

## Petition to Deny

WJCP

W249DG

LICENSEE NEW BEGINNINGS MOVEMENT ENTERED INTO AN AGREEMENT TO SELL TRANSLATOR STATION W249DG TO TOM AND DIANA TAYLOR. BALFT 20180328ABG. A COPY OF THE AGREEMENT IS ATTACHED HEREIN. THE AGREEMENT WAS SIGNED THE 28TH DAY OF MARCH 2018.

THE TRANSFER OF W249DG TO TOM AND DIANA TAYLOR WAS MADE BEFORE ALL FUNDS WERE PAID TO NEW BEGINNINGS MOVEMENT INC AND THE TRANSFER WAS FILED IN ERROR. LICENSEE REQUESTS TO RESCIND THE TRANSFER UNTIL SUCH TIME AS ALL FUNDS ARE PAID PER THE AGREEMENT SIGNED MARCH 28, 2018.

THE AGREEMENT NOTES NEW BEGINNINGS MOVEMENT INC HAS A LIEN OF THE TRANSMITTER

SITE OF THE PRIMARY STATION WJCP WHICH IS AFFECTED BY THE PETITION AND UNDERLYING APPLICATION FOR TRANSFER. NEW BEGINNINGS HOLDS THIS LIEN ON THE WJCP TRANSMITTER SITE UNTIL THE PURCHASE PRICE HAS BEEN PAID IN FULL. THE LICENSEE DID NOT INDICATE THE TRANSLATOR WAS BEING SOLD OR THAT THE PRIMARY STATION WAS BEING SOLD.

SECTION 2 HAS A SCHEDULE A FOR MONTHLY PAYMENTS TO NEW BEGINNINGS OF WHICH NONE HAVE YET TO BE PAID. THE SCHEDULE A SETS THE PURCHASE PRICE OF \$35,000 DATED MARCH 28, 2018. ONLY A SINGLE PAYMENT HAS BEEN MADE.

SECTION 17 NOTES NOTICE SHOULD BE GIVEN TO NEW BEGINNINGS MOVEMENT AND NO PROPER NOTICE WAS GIVEN. AS A LICENSEE THE FILING WITH THE FCC TO TRANSFER DID NOT PROVIDE NOTICE AS REPRESENTED IN THE APPLICATION FOR W249DG BY THE LICENSEE OR APPLICANT TOM AND DIANA TAYLOR. BALFT 20180328ABG



SECTION 24 NOTES THAT NO THIRD PARTIES WILL BE INVOLVED IN THE OPERATION OF THE FACILITY. SELLING THE FACILITY TO A THIRD PARTY WILL INVOLVE A THIRD PARTY. APPARENTLY TOM AND DIANA TAYLOR AND A THIRD PARTY HAS REACHED AN AGREEMENT TO SELL THE TRANSLATOR PRIOR TO MAKING ALL PAYMENTS TO NEW BEGINNINGS MOVEMENT INC WHICH IS TRAFFICKING A LICENSE. BOTH PARTIES WERE AWARE OF THE AGREEMENT AND THE UNPAID SUMS.

IT IS NOTED THAT THE UNINTENDED TRANSFER TO TOM AND DIANA TAYLOR PRIOR TO PAYMENT FO THE FULL PURCHASE PRICE WAS INHERENTLY FLAWED UNTIL THE FULL PURCHASE PRICE IS PAID. LICENSEE SEEKS TO RESCIND THE TRANSFER.

THE SALES PRICE WAS AGREED BY CONTRACT TO BE \$35,000 OF WHICH TOM AND DIANA TAYLOR HAVE PAID \$23,655.00 TO NEW BEGINNINGS MOVEMENT. THIS LEAVES 11,345.00 YET TO BE PAID PLUS AN ADDITIONAL \$1.00 FOR THE PURCHASE OF W249DG.

LICENSEE BELIEVES THE PROPOSED ASSIGNMENT WITHOUT NOTIFICATION TO NEW BEGINNINGS VIOLATES THE TERM OF THE TRANSFER FOR W249DG AND WISHES TO REVOKE THE TRANSFER UNTIL SUCH TIME AS ALL FUNDS ARE PAID.

LICENSEE NOTES THAT KEITH REISING, REISING RADIO PARTNERS, GOOD SHEPARD RADIO HAVE AN EXCESSIVE MARKET CONCENTRATION IN THE COLUMBUS, INDIANA AND SURROUNDING MARKET. SEVERAL APPLICATIONS FOR NON COMMERCIAL STATIONS AND COMMERCIAL STATIONS HAVE FAILED TO REPRESENT THE EXTENT OF OWNERSHIP AND MARKET CONCENTRATION. THE TRANSFER VIOLATES MARKET CONCENTRATION.

#### STATEMENT OF MARTIN HENSLEY

1) Martin Hensley is a Board Member of New Beginnings Movement and a Party In Interest to the noted Application. New Beginnings is a Party In Interest as a result of a



contract placing Lien on the WJCP Transmitter site and equipment.

2). W249DG was being sold to Tom and Diana Taylor by a previous Licensee and some payments were made. Tom and Diana Taylor did not close with the previous Licensee and contacted New Beginnings with a new contract for sale of the translator in March of 2018.

3). A new Asset Purchase Agreement was signed. After the time of the contract Tom and Diana Taylor made no initial payments under the schedule A leaving a schedule an amount due of \$11,345 plus \$1.00 for the transfer. A payment of \$23, 655 was made which is not payment in full leaving a lien on the WJCP Transmitter site and equipment as well as fees, damages, and amounts unpaid on the W249DG sale.

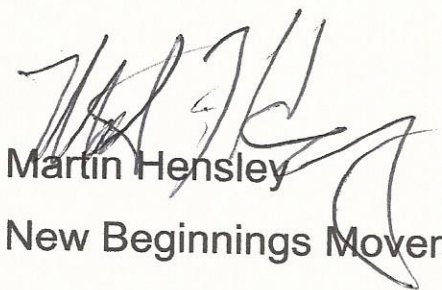
4). The contract is governed by Indiana Law and was entered into in good faith.

5). Provisions of the contract require no involvement of third parties in the agreement. Tom Taylor did indicate he wanted to sell WJCP however did not notify New Beginnings of any agreement to sell which would void the contract and return the translator W249DG to New Beginnings as well as leave

the transmitter site for WJCP, and it's equipment, under a lien to New Beginnings.

6). If Commission Staff will not restrict the transfer New Beginnings requests the Commission not allow the transfer until after New Beginnings allows an Indiana Court to Rule on the contract and lack of fulfillment by Tom and Diana Taylor.

7). A copy of the pleadings and Petitions are being sent to the legal address of Tom and Diana Taylor Box 728 North Vernon Indiana.



Martin Hensley

New Beginnings Movement