

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C.**

| | | |
|---|---|---------------------------------|
| In re: Applications of |) | |
| |) | |
| <u>Breath of the Spirit Ministries</u> |) | FCC File No. BNPED-20071022BQN |
| |) | |
| For a Construction Permit for a New |) | |
| Noncommercial Educational FM |) | |
| Radio Station Naples, SD |) | |
| |) | |
| Corporation for Native Broadcasting |) | FCC File No. BNPED- 20071015ADH |
| |) | |
| For a Construction Permit for a New |) | |
| Noncommercial Educational FM |) | |
| Radio Station at Sisseton, SD. |) | |
| |) | |
| Refuge Media Group |) | FCC File No. BNPED- 20071012AHZ |
| |) | |
| For a Construction Permit for a New |) | |
| Noncommercial Educational FM |) | |
| Radio Station at Arlington, SD |) | |

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Breath of the Spirit Ministries (“BSM”), Corporation for Native Broadcasting (“CNB”) and Refuge Media Group (“RMG”) pursuant to § 73.3525 of the Commission’s rules hereby petition for approval of the Settlement Agreement attached as **Exhibit One**. The Agreement will result in the grant of the Sisseton, SD application of CNB, and the grant of the Arlington, SD application of RMG.

Introduction

1. The applications of BSM for Naples, SD; CNB for Sisseton, SD; and RMG for Arlington, SD, are mutually exclusive due to prohibited signal overlap. In order to resolve this signal conflict, BSM has agreed to dismiss their application. This dismissal will allow CNB and RMG to make technical amendments to both applications to eliminate all prohibited signal overlap to eventually be granted. As compensation for BSM’s dismissal of their application,

CNB has agreed to reimburse BSM \$3500.00 for their reasonable costs expended in the preparation of their applications. RMG will then solely and completely cover all expenses to prepare, process, and file technical modifications for both CBN and RMG's applications in order to eliminate all prohibited signal overlap conditions that will still exist between these 2 applications.

Approval of Settlement

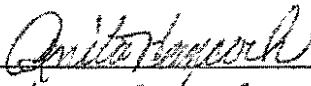
2. The parties respectfully request that the Commission take the following actions: Approve the attached Settlement Agreement between BSM, CNB, and RMG; and accept the dismissal of BSM's application.
3. The undertakings of the parties are conditioned upon the Commission's actions (i) approving the attached Settlement Agreement, and (ii) accepting for filing the attached dismissals of BSM's application.
4. The Settlement Agreement between BSM, CNB, and RMG has been executed by the parties thereto, and its effectiveness is expressly conditioned upon prior FCC approval.
5. The certifications required by Section 73.3525 of the Commission's rules are attached hereto as Exhibits Two, Three and Four.
6. Approval of the attached Settlement Agreement is in the public interest, as such approval will allow the initiation of new noncommercial educational broadcast service in Sisseton, SD and Arlington, SD; and will conserve Commission resources in evaluating mutually exclusive applications and will conserve the parties' resources in prosecuting such applications.
7. Approval of the attached Settlement Agreement will result in the dismissal of an application. Consequently, this Settlement *does* require an analysis of the distribution of service principles required by Section 307(b) of the Communications Act of 1934, as amended.

8. By signing this Joint Request the Parties hereby certify that no party to the application is subject to denial of federal benefits that includes FCC benefits pursuant to ' 5301 of the *Anti-Drug Abuse Act of 1988*. 21 U.S.C. ' 862.

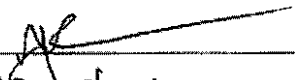
For all of the above reasons, the parties respectfully request the Commission approve the attached Settlement Agreements, and take the actions set forth in paragraph 2 above.

Respectfully submitted,


Breath of the Spirit Ministries

By: 
Sec. of the Board (title)

Corporation for Native Broadcasting

By: 
CNB Chairman (title)

Refuge Media Group

By: 
Board President (title)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into this 19 day of Feb., 2008, by and between **Breath of the Spirit Ministries (BSM), Corporation for Native Broadcasting (CNB) and Refuge Media Group (RMG.)**

WITNESSETH:

WHEREAS, BSM has pending before the Federal Communications Commission ("FCC" or "Commission") an application for a construction permit for a new noncommercial educational FM broadcast station to operate in Naples, SD (FCC File No. BNPED- 20071022BQN,) CNB has pending before the FCC an application for a construction permit for a new noncommercial educational FM broadcast station to operate in Sisseton, SD (FCC File No. BNPED-20071015ADH,) and RMG has pending before the FCC an application for a construction permit for a new noncommercial educational FM broadcast station to operate in Arlington, SD (FCC File No. BNPED-20071012AHZ), (each an "Application;" collectively, the "Applications");

WHEREAS, the Applications are mutually exclusive with each other;

WHEREAS, the Parties believe that a settlement upon the terms set forth in this Agreement will serve the public interest in that it will resolve the pending proceeding before the Commission, and thereby speed the inauguration of new noncommercial educational FM service.

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. **Modification of Application.** Upon execution of this Agreement BSM shall dismiss their Application, which will remove the prohibited overlap between the Applications caused by their application. The dismissal of BSM's application will allow both CNB and RMG to modify their applications to eliminate all remaining prohibited signal overlap between them allowing both to be granted.

2. **Consideration.** In consideration of BSM's dismissal of their Application, upon BSM's submission to dismiss and the FCC's acceptance of the dismissal of their application, CNB agrees to pay BSM **\$3500.00**. This amount is BSM's *documented* expenses for the preparation, processing and filing of their application. RMG shall solely and completely cover all expenses to prepare, process and file technical modifications for both CNB and RMG's applications in order to eliminate all prohibited signal overlap conditions which will still exist between these two applications after the dismissal of BSM's application.

3. **Request for FCC Consent.** As soon as possible the Parties hereto shall file a Joint Request for Approval of this Settlement Agreement (the "Joint Request") as

required by Section 73.3525 of the FCC's rules, requesting that the FCC issue an order or orders: (i) granting the Joint Request; (ii) approving this Agreement; and (iii) dismissing BSM's Application. The Parties shall in good faith pursue approval by the FCC of this Joint Request and shall cooperate fully with each other and with the FCC and take whatever additional action is necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement. Neither Party shall take any action adverse to this Agreement or the Joint Request.

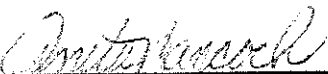
4. **Authorization and Binding Obligation.** The Parties hereto represent to one another that they each have the power and authority to enter into and carry out this Agreement and that this Agreement constitutes a valid and binding obligation of each of them in accordance with its terms.
5. **Notices.** All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be sent by first class, certified or registered mail, return receipt requested, postage prepaid to the address listed in the parties respective applications.
6. **Entire Agreement.** Except as otherwise set forth herein, 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.
7. **Enforcement.** Any claim or dispute arising from or related to this Contract shall be settled by mediation and, if necessary, legally binding arbitration. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.
8. **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.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.
10. **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.
11. **Counterparts.** This Agreement may be executed in one or more counterparts and shall be binding when it has been executed by each of the Parties.
12. **Certifications.** By execution of this Agreement, each Party hereby certifies under the penalty of perjury that the following statements are true and with respect to itself as required by Section 73.3525 of the FCC's rules:

- a. Its application was not filed for the purpose of entering into or implementing this or any other settlement agreement.
- b. Neither the Applicant nor any of its principals has received, been promised, paid or promised to pay consideration of any type, including merger of interests, except as set forth in this Agreement.
- c. Approval of this Settlement Agreement would serve the public interest because it would conserve the resources of the Parties and of the Commission, and it will facilitate a universal settlement for new services in Sisseton, SD and Arlington, SD.

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.

Respectfully submitted,

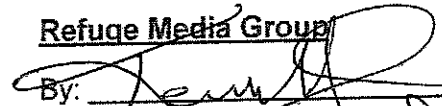
Breath of the Spirit Ministries

By: 
Sec. of the Board (title)

Corporation for Native Broadcasting

By: 
CNB Chairman (title)

Refuge Media Group

By: 
Board President (title)

**EXHIBIT TWO
DECLARATION**

Breath of the Spirit Ministries (BSM), hereby declares as follows:

1. BSM is an applicant for a new noncommercial educational FM radio station to serve Naples, SD (FCC File No. BNPED- 20071022BQN).
2. BSM's application was not filed for the purpose of reaching or carrying out a settlement agreement.
3. Corporation of Native Broadcasting (CNB) is an applicant for a new noncommercial educational FM radio station to serve Sisseton, SD (FCC File No. BNPED-20071015ADH.) BSM is being paid \$3500.00 by CNB to dismiss its application. This amount is BSM's documented expenses for the preparation, processing and filing of its application.
4. Refuge Media Group (RMG) is an applicant for a new noncommercial educational FM radio station to serve Arlington, SD. (FCC File No. BNPED- 20071012AHZ). With the dismissal of BSM's application, RMG agrees to cover all expenses to prepare, process and file modifications to both RMG's and CNB's applications in order to resolve the prohibited overlap which will still remain between them after BSM's application is dismissed.
5. The dismissal of BSM, coupled with the technical changes specified in paragraph 4, will allow grant of CNB's application for Sisseton, SD; and RMG's application for Arlington, SD. This serves the public interest by saving substantial time and resources of the parties and the FCC.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on Feb 19, 2007.

Breath of the Spirit Ministries

By: *Quintanavech*
Sec. of the Board (title)

**EXHIBIT THREE
DECLARATION**

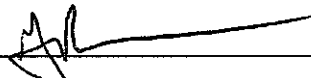
Corporation for Native Broadcasting (CNB) hereby declares as follows:

1. CNB is an applicant for a new noncommercial educational FM radio station to serve Sisseton, SD (FCC File No. BNPED-20071015ADH.)
2. CNB's application was not filed for the purpose of reaching or carrying out a settlement agreement.
3. Breath of the Spirit Ministries (BSM) is an applicant for a new noncommercial educational FM radio station to serve Naples, SD (FCC File No. BNPED-20071022BQN). BSM is being paid **\$3500.00** by CNB to dismiss its application. This amount is BSM's documented expenses for the preparation, processing and filing of its application.
4. Refuge Media Group (RMG) is an applicant for a new noncommercial educational FM radio station to serve Arlington, SD. (FCC File No. BNPED- 20071012AHZ). With the dismissal of BSM's application, RMG agrees to cover all expenses to prepare, process and file modifications to both RMG's and CNB's applications in order to resolve the prohibited overlap which will still remain between them after BSM's application is dismissed.
5. The dismissal of BSM, coupled with the technical changes specified in paragraph 4, will allow grant of CNB's application for Sisseton, SD; and RMG's application for Arlington, SD. This serves the public interest by saving substantial time and resources of the parties and the FCC.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 11, 2008.

Corporation for Native Broadcasting

By: 
CNB Chairman (title)

**EXHIBIT FOUR
DECLARATION**


Refuge Media Group (RMG) hereby declares as follows:

1. RMG is an applicant for a new noncommercial educational FM radio station to serve Arlington, SD (FCC File No. BNPED- 20071012AHZ).
2. RMG's application was not filed for the purpose of reaching or carrying out a settlement agreement.
3. Breath of the Spirit Ministries (BSM) is an applicant for a new noncommercial educational FM radio station to serve Naples, SD (FCC File No. BNPED- 20071022BQN.) Corporation for Native Broadcasting (CNB) is an applicant for a new noncommercial educational FM radio station to serve Sisseton, SD (FCC File No. BNPED-20071015ADH.) BSM is being paid **\$3500.00** by CNB to dismiss its application. This amount is BSM's documented expenses for the preparation, processing and filing of its application.
4. With the dismissal of BSM's application, RMG agrees to cover all expenses to prepare, process and file modifications to both RMG's and CNB's applications in order to resolve the prohibited overlap that will still remain between them after BSM's application is dismissed.
5. The dismissal of BSM, coupled with the technical changes specified in paragraph 4, will allow grant of CNB's application for Sisseton, SD; and RMG's application for Arlington, SD. This serves the public interest by saving substantial time and resources of the parties and the FCC.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 4, 2008.

Refuge Media Group

By: 
David (title)