)	
)	
Application for a New LPFM Station at Rockaway Beach, NY)	FCC File No. BNPL-20131114BQS
)	

**JOINT REQUEST FOR APPROVAL OF VOLUNTARY TIME-SHARING AND
SETTLEMENT AGREEMENT**

The Roman Catholic Diocese of Brooklyn (the “Diocese”), The Global Service Center for Quitting Chinese Communist Party (“Global Service Center”), American Clearstream and American Center for Civil Justice, Inc. (“American Center”) (collectively, “Parties”) have filed applications for new low power FM stations (“LPFM”) which the Commission deemed mutually exclusive with each other under Group 261.¹ The Commission identified the Diocese, Global

¹ Public Notice DA 13-2397 (Dec. 16, 2013).

Service Center and American Center as the tentative selectees of Group 261.² The Parties hereby request that the Commission approve the Voluntary Time-Sharing and Settlement Agreement, attached hereto as Exhibit A, executed by the Parties (the “Agreement”). The Diocese, Global Service Center and American Clearstream have agreed to share time on the proposed frequency with a common antenna located at the site specified in the Diocese’s application. American Center has agreed to voluntarily dismiss its application.

The Agreement resolves the tie between the tentative selectees. Approval of the agreement will permit the three proposed licensees to provide new community-based content and outreach to their constituencies. Approval of the agreement will further the public interest in increasing access to local and diverse programming.

The Parties respectfully request that the Commission approve the Agreement and issue LPFM construction permits to the Diocese, Global Service Center and American Clearstream based on the time sharing schedule attached to the Agreement.

² Public Notice DA 14-132 (Sept. 5, 2014).

**THE ROMAN CATHOLIC DIOCESE
OF BROOKLYN**

By: Donna Balaguer
Donna A. Balaguer
Fish & Richardson P.C.
1425 K Street, N.W.
Suite 1100
Washington, D.C. 20005
202-783-5070

Its Attorney

AMERICAN CLEARSTREAM

By: _____

Respectfully submitted,

**THE GLOBAL SERVICE CENTER
FOR CHINESE COMMUNIST PARTY**

By: Rong Yi
Rong Yi
Chairperson
4046 Main Street, Suite 201
Flushing, NY 11354
(718) 888-9552

**AMERICAN CENTER FOR CIVIL
JUSTICE, INC.**

By: _____
Michael W. Richards
Law Office of Michael W. Richards LC
7000 Carroll Ave. Suite 200
Takoma Park, MD 20912
202.657.5780

Its Attorney

October 6, 2014

**THE ROMAN CATHOLIC DIOCESE
OF BROOKLYN**

By: _____
Donna A. Balaguer
Fish & Richardson P.C.
1425 K Street, N.W.
Suite 1100
Washington, D.C. 20005
202-783-5070

Its Attorney

AMERICAN CLEARSTREAM

By:  _____
XiuLan Yu, President
American Cleastream
52-10 94 Street
Elmhurst, NY 11373

October 6th, 2014

Respectfully submitted,

**THE GLOBAL SERVICE CENTER
FOR CHINESE COMMUNIST PARTY**

By: _____

**AMERICAN CENTER FOR CIVIL
JUSTICE, INC.**

By: _____
Michael W. Richards
Law Office of Michael W. Richards LC
7000 Carroll Ave. Suite 200
Takoma Park, MD 20912
202.657.5780

Its Attorney

**THE ROMAN CATHOLIC DIOCESE
OF BROOKLYN**

By: _____

Donna A. Balaguer
Fish & Richardson P.C.
1425 K Street, N.W.
Suite 1100
Washington, D.C. 20005
202-783-5070

Its Attorney

AMERICAN CLEARSTREAM

By: _____

Respectfully submitted,

**THE GLOBAL SERVICE CENTER
FOR CHINESE COMMUNIST PARTY**

By: _____

**AMERICAN CENTER FOR CIVIL
JUSTICE, INC.**

By: Michael W. Richards

Michael W. Richards
Law Office of Michael W. Richards LC
7000 Carroll Ave. Suite 200
Takoma Park, MD 20912
202.657.5780

Its Attorney

October 6, 2014

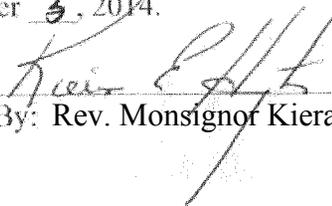
APPENDIX D
DECLARATIONS

**DECLARATION
THE ROMAN CATHOLIC DIOCESE OF BROOKLYN**

The undersigned provides this Declaration on behalf of the Roman Catholic Diocese of Brooklyn and hereby does declare:

1. The Roman Catholic Diocese of Brooklyn (the "Diocese"), The Global Service Center for Quitting Chinese Communist Party ("Global Service Center"), American Clearstream and American Center for Civil Justice, Inc. ("American Center") (collectively, the "Parties") each filed applications for new LPFM licenses in the greater New York City area, which were deemed by the Federal Communications Commission to be mutually exclusive in Group 261. The Parties entered into a Voluntary Time-Sharing and Settlement Agreement ("Agreement"). The Agreement provides for the Diocese, Global Service Center and American Clearstream to share time on the proposed frequency, and for American Center to voluntarily dismiss its application. The Agreement serves the public interest by resolving the mutual exclusivity and tie among the tentative selectees of Group 261. The Agreement further serves the public interest by ensuring that the proposed frequency will be used to provide new local, community-based programming and outreach to three constituency groups.
2. The Diocese did not file its application for the purpose of reaching or carrying out the Agreement.
3. The Diocese and its principals have not received any money or other consideration in connection with the Agreement. The Diocese, Global Service Center and American Clearstream have agreed to reimburse American Center \$14,030 (FOURTEEN THOUSAND THIRTY DOLLARS) for its legitimate and prudent expenses in connection with its application, based on the itemized accounting attached hereto.
4. The Agreement sets forth the complete understanding between the Parties, and there are no oral agreements.

Pursuant to 47 C.F.R. Section 1.16, I declare under penalty of perjury that the foregoing is true and correct. Executed on October 3, 2014.


By: Rev. Monsignor Kieran Harrington

Reimbursable Expenses - American Center for Civil Justice, Inc.
NY LPFM Group 261 (ALL FIGURES REPRESENT FULL US DOLLAR AMOUNTS)

FCC Counsel	8000
NY Counsel	4050
Engineering	1980

TOTAL **14030**

DECLARATION
THE GLOBAL SERVICE CENTER FOR QUITTING CHINESE COMMUNIST PARTY

The undersigned provides this Declaration on behalf of the Global Service Center for Quitting Chinese Communist Party and hereby does declare:

1. The Roman Catholic Diocese of Brooklyn (the "Diocese"), The Global Service Center for Quitting Chinese Communist Party ("Global Service Center"), American Clearstream and American Center for Civil Justice, Inc. ("American Center") (collectively, the "Parties") each filed applications for new LPFM licenses in the greater New York City area, which were deemed by the Federal Communications Commission to be mutually exclusive in Group 261. The Parties entered into a Voluntary Time-Sharing and Settlement Agreement ("Agreement"). The Agreement provides for the Diocese, Global Service Center and American Clearstream to share time on the proposed frequency, and for American Center to voluntarily dismiss its application. The Agreement serves the public interest by resolving the mutual exclusivity and tie among the tentative selectees of Group 261. The Agreement further serves the public interest by ensuring that the proposed frequency will be used to provide new local, community-based programming and outreach to three constituency groups.
2. The Global Service Center did not file its application for the purpose of reaching or carrying out the Agreement.
3. The Global Service Center and its principals have not received any money or other consideration in connection with the Agreement. The Diocese, Global Service Center and American Clearstream have agreed to reimburse American Center \$14,030 (FOURTEEN THOUSAND THIRTY DOLLARS) for its legitimate and prudent expenses in connection with its application, based on the itemized accounting attached hereto.
4. The Agreement sets forth the complete understanding between the Parties, and there are no oral agreements.

Pursuant to 47 C.F.R. Section 1.16, I declare under penalty of perjury that the foregoing is true and correct. Executed on October 6, 2014.


By: RONG Yi, Chairperson

Reimbursable Expenses - American Center for Civil Justice, Inc.
NY LPFM Group 261 (ALL FIGURES REPRESENT FULL US DOLLAR AMOUNTS)

FCC Counsel	8000
NY Counsel	4050
Engineering	1980

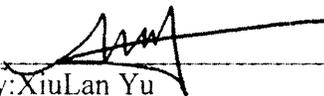
TOTAL **14030**

**DECLARATION
AMERICAN CLEARSTREAM**

The undersigned provides this Declaration on behalf of American Clearstream and hereby does declare:

1. The Roman Catholic Diocese of Brooklyn (the "Diocese"), The Global Service Center for Quitting Chinese Communist Party ("Global Service Center"), American Clearstream and American Center for Civil Justice, Inc. ("American Center") (collectively, the "Parties") each filed applications for new LPFM licenses in the greater New York City area, which were deemed by the Federal Communications Commission to be mutually exclusive in Group 261. The Parties entered into a Voluntary Time-Sharing and Settlement Agreement ("Agreement"). The Agreement provides for the Diocese, Global Service Center and American Clearstream to share time on the proposed frequency, and for American Center to voluntarily dismiss its application. The Agreement serves the public interest by resolving the mutual exclusivity and tie among the tentative selectees of Group 261. The Agreement further serves the public interest by ensuring that the proposed frequency will be used to provide new local, community-based programming and outreach to three constituency groups.
2. American Clearstream did not file its application for the purpose of reaching or carrying out the Agreement.
3. American Clearstream and its principals have not received any money or other consideration in connection with the Agreement. The Diocese, Global Service Center and American Clearstream have agreed to reimburse American Center \$14,030 (FOURTEEN THOUSAND THIRTY DOLLARS) for its legitimate and prudent expenses in connection with its application, based on the itemized accounting attached hereto.
4. The Agreement sets forth the complete understanding between the Parties, and there are no oral agreements.

Pursuant to 47 C.F.R. Section 1.16, I declare under penalty of perjury that the foregoing is true and correct. Executed on October 6th, 2014.


By: XiuLan Yu

Reimbursable Expenses - American Center for Civil Justice, Inc.
NY LPFM Group 261 (ALL FIGURES REPRESENT FULL US DOLLAR AMOUNTS)

FCC Counsel	8000
NY Counsel	4050
Engineering	1980

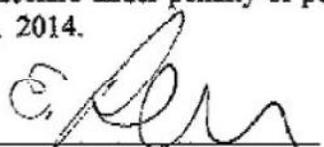
TOTAL **14030**

DECLARATION
AMERICAN CENTER FOR CIVIL JUSTICE, INC.

The undersigned provides this Declaration on behalf of American Center for Civil Justice, Inc. and hereby does declare:

1. The Roman Catholic Diocese of Brooklyn (the "Diocese"), The Global Service Center for Quitting Chinese Communist Party ("Global Service Center"), American Clearstream and American Center for Civil Justice, Inc. ("American Center") (collectively, the "Parties") each filed applications for new LPFM licenses in the greater New York City area, which were deemed by the Federal Communications Commission to be mutually exclusive in Group 261. The Parties entered into a Voluntary Time-Sharing and Settlement Agreement ("Agreement"). The Agreement provides for the Diocese, Global Service Center and American Clearstream to share time on the proposed frequency, and for American Center to voluntarily dismiss its application. The Agreement serves the public interest by resolving the mutual exclusivity and tie among the tentative selectees of Group 261. The Agreement further serves the public interest by ensuring that the proposed frequency will be used to provide new local, community-based programming and outreach to three constituency groups.
2. American Center did not file its application for the purpose of reaching or carrying out the Agreement.
3. American Center and its principals have not received any money or other consideration in connection with the Agreement in excess of its legitimate and prudent expenses reasonably incurred in preparing, filing, prosecuting and settling its application. The Diocese, Global Service Center and American Clearstream have agreed to reimburse American Center \$14,030 (FOURTEEN THOUSAND THIRTY DOLLARS) for these expenses, based on the itemized accounting attached hereto.
4. The Agreement sets forth the complete understanding between the Parties, and there are no oral agreements.

Pursuant to 47 C.F.R. Section 1.16, I declare under penalty of perjury that the foregoing is true and correct. Executed on October 5th, 2014.


By: ELI PERR, CHAIRMAN

Reimbursable Expenses - American Center for Civil Justice, Inc.
NY LPFM Group 261 (ALL FIGURES REPRESENT FULL US DOLLAR AMOUNTS)

FCC Counsel	8000
NY Counsel	4050
Engineering	1980

TOTAL **14030**