

173705  
POSTED  
9-27-10

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

In re: )  
)  
DELMARVA EDUCATIONAL )  
ASSOCIATION )  
)  
Application for a Construction Permit for a )  
New FM Station at California, MD )  
)  
and )  
)  
BODY OF CHRIST FARM - )  
COMMUNITY, INC. )  
)  
Application for a Construction Permit for a )  
New FM Station at Mechanicsville, MD )  
)

File No. BNPED-20071022BCX  
Facility ID No. 173705

File No. BNPED-20071022BIQ  
Facility ID No. 176021

To: Office of Secretary  
Attention: Chief, Audio Division  
Media Bureau

200 SEP 23 A 5:56  
RECEIVED  
FILED/ACCEPTED

SEP 21 2010

Federal Communications Commission  
Office of the Secretary

**JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT**

1. Delmarva Educational Association ("Delmarva") and Body of Christ Farm Community, Inc. ("Body of Christ") (collectively, "Petitioners") hereby petition the Commission to: 1) approve the Settlement Agreement attached hereto as Exhibit A; 2) grant the above-captioned application of Delmarva for a new FM Station at California, Maryland, without conditions under Section 73.7005 of the Commission's rules; and 3) dismiss the above-captioned application of Body of Christ for a new FM Station at Mechanicsville, Maryland.

2. The Commission, by Memorandum Opinion and Order, FCC 10-157, adopted September 1, 2010, and released September 2, 2010, (the "*Order*"), selected Delmarva as the tentative selectee for a new FM Station at California, Maryland, over Body of Christ's

application for a new FM Station at Mechanicsville, Maryland, and the application of Pensacola Christian College, Inc. ("Pensacola") for a new FM Station at California, Maryland.

3. Neither Petitioners nor their principals have received or will receive any money or other consideration in excess of legitimate and prudent expenses in exchange for the dismissal of the above-captioned application of Body of Christ for a new FM Station at Mechanicsville, Maryland.

4. In accordance with Sections 73.3588 of the Commission's Rules, the Settlement Agreement, attached hereto as Exhibit A and the Declaration of the principal of Delmarva, attached hereto as Exhibit B, demonstrate that: (i) the Agreement sets forth the exact nature and amount of the consideration promised to Body of Christ; (ii) the amount of consideration does not exceed Body of Christ's legitimate and prudent expenses incurred in preparing, filing, and prosecuting its petition; (iii) the applications and other filings were not filed for the purpose of reaching or carrying out a settlement agreement; and (iv) the settlement will serve the public interest.

5. The Petitioners submit that approval of their Settlement Agreement will serve the public interest, because it will enable an application to be granted and service to the public to begin sooner than would be possible were the applications to remain mutually exclusive and subject to continuing contention. The settlement will also conserve the resources of the Commission and the Petitioners by resolving the conflict among the proposals without the need for further action.

6. The Petitioners further submit that upon approval of their Settlement Agreement and the approval of a substantially similar Settlement Agreement between Delmarva and Pensacola submitted to the Commission simultaneously herewith, the conditions on the permit

issued to Delmarva concerning Delmarva's compliance with Section 73.7005 of the Commission's Rules will no longer be necessary because the permit will be issued on a non-comparative basis and without reliance on the Commission's point system or a decisive Section 307(b) preference.

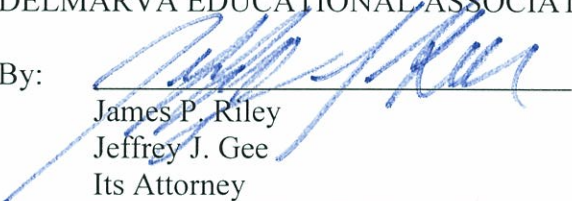
7. In light of the foregoing, the Petitioners respectfully request that this Joint Request be approved and that the applications and other filings be disposed of as shown below. The Petitioners respectfully request that the following actions be taken simultaneously.

- a) GRANT: Delmarva Educational Association                      California, MD  
BNPED-20071022BCX
- b) DISMISS: Body of Christ Farm Community, Inc.                      Mechanicsville, MD  
BNPED-20071022BIQ

Respectfully submitted,


DELMARVA EDUCATIONAL ASSOCIATION

By:

  
James P. Riley  
Jeffrey J. Gee  
Its Attorney  
Fletcher, Heald & Hildreth, PLC  
1300 17<sup>th</sup> Street North, 11<sup>th</sup> Floor  
Arlington, VA 22209  
(703) 812-0400

BODY OF CHRIST FARM COMMUNITY, INC.

By:

  
Stuart W. Nolan, Jr.  
Its Attorney  
Wood, Maines & Nolan, PC  
4600 Fairfax Drive, Suite 604  
Arlington, VA 22203  
(703) 465-2361

Dated: September 21, 2010

EXHIBIT A  
SETTLEMENT AGREEMENT

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "*Agreement*") is made as of the 16th day of September, 2010, by and between those entities listed in **Addendum A** hereto (each of whom is referred to herein as an "*Applicant*" or a "*Party*," or collectively as "*the Parties*").

### Recitals

A. Each of the Parties submitted an application (the "*Applications*" or singularly, an "*Application*") for a construction permit for a new noncommercial educational FM broadcast station, as indicated on **Addendum A**; and

B. The Applications are mutually exclusive, and only one of the Applicants can be reasonably authorized for full-time operation on the requested FM channel(s) in the areas of the communities they propose to serve; and

C. The FCC, by Memorandum Opinion and Order, FCC 10-157, adopted September 1, 2010, and released September 2, 2010, (the "*Order*"), selected "Permittee" (as identified on **Addendum A**) as the tentative selectee for the Broadcast Construction Permit (the "*Permit*"); and

D. The Parties have reached an agreement for the "Dismissing Applicant" (as identified on **Addendum A**) to file a request to dismiss its Application and to refrain from issuing any future objections to the issuance of the Permit to the Permittee, in return for the reimbursement of the Dismissing Applicant's reasonable expenses incurred in the preparation and prosecution of its Application; and

E. The dismissal of the Dismissing Applicant's Application will facilitate the issuance and finality of the Permit to Permittee so that new service can be introduced without additional delay and without the conditions concerning compliance with Section 73.7005 of the Commission's rules, and

F. An agreement upon the terms set forth herein will serve the public interest by minimizing the amount of FCC resources to be devoted to the processing of the Dismissing Applicant's Application and by otherwise expediting the initiation of a new noncommercial educational FM service; and

G. The Permittee is willing to reimburse the Dismissing Applicant in connection with such an Agreement in order to secure expedited introduction of its planned new noncommercial educational FM radio service without the conditions concerning compliance with Section 73.7005 of the Commission's rules.

NOW, THEREFORE, with the intention of being legally bound hereby and in consideration of (i) the payment of monetary consideration to the Dismissing Applicant and (ii) the mutual covenants contained herein, the receipt and sufficiency of which consideration are hereby acknowledged, the Parties agree as follows:

1. *Withdrawal of Applications.* As consideration of this Agreement, the Dismissing Applicant agrees to file a request to dismiss its Application and to refrain from issuing any further objections to the issuance of the Permit to the Permittee. In the event that (a) the FCC processes the dismissal of the Dismissing Application prior to the issuance of the Permit to the Permittee and (b) has not yet issued the Permit to the Permittee as of the date that a Petition for Reinstatement of the Dismissing Application 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 Permittee, and that the Dismissing Applicant acknowledges its petition for reinstatement shall become moot once the Permit is issued to the Permittee.

2. *Compensation to the Dismissed Applicant.* The Permittee shall compensate the Dismissing Applicant by payment as shown on **Addendum A** (the "*Settlement Funds*") for the dismissal of its Application, if and to the extent that the FCC approves such payment. The Dismissing Applicant hereby agrees that the Settlement Funds that it will receive in connection with this Agreement, if approved by the FCC, constitutes the only compensation due to it in connection with this transaction. The Dismissing Applicant hereby certifies that the amount of Settlement Funds does not exceed the reasonable and prudent expenses as were incurred by Dismissing Applicant in the preparation and prosecution of its Application, as itemized on **Addendum B**.

3. *Escrow of Settlement Payment.* To assure the payment to be made to the Dismissing Applicant as provided by this Agreement, the Permittee, upon execution of this Agreement and the Escrow Agreement, shall deposit the escrow deposit amount shown on **Addendum A** (the "*Escrow Deposit*") with the Escrow Agent pursuant to an Escrow Agreement executed by the Parties concurrently with the instant Agreement. Fletcher, Heald & Hildreth, PLC (the "*Escrow Agent*") shall serve as escrow agent for the Escrow Deposit. The Escrow Deposit shall be placed by the Escrow Agent in an interest-bearing account and the Permittee shall have the right to receive any interest earned thereon. The Escrow Deposit shall remain in escrow until paid to the Dismissing Applicant pursuant to this Agreement or until this Agreement is otherwise terminated. In the event this Agreement is terminated and the Permittee is not in default with respect to any of its warranties, representations or covenants, then the Escrow Deposit shall be returned to the Permittee. The portion of the Escrow Deposit owed to the Dismissing

Applicant shall be distributed to the Dismissing Applicant within five (5) Business Days of the later of the following: (a) dismissal of the Dismissing Applicant's Application has become a Final Order, and the issuance of a Permit without the conditions concerning compliance with Section 73.7005 of the Commission's rules to the Permittee has become a Final Order, or (b) as provided in Section 23.

4. ***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 its duties under this Agreement.

5. ***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 Permittee and the Dismissing Applicant, thereby obviating any need to further processing of the Dismissing Applicant's Application, and, accordingly, allowing the conservation of the resources of the Parties and of the Commission.

6. ***Deliveries by the Permittee.*** The Permittee shall prepare a Joint Petition for Approval of Settlement in a form and in substance that is reasonably acceptable to the Dismissing Applicant, and submit such draft Joint Petition to the Dismissing Applicant no later than the Effective Date of this Agreement.

7. ***Deliveries by the Dismissing Applicant.*** The Dismissing Applicant shall furnish to counsel for the Permittee an executed counterpart of the Joint Petition no later than the Effective Date of this Agreement, which requests that the FCC dismiss the Dismissing Applicant's Application in accordance with this Agreement and contingent upon FCC approval hereof.

8. ***Filing with FCC.*** The Permittee shall file the Joint Petition and supporting materials with the FCC within five (5) business days of its receipt of the executed Joint Petition from the Dismissing Applicant.

9. ***Extension of Agreement.*** If by the first anniversary of the Effective Date, the FCC has not released an Order approving this Agreement, or if this Agreement has been approved but the Order or Orders approving this Agreement have not become final by

forty-one days after first anniversary of the Effective Date, then this Agreement shall terminate automatically, except that it may be extended by any Party, upon advance written notice to the other Party or Parties, for up to five additional terms of one year each. If this Agreement is terminated and the Permittee is not in default, the Settlement Funds then shall be returned to the Permittee.

10. ***Reasonable Prosecution.*** Each of the Parties hereby covenants to prosecute the Joint Petition, as well as the Agreement, before the FCC diligently, and to coordinate such prosecution with each other.

11. ***Final Order.*** A “*Final Order*” for purposes of this Agreement means an Order of the FCC (or any of its officials acting pursuant to delegated authority) as to which (a) the time for filing a petition for reconsideration, application for review or a court appeal, and the time within which the FCC may review said Order on its own motion, have all expired; (b) no such petition for reconsideration, application for review or court appeal has been timely filed, and (c) the FCC has not announced a decision to review said Order on its own motion; or, (d) in the event that any such petition, application or appeal has been filed or such decision announced, such petition, application, appeal or Commission review shall have been disposed of or completed, and the time for seeking further administrative or judicial review of the Order shall have expired without any request for such further review having been filed.

12. ***Ancillary and Supporting Materials; Cooperation.*** Simultaneously with or promptly following the submission of the Supplement, the Parties will prepare and file with the Commission, for association with the Joint Petition, such statements and other supporting materials as may be necessary or appropriate, requesting that the FCC approve this Agreement (the “*Ancillary Materials*”), and take such further action as is contemplated hereby. The Parties will use commercially reasonable efforts and cooperate to the extent necessary to prepare and file whatever documents may reasonably be required to seek and obtain final a Final Order approving this Agreement.

13. ***Confidentiality.*** The Parties agree to maintain the confidentiality of the negotiations leading to this Agreement and the terms hereof.

14. ***Interpretation.*** This Agreement shall be governed by and construed under the laws of the state identified as the “*Governing Jurisdiction*” in **Addendum A**, the Communications Act of 1934, as amended, and the FCC’s Rules and Regulations. If litigation proves necessary, such disputes shall be resolved through litigation filed in a state court in the Governing Jurisdiction set forth in **Addendum A**, and each of the Parties hereby consents to jurisdiction and venue in such court.

15. ***Representations.*** Each Party represents to the other Party that (a) it is not under any restrictions, contractual or otherwise, that may be inconsistent with this Agreement or that would prevent or preclude such Party from entering into this



Agreement or from performing such Party's obligations hereunder; and (b) this Agreement is a legally binding obligation of such Party and is enforceable against such Party in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, heirs and assigns.

16. *Notices.* Any notice or communication 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 specified on **Addendum A** of this Agreement:

16.1. *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).

16.2. *Date of Notice, Action.* The postal receipt for deposit with 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 the Governing Jurisdiction identified in **Addendum A**, 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.

17. *Complete Agreement.* This Agreement constitutes the entire understanding between the Parties respecting the Applications, and supersedes any prior or contemporaneous written or oral agreements or understandings between them, all of which are merged herein. No modification, amendment or waiver of any provision of this Agreement, in whole or in part, will be valid unless in writing signed by the Party to be charged.

18. *Counterpart Signatures; Effective Date.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that the Parties are not signatory to the same counterpart. The Effective Date of this Agreement shall be the date on which counsel for the Permittee receives (by original, fax or email, which ever comes first) the last of executed counter-part signature pages to the Agreement from the Parties.

19. ***Releases.*** The Dismissing Applicant agrees that upon its timely receipt of the Settlement Funds pursuant hereto, it shall release all claims against the Permittee related hereto or to the Permittee's Application, and upon the final dismissal of its Application, the Permittee shall release the Dismissing Applicant of all of its claims in respect of such Application.

20. ***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 Party or Parties affected may seek to amend the Agreement or may withdraw from the Agreement.

21. ***Time of the Essence.*** Time is of the essence of this Agreement and of each and every provision hereof.

22. ***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 may have with any other Party. Each Party further respectively acknowledges that it has had the opportunity to consult with counsel, 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.

23. ***Breach.*** Notwithstanding the above provisions of this Agreement, nothing herein shall be construed to act to release the Parties hereto or their respective principals from any claims, demands, damages, causes of action or suits of any kind or nature whatsoever, which may arise out of a breach of any of the terms, conditions and provisions of this Agreement, or any agreements incorporated by reference or otherwise herein. In the event of any perceived material breach hereof, a non-breaching Party shall provide the Party deemed in breach with a formal notice of breach and afford such Party a period of five business days within which to cure such breach. If such breach remains materially uncured after the expiration of the cure period, the Party aggrieved by such breach may terminate this Agreement. The Dismissing Applicant affirms the unique nature of broadcast spectrum rights and therefore hereby acknowledges that in the event of a material breach of this Agreement by the Dismissing Applicant, the Permittee shall have no adequate remedy at law and shall be entitled to equitable relief in the form of specific performance. In the event of a material breach of this Agreement by the Permittee, the Dismissing Applicant shall be entitled the delivery of the Settlement Funds held in escrow as liquidated damages, and the parties shall notify the FCC of the withdrawal of the Joint Petition

24. ***No Waiver.*** A failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may

continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by any Party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, or a consent to any subsequent breach of the same or other provisions.

25. ***Compromise; No Admission.*** The Parties acknowledge and agree that this Agreement is the result of a compromise and shall never, at any time or for any purpose, be considered an admission of liability or responsibility on the part of any Party that is to be released pursuant hereto. Each Party further respectively acknowledges and agrees that nothing contained herein may be or is to be construed as an admission by any Party hereto, or any of its affiliates, that it or they have engaged in any wrongdoing or any unlawful or improper conduct

26. ***Expenses.*** The Parties acknowledge and agree that each of them shall bear the 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 of a breach hereof, resulting in any court action by one or more non-breaching Parties to enforce this Agreement, the prevailing Party or Parties shall be entitled to recover its or their reasonable attorney's fees and costs (including expert witness fees) against the Party or Parties found to be in breach, in addition to all other relief in law or equity to which the non-breaching Party or Parties may be entitled, from the date of the first breach hereof on which such action may be based.

27. ***Construction.*** The Parties acknowledge and agree that this Agreement is the product of negotiation and preparation by, between and among the Parties. Accordingly, the Parties acknowledge and agree that this Agreement shall not be deemed to have been prepared or drafted by one Party or another, and shall not be construed against any Party on the basis that such Party was the drafter hereof.

28. ***Good Standing.*** Each Party hereby represents that it is duly organized, validly existing and in good standing under the laws of its state of organization and, as applicable, the state or commonwealth of its incorporation or organization, and has full power and authority to carry on the business now being conducted by it.

29. ***Authorization.*** Each Party hereto hereby represents that it 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.

30. ***Competency.*** Each of the signatories hereto represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign; and each agrees to indemnify and hold each other Party harmless 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 he or she was not competent or authorized to execute this Agreement or to receive the consideration provided for herein.

31. **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 of the Ancillary Materials includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals or supplements thereto or thereof, as applicable.

[ Signature Page to Settlement Agreement ]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above, to be effective as of the date determined pursuant to Section 18 hereof.

**Delmarva Educational Association**

9/17/2010  
Date

By: Nancy A. Gerson

**Body of Christ Farm Community,  
Inc.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

[ Signature Page to Settlement Agreement ]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above, to be effective as of the date determined pursuant to Section 18 hereof.

**Delmarva Educational Association**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

**Body of Christ Farm Community,  
Inc.**

09/16/2010  
Date

By: Ruth L Pittman

**ADDENDUM A**

**Parties: Applications:**

<u>Permittee</u>	<u>Community of License</u>	<u>Facility ID No.</u>	<u>FCC File No.</u>	<u>Escrow Deposit</u>
Delmarva Educational Association	California, MD	173705	BNPED-20071022BCX	\$ 5,000
<u>Dismissing Applicant</u>	<u>Community of License</u>	<u>Facility ID No.</u>	<u>FCC File No.</u>	<u>Consideration</u>
Body of Christ Farm Community, Inc.	Mechanicsville, MD	176021	BNPED – 20071022BIQ	\$ 5,000

**Governing Jurisdiction:** Maryland

**Notices to be served on:**

<u>Permittee</u>	<u>Address</u>
Delmarva Educational Association Attention: Nancy A. Epperson, President	3780 Will Scarlet Road Winston-Salem, NC 27104
James P. Riley, Esq. Counsel for Delmarva Educational Association	Fletcher, Heald & Hildreth, PLC 1300 North 17 <sup>th</sup> Street, 11 <sup>th</sup> Floor Arlington, Virginia 22209
<u>Dismissing Applicant</u>	<u>Address</u>
Body of Christ Farm Community, Inc. Attention: Robert S. Pittman, President	3325 Martha Place Waldorf, MD 20601
Stuart W. Nolan, Jr. Esq. Counsel for Body of Christ Farm Community, Inc.	Wood, Maines & Nolan, PC 4600 Fairfax Drive, Suite 604 Arlington, Virginia 22203

**ADDENDUM B**

Itemized Expenses

Engineering:	\$1,500
Publication costs for public notice:	\$158
Legal Costs:	\$6,215.42



EXHIBIT B  
DECLARATIONS

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

To: Office of Secretary  
Attention: Chief, Audio Division  
Media Bureau

**JOINT REQUEST FOR APPROVAL  
OF SETTLEMENT AGREEMENT**

**DECLARATION OF NANCY A. EPPERSON**

I, Nancy A. Epperson, do hereby declare and state under penalty of perjury as follows:

1. I am President of Delmarva Educational Association (the "Company");
2. The Company has entered into the Settlement Agreement by and among Delmarva Educational Association and Body of Christ Farm Community, Inc., a true and complete copy of which is attached as Exhibit A (the "Agreement") to the foregoing Joint Request for Approval of Settlement Agreement (the "Joint Request");
3. The Agreement is the only agreement, written or oral, in connection with the matters described in the Agreement between or among the parties to the Agreement;
4. The Company's applications, pleadings, comments, and other Commission filings were not filed for the purpose of reaching or carrying out the Agreement or any agreement with any other party regarding the dismissal or withdrawal of any application, pleading, or other Commission's filing related to the matters discussed in the Joint Request;
5. Except as expressly set forth in the Agreement, neither the Company nor its principals have directly or indirectly paid or promised to pay any money or other consideration to any other party to the Agreement in connection with the matters described in the Agreement;
6. Except as expressly set forth in the Agreement, neither the Company nor its principals have directly or indirectly been paid nor promised any payment of any money or other consideration from any other party to the Agreement in connection with the matters described in the Agreement;

7. I have reviewed the foregoing Joint Request and to the best of my knowledge, information, and belief the facts contained therein and herein are true and correct.



Nancy A. Epperson,  
President

9/17/2010  
Date

**CERTIFICATE OF SERVICE**

I, Michelle Brown Johnson, hereby certify that I have caused a true and correct copy of the foregoing "Joint Petition for Approval of Settlement Agreement" to be sent this 21st day of September, 2010, by hand delivery, to the following:

Stuart W. Nolan, Jr.  
Wood, Maines & Nolan, PC  
4600 Fairfax Drive, Suite 604  
Arlington, VA 22203  
Counsel for Body of Christ Farm Community, Inc.

James Bradshaw, Deputy Division Chief  
Audio Division, Media Bureau  
Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554

Rodolfo Bonacci, Assistant Division Chief  
Audio Division, Media Bureau  
Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554

  
Michelle Brown Johnson