

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

**ORIGINAL
FILED/ACCEPTED**

AUG 31 2009

Federal Communications Commission
Office of the Secretary

In the Matter of the Applications of	) MX Group 529
)
Christendom Educational Corporation	) BNPED-20071022AZW
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 171272
FM Station at Front Royal, Virginia)
)
Pensacola Christian College	) BNPED-20071018DFN
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 122630
FM Station at Gore, Virginia)
)
Positive Alternative Radio	) BNPED-20071016AAU
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 172773
FM Station at Capon Bridge, West Virginia)
)
Ocean Side Broadcasting	) BNPED-20071022AMM
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 176993
FM Station at Front Royal, Virginia)
)
Liberty University	) BNPED - 20071019AEF
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 175224
FM Station at Strausburg, Virginia)
)
Educational Media Corporation	) BNPED - 20071019AHK
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 172970
FM Station at Front Royal, Virginia)

TO: Office of Secretary (ATTENTION: Chief, Audio Division)

JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT

Christendom Educational Corporation ("Christendom"); Educational Media Corporation ("EMC"); Pensacola Christian College, inc. ("Pensacola"); Ocean Side Broadcasting ("Ocean"); Positive Alternative Radio, Inc. ("Positive"); and Liberty University ("Liberty"), (each of which may hereinafter be referenced individually as a "*Party*" or collectively, as the "*Parties*"), hereby respectfully and jointly petition for approval of the Settlement Agreement attached hereto as Exhibit A.

1. The Parties were listed by the Media Bureau as applicants in MX Group 529, as set forth in a Public Notice, DA-08-2259, released October 9, 2008.

2. The Parties have executed a Settlement Agreement (the “Agreement”), that looks toward resolution of mutually exclusive applications through the grant of the above-captioned applications Christendom (the “Projected Survivor”, which will upon agency approval become a “singleton”).

3. The Agreement also contemplates the dismissal of the above-captioned applications of: EMC, Liberty, Ocean, and Positive (the “Dismissing Applicants”).

4. The Agreement contemplates other undertakings designed to foster the efficient development of the noncommercial educational FM service.

5. Such a settlement will conserve the Commission’s resources by resolving the conflicting proposals without the need for further adjudication on the part of the Commission or any appeals. This will also redound to the benefit of the public in terms of expediting a new local service to the proposed community and surrounding service areas.

6. The Agreement provides that the Dismissing Applicants will be compensated, contingent upon final approval of the Settlement, in the aggregate amount of \$18,080. Liberty is dismissing its application in return for an option issued by Pensacola under which Liberty would, at a future date, acquire Pensacola’s construction permit for Gore, Virginia, in return for compensation to Pensacola limited to its reasonable and prudent application expenses not to exceed \$8,000.

8. In accordance with Section 1.420(j) of the Commission’s Rules, the Parties have provided sworn declarations (see Exhibit A at Sections 3.1.1 and 14) demonstrating that: (i) the Agreement sets forth the exact nature and amount of the consideration promised to the Dismissing Applicant; (ii) the amount of consideration does not exceed those Parties’ legitimate and prudent expenses, and that (ii) the Parties believe the Settlement Agreement will serve the public interest because it will

simplify the issuance of construction permits to the Projected Survivor, thereby conserving the Commission's resources and expediting the introduction of a new NCE FM service.

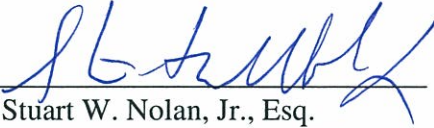
9. The Agreement is in the public interest, as it is designed to achieve a more efficient allocation and utilization of noncommercial FM spectrum, while minimizing the need to devote scarce governmental resources to this matter.

[Signature Page Follows]

WHEREFORE, THE PREMISES CONSIDERED, it is respectfully requested that (a) the Agreement be approved, (b) the permits be issued to the Projected Survivor, and (c) the applications of the Dismissing Applicants be dismissed as proposed in the Agreement.

Respectfully submitted,

**CHRISTENDOM EDUCATIONAL
CORPORATION and
EDUCATIONAL MEDIA CORPORATION**

By: 
Stuart W. Nolan, Jr., Esq.
Wood, Maines & Nolan, PC
4600 Fairfax Drive, Suite 604
Arlington, VA 22203

Their counsel

LIBERTY UNIVERSITY

By: _____
Harry Martin, Esq.
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209-3801

Its counsel

PENSACOLA CHRISTIAN COLLEGE

By: _____
Lee Shubert, Esq.
Sciarrino & Shubert, PLLC
5425 Tree Line Drive
Centreville, VA 20120

Its counsel

POSITIVE ALTERNATIVE RADIO

By: _____
Cary S. Tepper, Esq.
Booth, Freret, Imlay & Tepper, PC
7900 Wisconsin Avenue, Suite 304
Bethesda, MD 20814-3628

Its counsel

OCEAN SIDE BROADCASTING

By: _____
A. Wray Fitch III
Gammon & Grange, P.C.
8280 Greensboro Dr., 7th Floor
McLean, VA 22102

Its counsel

Dated: August 31, 2009

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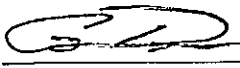
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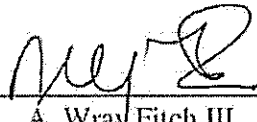
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Dated: August ____, 2009

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“*Agreement*”) is entered into as of the date on which the last party hereto has executed this Agreement (the “Effective Date”), by and between **CHRISTENDOM EDUCATIONAL CORPORATION** (“Christendom”); **EDUCATIONAL MEDIA CORPORATION** (“EMC”); **LIBERTY UNIVERSITY, INC.** (“Liberty”); **OCEAN SIDE BROADCASTING** (“Ocean”); **PENSACOLA CHRISTIAN COLLEGE, INC.** (“Pensacola”); and **POSITIVE ALTERNATIVE RADIO, INC.** (“Positive”); and each of which may hereafter be referred to individually as a “*Party*” or collectively, as the “*Parties*”.

RECITALS

A. Each of the Parties have pending before the FCC an application for authority to construct a new noncommercial educational FM broadcast station, as further identified in Schedule I hereto (collectively, the “Applications”); and

B. The Parties’ Applications comprise, in part, “MX Group 529” as defined by the Federal Communications Commission (“FCC” or the “Commission”) in its *Public Notice*, DA 08-2259, released October 9, 2008; and

C. The Commission considers each application in MX Group 529 to be mutually exclusive with one or more of the others, such that absent a settlement agreement, only one permit will be issued by the FCC; and

D. The Parties have reached an agreement whereby, upon FCC approval, EMC, Liberty, Ocean, and Positive (collectively, the “Dismissing Applicants” as further identified on Schedule I) seek dismissal of their Applications (the “Dismissing Applications” as set forth on Schedule I) in return for the reimbursement of their reasonable and prudent expenses incurred in the preparation and prosecution of the Applications, or for such substitute compensation as is set forth below; and

E. The Parties anticipate that the dismissal of the Dismissing Applications will eliminate any and all mutual exclusivity with respect to the Application of Christendom – as regards its Application proposing new service to Front Royal, Virginia -- thereby resulting in “singleton” status for the Christendom Application (the “Singleton Survivor” as further identified on Schedule I); and

F. 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 the Dismissing Applications and by otherwise permitting the prompt initiation of at least one (1) new noncommercial educational FM service (the “Surviving Applicant”);

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 one year from the date hereof, then any Party hereto, upon written notice to the other, may terminate this Agreement.

3. **Joint Petition for Approval of Agreement.** The Parties hereby agree to file with the Commission, within five (5) Business Days of the effective date of this Agreement, a Joint Petition seeking FCC approval of the Agreement (the "Joint Petition"). The Joint Petition shall be accompanied by a copy of the executed Agreement and additional supporting documentation as may be required by Section 73.3525 of the FCC's Rules and Regulations, and it shall seek (a) approval of this Agreement; (b) dismissal of the Dismissing Applications; and (c) issuance of permit to the Singleton Survivor.

3.1. **Actions Promoting Approval of Agreement.** Together with the Joint Petition, the Parties shall submit, as necessary, any documentation for compliance 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 Joint Petition, or the dismissal of the Dismissing 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.

3.1.1. **Itemization of Expenses.** The expenses for which the Dismissing Applicants seek reimbursement are itemized on **Exhibit B**, hereto.

3.2. **Dismissing Applications.** As consideration of this Agreement and concurrently with the filing of the Joint Petition, the Dismissing Applicants agree to request dismissal of the Dismissing Applications, provided that each dismissal request is contingent upon approval of this Agreement. In the event that the FCC (a) processes the dismissal of any Dismissing Application prior to the issuance of a Permit to a Surviving Applicant with which the Dismissing Application was initially mutually exclusive, and (b) has not yet issued the Permit to the Surviving Applicant as of the date that a Petition for Reinstatement of the Dismissing Application(s) would be due to be filed with the FCC, then and only then the Dismissing Applicant may, consistent with this Agreement and only to the extent necessary to maintain its rights with respect to its Application, seek reinstatement of its Application. In that event, the Dismissing Applicant seeking reinstatement of its Application shall state in its petition that the instant Agreement remains effective, that submission of the petition merely serves to preserve its rights in the event the Permit is not awarded to the applicable Surviving Applicant, and that the Dismissing Applicant acknowledges

its petition for reinstatement shall become moot once the Permit is issued to the Surviving Applicant.

4. **Consideration.** It is agreed that the Surviving Applicant shall, as set forth in **Schedule I** hereto, reimburse the Dismissing Applicants and cause the Dismissing Applicants to be paid for such documented reasonable and prudent expenses as are allowed by the Commission and that are attributable to the Dismissing Applicants' efforts to prepare, file and prosecute its Application, provided that such reimbursement of each Party shall not, in any event, exceed the amounts corresponding to each applicant as set forth in Schedule I hereto, or such lesser amount(s) as may ultimately be approved by the Commission. The Surviving Applicant is not obligated to pay the Consideration or any portion thereof to the Dismissing Applicants except as specifically provided in this Agreement. The payment by the Surviving Applicant to the Dismissing Applicants is a material term of this Agreement.

4.1. **Related Agreements.** In consideration of its agreement to seek the dismissal of the Application proposing new service to Strausburg, VA (the "Strausburg Proposal"), Liberty has agreed to seek no financial reimbursement of expenses connected to the Strausburg Proposal, but rather to receive from Pensacola an option to purchase any Permit issued pursuant to the Gore Proposal at a price not to exceed Pensacola's reasonable and prudent expenses connected to the Gore Proposal and which shall in no event exceeding Eight Thousand Dollars (\$8,000). In the event Liberty exercises the option to acquire the Gore Permit, Liberty and Pensacola will file a copy of their option agreement as an exhibit to the requisite Form 314.

4.3. **Escrow of Settlement Payment.** To assure the payment to be made to the Dismissing Applicants as provided by this Agreement, Christendom and Liberty (the "Payors"), within five business days of the submission of the Joint Petition to the Commission, shall deposit in aggregate amount **EIGHTEEN THOUSAND AND EIGHTY U.S. DOLLARS (\$18,080.00)** with the Escrow Agent as defined in **Exhibit A** (the "*Escrow Deposit*"). The Escrow Deposit shall be placed by the Escrow Agent in an interest-bearing account, and the Payors shall have the right to receive, in shares proportionate to the respective contribution of each, any interest earned thereon. The Escrow Deposit shall remain in escrow until paid to the Dismissing Applicants pursuant to this Agreement or until this Agreement is otherwise terminated. In the event this Agreement is terminated and the Payors are not in default with respect to any of its warranties, representations or covenants, then each portion of the Escrow Deposit (with interest) contributed shall be returned to the applicable Payors (with the Payors also receiving their shares of any interest thereon). If the full Escrow Deposit is not delivered by the Payors to the Escrow Agent within five (5) Business Days following the submission of the Joint Petition to the Commission, and confirmed by the Escrow Agent, then the Parties may withdraw from this Agreement; and the "Joint Petition for Approval of Settlement Agreement," shall be withdrawn from the Commission; and the Parties shall be returned to the *status quo ante*. Otherwise, the portion of the Escrow Deposit owed to the Dismissing Applicants shall be distributed -- in accordance with the amounts specified in Schedule I -- to the Dismissing Applicants within five (5) Business Days of the later of the following: (a) dismissal of the Dismissing Applications has become a Final Order, and (b) the issuance of the Permits set forth at Schedule II have become Final Orders.

In the event that Pensacola has not received a Permit (and such issuance has not become a Final Order) as of December 31, 2010, and in the event that Christendom has received its Permit and such issuance has become a Final Order, (i) the portion of the Escrow Deposit contributed by Liberty, as shown in **Schedule I**, shall be returned to Liberty, at which point any option arrangement between Liberty and Pensacola will terminate; and (ii) the portion of the Escrow Deposit contributed by Christendom shall be released to allow payment as specified herein to any Dismissing Applicant(s) for which the dismissal its Application(s) has become a Final Order, provided that any Dismissing Applicant receiving such a distribution from the Escrow Deposit must not have proposed in its original Application a facility that conflicted with -- that is, that was mutually exclusive with -- the Application of Pensacola.

4.4. Indemnification of Escrow Agent. The Parties hereto agree jointly and severally to indemnify and hold harmless the Escrow Agents 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.

6. Notices. Any notice required hereunder shall be in writing, including by facsimile, and any payment, notice or other communications shall be delivered personally, or mailed by certified mail, postage prepaid, with return receipt requested, or delivered to FedEx (Federal Express), or any other nationally recognized overnight delivery service for next morning delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch), or by electronic mail with such notice attached in Portable Document Format (PDF) and sent with requests for delivery and read receipts, the return of such receipts being deemed conclusive evidence of such dispatch, in each case addressed to the persons, parties or entities as set forth in Schedule III hereto.

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

6.2. Date of Notice, Action. The date of personal delivery or the delivery date (or date of attempted delivery and refusal by the addressee) specified on any receipt from the U.S. Mail or courier service specified herein 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, D.C., the last day for such notification, communication or action shall be extended to the first day thereafter which is not a Saturday, Sunday or such legal holiday.

7. *Entire Agreement.* This Agreement and the Escrow Agreement constitute the entire understanding of the Parties, and no other consideration, action or forbearance is contemplated or relied upon by them. The Agreement may be amended or modified only by a writing signed by both Parties.

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

9. *Enforcement.* 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.

9.1. *Dispute Resolution.* If a dispute arises under this Agreement, the Parties hereby agree to submit such dispute to binding arbitration. The arbitration shall be administered by the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405; Tel: 877-655-7755; URL www.arb-forum.com ("*Forum*") and conducted before a sole arbitrator pursuant to the Forum's Code of Procedure. The Parties agree that: (a) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("*FAA*"), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure (provided such location is reasonably convenient for the Parties), or at such other location as may be mutually agreed by the Parties hereto; (c) the arbitrator's decision shall be controlled by the terms and conditions of this Reimbursement Agreement and any of the other agreements referenced herein that is applicable to the Parties; (d) the arbitrator shall apply Virginia law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration shall decide only the individual claims of the Parties hereto, and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against either Party. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Code of Procedure established by the Forum, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

10. *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.

11. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of Virginia, without giving effect to the applicable conflict of laws provisions thereof, and/or by the applicable Rules and Regulations of the Commission. Venue for any such action shall be as provided in **Section 9.1**, hereto.

12. **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.

13. **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 Effective Date as defined in the preamble above.

14. **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 any of the Parties for the purpose of reaching or carrying out this or any other Settlement Agreement;

(b) none of the Parties 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 promptly will resolve the mutual exclusivity that exists between the Surviving Applications and the Dismissing Applications, thereby obviating any need to further processing of the Dismissing Application and, accordingly, allowing the conservation of the resources of the Parties and of the Commission.

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

17. **Expenses.** The Parties hereto acknowledge and agree that each of them shall bear their own costs, 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. **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 amendments, extensions, modifications, renewals, or supplements thereto, as applicable.

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

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.

8-31-09
Date By: _____
Title: _____
Mark McShurley
CFO
CHRISTENDOM EDUCATIONAL CORPORATION
EDUCATIONAL MEDIA CORPORATION

Date By: _____
Title: _____
Peter Stover
President
PENSACOLA CHRISTIAN
COLLEGE

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

LIBERTY UNIVERSITY, INC.

Date By: _____
Title: _____
Jerry Falwell, Jr.
President

OCEAN SIDE BROADCASTING

Date By: _____
Title: _____
A. Wray Fitch, III
Director

POSITIVE ALTERNATIVE RADIO, INC.

Date By: _____
Title: _____
Edward A. Baker
President

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.

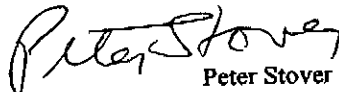
CHRISTENDOM EDUCATIONAL CORPORATION

Date By:
Title:

Mark McShurley
CFO

EDUCATIONAL MEDIA CORPORATION

8/14/09
Date By:
Title:


Peter Stover
President

**PENSACOLA CHRISTIAN
COLLEGE**

Date By:
Title:

Arlin R. Horton
President

LIBERTY UNIVERSITY

Date By:
Title:

Jerry Falwell, Jr.
President

OCEAN SIDE BROADCASTING

Date By:
Title:

A. Wray Fitch, III
Director

POSITIVE ALTERNATIVE RADIO, INC.

Date By:
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Date By: Mark McShurley
Title: CFO

EDUCATIONAL MEDIA CORPORATION

Date By: Peter Stover
Title: President

PENSACOLA CHRISTIAN
COLLEGE

8/31/2009

Date By: Arlin R. Horton
Title: President

LIBERTY UNIVERSITY, INC.

Date By: Jerry Falwell, Jr.
Title: President

OCEAN SIDE BROADCASTING

Date By: A. Wray Fitch, III
Title: Director

POSITIVE ALTERNATIVE RADIO, INC.

Date By: Edward A. Baker
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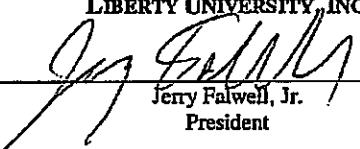
EDUCATIONAL MEDIA CORPORATION

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EDUCATIONAL MEDIA CORPORATION

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Title: _____ President

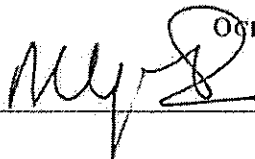
PENSACOLA CHRISTIAN
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Title: _____ Director

POSITIVE ALTERNATIVE RADIO, INC.

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By: _____
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Peter Stover
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**PENSACOLA CHRISTIAN
COLLEGE**

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By: _____
Title: _____

Arlin R. Horton
President

LIBERTY UNIVERSITY

Date: _____
By: _____
Title: _____

Jerry Falwell, Jr.
President

OCEAN SIDE BROADCASTING

Date: _____
By: _____
Title: _____

A. Wray Fitch, III
Director

POSITIVE ALTERNATIVE RADIO, INC.

8-18-09
Date: _____
By: _____
Title: _____

Edward A. Baker

Edward A. Baker
President

Signature Page to Settlement Agreement - MX Group 529 (VA)

Schedule I -- Identification of Parties, Escrow Contributions, and Consideration Owed

<u>Surviving Applicant & Payor</u>	<u>Community of License</u>	<u>Facility ID No.</u>	<u>FCC File No.</u>	<u>Contribution to Escrow Dep.</u>
Christendom Educational Corp.	Front Royal, VA	171272	BNPED-20071022AZW	\$ 11,000.00
<hr/>				
<u>Non-Surviving Payor</u>				
Liberty University, Inc.	Strausburg, VA	175224	BNPED-20071019AEF	\$ 7,080.00
<hr/>				
<u>Dismissing Applicants</u>	<u>Community of License</u>	<u>Facility ID No.</u>	<u>FCC File No.</u>	<u>Consideration</u>
Educational Media Corporation	Front Royal, VA	172970	BNPED-20071019AHK	\$ 7,500.00
Liberty University	Strausburg, VA	175224	BNPED-20071019AEF	Option specified herein
Positive Alternative Radio	Capon Bridge, WV	172773	BNPED-20071016AUU	\$ 7,080.00
Ocean Side Broadcasting	Front Royal, VA	176993	BNPED-20071022AMM	\$ 3,500.00

Schedule II – Dismissing Applicants Receiving Monetary Consideration

Dismissing Applicant to whom monetary consideration is owed:	Consideration released from escrow upon finality of issuance of Permit(s) to:
Positive Alternative Radio (Capon Bridge, WV) BNPED-20071016AAU	Christendom College (Front Royal, VA) BNPED-20071022AZW
	Pensacola Christian College (Gore VA) BNPED-20071018DFN
Ocean Side Broadcasting (Front Royal, VA) BNPED-20071022AMM	Christendom College (Front Royal, VA) BNPED-20071022AZW
Educational Media Corporation (Front Royal, VA) BNPED-20071019AHK	Christendom College (Front Royal, VA) BNPED-20071022AZW

Schedule III -- Notice

Notices to be served on:

Mark McShurley, Chief Financial Officer
Christendom College
134 Christendom Drive
Front Royal, VA 22630

Peter Stover, President
Educational Media Corporation
P.O. Box 905
Spotsylvania, VA 22553

Jerry Falwell, Jr., President
Liberty University, Inc.
1971 University Boulevard
Lynchburg, VA 24502

A. Wray Fitch III, Director
Ocean Side Broadcasting
6139 Franklin Park Road
McLean, VA 22101

Arlin R. Horton, President
Pensacola Christian College
P.O. Box 18000
250 Brent Lane
Pensacola, FL 32523

Edward A. Baker, President
Positive Alternative Radio
P.O. Box 889
Blacksburg, VA 24063

With copy (which shall not constitute notice) to:

Stuart W. Nolan, Jr., Esq.
Wood, Maines & Nolan, PC
4600 Fairfax Drive, Suite 604
Arlington, Virginia 22203

Stuart W. Nolan, Jr., Esq.
Wood, Maines & Nolan, PC
4600 Fairfax Drive, Suite 604
Arlington, Virginia 22203

Harry Martin, Esq.
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209-3801

A. Wray Fitch III
Gammon & Grange, P.C.
8280 Greensboro Dr.
7th Floor
McLean, VA 22102
Lee Shubert, Esq.
Sciarrino & Shubert, PLLC
5425 Tree Line Drive
Centreville, VA 20120

Cary S. Tepper, Esq.
Booth, Freret, Imlay & Tepper, PC
7900 Wisconsin Avenue, Suite 304
Bethesda, MD 20814-3628

Definitions and Defined Terms

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

1.1. **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.

1.2. **Commission.** The term "*Commission*" shall mean the Federal Communications Commission.

1.3. **Consideration.** The term "*Consideration*" shall mean the money to be paid by Surviving Applicants to reimburse the Dismissing Applicant in return for the amendment or dismissal of their Applications, as provided by Section 4, hereof.

1.4. **Dismissing Applicant.** The term "*Dismissing Applicant*" shall mean and refer to the Parties identified as such on Schedule I of the Agreement and short-referenced throughout the Agreement as set forth at Page 1 of the Agreement.

1.5. **Dismissing Application.** The term "*Dismissing Application*" shall refer to the Applications of the Dismissing Applicants.

1.6. **Escrow Account.** The term "*Escrow Account*" shall mean any interest bearing escrow account(s) established by the Escrow Agent(s), for the benefit of the Parties hereto, 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.

1.7. **Escrow Agent.** The term "*Escrow Agent*" shall mean the law firm of WOOD, MANES & NOLAN, P.C., 4600 Fairfax Drive, Suite 604, Arlington, VA 22203, acting through its designated agents, for the benefit of the Parties hereto.

1.8. **Escrow Deposit.** The term "*Escrow Deposit*" shall have the meaning ascribed in Section 4.3.

1.9. **FCC.** The term "*FCC*" shall mean the Federal Communications Commission.

1.10. **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.

1.11. **Joint Petition.** The term "*Joint Petition*" shall mean a Joint Petition for Approval of this Agreement to be filed with the Commission by the Parties hereto.

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

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.

1.14. **Surviving Applicant.** The term "*Surviving Applicant*" shall mean and refer to the Parties identified as such on Schedule I to the Agreement and shall include the Parties described as Singleton Survivor as set forth on Page 2 of the Agreement.

1.15. **Surviving Application.** The term "*Surviving Application*" shall mean the Application (on FCC Form 340) of the Surviving Applicant, as they may be amended.

EXHIBIT B**ITEMIZED EXPENSES OF APPLICANTS RECEIVING COMPENSATION****Dismissing Applicant to whom monetary consideration is owed:**

Educational Media Corporation (Front Royal, VA)
BNPED-20071019AHK

Itemized Expenses:

Legal	\$ 3,000.00
Engineering	\$ 4,000.00
Research	\$ <u>500.00</u>

TOTAL	\$ 7,500.00
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Ocean Side Broadcasting (Front Royal, VA)
BNPED-20071022AMM

Legal	\$
Engineering	\$

TOTAL	\$ 3,500.00
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Positive Alternative Radio (Capon Bridge, WV)
BNPED-20071016AAU

Local public notice	\$ 250.00
Legal	\$ 1,355.00
In-house engineering	\$ 1,000.00
Consulting Engineer	\$ <u>4,475.00</u>

TOTAL	\$ 7,080.00
--------------	--------------------

CERTIFICATE OF SERVICE

I, Andrew Erber., hereby certify that on this date I caused the foregoing "Joint Petition for Approval of Settlement Agreement" to be served by electronic mail on the following:

JeroId L. Jacobs, Esq.
Cohn and Marks LLP
1920 N. Street, NW, Suite 300
Washington, DC 20036

Lee Shubert, Esq.
Sciarrino & Shubert, PLLC
5425 Tree Line Drive
Centreville, VA 20120

Joesph Chautin, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471

Malcolm G. Stevenson
Schwartz, Woods & Miller
1233 20th Street, N.W., Suite 610
Washington, D.C. 20036-7322

Harry Martin, Esq.
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209-3801

Edward D. Mallonee, President
111 Wetzel Ave,
Beavertown, PA 17813

John C. Trent, Esq.
Putbrese Hunsaker & Trent, P.C.
200 South Church Street
Woodstock, VA 22664

Cary S. Tepper, Esq.
Booth, Freret, Imlay & Tepper, PC
7900 Wisconsin Avenue, Suite 304
Bethesda, MD 20814-3628

A. Wray Fitch III
Gammon & Grange, P.C.
8280 Greensboro Dr.
7th Floor
McLean, VA 22102

Richard M. Snavelly, Jr., President
Family Life Ministries
P.O. Box 506
Bath, NY 14810

Michael J. Schomer, President
Invisible Allies Ministries
1313 Valley View Road
Bellefonte, PA 16823

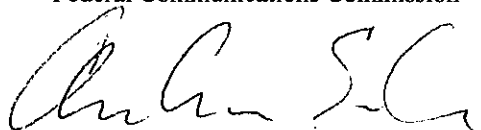
George Pytel, President
KC Club, Inc.
850 Stratford Dr.
State College, PA 16801

James Bradshaw
Audio Division, Media Bureau
Federal Communications Commission

Edna Prado
Audio Division, Media Bureau
Federal Communications Commission

Irene Bleiweiss
Audio Division, Media Bureau
Federal Communications Commission

Elizabeth Robinson
Audio Division, Media Bureau
Federal Communications Commission



Andrew Erber

Dated: August 31, 2009