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

In the Matter of the Applications of	) MX Group 517A
	)
Northwoods Catholic Radio	) BNPED–20071022ASC
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 171922
FM Station at Rhinelander, WI	)
	)
Christian Vision, Inc.	) BNPED–20071022AVQ
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 175849
FM Station at Rhinelander, WI	)
	)
Lakeland Seventh-Day Adventist Church	) BNPED–20071019ADB
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 175345
FM Station at Minocqua, WI	)
	)
WRVM, Inc.	) BNPED–20071019ARZ
For Permit to Construct a New Noncommercial Educational	) Facility Identifier 174696
FM Station at Eagle River, WI	)

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

JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT
and
NORTHWOODS CATHOLIC RADIO AND LAKELAND SEVENTH-DAY ADVENTIST CHURCH PETITION FOR RECONSIDERATION[1]

Northwoods Catholic Radio, ("Northwoods"); Christian Vision, Inc. ("Christian Vision"); Lakeland Seventh-Day Adventist Church ("Lakeland SDA"); and WRVM, Inc. ("WRVM"); (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 (the "Settlement") attached hereto as Exhibit A.

1. The Parties were listed by the Media Bureau as applicants in MX Group 517A, as set forth in a Public Notice, DA 08-2259, released October 9, 2008. Although a preliminary winner of the

[1] This settlement agreement has been submitted for approval prior to the finality of the dismissal of the applications of the Projected Survivors. However, in an abundance of caution, Northwoods and Lakeland hereby request reconsideration of the dismissals of their applications in light of the singleton status of each upon

group was determined in a Memorandum Opinion and Order, DA 10-2072, released October 28, 2010, the determinations therein are not yet final.

2. The Parties have executed the Settlement, which looks toward resolution of mutually exclusive applications through the grant of the above-captioned applications of Northwoods at Rhinelander, WI; and Lakeland at Minocqua, WI (the "Projected Singletons"), to secure "singleton" status upon agency approval of the Settlement and an amendment of the applications of the Projected Singletons to avoid all exclusivity among the Projected Singletons.

3. The Settlement also contemplates the dismissal of Christian Vision and WRVM (the "Dismissing Applications" of the "Dismissing Applicants") to avoid any mutual exclusivity with the Projected Singletons.

4. The Settlement 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 Settlement provides that the Dismissing Applicant will be compensated, contingent upon final approval of the Settlement, in the aggregate amount of $9,000, plus certain non-monetary consideration as set forth in the Agreement.

7. 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 Settlement sets forth the exact nature and amount of the consideration promised to the Projected Singletons and Amending and Dismissing Applicants; (ii) the amount of consideration does not exceed those Par-

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agency approval of the proposed settlement.

ties' legitimate and prudent expenses, and that (ii) the Parties believe the Settlement will serve the public interest because it will simplify the issuance of construction permits to the Projected Singletons, thereby conserving the Commission's resources and expediting the introduction of a new NCE FM service.

8. The Settlement 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.

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

Respectfully submitted,

NORTHWOODS CATHOLIC RADIO

By: _____
Stuart W. Nolan, Jr., Esq.
LegalWorks Apostolate, PLLC
4 Family Life Lane
Front Royal, VA 22630

Its Counsel

WRVM, INC.

By: _____
Jeff Southmayd, Esq.
4 Ocean Ridge Boulevard South
Palm Coast, FL 32137

Its Counsel

CHRISTIAN VISION, INC.

By: _____
Lois McLario
W14N7919 Thorndell Dr.
Menomonee Falls, WI 53051

Its Officer

LAKELAND SEVENTH-DAY ADVENTIST CHURCH

By: _____
Donald E. Martin, Esq.
P.O. Box 8433
Falls Church, VA 22041

Its Counsel

Dated: November 4, 2011

[illegible] and prudent expenses, and that (ii) the Parties believe the Settlement will serve the public interest because it will simplify the issuance of construction permits to the Projected Singletons, thereby conserving the Commission's resources and expediting the introduction of a new NCE FM service.

8. The Settlement 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 [illegible] governmental resources to this matter.

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

Respectfully submitted,

NORTHWOODS CATHOLIC RADIO

By: _____
Stuart W. Nolan, Jr., Esq.
LegalWorks Apostolate, PLLC
4 Family Life Lane
Front Royal, VA 22630

Its Counsel

WRVM, INC.

By: _____
Jeff [illegible], Esq.
4 [illegible] Boulevard South
Palm Coast, FL 32137

Its Counsel

CHRISTIAN VISION, INC.

By: _____
Lois [illegible]
WF[illegible]
[illegible]

Its [illegible]

[illegible]

EXHIBIT A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (*"Agreement"*) is entered into as of this day of November 3, 2011, by and between **NORTHWOODS CATHOLIC RADIO** ("Northwoods"); ***CHRISTIAN VISION, INC.*** ("Christian Vision"); **LAKELAND SEVENTH-DAY ADVENTIST CHURCH** ("Lakeland"); and **WRVM, INC** ("WRVM").

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 a portion of "MX Group 517A" as defined by the Federal Communications Commission ("FCC" or the "Commission") in *Memorandum Opinion and Order*, DA 10-2072 (released October 28, 2010). Although the agency staff has determined a tentative selectee in MX Group 517A pursuant to its *Memorandum Opinion and Order*, that determination is not yet final.

C. The Commission considers each application in the MX Group to be mutually exclusive with one or more of the others within the MX Group, such that absent a settlement agreement, only one permit will be issued by the FCC in MX Group 517A; and

D. The Parties have reached an agreement for Christian Vision and WRVM to withdraw their applications from MX Group 517A (the "Dismissing Applications" of the "Dismissing Applicants" as further identified in Schedule I hereto) in return for the reimbursement of its reasonable expenses incurred in the preparation and prosecution of their Applications; and

E. The Parties have also reached an agreement whereby Northwoods and Lakeland amend their applications proposing new facilities at Rhinelander and Minocqua, WI, respectively, by modifying the transmitter site, antenna height, authorized power and directional antenna pattern so as to eliminate any mutual exclusivity among the proposed surviving applications.

F. The Parties anticipate that the dismissal of the Dismissing Application, along with amendment of the Northwoods and Lakeland facilities, will eliminate any and all mutual exclusivity among the three facilities, thereby resulting in "singleton" status for the two (2) surviving Applications;

G. 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 as many as two new noncommercial educational FM services;

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

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

2. ***Commission Consent***. This Agreement is entered into subject to approval by the Commission, and shall be void unless the Commission shall approve it. Should the Commission refuse to approve this Agreement, then the Parties hereby agree that they will immediately make good faith efforts to resolve each Commission objection in order to obtain Commission approval. In the event that the Commission has not approved this Agreement within one year from the date hereof, then any Party hereto, upon written notice to the others, may terminate this Agreement.

3. ***Joint Request for Approval of Agreement***. Within one (1) day of the effective date of this Agreement, the Parties hereto agree to file with the Commission a Joint Petition which shall be accompanied by a copy of the executed Agreement as well as other supporting documentation as required by Section 73.3525 of the Rules and Regulations. The Joint Petition shall seek (a) approval of this Agreement; (b) Amendment of the Amending Applications; and (c) dismissal of the Dismissing Applications.

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 Applications. 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 in **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 its respective Application, contingent upon approval of this Agreement and the issuance of the Permits to the Surviving Applicants.

4. ***Consideration***. The cash consideration to be paid or received pursuant to this Agreement is as follows: a payment of four thousand dollars to Christian Vision and a payment of five thousand dollars to WRVM, attributable to the reasonable and prudent expenses incurred in the efforts of each to prepare, file and prosecute its respective Application, provided that such reimbursement shall not, in any event, exceed such lesser amount(s) as may ultimately be approved by the Commission. Such payment by Northwoods and Lakeland shall not become due unless and until both Northwoods and Lakeland are issued their Permits and the issuance thereof have become Final Orders.

The Surviving Applicants shall make the cash payments to the Dismissing Applicants asset forth in Schedule I hereto. Specifically, Northwoods and Lakeland shall contribute equally to the funds owed to Christian Vision and WRVM, and such funds shall become due in payments as follows: (i) within 30 days of the issuance of both Permits pursuant to this Agreement having become Final Orders ("Finality"), payment of one-third of the amounts owed to Christian Vision and WRVM shall become due; (ii) within 60 days of Finality, another one-third payment to each shall become due; and (iii) the remaining balance owed to the Dismissing Applicants shall be due within 90 days of Finality.

It is further agreed that, within five (5) Business Days from the filing of the Joint Petition seeking FCC approval of this Agreement, Northwoods and Lakeland shall amend their proposals in such a manner as described in Recital E above, and that the Amending Parties shall obtain the assistance of a technical consultant of their sole choosing to assist in the preparation and submission of the amendment. Specifically, Northwoods shall amend in a manner consistent with the technical proposal submitted as Exhibit C hereto, and Lakeland shall amend in a manner so as not to conflict with the Northwoods proposal, as amended.

In further consideration for dismissal of the WRVM Application, WRVM shall receive the following:

(a) a right of first refusal to purchase either of the permits issued pursuant to this Agreement in the event either is to be sold prior to construction of the applicable facility. In consideration for the potential contribution of its FM translator station (W280DT, Facility Indentifier 148608) to the implementation of this Agreement, an acquisition of the Lakeland construction permit by Radio 74 Internationale shall be exempt from this right of first refusal.

(b) Lakeland's best effort to obtain the assignment to WRVM of FM translator W280DT, Minocqua, WI (Facility Identifier 148608) (contingent upon FCC approval). An appropriate application for FCC consent to the assignment shall be prepared promptly upon the commencement of program test authority by the station resulting from Lakeland's application, and the assignment application shall be submitted to the FCC no later than five (5) business days thereafter.

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 I 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 in the future designate in writing, upon due notice to the other party(ies).

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

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

9. ***Assignment and Binding Effect***. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their heirs, successors, executors, legal representatives and assigns, provided, however, that no Party may voluntarily assign this Agreement without the express written consent of the other Parties.

10. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of Wisconsin, without giving effect to the applicable conflict of *laws provisions thereof, and/or by the applicable Rules and Regulations of the Commis*sion.

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

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

13. ***Sections 73.3525 and 1.935 Certifications – Under Penalty of Perjury***. By the execution of this Agreement, and pursuant to Sections 73.3525 and 1.935 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 Applications and, accordingly, allowing the conservation of the resources of the Parties and of the Commission.

14. ***Severability***. *In the event that any part or provision of this 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.

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

16. ***Voluntary Undertaking***. Each of the Parties hereto respectively acknowledges *that it is liable for the obligations as set forth in this Agreement. Each Party further re*spectively 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 alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

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

[SIGNATURE PAGE FOLLOWS]

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.

NORTHWOODS CATHOLIC RADIO

Date: 11/3/11 By: _____
Name Christopher P. Cichantek
Title: President, Director

CHRISTIAN VISION, INC.

Date:_____ By: _____
Name Lois McLario
Title: Officer

LAKELAND SEVENTH-DAY ADVENTIST CHURCH

Date: By: _____
Name Chuck Kohley
Title: Pastor

WRVM, INC.

Date:_____ By: _____
Name Elwood Anderson
Title: President, Director

IN WITNESS WHEREOF, the Parties [illegible] this Agreement to be executed on their behalf in [illegible] above.

NORTHWOODS CATHOLIC RADIO

Date: _____ By: _____
Name Christopher P. Cichantek
Title: President, Director

CHRISTIAN VISION, INC.

Date: 11/3/11 By: Lois McLario
Name Lois McLario
Title: Officer

LAKELAND SEVENTH-DAY ADVENTIST CHURCH

Date: _____ By: _____
Name Chuck Kopley
Title: Pastor

WRVM, INC.

Date: _____ By: _____
Name [illegible]
Title: [illegible]

SIGNATURE PAGE TO [illegible]

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.

NORTHWOODS CATHOLIC RADIO

Date:_____ By: _____
Name Christopher P. Cichantek
Title: President, Director

CHRISTIAN VISION, INC.

Date:_____ By: _____
Name Lois McLario
Title: Officer

LAKELAND SEVENTH-DAY ADVENTIST CHURCH

Date: 11/03/11 By: Chuck Kohley
Name Chuck Kohley
Title: Pastor

WRVM, INC.

Date:_____ By: _____
Name Elwood Anderson
Title: President, Director

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.

NORTHWOODS CATHOLIC RADIO

Date:_____ By: _____
Name Christopher P. Cichantek
Title: President, Director

CHRISTIAN VISION, INC.

Date:_____ By: _____
Name Lois McLario
Title: Officer

LAKELAND SEVENTH-DAY ADVENTIST CHURCH

Date:_____ By: _____
Name Chuck Kohley
Title: Pastor

WRVM, INC.

Date: 11/3/11 By: Lowell Bengry
Name Lowell Bengry
Title: President, Director

Schedule I

Parties: Applications:

Surviving Applicants	Community of License	Facility ID No.	FCC File No.
Northwoods Catholic Radio	Rhinelander, MI	171922	BNPED- 20071022ASC
Lakeland Seventh-Day Adventist Church	Minocqua, WI	175345	BNPED– 20071019ADB

Dismissing Applicants	Community of License	Facility ID No.	FCC File No.
Christian Vision, Inc.	Rhinelander, WI	175849	BNPED– 20071022AVQ
WRVM, Inc.	Eagle River, WI	174696	BNPED - 20071019ARZ

Notices to be served on:

Northwoods Catholic Radio
1980 Moraine Terrace, #9
Green Bay, WI 54303-4662

Christian Vision, Inc.
W14N7919 Thorndell Dr.
Menomonee Falls, WI 53051

Lakeland Seventh-Day Adventist Church
10740 Hwy 70 West
P.O. Box 1046
Minocqua, WI 54568

WRVM, Inc.
Attn: Alan Kilgore
P.O. Box 212
Suring, WI 54174

With copy (which shall not constitute notice) to:

Stuart W. Nolan, Jr. Esq.
LegalWorks Apostolate, PLLC
4 Family Life Lane
Front Royal, VA 22630

Randy Melchert
4020 N. 128th St.
Brookfield, WI 53005

Donald Martin, Esq.
Donald E. Martin, P.C.
P.O. Box 8433
Falls Church, Virginia 22041

Jeffrey Southmayd, Esq.
Southmayd & Miller
4 Ocean Ridge Boulevard South
Palm Coast, FL 32137

EXHIBIT A

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 the Dismissing Applicant in return for dismissal of its Application, as provided by **Section 4**, hereof.

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

1.5. ***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.

1.6. ***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.

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

1.8. ***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 polices of the Commission, whether or not contained in the Code of Federal Regulations.

EXHIBIT B

ITEMIZED EXPENSES OF APPLICANTS RECEIVING MONETARY COMPENSATION

Christian Vision, Inc.

Legal	$ 1,950.00
Engineering	$ 2,000.00
Publication and Miscellaneous	$ 50.00
TOTAL	**$4,000.00**

WRVM, Inc.

Legal	$ 1,880.00
Engineering	13,120.00
TOTAL	**$15,000.00**

CERTIFICATE OF SERVICE

I, Noreen M. Daly, hereby certify that I have served on this 4th day of November 2011, a copy of the foregoing **JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT and NORTHWOODS CATHOLIC RADIO AND LAKELAND SEVENTH-DAY ADVENTIST CHURCH PETITION FOR RECONSIDERATION** on the following parties by first-class mail (except where copies were provided, as noted, by electronic mail), postage prepaid:

Margaret L. Miller, Esq.
Dow Lohnes, PLLC
1200 New Hampshire Avenue, N.W., Suite 800
Washington, DC 20036

Milewski Nature Fund, Inc.
c/o Vicki Milewski
N15799 Fisher Avenue
Thorp, WI 54771

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Donald Martin, P.C.
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Falls Church, Virginia 22041

Jeffery D. Southmayd, Esq.
Southmayd & Miller
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Palm Coast, FL 32137

Christian Vision, Inc.
c/o Lois McLario
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Menomonee Falls, WI 53051

James Bradshaw (electronic delivery only)
Audio Division, Media Bureau, FCC

Irene Bleiweiss (electronic delivery only)
Audio Division, Media Bureau, FCC

Konrad Hurling (electronic delivery only)
Audio Division, Media Bureau, FCC

Noreen M. Daly

Noreen M. Daly