

SETTLEMENT AGREEMENT

This Agreement is made this _____ day of _____, 2002, between and among [List each mutually exclusive applicant] (hereinafter, singularly, "Applicant" collectively, the "Applicants" or the "Parties").

WHEREAS, each of the Applicants tendered to the Federal Communications Commission ("FCC" or "Commission") an application (collectively "Applications") for a construction permit (the "Construction Permit") to build a new low power radio broadcast station on FM Channel [No.] at [Community], [State] (the "Station");

WHEREAS, each of the Applicants filed its Application with the intention of obtaining a grant of the application and not for purposes of settlement;

WHEREAS, the Applications are mutually exclusive, and only one can be granted; and

WHEREAS, the public interest will best be served by grant of the Settlement Agreement because such grant will conserve the resources of the Applicants and the Commission and hasten inauguration of a new radio broadcast service to [Community], [State];

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, and with the intention of being legally bound hereby, the Applicants agree to the following:

ARTICLE I

FCC CONSENT

FCC Consent. This Agreement is entered subject to approval by the FCC, and shall be void unless approved by the FCC. Should the FCC object to any part of this Agreement, the Applicants agree that they will immediately make good faith efforts to resolve each FCC objection in order to obtain FCC approval.

Joint Request for Approval of Agreement. Within five (5) days from the date of this Agreement, the Applicants will file with the FCC a Joint Request for Approval of this Agreement. The Joint Request shall be accompanied by a copy of the executed Agreement, and the Declaration of No Consideration in the form attached hereto as Exhibit A, signed by each Applicant, as well as any other supporting documentation required by Section 73.3525 of the FCC's Rules. The Joint Request shall request the FCC to (i) dismiss the Applications, with the exception of [the surviving Application] which shall be the application that the Applicants will adopt and prosecute; and (ii) grant the application of [the surviving Applicant], as amended in accordance with this Agreement (collectively, "Commission Order"). In the event the Agreement is not approved by the FCC, the Applicants shall return to their status as though this Agreement had not been entered.

Applicant's Dismissal. Each of the Applicants except [the surviving Applicant] agrees to request dismissal of its Application, contingent upon approval of this Agreement and grant of [the surviving Application], as amended. The dismissal request shall be in the form of Exhibit B.

Finality. This Agreement is subject to the condition that the Commission's Order becomes a Final Order. A Final Order shall be an Order of the FCC which is no longer subject to administrative or judicial review, reconsideration, or stay.

ARTICLE II

SETTLEMENT

[Describe nature of the settlement -- e.g., merger of applicants, time sharing agreement, or dismissal in exchange for reimbursement of actual legal and engineering expenses]

ARTICLE III

MISCELLANEOUS PROVISIONS

Valid Organization and Warranty. Each Applicant represents that (a) it is duly organized, validly existing and in good standing in its state of formation, and (b) the execution, delivery, and performance of this Agreement has been duly and effectively authorized by its governing board.

Amendment. This Agreement may be amended or modified by the Applicants only by a written instrument executed by all of the Applicants.

Expenses. Except as otherwise provided herein, each Applicant shall bear its own expenses in relation to the preparation, filing, prosecution, and performance of the duties contemplated by this Agreement.

Conduct of Applicants. Each Applicant shall use its best efforts to cooperate in good faith with the other Applicants and with the FCC by expeditiously providing any additional information which reasonably may be required, and by doing all other acts reasonably necessary to effectuate the objectives of this Agreement.

Confidentiality. The Applicants shall maintain the confidentiality of any information received from any other Applicant in connection with the transactions contemplated by this Agreement.

Remedies on Default; Attorneys' Fees. In the event of a default on the part of any Applicant, any Applicant not in default shall have available to it all remedies, at law or equity, to which it is entitled under [State in which Channel located] law, including the right to obtain specific performance of the terms of this Agreement. The prevailing Party in any lawsuit to enforce this Agreement or to be compensated for the default of another Party shall be entitled to reasonable attorneys' fees, at trial and on appeal, as shall be determined by the court.

Benefit and Assignment. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives and successors. No Party may assign its interest under this Agreement, without the prior written consent of the other Parties, and in no event shall such assignment be permitted if it would violate Section 73.865 of the Commission's Rules .

Paragraph and Section Headings. All paragraph and section headings in the Agreement are for convenience of reference only and are not intended to qualify the meaning of any section or paragraph.

Counterparts; Facsimile. This Agreement may be executed in counterparts, which, when executed, shall constitute one Agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatory to the original. The Parties agree that any signatures conveyed to other Parties by facsimile shall be deemed to have full force and effect.

Entire Agreement. This Agreement contains the entire understanding between and among the Parties and supercedes all prior written or oral agreements between them irrespective of the subject matter. There are no representations, agreements, arrangements or understandings, oral or written, among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. By signing below, the Parties acknowledge that they have read this Agreement and fully understand each provision of this Agreement.

Interpretation; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of [State]. Any action under or pertaining to this Agreement shall be brought in [County where Station located], [State].

Notices. Any notice required hereunder shall be in writing, and any notice or other communication shall be deemed given when delivered by: (i) confirmed facsimile transmission, provided a copy of the notice is mailed within 24 hours; (ii) certified mail, return receipt requested; (iii) electronic mail (email) with notice by telephone of same by the sender to the recipient; or (iv) a nationally-recognized overnight delivery service, to the following addresses, or such other addresses as may hereafter be specified in writing:

[List names, addresses, fax numbers and email addresses for each Party]

Waiver. 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 a waiver of rights hereunder. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, or a consent to any subsequent breach of the same or other provisions.

Liability. Nothing contained herein shall limit any Party's other businesses; waive any claims any Party may have against any other Party; cease any other fiduciary responsibility from one Party to another, except as provided for herein or under applicable [State] law; or allow any Party to bind any other Party except as may be expressly stated herein.

Severability. If any term or provision of this Agreement be invalid or unenforceable as to any Party, the remainder of this Agreement shall not be affected thereby, and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above written.

[Repeat signing format for all Applicants:]

[Applicant Name]

By:

Name: _____
Officer Title: _____

EXHIBIT A

DECLARATION OF NO CONSIDERATION

I, [Name], do hereby declare, under penalty of perjury, as follows:

I am [officer title] of the [Applicant][FCC File No. _____], an applicant for the construction permit for a new low power FM radio station to operate on Channel [No.] at [City, State] (the "Construction Permit").

[Applicant] has entered into a Settlement Agreement to select the applicant to receive the Construction Permit.

The Settlement Agreement constitutes the entire understanding between [Applicant] and the other applicants for settlement of this proceeding. Other than as stated in the Settlement Agreement, [Applicant] has not received any consideration or paid any consideration to the other applicants for the Construction Permit. Nor has any consideration been promised except as stated in the Settlement Agreement.

[Applicant] did not file its application for the purpose of reaching or carrying out a settlement.

Approval of the Settlement Agreement is in the public interest. It will conserve the resources of the parties and the Commission and will speed the delivery of low power FM radio service to the public.

By _____
[Name]

Dated: _____

EXHIBIT B

[Date]

Marlene H. Dortch, Secretary
Federal Communications Commission
C/o Vistrionix, Inc.
236 Massachusetts Avenue, NE, Suite 110
Washington, DC 20002

Re: Application of [Applicant name]
FCC File No. [insert file number]

Dear Ms. Dortch:

On behalf of [Applicant], an applicant for the construction permit to build a new low power radio station on Channel [No.] at [City, State] (the "Construction Permit"), I request dismissal of [Applicant's] application with prejudice, pursuant to the attached Settlement Agreement executed by all pending mutually-exclusive applicants. This request for dismissal is contingent upon the FCC's approval of the Settlement Agreement.

Very Truly Yours,

By _____
[Name]
[Title]