

Herrick & Kasdorf, L.L.P.

Scott N. Herrick *Court Commissioner*
Robert T. Kasdorf *Trustee in Bankruptcy*
David R. Sparer
Gretchen Twietmeyer *Court Commissioner*

Robert L. Reynolds, Jr. (1930-1994)

Law Offices

16 N. Carroll, Suite 500
Madison WI 53703

Peter Zarov *of counsel*
Marsha R. Dymzarov *of counsel*
Roger Buffet *of counsel*

December 13, 2004

Memo to: Atty. John Crigler
Flour Mill Building, 5th Floor
1000 Potomac Street N.W.
Washington, D.C. 20007-3501

From Scott Herrick
Re. Low Power Fm consortium

Our seven Madison-area groups which recently received low-power fm permits have formed the consortium described in the enclosed Memorandum of Agreement. They wish to proceed with appropriate formalities for our radio operations and seek your advice and counsel. Please advise us regarding further procedures and documentation, as well as your expectations for this engagement. Perhaps you can comment on several questions raised by members of our group:

1. Would FCC consideration favor our establishing the consortium as a formal legal entity, as opposed to continuing as a less formal association of the original permit applicants?
2. What organizational structure is necessary to hold a license (either for the consortium or for each "group" within the consortium)?
3. Should we be seeking one license (for the consortium); or two licenses (for the two "groups" within the consortium)?
4. If LPFM regulation becomes more favorable, we would like each group to have it's own frequency. For the present we plan to share a transmitter and antenna. Do these factors influence our immediate decisions about project structure?
5. Will FCC review or require a proposed budget, and if so, at what stage?
6. If we create new organization(s) what would the FCC requirements be for the relationship between the new organization(s) and the organizations currently holding the construction permits?
7. When should we specify a joint antenna location?

SH/hs
c: Norm Stockwell

Initial Memorandum of Agreement

1. The parties to this agreement are:
 - a. Health Writers, Inc.
 - b. Youth With A Mission, Inc.
 - c. "Center for Prevention and Intervention," now known as Family Services, Inc.
 - d. Cornerstone Church
 - e. St. Matthew's Evangelical Lutheran Church
 - f. Sun Prairie Community Church
 - g. "Common Ground Church," now known as Destiny of Madison
2. The purpose of this memorandum is to summarize the agreements of the parties regarding basic principles which will guide their cooperation in the establishment and operation of unified, perpetual, low-power FM broadcasting facilities pursuant to permits which the FCC has granted and may grant to the respective parties ("Project").
3. The parties intend that this memorandum will provide the basis of formal documentation to be prepared by legal counsel acting for the parties generally for submission to the FCC.
4. This memorandum refers to the seven parties to this agreement as the *Consortium*. The Consortium will broadcast no less than 12 hours of programming per day, including no less than 8 hours of local programming per day.
5. The parties will form two operating *Groups*, as follows:
 - a. One Group, identified temporarily as Group A, will consist of:
 - i. Health Writers, Inc.
 - ii. "Center for Prevention and Intervention," now known as Family Services, Inc.
 - b. The other Group, identified temporarily as Group B, will consist of:
 - i. Youth With A Mission, Inc.
 - ii. Cornerstone Church
 - iii. St. Matthew's Evangelical Lutheran Church
 - iv. Sun Prairie Community Church
 - v. "Common Ground Church," now known as Destiny of Madison

6. The Consortium allocates primary broadcast responsibilities as follows:
 - a. Group A will broadcast Monday thru Thursday from 10 AM until 10 PM, and starting on Friday at 10 AM continuing until 10pm Saturday.
 - b. Group B will broadcast on Tuesday thru Thursday from 10 PM and continuing until 10 AM the following morning and starting from 10 PM Saturday until 10 AM Monday morning.
 - c. Each Group will include at least 4 hours of local programming in each allocated 12-hour period and at least 12 hours of local programming in each allocated 36-hour period.
7. Each Group shall exercise primary responsibility for the administration of its allocated periods.
8. The parties anticipate and encourage extensive cooperation, consultation, and mutual support between the Groups and among the parties, both within the Groups and within the Consortium generally, but such practices shall not alter the allocations and responsibilities provided by this Memorandum of Agreement.
9. The parties anticipate submitting one or more applications, petitions, or similar documents to the FCC in furtherance of the Project. Each group authorizes and directs one individual, in consultation with legal counsel and the members of the Group, to execute such submissions as agent of that Group and its members. Each Group may upon majority vote may withdraw this authorization and designate a different agent by notifying all members of the Consortium in writing of the change of agent.
 - a. The signatory agent for Group A is David Pouncey.
 - b. The signatory agent for Group B is Warren Keaproth.
10. No variations from this agreement shall be effective unless agreed upon by, and executed in writing on behalf of, a majority of the parties in Group A and a majority of the parties in Group B.

end of text

Execution of Initial Memorandum of Agreement:

Health Writers, Inc.

by: Thomas Kozlowski 12/1/04
[name:] date

Execution of Initial Memorandum of Agreement:

Youth With A Mission, Inc.

by: Warren Keppert Dec. 1, 2004
[name:] date

Execution of Initial Memorandum of Agreement:

"Center for Prevention and Intervention," now known as Family Services, Inc.

by: David Johnson 11/30/04
[name:] date
Family Service (CPI)
President / CEO

Execution of Initial Memorandum of Agreement:

Cornerstone Church

by: John D. Burk 01DEC04
[name] date

Execution of Initial Memorandum of Agreement:

St. Matthew's Evangelical Lutheran Church

by: Robert S. Carlson 12/1/04
[name:] date

Execution of Initial Memorandum of Agreement:

"Common Ground Church," now known as Destiny of Madison

by: Pete Schelle 12/11/04
[name:] date

Keith Dobbe 12/13/04

Execution of Initial Memorandum of Agreement:

Sun Prairie Community Church

by: *Dwelling Smith* *12/6/04*
[name:] date
PASTOR OF YOUTH